CITY COUNCIL AGENDA
COUNCIL CHAMBERS, 201 E 5TH ST.
CITY OF GILLETTE
Tuesday, June 18, 2024
6:00 PM

A. Call to Order.

B. Invocation and Pledge of Allegiance.

1. Invocation and Pledge of Allegiance led by Reverand Zachary Viggers of Trinity Lutheran 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. Special Meeting Minutes - June 3, 2024
      Special Meeting Minutes - June 11, 2024
      Executive Session Minutes - June 11, 2024
2. Other - Consent
3. Ordinance 3rd Reading - Consent
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

G. Unfinished Business.

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

b. **An Ordinance to Amend Chapter 5, Section 5-III-1 of the Gillette City Code to Provide Reciprocity for Contractor Licenses Issued from Other Wyoming Governmental Entities.**

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

3. **Other.**

H. New Business.

1. Presentations

a. **Snow Debrief**

Staff Reference: Sawley Wilde, Public Works Director

2. Minute Action

a. **Council Consideration of a Street Closure at 3rd Street Plaza from 10:00 a.m. to 2:30 p.m. on August 24, 2024 which will involve outdoor music, requested by Campbell County Health.**

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

b. **Council Consideration of a Bid Award for the 2023 Water Main Interconnect Project to DRM, Inc., in the Amount of $597,968.42 (1% Project).**

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

c. **Council Consideration of a Bid Award for Annual Trenching and Boring Services to MCM General Contractors, Inc., in the Amount of $89,719.80.**

Staff Reference: Joff J. Pilon, P.E., Utilities Director

d. **Council Consideration of a Professional Services Agreement for Engineering Design and Construction Support Services for the Western Tie 69kV Transmission Line Reconductor Project Completed by HDR Engineering, Inc. in the Amount of $95,300.00.**

Staff Reference: Joff J. Pilon, P.E., Utilities Director

e. **Council Consideration to Authorize the Mayor to Sign Amendment No. 15 of the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.**

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

f. **Council Consideration of a Resolution to Repeal and Replace Resolution No. 2867 to Suspend Existing Ordinances, Rules, and Regulations Regarding Occupancy in a Tent, Camper, Motorhome, or Recreation Vehicle within all Zoning Districts within the City Limits for a Two-Week Period from July 31, 2024 through August 13, 2024.**

Staff Reference: Michael H. Cole, City Administrator

3. Ordinance 1st Reading.

a. **An Ordinance Approving and Authorizing the Partial Vacation of a 10-foot-wide General Utility Easement on Lot 9B, Block 4, of the Sunburst Subdivision IV; to the City of Gillette, Wyoming, Subject to all Planning Requirements (Planning Commission Vote: 4/0)**

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

4. Appointments

a. **Appointment of an Alternate Municipal Court Judge for 2024.**

Staff Reference: Michael H. Cole, City Administrator

I. Public Hearings and Considerations

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

Staff Reference: Michelle Henderson, Finance Director

2. **An Ordinance Providing for the Annual Appropriation of Money for the Maintenance of the City of**

Gillette, Wyoming for FY2024-2025.

Staff Reference: Michelle Henderson, Finance Director

3. **A Public Hearing to Consider the Transfer of Location of a Limited Retail Liquor License from 4054 E Boxelder Rd. to 2200 Greenway Dr., Requested by Gillette Elks Lodge #2825.**

   Staff Reference: Jennifer Toscana, Public Affairs Director

4. **Council Consideration of the Transfer of Location of a Limited Retail Liquor License from 4054 E Boxelder Rd. to 2200 Greenway Dr., Requested by Gillette Elks Lodge #2825.**

   Staff Reference: Jennifer Toscana, Public Affairs 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

M. Adjournment

City Council Meeting Comment Form

MAYOR

Shay Lundvall

COUNCIL MEMBERS BY WARDS

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

www.gillettewy.gov

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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

Invocation and Pledge of Allegiance led by Reverand Zachary Viggers of Trinity Lutheran 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: 6/18/2024 6:00:00 PM

SUBJECT:

Special Meeting Minutes - June 3, 2024

Special Meeting Minutes - June 11, 2024

Executive Session Minutes - June 11, 2024

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download
06.03.2024
06.11.2024

A Special Meeting of the City Council was held on Monday the 3rd day of June 2024, in the City Hall Council Chambers.

Present were Councilmembers Simonson, Carsrud, McLeland, Gross, Montgomery, West, and Mayor Lundvall; City Administrator Cole; Assistant City Attorney Smith; Directors Deaton, Henderson, Muzzarelli, Pilon, Toscana, Wasson, and Wilde; City Clerk Allen and Deputy City Clerk Clymer.

Invocation and Pledge of Allegiance

The Invocation and Pledge of Allegiance was led by Pastor Caleb Nelson of Harvest Presbyterian Church.

Approval of General Agenda

Councilmember West made a motion to approve the General Agenda; Seconded by councilmember Montgomery. All voted aye. The motion carried.

Approval of Consent Agenda

Minutes

Regular Meeting Minutes – May 21, 2024
Executive Session Meeting Minutes – May 21, 2024

Bills and Claims

Absolute Auto, LLC, 88.20; Alsco, 832.36; Alt, Ashley, 162.30; American Track Generations LLC, 1,065.45; Anixter Power Solutions, 335.50; Anixter Power Solutions, 55,454.80; Arrow Printing and Graphics Inc, 90.00; Atlas Office Products, 1,182.24; B & H Photo Video Pro-Audio, 5,476.62 ; Big Horn Tire Inc, 1,079.02; Bighorn Hydraulics Inc, 833.36; BJ Nelson/Nelson Auto Glass, 50.00; Black Cat Construction LLC, 3,945.00; Black Hills Energy, 12,364.13; Black Hills Power & Light, 1,240,364.04; Black Hills Power & Light, 6,583.19; Black Hills Power & Light, 394,041.45; Black Hills Power & Light, 192,156.40; Black Hills Wyoming LLC, 243,310.09; Black Hills Wyoming LLC, 258,464.85; Blue Cross Blue Shield Of Wyoming, 96,970.36; Blue Cross Blue Shield Of Wyoming, 91,517.27; Blue Cross Blue Shield Of Wyoming, 109,813.44; Blue Cross Blue Shield Of Wyoming, 96,146.59; Blue Cross Blue Shield Of Wyoming, 129,882.84; Bomgaars Supply, 53.47; Border States Electric, 222.40; California State Controller, 84.77; Car-Knack Inc, 750.00; CenturyLink, 126.62; City Clerk Office, 12,928.29; City Of Gillette - Petty Cash, 127.00; Coca-Cola Bottling Company High Country, 130.00; Collection Professionals Gillette, 957.38; Cps Distributors, 3,032.14; Crum Electric Supply Company, 286.80; Cummins Rocky Mountain Inc, 4,118.54; Decker, Megan, 106.44; Delta Dental Of Wyoming, 27,121.37; Department Of Energy, 57,649.30; Eaton Sales & Service LLC, 1,201.75; Employment Testing Services Inc, 828.00; Energy Laboratories Inc, 265.00; Extreme Precision Industrial Contractors, LLC, 543.16; Fastenal Company, 1.22; FedEx, 21.07; Ferguson Enterprises, Inc #1116, 4,410.00; Fink, Tanesha, 145.49; Fontenot, Joshuah, 154.61; Free Indeed Counseling Services, 550.00; Gades Sales Company Inc, 11,999.00; Gallagher Benefit Services, Inc, 142.50; Galls, An Aramark Company, 37.83; Ge Digital LLC, 1,517.28; Generation Property Group LLC, 78.61; Gillette Contractors Supply Inc, 7,767.64; Gillette Steel Center, 743.11; Global Payments Inc, 3,500.00; Goodale, Brin, 165.67; Govos, Inc, 14,664.81; Granicus LLC, 17,050.00; Gray Matter Systems, LLC, 5,100.00; Grossenburg Implement Incorporated, 165.22; HD Supply Inc, 1,851.49; Hillcrest Spring Water Inc, 6.50; Homax Oil, 34,581.68; Hotline Electrical, 1,124.38; Howes, Victoria, 188.66; Hui-Li Lin, 40.00; It Outlet Inc, 6,925.00; Itron Inc, 1,120.90; Jack's Truck Center Inc, 2,408.69; Korey, Joseph, 17.92; Lexi Stalcup, 100.00; Line Finders, LLC, 5,522.50; MCM General Contractors, 108,622.02; Meritain Health, 296.88; Mii Life Insurance, Incorporated, 3,012.66; Mii Life Insurance, Incorporated, 4,548.62; Mii Life Insurance, Incorporated, 240.50; Morris, William, 111.60; Mountain Peak Builders LLC, 77,361.79; Municipal Treatment Equipment, 4,550.34; Nate Black, 182.37; Newman Signs Inc, 567.57; Norco Inc, 1,411.96; Northwest Lineman College, 677.30; Optum Health Financial Services, 346.50; Overson, Brandon, 85.41; Padberg, Cathy & Gerald, 78.14; PCA Engineering Inc, 1,062.50; Petty, Kenneth, 107.58; Phillips, Taunya, 102.69; Postal Pros Southwest Inc, 8,828.00; Powder River Construction, 168,275.83; Powder River Energy Corporation, 5,670.00; Powder River Heating & Conditioning Corporation, 24,930.00; ProElectric Inc, 2,558.39; Razor City Rental, 45.16; RDO Equipment Co, 300.00; Record Supply Inc Napa, 1,860.97; Rms Instrument & Electrical, LLC, 10,270.60; Robert Long, 99.74; Safe Restraints Inc, 1,940.12; Schlomer, Amy, 31.33; Scott Crumbaker, 3,700.00; Simon Contractors, 4,185.67; Source Equipment, 21,363.23; Source Office Products, 496.01; Spencer Fluid Power, 18.68; State Of Wyoming, Department Of Corrections, 328.00; Stotz Equipment, 388.83; Stuart C. Irby Co, 5,010.00; T & R Electric Supply Co Inc, 720.00; Team Laboratory Chemical, LLC, 387.00; Terry Sjolin, 1,025.00; Torres, Oscar, 170.02; Tw Enterprises Inc, 2,758.05; Tyler Newman, 100.00; UMB Bank, 67,710.21; United Central Industrial Supply Co, 48.29; Untamed Design LLC, 20.00; Verizon Wireless, 11,024.58; Western Services LLC, 6,440.00; Western

Stationers, 577.24; Witt, Kaitlyn, 84.01; Wood, Robert, 47.76; WWC Engineering, 16,000.25; Wyodak Resources Development Corp, 27,634.73; Wyoming Center For Clinical Excellence, 200.00; Wyoming Machinery Co, 3,251.11; Wyoming Secretary Of State, 60.00; Wyoming State Engineer's Office, 75.00; Wyoming Water Solutions, 174.97; Xerox Corporation, 25.16; Yonkee, Beau, 10.39

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

Comments

Liaison Reports

Councilmember Simonson stated that she and councilmember Montgomery were unable to attend the Council of Community Services meeting.

Councilmember Gross attended the Gillette Main Street Board Meeting and announced that they have filled the Community Engagement position that will help promote economic development.

Other-Comments

City Clerk Allen announced that in accordance with W.S. 6-5-118(a), all Financial Disclosure Statements have been received from the Mayor, City Council, City Administrator, Finance Director, and City Clerk.

Members of the Campbell County Walk to End Alzheimer's and the Wyoming Alzheimer's Association invited everyone to celebrate "The Longest Day," an annual fundraising event on August 17, 2024. Mayor Lundvall then proclaimed June 2024 as Alzheimer's & Brain Awareness Month.

Randy Milliron, Safety Manager for the City of Gillette, stated that there will be a safety day for City employees on June 19th, 2024. Mayor Lundvall then proclaimed June 2024 as National Safety Month.

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

Unfinished Business

Ordinance 2nd Reading

ORDINANCE NO. 24-04
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)

Council president Carsrud made a motion to approve the foregoing Ordinance on 2nd reading; seconded by councilmember Simonson. All voted aye. The motion carried.

New Business

Presentations

Administrator Cole summarized the discussion that took place at the May 21st Regular City Council Meeting regarding safety protocols to ensure that carnival rides are safe. Representatives of Dreamland Carnival Company were in attendance and explained that they sent 14 employees to carnival safety training and all staff are CPR qualified, further explaining the daily inspections that take place at the carnival. Campbell County Fire Marshall Stuart Burnham presented information regarding safety protocols for the forthcoming Carnival set for June 5-9, 2024. Burnham discussed measures such as current practice, State practice, and proposed direction to ensure the event's safety for attendees.

Minute Action

Councilmember Simonson made a motion to approve a Street Closure on Warren Ave. Between 1st and 2nd Street, on June 22, 2024, from 7:00 a.m. to 11:00 p.m. for a Donkey Creek Music Festival, that will Include an Open Container Permit, Requested by Big Lost Meadery; seconded by councilmember McLeland. Councilmember Simonson shared excitement for the event. Bob Hewitt-Gaffney, co-owner of Big Lost Meadery shared information about the event. Councilmember Gross questioned how many bands will be playing, Bob responded there are 6 Wyoming based musicians that will be performing. Councilmember Montgomery asked how alcohol sales will be controlled, Mr. Hewitt-Gaffney clarified that there will be ID checks, wristbands, and that all servers are TIPS trained (Training for Intervention Procedures). All voted aye. The motion carried.

Council president Carsrud made a motion to approve a Street Closure on 3rd Street for an Ice Cream Social to meet the candidates on June 26, 2024, from 12:00 p.m. to 9:00 p.m., Requested by Campbell

County Chamber of Commerce; seconded by councilmember Simonson. All voted aye. The motion carried.

Councilmember Gross made a motion to approve Street Closures on the 3rd Street Plaza and Gillette Avenue for the Following 2024 Gillette Main Street Events: Weekly Downtown Thursday Night Concert Series on the 3rd Street Plaza, Thursdays from June 20th to August 1st (excluding July 4th), from 2:00 p.m. to 10:00 p.m., Events Will Include Outdoor Music and Alcohol, Downtown Yard Sale on 3rd Street Plaza, Saturday, July 20th from 6:00 a.m. to 3:00 p.m., Brews & Cruise on the 3rd Street Plaza and Gillette Main Street from 1st through 6th Street (Excluding all Intersections except for 3rd Street), on Saturday, September 14th from 10:00 a.m. to 8:00 p.m., Event Will Include Outdoor Music and Alcohol, Parade of Lights on Gillette Avenue, 1st through 7th Street, Saturday, December 7th from 5:00 p.m. to 7:00 p.m.; seconded by councilmember Simonson. All voted aye. The motion carried.

Councilmember West made a motion to approve a Catering Permit at Grinners, on June 14, 2024, from 5:00 p.m. to 11:30 p.m. for an Affiliates Motorcycle Club Pre-Run Fundraiser, Requested by Grinners, which will include outdoor music; seconded by councilmember Simonson. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve the Acceptance of Drainage Improvements with the 8th and Stocktrail Project, installed by Mountain Peak Builders, LLC, in the Amount of $82,766.65 (1% Project); seconded by councilmember West. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve a Bid Award for the Gurley Overpass Deck Injection Repairs Project, to Hladky Construction, Inc, in the Amount of $65,275.00 (1% Project); seconded by councilmember Gross. All voted aye. The motion carried.

RESOLUTION NO. 2874
A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING, FOR THE PURPOSE OF THE LAKEWAY ROAD PATHWAY PROJECT.

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

RESOLUTION NO. 2875
A RESOLUTION APPROVING AND AUTHORIZING THE MINOR SUBDIVISION OF LOTS 8, 9, & 10 OF BLOCK 5, MORNINGSIDE ESTATES; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.
(PLANNING COMMISSION VOTE: 4/0)

Council president Carsrud made a motion to approve the foregoing Resolution; seconded by councilmember Simonson. Councilmembers Simonson, Carsrud, McLeland, Montgomery, West, and Mayor Lundvall voted aye. Councilmember Gross abstained. The motion carried.

RESOLUTION NO. 2876
A RESOLUTION APPROVING AND AUTHORIZING THE MINOR SUBDIVISION OF THE GILLETTE COLLEGE SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.
(PLANNING COMMISSION VOTE: 3/0/1 ABSTENTION)

Councilmember Montgomery made a motion to approve the foregoing Resolution; seconded by councilmember Simonson. Councilmembers Simonson, Carsrud, McLeland, Montgomery, West, and Mayor Lundvall voted aye. Councilmember Gross abstained. The motion carried.

Ordinance 1st Reading

ORDINANCE NO. 24-05
AN ORDINANCE TO AMEND CHAPTER 5, SECTION 5-III-1 OF THE GILLETTE CITY CODE TO PROVIDE RECIPROCITY FOR CONTRACTOR LICENSES ISSUED FROM OTHER WYOMING GOVERNMENTAL ENTITIES

Council president Carsrud made a motion to approve the foregoing Ordinance on 1st reading; seconded by councilmember Simonson. All voted aye. Administrator Cole explained that this would update the cities Building licensing requirements to match the State Statutes and will allow contractors that have a license in one community to get a license in another community without having to take another test. All voted aye. The motion carried.

Public Hearings and Considerations

Mayor Lundvall opened a Public Hearing to Consider Amendments to the Gillette City Budget for Fiscal Year 2023-2024. Director Henderson explained the costs associated with different projects and items that make up this budget amendment. Mayor Lundvall closed the Public Hearing.

RESOLUTION NO. 2877
A RESOLUTION TO APPROVE AMENDMENTS TO THE GILLETTE CITY BUDGET FOR FY2023-2024

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

Councilmember Gross made a motion to reject all bids for the Traffic Safety Storage Shed and PD K-9 Kennels Project, to Powder River Construction, Inc., in the Amount of $385,645.00; seconded by councilmember West. Administrator Cole explained that city staff recommends rejection of all bids and to put this project out for bid again in the Fall of 2024. Councilmembers Simonson, Carsrud, McLeland, Gross, West, and Mayor Lundvall voted yay. Councilmember Montgomery voted nay. (Councilmember Montgomery stated that he inadvertently voted nay.) The motion carried to reject all bids.

Council president Carsrud made a motion to approve a Professional Services Agreement for Design and Bidding Services in Association with the City Hall Space Utilization Study 2024, with Arete Design Group, in the Amount of $346,780.00; seconded by councilmember Gross. Administrator Cole explained the consideration. All voted aye. The motion carried.

Mayor Lundvall opened a Public Hearing to Consider the Gillette City Budget for FY2024-2025. Director Henderson summarized the small changes that have been made to the FY2024-2025 budget. For the benefit of the public, Administrator Cole stated that the estimated revenues are $159,888,117.00, and the estimated expenses are $152,626,915.00, which is roughly 5% less than the requested budget for the prior fiscal year. Mayor Lundvall closed the Public Hearing.

ORDINANCE NO 24-06
AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF GILLETTE, WYOMING FOR FY2024-2025

Councilmember West made a motion to approve the foregoing Ordinance on 1st reading; seconded by councilmember Simonson. All voted aye. The motion carried.

Administrators Report

Administrator Cole thanked everyone's willingness to change this council meeting from June 4th to June 3rd due to the WAM conference in Pinedale, WY. Mr. Cole added that there is a Special Meeting on June 11, 2024, for the 2nd reading of the FY2024-2025 Budget, the 2nd reading of the Chapter 5 Amendment, along with an Executive Session. He then stated that the next regular meeting is scheduled for June 18th which will include the 3rd and final reading of the FY2024-2025 budget.

Mayor Lundvall shared that the County has a BLM meeting on June 4th in their chambers at 11:00 a.m., and that the Governor will be in Gillette having a similar conversation at the end of June. Mayor Lundvall stated that he would like to be proactive in this matter and thanked Administrator Cole for facilitating the conversations.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 6:56 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next regularly scheduled meeting will be held on Tuesday, June 18, 2024, in the City Hall Council Chambers.

(S E A L)

_____
Shay Lundvall, Mayor

ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: June 11, 2024

A Special Meeting of the City Council was held on Monday the 11th day of June 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 Henderson, Pilon, Toscana, Wasson, and Wilde; Captain Alger; Deputy City Clerk Clymer.

Invocation and Pledge of Allegiance
The Pledge of Allegiance was led by Council President Carsrud.

Approval of General Agenda
Councilmember Gross made a motion to approve the General Agenda; Seconded by councilmember McLeland. All voted aye. The motion carried.

Approval of Consent Agenda
Councilmember Montgomery made a motion to approve the Consent Agenda; seconded by councilmember McLeland. All voted aye. The motion carried.

Unfinished Business
Ordinance 2nd Reading

ORDINANCE NO 24-06
AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF GILLETTE, WYOMING FOR FY2024-2025
Council president Carsrud made a motion to approve the foregoing Ordinance on 2nd reading; seconded by councilmember Gross. All voted aye. The motion carried.

ORDINANCE NO. 24-05
AN ORDINANCE TO AMEND CHAPTER 5, SECTION 5-III-1 OF THE GILLETTE CITY CODE TO PROVIDE RECIPROCITY FOR CONTRACTOR LICENSES ISSUED FROM OTHER WYOMING GOVERNMENTAL ENTITIES
Councilmember West made a motion to approve the foregoing Ordinance on 2nd reading; seconded by councilmember McLeland. All voted aye. The motion carried.

Administrators Report
Administrator Cole sought guidance from the council asking if they would be in favor of adding a clause or provision to the current Resolution that would allow areas that are not zoned as a residential district to permit campers, recreation vehicles, or motorhomes occupied during the Camporee event for the fourteen-day period from July 31, 2024 through August 13, 2024. Resolution No. 2867, approved on March 5, 2024, allows this temporary use in residential zoned areas only. City council members expressed no objection with the proposed change. An amendment to Resolution No. 2867 will be included on the June 18 City Council meeting agenda for consideration.
Administrator Cole recognized Director Henderson with a name placard for her efforts through the budget process. Administrator Cole informed the public that the next regular scheduled council meeting will be held on June 18, 2024 at 6:00 p.m. in council chambers.

Executive Session
Councilmember Montgomery made a motion to go into Executive Session for Personnel pursuant to W.S.16-4-405(a)(ii) and Potential litigation pursuant to W.S. 16-4-405(a)(iii); seconded by councilmember McLeland. All voted aye. The motion carried.

Adjournment:
There being no further business to come before the Council, the meeting was adjourned at 6:12 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next regularly scheduled meeting will be held on Tuesday, June 18, 2024, in the City Hall Council Chambers.

_____
(S E A L) Shay Lundvall, Mayor

ATTEST:

_____
Seanna Clymer, Deputy City Clerk
Publication Date: June 18, 2024

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

www.gillettewy.gov

DATE: **6/18/2024 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 06/18/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
4555-ATLAS OFFICE PRODUCTS		
174413	CUSTODIAL INVENTORY	103.00
174414	CUSTODIAL INVENTORY	111.96
174415	CUSTODIAL INVENTORY	933.42
174416	CUSTODIAL INVENTORY	850.83
174417	CUSTODIAL INVENTORY	90.27
174418	OFFICE SUPPLY INVENTORY	1,314.31
174419	OFFICE SUPPLY INVENTORY	515.51
174420	OFFICE SUPPLY INVENTORY	86.50
174421	OFFICE SUPPLY INVENTORY	21.57
174422	OFFICE SUPPLY INVENTORY	1,607.18
174423	OFFICE SUPPLY INVENTORY	476.89
174424	OFFICE SUPPLY INVENTORY	89.64
174425	OFFICE SUPPLY INVENTORY	179.28
174426	OFFICE SUPPLY INVENTORY	38.36
174427	OFFICE SUPPLY INVENTORY	68.50
174428	OFFICE SUPPLY INVENTORY	76.72
	VENDOR TOTAL:	**6,563.94**
1511-NORCO INC		
174473	OFFICE SUPPLY INVENTORY	75.04
174476	CUSTODIAL INVENTORY	146.27
174477	CUSTODIAL INVENTORY	69.21
	VENDOR TOTAL:	**290.52**
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL		
174245	MAY 2024 OFFICER TRAINING FEES	135.00
	VENDOR TOTAL:	**135.00**
2300-WESTERN STATIONERS		
174494	OFFICE SUPPLY INVENTORY	202.00
174495	OFFICE SUPPLY INVENTORY	536.00
174496	OFFICE SUPPLY INVENTORY	489.80

Expenditure Approval Report
Check Approval Date of 06/18/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
2300-WESTERN STATIONERS		
174497	OFFICE SUPPLY INVENTORY	268.00
174498	OFFICE SUPPLY INVENTORY	78.24
174499	OFFICE SUPPLY INVENTORY	1,146.44
174500	OFFICE SUPPLY INVENTORY	745.00
174501	OFFICE SUPPLY INVENTORY	41.70
	VENDOR TOTAL:	**3,507.18**
	DIVISION TOTAL:	**10,496.64**
	DEPARTMENT TOTAL:	**10,496.64**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
3827-TAMI WALDNER		
174157	BUDGET MEETINGS	397.50
174159	BUDGET MEETINGS	517.50
174163	BUDGET MEETINGS	412.50
	VENDOR TOTAL:	**1,327.50**
	DIVISION TOTAL:	**1,327.50**
02-ADMINISTRATION		
1764-JLC SIGN SYSTEMS INC		
174194	ENGRAVING - M HENDERSON	38.00
	VENDOR TOTAL:	**38.00**
	DIVISION TOTAL:	**38.00**
04-SPECIAL PROJECTS		
1381-CITY OF GILLETTE		
174372	COUNCIL OF COMMUNITY SRVCS PKG	8,658.79
	VENDOR TOTAL:	**8,658.79**
1864-FIRST NATIONAL BANK OF GILLETTE		
174359	CITY POOL RECONSTRUCTION RETAI	20,946.01
174401	CCS OFFICE REMODEL AND TELECOM	6,353.83
174405	ECSC SHELTER PROJECT RETAINAGE	1,230.77
	VENDOR TOTAL:	**28,530.61**
1560-HLADKY CONSTRUCTION		
174400	CCS OFFICE REMODEL AND TELECOM	120,722.84
	VENDOR TOTAL:	**120,722.84**
4422-INTERSTATE ENGINEERING, INC		
174394	CITY POOL RECONSTRUCTION	25,362.21
	VENDOR TOTAL:	**25,362.21**
1754-KLJ ENGINEERING LLC		
174406	COUNCIL OF COMMUNITY SERVICES	6,619.95
	VENDOR TOTAL:	**6,619.95**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
3605-MOUNTAIN PEAK BUILDERS LLC		
174371	COUNCIL OF COMMUNITY SERVICES	164,516.98
	VENDOR TOTAL:	**164,516.98**
5020-NATIONAL TACTICAL OFFICERS ASSOCIATION		
174180	BRAIN HQ SUBSCRIPTIONS	17,880.00
	VENDOR TOTAL:	**17,880.00**
1958-PCA ENGINEERING INC		
174387	ENZI PRACTICE FIELD IMPROVEMEN	6,541.25
	VENDOR TOTAL:	**6,541.25**
2033-POWDER RIVER CONSTRUCTION		
174358	CITY POOL RECONSTRUCTION	397,974.19
	VENDOR TOTAL:	**397,974.19**
1493-S & S BUILDERS		
174404	ECSC SHELTER PROJECT	23,384.53
	VENDOR TOTAL:	**23,384.53**
1748-THAT EMBROIDERY PLACE		
174132	EMBROIDERED SHIRTS	2,017.70
	VENDOR TOTAL:	**2,017.70**
	DIVISION TOTAL:	**802,209.05**
	DEPARTMENT TOTAL:	**803,574.55**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
4458-EMPLOYMENT TESTING CENTER OF WYOMING		
174131	URN45 AND RETURN TO WORK	305.00
	VENDOR TOTAL:	**305.00**
1753-EMPLOYMENT TESTING SERVICES INC		
174244	RANDOM,POST ACCIDENT, PRE-EMPLOYMENT TESTING	1,346.00
	VENDOR TOTAL:	**1,346.00**
	DIVISION TOTAL:	**1,651.00**
21-SAFETY		
2481-CAMPBELL COUNTY PUBLIC HEALTH		
174130	HEPITITAS B VACCINE	55.00
	VENDOR TOTAL:	**55.00**
	DIVISION TOTAL:	**55.00**
	DEPARTMENT TOTAL:	**1,706.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
55555-MISC EMPLOYEE VENDOR		
174323	TUITION REIMBURSEMENT	1,170.76
	VENDOR TOTAL:	**1,170.76**
	DIVISION TOTAL:	**1,170.76**
26-CUSTOMER SERVICE		
3369-POSTAL PROS SOUTHWEST INC		
174169	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,641.96
	VENDOR TOTAL:	**2,641.96**
	DIVISION TOTAL:	**2,641.96**
34-INFORMATION TECHNOLOGY		
4025-AGOSTO HOLDINGS, LLC		
174270	GOOGLE VOICE	3,015.40
	VENDOR TOTAL:	**3,015.40**
1358-CENTURYLINK		
174273	TELEPHONE SERVICE	2,512.70
	VENDOR TOTAL:	**2,512.70**
2625-CHARTER MEDIA		
174196	INTERNET SERVICE	1,099.00
	VENDOR TOTAL:	**1,099.00**
2179-TYLER TECHNOLOGIES INC		
174200	TYLER TECHNOLOGIES APPLICATIONS	476,024.44
	VENDOR TOTAL:	**476,024.44**
2222-VERIZON WIRELESS		
174272	AVL DATA	1,791.33
	VENDOR TOTAL:	**1,791.33**
2247-VISIONARY COMMUNICATIONS		
174271	INTERNET SERVICE	1,092.96
	VENDOR TOTAL:	**1,092.96**
	DIVISION TOTAL:	**485,535.83**
	DEPARTMENT TOTAL:	**489,348.55**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
2238-AXON ENTERPRISE INC		
174314	DETECTIVE BODY WORN CAMERA	4,513.34
	VENDOR TOTAL:	**4,513.34**
4481-BALCO UNIFORM CO., INC		
174313	BULLETPROOF VEST AND UNIFORMS	1,788.61
	VENDOR TOTAL:	**1,788.61**
2483-CAMPBELL COUNTY SHERIFF		
174312	APRIL 2024 PRISONER BILLING	2,075.00
	VENDOR TOTAL:	**2,075.00**
1397-COLLINS COMMUNICATIONS INC		
174299	RADIO MAINTENANCE	141.75
	VENDOR TOTAL:	**141.75**
2597-CRAIG FURMAN		
174298	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**75.00**
1916-GALLS INC		
174309	UNIFORMS	437.88
	VENDOR TOTAL:	**437.88**
4906-LN CURTIS & SONS		
174316	SRT HELMET	9,476.86
174317	SRT HELMETS	10,128.00
	VENDOR TOTAL:	**19,604.86**
2066-SOURCE OFFICE PRODUCTS		
174308	NOTARY STAMP	33.80
	VENDOR TOTAL:	**33.80**
2070-SOUTHERN COMPUTER WAREHOUSE		
174490	PD ARMORY CAMERAS	2,095.65
	VENDOR TOTAL:	**2,095.65**
4225-SPECIAL OLYMPICS WYOMING		
174311	TORCH RUN SHIRTS	220.00
	VENDOR TOTAL:	**220.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
174300	PD COUNSELING	200.00
174301	PD COUNSELING	250.00
174302	PD COUNSELING	250.00
174303	PD COUNSELING	250.00
174304	PD COUNSELING	200.00
174305	PD COUNSELING	200.00
174306	PD COUNSELING	200.00
	VENDOR TOTAL:	**1,550.00**
	DIVISION TOTAL:	**32,535.89**
45-ANIMAL SHELTER		
77777-MISC ONE TIME VENDOR		
174334	REFUND OF RABIES VACCINATION	24.00
	VENDOR TOTAL:	**24.00**
	DIVISION TOTAL:	**24.00**
	DEPARTMENT TOTAL:	**32,559.89**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
174103	RUG CLEANING	15.80
174110	RUG CLEANING	28.69
174111	RUG CLEANING	15.80
174113	RUG CLEANING	46.10
174115	RUG CLEANING	57.75
174120	RUG CLEANING	28.69
174121	RUG CLEANING	15.80
174123	RUG CLEANING	46.10
174275	RUG CLEANING	57.75
174281	RUG CLEANING	15.80
	VENDOR TOTAL:	**328.28**
4550-BIGHORN MOUNTAIN ELECTRIC LLC		
174135	INSTALL OUTLETS IN IT ROOMS	1,306.64
	VENDOR TOTAL:	**1,306.64**
1844-FARMER BROTHERS COMPANY		
174321	COFFEE AT CITY HALL	56.40
	VENDOR TOTAL:	**56.40**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
174136	CLEAN TOWER STAND COOLING SYSTEM	2,867.93
174259	CHEMICAL INSPECTION CITY HALL HVAC	772.50
174260	CITY HALL CHILLER #1 REPAIRS	140.00
	VENDOR TOTAL:	**3,780.43**
	DIVISION TOTAL:	**5,471.75**
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
174318	CONTRACTED SPORTS FIELD SCHEDULER	1,125.00
	VENDOR TOTAL:	**1,125.00**
	DIVISION TOTAL:	**1,125.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
1040-ALSCO		
174108	UNIFORM CLEANING	64.04
174118	UNIFORM CLEANING	64.04
174278	UNIFORM CLEANING	64.04
	VENDOR TOTAL:	**192.12**
55555-MISC EMPLOYEE VENDOR		
174325	SAFETY BOOT REIMBURSEMENT	100.00
174326	SAFETY BOOT REIMBURSEMENT	100.00
174327	SAFETY BOOT REIMBURSEMENT	100.00
	VENDOR TOTAL:	**300.00**
1919-PAINTBRUSH SEWER & DRAIN		
174182	PORTA TOILETS	1,942.55
	VENDOR TOTAL:	**1,942.55**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
174181	RESTROOM REPAIRS AT DALBEY PARK	190.00
	VENDOR TOTAL:	**190.00**
2296-WESTERN SERVICES LLC		
174137	ECSC GATES	1,980.00
	VENDOR TOTAL:	**1,980.00**
	DIVISION TOTAL:	**4,604.67**
54-STREETS		
1040-ALSCO		
174106	UNIFORM CLEANING	53.45
174116	UNIFORM CLEANING	53.45
174276	UNIFORM CLEANING	275.21
	VENDOR TOTAL:	**382.11**
2561-BURLINGTON NORTHERN SANTA FE		
174129	LAND LEASE	700.50
	VENDOR TOTAL:	**700.50**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
1864-FIRST NATIONAL BANK OF GILLETTE		
174369	MATERIAL STORAGE BUILDING RETA	502.09
	VENDOR TOTAL:	**502.09**
2958-LINE FINDERS, LLC		
174183	HYDRO-VAC	2,350.00
174184	HYDRO-VAC	2,643.75
174247	HYDROVAC	1,997.50
174249	HYDROVAC	2,056.25
174250	HYDROVAC	1,880.00
	VENDOR TOTAL:	**10,927.50**
2033-POWDER RIVER CONSTRUCTION		
174125	ECHETA RD CURB AND GUTTER REPAIRS	3,680.00
174126	ECHETA AND BAY AVE PAVING PATCHES	29,688.83
174127	GURLEY AVE INLET REPAIR	4,585.00
174185	BROBY REPAIRS	4,650.00
174186	FOOTHILLS REPAIRS	9,920.00
174187	OVERDALE REPAIR	23,870.00
174188	ALEX REPAIR	17,670.00
174189	GILLETTE AVE REPAIR	5,580.00
	VENDOR TOTAL:	**99,643.83**
2123-RECORD SUPPLY INC NAPA		
174190	PARTS	4.10
	VENDOR TOTAL:	**4.10**
1493-S & S BUILDERS		
174368	MATERIAL STORAGE BUILDING	9,539.76
	VENDOR TOTAL:	**9,539.76**
1802-SIMON CONTRACTORS		
174128	ROCK	260.00
174246	PATCHING	479.24

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
1802-SIMON CONTRACTORS		
174248	ROCK	310.00
174319	ROCK	260.00
	VENDOR TOTAL:	**1,309.24**
3623-STRUCTURAL DYNAMICS LLC		
174377	MATERIAL STORAGE BUILDING	3,798.78
	VENDOR TOTAL:	**3,798.78**
	DIVISION TOTAL:	**126,807.91**
	DEPARTMENT TOTAL:	**138,009.33**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
61-BUILDING INSPECTION		
3827-TAMI WALDNER		
174164	BOE MEETING	135.00
	VENDOR TOTAL:	**135.00**
	DIVISION TOTAL:	**135.00**
62-TRAFFIC SAFETY		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
174174	DATABASE TIMING PLANS WIRED IN CABINETS	2,400.00
174175	CHANGED OUT BAD LIGHTS	975.00
174176	REPIARS TO XP21	450.00
174177	SCHOOL SIGN LIGHTS BATTERIES	5,402.25
174178	REPLACED OLD ROUND POST WITH SQUARE POST	1,362.50
	VENDOR TOTAL:	**10,589.75**
	DIVISION TOTAL:	**10,589.75**
63-PLANNING		
4933-VERDUNITY		
174354	COMPREHENSIVE PLAN	8,897.20
	VENDOR TOTAL:	**8,897.20**
	DIVISION TOTAL:	**8,897.20**
	DEPARTMENT TOTAL:	**19,621.95**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
31-CITY CLERK/PRINT SHOP		
1482-NEWS RECORD		
174255	MAY 2024 LEGAL ADVERTISING	8,218.60
	VENDOR TOTAL:	**8,218.60**
	DIVISION TOTAL:	**8,218.60**
32-JUDICIAL		
1764-JLC SIGN SYSTEMS INC		
174193	NAME PLATE - C ANDERSON	38.00
	VENDOR TOTAL:	**38.00**
1808-SIR SPEEDY		
174274	STAMP	207.07
	VENDOR TOTAL:	**207.07**
4969-WEISHEIMER LAW, LLC		
174165	PUBLIC DEFENDER	500.00
174166	PUBLIC DEFENDER	500.00
174167	PUBLIC DEFENDER	500.00
174168	PUBLIC DEFENDER	500.00
	VENDOR TOTAL:	**2,000.00**
	DIVISION TOTAL:	**2,245.07**
65-PUBLIC AFFAIRS ADMINISTRATION		
1482-NEWS RECORD		
174254	MAY 2024 ADVERTISING	1,426.00
	VENDOR TOTAL:	**1,426.00**
	DIVISION TOTAL:	**1,426.00**
	DEPARTMENT TOTAL:	**11,889.67**
	FUND TOTAL:	**1,507,206.58**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1447-ANIXTER POWER SOLUTIONS		
174411	TRAFFIC SIGNAL NETWORK SWITCHES	7,167.80
	VENDOR TOTAL:	**7,167.80**
1376-CHURCHICH RECREATION LLC		
174440	15-BLACK FLATTOP32- FLAT TOP LID W/ 8" OPENING	4,665.00
	VENDOR TOTAL:	**4,665.00**
1415-CONSOLIDATED ENGINEERS INC		
174384	HIDDEN VALLEY PLAYGROUND RENOV	780.00
	VENDOR TOTAL:	**780.00**
1559-DOWL LLC		
174388	TRAFFIC INTERSECTION EVALUATIO	11,602.50
	VENDOR TOTAL:	**11,602.50**
1684-DRM INC		
174402	CAM-PLEX WASTEWATER LIFT STATI	416,580.97
	VENDOR TOTAL:	**416,580.97**
1864-FIRST NATIONAL BANK OF GILLETTE		
174346	IRRIGATION CENTRAL CONTROL IMP	6,415.33
174376	4-J/6TH STREET SHOSONE RETAINA	4,106.55
	VENDOR TOTAL:	**10,521.88**
1866-FIRST NORTHERN BANK OF WYOMING		
174403	CAM-PLEX WASTEWATER LIFT STATI	21,925.32
	VENDOR TOTAL:	**21,925.32**
1560-HLADKY CONSTRUCTION		
174345	IRRIGATION CENTRAL CONTROL PRO	121,891.34
	VENDOR TOTAL:	**121,891.34**
1589-HOT IRON		
174373	MCCANN HEIGHTS RECONSTRUCTION	153,033.55
	VENDOR TOTAL:	**153,033.55**
1754-KLJ ENGINEERING LLC		
174378	2023 MCCANN HEIGHTS PROJECT	25,004.39

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1754-KLJ ENGINEERING LLC		
174389	ALLEN AVE RECONSTRUCT AND DRAI	8,628.65
174390	REMINGTON DRAINAGE RECONNAISSA	590.21
174391	LAKEWAY ROAD PAVEMENT IMPROVEM	774.83
	VENDOR TOTAL:	**34,998.08**
1312-MORRISON MAIERLE INC		
174392	FOOTHILLS DRAINAGE IMPROVEMENT	23,723.75
	VENDOR TOTAL:	**23,723.75**
4226-NATHAN G STEINER		
174382	SHOSHONE AVE BEAUTIFICATION	5,648.76
	VENDOR TOTAL:	**5,648.76**
1958-PCA ENGINEERING INC		
174385	CENTRAL CONTROL PHASE 1	3,581.10
	VENDOR TOTAL:	**3,581.10**
2020-PLANT SHACK		
174197	PLANTS	3,887.70
174479	2024 FLOWER ORDER	27,051.00
	VENDOR TOTAL:	**30,938.70**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
174179	REPLACED DAMAGED VISOR AND SIGN ON MAST ARM	130.00
	VENDOR TOTAL:	**130.00**
4319-RUSSELL & MILLS STUDIOS		
174379	DALBEY IMPROVEMENTS STUDY	11,563.00
	VENDOR TOTAL:	**11,563.00**
1493-S & S BUILDERS		
174375	4-J/6TH STREET SHOSHONE	78,024.45
	VENDOR TOTAL:	**78,024.45**
1779-SECURITY STATE BANK		
174374	MCCANN HEIGHTS RECONSTRUCTION	8,054.40
	VENDOR TOTAL:	**8,054.40**

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Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
3623-STRUCTURAL DYNAMICS LLC		
174399	GURLEY OVERPASS DECK INJECTION	3,271.44
	VENDOR TOTAL:	**3,271.44**
2760-WAYNE E. ECKAS, P.E.		
174380	IRRIGATION CENTRAL CONTROL IMP	23,541.77
	VENDOR TOTAL:	**23,541.77**
2363-WWC ENGINEERING		
174383	SUTHERLAND SUBDIVISION VALVE P	630.00
174386	FEMA DONKEY CREEK MASTER DRAIN	14,917.28
	VENDOR TOTAL:	**15,547.28**
	DIVISION TOTAL:	**987,191.09**
	DEPARTMENT TOTAL:	**987,191.09**
	FUND TOTAL:	**987,191.09**

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1559-DOWL LLC		
174396	GILLETTE REGIONAL WATER SUPPLY	4,972.50
	VENDOR TOTAL:	**4,972.50**
1312-MORRISON MAIERLE INC		
174397	GILLETTE REGIONAL WATER SUPPLY	10,439.38
	VENDOR TOTAL:	**10,439.38**
	DIVISION TOTAL:	**15,411.88**
	DEPARTMENT TOTAL:	**15,411.88**
	FUND TOTAL:	**15,411.88**

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Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
1482-NEWS RECORD		
174255	MAY 2024 LEGAL ADVERTISING	522.90
	VENDOR TOTAL:	**522.90**
	DIVISION TOTAL:	**522.90**
	DEPARTMENT TOTAL:	**522.90**
	FUND TOTAL:	**522.90**

Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
174107	UNIFORM CLEANING	22.14
174117	UNIFORM CLEANING	22.14
174277	UNIFORM CLEANING	20.14
	VENDOR TOTAL:	**64.42**
2434-AMERICAN WELDING & GAS INC		
174251	CYLINDER RENT	39.52
	VENDOR TOTAL:	**39.52**
3894-CAMPBELL COUNTY LANDFILL		
174320	MAY 2024 LANDFILL CHARGES	94,546.50
	VENDOR TOTAL:	**94,546.50**
2303-WESTERN WASTE SOLUTIONS INC		
174261	RECYCLING	6,540.00
174262	3 YARD DUMPSTER	97.00
	VENDOR TOTAL:	**6,637.00**
	DIVISION TOTAL:	**101,287.44**
	DEPARTMENT TOTAL:	**101,287.44**
	FUND TOTAL:	**101,287.44**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
5002-ASTRA ASSOCIATES INC		
174412	WATER * TEST GUAGE	2,382.31
	VENDOR TOTAL:	**2,382.31**
2561-BURLINGTON NORTHERN SANTA FE		
174170	LAND LEASE	1,402.17
	VENDOR TOTAL:	**1,402.17**
1792-ENERGY LABORATORIES INC		
174237	TESTING	53.00
174238	TESTING	153.00
174268	TESTING	53.00
	VENDOR TOTAL:	**259.00**
1852-FEDERAL EXPRESS CORPORATION		
174195	MISC SHIPPING	31.72
	VENDOR TOTAL:	**31.72**
1892-FRANDSON SAFETY INC		
174241	MULTI-GAS MONITOR CALIBRATION	150.00
	VENDOR TOTAL:	**150.00**
1422-GILLETTE CONTRACTORS SUPPLY INC		
174453	WATER * SAW * BRANDON	1,502.35
	VENDOR TOTAL:	**1,502.35**
1450-HDR ENGINEERING INC		
174395	30" MADISION TRANSMISSION LINE	8,631.25
	VENDOR TOTAL:	**8,631.25**
55555-MISC EMPLOYEE VENDOR		
174324	SAFETY BOOT REIMBURSEMENT	61.82
174328	SAFETY BOOT REIMBURSEMENT	100.00
	VENDOR TOTAL:	**161.82**
1316-MOUNTAIN STATES PIPE & SUPPLY		
174269	HAND METER READER	2,635.00
	VENDOR TOTAL:	**2,635.00**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1424-MUNICIPAL TREATMENT EQUIPMENT		
174242	PARTS	608.28
	VENDOR TOTAL:	**608.28**
1958-PCA ENGINEERING INC		
174265	WATER REPAIR - CORNER 4TH AND HEMLOCK	275.00
174266	WATER REPAIR - CORNER OF GREENWOOD	275.00
174267	1720 COUNTRY CLUB WATER	275.00
	VENDOR TOTAL:	**825.00**
2554-QUALITY AGG AND CONSTRUCTION INC		
174243	ROCK	440.00
	VENDOR TOTAL:	**440.00**
4962-ROCKED CO LLC		
174256	BAG MIX	300.00
	VENDOR TOTAL:	**300.00**
1802-SIMON CONTRACTORS		
174124	ROAD BASE	895.38
174171	ROAD BASE	1,331.47
174172	ROAD BASE	428.11
174173	ROAD BASE	1,766.84
174239	ROAD BASE	2,188.79
	VENDOR TOTAL:	**6,610.59**
2731-WATERWORKS INDUSTRIES		
174492	WATER 30" BFV	21,500.00
	VENDOR TOTAL:	**21,500.00**
	DIVISION TOTAL:	**47,439.49**
	DEPARTMENT TOTAL:	**47,439.49**
	FUND TOTAL:	**47,439.49**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
5022-BGM PARTNERS LLC		
174158	UB 2640 600 S DOUGLAS HWY	100.00
174160	UB 2640 600 S DOUGLAS HWY	100.00
174161	UB 2640 600 S DOUGLAS HWY	100.00
174162	UB 2640 600 S DOUGLAS HWY	100.00
	VENDOR TOTAL:	**400.00**
88888-MISC UTILITY OVERPAYMENTS		
174041	UE 17571 2629 LEDOUX	15.98
174042	UE 27302 1001 DESERT HILLS	116.49
174043	UE 5070 103 WALNUT	5.85
174044	UE 33140 1374 WARLOW	55.77
174045	UE 31728 1215 DOUGLAS	306.38
174046	UE 17869 39 TOWN CENTER	83.58
174047	UE 11594 2400 FOOTHILLS	163.05
174048	UE 6348 700 VIVIAN	6.55
174049	UE 32624 4524 RUNNING W	184.34
174050	UE 11616 2400 FOOTHILLS	159.08
174051	UE 18918 1013 12TH	136.68
174052	UE 12296 333 NOGALES	47.41
174053	UE 39984 1922 HARVEST MOON	32.59
174054	UE 2690 701 BROOKS	34.74
174055	UE 32392 4514 RUNNING W	165.82
174056	UE 10996 3201 ECHETA	156.72
174057	UE 34238 2113 BIG WOOD	80.20
174058	UE 17904 1016 ELON	180.00
174059	UE 11606 2400 FOOTHILLS	159.49
174060	UE 12630 2304 NOGALES	189.19
174061	UE 33540 822 GURLEY	111.18
174062	UE 42614 2677 LEDOUX	97.51
174063	UE 18926 1015 12TH	160.55

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
174064	UE 32252 4510 RUNNING W	171.23
174065	UE 39952 1928 HARVEST MOON	170.59
174066	UE 19750 921 7TH	150.64
174067	UE 19340 818 5TH	40.80
174068	UE 14420 701 RAILROAD	78.28
174069	UE 17547 2621 LEDOUX	128.96
174070	UE 36090 1082 COUNTRY CLUB	7.84
174071	UE 40086 2505 LEDOUX	125.62
174072	UE 15906 3808 COLLINS	373.53
174073	UE 32728 4528 RUNNING W	66.32
174074	UE 17460 1714 O'HARA	19.19
174075	UE 21238 308 TIMOTHY	33.80
174076	UE 6372 708 VIVIAN	59.55
174077	UE 39602 4903 MILTON	98.50
174078	UE 20571 7125 ROBIN	134.63
174079	UE 25654 1001 DESERT HILLS	79.06
174080	UE 18800 1027 GURLEY	196.57
174081	UE 32918 4536 RUNNING W	104.23
174082	UE 18252 1024 CHURCH	115.62
174083	UE 8650 1214 WAGONHAMMER	132.22
174084	UE 2142 408 EMERSON	50.33
174085	UE 19508 904 9TH	20.47
174086	UE 19674 3800 BROADWAY	186.23
174087	UE 17610 2629 LEDOUX	3.34
174088	UE 32476 4518 RUNNING W	164.05
174089	UE 5888 1606 KNOLLWOOD	25.48
174090	UE 32798 4532 RUNNING W	504.03
174091	UE 4748 2417 DOGWOOD	100.48
174092	UE 36298 4400 ALISON	77.05

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
174093	UE 25446 1020 COUNTRY CLUB	177.08
174094	UE 17914 1010 ELON	101.58
174095	UE 18014 1102 STANLEY	78.49
174096	UE 27300 1001 DESERT HILLS	79.06
174097	UE 11540 2404 FOOTHILLS	174.67
174098	UE 17082 72 SIERRA	4.98
174100	UE 9968 809 TRAILS	114.87
174101	UE 20448 1103 ARAPAHOE	103.40
174102	UE 11354 805 MOUNTAIN VIEW	139.99
174360	UE 34540 1202 DILLON	90.38
174361	UE 6348 700 VIVIAN	162.00
174362	UE 40086 2505 LEDOUX	39.24
174363	UE 3168 305 COTTONWOOD	149.03
174364	UE 18954 1019 SANTEE	111.06
174365	UE 26372 206 PRIMROSE	110.38
174366	UE 11568 2404 FOOTHILLS	151.36
174367	UE 32716 4528 RUNNING W	148.76
	VENDOR TOTAL:	**8,004.12**
	DIVISION TOTAL:	**8,404.12**
	DEPARTMENT TOTAL:	**8,404.12**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1684-DRM INC		
174343	ANNUAL TRENCHING AND BORING AG	2,872.50
174344	ANNUAL TRENCHING AND BORING AG	8,911.25
	VENDOR TOTAL:	**11,783.75**
1852-FEDERAL EXPRESS CORPORATION		
174195	MISC SHIPPING	299.02
	VENDOR TOTAL:	**299.02**
1264-MCM GENERAL CONTRACTORS		
174351	ANNUAL TRENCHING AND BORING AG	28,589.06
174352	ANNUAL TRENCHING AND BORING AG	3,768.21
174353	ANNUAL TRENCHING AND BORING AG	36,684.00
	VENDOR TOTAL:	**69,041.27**
1316-MOUNTAIN STATES PIPE & SUPPLY		
174269	HAND METER READER	2,635.00
	VENDOR TOTAL:	**2,635.00**
	DIVISION TOTAL:	**83,759.04**
	DEPARTMENT TOTAL:	**83,759.04**
	FUND TOTAL:	**92,163.16**

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
174099	UE 16458 500 CHURCH	90.11
	VENDOR TOTAL:	**90.11**
	DIVISION TOTAL:	**90.11**
	DEPARTMENT TOTAL:	**90.11**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
174114	UNIFORM CLEANING	146.23
174252	UNIFORM CLEANING	206.22
	VENDOR TOTAL:	**352.45**
3894-CAMPBELL COUNTY LANDFILL		
174322	MAR 2024 WW LANDFILL CHARGES	921.75
	VENDOR TOTAL:	**921.75**
3904-CBH CO-OP		
174439	WW * DIESEL	1,389.79
	VENDOR TOTAL:	**1,389.79**
1892-FRANDSON SAFETY INC		
174236	MULTI-GAS MONITOR CALIBRATION AND PARTS	509.30
	VENDOR TOTAL:	**509.30**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
174253	HVAC REPAIRS	280.00
	VENDOR TOTAL:	**280.00**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
174192	WWTF BUILINGS INTRUSION PROJECT	1,156.56
174264	BUILDING INTRUSION PROJECT	1,578.23
	VENDOR TOTAL:	**2,734.79**
5015-THATCHER COMPANY, INC.		
174226	CHEMICALS	21,172.35
174227	CHEMICALS	8,108.95
	VENDOR TOTAL:	**29,281.30**
4121-TRUGRIT TRACTION, INC		
174191	PARTS	788.00
	VENDOR TOTAL:	**788.00**

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
2171-TW ENTERPRISES INC		
174240	GENERATOR REPAIR	160.00
	VENDOR TOTAL:	**160.00**
	DIVISION TOTAL:	**36,417.38**
	DEPARTMENT TOTAL:	**36,417.38**
	FUND TOTAL:	**36,507.49**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1040-ALSCO		
174104	RUG CLEANING	40.83
174105	RUG CLEANING	57.75
174112	RUG CLEANING	40.83
174122	RUG CLEANING	40.83
174280	RUG CLEANING	28.69
	VENDOR TOTAL:	**208.93**
4550-BIGHORN MOUNTAIN ELECTRIC LLC		
174134	HEATED VEHICLE STORAGE LED LIGHTING	745.15
	VENDOR TOTAL:	**745.15**
4986-KIM PEDERSEN		
174466	BUILDING MAINTENANCE * LIGHTS * JEFF	764.34
	VENDOR TOTAL:	**764.34**
1919-PAINTBRUSH SEWER & DRAIN		
174133	DEMO MATERIALS	544.70
	VENDOR TOTAL:	**544.70**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
174258	CITY WEST IT TELECOM ROOM A/C REPAIRS	841.50
	VENDOR TOTAL:	**841.50**
	DIVISION TOTAL:	**3,104.62**
	DEPARTMENT TOTAL:	**3,104.62**
	FUND TOTAL:	**3,104.62**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
174407	ELECTRICAL INVENTORY	6,330.00
174408	ELECTRICAL INVENTORY	7,564.00
174409	ELECTRICAL INVENTORY	372.50
174410	ELECTRICAL INVENTORY	6,551.25
	VENDOR TOTAL:	**20,817.75**
4333-BARCO MUNICIPAL PRODUCTS, INC		
174429	TRAFFIC SAFETY INVENTORY	484.80
	VENDOR TOTAL:	**484.80**
1197-BORDER STATES ELECTRIC		
174430	ELECTRICAL INVENTORY	109.00
174431	ELECTRICAL INVENTORY	383.12
174432	ELECTRICAL INVENTORY	53.30
174433	ELECTRICAL INVENTORY	199.26
174434	ELECTRICAL INVENTORY	3,978.00
174435	ELECTRICAL INVENTORY	137.17
174436	ELECTRICAL INVENTORY	358.20
174437	ELECTRICAL INVENTORY	98.00
174438	ELECTRICAL INVENTORY	83.30
	VENDOR TOTAL:	**5,399.35**
1519-CRUM ELECTRIC SUPPLY COMPANY		
174454	ELECTRICAL INVENTORY	853.20
	VENDOR TOTAL:	**853.20**
1574-DANA KEPNER COMPANY INC		
174455	WATER INVENTORY	52,283.96
	VENDOR TOTAL:	**52,283.96**
1422-GILLETTE CONTRACTORS SUPPLY INC		
174441	WATER INVENTORY	89.63
174442	WATER INVENTORY	2,026.97
174443	PARKS INVENTORY	487.80

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1422-GILLETTE CONTRACTORS SUPPLY INC		
174444	PARKS INVENTORY	54.20
174445	WATER INVENTORY	277.86
174446	PARKS INVNETORY	391.10
174447	WATER INVENTORY	109.72
174448	WASTEWATER INVENTORY	47.60
174449	WATER INVENTORY	287.85
174450	WATER INVENTORY	3,792.71
174451	WATER INVENTORY	1,868.97
174452	WATER INVENTORY	259.20
	VENDOR TOTAL:	**9,693.61**
4895-HD SUPPLY INC		
174460	WATER INVENTORY- NEW ITEMS	3,192.08
174461	WATER INVENTORY- NEW ITEMS	682.10
174462	WATER INVENTORY- NEW ITEMS	682.10
	VENDOR TOTAL:	**4,556.28**
1479-NEWMAN SIGNS INC		
174470	TRAFIC INVENTORY	290.04
174471	TRAFFIC SAFETY INVENTORY- CAMPOREE	868.89
174472	TRAFFIC SAFETY INVENTORY- CAMPOREE	2,531.83
	VENDOR TOTAL:	**3,690.76**
1511-NORCO INC		
174474	ELECTRICAL INVENTORY	322.12
174475	ELECTRICAL INVENTORY	27.96
174478	ELECTRICAL INVENTORY	45.24
	VENDOR TOTAL:	**395.32**
1785-SHERMAN & REILLY INC		
174488	EW INVENTORY	910.38
174489	EW INVENTORY	4,663.42
	VENDOR TOTAL:	**5,573.80**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
2198-STUART C. IRBY CO		
174491	EW INVENTORY	27,520.00
	VENDOR TOTAL:	**27,520.00**
2731-WATERWORKS INDUSTRIES		
174493	WATER INVENTORY	816.00
	VENDOR TOTAL:	**816.00**
	DIVISION TOTAL:	**132,084.83**
	DEPARTMENT TOTAL:	**132,084.83**

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
2263-WASTE CONNECTIONS OF WYOMING		
174257	WARLOW YARD TRASH	428.90
	VENDOR TOTAL:	**428.90**
	DIVISION TOTAL:	**428.90**
	DEPARTMENT TOTAL:	**428.90**
	FUND TOTAL:	**132,513.73**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
3964-INLAND TRUCK PARTS		
174463	VM INVENTORY	79.73
174464	VM INVENTORY	478.38
	VENDOR TOTAL:	**558.11**
3398-JACK'S TRUCK CENTER INC		
174456	VM INVENTORY	29.62
174457	VM INVENTORY	15.95
174458	VM INVENTORY	55.63
174459	VM INVENTORY	182.12
	VENDOR TOTAL:	**283.32**
4462-JOE JOHNSON EQUIPMENT, LLC		
174465	VM INVENTORY	1,100.00
	VENDOR TOTAL:	**1,100.00**
3295-MCNEILUS TRUCK & MANUFACTURING		
174467	VM INVENTORY	165.69
	VENDOR TOTAL:	**165.69**
1291-MIDLAND IMPLEMENT CO INC		
174468	VM INVENTORY	151.97
	VENDOR TOTAL:	**151.97**
2123-RECORD SUPPLY INC NAPA		
174480	VM INVENTORY	175.08
174481	VM INVENTORY	43.47
174482	PARTS	40.68
174483	VM INVENTORY	148.35
174484	PARTS	168.03
174485	VM INVENTORY	49.96
174486	VM INVENTORY	29.67

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
2123-RECORD SUPPLY INC NAPA		
174487	VM INVENTORY	301.95
	VENDOR TOTAL:	**957.19**
	DIVISION TOTAL:	**3,216.28**
	DEPARTMENT TOTAL:	**3,216.28**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
174282	PARTS	23.00
	VENDOR TOTAL:	**23.00**
1040-ALSCO		
174109	UNIFORM CLEANING	99.21
174119	UNIFORM CLEANING	101.01
174279	UNIFORM CLEANING	100.33
	VENDOR TOTAL:	**300.55**
1167-BIG HORN TIRE INC		
174153	TIRES	794.76
174291	TIRES	3,282.19
	VENDOR TOTAL:	**4,076.95**
1171-BIGHORN HYDRAULICS INC		
174150	PARTS	131.29
174151	PARTS	55.79
174225	PARTS	174.03
	VENDOR TOTAL:	**361.11**
1178-BJ NELSON/NELSON AUTO GLASS		
174156	WINDSHIELD REPLACEMENT	489.21
	VENDOR TOTAL:	**489.21**
2677-CENTRAL TRUCK & DIESEL INC		
174155	PARTS	176.71
174217	PARTS	41.20
	VENDOR TOTAL:	**217.91**
1525-CUMMINS ROCKY MOUNTAIN INC		
174216	PARTS	63.88
	VENDOR TOTAL:	**63.88**
4959-ENERGY AQUISTION		
174219	REPAIRS	970.15
	VENDOR TOTAL:	**970.15**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1848-FASTENAL COMPANY		
174149	PARTS	18.24
	VENDOR TOTAL:	**18.24**
4985-GILLETTE STEEL CENTER		
174223	METAL	150.25
174290	ANGLE IRON	23.93
	VENDOR TOTAL:	**174.18**
3398-JACK'S TRUCK CENTER INC		
174211	REPAIRS	1,299.31
174212	PARTS	-96.55
	VENDOR TOTAL:	**1,202.76**
2197-LADONNA HATCH		
174224	PANEL AND FOAM REPLACEMENT	317.00
	VENDOR TOTAL:	**317.00**
1291-MIDLAND IMPLEMENT CO INC		
174210	PARTS	290.84
174283	PARTS	113.19
	VENDOR TOTAL:	**404.03**
55555-MISC EMPLOYEE VENDOR		
174329	FY23/24 4TH QTR TOOL ALLOWANCE	300.00
174330	FY23/24 4TH QTR TOOL ALLOWANCE	300.00
174331	FY23/24 4TH QTR TOOL ALLOWANCE	300.00
174332	FY23/24 4TH QTR TOOL ALLOWANCE	300.00
174333	FY23/24 4TH QTR TOOL ALLOWANCE	300.00
	VENDOR TOTAL:	**1,500.00**
1511-NORCO INC		
174221	PARTS	122.60
174222	PARTS	1,501.30
	VENDOR TOTAL:	**1,623.90**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3042-O'REILLY AUTO PARTS		
174154	PARTS	9.96
	VENDOR TOTAL:	**9.96**
3929-PURVIS INDUSTRIES, LLC		
174206	PARTS	142.46
174213	PARTS	273.24
174220	PARTS	254.08
	VENDOR TOTAL:	**669.78**
2123-RECORD SUPPLY INC NAPA		
174138	PARTS	363.58
174140	PARTS	197.36
174141	PARTS	9.89
174142	PARTS	39.98
174143	PARTS	10.78
174144	PARTS	250.63
174145	PARTS	64.01
174146	PARTS	119.34
174147	PARTS	15.65
174198	PARTS	543.06
174199	PARTS	35.62
174201	PARTS	18.98
174202	PARTS	57.31
174203	PARTS	254.82
174204	PARTS	36.27
174205	PARTS	17.91
174292	PARTS	6.69
174293	PARTS	392.76
174294	PARTS	9.69
174295	PARTS	22.57

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2123-RECORD SUPPLY INC NAPA		
174296	PARTS	95.96
174297	PARTS	27.90
	VENDOR TOTAL:	**2,590.76**
1976-STOTZ EQUIPMENT		
174152	PARTS	91.94
	VENDOR TOTAL:	**91.94**
2315-THUNDER BASIN FORD LLC		
174284	PARTS	2,100.14
174285	RETURN PARTS	-37.50
174286	RETURN PARTS	-106.20
174287	PARTS	29.36
174288	PARTS	321.25
174289	PARTS	9.56
	VENDOR TOTAL:	**2,316.61**
4433-VIKING-CIVES MIDWEST INC		
174207	PARTS	915.36
	VENDOR TOTAL:	**915.36**
	DIVISION TOTAL:	**18,337.28**
37-VEHICLE REPLACEMENT		
4292-CAR-KNACK INC		
174148	PARTS	3,048.00
	VENDOR TOTAL:	**3,048.00**
3929-PURVIS INDUSTRIES, LLC		
174209	PARTS	21.98
	VENDOR TOTAL:	**21.98**
2123-RECORD SUPPLY INC NAPA		
174139	PARTS	5.30
	VENDOR TOTAL:	**5.30**

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
37-VEHICLE REPLACEMENT		
2289-WESCO DISTRIBUTION INC		
174218	PARTS	499.99
	VENDOR TOTAL:	**499.99**
	DIVISION TOTAL:	**3,575.27**
	DEPARTMENT TOTAL:	**21,912.55**
	FUND TOTAL:	**25,128.83**

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Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
1860-FIRST CLASS AUTO		
174214	REPAIRS	3,645.07
174215	REPAIRS	1,479.75
	VENDOR TOTAL:	**5,124.82**
	DIVISION TOTAL:	**5,124.82**
	DEPARTMENT TOTAL:	**5,124.82**
	FUND TOTAL:	**5,124.82**
	GRAND TOTAL:	**2,953,602.03**

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2432-WYOMING DEPT OF TRANSPORTATION		
174025	TRANSFER LICENSE PLATE	2.00
	VENDOR TOTAL:	**2.00**
	DIVISION TOTAL:	**2.00**
	DEPARTMENT TOTAL:	**2.00**
	FUND TOTAL:	**2.00**
	GRAND TOTAL:	**2.00**

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1511-NORCO INC		
174034	PARTS	27.06
	VENDOR TOTAL:	**27.06**
	DIVISION TOTAL:	**27.06**
	DEPARTMENT TOTAL:	**27.06**
	FUND TOTAL:	**27.06**
	GRAND TOTAL:	**27.06**

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3379-BLACK HILLS ENERGY		
174039	NATURAL GAS - 13144 HIGHWAY 51	32.39
	VENDOR TOTAL:	**32.39**
	DIVISION TOTAL:	**32.39**
	DEPARTMENT TOTAL:	**32.39**
	FUND TOTAL:	**32.39**

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
77777-MISC ONE TIME VENDOR		
174040	UNCLAIMED PROPERTY - J LEACH	38.69
	VENDOR TOTAL:	**38.69**
	DIVISION TOTAL:	**38.69**
	DEPARTMENT TOTAL:	**38.69**
	FUND TOTAL:	**38.69**
	GRAND TOTAL:	**71.08**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
1285-CAMPBELL COUNTY PUBLIC LAND BOARD CAMPLEX		
174355	FY23/24 CAMPOREE AND CAPITAL FUNDING REQUEST #6	391,634.45
	VENDOR TOTAL:	**391,634.45**
2484-CAMPBELL COUNTY TREASURER		
174341	2ND HALF PROPERY TAX 206 CAREY AVE LOT 5E	83.54
	VENDOR TOTAL:	**83.54**
	DIVISION TOTAL:	**391,717.99**
	DEPARTMENT TOTAL:	**391,717.99**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
2484-CAMPBELL COUNTY TREASURER		
174341	2ND HALF PROPERY TAX 206 CAREY AVE LOT 5E	2.84
	VENDOR TOTAL:	**2.84**
	DIVISION TOTAL:	**2.84**
	DEPARTMENT TOTAL:	**2.84**
	FUND TOTAL:	**391,720.83**

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Check Approval Date of 06/11/2024

Invoice Number	Invoice Description	Amount
201-1% FUND		
00-UNDEFINED		
00-UNDEFINED		
1862-FIRST INTERSTATE BANK OF GILLETTE		
174342	CERTIFICATE OF DEPOSIT	2,000,000.00
	VENDOR TOTAL:	**2,000,000.00**
	DIVISION TOTAL:	**2,000,000.00**
	DEPARTMENT TOTAL:	**2,000,000.00**
	FUND TOTAL:	**2,000,000.00**
	GRAND TOTAL:	**2,391,720.83**

Expenditure Approval Report
Check Approval Date of 05/31/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
3960-MII LIFE INSURANCE, INCORPORATED		
174036	WEEKLY CLAIMS	1,775.66
	VENDOR TOTAL:	**1,775.66**
	DIVISION TOTAL:	**1,775.66**
	DEPARTMENT TOTAL:	**1,775.66**
	FUND TOTAL:	**1,775.66**

Expenditure Approval Report
Check Approval Date of 05/31/2024

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
174037	PRESCRIPTION DRUG COSTS, WEEKLY CLAIMS, COTIVITI	122,970.42
	VENDOR TOTAL:	**122,970.42**
	DIVISION TOTAL:	**122,970.42**
	DEPARTMENT TOTAL:	**122,970.42**
	FUND TOTAL:	**122,970.42**
	GRAND TOTAL:	**124,746.08**

Expenditure Approval Report
Check Approval Date of 06/10/2024

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
3960-MII LIFE INSURANCE, INCORPORATED		
174336	WEEKLY CLAIMS	4,146.63
	VENDOR TOTAL:	**4,146.63**
2435-WYOMING STATE		
174337	MAY 2024 SALES AND USE TAX	29.00
	VENDOR TOTAL:	**29.00**
	DIVISION TOTAL:	**4,175.63**
	DEPARTMENT TOTAL:	**4,175.63**
	FUND TOTAL:	**4,175.63**

Expenditure Approval Report
Check Approval Date of 06/10/2024

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
174337	MAY 2024 SALES AND USE TAX	106,857.72
	VENDOR TOTAL:	**106,857.72**
	DIVISION TOTAL:	**106,857.72**
	DEPARTMENT TOTAL:	**106,857.72**

Expenditure Approval Report
Check Approval Date of 06/10/2024

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2697-BLACK HILLS WYOMING LLC		
174335	JUNE 2024 CTII GROUND LEASE	4,391.28
	VENDOR TOTAL:	**4,391.28**
2365-WYODAK RESOURCES DEVELOPMENT CORP		
174338	JUNE 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:	**155,496.06**

Expenditure Approval Report
Check Approval Date of 06/10/2024

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
174337	MAY 2024 SALES AND USE TAX	588.00
	VENDOR TOTAL:	**588.00**
	DIVISION TOTAL:	**588.00**
	DEPARTMENT TOTAL:	**588.00**
	FUND TOTAL:	**588.00**

Expenditure Approval Report
Check Approval Date of 06/10/2024

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
174339	MAY 2024 ADMIN FEES AND STOP/LOSS	96,184.32
174340	PRESCRIPTION DRUG COSTS, WEEKLY CLAIMS, COTIVITI	73,219.73
	VENDOR TOTAL:	**169,404.05**
	DIVISION TOTAL:	**169,404.05**
	DEPARTMENT TOTAL:	**169,404.05**
	FUND TOTAL:	**169,404.05**
	GRAND TOTAL:	**329,663.74**

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

www.gillettewy.gov

DATE: 6/18/2024 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:

City Council 1st Reading Vote: 7/0

City Council 2nd Reading Vote: 7/0

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:

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

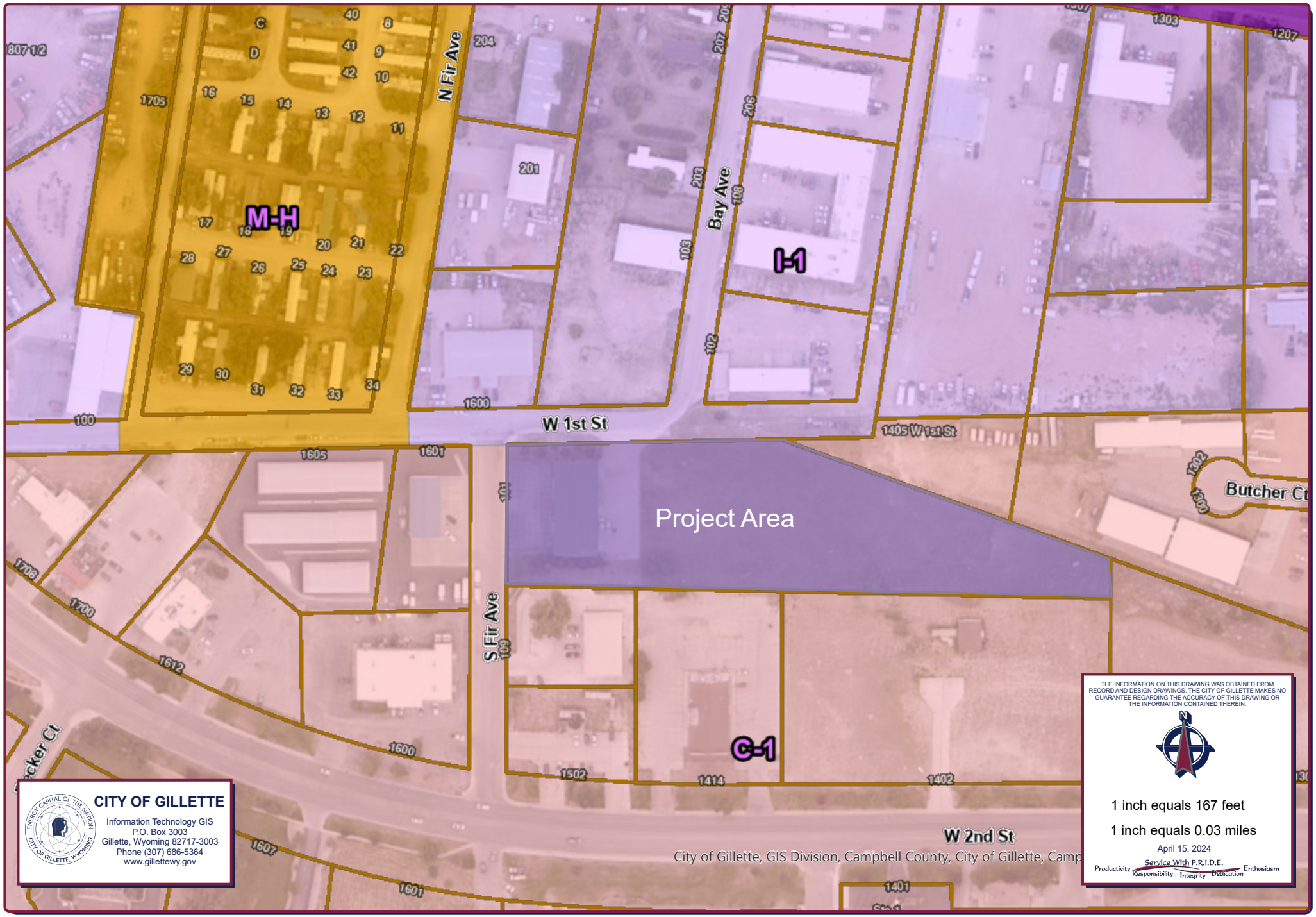
1 inch equals 0.03 miles

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
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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April 15, 2024

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

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
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: 6/18/2024 6:00:00 PM

SUBJECT:

An Ordinance to Amend Chapter 5, Section 5-III-1 of the Gillette City Code to Provide Reciprocity for Contractor Licenses Issued from Other Wyoming Governmental Entities.

BACKGROUND:

City Council 1st Reading Vote: 7/0

City Council 2nd Reading Vote:

Effective July 1, 2024, under W.S. 16-6-1101 (SEA No. 37), the Wyoming State Legislature will require local governments to recognize and grant reciprocity to contractor licenses issued by other Wyoming governmental entities; therefore, the Governing Body of the City of Gillette desires to amend Chapter 5, Section 5-III-1 of the Gillette City Code.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of an Ordinance to Amend Chapter 5, Section 5-III-1 of the Gillette City Code to Provide Reciprocity for Contractor Licenses Issued from Other Wyoming Governmental Entities.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download
Ordinance Amendment

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 5, SECTION 5-III-1 OF THE GILLETTE CITY CODE TO PROVIDE RECIPROCITY FOR CONTRACTOR LICENSES ISSUED FROM OTHER WYOMING GOVERNMENTAL ENTITIES.

RECITAL: Effective July 1, 2024, under W.S. 16-6-1101 (SEA No. 37), the Wyoming State Legislature will require local governments to recognize and grant reciprocity to contractor licenses issued by other Wyoming governmental entities; therefore, the Governing Body of the City of Gillette desires to amend Chapter 5, Section 5-III-1 of the Gillette City Code.

THEREFORE, be it ordained by the governing body of the City of Gillette:

SECTION ONE. Chapter 5, Section 5-III-1 of the Gillette City Code is amended to add the following subsection:

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

(d) Reciprocity regarding licenses from other Wyoming local governments.

(1) Reciprocity; Limitations; Requirements. With respect to contractor licenses issued by another Wyoming city, county, town, or other Wyoming government entity ("Issuing Jurisdiction"), the Board will recognize and grant reciprocity to such licenses ("Reciprocity"). The Board's grant of Reciprocity is limited to licenses from an Issuing Jurisdiction that are of a similar type or class of license as those granted under this Article. If granted Reciprocity, the Board will not require an individual or entity to obtain a separate license issued under Section 5-III-1(a) and 5-III-2(d). The Board's grant of Reciprocity is subject to the following:

(i) The contractor license from an Issuing Jurisdiction must be active;

(ii) The individual or entity must be in good standing with the Issuing Jurisdiction; and,

(iii) The individual or entity must satisfy financial capacity requirements stated in Section 5-III-2(d)(3).

(2) Testing; Proof of Successful Examination; Work Beyond Scope of License. Individuals or entities seeking Reciprocity may avoid testing requirements stated in Section 5-III-13 by providing the Board proof of successful completion of the international code council examination for contractor, plumbing, or mechanical trades, or, in the discretion of the Board, another appropriate examination or equivalent. With respect to fire systems installation, testing, or maintenance, individuals or entities must provide the Board proof of the successful completion of the appropriate manufacturer certification, including the nation institute for certification in engineering technologies, American fire sprinkler association, national fire sprinkler association or, in the discretion of the Board, equivalents. If an individual or entity seeks to perform work that

is either (i) not covered under the license issued by the Issuing Jurisdiction or (ii) perform work that is not at an equivalent level of competency required by the Board, then the Board may require the relevant testing stated in Section 5-III-13 and subsequent licensure.

(3) Applications; Prohibition on Work Prior to Granting of Application; Granting or Denial. Individuals or entities seeking Reciprocity must complete and furnish an application on a form prescribed by the Board. The Board will meet at reasonable intervals to grant or deny applications. Any work performed prior to the Board approving an application is a violation of this Article III. The Board may deny an application if:

(i) The application is incomplete, inaccurate, or contains misleading or false information;

(ii) The individual or entity fails to furnish the proof or complete the testing required by Section 5-III-1(d)(1)(iii) or Section 5-III-1(d)(2); or

(iii) The individual or entity has previously had a license revoked or suspended by the Board.

(4) Renewals. Any Reciprocity granted must be renewed annually. All renewals must use the same form and procedure stated in Section 5-III-1(d)(1-3). An individual or entity seeking a renewal of Reciprocity must submit the required application no later than the same month and day the Board first granted Reciprocity. Failure to renew a grant of Reciprocity renders such Reciprocity null and void. Any work performed after Reciprocity expires, but prior to obtaining renewal of Reciprocity, is a violation of this Article III.

(5) Ongoing Obligations and Responsibilities; Suspensions. Unless otherwise specified in this subsection, any individual or entity receiving Reciprocity must adhere to the same obligations and responsibilities imposed on licensees and contractors under Article III. Any individual or entity receiving Reciprocity must inform the Board if their license from the Issuing Jurisdiction becomes inactive or they are no longer in good standing with the Issuing Jurisdiction. The individual or entity must provide the Board with written notice within seven (7) days of the occurrence of such an event. The Board may suspend Reciprocity:

(i) For the reasons stated in Section 5-III-10;

(ii) The license from the Issuing Jurisdiction becomes inactive; or,

(iii) The individual or entity is no longer in good standing with the Issuing Jurisdiction.

Any suspension proceeding will adhere to the procedures stated in Section 5-III-10.

(6) Fees. The Board will not charge a fee for a grant of Reciprocity. If an individual or entity seeks to perform work that is either (i) not covered under the license issued by the Issuing Jurisdiction or (ii) perform work that is not at an equivalent level of competency required by the

Board, then the Board may charge a fee under the relevant "New" category stated in Section 5-III-7.

First Reading: June __, 2024.

Second Reading: June __, 2024.

PASSED AND APPROVED on Third and Final Reading this ____ day of June 2024.

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Published: Gillette News Record

Date: _____

Signed: _____

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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

Snow Debrief

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Sawley Wilde, Public Works 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: 6/18/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Street Closure at 3rd Street Plaza from 10:00 a.m. to 2:30 p.m. on August 24, 2024 which will involve outdoor music, requested by Campbell County Health.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

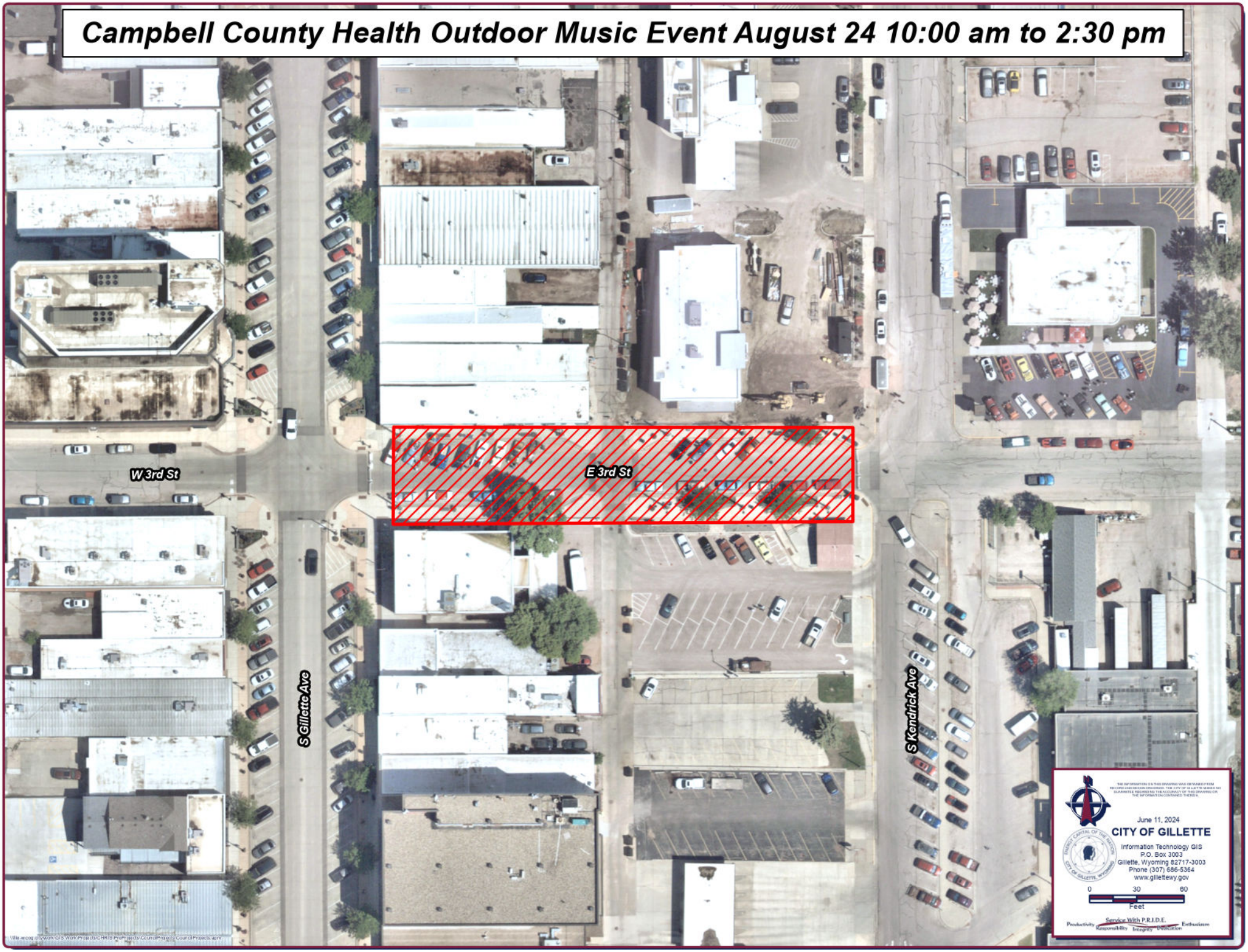
STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download
Map

Campbell County Health Outdoor Music Event August 24 10:00 am to 2:30 pm



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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the 2023 Water Main Interconnect Project to DRM, Inc., in the Amount of $597,968.42 (1% Project).

BACKGROUND:

The 2023 Water Main Interconnect Project consists of installing new water main and connections in three different project locations. The primary locations that will be impacted include: Beaver Dr, Melissa Dr, Dryfork Dr, Hillcrest Dr, and Bluffs Ridge Dr (see attached map).

HISTORY: Original installation of utilities and surfacing in the area – 2006

Additional development was planned in the area but never occurred that would have improved water pressures in the area.

WHY NEEDED: The neighborhood along Melissa Dr has low water pressure (near DEQ minimums) in the area. With the elevation differences in topography, the low water pressure is a constant concern. In addition, this project installs connections across the three primary pressure zones in town to allow service in an emergency. For example, if a water main break happens in one zone, a few valves or a pump can then be turned open to allow for back-feeding one pressure zone to another. At this current time there is no way to back-feed either water pressure zone.

WHAT WE'RE DOING: This project will install a new 8" line to connect a portion of the Sage Valley Estates onto a higher pressure water zone. A new 8" line will also be installed in Dry Fork Drive to avoid dead ends in the water system. A new connection point will be installed near Skyline Drive to allow a trailer mounted pump to fill the Bell Knob water tank if Pump Station 3 is inoperable.

SCHEDULE: The anticipated schedule for this project is to begin in the fall of 2024 and be completed in the winter of 2024.

ACTUAL COST VS. BUDGET:

Three (3) contractors submitted regular and responsive bids. Morrison-Maierle reviewed the bids received at 2:30 PM on June 6th, 2024, for the referenced project.

Bid summary results:

Bidder	Base Bid	Alt 1	Alt 2	Alt 3

DRM	$305,722.66	$108,708.68	$53,136.66	$58,400.42
Dan Hart	$296,809.01	$182,754.50	$68,994.20	$74,405.00
Hot Iron	$328,472.08	$188,590.86	$59,682.99	$81,469.40
Eng Est	$362,700.80	$177,209.20	$42,270.00	$65,740.00

Recommended Award Total of Base Bid + Alt1 + Alt 3 + Alt 3 = $597,968.42

The Base Bid included all work necessary to increase water pressure requirements. Alternate 1 was to install additional water main to improve water quality in the area (IE looping the water main). Alternate 2 was a connection between Pressure Zone 1 and Pressure Zone 2 for emergency use (only when needed). Alternate 3 was a connection between Pressure Zone 2 and Pressure Zone 3 for emergency use (only when needed).
The project was split into alternates to best use the available budget. Staff recommends awarding the base bid and all three alternates.

This project is fully funded with the Optional 1% Sales Tax Fund with an allocation of $500,000 in FY2024 and an additional $100,000 from previous project savings.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the 2023 Water Main Interconnect Project to DRM, Inc., in the Amount of $597,968.42 (1% Project).

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
Recommendation letter
Project Map

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists

2200 FOOTHILLS BLVD, SUITE A • GILLETTE, WY 82716
307.685.3780 • www.m-m.net

June 11, 2024

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

RE: 2023 Water Main Interconnect Project
Project No. 23EN06 MMI# 4323.066

Mr. Schoen:

Morrison-Maierle has reviewed the three bids received at 2:30 p.m. on June 6, 2023, for the 2023 Water Main Interconnect Project. All three bids are recommended for acceptance as responsive bids.

The following Contractors submitted bids:

- DRM, Inc. — Gillette, WY
- Dan Hart Patrol, LLC. — Upton, WY
- Hot Iron, Inc. — Gillette, WY

All three bids are considered responsive bids and appeared to meet all requirements. Bids were signed, sealed, used City of Gillette forms, and had bid bonds for the correct amounts. DRM had a single mathematical error on the base bid price, that resulted in an increase of $0.01 to the base bid but did not affect the total bid price.

All three contractors submitted a Wyoming Residency Certificate. The 5% Wyoming Preference Act of 1971, W.S. 16-6-201 did not cause a change in the lowest bidder order.

The following table summarizes the bids received, as well as the Engineer's Estimate.

Bidder	Base Bid	Add Alt 1	Add Alt 2	Add Alt 3	Total
DRM, Inc.	$ 305,722.66	$ 180,708.68	$ 53,136.66	$ 58,400.42	$ 597,968.42
Dan Hart Patrol, LLC.	$ 296,809.91	$ 182,754.50	$ 68,994.20	$ 74,405.00	$ 622,962.71
Hot Iron, Inc	$ 328,472.08	$ 188,590.86	$ 59,692.99	$ 81,469.40	$ 658,225.33
Engineer's Estimate	$ 362,700.80	$ 177,209.20	$ 42,270.00	$ 658,225.33	$ 647,920.00

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists

The low bid received was $49,951.58, or approximately 7.71%, lower than the Engineer's Estimate. The high bid was approximately 1.59% higher ($10,305.33) than the Engineer's Estimate.

With the range and quantity of bids, it is our opinion that the bids received were competitive.

Based on this bid, we recommend awarding the Contract for the 2023 Water Main Replacement Project to DRM, Inc., in the amount of $597,968.42, contingent upon City of Gillette funds.

We have also attached the official bid tabulation. Please review and let us know if you have any questions.

Sincerely,
MORRISON-MAIERLE, INC.

Riley Olson, P.E.
Project Manager

Encl (1): Bid Tabulation

2023 WATER MAIN INTERCONNECT PROJECT
PROJECT 23EN06
BID TABULATION

Item No.	DESCRIPTION	UNITS	BID QTY	DRM, INC. P.O. BOX 1002 GILLETTE, WY 82717		DAN HART PATROL SERVICE, LLC P.O BOX 619 UPTON, WY 82730		HOT IRON, INC P.O. BOX 1067 GILLETTE, WY 82717		ENGINEER'S ESTIMATE	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
01020.01	MOBILIZATION	LS	1	$ 23,561.00	$ 23,561.00	$ 20,000.00	$ 20,000.00	$ 33,277.50	$ 33,277.50	$ 15,000.00	$ 15,000.00
01020.02	CONTRACT BONDS	LS	1	$ 3,057.00	$ 3,057.00	$ 3,900.00	$ 3,900.00	$ 3,950.00	$ 3,950.00	$ 8,000.00	$ 8,000.00
01020.03	FORCE ACCOUNT	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
01500.11	CONSTRUCTION STORMWATER MANAGEMENT	LS	1	$ 696.50	$ 696.50	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00	$ 4,000.00	$ 4,000.00
01510.01	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1	$ 2,794.00	$ 2,794.00	$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00	$ 4,000.00	$ 4,000.00
01510.02	FLAGGING	1/4 HR	40	$ 38.00	$ 1,520.00	$ 50.00	$ 2,000.00	$ 27.00	$ 1,080.00	$ 25.00	$ 1,000.00
01510.03	PROJECT IDENTIFICATION SIGN	EA	1	$ 721.00	$ 721.00	$ 2,300.00	$ 2,300.00	$ 1,479.40	$ 1,479.40	$ 1,300.00	$ 1,300.00
01510.04	SOLID DOUBLE YELLOW CENTER STRIPE	LF	60	$ 2.65	$ 159.00	$ 6.70	$ 402.00	$ 2.30	$ 138.00	$ 10.00	$ 600.00
01510.05	SOLID WHITE EDGE LINE	LF	60	$ 1.30	$ 78.00	$ 6.70	$ 402.00	$ 1.15	$ 69.00	$ 10.00	$ 600.00
02050.02	REMOVE EXISTING WATER MAIN	LF	20	$ 6.55	$ 131.00	$ 25.00	$ 500.00	$ 15.00	$ 300.00	$ 10.00	$ 200.00
02050.05	REMOVE EXISTING FITTING	EA	1	$ 219.00	$ 219.00	$ 500.00	$ 500.00	$ 350.00	$ 350.00	$ 200.00	$ 200.00
02075.01	REMOVAL OF EXISTING ASPHALT PAVEMENT	SY	400	$ 5.45	$ 2,180.00	$ 6.50	$ 2,600.00	$ 7.00	$ 2,800.00	$ 5.00	$ 2,000.00
02210.01	UNLCASSIFIED EXCAVATION ABOVE SUBGRADE	CY	67	$ 2.75	$ 183.43	$ 20.09	$ 1,340.00	$ 12.00	$ 800.40	$ 12.00	$ 800.40
02210.03	REJECTED MATERIAL DISPOSAL	CY	50	$ 12.25	$ 612.50	$ 50.00	$ 2,500.00	$ 20.00	$ 1,000.00	$ 20.00	$ 1,000.00
02210.04	SURPLUS MATERIAL DISPOSAL	CY	67	$ 12.25	$ 817.08	$ 40.18	$ 2,680.01	$ 14.00	$ 933.80	$ 12.00	$ 800.40
02210.06	IMPORTED BORROW (SAND)	CY	50	$ 14.30	$ 715.00	$ 25.00	$ 1,250.00	$ 21.75	$ 1,087.50	$ 20.00	$ 1,000.00
02210.0818	18" SUBGRADE PROCESSING FOR PATCH	SY	400	$ 3.55	$ 1,420.00	$ 14.00	$ 5,600.00	$ 13.00	$ 5,200.00	$ 20.00	$ 8,000.00
02220.01	EXPLORATORY EXCAVATION	HR	10	$ 298.35	$ 2,983.50	$ 350.00	$ 3,500.00	$ 310.00	$ 3,100.00	$ 600.00	$ 6,000.00
02220.02	UNDERGROUND FACILITY LOCATES	EA	5	$ 198.70	$ 993.50	$ 300.00	$ 1,500.00	$ 450.00	$ 2,250.00	$ 250.00	$ 1,250.00
02220.03	UNDERGROUND FACILITY CROSSING	EA	1	$ 657.30	$ 657.30	$ 1,000.00	$ 1,000.00	$ 650.00	$ 650.00	$ 500.00	$ 500.00
02225.01	INSTALL TYPE 1 PIPE BEDDING	TN	50	$ 45.55	$ 2,277.50	$ 70.00	$ 3,500.00	$ 35.76	$ 1,788.00	$ 50.00	$ 2,500.00
02225.04	INSTALL CEMENT TREATED FILL PIPE SADDLE	EA	1	$ 2,746.50	$ 2,746.50	$ 2,800.00	$ 2,800.00	$ 737.20	$ 737.20	$ 1,200.00	$ 1,200.00
02231.0106	6" AGGREGATE BASE	SY	400	$ 19.80	$ 7,920.00	$ 13.50	$ 5,400.00	$ 17.53	$ 7,012.00	$ 16.00	$ 6,400.00
02512.0206	6" ASPHALTIC CONCRETE PATCH	SY	400	$ 132.65	$ 53,060.00	$ 125.40	$ 50,160.00	$ 115.00	$ 46,000.00	$ 120.00	$ 48,000.00
02570.01	ADJUST MANHOLE	EA	2	$ 566.00	$ 1,132.00	$ 1,200.00	$ 2,400.00	$ 899.59	$ 1,799.18	$ 750.00	$ 1,500.00
02570.02	REPLACE MANHOLE ADJUSTING RINGS	VF	1	$ 520.00	$ 520.00	$ 300.00	$ 300.00	$ 454.76	$ 454.76	$ 250.00	$ 250.00
02570.05	ADJUST WATER VALVE BOX	EA	4	$ 126.00	$ 504.00	$ 500.00	$ 2,000.00	$ 583.07	$ 2,332.28	$ 500.00	$ 2,000.00
02665.0108	INSTALL 8" WATER MAIN	LF	1,375	$ 52.55	$ 72,256.25	$ 41.40	$ 56,925.00	$ 55.15	$ 75,831.25	$ 70.00	$ 96,250.00
02665.03080808	INSTALL 8" x 8" x 8" TEE	EA	1	$ 1,422.00	$ 1,422.00	$ 1,000.00	$ 1,000.00	$ 1,779.38	$ 1,779.38	$ 1,500.00	$ 1,500.00
02665.0408	INSTALL 8" x 8" CROSS	EA	1	$ 2,359.00	$ 2,359.00	$ 1,150.00	$ 1,150.00	$ 1,992.20	$ 1,992.20	$ 1,700.00	$ 1,700.00
02665.0708	INSTALL 8" x 22½° ELBOW	EA	2	$ 978.00	$ 1,956.00	$ 750.00	$ 1,500.00	$ 1,279.00	$ 2,558.00	$ 1,500.00	$ 3,000.00
02665.1108	INSTALL 8" GATE VALVE	EA	2	$ 3,370.00	$ 6,740.00	$ 3,400.00	$ 6,800.00	$ 3,428.82	$ 6,857.64	$ 3,000.00	$ 6,000.00
02665.18	CONNECT TO EXISTING WATER MAIN	EA	4	$ 2,171.65	$ 8,686.60	$ 4,000.00	$ 16,000.00	$ 2,402.31	$ 9,609.24	$ 1,500.00	$ 6,000.00
02665.19	INSTALL AIR VACUUM AND RELEASE VALVE (2")	EA	1	$ 18,217.00	$ 18,217.00	$ 12,500.00	$ 12,500.00	$ 19,114.04	$ 19,114.04	$ 40,000.00	$ 40,000.00
02665.24	INSTALL TEST STATION	EA	1	$ 850.00	$ 850.00	$ 750.00	$ 750.00	$ 244.56	$ 244.56	$ 400.00	$ 400.00
02895.02	INSTALL GEOGRID	SY	100	$ 3.50	$ 350.00	$ 9.00	$ 900.00	$ 8.89	$ 889.00	$ 10.00	$ 1,000.00
02900.09	HYDROSEEDING	SF	27,500	$ 0.27	$ 7,425.00	$ 0.30	$ 8,250.00	$ 0.18	$ 4,950.00	$ 0.50	$ 13,750.00
SP-01020.04	MATERIALS TESTING	LS	1	$ 4,908.00	$ 4,908.00	$ 6,000.00	$ 6,000.00	$ 4,255.00	$ 4,255.00	$ 2,500.00	$ 2,500.00
SP-01020.05	CONSTRUCTION SURVEY	LS	1	$ 3,316.00	$ 3,316.00	$ 4,500.00	$ 4,500.00	$ 2,788.75	$ 2,788.75	$ 2,500.00	$ 2,500.00
SP-02665.31	ADJUST RESIDENTIAL PRESSURE TANKS	LS	1	$ 45,578.00	$ 45,578.00	$ 32,000.00	$ 32,000.00	$ 44,514.00	$ 44,514.00	$ 50,000.00	$ 50,000.00
	TOTAL BASE BID				**$ 305,722.66**		**$ 296,809.01**		**$ 328,472.08**		**$ 362,700.80**
01020.01	MOBILIZATION	LS	1	$ 20,084.70	$ 20,084.70	$ 9,250.00	$ 9,250.00	$ 21,900.00	$ 21,900.00	$ 15,000.00	$ 15,000.00
01020.02	CONTRACT BONDS	LS	1	$ 1,807.03	$ 1,807.03	$ 2,050.00	$ 2,050.00	$ 2,380.00	$ 2,380.00	$ 8,000.00	$ 8,000.00
01020.03	FORCE ACCOUNT	LS	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
01500.11	CONSTRUCTION STORMWATER MANAGEMENT	LS	1	$ 692.50	$ 692.50	$ 5,000.00	$ 5,000.00	$ 1,200.00	$ 1,200.00	$ 4,000.00	$ 4,000.00
01510.01	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1	$ 2,778.45	$ 2,778.45	$ 5,000.00	$ 5,000.00	$ 4,250.00	$ 4,250.00	$ 4,000.00	$ 4,000.00
01510.02	FLAGGING	1/4 HR	20	$ 18.00	$ 360.00	$ 45.00	$ 900.00	$ 27.00	$ 540.00	$ 25.00	$ 500.00
02050.02	REMOVE EXISTING WATER MAIN	LF	20	$ 7.00	$ 140.00	$ 25.00	$ 500.00	$ 12.00	$ 240.00	$ 20.00	$ 400.00
02075.01	REMOVAL OF EXISTING ASPHALT PAVEMENT	SY	260	$ 4.65	$ 1,209.00	$ 5.00	$ 1,300.00	$ 7.00	$ 1,820.00	$ 4.00	$ 1,040.00
02075.04	REMOVAL OF SIDEWALK	SF	40	$ 1.55	$ 62.00	$ 10.00	$ 400.00	$ 5.00	$ 200.00	$ 4.00	$ 160.00
02075.06	REMOVE CURB & GUTTER	LF	10	$ 4.65	$ 46.50	$ 20.00	$ 200.00	$ 18.00	$ 180.00	$ 15.00	$ 150.00
02210.01	UNLCASSIFIED EXCAVATION ABOVE SUBGRADE	CY	43	$ 4.00	$ 173.20	$ 15.00	$ 649.50	$ 14.00	$ 606.20	$ 12.00	$ 519.60
02210.04	SURPLUS MATERIAL DISPOSAL	CY	43	$ 9.50	$ 411.35	$ 50.00	$ 2,165.00	$ 10.00	$ 433.00	$ 12.00	$ 519.60
02210.0818	18" SUBGRADE PROCESSING FOR PATCH	SY	260	$ 5.15	$ 1,339.00	$ 14.00	$ 3,640.00	$ 14.00	$ 3,640.00	$ 20.00	$ 5,200.00
02220.02	UNDERGROUND FACILITY LOCATES	EA	4	$ 198.00	$ 792.00	$ 300.00	$ 1,200.00	$ 650.00	$ 2,600.00	$ 250.00	$ 1,000.00
02220.03	UNDERGROUND FACILITY CROSSING	EA	5	$ 698.20	$ 3,491.00	$ 700.00	$ 3,500.00	$ 750.00	$ 3,750.00	$ 500.00	$ 2,500.00
02231.0106	6" AGGREGATE BASE	SY	260	$ 20.20	$ 5,252.00	$ 14.00	$ 3,640.00	$ 17.79	$ 4,625.40	$ 16.00	$ 4,160.00
02512.0206	6" ASPHALTIC CONCRETE PATCH	SY	260	$ 164.90	$ 42,874.00	$ 159.00	$ 41,340.00	$ 144.75	$ 37,635.00	$ 120.00	$ 31,200.00
02528.0130	INSTALL NEW 30" CURB & GUTTER	LF	10	$ 197.90	$ 1,979.00	$ 150.00	$ 1,500.00	$ 121.00	$ 1,210.00	$ 70.00	$ 700.00
02530.0104	INSTALL CONCRETE SIDEWALK (4")	SF	40	$ 19.80	$ 792.00	$ 35.00	$ 1,400.00	$ 41.25	$ 1,650.00	$ 20.00	$ 800.00
02530.10	INSTALL SPLASH PAN FOR FIRE HYDRANT	SF	16	$ 26.40	$ 422.40	$ 20.00	$ 320.00	$ 42.25	$ 676.00	$ 10.00	$ 160.00
02570.01	ADJUST MANHOLE	EA	1	$ 771.00	$ 771.00	$ 1,000.00	$ 1,000.00	$ 899.59	$ 899.59	$ 750.00	$ 750.00
02570.02	REPLACE MANHOLE ADJUSTING RINGS	VF	1	$ 656.00	$ 656.00	$ 400.00	$ 400.00	$ 454.76	$ 454.76	$ 250.00	$ 250.00
02570.05	ADJUST WATER VALVE BOX	EA	6	$ 125.50	$ 753.00	$ 500.00	$ 3,000.00	$ 583.07	$ 3,498.42	$ 500.00	$ 3,000.00
02570.08	ADJUST FIRE HYDRANT	VF	1	$ 1,185.00	$ 1,185.00	$ 1,100.00	$ 1,100.00	$ 1,738.53	$ 1,738.53	$ 800.00	$ 800.00
02645.01	INSTALL FIRE HYDRANT ASSEMBLY COMPLETE	EA	1	$ 14,157.00	$ 14,157.00	$ 4,850.00	$ 4,850.00	$ 6,822.23	$ 6,822.23	$ 5,000.00	$ 5,000.00
02665.03080608	INSTALL 8" x 6" x 8" TEE	EA	1	$ 1,384.75	$ 1,384.75	$ 850.00	$ 850.00	$ 1,845.60	$ 1,845.60	$ 1,500.00	$ 1,500.00
02665.03120812	INSTALL 12" x 8" x 12" TEE	EA	2	$ 1,871.25	$ 3,742.50	$ 1,400.00	$ 2,800.00	$ 2,303.68	$ 4,607.36	$ 2,000.00	$ 4,000.00
02665.1106	INSTALL 6" GATE VALVE	EA	1	$ 2,530.30	$ 2,530.30	$ 3,550.00	$ 3,550.00	$ 3,094.71	$ 3,094.71	$ 2,500.00	$ 2,500.00
02665.1108	INSTALL 8" GATE VALVE	EA	1	$ 3,383.00	$ 3,383.00	$ 4,150.00	$ 4,150.00	$ 3,654.77	$ 3,654.77	$ 3,000.00	$ 3,000.00
02665.1112	INSTALL 12" GATE VALVE	EA	2	$ 5,643.00	$ 11,286.00	$ 5,700.00	$ 11,400.00	$ 6,231.26	$ 12,462.52	$ 4,000.00	$ 8,000.00
02665.18	CONNECT TO EXISTING WATER MAIN	EA	4	$ 1,899.00	$ 7,596.00	$ 3,500.00	$ 14,000.00	$ 2,855.20	$ 11,420.80	$ 1,500.00	$ 6,000.00
02665.24	INSTALL TEST STATION	EA	1	$ 555.00	$ 555.00	$ 500.00	$ 500.00	$ 194.62	$ 194.62	$ 400.00	$ 400.00

2023 WATER MAIN INTERCONNECT PROJECT
PROJECT 23EN06
BID TABULATION

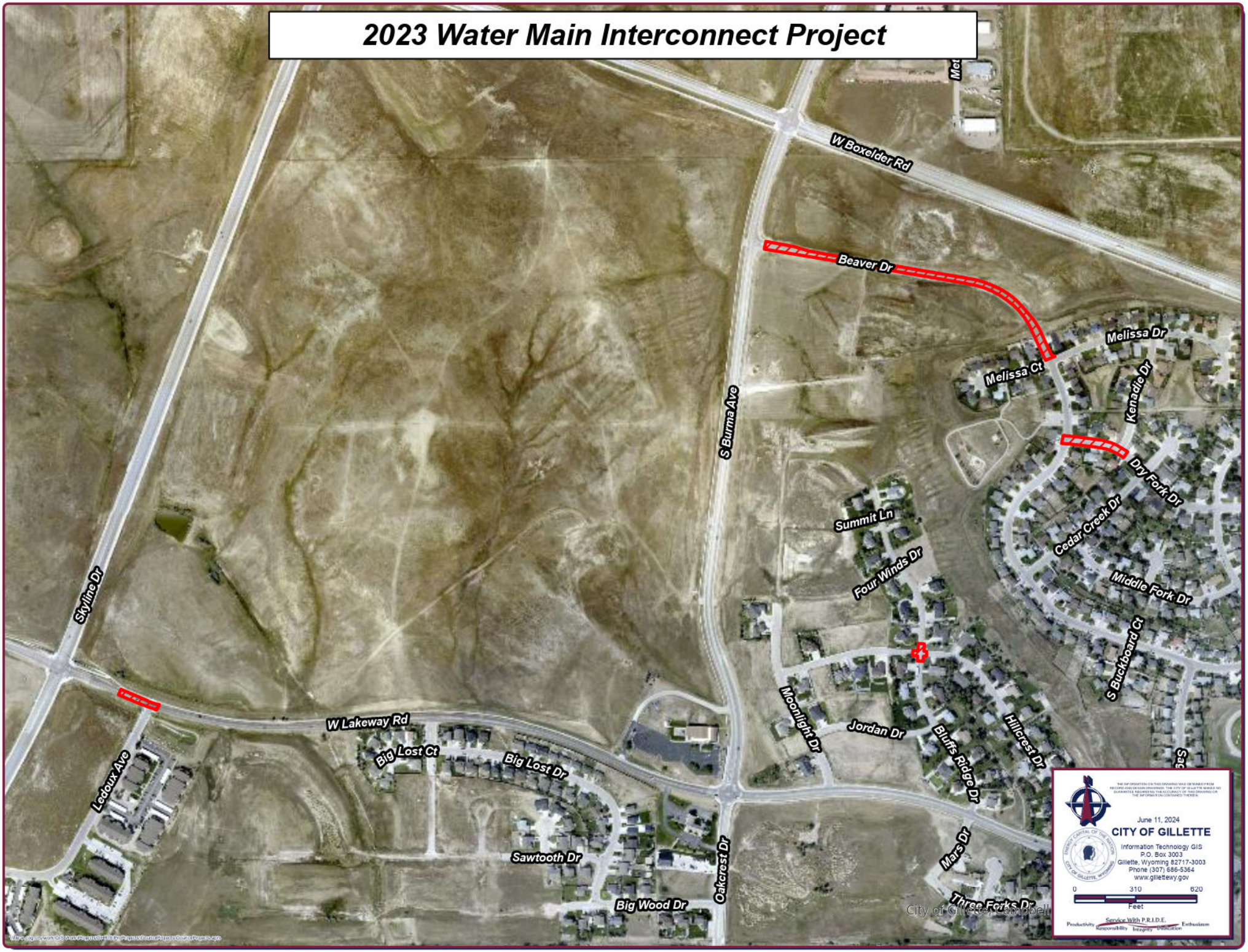
Item No.	DESCRIPTION	UNITS	BID QTY	DRM, INC. P.O. BOX 1002 GILLETTE, WY 82717		DAN HART PATROL SERVICE, LLC P.O BOX 619 UPTON, WY 82730		HOT IRON, INC P.O. BOX 1067 GILLETTE, WY 82717		ENGINEER'S ESTIMATE	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
02665.2908	INSTALL 8" HORIZONTAL DIRECTIONAL DRILLED WATER MAIN	LF	320	$ 96.50	$ 30,880.00	$ 110.00	$ 35,200.00	$ 107.93	$ 34,537.60	$ 150.00	$ 48,000.00
SP-01020.04	MATERIALS TESTING	LS	1	$ 4,880.50	$ 4,880.50	$ 3,000.00	$ 3,000.00	$ 2,760.00	$ 2,760.00	$ 2,000.00	$ 2,000.00
SP-01020.05	CONSTRUCTION SURVEY	LS	1	$ 2,242.50	$ 2,242.50	$ 3,000.00	$ 3,000.00	$ 1,063.75	$ 1,063.75	$ 2,000.00	$ 2,000.00
TOTAL BID ALT 1					**$ 180,708.68**		**$ 182,754.50**		**$ 188,590.86**		**$ 177,209.20**
01020.01	MOBILIZATION	LS	1	$ 11,145.41	$ 11,145.41	$ 3,500.00	$ 3,500.00	$ 7,875.00	$ 7,875.00	$ 5,000.00	$ 5,000.00
01020.02	CONTRACT BONDS	LS	1	$ 558.00	$ 558.00	$ 950.00	$ 950.00	$ 750.00	$ 750.00	$ 2,000.00	$ 2,000.00
01020.03	FORCE ACCOUNT	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
01500.11	CONSTRUCTION STORMWATER MANAGEMENT	LS	1	$ 699.00	$ 699.00	$ 5,000.00	$ 5,000.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
01510.01	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1	$ 1,228.00	$ 1,228.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00
01510.02	FLAGGING	1/4 HR	20	$ 17.75	$ 355.00	$ 45.00	$ 900.00	$ 27.00	$ 540.00	$ 25.00	$ 500.00
02050.02	REMOVE EXISTING WATER MAIN	LF	10	$ 6.60	$ 66.00	$ 50.00	$ 500.00	$ 15.00	$ 150.00	$ 20.00	$ 200.00
02075.01	REMOVAL OF EXISTING ASPHALT PAVEMENT	SY	30	$ 4.70	$ 141.00	$ 20.00	$ 600.00	$ 16.00	$ 480.00	$ 4.00	$ 120.00
02210.01	UNLCASSIFIED EXCAVATION ABOVE SUBGRADE	CY	5	$ 2.55	$ 12.75	$ 100.00	$ 500.00	$ 25.00	$ 125.00	$ 12.00	$ 60.00
02210.04	SURPLUS MATERIAL DISPOSAL	CY	5	$ 9.55	$ 47.75	$ 100.00	$ 500.00	$ 26.00	$ 130.00	$ 12.00	$ 60.00
02210.0818	18" SUBGRADE PROCESSING FOR PATCH	SY	30	$ 8.65	$ 259.50	$ 50.00	$ 1,500.00	$ 18.00	$ 540.00	$ 20.00	$ 600.00
02220.03	UNDERGROUND FACILITY CROSSING	EA	1	$ 220.00	$ 220.00	$ 1,000.00	$ 1,000.00	$ 450.00	$ 450.00	$ 500.00	$ 500.00
02231.0106	6" AGGREGATE BASE	SY	30	$ 20.00	$ 600.00	$ 17.00	$ 510.00	$ 19.68	$ 590.40	$ 16.00	$ 480.00
02512.0206	6" ASPHALTIC CONCRETE PATCH	SY	30	$ 412.95	$ 12,388.50	$ 464.14	$ 13,924.20	$ 360.50	$ 10,815.00	$ 120.00	$ 3,600.00
02570.05	ADJUST WATER VALVE BOX	EA	3	$ 103.15	$ 309.45	$ 750.00	$ 2,250.00	$ 583.07	$ 1,749.21	$ 500.00	$ 1,500.00
02665.0108	INSTALL 8" WATER MAIN	LF	15	$ 102.40	$ 1,536.00	$ 100.00	$ 1,500.00	$ 129.89	$ 1,948.35	$ 70.00	$ 1,050.00
02665.03080808	INSTALL 8" x 8" x 8" TEE	EA	2	$ 1,589.50	$ 3,179.00	$ 900.00	$ 1,800.00	$ 2,229.38	$ 4,458.76	$ 1,500.00	$ 3,000.00
02665.0808	INSTALL 8" x 45° ELBOW	EA	2	$ 1,306.60	$ 2,613.20	$ 950.00	$ 1,900.00	$ 1,785.03	$ 3,570.06	$ 1,500.00	$ 3,000.00
02665.1108	INSTALL 8" GATE VALVE	EA	1	$ 3,280.10	$ 3,280.10	$ 3,200.00	$ 3,200.00	$ 4,574.27	$ 4,574.27	$ 3,000.00	$ 3,000.00
02665.18	CONNECT TO EXISTING WATER MAIN	EA	4	$ 1,827.25	$ 7,309.00	$ 2,900.00	$ 11,600.00	$ 2,612.11	$ 10,448.44	$ 1,500.00	$ 6,000.00
02900.09	HYDROSEEDING	SF	1,200	$ 0.27	$ 324.00	$ 0.30	$ 360.00	$ 0.18	$ 216.00	$ 0.50	$ 600.00
SP-01020.04	MATERIALS TESTING	LS	1	$ 1,598.50	$ 1,598.50	$ 3,500.00	$ 3,500.00	$ 1,380.00	$ 1,380.00	$ 1,000.00	$ 1,000.00
SP-01020.05	CONSTRUCTION SURVEY	LS	1	$ 266.50	$ 266.50	$ 3,500.00	$ 3,500.00	$ 402.50	$ 402.50	$ 1,000.00	$ 1,000.00
TOTAL BID ALT 2					**$ 53,136.66**		**$ 68,994.20**		**$ 59,692.99**		**$ 42,270.00**
01020.01	MOBILIZATION	LS	1	$ 4,045.00	$ 4,045.00	$ 3,750.00	$ 3,750.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00
01020.02	CONTRACT BONDS	LS	1	$ 584.00	$ 584.00	$ 1,025.00	$ 1,025.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
01020.03	FORCE ACCOUNT	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
01500.11	CONSTRUCTION STORMWATER MANAGEMENT	LS	1	$ 697.40	$ 697.40	$ 3,500.00	$ 3,500.00	$ 2,350.00	$ 2,350.00	$ 2,000.00	$ 2,000.00
01510.01	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1	$ 1,093.00	$ 1,093.00	$ 3,500.00	$ 3,500.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
01510.02	FLAGGING	1/4 HR	20	$ 17.70	$ 354.00	$ 45.00	$ 900.00	$ 27.00	$ 540.00	$ 25.00	$ 500.00
02075.04	REMOVAL OF SIDEWALK	SF	240	$ 1.60	$ 384.00	$ 8.00	$ 1,920.00	$ 4.00	$ 960.00	$ 4.00	$ 960.00
02273.01	INSTALL CLASS 1 RIP RAP	CY	8	$ 105.50	$ 844.00	$ 100.00	$ 800.00	$ 73.38	$ 587.04	$ 60.00	$ 480.00
02530.0104	INSTALL CONCRETE SIDEWALK (4")	SF	240	$ 13.25	$ 3,180.00	$ 40.25	$ 9,660.00	$ 41.25	$ 9,900.00	$ 20.00	$ 4,800.00
02570.06	ADJUST WATER SERVICE CURB STOP	EA	2	$ 55.70	$ 111.40	$ 750.00	$ 1,500.00	$ 300.00	$ 600.00	$ 1,000.00	$ 2,000.00
02665.1108	INSTALL 8" GATE VALVE	EA	2	$ 3,311.06	$ 6,622.12	$ 3,200.00	$ 6,400.00	$ 3,971.54	$ 7,943.08	$ 3,000.00	$ 6,000.00
02665.1112	INSTALL 12" GATE VALVE	EA	1	$ 5,773.50	$ 5,773.50	$ 4,600.00	$ 4,600.00	$ 7,131.52	$ 7,131.52	$ 4,000.00	$ 4,000.00
02665.1501	INSTALL 1" WATER SERVICE	LF	150	$ 31.85	$ 4,777.50	$ 30.00	$ 4,500.00	$ 56.92	$ 8,538.00	$ 10.00	$ 1,500.00
02665.18	CONNECT TO EXISTING WATER MAIN	EA	4	$ 2,375.00	$ 9,500.00	$ 3,500.00	$ 14,000.00	$ 2,972.46	$ 11,889.84	$ 1,500.00	$ 6,000.00
SP-01020.04	MATERIALS TESTING	LS	1	$ 730.00	$ 730.00	$ 2,500.00	$ 2,500.00	$ 632.50	$ 632.50	$ 1,000.00	$ 1,000.00
SP-01020.05	CONSTRUCTION SURVEY	LS	1	$ 2,191.00	$ 2,191.00	$ 2,500.00	$ 2,500.00	$ 1,063.75	$ 1,063.75	$ 1,000.00	$ 1,000.00
SP-02665.32	INSTALL PUMP CONNECTION ASSEMBLY	EA	2	$ 5,925.00	$ 11,850.00	$ 3,800.00	$ 7,600.00	$ 5,775.13	$ 11,550.26	$ 10,000.00	$ 20,000.00
SP-02665.33	INSTALL 1" FROST FREE HYDRANT	EA	1	$ 663.50	$ 663.50	$ 750.00	$ 750.00	$ 783.41	$ 783.41	$ 1,500.00	$ 1,500.00
TOTAL BID ALT 3					**$ 58,400.42**		**$ 74,405.00**		**$ 81,469.40**		**$ 65,740.00**
TOTAL BASE BID + BID ALTERNATES 1, 2, AND 3					**$ 597,968.42**		**$ 622,962.71**		**$ 658,225.33**		**$ 647,920.00**

The Tabulation of Bids herein is believed to be a true representation of the Bids received on June 6, 2024. Any discrepancies in the indicated sum of any column of figures, as presented in the bids, and the correct sum thereof, have been resolved per Section 00200 INSTRUCTIONS TO BIDDERS and are so reflected in this tabulation.

Riley Olson, P.E.
Morrison-Maierle, Inc.

Professional Engineer
RILEY C. OLSON
18529
Date
6/11/2024
WYOMING

2023 Water Main Interconnect Project



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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for Annual Trenching and Boring Services to MCM General Contractors, Inc., in the Amount of $89,719.80.

BACKGROUND:

CONTRACT DESCRIPTION:

This contract will consist of trenching, boring and excavation required for the installation of conduit, junction boxes and transformer pads for underground power lines to be installed at various locations for the electric utility as well as other similar needs for other City departments and divisions.

BID OPENING:

Bids for this project were opened on June 6, 2024 at 11:00 A.M. at the office of the Purchasing Division, Central Warehouse, 800 North Burma Avenue, Gillette, Wyoming. Contract bid documents were received from two bidders. The bid evaluated costs are shown below:

CONTRACTOR	BID EVALUATED COSTS
MCM General Contractors, Inc.	$89,719.80
DRM, Inc.	$101,340.00

The evaluated total shown above is based on a formula set for the purpose of bid evaluation only. A copy of the bid tabulation is attached for your review.

ACTUAL COST VS. BUDGET:

Funding for this project will come from various line items in the Power fund; including capital contribution, maintenance of distribution and various specific project accounts.

SUGGESTED MOTION:

I Move for the Approval of a Bid Award for the Annual Trenching and Boring Services to MCM General Contractors, Inc., of Gillette, Wyoming in the Amount of $89,719.80.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
BID OPENING RESULTS
2024-25 TRENCH-BORE BID EVALUATION

CITY OF GILLETTE
BID OPENING RESULTS FORM

Project: ANNUAL MISCELLANEIOUS ELECTRICAL TRENCHING & BORING

City of Gillette Project Number: _____

Date JUNE 6, 2024

OWNER: **CITY OF GILLETTE**

TIME: 11:00 A.M.

	BIDDER	ADDENDUM NONE	BID BOND NOT REQ.	CERTIFICATE OF RESIDENCY	BID AMOUNT
1.	DRM			*	$ 101,340 00
2.	MCM			*	$ 89,719 80
3.					$
4.					$
5.					$
6.					$
7.					$
8.					$

ENGINEER'S ESTIMATE $

TRENCH/BORE CONTRACT EVAL 2024-25

ITEM	DESCRIPTION	UOM	QTY.	MCM UNIT PRICE	MCM PRICE	DRM UNIT PRICE	DRM DRM
Section 1	**TRENCHING**						
1	Standard Trench (48” Primary)	LF	300	$1.85	$555.00	$2.42	$726.00
2	Standard Trench (24” Secondary)	LF	75	$1.40	$105.00	$2.20	$165.00
3	Frost Trench (48” Primary)	LF	100	$3.05	$305.00	$3.30	$330.00
4	Frost Trench (24” Secondary)	LF	50	$2.60	$130.00	$2.97	$148.50
5	Hand Dig Normal Trench (48” Primary)	LF	5	$4.10	$20.50	$5.28	$26.40
6	Hand Dig Normal Trench (24” secondary)	LF	5	$3.35	$16.75	$3.96	$19.80
7	Hand Dig Frost Trench (48” Primary)	LF	5	$4.90	$24.50	$6.60	$33.00
8	Hand Dig Frost Trench (24” Secondary)	LF	5	$4.10	$20.50	$3.96	$19.80
Section 2	**BORING**						
9	10" Bore	LF	300	$23.00	$6,900.00	$31.90	$9,570.00
10	8" Bore	LF	300	$21.00	$6,300.00	$24.20	$7,260.00
11	6” Bore	LF	500	$20.00	$10,000.00	$22.00	$11,000.00
12	4” Bore	LF	600	$17.50	$10,500.00	$17.60	$10,560.00
13	2.5” Bore	LF	600	$15.00	$9,000.00	$15.40	$9,240.00
14	Cold Bore Adder	LF	0	$0.00	$0.00	$0.02	$0.00
Section 3	**CONDUIT INSTALLATION**						
15	1”	LF	250	$0.50	$125.00	$0.33	$82.50
16	2”-2½ Conduit Installation	LF	250	$0.60	$150.00	$0.55	$137.50
17	4” Conduit Installation	LF	250	$1.10	$275.00	$1.65	$412.50
18	6” Conduit Installation	LF	250	$1.50	$375.00	$2.20	$550.00
Section 4	**TRENCH BACKFILL**						
19	Compacted 48”	LF	300	$1.15	$345.00	$1.65	$495.00
20	Compacted 24”	LF	75	$1.00	$75.00	$1.32	$99.00
Section 5	**MISCELLANEOUS**						
21	Hourly Man Rate	HR	320	$46.50	$14,880.00	$55.00	$17,600.00
22	Hourly Backhoe	HR	65	$76.50	$4,972.50	$110.00	$7,150.00
23	Hourly Skid	HR	20	$71.50	$1,430.00	$99.00	$1,980.00
24	Hourly Dump Truck	HR	10	$71.50	$715.00	$93.50	$935.00
25	“Vactor” Truck	HR	60	$250.00	$15,000.00	$220.00	$13,200.00
226	"Vactor" Trailer	HR	60	$125.00	$7,500.00	$160.00	$9,600.00
Evaluation Subtotals:					**$89,719.75**		**$101,340.00**
5% adder for no WY Residency Certificate					**$0.00**		**$0.00**
Evaluation Totals:					**$89,719.75**		**$101,340.00**

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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Engineering Design and Construction Support Services for the Western Tie 69kV Transmission Line Reconductor Project Completed by HDR Engineering, Inc. in the Amount of $95,300.00.

BACKGROUND:

The City Electrical Services Division maintains two transmission sources into Gillette from the Wyodak complex. Our Western Tie connects the two sources on the western side of Gillette. We have designed our redundant transmission feeds from Wyodak with the understanding that if one feed is not a available due to an outage or for planned maintenance, the other feed can supply power to meet the City's max day demand.

The max day demand of the City is approximately 77 Megawatts (MW), with this normally being split approximately 47MW on one feed and 30MW on the other. When tied together, this puts the Western Tie at approximately 71% capacity. Completion of this project would give the system the capacity to serve 25+ years of load growth.

ACTUAL COST VS. BUDGET:

The funding for this engineering design has been allocated from Account # 504-70-74-442-47430 (New Distribution Lines) in the FY 2024/2025 budget.

SUGGESTED MOTION:

I Move for Approval of a Professional Services Agreement for Engineering Design and Construction Support Services for the Western Tie 69kV Transmission Line Reconductor Project Completed by HDR Engineering, Inc. in the Amount of $95,300.00.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
Agreement-Western Tie 69kV Reconductor

SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES AGREEMENT NUMBER bil-01-2024

THIS AGREEMENT is made as of this 1st day of July, 2024, between City of Gillette ("OWNER"), with principal offices at 201 E. 5th Street, Gillette, WY 82716, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as Western Tie 69kV Transmission Line Reconductor Rating ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of Time and Materials shall mean actual labor hours at the rates included in Exhibit A, to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services

as follows: July 1, 2024 to December 31, 2025

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

_____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

_____

EXHIBIT A

SCOPE OF SERVICES

May 31, 2024

Mr. David Freeman
City of Gillette
611 N. Exchange Avenue
Gillette, WY 82717

Re: HDR's Proposal for the Western Tie 69 kV Transmission Line Reconductor Rating Project

Dear Mr. Freeman,

HDR Engineering, Inc. (HDR) appreciates the opportunity to present this proposal to the City of Gillette (COG) for the subject project. We have provided a proposal that we trust fully demonstrates our interest and capability to work with your staff on this project.

Project Understanding

HDR will provide engineering services to perform transmission modeling and rerate analysis to re-conductor roughly 2.5 miles of existing 69 kV Transmission Line. After discussing the project with COG, we believe that we have a good understanding of the scope of this project.

The Western Tie 69 kV Transmission Line connects the Warlow, Westover, and Boxelder Substations to make up the northwest corner of the 69 kV transmission loop for the City of Gillette. This project will analyze a re-conductor of the existing 69 kV transmission line in this section of the loop. The line is approximately 2.5 miles in length and is comprised of wood single pole structures with horizontal post insulators. The existing conductor is 336 ACSR 'Linnet' and Overhead Ground Wire (OHGW) is 3/8" EHS 7-strand steel. Due to system requirements, COG requires a re-rating of this line from 61 MW to 90 MW. This rating will require the existing conductor to be replaced with a larger conductor. The new conductor size may create more loading on the existing structures, clearance issues to distribution, and therefore requires analysis. Existing distribution underbuild is a 3-phase circuit and on the existing structure for the entire line.

The entire line will be modeled in PLS-CADD based on the aerial survey collected by COG. The existing structures currently have porcelain horizontal post insulators but will be modeled with and changed to polymer horizontal post insulators. HDR will assist COG in conductor selection for this re-conductor based on the project criteria and a maximum operating temperature. It is anticipated that only one (1) new conductor size will be modeled so impacts to the existing line can be assessed. New single pole tangent structures will be specified as replacement structure types to meet or exceed the project ground clearance and/or structure utilization with the new conductor.

Technical Approach

Transmission Engineering

Utilizing a centerline aerial survey performed by COG, HDR will create a PLS-CADD model of the subject transmission line along the alignment. After the survey has been utilized for the PLS-CADD model, the structures can be modeled with polymer insulators and spotted in their structure locations. The design criteria document will be submitted for COG review, comment, and approval before design work will begin.

The existing structures will be modeled with new polymer posts and new conductor to verify structure strength and design competency. It is understood that the change from porcelain post to polymer post will change the shield angle on the existing poles and that the post spacing may have to be modified from existing. Structure modification or replacement will be made to meet the criteria set forth in the design criteria document.

After the structures and conductor have been adjusted to represent existing conditions based on the survey, HDR will populate the structure comment fields based on existing P&Ps and field information provided by COG.

Conductor selection will begin in conjunction with the PLS-CADD model setup. HDR will develop and submit the conductor questionnaire for one (1) conductor type, Aluminum Conductor Composite Core (ACCC). Analysis of the conductor suitable for this project as dictated by the conductor vendor will be analyzed in PLS. The desired line rating is proposed to be 90 MW loading using summer conditions and a maximum operating temperature per the manufacturer's recommendations. Only one (1) conductor size will be modeled to analyze the effect on the existing structure utilization and clearance consideration.

HDR will then analyze the transmission line for required clearances according to the design criteria. Clearance features may include ground, roads, distribution under build, adjacent transmission or distribution structures, adjacent transmission or distribution conductors, transmission or distribution crossings underneath the transmission line, guy wire, buildings, signs, and towers.

Utilizing PLS-CADD's built-in Thermal Rating Report and Survey Point Clearance Report, the transmission line will be checked for features that may not meet the required vertical and/or horizontal clearances utilizing the transmission line's new proposed max operating temperature, new conductor, and an offset of 10' from the conductors. In spans that report a possible clearance issue, the minimum operating temperature and minimum clearances in the span will be recorded.

Features that may not meet the determined clearances will be documented and the results of the clearance analysis for the entire transmission line will be compiled. The compiled results of the analysis will then be combined in a short report and delivered to COG for review.

If structures are over utilized with the proposed conductors, HDR will put the conductor in SAPS to analyze the structures using finite element analysis. The structures will be analyzed up to a Level 3

analysis to verify structure competency. Structures that don't meet utilizations and spans that don't meet the determined upon clearances will be documented, and the results will be compiled. The results of the conductor analyzed will be presented to COG for final determination and the PLS-CADD can be finalized and construction documents completed. A design review meeting will be scheduled at COG offices in Gillette before further document generation is performed.

The acceptable standard modifications for wood single pole structures include replacing structures with taller and/or larger structures. New structures will be placed 5'-10' ahead-on-line or back-on-line of existing locations to assist in the construction of replacement structures. We will attempt to restrict the replacements to only tangent structures. Structural and swing analysis will be performed on structures that receive modifications and existing structures adjacent to the modified structures. The strength and swing on the existing adjacent structures is allowed to be over utilized as long as the modified condition is equal to or less than the original condition. If direct replacement of the structures are not adequate or if adjacent structure issues arise, HDR will work with COG on an acceptable solution.

Damper analysis will be performed for the length of the transmission line using PLP's or AFL's damper analysis tools.

HDR will devlop a material list for the project based on COG standard drawings and COG approved material. Should non-standard material requirements arise, we will work with COG on an acceptable solution. HDR will issue a material list when items and quantities are finalized.

HDR will prepare a construction bid package with bid units to be sent out for a competitive bid by construction contractors. COG will arrange for a bidders list, send packages out to prospective bidders, review bids, and award the construction work to the successful bidder. The design team will prepare a full set of design drawings to construct the project. The design team will work closely with COG to verify that the HDR generated drawings meet COG's existing 69 kV standards.

The design team will support the construction effort in a timely manner by resolving differing site conditions, material delays, or other issues unforeseen prior to construction activities both remotely and on-site.

After the conclusion of construction activities, HDR will prepare final record drawings for the project based on information and revisions received from the construction contractor. HDR will prepare contract closeout documents and record drawings.

Assumptions:

- The project kick-off meeting will be held remotely.
- HDR will work with CTC Global to coordinate possible ACCC conductor selections.
- One (1) conductor size will be analyzed as part of this scope.
- The aerial survey will be formatted and classified in enough detail so that the information is adequate for this project.
- COG will perform OneCall locates on all proposed new structure locations.

- COG will survey underground facilities around structures if marked.
- Structures with polymer post insulators will require 30° of shield angle.
- No more than five (5) poles are required to be replaced for the new conductor.
- RUS clearance will be utilized.
- Existing conductor is 336 ACSR 'Linnet'.
- Existing OHGW is 3/8" EHS 7-strand steel.
- New maximum operating temperature of the conductor will be per the vendor calculations for the new conductor.
- Analysis of one (1) existing adjacent structure past the design line is included.
- Wood pole material will be modeled as existing if known. If existing wood pole material is not known, poles will be modeled as Douglas Fir with a Modulus of Rupture of 8 ksi.
- New poles will be modeled as Douglas Fir.
- Existing pole height and class are as listed in existing P&P's or available from COG.
- Three (3) steel poles will be analyzed for the additional conductor loading.
- The three (3) designed concrete foundations on this line will be analyzed for the additional conductor loading.
- COG has the information to replicate the steel poles and foundation design.
- One (1) on-site design review meeting for the project manager and project engineer is included.
- COG will provide the existing distribution underbuild conductor and tension.
- No custom poles or foundation design is included.
- Project manager and project engineer will perform one (1) field review.
- Five (5) structure/assembly drawings will be generated.
- COG will provide HDR with a master material list with COG catalog numbers or other reference numbers included.
- HDR will attend the construction pre-bid meeting remotely via phone conference and/or video conference.
- COG will send packages for bid.
- COG will review and tabulate the construction bids.
- RUS standard documents will be used for construction bid documents.
- Plan and Profiles drawings will be generated in PLS-CADD.
- 20 hours for the project engineer is included for remote construction support.
- Two (2) days of on-site construction support for the project engineer and design engineer are included.
- One (1) mobilization for on-site construction support is included.
- COG to perform construction inspection.
- 16 hours are included for project closeout.
- Construction contractor will send markups from the field.
- No fee has been included for updated crossing permits, vegetation clearance analysis, an engineer's opinion of cost, structure staking, relay settings, laminate poles, steel poles,or foundation design.

Deliverables:

- Design Criteria (docx)
- Clearance Analysis Report (xlsx)
- Material List (xlsx)
- Construction Bid Units (xlsx)
- Construction Bid Documents (pdf)
    - Route Map
    - Plan and Profiles
    - Staking Sheets
    - Structure Drawings
    - Construction Bid Units/Specifications
- Construction Package (pdf)
    - Drawing List
    - Route Map
    - Construction Specifications
    - Plan and Profiles
    - Staking Sheets
    - Phasing Diagram
    - Sag Tables
    - Damper Drawings
    - Structure Drawings
- Record Drawings (pdf)
- Final PLS-CADD Backup (bak)

Items Required from COG:

- Line Loading
- Project Design Information

Schedule and Budget

The project schedule listed below is estimated and based on information received from COG. Any delays in the schedule may result in an adjustment of the fee.

Activity	Date
Notice to Proceed	July 12, 2024
Project Kick-off Meeting	July 19, 2024
Preliminary Design	September 27, 2024
Design Review	October 18, 2024
Final Design	November 29, 2024
Material List	December 13, 2024

Construction Bid Package	January 2025
Construction Package	June 2025

HDR proposes a not-to-exceed fee of $95,300 for the scope of engineering services outlined in this proposal. This amount is based on 2024 Standard HDR Power Delivery rates with escalation rates for anticipated work performed in 2025. Should the schedule need revision, we will work with COG to produce an acceptable schedule. Should the assumptions and deliverables change from those specified or if work extends into 2026, HDR will work with COG to adjust the contract costs accordingly.

It is understood that the contract for this project will utilize HDR's Short Form Agreement Between Owner and HDR Engineering, Inc. for Professional Services and the corresponding Terms and Conditions for Professional Services as used on previous COG projects.

Task	**Western Tie Re-Conductor**
Transmission Engineering	$95,300.00
Project Total	**$ 95,300.00**

Should you have any questions or need additional information, please contact Andy Fiske at (anders.fiske@hdrinc.com) or (406) 869-4954. We are looking forward to working with COG on this project.

Sincerely,
HDR Engineering Inc.

Andy Fiske, PE (MT, CO, WI)
Project Manager

Jason Kjenstad, PE (SD, ND)
Sr. Vice President/Area Manager

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. **STANDARD OF PERFORMANCE**
The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. **INSURANCE/INDEMNITY**
ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of $250,000; Automobile Liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of $1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. **OPINIONS OF PROBABLE COST**
Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. **CONSTRUCTION PROCEDURES**
ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. **CONTROLLING LAW**
This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. **SERVICES AND INFORMATION**
OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. **SUCCESSORS, ASSIGNS AND BENEFICIARIES**
OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. **RE-USE OF DOCUMENTS**
All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF $1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.

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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

Council Consideration to Authorize the Mayor to Sign Amendment No. 15 of the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.

BACKGROUND:

Amendment No. 15 to the original Telecommunications Raceway Lease Agreement, signed February 7, 2018, will allow Visionary Communications, Inc. to lease additional fiber optic raceway in the City of Gillette's multi-raceway fiber optic back haul system. Visionary Communications, Inc. will install fiber optic cable in the City's raceway system to serve their customers.

ACTUAL COST VS. BUDGET:

Revenue received from the Telecommunications Raceway Lease Amendment No. 15 shall be deposited in the City's Fiber Fund No. 506.

Per the terms of the Agreement, the City will lease its raceway at a unit cost of $0.56121 per lineal foot with an inflationary increase of 3% per calendar year. Upon execution of Amendment No. 15, the annual lease revenue will increase by an estimated $9,106.13.

SUGGESTED MOTION:

I Move for Approval to Authorize the Mayor to Sign Amendment No. 15 to the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.

STAFF REFERENCE:

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

Sean Brown, City Attorney

ATTACHMENTS:

Click to download
VCN Fiber Raceway Lease Amendment 15

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

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

2. **Purpose of Amendment.** This Amendment shall constitute the fifteenth amendment to the Agreement between the Company and the City which was duly executed on February 7, 2018, and which became effective February 7, 2018 ("Original Agreement"). The purpose of this Amendment is to allow the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-048 through VCN-A-050, which is attached as Exhibit P and made a part of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Payment.** The rent to be paid by Company to the City shall be $0.56121 per raceway per foot per year. The specific area where the Fiber Optics will be installed is described in Exhibit P - VCN-A-048 through VCN-A-050. Rent shall be paid in advance, on or before the first day of each year, for that period's rental, during the term of this Amendment. The Company understands and agrees that the rent shall automatically increase by three percent (3%) per year on the first day of each calendar year. All rental payments shall be made to the City.

The Company shall pay the Construction Fee within thirty (30) days after receipt of an invoice from the City.

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

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

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

7. **Special Provisions**

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

8. **General Provisions**

   A. **Entirety of Contract.** This Amendment, consisting of four (4) pages, and Exhibit P, VCN-A-048 through VCN-A-050 - Facility Location Map(s); the Original Agreement consisting of eight (8) pages, and Exhibit A - Facility Location Map; Amendment Number One consisting of three (3) pages, and Exhibit B – VCN-A-002 through VCN-A-009; Amendment Number Two consisting of three (3) pages, and Exhibit C – VCN-A-010 through VCN-A-012; Amendment Number Three consisting of three (3) pages and Exhibit D – VCN-A-013 through VCN-A-014; and Amendment Number Four consisting of three (3) pages and Exhibit E – VCN-A-015 through VCN-A-020; and Amendment Number Five consisting of three (3) pages and Exhibit F – VCN-A-021 through VCN-A-024; and Amendment Number Six consisting of three (3) pages and Exhibit G – VCN-A-025 through VCN-A-030; and Amendment Number Seven consisting of four (4) pages and Exhibit H – VCN-A-031 through VCN-A-032; and Amendment Number Eight consisting of four (4) pages and Exhibit I – VCN-A-033 through VCN-A-034; and Amendment Number Nine consisting of four (4) pages and Exhibit J – VCN-A-035 through VCN-A-037; and Amendment Number Ten consisting of four (4) pages and Exhibit K – VCN-A-038 through VCN-A-043; and Amendment Number Eleven consisting of four (4) pages and Exhibit L – VCN-A-044; and Amendment Number Twelve consisting of four (4) pages and Exhibit M – VCN-A-045; and Amendment Number 13, consisting of four (4) pages and Exhibit N – VCN-A-046; and Amendment Number Fourteen consisting of four (4) pages and Exhibit O – VCN-A-047 represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

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

CITY OF GILLETTE

_____ _____

Shay Lundvall - Mayor Date

COMPANY

5/20/2024

Brian R. Worthen - Visionary Communications, Inc. Date

(S E A L)
ATTEST:

_____

Alicia Allen, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

_____ _____

Sean Brown Date

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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Resolution to Repeal and Replace Resolution No. 2867 to Suspend Existing Ordinances, Rules, and Regulations Regarding Occupancy in a Tent, Camper, Motorhome, or Recreation Vehicle within all Zoning Districts within the City Limits for a Two-Week Period from July 31, 2024 through August 13, 2024.

BACKGROUND:

The City of Gillette will be hosting the Pathfinders International Camporee Event from July 31, 2024, through August 13, 2024. During this event, the population of the City is expected to increase by 60,000 people. Available hotels and campground sites within the City Limits are fully reserved and sold out for this event.

The City of Gillette previously adopted Resolution No. 2867 during its regular meeting on March 5, 2024. This Resolution suspended existing ordinances, rules, and regulations pertaining to temporary occupancy of a camper, motorhome, or recreation vehicle within all residential zoning districts and allowed the residential occupancy of campers, motorhomes, and recreation vehicles as a temporary accessory use by-right.

At this time, the City of Gillette intends to expand the temporary occupancy use of campers, motorhomes, recreation vehicles and tents to include non-residential zoning districts within the City Limits on a case-by-case basis. Temporary zoning permit applications will be received by the City's planning division in accordance with the attached Resolution. The City Council will consider temporary occupancy requests for tents, campers, motorhomes and recreation vehicles in non-residential zoning districts during its July 16 City Council meeting. The City Council has the sole authority and absolute discretion to approve or deny temporary occupancy permits within non-residential zoning districts for this event.

Staff recommends approval.

ACTUAL COST VS. BUDGET:

-NA-

SUGGESTED MOTION:

I Move to Approve a Resolution to Repeal and Replace Resolution No. 2867 to Suspend Existing Ordinances, Rules, and Regulations Regarding Occupancy in a Tent, Camper, Motorhome, or Recreation

Vehicle within all Zoning Districts within the City Limits for a Two-Week Period from July 31, 2024 through August 13, 2024.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

Click to download
RESOLUTION
Resolution No. 2867

RESOLUTION NO. _____

A RESOLUTION TO REPEAL AND REPLACE RESOLUTION NO. 2867 TO SUSPEND EXISTING ORDINANCES, RULES, AND REGULATIONS REGARDING OCCUPANCY IN A TENT, CAMPER, MOTORHOME, OR RECREATION VEHICLE WITHIN ALL ZONING DISTRICTS WITHIN THE CITY LIMITS FOR A TWO-WEEK PERIOD FROM JULY 31, 2024, THROUGH AUGUST 13, 2024

WHEREAS, the City of Gillette will be hosting the Pathfinders International Camporee Event from July 31, 2024, through August 13, 2024; and

WHEREAS, during this event, the population of the city is expected to increase by 60,000 people; and

WHEREAS, available hotels and campground sites within the city limits are fully reserved and sold out during this event; and

WHEREAS, the Governing Body of the City of Gillette, Wyoming adopted Resolution No. 2867 during its regular meeting on March 5, 2024; and

WHEREAS, Resolution No. 2867 suspended existing ordinances, rules, and regulations pertaining to residential occupancy of a camper, motorhome, or recreation vehicle within the following zoning districts and allowed the residential occupancy of campers, motorhomes, and recreation vehicles as a temporary accessory use by-right per Section 6.a.(3); Section 6.b.(3); Section 6.c.(3); Section 6.d.(3); Section 6.e.(3); Section 6.f.(3); Section 6.g.(3); Section 6.h.(3); Section 6.i.(3); Section 6.j.(3) of the City's Zoning Ordinance; and

WHEREAS, it is now the desire of the Governing Body of the City of Gillette to expand the temporary occupancy of campers, motorhomes, recreation vehicles and tents to include non-residential zoning districts within the City Limits on a case-by-case basis.

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

Resolution No. 2867 is hereby repealed and replaced with the following.

SECTION 1, Requirements for all Zoning Districts

1. All codes, ordinances and other rules and regulations are hereby suspended for a two-week period from July 31, 2024, through August 13, 2024, with regard to the temporary occupancy of Tents, Campers, Motorhomes, and Recreation Vehicles within all Zoning Districts within the City Limits during the 2024 Pathfinders International Camporee Event.
2. Placement of tents, campers, motorhomes and recreation vehicles for temporary occupancy is strictly prohibited within all public right-of-way, City streets, and City-owned property including parks, open spaces, drainage ways and other facilities.

3. The property owner is strongly encouraged to register the rental of their tent, camper, motorhome, or recreation vehicle through Airbnb or VRBO for insurance coverage purposes.

SECTION 2, Requirements Specific to Residential Zoning Districts

1. Temporary occupancy of tents campers, motorhomes and other recreation vehicles is allowed in all residential areas within the City Limits, provided the following conditions are met:
    a. The property owner for which occupancy of a camper, motorhome, RV or tent is being requested for this two-week duration shall make an application for a zoning permit through the City's planning division no later than July 10, 2024. Tenants or other parties who are not the legal owner of the property who make an application will be denied a zoning permit. A copy of this resolution shall be included within each zoning permit issued for this two-week duration.
    b. Campers, motorhomes, and other recreation vehicles shall be set up, levelled, and parked on concrete, asphalt or gravel surfaces only located entirely on private property.
    c. Placement of Campers, motorhomes and other recreation vehicles is strictly prohibited in yards, grass, irrigated areas, and all open space that is not a concrete, asphalt, or gravel surface.
    d. Tent set-up, placement and occupancy is allowed in yards, grass, irrigated areas, and open space located entirely on private property, provided potable restroom facilities are provided by the permitted residential unit on the same zone lot.
    e. Campers, motorhomes, and other recreation vehicles shall be connected to City utilities including metered water and metered electricity.

SECTION 3, Requirements Specific for Non-Residential Zoning Districts

1. Temporary occupancy of tents, campers, motorhomes and other recreation vehicles will be considered in non-residential zoning districts within the City Limits, provided the following conditions are met:
    a. The property owner for which occupancy of a camper, motorhome, RV or tent is being requested for this two-week duration shall make an application for a temporary zoning permit through the City's planning division no later than July 10, 2024.
    b. A letter, executed by the property owner, shall accompany the application for non-residential zoning districts addressing the following basic health and safety questions during the event:
        i. How will trash services, potable water, sewer and electric services be provided to patrons?
        ii. Will temporary portable toilet facilities be provided?

iii. What is the frequency of maintenance for trash pick-up, cleaning of portable toilet facilities, and/or refilling of potable water supplies?

iv. How will security be addressed?

v. How will you address noise and other nuisance complaints from surrounding property owners?

vi. Will a “curfew” or “quiet hours” be enforced between 10 pm and 6 am each day?

vii. How will the property owner minimize conflicts between patrons and other permitted uses located on the same property?

c. A plan shall also accompany the application showing the location of campsites, access points, fire extinguishers, and other facilities required for occupancy.

d. A letter from the Campbell County Fire Department shall accompany the application approving the proposed campsite plan.

2. Only complete applications including the temporary zoning permit application, property owner letter, campsite plan, and approval letter from the Campbell County Fire Department as described in Section 3.1.a. through 3.1.d. shall be accepted by the City’s planning division.

3. The City’s planning division shall submit completed applications to the City Council for review and approval on a case-by-case basis during the July 16 regular City council meeting.

4. The Governing Body has the sole authority and absolute discretion to approve or deny completed applications for temporary occupancy of tents, campers, motorhomes and other recreation vehicles within non-residential zoning districts within the City Limits during the Camporee event.

This resolution shall be effective upon passage by the Governing Body and shall be repealed and of not force and effect at 8:00 A.M. on August 14, 2024.

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

_____
____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

RESOLUTION NO. 2867

A RESOLUTION TO SUSPEND EXISTING ORDINANCES, RULES, AND REGULATIONS REGARDING OCCUPANCY IN A CAMPER, MOTORHOME, OR RECREATION VEHICLE WITHIN CERTAIN RESIDENTIAL ZONING DISTRICTS WITHIN THE CITY LIMITS FOR A TWO-WEEK PERIOD FROM JULY 31, 2024, THROUGH AUGUST 13, 2024

WHEREAS, the City of Gillette will be hosting the Pathfinders International Camporee Event from July 31, 2024, through August 13, 2024. During this event, the population of the city is expected to increase by 60,000 people. All available hotels and campsites within the city limits have been fully reserved and sold out. For this reason, the City of Gillette City Council is suspending existing ordinances, rules, and regulations pertaining to residential occupancy of a camper, motorhome, or recreation vehicle within the following zoning districts and allowing the residential occupancy of campers, motorhomes, and recreation vehicles as a temporary accessory use by-right: Section 6.a.(3); Section 6.b.(3); Section 6.c.(3); Section 6.d.(3); Section 6.e.(3); Section 6.f.(3); Section 6.g.(3); Section 6.h.(3); Section 6.i.(3); Section 6.j.(3).

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

1. The aforementioned code, ordinance and other rules and regulations are hereby suspended for a two-week period from July 31, 2024, through August 13, 2024, with regard to occupancy of Campers, Motorhomes or other Recreation Vehicles within the City Limits during the 2024 Pathfinders International Camporee Event.
2. Temporary occupancy of campers, motorhomes and other recreation vehicles and tent camping is allowed in all residential areas within the City Limits.
3. Campers, motorhomes, and other recreation vehicles shall be set up, levelled, and parked on concrete, asphalt or gravel surfaces only located entirely on private property.
4. Placement of Campers, motorhomes and other recreation vehicles is strictly prohibited in yards, grass, irrigated areas, and all open space that is not a concrete, asphalt, or gravel surface.
5. Tent set-up, placement and occupancy is allowed in yards, grass, irrigated areas, and open space located entirely on private property, provided potable restroom facilities are provided by the permitted residential unit on the same zone lot.
6. Placement of Campers, motorhomes and other recreation vehicles and tents is strictly prohibited within all public right-of-way, City Streets, and City-owned property including parks, open spaces, drainage ways and other facilities.

7. Campers, motorhomes, and other recreation vehicles shall be connected to City utilities including metered water, sewer, and metered electricity.
8. The property owner for which occupancy of a camper, motorhome, RV or tent is being requested for this two-week duration shall make an application for a zoning permit through the City's planning division no later than July 10, 2024. Tenants or other parties who are not the legal owner of the property who make an application will be denied a zoning permit. A copy of this resolution shall be included within each zoning permit issued for this two-week duration.
9. The property owner is strongly encouraged to register their camper, motorhome, recreation vehicle, or tent rental through Airbnb or VRBO for insurance coverage purposes.

This resolution shall be effective upon its publication after one reading by the Governing Body and shall be repealed and of not force and effect at 8:00 A.M. on August 14, 2024.

PASSED, APPROVED, AND ADOPTED this 5th day of March, 2024.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

An Ordinance Approving and Authorizing the Partial Vacation of a 10-foot-wide General Utility Easement on Lot 9B, Block 4, of the Sunburst Subdivision IV; to the City of Gillette, Wyoming, Subject to all Planning Requirements (Planning Commission Vote: 4/0)

BACKGROUND:

The City of Gillette has initiated a partial vacation of an existing 10 ft. wide General Utility Easement located at 1122 Sioux Ave; more specifically, the southern 5 ft. of the easement running along the northern property line east to west.

During the Certificate of Occupancy process, City Planning Staff discovered that the permitted accessory structure is located in an existing General Utility Easement by 1.9 ft. To clear up any confusion by future Staff and have a clean lot for the property owner, City Planning Staff sought permission of the property owner to initiate a partial vacate of the easement. A locates request indicated that the easement is free of existing utilities.

The following city divisions reviewed the proposed vacation and find no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Campbell County Fire Department.

This case was approved by the Planning Commission during their June 11, 2024, meeting with a vote of 4/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to Approve an Ordinance Approving and Authorizing the Partial Vacation of a 10-foot-wide General Utility Easement on Lot 9B, Block 4, of the Sunburst Subdivision IV; 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
Ordinance

☐ Vicinity Map/Exhibit
☐ Foundation Location Certificate (FLC)
☐ Utility Locates
☐ Planning Requirements
☐ Meeting Minutes 6.11.24

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE PARTIAL VACATION OF A 10-FOOT-WIDE GENERAL UTILITY EASEMENT ON LOT 9B, BLOCK 4, OF THE SUNBURST SUBDIVISION IV; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

SECTION ONE.

Pursuant to the petition of the City of Gillette and with the permission of the property owner of Lot 9B, Block 4, of the Sunburst Subdivision IV, and the authority of W.S. 15-6-104 and W.S. 34-12-106 through W.S. 34-12-110, the City Council finds that the partial vacation of the southern 5' of the 10' wide utility easement along the northern property line, as contained entirely within Lot 9B, Block 4, of the Sunburst Subdivision IV, as recorded by the Campbell County Clerk in Book 8 of Plats, Page 202, will not abridge or destroy any of the rights and privileges of the other landowners in the Sunburst Subdivision IV, and further finds that the partial vacation is in the best interest of the City of Gillette. For a more detailed location of the vacation see the attached Exhibit Map.

SECTION TWO.

(a) The Ordinance and Exhibit Map shall be recorded at the Campbell County Clerk's Office upon approval of the Vacation by City Council.

(b) The Clerk of Campbell County, in whose office the aforesaid plat is recorded, shall write in plain legible letters across that part of the plat so vacated, the word "VACATED" and also make a reference on the same to the volume and page in which the said instrument of Vacation is recorded.

SECTION THREE. This ordinance shall be in full force and effect on its effective date, June 18, 2024.

PASSED, APPROVED AND ADOPTED THIS 18th day of June, 2024.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: June 22, 2024

STATE OF WYOMING)
)ss.
County of Campbell)

On this ___ day of _____, 2024, before me personally appeared Shay Lundvall, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Shay Lundvall acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

Vacation - 1122 Sioux Ave.

Easement Vacate Request

Exhibit "A"

LEGEND

PROJECT AREA

REMAINING GENERAL UTILITY EASEMENT

VACATE SOUTHERLY 5'

GRAPHIC SCALE

0' 100' 200'

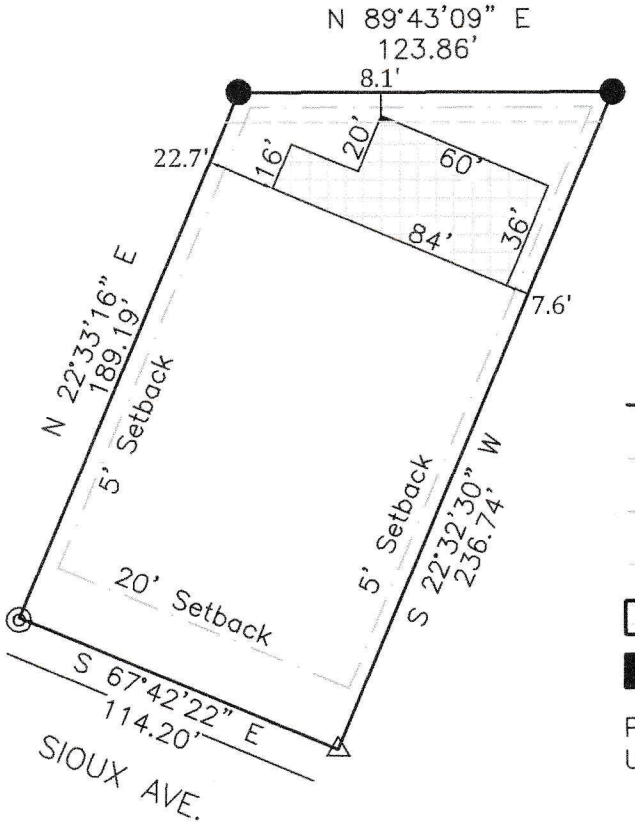
N

PREPARED FOR:	CITY OF GILLETTE/PLANNING 2nd FLOOR, CITY HALL 201 E 5th St. GILLETTE, WYOMING 82716
PREPARED BY:	ANDERSON SURVEYING LLC PO BOX 833 GILLETTE WYOMING 82717 307.257.2247

COORDINATE SYSTEM: CITY OF GILLETTE 3 POINT		JOB: 24-005	SCALE: 1" = 100'	DATE: 05-07-2024

Foundation Location Certification

LOT 9B, BLOCK 4 SUNBURST SUBDIVISION No. 4
ALSO KNOWN AS 1122 SIOUX AVE., GILLETTE, WYOMING
ZONING DISTRICT : R-1



◎ Set Aluminum Cap LS#17865

● Found Yellow Plastic Cap LS#2333

△ Found Aluminum Cap LS#2333

Lot line

Set Back

Curb Flow line (4522.8'–4522.7')

10' General Utility Easement

New Post Frame Structure

Encroachment

Proposed Finished Floor Elevation: 4522.5'
Unfinished Floor Elevation: 4521.9'

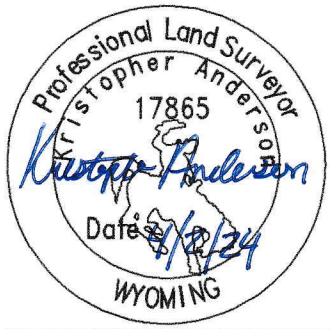
GRAPHIC SCALE

0' 25' 50' 100'

I, KRISTOPHER ANDERSON A REGISTERED PROFESSIONAL LAND SURVEYOR, NO 17865, IN THE STATE OF WYOMING DO HEREBY STATE THAT THIS FOUNDATION LOCATION CERTIFICATE FOR LOT 9B, BLOCK 4 SUNBURST SUBDIVISION NO. 4, ALSO KNOWN AS 1122 SIOUX AVE., GILLETTE, WYOMING WAS MADE FROM RECORDS ON FILE AND FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF MARCH, 2024 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER STATE AS FOLLOWS:

1. THE IMPROVEMENT SITUATED UPON THE ABOVE DESCRIBED PROPERTY LIES COMPLETELY WITHIN THE BOUNDARY LINES OF THE DESCRIBED PROPERTY
2. THE DRIVEWAY LIES WITHIN THE SAID BOUNDARY LINES
3. THERE ARE NO ENCROACHMENTS UPON THE LOT FROM ANY BUILDING LOCATED UPON THE ADJOINING PROPERTIES EXCEPT AS NOTED
4. ALL BUILDING SETBACK DISTANCES FROM PROPERTY LINES OR OTHER BUILDINGS ARE DESCRIBED
5. THIS CERTIFICATE IS NOT INTENDED FOR CONSTRUCTION OR FOR OTHER IMPROVEMENTS THAT ARE NOT PART OF THIS SURVEY
6. NOT INTENDED FOR FENCING PURPOSES



PREPARED FOR:	HOMESTEAD STRUCTURES 4510 SOUTH DOUGLAS HWY GILLETTE WY 82718
PREPARED BY:	ANDERSON SURVEYING LLC PO BOX 833 GILLETTE WYOMING 82717 307.257.2247

COORDINATE SYSTEM: CITY OF GILLETTE 3 POINT		JOB: 24-003	SCALE 1":60'	DATE: 04-01-2024

Ticket No: 20241700141

Excavator Details

Caller Id: 22786
Contact: Kristopher Anderson
Company: Anderson Surveying
Phone: 406 390 1371
Mobile: Not Supplied
Email: kris@andersonsurveyingllc.com

Dig Site and Ticket Details

Open Map

Marked with lath and white flagging

Ticket Medium	Web
Ticket Status	Original
Ticket Type	Regular
Previous Ticket No.	Not Supplied
User Reference	HS
Ticket Date (MTZ)	04/22/2024 07:05 AM
Work Start Date (MTZ)	04/24/2024 07:05 AM
Work Expire Date (MTZ)	05/14/2024 07:05 AM
Address	Sioux Ave Gillette
Nearest Cross Street	Choctaw
Type of work	Construction
Activity	Expose & Survey
Excavation Method	Hand Digging
Excavation Depth	>48in
Public Property	None
Private Property	Private Property
Onsite Contact	Kristopher Anderson
Onsite Phone	4063901371
Municipality	Not Supplied
Nearest Community	Gillette
Rural Subdivision	Not Supplied

Your Responsibilities

- Do not proceed with any excavation until all notified utility owners have responded by providing clearance, OR by identifying the location of their facilities with maps OR by placing locate marks on the ground.
- Pothole to establish the exact location of all underground utilities using soft digging methods, before using heavy machinery.
- If you damage an underground utility, you MUST advise the utility owner directly and immediately.
- By using the One-Call of Wyoming, Inc. service, you agree to our privacy policy and the terms and conditions set out on our web site.
- **For more information, visit www.onecallofwyoming.com**

Utility Owner Details

The public utility owners listed below with a Status of "Notification Sent" have been requested to respond to your request. They may contact you directly for clarification of your request details.

Station Code	Authority Name	Phone	Status
KM7	BLACK HILLS ENERGY (KM7)	1-888-890-5554	Notification Sent
AB1	CHARTER COMMUNICATIONS (AB1)	307-682-4303	Notification Sent
COG	CITY OF GILLETTE (COG)	307-686-5276	Notification Sent

END OF UTILITIES LIST

Planning Requirements

PL2024-0067
Vacation Request – 1122 Sioux Ave

The Planning Requirements are as follows:

1. All comments and concerns will be addressed in Energov prior to filing.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ June 11, 2024 ~ 5:15 pm

PRESENT

Commission Members Present: Vice-Chair Ryan Conklin, Richard Cone, Matthew Nelson, and Ian Scott.

Commission Members Absent: Chair Shaun Hottell, Jack Colson, and Cristal Pratt.

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

CALL TO ORDER

Vice-Chair Conklin 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 May 28, 2024. Matthew Nelson seconded the motion. Motion carried 4/0.

Case No. PL2024-0067 EASEMENT VACATION – 1122 Sioux Ave

The City of Gillette has initiated a partial vacation of an existing 10 ft. wide General Utility Easement located at 1122 Sioux Ave; more specifically, the southern 5 ft. of the easement running along the northern property line east to west.

During the Certificate of Occupancy process, City Planning Staff discovered that the permitted accessory structure is in an existing general utility easement by 1.9 ft. To clear up any confusion by future staff and have a clean lot for the property owner, city planning staff sought permission of the property owner to initiate a partial vacate of the easement.

A locates request indicated that the easement is free of existing utilities. The following city divisions reviewed the proposed vacation and find no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Fire Department.

Meredith Duvall said the city received one call on the case, who was a citizen that had received a surrounding property owner letter who had general questions with no objections.

Vice-Chair Conklin 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 Ian Scott seconded. The Motion carried 4/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the meetings for June 25, 2024, and July 9, 2024, are canceled. There will be another Comp Plan meeting on July 11, 2024, and information will be sent out to the Planning Commission. As well, information on the comp plan meeting will be available on the city's Facebook page, Ms. Duvall said.

ADJOURNMENT

The meeting was adjourned at 5:19 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: 6/18/2024 6:00:00 PM

SUBJECT:

Appointment of an Alternate Municipal Court Judge for 2024.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

Click to download
No Attachments Available

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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

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

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download
Public Hearing Notice

LEGAL NOTICE

Notice is hereby given that a Public Hearing on the Proposed Budget Ordinance for the City of Gillette, Wyoming for the 2024-25 Fiscal Year ending June 30, 2025 which is now being considered by the Council of said city will be held in the City Council Chambers on the 3rd of June, 2024 at 6:00 p.m., and be considered on first reading; and in the City Council Chambers on the 18th of June, 2024 at 6:00 p.m., and be considered on third and final reading; or as soon thereafter as the City Council may order, at which time any and all persons interested may appear and be heard respecting such Budget. A summary of such Proposed Budget is as follows:

SUMMARY OF BUDGET

ESTIMATED REVENUES:

General Fund		
Taxes	$	29,568,920
License and Permits	$	912,541
State & Federal Shared Revenues	$	4,791,240
Grants & Loans	$	300,667
Charges for Services	$	4,746,289
Other Revenues	$	6,244,211
Application of Unassigned Cash	$	327,266
One Percent Tax	$	29,914,658
LID 652 - Interstate Industrial	$	106,945
Madison Water Line	$	1,902,500
Utilities Administration	$	3,108,792
Solid Waste	$	3,738,361
Water	$	10,350,285
Power	$	38,199,412
Sewer	$	10,347,216
Fiber	$	531,972
City West Operations	$	821,003
City Warehouse	$	230,182
Vehicle Maintenance	$	4,999,925
Health Insurance	$	7,299,380
Insurance	$	1,446,352
Grand Total	$	159,888,117

ESTIMATED EXPENSES:

Mayor and Council, General	$	196,340
Administration, General	$	599,429
Special Projects, General	$	9,764,239
City Attorney, General	$	709,571
Human Resources, General	$	767,063
Safety and Risk Management, General	$	200,364
Finance, General	$	1,145,401
Customer Service, General	$	1,419,430
Purchasing, General	$	315,467
Information Technology, General	$	4,964,990
Police, General	$	11,123,916
Dispatch, General	$	1,364,130
Victims Advocate, General	$	259,387
Animal Control, General	$	441,202
Animal Shelter Operations, General	$	759,497
City Hall Maintenance, General	$	796,838
Public Works Administration, General	$	470,508
Parks, General	$	2,810,984
Forestry, General	$	323,201
Streets, General	$	3,571,917
Traffic Safety, General	$	686,154
Engineering, General	$	1,378,099
Building Inspection, General	$	759,553
Planning, General	$	399,558
Code Compliance, General	$	186,319
Gillette Public Access, General	$	351,617
City Clerk, General	$	332,785
Judicial/Parking Control, General	$	473,584
Public Affairs, General	$	319,589
One Percent Tax, Capital Projects	$	29,914,658
LID 652 - Interstate Industrial	$	106,945
Madison Water Line, Enterprise	$	281,000
Utilities Administration, Enterprise	$	764,531
Electrical Engineering, Enterprise	$	902,552
SCADA, Enterprise	$	1,441,709
Solid Waste, Enterprise	$	3,738,361
Water, Enterprise	$	9,241,521
Swimming Pool, Enterprise	$	105,538
Power, Enterprise	$	35,577,345
Sewer, Enterprise	$	8,517,286
Fiber, Enterprise	$	531,972
City West Operations, Intergovernmental	$	816,514
City Warehouse Operations, Intergovernmental	$	230,182
Vehicle Maintenance, Intergovernmental	$	4,999,925
Health Fund, Insurance	$	7,299,380
Insurance, Insurance	$	1,266,364
Grand Total	$	152,626,915

Publish: May 25, 2024
June 08, 2024

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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

An Ordinance Providing for the Annual Appropriation of Money for the Maintenance of the City of Gillette, Wyoming for FY2024-2025.

BACKGROUND:

Ordinance 1st Reading - Vote: 7/0

Ordinance 2nd Reading - Vote: 7/0

Total Fiscal Year 2024-2025 budgeted expenses: $152,626,915.

The attached budget has been reviewed in public meetings by the Mayor and City Council during the months of April and May. This recommended budget includes all changes as discussed at those meetings.

A Public Hearing has been advertised for 6:00 p.m. on June 3, 2024, at City Hall for consideration of the Fiscal Year 2024-2025 Budget. The Public Hearing and the approval of the first reading of the budget ordinance are scheduled for the regular City Council meeting.

The FY2024-2025 budget will be approved through three readings.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the approval of the ordinance adopting the FY2024-2025 budget for the City of Gillette on 3rd Reading.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download
Ordinance for FY2024-2025 Budget

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF GILLETTE, WYOMING FOR THE COMING FISCAL YEAR.

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

Section 1. That there is hereby appropriated for the purpose of operating the City of Gillette, Wyoming, and, paying all expenses thereof, the sum of $159,888,117, and,

Section 2. That the City anticipates having available during the coming year the following amounts from the following sources, to wit:

ESTIMATED REVENUES:

General Fund		
Taxes	$	29,568,920
License and Permits		912,541
State & Federal Shared Revenues		4,791,240
Grants & Loans		300,667
Charges for Services		4,746,289
Other Revenues		6,244,211
Application of Unassigned Cash		327,266
One Percent Tax		29,914,658
LID 652 - Interstate Industrial		106,945
Madison Water Line		1,902,500
Utilities Administration		3,108,792
Solid Waste		3,738,361
Water		10,350,285
Power		38,199,412
Sewer		10,347,216
Fiber		531,972
City West Operations		821,003
City Warehouse		230,182
Vehicle Maintenance		4,999,925
Health Insurance		7,299,380
Insurance		1,446,352
Grand Total	$	159,888,117

Section 3. It is appropriated from the funds of said City for the ensuing year the sum of $152,626,915 or as much as may be necessary for the following purposes, to wit:

ESTIMATED EXPENSES:

Mayor and Council, General	$	196,340
Administration, General		599,429
Special Projects, General		9,764,239
City Attorney, General		709,571

Human Resources, General		767,063
Safety and Risk Management, General		200,364
Finance, General		1,145,401
Customer Service, General		1,419,430
Purchasing, General		315,467
Information Technology, General		4,964,990
Police, General		11,123,916
Dispatch, General		1,364,130
Victims Advocate, General		259,387
Animal Control, General		441,202
Animal Shelter Operations, General		759,497
City Hall Maintenance, General		796,838
Public Works Administration, General		470,508
Parks, General		2,810,984
Forestry, General		323,201
Streets, General		3,571,917
Traffic Safety, General		686,154
Engineering, General		1,378,099
Building Inspection, General		759,553
Planning, General		399,558
Code Compliance, General		186,319
Gillette Public Access, General		351,617
City Clerk, General		332,785
Judicial/Parking Control, General		473,584
Public Affairs, General		319,589
One Percent Tax, Capital Projects		29,914,658
LID 652 - Interstate Industrial		106,945
Madison Water Line, Enterprise		281,000
Utilities Administration, Enterprise		764,531
Electrical Engineering, Enterprise		902,552
SCADA, Enterprise		1,441,709
Solid Waste, Enterprise		3,738,361
Water, Enterprise		9,241,521
Swimming Pool, Enterprise		105,538
Power, Enterprise		35,577,345
Sewer, Enterprise		8,517,286
Fiber, Enterprise		531,972
City West Operations, Intergovernmental		816,514
City Warehouse Operations, Intergovernmental		230,182
Vehicle Maintenance, Intergovernmental		4,999,925
Health Fund, Insurance		7,299,380
Insurance, Insurance		1,266,364
Grand Total	$	152,626,915

PASSED, APPROVED AND ADOPTED THIS 18TH DAY OF JUNE, 2024.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publish:

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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

A Public Hearing to Consider the Transfer of Location of a Limited Retail Liquor License from 4054 E Boxelder Rd. to 2200 Greenway Dr., Requested by Gillette Elks Lodge #2825.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download
Public Hearing Notice

NOTICE OF APPLICATION FOR A TRANSFER OF LOCATION
OF A LIMITED RETAIL (CLUB) LIQUOR LICENSE

Notice is hereby given that on the 17th day of May 2024, Gillette Elks Lodge #2825, filed an application for transfer of location of a Limited Retail (Club) liquor license in the office of the City Clerk of the City of Gillette to the following described place, 2200 Greenway Dr., Gillette, WY 82716, and protests if any there be against the approval will be heard at the hour of 6:00 p.m., June 18, 2024, or as soon thereafter as so ordered by the City Council of Gillette, Wyoming, in the City Council Chambers of the City of Gillette, located at 201 East 5th Street, Gillette, Wyoming.

Dated this 17th day of May 2024

Alicia Allen, City Clerk

Publish: June 4, 2024
June 11, 2024

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

www.gillettewy.gov

DATE: 6/18/2024 6:00:00 PM

SUBJECT:

Council Consideration of the Transfer of Location of a Limited Retail Liquor License from 4054 E Boxelder Rd. to 2200 Greenway Dr., Requested by Gillette Elks Lodge #2825.

BACKGROUND:

Gillette Elks Lodge #2825 is requesting that a transfer of location be granted for their Fraternal Club Liquor License. They are currently located at 4054 E Boxelder Rd., and the request is to transfer the location to their new leased building located at 2200 Greenway Drive (Greenway Event Center).

The public hearing was published for two (2) consecutive weeks – June 4th and 11th, 2024. No protests have been received.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to approve the Transfer of Location of a Limited Retail Liquor License from 4054 E Boxelder Rd. to 2200 Greenway Dr., Requested by Gillette Elks Lodge #2825.

STAFF REFERENCE:

Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

Click to download
Application
Lease Agreement
Diagram
Operation Plan

(7/23)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City / Town / County Clerk

Local License #: CLUB-04

License Fees

Annual Fee: $_____

Prorated Fee: $_____

Transfer Fee: $ 100.00

Publishing Fee: $ 90.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 05 / 17 / 2024

Advertising Dates: (2 Consecutive Weeks Prior to Hearing) 06/04/2024 & 06/11/2024

Public Hearing Date: 06 / 18 / 2024

License Term: 06 / 19 / 2024 (Month / Day / Year) Through 03 / 31 / 2025 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant (Business Name): GILLETTE ELKS LODGE #2825

Doing Business As (DBA) / Trade Name: GILLETTE ELKS LODGE #2825

Building to be licensed / Building Address: 2200 GREENWAY DR.
(Address Number, and Suite or Unit Number, and Street or Road Name)
GILLETTE (City) WY (State) 82716 (Zip) CAMPBELL (County)

Local Mailing Address: PO BOX 7086
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)
GILLETTE (City) WY (State) 82717 (Zip) CAMPBELL (County)

Local Business Telephone Number: 307-682-0333 Fax Number: _____

Business E-Mail Address: GILLETTEELKS@HOTMAIL.COM

Business Primary Contact: BRIAN (First Name) NODLAND (Last Name)

FILING FOR

- ☐ NEW LICENSE
- ☒ TRANSFER OF LOCATION
- ☐ TRANSFER OF OWNERSHIP
  - ☐ ASSIGNMENT LETTER MUST BE ATTACHED

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)

- ☑ CITY / TOWN OF: Gillette
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
  - ☐ LP ☐ LLP ☐ LLLP
  - ☐ LLC ☐ LC
- ☐ CORPORATION (INC)
- ☐ POLITICAL SUDIVISION
- ☑ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

- ☐ **RETAIL LIQUOR LICENSE**
  - PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)
  - ☐ ON-PREMISE BAR
  - ☐ OFF-PREMISE PACKAGE STORE
  - ☐ ON & OFF PREMISE BAR & PACKAGE STORE
- ☐ RESTAURANT LIQUOR LICENSE
- ☐ BAR AND GRILL LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE

LIMITED RETAIL LIQUOR LICENSE (CLUB)

- ☐ VETERANS CLUB
- ☒ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY PERMIT
- ☐ WINERY PERMIT
- ☐ MANUFACTURER SATELLITE PERMIT
- ☐ WINERY SATELLITE PERMIT
- ☐ COUNTY MALT BEVERAGE PERMIT
- ☐ SPECIAL MALT BEVERAGE PERMIT

SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)

- ☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))
- ☐ GOLF CLUB (W.S. 12-5-201(f))
- ☐ GUEST RANCH (W.S. 12-5-201(f))
- ☐ RESORT (W.S. 12-4-401(iv) / 12-5-201(f))
- ☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))
- ☐ Other: _____

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))

- ☒ FULL TIME
- ☐ SEASONAL
- ☐ NON-OPERATIONAL / PARKED

MONTHS OF OPERATION: from _____ to _____ ☑ All Year (Jan-Dec)

DAYS OF WEEK OF OPERATION: from Wed. to Sat. ☐ Every Day (Mon-Sun)

HOURS OF OPERATION: from 5:30pm to 10pm ☐ 24 Hours a Day

(7/23)

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)
Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building. ☐ YES (own)
(b) The Applicant **LEASES** the licensed building. ☒ YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page 1 paragraph 2. 06/01/2029

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) **Sales** provision for alcoholic or malt beverages: located, on page n/a paragraph n/a. Addendum to commercial lease

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

(a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403 -

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

(a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

(d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

(a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO

1. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

6. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

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

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

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

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

(e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO

1. If **YES** to (e), is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

(a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☒ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☒ YES ☐ NO

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

(a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO

(c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO

1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

(a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☐ NO

13. Applicant is Filing As <u>Individual, Partnership, Political Subdivision, Organization or Other</u>: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
See attached				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(7/23)

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

- N/A ☒ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- N/A ☒ If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- ☑ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- N/A ☒ Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- N/A ☒ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- N/A ☒ If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

*Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Campbell)

Signed and sworn to before me on this 17th day of May, 2024 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Michael L Doyen	ER
2)	[signature]	Brian Caldwell	Club Manager
3)			
4)			
5)			

Witness my hand and official seal: [signature]
Signature of Notary Public

(SEAL)

CATIE M LONG
Notary Public - Wyoming
Campbell County
My Commission Expires Nov 3, 2024

My commission expires: 11/3/24

True and Correct Name	Date of Birth	Physical Residence Address	Residence Phone Number	1 year Resident	Felony	Alcohol Violation
Michael Doyen	4/12/1970	1417 S Buckboard Ct. Gillette, WY 82718	299-1486	Y	N	N
Brian Nodland	8/15/1962	805 Greenway Drive, Gillette, WY 82716	660-8331	Y	N	N
Heather Doyen	10/28/1977	1417 S Buckboard Ct., Gillette WY 82718	299-1568	Y	N	N
Starla Reynolds	9/5/1976	913 Indian Hills Drive, Gillette, WY 82716	689-5015	Y	N	N
Viola Nodland	9/28/1965	805 Greenway Drive, Gillette, WY 82716	660-2581	Y	N	N
Chris Reynolds	1/5/1976	913 Indian Hills Drive, Gillette, WY 82716	689-8654	Y	N	N
Starla Kuhrt	10/14/1955	500 Stetson, Gillette, WY 82716	660-2606	Y	N	N
Wendy Duesler	6/6/1968	344 Cook Road, Giflette, WY 82716	680-9093	Y	N	N
Daryl Duesler	12/27/1967	344 Cook Road, Gilette, WY 82716	299-7070	Y	N	N
Duane Blume	5/22/1941	3207 Sutherland, Gillette, WY 82718	682-2703	Y	N	N

DigiSign Verified - 032f4174-c89e-4452-887a-a2ba280c6d57

Addendum to Commercial Lease

Addendum to Commercial Lease 1 from original lease:
Approval is hereby granted to Gillette Elks Lodge #2825 (Tenant) for the sale and consumption of alcoholic beverages upon the premises of 2200 Greenway Drive. Tenant shall be responsible for obtaining and maintaining the license required to sell alcohol and or malt beverage on the property.
Tenant must be in good standing with all other lease previsions as original property lease for addendum to apply.

Gillette Elks Lodge #2825

Wendy Mesler

Ryan Properties, LLC

Michael Ryan

DigiSign Verified - c6690394-0e31-4060-a63f-46eac28184f9

COMMERCIAL LEASE AGREEMENT

Gillette Elks Lodge #2825 ("Tenant(s)") hereby offers to rent from Ryan Properties LLC("Landlord") the Premises situated in the City of Gillette, County of Campbell, State of Wyoming described as 2200 Greenway Dr Gillette Wyoming terms and conditions.

TERM: The term hereof shall commence on the _06/01/2024 ____ and continue until the _____6/01/2029____. Any holding over after expiration hereof, with the consent of the Landlord, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable. Tenant(s) must give at least a 30-day written notice prior to vacating property or all security and damage deposits shall be forfeited. Tenant(s) covenants that upon the termination of this Commercial Lease Agreement, or any extension thereof that Tenant(s) will quietly and peaceably deliver up possession of the Premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage, and other waste, and return all keys to the Landlord.

RENT: Rent shall be $24000 for the first year of the Primary Term, payable in monthly installments of ($2000.00) on or before the 1st day of each calendar month to the Landlord at the following address: Mailed to: Ryan Properties LLC P.O. box 834, Queen Creek, AZ 85142. Monies paid by Tenant shall first be applied to any non-rent obligations due. At Landlords option and without notice, Landlord may apply money received first to your non-rent obligations, then to rent regardless of notations on checks or money orders and regardless of when the obligations arise. Ryan Properties LLC will accept business checks but will not accept personal checks. You may pay by cash, money order, certified check or by e-check or ACH.
(Each year of primary contract will be increased by 6% of previous years price for the remaining of five-year primary term.)

ACCELERATION OF RENT: In the event of any such material default or breach by Tenant, Landlord may, at its election and without limiting Landlord's other rights and remedies, accelerate the payment of all Rent and other monetary sums payable by Tenant for the balance of the term and upon any such elections such sums shall be immediately due and payable in full.

LATE RENT FEE: If any unpaid rent and/or other charges are not paid in full by 5:00pm on the 5th day of the calendar month, Tenant will owe a one-time late fee of fifty dollars ($50.00) for that month and will be charged a daily late fee of $10.00 on and after the 5th day of the month until payment is received. The Tenant shall be charged thirty-dollar ($30.00) fee for each NSF returned check. If rent or late fees are delinquent and an eviction notice is served, a fifty-dollar ($50.00) service notice fee will be charged.

WAIVER: No failure of Landlord to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.

RENT INCREASES: The Landlord shall reserve the right to increase the rent upon a thirty (30) day notice if it is not prior to the expiration of the original term of the lease. The Tenant(s) will reserve the right to approve or reject this proposal. Upon rejection, Tenant(s) shall have an additional three (15) days to vacate.

USE: The Premises shall be used exclusively as a commercial space and shall be used only for conducting business and related activities necessary to the company, and for no other purpose without prior written consent of the Landlord.

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DEFAULT: If Tenant(s) shall fail to pay rent by 5:00pm on the 5th day of each calendar month or fail to perform any other term hereof, the Landlord, at his option, may terminate all rights of Tenant(s) hereunder. Tenant(s) and Landlords acknowledge the existence of a common-law baggage lien on all personal property of Tenant(s) on the Premises in which the Landlord may dispose of in any way with or without process of law in the event of default. In the event of default by Tenant(s), Landlord may elect with or without process of law to:

(a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it comes due or

(b) at any time, terminate all of Tenants' rights hereunder and recover from Tenant(s) all damages he may incur because of the breach of the lease, including the entire cost of recovering the Premises. Tenant(s) hereby agrees to pay the remainder of this lease and for all damages in full if the Tenant(s) moves prior to the expiration of this lease whether the premises is re-rented during this period and agrees to pay this amount within 3 days after moving. It is further agreed that the Landlord has the right to change the lock at any time without notice for any default by Tenant(s) with or without process of law.

COLLECTIONS: Tenant is responsible for all fees associated with collections, with or without suit, including attorney's fees and court costs. If Tenant(s) vacates the Premises owing monies and the Landlord initiates collections, either through using a third-party collection firm, or in-house, Tenant(s) will pay market rate for a third-party collection firm or 40% for in-house collections

ABANDONMENT: Abandonment shall have occurred if (1) without notifying Landlord, Tenant is absent from the unit for seven (7) days while rent is due and owing, even though Tenants possessions may remain on the Premises; (2) without notifying Landlord, Tenant is absent one (1) day while rent is due and owing and the Tenants possessions have been removed from the Premises, and/or utilities have been cancelled in Tenants name. If Tenant abandons the Premises, the Landlord may re-take possession of the Premises and attempt to rent it at fair market value. If Tenant has left personal property in/on the Premises, the Landlord may remove it to storage and attempt to notify the Tenant of this action. The Tenant may claim said personal property by paying moving and storage charges, moving rate shall be fifty dollars ($50.00) per hour and storage shall be at a rate of five dollars ($5.00) per day, in addition to any other charges due and owing. If the Tenant fails to claim said personal property within thirty (30) days of removal from the Premises, the Landlord may dispose of, at Landlords discretion, personal property left on the Premises after Tenant has relinquished tenancy shall be deemed abandoned and may be disposed of as Landlord deems appropriate. Nothing herein shall be construed as limiting Landlord's right to assert the personal property lien addressed above in the event Tenant has failed to pay rent or other charges due.

RULES AND REGULATIONS: Tenant, guests, and invitees agrees to comply with all Covenants, Conditions, and Restrictions, Bylaws, Rules, Regulations, and Decisions of Landlord, which are at any time posted on the Premises or delivered to the Tenant. Tenant shall pay any fines or charges imposed by authorities due to any violation by the Tenant, or the guests or licensees of the Tenant. There will be a Breach of Lease notice served for any violation of this Rental Agreement, or any other rules or conditions applicable to the Premises, and a fifty-dollar ($50.00) fee will be charged for service of the notice. The Tenant, guests, or any other person shall not disturb, annoy, endanger, or interfere with other Tenants of the building or neighbors, or use the Premises for any unlawful purposes, including but not limited to: using, manufacturing, selling, storing or transporting illicit drugs or other contraband, violate any law or ordinance, or commit waste or a nuisance on or about the Premises.

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VIOLATIONS: Any violation of law by the Tenant that would expose the Owner and/or Landlord to liability or causes damage of any kind to the Owner and/or Ryan Properties LLC shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.

INSURANCE: Tenant(s) shall indemnify and hold Owner and or Landlord harmless against any claims arising out of acts of negligence of Tenant(s). Tenant(s) shall carry liability insurance, at the Tenant(s) own expense, to protect against bodily injury, public liability, and property damage, with the minimum coverage of $1,000,000.00 combined single limit liability. Tenant's insurance shall list the Owner as "Additional Insured". Insurance certificate should be delivered to Landlord within ten (10) days of occupancy, and any proposed changes thereafter (renewal, cancellation, etc.) should be delivered to Landlord at least ten (10) days prior to the change. It is recommended that the Tenant(s) carry insurance to protect loss of personal property.

ORDINANCES OR STATUTES: Tenant(s) shall comply with all statutes, ordinances, and requirement of all municipal, state, and federal authorities now in force.

RIGHT OF ENTRY AT ANY TIME: The Owner and/or Landlord may enter the Premises at any time to inspect the Premises, making necessary or agreed repairs, decorations, alterations, or improvements supplying necessary or agreed services in the event of any emergency, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, Tenant(s), workman, or contractors. **Every attempt will be made to provide the Tenant(s) with adequate notice.**

LISTING PROPERTY FOR SALE: Tenant(s) understand and acknowledge a thirty (30) day notice must be given by Landlord should the Owner decide to list the property for sale. The Tenant(s) agrees and acknowledges the Rental Agreement shall override the sale of the property and the Rental Agreement must be honored for the remainder of any Rental Agreement or extensions signed by Tenant and Landlord. Upon 30-day notice the Tenant(s) shall have the property in clean, orderly, and showing condition and shall permit access to the property for marketing pictures, showings, inspections, and repairs with a twenty-four (24) hour notice.

PERSONAL PROPERTY: Any personal property or otherwise left at the time of vacating the property shall be removed and disposed of at the sole discretion of the Landlord.

KEYS AND RE-KEYING: Tenant(s) will be provided two (2) keys to the property. All keys must be returned to the Landlord immediately after the Tenant(s) have vacated the property. No mail keys will be provided to the Tenant(s). Landlord must approve all re-keying of all locks. Should Tenant(s) re-key the locks or change the locks at any point, Tenant(s) shall be responsible for the charge of a locksmith to re-key the locks to our master key or be subject a $250.00 charge

UTILITIES: Tenant shall be responsible for the payment of all utilities, which would include gas and/or electric, water, sewer, and trash. The Owner may elect with or without process of law the shut off all utilities in the event of any default by Tenant(s).
PROPERTY TAX Property tax to be paid by tenant (lessee) when issued bill by the (lessor) from Campbell County Assessor.

MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant(s) shall at his own expense, and always, maintain Premises in a clean and sanitary manner including all equipment and appliances therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear accepted. Tenant(s) shall be responsible for damages caused by their negligence and that of its agents, employees, clients, or invitees. Tenant(s) shall not paint, paper, or otherwise redecorate or make alterations or repairs to the Premises without the prior written consent of the Landlord. Tenant(s) agrees

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and understand they are responsible for all repairs done by any Vendor. All maintenance concerns and requests for repair must be sent to the Landlord in writing and emailed to mikeryantrash@gmail.com and alryangorilla@gmail.com .

YARD MAINTENANCE AND SNOW REMOVAL: Tenants agree to be responsible for maintenance of all landscape throughout the Lease period and this will include but not limited to mowing, removing weeds, trimming, removing debris and animal feces, along with any other unsightly items, this also includes any easement areas. Tenant will disconnect hoses from outside faucets before cold weather is present to prevent frozen, broken Shillcock valves resulting in internal flooding Tenant also agrees to do snow removal on the property as promptly as possible during winter, which shall include keeping sidewalks, driveways, and parking lot free of ice, snow, and debris, and in safe condition in accordance with city ordinance. Any fines from city, county, or state agencies for neglect of yard maintenance or snow removal will be the sole responsibility of the Tenant to pay in full. If Tenant does not care for landscape as required and disregards notice to correct landscape by Landlord, Landlord reserves the right to contract the work to be done and the Tenant will incur the cost. Tenants must mow, trim yard, remove weeds, remove debris, and remove animal feces or do snow removal before vacating the property, if not Landlord will hire it to be done and shall be deducted as an expense from Tenants security deposit.

SIGNS: Tenant(s) shall not erect or maintain any sign on the outside or inside of the building or property without prior written approval. Tenant(s) shall provide sign layout to the Landlord and receive written approval by the Landlord, which shall not be unreasonably withheld or delayed, prior to installation of any interior or exterior business name sign. Any damage from sign installation or removal shall be paid by Tenant(s). No external radio or television aerials of any kind are permitted.

SMOKING: All Ryan Properties LLC properties are non-smoking. The Tenant(s), its agents, employees, clients, or invitees shall not be allowed to smoke in the building or within twenty-five (25) feet of the building. It is the responsibility of the Tenant to provide proper disposal and cleaning up any debris from its agents, employees, clients, or invitees from smoking around the Premises. Any violation shall be deemed a material violation of the Lease Agreement. Tenant(s) understands that any damage caused by smoking any substance will be considered a material violation and shall be responsible for repairs to remedy the damage. A violation of the No Smoking policy will result in forfeiture of all security and damage deposits.

INDEMNIFICATION: Owner and/or Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person or property, caused directly or indirectly by acts of God, fire, theft, burglary, malicious acts, riots, civil commotion, the element defects in the building, furnishings, equipment, walks or landscaping or by neglect of other residents of owners of contiguous property. Tenant(s) agrees to carry their own insurance covering all the above and his belongings, occurring on the Premises or any part thereof, or in common areas thereof. Tenant(s) agrees to hold the Owner and/or Landlord harmless for all claims.

CONDEMNATION: In the event that part or all the building shall be condemned by any government agency, this lease may be terminated by either party without obligation to or recourse by either party.

INSOLVENCY: If Tenant(s) files for Bankruptcy Protection, Landlord may declare this Agreement ended and all rights of Tenant(s) shall terminate.

INTEGRATION CLAUSE: This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto,
encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written.

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SUCCESSORS: This lease shall be binding on the parties, their personal representatives, successors, and assigns.

LEGAL FEES AND COSTS: In any legal action brought against the Tenant(s) to enforce any part of this agreement, the Tenant(s) shall be responsible for all legal fees and collection costs.

NOTICES: Any notices required or desired to be given under this Agreement shall be deemed given if in writing sent by certified mail to the addresses of the parties to this Lease Agreement as follows:

Landlord: Ryan Properties LLC P.O. box 834, Queen Creek, AZ 85142

Tenant: Gillette Elks Lodge #2825- signer Michael Doyen

The following are additional terms of the LEASE.

The following 105 chairs,12 round tables 2 square tables. Icemaker and coolers and all electrical equipment will be looked at as equipment.

EQUIPMENT.

a. Responsibility. The equipment furnished hereunder by Lessor shall remain the property of Lessor; however, Lessee shall have the care, custody, and control of the equipment while at the Lessee's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear of or loss or damage resulting from Lessor's handling of the equipment). Lessee agrees not to use move or alter the equipment and shall use the equipment only for its proper and intended purposes. Lessee agrees to indemnify, defend and hold harmless Lessor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons, or loss or damage to property arising out of Lessee's use, operation or possession of equipment.

b. Access. Lessee agrees to provide unobstructed access to the equipment. If the equipment is not able to function as its purpose is intended the Lessee shall pay to fix or replace. Lessor reserves the right to charge an additional fee for any additional collection services required by Lessee's failure to provide such access.

c. The "equipment" as used in these Terms and Conditions shall mean all Item that are on the premises and used for the Gillette Elks Lodge #2825 business dealings. All equipment comes "AS IS" and was in working order upon the start of this contract.

d. The current security system is for the use of the Gillette Elks Lodge #2825 to use and maintain. Ryan Properties LLC will work with Gillette Elks Lodge #2825 to insure to the best of our abilities that the system is for there use while the contract is in force.

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THE UNDERSIGNED TENANT(S) HEREBY ACKNOWLEDGES OF A COPY HEREOF AND HEREBY EXPRESSLY AGREES AND WARRANTS THAT HE/SHE IS IN AUTHORITY TO SIGN FOR ALL TENANT(S) AND HAS READ AND UNDERSTANDS THIS ENTIRE LEASE AGREEMENT.

Tenant: Gillette Elks Lodge #2825

Signature Trustee (President) _____

Signature Trustee (Treasure) _____

Tenants Phone # 307 · 299 · 1486

Tenants E-mail: mikedreyer2825@gmail.com

Landlord, Acting as Authorized Agent
Ryan Properties LLC
Michael Ryan Michael Ryan

Stage
Open
Area
BAR
Bar Area
Mens Restroom
Womens Restroom
Serving Window
Serving Area
Closet
Stage
Storage
Downstairs
Front

Gillette Police Department

P.O. Box 518
Gillette, WY 82717
Website: www.gillettewy.gov

Administration: (307) 686-5232
Non-Emergency: (307) 682-5155
Administration Fax: (307) 686-0396

Chief of Police
Chuck Deaton

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: Gillette Elks Lodge #2825

Common name (doing business as): Gillette Elks Lodge #2825

Street address: 2200 Greenway Drive, Gillette WY 82716

Phone #: 307-682-0333

Type of license: Retail (Limited) Restaurant Bar & Grill Delivery

Hours of Operation

Our planned hours of operation are: Wednesday and Thursday, Friday 5:00 PM to 10:00 PM (depending on patrons)

Last call will be 30 **minutes before closing and last service will be** 30 **minutes before closing.**

Format

The premises will be operated as: Fraternal Club, bar. Bingo on Saturday nights from 5pm to 10:00pm

Include:

Nature of business	Regular Events	Special Events
(Bar)	Happy hour	Competitions of strength
Package Liquor	Live Entertainment	Sexually oriented entertainment
Restaurant		Other special events

(All outside events require a malt beverage or catering permit.)

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

Security / Crowd Control / Capacity Limits

The official capacity limit for our business is: 150

In order to comply with our capacity limits we shall: Bartender / Bar manager / staff will monitor

We shall maintain peace and order in and around our business by: Monitoring the amount of alcohol served and make sure noise is kept to a minimum.

Rules of the establishment shall be enforced by: Bar manager and staff

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen to twenty year old servers in restaurants if applicable, our establishment will: TIPS training. The Elks Lodge holds a monthly breakfast and this is the only time people under 21 are used to serve and they help serve breakfast food (not alcohol) and clean up after event.

If you retain full retail license, do you plan on alcohol delivery? Yes or (No)

What is your operational plan to ensure compliance with state statute if you answered yes?

Signature of License Holder — Date: 6/7/2024

Brian C. Woodward — Printed Name

Bar Manager
Gillette Elks