**CITY COUNCIL AGENDA**
**COUNCIL CHAMBERS, 201 E 5TH ST.**
**CITY OF GILLETTE**
**Tuesday, May 21, 2024**
**6:00 PM**

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## A. Call to Order.

## B. Invocation and Pledge of Allegiance.

1. **Invocation and Pledge of Allegiance led by Deacon Kim Carroll of St. Mathews Catholic Church.**

## C. Approval of General Agenda.

## D. Approval of Consent Agenda.

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

1. **Minutes**

   a. **Regular Meeting Minutes - May 7, 2024**
   **Special Meeting Minutes - May 14, 2024**
   **Special Meeting Minutes - May 15, 2024**

2. **Other - Consent**

3. **Ordinance 3rd Reading - Consent**

   a. **An Ordinance Approving and Authorizing the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Capps Annexation Second Addition, Entirely Adjacent and Contiguous to the Present Boundaries of the City of Gillette, Wyoming, Pursuant to W.S. 15-1-403, and Establishing a C-1, General Commercial Zoning District, Subject to All Planning Requirements.(Planning Commission Vote: 7/0)**

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

4. **Ordinance 2nd Reading - Consent**

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 1st Quarter P.R.I.D.E. Award Recipient, Dena Holzer, Public Works Administrative Assistant.**

Staff Reference: Michael H. Cole, City Administrator

## G. Unfinished Business.

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

## H. New Business.

### 1. Presentations

a. **Affordable Housing Funding ~ Andrew Schorfhaar, Bluegate Townhomes**

Staff Reference: Michelle Henderson, Finance Director

### 2. Minute Action

a. **Council Consideration of a Carnival Permit for June 5th through June 9th, in the Aquatic Center Parking Lot, Requested by American Legion Post 42 Baseball.**

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

b. **Council Consideration of a Bid Award to Floyd's Truck Center in the amount of $166,630.00 for their bid on One (1) New 2024 Single Axle Truck and One (1) New Gooseneck Trailer.**

Staff Reference: Sawley Wilde, Public Works Director

c. **Council Consideration to Authorize the Mayor to Sign a Federal-Aid Project Agreement with the U.S. Department of Transportation Federal Highway Administration.**

Staff Reference: Michelle Henderson, Finance Director; Ry Muzzarelli, P.E., Development Services Director

d. **Council Consideration of the First Renewal of the Memorandum of Understanding Between Campbell County, Wyoming and the City of Gillette, Wyoming Regarding Free Open Swim Sessions.**

Staff Reference: Sean Brown, City Attorney

e. **Council Consideration of a Professional Services Agreement for Construction Management and Contract Administration Services Associated with the Hidden Valley Playground Renovations Project to Consolidated Engineers, Inc., in the Amount of $26,753.75 (1% Project).**

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

f. **Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision of Lot 1 Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming, Subject to All Planning Requirements. (Planning Commission Vote: 5/0)**

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

g. **Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision of Tract M2, Moon Meadow Estates No. 3; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 5/0)**

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

h. **Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision of Red Lodge Town Homes, Phase 1; to the City of Gillette, Wyoming, Subject to All Planning Requirements. (Planning Commission Vote: 5/0)**

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 Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of Block 10, Westside Addition, City of Gillette, Campbell County, Wyoming, from I-1, Light Industrial District, to C-1, General Commercial District per the Attached Exhibit. Subject to all Planning Requirements. (Planning Commission Vote: 5/0)**

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

2. **An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of Block 10, Westside Addition, City of Gillette, Campbell County, Wyoming, from I-1, Light Industrial District, to C-1, General Commercial District per the Attached Exhibit. Subject to all Planning Requirements. (Planning Commission Vote: 5/0)**

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

## J. Public Comment

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

## K. Administrator's Report

## L. Executive Session

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

   Staff Reference: Sean Brown, City Attorney

## M. Adjournment

City Council Meeting Comment Form


**MAYOR**

**Shay Lundvall**

**COUNCIL MEMBERS BY WARDS**

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

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

**www.gillettewy.gov**

**DATE: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Invocation and Pledge of Allegiance led by Deacon Kim Carroll of St. Mathews Catholic Church.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

| Click to download |
| --- |
| No Attachments Available |

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

www.gillettewy.gov

**DATE: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Regular Meeting Minutes - May 7, 2024

Special Meeting Minutes - May 14, 2024

Special Meeting Minutes - May 15, 2024

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

| Click to download |
| --- |
| Regular Meeting Minutes 05.07.2024 |
| Special Meeting Minutes 05.14.2024 |
| Special Meeting Minutes 05.15.2024 |

A regular meeting of the City Council was held on Tuesday the 7th day of May 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; Directors Deaton, Henderson, Muzzarelli, Pilon, Toscana, Wasson, and Wilde; Manager Kuntz; City Arborist Clements; City Clerk Allen and Deputy City Clerk Clymer.

**Invocation and Pledge of Allegiance**
The Invocation and Pledge of Allegiance was led by Pastor George Keralis of Family Life Church.

**Approval of General Agenda**
Councilmember West made a motion to approve the General Agenda; seconded by councilmember Simonson. All voted aye. The motion carried.

**Approval of Consent Agenda**
Minutes
Regular Meeting Minutes - April 16, 2024
Special Meeting Minutes - April 30, 2024
Special Meeting Minutes – May 1, 2024

Other-Consent
Council Consideration of a Memorandum of Understanding from the Hunt Institute Regarding Early Learning.

Bills and Claims
360training.Com, Inc., 4,920.00; Absolute Auto, LLC, 322.00; Adams, Allen, 137.55; Advance Auto Parts, 4.41; Advanced Communications Technology, 9,149.18; Alsco, 2,068.73; Amanda Muhlbauer, 339.02; Anderson, Gunner, 172.52; Anixter Power Solutions, 404.30; Anixter Power Solutions, 5,389.08; April Shippy, 60.00; Architectural Specialties LLC, 357.72; Arete Design Group, 3,022.56; Arrow Printing and Graphics Inc, 180.00; Atlas Office Products, 2,151.34; Balco Uniform Co., Inc, 1,774.70; BFT LP, 642.98; BGM Partners LLC, 171.50; Big Horn Tire Inc, 12,914.20; Bighorn Hydraulics Inc, 757.57; BJ Nelson/Nelson Auto Glass, 915.96; Black Cat Construction LLC, 31,940.05; Black Hills Energy, 22,231.58; Black Hills Power & Light, 329,889.03; Black Hills Power & Light, 50,653.76; Black Hills Power & Light, 193,022.19; Black Hills Wyoming LLC, 465,177.77; Black Hills Wyoming LLC, 309,985.24; Blue Cross Blue Shield of Wyoming, 48,349.24; Blue Cross Blue Shield of Wyoming, 149,902.21; Blue Cross Blue Shield of Wyoming, 119,062.63; Bomgaars Supply, 73.98; Boofighter LLC, 5,676.00; Border States Electric, 1,392.54; Border States Electric, 20,746.35; Brubaker, Josh, 518.28; Buster Inc, 3,840.50; Campbell County Chamber of Commerce, 5,340.00; Campbell County Hospital District, 720.00; Campbell County Landfill, 69,940.50; Campbell County Parks and Recreation Dept, 40,000.00; Carahsoft Technology Corp., 12,093.00; Car-Knack Inc, 2,358.00; Central Truck & Diesel Inc, 2,799.99; CenturyLink, 152.37; Charles W Anderson, 1,500.00; Charter Media, 1,099.00; Churchich Recreation LLC, 5,000.00; City Of Gillette, 613.12; City Of Gillette - Petty Cash, 58.99; Cody Windell, 100.00; Collection Professionals Gillette, 1,190.65; Collins Communications Inc, 1,463.60; Commonwealth Of Pennsylvania, 53.07; Compression Leasing Services, 412.00; Coulter West, 820.00; Craig Furman, 75.00; Crum Electric Supply Company, 188.00; Cullum & Brown of Kansas City, Inc, 6,029.01; Cummins Rocky Mountain Inc, 77.16; D & B Power Associates Inc, 2,337.00; Dana Kepner Company Inc, 24,758.80; Dell Marketing LP, 930.86; Delta Dental of Wyoming, 24,075.77; Department Of Energy, 54,592.57; Distad, Chelsey, 62.93; DJ Woehl, 270.00; Dollamur LP, 13,441.78; DRM Inc, 53,378.65; Dronesense Inc., 12,800.00; Dutcher, Angelina, 137.66; Eastview Estates LLC, 0.86; Eaton Sales & Service LLC, 25.50; Edwards, Jonathan, 740.25; Emma Hauber, 765.33; Employers Council Inc, 6,500.00; Employment Testing Services Inc, 466.00; Energy Laboratories Inc, 3,276.80; Entenmann Rovin Company, 150.35; Farmer Brothers Company, 513.65; FedEx, 15.01; Ferguson Enterprises, Inc #1116, 6,681.65; Fiedor, Jess, 15.23; Firgyawan, Fachril, 171.18; First Class Auto, 1,331.57; First Interstate Bank of Gillette, 497.40; First National Bank of Gillette, 1,807.81; Force America Inc, 842.85; Frandson Safety Inc, 1,313.03; Fremont Motor Lander Inc, 50,198.00; Fremont Motor Lander Inc, 49,646.00; Frontier Precision Inc, 30,904.50; Gallagher Benefit Services, Inc, 142.50; Gallagher Benefit Services, Inc, 6,083.33; Galls, An Aramark Company, 153.50; Gillette Contractors Supply Inc, 1,932.26; Gillette Steel Center, 3,065.44; Granicus LLC, 3,305.15; Hawkins Inc, 29,430.45; HD Supply Inc, 1,334.44; HDR Engineering Inc, 4,391.25; Hector Fuentes, 10,992.85; Hillcrest Spring Water Inc, 97.50; Homax Oil, 34,670.34; Hot Iron, 163,413.82; Hotline Electrical, 42,726.20; Hub International Mountain States Limited, 200.00; Industrial Products MFG Inc, 9,614.00; Industrial Supply Co, 389.74; Iron Mountain Concrete, 5,000.00; J. Craig Abraham,

1,000.00; Jack's Truck Center Inc, 4,619.56; Jane Stearns M.S. LPC, 1,000.00; Joann Stores Inc, 2.00; Joe Johnson Equipment, LLC, 1,732.56; Joe's Plumbing & Heating Inc, 5,985.00; JWC Environmental, 2,818.92; Kindred Souls of Wyoming, 142.90; Kone Inc, 1,994.31; Kreative Enterprises LLC, 850.31; Kyle Sprague, 168.00; Ladonna Hatch, 220.00; Land Surveying Incorporated, 323.70; Liz Thraikill, 145.00; Lowe Roofing Inc, 166.60; McGee, Stella, 144.75; Midland Implement Co Inc, 2,968.93; Mii Life Insurance, Incorporated, 2,796.53; Mii Life Insurance, Incorporated, 4,886.77; Mii Life Insurance, Incorporated, 1,545.61; Mii Life Insurance, Incorporated, 247.00; Moore, Trevor, 128.69; Morris, Damion, 35.44; Mt View Apts, 2-0091, 68.02; News Record, 7,860.79; Nichols, Jackson, 163.13; Nichols, Tyler, 3.44; Norco Inc, 1,602.60; Norco Inc, 1,789.54; Nyah Parker, 380.00; Oberst, Elizabeth, 30.08; One Call of Wyoming Corp, 256.50; Optum Health Financial Services, 332.75; Overhead Door Co of Gillette, 649.60; Paintbrush Sewer & Drain, 1,783.00; PCA Engineering Inc, 8,011.35; PCA Engineering Inc, 275.00; Postal Pros Southwest Inc, 5,883.70; Powder River Energy Corporation, 8,057.22; Powder River Heating & Conditioning Corporation, 7,416.94; Prairie Dog Boutique, 349.38; Pro Force Law Enforcement, 308.00; Pro Windmill Inc, 615.00; ProElectric Inc, 931.13; PVS Dx Inc, 9,800.61; Rader, Angela, 43.55; Railroad Management Co LLC, 10,011.63; Ramirez, Ronal, 24.45; Record Supply Inc Napa, 7,325.06; Red Tiger Well Service, 840.00; Reed Breasseale, Karen, 147.75; Rms Instrument & Electrical, LLC, 7,356.00; S & S Builders, 34,348.34; Schmidt, Sawyer, 117.43; Senef, Grant & Lydia, 138.19; Shelby Gatlin, 100.00; Sherwin Williams, 431.26; Shi International Corp, 12.03; Sigman, Linda, 152.38; Simon Contractors, 1,382.50; Sioux Falls Children's Home Society, 88.27; Smith, Kylee, 134.38; Southern Computer Warehouse, 1,227.35; Spencer Edsall, 242.55; Spencer Fluid Power, 1,104.62; State Of Wyoming - Ets, 10.19; State Of Wyoming, Department of Corrections, 343.00; Sterling Infosystems, Inc, 1,892.41; Stockton, Trey, 163.62; Stotz Equipment, 202.76; Team Laboratory Chemical, LLC, 188.25; Terry Sjolin, 1,200.00; That Embroidery Place, 135.00; Thomas, Tina, 399.17; Thomson West, 401.82; Thunder Basin Ford LLC, 926.57; TMMI, LLC, 641.67; Traffic & Parking Control Company, 1,462.50; Trafficalm Systems, LLC, 1,773.64; Tri State Truck & Equipment, Inc, 7,231.92; UMB Bank, 82,511.69; UMB Bank, 95,795.10; United Central Industrial Supply Co, 36.26; Verdunity, 20,469.10; Vergnani, Sujey, 120.37; Verizon Wireless, 11,078.90; Verizon Wireless, 1,791.62; Viking-Cives Midwest Inc, 518.47; Warne Chemical & Equipment Co, 543.50; Waste Connections of Wyoming, 444.65; Waterworks Industries, 34,560.00; Weisheimer Law, LLC, 2,000.00; Wesco Receivables Corp, 382.60; Westcoast Rotor Inc, 20,804.38; Western Lodging LLC, 400.38; Western Services LLC, 19,065.89; Western Stationers, 1,288.92; Western Stationers, 2,588.17; White's Frontier Motors, 891.18; WWC Engineering, 31,278.43; Wyodak Resources Development Corp, 173,093.92; Wyoming Center For Clinical Excellence, 1,050.00; Wyoming Department of Agriculture, 50.00; Wyoming Department of Health, 936.00; Wyoming Dept Of Employment, 2,574.00; Wyoming Dept Of Transportation, 10.00; Wyoming Machinery Co, 1,209.48; Wyoming Machinery Co, 2,132.82; Wyoming State Engineer's Office, 210.00; Wyoming Water Solutions, 28.00; WyoStar, 450,000.00; Xerox Corporation, 117.59; Xylem Water Solutions USA Inc, 31,863.00.

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

**Comments**

Council Comments

Councilmember Gross stated that councilmember Montgomery and herself attended the GARF "Take Back the Night" event where survivors of domestic and sexual abuse shared their stories. Gross added that she also attended the US Airmen's concert that was free to the public. Gross raved about their performance.

Councilmember West gave praise to Chief Deaton and SRT members for their efficiency and use of resources during a recent incident.

Councilmember Simonson thanked Director Wilde and his staff for giving the Pathfinder Park area some upkeep care.

Council President Carsrud stated that baby geese are hatching on Warlow and for the public to please be careful.

Liaison Reports

Councilmember Simonson stated that councilmember Montgomery and herself attended the Council of Community Service Board Meeting where they discussed the successful WCDA projects as well as the start of the project that will connect communications between the homeless shelter and their main building. Simonson added that several councilmembers and herself attended the Empty Bowl event where they raised roughly $175,000.00.

Other-Comments
Wendy Clements, City Arborist, informed the council that on May 10th at 10:00 a.m. there will be a plant a tree event at Paintbrush Elementary School. Clements shared information regarding a tree scavenger hunt called "Treeocaching" and how to play. Mayor Lundvall then proclaimed Friday, May 10, 2024, as the City of Gillette's official *Arbor Day*.

Irene Daly, Board Member on the Parks & Beautification Board, shared information and important facts about the local pollinators within the city. Mayor Lundvall then proclaimed Friday, May 10, 2024, as the City of Gillette's observance of *Gillette Pollinator Day* and Gillette as an affiliate of *Bee City USA*.

Councilwoman Simonson proudly introduced students and members of the "Hope Squad." Hope Squad leaders spoke about the importance of Mental Health as well as the history and mission of the group. Hope Squad members from Wagonwheel Elementary and from Campbell County Highschool spoke about what they do for their own mental health and what they do for their community. Simonson added thanks to Director Toscana and the staff at GPA for putting together a Mental Health Podcast. Lastly, Simonson informed council that May 5th through May 11th is Childrens Mental Health Week and May 9th is Children's Mental Health Awareness Day. Mayor Lundvall then proclaimed May 2024 as *Mental Health Month*.

Audiologist Kimberly Schaeffer reported the importance of better hearing and information regarding those who are at a higher risk of hearing loss. Schaeffer added that Hoskinson Health and Wellness Clinic is currently offering free hearing screenings to the residents of the City of Gillette. Mayor Lundvall then proclaimed May 2024 as *Better Hearing Month*.

Director Toscana presented a "Things to Know for the month of May 2024" video.

**Unfinished Business**
Ordinance 2nd Reading

**ORDINANCE NO. 24-03**
**AN ORDINANCE APPROVING AND AUTHORIZING THE EXTENSION OF THE BOUNDARIES OF THE CITY OF GILLETTE, WYOMING, AND ANNEXATION OF A TRACT OF LAND KNOWN AS THE CAPPS ANNEXATION SECOND ADDITION, ENTIRELY ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARIES OF THE CITY OF GILLETTE, WYOMING, PURSUANT TO W.S. 15-1-403, AND ESTABLISHING A C-1, GENERAL COMMERCIAL ZONING DISTRICT, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 7/0)**

Councilmember Gross made a motion to approve the foregoing Ordinance on 2nd Reading; seconded by council president Carsrud. All voted aye. The motion carried.

Other
Council President Carsrud made a motion to remove from the table a Bid Award for the Hidden Valley Playground Renovations Project to Powder River Construction, Inc., in the Amount of $651,666.55 (1% Project); seconded by councilmember McLeland. All voted aye. The motion carried. Director Henderson informed the council of the conditions of the grant and stated that if it is not used for this park, the city will not receive the grant money. Councilmember Gross then made a motion to approve the foregoing item; seconded by councilmember McLeland. Director Muzzarelli gave background information regarding the bid and the costs. Councilmembers Simonson and West voted nay. Councilmembers Carsrud, McLeland, Gross, Montgomery, and Mayor Lundvall voted aye. The motion carried.

**New Business**
Presentations
Brian Worthen, CEO of Visionary Communications, presented the Visionary Communications Franchise Update which included the infrastructure, 2023 Fiber in certain neighborhoods, Visionary's newly live fiber, and current plans to bring fiber to more neighborhoods. Councilmember West questioned how Visionary decides who gets Fiber and who does not. Worthen stated that there are plans to serve as much of Gillette as possible.

Minute Action
Councilmember Montgomery made a motion to approve a Street Closure on May 11, 2024, from 8:30 a.m. to 9:00 a.m. and from 4:00 p.m. to 4:30 p.m. for the 3rd Annual Sheepherder's Festival requested by Mike Miller and the Campbell County Rockpile Museum; seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember West made a motion to approve a Modified Liquor Store Layout and Operation Plan for Big D Oil Company d.b.a. Big D #36, located at 800 E 2nd Street; seconded by council President

Carsrud. Administrator Cole explained the changes to the liquor store layout. All voted aye. The motion carried.

Councilmember McLeland made a motion to Grant City Staff Permission to Negotiate a Pre-Annexation Agreement with Miles Fortner, Owner of Property Located on South Douglas Hwy.; seconded by councilmember West. All voted aye. The motion carried.

Council President Carsrud made a motion to reject a Bid Award for the West Shoshone Resurfacing Project to Simon Contractors, Inc., in the Amount of $608,521.00 (1% Project); seconded by councilmember Montgomery. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Bid Award for the Gillette Regional Water Supply Project - Phase III to DRM, Inc., in the Amount of $3,302,593.37; seconded by councilmember McLeland. Administrator Cole stated that this project is being majorly funded by a grant and that staff recommends approval. All voted aye. The motion carried.

Council President Carsrud made a motion to approve a Professional Services Agreement for Design Services Associated with the Enzi Fields Improvements Project with PCA Engineering, Inc., in the amount of $100,460.00; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Montgomery made a motion to approve a Professional Services Agreement for Engineering Services Associated with the 2024 Pavement Management (PAVER) Update, with TR Consulting, LLC, in the Amount of $75,500.00 (1% Project); seconded by councilmember Gross. Administrator Cole informed the council what PAVER is used for in the city and the reasoning for the amount. All voted aye. The motion carried.

Councilmember West made a motion to approve of a Written Determination of Public Necessity to Exempt Temporary Cell Tower(s) from the provisions of the City's Zoning Ordinance for installation at Cam-Plex during the 2024 Camporee; seconded by councilmember McLeland. Administrator Cole expressed concerns for maintaining cell service on the side of town. Cole stated that this essentially allows temporary cell towers to not strictly conform to the City's Zoning Ordinance. All voted aye. The motion carried.

Appointments

Council President Carsrud made a motion to appoint Mayor Lundvall as the Official Voting Delegate and councilmember Gross as the Alternate Voting Delegate for the 2024 Wyoming Association of Municipalities Summer Convention; seconded by councilmember Montgomery. All voted aye. The motion carried.

**Administrators Report**

Administrator Cole stated that there will be two budget workshop meetings on May 14, 2024, and May 15, 2024 at 6:00 p.m.

**Adjournment:**

There being no further business to come before the Council, the meeting was adjourned at 7:09 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 April 16, 2024, in the City Hall Council Chambers.

(S E A L)

_____
Shay Lundvall, Mayor

ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: May 14, 2024

Council Proceedings May 14, 2024 Dinner – 5:30 p.m.
Meeting – 6:00 p.m.

A Special Meeting of the City Council was held on Tuesday the 14th day of May 2024, in the City Hall 2nd Floor Community Room.

Present were Councilmembers Simonson, Carsrud, McLeland, Gross, Montgomery, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Directors Deaton, Henderson, Muzzarelli, Toscana, and Wasson; Managers Cockrum, Harder, Palmer, Porter, Shamion, and Zwirn; Senior Administrative Assistant Krasovich; and City Clerk Allen.

The Mayor and Council partook in a pre-meeting meal, beginning at 5:30 p.m., no City business was conducted during the meal. Mayor Lundvall opened the Special Meeting at 6:00 p.m.

**Warm Up Items**

Administrator Cole explained that the primary focus for this meeting is to review General Fund divisions. Mr. Cole then recognized Finance Manager Sherrie Palmer, who has been with the city for almost 19 years and is retiring in June. Mr. Cole thanked the Finance Department for their efforts pertaining to the budget. Administrator Cole then presented the Council with the Budget Message and summary of the FY2024-2025 budget.

**Budget Workshop #2**

Departments presented their budgets to the Mayor and Council.

- The Public Affairs Department budgets were presented by Director Jennifer Toscana, Jeremy Harder, Lindsey Zwirn, and Alicia Allen.
- The Police Department budgets were presented by Chief of Police Chuck Deaton.
- The Finance Department budgets were presented by Director Henderson, Sherrie Palmer, Laura Shamion, Mike Porter, and Christina Krasovich.
- The Human Resources Department budgets were presented by Director Deca Wasson.
- The City Attorney's budget was presented by Attorney Sean Brown.
- The Administration Department budgets were presented by Administrator Michael H. Cole.

The Council discussed and asked clarifying questions regarding the FY2024-2025 Budget.

Administrator Cole concluded that this budget is conservative and generally balanced, and that the city is financially stable and in a good position.

No action was taken.

**Adjournment**

There being no further business to come before the Council, the meeting was adjourned at 7:44 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next Special Meeting (Budget Workshop #3) will be held on May 15, 2024, in the 2nd Floor Community Room. The next regularly scheduled meeting will be held on May 21, 2024, in the City Hall Council Chambers.

(S E A L)
ATTEST:

_____ _____

Alicia Allen, City Clerk Shay Lundvall, Mayor
Publication Date: May 21, 2024

Council Proceedings May 15, 2024 Dinner – 5:30 p.m.
Meeting – 6:00 p.m.

A Special Meeting of the City Council was held on Tuesday the 15th day of May 2024, in the City Hall 2nd Floor Community Room.

Present were Councilmembers Simonson, Carsrud, McLeland, Gross (via teleconference), Montgomery, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Directors Deaton, Henderson, Muzzarelli, Pilon, and Wilde; Managers Price, Bache, Riehemann, Hogan, Williamson, Ostlund, Palmer, Kuntz, and Duvall; City Arborist Clements, City Engineer Schoen, Chief Building Official Strickland, Senior Administrative Assistant Gydesen, Electrical Services Superintendent Wolf, and City Clerk Allen.

The Mayor and Council partook in a pre-meeting meal, beginning at 5:30 p.m., no City business was conducted during the meal. Mayor Lundvall opened the Special Meeting at 6:00 p.m.

**Budget Workshop #3**

Departments presented their budgets to the Mayor and Council.

- The 1% Fund budget was summarized by Director Michelle Henderson, and the 1% Tax Expenses were summarized by Administrator Cole. Administrator Cole reviewed the recommended funding for Social Service Agency requests and asked for objections and discission from the mayor and council. Discussion ensued regarding funding for Happy Girls Don't Do That. The council agreed to fund $5,000.00 of the $10,000.00 requested. Mr. Cole reiterated that the official action item regarding these requests will take place during the three (3) Ordinance readings beginning on June 3, 2024. There was no discussion or objections to the other Agency requests.
- The Utilities Department budgets were presented by Director Joff Pilon and Mick Wolf. Administrator Cole explained the need for an amendment to the 2022 MOU between the City of Gillette and Campbell County Parks & Recreation to offer free swim sessions for patrons during the 2024 Summer. This will require an additional $40,000.00 which will be an action item at the next regular City Council meeting on May 21, 2024.
- The Public Works Department budgets were presented by Director Sawley Wilde, Dessa Gydesen, Skylar Riehemann, Jeff Hogan, Janie Kuntz, Wendy Clements, Scott Ostlund, and James Williamson. The Solid Waste revenue was summarized by Director Henderson.

Mayor Lundvall called a 10-minute break 6:59 p.m. The meeting resumed at 7:09 p.m.

- The Development Services Department budgets were presented by Director Ry Muzzarelli, Joe Schoen, David Strickland, and Meredith Duvall.

The Council discussed and asked clarifying questions regarding the FY2024-2025 Budget.

**Budget Wrap-Up**

Administrator Cole stated that the first reading of the FY2024-2025 budget will be on Monday June 3, 2024, and the next Regular Meeting will be on Tuesday, May 21, 2024. Mayor Lundvall shared appreciation for the efforts of city staff during the budget process and shared excitement for the next year.

**Adjournment**

There being no further business to come before the Council, the meeting was adjourned at 7:19 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 May 21, 2024, in the City Hall Council Chambers.

(S E A L)
ATTEST:

_____ _____

Alicia Allen, City Clerk Shay Lundvall, Mayor
Publication Date: May 21, 2024

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

**www.gillettewy.gov**

**DATE: 5/21/2024 6:00:00 PM**

**SUBJECT:**

An Ordinance Approving and Authorizing the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Capps Annexation Second Addition, Entirely Adjacent and Contiguous to the Present Boundaries of the City of Gillette, Wyoming, Pursuant to W.S. 15-1-403, and Establishing a C-1, General Commercial Zoning District, Subject to All Planning Requirements.(Planning Commission Vote: 7/0)

**BACKGROUND:**

Planning Commission Vote: 7/0

Ordinance First Reading: 7/0

Ordinance Second Reading: 7/0

During their regular scheduled meeting on March 5, 2024, the Governing Body of the city of Gillette approved Resolution No. 2866, initiating the annexation of 54.2 acres adjacent and contiguous to the City of Gillette, Wyoming, pursuant to Wyoming Statute 15-1-403, known as the Capps Annexation Second Addition.

The County has sent a letter supporting this annexation. Their letter stated the following: “In accordance with 2013 Campbell County Comprehensive Plan (Comp Plan) Chapters 3 and 6, ‘Land Use’ and ‘Goals and Implementation’ respectively, the County supports this annexation request. The Campbell County Planning Commission supported the creation and zoning of the property for economic development on October 19, 2023, with the board of County Commissioners approval on November 21, 2023. Additionally, the 2023 Gillette Vision 2040 ‘Industrial Diversification Action Plan’ Theme 1, Item 2, encourages streamlining City/County processes. Annexing the Capp property complies with this action item.”

This area is a logical extension of the City limits and will be serviceable. The land is generally located east of Garner Lake Road, between Vaquero Dr and I-90, and is bordered by corporate limits on the west side of the property. The owners desire to have the Tract annexed and zoned for C-1, General Commercial District uses with access to City services. There are no statutes or ordinances that regulate the shape or size of an area to be annexed.

The proposed zoning of the area is C-1, General Commercial District. The Comprehensive Plan that was adopted in 2013 envisioned the future land use to be a Mixed-Use Industrial Area. Across the Interstate, just south of the Tract, the Comprehensive Plan envisioned future land use to be Mixed Use Commercial/Industrial. Although C-1, General Commercial District, is not in perfect alignment with the proposed future use of Mixed-Use Industrial, it is a natural step back from what was proposed. C-1 will be in better keeping with the existing commercial lots on the west side of Garner Lake. Additionally, the transition from the nearby residential areas to a C-1 Zoning District will also be more in keeping with standard planning practices. The City Council will make the final zoning determination at the time of annexation.

The site currently has some mobile homes and small storage structures. The mobile homes are supplied by a private well that is situated on an adjacent property and private septic systems. If this Tract is zoned C-1, then the existing mobile homes would be considered a nonconforming use and have an exempt or "grandfathered in" status upon annexation. If a mobile home were to be removed from its existing location for more than twelve consecutive months, then the "grandfathered" status would be removed, and no other mobile home could be placed in its stead. If the mobile home were to be replaced within a period of less than twelve months, the new mobile home could be no larger than the original and would have to be placed in the same location. When the water well and septic systems fail, it will be required that those water and septic systems are replaced with City of Gillette Wastewater and Water services. The owners will be required to pay for these improvements. Any new development will not be allowed to hook up to these private services.

There is no significant City investment required in support of this annexation for water, sewer, streets, drainage or parks. This area is a logical extension of the City of Gillette corporate limits and will be serviceable. Water and Sewer services are available for the annexation area with services within an acceptable distance to the proposed annexation area. There is public access from Garner Lake Road. Gas and electrical are available for extension as well. Required upgrades to utilities are the responsibility of the property owners within the annexation area. Road and utility extensions and connections will be determined at the time of development of the property.

Any future development or construction will be reviewed by the City and shall meet City standards.

The additional tax upon landowners resulting from annexation is an additional 8 mills ($8.00 per $1,000 of assessed value) collected by the City for General Operation of the City. The County Tax Assessor's Office is responsible for establishing the classification of property, assessed value, and the assessment rate.

As per the State of Wyoming Statute 15-1-402, each landowner within 300 feet of the proposed annexation will be provided a letter by certified mail including the Public Hearing Notice outlining specific items such as water and sewer services, electrical services as well as a more comprehensive outline of the items previously mentioned.

This case was approved by the Planning Commission during their March 12, 2024, meeting with a vote of 7/0.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of an Ordinance Approving and Authorizing the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Capps Annexation Second Addition, Entirely Adjacent and Contiguous to the Present Boundaries of the City of Gillette, Wyoming,

Pursuant to W.S. 15-4-403, and Establishing a C-1, General Commercial Zoning District, Subject to All Planning Requirements.

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

| Click to download |
| --- |
| Capps Annexation Ordinance |
| 1/2 Mile Radius Vicinity Map |
| COG and County Zoning Map |
| COG Zoning Map |
| Capps Annexation Plat |
| Public Hearing Notice |
| Vicinity Map |
| Annexation Report |
| Meeting Minutes 03/12/23/2024 |

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXTENSION OF THE BOUNDARIES OF THE CITY OF GILLETTE, WYOMING, AND ANNEXATION OF A TRACT OF LAND KNOWN AS THE CAPPS ANNEXATION SECOND ADDITION, ENTIRELY ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARIES OF THE CITY OF GILLETTE, WYOMING, PURSUANT TO W.S. 15-1-403, AND ESTABLISHING A C-1, GENERAL COMMERCIAL ZONING DISTRICT, SUBJECT TO ALL PLANNING REQUIREMENTS

ANNEXATION PLAT PARCEL LOCATED IN A PORTION OF SECTION 19, TOWNSHIP 50 NORTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING

WHEREAS, The Landowner has initiated the annexation of a tract of land entirely adjacent and contiguous to the City of Gillette, Wyoming pursuant to Wyoming Statute 15-1-403, known as the Capps Annexation Second Addition;

WHEREAS, The Governing Body of the City of Gillette passed and approved Resolution No. 2866 at its regular meeting on March 5th, 2024; directing the preparation and distribution of an Annexation Report in accordance with Wyoming Statutes; directing the publication of a public hearing notice, establishing a date for a public hearing at the hour of 6:00 o'clock p.m., on April 16th, 2024 in the City Council Chambers, City Hall, Gillette, Wyoming and ordering that Notice be sent to the owners of the tracts described therein;

WHEREAS, a Notice of Hearing in compliance with Wyoming Statutes 15-1-405, was published in the Gillette News Record on March 16th, 2024 and April 6th, 2024; and the public hearing notice were mailed to the owners of the tracts of land as required by law, by certified mail at least 15 business days prior to the public hearing along with a copy of the Annexation Report pursuant to Wyoming Statutes 15-1-402; the public hearing was held as advertised, on April 16th, 2024, in the City Council Chambers, City Hall, Gillette, Wyoming, at which time the City Council did unanimously find that the requirements of Wyoming Statutes 15-1-402, were satisfied and that the area to be annexed is adjacent and contiguous to the corporate limits of the City of Gillette and that said areas should be annexed to the City;

WHEREAS, the City Council did find by Resolution dated March 5th, 2024 the necessary tests enunciated by Wyoming Statutes 15-1-402 were satisfied; and that the said Governing Body has determined that the area should be included within the corporate limits of said City of Gillette, Wyoming;

WHEREAS, a Public Hearing for the March 12th, 2024 City of Gillette Planning Commission Meeting was duly advertised; and

WHEREAS, the City of Gillette Planning Commission by a majority vote of its members on March 12th, 2024 reviewed the request and recommended that the request for Annexation be approved by the Gillette Governing Body and further recommended that the tract to be annexed be zoned C-1, General Commercial Zoning District.

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

Section 1. That pursuant to the petition filed with the City Council of the City of Gillette, Wyoming, there is hereby annexed to and included in the boundaries of the City of Gillette, Wyoming, the tract of land more fully described within the Annexation Plat attached hereto and incorporated herein by this reference.

Section 2. That all previous Ordinances defining the boundaries of the said City of Gillette, Wyoming, shall be and the same are hereby amended to include the area as herein described; and all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of any inconsistency.

Section 3. That an area of land known as the Capps Annexation Second Addition, as shown on the Annexation Plat, Campbell County, Wyoming is composed of two Tracts of

land. The parcels of land for the Annexation are to be zoned C-1, General Commercial Zoning District. The property to be zoned is legally described as follows:

**The following property is to be zoned C-1, General Commercial Zoning District:**

**Legal Description**

**CAPPS ANNEXATION SECOND ADDITION**
**SECTION 19, TOWNSHIP 50 NORTH, RANGE 71 WEST**

Tract A

Following is a parcel of land situated in a portion of the SW1/4NW1/4 and NW1/4SW1/4 of Section 19, T50N, R71W, of the Sixth Principal Meridian, Campbell County, Wyoming, more particularly described as follows:

Commencing at the northwest corner of said section 19, from which the west one-quarter of said Section 19 bears S00°53'22"E, a distance of 2634.65', basis of bearing for this description; thence S44°56'46"E, a distance of 1870.23' to the ne corner of tract b; thence S0°59'16"E, a distance of 1301.92' to the true point of beginning and the ne corner of subject tract; thence S0°59'16"E, a distance of 1019.83' to a point on the north right-of-way line of interstate 90; thence along said right-of-way through a curve to the right having a radius of 16986.25', a central angle of 0°25'00", an arc length of 123.51', a chord bearing of N 88°02'36" W, and a chord length of 123.51'; thence N63°25'45"W, a distance of 871.36'; thence N87°06'06"W, a distance of 328.34'; thence departing from said I-90 right-of-way, along the east right-of-way line of north garner lake road, N0°46'56"W; 491.25'; thence N89°13'07"E, a distance of 40.01'; thence N0°51'38"W, a distance of 155.08'; thence departing from said right-of-way and closing S88°10'21"E, a distance of 1182.74'; to the point of beginning. Containing 22.47 acres, more or less.

Tract B

Following is a parcel of land situated in a portion of the SW1/4NW1/4 and NW1/4SW1/4 of section 19, T50N, R71W, of the Sixth Principal Meridian Campbell County, Wyoming, more particularly described as follows:

Commencing at the northwest corner of said Section 19, from which the west one-quarter of said section 19 bears S00°53'22"E, a distance of 2634.65', basis of bearing for this description; thence S44°56'46"E, a distance of 1870.23' to the NE corner of subject tract and the true point of beginning; thence N89°42'20"W, a distance of 1266.05', to the east right-of-way line of north garner lake road; thence along said right-of-way S0°57'30"E, a distance of 426.88'; thence N89°18'07"E, a distance of 20.89'; thence S0°51'10"E, a distance of 307.20'; thence departing from said right-of-way, S88°39'39"E, a distance of 455.03'; thence S0°56'17"E, a distance of 495.27'; thence N88°34'24"W, a distance of 390.00', to the east right-of-way line of North Garner Lake Road; thence along said right-of-way S0°51'38"E, a distance of 40.67'; thence S88°10'21"E, a distance of 1182.74 to the point of beginning. Containing 31.73 acres, more or less.

Subject to all covenants, reservations, easements, conditions and rights appearing of record.

The Capps Annexation Second Addition is shown on the following Map, marked Vicinity Map.

Section 4. That the Annexation Plat of the Capps Annexation Second Addition, Campbell County, Wyoming as prepared by DOWL, Signed by Tad Rosenlund, Registered Land Surveyor, Wyoming Registration No. 15057, is made a part hereof and incorporated herein by this reference and is hereby approved for filing with the Campbell County Clerk and Ex-officio Recorder of Deeds.

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

CITY OF GILLETTE, WYOMING

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
City Clerk

Publication Date:

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:

_____

# 1/2 Mile Radius of Capps Second Addition

**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.

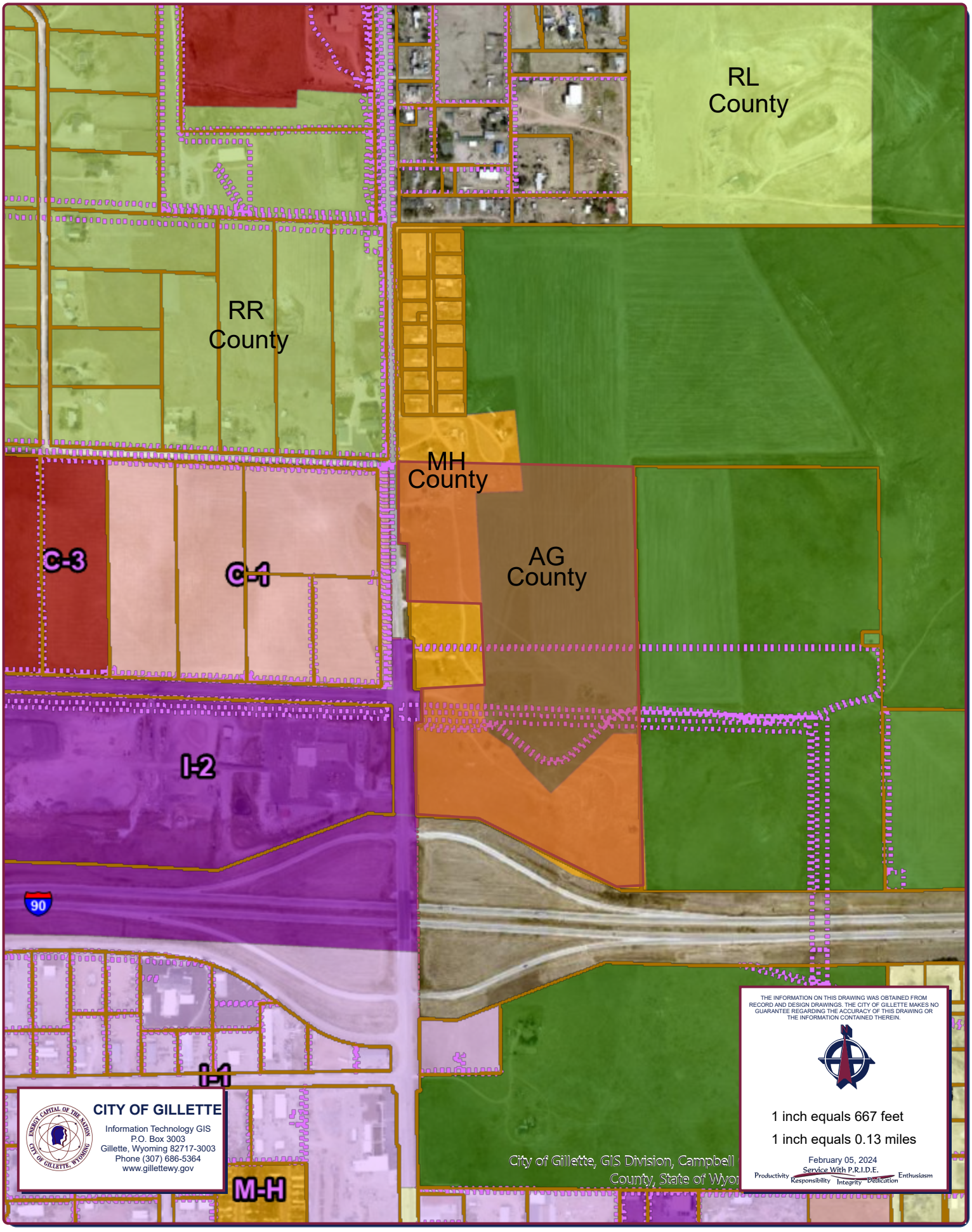
1 inch equals 1,333 feet

1 inch equals 0.25 miles

February 05, 2024

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

# Current City and County Zoning

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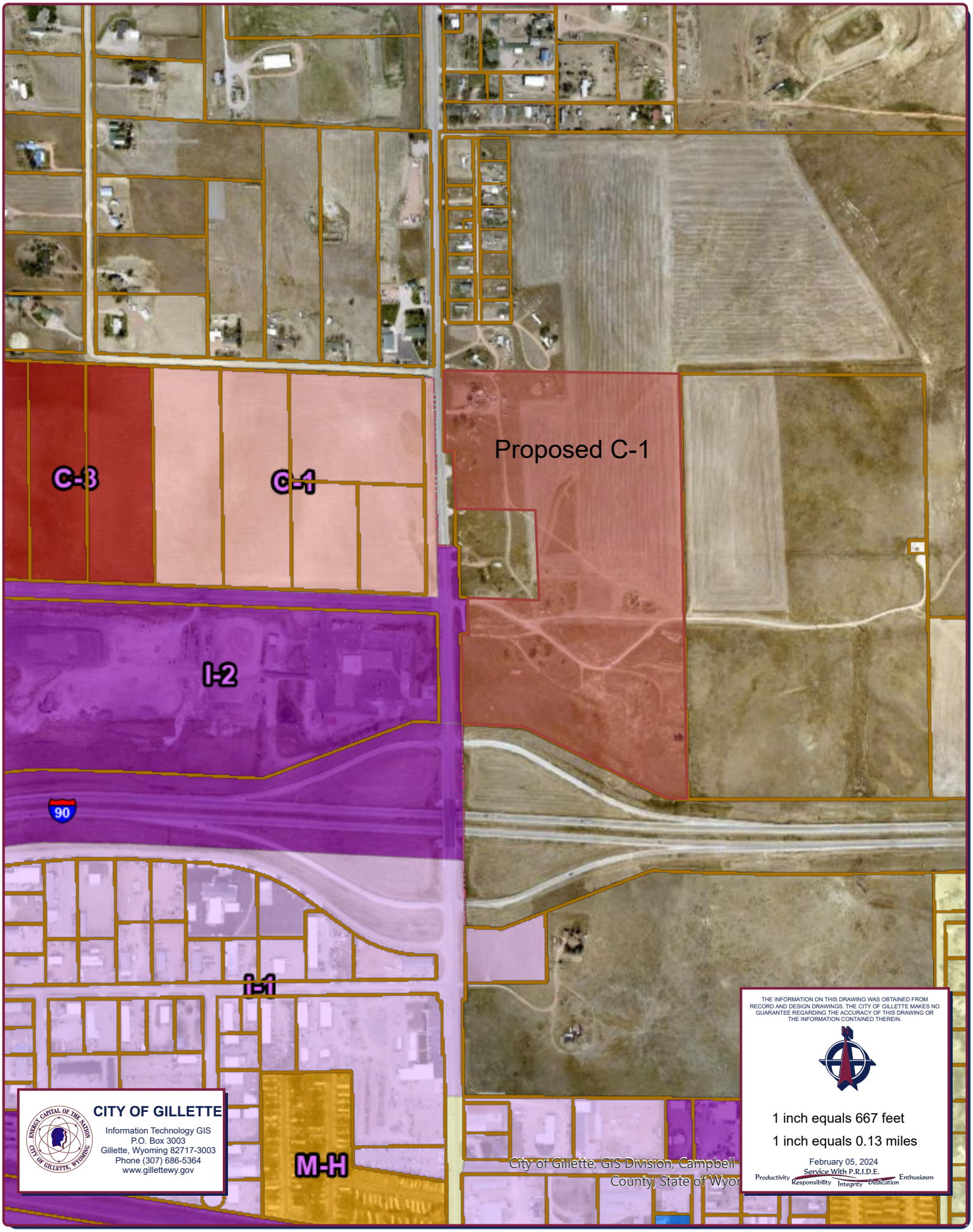
1 inch equals 667 feet

1 inch equals 0.13 miles

February 05, 2024

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

# Current City of Gillette Zoning Exhibit

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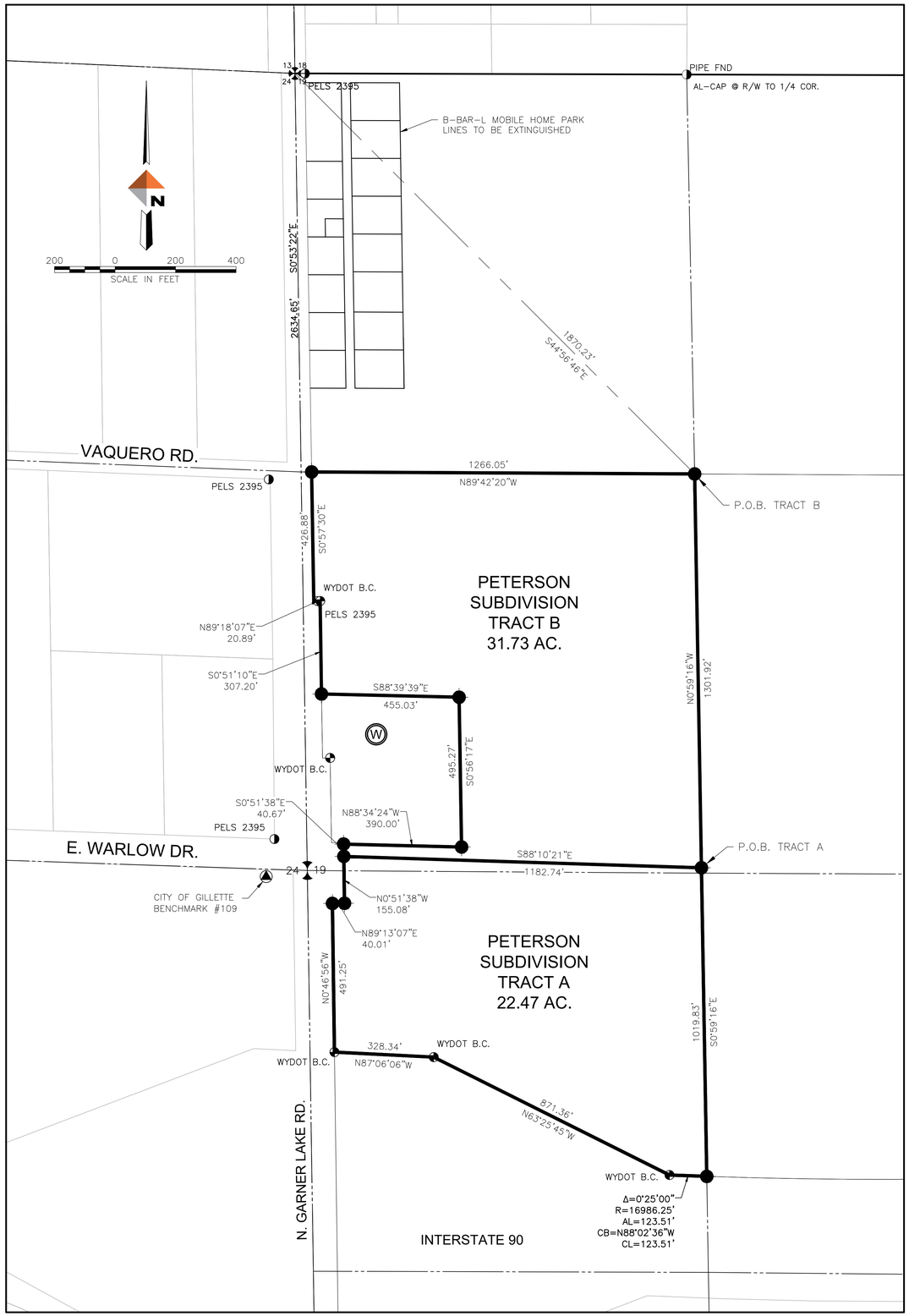
February 05, 2024

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

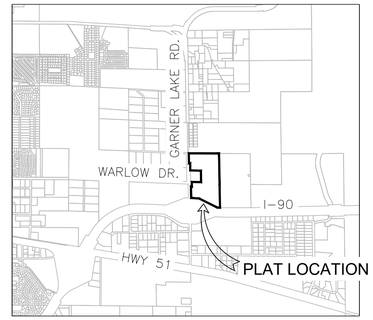
# CAPPS ANNEXATION SECOND ADDITION PLAT

PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19, T50N, R71W, OF THE 6TH P.M.




LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND ROW MONUMENT
- FOUND CORNER, DESCRIBED
- SET CORNER, 2" AC PELS 15057
- BENCHMARK
- EXISTING WELL
- TO BE ANNEXED
- EASEMENT
- SECTION LINE
- INTERIOR SECTION LINE




**VICINITY MAP**

**OWNER**
LINDA R. CAPPS REVOCABLE TRUST
PO BOX 664
GILLETTE, WY 82717

**DEVELOPER**
D A PETERSON COMPANY, LLC
406 10TH ST. WEST
LEMMON, SD, 57637
(605)374-7091

**AGENT**
TARVER CONSULTING
PO BOX 2080
GILLETTE, WY 82717
(307)680-9715

## LEGAL DESCRIPTION FOR TRACT A AND TRACT B

TRACT A
PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19, T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, FROM WHICH THE WEST ONE-QUARTER OF SAID SECTION 19 BEARS S00°53'22"E, A DISTANCE OF 2634.65', BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE S44°56'46"E, A DISTANCE OF 1870.23' TO THE NE CORNER OF TRACT B;
THENCE S0°59'16"E, A DISTANCE OF 1301.92' TO THE TRUE POINT OF BEGINNING AND THE NE CORNER OF SUBJECT TRACT;
THENCE S0°59'16"E, A DISTANCE OF 1019.83' TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 90;
THENCE ALONG SAID RIGHT-OF-WAY THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 16986.25', A CENTRAL ANGLE OF 0°25'00", AN ARC LENGTH OF 123.51', A CHORD BEARING OF N 88°02'36" W, AND A CHORD LENGTH OF 123.51';
THENCE N63°25'45"W, A DISTANCE OF 871.36';
THENCE N87°06'06"W, A DISTANCE OF 328.34';
THENCE DEPARTING FROM SAID I-90 RIGHT-OF-WAY, ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH GARNER LAKE ROAD, N0°46'56"W; 491.25';
THENCE N89°13'07"E, A DISTANCE OF 40.01';
THENCE N0°51'38"W, A DISTANCE OF 155.08';
THENCE DEPARTING FROM SAID RIGHT-OF-WAY AND CLOSING S88°10'21"E, A DISTANCE OF 1182.74'; TO THE POINT OF BEGINNING.
CONTAINING 22.47 ACRES, MORE OR LESS.

TRACT B
PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19,T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, FROM WHICH THE WEST ONE-QUARTER OF SAID SECTION 19 BEARS S00°53'22"E, A DISTANCE OF 2634.65', BASIS OF BEARING FOR THIS DESCRIPTION;
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THENCE N88°34'24"W, A DISTANCE OF 390.00', TO THE EAST RIGHT-OF-WAY LINE OF NORTH GARNER LAKE ROAD;
THENCE ALONG SAID RIGHT-OF-WAY S0°51'38"E, A DISTANCE OF 40.67';
THENCE S88°10'21"E, A DISTANCE OF 1182.74 TO THE POINT OF BEGINNING.
CONTAINING 31.73 ACRES, MORE OR LESS.

SURVEY NOTES:

BENCHMARK: CITY OF GILLETTE BM #109, SE OF INTERSECTION OF E. WARLOW DR. AND N. GARNER LAKE RD., 3 1/4" ALUMINUM CAP, N: 1384251.24', E:581892.70', ELEV.= 4514.84'

BASIS OF BEARING
STATE PLANE COORDINATE SYSTEM, WYOMING EAST ZONE AND THE WEST LINE OF SECTION 19, N00°53'22"W, 2634.65' AS MEASURED BETWEEN THE FOUND NWc AND THE W1/4 MONUMENTS.

VERTICAL DATUM
NAVD '88

HORIZONTAL DISTANCES
ALL DISTANCES SHOWN HERON ARE IN US SURVEY FEET AT GROUND. PAF=1.0002756590

SURVEY CERTIFICATE
I, TAD R. ROSENLUND, OF SHERIDAN, WY, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED DURING THE MONTH OF SEPTEMBER, 2023, BY ME. FOR WHOSE WORK I STAND PERSONALLY RESPONSIBLE AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND IS SET OUT ON THE GROUND AS SHOWN HEREON.

TAD R. ROSENLUND DATE
Wyoming L.S. No. 15057

Professional Engineer & Land Surveyor
TAD R. ROSENLUND
15057
Date
WYOMING

## ANNEXATION CERTIFICATE

THIS ANNEXATION PLAT AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT IS A TRUE AND CORRECT MAP OF THE AREA TO BE ANNEXED AND IS MADE BY PETITION OF THE MAJORITY OF THE LANDOWNERS OWNING A MAJORITY OF THE LAND.

EXECUTED THIS _____ DAY OF_____, A. D., 20_____, BY:

_____
CITY OF GILLETTE MAYOR

STATE OF WYOMING)
) SS.
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS:

_____DAY OF_____, A. D. 20_____, DAY_____, BY THE CITY OF GILLETTE, MAYOR, AND BY A FREE A VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

## CERTIFICATE OF APPROVAL BY CITY OF GILLETTE PLANNING COMMISSION

APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION, THIS_____DAY OF_____, A. D., 20_____.

_____
CHAIRMAN

_____
SECRETARY

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

APPROVED BY THE COUNCIL OF THE CITY OF GILLETTE, WYOMING, THIS_____DAY OF_____, A. D., 20_____.

_____
MAYOR

_____
SECRETARY

## CERTIFICATE OF REVIEW OF THE CITY ENGINEER

APPROVED BY THE CITY OF GILLETTE, WYOMING, THIS_____DAY OF_____, A. D., 20_____.

_____
CITY ENGINEER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT_____O'CLOCK_____M., AND IS DULY

RECORDED IN BOOK NUMBER_____, PAGE NUMBER_____.

_____
COUNTY CLERK

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |

REVISIONS


DOWL
WWW.DOWL.COM
1833 S. Sheridan Ave
Sheridan, Wyoming 82801
307-672-9006


CAPPS ANNEXATION
SECOND ADDITION PLAT

PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19, T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING

| | |
|---|---|
| PROJECT | 63.28034.01 |
| DATE | 01/30/2024 |

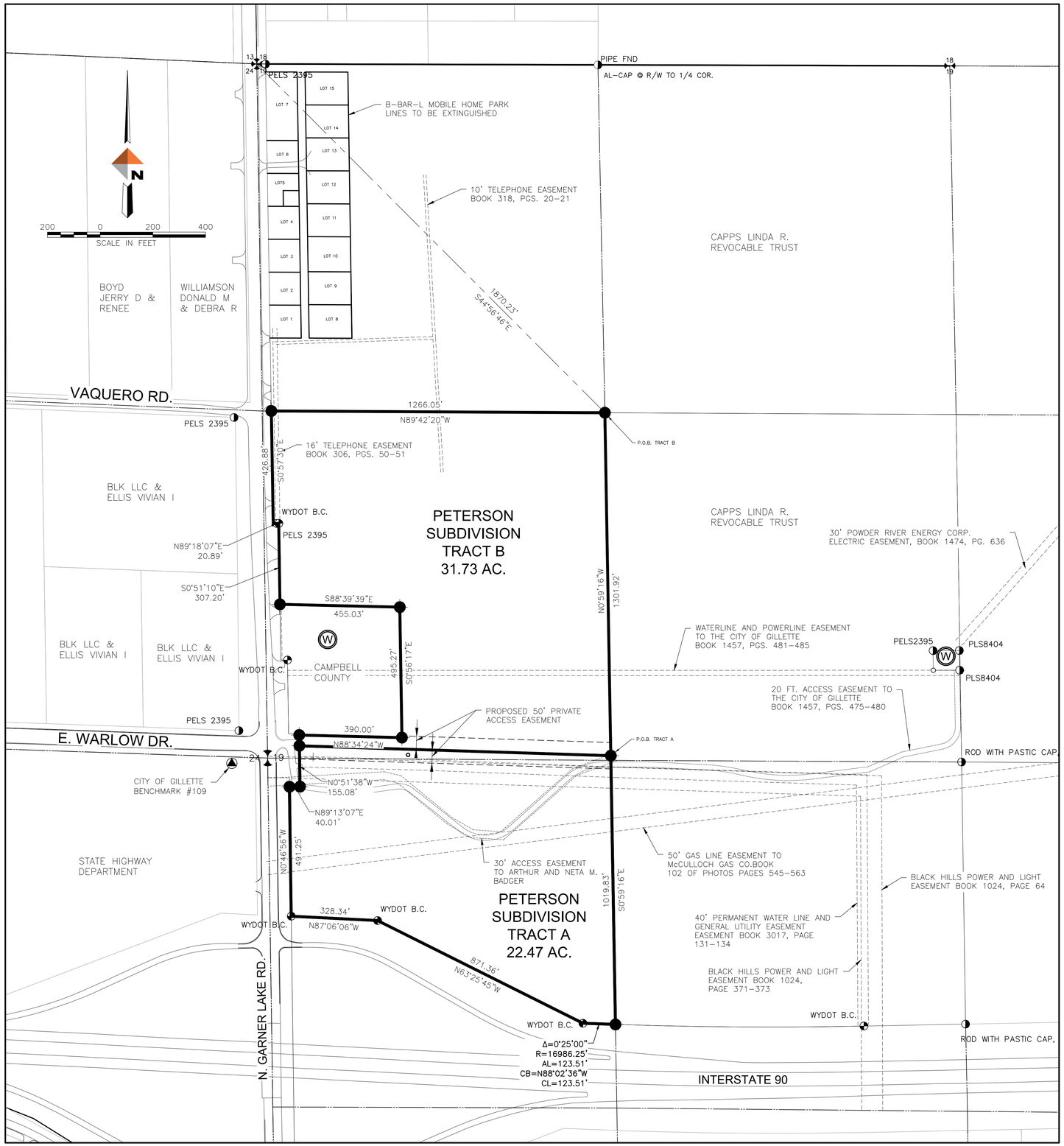
© DOWL 2023

SHEET
1
OF 1

C:\dowl_pw\d0410099\MC-PA-ANNEX-28034.dwg PLOT DATE 2024-1-31 13:38 SAVED DATE 2024-01-31 10:55 USER: jbridgewater

# CAPPS SECOND ADDITION
# EXISTING CONDITIONS

PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF
SECTION 19, T50N, R71W, OF THE 6TH P.M.




LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND ROW MONUMENT
- FOUND CORNER, DESCRIBED
- SET CORNER, 2" AC PELS 15057
- BENCHMARK
- EXISTING WELL
- TO BE ANNEXED
- EASEMENT
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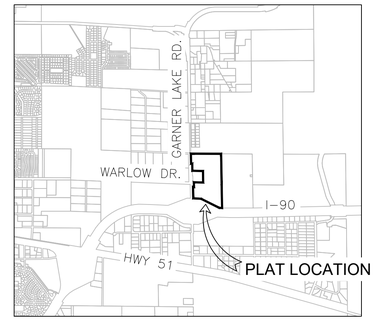


**VICINITY MAP**

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |


DOWL
WWW.DOWL.COM
1833 S. Sheridan Ave
Sheridan, Wyoming 82801
307-672-9006


CAPPS SECOND ADDITION
EXISTING CONDITIONS

PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4
OF SECTION 19, T50N, R71W, OF THE 6TH P.M.
CAMPBELL COUNTY, WYOMING

| | |
|---|---|
| PROJECT | 63.28034.01 |
| DATE | 01/30/2024 |

© DOWL 2023

SHEET
1
OF 1

C:\dowl_pw\d0410099\MC-PA-ANNEX2-28034.dwg PLOT DATE 2024-1-31 14:09 SAVED DATE 2024-01-31 11:00 USER: jbridgewater

# NOTICE OF ANNEXATION HEARING

Notice is hereby given that the City Council of the City of Gillette, County of Campbell, State of Wyoming, will hold a public hearing according to Wyoming Statute 15-1-405 to determine whether the area generally known as the Capps Annexation Second Addition complies with the terms of W. S. 15-1-403. The hearing is scheduled for April 16th, 2024, at 6:00 o'clock p.m., or as soon thereafter as the council agenda allows, in the Council Chambers, City Hall, Gillette, Wyoming, at which time all comments will be heard on the annexation of said property. City Hall is located at 201 East 5th Street, Gillette, Wyoming.

The Capps Annexation Second Addition is more particularly described as follows:

## Legal Description

### CAPPS ANNEXATION SECOND ADDITION
### SECTION 19, TOWNSHIP 50 NORTH, RANGE 71 WEST

Tract A

Following is a parcel of land situated in a portion of the SW1/4NW1/4 and NW1/4SW1/4 of Section 19, T50N, R71W, of the Sixth Principal Meridian, Campbell County, Wyoming, more particularly described as follows:

Commencing at the northwest corner of said section 19, from which the west one-quarter of said Section 19 bears S00°53'22"E, a distance of 2634.65', basis of bearing for this description; thence S44°56'46"E, a distance of 1870.23' to the ne corner of tract b; thence S0°59'16"E, a distance of 1301.92' to the true point of beginning and the ne corner of subject tract; thence S0°59'16"E, a distance of 1019.83' to a point on the north right-of-way line of interstate 90; thence along said right-of-way through a curve to the right having a radius of 16986.25', a central angle of 0°25'00", an arc length of 123.51', a chord bearing of N 88°02'36" W, and a chord length of 123.51'; thence N63°25'45"W, a distance of 871.36'; thence N87°06'06"W, a distance of 328.34'; thence departing from said I-90 right-of-way, along the east right-of-way line of north garner lake road, N0°46'56"W; 491.25'; thence N89°13'07"E, a distance of 40.01'; thence N0°51'38"W, a distance of 155.08'; thence departing from said right-of-way and closing S88°10'21"E, a distance of 1182.74'; to the point of beginning. Containing 22.47 acres, more or less.

Tract B

Following is a parcel of land situated in a portion of the SW1/4NW1/4 and NW1/4SW1/4 of section 19, T50N, R71W, of the Sixth Principal Meridian Campbell County, Wyoming, more particularly described as follows:

Commencing at the northwest corner of said Section 19, from which the west one-quarter of said section 19 bears S00°53'22"E, a distance of 2634.65', basis of bearing for this description; thence S44°56'46"E, a distance of 1870.23' to the NE corner of subject tract and the true point of beginning; thence N89°42'20"W, a distance of 1266.05', to the east right-of-way line of north garner lake road; thence along said right-of-way S0°57'30"E, a distance of 426.88'; thence N89°18'07"E, a distance of 20.89'; thence S0°51'10"E, a distance of 307.20'; thence departing from said right-of-way, S88°39'39"E, a distance of 455.03'; thence S0°56'17"E, a distance of 495.27'; thence N88°34'24"W, a distance of 390.00', to the east right-of-way line of North Garner Lake Road; thence along said right-of-way S0°51'38"E, a distance of 40.67'; thence S88°10'21"E, a distance of 1182.74 to the point of beginning. Containing 31.73 acres, more or less.

Subject to all covenants, reservations, easements, conditions and rights appearing of record.

The Capps Annexation Second Addition is shown on the following Map, marked Vicinity Map.

**Summary of Annexation Report**

A majority of the landowners owning a majority of the area sought to be annexed have petitioned the City of Gillette to annex 54.2 acres into the City limits. The land is generally located east of Garner Lake Road, between Vaquero Dr and I-90, and is bordered by corporate limits on the west side of the property. The owners desire to have the Tract annexed and zoned for C-1, General Commercial District uses with access to City services. There are no statutes or ordinances that regulate the shape or size of an area to be annexed.

There is no significant City investment required in support of this annexation for water, sewer, streets, drainage, or parks. The area is a logical extension of the city limits and will be serviceable.

The proposed zoning of the area is C-1, General Commercial District. The Comprehensive Plan that was adopted in 2013 envisioned the future land use to be a Mixed-Use Industrial Area. Across the Interstate, just south of the Tract, the Comprehensive Plan envisioned future land use to be Mixed Use Commercial/Industrial. Although C-1, General Commercial District, is not in perfect alignment with the proposed future use of Mixed-Use Industrial, it is a natural step back from what was proposed. C-1 will be in better keeping with the existing commercial lots on the west side of Garner Lake. The transition from the nearby residential areas to a C-1 Zoning District will also be more in keeping with standard planning practices that encourage a gradient of densities. The City Council will make the final zoning determination at the time of annexation.

The site currently has some mobile homes and small storage structures. The mobile homes are supplied by a private well that is situated on an adjacent property and private septic systems. If this Tract is zoned C-1, then the existing mobile homes would be considered a nonconforming use and have an exempt or “grandfathered in” status upon annexation. If a mobile home were to be removed from its existing location for more than twelve consecutive months, then the “grandfathered” status would be removed, and no other mobile home could be placed in its stead. If the mobile home were to be replaced within a period of less than twelve months, the new mobile home could be no larger than the original and would have to be placed in the same location. When the water well and septic systems fail, it will be required that those water and septic systems are replaced with City of Gillette Wastewater and Water services. The owners will be required to pay for these improvements. Any new development will not be allowed to hook up to these private services.

This area is a logical extension of the City of Gillette corporate limits and will be serviceable. Water and Sewer services are available for the annexation area with services within an acceptable distance to the proposed annexation area. There is public access from Garner Lake Road. Gas and electrical are available for extension as well. Required upgrades to utilities are the responsibility of the property owners within the annexation area. Road and utility extensions and connections will be determined at the time of development of the property.

All City infrastructure will be available for the private landowner’s use as the terms of the annexation report state. The benefits to the landowner include having access to City services which provide long-term security. Any future development or construction will be reviewed by the City and shall meet City standards.

The additional tax upon landowners resulting from annexation is an additional 8 mills ($8.00 per $1,000 of assessed value) collected by the City for General Operation of the City. This additional tax will only be in effect for those within the land being annexed. Adjacent landowners not within the annexation area will not have an additional 8 mills of taxation. The County Tax Assessor’s Office is responsible for establishing the classification of property, assessed value, and the assessment rate.

The third reading of the annexation ordinance is planned to be read on May 24th, 2024, with the annexation becoming effective after publication of the passed ordinance in the local newspaper.

For further detailed information citizens can call the City of Gillette Planning Office at 307-686-5281.

_____

Alicia Allen, City Clerk

Publish two times: March 16, 2024
April 6, 2024

Attachment: Vicinity Map
½ Mile Map
Summary of Annexation Report

# Exhibit A - Annexation Vicinity Map

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



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


1 inch equals 333 feet

1 inch equals 0.06 miles

February 22, 2024

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

CITY OF GILLETTE
Development Services
Planning Division
201 E. 5th Street • Gillette, Wyoming 82716
Phone 307.686.5281
www.gillettewy.gov

# ANNEXATION REPORT

## STREET OWNERSHIP AND MAINTENANCE

Currently there are no public streets within the proposed annexation area. Any proposed public streets must be constructed with a public dedicated right-of-way and be constructed to the City of Gillette Design Standards. Any work or access within a Public Right-of-Way will require a permit from the City Engineer's Office.

## WATER SERVICE

Water is available for this property. Extension of water mains or services are the sole responsibility of the property owners within the annexation area. A permit from City Engineering is necessary to obtain for water main or service extensions. New water service connections are subject to a City Water Plant Investment Fee.

## SANITARY SEWER SERVICE

Sewer is available for this property. Extension of sewer utilities is the sole responsibility of the property owners within the annexation area. A permit from City Engineering is necessary to obtain for sewer main or service extensions. New sewer service connections are subject to a City Sewer Plant Investment Fee.

## ELECTRICAL SERVICE

City electrical service is available to the property. The installation of any electrical infrastructure required in support of new development will be the responsibility of the landowner or developer. The installation is to be completed in accordance with the electrical extension and development policies of the City of Gillette. Electrical Capital Contribution Fees are required at the time of development of each lot.

## SOLID WASTE COLLECTION

Upon annexation, City of Gillette ordinances require that all residential customers use City solid waste collection services, while commercial and industrial customers have the choice to use either City services or that of a private provider. The City Public Works Department will provide collection service for residential solid waste on a weekly basis and will be charged the current rollout rate. Residents will also have the opportunity to participate in other City recycling and yard waste collection programs.

## SERVICE COSTS AND BILLING

Upon annexation, customers within the annexation area will be billed for City services at the same rate and classification as other comparable in-city customers. Rates are set by the City Council and are subject to change. Any future increases to current costs will be the same for the annexation area as they will be for any other comparable City customers.

## POLICE PROTECTION

All standard City of Gilette Police services will be provided. These include regular patrol, traffic enforcement, accident assistance and investigation, and animal control activities. These services will begin on the effective date of the annexation. The City Police Department will provide a similar level of service to the annexation area that is provided to all existing neighborhoods in Gillette.

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Development Services
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201 E. 5th Street • Gillette, Wyoming 82716
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CODE ENFORCEMENT

Upon annexation, the annexation area will be covered by the various City of Gillette Codes and requirements adopted by the City. All construction activities will be subject to the Building Codes and Ordinances in effect at the time of application for a building permit. Other Ordinances concerning junk, weeds, and general nuisances will be enforced where and if necessary.

ZONING CLASSIFICATION

The land area of the annexation is proposed to be zoned C-1, General Commercial District. The Gillette City Council will make the final determination of the zoning districts at the time of annexation.

SUBDIVISION REGULATIONS

Any future platting of this land shall be in compliance with the current adopted Subdivision Regulations of the City of Gillette. Any new development will also need to comply with all City standards.

PROPERTY TAXES

The additional taxes resulting from the annexation are an additional 8 mils ($8.00 per $1,000 of assessed value) collected by the City for General Operation of the City. The Campbell County Tax Assessor's Office is responsible for establishing the classification of property, assessed value, and the assessment rate. For more information or a tax estimate, please contact the Campbell County Assessor's Office.

CITY REPRESENTATION AND VOTING

Upon annexation, Ward 1 City Council members will represent the land area. Currently, Councilman Jim West and Councilwoman Tricia Simonson represent Ward 1.

PARK LAND

All parkland dedication is governed by the City of Gillette Subdivision Regulations. The parkland fee and dedication are exempt in industrial zoning districts. There currently is no parkland fee or dedication associated with the subject property.

CITY INVESTMENT IN SUPPORT OF ANNEXATION

There is no significant City of Gillette investment for this annexation.

IMPROVEMENT AND SERVICE DISTRICT DEBT/FINANCIAL OBLIGATIONS

All current debt/assessments for existing Service and Improvement Districts will continue to be serviced by each district for its respective project until the debt is retired. The Landowner will continue to be responsible for any assessment until it is paid in full. The City of Gillette has no obligation or liability with respect to improvement and service district debt.

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SUMMARY OF ANNEXATION

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There is no significant City investment required in support of this annexation for water, sewer, streets, drainage, or parks. The area is a logical extension of the city limits and will be serviceable.

The proposed zoning of the area is C-1, General Commercial District. The Comprehensive Plan that was adopted in 2013 envisioned the future land use to be a Mixed-Use Industrial Area. Across the Interstate, just south of the Tract, the Comprehensive Plan envisioned future land use to be Mixed Use Commercial/Industrial. Although C-1, General Commercial District, is not in perfect alignment with the proposed future use of Mixed-Use Industrial, it is a natural step back from what was proposed. C-1 will be in better keeping with the existing commercial lots on the west side of Garner Lake. The transition from the nearby residential areas to a C-1 Zoning District will also be more in keeping with standard planning practices that encourage a gradient of densities. The City Council will make the final zoning determination at the time of annexation.

The site currently has some mobile homes and small storage structures. The mobile homes are supplied by a private well that is situated on an adjacent property and private septic systems. If this Tract is zoned C-1, then the existing mobile homes would be considered a nonconforming use and have an exempt or "grandfathered in" status upon annexation. If a mobile home were to be removed from its existing location for more than twelve consecutive months, then the "grandfathered" status would be removed, and no other mobile home could be placed in its stead. If the mobile home were to be replaced within a period of less than twelve months, the new mobile home could be no larger than the original and would have to be placed in the same location. When the water well and septic systems fail, it will be required that those water and septic systems are replaced with City of Gillette Wastewater and Water services. The owners will be required to pay for these improvements. Any new development will not be allowed to hook up to these private services.

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All City infrastructure will be available for the private landowner's use as the terms of the annexation report state. The benefits to the landowner include having access to City services which provide long-term security. Any future development or construction will be reviewed by the City and shall meet City standards.

The additional tax upon landowners resulting from annexation is an additional 8 mills ($8.00 per $1,000 of assessed value) collected by the City for General Operation of the City. This additional tax will only be in effect

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for those within the land being annexed. Adjacent landowners not within the annexation area will not have an additional 8 mills of taxation. The County Tax Assessor's Office is responsible for establishing the classification of property, assessed value, and the assessment rate.

The third reading of the annexation ordinance is planned to be read on May 24th, 2024, with the annexation becoming effective after publication of the passed ordinance in the local newspaper.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ March 12, 2024 ~5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Ryan Conklin, Richard Cone, Matthew Nelson, Cristal Pratt, Jack Colson, and Ian Scott.

Commission Members Absent: None

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 Ian Scott to approve the meeting minutes of January 23, 2024. Vice-Chair Conklin seconded the motion. Motion carried 7/0.

Case No. PL2024-0001 ANNEXATION PLAT-Capps Annexation Second Addition

The owner, Linda Capps, has initiated the annexation of a tract of land adjacent and contiguous to the City of Gillette, Wyoming, pursuant to Wyoming Statute 15-1-403, known as the Capps Annexation Second Addition.

The County has sent a letter supporting this annexation. This area is a logical extension of the City limits and will be serviceable. The land is generally located east of Garner Lake Road, between Vaquero Dr and I-90, and is bordered by corporate limits on the west side of the property.

The owners desire to have the Tract annexed and zoned for C-1, General Commercial District uses with access to City services. There are no statutes or ordinances that regulate the shape or size of an area to be annexed.

The site currently has some mobile homes and small storage structures. The mobile homes are supplied by a private well that is situated on an adjacent property and private septic systems. If this Tract is zoned C-1, then the existing mobile homes would be considered a nonconforming use and have an exempt or “grandfathered in” status upon annexation. If a mobile home were to be removed from its existing location for more than twelve consecutive months, then the “grandfathered” status would be removed, and no other mobile home could be placed in its stead. If the mobile home were to be replaced within a period of less than twelve months, the new mobile home could be no larger than the original and would have to be placed in the same location.

When the water well and septic systems fail, it will be required that those water and septic systems are replaced with City of Gillette Wastewater and Water services. The owners will be required to pay for these improvements. Any new development will not be allowed to hook up to these private services.

Any future development or construction will be reviewed by the City and shall meet City standards.

Shannon Stefanick said the city Planning Division received one phone call from the public regarding the case and was a general inquiry only.

DRAFT

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

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 Meredith Duvall said the next meeting will be April 9, 2024.

ADJOURNMENT The meeting was adjourned at 5:23 p.m.

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

DRAFT

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

**www.gillettewy.gov**

**DATE: 5/21/2024 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 05/21/2024

| | Invoice Number | Invoice Description | Amount |
|---|---|---|---|
| **001-GENERAL FUND** | | | |
| **00-UNDEFINED** | | | |
| **00-UNDEFINED** | | | |
| 4555-ATLAS OFFICE PRODUCTS | | | |
| | 173177 | CUSTODIAL INVENTORY | 1,016.24 |
| | 173178 | CUSTODIAL INVENTORY | 327.03 |
| | 173179 | CUSTODIAL INVENTORY | 191.52 |
| | | **VENDOR TOTAL:** | **1,534.79** |
| 77777-MISC ONE TIME VENDOR | | | |
| | 173113 | REFUND OF LANDSCAPE MAINTENANCE AGREEMENT | 1,600.00 |
| | | **VENDOR TOTAL:** | **1,600.00** |
| 1511-NORCO INC | | | |
| | 173218 | CUSTODIAL INVENTORY | 139.32 |
| | 173219 | CUSTODIAL INVENTORY | 64.44 |
| | | **VENDOR TOTAL:** | **203.76** |
| 2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL | | | |
| | 172913 | APRIL 2024 OFFICER TRAINING FEES | 200.00 |
| | | **VENDOR TOTAL:** | **200.00** |
| 2300-WESTERN STATIONERS | | | |
| | 173232 | OFFICE SUPPLY INVENTORY | 779.57 |
| | 173233 | OFFICE SUPPLY INVENTORY | 260.00 |
| | 173234 | OFFICE SUPPLY INVENTORY | 1,175.65 |
| | | **VENDOR TOTAL:** | **2,215.22** |
| | | **DIVISION TOTAL:** | **5,753.77** |
| | | **DEPARTMENT TOTAL:** | **5,753.77** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **10-ADMINISTRATION** | | |
| **01-MAYOR & COUNCIL** | | |
| 1351-CAMPBELL COUNTY CHAMBER OF COMMERCE | | |
| 172966 | GOVERNOR'S LUNCH | 200.00 |
| | **VENDOR TOTAL:** | **200.00** |
| 3998-ROBERT G ROSENBERG | | |
| 172879 | GILLETTE HISTORIC PRESERVATION COMMISSION | 3,000.00 |
| | **VENDOR TOTAL:** | **3,000.00** |
| 1748-THAT EMBROIDERY PLACE | | |
| 172880 | BABY ANIMAL | 45.00 |
| | **VENDOR TOTAL:** | **45.00** |
| | **DIVISION TOTAL:** | **3,245.00** |
| **02-ADMINISTRATION** | | |
| 55555-MISC EMPLOYEE VENDOR | | |
| 173098 | TRAVEL REIMBURSEMENT | 64.66 |
| | **VENDOR TOTAL:** | **64.66** |
| 2431-WYOMING ASSOCIATION MUNICIPALITIES | | |
| 172967 | WYO CITY ADMINISTRATOR MEMBERSHIPD DUES - M COLE | 150.00 |
| | **VENDOR TOTAL:** | **150.00** |
| | **DIVISION TOTAL:** | **214.66** |
| **04-SPECIAL PROJECTS** | | |
| 1285-CAMPBELL COUNTY PUBLIC LAND BOARD CAMPLEX | | |
| 173015 | FY23/24 CAPITAL AND CAMPOREE FUNDING REQUEST #5 | 171,594.74 |
| | **VENDOR TOTAL:** | **171,594.74** |
| 2484-CAMPBELL COUNTY TREASURER | | |
| 172980 | 2ND HALF PROPERTY TAXES - 206 CAREY AVE | 71.02 |
| 172981 | 2ND HALF PROPERTY TAXES - 206 CAREY AVE | 127.02 |
| 172982 | 2ND HALF PROPERTY TAXES - 210 CAREY AVE | 128.68 |
| | **VENDOR TOTAL:** | **326.72** |
| 1864-FIRST NATIONAL BANK OF GILLETTE | | |
| 173122 | CCS OFFICE REMODEL AND TELECOM | 4,334.43 |
| 173126 | ECSC SHELTER PROJECT RETAINAGE | 580.62 |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **10-ADMINISTRATION** | | |
| **04-SPECIAL PROJECTS** | | |
| 1864-FIRST NATIONAL BANK OF GILLETTE | | |
| 173128 | CITY POOL RECONSTRUCTION RETAI | 19,338.29 |
| | **VENDOR TOTAL:** | **24,253.34** |
| 1560-HLADKY CONSTRUCTION | | |
| 173121 | CCS OFFICE REMODEL AND TELECOM | 82,354.17 |
| | **VENDOR TOTAL:** | **82,354.17** |
| 4422-INTERSTATE ENGINEERING, INC | | |
| 173143 | CITY POOL RECONSTRUCTION | 15,005.09 |
| | **VENDOR TOTAL:** | **15,005.09** |
| 1754-KLJ ENGINEERING LLC | | |
| 173150 | COUNCIL OF COMMUNITY SERVICES | 4,423.37 |
| | **VENDOR TOTAL:** | **4,423.37** |
| 1663-LAND SURVEYING INCORPORATED | | |
| 173112 | ECSC SHELTERS AND REBEAUTIFICATION | 717.76 |
| | **VENDOR TOTAL:** | **717.76** |
| 2033-POWDER RIVER CONSTRUCTION | | |
| 173127 | CITY POOL RECONSTRUCTION | 367,427.44 |
| | **VENDOR TOTAL:** | **367,427.44** |
| 4319-RUSSELL & MILLS STUDIOS | | |
| 173138 | ECSC SHELTERS AND BEAUTIFICATI | 6,160.00 |
| | **VENDOR TOTAL:** | **6,160.00** |
| 1493-S & S BUILDERS | | |
| 173125 | ECSC SHELTER PROJECT | 11,031.76 |
| | **VENDOR TOTAL:** | **11,031.76** |
| | **DIVISION TOTAL:** | **683,294.39** |
| | **DEPARTMENT TOTAL:** | **686,754.05** |

# Expenditure Approval Report
# Check Approval Date of 05/21/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **15-ATTORNEY** | | |
| **15-ATTORNEY** | | |
| 2583-BEST BEST & KRIEGER LLP | | |
| 172986 | CHARTER RENEWAL | 555.00 |
| | **VENDOR TOTAL:** | **555.00** |
| 1250-FIRST AMERICAN TITLE | | |
| 173051 | TITLE COMMITMENT FOR COLLEGE LOTS TRANSFER | 5,345.00 |
| | **VENDOR TOTAL:** | **5,345.00** |
| 2312-THOMSON WEST | | |
| 173004 | SUBSCRIPTION | 401.82 |
| | **VENDOR TOTAL:** | **401.82** |
| | **DIVISION TOTAL:** | **6,301.82** |
| | **DEPARTMENT TOTAL:** | **6,301.82** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **20-HUMAN RESOURCES** | | |
| **20-HUMAN RESOURCES** | | |
| 4458-EMPLOYMENT TESTING CENTER OF WYOMING | | |
| 172965 | RETURN TO WORK, URN45 | 565.00 |
| | **VENDOR TOTAL:** | **565.00** |
| 1753-EMPLOYMENT TESTING SERVICES INC | | |
| 173016 | PRE-EMPLOYMENT AND POST ACCIDENT TESTING | 482.00 |
| | **VENDOR TOTAL:** | **482.00** |
| 5011-FORGING SUCCESS LLC | | |
| 173037 | SUPERVISOR TRAINING | 7,000.00 |
| | **VENDOR TOTAL:** | **7,000.00** |
| 4305-STERLING INFOSYSTEMS, INC | | |
| 172976 | BACKGROUND CHECKS | 832.57 |
| | **VENDOR TOTAL:** | **832.57** |
| | **DIVISION TOTAL:** | **8,879.57** |
| **21-SAFETY** | | |
| 1748-THAT EMBROIDERY PLACE | | |
| 173017 | SAFETY COAT | 145.00 |
| 173018 | SAFETY COAT | 138.00 |
| 173019 | SAFETY COAT | 150.00 |
| 173020 | SAFETY COAT | 148.00 |
| 173021 | SAFETY COAT | 148.00 |
| 173022 | SAFETY COAT | 138.00 |
| 173023 | SAFETY COAT | 150.00 |
| 173030 | SAFETY COAT | 150.00 |
| 173031 | SAFETY COAT | 150.00 |
| 173032 | SAFETY COAT | 128.00 |
| 173033 | SAFETY COAT | 128.00 |
| 173034 | SAFETY COAT | 150.00 |

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# Check Approval Date of 05/21/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **20-HUMAN RESOURCES** | | |
| **21-SAFETY** | | |
| 1748-THAT EMBROIDERY PLACE | | |
| 173036 | SAFETY COAT | 143.00 |
| | **VENDOR TOTAL:** | **1,866.00** |
| | **DIVISION TOTAL:** | **1,866.00** |
| | **DEPARTMENT TOTAL:** | **10,745.57** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **25-FINANCE** | | |
| **26-CUSTOMER SERVICE** | | |
| 1627-DIEBOLD INC | | |
| 172912 | MAINTENANCE CONTRACT FOR DRIVE UP | 1,898.44 |
| | **VENDOR TOTAL:** | **1,898.44** |
| 1898-ONLINE UTILITY EXCHANGE | | |
| 172877 | UTILITY EXCHANGE REPORT | 326.00 |
| | **VENDOR TOTAL:** | **326.00** |
| 3369-POSTAL PROS SOUTHWEST INC | | |
| 172876 | PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS | 3,065.48 |
| 172977 | PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS | 1,397.85 |
| | **VENDOR TOTAL:** | **4,463.33** |
| 3892-SQUARE GROVE LLC | | |
| 173225 | STANDING DESK | 6,979.00 |
| | **VENDOR TOTAL:** | **6,979.00** |
| | **DIVISION TOTAL:** | **13,666.77** |
| **34-INFORMATION TECHNOLOGY** | | |
| 4025-AGOSTO HOLDINGS, LLC | | |
| 172970 | GOOGLE VOICE | 3,605.25 |
| | **VENDOR TOTAL:** | **3,605.25** |
| 1358-CENTURYLINK | | |
| 172974 | TELEPHONE SERVICE | 2,446.14 |
| | **VENDOR TOTAL:** | **2,446.14** |
| 2547-CONTROLSOFT INC | | |
| 173091 | CONTROLSOFT INTUNE | 950.00 |
| | **VENDOR TOTAL:** | **950.00** |
| 1606-DELL MARKETING LP | | |
| 173205 | INTERNAL 8X DVD | 37.79 |
| | **VENDOR TOTAL:** | **37.79** |
| 4834-POWERDMS, INC | | |
| 172971 | NEOGOV POWERREADY | 1,790.10 |
| | **VENDOR TOTAL:** | **1,790.10** |

# Expenditure Approval Report
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| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **25-FINANCE** | | |
| **34-INFORMATION TECHNOLOGY** | | |
| 1748-THAT EMBROIDERY PLACE | | |
| 172972 | UNIFORM SHIRTS FOR LEE | 37.98 |
| 172973 | UNIFORM SHIRTS CLINT | 36.00 |
| | **VENDOR TOTAL:** | **73.98** |
| 2222-VERIZON WIRELESS | | |
| 172975 | AVL DATA | 1,791.37 |
| | **VENDOR TOTAL:** | **1,791.37** |
| 2247-VISIONARY COMMUNICATIONS | | |
| 172969 | INTERNET SERVICE | 1,092.96 |
| | **VENDOR TOTAL:** | **1,092.96** |
| | **DIVISION TOTAL:** | **11,787.59** |
| | **DEPARTMENT TOTAL:** | **25,454.36** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **40-POLICE DEPARTMENT** | | |
| **40-PD ADMINISTRATION** | | |
| 4481-BALCO UNIFORM CO., INC | | |
| 172994 | NAMEPLATES | 1,774.70 |
| | **VENDOR TOTAL:** | **1,774.70** |
| 2477-CAMPBELL COUNTY JUVENILE PROBATION | | |
| 173160 | ANNUAL FUNDING - DRUG TESTING | 728.13 |
| | **VENDOR TOTAL:** | **728.13** |
| 2483-CAMPBELL COUNTY SHERIFF | | |
| 172993 | MARCH 2024 PRISONER BILLING | 3,750.00 |
| | **VENDOR TOTAL:** | **3,750.00** |
| 1368-CHILDREN'S HOME SOCIETY | | |
| 172995 | FORENSIC INTERVIEW | 150.00 |
| 172996 | FORENSIC INTERVIEW | 150.00 |
| 172997 | FORENSIC INTERVIEW | 150.00 |
| | **VENDOR TOTAL:** | **450.00** |
| 2597-CRAIG FURMAN | | |
| 173000 | DUI BLOOD DRAW | 75.00 |
| 173001 | DUI BLOOD DRAW | 75.00 |
| 173003 | DUI BLOOD DRAW | 75.00 |
| | **VENDOR TOTAL:** | **225.00** |
| 1916-GALLS INC | | |
| 172990 | HOCKMAN SHIRTS | 124.60 |
| 172991 | BUSTOS PANTS | 209.10 |
| | **VENDOR TOTAL:** | **333.70** |
| 5003-THE COVINA-THOMAS COMPANY | | |
| 173198 | POLICE LANTERN | 2,115.00 |
| | **VENDOR TOTAL:** | **2,115.00** |
| 4865-WYOMING CENTER FOR CLINICAL EXCELLENCE | | |
| 172998 | PD COUNSELING | 200.00 |
| 172999 | PD COUNSELING | 200.00 |
| | **VENDOR TOTAL:** | **400.00** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **40-POLICE DEPARTMENT** | | |
| **40-PD ADMINISTRATION** | | |
| 2389-WYOMING POLICE SERVICE DOG CLUB | | |
| 172992 | K9 MEMBERSHIP | 240.00 |
| | **VENDOR TOTAL:** | **240.00** |
| | **DIVISION TOTAL:** | **10,016.53** |
| | **DEPARTMENT TOTAL:** | **10,016.53** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **50-PUBLIC WORKS** | | |
| **33-CITY HALL BUILDING MAINTENANCE** | | |
| 1040-ALSCO | | |
| 172859 | RUG CLEANING | 40.83 |
| 172860 | RUG CLEANING | 46.10 |
| 172861 | RUG CLEANING | 57.75 |
| 172863 | RUG CLEANING | 40.83 |
| 172864 | RUG CLEANING | 46.10 |
| 172866 | RUG CLEANING | 57.75 |
| 172871 | RUG CLEANING | 28.69 |
| 172872 | RUG CLEANING | 15.80 |
| 172885 | RUG CLEANING | 28.69 |
| 172886 | RUG CLEANING | 15.80 |
| 172888 | RUG CLEANING | 46.10 |
| 173092 | RUG CLEANING | 15.80 |
| 173093 | RUG CLEANING | 15.80 |
| 173094 | PARTS | 15.80 |
| 173095 | PARTS | 15.80 |
| | **VENDOR TOTAL:** | **487.64** |
| 1077-ARCHITECTURAL SPECIALTIES LLC | | |
| 173009 | OFFICE HANDSETS FOR CUSTOMER SERVICE | 232.72 |
| | **VENDOR TOTAL:** | **232.72** |
| 1844-FARMER BROTHERS COMPANY | | |
| 173010 | COFFEE AT CITY HALL | 114.46 |
| | **VENDOR TOTAL:** | **114.46** |
| 2036-POWDER RIVER HEATING & CONDITIONING CORPORATION | | |
| 172874 | LOWER COOLING COIL INSPECTION | 420.00 |
| 173042 | WATER TESTING HVAC AT CITY HALL | 772.50 |
| 173043 | WATER TESTING HVAC AT CITY HALL | 772.50 |
| | **VENDOR TOTAL:** | **1,965.00** |
| | **DIVISION TOTAL:** | **2,799.82** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **50-PUBLIC WORKS** | | |
| **50-PUBLIC WORKS ADMIN** | | |
| 4148-TERRY SJOLIN | | |
| 173053 | CONTRACTED SPORTS FIELD SCHEDULER | 900.00 |
| | **VENDOR TOTAL:** | **900.00** |
| | **DIVISION TOTAL:** | **900.00** |
| **51-PARKS** | | |
| 1040-ALSCO | | |
| 172869 | UNIFORM CLEANING | 64.48 |
| 172884 | UNIFORM CLEANING | 64.04 |
| | **VENDOR TOTAL:** | **128.52** |
| 3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT | | |
| 172987 | ANTELOPE VALLEY PARK WATER | 7.50 |
| | **VENDOR TOTAL:** | **7.50** |
| 3909-CRESTVIEW IMROVEMENT & SERVICE DISTRICT | | |
| 172988 | CRESTVIEW PARK WATER | 7.50 |
| | **VENDOR TOTAL:** | **7.50** |
| 1999-HAWKINS INC | | |
| 172964 | CHEMICALS | 1,075.64 |
| | **VENDOR TOTAL:** | **1,075.64** |
| 55555-MISC EMPLOYEE VENDOR | | |
| 173099 | SAFETY BOOT REIMBURSEMENT | 100.00 |
| | **VENDOR TOTAL:** | **100.00** |
| 3827-TAMI WALDNER | | |
| 172956 | LUNCH FOR ECSC BOARD MEETING | 150.00 |
| | **VENDOR TOTAL:** | **150.00** |
| 2400-WYOMING WATER SOLUTIONS | | |
| 173052 | WATER FOR ECSC | 21.00 |
| | **VENDOR TOTAL:** | **21.00** |
| | **DIVISION TOTAL:** | **1,490.16** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **50-PUBLIC WORKS** | | |
| **53-FORESTRY** | | |
| 1277-CAMPBELL COUNTY MASTER GARDENERS | | |
| 173038 | TREES TO PLANT DURING CAMPOREE | 625.00 |
| | **VENDOR TOTAL:** | **625.00** |
| 2261-WARNE CHEMICAL & EQUIPMENT CO | | |
| 172875 | HERBICIDE FOR SPRAYING | 2,623.91 |
| | **VENDOR TOTAL:** | **2,623.91** |
| | **DIVISION TOTAL:** | **3,248.91** |
| **54-STREETS** | | |
| 1040-ALSCO | | |
| 172867 | UNIFORM CLEANING | 53.45 |
| | **VENDOR TOTAL:** | **53.45** |
| 5007-FIRERESQ INC. | | |
| 173207 | 1 1/2" BOOSTER FIRE HOSE STORAGE REEL KIT | 2,633.70 |
| | **VENDOR TOTAL:** | **2,633.70** |
| 1864-FIRST NATIONAL BANK OF GILLETTE | | |
| 173244 | MATERIAL STORAGE BUILDING RETA | 7,800.48 |
| | **VENDOR TOTAL:** | **7,800.48** |
| 1589-HOT IRON | | |
| 172963 | CONCRETE COLLARS | 3,750.00 |
| | **VENDOR TOTAL:** | **3,750.00** |
| 1897-ONE CALL OF WYOMING COPR | | |
| 173165 | ONE-CALL OF WYOMING | 86.25 |
| | **VENDOR TOTAL:** | **86.25** |
| 2035-POWDER RIVER ENERGY CORPORATION | | |
| 172891 | ELECTRIC - WELCOME TO GILLETTE SIGN ON SHWY 59 | 44.07 |
| 172892 | ELECTRIC - SIGN LIGHTING HWY 14/16 | 43.98 |
| 172893 | ELECTRIC - SIGN LIGHTING HWY 50 | 42.98 |
| | **VENDOR TOTAL:** | **131.03** |
| 1493-S & S BUILDERS | | |
| 173243 | MATERIAL STORAGE BUILDING | 148,209.12 |
| | **VENDOR TOTAL:** | **148,209.12** |

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| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **50-PUBLIC WORKS** | | |
| **54-STREETS** | | |
| 1802-SIMON CONTRACTORS | | |
| 173039 | PEA GRAVEL | 504.36 |
| 173040 | ROCK | 320.00 |
| 173041 | ROCK | 310.00 |
| | **VENDOR TOTAL:** | **1,134.36** |
| | **DIVISION TOTAL:** | **163,798.39** |
| | **DEPARTMENT TOTAL:** | **172,237.28** |

# Expenditure Approval Report
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| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **60-ENGINEERING & DEV SERVICES** | | |
| **62-TRAFFIC SAFETY** | | |
| 4228-RMS INSTRUMENT & ELECTRICAL, LLC | | |
| 172910 | FIBER IP ADDRESS FOR NEW LICENSES | 240.00 |
| | **VENDOR TOTAL:** | **240.00** |
| | **DIVISION TOTAL:** | **240.00** |
| | **DEPARTMENT TOTAL:** | **240.00** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **65-PUBLIC AFFAIRS DEPARTMENT** | | |
| **31-CITY CLERK/PRINT SHOP** | | |
| 1482-NEWS RECORD | | |
| 172984 | APRIL 2024 LEGAL ADVERTISING | 7,966.35 |
| | **VENDOR TOTAL:** | **7,966.35** |
| | **DIVISION TOTAL:** | **7,966.35** |
| **32-JUDICIAL** | | |
| 4966-APRIL SHIPPY | | |
| 173054 | INTERPRET MUNCIPAL COURT HEARINGS | 20.00 |
| 173055 | INTERPRET BENCH TRAIL | 50.00 |
| | **VENDOR TOTAL:** | **70.00** |
| | **DIVISION TOTAL:** | **70.00** |
| **65-PUBLIC AFFAIRS ADMINISTRATION** | | |
| 1482-NEWS RECORD | | |
| 172985 | APRIL 2024 ADVERTISING | 1,451.80 |
| | **VENDOR TOTAL:** | **1,451.80** |
| | **DIVISION TOTAL:** | **1,451.80** |
| | **DEPARTMENT TOTAL:** | **9,488.15** |
| | **FUND TOTAL:** | **926,991.53** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **201-1% FUND** | | |
| **10-ADMINISTRATION** | | |
| **05-1% OPTIONAL SALES TAX** | | |
| 1381-CITY OF GILLETTE | | |
| 173132 | DRAINAGE AT 8TH AND STOCKTAIL | 4,138.33 |
| | **VENDOR TOTAL:** | **4,138.33** |
| 1415-CONSOLIDATED ENGINEERS INC | | |
| 173157 | STOCKTRAIL AND 8TH DRAINAGE | 3,534.35 |
| | **VENDOR TOTAL:** | **3,534.35** |
| 1559-DOWL LLC | | |
| 173136 | WESTOVER ROAD RETAINING WALL | 5,102.50 |
| 173139 | TRAFFIC INTERSECTION EVALUATIO | 425.00 |
| | **VENDOR TOTAL:** | **5,527.50** |
| 1684-DRM INC | | |
| 173241 | CAM-PLEX WASTEWATER LIFT STATI | 332,963.16 |
| | **VENDOR TOTAL:** | **332,963.16** |
| 1864-FIRST NATIONAL BANK OF GILLETTE | | |
| 173118 | 4-J/6TH STREET SHOSONE RETAINA | 7,526.35 |
| 173124 | IRRIGATION CENTRAL CONTROL IMP | 1,909.95 |
| | **VENDOR TOTAL:** | **9,436.30** |
| 1866-FIRST NORTHERN BANK OF WYOMING | | |
| 173242 | CAM-PLEX WASTEWATER LIFT STATI | 17,524.38 |
| | **VENDOR TOTAL:** | **17,524.38** |
| 1450-HDR ENGINEERING INC | | |
| 173144 | CAM-PLEX WASTEWATER LIFT STATI | 27,390.25 |
| | **VENDOR TOTAL:** | **27,390.25** |
| 1560-HLADKY CONSTRUCTION | | |
| 173123 | IRRIGATION CENTRAL CONTROL PRO | 36,289.09 |
| | **VENDOR TOTAL:** | **36,289.09** |
| 1589-HOT IRON | | |
| 173119 | MCCANN HEIGHTS RECONSTRUCTION | 517,591.21 |
| | **VENDOR TOTAL:** | **517,591.21** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **201-1% FUND** | | |
| **10-ADMINISTRATION** | | |
| **05-1% OPTIONAL SALES TAX** | | |
| 1754-KLJ ENGINEERING LLC | | |
| 173141 | REMINGTON DRAINAGE RECONNAISSA | 10,018.70 |
| 173142 | ALLEN AVE RECONSTRUCT AND DRAI | 28,732.35 |
| 173147 | 2023 MCCANN HEIGHTS PROJECT | 26,660.70 |
| | **VENDOR TOTAL:** | **65,411.75** |
| 1312-MORRISON MAIERLE INC | | |
| 173137 | FOOTHILLS DRAINAGE IMPROVEMENT | 19,915.50 |
| 173156 | 2023 WATER MAIN INTERCONNECT | 4,326.32 |
| | **VENDOR TOTAL:** | **24,241.82** |
| 3605-MOUNTAIN PEAK BUILDERS LLC | | |
| 173131 | DRAINAGE AT 8TH AND STOCKTAIL | 78,628.32 |
| | **VENDOR TOTAL:** | **78,628.32** |
| 4226-NATHAN G STEINER | | |
| 173154 | SHOSHONE AVE BEAUTIFICATION | 8,524.74 |
| | **VENDOR TOTAL:** | **8,524.74** |
| 1958-PCA ENGINEERING INC | | |
| 173148 | CENTRAL CONTROL PHASE 1 | 843.05 |
| 173152 | 2024 CHIP SEAL PROJECT | 850.00 |
| 173158 | L&H ALLEY IMPROVEMENTS | 1,095.00 |
| 173245 | WEST SHOSHONE SURFACING IMPROV | 9,115.65 |
| | **VENDOR TOTAL:** | **11,903.70** |
| 4319-RUSSELL & MILLS STUDIOS | | |
| 173168 | DALBEY IMPROVEMENTS STUDY | 5,230.00 |
| | **VENDOR TOTAL:** | **5,230.00** |
| 1493-S & S BUILDERS | | |
| 173117 | 4-J/6TH STREET SHOSHONE | 143,000.61 |
| | **VENDOR TOTAL:** | **143,000.61** |
| 1779-SECURITY STATE BANK | | |
| 173120 | MCCANN HEIGHTS RECONSTRUCTION | 27,241.64 |
| | **VENDOR TOTAL:** | **27,241.64** |

# Expenditure Approval Report
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| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **201-1% FUND** | | |
| **10-ADMINISTRATION** | | |
| **05-1% OPTIONAL SALES TAX** | | |
| 3623-STRUCTURAL DYNAMICS LLC | | |
| 173145 | GURLEY OVERPASS ANNUAL INSPECT | 17,601.73 |
| | **VENDOR TOTAL:** | **17,601.73** |
| 2363-WWC ENGINEERING | | |
| 173149 | FEMA DONKEY CREEK MASTER DRAIN | 24,559.00 |
| 173151 | SUTHERLAND SUBDIVISION VALVE P | 1,328.00 |
| | **VENDOR TOTAL:** | **25,887.00** |
| | **DIVISION TOTAL:** | **1,362,065.88** |
| | **DEPARTMENT TOTAL:** | **1,362,065.88** |
| | **FUND TOTAL:** | **1,362,065.88** |

# Expenditure Approval Report
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| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **301-MADISON WATERLINE** | | |
| **70-UTILITIES** | | |
| **72-MADISON WATER LINE** | | |
| 1559-DOWL LLC | | |
| 173134 | GILLETTE REGIONAL WATER SUPPLY | 4,770.61 |
| | **VENDOR TOTAL:** | **4,770.61** |
| 1450-HDR ENGINEERING INC | | |
| 173133 | GILLETTE REGIONAL WATER SUPPLY | 6,125.62 |
| | **VENDOR TOTAL:** | **6,125.62** |
| 4992-HERITAGE BANK | | |
| 173116 | GILLETTE MADISON PROJECT- CONT | 56,369.44 |
| | **VENDOR TOTAL:** | **56,369.44** |
| 1312-MORRISON MAIERLE INC | | |
| 173135 | GILLETTE REGIONAL WATER SUPPLY | 1,313.50 |
| | **VENDOR TOTAL:** | **1,313.50** |
| 4991-PROSPECT CONSTRUCTION INC. | | |
| 173115 | GILLETTE MADISON PIPELINE PROJ | 1,071,019.40 |
| | **VENDOR TOTAL:** | **1,071,019.40** |
| | **DIVISION TOTAL:** | **1,139,598.57** |
| | **DEPARTMENT TOTAL:** | **1,139,598.57** |
| | **FUND TOTAL:** | **1,139,598.57** |

# Expenditure Approval Report
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| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **501-UTILITIES ADMINISTRATION FUND** | | |
| **70-UTILITIES** | | |
| **70-UTILITIES ADMINISTRATION** | | |
| 1482-NEWS RECORD | | |
| 172984 | APRIL 2024 LEGAL ADVERTISING | 2,988.30 |
| | **VENDOR TOTAL:** | **2,988.30** |
| | **DIVISION TOTAL:** | **2,988.30** |
| | **DEPARTMENT TOTAL:** | **2,988.30** |
| | **FUND TOTAL:** | **2,988.30** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **502-SOLID WASTE FUND** | | |
| **50-PUBLIC WORKS** | | |
| **55-SOLID WASTE** | | |
| 1040-ALSCO | | |
| 172868 | UNIFORM CLEANING | 22.14 |
| 172883 | UNIFORM CLEANING | 22.14 |
| | **VENDOR TOTAL:** | **44.28** |
| 2434-AMERICAN WELDING & GAS INC | | |
| 172957 | CYLINDER RENT | 122.90 |
| 172958 | CYLINDER RENT | 38.80 |
| | **VENDOR TOTAL:** | **161.70** |
| 3894-CAMPBELL COUNTY LANDFILL | | |
| 172989 | APRIL 2024 LANDFILL CHARGES | 79,137.75 |
| | **VENDOR TOTAL:** | **79,137.75** |
| 3904-CBH CO-OP | | |
| 172968 | WEIGHT TICKETS | 110.00 |
| | **VENDOR TOTAL:** | **110.00** |
| 2303-WESTERN WASTE SOLUTIONS INC | | |
| 172954 | RECYCLING | 3,984.00 |
| 172955 | 3 YARD DUMPSTER | 97.00 |
| | **VENDOR TOTAL:** | **4,081.00** |
| | **DIVISION TOTAL:** | **83,534.73** |
| | **DEPARTMENT TOTAL:** | **83,534.73** |
| | **FUND TOTAL:** | **83,534.73** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **503-WATER FUND** | | |
| **70-UTILITIES** | | |
| **73-WATER** | | |
| 1197-BORDER STATES ELECTRIC | | |
| 173181 | WATER * WIRE * BRANDON | 293.85 |
| | **VENDOR TOTAL:** | **293.85** |
| 3894-CAMPBELL COUNTY LANDFILL | | |
| 173045 | APRIL 2024 WATER LANDFILL CHARGES | 217.50 |
| | **VENDOR TOTAL:** | **217.50** |
| 2484-CAMPBELL COUNTY TREASURER | | |
| 172983 | 2ND HALF PROPERTY TAXES - BENNOR ESTATES ROAD MAIN | 300.00 |
| | **VENDOR TOTAL:** | **300.00** |
| 1852-FEDERAL EXPRESS CORPORATION | | |
| 173014 | MISC SHIPPING | 110.52 |
| | **VENDOR TOTAL:** | **110.52** |
| 1422-GILLETTE CONTRACTORS SUPPLY INC | | |
| 173184 | WT - MAINTENANCE OF 10" CLA-VAL | 12,874.44 |
| 173195 | WATER * BATTERIES * MIKE J | 1,009.76 |
| | **VENDOR TOTAL:** | **13,884.20** |
| 1450-HDR ENGINEERING INC | | |
| 173140 | 30" MADISION TRANSMISSION LINE | 1,713.75 |
| 173153 | PUMP STATION #1 UPGRADES - DES | 3,360.00 |
| | **VENDOR TOTAL:** | **5,073.75** |
| 1897-ONE CALL OF WYOMING COPR | | |
| 173165 | ONE-CALL OF WYOMING | 86.25 |
| | **VENDOR TOTAL:** | **86.25** |
| 2005-PETE LIEN & SONS INC | | |
| 173048 | CONCRETE | 1,859.00 |
| | **VENDOR TOTAL:** | **1,859.00** |
| 2035-POWDER RIVER ENERGY CORPORATION | | |
| 172894 | ELECTRIC - ROZET RANCHETTES WATER SYSTEM | 103.62 |
| 172895 | ELECTRIC - 8 MILE WATER SYSTEM | 131.50 |
| 172896 | ELECTRIC - SERVICE CONTROL BUILDING | 91.14 |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **503-WATER FUND** | | |
| **70-UTILITIES** | | |
| **73-WATER** | | |
| 2035-POWDER RIVER ENERGY CORPORATION | | |
| 172897 | ELECTRIC - FORCE RD JOINT POWERS BOARD | 66.97 |
| 172898 | ELECTRIC - COOK RD | 98.55 |
| 172899 | ELECTRIC - SOUTHFORK | 105.07 |
| 172900 | ELECTRIC - RAFTER D | 83.17 |
| 172901 | ELECTRIC - OVERBROOK | 125.08 |
| 172902 | ELECTRIC - BENNOR ESTATES | 112.94 |
| 172903 | ELECTRIC - MADISON REHAB CPS #7 | 54.39 |
| 172904 | ELECTRIC - MADISON REHAB CPS #4 | 44.80 |
| 172905 | ELECTRIC - CPS #3 | 45.25 |
| 172906 | ELECTRIC - CPS #2 | 49.87 |
| 172907 | ELECTRIC - FORCE RD STORAGE BUILDING | 120.03 |
| | **VENDOR TOTAL:** | **1,232.38** |
| 2554-QUALITY AGG AND CONSTRUCTION INC | | |
| 173047 | DIRT | 30.00 |
| | **VENDOR TOTAL:** | **30.00** |
| 2114-RAILROAD MANAGEMENT CO LLC | | |
| 173049 | TWO 30" WATER PIPELINES LICENSE FEES | 379.14 |
| 173050 | 30" WATER PIPELINE CROSSING LICENSE FEES | 379.14 |
| | **VENDOR TOTAL:** | **758.28** |
| 4228-RMS INSTRUMENT & ELECTRICAL, LLC | | |
| 172908 | DONKEY CREEK YARD GATE | 1,655.43 |
| 173046 | DONKEY CREEK YARD GATE | 1,726.50 |
| | **VENDOR TOTAL:** | **3,381.93** |
| 4406-TWIN PEAKS PUMP & SUPPLY, INC | | |
| 173229 | WATER-COOPER | 3,746.07 |
| | **VENDOR TOTAL:** | **3,746.07** |
| | **DIVISION TOTAL:** | **30,973.73** |
| | **DEPARTMENT TOTAL:** | **30,973.73** |
| | **FUND TOTAL:** | **30,973.73** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **504-POWER FUND** | | |
| **00-UNDEFINED** | | |
| **00-UNDEFINED** | | |
| 88888-MISC UTILITY OVERPAYMENTS | | |
| 172829 | UE 35118 703 EXPRESS | 37.09 |
| 172830 | UE 18332 1011 CHURCH | 1.26 |
| 172831 | UE 4804 2501 DOGWOOD | 94.05 |
| 172832 | UE 4774 2417 DOGWOOD | 160.82 |
| 172833 | UE 11558 2404 FOOTHILLS | 192.39 |
| 172834 | UE 32724 4528 RUNNING W | 177.33 |
| 172835 | UE 39740 3907 ARIEL | 119.15 |
| 172836 | UE 35500 719 EXPRESS | 167.09 |
| 172837 | UE 33336 1602 LIMECREEK | 33.87 |
| 172838 | UE 39788 3917 ARIEL | 198.44 |
| 172839 | UE 27684 1101 DESERT HILLS | 193.59 |
| 172840 | UE 42364 207 MACALLAN | 142.15 |
| 172841 | UE 18592 1120 12TH | 154.42 |
| 172842 | UE 17657 2633 LEDOUX | 127.86 |
| 172843 | UE 32356 4514 RUNNING W | 81.42 |
| 172844 | UE 19244 801 4TH | 314.02 |
| 172845 | UE 35330 713 EXPRESS | 176.28 |
| 172846 | UE 6374 708 VIVIAN | 169.01 |
| 172847 | UE 32904 4536 RUNNING W | 168.66 |
| 172848 | UE 11592 2400 FOOTHILLS | 188.75 |
| 172849 | UE 42398 218 COLLEGE PARK | 72.84 |
| 172850 | UE 18525 7021 BLACKTOOTH | 124.18 |
| 172851 | UE 27304 1001 DESERT HILLS | 148.10 |
| 172852 | UE 20580 7129 ROBIN | 195.99 |
| 172853 | UE 26772 3707 WASHINGTON | 81.79 |
| 172854 | UE 13800 500 LONGMONT | 146.95 |
| | **VENDOR TOTAL:** | **3,667.50** |
| | **DIVISION TOTAL:** | **3,667.50** |
| | **DEPARTMENT TOTAL:** | **3,667.50** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **504-POWER FUND** | | |
| **70-UTILITIES** | | |
| **74-POWER** | | |
| 1447-ANIXTER POWER SOLUTIONS | | |
| 173006 | ACSR WIRE DIES | 622.12 |
| 173173 | BULWARK UNIFORMS | 257.36 |
| 173175 | ARIAT UNIFORMS | 1,316.74 |
| | **VENDOR TOTAL:** | **2,196.22** |
| 2484-CAMPBELL COUNTY TREASURER | | |
| 172978 | 2ND HALF PROPERTY TAX - DISTRIBUTION "OTHER" | 78,681.34 |
| 172979 | 2ND HALF PROPERTY TAXES - WYGEN III/CTII | 109,684.97 |
| | **VENDOR TOTAL:** | **188,366.31** |
| 1684-DRM INC | | |
| 173162 | ANNUAL TRENCHING AND BORING AG | 185.37 |
| | **VENDOR TOTAL:** | **185.37** |
| 3822-ELECTRO-TEST AND MAINTENANCE INC | | |
| 173166 | SUBSTATION MAINTENANCE SERVICE | 41,056.16 |
| | **VENDOR TOTAL:** | **41,056.16** |
| 1852-FEDERAL EXPRESS CORPORATION | | |
| 172914 | MISC SHIPPING | 67.52 |
| | **VENDOR TOTAL:** | **67.52** |
| 1264-MCM GENERAL CONTRACTORS | | |
| 173164 | ANNUAL TRENCHING AND BORING AG | 2,048.00 |
| | **VENDOR TOTAL:** | **2,048.00** |
| 1897-ONE CALL OF WYOMING COPR | | |
| 173165 | ONE-CALL OF WYOMING | 86.25 |
| | **VENDOR TOTAL:** | **86.25** |
| 2071-PROELECTRIC INC | | |
| 173161 | ANNUAL MISCELLANOUS ELECTRICAL | 1,545.06 |
| | **VENDOR TOTAL:** | **1,545.06** |
| 4228-RMS INSTRUMENT & ELECTRICAL, LLC | | |
| 173167 | ELECTRICAL MAINTENANCE | 2,768.97 |
| | **VENDOR TOTAL:** | **2,768.97** |

# Expenditure Approval Report
# Check Approval Date of 05/21/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **504-POWER FUND** | | |
| **70-UTILITIES** | | |
| **74-POWER** | | |
| 4143-TANTALUS SYSTEMS INC | | |
| 173007 | COMPLETION OF BILLING INTEGRATION | 3,982.00 |
| | **VENDOR TOTAL:** | **3,982.00** |
| | **DIVISION TOTAL:** | **242,301.86** |
| | **DEPARTMENT TOTAL:** | **242,301.86** |
| | **FUND TOTAL:** | **245,969.36** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **505-SEWER FUND** | | |
| **70-UTILITIES** | | |
| **75-SEWER** | | |
| 1040-ALSCO | | |
| 172865 | UNIFORM CLEANING | 179.18 |
| 173096 | UNIFORM CLEANING | 142.83 |
| | **VENDOR TOTAL:** | **322.01** |
| 1048-AMERICAN EQUIPMENT INC | | |
| 172962 | 2024 ANNUAL HOIST INSPECTIONS | 6,398.86 |
| | **VENDOR TOTAL:** | **6,398.86** |
| 4420-BOK FINANCIAL | | |
| 173130 | GILLETTE WWTF HEADWORKS IMPROV | 6,173.44 |
| | **VENDOR TOTAL:** | **6,173.44** |
| 3894-CAMPBELL COUNTY LANDFILL | | |
| 172873 | APRIL 2024 WW LANDFILL CHARGES | 791.25 |
| | **VENDOR TOTAL:** | **791.25** |
| 3904-CBH CO-OP | | |
| 173197 | DIESEL FUEL - RESTOCK FOR WWTP | 1,323.50 |
| | **VENDOR TOTAL:** | **1,323.50** |
| 1792-ENERGY LABORATORIES INC | | |
| 173005 | TESTING | 402.60 |
| | **VENDOR TOTAL:** | **402.60** |
| 1977-GREG'S WELDING CORPORATION | | |
| 172959 | 3" FLOW METER INSTALL | 460.00 |
| | **VENDOR TOTAL:** | **460.00** |
| 1450-HDR ENGINEERING INC | | |
| 173146 | WWTF HEADWORKS IMPROVEMENTS PR | 32,621.95 |
| 173246 | WWTP PHASE II PROJECTS | 2,615.00 |
| | **VENDOR TOTAL:** | **35,236.95** |
| 1897-ONE CALL OF WYOMING COPR | | |
| 173165 | ONE-CALL OF WYOMING | 86.25 |
| | **VENDOR TOTAL:** | **86.25** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **505-SEWER FUND** | | |
| **70-UTILITIES** | | |
| **75-SEWER** | | |
| 2035-POWDER RIVER ENERGY CORPORATION | | |
| 172889 | ELECTRIC - GIL SEWAGE MTR STA | 59.91 |
| 172890 | ELECTRIC - GIL EASTSIDE GURLEY LIFT | 1,170.76 |
| | **VENDOR TOTAL:** | **1,230.67** |
| 2036-POWDER RIVER HEATING & CONDITIONING CORPORATION | | |
| 172960 | HVAC REPAIRS | 420.00 |
| | **VENDOR TOTAL:** | **420.00** |
| 4228-RMS INSTRUMENT & ELECTRICAL, LLC | | |
| 173011 | WATER TREATMENT FACILITY PROJECT | 2,347.50 |
| 173012 | WATER TREATMENT FACILITY PROJECT | 600.00 |
| 173013 | WATER TREATMENT FACILITY PROJECT | 612.50 |
| | **VENDOR TOTAL:** | **3,560.00** |
| 4121-TRUGRIT TRACTION, INC | | |
| 172961 | CAMERA WHEEL RESURFACE | 788.00 |
| | **VENDOR TOTAL:** | **788.00** |
| 4419-VELOCITY CONSTRUCTORS INCORPORATED | | |
| 173129 | GILLETTE WWTF HEADWORKS IMPROV | 117,295.32 |
| | **VENDOR TOTAL:** | **117,295.32** |
| | **DIVISION TOTAL:** | **174,488.85** |
| | **DEPARTMENT TOTAL:** | **174,488.85** |
| | **FUND TOTAL:** | **174,488.85** |

# Expenditure Approval Report
# Check Approval Date of 05/21/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **601-CITY WEST FUND** | | |
| **50-PUBLIC WORKS** | | |
| **39-CITY WEST BUILDING MAINT** | | |
| 1040-ALSCO | | |
| 172882 | RUG CLEANING | 57.75 |
| 172887 | RUG CLEANING | 40.83 |
| | **VENDOR TOTAL:** | **98.58** |
| 1511-NORCO INC | | |
| 173044 | CUSTODIAL SUPPLIES | 20.16 |
| | **VENDOR TOTAL:** | **20.16** |
| 1919-PAINTBRUSH SEWER & DRAIN | | |
| 173008 | RECYCLING | 120.00 |
| | **VENDOR TOTAL:** | **120.00** |
| | **DIVISION TOTAL:** | **238.74** |
| | **DEPARTMENT TOTAL:** | **238.74** |
| | **FUND TOTAL:** | **238.74** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **603-WAREHOUSE FUND** | | |
| **00-UNDEFINED** | | |
| **00-UNDEFINED** | | |
| 1447-ANIXTER POWER SOLUTIONS | | |
| 173169 | ELECTRICAL INVENTORY | 1,810.00 |
| 173172 | ELECTRICAL INVENTORY | 908.04 |
| 173176 | ELECTRICAL INVENTORY | 1,070.00 |
| | **VENDOR TOTAL:** | **3,788.04** |
| 1197-BORDER STATES ELECTRIC | | |
| 173180 | ELECTRICAL INVENTORY | 1,047.87 |
| 173182 | ELECTRICAL INVENTORY | 795.00 |
| | **VENDOR TOTAL:** | **1,842.87** |
| 1464-CRESCENT ELECTRIC SUPPLY | | |
| 173199 | ELECTRICAL INVENTORY | 31,573.86 |
| 173200 | ELECTRICAL INVENTORY | 4,857.52 |
| | **VENDOR TOTAL:** | **36,431.38** |
| 1519-CRUM ELECTRIC SUPPLY COMPANY | | |
| 173201 | ELECTRICAL INVENTORY | 868.19 |
| | **VENDOR TOTAL:** | **868.19** |
| 1574-DANA KEPNER COMPANY INC | | |
| 173202 | WATER INVENTORY | 109,303.20 |
| 173203 | WATER INVENTORY | 1,665.00 |
| 173204 | WATER INVENTORY | 1,358.27 |
| | **VENDOR TOTAL:** | **112,326.47** |
| 1422-GILLETTE CONTRACTORS SUPPLY INC | | |
| 173183 | WATER INVENTORY | 97.00 |
| 173185 | WATER INVENTORY | 193.86 |
| 173186 | WATER INVENTORY | 990.43 |
| 173187 | ELECTRICAL INVENTORY | 97.80 |
| 173188 | WATER INVENTORY | 427.17 |
| 173189 | WATER INVENTORY | 97.66 |
| 173190 | WATER INVENTORY | 4,979.70 |
| 173191 | WATER INVENTORY | 12,168.90 |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **603-WAREHOUSE FUND** | | |
| **00-UNDEFINED** | | |
| **00-UNDEFINED** | | |
| 1422-GILLETTE CONTRACTORS SUPPLY INC | | |
| 173192 | WATER INVENTORY | 55.77 |
| 173193 | WATER INVENTORY | 45.92 |
| 173194 | ELECTRICAL INVENTORY | 45.81 |
| 173196 | WATER INVENTORY | 399.45 |
| | **VENDOR TOTAL:** | **19,599.47** |
| 3970-HOTLINE ELECTRICAL | | |
| 173210 | ELECTRICAL INVENTORY- FOR METERING WELLS | 945.26 |
| 173211 | ELECTRICAL INVENTORY | 9,072.64 |
| | **VENDOR TOTAL:** | **10,017.90** |
| 1479-NEWMAN SIGNS INC | | |
| 173214 | TRAFFIC SAFETY INVENTORY- CAMPOREE | 3,495.20 |
| | **VENDOR TOTAL:** | **3,495.20** |
| 1511-NORCO INC | | |
| 173215 | ELECTRICAL INVENTORY | 513.00 |
| 173216 | ELECTRICAL INVENTORY | 277.92 |
| 173217 | ELECTRICAL INVENTORY | 38.28 |
| 173220 | ELECTRICAL INVENTORY | 168.46 |
| | **VENDOR TOTAL:** | **997.66** |
| 2198-STUART C. IRBY CO | | |
| 173226 | ELECTRICAL INVENTORY * FLOOD SEALS FOR PROJECT | 1,377.00 |
| | **VENDOR TOTAL:** | **1,377.00** |
| 4424-TMMI, LLC | | |
| 173227 | ELECTRICAL INVENTORY | 7,517.14 |
| | **VENDOR TOTAL:** | **7,517.14** |
| | **DIVISION TOTAL:** | **198,261.32** |
| | **DEPARTMENT TOTAL:** | **198,261.32** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **603-WAREHOUSE FUND** | | |
| **25-FINANCE** | | |
| **28-WAREHOUSE FUND** | | |
| 2066-SOURCE OFFICE PRODUCTS | | |
| 173224 | WAREHOUSE * CHAIR | 360.79 |
| | **VENDOR TOTAL:** | **360.79** |
| 2183-ULINE INC | | |
| 173230 | WAREHOUSE * COUNTER MAT | 60.00 |
| | **VENDOR TOTAL:** | **60.00** |
| 2263-WASTE CONNECTIONS OF WYOMING | | |
| 172909 | WARLOW YARD TRASH | 379.40 |
| | **VENDOR TOTAL:** | **379.40** |
| | **DIVISION TOTAL:** | **800.19** |
| | **DEPARTMENT TOTAL:** | **800.19** |
| | **FUND TOTAL:** | **199,061.51** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **604-VEHICLE MAINTENANCE FUND** | | |
| **00-UNDEFINED** | | |
| **00-UNDEFINED** | | |
| 4417-DOOLEY OIL, INC | | |
| 173206 | VM INVENTORY | 4,409.10 |
| | **VENDOR TOTAL:** | **4,409.10** |
| 3398-JACK'S TRUCK CENTER INC | | |
| 173208 | VM INVENTORY | 250.06 |
| 173209 | VM INVENTORY | 271.55 |
| | **VENDOR TOTAL:** | **521.61** |
| 1291-MIDLAND IMPLEMENT CO INC | | |
| 173212 | VM INVENTORY | 56.26 |
| 173213 | VM INVENTORY | 222.38 |
| | **VENDOR TOTAL:** | **278.64** |
| 2123-RECORD SUPPLY INC NAPA | | |
| 173221 | VM INVENTORY | 40.68 |
| 173222 | VM INVENTORY | 50.43 |
| 173223 | VM INVENTORY | 50.43 |
| | **VENDOR TOTAL:** | **141.54** |
| 4350-TRI STATE TRUCK & EQUIPMENT, INC | | |
| 173228 | VM INVENTORY | 2,266.48 |
| | **VENDOR TOTAL:** | **2,266.48** |
| 2269-WAUSAU EQUIPMENT COMPANY INC | | |
| 173231 | VM INVENTORY | 1,349.54 |
| | **VENDOR TOTAL:** | **1,349.54** |
| | **DIVISION TOTAL:** | **8,966.91** |
| | **DEPARTMENT TOTAL:** | **8,966.91** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **604-VEHICLE MAINTENANCE FUND** | | |
| **50-PUBLIC WORKS** | | |
| **36-VEHICLE MAINTENANCE** | | |
| 4941-21ST CENTURY EQUIPMENT | | |
| 173097 | FINANCE CHARGES | 1,020.00 |
| | **VENDOR TOTAL:** | **1,020.00** |
| 3622-ABSOLUTE AUTO, LLC | | |
| 173067 | PARTS | 47.36 |
| | **VENDOR TOTAL:** | **47.36** |
| 4357-ACTION LOCK & KEY LLC | | |
| 173077 | KEYS | 27.96 |
| | **VENDOR TOTAL:** | **27.96** |
| 1040-ALSCO | | |
| 172870 | UNIFORM CLEANING | 99.21 |
| 173056 | UNIFORM CLEANING | 101.21 |
| | **VENDOR TOTAL:** | **200.42** |
| 1167-BIG HORN TIRE INC | | |
| 172944 | TIRE REPAIR | 57.00 |
| 173063 | TIRES | 3,794.96 |
| 173073 | TIRE REPAIR | 65.00 |
| | **VENDOR TOTAL:** | **3,916.96** |
| 1171-BIGHORN HYDRAULICS INC | | |
| 172935 | PARTS | 32.43 |
| 173058 | PARTS | 4.60 |
| 173059 | PARTS | 4.00 |
| | **VENDOR TOTAL:** | **41.03** |
| 2594-BOMGAARS SUPPLY | | |
| 172934 | PARTS | 79.98 |
| | **VENDOR TOTAL:** | **79.98** |
| 4959-ENERGY AQUISTION | | |
| 173076 | PARTS | 141.75 |
| | **VENDOR TOTAL:** | **141.75** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **604-VEHICLE MAINTENANCE FUND** | | |
| **50-PUBLIC WORKS** | | |
| **36-VEHICLE MAINTENANCE** | | |
| 1848-FASTENAL COMPANY | | |
| 172937 | PARTS | 86.56 |
| 172938 | RETURN PARTS | -42.19 |
| 172946 | PARTS | 86.17 |
| 172947 | PARTS | 361.97 |
| | **VENDOR TOTAL:** | **492.51** |
| 4985-GILLETTE STEEL CENTER | | |
| 172945 | SQ TUBING | 144.00 |
| 173069 | METAL | 379.00 |
| | **VENDOR TOTAL:** | **523.00** |
| 1729-INTERSTATE COMPANIES INC | | |
| 173075 | PARTS | 175.25 |
| | **VENDOR TOTAL:** | **175.25** |
| 3398-JACK'S TRUCK CENTER INC | | |
| 172948 | PARTS | 115.86 |
| 173057 | PARTS | 136.80 |
| 173064 | PARTS | 4,668.33 |
| 173065 | RETURN PARTS | -1,369.42 |
| 173066 | PARTS | 230.00 |
| 173072 | PARTS | 961.79 |
| 173074 | RETURN PARTS | -318.75 |
| | **VENDOR TOTAL:** | **4,424.61** |
| 4462-JOE JOHNSON EQUIPMENT, LLC | | |
| 172939 | PARTS | 41.64 |
| 172943 | PARTS | 335.69 |
| | **VENDOR TOTAL:** | **377.33** |
| 3295-MCNEILUS TRUCK & MANUFACTURING | | |
| 172953 | PARTS | 514.50 |
| | **VENDOR TOTAL:** | **514.50** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **604-VEHICLE MAINTENANCE FUND** | | |
| **50-PUBLIC WORKS** | | |
| **36-VEHICLE MAINTENANCE** | | |
| 1291-MIDLAND IMPLEMENT CO INC | | |
| 172940 | PARTS | 184.14 |
| | **VENDOR TOTAL:** | **184.14** |
| 1482-NEWS RECORD | | |
| 172984 | APRIL 2024 LEGAL ADVERTISING | 397.95 |
| | **VENDOR TOTAL:** | **397.95** |
| 1511-NORCO INC | | |
| 173068 | CARGON DIOXIDE/ARGON | 123.37 |
| | **VENDOR TOTAL:** | **123.37** |
| 2123-RECORD SUPPLY INC NAPA | | |
| 172915 | PARTS | 46.53 |
| 172916 | PARTS | 45.29 |
| 172917 | PARTS | 84.85 |
| 172918 | PARTS | 35.48 |
| 172919 | PARTS | 22.57 |
| 172920 | PARTS | 36.73 |
| 172921 | PARTS | 330.99 |
| 172922 | PARTS | 64.40 |
| 172923 | PARTS | 36.24 |
| 172924 | PARTS | 20.87 |
| 172925 | RETURN PARTS | -14.01 |
| 172926 | PARTS | 49.40 |
| 172927 | PARTS | 41.20 |
| 172928 | PARTS | 27.66 |
| 172929 | PARTS | 129.08 |
| 172930 | PARTS | 132.41 |
| 173078 | PARTS | 38.39 |
| 173079 | PARTS | 40.91 |
| 173080 | PARTS | 21.39 |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **604-VEHICLE MAINTENANCE FUND** | | |
| **50-PUBLIC WORKS** | | |
| **36-VEHICLE MAINTENANCE** | | |
| 2123-RECORD SUPPLY INC NAPA | | |
| 173081 | PARTS | 12.21 |
| 173082 | PARTS | 21.00 |
| 173083 | RETURN PARTS | -10.50 |
| 173084 | PARTS | 18.98 |
| 173085 | PARTS | 7.18 |
| 173088 | PARTS | 2,792.52 |
| 173089 | PARTS | 147.42 |
| 173090 | PARTS | 23.24 |
| | **VENDOR TOTAL:** | **4,202.43** |
| 1976-STOTZ EQUIPMENT | | |
| 172942 | PARTS | 563.43 |
| 173060 | PARTS | 425.46 |
| | **VENDOR TOTAL:** | **988.89** |
| 2315-THUNDER BASIN FORD LLC | | |
| 172949 | PARTS | 521.60 |
| 172950 | PARTS | 93.74 |
| 172951 | PARTS | 305.56 |
| 172952 | PARTS | 138.06 |
| 173061 | REPAIRS | 1,609.79 |
| 173062 | PARTS | 223.60 |
| | **VENDOR TOTAL:** | **2,892.35** |
| 4350-TRI STATE TRUCK & EQUIPMENT, INC | | |
| 172941 | PARTS | 1,985.30 |
| | **VENDOR TOTAL:** | **1,985.30** |
| 2309-WHITE'S FRONTIER MOTORS | | |
| 172931 | PARTS | 320.65 |
| 172932 | PARTS | 37.01 |
| 172933 | PARTS | 38.06 |
| | **VENDOR TOTAL:** | **395.72** |

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **604-VEHICLE MAINTENANCE FUND** | | |
| **50-PUBLIC WORKS** | | |
| | **DIVISION TOTAL:** | **23,152.81** |
| **37-VEHICLE REPLACEMENT** | | |
| 4292-CAR-KNACK INC | | |
| 172936 | BEDLINER | 750.00 |
| | **VENDOR TOTAL:** | **750.00** |
| 2123-RECORD SUPPLY INC NAPA | | |
| 173087 | PARTS | 14.06 |
| | **VENDOR TOTAL:** | **14.06** |
| | **DIVISION TOTAL:** | **764.06** |
| | **DEPARTMENT TOTAL:** | **23,916.87** |
| | **FUND TOTAL:** | **32,883.78** |
| | **GRAND TOTAL:** | **4,198,794.98** |

# Expenditure Approval Report
# Check Approval Date of 05/06/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **10-ADMINISTRATION** | | |
| **01-MAYOR & COUNCIL** | | |
| 1882-THOMAS A FORD | | |
| 172815 | CHILDREN'S GARDEN BRICKS - KISSACK & BOWMAN | 40.00 |
| | **VENDOR TOTAL:** | **40.00** |
| | **DIVISION TOTAL:** | **40.00** |
| | **DEPARTMENT TOTAL:** | **40.00** |
| | **FUND TOTAL:** | **40.00** |
| | **GRAND TOTAL:** | **40.00** |

# Expenditure Approval Report
# Check Approval Date of 05/09/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **604-VEHICLE MAINTENANCE FUND** | | |
| **50-PUBLIC WORKS** | | |
| **37-VEHICLE REPLACEMENT** | | |
| 3493-FREMONT MOTOR LANDER INC | | |
| 172858 | 1 TON 4WD LONG WHEELBASE CREW CAB PICKUPS | 50,198.00 |
| | **VENDOR TOTAL:** | **50,198.00** |
| | **DIVISION TOTAL:** | **50,198.00** |
| | **DEPARTMENT TOTAL:** | **50,198.00** |
| | **FUND TOTAL:** | **50,198.00** |
| | **GRAND TOTAL:** | **50,198.00** |

# Expenditure Approval Report
# Check Approval Date of 05/13/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **503-WATER FUND** | | |
| **70-UTILITIES** | | |
| **73-WATER** | | |
| 3379-BLACK HILLS ENERGY | | |
| 172881 | NATURAL GAS - 8013144 HIGHWAY 51 | 32.09 |
| | **VENDOR TOTAL:** | **32.09** |
| | **DIVISION TOTAL:** | **32.09** |
| | **DEPARTMENT TOTAL:** | **32.09** |
| | **FUND TOTAL:** | **32.09** |
| | **GRAND TOTAL:** | **32.09** |

# Expenditure Approval Report
# Check Approval Date of 05/13/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **00-UNDEFINED** | | |
| **00-UNDEFINED** | | |
| 3960-MII LIFE INSURANCE, INCORPORATED | | |
| 173101 | WEEKLY CLAIMS | 5,628.79 |
| 173102 | WEEKLY CLAIMS | 3,015.56 |
| | **VENDOR TOTAL:** | **8,644.35** |
| 2435-WYOMING STATE | | |
| 173108 | APRIL 2024 SALES AND USE TAX | 13.55 |
| | **VENDOR TOTAL:** | **13.55** |
| | **DIVISION TOTAL:** | **8,657.90** |
| | **DEPARTMENT TOTAL:** | **8,657.90** |

# Expenditure Approval Report
# Check Approval Date of 05/13/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **001-GENERAL FUND** | | |
| **25-FINANCE** | | |
| **34-INFORMATION TECHNOLOGY** | | |
| 4990-RSA SECURITY LLC | | |
| 173103 | RSA MULTIFACTOR AUTHENTICATION POLICE | 4,860.00 |
| 173104 | RSA MULTIFACTOR AUTHENTICATION POLICE | 8,100.00 |
| | **VENDOR TOTAL:** | **12,960.00** |
| | **DIVISION TOTAL:** | **12,960.00** |
| | **DEPARTMENT TOTAL:** | **12,960.00** |
| | **FUND TOTAL:** | **21,617.90** |

# Expenditure Approval Report
# Check Approval Date of 05/13/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **504-POWER FUND** | | |
| **00-UNDEFINED** | | |
| **00-UNDEFINED** | | |
| 2288-WELLS FARGO BANK | | |
| 173105 | CTII SEMI ANNUAL BOND PAYMENT | 1,440,071.13 |
| 173106 | WYGEN III SEMI-ANNUAL BOND PAYMENT | 3,035,451.01 |
| | **VENDOR TOTAL:** | **4,475,522.14** |
| 2435-WYOMING STATE | | |
| 173108 | APRIL 2024 SALES AND USE TAX | 117,626.05 |
| | **VENDOR TOTAL:** | **117,626.05** |
| | **DIVISION TOTAL:** | **4,593,148.19** |
| | **DEPARTMENT TOTAL:** | **4,593,148.19** |

# Expenditure Approval Report
# Check Approval Date of 05/13/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **504-POWER FUND** | | |
| **70-UTILITIES** | | |
| **74-POWER** | | |
| 2697-BLACK HILLS WYOMING LLC | | |
| 173100 | MAY 2024 CTII GROUND LEASE | 4,391.28 |
| | **VENDOR TOTAL:** | **4,391.28** |
| 2365-WYODAK RESOURCES DEVELOPMENT CORP | | |
| 173107 | MAY 2024 WYGEN III GROUND LEASE | 44,247.06 |
| | **VENDOR TOTAL:** | **44,247.06** |
| | **DIVISION TOTAL:** | **48,638.34** |
| | **DEPARTMENT TOTAL:** | **48,638.34** |
| | **FUND TOTAL:** | **4,641,786.53** |

# Expenditure Approval Report
# Check Approval Date of 05/13/2024

| Invoice Number | Invoice Description | Amount |
|---|---|---|
| **505-SEWER FUND** | | |
| **00-UNDEFINED** | | |
| **00-UNDEFINED** | | |
| 2435-WYOMING STATE | | |
| 173108 | APRIL 2024 SALES AND USE TAX | 580.50 |
| | **VENDOR TOTAL:** | **580.50** |
| | **DIVISION TOTAL:** | **580.50** |
| | **DEPARTMENT TOTAL:** | **580.50** |
| | **FUND TOTAL:** | **580.50** |
| | **GRAND TOTAL:** | **4,663,984.93** |

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

**www.gillettewy.gov**

**DATE: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Recognition of the City of Gillette 2024 1st Quarter P.R.I.D.E. Award Recipient, Dena Holzer, Public Works Administrative Assistant.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Michael H. Cole, City Administrator

**ATTACHMENTS:**

| Click to download |
| --- |
| Write-Up |

# 2024 1st QUARTER *P.R.I.D.E.* AWARD

## ~ *Dena Holzer* ~

*I am thrilled to nominate Dena Holzer for the Quarterly P.R.I.D.E. award in recognition of her outstanding contributions as an administrative assistant in Public Works. Since joining our team, Dena has consistently demonstrated exceptional pride, productivity, and enthusiasm in her role, making her a true asset to our organization.*

*One of Dena's most remarkable qualities is her unwavering pride in her work and commitment to excellence. She takes great pride in her responsibilities, always ensuring that her work is of the highest quality. Her attention to detail and dedication to accuracy are truly commendable, and she consistently goes above and beyond to deliver exceptional results.*

*Dena is best known for her contagious enthusiasm and positive attitude. She approaches every task with a smile and a can-do attitude!! Her enthusiasm is truly infectious, and it has a profound impact on the morale and motivation of the entire team. No matter the circumstances, you can be sure to catch her singing or humming her way down the hallways of Public Works!!*

*Dena embodies the qualities of an exceptional administrative assistant. Her dedication to her work and her commitment to excellence make her highly deserving of the Quarterly P.R.I.D.E. Award.*

*The Mayor, Council and City Administrator would like to congratulate Dena Holzer in the Public Works department for achieving the 1st Quarter P.R.I.D.E. Award for 2024. This individual was nominated by her peers for outstanding commitment to the City of Gillette and was chosen based on her 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: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Affordable Housing Funding ~ Andrew Schorfhaar, Bluegate Townhomes

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Michelle Henderson, Finance 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: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Council Consideration of a Carnival Permit for June 5th through June 9th, in the Aquatic Center Parking Lot, Requested by American Legion Post 42 Baseball.

**BACKGROUND:**

American Legion Post 42 Baseball is requesting their annual carnival permit for June 5-9th in the Aquatic Center parking lot. Set up will take place on June 3-4th, tear down will take place on June 9-10th. A certificate of liability insurance has been provided by the carnival operator, Dreamland CarnivalCompany, in the amount of $1,000,000.00 per occurance. American Legion Post 42 Baseball has provided a $500 damage deposit. After the conclusion of the carnival, the Public Works Department will be contacted to inspect the property for damages and/or debris. The damage deposit check will be returned to American Legion Post 42 upon notification of a successful inspection.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the approval of a Carnival Permit for June 5th through June 9th, in the Aquatic Center Parking Lot, Requested by American Legion Post 42 Baseball.

**STAFF REFERENCE:**

**MAP** - Jennifer Toscana, Public Affairs Director

**ATTACHMENTS:**

| Click to download |
| --- |
| MAP |
| Proof of Insurance |

E Warlow Dr
May 10, 2023
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov
0
50
100
Feet
Service With P.R.I.D.E.
Productivity
Responsibility
Integrity
Dedication
Enthusiasm

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/9/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
McGowan Allied Specialty Insurance
140 Fountain Pkwy North
Suite 570
St. Petersburg FL 33716

**CONTACT NAME:** Sandy Bobkovich
**PHONE (A/C, No, Ext):** 440-333-6300 x4304 **FAX (A/C, No):** 727-367-1407
**E-MAIL ADDRESS:** sbobkovich@mcgowanallied.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Everest National Ins. Company | 10120 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** DREACAR-01
Dreamland Carnival Company
PO Box 353
Bridger MT 59014

**COVERAGES** **CERTIFICATE NUMBER:** 680147997 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [X] LOC<br>OTHER: | | | SI8ML00561231 | 5/24/2023 | 5/24/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| A | [ ] **UMBRELLA LIAB** [X] OCCUR<br>X **EXCESS LIAB** [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | SI8EX01599231 | 5/24/2023 | 5/24/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Regarding General Liability: The following are named as Additional Insured with respects to the operations of the Named Insured as required by written contract Only
Campbell County School District and it's employees with respect to operations of the named insured only
Dates: 06/03/2024 - 06/10/2024

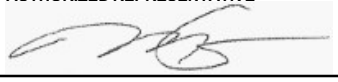
**CERTIFICATE HOLDER**

Campbell County School District
800 E. Warlow Drive
Gillette WY 82716
USA

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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

**www.gillettewy.gov**

**DATE: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Council Consideration of a Bid Award to Floyd's Truck Center in the amount of $166,630.00 for their bid on One (1) New 2024 Single Axle Truck and One (1) New Gooseneck Trailer.

**BACKGROUND:**

This vehicle was requested in FY24 for an addition to the Water Division. Additional funds will be required up fit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

**ACTUAL COST VS. BUDGET:**

Actual cost is $166,630. Budgeted $160,000 for a difference of $6,630.

**SUGGESTED MOTION:**

I move for the approval of a Bid Award to Floyd's Truck Center in the amount of $166,630.00 for their bid on One (1) New 2024 Single Axle Truck and One (1) New Gooseneck Trailer.

**STAFF REFERENCE:**

Sawley Wilde, Public Works Director

**ATTACHMENTS:**

| Click to download |
| --- |
| Memo |

CITY OF GILLETTE
Public Works - Fleet Division
611 N. Exchange Ave. • Gillette, Wyoming 82716
Phone 307.686.5321
www.gillettewy.gov

Memorandum

To: Mayor and City Council

From: James L. Williamson, Fleet Manager

Date: May 6, 2024

Subject: Bid Tabulation for **One (1) NEW 2024 Single Axle Truck and One (1) NEW 30K GVWR Gooseneck Trailer**

**Recommendation:**

City of Gillette awards the bid to Floyds Truck Center, Gillette Wyoming in the amount of $166,630 for their bid on **One (1) NEW 2024 Single Axle Truck and One (1) NEW 30K GVWR Gooseneck Trailer**

| Bidder | Make and Model | Bid Price | Notes |
|---|---|---|---|
| Floyds Truck Center | 2024 Freightliner Business Class M2 & Gooseneck Trailer | $166,630 | 2 minor exceptions |

No Other Bids

| Account Number | Budgeted Amount | Amount Charged to Account | Balance |
|---|---|---|---|
| 503-70-73-441-70-47610 | $160,000 | $166,630 | $-6,630 |

Background

This vehicle was requested in FY24 for an addition to the Water Division. Additional funds will be required up fit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

V/R

*James L. Williamson*

James L. Williamson

Fleet Manager, City of Gillette

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

**www.gillettewy.gov**

**DATE: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Council Consideration to Authorize the Mayor to Sign a Federal-Aid Project Agreement with the U.S. Department of Transportation Federal Highway Administration.

**BACKGROUND:**

The attached agreement is necessary for the replacement of the Senator Mike Enzi Memorial Overpass project. This federal-aid project agreement with the U.S. Department of Transportation Federal Highway Administration will provide funding and outline the terms and conditions for the project.

**ACTUAL COST VS. BUDGET:**

Per the terms of the Agreement, Federal Funds received from this Federal Highway Administration Agreement will not exceed $3,000,000.

**SUGGESTED MOTION:**

I Move for Approval to Authorize the Mayor to Sign a Federal-Aid Project Agreement with the U.S. Department of Transportation Federal Highway Administration.

**STAFF REFERENCE:**

Michelle Henderson, Finance Director; Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

| Click to download |
| --- |
| Agreement |

FEDERAL-AID PROJECT AGREEMENT
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

**PROJECT TITLE:** **Federal Project Number:**
Senator Mike Enzi Memorial Overpass Replacement Project FH24001

**PROJECT DESCRIPTION:**
Replacement of the Senator Mike Enzi Memorial Overpass – Develop information gathering and reconnaissance, preliminary engineering, environmental studies through NEPA decision, final design, preliminary ROW drawings and acquisition cost estimates.

**SUBRECIPIENT NAME:** City of Gillette

**SUBRECIPIENT UEI (SAM):** R8SVNWD7MGG1

---

PROJECT END DATE: 06/30/2027

| CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT | EFFECTIVE DATE OF AUTHORIZATION |
|---|---|
| Highway Planning & Research | |
| Preliminary Engineering | |
| Right-of-Way | |
| Construction | |
| Other | |

Table 1. Authorization Dates

| PROGRAM CODE | FEDERAL SHARE | FEDERAL FUNDS | NON-FEDERAL FUNDS | TOTAL COST |
|---|---|---|---|---|
| Y926 | 90.49% | $3,000,000.00 | $315,283.46 | $3,315,283.46 |
| | | | Total Project Cost | $3,315,283.46 |

Table 2. Program Codes

## PROJECT STEWARDSHIP AND OVERSIGHT

The City of Gillette has complied or hereby agrees to comply with the applicable terms and conditions set forth in:

- Title 23, U.S. Code, Highways
- The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration
- All other applicable laws and regulations

As a condition to payment of the Federal funds obligated, the City of Gillette accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purpose of emphasis, such applicable provisions include, but are not limited to, the requirements of:

- Appendix A to 2 CFR Part 170 and
- 2 CFR 200

The FHWA has authorized certain work to proceed (see Table 1. Authorization Dates). For such authorized work, the federal funds obligated, or the advance-construction authorized, are not to exceed the amounts shown herein. The balance of the estimated total project cost is an obligation of the City of Gillette. Authorization of Federal funds extends only to project costs incurred by the City of Gillette following Federal Highway Administration's authorization to proceed with the project.

| PROJECT ACTION RESPONSIBILITY MATRIX | |
|---|---|
| ACTION | AGENCY RESPONSIBLE |
| GENERAL FINANCIAL MANAGEMENT | |
| Ensure the project is listed in the Statewide Transportation Improvement Program (STIP) | City of Gillette |
| Submit project agreement modifications to FHWA | City of Gillette |
| Submit federal fund reimbursement requests (Form PR-20) to FHWA | City of Gillette |
| Approve project agreement modifications | FHWA |
| Approve federal fund reimbursement | FHWA |

FEDERAL-AID PROJECT AGREEMENT
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

| PROJECT ACTION RESPONSIBILITY MATRIX | |
|---|---|
| ACTION | AGENCY RESPONSIBLE |
| PROCUREMENT, MANAGEMENT, AND ADMINISTRATION OF ENGINEERING AND DESIGN RELATED SERVICES (23 CFR 172) | |
| Consultant Contract Selection | City of Gillette |
| Approve consultant agreements and agreement revisions | City of Gillette |
| ENVIRONMENTAL IMPACT AND RELATED PROCEDURES (23 CFR 771) | |
| Approve Class of Action | FHWA |
| Submit environmental documents to FHWA | City of Gillette |
| Approve all actions required by Federal environmental laws and regulations | FHWA |
| PRECONSTRUCTION PROCEDURES (23 CFR 630) | |
| Approve Plans, Specifications, and Estimates | City of Gillette |

**23 CFR § 630.112 Agreement provisions.**

The City of Gillette stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the following applicable provisions:

(1) ***Project for acquisition of rights-of-way.*** In the event that actual construction of a road on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the State DOT will repay to the FHWA the sum or sums of Federal funds paid to the City of Gilette under the terms of the agreement. The City of Gillette may request a time extension beyond the 20-year limit with no repayment of Federal funds, and the Federal Highway Administration may approve this request if it is considered reasonable.

~~(2) ***Preliminary engineering project.***~~ *Section 11310(a) of the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law" (BIL)), amended 23 U.S.C. 102 by striking what had previously been subsection (b) - known as the "10-year PE rule". FHWA will not require repayment resulting from 23 CFR 630.112(c)(2).*

(3) ***Drug-free workplace.*** By signing the project agreement, the City of Gillette agrees to maintain a drug-free workplace, identify all known workplaces under Federal awards, and fulfill other responsibilities required by 49 CFR part 32.

(4) ***Suspension and debarment verification.*** By signing the project agreement, the City of Gillette agrees to verify that contractors are not excluded through suspension or debarment, as required by 2 CFR parts 180, subpart C, and 1200.

(5) ***Lobbying certification.*** By signing the project agreement, the City of Gillette agrees to abide by the lobbying restrictions set forth in 49 CFR part 20. In signing the project agreement, the State is providing the certification required in appendix A to 49 CFR part 20.

FEDERAL-AID PROJECT AGREEMENT
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

**PROJECT TITLE:**
Senator Mike Enzi Memorial Overpass Replacement Project

**Federal Project Number:**
FH24001

CITY OF GILLETTE:

Available Funds Certified:

_____
Amanda Muhlbauer, Grants Management Specialist

Approval Recommended:

_____
Joseph D. Schoen, City Engineer

Approved and Authorized:

_____
Shay Lundvall, Mayor

Attest:

_____
Alicia Allen, City Clerk

FEDEDRAL HIGHWAY ADMINISTRATION:

Project Information Reviewed:

_____
Joshua Jeppesen, Financial Specialist

Approval Recommended:

_____
Henry Rettinger, Deputy Division Administrator

Approved and Authorized:

_____
Joshua Cunningham, Acting Division Administrator

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

**www.gillettewy.gov**

**DATE: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Council Consideration of the First Renewal of the Memorandum of Understanding Between Campbell County, Wyoming and the City of Gillette, Wyoming Regarding Free Open Swim Sessions.

**BACKGROUND:**

On June 24, 2022, the City and the Campbell County Parks and Recreation District (CCPR) entered into an agreement that provided free swim sessions for Gillette residents. The reason for this agreement was the closing of the City pool during reconstruction.

This renewal extends the term of that agreement to cover free swim sessions from May 28, 2024 to August 18, 2024. The City will pay CCPR $40,000.00.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for approval of the First Renewal of the Memorandum of Understanding Between Campbell County, Wyoming and the City of Gillette, Wyoming Regarding Free Open Swim Sessions.

**STAFF REFERENCE:**

Sean Brown, City Attorney

**ATTACHMENTS:**

| Click to download |
| --- |
| Renewal |

**FIRST RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN CAMPBELL COUNTY, WYOMING AND THE CITY OF GILLETTE, WYOMING REGARDING FREE OPEN SWIM SESSIONS**

1. **Parties.** This First Renewal of the Memorandum of Understanding Between Campbell County, Wyoming and the City of Gillette, Wyoming Regarding Free Open Swim Sessions ("Renewal") is made and entered into by and between Campbell County, Wyoming ("County"), through its Department of Parks and Recreation (collectively, "Department"), and the City of Gillette, Wyoming, ("City").

2. **Purpose.** On or about June 21, 2022, the parties entered into a Memorandum of Understanding Between Campbell County, Wyoming and the City of Gillette, Wyoming ("MOU"). The purpose of this MOU involved the Department providing free and open swim sessions during 2022 and 2023 summer seasons in exchange for payment from the City. The purpose of this Renewal is to extend the term of the MOU.

3. **Term of Renewal.** This Renewal is effective when all parties have executed it and all required approvals have been granted. The term of this Renewal is from May 28, 2024, through August 18, 2024.

4. **City Payment Obligation Under this Renewal.** The City's total payment obligation under this Renewal is forty thousand dollars ($40,000.00). Payment shall be made upon submission of invoice pursuant to WYO. STAT. § 16-6-602. The Department will submit the invoice no sooner than July 1, 2024.

5. **No Further Changes; Incorporation of Terms.** All terms of the MOU not specifically modified by this Renewal remain unchanged and are incorporated as if fully set forth herein.

6. **Signatures.** The parties have executed to this Renewal through their duly authorized representatives on the dates set out below.

**CITY OF GILLETTE**

_____ _____
Shay Lundvall, Mayor Date

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

**DEPARTMENT**

_____ _____
Tom Hammerquist, Chairman Date

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

**www.gillettewy.gov**

**DATE: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Council Consideration of a Professional Services Agreement for Construction Management and Contract Administration Services Associated with the Hidden Valley Playground Renovations Project to Consolidated Engineers, Inc., in the Amount of $26,753.75 (1% Project).

**BACKGROUND:**

The Hidden Valley Playground Renovations Project represents the third phase of the Park Playgrounds Master Plan developed with Russell + Mills Studios and pertains to a complete removal and replacement of the existing playground and surrounding landscape at Hidden Valley Park located at 4303 Hidden Valley Road. To comply with LWCF procurement requirements, the City of Gillette advertised a "Request for Proposals" to select a qualified engineering and construction survey consultant to oversee the project during construction.

WHEN CONSTRUCTED: The playground and surrounding park have not been significantly updated since at least 1993. The existing playground and play equipment may be as much as fifty (50) years old and is not compliant with current safety and playground industry standards.

WHY NEEDED: This park was selected as a priority for replacement due to the age of the play equipment and the general condition of the surrounding park landscape. The play equipment is maintenance intensive and lacking in diverse play opportunities. Further, the existing playground features/access are non-ADA compliant, and non-compliant with current playground safety standards. The project is consistent with objectives outlined in the Parks and Pathways Master Plan, Playgrounds Master Plan as well as recent other playground renovations within the City of Gillette Parks System. The construction of the project involves a significant survey and staking element. The finish grades of the play pits and surrounding landscape must be correct, the concrete boarder of the play pits and the play equipment must be sighted appropriately to provide for fall distances and meet playground safety standards, and the drainage system of the playground must be properly sighted and installed. For these reasons, this contract provides for verification of contractor provided staking and construction survey.

SCHEDULE: Construction is anticipated to begin this summer and continue into the fall. The contract documents require the project to be completed on or before November 22, 2024.

**ACTUAL COST VS. BUDGET:**

Monies for this project have been budgeted in the 1% Optional Sales Tax Fund.

A Land and Water Conservation Fund Grant in the amount of $250,000 has also been secured for this project.

The project is fully funded.

RESPONSES AND PROPOSALS: The Request for Proposals was advertised beginning on February 6th and was available to interested respondents for six (6) consecutive weeks.
Proposals were received at 4:00PM on Friday, March 14th, for this project. Three (3) complete, regular, and responsive proposals were received:

| Responding Consulting Firm | Proposed Cost not to Exceed |
|---|---|
| Consolidated Engineers, Inc. | $25,651.50 |
| Morrison Maierle, Inc. | $37,000.00 |
| WWC Engineering, Inc. | $54,000.00 |

Consolidated Engineers, Inc. was selected as providing the lowest responsive and responsible proposal for the requested services. During contract negotiation, additional services were identified to provide additional time for document and submittal review, coordination and verification of documents related to LWCF grant funding requirements. These additional services were incorporated into the final contract price.

**SUGGESTED MOTION:**

I move for Approval of a Professional Services Agreement for Construction Management and Contract Administration Services Associated with the Hidden Valley Playground Renovations Project to Consolidated Engineers, Inc., in the Amount of $26,753.75 (1% Project).

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

| Click to download |
|---|
| 24EN13-Agreement-CM |
| 24EN13-Concept Rendering |
| 24EN13-Reference Map |
| 24EN13-RFP for CM and CA |
| 24EN13-CEI Proposal |

# Agreement Between Owner and Engineer
# for
# Hidden Valley Playground Renovations
# Construction Management and Contract Administration
# (24EN13)

**Owner**

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

**Engineer**

Consolidated Engineers, Inc.
P.O. Box 1035
Gillette, WY 82717

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**AGREEMENT**

# BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 21st, 2024 ("Effective Date") between [City of Gillette] ("Owner") and [Consolidated Engineers, Inc.] ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: [Hidden Valley Playground Renovations Project (24EN13)] ("Project").

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

Engineer's services under this Agreement are generally identified as follows: [ Professional Services related to the management and administration of the Hidden Valley Playground Renovations Project and associated contract between the City of Gillette and the successful Bidder.]

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;

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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.

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to

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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.

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.

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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.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

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K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

~~6.02 *Design Without Construction Phase Services*~~

~~A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.~~

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following

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limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;; and (3) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

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

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

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

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

G. At any time, Owner may request that Engineer or its Consultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

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

1. For cause,

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

b. by Engineer:

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

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

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*

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 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,

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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 reasonably contemplated is needed to address a disclosed or known

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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*

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

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

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

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

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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.

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

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

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

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

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

H. *Force Majeure:* Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be

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effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that the Owner does not waive governmental immunity by entering into this agreement and specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 and all other appliable law.

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

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

## 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.

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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, 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.

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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.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

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

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field

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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 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

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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.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Not Used.

F. Exhibit F, Not Used.

G. Exhibit G, Insurance.

H. Exhibit H, LWCF Misc Certs and Clauses.

I. Exhibit I, LWCF Buy America Requirements

J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

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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:

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

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

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

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

Owner: [ City of Gillette ]

By: _____
Print name: Shay Lundvall
Title: Mayor
Date Signed: _____

Address for Owner's receipt of notices:
[City of Gillette: Engineering Division
201 E. 5th Street
Gillette, WY 82716 ]

Designated Representative (Paragraph 8.03.A):
[Tobias Fiske ]
Title: [Project Manager Technician ]
Phone Number: Direct: 307-228-0077
Alt: (651) 528-0399
E-Mail Address: [ tobyf@gillettewy.gov ]

Engineer: [Consolidated Engineers, Inc.]

By: [ ] _____
Print name: [Dennis G. Stillman]
Title: [Secretary / Treasurer]
Date Signed: [ ] April 2, 2024

Engineer License or Firm's Certificate No. (if required):
[E-0286]
State of: [Wyoming]

Address for Engineer's receipt of notices:
[P.O. Box 1035
Gillette, WY 82717-1035 ]

Designated Representative (Paragraph 8.03.A):
[Dennis G. Stillman]
Title: [Secretary / Treasurer]
Phone Number: [ 307-680-1788 ]
E-Mail Address: [dstillman@ceincorp.com]

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This is **EXHIBIT A**, consisting of [11] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21st, 2024].

## 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 *Study and Report Phase* ***(Removed, Not Applicable to This Agreement)***

A1.02 *Preliminary Design Phase* ***(Removed, Not Applicable to This Agreement)***

A1.03 *Final Design Phase* ***(Removed, Not Applicable to This Agreement)***

A1.04 *Bidding or Negotiating Phase* ***(Removed, Not Applicable to This Agreement)***

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

3. *Reserved.*


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4. *Pre-Construction Conference:* Conduct a pre-construction conference prior to commencement of Work at the Site. Provide meeting minutes to all conference attendees.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of 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, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an


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experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters,


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then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Proposals, Change Orders and Work Change Directives:* Recommend Change Proposals, Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve


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it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.


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22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [N/A]

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are


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required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. Collect and transmit construction related data relevant to the development of Record Drawings and Final Report

b. Transmit such data to Owner for review and transmittal to Design Architect Russell + Mills Studios.

c. Relevant data includes, but is not limited to:

1) Survey data
2) Test reports
3) Progress Meeting Minutes
4) As Constructed Drawings, Notes and/or other such documentation ]

d. Conduct an 11-month warranty review of the project and prepare notes of any deficient items.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## 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


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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 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.


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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.

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. Reserved.

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. Reserved.


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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. Reserved.

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.

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.


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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 [May 21st, 2024].

## Owner's Responsibilities

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

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

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

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

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

3. Utility and topographic mapping and surveys.


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5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.

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

G. Removed, Not applicable to this Agreement.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and 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


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among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following:

1. Coordinate between Engineer and Design Architect Russell Mills Studios, including but not limited to:

   a. Relaying correspondence and requests for information

   b. Providing data, reports or other information used during design development as may be relevant to the project.

2. Communicate as required with federal funding agencies related to the LWCF Grant funding for this project.

3. Prepare and submit reports, reimbursement requests, correspondence, and other documents to the LWCF as may be requested or required.]


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This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 21st, 2024.

## 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 Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $[ 26,753.75] based on the following estimated distribution of compensation:

~~a. Study and Report Phase $[ ]~~

~~b. Preliminary Design Phase $[ ]~~

~~c. Final Design Phase $[ ]~~

~~d. Bidding or Negotiating Phase $[ ]~~

e. Construction Phase $[26,098.25]

f. Post-Construction Phase $[655.50]

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


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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.4 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 Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

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 [1.05].

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.05].

B. *Factors:* The external Reimbursable Expenses and Engineer's 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.

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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## COMPENSATION PACKET RPR-2:
## Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, 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 Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $[18,855.00] based upon ~~full~~ part-time RPR services on an eight-hour workday, Monday through Friday, over a [60] day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [1.05].

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.05].


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

3. *Estimated Compensation Amounts*:

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

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.


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## COMPENSATION PACKET AS-1:
## Additional Services – Standard Hourly Rates

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

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) 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 Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.05].

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.05].

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


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3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.


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This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21st, 2024].

## Reimbursable Expenses Schedule

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

| | | |
|---|---|---|
| ~~8"x11" Copies/Impressions~~ | | ~~$ [ ]/page~~ |
| ~~Copies of Drawings~~ | | ~~$ [ ]/sq. ft.~~ |
| Mileage (auto) | | $ [0.75]/mile |
| ~~Air Transportation~~ | | ~~at cost~~ |
| ~~CAD Charge~~ | | ~~$ [ ]/hour~~ |
| ~~Laboratory Testing~~ | | ~~at cost~~ |
| ~~Health and Safety Level D~~ | | ~~$ [ ]/day~~ |
| ~~Health and Safety Level C~~ | | ~~$ [ ]/day~~ |
| ~~Meals and Lodging~~ | | ~~at cost~~ |


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This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21st, 2024].

## Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 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.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

| | |
|---|---|
| **Billing Class VIII** | **$[ ]/hour** |
| **Principal Engineer** | **[$150.00]/hour** |
| **Senior Project Engineer** | **[$130.00]/hour** |
| **Resident Project Representative (RPR)** | **[$90.00]/hour** |
| **Billing Class IV** | **[ ]/hour** |
| **Billing Class III** | **[ ]/hour** |
| **Billing Class II** | **[ ]/hour** |
| **Billing Class I** | **[ ]/hour** |
| **Non-administrative Support Staff** | **[ ]/hour** |

**[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]**


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This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21st, 2024].

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

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

### ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide ~~full~~ part-time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. T hrough RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings


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

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,


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

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.


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c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and/or recommend to Engineer Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.


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b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.


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This is **EXHIBIT E**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21st, 2024].

**Reserved: NOT USED FOR THIS AGREEMENT**


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This is **EXHIBIT F**, consisting of [ n/a ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ May 21st, 2024].

**Reserved: NOT USED FOR THIS AGREEMENT**


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This is **EXHIBIT G**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21st, 2024].

## Insurance

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

G6.05 *Insurance*

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

1. By Engineer:

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

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


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This is **EXHIBIT H**, consisting of [12] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21st, 2024].

**Reserved for incorporation of LWCF Misc Certs and Clauses**


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# LWCF: Miscellaneous Certifications and Clauses
## *FOR PROFESSIONAL SERVICES ONLY*
## to be Completed and Signed by all Bidders

**Reference:** https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D

This project is subject to an Agreement between the Project Sponsor and the Wyoming Department State Parks and Cultural Resources (SPCR) to utilize federal funding from the Land and Water Conservation Fund.

The provisions of Wyo. State § 16-6-102 and 16-6-104, Preference for Wyoming labor and materials, DO NOT apply. The contract shall be awarded to the lowest responsive and responsible bidder. (see PL §200.319)

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The undersigned Bidder hereby proposes to furnish all materials (except materials furnished by the Project Sponsor) including machinery, tools, equipment, and supplies, and perform all labor necessary to complete the work described in accordance with the plans, current standard specifications, special provisions, and for the prices set forth in the **attached schedule**. The schedule is to include major work components with costs and expected completion dates and other requested information.

**REGISTRATION WITH THE WYOMING SECRETARY OF STATE**

I. Bidder is a corporation or limited liability company? **YES (X)** **NO ( )**

II. Is the above Bidder currently registered with the Wyoming Secretary of State to do business in the State of Wyoming? **YES (X)** **NO ( )** (Please attach a copy of your registration.)

## CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder and all person(s) associated therewith in the capacity of owner, partner, director, or officer authorized to sign contracts certifies by signing this document that the responses to the following questions are true.

I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?
**YES ( )** **NO (X)** **Initials:**

II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years?
**YES ( )** **NO (X)** **Initials:**

III. Has any interested party have a debarment pending? **YES ( )** **NO (X)** **Initials:**

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving non-compliance, non-performance, judgement for financial compensation, fraud or official misconduct within the past three years?
**YES ( )** **NO (X)** **Initials:**

**IV.** Is any interested party currently involved in a case related to non-compliance, non-performance, judgement for financial compensation, fraud or official misconduct within the past three years?
**YES ( )** **NO (X)** **Initials:**

V. If registered with SAM.gov, UEI: TZUBYWNBEBS9

If the answer is YES to any of I-IV above, insert explanation and official documents below:

APPLICABLE: **YES ( )** **NO (X)**

## SUSPENSION OR DEBARMENT LISTING

Suspension or Debarment actions will not necessarily result in denial of award but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

| APPLIES TO WHOM | INITIATING AGENCY | DATES OF ACTION |
|---|---|---|
| | | |
| | | |

The person or persons signing this document do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Affirmative steps are required to utilize Minority Business Enterprises and Woman Business Enterprises ("Disadvantaged Business Enterprises" or "DBE") as possible sources of supplies, equipment, construction, and services. DBE's are minority or women owned or controlled businesses.

(I.) Bidder certifies that:

(A.) It has taken and will take affirmative action to seek out and consider Disadvantaged Business Enterprises as potential subcontractors.

(B.) It has taken and will take affirmative action to seek out and consider DBEs as potential suppliers.

(II.) Further, the Bidder shall:

(A.) List all DBE's contacted (and those that responded) on the following form and complete the requested information for each.

(B.) If applicable, mark that subcontracting is not anticipated.

(C.) If subcontracting occurs, provide the list to the Project Sponsor within thirty (30) days of project completion.

(D.) Make available upon request the bids submitted from each DBE and from non-DBE bidders.

DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

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

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

☒ Do Not Intend to (or did not) Subcontract Work (Note: Add additional lines if needed.)

| Disadvantaged Business Entity | Specific Subcontract Work or Materials Requested | Contact Method(s) | Contact Date(s) | Contact Result |
|---|---|---|---|---|
| | | | | ☐ No Response or Not Interested<br>☐ Not quoting on this project<br>☐ Quote submitted<br>☐ Bid Amount $<br>☐ Selected for Work or Materials |
| | | | | ☐ No Response or Not Interested<br>☐ Not quoting on this project<br>☐ Quote submitted<br>☐ Bid Amount $<br>☐ Selected for Work or Materials |
| | | | | ☐ No Response or Not Interested<br>☐ Not quoting on this project<br>☐ Quote submitted<br>☐ Bid Amount $<br>☐ Selected for Work or Materials |

## BUY AMERICA REQUIREMENTS

Federal law §200.322 Domestic preferences for procurements, PL 117-48 Infrastructure and Jobs Act, and Executive Order 14005 Ensuring the Future is Made in All America by All of America's Workers apply to this project. All contracts and subcontracts must reference these laws and policies.

For further information on the Buy America preference, please visit www.doi.grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

## BIDDER INFORMATION

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

(I.) The undersigned certifies, to the best of his or her knowledge and belief, the following:

(A.) No federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(B.) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to the Project Sponsor Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C.) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES APPENDIX A TO SUBPART A OF PART 230 – SPECIAL PROVISIONS

(I.) General.

(A.) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Executive Order 11246 and Executive Order 11375, are set forth in Required Contract Provisions form FHWA-1273, and these certifications and clauses are imposed pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-

Aid Highway Act of 1968. The requirements set forth in these certifications and clauses constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

(B.) The Bidder will work with the Project Sponsor and SPCR in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

(C.) The Bidder and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity:

(i.) The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, chapter 4, section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.

(ii.) The Bidder will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

(II.) Equal Employment Opportunity Policy.

(A.) The Bidder will accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of the Bidder to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

(III.) Equal Employment Opportunity Officer.

(A.) The Bidder will designate and make known to the Project Sponsor the Bidder's contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

(IV.) Dissemination of Policy.

(A.) All members of the Bidder's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Bidder's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(i.) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work, and then not less often than once every six months, at which time the Bidder's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(ii.) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Bidder's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(iii.) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Bidder's procedures for locating and hiring minority group employees.

(B.) The Bidder and all Subcontractors shall take the following actions:

(i.) Notices and posters setting forth the Bidder's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(ii.) The Bidder's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(V.) Recruitment.

(A.) The Bidder and all Subcontractors will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

(B.) The Bidder will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral

sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

(C.) In the event the Bidder has a valid bargaining agreement providing for exclusive hiring practices, Bidder will remain in compliance with equal employment opportunity provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Bidder to do the same, such implementation violates Executive Order 11246, as amended.)

(D.) The Bidder will encourage present employees to refer minority group applicants for employment. Appropriate notices or bulletins will be posted in areas accessible to all employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

(VI.) Personnel Actions.

(A.) Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. These procedures shall be followed:

(i.) The Bidder will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(ii.) The Bidder will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

(iii.) The Bidder will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Bidder will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

(iv.) The Bidder will promptly investigate all complaints of alleged discrimination made to the Bidder in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Bidder will inform every complainant of all of his avenues of appeal.

(VII.) Training and Promotion.

(A.) The Bidder will assist in locating, qualifying, increasing the skills of, and increasing the proportion or number of applications for employment among minority group and women employees.

(B.) Consistent with the Bidder's work force requirements and as permissible under federal and state regulations, the Bidder shall make full use of training programs, *i.e.*, apprenticeship and on-the-job training programs. Where feasible, 25 percent (25%) of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

(C.) The Bidder will advise employees and applicants for employment of available training programs and entrance requirements for each.

(D.) The Bidder will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

(VIII.) Unions.

(A.) If the Bidder relies in whole or in part upon unions as a source of employees, the Bidder will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions and to effect referrals by such unions of minority and female employees. Actions by the Bidder either directly or through a Bidder's association acting as agent will include the procedures set forth below:

(i.) The Bidder will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(ii.) The Bidder will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

(iii.) The Bidder is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Bidder. The Bidder shall certify to the Project Sponsor the efforts made to obtain such information.

(B.) In the event the union is unable to provide the Bidder with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Bidder will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Bidder has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Bidder shall immediately notify the Project Sponsor.

(IX.) Subcontracting

(A.) The Bidder will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Bidders may be able to obtain lists of minority-owned construction firms from the Wyoming Department of Transportation.

(B.) The Bidder will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

(C.) Bidder agrees to pay subcontractors within thirty (30) days of payment from Project Sponsor for all satisfactory work performed and retainage.

(X.) Records and Reports.

(A.) The Bidder will keep such records as are necessary to determine compliance with the Bidder's equal employment opportunity obligations. The records kept by the Bidder will be designed to indicate the following:

(i.) The number of minority and nonminority group members and women employed in each work classification on the project.

(ii.) The progress and efforts made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Bidders who rely in whole or in part on unions as a source of their work force),

(iii.) The progress and efforts made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(iv.) The progress and efforts made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

(B.) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Project Sponsor and SPCR.

(C.) The Bidder will submit an annual report to the Project Sponsor each July for the duration of the project. The annual report will include the numbers of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.

(XI.) Other

(A.) **This project is subject to CFR 2** §200.322 Domestic preferences for procurements.
Please note any exceptions here:

_____

**Federal Fund Notification**

This project is funded in part with a federal Land and Water Conservation Fund grant for which the Sponsor is a Subrecipient.

**FAIN # P22AP01555 LWCF # 56-00955 CFDA # 15.916**

**BIDDER CERTIFICATION**

Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses. If selected as a subcontractor, this document will be added to contract for the services.

Bidder certifies that a pricing schedule consisting of 1 pages is attached to this document.

Bidder Name: Consolidated Engineers, Inc.

Bidder Mailing Address: PO Box 1035, Gillette, WY 82717-1035

Email: dstillman@ceincorp.com

Phone Number: (307) 682-0768

Printed Name of Bidder's Authorized Signatory: Dennis G. Stillman

Signature of Authorized Signatory: Dennis G Stillman

Date: March 15, 2024

This is **EXHIBIT I**, consisting of [ 3 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21st, 2024].

## Reserved for Insertion of LWCF Buy America Requirements


**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**
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# Attachment B: Buy America Requirements

56-00955 Hidden Valley Park Playground Improvements

## A. Background:

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, and specified in Executive Order 14005, Ensuring the Future is Made in All America by All of America's Workers,
none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.

The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Grants may be covered by a Waiver to the Buy America provisions. Waivers are published here: https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

## B. Definitions:

1. "Construction materials" includes an article, material, or supply that is or consists primarily of:
   - non-ferrous metals;
   - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
   - glass (including optic glass);
   - lumber;
   - drywall;
   - and anything that is installed, built, or purchased.

2. "Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

3. "Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; and the construction materials used in the project are produced in the United States.

4. "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. **Infrastructure includes all amenities funded through this Agreement.**

5. ‘‘Project’’ means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**C.** Infrastructure Requirements:
Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

**D. Waivers:**

When necessary, the Subrecipient may apply for a waiver. The waiver request must be submitted to the Agency before work begins. Waivers must then be approved by Department of the Interior (DOI) who may grant a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Applications for waiver must be in writing, signed by the Subrecipient's Principal Contact, and include the following. A form for this purpose will be provided by the Agency.

a. Type of waiver requested (non-availability, unreasonable cost, or public interest).
b. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
c. Department of Interior Bureau or Office who issued the award.
d. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
e. Financial assistance title of project (reference block 8 on DOI Notice of Award).
f. Federal Award Identification Number (FAIN).
g. Federal funding amount (reference block 11.m. on DO Notice of Award).
h. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
i. Infrastructure project description(s) and location(s) (to the extent known).
j. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
k. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
l. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
m. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Subrecipient will notify the Agency of the general applicable waiver before work begins.

This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21st, 2024].

## Special Provisions

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

Paragraph 6.07 Controlling Law is hereby amended as follows:

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

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

6.11 *Indemnification*

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

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

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

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

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

The following is hereby added to paragraph 6.13 Miscellaneous Provisions:

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


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

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

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

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

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

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


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

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


**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**
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This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21st, 2024].

## AMENDMENT TO OWNER-ENGINEER AGREEMENT
## Amendment No. _____

**The Effective Date of this Amendment is: _____.**

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

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

Agreement Summary:

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

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


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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

| OWNER: | ENGINEER: |
|---|---|
| By: _____ | By: _____ |
| Print name: _____ | Print name: _____ |
| Title: _____ | Title: _____ |
| Date Signed: _____ | Date Signed: _____ |


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**BCI Burke & Landscape Structures Playground Equipment**

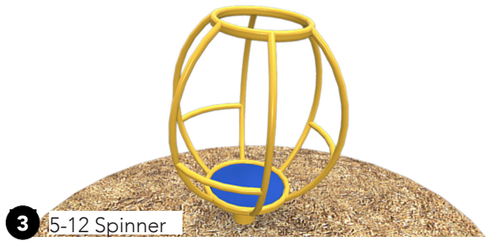
# Hidden Valley Park Playground Plan

**Accessible Elements:**

- **Swing Seat**
- **Sundial Lookout**
- **Elevated Sand Table**
- **2-5 Climber**
- **2-5 Structure**
- **5-12 Structure**
- **Drinking Fountain**
- **Picnic Tables**
- **Port-a-Let**

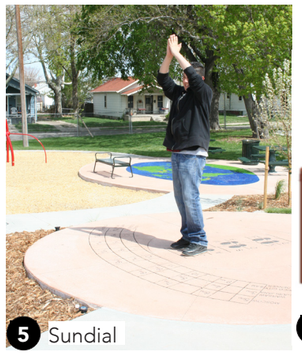
1 5-12 Year Old Structure

2 5-12 Swings (2 Belt)



3 5-12 Spinner

4 5-12 Climber



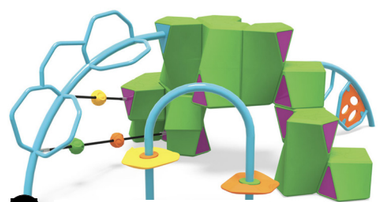
5 Sundial

6 2-5 Tot & ADA Swings

7 2-5 Elevated Sand Table

8 2-5 Year Old Structure

9 2-Seat Rocker



10 2-5 Climber

# 24EN13-Hidden Valley Playground Renovations

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

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

1 inch equals 80 feet

1 inch equals 0.02 miles

April 02, 2024

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

# Request for Proposals

## Hidden Valley Playground Renovations
## Construction Management and Contract Administration
## Project No. 24EN13

*This project is funded in part by a federal Land and Water Conservation Fund Grant (Department of Interior) through Wyoming State Parks and Cultural Resources.*
*Grant #: 56-00955, CFDA #15.916*

Prepared By:
City of Gillette
Development Services Department: Engineering Division
201 E. 5th St.
Gillette, WY 82716

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| **Sample of Proposed EJCDC E-500 Agreement** | **Attachment D** |

ADVERTISEMENT AND REQUEST FOR PROPOSALS

**CITY OF GILLETTE**

NOTICE IS HEREBY GIVEN THAT SEPARATE SEALED PROPOSALS FOR THE FURNISHING OF:

HIDDEN VALLEY PLAYGROUND RENOVATIONS
CONSTRUCITON MANAGEMENT AND CONTRACT ADMINISTRATION

GENERALLY DESCRIBED AS:

*Professional Services related to the management and administration of the Hidden Valley Playground Renovations Project and associated contract between the City of Gillette and the successful Bidder. This project is funded in part by a Federal Land and Water Conservation Fund Grant (Department of the Interior) through Wyoming State Parks and Cultural Resources; Grant # 56-00955, CFDA #15.916*

24EN13

WILL BE RECEIVED BY THE CITY OF GILLETTE, WYOMING, AT THE OFFICE OF THE CITY PURCHASING DIVISION, CITY WAREHOUSE, 800 N. BURMA AVENUE, P.O. BOX 3003, GILLETTE, WYOMING, 82717, UNTIL THE FOLLOWING TIME AND DATE:

**4:00 PM March 15th, 2024**

ELECTRONIC COPIES OF THE RFP DOCUMENTS MAY BE OBTAINED BY CONTACTING:
CITY OF GILLETTE:

PURCHASING DIVISION
800 N BURMA AVE
GILLETTE, WY 82716
(307) 686-5263
purch@gillettewy.gov

**—OR—**

ENGINEERING DIVISION
ATTN: Tobias Fiske
201 E 5th St
Gillette, WY 82716
(307) 686-5275
tobyf@gillettewy.gov

A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR **3:00PM** ON **FEBRUARY 21ST, 2024** IN THE **ENGINEERING CONFERENCE ROOM** AT GILLETTE CITY HALL, 201 E. 5TH ST., GILLETTE, WY 82716. INTERESTED RESPONDENTS ARE **ENCOURAGED** TO ATTEND AND PARTICIPATE IN THE CONFERENCE.

PROPOSALS MUST BE APPROPRIATELY MARKED:

HIDDEN VALLEY PLAYGROUND RENOVATIONS
CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION
24EN13

THE CITY OF GILLETTE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

CITY ENGINEER

_____ _____
***JOSEPH D. SCHOEN*, P.E.** DATE

CITY ADMINISTRATOR

_____ _____
***MICHAEL H. COLE, P.E.*** DATE

PUBLISH: ***February 6th, 2024***
***February 13th, 2024***
***February 20th, 2024***
***February 27th, 2024***
***March 5th, 2024***

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## INTRODUCTION

The City of Gillette has secured funding through the Land and Water Conservation Fund (LWCF) for the implementation of playground and park renovations at Hidden Valley Park within the City of Gillette Parks System. Pursuant to this funding and grant agreement, the City of Gillette is seeking a qualified consulting firm to provide Construction Management and Contract Administration services during the course of the Hidden Valley Playground Renovations Project.

## BACKGROUND

The Hidden Valley Playground Renovations project represents the third phase of the implementation of the Park Playgrounds Master Plan effort designed by Russell + Mills Studios (*Design Architect*) of Fort Collins, Colorado. The project includes a complete demolition of the existing playground structures and associated play area and installation of new playground equipment and associated structures; including earthwork, concrete surfacing, concrete curb, landscape enhancements and associated irrigation improvements. This project will be advertised for bid concurrently with the advertisement of this Request for Proposals.

The project documents, including construction drawings and specifications, are available through the City of Gillette Website for a non-refundable fee of **$22.00** at:

www.gillettewy.gov
What's Happening>Advertisements and Invitations to Bid>Electronic Plans and Specs

The Hidden Valley Playground Renovations project is anticipated to be completed over the 2024 construction season. The contract documents for this project provide **sixty (60)** working days to substantially complete all work and require the project to be fully complete and ready for final payment on or before **November 22nd, 2024**.

## INDEX OF EXHIBITS/ATTACHMENTS TO THIS REQUEST FOR PROPOSALS

A: LWCF MISC CERTS AND CLAUSES (REQUIREMENT OF SUBMITTAL)
B: LWCF BUY AMERICA REQUIREMENTS
C: WYOMING STATE HISTORIC PRESERVATION OFFICE COMPLIANCE REQUEST AND RESPONSE
D: PROPOSED EJCDC E-500 AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES AS MODIFIED FOR THE PURPOSES OF THIS PROJECT AND RFP.

## SCOPE AND DELIVERABLES

The General and Supplementary Conditions and Construction Specifications cited below are available in the City of Gillette 2020 Standard Construction Specifications which may be downloaded from the City of Gillette Website at:

www.gillettewy.gov
City Government>Departments>
Development Services>Engineering>Regulations/Standards

In addition, the respondent will refer to the attached EJCDC E-500 Exhibit A: Engineer's Services, Part 1.05 *Construction Phase* for the scope of services requested which are summarized below.

Construction Management and Observation:

In general, the selected consultant shall provide services and assume responsibilities as described in the Supplementary Conditions 10.03—Resident Project Representative.

The exact scope of services will be negotiated after consultant selection and award of the project to the successful Bidder. However, as a minimum, the selected consultant shall:

- Base their proposed scope of services on Part-Time RPR and Construction Observation. It is anticipated that Part-Time RPR and Construction Observation will be sufficient for the purposes of this project.
- Conduct and coordinate regular project meetings with the Owner and Contractor during the course of the project.
- Keep and distribute the minutes of such meetings.
- Accept or reject work on site based on the construction documents, drawings and 2020 City of Gillette Standard Construction Specifications.
- Collect and compile construction data. The selected consultant will compile and prepare such data in consultation and cooperation with the Owner and Design Architect who will utilize the data for the purposes of creating Record Drawings.

Contract Administration

In general, the selected consultant shall provide services and assume responsibilities as described in the General Conditions Article 10—Engineer's Status During Construction in addition to such services and responsibilities provided for in the EJCDC E-500 Exhibit A: Engineer's Services, Part 1.05 *Construction Phase*. Such services shall include as a minimum, but are not limited to:

- Preparing and/or evaluating Contractor Pay Applications for accuracy.
- Preparing and recommending Work Change Directives and Change Orders
- Review and approval of Contractor Submittals.
- Review and approval of Shop Drawings as may be called for in the construction documents and drawings.

Field Engineering

- The Contract Documents provide for Contractor Provided Survey and Staking in accordance with Section 1050—Field Engineering of the City of Gillette Standard Construction Specifications. In coordination with the successful bidder, the selected consultant may be requested to verify and/or provide additional Construction Survey and Staking; particularly related to the proper siteing of the playground equipment. Survey data used during design will be provided to the successful respondent by the Owner and Design Architect.

Additional Services may be requested of the selected respondent. Such services are anticipated to consist largely of:

- Review and verification of the accuracy of documentation requested or required by LWCF, given that such documentation will depend, in whole or in part, upon information provided to the City of Gillette by the successful respondent within their scope of work.

Responsibilities of the City of Gillette

In general, the City of Gillette will assume the responsibilities of Project Sponsor for the purposes of reporting to the Land and Water Conservation Fund (LWCF) and Department of the Interior; including construction progress reports, preparing, and submitting reimbursement requests and other documentation as may be requested or required.

Additionally, the City of Gillette will assume the Owner's Responsibilities as described in the General and Supplementary conditions and the EJCDC E-500 provided as attachment to this RFP.

## PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference has been scheduled for:

**Wednesday, February 21st, 2024,** at **3:00 PM**

in the **Engineering Conference Room** at

Gillette City Hall
201 E 5th St.
Gillette WY, 28716

Interested respondents are **ENCOURAGED** to attend.

Virtual attendance at the conference may be arranged by contacting:

Tobias Fiske, Project Manager Technician
Email: tobyf@gillettewy.gov
Subject Line: 24EN13-Hidden Valley Park Playground Renovations

## REQUISITE EXPERIENCE

The successful respondent will demonstrate and provide documentation of previous experience including the following:

1) Providing the requested services on projects of similar size and scope within the last three years.
2) Knowledge of the most recent standards and practices related to playground safety published by the National Recreation and Park Association.
3) Knowledge of federal funding requirements and practices, particularly as related to Land and Water Conservation Fund (LWCF) projects, procedures, and requirements.

## SUBMITTAL REQUIREMENTS

The Proposal shall not exceed ten (10) pages while adequately covering the information requested. The Cover Letter, Addenda documents as may be issued, and the LWCF Misc Certs and Clauses shall not be counted toward the 10-page limit. The response shall be formatted to standard 8.5" x 11" paper.

Responses submitted by hard copy shall be appropriately bound.

Responses submitted electronically shall be a single PDF file.

The Proposal submittal shall provide, at a minimum, the following:

- A cover letter signed by a Principal attesting to the accuracy of the response. The cover letter shall also be clearly and appropriately marked:

  City of Gillette
  Attn: Tobias Fiske
  Hidden Valley Park Playground Renovations
  Request for Proposals
  Project No. 24EN13

- A narrative statement describing the respondent's understanding of and general approach to the goals of the project.
- A summary of the key personnel who will be assigned to this project describing their specific roles, qualifications, and experience. The summary should generally describe the ability of the key personnel to perform the required services and indicated roles within the project.
- A list of at least two (2) representative projects of similar size and scope completed in the last three (3) years where respondent has performed services similar in nature to those requested.
- A summary of existing and projected workload utilizing similar skillsets required for the work requested in this RFP. This summary should address the respondent's capacity to perform the work requested in this RFP while maintaining the workload described.
- Identify any subconsultants, the type of work they would perform and whether the respondent has worked with them before.
- Respondent's recommendations, as there may be, to tailor the scope of services or responsibilities provided in the ECJDC E-500 as Attachment D pursuant to the anticipated Part-Time basis of this request and to gain efficiencies and/or reduce cost.
- Provide completed LWCF Misc Certs and Clauses (*see Attachment A of this RFP*) and submit with Proposal as attachment. The LWCF Misc Certs and Clauses will be incorporated into the final agreement with the successful respondent. The LWCF Misc Certs and Clauses will not count toward the ten (10) page limit of the Proposal submittal.
- Provide a proposed schedule of Standard Hourly Rates and Respondent's estimate of corresponding hours required to provide the requested services. Schedule of Standard Hourly Rates should be substantially in a form equivalent to that of Exhibit C of the EJCDC E-500 Agreement provided as Attachment D.
- Provide a proposed Cost not to Exceed which shall form the basis of contract and scope negotiations.

## ACKNOWLEDGEMENTS

By submitting a response, the respondent is acknowledging:

- Familiarity with and acceptance of the requirements and conditions of this Request for Proposals.
- Their responsibility to acquire and familiarize themselves with the Project Manual and Construction Drawings bearing the general title 24EN13-Hidden Valley Playground Renovations. The City of Gillette has published and made available these documents through our standard bidding procedures concurrently with the advertisement of this RFP and assumes no additional responsibility to provide these documents to respondents prior to selection.
- The City of Gillette assumes no obligation of any kind for any expenses incurred by any respondent pursuant to or arising from their response to this request.
- Nothing in this request, in whole or in part, shall be construed to constitute any obligation of any kind on the part of the City of Gillette to enter into any agreement or to procure any product or service.
- The agreement executed between the successful respondent and the City of Gillette shall be substantially in the form of the EJCDC E-500 provided as Attachment D.
- Failure to include the completed LWCF Misc Certs and Clauses in the respondent's submittal shall result in the submittal being rejected without consideration.

## PROPOSAL SUBMITTAL AND DEADLINE

The submitted Proposal must be marked:

City of Gillette
Hidden Valley Park Playground Renovations
Construction Management and Contract Administration
Project No. 24EN13

The Proposal shall include all items indicated in the Submittal Requirements portion of this RFP. Proposals may be submitted electronically via email in PDF format to:

purch@gillettewy.gov
Subject Line: 24EN13-Hidden Valley Park Playground Renovations

**—OR—**

Hard paper copy to:

Gillette City Warehouse
Attn: City of Gillette Purchasing Division
800 N. Burma Avenue
P.O. Box 3003
Gillette, WY 82717.

Proposals must be received prior to **4:00 PM**, local time, **March 12th, 2024.** Late responses shall not be accepted.

## SELECTION PROCESS

The Proposals will be evaluated by a review committee comprised of the City of Gillette Staff. Respondent interviews may be requested upon review of responses. If questions arise during the evaluation process, the respondent will be contacted at that time. Selection will be based upon:

1) Proposal meets the Submittal Requirements
2) Respondent's requisite experience
3) Respondent's proposed Cost Not to Exceed
4) Respondent's key personnel experience

Interviews may or may not be requested after the proposal evaluations are completed.

Respondents will be notified of the review committee's decision no later than **4:00 PM**, local time, **March 22nd, 2024.** At that time, the City of Gillette will enter contract negotiations with the selected respondent.

The City of Gillette reserves the right to accept, reject, or request changes to responses. The City of Gillette intends to enter negotiations with the qualified respondent that provides the lowest proposed Cost Not to Exceed.

If a satisfactory fee cannot be negotiated with the selected respondent, subsequent attempts will be made to negotiate with the other qualified respondents in the order of their proposed cost from lowest to highest.

## ANTICIPATED SELECTION SCHEDULE

| SELECTION STAGE | DATE(S) |
|---|---|
| RFP DOCUMENT ISSUED | TUESDAY FEB. 6TH, 2024 |
| RFP ADVERTISEMENTS ISSUED | FEB. 6TH, 13TH, 20TH, 27TH, MAR. 5TH 2024 |
| **OPTIONAL** PRE-PROPOSAL CONFERENCE | WEDNESDAY, FEB. 21ST AT 3:00PM |
| PROPOSAL SUBMITTALS DUE | FRIDAY, MARCH 15TH BY 4:00PM |
| PROPOSAL REVIEW PERIOD | MARCH 18TH THRU MARCH 22ND 2024 |
| CONSULTANT SELECTION | MARCH 22ND, 2024 |
| CONTRACT NEGOTIATION PERIOD | MARCH 25TH THRU APRIL 2ND |
| ANTICIPATED CONTRACT AWARD | APRIL 16TH, 2024 |

## RFP TO BE RUN CONCURRENTLY WITH CONSTRUCTION BID

This Request for Proposals will be advertised concurrently with the construction Advertisement and Invitation to Bid for the Hidden Valley Playground Renovations Project (23EN14). It is expected that interested respondents will obtain the relevant construction documents per the City of Gillette's standard bidding practices and procedures.

The construction documents bearing the general title "Hidden Valley Playground Renovations Project—24EN13" are available on the City of Gillette's website for a non-refundable fee of **$22.00** by going to:

www.gillettewy.gov
What's Happening>Advertisements and Invitations to Bid>Electronic Plans and Specs

The anticipated bidding schedule for Construction is as follows:

| BIDDING STAGE | DATE(S) |
|---|---|
| BIDDING DOCUMENTS ISSUED | TUESDAY FEB. 6TH, 2024 |
| ADVERTISEMENT OF INVITATION TO BID | FEB. 6TH, 13TH, 20TH, 27TH, & MAR. 5TH 2024 |
| **OPTIONAL** PRE-BID CONFERENCE | THURSDAY, FEBRUARY 15TH AT 3:00PM |
| BID OPENING | TUESDAY, MARCH 12TH AT 2:00PM |
| BID REVIEW PERIOD | MARCH 13TH THRU MARCH 20TH 2024 |
| ANTICIPATED COUNCIL AWARD | APRIL 2ND, 2024 |

Interested Respondents may request to be notified of the bid results and apparent low bidder at any time after bid opening by contacting via e-mail:

Tobias Fiske, Project Manager Technician
Email: tobyf@gillettewy.gov
Subject Line: 24EN13-Hidden Valley Park Playground Renovations

## PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES

The EJCDC E-500 Agreement between Owner and Engineer for Professional Services as modified for the purposes of this project is attached as exhibit to this RFP for reference and shall form the basis of the final agreement between the City of Gillette and the successful respondent.

Compensation for Basic and RPR Services shall be made on a Standard Hourly Rate basis as provided for in the attached EJCDC E-500.

Pursuant to the Part-Time basis of this request, Respondents may include in their proposal recommendations as to the following:

- Modifications to the Engineer's Basic Services and Additional Services.
- Modifications to the Owner's Responsibilities.
- Modifications to the Duties, Responsibilities of the RPR.
- Anticipated scope of Construction Survey and related Field Engineering.

## QUESTIONS AND RFI'S

Please direct any questions, RFI's, need for additional information, or clarification of the project scope or requirements to:

Tobias Fiske, Project Manager Technician
Email: tobyf@gillettewy.gov
Subject Line: 24EN13-Hidden Valley Park Playground Renovations

Any questions or RFI's must be received on or prior to **February 29th, 2024 at 4:00PM**. *Questions and RFI's received via any method other than e-mail, without the above subject line or after the above time and date will not be responded to*. Office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. (MST).

## ADDENDA

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all known request holders through the Gillette City Purchasing Division. It is the responsibility of the respondent to obtain and acknowledge any addenda that could be completed prior to submitting their response.

Failure to obtain and acknowledge any addendum will not be grounds to disqualify a respondent, neither will it constitute a waiver by the City of Gillette of any addendum, or any requirement, modification or other substantive item contained therein.

Acknowledgement by the respondent of any addenda shall be shown by including the addenda document(s) as attachment(s) to the respondent's Statement of Qualifications. Inclusion of the addenda will not be counted toward the ten (10) page limit of the proposal submittal.

The City of Gillette assumes no responsibility for notifying or communicating with request holders of whom the City of Gillette is not aware.

## LAND AND WATER CONSERVATION FUND (DEPARTMENT OF INTERIOR) REQUIREMENTS, RULES AND REGULATIONS

A Federal Land and Water Conservation Fund Grant has been obtained by the city of Gillette for this project. Relevant practices, regulations and requirements include but are not limited to:

- LWCF Misc Certs and Clauses
  Pursuant to the final Agreement, the successful respondent shall be required to complete the LWCF Misc Certs and Clauses provided as Attachment A to this RFP. The Respondent's completed LWCF Misc Certs and Clauses shall be incorporated into the final agreement between the Owner and Engineer by reference.

- Buy America Requirements
  All materials, services and agreements related to this project are subject to the Buy America Requirements, provided as Attachment B to this RFP. The Buy America Requirements as provided shall be incorporated into the final agreement between the Owner and Engineer by reference.

**—END—**

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CONSOLIDATED ENGINEERS, INC.

# CITY OF GILLETTE

# HIDDEN VALLEY PLAYGROUND RENOVATIONS CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION PROJECT NO. 24EN13

**Response to Request for Proposals**
**Construction Management and Contract Administration Services**

**March 15, 2024**

**Consolidated Engineers, Inc.**
400 S. Gillette Avenue, Suite 201
P.O. Box 1035
Gillette, WY 82717
(307) 682-0768
dstillman@ceincorp.com

March 15, 2024

City of Gillette
Attn: Tobias Fiske
Hidden Valley Park Playground Renovations
Request for Proposals
Project No. 23EN13

To the Members of the Selection Committee,

Consolidated Engineers thanks you for this opportunity to present our qualifications and fee proposal for the City of Gillette's Hidden Valley Park Playground Renovations Project. We are grateful for the opportunity to be considered by the City of Gillette for professional Construction Management and Construction Administration services. As you will see in our response to the Request for Proposals, we have assembled a strong, experienced team tailored for this project who will be committed to seeing it completed successfully.

Consolidated Engineers is not a regional firm that will try to fit your work in by shipping it to another office. We are a small yet aggressive civil engineering company that will bend over backwards to make sure that are clients' projects are completed to everyone's satisfaction. What we lack in size we make up for in dedication and effort.

## Ability of Our Professional Personnel & Project Team

Consolidated Engineers has demonstrated our ability to work on both design and construction projects for clients in Wyoming. We are a highly qualified and experienced group that is deeply dedicated to seeing projects through to the end. The staff of Consolidated Engineers takes great pride in being able to say "we had a part of this project" when it is being used by the people it was intended for.

## Commitment

Consolidated Engineers enjoys working with all of our clients and is committed to continuing and building upon our current and future working relationships. Through our projects, we have developed strong ties with the various clients we have worked with.

We believe in finishing projects, regardless of the challenges that are presented along the way. Our firm and the consultants we work with, take pride in making the necessary commitments to deliver projects on time and within budget. This does not happen on every project, as there are outside influences beyond our control that sometimes prevent this from happening. Those are generally related to the budgets as there are occasions where the given budget does not adequately address all of the expectations of the project. By diligently making all parties aware of potential schedule delays or financial short falls as early as possible, these issues can be worked around so that the project can continue.

Again, we appreciate the opportunity to propose on this project and hope to continue our long lasting working relationship with the City of Gillette. If you have any questions or concerns, or need additional information, please contact us at any time.

Sincerely,

**Consolidated Engineers, Inc.**

Dennis G. Stillman

## Understanding of the Project

We have reviewed the Bid Documents for the Construction portion of this Project and feel comfortable with our knowledge of the scope of the work. The general work to be provided is similar to projects that we have been involved with in the past where landscaping and irrigation improvements have been made. Consolidated Engineers, Inc. has also worked with several landscape architects on the designs and limited construction observation of playgrounds at the last five (5) new elementary schools constructed in Gillette as well as those in Sundance and Lingle.

The construction phase services that are described in the Request for Proposals is nearly identical to the part-time construction observation we have supplied to the City of Gillette on numerous projects in the past, including the 8th and Stocktrail Drainage (23EN07) which is currently under construction.

## Knowledge of Playground Safety Requirements

We have reviewed the general standards and practices as related to playground safety published by the National Recreation and Park Association. Based on that review, we see nothing that is a concern to us or beyond our abilities. If questions arise during construction, we will consult their requirements and be in communications with Russell + Mills Studios to get their input and guidance.

## Knowledge of Land and Water Conservation Fund Requirements

We have reviewed the general federal funding requirements and practices as related to Land and Water Conservation Fund Projects. Based on that review, we see nothing that is a concern to us or beyond our abilities.

## Schedule and Availability of the Project Team

Per the Bid Documents for the Construction portion of this Project, the Contractor has a maximum of sixty (60) working days November 22, 2024.

Our firm currently has the room in our schedule to complete this Project within the above listed time frames. As far as our current contracted workload, the only projects we have going on that could require one person for close to or more than half a day for extended periods of time are the following:

- Construction observation of the YES House Pavement Repairs project which will require a single staff member. These improvements are scheduled to be complete by the middle of August at the latest.
- Construction observation of the City of Gillette's 2024 Crack Sealing (24EN14) project which will require a single staff member. These improvements are scheduled to be started no earlier than August 19th and completed by October 31, 2024 at the latest.

## 8th & Stockpile Drainage (23EN07)

Client / Owner: City of Gillette / City of Gillette

Contact: Tobias Fiske / Tobias Fiske

Description: The purpose of this project is to address storm water drainage concerns at the intersection of 8th Street and Stocktrail Avenue. Water currently leaves the gutters on 8th Street and flows across the intersection and also causes issues downstream at the Campbell County Senior Center. This project is currently in the construction phase.

Scope of Services: Our agreement for this project included design phase, bidding phase, and construction phase services. The construction observation services include a part-time RPR, daily reporting, tracking of quantities for payment request review, and providing general services as per EJCDC E-500 requirements.

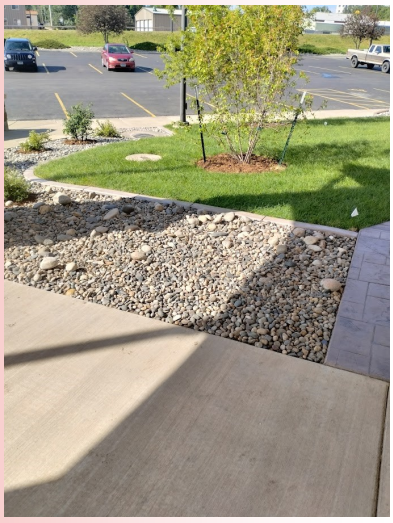
These are essentially the same construction phase services that are required for the Hidden Valley Playground Renovations job.

## CCFD Station 1 Admin Drainage Improvements

Client / Owner: Structural Dynamics / CCFD

Contact: Brian Shippy / Ryan Fox

Description: The purpose of this project was to address general drainage concerns and basement water infiltration around the administrative portion (south end) of Fire Station 1. The design included the replacement of the failing downspout collection system and regrading to ensure adequate drainage away from the building.



As a result of the extensive grading and excavation, the majority of the existing landscaping was removed. Decorative concrete aprons were installed adjacent to the building to prevent water infiltration, replacing the landscape bushes that had been present. Extensive sprinkler system modifications were required and new trees and bushes were installed.

Scope of Services: Our agreement for this project included design phase, bidding phase assistance, and construction phase services. The construction observation services included a part-time RPR, daily reporting, tracking of quantities for payment request review, and providing general services civil engineering oversight for the work. Also included was coordination between the contractor, the landscape/irrigation subcontractor, and the Campbell County Parks representative.

## Gillette College Soccer Field

Client / Owner: Steiner-Thuesen / Campbell County

Contact: Nathan Steiner / Clark Melinkovich

Description: This project involved the construction of an artificial turf soccer field and practice area for the Gillette College. The facility was required for both the men's and women's soccer teams that were using facilities at Thunder Basin High School as they had no facilities of their own.

We worked with both Steiner-Thuesen and their artificial turf subconsultant in laying out the improvements which included irrigated landscaping around the perimeter of the new field.

Scope of Services: Our agreement for this project included design phase, bidding phase assistance, and construction phase services. The construction observation services included a part-time RPR, daily reporting, tracking of quantities for payment request review, and providing general services civil engineering oversight for the work. Also included was coordination between the contractor, the landscape/ irrigation subcontractor, the artificial turf subconsultant, and both the Campbell County Parks and College representatives.

## Heritage Village Park

Client / Owner: City of Gillette

Contact: Levi Jensen

Description: The pathway project included the layout and design for a new pathway and basketball court (full size) and a replacement pathway through the park.

Scope of Services: Design services provided layout and design of the new pathway. Prepared material specifications, assisted with permitting and provided construction engineering assistance.

## Dalbey Memorial Park Pathway

Client / Owner: City of Gillette

Contact: Levi Jensen

Description: The pathway project included the layout and design for the new pathway along the east side of Dalbey Memorial Park.

Scope of Services: Design services provided layout and design of the new pathway. Prepared material specifications, assisted with permitting and provided construction engineering assistance.

## Introduction

provides civil engineering services on a variety of project types. We have a proven track record of success on commercial, industrial, educational, and governmental projects. Consolidated Engineers, Inc. was incorporated in the State of Wyoming in January 1994 after a partnership reorganization that was established in 1987.

Members of the staff at Consolidated Engineers has been involved with projects in Gillette for forty-four (44) years collectively gaining local knowledge, experience, and expertise enabling us to produce responsible and economical designs. Since 1994, Consolidated Engineers has maintained it's presence by providing engineering on a large number of successful projects in Wyoming.

With over 100 years of combined experience, our team of engineers and technicians makes us the firm that builds lasting relationships with clients and the community!

## Focus

The focus of Consolidated Engineers is to provide the ***Best Overall Value*** in engineering services to our clients on every project. This is reflected in our mission statement adopted in 1994:

> ***"Our Mission is to Provide Quality and Professional Engineering Services to Our Clients by Obtaining Desired Results Through Honest, Ethical and Efficient Practices."***

We are able to achieve the stated objective by maintaining a core group of highly trained and experienced engineers and support staff. Our local presence and low overhead also allows Consolidated Engineers to provide an extremely competitive fee structure to our clients. We have maintained our presence as a local engineering firm primarily serving northeastern Wyoming and western South Dakota, throughout our firm's existence

What this means to you, the client, is that we are locally available and responsive to your needs. We can have a representative to your jobsite in this area in a matter of minutes, if needed, for on-site visits to address the inevitable issues that arise in the design and construction process.

## Insurance

Consolidated Engineers carries and maintains adequate private insurance coverage for vehicle liability, general liability and professional liability that meets the City of Gillette's minimum requirements. Also, the mandated state coverage for unemployment and workers compensation is maintained. Certificates of coverage and good standing can be provided upon request.

## Working With the City of Gillette

Consolidated Engineers has been involved with numerous successful projects through our association with the City of Gillette since the start of our company. Our staff members have an even longer working relationship with the City of Gillette starting in 1981 for Dennis Stillman. These include projects where our client was the City of Gillette as well as those where the City of Gillette was the permitting authority.

This extensive history makes us familiar with how projects need to be overseen in order to get them successfully constructed. Whether that's following the City's Design Regulations on private projects or putting together a complete set of bid documents on a City project, we have the experience and drive to get it completed so that the project is a total success.

The following is a brief introduction of our engineering staff that will be committed to this Project is as follows:

## Edward S. Scott, P.E. - Principal Engineer & Licensed Wyoming Engineer

Ed has over fifty-two (52) years of experience in civil and structural engineering in the fields of industry, manufacturing and private practice. His design and project management experience includes structures and buildings for numerous & varied facilities; potable water systems; sewerage collection; street and road design; routing studies; ADA compliance; pavement management; foundation design; structural condition assessments, and drainage facilities. Additional experience has been gained in project cost estimation, feasibility studies, contractor coordination, regulation enforcement, contract negotiation and permitting

For this Project, Ed will serve in the capacity of Engineer of Record for the Engineer Services required for the successful completion of the work.

## Dennis G. Stillman - Project Manager

Dennis has over forty-four (44) years of experience in civil engineering in private practice in the Gillette and northeast Wyoming area. His civil design and construction administration experience has included: site planning and development; street rehabilitation; sanitary sewer collection (new design and rehabilitation); storm sewer design; roadway design; drainage channel design; subdivision planning; feasibility studies; water distribution system design; permit applications; code compliance's; materials specifications; surveying; and construction observation.

For this Project, Dennis will coordinate the Engineer and Resident Project Representative services that are to be provided. He will also serve as the primary point of contact.

## Steve Stillman - Engineering Technician & RPR

Steve has over twenty-one (21) years experience in the engineering industry, with experience in numerous civil engineering projects with tasks including data gathering; drafting and plan preparation; field analysis of pavement and drainage; substantial construction observation, materials testing, construction administration, client interfacing, construction quantity tracking and calculation, documentation and closeout.

For this Project, Steve will serve as the Resident Project Representative.

## Land Surveying Incorporated

In the event that as-constructed locations of the eight (8) pieces of playground equipment that have “safe-zones” and survey the limits of the soft safe-zone areas are requested, this service will be provided by Land Surveying Incorporated through a subcontract with Consolidated Engineers, Inc. Part of these optional services would be to create a certified exhibit showing the dimensions from the required safe-zones to the as-constructed limits of the installed soft safe-zone material. We have worked with Land Surveying Incorporated since the start of their company in 2000.

Consolidated Engineers, Inc. proposes to provide civil engineering services for the Construction Management and Construction Administration of this Project with in-house personnel with assistance from Land Surveying Incorporated,. The following sections describe the scope of the engineering services. Where these vary from those listed in the EJCDC E-500 document provided with the Request for Proposal, that document will need to be modified to these.

## I. TASK 1 - CONSTRUCTION PHASE SERVICES

A. Organize and attend a pre-construction meeting with Owner and the construction Contractor to determine schedules and to establish chains of communications. The meeting will have notes taken to document items that were discussed that will be typed up and distributed to all in attendance.

B. Obtain from Russell + Mills Studios digital copies of the final design in a format compatible with the Contractor's surveyor and provide such to the Contractor.

C. Provide part-time Resident Project Representative (RPR) services with such duties and responsibilities as set forth in the EJCDC E-500 document provided with the Request for Proposal. **It is assumed that daily one and one-half (1.5) hour construction observation tours per day for a period of no more than sixty (60) days will be sufficient for the majority of the Project. It is also assumed that a second one and one-half (1.5) hour construction observation tours per day will be required on eight (8) days when critical construction items are scheduled.**

(Additional visits as requested by Client will be on a time and materials basis.)

D. Provide Daily Construction Reports for each site observation tour that are to be submitted weekly on Monday following the previous week's work. These will include photographs incorporated into them as needed to document construction progress and as needed to define "problem areas".

E. Receive and review material testing reports as received from the Contractor.

F. Arrange for and attend up to eight (8) biweekly construction progress meetings with Owner and the Contractor to determine compliance with schedules and to discuss construction related concerns. The meetings will have notes taken to document items that were discussed that will be typed up and distributed to all in attendance. (These meetings are assumed to be on-site.)

G. Provide Project Engineer's services as described in EJCDC E-500 document provided with the Request for Proposal, generally as follows:

1. Review up to five (5) applications for payment submitted by the Contractor. This includes in-field measurements of installed and/or removed pay item quantities.
2. Prepare and recommend RFI's, Change Orders, and similar documents with input from Russell + Mills Studios.
3. Receive and transmit shop drawings, schedules, submittals and proposed alternatives received from the Contractor and transmit to Russell + Mills Studios for their review and approval.
4. Answer questions form the Contractor concerning the construction.

H. Arrange for and conduct a Final Completion review of the work to check conformance of the work with the contract documents. A representative of Russell + Mills Studios will be invited to this review. Prepare notes of that review and prepare the Notice of Final Completion.

I. Receive the as-constructed survey data gathered by the Contractor's surveyor and transmit the data to Russell + Mills Studios for their use in creating on the "Drawings of Construction Record".

## II. TASK 1A - OPTIONAL STAKING REVIEW SERVICES

Contract with Land Surveying Incorporated to provide the following construction staking review services:

1. Survey the as-constructed locations of the eight (8) pieces of playground equipment that have “safe-zones” and survey the limits of the soft safe-zone areas.
2. Create a certified exhibit showing the dimensions from the required safe-zones to the as-constructed limits of the installed soft safe-zone material.

## III. TASK 1B - REVIEW OF LWCF SUBMITTALS SERVICES

Provide review and verification of the accuracy of documentation requested or required by LWCF, given that such documentation will depend in whole or in part upon information provided by the city of Gillette. These services will be provided on a time and materials basis.

## IV. TASK 1C - OPTIONAL REDUCTION IN ON-SITE OBSERVATION TOUR SERVICES

As a possible option to reduce overall Project costs, the number of on-site observation tours for a typical five (5) day work week could be reduced down to only three (3) tours per week. Based on the type of construction that this Project includes, daily on-site observation tours are probably not required to ensure that the construction requirements are achieved.

## Schedule of Hourly Rates and Reimbursable Expenses

Consolidated Engineers, Inc. proposes to provide the previously described civil engineering services for the Construction Management and Construction Administration of this Project at the following rates:

### Professional Fees (per hour):

| | |
|---|---|
| Principal Engineer | $150.00 |
| Senior Project Engineer | $130.00 |
| Resident Project Representative (RPR) | $ 90.00 |

### Reimbursable Expenses:

| | |
|---|---|
| Travel Expenses: Mileage (per mile) | $ 0.75 |
| Special tests, services of sub-consultants, and equipment rental | Cost + 5% |

## Estimate of Hours and Maximum Fees for Requested Services

Consolidated Engineers, Inc. proposes to provide the previously described civil engineering services for the Construction Management and Construction Administration of this Project at the following rates:

### I. TASK 1 - CONSTRUCTION PHASE SERVICES

| | |
|---|---|
| Principal Engineer | 1.0 hours |
| Senior Project Engineer | 38.0 hours |
| Resident Project Representative (RPR) | 207.0 hours |
| Mileage | 868 miles |

Estimated Maximum Fee:.....$24,234.50

### II. TASK 1A - OPTIONAL STAKING REVIEW SERVICES

Land Surveying Incorporated (+ 5% Markup)..... $1,417.50

### III. TASK 1B - REVIEW OF LWCF SUBMITTALS SERVICES

Time and Materials Basis

### IV. TASK 1C - OPTIONAL REDUCTION IN ON-SITE OBSERVATION TOUR SERVICES

| | |
|---|---|
| Senior Project Engineer | (3.0) hours |
| Resident Project Representative (RPR) | (48.0) hours |
| Mileage | (240) miles |

Estimated Maximum Fee Reduction: .....($4,890.00)

# LWCF: Miscellaneous Certifications and Clauses
## *FOR PROFESSIONAL SERVICES ONLY*
## to be Completed and Signed by all Bidders

**Reference:** https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D

This project is subject to an Agreement between the Project Sponsor and the Wyoming Department State Parks and Cultural Resources (SPCR) to utilize federal funding from the Land and Water Conservation Fund.

The provisions of Wyo. State § 16-6-102 and 16-6-104, Preference for Wyoming labor and materials, DO NOT apply. The contract shall be awarded to the lowest responsive and responsible bidder. (see PL §200.319)

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The undersigned Bidder hereby proposes to furnish all materials (except materials furnished by the Project Sponsor) including machinery, tools, equipment, and supplies, and perform all labor necessary to complete the work described in accordance with the plans, current standard specifications, special provisions, and for the prices set forth in the **attached schedule**. The schedule is to include major work components with costs and expected completion dates and other requested information.

**REGISTRATION WITH THE WYOMING SECRETARY OF STATE**

I. Bidder is a corporation or limited liability company? **YES (X)** **NO ( )**

II. Is the above Bidder currently registered with the Wyoming Secretary of State to do business in the State of Wyoming? **YES (X)** **NO ( )** (Please attach a copy of your registration.)

## CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder and all person(s) associated therewith in the capacity of owner, partner, director, or officer authorized to sign contracts certifies by signing this document that the responses to the following questions are true.

I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?
**YES ( )** **NO (X)** **Initials:** ___

II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years?
**YES ( )** **NO (X)** **Initials:** ___

III. Has any interested party have a debarment pending? **YES ( )** **NO (X)** **Initials:** ___

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving non-compliance, non-performance, judgement for financial compensation, fraud or official misconduct within the past three years?
**YES ( )** **NO (X)** **Initials:** ___

**IV.** Is any interested party currently involved in a case related to non-compliance, non-performance, judgement for financial compensation, fraud or official misconduct within the past three years?
**YES ( )** **NO (X)** **Initials:** ___

V. If registered with SAM.gov, UEI:

If the answer is YES to any of I-IV above, insert explanation and official documents below:

APPLICABLE: **YES ( )** **NO (X)**

## SUSPENSION OR DEBARMENT LISTING

Suspension or Debarment actions will not necessarily result in denial of award but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

| APPLIES TO WHOM | INITIATING AGENCY | DATES OF ACTION |
|---|---|---|
| | | |
| | | |

The person or persons signing this document do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Affirmative steps are required to utilize Minority Business Enterprises and Woman Business Enterprises ("Disadvantaged Business Enterprises" or "DBE") as possible sources of supplies, equipment, construction, and services. DBE's are minority or women owned or controlled businesses.

(I.) Bidder certifies that:

(A.) It has taken and will take affirmative action to seek out and consider Disadvantaged Business Enterprises as potential subcontractors.

(B.) It has taken and will take affirmative action to seek out and consider DBEs as potential suppliers.

(II.) Further, the Bidder shall:

(A.) List all DBE's contacted (and those that responded) on the following form and complete the requested information for each.

(B.) If applicable, mark that subcontracting is not anticipated.

(C.) If subcontracting occurs, provide the list to the Project Sponsor within thirty (30) days of project completion.

(D.) Make available upon request the bids submitted from each DBE and from non-DBE bidders.

DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

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

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

☒ Do Not Intend to (or did not) Subcontract Work (Note: Add additional lines if needed.)

| Disadvantaged Business Entity | Specific Subcontract Work or Materials Requested | Contact Method(s) | Contact Date(s) | Contact Result |
|---|---|---|---|---|
| | | | | ☐ No Response or Not Interested<br>☐ Not quoting on this project<br>☐ Quote submitted<br>☐ Bid Amount $<br>☐ Selected for Work or Materials |
| | | | | ☐ No Response or Not Interested<br>☐ Not quoting on this project<br>☐ Quote submitted<br>☐ Bid Amount $<br>☐ Selected for Work or Materials |
| | | | | ☐ No Response or Not Interested<br>☐ Not quoting on this project<br>☐ Quote submitted<br>☐ Bid Amount $<br>☐ Selected for Work or Materials |

## BUY AMERICA REQUIREMENTS

Federal law §200.322 Domestic preferences for procurements, PL 117-48 Infrastructure and Jobs Act, and Executive Order 14005 Ensuring the Future is Made in All America by All of America's Workers apply to this project. All contracts and subcontracts must reference these laws and policies.

For further information on the Buy America preference, please visit www.doi.grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

## BIDDER INFORMATION

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

(I.) The undersigned certifies, to the best of his or her knowledge and belief, the following:

(A.) No federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(B.) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to the Project Sponsor Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C.) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES APPENDIX A TO SUBPART A OF PART 230 – SPECIAL PROVISIONS

(I.) General.

(A.) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Executive Order 11246 and Executive Order 11375, are set forth in Required Contract Provisions form FHWA-1273, and these certifications and clauses are imposed pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-

Aid Highway Act of 1968. The requirements set forth in these certifications and clauses constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

(B.) The Bidder will work with the Project Sponsor and SPCR in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

(C.) The Bidder and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity:

(i.) The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, chapter 4, section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.

(ii.) The Bidder will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

(II.) Equal Employment Opportunity Policy.

(A.) The Bidder will accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of the Bidder to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

(III.) Equal Employment Opportunity Officer.

(A.) The Bidder will designate and make known to the Project Sponsor the Bidder's contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

(IV.) Dissemination of Policy.

(A.) All members of the Bidder's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Bidder's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(i.) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work, and then not less often than once every six months, at which time the Bidder's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(ii.) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Bidder's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(iii.) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Bidder's procedures for locating and hiring minority group employees.

(B.) The Bidder and all Subcontractors shall take the following actions:

(i.) Notices and posters setting forth the Bidder's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(ii.) The Bidder's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(V.) Recruitment.

(A.) The Bidder and all Subcontractors will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

(B.) The Bidder will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral

sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

(C.) In the event the Bidder has a valid bargaining agreement providing for exclusive hiring practices, Bidder will remain in compliance with equal employment opportunity provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Bidder to do the same, such implementation violates Executive Order 11246, as amended.)

(D.) The Bidder will encourage present employees to refer minority group applicants for employment. Appropriate notices or bulletins will be posted in areas accessible to all employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

(VI.) Personnel Actions.

(A.) Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. These procedures shall be followed:

(i.) The Bidder will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(ii.) The Bidder will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

(iii.) The Bidder will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Bidder will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

(iv.) The Bidder will promptly investigate all complaints of alleged discrimination made to the Bidder in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Bidder will inform every complainant of all of his avenues of appeal.

(VII.) Training and Promotion.

(A.) The Bidder will assist in locating, qualifying, increasing the skills of, and increasing the proportion or number of applications for employment among minority group and women employees.

(B.) Consistent with the Bidder's work force requirements and as permissible under federal and state regulations, the Bidder shall make full use of training programs, *i.e.*, apprenticeship and on-the-job training programs. Where feasible, 25 percent (25%) of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

(C.) The Bidder will advise employees and applicants for employment of available training programs and entrance requirements for each.

(D.) The Bidder will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

(VIII.) Unions.

(A.) If the Bidder relies in whole or in part upon unions as a source of employees, the Bidder will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions and to effect referrals by such unions of minority and female employees. Actions by the Bidder either directly or through a Bidder's association acting as agent will include the procedures set forth below:

(i.) The Bidder will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(ii.) The Bidder will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

(iii.) The Bidder is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Bidder. The Bidder shall certify to the Project Sponsor the efforts made to obtain such information.

(B.) In the event the union is unable to provide the Bidder with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Bidder will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Bidder has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Bidder shall immediately notify the Project Sponsor.

(IX.) Subcontracting

(A.) The Bidder will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Bidders may be able to obtain lists of minority-owned construction firms from the Wyoming Department of Transportation.

(B.) The Bidder will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

(C.) Bidder agrees to pay subcontractors within thirty (30) days of payment from Project Sponsor for all satisfactory work performed and retainage.

(X.) Records and Reports.

(A.) The Bidder will keep such records as are necessary to determine compliance with the Bidder's equal employment opportunity obligations. The records kept by the Bidder will be designed to indicate the following:

(i.) The number of minority and nonminority group members and women employed in each work classification on the project.

(ii.) The progress and efforts made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Bidders who rely in whole or in part on unions as a source of their work force),

(iii.) The progress and efforts made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(iv.) The progress and efforts made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

(B.) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Project Sponsor and SPCR.

(C.) The Bidder will submit an annual report to the Project Sponsor each July for the duration of the project. The annual report will include the numbers of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.

(XI.) Other

(A.) **This project is subject to CFR 2** §200.322 Domestic preferences for procurements.
Please note any exceptions here:

_____

**Federal Fund Notification**

This project is funded in part with a federal Land and Water Conservation Fund grant for which the Sponsor is a Subrecipient.

**FAIN # P22AP01555 LWCF # 56-00955 CFDA # 15.916**

**BIDDER CERTIFICATION**

Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses. If selected as a subcontractor, this document will be added to contract for the services.

Bidder certifies that a pricing schedule consisting of 1 pages is attached to this document.

Bidder Name: Consolidated Engineers, Inc.

Bidder Mailing Address: PO Box 1035, Gillette, WY 82717-1035

Email: dstillman@ceincorp.com

Phone Number: (307) 682-0768

Printed Name of Bidder's Authorized Signatory: Dennis G. Stillman

Signature of Authorized Signatory: Dennis G Stillman

Date: March 15, 2024

# Attachment B: Buy America Requirements

56-00955 Hidden Valley Park Playground Improvements

## A. Background:

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, and specified in Executive Order 14005, Ensuring the Future is Made in All America by All of America's Workers,
none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.

The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Grants may be covered by a Waiver to the Buy America provisions. Waivers are published here: https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

## B. Definitions:

1. "Construction materials" includes an article, material, or supply that is or consists primarily of:
   - non-ferrous metals;
   - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
   - glass (including optic glass);
   - lumber;
   - drywall;
   - and anything that is installed, built, or purchased.

2. "Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

3. "Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; and the construction materials used in the project are produced in the United States.

4. "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. **Infrastructure includes all amenities funded through this Agreement.**

5. ‘‘Project’’ means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**C.** Infrastructure Requirements:
Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

**D. Waivers:**

When necessary, the Subrecipient may apply for a waiver. The waiver request must be submitted to the Agency before work begins. Waivers must then be approved by Department of the Interior (DOI) who may grant a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Applications for waiver must be in writing, signed by the Subrecipient's Principal Contact, and include the following. A form for this purpose will be provided by the Agency.

a. Type of waiver requested (non-availability, unreasonable cost, or public interest).
b. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
c. Department of Interior Bureau or Office who issued the award.
d. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
e. Financial assistance title of project (reference block 8 on DOI Notice of Award).
f. Federal Award Identification Number (FAIN).
g. Federal funding amount (reference block 11.m. on DO Notice of Award).
h. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
i. Infrastructure project description(s) and location(s) (to the extent known).
j. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
k. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
l. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
m. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Subrecipient will notify the Agency of the general applicable waiver before work begins.

# STATE OF WYOMING
## Office of the Secretary of State

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that according to the records of this office,

**Consolidated Engineers, Inc.**

is a

**Profit Corporation**

formed or qualified under the laws of Wyoming did on **December 29, 1993**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **1993-000287458**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 15th day of March, 2024 at 9:48 AM. This certificate is assigned ID Number 070937527.

Chuck Gray

Secretary of State

Notice: A certificate issued electronically from the Wyoming Secretary of State's web site is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Confirmation screen of the Secretary of State's website https://wyobiz.wyo.gov and following the instructions displayed under Validate Certificate.

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

**www.gillettewy.gov**

**DATE: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision of Lot 1 Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming, Subject to All Planning Requirements. (Planning Commission Vote: 5/0)

**BACKGROUND:**

The applicant seeks to subdivide 4404 Westover Road into two lots for ownership purposes. The current lot size is 12.3 acres. If the subdivision is approved, Lot 1A will be 5.06 acres and Lot 1B will be 7.24 acres. The lot is currently zoned R-4, Mutil-Family Residential District. The Minimum lot size in an R-4 District is 6,000 square feet or 0.13 acres. Both lots meet this minimum size. No plans for the development of the proposed new lots have been submitted. There are existing water stubs for both proposed lots. The sewer main that crosses the proposed lots needs to be repaired before sewer taps can be added. Due to this fact, sewer taps are not being required at this time. Any additional improvements for the new lots will be determined at the time of development through the City of Gillette Development Review Process.

This case was approved by the Planning Commission during their May 14, 2024, meeting with a vote of 5/0.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for approval of a Resolution Approving and Authorizing the Minor Subdivision of Lot 1 Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming, Subject to All Planning Requirements.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

| Click to download |
|---|
| Resolution |
| Vicinity Map |
| Planning Requirements |
| Meeting Minutes 05/14/24 |

**RESOLUTION NO.**

# A RESOLUTION APPROVING AND AUTHORIZING THE MINOR SUBDIVISION OF LOT 1 OF BLOCK 7, COPPER RIDGE ESTATES PHASE 1; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

WHEREAS, the Final Plat of the Resubdivison of Lot 1 of Block 7, Copper Ridge Estates Phase 1, to be known as Lots 1A & 1B of Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on May 14th, 2024, with Planning Requirements.

WHEREAS, the recording of the Resubdivison of Lot 1 of Block 7, Copper Ridge Estates Phase 1, to be known as Lots 1A & 1B of Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on May 14th, 2024.

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

the Final Plat of the Resubdivison of Lot 1 of Block 7, Copper Ridge Estates Phase 1, to be known as Lots 1A & 1B of Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by Morrison Maierle, signed by Duane G. Schmitz, Professional Land Surveyor, Wyoming Registration Number 12839, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

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

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

# 4404 Westover Rd Vicinity Map

**CITY OF GILLETTE**

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



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


1 inch equals 167 feet

1 inch equals 0.03 miles

April 22, 2024

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

Productivity Responsibility Integrity Dedication Enthusiasm

# PL2024-0059-Minor Subdivision-4404 Westover Road

## Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ May 14, 2024 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Jack Colson, and Ian Scott

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

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Richard Cone to approve the meeting minutes of April 9, 2024. Vice-Chair Conklin seconded the motion. Motion carried 5/0.

Case No. PL2024-0061 ZONING MAP AMENDMENT - 101 S Fir Ave

The owner, Doug Norton, is proposing to rezone 101 S Fir Ave from I-1, Light Industrial District, to C-1, General Commercial District.

The property is three acres and there is an existing building on the west side. The owner would like to utilize this building as a commercial business center for retail shops, salons, and other services. This proposed use is not allowed within the I-1 District but is consistent with the with the uses of the surrounding properties.

101 S Fir Ave is a five-sided lot. Four of those five sides are bordered by a C-1 District. The fifth side is bordered by an I-1 District. The minimum district size for a C-1 District is 4 acres. The surrounding zoning district that this parcel will become part of is 23.26 acres currently and would become 26.28 acres if the aforementioned lot were to merge with that district.

Shannon Stefanick said the city Planning Division received two inquiries from the public regarding the case and were general inquiries only.

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

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

Case No. PL2024-0059 MINOR SUBDIVIION - 4404 Westover Road

The applicant, Living Rock Church, seeks to subdivide 4404 Westover Road into two lots for ownership purposes. The current lot size is 12.3 acres. If the subdivision is approved, Lot 1A will be 5.06 acres and Lot 1B will be 7.24 acres.

The lot is currently zoned R-4, Multi-Family Residential District. The Minimum lot size in an R-4 District is 6,000 square feet or 0.13 acres. Both lots meet this minimum size.

No plans for the development of the proposed new lots have been submitted. There are existing water stubs for both proposed lots. The sewer main that crosses the proposed lots needs to be repaired before sewer taps can be added. Due to this fact, sewer taps are not being required at this time.

Any additional improvements for the new lots will be determined at the time of development through the City of Gillette Development Review Process.

Shannon Stefanick said the city Planning Division received a few general inquiries from the public regarding the case but were more towards what was going to be developed on the property. Ms. Stefanick said Living Rock Church owns the property and has not submitted any plans for future use of the property.

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

Jonathan Summerall, resident at 105 Huntington Drive, was present and stated his concern was if a multi-family dwelling unit such as an apartment complex was going to be put on the lot because he said it would drastically affect his property values. Ms. Stefanick said with the property already being zoned R-4 Multi-Family an apartment complex could be put in at any time because it would be a use-by-right.

Lief Nordell, resident at 4305 Westover Road, was present and asked which side the apartment building would be built on. Ms. Stefanick said currently there are no plans for development on the lots, and of the uses that could happen on the lot single family dwelling, a church and an apartment building are all possibilities that could happen with the current zoning. Ms. Stefanick said this case was only to subdivide the single lot into two lots and reiterated that no plans had been given to the city on future development of the lots by the owner. Mr. Nordell said he did not have any problems with single family dwellings, but he did have problems with multi-family dwellings and apartment buildings.

Mark Hines, Living Rock Church, was present and said the east parcel is the one the church would build one someday but there are no immediate plans for it.

Jonathan Summerall asked if construction were to happen on the lot, would additional entrances and exits to the subdivision be added. Ms. Stefanick said it would depend on the level of development, and with a large apartment complex it would require a traffic study as well as would further subdividing into single family lots, but that will be determined at the time of development if a traffic study is needed.

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

Case No. PL2024-0057 MINOR SUBDIVIION - 4404 Moon Meadows Estates No 3

The applicant, 8th Avenue Apartments LLC, seeks to subdivide Tract M2 of Moon Meadows Estates No 3 into three lots for ownership purposes. The current tract size is 13.57 acres. If the subdivision is approved, Lot 1 will be 1.55 acres, Lot 2 will be 2.61 acres, and Lot 3 will be 9.28 acres.

The lot is currently zoned C-1, General Commercial District. There is no minimum area of a zone lot in the C-1 Zoning District. No plans for the development of the proposed new lots have been submitted.

Per Article II, Section 9. (c) of the City of Gillette Subdivision Regulations, “Subdivisions completed for ownership purposes only, in a commercial or industrial zoning district, shall be exempt from installing water, sanitary sewer and other required public improvements”.

The required improvements for the new lots will be determined at the time of development through the City of Gillette Development Review Process.

Meredith Duvall said the city Planning Division received one inquiry from the public regarding the case via email regarding the drainage and they were satisfied with the response from staff.

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

Vice-Chair Conklin asked if there was any intention for the property. Shiela Slocum, PCA Engineering, was present and said the owners are doing a breakdown of the property to purchase out a portion of the property.

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

Case No. PL2024-0053 MINOR SUBDIVIION - 3809 Red Lodge Dr.

The applicant, Tony Wille, High Plains Builders, seeks to subdivide Lot 5A, Block 5, of High Plains Business Park Subdivision into four lots, creating Red Lodge Town Homes, Phase 1.

In 2022, the owner discussed their plans with Planning Staff and indicated that their intent was to construct townhomes on the existing lot but have separate ownership for each townhome. Due to titling and ownership issues, Staff recommended that a Minor Subdivision was the best route for the property owner. Because the townhomes will have shared walls, Planning Staff and the property owner agreed that the subdivision for each individual home could take place after the foundation was poured; the Certificate of Occupancy would be withheld until the subdivision was legally filed with the County Clerk's Office. Proposed Lot 1 is 0.14 acres, Lot 2 is 0.10 acres, Lot 3 is 0.12 acres, and Tract 1 is 0.91 acres. The lots are currently zoned R-4, Multi-Family Residential. The minimum area of a Zone Lot in R-4 is 3,000 square feet per unit; minimum width is 50 feet at the front setback line; required open space is 500 square feet for each dwelling unit. For the purpose of this subdivision the boundary outline of the Zone Lot is the outer boundary lines of Lots 1, 2, and 3 making the total area of the considered Zone Lot 0.36 acres, or 15,681.6 square feet.

Meredith Duvall said the city Planning Division received no phone calls from the public regarding the case.

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

Richard Cone asked if the portion that was already constructed was being subdivided, or the whole parcel. Ms. Duvall said only the three lots that had been constructed with addresses would be subdivided. The remaining would then be Tract B. Ms. Duvall said this is phase one and would continue with further subdividing as townhomes are constructed.

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

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said there will be a meeting May 28, 2024, and June 11, 2024. And the progress of the Comp Plan can be seen at plangillette.com

ADJOURNMENT The meeting was adjourned at 5:38 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: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision of Tract M2, Moon Meadow Estates No. 3; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 5/0)

**BACKGROUND:**

The applicant seeks to subdivide Tract M2 of Moon Meadows Estates No 3 into three lots for ownership purposes. The current tract size is 13.57 acres. If the subdivision is approved, Lot 1 will be 1.55 acres, Lot 2 will be 2.61 acres, and Lot 3 will be 9.28 acres.

The lot is currently zoned C-1, General Commercial District. There is no minimum area of a zone lot in the C-1 Zoning District. No plans for the development of the proposed new lots have been submitted. Per Article II, Section 9. (c) of the City of Gillette Subdivision Regulations, “Subdivisions completed for ownership purposes only, in a commercial or industrial zoning district, shall be exempt from installing water, sanitary sewer and other required public improvements”. The required improvements for the new lots will be determined at the time of development through the City of Gillette Development Review Process.

This case was approved by the Planning Commission during their May 14, 2024, meeting with a vote of 5/0.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of a Resolution Approving and Authorizing the Resubdivision of Tract M2, Moon Meadows Estates No. 3, to be known as Lots 1, 2, & 3, Tract M2, Moon Meadows Estates No. 3; to the City of Gillette, Wyoming, Subject to All Planning Requirements.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

| Click to download |
|---|
| Resolution |
| Vicinity Map |
| Planning Requirements |
| Meeting Minutes 05/14/24 |

**RESOLUTION NO.**

# A RESOLUTION APPROVING AND AUTHORIZING THE MINOR SUBDIVISION OF TRACT M2, MOON MEADOW ESTATES NO. 3; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

WHEREAS, the Final Plat of the Resubdivison of Tract M2, Moon Meadow Estates No. 3, to be known as Lots 1, 2, & 3 of Tract M2, Moon Meadow Estates No. 3; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on May 14th, 2024, with Planning Requirements.

WHEREAS, the recording of the Resubdivison of Tract M2, Moon Meadow Estates No. 3, to be known as Lots 1, 2, & 3 of Tract M2, Moon Meadow Estates No. 3; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on May 14th, 2024.

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

the Final Plat of the Resubdivison of Tract M2, Moon Meadow Estates No. 3, to be known as Lots 1, 2, & 3 of Tract M2, Moon Meadow Estates No. 3; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by PCA Engineering Inc., signed by Sheila M Slocum, Professional Land Surveyor, Wyoming Registration Number 15542, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

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

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

# Moon Meadow Estates No 3 Vicinity 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 333 feet

1 inch equals 0.06 miles

April 19, 2024

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# PL2024-0057-Minor Subdivision-Moon Meadows Estates No. 3

## Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ May 14, 2024 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Jack Colson, and Ian Scott

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

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Richard Cone to approve the meeting minutes of April 9, 2024. Vice-Chair Conklin seconded the motion. Motion carried 5/0.

Case No. PL2024-0061 ZONING MAP AMENDMENT - 101 S Fir Ave

The owner, Doug Norton, is proposing to rezone 101 S Fir Ave from I-1, Light Industrial District, to C-1, General Commercial District.

The property is three acres and there is an existing building on the west side. The owner would like to utilize this building as a commercial business center for retail shops, salons, and other services. This proposed use is not allowed within the I-1 District but is consistent with the with the uses of the surrounding properties.

101 S Fir Ave is a five-sided lot. Four of those five sides are bordered by a C-1 District. The fifth side is bordered by an I-1 District. The minimum district size for a C-1 District is 4 acres. The surrounding zoning district that this parcel will become part of is 23.26 acres currently and would become 26.28 acres if the aforementioned lot were to merge with that district.

Shannon Stefanick said the city Planning Division received two inquiries from the public regarding the case and were general inquiries only.

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

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

Case No. PL2024-0059 MINOR SUBDIVIION - 4404 Westover Road

The applicant, Living Rock Church, seeks to subdivide 4404 Westover Road into two lots for ownership purposes. The current lot size is 12.3 acres. If the subdivision is approved, Lot 1A will be 5.06 acres and Lot 1B will be 7.24 acres.

The lot is currently zoned R-4, Multi-Family Residential District. The Minimum lot size in an R-4 District is 6,000 square feet or 0.13 acres. Both lots meet this minimum size.

No plans for the development of the proposed new lots have been submitted. There are existing water stubs for both proposed lots. The sewer main that crosses the proposed lots needs to be repaired before sewer taps can be added. Due to this fact, sewer taps are not being required at this time.

Any additional improvements for the new lots will be determined at the time of development through the City of Gillette Development Review Process.

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

Case No. PL2024-0057 MINOR SUBDIVIION - 4404 Moon Meadows Estates No 3

The applicant, 8th Avenue Apartments LLC, seeks to subdivide Tract M2 of Moon Meadows Estates No 3 into three lots for ownership purposes. The current tract size is 13.57 acres. If the subdivision is approved, Lot 1 will be 1.55 acres, Lot 2 will be 2.61 acres, and Lot 3 will be 9.28 acres.

The lot is currently zoned C-1, General Commercial District. There is no minimum area of a zone lot in the C-1 Zoning District. No plans for the development of the proposed new lots have been submitted.

Per Article II, Section 9. (c) of the City of Gillette Subdivision Regulations, “Subdivisions completed for ownership purposes only, in a commercial or industrial zoning district, shall be exempt from installing water, sanitary sewer and other required public improvements”.

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

Vice-Chair Conklin asked if there was any intention for the property. Shiela Slocum, PCA Engineering, was present and said the owners are doing a breakdown of the property to purchase out a portion of the property.

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

Case No. PL2024-0053 MINOR SUBDIVIION - 3809 Red Lodge Dr.

The applicant, Tony Wille, High Plains Builders, seeks to subdivide Lot 5A, Block 5, of High Plains Business Park Subdivision into four lots, creating Red Lodge Town Homes, Phase 1.

In 2022, the owner discussed their plans with Planning Staff and indicated that their intent was to construct townhomes on the existing lot but have separate ownership for each townhome. Due to titling and ownership issues, Staff recommended that a Minor Subdivision was the best route for the property owner. Because the townhomes will have shared walls, Planning Staff and the property owner agreed that the subdivision for each individual home could take place after the foundation was poured; the Certificate of Occupancy would be withheld until the subdivision was legally filed with the County Clerk's Office. Proposed Lot 1 is 0.14 acres, Lot 2 is 0.10 acres, Lot 3 is 0.12 acres, and Tract 1 is 0.91 acres. The lots are currently zoned R-4, Multi-Family Residential. The minimum area of a Zone Lot in R-4 is 3,000 square feet per unit; minimum width is 50 feet at the front setback line; required open space is 500 square feet for each dwelling unit. For the purpose of this subdivision the boundary outline of the Zone Lot is the outer boundary lines of Lots 1, 2, and 3 making the total area of the considered Zone Lot 0.36 acres, or 15,681.6 square feet.

Meredith Duvall said the city Planning Division received no phone calls from the public regarding the case.

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

Richard Cone asked if the portion that was already constructed was being subdivided, or the whole parcel. Ms. Duvall said only the three lots that had been constructed with addresses would be subdivided. The remaining would then be Tract B. Ms. Duvall said this is phase one and would continue with further subdividing as townhomes are constructed.

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

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said there will be a meeting May 28, 2024, and June 11, 2024. And the progress of the Comp Plan can be seen at plangillette.com

ADJOURNMENT The meeting was adjourned at 5:38 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: 5/21/2024 6:00:00 PM**

**SUBJECT:**

Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision of Red Lodge Town Homes, Phase 1; to the City of Gillette, Wyoming, Subject to All Planning Requirements. (Planning Commission Vote: 5/0)

**BACKGROUND:**

The applicant seeks to subdivide Lot 5A, Block 5, of High Plains Business Park Subdivision into four lots, creating Red Lodge Town Homes, Phase 1. In 2022, the owner discussed their plans with Planning Staff and indicated that their intent was to construct townhomes on the existing lot but have separate ownership for each townhome. Due to titling and ownership issues, Staff recommended that a Minor Subdivision was the best route for the property owner. Because the townhomes will have shared walls, Planning Staff and the property owner agreed that the subdivision for each individual home could take place after the foundation was poured; the Certificate of Occupancy would be withheld until the subdivision was legally filed with the County Clerk's Office. Proposed Lot 1 is 0.14 acres, Lot 2 is 0.10 acres, Lot 3 is 0.12 acres, and Tract 1 is 0.91 acres. The lots are currently zoned R-4, Multi-Family Residential. The minimum area of a Zone Lot in R-4 is 3,000 square feet per unit; minimum width is 50 feet at the front setback line; required open space is 500 square feet for each dwelling unit. For the purpose of this subdivision the boundary outline of the Zone Lot is the outer boundary lines of Lots 1, 2, and 3 making the total area of the considered Zone Lot 0.36 acres, or 15,681.6 square feet.

This case was approved by the Planning Commission during their May 14, 2024, meeting with a vote of 5/0.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of a Resolution Approving and Authorizing the Minor Subdivision of Red Lodge Town Homes, Phase 1; to the City of Gillette, Wyoming, Subject to All Planning Requirements.

**STAFF REFERENCE:**

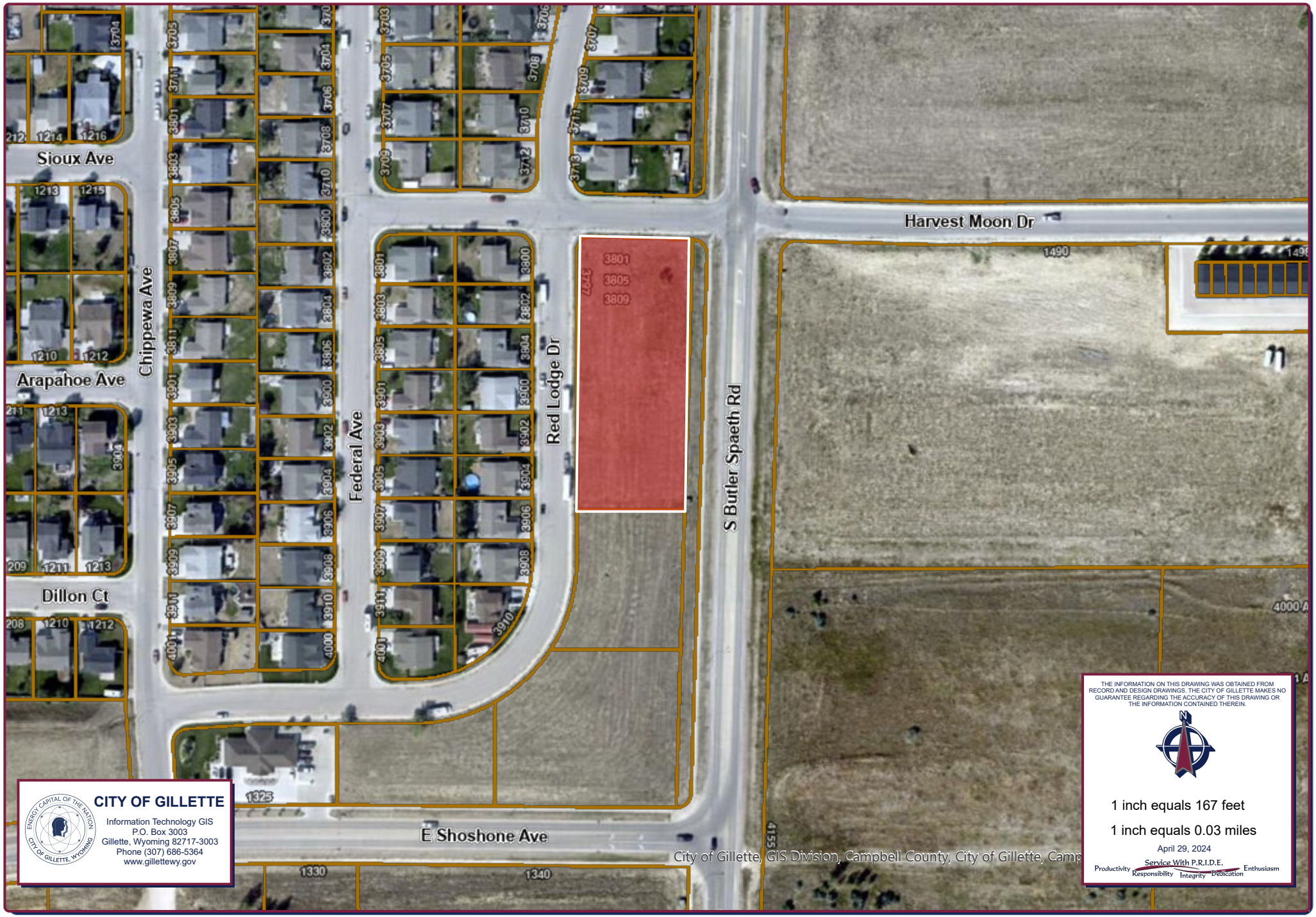
**MAP** - Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

| Click to download |
| --- |
| Vicinity Map |
| Planning Requirements |

| |
|---|
| Resolution |
| Plat with Staff Comments |
| Meeting Minutes 05/14/24 |

# 3809 Red Lodge Dr. - Vicinity Sketch





**CITY OF GILLETTE**
Information Technology GIS
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Gillette, Wyoming 82717-3003
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1 inch equals 167 feet

1 inch equals 0.03 miles

April 29, 2024

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# PL2024-0053 - Minor Subdivision – 3809 Red Lodge Dr.

## Planning Requirements

1. All comments from the staff review process must be addressed prior to the filing of the plat with the County Clerk's Office.

**RESOLUTION NO.**

# A RESOLUTION APPROVING AND AUTHORIZING THE MINOR SUBDIVISION OF RED LODGE TOWN HOMES, PHASE 1; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

WHEREAS, the Final Plat of the Red Lodge Town Homes, Phase 1, to be known as Lots 1, 2, 3 and Tract 1 of Red Lodge Town Homes, Phase 1; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on May 14th, 2024, with Planning Requirements.

WHEREAS, the recording of the Red Lodge Town Homes, Phase 1, to be known as Lots 1, 2, 3 and Tract 1 of Red Lodge Town Homes, Phase 1; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on May 14th, 2024.

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

the Final Plat of Red Lodge Town Homes, Phase 1, to be known as Lots 1, 2, 3 and Tract 1 of Red Lodge Town Homes, Phase 1; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by Nelson Engineering, signed by Travis Pearson, Professional Land Surveyor, Wyoming Registration Number 10566, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

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

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Red Lodge Town Homes, Phase 1

Central Angles do not match in the Certificate of Dedication and the image

Change title to add Phase I

Lot 5A is not included in the southeast quarter of the northwest quarter. not needed on this plat

# ~~RED LODGE TOWN HOMES MINOR SUBDIVISION~~

A RESUBDIVISION OF HIGH PLAINS BUSINESS PARK LOT 5A, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE¼NW¼) ~~AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE¼NW¼)~~, SECTION 2, TOWNSHIP 49 NORTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING

To Be Known as Lots 1, 2, 3, and Tract 1 of Red Lodge Town Homes, Phase 1

NENW Only? Are you including Moon Meadows? - County Assessors

Change title to add Phase I

Reminder to send a paper copy to the County Clerk's Office for review

Certificate of Dedication does not match the image

Building outlines not needed on map?

Acreage/square footage of each lot

MAP READS S88°21'37"E - County Assessors

BETTER CLOSURE THAN DEDICATION CLOSURE: 0, -0.431 - County Assessors

Closure: 0, -8.271 - County Assessors

Radius 20.00

Missing Radius measurement in Certificate of Dedication

Only Lots 1, 2, 3 and Lot 5B are in this subdivision. Please remove the bold outline around existing Lots 2, 3, and 4 as they are in a separate subdivision.

Confusing. Remove Lot 5A

Inside Call Missing? - County Assessors

Missing measurements for both east and west sides of Lot 5B

10' General Utility easement across all proposed lots required

Certificate of Dedication does not match the image

Please rename tracts 1, 2, & 3 to lots 1, 2, & 3. This way when you go to re-subdivide for the rest of the homes, the next lots can be sequential in lot name

Not a P.U.D Plat

PUD Boundary? - County Assessors

Line for easement not shown in legend? Add?

Proposed lot line not used in map? not needed

Setbacks line not shown in legend. Not needed on map?

Lots 2, 3, & 4, block 5 are not needed on this plat because they are not part of this subdivision at this time

Please bold the outline of only Lot 5A because this is the only lot being subdivided at this time. Only need the boundary for the lot being subdivided.

Moon Meadows Included in Boundary? - County Assessors

Change title to add Phase I

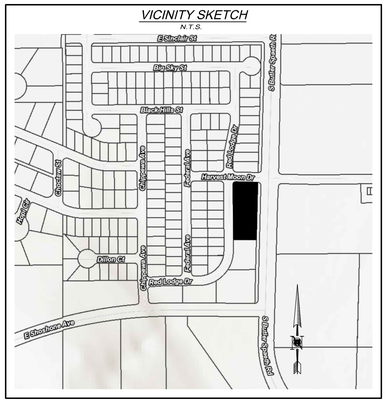
Change title to add Phase I

Not a P.U.D Plat

Book 8 of plats, page 221-222 is not part of High Plains Business Park Lot 5A

Plats

Note on plat regarding the Zone Lot for this subdivision. The Zone Lot is considered the outer boundary of proposed Lots 1, 2, and 3.


VICINITY SKETCH
N.T.S.
Elsbeth St
Lisa Kay St
Lisa Kay Cir
Sharon Cir
Sharon Ct
Sharon Dr
Sharon Ln
Sharon Pl
Sharon Rd
Sharon Ter
Moon Meadow Dr
Moon Shadow Dr
Moon Shadow Ln
Moon Shadow Rd
Moon Shadow Ter
Moon Shadow Cir
Moon Shadow Ct
Moon Shadow Pl
Elkhorn Ave
Elkhorn Cir
Elkhorn Ct
Elkhorn Dr
Elkhorn Ln
Elkhorn Pl
Elkhorn Rd
Elkhorn Ter
Orion St
Rawhide Rd
Rawhide Ter
Rawhide Cir
Rawhide Ct
Rawhide Dr
Rawhide Ln
Rawhide Pl

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ May 14, 2024 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Jack Colson, and Ian Scott

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

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Richard Cone to approve the meeting minutes of April 9, 2024. Vice-Chair Conklin seconded the motion. Motion carried 5/0.

Case No. PL2024-0061 ZONING MAP AMENDMENT - 101 S Fir Ave

The owner, Doug Norton, is proposing to rezone 101 S Fir Ave from I-1, Light Industrial District, to C-1, General Commercial District.

The property is three acres and there is an existing building on the west side. The owner would like to utilize this building as a commercial business center for retail shops, salons, and other services. This proposed use is not allowed within the I-1 District but is consistent with the with the uses of the surrounding properties.

101 S Fir Ave is a five-sided lot. Four of those five sides are bordered by a C-1 District. The fifth side is bordered by an I-1 District. The minimum district size for a C-1 District is 4 acres. The surrounding zoning district that this parcel will become part of is 23.26 acres currently and would become 26.28 acres if the aforementioned lot were to merge with that district.

Shannon Stefanick said the city Planning Division received two inquiries from the public regarding the case and were general inquiries only.

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

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

Case No. PL2024-0059 MINOR SUBDIVIION - 4404 Westover Road

The applicant, Living Rock Church, seeks to subdivide 4404 Westover Road into two lots for ownership purposes. The current lot size is 12.3 acres. If the subdivision is approved, Lot 1A will be 5.06 acres and Lot 1B will be 7.24 acres.

The lot is currently zoned R-4, Multi-Family Residential District. The Minimum lot size in an R-4 District is 6,000 square feet or 0.13 acres. Both lots meet this minimum size.

No plans for the development of the proposed new lots have been submitted. There are existing water stubs for both proposed lots. The sewer main that crosses the proposed lots needs to be repaired before sewer taps can be added. Due to this fact, sewer taps are not being required at this time.

Any additional improvements for the new lots will be determined at the time of development through the City of Gillette Development Review Process.

Shannon Stefanick said the city Planning Division received a few general inquiries from the public regarding the case but were more towards what was going to be developed on the property. Ms. Stefanick said Living Rock Church owns the property and has not submitted any plans for future use of the property.

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

Jonathan Summerall, resident at 105 Huntington Drive, was present and stated his concern was if a multi-family dwelling unit such as an apartment complex was going to be put on the lot because he said it would drastically affect his property values. Ms. Stefanick said with the property already being zoned R-4 Multi-Family an apartment complex could be put in at any time because it would be a use-by-right.

Lief Nordell, resident at 4305 Westover Road, was present and asked which side the apartment building would be built on. Ms. Stefanick said currently there are no plans for development on the lots, and of the uses that could happen on the lot single family dwelling, a church and an apartment building are all possibilities that could happen with the current zoning. Ms. Stefanick said this case was only to subdivide the single lot into two lots and reiterated that no plans had been given to the city on future development of the lots by the owner. Mr. Nordell said he did not have any problems with single family dwellings, but he did have problems with multi-family dwellings and apartment buildings.

Mark Hines, Living Rock Church, was present and said the east parcel is the one the church would build one someday but there are no immediate plans for it.

Jonathan Summerall asked if construction were to happen on the lot, would additional entrances and exits to the subdivision be added. Ms. Stefanick said it would depend on the level of development, and with a large apartment complex it would require a traffic study as well as would further subdividing into single family lots, but that will be determined at the time of development if a traffic study is needed.

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

Case No. PL2024-0057 MINOR SUBDIVIION - 4404 Moon Meadows Estates No 3

The applicant, 8th Avenue Apartments LLC, seeks to subdivide Tract M2 of Moon Meadows Estates No 3 into three lots for ownership purposes. The current tract size is 13.57 acres. If the subdivision is approved, Lot 1 will be 1.55 acres, Lot 2 will be 2.61 acres, and Lot 3 will be 9.28 acres.

The lot is currently zoned C-1, General Commercial District. There is no minimum area of a zone lot in the C-1 Zoning District. No plans for the development of the proposed new lots have been submitted.

Per Article II, Section 9. (c) of the City of Gillette Subdivision Regulations, “Subdivisions completed for ownership purposes only, in a commercial or industrial zoning district, shall be exempt from installing water, sanitary sewer and other required public improvements”.

The required improvements for the new lots will be determined at the time of development through the City of Gillette Development Review Process.

Meredith Duvall said the city Planning Division received one inquiry from the public regarding the case via email regarding the drainage and they were satisfied with the response from staff.

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

Vice-Chair Conklin asked if there was any intention for the property. Shiela Slocum, PCA Engineering, was present and said the owners are doing a breakdown of the property to purchase out a portion of the property.

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

Case No. PL2024-0053 MINOR SUBDIVIION - 3809 Red Lodge Dr.

The applicant, Tony Wille, High Plains Builders, seeks to subdivide Lot 5A, Block 5, of High Plains Business Park Subdivision into four lots, creating Red Lodge Town Homes, Phase 1.

In 2022, the owner discussed their plans with Planning Staff and indicated that their intent was to construct townhomes on the existing lot but have separate ownership for each townhome. Due to titling and ownership issues, Staff recommended that a Minor Subdivision was the best route for the property owner. Because the townhomes will have shared walls, Planning Staff and the property owner agreed that the subdivision for each individual home could take place after the foundation was poured; the Certificate of Occupancy would be withheld until the subdivision was legally filed with the County Clerk's Office. Proposed Lot 1 is 0.14 acres, Lot 2 is 0.10 acres, Lot 3 is 0.12 acres, and Tract 1 is 0.91 acres. The lots are currently zoned R-4, Multi-Family Residential. The minimum area of a Zone Lot in R-4 is 3,000 square feet per unit; minimum width is 50 feet at the front setback line; required open space is 500 square feet for each dwelling unit. For the purpose of this subdivision the boundary outline of the Zone Lot is the outer boundary lines of Lots 1, 2, and 3 making the total area of the considered Zone Lot 0.36 acres, or 15,681.6 square feet.

Meredith Duvall said the city Planning Division received no phone calls from the public regarding the case.

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

Richard Cone asked if the portion that was already constructed was being subdivided, or the whole parcel. Ms. Duvall said only the three lots that had been constructed with addresses would be subdivided. The remaining would then be Tract B. Ms. Duvall said this is phase one and would continue with further subdividing as townhomes are constructed.

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

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said there will be a meeting May 28, 2024, and June 11, 2024. And the progress of the Comp Plan can be seen at plangillette.com

ADJOURNMENT The meeting was adjourned at 5:38 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: 5/21/2024 6:00:00 PM**

**SUBJECT:**

A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of Block 10, Westside Addition, City of Gillette, Campbell County, Wyoming, from I-1, Light Industrial District, to C-1, General Commercial District per the Attached Exhibit. Subject to all Planning Requirements. (Planning Commission Vote: 5/0)

**BACKGROUND:**

The owner is proposing to rezone 101 S Fir Ave from I-1, Light Industrial District, to C-1, General Commercial District. The property is three acres and there is an existing building on the west side. The owner would like to utilize this building as a commercial business center for retail shops, salons, and other services. This proposed use is not allowed within the I-1 District but is consistent with the with the uses of the surrounding properties.

101 S Fir Ave is a five-sided lot. Four of those five sides are bordered by a C-1 District. The fifth side is bordered by an I-1 District. The minimum district size for a C-1 District is four (4) acres. The surrounding zoning district that this parcel will become part of is 23.26 acres currently and would become 26.28 acres if the aforementioned lot were to merge with that 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 rezone would serve to recognize changing conditions within the City. S Fir Ave lies within an older part of town that has seen quite a bit of change over the years. Traditionally, industrial uses within the City have bordered the rail road as the rail system was utilized for access to materials and shipping. We have since seen a shift and industrial areas are being developed more predominantly on the outskirts of the City. This rezone would recognize that the area is becoming more commercial, rather than industrial, and create a street barrier between the two zoning districts. This street barrier affords more distance between the commercial and industrial uses, thus addressing the promotion of public health, safety, and welfare through this separation.

This case was approved by the Planning Commission during their May 14, 2024, meeting with a vote of 5/0.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

| Click to download |
| --- |
| Public Hearing Notice |

**PUBLIC HEARING NOTICE**

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MAY 21ST, 2024, BEGINNING AT 6:00 P.M. IN CITY HALL, 201 EAST FIFTH STREET, TO REZONE PROPERTY LEGALLY DESCRIBED AS:

LOT 1, BLOCK 10, WESTSIDE ADDITION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM I-1, LIGHT INDUSTRIAL DISTRICT, TO C-1, GENERAL COMMERCIAL DISTRICT PER THE ATTACHED VICINITY MAP.

ANYONE DESIRING FURTHER INFORMATION MAY CONTACT THE DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION, SECOND FLOOR OF CITY HALL, OR CALL 686-5281. THE CASE WILL ALSO BE HEARD BY THE PLANNING COMMISSION ON MAY 14TH.

RY MUZZARELLI, P.E.,
DEVELOPMENT SERVICES DIRECTOR

DATED: MAY 1ST, 2024
MAY 4, 2024

## 101 S Fir Ave Vicinity Map

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

**www.gillettewy.gov**

**DATE: 5/21/2024 6:00:00 PM**

**SUBJECT:**

An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of Block 10, Westside Addition, City of Gillette, Campbell County, Wyoming, from I-1, Light Industrial District, to C-1, General Commercial District per the Attached Exhibit. Subject to all Planning Requirements. (Planning Commission Vote: 5/0)

**BACKGROUND:**

The owner is proposing to rezone 101 S Fir Ave from I-1, Light Industrial District, to C-1, General Commercial District. The property is three acres and there is an existing building on the west side. The owner would like to utilize this building as a commercial business center for retail shops, salons, and other services. This proposed use is not allowed within the I-1 District but is consistent with the with the uses of the surrounding properties.

101 S Fir Ave is a five-sided lot. Four of those five sides are bordered by a C-1 District. The fifth side is bordered by an I-1 District. The minimum district size for a C-1 District is four (4) acres. The surrounding zoning district that this parcel will become part of is 23.26 acres currently and would become 26.28 acres if the aforementioned lot were to merge with that district.

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

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This case was approved by the Planning Commission during their May 14, 2024, meeting with a vote of 5/0.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming for Lot 1 of Block 10, Westside Addition, City of Gillette, Campbell County, Wyoming, from I-1, Light Industrial District, to C-1, General Commercial District, per the Attached Exhibit. Subject to all Planning Requirements.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

| Click to download |
| --- |
| Ordinance |
| Vicinity Map |
| Zoning Exhibit |
| Planning Requirements |
| Findings of Facts |
| Meeting Minutes 05/14/24 |

ORDINANCE NO.

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1 OF BLOCK 10, WESTSIDE ADDITION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM I-1, LIGHT INDUSTRIAL 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

Lot 1 of Block 10, Westside Addition, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Lot 1 of Block 10, Westside Addition, City of Gillette, Campbell County, Wyoming, is hereby amended from I-1, Light Industrial 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:

# 101 S Fir Ave Vicinity Map

**CITY OF GILLETTE**

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


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


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


1 inch equals 167 feet

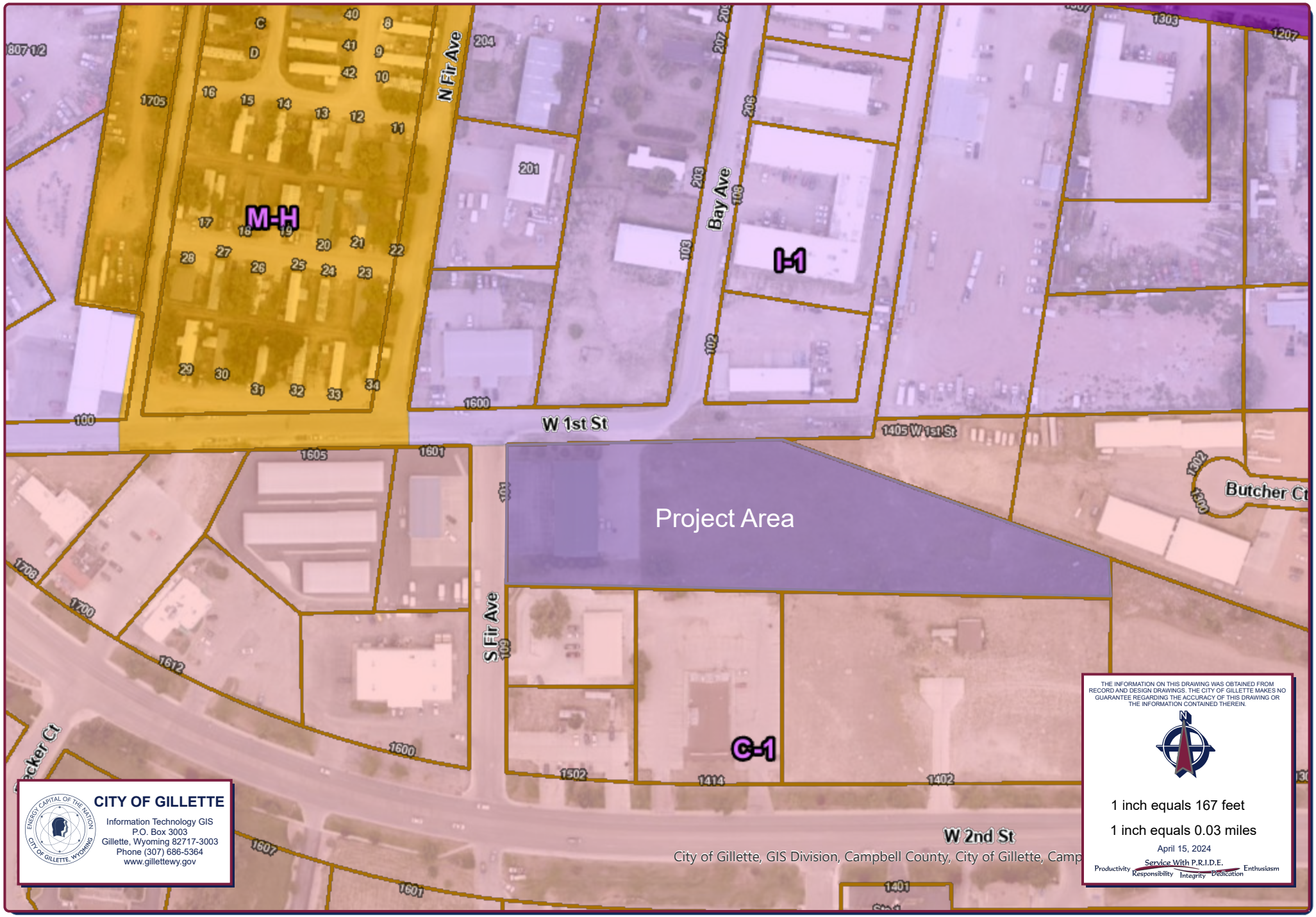
1 inch equals 0.03 miles

April 15, 2024

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

Productivity Responsibility Integrity Dedication Enthusiasm

# 101 S Fir Ave Zoning Exhibit





**CITY OF GILLETTE**
Information Technology GIS
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Gillette, Wyoming 82717-3003
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# Planning Requirements

## PL2024-0061
## Zoning Map Amendment – 101 S Fire Ave

The Planning Requirements are as follows:

None

**BEFORE THE CITY OF GILLETTE PLANNING COMMISSION**

| | | |
|---|---|---|
| **DOUGLAS NORTON** | ) | **PL2023-0061** |
| | ) | **101 S FIR AVE** |
| | ) | **ZONING MAP AMENDMENT** |
| **PETITIONER** | ) | |

**FINDINGS OF FACT; CONCLUSIONS OF LAW**

**THESE MATTERS** came before the City of Gillette Planning Commission ("Commission") on May 14th, 2024, for hearing on the Zoning Map Amendment filed by Petitioner, Doug Norton. Petitioner seeks to change 1 of Block 10, Westside Addition, at 3.02 acres, located along S Fir Avenue and West 1st Street, which is established as I-1, Light Industrial District, to C-1, General Commercial District. Chairman Shaun Hottell presided over the Commission. Commissioners Richard Cone, Cristal Pratt, Mathew Nelson, and Ryan Conklin also presided.

Shannon Stefanick, Planner for the City of Gillette, acted as Case Manager for the proceedings. The Petitioner's agent, Jessica Maycock, with Land Surveying Incorporated, was not present at the Commission meeting. The Commission, having heard the statements and evidence presented by the 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 requests to change the Petitioner's zoning district.

2. Petitioner owns certain property that is currently zoned I-1, Light Industrial, District in the City of Gillette and is subject to the City of Gillette Zoning Ordinance ("Code").

3. Case Manager established the Code requirements of Zoning Map Amendment Procedures as required by Section 12.a., of the Code and upon review of the fact within the case,

recommended approval.

4. Petitioner established that the Zoning Map Amendment is based on changing conditions in the City for the promotion of public health, safety, and welfare. S Fir Avenue lies within an older part of town that has seen quite a bit of change over the years. Traditionally, industrial uses within the City have bordered the rail road as the rail system was utilized for access to materials and shipping. We have since seen a shift and industrial areas are being developed more predominantly on the outskirts of the City. This rezone would recognize that the area is becoming more commercial, rather than industrial, and create a street barrier between the two zoning districts. This street barrier affords more distance between the commercial and industrial uses, thus addressing the promotion of public health, safety, and welfare through this separation.

5. Notice of the hearing date and times were published in the local newspaper of record, as required by W.S.15-1-602, signs were physically posted at the property, 101 S Fir Avenue, and letters sent to surrounding property owners within 140ft. of the property, excluding rights-of-way as required by Section 12.b.3 of the Code.

6. The Case Manger submitted Planning Requirements and a Vicinity Map into evidence for consideration.

7. At the hearing, the Case Manger demonstrated that the proposed zoning district, C-1, General Commercial District, meets the current minimum district size requirements of 4 acres and will merge with the existing C-1, General Commercial District adjacent to the property, Section 12.f.1(g). of the Code.

8. The Case Manager stated that there were some general inquiries about what the property was being rezone to. Once that information was given, there were no stated objections to the rezone.

## 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, supplemented or otherwise changed.

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

2. Under Section 12.a of the Code, the Petitioner must establish changing conditions within the city or correct an obvious error in the map for a Zoning Map Amendment to take place. The Commission must determine if the property in question is consistent with like property within the proposed zoning district and determine if the Petitioner utilized the appropriate condition to determine necessity of the rezone in question.

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

4. Generally, the Code requires a rational methodology for establishing zoning districts for property within the City of Gillette boundaries and such methodology be equally applied to all property, and that essential fairness exists.

5. Petitioner's proposed Zoning Map Amendment is presumed to be correct as the desired Primary Use of the lot is an established Permitted Use within the C-1, General Commercial District, as is established in Section 6.n.2. of the Code.

6. When proposing a rezoning of property, 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 Manger 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. 15-6 and Section 12.a of

the Code.

8. The Board vote was 5/0 and approved the Zoning Map Amendment and forwarded the case to the City of Gillette City Council for a second public hearing and final vote.

## NOTICE

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

**DATED THIS _____ day of _____, 2024.**

**CITY OF GILLETTE PLANNING COMMISSION**

_____
Shaun Hottell, Chairman

ATTEST: _____
Shannon Stefanick, Planner

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
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There being no further comments or questions Richard Cone made a motion to approve the case, and Cristal Pratt seconded. The Motion carried 5/0.

Case No. PL2024-0053 MINOR SUBDIVIION - 3809 Red Lodge Dr.

The applicant, Tony Wille, High Plains Builders, seeks to subdivide Lot 5A, Block 5, of High Plains Business Park Subdivision into four lots, creating Red Lodge Town Homes, Phase 1.

In 2022, the owner discussed their plans with Planning Staff and indicated that their intent was to construct townhomes on the existing lot but have separate ownership for each townhome. Due to titling and ownership issues, Staff recommended that a Minor Subdivision was the best route for the property owner. Because the townhomes will have shared walls, Planning Staff and the property owner agreed that the subdivision for each individual home could take place after the foundation was poured; the Certificate of Occupancy would be withheld until the subdivision was legally filed with the County Clerk's Office. Proposed Lot 1 is 0.14 acres, Lot 2 is 0.10 acres, Lot 3 is 0.12 acres, and Tract 1 is 0.91 acres. The lots are currently zoned R-4, Multi-Family Residential. The minimum area of a Zone Lot in R-4 is 3,000 square feet per unit; minimum width is 50 feet at the front setback line; required open space is 500 square feet for each dwelling unit. For the purpose of this subdivision the boundary outline of the Zone Lot is the outer boundary lines of Lots 1, 2, and 3 making the total area of the considered Zone Lot 0.36 acres, or 15,681.6 square feet.

Meredith Duvall said the city Planning Division received no phone calls from the public regarding the case.

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

Richard Cone asked if the portion that was already constructed was being subdivided, or the whole parcel. Ms. Duvall said only the three lots that had been constructed with addresses would be subdivided. The remaining would then be Tract B. Ms. Duvall said this is phase one and would continue with further subdividing as townhomes are constructed.

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

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said there will be a meeting May 28, 2024, and June 11, 2024. And the progress of the Comp Plan can be seen at plangillette.com

ADJOURNMENT The meeting was adjourned at 5:38 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: 5/21/2024 6:00:00 PM**

**SUBJECT:**

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

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Sean Brown, City Attorney

**ATTACHMENTS:**

| Click to download |
| --- |
| No Attachments Available |