CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.
Tuesday, January 20, 2026
6:00 PM

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. **Invocation and Pledge of Allegiance led by Reverend Phil Jones of Roadway Alliance 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. **Regular Meeting Minutes - January 6, 2026**

2. **ORDINANCE 3RD READING: Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 6/0/1 Abstention)**

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

3. **ORDINANCE 3RD READING: Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for a Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 7/0)**

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

4. **Bills and Claims**

   Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. Mayor Lundvall - $312,799.94
S & S Builders - Pump Station #1 Upgrades - $297,159.94
First National Bank - Pump Station #1 Upgrades - $15,640.00

Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. A Proclamation Designating January 2026 as National Mentoring Month. ~ YES House

Staff Reference: Michael H. Cole, City Administrator

2. Fleet Presentation

Staff Reference: Sawley Wilde, Public Works Director

H. UNFINISHED BUSINESS

I. PUBLIC HEARINGS AND CONSIDERATIONS

1. A Public Hearing to Consider Amendments to the Gillette City Budget for FY2025-2026.

Staff Reference: Michelle Henderson, Finance Director

2. Council Consideration of a Resolution to Approve Amendments to the Gillette City Budget for FY2025-2026.

Staff Reference: Michelle Henderson, Finance Director

J. NEW BUSINESS

1. Council Consideration for the Acceptance of Development Improvements for the Gillette Travel Center, Installed by DRM, Inc., on Behalf of the Developer, D A Peterson Company, LLC.

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

2. Council Consideration for the Acceptance of a Permanent Sewer Utility Easement for 200 N. Garner Lake Rd, Prepared by DOWL, on Behalf of the Developer, D A Peterson Company, LLC.

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

3. **Council Consideration for the Acceptance of the Wastewater Treatment Facility Administration Building HVAC Replacement and Improvements Project Installed by Powder River Heating and Air Conditioning, in the Amount of $377,545.**

   Staff Reference: MAP - Joff Pilon, P.E., Utilities Director

4. **Council Consideration for the Acceptance of the Gurley Overpass Study, Prepared by HDR, Inc., in the Amount of $56,270.27 (1% Project).**

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

5. **Council Consideration of a Resolution Granting Authority to City Staff to Negotiate a Professional Services Agreement to proceed with Option 3, as described in the 2026 Gurley Overpass Evaluation Study for the Gurley Overpass Project.**

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

6. **Council Consideration of a Professional Services Agreement for Design Services Associated with the Red Hills Tank Project with Morrison-Maierle, Inc. in the Amount of $282,000.00.**

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

7. **Council Consideration of a Bid Award for the Sutherland Subdivision Resurfacing Project to Croell, Inc. in the amount of $1,531,960.85 (1% Project).**

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

8. **Council Consideration to Authorize the purchase of a used 2024 Ford Expedition Max from Ken Garff Ford, Cheyenne, Wyoming, in the amount of $56,855.00 for the replacement of Unit 59 for the Police Department.**

   Staff Reference: Sawley Wilde, Public Works Director

9. **Council Consideration to Authorize the Mayor to Sign Amendment No. 23 to the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.**

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

10. **Council Consideration of a Resolution to Authorize the Mayor to Execute the Fourth Amended and Restated Generation Dispatch and Energy Management Agreement with Black Hills Power, Inc.**

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

11. **Council Consideration to Authorize the Mayor to Execute a Service Agreement for Network Integration Transmission Service with Black Hills Power, Inc.**

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

12. **Council Consideration to Authorize the Mayor to Execute the Network Operation Agreement with Black Hills Power, Inc.**

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

13. **Council Authorization for the Mayor to Execute a Quitclaim Deed Between the City of Gillette, Wyoming, and the Gillette Community College District Regarding Real Property Commonly Known as Tanner Village and Inspiration Hall upon Removal of Certain Title Encumbrances.**

    Staff Reference: Sean Brown, City Attorney

14. **Council Authorization for the Mayor to Execute a Quitclaim Deed Between the City of Gillette, Wyoming, and Campbell County Economic Development Corporation d/b/a Energy Capital Economic Development Regarding .60 acres of Vacant Land Near 345 Sinclair St., Gillette, WY 82718.**

    Staff Reference: Sean Brown, City Attorney

15. **Council Consideration of a Lease Between Graceland, A Nonprofit Corporation and The City of Gillette, Wyoming, Regarding 2910 South Douglas Highway, Gillette, WY 82718.**

    Staff Reference: Sean Brown, City Attorney

16. **Council Consideration of a Resolution Approving and Authorizing the Final Plat of Pronghorn Ranch Phase III, to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 6/0/1 Abstention)**

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

17. **Council Consideration of a Resolution Approving and Authorizing the Meyers Subdivision to be known as Lots 1 & 2 of the Meyers Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 6/0)**

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

18. **Appointment of City Council President for 2026.**

    Staff Reference: Michael H. Cole, City Administrator

19. **Council Consideration for the Assignment of a Primary and Alternate Liaison to the Boys and Girls Club for Calendar Year 2026.**

    Staff Reference: Michael H. Cole, City Administrator

20. **Council Consideration for the Assignment of a Primary and Alternate Liaison to the Campbell County Senior Center for Calendar Year 2026.**

    Staff Reference: Michael H. Cole, City Administrator

21. **Council Consideration for the Assignment of a Primary and Alternate Liaison to the**

Campbell County Joint Powers Public Land Board for Calendar Year 2026.

Staff Reference: Michael H. Cole, City Administrator

22. **Council Consideration for the Assignment of a Primary and Alternate Liaison to the Campbell County Prevention Council for Calendar Year 2026.**

    Staff Reference: Michael H. Cole, City Administrator

23. **Council Consideration for the Assignment of a Primary and Alternate Liaison to the Community Mental Health Steering Committee for Calendar Year 2026.**

    Staff Reference: Michael H. Cole, City Administrator

24. **Council Consideration for the Assignment of a Primary and Alternate Liaison to the Council of Community Services for Calendar Year 2026.**

    Staff Reference: Michael H. Cole, City Administrator

25. **Council Consideration for the Assignment of a Primary and Alternate Liaison to Gillette Main Street for Calendar Year 2026.**

    Staff Reference: Michael H. Cole, City Administrator

26. **Council Consideration for the Assignment of a Primary and Alternate Liaison to the Campbell County Joint Powers Lodging Tax Board for Calendar Year 2026.**

    Staff Reference: Michael H. Cole, City Administrator

27. **Council Consideration for the Assignment of up to three (3) council members to the City's Finance / Audit Committee for Calendar Year 2026.**

    Staff Reference: Michael H. Cole, City Administrator

K. 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.

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

   Staff Reference: Michael H. Cole, City Administrator

L. ADMINISTRATOR'S REPORT

M. EXECUTIVE SESSION

N. ADJOURNMENT

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Regular Meeting Minutes - January 6, 2026

ATTACHMENTS:
260106 Regular Meeting

A Regular Meeting of the City Council was held on Tuesday the 6th day of January 2026, in the City Hall Council Chambers.

Present were Councilmembers Smith, McLeland, Gross, Carsrud, Clary, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Chief of Police Deaton; Directors Henderson, Muzzarelli, Pilon, Toscana, Wasson, and Wilde; Accounts Payable Specialist Sharp; and City Clerk Allen.

Invocation and Pledge of Allegiance
The Invocation and Pledge of Allegiance was led by Pastor Marty Crump of Family Life Church.

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

Approval of Consent Agenda
Minutes
Regular Meeting Minutes – December 16, 2025

Bills and Claims
Absolute Auto, LLC, 2,629.39; Action Lock & Key LLC, 148.00; Adobe Systems Inc, 784.77; Air Tech Inc, 986.00; Alliant Insurance Services, 451.00; Alsco, 2,007.81; Alvin Fabris, 325.00; Anixter Power Solutions, 146,849.14; Architectural Specialties LLC, 4,885.41;Atlas Office Products, 1,382.67; Balco Uniform Co., Inc, 1,381.19; Barco Municipal Products, Inc, 369.73; BBR LLC, 356.22; Bear Communications Inc, 973.00; Bell, Danielle, 125.75; Bennett Weber & Hermstad LLP, 38,750.00; BFT LP, 1,035.99; Bietz, Garrett, 95.75; Big Horn Tire Inc, 5,217.42; Black Hills Energy, 6,185.30; Black Hills Energy, 24,980.95; Black Hills Power & Light, 189,359.16; Black Hills Power & Light, 49,568.56; Black Hills Power & Light, 749,800.17; Black Hills Power & Light, 251,020.96; Black Hills Wyoming LLC, 206,479.84; Black Hills Wyoming LLC, 302,521.09; Blue Cross Blue Shield of Wyoming, 175,188.33; Blue Cross Blue Shield of Wyoming, 196,681.48; Blue Cross Blue Shield of Wyoming, 123,157.31; Bomgaars Supply, 29.98; Border States Electric, 12,768.55; Boys And Girls Club Of Campbell County, 42,500.00; Brown, Amber, 32.14; Bungert, Jaemee, 109.85; Campbell County Senior Citizen Center, 169,000.00; Campbell County Sheriff, 1,625.00; Castillo Talavera, Sebastian, 157.37; Central Truck & Diesel Inc, 4,948.86; CenturyLink, 154.40; Charter Media, 1,299.00; Chloe Murray, 930.00; City Clerk Office, 1,892.40; City Of Gillette - Petty Cash, 92.00; CNA Surety, 500.00; Collection Professionals Gillette, 580.76; Compass Indian Hills LLC, 23.16; Compasscom Software, 53,818.38; Convergeone Inc, 68,421.18; Cook, Nathan, 0.01; Core & Main, 64,835.15; Coulter West, 195.54; Council Of Community Services, 75,000.00; Courtney Lorraine Fulginiti, 225.00; Craig Furman, 225.00; Crum Electric Supply Company, 5,486.25; Cummins Rocky Mountain Inc, 29,680.01; CuraLinc, LLC, 1,128.90; Daggett Control Company, LLC, 1,474.80; Davis & Cannon LLP, 110.00; Dawson Infrastructure Solutions, 117.57; Dell Computer Corp, 9,060.04; Delta Dental of Wyoming, 28,381.35; Department of Energy, 62,467.41; Design Construction LLC, 3,542.00; Deyo, Jaymie, 127.10; Donaldson, Raymond, 82.25; Eastview Estates LLC, 20.70; Eastview Estates LLC, 40.73; Eastview Estates LLC, 33.24; Eastview Estates LLC, 74.25; Eaton Sales & Service LLC, 1,245.00;Employment Testing Center of Wyoming, 650.00; Energy Capital Economic Development, 65,000.00; Energy Laboratories Inc, 1,434.10; Engel, John, 153.96; Farmer Brothers Company, 625.85; Ferguson Enterprises LLC #3325, 716.45; Ferguson Enterprises, Inc #1116, 2,368.00; Fifth Asset, Inc, 11,000.00; First Class Auto, 5,259.02; First National Bank of Gillette, 6,134.00; Flagshooter LLC, 835.37; Flanders, Meranda, 55.91; Flores, Destiny, 196.35; Frandson Safety Inc, 220.00; Gades Sales Company Inc, 780.00; Galbreath, Scott, 161.56; Gallagher Benefit Services, Inc, 157.50; Galls, An Aramark Company, 1,318.83; Garcia, Pascual, 128.21; Garratt Callahan Company, 730.00; Gillette Abuse Refuge Corporation, 47,500.00; Gillette Contractors Supply Inc, 13,876.69; GovConnection, 1,033.08; Gowen, Sean, 123.17; Granicus LLC, 12,094.72; Green, Daniel, 123.40; Greiner Motor Company, 3,867.55; Grossenburg Implement Incorporated, 1,059.13; Hach Company, 649.20; HD Supply Inc, 696.98; HDR Engineering Inc, 50,064.27; HealthEquity, Inc., 741.25; HealthEquity, Inc., 888.57; HealthEquity, Inc., 2,343.16; HealthEquity, Inc., 1,436.51; Highview MHC LLC, 46.44; Highview MHC LLC, 86.03; Highview MHC LLC, 120.72; Highview MHC LLC, 79.14; Highview MHC LLC, 54.67; Homax Oil, 49,681.94; Home Fire Foods, 210.00; Horn, Shelley & Herbert, 55.84; Horrocks, Ben, 40.94; Hossfeld, Caleb, 11.19; Hotline Electrical, 30,394.23; Hub International Mountain States Limited, 100.00; Hughes Fire Equipment, Inc., 2,422.15; Interstate Power Systems Inc, 10,981.64; It Outlet Inc, 3,460.00; Jack's Truck Center Inc, 5,645.48; Jenkins, Laurie, 34.45; Jenner Equipment Co, 1,440.13; Joe Johnson Equipment, LLC, 492.79; Johnson, Edie, 151.94; Jose Guerrero, 4,475.00; Juan Carlos Hernandez Contrearas, 89.49; Karen's Delivery Service, 141.00; Kilian, Brooke,

300.19; Mark A Porter, 31,325.00; Martin, Kenyon, 170.05; Matthew Hutton, 200.00; Mcclintick, James, 82.25; Mccrometer Inc, 21,824.89; MCM General Contractors, 16,798.25; Medicus Health Direct, Inc., 3,412.30; Motorola Government Markets Sales, 24,024.27; Mt View Apts, 2-0091, 233.63; Native Energy Solutions LLC, 281.63; Newman Signs Inc, 1,999.74; News Record, 6,833.20; Norco Inc, 1,082.59; Norco Inc, 6,023.99; Office Of State Lands and Investments, 106,944.25; Optum Health Financial Services, 140.80; Optum Health Financial Services, 209.00; Outpost24 Inc, 4,564.14; Paintbrush Sewer & Drain, 487.00; Paredes, Lillian, 141.88; Partsone LLC, 4,081.76; PCA Engineering Inc, 4,065.20; Personal Frontiers Inc, 31,500.00; Pioneer Mountain Ventures LLC, 129.45; Postal Pros Southwest Inc, 4,835.85; Powder River Energy Corporation, 8,708.78; Powder River Heating & Conditioning Corporation, 9,407.49; Prime Rib Restaurant, 5,172.75; Pro Force Law Enforcement, 832.53; Pro Windmill Inc, 540.00; Quality Land Holdings LLC, 156.39; Randall, Mike, 89.75; Rapid Wire LLC, 175.20; Rapid Wire LLC, 177.39; RDO Equipment Co, 146.03; Renegade Plumbing, Heating and Air LLC, 8,880.00; Rms Instrument & Electrical, LLC, 12,428.00; Rocky Mountain Hoist Service, 3,874.23;Roto Rooter Sewer Service, 685.00; RVE, Inc, 4,599.20; Ryan McCaffrey, 2,000.00; Ryan Schrock, 1,552.00; S & S Builders, 68,909.00; Salina Paez, Jose, 71.29; Salt City Sales Inc, 333.36; Sanity Solutions, Inc, 23,252.77; Scott Brothers Inc, 345.00; Seavey, David, 106.57; Selby's, 11,000.00; Shay Lundvall, 61.71; Simon Contractors, 3,716.54; Simpson's Printing, 229.00; Sir Speedy, 821.27; Snowden, Devon, 127.94; Source Office Products, 8,754.12; Southwestern Equipment Company, 3,560.80; Spencer Fluid Power, 726.00; State of Wyoming Dept of Family Services, 200.00; Sterling Infosystems, Inc, 359.71; Stotz Equipment, 92.69; Stuart C. Irby Co, 201,289.28; Terrell, Michael & Natasha, 3.87; Terry Sjolin, 225.00; That Embroidery Place, 980.80; Three Otaku LLC, 171.90; Thunder Basin Ford LLC, 6,113.88; Titus, Steven, 8.65; TMMI, LLC, 1,297.10; Torgerson's, LLC, 1,591.12; Tri Mountain Construction Inc, 104.79; Tyler Technologies Inc, 2,050.00; United Central Industrial Supply Co, 1,555.78; Van Ewing Construction, 116,546.09; Verizon Wireless, 8,978.37; Verizon Wireless, 1,902.21; Verizon Wireless, 9,640.51; Vertz, Shane, 15.49; Visitation & Advocacy For 6th Judicial District, 35,926.00; Waste Connections of Wyoming, 618.40; Wells Fargo Bank, 96,982.00; Wells Fargo Bank, 1,098,875.00; Wells Fargo Bank, 217,093.73; Wesco Receivables Corp, 13,235.34; Western Services LLC, 35,955.68; Western Stationers, 2,102.36; Westview MHC LLC, 95.57; Westview MHC LLC, 1.87; Westview MHC LLC, 44.79; Westview MHC LLC, 66.40; White's Frontier Motors, 546.05; Wilkinson, Michael, 39.22; WWC Engineering, 3,623.00; Wyoming Center For Clinical Excellence, 2,500.00; Wyoming Cooperative Liquid Assets Securities, 65,086.06; Wyoming Cooperative Liquid Assets Securities, 115,650.07; Wyoming Cooperative Liquid Assets Securities, 20,483.33; Wyoming Cooperative Liquid Assets Securities, 25,070.55; Wyoming Dept of Transportation, 10.00; Wyoming Government Investment Fund, 4,000,000.00; Wyoming Government Investment Fund, 72,035.72; Wyoming Government Investment Fund, 1,063,318.03; Wyoming Government Investment Fund, 34,526.30; Wyoming Lawn Pro Corp, 1,500.00; Wyoming Machinery Co, 342.20; Wyoming Secretary of State, 60.00; Xerox Corporation, 442.38; Y Cross Services LLC, 13.24; Youth Emergency Services Inc, 96,000.00

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

Approval of Conflict Claims

Councilmember Gross made a motion to approve a conflict claim for Mayor Lundvall in the amount of $68,970.71; seconded by councilmember Carsrud. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. Mayor Lundvall abstained. The motion carried.

Comments

Council

Councilmember West expressed appreciation for the Christmas decorations around the city.

Councilmember Carsrud reported congratulations to his daughter who had her fourth child recently.

Proclamations / Presentations

Representatives of the Campbell County Semi Quincentennial announced Campbell County's 250 Commemoration before awarding recognition to a Rawhide Elementary School student, Braylin Hit, for winning the logo design. Mayor Lundvall then proclaimed 2026 as Campbell County 250 Commemoration.

Ramsey Sharp, Finance Department, was recognized for 20 years of service to the City of Gillette by Director Henderson.

Dan Allard, HDR Senior Bridge Engineer, and Mike Oakley, HDR Transportation Program Manager, presented three options based off their report and findings regarding the Gurley Overpass Evaluation. They summarized key issues facing the current structure, and offered 3 options for repair or replacement:

- Option 1: Repair the deck with milling overlay, deck patching and sealing, and new joints for an estimated $6,000,000-$8,000,000.00 with an expected service life of 8-10 years.
- Option 2: A full deck replacement and widening (41' deck), adding sidewalks & shared-use paths, new girders and widened structures for $18,000,000-$24,000,000, with an expected service life of 30 years.
- Option 3: Remove the old bridge and replace it with a new wider (47' deck), shorter bridge span, with approach fills and retaining walls for $27,000,000-$31,000,000, with an expected service life of 75 years.

Councilmembers took turns expressing their concerns and asking follow-up questions.

Director Toscana presented a Things to Know Video for January 2026.

Unfinished Business

ORDINANCE 2ND READING

ORDINANCE NO. 26-10

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1, PRONGHORN RANCH PHASE III, FROM R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT. (PLANNING COMMISSION VOTE: 6/0/1 ABSTENTION)

Councilmember West made a motion to approve the foregoing Ordinance on second reading, seconded by councilmember Carsrud. Administrator Cole explained the zone change of the subdivision in further detail. All voted aye. The motion carried.

ORDINANCE NO. 26-11

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR A PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALL OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 49, RANGE 72, ALSO KNOWN AS 4500 FORCE ROAD, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, AND AG, AGRICULTURAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT. (PLANNING COMMISSION VOTE: 7/0)

Councilmember West made a motion to approve the foregoing Ordinance on second reading, seconded by councilmember Clary. Administrator Cole explained the zoning change in further detail. All voted aye. The motion carried.

New Business

Minute Action

Councilmember Gross made a motion to Designate the Gillette News Record as the Official Newspaper for a one-year term for 2026; seconded by councilmember West. All voted aye. The motion carried.

Councilmember West made a motion to approve the appointment of the following banks as authorized depositories for public funds of the City of Gillette for the 2026 calendar year: ANB Bank, First Interstate Bank, First National Bank, First Northern Bank, Pinnacle Bank, Security State Bank, and US Bank NA; seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember Carsrud made a motion to approve the re-appointment of Alison O. Gee and Christopher R. Ringer as Municipal Court Judges for 2026; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Gross made a motion to approve the re-appointment of Sean Brown as the City Attorney for 2026; seconded by Council President Carsrud. All voted aye. The motion carried.

Councilmember West made a motion to appoint the Energy Capital Executive Director, or his designee, to the Wyoming Smart Capital Network Advisory Council on behalf of the City of Gillette; seconded by Council President Carsrud. Administrator Cole explained reasoning why he wishes for this item to be denied at this time so that he can stay on the Board for six more months. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted nay. The motion carried.

Council President Carsrud made a motion to appoint Cassidy Westbrook to a 3 Year Term on the Board of Adjustment, expiring 12/31/2028; seconded by councilmember West. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. The motion carried.

Council President Carsrud made a motion to appoint the 5 following individuals to 3 Year Terms on the Board of Examiners: Trenton Lake (Plumber), RJ Thomas (Electrician), Terry Smith (Builder), Lance Walker (At-Large), John Pettyjohn (At-Large); seconded by councilmember McLeland. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. The motion carried.

Council President Carsrud made a motion to appoint Tonja Cale to a 3 Year Term on the Council of Community Services Board, expiring 12/31/2028; seconded by councilmember McLeland. Councilmember Gross explained that the bylaws for the Council of Community Services Board do not require the applicant to be a city resident. Administrator Cole explained that the city website did have notice that an applicant would need to live in city limits. Cole stated that the error will be corrected on the website immediately. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. The motion carried.

Council President Carsrud made a motion to appoint Claudia Urlaub to a 3 Year Term on the Campbell County Joint Powers Lodging Tax Board, expiring 12/31/2028; seconded by councilmember McLeland. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. The motion carried.

Council President Carsrud made a motion to appoint Brenda Kirk to a 3 Year Term on the Gillette Historic Preservation Commission, expiring 12/31/2028; seconded by councilmember Gross. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. The motion carried.

Council President Carsrud made a motion to appoint Jeff Gray and Zach Looney to 3 Year Terms on the Softball Commission, expiring 12/31/2028; seconded by councilmember Clary. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. The motion carried.

Council President Carsrud made a motion to appoint Chuck Deaton to 1 (One) Three Year Term on the Retiree Health Benefit Trust Committee, expiring 12/31/2028; seconded by councilmember Clary. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. The motion carried.

Council President Carsrud made a motion to appoint Michelle Henderson to a 3 Year Term on the Wyoming Municipal Electric Joint Powers Board, expiring 12/31/2028; seconded by councilmember Gross. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. The motion carried.

Council President Carsrud made a motion for the Acceptance of Public Improvements for the Force Road Mill and Overlay Project, installed by Simon Contractors, in the amount of $564,300.59 (1% Project); seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember West made a motion for the Acceptance of Public Improvements for the Allen Avenue Reconstruction Project, installed by Dan Hart Patrol Service, LLC in the amount of $1,881,860.31 (1% Project); seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember West made a motion for the Acceptance of the Dalbey Memorial Park Improvements Study, Prepared by RVi, in the amount of $242,911.00 (1% Project); seconded by councilmember Gross. Administrator Cole explained that this action item is follow-up from the previous meeting's presentation. All voted aye. The motion carried.

Councilmember West made a motion for the Acceptance of the 2025 Sewer Point Repairs Project at Delanie Court and Black Hills Urgent Care, installed by DRM, Inc. in the amount of $136,937.07 (1% Project); seconded by councilmember Gross. Administrator Cole explained that the locations of the two failed sewer lines were in separate areas. All voted aye. The motion carried.

Council President Carsrud made a motion for the Acceptance of the Sutherland Subdivision Valve Project: Phase 2, installed by Hot Iron, Inc., in the amount of $183,917.45 (1% Project); seconded by councilmember Clary. Councilmember Gross expressed kudos for the job Hot Iron, Inc did. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Purchase and Sale Contract Between the City of Gillette and David Schmidt Regarding 2910 South Douglas Highway, Gillette, WY 82718 in the amount of $141,000.00; seconded by councilmember McLeland. Attorney Brown explained the purchase and added that the next action item will also include a subsequent lease agreement to continue AA meetings. All voted aye. The motion carried.

Councilmember West made a motion to approve a Purchase and Sale Contract Between the City of Gillette and Stewart Petersen Property, LLC Regarding 604 Edwards Street, Gillette, WY 82716 in the amount of $78,000.00; seconded by councilmember McLeland. All voted aye. The motion carried.

Public Comment
Commissioner Means asked questions pertaining to options for the Gurley Overpass.

Administrator's Report
Administrator Cole explained next steps for the Gurley Overpass project and wished the community a Happy New Year.

Adjournment:
There being no further business to come before the Council, the meeting was adjourned at 7:32 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, January 20, 2026, in the City Hall Council Chambers.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: January 13, 2026

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

ORDINANCE 3RD READING: Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 6/0/1 Abstention)

PROJECT NUMBER:

PL2025-0048 â€“ Map Amendment â€“ Lot 1, Pronghorn Ranch Phase III

CASE BACKGROUND:

CITY COUNCIL 1ST READING VOTE: 6/1
CITY COUNCIL 1ST READING VOTE: 7/0

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres. The minimum district size for an R-R zoning district is 10 acres; this rezone will meet the minimum district requirements, as it will merge with the adjacent R-R district to the south that is 288.93 acres. The area that contains this rezone is being subdivided with the property to the south that has one house, a detached garage, and two sheds on it. The property does have access to city utilities (water, wastewater, and electrical) running along Knollwood Drive.

The surrounding Zoning Districts are:
North – R-4, Multi-Family District
East – R-1, Single Family District
South – R-R, Rural Residential District
West – R-4, Multi-Family District

Per Section 1.e(1) Amendment Procedures, Statement of Policy:
Any person, corporation, or the City may initiate amendments to the Zoning Code to:
a) Correct an obvious error or oversight in the regulations; or
b) Recognize changing conditions in the City that requires an amendment(s) for the public health,

safety, or general welfare.

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family, and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

The Planning Commission voted to approve this case with a vote of 6/0/1 Abstention at their December 9, 2025, meeting.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:
Ordinance
Vicinity Sketch
Rezoning Exhibit
Planning Requirements
Planning Commission Minutes 12/09/2025
Finding of Facts PL2025-0048

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1, PRONGHORN RANCH PHASE III, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

Lot 1, Pronghorn Ranch Phase III, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Lot 1, Pronghorn Ranch Phase III, City of Gillette, Campbell County, Wyoming, is hereby amended from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Publication Date:

Vicinity Sketch - North of Knollwood Dr. - Zoning Map Amendment



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

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1 inch equals 167 feet

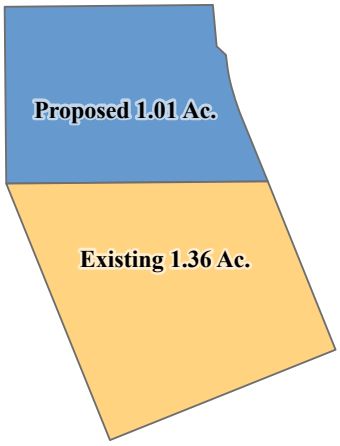
1 inch equals 0.03 miles

November 19, 2025

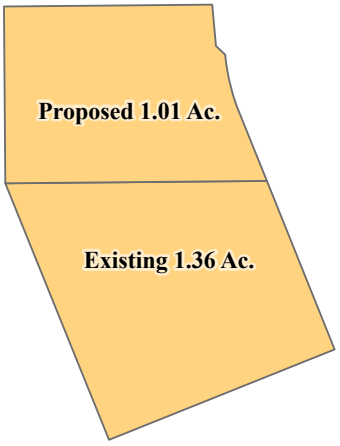
PROPOSED ZONING EXHIBIT

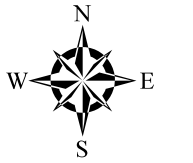
TRACT G OF PRONGHORN RANCH, PHASE I
BEING SITUATED IN A PORTION OF
SW1/4 NE1/4 OF SECTION 32,
T 50 N - R 72 W, 6TH PM
GILLETTE, WYOMING

EXISTING ZONING:
R-4, MULTI-FAMILY RESIDENTIAL &
R-R, RURAL RESIDENTIAL



PROPOSED ZONING:
R-R, RURAL RESIDENTIAL





0 200

Scale 1" = 200 ft

CREATED BY: JMAYCOCK
DATE: 11/10/2025 11:01 AM
LSI JOB# 25-161A
WALKER - REZONING

LEGEND

- MULTI-FAMILY RESIDENTIAL DISTRICT (R-4)
- RURAL RESIDENTIAL DISTRICT (R-R)

LANCE WALKER
2413 KNOLLWOOD DRIVE
GILLETTE, WYOMING 82718

LAND SURVEYING INC.
209 NORTH WORKS AVENUE
GILLETTE, WYOMING 82716

PROPOSED ZONING EXHIBIT
TRACT G OF PRONGHORN RANCH, PHASE I
BEING SITUATED IN A PORTION OF THE
SW1/4 NE1/4 OF SECTION 32,
T 50 N - R 72 W, 6TH PM
GILLETTE, WYOMING

Planning Requirements

PL2025-0048

Zoning Map Amendment | Lot 1, Pronghorn Ranch Phase III

There are no Planning Requirements for this case.

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, Jack Colson, Brian Rozier, and Lance Walker.

Commission Members Absent:None

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City 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 Matthew Nelson to approve the meeting minutes of October 28, 2025. Brian Rozier seconded the motion. Motion carried 7/0.

Case No. PL2025-0047 – ZONING MAP AMENDMENT – 4500 Force Road

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres.

The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

Meredith Duvall said there was one call from the public regarding the case and it was a general inquiry only.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Jack Colson asked if the applicant/owner was planning to connect Hidden Valley Road, and Meredith Duvall said that it was unknown as there have been no subdivision plats received by the city's Planning Division.

Riley Kleven, resident on Spring Hill Road located north of the proposed rezone area, was present and asked if there were plans to subdivide the property and if so, how it would be subdivided. Meredith Duvall said while they can subdivide the property at this time the owners have only submitted for the rezoning of the property. Ms. Duvall said that if a subdivision of the property were to happen then all the same notices with a mailing, and sign on the property would happen just like the rezoning of the property had.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Lance Walker seconded. The Motion carried 7/0.

Case No. PL2025-0041 – NEW TOWER – 3000 Lakeway Rd

The applicant proposes to construct a new 100-foot stealth monopole wireless communications tower at 3000 W Lakeway Road. The property is a large parcel located at the intersection of W Lakeway Road and Skyline Drive, and is zoned C-1, General Commercial District.

Section 9 of the Zoning Ordinance identifies “privately owned land in commercial zones” as a preferred location for new wireless towers. The proposed tower would be situated approximately 300 feet north of W Lakeway Road, and 100 feet west of Skyline Drive. Access to the site is provided by Skyline Dr and will require permitting through the Wyoming Department of Transportation.

The proposed facility is intended to address an existing coverage gap in the wireless network and will meet the required ½ mile tower spacing standard in Section 9. The selected location reflects an effort to balance technical network requirements with community compatibility, aesthetic sensitivity, and compliance with the City’s design standards for stealth facilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Andy Cockell, with Maverick Towers, was present and said his company had proposed two designs for the cell tower: a monopine design that he thought didn’t work great in the Gillette area but does meet the stealth requirement of the Zoning Ordinance, and a earthtone standard monopole design.

Chair Hottell inquired regarding the voting procedure for the two tower design options presented by Mr. Cockrell. Ms. Stefanick clarified that the Commission may move to approve either design. She noted that should a motion for one version fail, the Commission is permitted to subsequently vote on the alternative design.

Ms. Stefanick stated that staff recommends the stealth monopine design due to the area’s commercial zoning and potential for future development. She noted that if the design is not approved now, the City will not have the authority to require the owners to retrofit the tower for stealth in the future.

Lance Walker asked about the maintenance on the stealth monopine versus the standard monopole design. Mr. Cockrell said the stealth monopine is more expensive to build and requires more labor to maintain.

There being no further comments or questions, Chair Hottell made a motion to approve the stealth monopine tower for the case, and Lance Walker seconded. The Motion carried 7/0.

Case No. PL2025-0042 – MINOR SUBDIVISION – 2701 Lakeway Rd

The applicant proposes to subdivide an existing 24.38 acre parcel located at 2701 Lakeway Road and combine the subdivided 1.01 acre parcel with 2413 Knollwood Drive, creating two lots.

Tract P (known as 2701 Lakeway Road) will be 23.38 acres and has no existing structures on it. Lot 1 will be 2.40 acres and has one house, a detached garage, and two sheds on it. Tract P is zoned R-4, Multi-Family Residential District and at this

time is to remain R-4. Lot 1 will contain two zoning districts, R-4, Multi-Family and R-R, Rural Residential, so the property owner has requested a Zoning Map Amendment to correct this – PL2025-0048.

Meredith Duvall said the city received two calls regarding the case. One caller asked about drainage and requested a copy of the plat. Ms. Duvall informed the caller that the plat was currently unavailable as it was under revision. The second caller questioned the reason for merging the properties and expressed concern regarding potential business storage on the residential lot. Ms. Duvall said that both callers were notified of the upcoming public hearing dates for the Planning Commission and City Council meetings.

Chair Hottell asked if this property was just recently rezoned, and Ms. Duvall said it had been rezoned to R-4, Multi-Family Residential, earlier this year.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Brian Rozier seconded. The Motion carried 6/0/1 Abstention.

Case No. PL2025-0048 – ZONING MAP AMENDMENT – Lot 1, Pronghorn Ranch Ph III

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres.

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family, and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Kathy Hopkins, resident of the area on Bush Avenue, was present and asked if there were plans to extend Knollwood Avenue. Ms. Duvall said that the extension of the road would require a major subdivision due to the extension of utilities that would be needed for it. Ms. Duvall said the Planning Division has not received any plans for the road to be extended. Ms. Hopkins said she does not want the road to be extended.

There being no further comments or questions, Richard Cone made a motion to approve the case, and Ian Scott seconded. The Motion carried 6/0/1 Abstention.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the December 23, 2025, meeting is canceled, and the next meeting will be January 13, 2026.

ADJOURNMENT The meeting was adjourned at 5:43 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE	)	PL2025-0048
	)	ZONING MAP AMENDMENT LOT 1, PRONGHORN RANCH PHASE III CITY OF GILLETTE ZONING ORDINANCE
PETITIONER	)	LANCE WALKER

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission ("Commission") on December 9, 2025, for hearing on the Zoning Map Amendment filed by Petitioner Lance Walker, LLC. Petitioner seeks to change the zoning district of Lot 1, Pronghorn Ranch Phase III from R-4, Multi-Family Residential District, to R-R, Rural Residential District. Chair Shaun Hottell, chairman of the Commission presided. Commissioners Vice-chair Richard Cone, Ian Scott, Jack Colson, Matthew Nelson, and Brian Rozier were also present. Lance Walker recused himself.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings. Cevin Imus of Land Surveying Incorporated, representing Lance Walker, was present. The Commission, having heard the statements and evidence presented by the Petitioner/Case Manager, and having considered the matter, reviewed the case herein, and being otherwise fully advised on the premises, makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. These matters are a request by the Petitioner to change the Zoning District Map of the City of Gillette.

2. Petitioner is requesting to change the zoning for Lot 1, Pronghorn Ranch Phase III.

3. Case Manager established that the current Zoning Ordinance requires all proposed

amendments to the Zoning Ordinance through Map Amendment Procedures, as required by Section 1.e., of the Code, to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety, or general welfare.

4. Petitioner established that the Zoning Map Amendment will change the Zoning Map for Lot 1, Pronghorn Ranch Phase III from R-4, Multi-Family Residential District, to R-R, Rural Residential District.

5. Notice of the hearing date and times were published in the local newspaper of record, as required by W.S.15-1-602.

6. At the hearing, the Case Manger demonstrated the proposed district change will not adversely affect the character of neighborhood.

7. Case Manger established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for Lot 1, Pronghorn Ranch Phase III.

8. At the hearing, the Case Manger demonstrated the proposed changes will correct an obvious error in the Zoning Map as Lot 1, Pronghorn Ranch Phase III is being considered for subdivision (PL2025-0042) and would create spit zoning on the single parcel.

CONCLUSIONS OF LAW

1. Under W.S. 15-1-602, the governing body shall specify how regulations and the district boundaries are to be determined, established, enforced, amended, supplement or otherwise changed.

The Board must hear taxpayers' complaints and hold hearings after proper notice.

2. Under Section 1.e(1) Statement of Policy, the Zoning Ordinance, which includes both the Ordinance and the Zoning District Map, has been established for the purpose of promoting sound development and maintaining stable land use patterns. "Any person, corporation, or the City may initiate amendments to the Zong Code to (1) correct an obvious error or oversight in the regulations;

or to: (2) recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare."

3. Under Section 1.e(1) Statement of Policy, the City Council, the Development Services Department, or any person, firm, or corporation may initiate amendments.

4. Petitioner timely filed its application for a Zoning Text Amendment and all supporting documents required by the City of Gillette and the Board has jurisdiction to hear these matters.

5. Petitioner established the legal basis for such an amendment by stating the proposed change is to recognize changing conditions in the community.

6. When proposing a zoning map amendment, the burden is on the Petitioner to establish by credible evidence an obvious error in the map or changing conditions within the city boundaries as required in Section 1.e(1) of the Code.

7. In the absence of evidence rebutting the presumption in favor of the Petitioner, reviewing bodies presume that the Case Manager charged with establishing consistency with administering the Code, exercised honest judgement in accordance with the applicable rules, regulations, and other directives that have passed public scrutiny under W.S. 15-1-602 and Section 1.e(1) of the Code.

8. The Board was presented with the Petitioner's Map Amendment.

9. The Board was unanimous in their vote to approve the Petitioner's Map Amendment to amend the Zoning District Map for Lot 1, Pronghorn Ranch Phase III from R-4, Multi-Family Residential District, to R-R, Rural Residential District based on correcting an obvious error in the Zoning Map. The Commission forwards the case to the City of Gillette City Council for a second public hearing and final vote.

NOTICE

Any party may appeal a final adverse written decision or order of this City of Gillette Planning Commission by filing a notice of appeal to the City of Gillette City Council or 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 December, 2025.

CITY OF GILLETTE PLANNING COMMISSION

_____
Shaun Hottell, Chair

ATTEST: _____
Meredith Duvall, City Planning Manager

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

ORDINANCE 3RD READING: Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for a Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 7/0)

PROJECT NUMBER:

PL2025-0047 - Zoning Map Amendment - 4500 Force Road

CASE BACKGROUND:

CITY COUNCIL 1ST READING VOTE: 7/0
CITY COUNCIL 1ST READING VOTE: 7/0

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres. The minimum district size for an R-R zoning district is 10 acres; this rezone does meet the minimum district requirements. Furthermore, the adjacent lot on the northwest side of the property is zoned R-R with an existing district acreage total of 16.34 acres. The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The surrounding Zoning Districts are:
North – R-S, Suburban Residential District (County)
East – R-S, Suburban Residential District; Ag, Agricultural District
South –Ag, Agricultural District (County)
West – R-S, Suburban Residential District; R-R, Rural Residential District

Per Section 1.e(1) Amendment Procedures, Statement of Policy:
Any person, corporation, or the City may initiate amendments to the Zoning Code to:
a) Correct an obvious error or oversight in the regulations; or

b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

In this case, Staff recognizes both option a) as valid reason for a rezone. The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

The owner states their reasoning for the Zoning Map Amendment is as follows, "The proposed rezoning to Rural Residential serves the public welfare by supporting responsible, low-density residential growth that is consistent with the character of the surrounding area. This change will allow for additional rural residential housing opportunities, helping meet local demand while preserving open space and maintaining the agricultural and scenic qualities valued in the community. Rural Residential zoning provides an appropriate balance between growth and land preservation. It encourages orderly development, improves long-term land use planning, and aligns the property with nearby zoning and uses. By converting from Agriculture and Residential Suburban to Rural Residential, the property can contribute to the community's overall housing needs while ensuring that development remains compatible, low-impact, and beneficial to the surrounding neighborhood."

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

The Planning Commission voted to approve this case with a vote of 7/0 at their December 9, 2025, meeting.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:
Ordinance
Vicinity Map
Planning Requirements
Planning Commission Minutes 12/09/2025
Finding of Facts PL2025-0047

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR THE A PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALL OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 49, RANGE 72, ALSO KNOWN AS 4500 FORCE ROAD, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, AND AG, AGRICULTURAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

A Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

A Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, is hereby amended from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Publication Date:

Vicinity Map - 4500 Force Road - Zoning Map Amendment



CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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1 inch equals 333 feet

1 inch equals 0.06 miles

November 21, 2025

Planning Requirements

PL2025-0047

Zoning Map Amendment | 4500 Force Road

There are no Planning Requirements for this case.

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, Jack Colson, Brian Rozier, and Lance Walker.

Commission Members Absent:None

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City 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 Matthew Nelson to approve the meeting minutes of October 28, 2025. Brian Rozier seconded the motion. Motion carried 7/0.

Case No. PL2025-0047 – ZONING MAP AMENDMENT – 4500 Force Road

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres.

The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

Meredith Duvall said there was one call from the public regarding the case and it was a general inquiry only.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Jack Colson asked if the applicant/owner was planning to connect Hidden Valley Road, and Meredith Duvall said that it was unknown as there have been no subdivision plats received by the city's Planning Division.

Riley Kleven, resident on Spring Hill Road located north of the proposed rezone area, was present and asked if there were plans to subdivide the property and if so, how it would be subdivided. Meredith Duvall said while they can subdivide the property at this time the owners have only submitted for the rezoning of the property. Ms. Duvall said that if a subdivision of the property were to happen then all the same notices with a mailing, and sign on the property would happen just like the rezoning of the property had.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Lance Walker seconded. The Motion carried 7/0.

Case No. PL2025-0041 – NEW TOWER – 3000 Lakeway Rd

The applicant proposes to construct a new 100-foot stealth monopole wireless communications tower at 3000 W Lakeway Road. The property is a large parcel located at the intersection of W Lakeway Road and Skyline Drive, and is zoned C-1, General Commercial District.

Section 9 of the Zoning Ordinance identifies “privately owned land in commercial zones” as a preferred location for new wireless towers. The proposed tower would be situated approximately 300 feet north of W Lakeway Road, and 100 feet west of Skyline Drive. Access to the site is provided by Skyline Dr and will require permitting through the Wyoming Department of Transportation.

The proposed facility is intended to address an existing coverage gap in the wireless network and will meet the required ½ mile tower spacing standard in Section 9. The selected location reflects an effort to balance technical network requirements with community compatibility, aesthetic sensitivity, and compliance with the City’s design standards for stealth facilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Andy Cockell, with Maverick Towers, was present and said his company had proposed two designs for the cell tower: a monopine design that he thought didn’t work great in the Gillette area but does meet the stealth requirement of the Zoning Ordinance, and a earthtone standard monopole design.

Chair Hottell inquired regarding the voting procedure for the two tower design options presented by Mr. Cockrell. Ms. Stefanick clarified that the Commission may move to approve either design. She noted that should a motion for one version fail, the Commission is permitted to subsequently vote on the alternative design.

Ms. Stefanick stated that staff recommends the stealth monopine design due to the area’s commercial zoning and potential for future development. She noted that if the design is not approved now, the City will not have the authority to require the owners to retrofit the tower for stealth in the future.

Lance Walker asked about the maintenance on the stealth monopine versus the standard monopole design. Mr. Cockrell said the stealth monopine is more expensive to build and requires more labor to maintain.

There being no further comments or questions, Chair Hottell made a motion to approve the stealth monopine tower for the case, and Lance Walker seconded. The Motion carried 7/0.

Case No. PL2025-0042 – MINOR SUBDIVISION – 2701 Lakeway Rd

The applicant proposes to subdivide an existing 24.38 acre parcel located at 2701 Lakeway Road and combine the subdivided 1.01 acre parcel with 2413 Knollwood Drive, creating two lots.

Tract P (known as 2701 Lakeway Road) will be 23.38 acres and has no existing structures on it. Lot 1 will be 2.40 acres and has one house, a detached garage, and two sheds on it. Tract P is zoned R-4, Multi-Family Residential District and at this

time is to remain R-4. Lot 1 will contain two zoning districts, R-4, Multi-Family and R-R, Rural Residential, so the property owner has requested a Zoning Map Amendment to correct this – PL2025-0048.

Meredith Duvall said the city received two calls regarding the case. One caller asked about drainage and requested a copy of the plat. Ms. Duvall informed the caller that the plat was currently unavailable as it was under revision. The second caller questioned the reason for merging the properties and expressed concern regarding potential business storage on the residential lot. Ms. Duvall said that both callers were notified of the upcoming public hearing dates for the Planning Commission and City Council meetings.

Chair Hottell asked if this property was just recently rezoned, and Ms. Duvall said it had been rezoned to R-4, Multi-Family Residential, earlier this year.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Brian Rozier seconded. The Motion carried 6/0/1 Abstention.

Case No. PL2025-0048 – ZONING MAP AMENDMENT – Lot 1, Pronghorn Ranch Ph III

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres.

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family, and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Kathy Hopkins, resident of the area on Bush Avenue, was present and asked if there were plans to extend Knollwood Avenue. Ms. Duvall said that the extension of the road would require a major subdivision due to the extension of utilities that would be needed for it. Ms. Duvall said the Planning Division has not received any plans for the road to be extended. Ms. Hopkins said she does not want the road to be extended.

There being no further comments or questions, Richard Cone made a motion to approve the case, and Ian Scott seconded. The Motion carried 6/0/1 Abstention.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the December 23, 2025, meeting is canceled, and the next meeting will be January 13, 2026.

ADJOURNMENT The meeting was adjourned at 5:43 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE	)	**PL2025-0047**
	)	**ZONING MAP AMENDMENT**
	)	**4500 FORCE ROAD**
	)	**CITY OF GILLETTE ZONING ORDINANCE**
PETITIONER	)	**LM PROPERTIES, LLC**

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission ("Commission") on December 9, 2025, for hearing on the Zoning Map Amendment filed by Petitioner LM Properties, LLC. Petitioner seeks to change the zoning district of 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. Chair Shaun Hottell, chairman of the Commission presided. Commissioners Vice-chair Richard Cone, Ian Scott, Jack Colson, Matthew Nelson, Brian Rozier, and Lance Walker were also present.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings. Joel Klaassen of Earth Works Solutions, representing LM Properties LLC, was present. The Commission, having heard the statements and evidence presented by the Petitioner/Case Manager, and having considered the matter, reviewed the case herein, and being otherwise fully advised on the premises, makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. These matters are a request by the Petitioner to change the Zoning District Map of the City of Gillette.

2. Petitioner is requesting to change the zoning for 4500 Force Road.

3. Case Manager established that the current Zoning Ordinance requires all proposed

amendments to the Zoning Ordinance through Map Amendment Procedures, as required by Section 1.e., of the Code, to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety, or general welfare.

4. Petitioner established that the Zoning Map Amendment will change the Zoning Map for 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District.

5. Notice of the hearing date and times were published in the local newspaper of record, as required by W.S.15-1-602.

6. At the hearing, the Case Manger demonstrated the proposed district change will not adversely affect the character of neighborhood.

7. Case Manger established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for 4500 Force Road.

8. At the hearing, the Case Manger demonstrated the proposed changes will correct an obvious error in the Zoning Map as 4500 Force Road currently contains spit zoning on the single parcel. Furthermore, the Petitioner stated that the rezone addresses public welfare by "supporting responsible, low-density residential growth that is consistent with the character of the surrounding neighborhood".

CONCLUSIONS OF LAW

1. Under W.S. 15-1-602, the governing body shall specify how regulations and the district boundaries are to be determined, established, enforced, amended, supplement or otherwise changed.

The Board must hear taxpayers' complaints and hold hearings after proper notice.

2. Under Section 1.e(1) Statement of Policy, the Zoning Ordinance, which includes both the Ordinance and the Zoning District Map, has been established for the purpose of promoting sound

development and maintaining stable land use patterns. “Any person, corporation, or the City may initiate amendments to the Zong Code to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.”

3. Under Section 1.e(1) Statement of Policy, the City Council, the Development Services Department, or any person, firm, or corporation may initiate amendments.

4. Petitioner timely filed its application for a Zoning Text Amendment and all supporting documents required by the City of Gillette and the Board has jurisdiction to hear these matters.

5. Petitioner established the legal basis for such an amendment by stating the proposed change is to recognize changing conditions in the community.

6. When proposing a zoning map amendment, the burden is on the Petitioner to establish by credible evidence an obvious error in the map or changing conditions within the city boundaries as required in Section 1.e(1) of the Code.

7. In the absence of evidence rebutting the presumption in favor of the Petitioner, reviewing bodies presume that the Case Manager charged with establishing consistency with administering the Code, exercised honest judgement in accordance with the applicable rules, regulations, and other directives that have passed public scrutiny under W.S. 15-1-602 and Section 1.e(1) of the Code.

8. The Board was presented with the Petitioner’s Map Amendment.

9. The Board was unanimous in their vote to approve the Petitioner’s Map Amendment to amend the Zoning District Map for 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District based on both correcting an obvious error in the Zoning Map and changing conditions in the City. The Commission forwards the case to the City of Gillette City Council for a second public hearing and final vote.

NOTICE

Any party may appeal a final adverse written decision or order of this City of Gillette Planning Commission by filing a notice of appeal to the City of Gillette City Council or 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 December, 2025.

CITY OF GILLETTE PLANNING COMMISSION

_____
Shaun Hottell, Chair

ATTEST: _____
Meredith Duvall, City Planning Manager

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Bills and Claims

SUGGESTED ACTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Bills and Claims
Bills and Claims Prepaids
Wire Transfers

Expenditure Approval Report
Check Approval Date of 01/20/2026

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
4555-ATLAS OFFICE PRODUCTS		
201657	OS INVENTORY	1.99
201658	OS INVENTORY	387.40
201659	OS INVENTORY	93.92
	VENDOR TOTAL:	**483.31**
1511-NORCO INC		
201711	CUSTODIAL INVENTORY	105.30
	VENDOR TOTAL:	**105.30**
2300-WESTERN STATIONERS		
201733	OS INVENTORY	235.42
201734	OS INVENTORY	10.80
201735	OS INVENTORY	275.64
	VENDOR TOTAL:	**521.86**
	DIVISION TOTAL:	**1,110.47**
	DEPARTMENT TOTAL:	**1,110.47**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
1282-CAMPBELL COUNTY SENIOR CITIZEN CENTER		
201432	MARCH 2025 SPONSORED MEALS	724.50
201433	JUNE 2025 SPONSORED MEALS	780.00
201434	SEPTEMBER 2025 SPRONSORED MEALS	1,181.50
	VENDOR TOTAL:	**2,686.00**
	DIVISION TOTAL:	**2,686.00**
04-SPECIAL PROJECTS		
4629-APEX MECHANICAL, LLC		
201611	CITY HALL CHILLER REPLACEMENT	93,278.93
	VENDOR TOTAL:	**93,278.93**
1572-ARETE DESIGN GROUP		
201507	CITY HALL RENOVATION	14,050.41
201508	CITY HALL RENOVATION	1,664.00
	VENDOR TOTAL:	**15,714.41**
4550-BIGHORN MOUNTAIN ELECTRIC LLC		
201498	DALBEY BRIDGE CAMEA	3,009.32
	VENDOR TOTAL:	**3,009.32**
2481-CAMPBELL COUNTY PUBLIC HEALTH		
201453	FLU SHOT	25.00
	VENDOR TOTAL:	**25.00**
1285-CAMPBELL COUNTY PUBLIC LAND BOARD CAMPLEX		
201473	FY25/26 3RD QTR OPERATIONAL FUNDING	263,256.00
201474	FY25/26 CAPITAL FUNDING #2	135,544.07
	VENDOR TOTAL:	**398,800.07**
1381-CITY OF GILLETTE		
201612	CITY HALL CHILLER REPLACEMENT	4,909.42
	VENDOR TOTAL:	**4,909.42**
2852-CORE & MAIN		
201680	PARKS * ENZI * TYLER	184.41
201681	PARKS * ENZI * TYLER	249.00

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
	VENDOR TOTAL:	**433.41**
1864-FIRST NATIONAL BANK OF GILLETTE		
201614	CITY HALL RENOVATION - RETAINA	14,142.50
	VENDOR TOTAL:	**14,142.50**
4422-INTERSTATE ENGINEERING, INC		
201634	CITY POOL RECONSTRUCTION	2,625.00
	VENDOR TOTAL:	**2,625.00**
1958-PCA ENGINEERING INC		
201622	ENZI PRACTICE FIELD IMPROVEMEN	2,296.05
	VENDOR TOTAL:	**2,296.05**
2212-VAN EWING CONSTRUCTION		
201613	CITY HALL RENOVATION	268,707.57
	VENDOR TOTAL:	**268,707.57**
	DIVISION TOTAL:	**803,941.68**
	DEPARTMENT TOTAL:	**806,627.68**

Expenditure Approval Report
Check Approval Date of 01/20/2026

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
15-ATTORNEY		
15-ATTORNEY		
2312-THOMSON WEST		
201438	SUBSCRIPTIONS	774.76
	VENDOR TOTAL:	**774.76**
	DIVISION TOTAL:	**774.76**
	DEPARTMENT TOTAL:	**774.76**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
4908-COOPERATIVE PERSONNEL SERVICES		
201464	HANDBOOK CONSULTING	122.50
	VENDOR TOTAL:	**122.50**
5143-RYAN SCHROCK		
201451	DRUG AND ALCOHOL TESTING	431.10
	VENDOR TOTAL:	**431.10**
4305-STERLING INFOSYSTEMS, INC		
201543	BACKGROUND CHECKS	539.81
	VENDOR TOTAL:	**539.81**
	DIVISION TOTAL:	**1,093.41**
21-SAFETY		
2481-CAMPBELL COUNTY PUBLIC HEALTH		
201452	HEPITITAS B SHOT	65.00
	VENDOR TOTAL:	**65.00**
1858-FIREMASTER DEPT 1019		
201465	FIRE EXTINGUISHER MAINTENANCE	2,848.85
201466	FIRE EXTINGUISHER MAINTENANCE	731.45
	VENDOR TOTAL:	**3,580.30**
	DIVISION TOTAL:	**3,645.30**
	DEPARTMENT TOTAL:	**4,738.71**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
55555-MISC EMPLOYEE VENDOR		
201647	TUITION REIMBURSEMENT	2,814.15
	VENDOR TOTAL:	**2,814.15**
	DIVISION TOTAL:	**2,814.15**
26-CUSTOMER SERVICE		
1898-ONLINE UTILITY EXCHANGE		
201490	ONLINE UTILITY EXCHANGE	340.80
	VENDOR TOTAL:	**340.80**
3369-POSTAL PROS SOUTHWEST INC		
201430	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,512.73
201431	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	317.73
201437	PRINT & MAI UTILITY BILLS, REMINDS, DISCONNECTS	1,221.33
	VENDOR TOTAL:	**4,051.79**
	DIVISION TOTAL:	**4,392.59**
34-INFORMATION TECHNOLOGY		
4025-AGOSTO HOLDINGS, LLC		
201484	GOOGLE VOICE	3,548.06
	VENDOR TOTAL:	**3,548.06**
4555-ATLAS OFFICE PRODUCTS		
201463	PARKS PRINTER REPAIR	1,200.00
	VENDOR TOTAL:	**1,200.00**
1339-CDW GOVERNMENT INC		
201665	IT * TENABLE SECURITY SCANNING * MIKE P	33,479.56
	VENDOR TOTAL:	**33,479.56**
1358-CENTURYLINK		
201489	TELEPHONE SERVICE	2,752.01
	VENDOR TOTAL:	**2,752.01**
2625-CHARTER MEDIA		
201462	INTERNET SERVICE	1,299.00
	VENDOR TOTAL:	**1,299.00**

Expenditure Approval Report
Check Approval Date of 01/20/2026

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
5199-DEREK ELLIS		
201689	IT * ACCESS CONTROL UPGRADE * MIKEP	345,300.58
	VENDOR TOTAL:	**345,300.58**
5164-KEEPER SECURITY, INC		
201487	KEEPER PASSWORD SOFTWARE	21,000.00
	VENDOR TOTAL:	**21,000.00**
4993-SMARSH INC.		
201485	SMARSH ADDITIONAL LICENSES	73.90
	VENDOR TOTAL:	**73.90**
2179-TYLER TECHNOLOGIES INC		
201482	TRAINING FOR HUMAN RESOURCES	800.00
	VENDOR TOTAL:	**800.00**
2222-VERIZON WIRELESS		
201486	AVL DATA	1,873.81
	VENDOR TOTAL:	**1,873.81**
2247-VISIONARY COMMUNICATIONS		
201488	INTERNET SERVICE	1,092.96
	VENDOR TOTAL:	**1,092.96**
	DIVISION TOTAL:	**412,419.88**
	DEPARTMENT TOTAL:	**419,626.62**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
2597-CRAIG FURMAN		
200620	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**75.00**
5001-ROGER MORTIMER		
201454	DRONE REPAIRS	824.15
	VENDOR TOTAL:	**824.15**
1748-THAT EMBROIDERY PLACE		
201503	BABY GIFT	45.00
	VENDOR TOTAL:	**45.00**
2435-WYOMING STATE		
201476	NOTARY - C NELSON	60.00
	VENDOR TOTAL:	**60.00**
	DIVISION TOTAL:	**1,004.15**
45-ANIMAL SHELTER		
1572-ARETE DESIGN GROUP		
201500	ACO ADDITION	150.00
	VENDOR TOTAL:	**150.00**
	DIVISION TOTAL:	**150.00**
	DEPARTMENT TOTAL:	**1,154.15**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
201399	RUG CLEANING	52.06
201400	RUG CLEANING	53.29
201405	RUG CLEANING	22.92
201407	RUG CLEANING	53.29
201415	RUG CLEANING	22.92
201546	RUG CLEANING	53.29
201551	RUG CLEANING	22.92
	VENDOR TOTAL:	**280.69**
4629-APEX MECHANICAL, LLC		
201495	HEATING MAIN LINE LEAK AT CITY HALL BASEMENT	12,905.86
	VENDOR TOTAL:	**12,905.86**
1590-KONE INC		
201576	CREDIT ON ELEVATOR PROJECT	-498.00
201577	CREDIT ON ELEVATOR PROJECT	-229.32
201605	ELEVATOR QUARTERLY MAINTENANCE	2,136.36
201606	ELEVATOR QUARTERLY MAINTENANCE	2,136.36
	VENDOR TOTAL:	**3,545.40**
1511-NORCO INC		
201509	CUSTODIAL SUPPLIES AT CITY HALL	16.84
	VENDOR TOTAL:	**16.84**
	DIVISION TOTAL:	**16,748.79**
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
201602	SCHEDULING FOR THE FIELDS	100.00
	VENDOR TOTAL:	**100.00**
	DIVISION TOTAL:	**100.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
1040-ALSCO		
201404	UNIFORM CLEANING	57.16
201413	UNIFORM CLEANING	57.16
201418	UNIFORM CLEANING	70.81
	VENDOR TOTAL:	**185.13**
55555-MISC EMPLOYEE VENDOR		
201578	FY25/26 SAFETY GLASSES REIMBURSEMENT	300.00
	VENDOR TOTAL:	**300.00**
1919-PAINTBRUSH SEWER & DRAIN		
201501	PORTA TOILETS	1,215.90
	VENDOR TOTAL:	**1,215.90**
	DIVISION TOTAL:	**1,701.03**
54-STREETS		
1040-ALSCO		
201402	UNIFORM CLEANING	64.51
201410	UNIFORM CLEANING	64.51
201417	UNIFORM CLEANING	66.30
	VENDOR TOTAL:	**195.32**
1897-ONE CALL OF WYOMING COPR		
201596	ONE-CALL OF WYOMING	126.00
	VENDOR TOTAL:	**126.00**
1919-PAINTBRUSH SEWER & DRAIN		
201502	PORTA TOILETS	277.00
	VENDOR TOTAL:	**277.00**
2035-POWDER RIVER ENERGY CORPORATION		
201554	ELECTRIC - SIGN LIGHTING HWY 14/16	47.09
201555	ELECTRIC - SIGN LIGHTING HWY 50	49.01
201556	ELECTRIC - WELCOME TO GILLETTE SIGN ON S HWY 59	48.24
	VENDOR TOTAL:	**144.34**
	DIVISION TOTAL:	**742.66**
	DEPARTMENT TOTAL:	**19,292.48**

Expenditure Approval Report
Check Approval Date of 01/20/2026

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
2179-TYLER TECHNOLOGIES INC		
201483	DIGEPLAN IMPLEMENTATION	450.00
	VENDOR TOTAL:	**450.00**
2406-XEROX CORPORATION		
201477	METER USAGE	99.21
	VENDOR TOTAL:	**99.21**
	DIVISION TOTAL:	**549.21**
	DEPARTMENT TOTAL:	**549.21**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
32-JUDICIAL		
4966-APRIL SHIPPY		
201420	INTERPET HEARING	20.00
	VENDOR TOTAL:	**20.00**
	DIVISION TOTAL:	**20.00**
	DEPARTMENT TOTAL:	**20.00**
	FUND TOTAL:	**1,253,894.08**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1276-CAMPBELL COUNTY JOINT POWERS FIRE BOARD		
201419	FY25/26 3RD QTR OPERATIONAL	1,282,697.01
	VENDOR TOTAL:	**1,282,697.01**
1415-CONSOLIDATED ENGINEERS INC		
201625	2025 SEWER POINT REPAIRS - DES	969.25
201626	NORTHLAND VILLAGE DRAINAGE IMP	3,332.00
201643	2026 ASPHALT POTHOLE REPAIR PR	5,520.25
201644	SPRUCE AND KLUVER SURFACING *	9,143.75
	VENDOR TOTAL:	**18,965.25**
1684-DRM INC		
201617	HERITAGE LIFT STATION REPLACEM	271,511.33
	VENDOR TOTAL:	**271,511.33**
1866-FIRST NORTHERN BANK OF WYOMING		
201618	HERITAGE LIFT STATION REPLACEM	14,290.07
	VENDOR TOTAL:	**14,290.07**
1450-HDR ENGINEERING INC		
201641	HERITAGE LIFT STATION REPLACEM	5,428.75
	VENDOR TOTAL:	**5,428.75**
1589-HOT IRON		
201607	O'HARA DRIVE WATER MAIN	159,269.70
	VENDOR TOTAL:	**159,269.70**
1754-KLJ ENGINEERING LLC		
201623	HIDDEN VALLEY SEWER IMPROVEMEN	2,180.99
201629	O'HARA DRIVE WATER MAIN	17,618.23
201633	REMINGTON DRAINAGE IMPROVEMENT	4,388.45
201638	BUTLER SPAETH & 6TH STREET SEW	3,061.25
201646	ALLEN AVENUE RECONSTRUCTION *	18,395.52
	VENDOR TOTAL:	**45,644.44**
1312-MORRISON MAIERLE INC		
201631	640 N HWY 14-16 SEWER IMPROVEM	615.44

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1312-MORRISON MAIERLE INC		
201632	FOOTHILLS DRAINAGE IMPROVEMENT	1,001.00
201637	FOX PARK WATER MONITORING BUIL	5,883.00
	VENDOR TOTAL:	**7,499.44**
4226-NATHAN G STEINER		
201627	SHOSHONE AVE BEAUTIFICATION	3,918.75
201636	ANTELOPE VALLEY PLAYGROUND	2,337.10
	VENDOR TOTAL:	**6,255.85**
1958-PCA ENGINEERING INC		
201635	ECHETA ROAD RECONSTRUCTION	13,492.43
201642	2026 CHIP SEAL PROJECT	5,081.00
	VENDOR TOTAL:	**18,573.43**
1779-SECURITY STATE BANK		
201608	O'HARA DRIVE WATER MAIN - RETA	8,382.62
	VENDOR TOTAL:	**8,382.62**
2363-WWC ENGINEERING		
201639	OVERDALE/OREGON SURFACING PROJ	12,692.50
	VENDOR TOTAL:	**12,692.50**
	DIVISION TOTAL:	**1,851,210.39**
	DEPARTMENT TOTAL:	**1,851,210.39**
	FUND TOTAL:	**1,851,210.39**

Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1312-MORRISON MAIERLE INC		
201624	GRWSP - PH 5 DISTRICT EXT	17,985.87
	VENDOR TOTAL:	**17,985.87**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
201492	AMERICAN ROAD FIBER OPTICS	8,827.00
	VENDOR TOTAL:	**8,827.00**
	DIVISION TOTAL:	**26,812.87**
	DEPARTMENT TOTAL:	**26,812.87**
	FUND TOTAL:	**26,812.87**

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
2406-XEROX CORPORATION		
201479	METER USAGE	45.80
	VENDOR TOTAL:	**45.80**
	DIVISION TOTAL:	**45.80**
76-SCADA		
2066-SOURCE OFFICE PRODUCTS		
201461	CALENDARS	71.92
	VENDOR TOTAL:	**71.92**
	DIVISION TOTAL:	**71.92**
	DEPARTMENT TOTAL:	**117.72**
	FUND TOTAL:	**117.72**

Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
201403	UNIFORM CLEANING	12.92
201411	UNIFORM CLEANING	12.92
201548	UNIFORM CLEANING	12.92
	VENDOR TOTAL:	**38.76**
2434-AMERICAN WELDING & GAS INC		
201496	CYLINDER RENT	39.86
	VENDOR TOTAL:	**39.86**
	DIVISION TOTAL:	**78.62**
	DEPARTMENT TOTAL:	**78.62**
	FUND TOTAL:	**78.62**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1381-CITY OF GILLETTE		
201544	BULK WATER	35.31
	VENDOR TOTAL:	**35.31**
4864-EDI MENDOZA		
201585	CONCRETE REPAIRS	36,435.00
	VENDOR TOTAL:	**36,435.00**
4026-ENERGY CHAIN & SLING LLC		
201471	INSPECITON	131.44
	VENDOR TOTAL:	**131.44**
1792-ENERGY LABORATORIES INC		
201421	TESTING	34.50
201423	TESTING	34.50
201424	TESTING	34.50
201425	TESTING	34.50
201467	TESTING	37.20
201470	TESTING	119.00
	VENDOR TOTAL:	**294.20**
1892-FRANDSON SAFETY INC		
201472	ISC CHARGE REPAIR	2,042.84
	VENDOR TOTAL:	**2,042.84**
4895-HD SUPPLY INC		
201468	CHEMICALS	376.10
	VENDOR TOTAL:	**376.10**
1450-HDR ENGINEERING INC		
201621	PUMP STATION #1 UPGRADES - DES	38,580.68
201640	30" MADISON WATERLINE REPAIR	1,048.75
	VENDOR TOTAL:	**39,629.43**
1293-MILLBORN SEEDS INC		
201493	LCRR VAC HOLES/DIG HOLE RECLAMATION	1,130.00
	VENDOR TOTAL:	**1,130.00**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1312-MORRISON MAIERLE INC		
201628	WATER MODEL CALIBRATION - ISO	7,064.00
	VENDOR TOTAL:	**7,064.00**
1897-ONE CALL OF WYOMING COPR		
201596	ONE-CALL OF WYOMING	126.00
	VENDOR TOTAL:	**126.00**
2035-POWDER RIVER ENERGY CORPORATION		
201557	ELECTRIC - FORCE RD STOAGE BLDG	170.07
201558	ELECTRIC - CPS #2	57.92
201559	ELECTRIC - CPS #3	51.02
201560	ELECTRIC - MADISON REHAB CPS #4	45.27
201561	ELECTRIC - MADISON REHAB CPS #7	55.14
201562	ELECTRIC - BENNOR ESTATES	138.90
201563	ELECTRIC - OVERBROOK	125.78
201564	ELECTRIC - RAFTER D	148.58
201565	ELECTRIC - SOUTHFORK	125.29
201566	ELECTRIC - COOK RD	214.42
201567	ELECTRIC - FORCE RD JOINT POWERS BOARD	97.31
201568	ELECTRIC - SERVICE CONTROL BUILDING	129.61
201569	ELECTRIC - 8 MILE WATER SYSTEM	108.91
201571	ELECTRIC - ROZET RANCHETTES WATER SYSTEM	115.52
201572	ELECTRIC - WATER CONTROL BLDG MEADOW SPRINGS	40.00
201573	ELECTRIC - WATER CONTROL BLDG AMERICAN RD	199.47
201574	ELECTRIC - WATER CONTROL BLDG FREEDOM HILLS	239.92
201575	ELECTRIC - WATER CONTROL BLDG RED TAIL/FOX TAIL	263.12
	VENDOR TOTAL:	**2,326.25**
1802-SIMON CONTRACTORS		
201426	BACK FILL FOR 706 WARREN MAIN BREAK	433.33
	VENDOR TOTAL:	**433.33**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2731-WATERWORKS INDUSTRIES		
201469	PARTS	360.00
	VENDOR TOTAL:	**360.00**
	DIVISION TOTAL:	**90,383.90**
	DEPARTMENT TOTAL:	**90,383.90**
	FUND TOTAL:	**90,383.90**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
77777-MISC ONE TIME VENDOR		
201595	SALES TAX REFUND - ELECTRICITY PURCHASE FOR RESALE	8,354.58
	VENDOR TOTAL:	**8,354.58**
88888-MISC UTILITY OVERPAYMENTS		
200911	UE 16554 500 CHURCH	58.25
200912	UE 39832 3925 ARIEL	78.63
200913	UE 9508 2901 WESTOVER	30.30
200914	UE 20956 4321 OLIVE	36.48
200915	UE 33516 820 GURLEY	86.42
200916	UE 24546 3814 FOOTHILLS	134.25
200917	UE 14270 602 LARAMIE	98.44
200918	UE 15344 7 DECLARATION	128.43
200919	UE 17665 2633 LEDOUX	188.76
200920	UE 3058 430 PRAIRIEVIEW	101.79
	VENDOR TOTAL:	**941.75**
	DIVISION TOTAL:	**9,296.33**
	DEPARTMENT TOTAL:	**9,296.33**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1055-AMERICAN PUBLIC POWER ASSOCIATION		
201436	ANNUAL MEMBERSHIP DUES	17,442.60
	VENDOR TOTAL:	**17,442.60**
1450-HDR ENGINEERING INC		
201586	WESTERN TIE 69KV TRANSMISSION	5,260.00
	VENDOR TOTAL:	**5,260.00**
1264-MCM GENERAL CONTRACTORS		
201587	ANNUAL TRENCHING AND BORING AG	3,899.00
201588	ANNUAL TRENCHING AND BORING AG	2,113.50
201589	ANNUAL TRENCHING AND BORING AG	1,395.25
201590	ANNUAL TRENCHING AND BORING AG	1,992.19
201591	ANNUAL TRENCHING AND BORING AG	35,039.07
	VENDOR TOTAL:	**44,439.01**
1897-ONE CALL OF WYOMING COPR		
201596	ONE-CALL OF WYOMING	126.00
	VENDOR TOTAL:	**126.00**
1958-PCA ENGINEERING INC		
201597	PROFESSIONAL SURVEYING & EASEM	1,365.25
	VENDOR TOTAL:	**1,365.25**
2071-PROELECTRIC INC		
201599	ANNUAL MISCELLANOUS ELECTRICAL	1,132.08
201600	ANNUAL MISCELLANOUS ELECTRICAL	804.23
201601	ANNUAL MISCELLANOUS ELECTRICAL	2,311.80
	VENDOR TOTAL:	**4,248.11**
1775-SCHULTE TA INC		
201593	WESTERN TIE 69KV REBUILD	33,617.50
201594	WESTERN TIE 69KV REBUILD	54,316.25
	VENDOR TOTAL:	**87,933.75**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
3837-T & R ELECTRIC SUPPLY CO INC		
201435	PCB SAMPLES	50.00
	VENDOR TOTAL:	**50.00**
	DIVISION TOTAL:	**160,864.72**
	DEPARTMENT TOTAL:	**160,864.72**
	FUND TOTAL:	**170,161.05**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
200910	UE 36334 4509 ALISON	13.81
	VENDOR TOTAL:	**13.81**
	DIVISION TOTAL:	**13.81**
	DEPARTMENT TOTAL:	**13.81**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
201408	UNIFORM CLEANING	181.83
201416	UNIFORM CLEANING	182.55
	VENDOR TOTAL:	**364.38**
1182-BLACK CAT CONSTRUCTION LLC		
201480	CONCRETE PATCH	12,190.00
	VENDOR TOTAL:	**12,190.00**
3904-CBH CO-OP		
201664	WASTERWATER * DIESEL	2,077.02
	VENDOR TOTAL:	**2,077.02**
3893-CRITICAL FACILITIES TECHNOLOGY		
201666	SCADA * TRON	21,255.00
	VENDOR TOTAL:	**21,255.00**
1792-ENERGY LABORATORIES INC		
201455	TESTING	2,331.00
201456	TESTING	450.30
201457	TESTING	142.50
	VENDOR TOTAL:	**2,923.80**
1839-FALCON ENVIRONMENTAL CORPORATION		
201458	PARTS	1,628.27
	VENDOR TOTAL:	**1,628.27**
1422-GILLETTE CONTRACTORS SUPPLY INC		
201670	WASTEWATER - SOLENOID * SPENCER	5,545.70
	VENDOR TOTAL:	**5,545.70**
1450-HDR ENGINEERING INC		
201645	WWTF HEADWORKS IMPROVEMENTS PR	16,393.00
	VENDOR TOTAL:	**16,393.00**
1589-HOT IRON		
201615	BOXELDER LIFT STATION IMPROVEM	4,901.76
	VENDOR TOTAL:	**4,901.76**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
4239-JOSE GUERRERO		
201481	REPAIRED BROKEN RAILING ON THE CLARIFIERS	2,606.00
	VENDOR TOTAL:	**2,606.00**
5118-MANDROS PAINTING INC		
201494	WWTP DIGESTER PAINTING	66,007.00
	VENDOR TOTAL:	**66,007.00**
1897-ONE CALL OF WYOMING COPR		
201596	ONE-CALL OF WYOMING	126.00
	VENDOR TOTAL:	**126.00**
2035-POWDER RIVER ENERGY CORPORATION		
201552	ELECTRIC - GIL SEWAGE MTR STA	82.27
201553	ELECTRIC - GIL EASTSIDE GURLEY LIFT	1,247.92
	VENDOR TOTAL:	**1,330.19**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
200666	HEAT LINE	85,090.00
	VENDOR TOTAL:	**85,090.00**
2116-RAPID FIRE PROTECTION INC		
201459	REPAIRS IN DEWATERING BUILDING	2,565.00
	VENDOR TOTAL:	**2,565.00**
1779-SECURITY STATE BANK		
201616	BOXELDER LIFT STATION IMPROVEM	257.99
	VENDOR TOTAL:	**257.99**
2289-WESCO DISTRIBUTION INC		
201731	WASTEWATER - SWITCHES * CAMERON	5,220.00
	VENDOR TOTAL:	**5,220.00**
2406-XEROX CORPORATION		
201478	METER USAGE	11.19
	VENDOR TOTAL:	**11.19**
	DIVISION TOTAL:	**230,492.30**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
	DEPARTMENT TOTAL:	230,492.30
	FUND TOTAL:	230,506.11

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1040-ALSCO		
201401	RUG CLEANING	68.64
201406	RUG CLEANING	52.06
201409	RUG CLEANING	68.64
201545	RUG CLEANING	52.06
201547	RUG CLEANING	68.64
	VENDOR TOTAL:	**310.04**
	DIVISION TOTAL:	**310.04**
	DEPARTMENT TOTAL:	**310.04**
	FUND TOTAL:	**310.04**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
201652	ELECTRICAL WAREHOUSE INVENTORY	8,112.00
201653	ELECTRICAL WAREHOUSE INVENTORY	105.00
201654	ELECTRICAL WAREHOUSE INVENTORY	177.28
201655	ELECTRICAL WAREHOUSE INVENTORY	411.72
201656	ELECTRICAL WAREHOUSE INVENTORY	1,200.00
	VENDOR TOTAL:	**10,006.00**
1197-BORDER STATES ELECTRIC		
201660	ELECTRICAL INVENTORY	272.80
201661	ELECTRICAL WAREHOUSE INVENTORY	0.76
201662	ELECTRICAL WAREHOUSE INVENTORY	59.28
201663	ELECTRICAL WAREHOUSE INVENTORY	283.06
	VENDOR TOTAL:	**615.90**
4845-CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC		
201679	ELECTRICAL INVENTORY	8,865.32
	VENDOR TOTAL:	**8,865.32**
1464-CRESCENT ELECTRIC SUPPLY		
201682	ELECTRICAL INVENTORY	5,689.22
	VENDOR TOTAL:	**5,689.22**
1870-FLAGSHOOTER LLC		
201683	WATER INVENTORY	336.36
	VENDOR TOTAL:	**336.36**
1911-GADES SALES COMPANY INC		
201688	TRAFFIC INVENTORY	516.00
	VENDOR TOTAL:	**516.00**
1422-GILLETTE CONTRACTORS SUPPLY INC		
201667	WATER WAREHOUSE INVENTORY	417.00
201668	WASTEWATER WAREHOUSE	223.56
201669	WATER INVENTORY	213.38
201671	WATER WAREHOUSE INVENTORY	10.40

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1422-GILLETTE CONTRACTORS SUPPLY INC		
201672	WATER WAREHOUSE INVENTORY	7,641.32
201673	PARKS WAREHOUSE INVENTORY	240.40
201674	WT	41.40
201675	WATER WAREHOUSE INVENTORY	1,259.83
201676	WATER WAREHOUSE INVENTORY	1,486.67
201677	WATER WAREHOUSE INVENTORY	112.52
201678	WATER INVENTORY	11.70
	VENDOR TOTAL:	**11,658.18**
1511-NORCO INC		
201709	ELECTRICAL INVENTORY	73.54
201710	ELECTRICAL INVENTORY	36.80
201712	ELECTRICAL WAREHOUSE INVENTORY	101.60
	VENDOR TOTAL:	**211.94**
5078-PARTSONE LLC		
201713	VEHICLE MAINTENANCE WAREHOUSE	404.24
	VENDOR TOTAL:	**404.24**
2198-STUART C. IRBY CO		
201715	ELECTRICAL WAREHOUSE INVENTORY	1,131.50
201716	ELECTRICAL INVENTORY	130.00
201718	ELECTRICAL INVENTORY * WESTERN TIE	9,120.00
201719	ELECTRICAL WAREHOUSE INVENTORY	321.67
201720	ELECTRICAL WAREHOUSE INVENTORY	477.59
201721	ELECTRICAL WAREHOUSE INVENTORY	687.50
201722	ELECTRICAL WAREHOUSE INVENTORY	193.50
	VENDOR TOTAL:	**12,061.76**
4424-TMMI, LLC		
201724	ELECTRICAL WAREHOUSE INVENTORY	12,361.70
	VENDOR TOTAL:	**12,361.70**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
201725	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	98.71
201726	WATER INVENTORY	179.70
201727	WATER INVENTORY	89.13
201728	WATER INVENTORY	89.13
	VENDOR TOTAL:	**456.67**
2289-WESCO DISTRIBUTION INC		
201729	ELECTRICAL WAREHOUSE INVENTORY	592.00
201730	ELECTRICAL INVENTORY	712.80
201732	ELECTRICAL WAREHOUSE INVENTORY	522.00
	VENDOR TOTAL:	**1,826.80**
	DIVISION TOTAL:	**65,010.09**
	DEPARTMENT TOTAL:	**65,010.09**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
1040-ALSCO		
201414	RUG CLEANING	33.18
201550	RUG CLEANING	33.18
	VENDOR TOTAL:	**66.36**
	DIVISION TOTAL:	**66.36**
	DEPARTMENT TOTAL:	**66.36**
	FUND TOTAL:	**65,076.45**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
1879-FORCE AMERICA INC		
201687	VM INVENTORY	340.10
	VENDOR TOTAL:	**340.10**
1575-HOMAX OIL		
201690	VM INVENTORY	388.00
	VENDOR TOTAL:	**388.00**
5050-HUGHES FIRE EQUIPMENT, INC.		
201691	VM INVENTORY	163.06
	VENDOR TOTAL:	**163.06**
3398-JACK'S TRUCK CENTER INC		
201684	VM	409.25
201685	VM INVENTORY	27.97
201686	VM INVENTORY	45.57
	VENDOR TOTAL:	**482.79**
5130-JENNER EQUIPMENT CO		
201694	VM INVENTORY	406.75
201695	VM INVENTORY	488.86
201696	VM INVENTORY	208.10
201697	VM INVENTORY	597.58
201698	VM INVENTORY	440.40
201699	VM INVENTORY	440.40
201700	VM INVENTORY	113.15
201701	VM INVENTORY	295.05
201702	VM INVENTORY	100.82
201703	VM INVENTORY	121.48
201704	VM INVENTORY	510.96
201705	VM INVENTORY	80.81
201706	VM INVENTORY	96.04
201707	VM INVENTORY	497.07
201708	VM INVENTORY	577.02

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
	VENDOR TOTAL:	**4,974.49**
2190-SPENCER FLUID POWER		
201723	VM INVENTORY	572.98
	VENDOR TOTAL:	**572.98**
	DIVISION TOTAL:	**6,921.42**
	DEPARTMENT TOTAL:	**6,921.42**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1040-ALSCO		
201412	UNIFORM CLEANING	141.07
201549	UNIFORM CLEANING	141.07
	VENDOR TOTAL:	**282.14**
1167-BIG HORN TIRE INC		
201446	TIRES	3,876.30
201526	TIRES	978.88
	VENDOR TOTAL:	**4,855.18**
1171-BIGHORN HYDRAULICS INC		
201532	PARTS	203.35
	VENDOR TOTAL:	**203.35**
5079-C & K EQUIPMENT SALES, INC.		
201523	PARTS	33.35
201524	PARTS	852.00
	VENDOR TOTAL:	**885.35**
4292-CAR-KNACK INC		
201522	DETAIL	175.00
	VENDOR TOTAL:	**175.00**
4909-COULTER WEST		
201520	FULL COLOR CHANGE WRAP	5,702.75
	VENDOR TOTAL:	**5,702.75**
3862-DADS TRUCK AND AUTO LLC		
201515	TOW	163.52
	VENDOR TOTAL:	**163.52**
4985-GILLETTE STEEL CENTER		
201445	ROUND BAR AND FLAT IRON	32.50
	VENDOR TOTAL:	**32.50**
2645-GREINER MOTOR COMPANY		
201510	PARTS	162.74
201511	PARTS	221.08

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2645-GREINER MOTOR COMPANY		
201512	PARTS	438.25
	VENDOR TOTAL:	**822.07**
1575-HOMAX OIL		
201651	DRUM DEPOSIT REFUND	-120.00
	VENDOR TOTAL:	**-120.00**
1254-MANNING WRECKER SERVICE LLC		
201527	TOW	660.00
	VENDOR TOTAL:	**660.00**
55555-MISC EMPLOYEE VENDOR		
201648	TUITION REIMBURSEMENT	3,000.00
	VENDOR TOTAL:	**3,000.00**
1511-NORCO INC		
201518	WELDING SUPPLIES	83.00
201525	WELDING SUPPLIES	194.04
	VENDOR TOTAL:	**277.04**
5078-PARTSONE LLC		
201439	PARTS	62.50
201440	PARTS	240.33
201441	PARTS	50.59
201442	PARTS	43.60
201443	PARTS	54.52
201444	PARTS	13.42
201534	RETURN PARTS	-114.63
201535	PARTS	427.07
201536	CORE DEPOSIT	-67.83
201537	PARTS	58.83
201538	PARTS	22.69
201539	PARTS	7.41

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
5078-PARTSONE LLC		
201540	PARTS	401.02
201541	PARTS	464.64
201542	PARTS	34.50
	VENDOR TOTAL:	**1,698.66**
3929-PURVIS INDUSTRIES, LLC		
201519	PARTS	7.99
	VENDOR TOTAL:	**7.99**
2315-THUNDER BASIN FORD LLC		
201448	REPAIRS	2,085.88
201513	REPAIRS	4,110.36
201514	REPAIRS	169.25
201531	PARTS	42.83
	VENDOR TOTAL:	**6,408.32**
2289-WESCO DISTRIBUTION INC		
201450	PARTS	531.32
	VENDOR TOTAL:	**531.32**
2309-WHITE'S FRONTIER MOTORS		
201447	PARTS	29.58
201516	REPAIRS	921.32
201528	PARTS	78.43
201529	PARTS	68.44
201530	PARTS	48.52
	VENDOR TOTAL:	**1,146.29**
	DIVISION TOTAL:	**26,731.48**
37-VEHICLE REPLACEMENT		
1758-KAREN'S DELIVERY SERVICE		
201521	DELIVER PARTS	150.00
	VENDOR TOTAL:	**150.00**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
37-VEHICLE REPLACEMENT		
1511-NORCO INC		
201517	DECEMBER 2025 CYLINDER RENT	43.71
	VENDOR TOTAL:	**43.71**
5078-PARTSONE LLC		
201533	PARTS	242.46
	VENDOR TOTAL:	**242.46**
	DIVISION TOTAL:	**436.17**
	DEPARTMENT TOTAL:	**27,167.65**
	FUND TOTAL:	**34,089.07**

Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
3656-BAKER HUGHES, A GE COMPANY, LLC		
201428	REPAIRS DUE TO WIND DAMAGE	595.00
201429	REPAIRS DUE TO WIND DAMAGE	595.00
	VENDOR TOTAL:	**1,190.00**
3023-HUB INTERNATIONAL MOUNTAIN STATES LIMITED		
201491	EXTEND COUNCIL PRESIDENT EXPIRTION DATE-T CARSRUD	3.00
	VENDOR TOTAL:	**3.00**
	DIVISION TOTAL:	**1,193.00**
	DEPARTMENT TOTAL:	**1,193.00**
	FUND TOTAL:	**1,193.00**
	GRAND TOTAL:	**3,723,833.30**

Expenditure Approval Report
Check Approval Date of 01/06/2026

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
1560-HLADKY CONSTRUCTION		
200921	RETAINAGE RELEASE	9,253.74
	VENDOR TOTAL:	**9,253.74**
	DIVISION TOTAL:	**9,253.74**
	DEPARTMENT TOTAL:	**9,253.74**
	FUND TOTAL:	**9,253.74**
	GRAND TOTAL:	**9,253.74**

Expenditure Approval Report
Check Approval Date of 01/13/2026

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2561-BURLINGTON NORTHERN SANTA FE		
201584	APPLICATION FEE FOR CROSSING PERMIT	2,000.00
	VENDOR TOTAL:	**2,000.00**
	DIVISION TOTAL:	**2,000.00**
	DEPARTMENT TOTAL:	**2,000.00**
	FUND TOTAL:	**2,000.00**
	GRAND TOTAL:	**2,000.00**

Expenditure Approval Report
Check Approval Date of 12/31/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
5051-HEALTHEQUITY, INC.		
201389	2026 PREFUNDING	20,338.00
201390	HRS/FSA DEDUCTION INVOICE	888.51
201391	ANNUAL PUSH FUNDS	350.00
201392	WEEKLY CLAIMS	554.84
	VENDOR TOTAL:	**22,131.35**
2672-UMB BANK		
201393	NOVEMBER 2025 P-CARDS	84,885.69
	VENDOR TOTAL:	**84,885.69**
	DIVISION TOTAL:	**107,017.04**
	DEPARTMENT TOTAL:	**107,017.04**
	FUND TOTAL:	**107,017.04**

Expenditure Approval Report
Check Approval Date of 12/31/2025

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2493-BLACK HILLS POWER & LIGHT		
201388	2025 TRANSMISSION TRUE UP	21,819.46
	VENDOR TOTAL:	**21,819.46**
	DIVISION TOTAL:	**21,819.46**
	DEPARTMENT TOTAL:	**21,819.46**
	FUND TOTAL:	**21,819.46**

Expenditure Approval Report
Check Approval Date of 12/31/2025

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
201394	DECEMBER 2025 ADMIN FEES AND STOP/LOSS	106,710.58
	VENDOR TOTAL:	**106,710.58**
	DIVISION TOTAL:	**106,710.58**
	DEPARTMENT TOTAL:	**106,710.58**
	FUND TOTAL:	**106,710.58**
	GRAND TOTAL:	**235,547.08**

Expenditure Approval Report
Check Approval Date of 01/12/2026

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
5051-HEALTHEQUITY, INC.		
201579	WEEKLY CLAIMS	3,220.96
201580	WEEKLY CLAIMS	988.02
201581	HRS/FSA DEDUCTION INVOICE	966.84
	VENDOR TOTAL:	**5,175.82**
	DIVISION TOTAL:	**5,175.82**
	DEPARTMENT TOTAL:	**5,175.82**
	FUND TOTAL:	**5,175.82**

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
201582	DRUG COSTS, WEEKLY CLAIMS, COTIVITI, REFUNDS/REBAT	-102,685.55
	VENDOR TOTAL:	**-102,685.55**
	DIVISION TOTAL:	**-102,685.55**
	DEPARTMENT TOTAL:	**-102,685.55**

Expenditure Approval Report
Check Approval Date of 01/12/2026

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
201582	DRUG COSTS, WEEKLY CLAIMS, COTIVITI, REFUNDS/REBAT	181,459.63
	VENDOR TOTAL:	**181,459.63**
5051-HEALTHEQUITY, INC.		
201583	JANUARY 2026 ADMIN FEES	224.25
	VENDOR TOTAL:	**224.25**
	DIVISION TOTAL:	**181,683.88**
	DEPARTMENT TOTAL:	**181,683.88**
	FUND TOTAL:	**78,998.33**
	GRAND TOTAL:	**84,174.15**

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Mayor Lundvall - $312,799.94
S & S Builders - Pump Station #1 Upgrades - $297,159.94
First National Bank - Pump Station #1 Upgrades - $15,640.00

SUGGESTED ACTION:

I move for the approval of the conflict claims for Mayor Lundvall.

CASE BACKGROUND:

S & S Builders - Pump Station #1 Upgrades - $297,159.94
First National Bank - Pump Station #1 Upgrades - $15,640.00

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Conflict Claims

Expenditure Approval Report
Check Approval Date of 01/20/2026

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1864-FIRST NATIONAL BANK OF GILLETTE		
201610	PUMP STATION #1 UPGRADES (RETA	15,640.00
	VENDOR TOTAL:	**15,640.00**
1493-S & S BUILDERS		
201609	PUMP STATION #1 UPGRADES	297,159.94
	VENDOR TOTAL:	**297,159.94**
	DIVISION TOTAL:	**312,799.94**
	DEPARTMENT TOTAL:	**312,799.94**
	FUND TOTAL:	**312,799.94**
	GRAND TOTAL:	**312,799.94**

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

A Proclamation Designating January 2026 as National Mentoring Month. ~ YES House

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
National Mentoring Month Proclamation 2026

Proclamation

WHEREAS, January is National Mentoring Month: an annual campaign to raise awareness of and celebrate the powerful impact of mentoring relationships, recruit new mentors, and encourage institutions to integrate quality mentoring into their policies, practices; and

WHEREAS, Gillette, Wyoming recognizes the contributions of volunteer mentors, who link youth to economic and social opportunity, while also strengthening our community; and

WHEREAS, mentoring programs in Wyoming like Impact Youth Mentorship, a program of the Y.E.S. House, make our state and communities stronger by enabling impactful relationships that provide invaluable support networks; and

WHEREAS, the Y.E.S. House Impact Youth Mentorship program has provided positive youth mentoring to over 400 children since 1999 with 80 youth currently matched and meeting with a mentor regularly throughout the community; and

WHEREAS, youth development experts agree that mentoring encourages positive youth development and smart daily behaviors, such as finishing homework and having healthy social interactions, and has a positive impact on the growth and success of a young person; and

WHEREAS, mentoring programs generally have a significant, positive impact on youth academic achievement, school connectedness and engagement, and educational success, which can lead to outcomes such as improved attendance, grades, and test scores, and classroom behavior; and

WHEREAS, mentors can help young people set career goals, and can help connect mentees to industry professionals to train for and find jobs; and

WHEREAS, effective mentoring of under-served and vulnerable populations of young people helps them confront challenges and enjoy improved mental health and social emotional well-being; and

WHEREAS, mentoring programs have been found to positively impact many aspects of mental wellbeing, including reducing unhealthy coping mechanisms, improving interpersonal relationships, and reducing parental stress; and

WHEREAS, young people with a mentor are more likely to enroll in college, to participate in sports or extra-curricular activities, to hold a leadership position in a club or sports team, and to volunteer regularly, and less likely to start using drugs;

WHEREAS, mentoring is an innovative, evidence-based practice and, uniquely, is both a prevention and intervention strategy that can support young people of all demographics and backgrounds in all aspects of their lives; and

WHEREAS, despite the benefits of mentoring, one young person of every three is growing up without a mentor, which means a third of the youth of the United States are growing up without someone outside of the home to offer real life guidance and support; and

WHEREAS, this "mentoring gap" demonstrates the need for collaboration among the private, public, and nonprofit sectors to increase resources for relationship-centric supports for youth in communities, schools, and workplaces;

NOW, THEREFORE, I, Shay Lundvall, Mayor of Gillette, do hereby proclaim January 2026, as

National Mentoring Month

in the City of Gillette, Wyoming.

Dated this 20th day of January, 2026

_____ _____

Shay Lundvall, Mayor

Alicia Allen, City Clerk (Attest)

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Fleet Presentation

STAFF REFERENCE:

Sawley Wilde, Public Works Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

A Public Hearing to Consider Amendments to the Gillette City Budget for FY2025-2026.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Public Hearing Notice

LEGAL NOTICE

Notice is hereby given that a Public Hearing will be held for the purpose of amending the City of Gillette's budget for the Fiscal Year 2025-26 budget year. Said hearing will be held on Tuesday, the 20th day of January, 2026, in the City Council Chambers at the hour of 6:00 p.m. or as soon thereafter as the City Council may order. The proposed adjustments are as follows:

SUMMARY OF BUDGET

ESTIMATED REVENUES:

General Fund		
Taxes	$	28,415,855
License and Permits		865,079
State & Federal Shared Revenues		4,870,384
Grants & Loans		2,232,552
Charges for Services		5,714,461
Other Revenues		4,068,969
Application of Unassigned Cash		9,865,705
One Percent Tax		55,282,347
LID 652 - Interstate Industrial		106,945
Madison Water Line		39,365,181
Utilities Administration		3,223,514
Solid Waste		3,874,242
Water		29,079,702
Power		39,137,208
Sewer		40,081,139
Fiber		552,296
City West Operations		1,154,918
City Warehouse		218,069
Vehicle Maintenance		6,696,184
Health Insurance		7,335,224
Insurance		1,796,333
Grand Total	$	283,936,307

ESTIMATED EXPENSES:

Mayor and Council, General	$	200,164
Administration, General		615,660
Special Projects, General		12,427,416
City Attorney, General		748,876
Human Resources, General		814,332
Safety and Risk Management, General		225,484
Finance, General		1,195,283
Customer Service, General		1,672,505

Purchasing, General		330,838
Information Technology, General		6,403,678
Police, General		12,566,627
Dispatch, General		1,474,392
Victims Advocate, General		271,029
Animal Control, General		497,317
Animal Shelter Operations, General		870,748
City Hall Maintenance, General		1,276,380
Public Works Administration, General		497,473
Parks, General		3,409,227
Forestry, General		414,956
Streets, General		3,477,740
Traffic Safety, General		1,001,973
Engineering, General		1,543,778
Building Inspection, General		890,262
Planning, General		623,028
Code Compliance, General		195,614
Gillette Public Access, General		373,959
City Clerk, General		333,529
Judicial/Parking Control, General		480,136
Public Affairs, General		340,912
One Percent Tax, Capital Projects		55,282,347
LID 652 - Interstate Industrial		106,945
Madison Water Line, Enterprise		37,718,181
Utilities Administration, Enterprise		803,705
Electrical Engineering, Enterprise		983,766
SCADA, Enterprise		1,436,043
Solid Waste, Enterprise		3,874,242
Water, Enterprise		26,944,411
Swimming Pool, Enterprise		304,917
Power, Enterprise		38,069,910
Sewer, Enterprise		35,329,426
Fiber, Enterprise		495,287
City West Operations, Intergovernmental		1,150,682
City Warehouse Operations, Intergovernmental		218,069
Vehicle Maintenance, Intergovernmental		6,196,184
Health Fund, Insurance		7,335,224
Insurance, Insurance		1,624,236
Grand Total	$	273,046,891

Publish: January 10, 2026

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration of a Resolution to Approve Amendments to the Gillette City Budget for FY2025-2026.

SUGGESTED ACTION:

I move to approve the Resolution to amend the City of Gillette budget for the 2025-2026 Fiscal Year.

CASE BACKGROUND:

This is the third budget amendment to the FY2025-2026 Council approved budget, which was approved by Council on June 17, 2025. This amendment adds an additional $1,561,510 in expenditure authority. The amendment includes new/additional funding requests funded by application of unassigned cash and/or offsetting revenue distributed as follows:

1. General Fund - Various increases of $29,500; Increase of $84,510 for a business recruitment campaign; Increase of $500,000 for a cash infusion into the Vehicle Maintenance Fund; Increase of $316,000 for the replacement of the Spillman CAD server to accommodate fire dispatching; Increase of $65,000 to upgrade PD's radio system used for redundancy; Increase of $43,500 for Dispatch computer equipment and furniture.
2. 1% Fund - Increase of $223,000 to purchase land located west of the Hwy 59 bridge over Donkey Creek.
3. Madison Fund - Increase of $300,000 for design of the Red Hills Subdivision Water Storage Tank.

A detailed itemization of the budget amendment requests is attached. All requests included for consideration have been reviewed and recommended for approval by the Finance Department and Administration.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Resolution
FY26 Budget Amendment #3 Summary

RESOLUTION NO.

A RESOLUTION AMENDING THE GILLETTE CITY BUDGET FOR THE 2025-26 FISCAL YEAR PURSUANT TO W.S. 16-4-113.

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

THE CITY BUDGET, AS SO REVISED, ALTERED AND OUTLINED BELOW, BE ADOPTED AS THE OFFICIAL CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026.

ESTIMATED REVENUES:

General Fund		
Taxes	$	28,415,855
License and Permits		865,079
State & Federal Shared Revenues		4,870,384
Grants & Loans		2,232,552
Charges for Services		5,714,461
Other Revenues		4,068,969
Application of Unassigned Cash		9,865,705
One Percent Tax		55,282,347
LID 652 - Interstate Industrial		106,945
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ESTIMATED EXPENSES:

Mayor and Council, General	$	200,164
Administration, General		615,660
Special Projects, General		12,427,416
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Customer Service, General		1,672,505
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Police, General		12,566,627
Dispatch, General		1,474,392
Victims Advocate, General		271,029
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Parks, General		3,409,227
Forestry, General		414,956
Streets, General		3,477,740
Traffic Safety, General		1,001,973
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Sewer, Enterprise		35,329,426
Fiber, Enterprise		495,287
City West Operations, Intergovernmental		1,150,682
City Warehouse Operations, Intergovernmental		218,069
Vehicle Maintenance, Intergovernmental		6,196,184
Health Fund, Insurance		7,335,224
Insurance, Insurance		1,624,236
Grand Total	$	273,046,891

PASSED, APPROVED AND ADOPTED THIS 20TH DAY OF JANUARY, 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publish:

BUDGET AMENDMENT #3, January 20, 2026

Revenue Budget Amendment Adjustments:

Additional Requests:

General Fund:

Application of Unassigned Cash for Additional Items	931,500	
NEWGA funds received following dissolution of NEWGA in July 2025	84,510	
Public Health Donations for PD overtime	22,500	
Total General Fund Revenue Adjustments:		1,038,510

Other Funds:

Application of Unassigned Cash for Additional Items - 1% Fund	223,000	
Application of Unassigned Cash for Additional Items - Madison Fund (Cap Tax)	300,000	
Transfer In from General Fund - Vehicle Maintenance Fund	500,000	
Total Other Fund Revenue Adjustments:		1,023,000
Total Revenue Adjustments:		**$ 2,061,510**

Expenditure Budget Amendment Adjustments:

Requests for Additional Funds:

General Fund:

Mayor and Council - Additional funds for further education	7,000	
Special Projects - Business recruitment campaign (offset with NEWGA funds)	84,510	
Special Projects - Cash Infusion into Vehicle Maintenance Fund	500,000	
IT - Replacement of Spillman CAD server to accommodate fire dispatching	316,000	
Police - Upgrade radio system used for redundancy, funds for overtime wages (OT offset by Public Health funds)	87,500	
Dispatch - Computer equipment for Dispatch Station 4, Xybix dispatch station furniture	43,500	
Total General Fund Expenditure Adjustments:		1,038,510

1% and Madison Funds:

1% Fund - Land purchase west of Hwy 59 bridge over Donkey Creek	223,000	
Madison Fund - Design for Red Hills Subdivision Water Storage Tank	300,000	
Total Other Funds Expenditure Adjustments:		523,000
Total Expenditure Adjustments:		**$ 1,561,510**
Revenues Over/(Under) Expenditures		500,000

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Acceptance of Development Improvements for the Gillette Travel Center, Installed by DRM, Inc., on Behalf of the Developer, D A Peterson Company, LLC.

SUGGESTED ACTION:

I move for Approval of the Acceptance of Development Improvements for the Gillette Travel Center, Installed by DRM, Inc., on Behalf of the Developer, D A Peterson Company, LLC.

CASE BACKGROUND:

The Gillette Travel Center project includes the extension of E. Warlow Drive, east of N. Garner Lake Road, a rough distance of 900'. Public Utility improvements include water mains, fire hydrants, and sanitary sewer mains for a commercial site development (see attached map). The City will take over ownership and maintenance of the described infrastructure.

The developer, D A Peterson Company, LLC, is requesting the City to accept the improvements (water main and fire hydrants, sanitary sewer main, asphalt roadway, and curb and gutter) and take over ownership and maintenance of the described infrastructure. These improvements have been verified and all punch list items have been completed by the Developer.

ACTUAL COST VS BUDGET:

N/A

STAFF REFERENCE:

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

ATTACHMENTS:
Certificate of Compliance
Warranty
Gillette Travel Center Warlow Expansion.pdf

CITY OF GILLETTE
DEPARTMENT OF ENGINEERING
CERTIFICATE OF COMPLIANCE

PROJECT NAME: Gillette Travel Center Road and Utility Extensions Project

CITY PROJECT NO.: _____ CITY PERMIT NO.: PTC 2024-0023

DEVELOPER: D A Peterson Company, LLC
406 10th St. West
Lemmon, SD 57637

ENGINEER: DOWL, LLC
1833 South Sheridan Ave.
Sheridan, WY 82801

I, Douglas A. Peterson, as official representative of the above named developer do hereby certify that construction of the above named project has been completed in accordance with the approved Drawings and Specifications.

Signature

1-2-26
Date

President
Print Name/Title

STATE OF South Dakota }
} SS.
COUNTY OF Perkins }

The above and foregoing instrument was acknowledged before me by Douglas Peterson, This 2 day of January, 2026

Witness my hand and official seal.

Jo D. Smith
Notary Public

JO D SMITH NOTARY SEAL PUBLIC SOUTH DAKOTA

My Commission Expires: 10/05/27

I, Mark Hines, as official representative of the above named engineer do hereby certify that construction of the above named project has been completed in accordance with the approved Drawings and Specifications.

Signature

1/2/2026
Date

Project Manager
Print Name/Title

P.E. Number _____ (STAMP)

Professional Engineer MARK HINES 9631 Date WYOMING

STATE OF WYOMING }
} SS.
COUNTY OF CAMPBELL }

The above and foregoing instrument was acknowledged before me by Mark Hines, This 2 day of January, 2026.

Witness my hand and official seal.

Notary Public

ALAINA TURNER
Notary Public - State of Wyoming
Commission ID: 164345
My Commission Expires Sep. 8, 2031

My Commission Expires: Sept. 8th, 2031

WARRANTY

DA Peterson Company, LLC, hereinafter the DEVELOPER, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Gillette Travel Center Road and Utility Extensions Project FOR A PERIOD OF **TWO YEARS** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL, HEREBY INDICATED AS _____, 20___. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of General Condition 13.12 of the Standard Construction Specifications have been met.

DEVELOPER further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that CONTRACTOR will pay all necessary, reasonable and normal costs whatsoever, incurred by the City of Gillette in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of **two years** is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to DEVELOPER that the City of Gillette intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to DEVELOPER by registered mail before the City begins any work or incurs any cost unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of the City Engineer of the City of Gillette, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of the residents of the City of Gillette. In case the City Engineer finds the existence of an emergency requiring immediate action he shall serve notice to DEVELOPER in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of DEVELOPER shall be to compensate the City of Gillette for bringing any improvements up to the Contract Documents Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the two year period specified above if the City sent notice as provided above within the two year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the two year period.

DEVELOPER and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for Gillette Travel Center Road and Utility Extensions Project.

DATED this 2 day of JAN, 2026

J A Peterson Company LLC
DEVELOPER

SIGNATURE (TITLE)

STATE OF South Dakota }
} SS.
COUNTY OF Perkins }

The foregoing instrument was acknowledged before me by Douglas Peterson, this 2 day of January, 2026

Witness my hand and official seal

JO D SMITH NOTARY SEAL PUBLIC SOUTH DAKOTA

Jo D. Smith
Notary Public

My commission Expires: 10/05/27

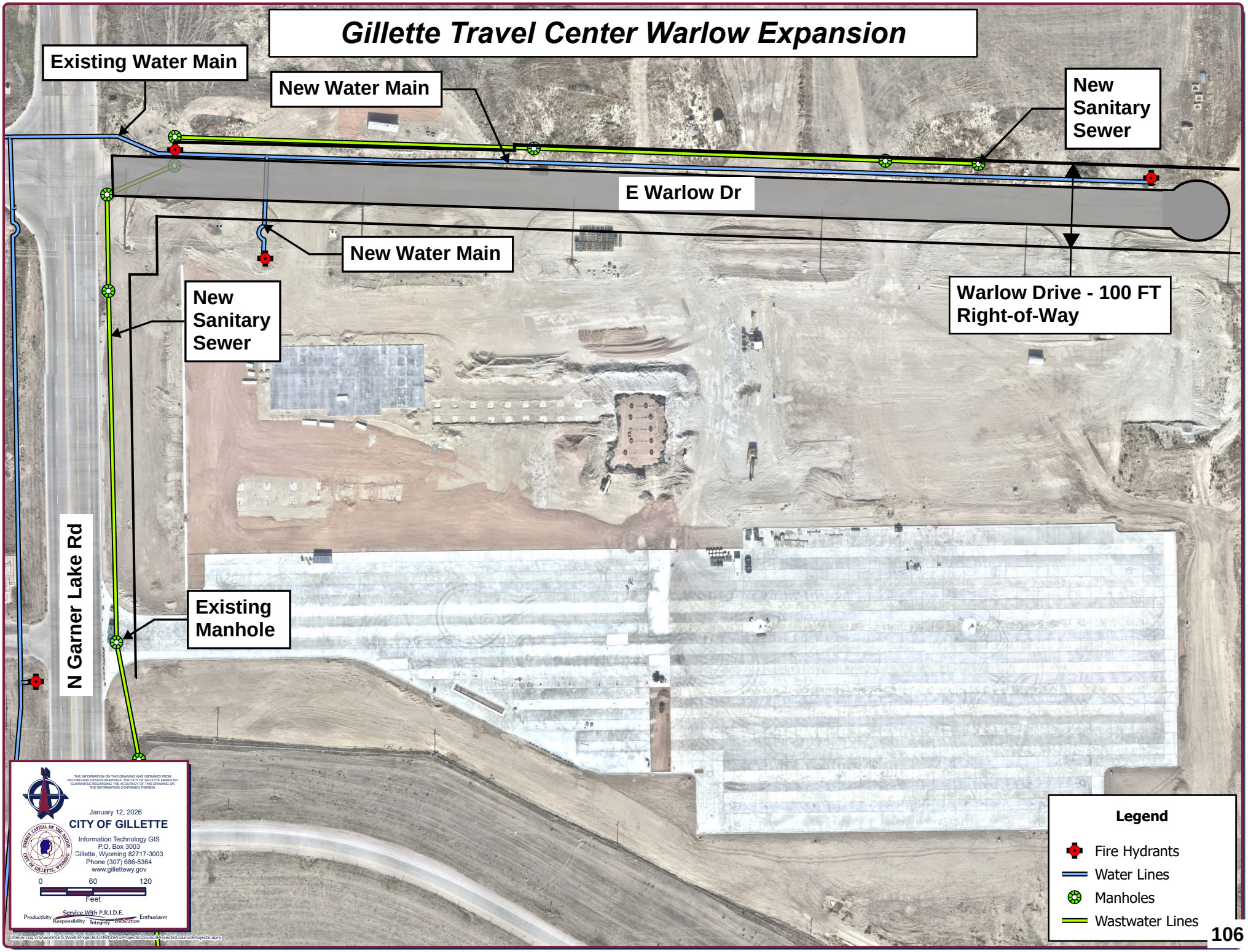
APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

Gillette Travel Center Warlow Expansion



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.

January 12, 2026

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

0 60 120
Feet

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

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CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Acceptance of a Permanent Sewer Utility Easement for 200 N. Garner Lake Rd, Prepared by DOWL, on Behalf of the Developer, D A Peterson Company, LLC.

SUGGESTED ACTION:

I move for Approval of Accepting a Permanent Sewer Utility Easement for 200 N. Garner Lake Rd, Prepared by DOWL, on Behalf of the Developer, D A Peterson Company, LLC.

CASE BACKGROUND:

The 200 N. Garner Lake Road (Gillette Travel Center) development project installed new sanitary sewer and water mains within the E. Warlow Drive extension. The developer has requested the city to take over the ownership and maintenance of the installed infrastructure (see attached map). With the sanitary sewer main being constructed so close to the northern right of way (ROW) line, an additional permanent sewer easement was required for maintenance per the city's design standards. The attached easement form and exhibit location have been approved by city staff.

The developer, D A Peterson Company, LLC, is requesting the city to accept the permanent sanitary sewer utility easement. This easement would allow the city to own and maintain the newly installed sanitary sewer infrastructure upon final acceptance.

ACTUAL COST VS BUDGET:

N/A

STAFF REFERENCE:

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

ATTACHMENTS:
GTC 25' Sewer Easement
Gillette Travel Center Sanitary Sewer Easements.pdf
GTC 15' Sewer Easement.pdf

25' SEWER UTILITY EASEMENT

Eastern Gillette Development, LLC, Lemmon, South Dakota, hereinafter GRANTOR, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged does Grant and Convey to the City of Gillette, Wyoming, a municipal corporation and city of the first class, hereinafter GRANTEE a sewer utility easement in and to the following described land:

An unplatted parcel of land recorded in DOC. #2025-02414 in the records of Campbell County, Wyoming more particularly described as follows:

*(SEE ATTACHED **FIGURE A** FOR DESCRIPTION)*

GRANTEE, its successors, licensees and assigns to have and to hold forever the lands described above for a sewer utility easement over, under, upon and within which to construct, maintain, service, reconstruct, operate, and locate at any time and from time to time sanitary sewer mains and associated appurtenances.

At the conclusion of initial construction and any reconstruction or repair activities within the easement, GRANTEE shall restore the surface and any improvements damaged and any adjacent areas disturbed during the construction or repair activities to a condition comparable to the condition of the disturbed or damaged area before construction within the easement.

DATED THIS 2 day of Jan, 2026

Douglas A. Peterson
Name

Signature

STATE OF South Dakota)
) ss.
COUNTY OF Perkins)

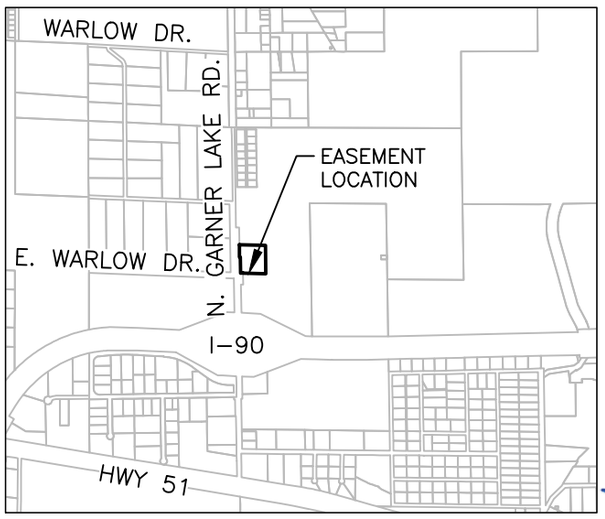
The above and foregoing instrument was acknowledged before me by Douglas Peterson, this 2 day of January, 2026.

Witness my hand and official seal.

Jo D. Smith

JO D SMITH NOTARY SEAL PUBLIC SOUTH DAKOTA

My commission expires: 10/05/27



VICINITY MAP

LEGEND

PROPOSED GENERAL UTILITY EASEMENT

QUARTER SECTION CORNER

FOUND ROW MONUMENT

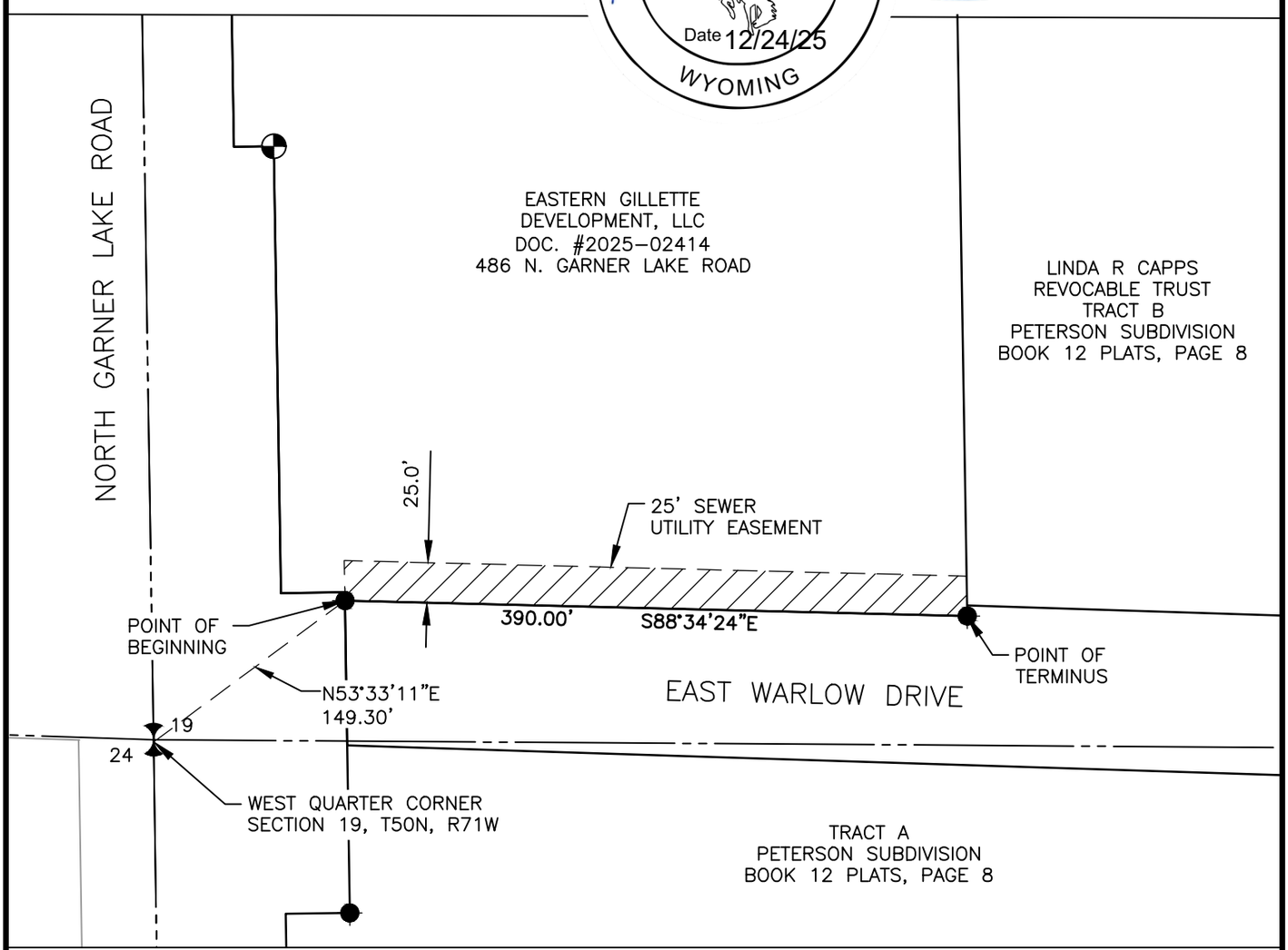
2" AC PELS 15057

N

0 100' 200'

SCALE: 1" = 100'

Professional Engineer & Land Surveyor
TAD R. ROSENLUND
15057
Date 12/24/25
WYOMING



25' SEWER UTILITY EASEMENT

A 25-foot strip of land when measured at right angles, situated within the SW1/4NW1/4 of Section 19, T50N, R71W, 6th P.M., Campbell County, Wyoming, across an unplatted parcel of land recorded in Doc. #2025-02414 in the records of Campbell County, WY, the south line of said strip being more particularly described as follows:

Commencing at the west ¼ corner of said Section 19; thence N 53°33'11" E, 149.30 feet, to the True Point of Beginning, at the intersection of the north line of Warlow Drive right-of-way and the east line of Garner Lake Road right-of-way; thence S 88°34'24" E, 390.00 feet along the south line of said parcel, to the Point of Terminus at the southeast corner of said parcel.

Containing 0.22 acres, more or less, and subject to any prior recorded easements, exceptions, restrictions, or conveyances.

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

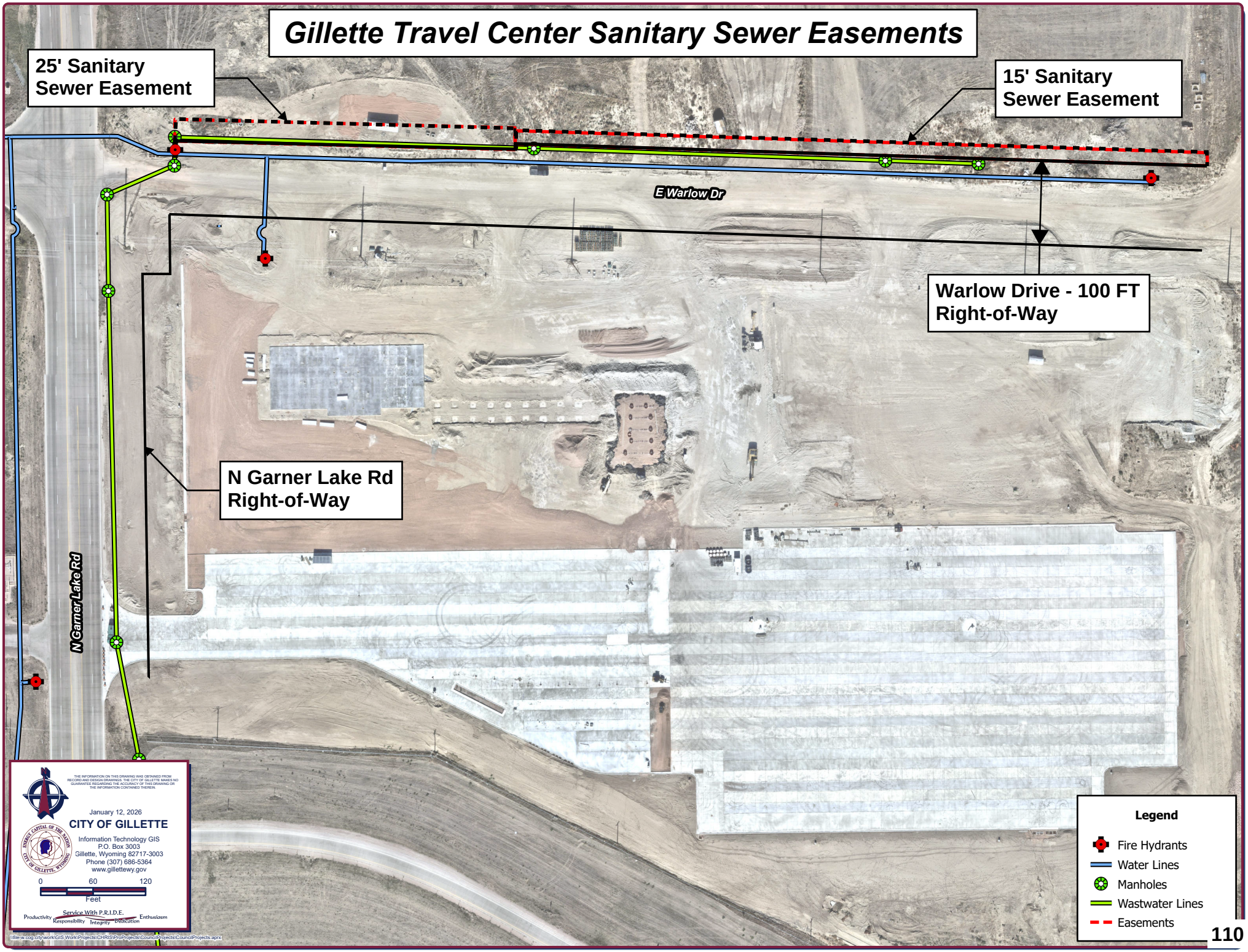
GILLETTE TRAVEL TRAVEL CENTER
25' SEWER UTILITY EASEMENT

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

PROJECT	63.28034.01
DATE	12/23/2025

FIGURE A

Gillette Travel Center Sanitary Sewer Easements



15' SEWER UTILITY EASEMENT

Linda R. Capps Revocable Trust, Gillette, Wyoming, hereinafter GRANTOR, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged does Grant and Convey to the City of Gillette, Wyoming, a municipal corporation and city of the first class, hereinafter GRANTEE a sewer utility easement in and to the following described land:

A parcel of land located in Tract B, according to that Plat recorded in Book 12 of Plats, page 8, Campbell County, Wyoming more particularly described as follows:

*(SEE ATTACHED **FIGURE A** FOR DESCRIPTION)*

GRANTEE, its successors, licensees and assigns to have and to hold forever the lands described above for a sewer utility easement over, under, upon and within which to construct, maintain, service, reconstruct, operate, and locate at any time and from time to time sanitary sewer mains and associated appurtenances.

At the conclusion of initial construction and any reconstruction or repair activities within the easement, GRANTEE shall restore the surface and any improvements damaged and any adjacent areas disturbed during the construction or repair activities to a condition comparable to the condition of the disturbed or damaged area before construction within the easement.

DATED THIS 12th day of JANUARY, 2026.

Linda R Capps
Name

Linda R Capps
Signature

STATE OF WYOMING)
) ss.
County of Campbell)

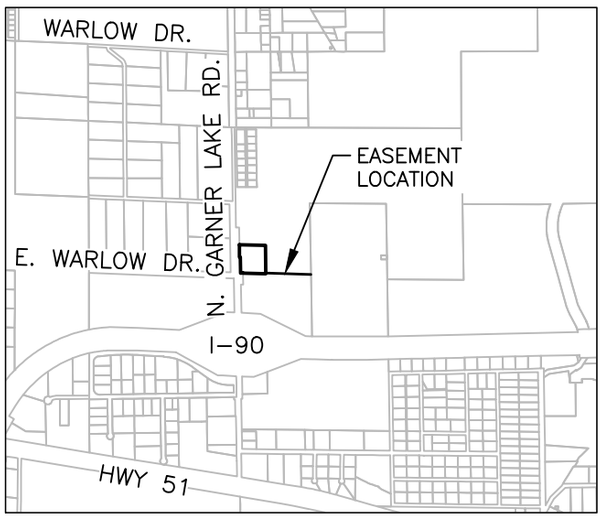
The above and foregoing instrument was acknowledged before me by Linda R. Capps, this 12th day of JANUARY, 2026

Witness my hand and official seal.

K JONES
Notary Public - State of Wyoming
Commission ID # 91679
My Commission Expires
November 12, 2030

Notary Public

My commission expires:



VICINITY MAP

LEGEND

PROPOSED GENERAL UTILITY EASEMENT

QUARTER SECTION CORNER

FOUND ROW MONUMENT

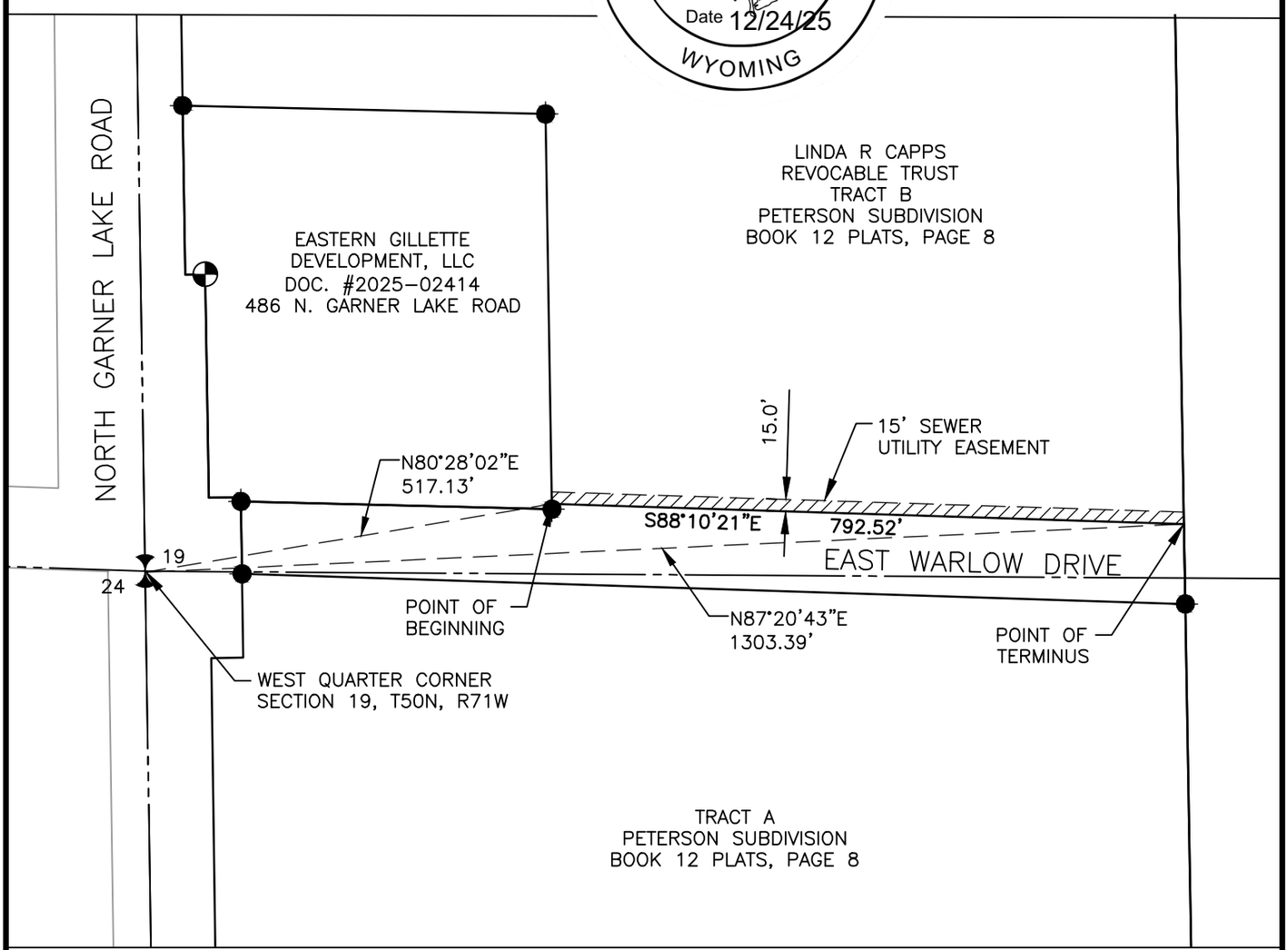
2" AC PELS 15057

N

0 200' 400'

SCALE: 1" = 200'

Professional Engineer & Land Surveyor
TAD R. ROSENLUND
15057
Date 12/24/25
WYOMING



15' SEWER UTILITY EASEMENT

A 15-foot strip of land when measured at right angles, situated within the SW1/4NW1/4 of Section 19, T50N, R71W, 6th P.M., Campbell County, Wyoming, across Tract B as recorded in Peterson Subdivision Book 12 Plats, Page 8 in the records of Campbell County, WY, the south line of said strip being more particularly described as follows:
Commencing at the west ¼ corner of said Section 19; thence N 80°28'02" E, 517.13 feet, to the True Point of Beginning, at the southwest corner of said Tract B; thence S 88°10'21" E, 792.52 feet along the north right-of-way line of Warlow Drive, to the Point of Terminus located N 87°20'43" E, 1303.39 feet from the west ¼ corner of said Section 19.

Containing 0.27 acres, more or less, and subject to any prior recorded easements, exceptions, restrictions, or conveyances.

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

GILLETTE TRAVEL TRAVEL CENTER
15' SEWER UTILITY EASEMENT

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

PROJECT	63.28034.01
DATE	12/23/2025

FIGURE A

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Acceptance of the Wastewater Treatment Facility Administration Building HVAC Replacement and Improvements Project Installed by Powder River Heating and Air Conditioning, in the Amount of $377,545.

SUGGESTED ACTION:

I move for Approval of the Acceptance of the Wastewater Treatment Facility Administration Building HVAC Replacement and Improvements Project completed by Powder River Heating and Air Conditioning, in the Amount of $377,545.

PROJECT NUMBER:

25WW01

CASE BACKGROUND:

BACKGROUND
This project included the procurement and installation of a new HVAC system, including removal, modification and replacement of existing equipment, piping, wiring, conduit and ductwork. A new indoor air handling unit, outdoor condensing unit, variable air volume dampers, control devices and all associated hydronic heating piping and components were included in this project. The project included the replacement of two in-ceiling fan coil units with a new outdoor packaged unit. This project replaced an obsolete and failing 40-year-old main unit and several troublesome aging in-ceiling units, boilers and condensing units. Updated controls and variable dampers provide much better climate control throughout the building.

SCHEDULE
Construction began January 10, 2025 and was completed December 12, 2025

ACTUAL COST vs. BUDGET
Powder River Heating and Air Conditioning was awarded the project with a bid of $370,136, with a final cost of $377,545.
Original Bid: $370,136

Change Order 1: Purchase upgraded iView pro HVAC control software. $4,200
Change Order 2: Reroute wiring and conduits that were hidden in insulation and not visible during design. $1,590
Change Order 3: Install new Glycol feeder with monitoring capabilities. $1,619
Final Contract Cost: $377,545

STAFF RECOMMENDATION:

I move for Approval of the Acceptance of the Wastewater Treatment Facility Administration Building HVAC Replacement and Improvements Project completed by Powder River Heating and Air Conditioning, in the Amount of $377,545.

ACTUAL COST VS BUDGET:

Actual Cost: $377,545; Budgeted Amount: $400,000

STAFF REFERENCE:

MAP - Joff Pilon, P.E., Utilities Director

ATTACHMENTS:
PROJECT MAP
AFFIDAVIT ON BEHALF OF CONTRACTOR
CERTIFICATE OF FINAL COMPLETION
CERTIFICATE OF SUBSTANTIAL COMPLETION
WARRANTY


PROJECT LOCATION

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming CITY: Gillette

COUNTY: Campbell DATE: 12-12-2025

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Powder River Heating and A/C, INC. the Contractor, dated 12-12-2025.

For the COG WWTF Admin. Building HVAC Replacements and Improvements Project

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contact.

In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every find and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

Powder River Heating and A/C, INC.
Contactor

12-12-2025
Date

P.O. Box 245
Address

Gillette
City

Wyoming
State

82717
Zip Code

Signed by
Richard Cisneros

Treasurer
Title

Subscribed and sworn to before me this 12th day of December, 2025

Notary Public

My Commission Expires: 11.12.27

APRIL DRAKE
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 84035
MY COMMISSION EXPIRES: 11/12/2027

CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION

Project Name: COG WWTF Admin. Building HVAC Replacements and Improvements_

Project No.: 25WW01

Date of Contract: 9/12/2024_____

Owner: City of Gillette_____

Contractor: _Powder River Heating and A/C, INC._____

Engineer: ____Mechanical Design Works_____

This Certificate of Final Completion applies to:

_X___ All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

_12-1-2025_____
Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.

DATED this __12th__day of _December_____, 2025__

Powder River Heating and A/C
CONTRACTOR (COMPANY NAME)

Richard Cisneros Jr. - Treasurer_____
SIGNATURE (TITLE)
Richard Cisneros

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Richard Cisneros Jr. this 12th day of December, 2025

Witness my hand and official seal.

APRIL DRAKE
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 84035
MY COMMISSION EXPIRES: 11/12/2027

A Drake
Notary Public

My commission Expires: 11.12.27

CITY OF GILLETTE

Shay Lundvall, Mayor _____ Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: COG WWTF Admin. Building HVAC Replacements and Improvements

Project No.: 25WW01

Owner: City of Gillette

Date of Contract: 9/12/2024

Contractor: Powder River Heating and A/C, INC.

This Certificate of Substantial Completion applies to:

_____X All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

Date of Substantial Completion: June 30th 2025

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared except as stated below.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

_____ Amended Responsibilities
___X_ Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

The following documents are attached to and made part of this Certificate:

Substantial Completion Punchlist dated June 30, 2025

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

DATED this 12th day of December, 2025

Powder River Heating and A/C
CONTRACTOR (COMPANY NAME)

Treasurer
SIGNATURE (TITLE)
Richard Cisneros

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Richard Cisneros Jr. this 12th day of December, 2025

Witness my hand and official seal.

ABBI DRAKE
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 84035
MY COMMISSION EXPIRES: 11/12/2027

Abrake
Notary Public

My commission Expires: 11-12-27

CITY OF GILLETTE

Shay Lundvall, Mayor Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

WARRANTY

(Contractor)

Powder River Heating and Air Conditioning hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Wastewater Treatment Facility Administration Building HVAC Replacement and Improvements FOR A PERIOD OF **One Year** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

CONTRACTOR further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that CONTRACTOR will pay all necessary, reasonable and normal costs whatsoever, incurred by the City of Gillette in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of **ONE YEAR** is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to CONTRACTOR that the City of Gillette intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to CONTRACTOR by registered mail before the City begins any work or incurs any cost unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of the City Engineer of the City of Gillette, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of the residents of the City of Gillette. In case the City Engineer finds the existence of an emergency requiring immediate action he shall serve notice to CONTRACTOR in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of CONTRACTOR shall be to compensate the City of Gillette for bringing any improvements up to the Contract Documents Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the one year period specified above if the City sent notice as provided above within the one year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the one year period.

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for Wastewater Treatment Facility Administration Building HVAC Replacement and Improvements

DATED this 6th day of January, 2026

Powder River Heating and Air Conditioning
CONTRACTOR (COMPANY NAME)

Richard Cisneros Jr. Treausrer
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Richard Cisneros Jr. this 6th day of January, 2026

Witness my hand and official seal

APRIL DRAKE
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 84035
MY COMMISSION EXPIRES: 11/12/2027

Abrahe
Notary Public

My commission Expires: 11.12.27

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Acceptance of the Gurley Overpass Study, Prepared by HDR, Inc., in the Amount of $56,270.27 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Acceptance of the Gurley Overpass Study, Prepared by HDR, Inc., in the Amount of $56,270.27 (1% Project).

PROJECT NUMBER:

26EN04

CASE BACKGROUND:

The Gurley Avenue overpass, was built in 1982 and is a critical transportation structure that carries two lanes of traffic over the BNSF railroad tracks and U.S. Highway 14/16. Due to the age of the existing structure on Gurley Avenue, more frequent annual routine maintenance and longer duration closures are becoming necessary to provide the required maintenance of the structure.

This evaluation study built upon the prior 2008 Gillette Railroad Crossing Alternatives Evaluation Study, and the 2021 Gillette Railroad Overpass Study.

This study details the existing conditions of the Gurley Avenue overpass structure and related maintenance history to provide a background on the overpass structure and the issues facing it. The study provides a high-level overview of different repair and replacement options that could be implemented, including each option's scope, cost, construction timeline, and long-term impact. The study also discusses a series of criteria developed to evaluate three (3) repair and replacement options based on key considerations. A comparison of the different life-cycle costs for each repair and replacement option was completed to demonstrate the differences in estimated construction and long-term maintenance cost requirements between the three options.

The study presented an overview of potential federal, state, local, and private funding sources that could be leveraged to implement a repair or replacement of the existing structure.

ACTUAL COST VS BUDGET:

Actual Cost = $56,270.27; Budget = $75,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Gurley Overpass Location Map


GURLEY OVERPASS STUDY
LOCATION MAP
PROJECT # 26EN04
Works Ave
Bundy Ave
N Gurley Ave
E Lincoln St
PROJECT SITE
GURLEY OVERPASS
E 2nd St
E Hwy 51
E Hwy 14-16
E 3rd St
E 4th St
Green Ave
S Gurley Ave
E 5th St
E 6th St
City of Gillette, Campbe
May 21, 2024
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov
0
140
280
Feet
Service With P.R.I.D.E.
Productivity
Responsibility
Integrity
Dedication
Enthusiasm

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration of a Resolution Granting Authority to City Staff to Negotiate a Professional Services Agreement to Proceed with Option 3, as described in the 2026 Gurley Overpass Evaluation Study for the Gurley Overpass Project.

SUGGESTED ACTION:

I move to Approve a Resolution Granting Authority to City Staff to Negotiate a Professional Services Agreement to Proceed with Option 3, as described in the 2026 Gurley Overpass Evaluation Study for the Gurley Overpass Project.

CASE BACKGROUND:

The 2026 Gurley Overpass Evaluation Study provided three options for moving forward with addressing the maintenance concerns with the Gurley Overpass. As a summary, due to the age of the existing structure, more frequent maintenance and longer duration closures are becoming necessary to provide the required maintenance. The report built upon the prior 2008 Railroad Crossing Alternatives Evaluation report, and the 2021 Gillette Railroad Overpass Study.

The three options provided by the 2026 Gurley Overpass Evaluation Study include:

Option 1 - Repair the existing deck - design and bidding for deck patching, overlay, sealing joints to the existing structure.

Option 2 - Full Deck Replacement and Widening - design and bidding for adding sidewalks and a new deck to existing structure.

Option 3 - New Build - design and bidding for full replacement of the existing structure.

Once a professional services agreement is negotiated for design and bidding services, staff will bring the agreement back to council for approval.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

RESOLUTION
Gurley Overpass Evaluation_Full Report

RESOLUTION NO. _____

A RESOLUTION GRANTING AUTHORITY TO CITY STAFF TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT TO PROCEED WITH OPTION 3 AS DESCRIBED IN THE 2026 GURLEY OVERPASS EVALUATION STUDY.

WHEREAS, the City of Gillette has completed a 2008 Railroad Crossing Alternatives Evaluation report, to study various crossing alternatives along the Burlington Northern Sante Fe (BNSF) corridor through the City of Gillette.

WHEREAS, the City of Gillette has completed a 2021 Gillette Railroad Overpass Study, to identify alternative crossing locations along the BNSF railroad corridor due to the aging Gurley Overpass facility.

WHEREAS, the City of Gillette conducted a 2026 Gurley Overpass Evaluation Study, which identified three options to address the maintenance concerns regarding the Gurley Overpass Structure.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE that City Staff may proceed to negotiate a professional services agreement for OPTION 3, for design and bidding services, as described in the 2026 Gurley Overpass Evaluation Study, for the benefit for the City of Gillette and anticipated users of their system.

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF January 2026.

_____
Shay Lundvall, Mayor

(SEAL)
ATTEST:

_____
Alicia Allen, City Clerk



Gurley Overpass Evaluation

City of Gillette, Wyoming

January 8, 2026

Contents

1 Introduction 1
2 Existing Conditions of the Gurley Avenue Overpass 1
2.0 Structure Location and Description 1
2.1 Existing Use of the Gurley Avenue Overpass 2
2.2 Current Maintenance Activities 2
2.3 Summary of the Existing Gurley Avenue Overpass Key Issues 4
3 Structure Options 4
3.0 Summary of Repair or Replacement Options 4
3.1 Option 1: Repair Existing Deck 5
3.2 Option 2: Full Deck Replacement and Widening 8
3.3 Option 3: New Build 9
3.4 Network Improvements and Auxiliary Projects 12
3.5 Comparison of Options 13
4 Secondary Evaluation and Comparative Analysis 15
4.0 Evaluation Criteria 15
4.1 Comparative Analysis 16
5 Gurley Avenue Bridge Life-Cycle Costs 18
6 Potential Funding Options 21
6.0 Potential Federal Sources 21
6.1 Existing State Off System Programs 24
6.2 Potential Local and Private Sources 25
7 Closing 26
Appendix A Maintenance History ..... A
Appendix B Life Cycle Cost Data ..... B
Appendix C Conceptual Bridge Typical Sections C

Tables

Table 1: Key Issues 4
Table 2: Advantages and Limitations of Option 1 7
Table 3: Advantages and Limitations of Option 2 9
Table 4: Advantages and Limitations of Option 3 11
Table 5: Summary of Options 14
Table 6: Summary of Auxiliary Projects and Network Improvements 15
Table 7: Matrix Comparison of Options 17
Table 8: Summary of Key Insights Gained from the Comparative Analysis 18
Table 9: Summary of Construction and Maintenance Activity for 70-Year Analysis Period 19
Table 10: Summary of Life-Cycle Costs for Each Gurley Avenue Overpass Option (70-Year Study Period) 20
Table 11: Federal Competitive Grant Programs 22

Figures

Figure a: 2018 Deck Rehabilitation Project 3
Figure b: Existing Structure 5

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1 Introduction

This report details the existing conditions of the Gurley Avenue overpass structure and related maintenance history to provide a background on the overpass structure and the existing issues facing it. Next, the report provides a high-level overview of different repair and replacement options that could be implemented, including each option's scope, cost, construction timeline, and long-term impact. The report then discusses a series of criteria developed to evaluate each of the three repair and replacement options based on key considerations; a comparison of the different life- cycle costs for each repair and replacement option was also completed to demonstrate the differences in estimated construction and long-term maintenance cost requirements between the three options. The next section of the report provides an overview of potential federal, state, local, and private funding sources that could be leveraged to implement a repair or replacement option before concluding with a summary of the key insights and takeaways gained through the comparison of the repair and replace options.

2 Existing Conditions of the Gurley Avenue Overpass

2.0 Structure Location and Description

The Gurley Avenue overpass in Gillette, Wyoming, is a critical transportation structure that carries two lanes of traffic over the BNSF railroad tracks and U.S. Highway 14/16.

- Built in 1982, it consists of a steel continuous beam superstructure with a cast-in-place concrete deck that was originally constructed using plain (uncoated) reinforcing steel.
- The bridge, which spans roughly 982 feet, is one of the longest in the State.
- The bridge carries about 10,500 vehicles per day and plays an essential role in keeping north–south traffic moving without interference from frequent rail activity below.
- The bridge roadway width is 32'-0" with no sidewalks for pedestrian use; the approach grades are 6% or more on each end.
- The current structure provides approximately 26'-0" of vertical clearance above the BNSF railway and 16'-6" over US 14/16.

Recent inspections have rated the deck and superstructure in fair condition and the substructure in good condition. HDR understands that the Gurley Avenue Overpass is the City's first priority when dealing with a winter storm. The steep grades necessitate a high application rate of deicing chemicals which has taken its toll on the bridge deck.

Saturation of the deck with chlorides, along with materials used in the original deck construction, are likely the primary cause of the observed distress in the deck.

The fair condition rating of the deck and deterioration of several other elements of the bridge have prompted annual inspections and a number of rehabilitation projects in recent years. Regular inspections are performed every two years by Wyoming DOT. Since 2019, Structural Dynamics, LLC, has performed an annual detailed condition assessment inspection. Due to the deterioration noted by the annual inspections, the structure is currently load-posted for 16 tons gross vehicle weight, approximately 24 tons below the legal load limit. Forty (40) tons is the nationally codified legal load rating for safe passage of heavy-duty trailers or equipment.

2.1 Existing Use of the Gurley Avenue Overpass

As noted in the Structure Location and Description section above, traffic counts maintained by Wyoming Department of Transportation (WYDOT) for the year 2023 indicate that the facility carries roughly 10,500 vehicles per day. Because of the structure's load posting, the facility's daily truck volumes amount to 80 heavy vehicles per day which represents less than 1 percent of all daily traffic volumes.

The structure does not currently have sidewalks or bicycle lanes, which limits usage of the bridge to vehicular traffic only. The structure's approach grades reach 6 percent which make the bridge non-compliant with current ADA regulations, and when paired with the lack of safe and reliable bicycle and pedestrian facilities, severely restricts usage of the bridge for wheelchairs and other mobility devices.

2.2 Current Maintenance Activities

2.2.0 History of Repairs

The Gurley Avenue Overpass has undergone over four decades of maintenance since its construction in 1982, reflecting the challenges of aging infrastructure built with materials and design standards of that era. Below is a summary of only the major repairs:

- The bridge opened to traffic in 1982
- The first major repair project occurred 18 years later in 1999. At that time, the deck was milled and a silica fume concrete overlay was installed. The barriers were repaired and the expansion joints were replaced.
- In 2008, repairs to the north abutment occurred
- In 2010 another major rehabilitation project was undertaken, only 11 years after the last one. In the 2010 rehabilitation, the deck was again milled and overlayed with silica fume concrete. The barriers, the expansion joints and the north abutment pot bearings were all repaired or replaced.

- In 2018, the deck was again milled and overlayed, only 8 years after the last major repair. See **Figure a** below. This time, an epoxy overlay was installed to help with water and corrosive salts from penetrating the deck.

There has been a repair, maintenance procedure, or investigation to the Gurley Overpass structure in 12 of the last 15 years, dating back to 2010. Moreover, for each maintenance action, the City has had to use its funds for consulting services and studies, in addition to the direct construction costs. A detailed timeline of historic maintenance activities is provided in **Appendix A**.

Despite these efforts, the bridge deck is approaching the end of its expected lifespan, and continued upkeep will become increasingly costly and less effective. This history underscores the need for a long-term solution—whether major rehabilitation or full bridge replacement—to ensure safety, compliance, and cost efficiency moving forward.

Figure a: 2018 Deck Rehabilitation Project



2.3 Summary of the Existing Gurley Avenue Overpass Key Issues

Table 1: Key Issues

Issue Area	Description of Issue(s)
Maintenance	Steep grades on bridge results in the need for regular de-icing. The Gurley overpass is the #1 priority for the City Streets division during inclement weather which encumbers resources throughout the event Regular de-icing of the bridge results in substantial impact to structural integrity of the deck due to corrosion
Mobility	Steep grades inhibit ADA accessibility of structure Lack of bicycle and pedestrian facilities limits non-motor vehicle usage of the structure Load posting of structure restricts usage of structure by heavy vehicles

3 Structure Options

3.0 Summary of Repair or Replacement Options

This study establishes and evaluates three options for repairing or replacing the Gurley Avenue overpass. Each option is assessed for scope, cost, construction timeline, and long-term impact. A summary of the three structure options is provided below. In addition to the three repair or replacement options, the impacts related to a No-Build scenario that assumes no major repairs or replacements beyond routine maintenance are discussed.

No-Build

Choosing a No-Build approach would mean continuing routine maintenance and inspections without undertaking a major rehabilitation or bridge replacement. This would include only minor work such as small deck repairs, sealing cracks, and epoxy injection of delaminated areas. While this option avoids immediate large capital costs, it does not address the bridge's aging condition, its structural limitations (load posting), pedestrian access limitations, and steep approach grades. The current expected end of useful life for the current bridge deck and previous repairs is anticipated to be reached between 2026 and 2029 based on the Structural Dynamics 2024 Deck Life Matrix technical memo. This is approximately ten years after the last major rehabilitation. The Gurley Avenue Overpass is already load-posted at 16 tons—well

below legal limits—and its deck and superstructure are rated only in fair condition. Past repairs, including multiple overlays and epoxy treatments, have slowed deterioration but have not eliminated recurring issues such as deck delamination and cracking. As the bridge deck approaches the end of its expected lifespan, ongoing maintenance will become increasingly frequent and costly (diverting more resources from other city street projects), while safety and operational reliability will decline.

Overall, the No-Build option will increase the likelihood of disruption to the traveling public, restrict legal load routes further, and increase the risk of sudden closures with high-cost repairs. **Ultimately, the No-Build option will result in closure of the crossing. Based on the substantial impacts associated with a No-Build option, it was not carried forward for further evaluation as part of this report.**

Figure b: Existing Structure



3.1 Option 1: Repair Existing Deck

3.1.0 Summary

This option focuses on milling the existing concrete overlay, performing isolated partial and full depth repairs, and placing a new rigid concrete overlay, similar to past maintenance efforts. The intent of this repair option is to perform one final major rehabilitation of the deck to extend its service life to its practical limit and defer more costly expenditures to the future. While this option offers the lowest upfront cost and shortest duration traffic disruption, it does not resolve other deteriorated bridge items. Furthermore, the bridge has already undergone multiple overlays (1999, 2010, and

2018), yet recurring issues such as deck delaminations and cracking persist, indicating that continued deck repairs are not a viable long-term solution.

3.1.1 Scope of Work

To restore structural integrity and extend the service life of the bridge, several key rehabilitation measures will be implemented to the deck only. The existing deck overlay will be removed by milling the surface. The remaining deck surface will be patched using partial-depth and full-depth repairs to address areas of spalling and delaminations. (The 2024 Structural Dynamics inspection indicates that 9.3% of the deck is delaminated (approximately 2900 square feet) with an estimated annual growth rate of 40% per year, suggesting that the scope of deck repairs could be significant). Localized deterioration and cracks will be treated to prevent further propagation and water infiltration using various epoxy and silane products. Damaged expansion joints will be replaced to maintain proper movement and load transfer across the deck. Barrier sections showing distress will be repaired to ensure safety and compliance with design standards. Finally, a low-slump concrete overlay will be installed to provide a durable, high-strength wearing surface, followed by the application of a surface-penetrating sealer such as silane to enhance resistance against chloride penetration and freeze-thaw cycles. While these combined actions will extend the deck's life in the short term, recent history indicates that this level of repair yields diminishing returns. A second future major deck rehabilitation to extend the deck's life further is not considered feasible or cost effective.

3.1.2 Advantages and Limitations

This approach offers several advantages and limitations that must be considered during planning. These advantages and limitations are summarized in **Table 2** below.

Table 2: Advantages and Limitations of Option 1

Option 1: Repair Existing Deck	
Advantages	**Limitations**
Lowest initial cost	Does not address other deteriorated structural elements like pier caps and girders.
Minimizes traffic disruptions during repairs	Does not address existing geometric deficiencies and non-vehicular mobility
Requires limited coordination with railroads, simplifying coordination and scheduling conflicts	Retains existing load posting
	Anticipated life of repairs is only 8 - 10 years; will require a future full deck replacement or full structure replacement in the near term.
	Still remains #1 on the Streets Division priority list for inclement weather. Annual maintenance and inspection budgets will continue to increase on an annual basis.
	Retains existing 45-year-old bridge substructure

3.1.3 Estimated Costs and Construction Timeline

Past repair projects as described earlier are a good indicator of the anticipated cost for repairing the deck again. The estimated initial construction cost for mill and overlay with crack sealing and deck repairs is **$6 to $8 million in 2028 dollars**. The project would require full closure of the bridge for approximately **6-8 months**. The anticipated life of the repairs is 8 to 10 years before major rehabilitation is needed again. This is based on the diminishing useful life returns of past repair projects.

3.2 Option 2: Full Deck Replacement and Widening

3.2.0 Summary

This option replaces the entire deck with a new wider deck that will provide increased traffic capacity and pedestrian access. This option addresses other critical components such as barriers, expansion joints, and bearings, and will make repairs to address structural steel corrosion and substructure delamination and cracking. This work would significantly extend the bridge's service life compared to the no-build option and Option 1. However, it involves higher capital investment and longer construction timelines, requiring longer traffic detours and greater coordination with rail operations.

3.2.1 Scope of Work

The proposed scope of work involves comprehensive structural rehabilitation to restore functionality and extend the service life of the bridge. The existing reinforced concrete deck will be fully removed and replaced with a new wider deck. The new concrete deck will utilize modern concrete mix designs and epoxy-coated reinforcing. Barrier systems, approach slabs, and expansion joints will be replaced and upgraded.

The **new, wider deck** will accommodate increased traffic capacity and pedestrian and bicycle use. This will include the integration of **sidewalks or shared-use paths**, designed to provide safe passage for pedestrians and cyclists over the highway and railroad. To enhance user safety, **railings and barriers will be arranged** to provide appropriate crashworthiness and pedestrian protection. Additionally, new **girder lines and substructure elements will be required** to support the increased deck width. Additional structural improvements include bearing repair or replacement to maintain rotational and translational movement and localized structural steel repairs to address girder section loss due to corrosion. These repairs will be followed by application of a protective coating system on all exposed steel surfaces. Existing substructure elements exhibiting spalling or delamination will undergo concrete patching using approved repair mortars. Protective paint systems can be applied where required to mitigate chloride-induced deterioration. These measures collectively aim to achieve structural adequacy, durability, and reduced life cycle maintenance costs. The advantages and limitations of replacing and widening the bridge deck to accommodate pedestrians are summarized in **Table 3** below.

Table 3: Advantages and Limitations of Option 2

Option 2: Full Deck Replacement and Widening	
Advantages	**Limitations**
Greater extension of bridge's service life and less frequent repairs compared to Option 1	Requires substantial efforts to add girder line to support wider deck, and to widen substructures
Improves posted load limit	Could necessitate purchase of right-of-way for wider roadway cross section
Provides pedestrian accessibility	Does not address steep approach grades at ends of structure. Remains #1 priority for Streets Division. Grades do not meet ADA Guidelines
	More involved coordination with BNSF
	Unknown damage may be encountered on girders, piers and abutments during construction which could escalate costs and timeframe
	Retains existing 45-year-old bridge substructure

3.2.2 Estimated Costs and Timeline

The estimated initial construction cost for deck replacement and widening of the bridge **is approximately $18 million to $24 million**. (This cost is based on the addition of a single 6-foot sidewalk and a single girder line to one side of the bridge, for a total deck width of 41 feet. The final deck cross section will need to be determined in coordination with City staff). The timeline for closure of the structure is **15 to 20 months**. The expected life span of the widening is approximately 30 years, before a full bridge replacement is needed.

3.3 Option 3: New Build

3.3.0 Summary

Constructing a new bridge offers the most comprehensive solution, addressing all structural, functional, and safety concerns. A new design could improve steep approach grades, remove load restrictions, and provide a new bridge that is compliant with current standards. While this option demands the highest investment and longest construction timeline, it provides the greatest long-term value and reliability.

3.3.1 Scope of Work

The proposed scope of work for this option involves constructing a **new bridge designed to meet modern AASHTO LRFD standards** that is compliant with current

geometric, structural, and safety requirements. The new bridge would be substantially shorter in length than the existing bridge, approximately 350 ft in length. This is accomplished by constructing roadway fill embankment supported by retaining walls up to the limits of highway and railroad right-of-way. Extending the project limits along Gurley Avenue will allow for longer approaches at a shallower grade. The replacement structure will feature **12' wide travel lanes meeting current standards, new shoulders, and integrated pedestrian and bicycle facilities**. The new structure will provide pedestrian and bicycle connectivity and accommodate future traffic growth. While specific lane and shoulder widths will be determined during preliminary design, the intent is to provide a configuration that meets current design criteria and maximizes operational efficiency while minimizing overall construction costs. One goal of the new build is to establish a bridge width that will allow two lanes of traffic to be maintained on the bridge during any future partial-width deck repair work. The layout of the new replacement structure could be configured so that the **existing bridge can remain open during construction**, which may be feasible through staged construction and by shifting the new roadway alignment adjacent to the current structure. This approach would significantly reduce traffic disruption but may require **additional right-of-way acquisition. Coordination with BNSF Railway will be typical as with any new bridge** that needs to meet current design and clearance requirements. By adopting modern design standards, the new bridge will address existing deficiencies such as steep grades, improve safety, and reduce long-term maintenance through optimized geometry and durable materials.

3.3.2 Advantages and Limitations

The advantages and limitations for the New Build option are summarized in **Table 4** below.

Table 4: Advantages and Limitations of Option 3

Option 3: New Build	
Advantages	**Limitations**
Provides highest capacity and most durable design	Highest initial cost, longest construction timeline
Shorter bridge length reduces long-term maintenance and de-icing requirements	Requires extensive environmental review, permitting, and compliance with updated railroad clearance regulations
Optimized alignment can improve geometry and operational efficiency-lanes could remain open during future maintenance.	Likely requires acquisition of additional right-of-way
Most comprehensive solution for structural longevity, safety, and community benefit. This design meets ADA guidelines.	
Improves steep approach grades at ends of structure. Approaches built on embankment reduces impacts of freezing when compared to elevated roadway. Less impact to City Streets resources during ice/snow events	
Provides pedestrian accessibility	
Does not require load posting	
CDS funds available for design (see Section 4.0.2)	

3.3.3 Estimated Costs and Timeline

Estimated initial construction cost for a new build, including the bridge structure and approach embankment fills (embankment fills supported by retaining walls), is approximately **$27 million to $31 million in 2028 dollars**. (This cost is based on a 350-foot long bridge. The bridge deck typical section consists of two-lanes, one 5-foot sidewalk, and one 10-foot multi-use path, for a total width of 47 feet. The final bridge length and deck cross section will need to be determined in preliminary design and in coordination with City staff). The construction timeline for a full bridge build with approaches is **18 to 24 months**. However, it is possible that the construction of the new bridge will be adjacent to the existing alignment and phased such that traffic can be maintained on the existing structure. This phased construction approach is priced into the estimate. Completely closing the existing bridge and building the new bridge in its place in a single phase of construction will reduce construction costs and construction schedule, though a more detailed analysis will need to be performed to

determine the magnitude of savings. The expected useful life of a new bridge built today using modern design standards and materials is approximately 75 years. However, regular maintenance is key to achieving that lifespan. In addition to smaller maintenance upkeep projects, it can typically be expected that a bridge deck will need to be replaced approximately midway through the life of the structure.

3.4 Network Improvements and Auxiliary Projects

The City is exploring a series of auxiliary projects and network improvements to support mobility and safety needs associated with the replacement of the Gurley Avenue overpass; these projects were included as part of the cap-tax ballot proposal during the 2024 election. This suite of projects would provide connectivity enhancements desired by the City and could be implemented at the time of construction of a new Gurley Avenue structure should funding be available. The auxiliary projects and network improvements have been previously identified in past planning efforts and a summary of them is below.

Auxiliary Projects

Auxiliary projects refer to the improvements that may be desired to support a new structure. These auxiliary projects and estimated costs in 2028 dollars include:

- **Gurley Avenue Overpass appurtenances (beautification)**: This project would provide beautification enhancements on a new Gurley Avenue overpass, similar to those constructed on the Sheridan North Interchange. Examples of beautification may include concrete form liners, monuments, colored concrete, special lighting, and decorative pedestrian railings.
    - **Estimated cost (2028 dollars)**: $1,000,000

Network Improvements

Network improvements to support mobility and safety needs have been identified in past planning efforts and may be desired under a New Build scenario to accommodate a wider deck compared to the existing bridge. These network improvements and estimated costs in 2028 dollars include:

- **Gurley Avenue, from Warlow Drive to Lincoln Street reconstruction**: This improvement would reconstruct the segment of Gurley Avenue from Warlow Drive to Lincoln Street, widening the segment to match the number of lanes on the replaced Gurley Avenue overpass.
    - **Estimated cost (2028 dollars)**: $3,070,000
- **Gurley Avenue, from 5th Street to 9th Street reconstruction**: This improvement would reconstruct the segment of Gurley Avenue from 5th Street to 9th Street, widening the segment to match the number of lanes on the replaced Gurley Avenue overpass.
    - **Estimated cost (2028 dollars)**: $3,070,000

- **Gurley Avenue utility adjustments and relocations**: This project would adjust and relocate utilities along the Gurley Avenue corridor as needed to accommodate a wider corridor.
    - **Estimated cost (2028 dollars)**: $740,000

- **6th Street / 7th Street extension and intersection modifications**: This improvement would extend 7th Street from its existing terminus at Stanley Avenue westward to establish a connection with 6th Street at its existing terminus at Gurley Avenue. Included with this extension would be improvements to the new intersection of 6th Street and 7th Street, including installation of traffic signals. Completion of this project provides a direct connection across town from east to west.
    - **Estimated cost (2028 dollars)**: $8,430,000
- **6th Street and Highway 59 signalization reconfiguration** This improvement would relocate the existing traffic signals from the intersection of 4th Street and Highway 59 to the intersection of 6th Street and Highway 59 to support traffic operations along 6th Street owing to the 6th Street/7th Street extension.
    - **Estimated cost (2028 dollars)**: $1,200,000

A key outcome of the network improvements above is centered on the 6th Street/7th Street extension and intersection modifications project. Should this connection be established, 6th Street could serve as a major east-west corridor that provides accessibility to destinations across the city of Gillette and greatly enhance emergency response capabilities for first responders based at Campbell County Health. This project would effectively address connectivity issues that would arise from the closure of 4th Street at Gurley Avenue that would occur under the New Build option.

3.5 Comparison of Options

Based on the details for each option identified for the Gurley Avenue overpass, a matrix that compares each option's scope of work, estimated cost, closure duration, expected service life, geometric deficiencies addressed, and advantages and limitations was developed. **Table 5** presents the matrix comparing the options.

Table 5: Summary of Options

Option	Scope of Work	Est. Const. Cost (2028)	Closure Duration	Expected Service Life	Maintenance and Mobility Deficiencies Addressed?	Key Advantages	Key Limitations
No. 1: Repair Deck	Milling overlay, patching, sealing, joints	$6M-$8M	6–8 months	~8-10 years	No	Lowest cost, least disruption	Shortest life, requires subsequent near-term rehabilitation, Load posting remains in place, Retains steep grades, Ped and ADA restrictions
No. 2: Full Deck Replacement and Widening	Remove & replace deck, upgrades to barriers, joints, bearings, Adds sidewalks / shared-use paths, new girders and widened substructures	$18M - $24M	15–20 months	~30 years	Partial	Improves pedestrian and bicycle access, Removes load posting	More costly, ROW needs, Retains steep grades, Not compliant with ADA
No. 3: New Build	New wider, shorter bridge and approach fills with retaining walls	$27M-$31M	18–24 months; traffic may be maintained with phased construction	~75 years	Yes	Addresses all deficiencies, Longest life, Lowest life-cycle cost, Utilizes available grant funds	Highest initial cost, Greater permitting and ROW needs

Table 6: Summary of Auxiliary Projects and Network Improvements

Project	Purpose and Need	Cost (2028 Dollars)
Gurley Avenue Overpass Beautification	Beautification to support gateway, memorial structure to honor Mike Enzi	$1,000,000
Gurley Avenue Utility Adjustments	Utility adjustments to support wider corridor	$740, 000
Gurley Avenue (Warlow to Lincoln) Reconstruction	Reconstruction of Gurley Avenue north of overpass to support new, wider bridge	$3,070,000
Gurley Avenue (5th to 9th) Reconstruction	Reconstruction of Gurley Avenue south of overpass to support new, wider bridge	$3,070,000
6th and 7th Street Extension and Intersection Modifications	Network improvement to ease traffic congestion	$8,430,000
6th and Hwy 59 Signalization	Network improvement to ease traffic congestion	$1,200,000
		$17,510,000

4 Secondary Evaluation and Comparative Analysis

4.0 Evaluation Criteria

To ensure a comprehensive and objective assessment of the Gurley Avenue overpass options, a broader range of evaluation criteria, beyond those discussed above, was established. These criteria were used to assess each option's ability to meet specific requirements. An overview of the evaluation criteria established is provided below.

Structural & Engineering

- Structural adequacy.
  - Determines whether the option restores or improves the bridge's ability to safely carry legal loads and meet current design standards. This is

critical because the existing structure is load-posted and rated in fair condition.

- Remaining service life
  - Measures the expected lifespan after improvements. Longer service life reduces the frequency of major interventions and lowers life-cycle costs.
- Constructability
  - Assesses the practicality of implementing the option, considering site constraints, railroad coordination, and technical complexity.

Cost & Economic

- Initial construction cost
  - Represents the upfront financial investment required for the option.
- Life-cycle cost
  - Includes maintenance, rehabilitation, and eventual replacement costs over the structure's lifespan.

Schedule & Implementation

- Construction duration
  - Longer closures increase user inconvenience and may affect local businesses and emergency response times.
- Right-of-way needs
  - Evaluates whether additional land acquisition is required, which can add cost, delay, and potential legal challenges.

Environmental

- Environmental impact
  - Considers compliance with environmental regulations

Traffic & Mobility

- Traffic disruption severity
  - Measures the extent of traffic impacts during construction, including detours and lane closures.
- Safety improvement potential
  - Evaluates how the option enhances safety for motorists, pedestrians, and cyclists.

Risk & Resilience

- Structure durability
  - Assesses resistance to deterioration from factors such as freeze-thaw cycles, de-icing chemicals, and heavy traffic.

4.1 Comparative Analysis

A comparative matrix was developed to better characterize and weigh all the variables to be considered when evaluating each of the bridge options. Each evaluation criterion is assigned a portion (weight) of the total 100%. This weight is assigned based on engineering judgement and precedent set by other bridge replacement studies. Within each criterion, a ranking is given to each bridge repair option. This matrix establishes a ranking system from 1 to 3 where a score of ***1*** means the bridge option addresses the criterion **least favorably**, and where ***3*** indicates the bridge option addresses the criterion **most favorably**. The goal of the weights and rankings is to arrive at an

objective score, with little room for bias. The final results of the evaluation are presented in **Table 7** and **Table 8**.

Table 7: Matrix Comparison of Options

Category	Criteria	Weight (%)	OPTION 1: DECK REPAIRS		OPTION 2: FULL DECK REPLACEMENT AND WIDENING		OPTION 3: NEW BRIDGE	
			Criteria Ranking	Weighted	Criteria Ranking	Weighted	Criteria Ranking	Weighted
Structural & Engineering	Structural adequacy	10%	1	*3.3*	2	*6.7*	3	*10.0*
	Remaining service life	5%	1	*1.7*	2	*3.3*	3	*5.0*
	Constructability	5%	3	*5.0*	1	*1.7*	2	*3.3*
Cost & Economic	Initial construction cost	10%	3	*10.0*	2	*6.7*	1	*3.3*
	Life-cycle cost	15%	1	*5.0*	2	*10.0*	3	*15.0*
Schedule & Implementation	Construction duration	10%	3	*10.0*	2	*6.7*	1	*3.3*
	Right-of-way needs	5%	3	*5.0*	2	*3.3*	1	*1.7*
Environmental	Environmental req's	5%	3	*5.0*	2	*3.3*	1	*1.7*
Traffic & Mobility	Traffic disruption severity	10%	2	*6.7*	1	*3.3*	3	*10.0*
	Safety improvement potential	5%	1	*1.7*	2	*3.3*	3	*5.0*
Risk & Resilience	Structure durability	5%	1	*1.7*	2	*3.3*	3	*5.0*
	Maintenance	15%	1	*5.0*	2	*10.0*	3	*15.0*
	Score Results			**60/100**		**62/100**		**78/100**

Table 8: Summary of Key Insights Gained from the Comparative Analysis

Option	Score	Key Insights
Option 1. Repair Existing Deck	60/100	Lowest initial construction cost but offers minimal structural improvement and short remaining service life. High risk of recurring maintenance and limited safety benefits.
Option 2. Full Deck Replacement & Widening	62/100	Moderate cost and better than Option 1 in durability and service life, but still not a long-term solution. Provides some safety and mobility improvements but falls short on resilience.
Option 3. New Build	78/100	Highest initial cost and right-of-way needs, but delivers maximum structural adequacy, longest service life, best safety improvements, and lowest life-cycle risk.

5 Gurley Avenue Bridge Life-Cycle Costs

A key consideration that should guide the selection of an option for addressing the existing Gurley Avenue overpass is the life-cycle cost of each option. An asset's life-cycle cost looks at two factors:

a) Estimates expenditures needed to maintain the structure over its full service life; and

b) Contextualizes future construction activities against the backdrop of varying levels of economy-wide and construction-focused cost escalation.

The analysis includes the estimated cost and timing of activities across each scenario in 2028 dollars (referred to as the *current-year cost*), and two cost escalation rates. The current-year cost includes a variety of operation and maintenance activities that occur over a bridge's life-cycle; figures were provided by internal project staff. These estimates capture the activities required by Gillette over a 70-year period (tentatively from 2028 through 2098) for each design scenario. A summary of the assumed construction and maintenance activity for each repair option over the selected 70-year timeframe, upon which each option's base cost is computed, is provided in **Table 9** below.

Table 9: Summary of Construction and Maintenance Activity for 70-Year Analysis Period

Year	Option 1: Repair Deck	Option 2: Full Deck Replacement & Widening	Option 3: New Build
Year 0 (2028)	Repair deck	Replace deck	Replace bridge
Year 10 (2038)	Replace deck	Typical ongoing maintenance	Typical ongoing maintenance
Year 20 (2048)	Typical ongoing maintenance	Typical ongoing maintenance	Typical ongoing maintenance
Year 30 (2058)	Replace bridge (bridge age = 76)	Replace bridge (bridge age = 76)	Typical ongoing maintenance
Year 40 (2068)	Typical ongoing maintenance	Typical ongoing maintenance	Typical ongoing maintenance
Year 50 (2078)	Typical ongoing maintenance	Typical ongoing maintenance	Replace deck
Year 60 (2088)	Typical ongoing maintenance	Typical ongoing maintenance	Typical ongoing maintenance
Year 70 (2098)	Typical ongoing maintenance	Typical ongoing maintenance	Typical ongoing maintenance

The current-year cost represents the dollar value of each maintenance and construction activity if they were to occur in 2028. Applying an inflation percent to activities that occur after 2028 allows us to estimate realistic year-of-expenditure costs. We assessed two escalation alternatives, using national-level data estimates based on historical economic trends in all-goods price inflation and construction-specific spending inflation. The lower rate, 3% compounding annually, is based on a 10-year average between the producer price index for all commodities and the consumer price index for all urban consumers.[1] The higher rate, 4.5% compounding annually, is based on the 10-year average between total construction spending nationally and total public construction spending nationally, 6%,[2] and the aforementioned 3% rate. Applying the two rates to each scenario provides a range of potential future construction costs that considers the often-volatile nature of public construction markets.

[1] Producer Price Index by Commodity: All Commodities (PPIACO) *https://fred.stlouisfed.org/series/PPIACO* & Consumer Price Index for All Urban Consumers: All Items in U.S. City Average (CPIAUCSL); 10-year averages *https://fred.stlouisfed.org/series/CPIAUCSL*

[2] Total Construction Spending: Total Construction in the United States (TTLCONS) https://fred.stlouisfed.org/series/TTLCONS & Total Public Construction Spending: Total Construction in the United States (TLPBLCONS); 10-year averages https://fred.stlouisfed.org/series/TLPBLCONS.

The fiscal trade-off between the three options is the initial cost of construction versus ongoing maintenance expenditures as shown in **Table 10** below. Background information for the development of the life-cycle cost analysis can be found in **Appendix B**.

Table 10: Summary of Life-Cycle Costs for Each Gurley Avenue Overpass Option (70-Year Study Period)

Option	Sum of Future Maintenance Costs ($M)		
	Current-Year Cost (2028)	3% Escalation	4.5% Escalation
Option 1. Repair Deck	$41.6	$87.4	$131.5
Annualized Costs	$0.6	$1.2	$1.9
Option 2. Full Deck Replacement & Widening	$50.7	$94.8	$137.9
Annualized Costs	$0.7	$1.4	$2.0
Option 3. New Build	$31.3	$45.7	$67.1
Annualized Costs	$0.4	$0.7	$1.0

For the Option 1- Repair Deck scenario, while the initial cost of repairing the deck is the lowest among the three options, the resulting costs to maintain the bridge will increase rapidly, and a full bridge replacement would be required within approximately 40 years. **This Option is not eligible for Congressionally Directed Spending (CDS) funds received by the City for a new bridge construction.**

For Option 2- Full Deck Replacement with Various Structure Repairs, the initial costs of construction are about $9.0 million more than initial Option 1 costs. While Option 2 would provide a longer service life, the bridge would still need to be replaced around Year 40 as it reaches the end of its useful life, resulting in life-cycle costs higher than for Option 3 but still less expensive than Option 1. **As noted above, this Option is not eligible for the CDS funds.**

Under Option 3- New Build, the initial cost of construction is the highest among the three options (see **Table 5**), but would result in the greatest long-term benefits (enhanced mobility, ADA compliance, and a 75-year design life). Despite the higher upfront costs the shorter bridge length substantially decreases the cost of regular maintenance activities. This results in the lowest life-cycle costs of the three options while providing the greatest overall benefits to the community. **This is the only Option for which the City can access the $3 million in CDS funds for pre-construction planning, design, environmental, right-of-way acquisition, and permitting activities.**

The analysis summarized above does not include an assessment of the residual values of the various structures as the intention of the analysis is to provide a realistic assessment of annual costs for each option for the City. Replacing the assets after 30 years in Option 1 and 2 will result in remaining asset value at the end of the 70-year analysis. Using straightline depreciation rate based on a bridge lifespan of 75 years, both Options 1 and 2 will have depreciated asset values of $26.2 million (at 3% inflation) and $40.4 million (at 4.5% inflation). Conversely, the New Build option does not capture any remaining asset value at the end of the analysis as the bridge will be near or at the point of needing replacement again.

6 Potential Funding Options

This section provides summary descriptions of federal, state, and local funding sources, which the City could use to support investments in the replacement of the existing overpass.

The City currently has funds allocated for a major rehabilitation or replacement of the Gurley Avenue Overpass. Those funds include $8 million already set aside and the $3 million CDS grant previously discussed (to be used for a new bridge only) for a total of $11 million. Potential federal and state funding sources to supplement City funds are discussed below.

6.0 Potential Federal Sources

Table 11 summarizes federal funding programs that could support the project.

Table 11: Federal Competitive Grant Programs

Federal Competitive Grants	Description	Schedule	Total Funds Available / Typical Award
USDOT BUILD Grant	Projects that leverage resources, encourage partnership, catalyze investment and growth, fill a critical void in the transportation system or provide a substantial benefit. Separate grant award categories for urban areas and rural areas.	Most recent application cycle: November 2025 – February 2026	USDOT received 815 eligible applications requesting over $10 billion for the FY2025 BUILD Round 2, of which 30 projects were awarded a total of $488 million. Awards ranged from $239,000 to $25 million
FHWA Competitive Highway Bridge Program	Funds are restricted to states with a population density of less than 100 people per square mile, which includes Wyoming. Requires bridge bundling, so it could be considered if there is another bridge that would be implemented at the same time.	Most recent application cycle: January – August 2025.	For FY 2024, up to $250 million is available for CHBP awards under this NOFO, including $200 million of this funding provided through the Highway Trust Fund as Contract Authority, and $50 million is provided through general fund appropriations.
FHWA Bridge Investment Program	Focuses on existing bridges to reduce the overall number of bridges in poor condition, or in fair condition at risk of falling into poor condition.	TBD	A total of up to $9.62 billion in FYs 2023 through 2026 BIP funds for both Large Bridge and Bridge Project opportunities.
FRA Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program	Provides funding for projects that improve the safety, efficiency, and reliability of intercity passenger and freight rail such as Highway-rail grade crossing improvement projects.	Most Recent Funding Cycle: March 29 - May 28, 2024.	$2.5 billion available for award, of which 25 percent set aside for projects located in Rural Areas
Wyoming Transportation Alternatives (TAP)	Provides federal funds for community-based projects that expand travel choices and enhance the transportation experience.	Application will be open from June 1, 2025 through July 15, 2025	FY2026 Funding available: $4.6 million

6.0.0 USDOT Better Utilizing Investments to Leverage Development (BUILD) Program

Funds projects that have a significant local or regional impact. The eligibility requirements of BUILD allow project sponsors, including state and local governments, counties, Tribal governments, transit agencies, and port authorities, to pursue multi-modal and multi-jurisdictional projects that are more difficult to fund through other grant programs. Formerly known as RAISE and TIGER.

Most recent application cycle: this application cycle is currently open, with applications due February 24, 2026.

6.0.1 FHWA Competitive Highway Bridge Program

The Competitive Highway Bridge Program provides $225 million for highway bridge replacement and rehabilitation projects on public roads. Applicants must demonstrate cost savings through bundling multiple bridge projects. Funding is only eligible to states with a population density of less than 100 people per square mile; Wyoming falls well below this threshold. Only state DOTs are eligible to apply. “Bundling” is defined as two or more similar eligible bridge projects awarded to a single contractor or consultant and included as a single bundled project in the applicable TIP or STIP. Bundled projects must have the same funding category or subcategory and the same Federal share. The City could approach WYDOT to be an applicant partner.

Most recent application cycle: The most recent NOFO was published on January 2025 with an application deadline of August 2025.

6.0.2 FHWA Bridge Investment Program (BIP)

A competitive, discretionary program that focuses on existing bridges to reduce the overall number of bridges in poor condition, or in fair condition at risk of falling into poor condition. On December 20, 2023, the FHWA opened a Notice of Funding Opportunity (NOFO) for up to $9.62 billion in FYs 2023 through 2026 under the Bridge Investment Program. BIP grants are available for bridges with total eligible project costs up to $100 million, with minimum grant awards of $2.5 million, and maximum grant awards of 80 percent of the total eligible project costs.

Most recent application cycle: The FHWA is currently reviewing this Notice of Funding Opportunity. Any re-opening or re-posting of this funding opportunity will be available on Grants.gov and will include any updates made as a result of the review.

6.0.3 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program

The purpose of the CRISI Program is to invest in a wide range of projects within the United States to improve railroad safety, efficiency, and reliability; mitigate congestion at both intercity passenger rail and freight rail chokepoints to support more efficient travel and goods movement; enhance multi-modal connections; and lead to new or substantially improved Intercity Passenger Rail Transportation corridors.

Most recent application cycle: The most recent application cycle opened on March 29, 2024, and closed on May 28, 2024. Awards were announced October 2024.

6.0.4 Wyoming Transportation Alternatives Program (TAP)

The Transportation Alternatives program is a competitive application program that is allocated about $4.6 million annually for distribution throughout the state. The program provides federal funds for community-based projects that expand travel choices and enhance the transportation experience by integrating modes and improving the cultural, historic, and environmental aspects of the transportation infrastructure. For example, projects can include the creation of bicycle and pedestrian facilities, streetscape improvements, refurbishment of historic transportation facilities, and other investments that enhance communities, connections, and access. The federal government provides funding for TA projects through our nation's Federal-aid highway transportation legislation. Total funding available for the FY2026 cycle: $4,677,826.

Note: This funding source would be appropriate for the bicycle/pedestrian facility elements of the project.

Most recent application cycle: June 1, 2025 through July 15, 2025.

6.1 Existing State Off System Programs

The following section provides an overview of two programs administered by WYDOT that might apply to the project, including an Off the State System program as the overpass carries a local road. The programs described in this section include funding suballocated by WYDOT from FHWA formula grant programs, which could be pursued separately or in combination with the previously described competitive federal grant programs. While there is no limitation on the number of programs which contain federal funding that can be included in a project’s financial strategy, the maximum federal funding participation that can be used on a project is 80 percent of the total capital costs.

If there is interest in pursuing funding from these programs, the City will need to coordinate with WYDOT, as use of these funds is typically identified several years in advance and is documented in the state’s transportation planning and programming documents, including the statewide transportation plan (STIP).

Finally, in addition to the federal aid, WYDOT receives revenue from a variety of sources, including fuel taxes, vehicle registrations, and several other taxes and fees. In addition to the potential opportunities described below, WYDOT distributes funds through a variety of other programs, including several that allocate funding to directly to cities, towns, and counties. The direct funding allocated to the City or County could be another potential opportunity for the overpass replacement. The total statewide amount of WYDOT funding available to local agencies varies from year to year but is typically in the vicinity of $70 million.

6.1.0 Surface Transportation Program – Urban (STPU)

The STP is a federally mandated program that provides flexible funding to states and localities for projects to preserve and improve the conditions and performance on Federal-aid highway, bridge, and tunnel projects on any public road, and pedestrian and bicycle infrastructure.

STPU is a subset of the STP program targeted to municipalities with a census population greater than 5,000. The program is designed to assist Wyoming urban cities to address road and street needs created by increased traffic generation, changes in land use patterns and other community development characteristics. The FY 2026 STPU statewide budget was $26.0 million.

6.1.1 Bridge Replacement Off-System (BROS)

The BROS program is a federally funded bridge replacement program to reduce the number of deficient off-system bridges. It applies to bridges owned by cities, towns and counties, located on a non-federal aid roadway and open to the public. In Wyoming, the matching fund ratio for BROS projects is currently 90.49 percent federal-aid funds and 9.51 percent local funds. WYDOT is responsible for administration and management of all BROS projects. The FY2026 statewide BROS budget was $3.5 million.

6.1.2 Legislative Special Appropriation

Every two years, the Wyoming Legislature sets the biennial budget during the Budget Session. Departments can request funding for projects outside the standard budget allocations. These special appropriations are then included in the State Budget and can be drawn down to complete the identified project.

6.2 Potential Local and Private Sources

In addition to the federal and state funding programs cited above, the City could also consider the following local and private sources of funding for parts of the project:

6.2.0 Development Mitigation/Impact Fees

A one-time charge imposed by local governments to mitigate the impact on local infrastructure caused by new development. Growth in the form of new homes and businesses requires expansion or enlargement of public facilities to maintain the same level and quality of public services for all residents of a community. Impact fees help fund expansion of public facilities necessary to accommodate new growth.

6.2.1 Land Contribution or Other Asset Sales

Revenues generated from the disposition of excess land owned by cities or local agencies, including right-of-way contributions. Right-of-way contributions are also possible. Disposition agreements should dedicate proceeds from sales to specific projects.

6.2.2 BNSF Support

As the Gurley overpass crosses the BNSF tracks, and the railroad will provide benefits to the reliability and safety of the railroad, BNSF could be approached to provide additional support for the construction costs.

6.2.3 Sales Tax

Gillette currently collects 1% sales tax to fund critical infrastructure, public safety and community support projects. Through a vote of the residents, this rate could be increased for a specific period of time to cover the cost of rehabilitating or constructing a new bridge. Ballot measures that tie tax increases to specific projects and include a sunset period have been successful in funding significant and critical infrastructure projects.

7 Closing

The Gurley Avenue Overpass has served as a vital transportation link for more than four decades, but it is now approaching the end of its expected service life. Past maintenance efforts have mitigated deterioration but cannot fully address the structural and geometric limitations inherent in the original design. This report has examined multiple alternatives—including continued deck repairs, full deck replacement and widening, and complete reconstruction—against criteria such as cost, service life, safety, constructability, and long-term resilience. Each option presents distinct advantages and limitations, balancing factors like initial investment, traffic impacts, and future maintenance needs. Moving forward, decision-makers should weigh these considerations alongside stakeholder priorities, funding availability, and regulatory requirements to determine the most appropriate course of action for ensuring safety, reliability, and community connectivity.

Appendix A Maintenance History

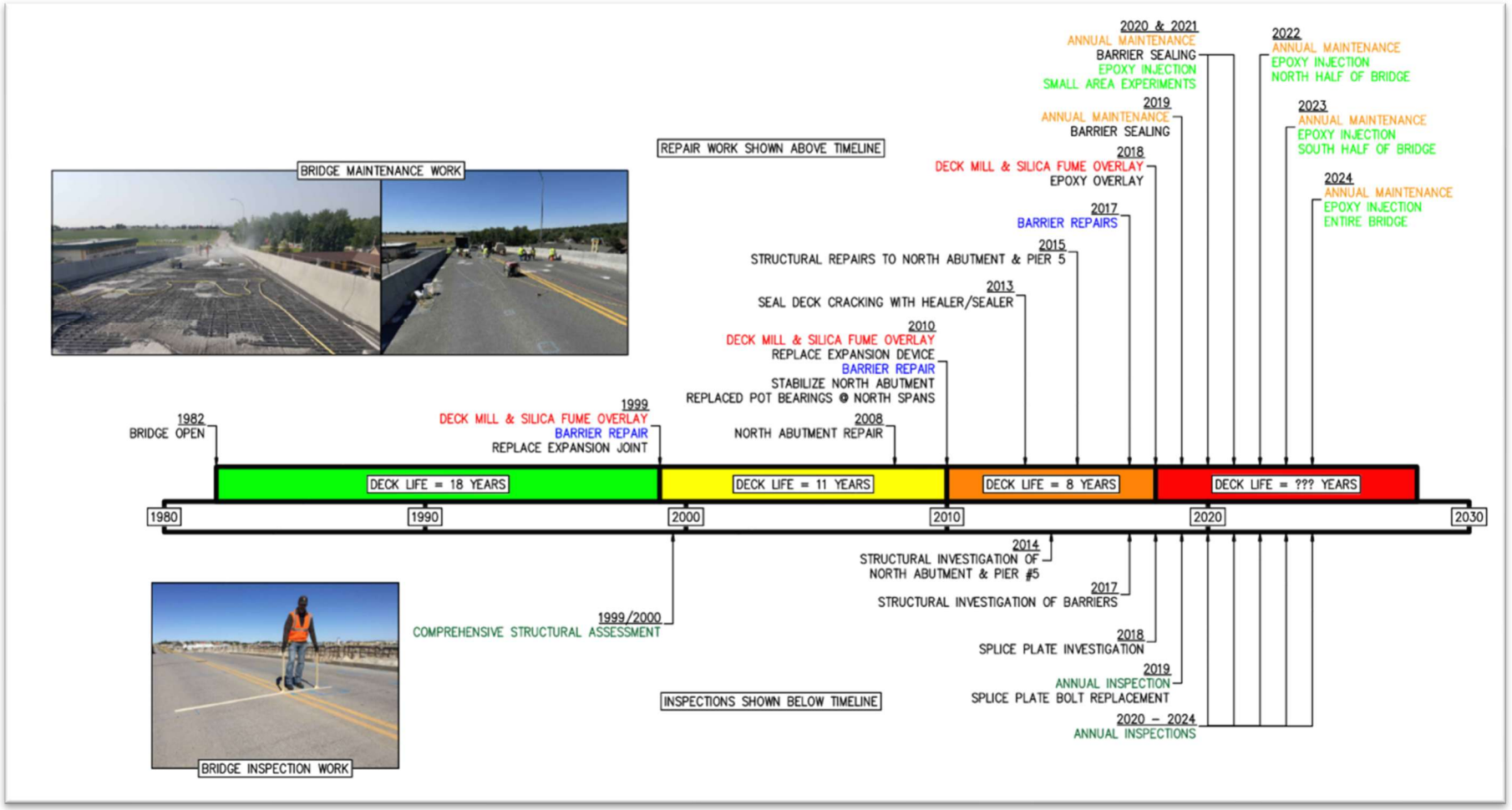


Figure courtesy of Structural Dynamics, Inc.

Appendix B Life Cycle Cost Data

1.0 Repair Existing 982ft Bridge Deck

		2028 Dollars	Year							
Deck Repairs Cost Table			**0**	**10**	**20**	**30**	**40**	**50**	**60**	**70**
Items	Unit	Price	Quantity							
Mill and Overlay**	SY	$ 60					1711	1711	1711	1711
Deck Repairs*	SY	$ 1,400						171.1		
Expansion Joint Replace	FT	$ 3,500		35				47		
Bearings- Clean and Reset	LS	$ 400,000						1		
Bearings - Repair/replace	LS	$ 400,000			1					
Initial Bridge Rehabilitation	LS	$ 6,000,000	1							
Replace (982') Deck	LS	$ 6,900,000		1						
Replace Bridge	LS	$ 27,000,000				1				
Replace (350') Bridge Deck	LS	$ 2,700,000								
		Total Cost	**$ 6,000,000**	**$ 7,022,500**	**$ 400,000**	**$ 27,000,000**	**$ 102,660**	**$ 906,700**	**$ 102,660**	**$ 102,660**

*Based on 2024 inspections
At Year 40, the new bridge is constructed and operation costs for that carry forward

Summary of Construction and Maintenance Activity	
Year 0	Repair deck
Year 10	Replace deck
Year 20	Typical ongoing maintenance
Year 30	Replace bridge (bridge age = 76)
Year 40	Typical ongoing maintenance
Year 50	Typical ongoing maintenance
Year 60	Typical ongoing maintenance
Year 70	Typical ongoing maintenance

2.0 Redeck Existing 982ft Bridge (Widening)

		2028 Dollars	Year							
Redeck and Repair Costs Table			**0**	**10**	**20**	**30**	**40**	**50**	**60**	**70**
Items	Unit	Price	Quantity							
Mill and Overlay**	SY	$ 60		3488	3488		1711	1711	1711	1711
Deck Repairs*	SY	$ 1,400			348.8			171.1		
Expansion Joint Replace	FT	$ 3,500			41			47		
Bearings- Clean and Reset	LS	$ 400,000						1		
Bearings - Replace	LS	$ 400,000			1					
Various Structure Repairs	LS	$ 12,000,000	1							
Replace (982') Deck	LS	$ 9,000,000	1							
Replace Bridge	LS	$ 27,000,000				1				
Replace (350') Bridge Deck	LS	$ 2,700,000								
		Total Cost	**$ 21,000,000**	**$ 209,280**	**$ 1,241,100**	**$ 27,000,000**	**$ 102,660**	**$ 906,700**	**$ 102,660**	**$ 102,660**

**accounts for a proposed asphalt overlay
*assuming 10% of deck area needs work, based on 2024 inspections plus benfit of new concrete deck mix designs
At Year 40, the new bridge is constructed and operation costs for that carry forward

Summary of Construction and Maintenance Activity	
Year 0	Replace deck
Year 10	Typical ongoing maintenance
Year 20	Typical ongoing maintenance
Year 30	Replace bridge (bridge age = 76)
Year 40	Typical ongoing maintenance
Year 50	Typical ongoing maintenance
Year 60	Typical ongoing maintenance
Year 70	Typical ongoing maintenance

3.0 New 350ft Bridge

		2028 Dollars	Year							
New Bridge Costs Table			**0**	**10**	**20**	**30**	**40**	**50**	**60**	**70**
Items	Unit	Price	Quantity							
Mill and Overlay**	SY	$ 60		1711	1711	1711	1711		1711	1711
Deck Repairs*	SY	$ 1,400			171.1					171
Expansion Joint Replace	FT	$ 600			96			96		
Bearings- Clean and Reset	LS	$ 20,000			1					1
Bearings - Replace	LS	$ 60,000						1		
Replace Bridge	LS	$ 27,000,000	1							
Replace (350') Bridge Deck	LS	$ 2,700,000						1		
		Total Cost	**$ 27,000,000**	**$ 102,660**	**$ 419,800**	**$ 102,660**	**$ 102,660**	**$ 2,817,600**	**$ 102,660**	**$ 362,200**

**accounts for a proposed asphalt overlay
*assuming 10% of deck area needs work, does not include concrete overlay

Summary of Construction and Maintenance Activity	
Year 0	Replace bridge
Year 10	Typical ongoing maintenance
Year 20	Typical ongoing maintenance
Year 30	Typical ongoing maintenance
Year 40	Typical ongoing maintenance
Year 50	Replace deck
Year 60	Typical ongoing maintenance
Year 70	Typical ongoing maintenance

Life Cycle Cost Analysis - Gurley Overpass Options

			2028	2038	2048	2058	2068	2078	2088	2098	
Year			0	10	20	30	40	50	60	70	
Primary Escalation Value	3.0%		1	1.344	1.806	2.427	3.262	4.384	5.892	7.918	Total Life Cycle
Sectondary Escalation Value	4.5%		1	1.553	2.412	3.745	5.816	9.033	14.027	21.784	Costs
		Cost per Unit									
Base Costs											
1	**Repair Existing Bridge Deck**		6,000,000	7,023,000	400,000	27,000,000	103,000	907,000	103,000	103,000	41,639,000
2	**Redecking Existing Bridge**		21,000,000	210,000	1,242,000	27,000,000	103,000	907,000	103,000	103,000	50,668,000
3	**New Bridge**		27,000,000	103,000	500,000	103,000	103,000	2,958,000	103,000	443,000	31,313,000
Primary Escalation											
1	**Repair Existing Bridge Deck**		6,000,000	9,438,000	723,000	65,537,000	335,000	3,975,000	605,000	813,000	87,426,000
2	**Redecking Existing Bridge**		21,000,000	282,000	2,242,000	65,537,000	335,000	3,975,000	605,000	813,000	94,789,000
3	**New Bridge**		27,000,000	138,000	903,000	250,000	335,000	12,966,000	605,000	3,502,000	45,699,000
Secondary Escalation											
1	**Repair Existing Bridge Deck**		6,000,000	10,906,000	965,000	101,124,000	598,000	8,190,000	1,441,000	2,237,000	131,461,000
2	**Redecking Existing Bridge**		21,000,000	326,000	2,994,000	101,124,000	598,000	8,190,000	1,441,000	2,237,000	137,910,000
3	**New Bridge**		27,000,000	160,000	1,206,000	385,000	598,000	26,715,000	1,441,000	9,633,000	67,138,000
Results											

Scenario	Base Cost (2028$)	3% Escaltion	4.5% Escalation
Repair Existing Bridge Deck	$41.6	$87.4	$131.5
Annualized costs	$0.6	$1.2	$1.9
Redecking Existing Bridge	$50.7	$94.8	$137.9
Annualized costs	$0.7	$1.4	$2.0
New Bridge	$31.3	$45.7	$67.1
Annualized costs	$0.4	$0.7	$1.0
Depr. Asset Value, Repair/Redeck		*$26.2*	*$40.4*

Appendix C Conceptual Bridge Typical Sections

Figure C1: Typical Section of Existing Gurley Avenue Overpass

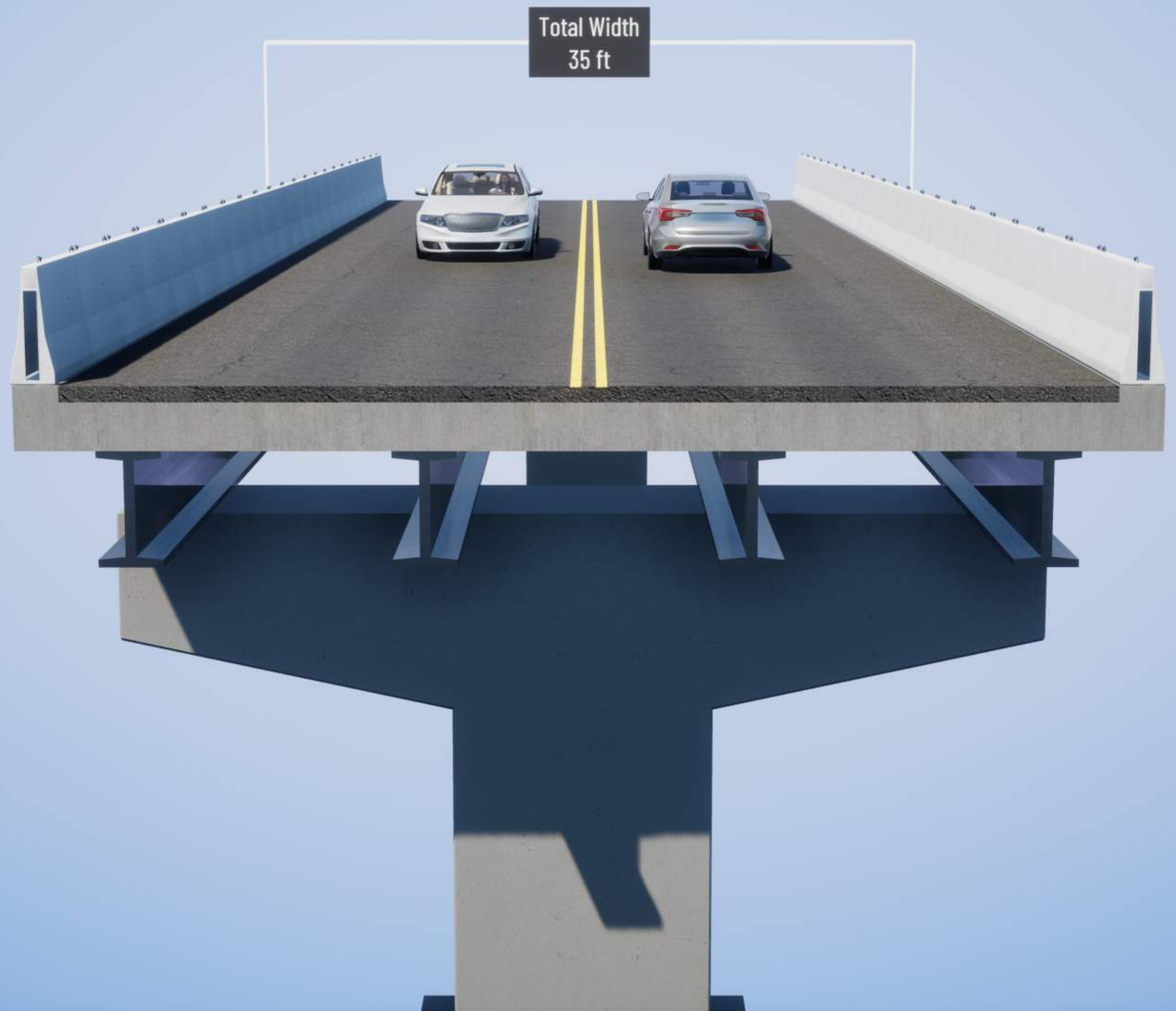


Figure C2 : Typical Section Showing Conceptual Widening of Gurley Avenue Overpass

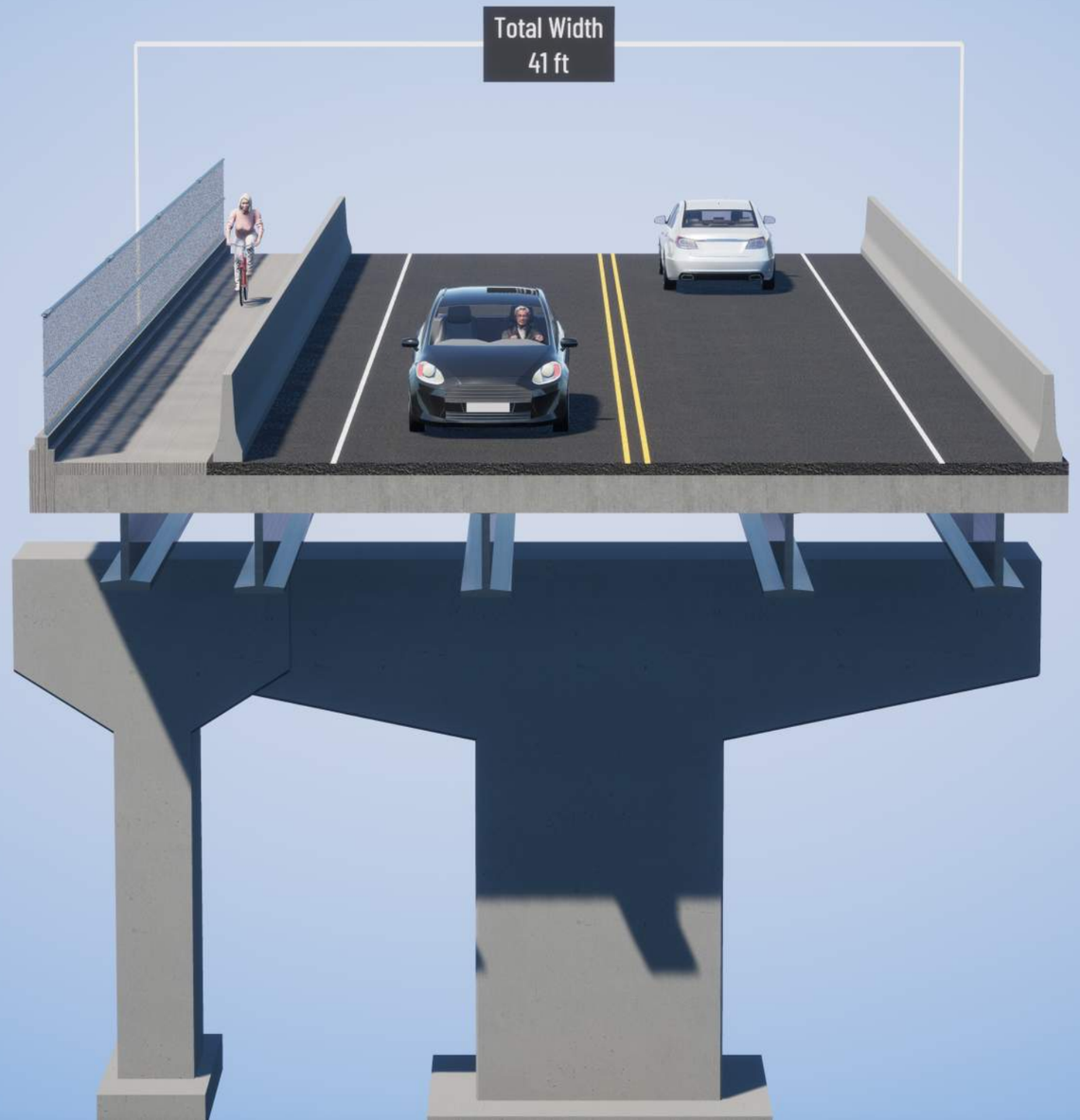
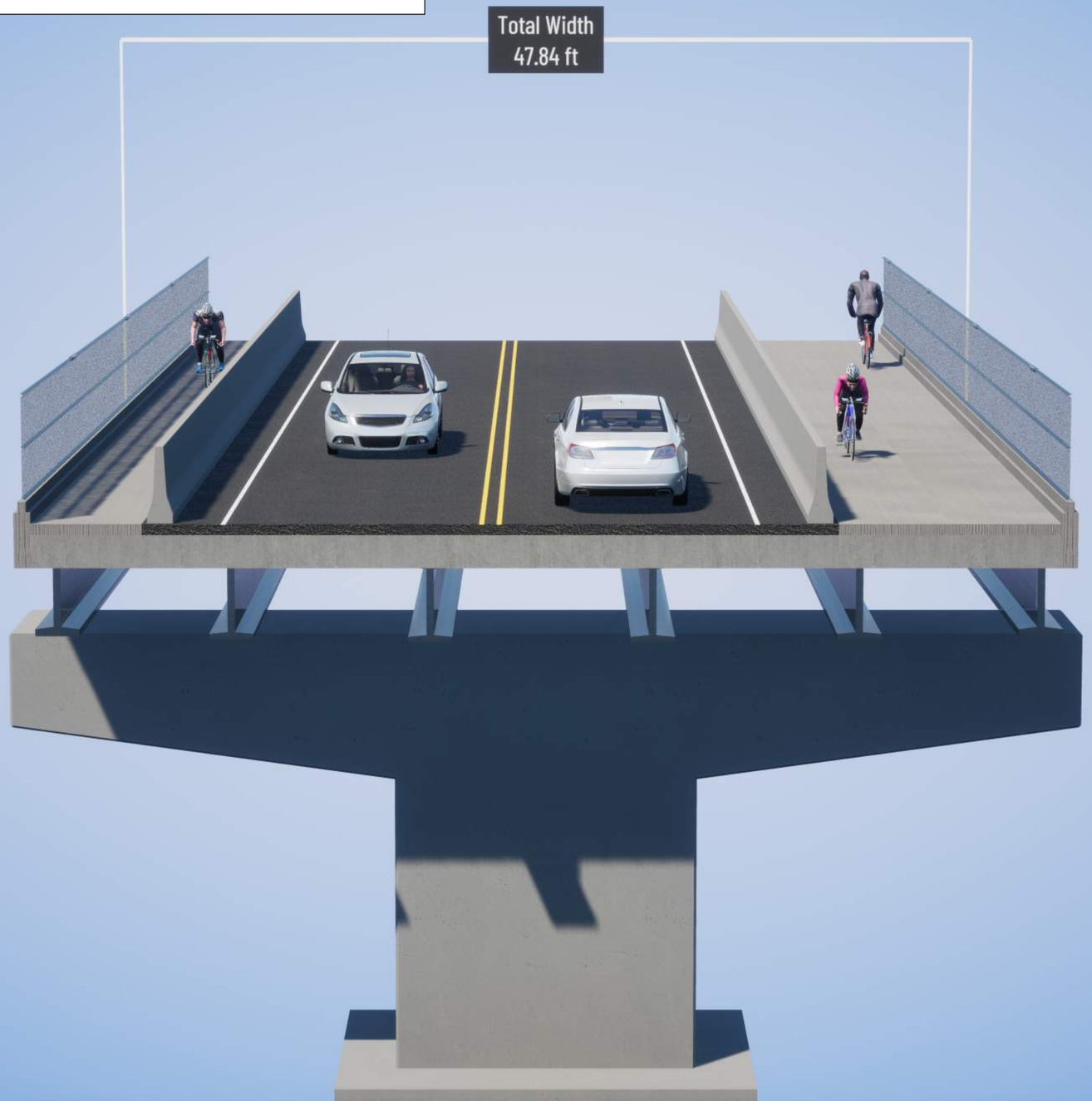


Figure C3 : Typical Section Showing Conceptual New Build of Gurley Avenue Overpass



CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration of a Professional Services Agreement for Design Services Associated with the Red Hills Tank Project with Morrison-Maierle, Inc. in the Amount of $282,000.00.

SUGGESTED ACTION:

I Move for Approval of a Professional Services Agreement for Design Services Associated with the Red Hills Tank Project with Morrison-Maierle, Inc. in the Amount of $282,000.00.

PROJECT NUMBER:

26EN14

CASE BACKGROUND:

This agreement is for the design and bidding services for the Red Hills tank project. The project includes replacing the existing 100,000 gallon steel water tank (Z4R1 tank) located within the Red Hills Subdivision and recommend any upgrades to pump stations as needed (see attached map).

WHY NEEDED: The existing Z4R1 tank (Red Hills tank) is in need of expansion to help further residential development in the area. The project will replace the existing 100,000 gallon tank with a larger tank, potenially up to 1 million gallons. Per the Gillette Water System Improvements Level II Study, completed in 2022, the Gillette Water System has a water storage shortfall of at least 6 MG. The Level II Study recommended 5 independent locations for the future proposed storage tank with one location being the Red Hills Subdivision site. After running the water model with a full build-out base scenario, the Red Hills tank site location was determined to be the preferred location with the greatest impact for the south western area of town. The design will also look at potential upgrades to the Gillette West Pump Station to help provide future development demands.

ANTICIPATED SCHEDULE: Design will begin right away with bidding anticipated to be during the winter of 2026/2027.

ANTICIPATED COSTS VS BUDGET: Funds for the design of this project have been allocated from the CAP Tax Fund in the amount of $300,000.00 in FY2026.

ACTUAL COST VS BUDGET:

Actual: $282,000.00; Allocated Design Budget: $300,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Project Area Map
Agreement

Red Hills Tank Project



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1. the replacement of the CD (if any) distributed by EJCDC, containing this document, provided such CD does not meet EJCDC's "Limited Warranty" and is returned to EJCDC's selling agent with a copy of your receipt, or

2. if EJCDC's selling agent is unable to deliver a replacement CD which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

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This License Agreement shall be governed by the laws of the State of Virginia. If you have any questions concerning this License Agreement, or any requests or inquiries regarding the EJCDC copyright, you may contact EJCDC by writing to:

EJCDC Copyright Administrator
c/o National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314
Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this License Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this License Agreement.

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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, D.C. 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER 1
1.01 Scope 1

ARTICLE 2 – OWNER'S RESPONSIBILITIES 1
2.01 General 1

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES 2
3.01 Commencement 2
3.02 Time for Completion 2

ARTICLE 4 – INVOICES AND PAYMENTS 2
4.01 Invoices 2
4.02 Payments 2

ARTICLE 5 – OPINIONS OF COST 3
5.01 Opinions of Probable Construction Cost 3
5.02 Reserved 3
5.03 Opinions of Total Project Costs 3

ARTICLE 6 – GENERAL CONSIDERATIONS 3
6.01 Standards of Performance 3
6.02 Design Without Construction Phase Services 5
6.03 Use of Documents 6
6.04 Electronic Transmittals 6
6.05 Insurance 7
6.06 Suspension and Termination 7
6.07 Controlling Law 9
6.08 Successors, Assigns, and Beneficiaries 9
6.09 Dispute Resolution 9
6.10 Environmental Condition of Site 10
6.11 Indemnification and Mutual Waiver 10
6.12 Records Retention 10
6.13 Miscellaneous Provisions 11

ARTICLE 7 – DEFINITIONS 12
7.01 Defined Terms 12

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS 16
8.01 Exhibits Included: 16
8.02 Total Agreement 16
8.03 Designated Representatives 16
8.04 Engineer's Certifications 16

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [January 6, 2026] ("Effective Date") between [The City of Gillette] ("Owner") and [Morrison-Maierle, Inc.] ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: [26EN14 – Red Hills Tank] ("Project").

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

Engineer's services under this Agreement are generally identified as follows: [Predesign Study (Tank Sizing and Type), Design, and Bidding]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

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

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

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

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

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

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the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

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accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and

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Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

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

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

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6.03 *Use of Documents*

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

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

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;; and (3) such limited license to Owner shall not create any rights in third parties.

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

E. All instruments and work products paid for by the Owner belong to the Owner. In the event of the Engineer being terminated, the Owner can use all products completed by the Engineer to complete the project design and/or construction. If the Owner uses Engineer's documents to complete the project after termination, the Engineer shall not be held liable for such use.

6.04 *Electronic Transmittals*

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

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

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

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systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

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

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

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

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

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

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

1. For cause,

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

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

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

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

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

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

D. *Payments Upon Termination:*

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

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6.07 *Controlling Law/Venue*

A. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that the Owner does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner, to the extent authorized by law, and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may exercise their rights at law.

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6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* The Engineer shall indemnify, defend, and hold harmless the Owner, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Engineer's failure to perform any of Engineer's duties and obligations hereunder or in connection with the negligent performance of Engineer's duties, obligations, or otherwise, including but not limited to any claims, lawsuits, losses, or liability arising out of Engineer's actions.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's

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performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. *Waiver:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

F. Governmental Immunity. The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

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

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ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

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resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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

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

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

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

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

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

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way

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and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

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

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

E. Exhibit E, Notice of Acceptability of Work.

F. Exhibit F, Not Used.

G. Exhibit G, Insurance.

H. Exhibit H, Not Used.

I. Exhibit I, Not Used.

J. Exhibit J, Special Provisions.

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

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

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

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

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

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

Owner: [City of Gillette, Wyoming]

By:
Print name: [Shay Lundvall]
Title: [Mayor]
Date Signed: [ ]
Attest:

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

Designated Representative (Paragraph 8.03.A):
[Alex Bresina]
Title: [Project Manager Technician]
Phone Number: [307-686-5265]
E-Mail Address: [alexb@gillettewy.gov]

Engineer: [Morrison-Maierle, Inc.]

By:
Print name: [Zane Green, PE]
Title: [Gillette Operations Manager]
Date Signed: [12/19/2025]

Engineer License or Firm's Certificate No. (if required):
[12927]
State of: [Wyoming]

Address for Engineer's receipt of notices:
[2200 Foothills Blvd., Suite A
Gillette, WY 82716]

Designated Representative (Paragraph 8.03.A):
[Zane Green, PE]
Title: [Gillette Operations Manager]
Phone Number: [307-687-1812]
E-Mail Address: [zgreen@m-m.net]

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This is **EXHIBIT A**, consisting of [18] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 6, 2026].

Engineer's Services

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

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [ ]

      1) Prepare the preparation of tank options:
         a) Review available data and site records
         b) Compare results of the previous studies to the Tank and Area needs
         c) Evaluate the pump station and pipe capacities for operation
         d) Conduct Topographic and Utility survey
         e) Establish Ownership Boundaries & Identify Easement Needs
         f) Engineer's Opinion of Probable Cost for each option

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify up to [3] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated. Due to the proximity of existing infrastructure, it is not anticipated multiple valid routes are available for examination for the 3 connection points.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

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3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

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13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables: [electronic versions of the study results and recommendations]

15. Furnish [1 electronic] review copies of the Report and any other Study and Report Phase deliverables to Owner within [60] days of the Effective Date and review it with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [1 electronic] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [21] days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized,

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then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: [ ]

    a. Provide Geotechnical Services

        1) Geotechnical investigations of the project will be completed under the guidance of the Engineer to include preliminary proctors, subsurface drill holes, groundwater documentation, bearing pressure calculations for thrust blocks, and other documentation required for subsurface waterline design and construction.

    b. Provide a 50% level Project Manual & Plan Set. This includes:

        1) Final Tank Location
        2) Final Control Building Locations
        3) Preliminary Connection Details
        4) Geotechnical Investigation
        5) Recommended Easements

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6) Evaluation of Necessary Permits
7) 50% Engineer's Estimate of Construction Costs

10. Furnish [1 electronic] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [60] days of authorization to proceed with this phase, and review them with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [1 electronic] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [14] days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall

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supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: [ ]

    a. Provide a 90% level Project Manual & Plan Set. This includes:

        1) Final Tank Site.
        2) Fill in Delegated Design Documents for Tank
        3) Final Control Building Locations
        4) Final Connection Details
        5) Geotechnical Investigation Results
        6) Final Easements
        7) Necessary Permits
        8) 90% Engineer's Estimate of Construction Costs

10. Furnish for review by Owner, its legal counsel, and other advisors, [1 electronic] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [14] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [21] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [1 electronic] final copies of such documents to Owner within [14] days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

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proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-

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related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [ ]

    a. Manage the Bidding Process including:

        1) Furnish five (5) hard copies and an electronic copy of Bidding Documents
        2) Run Pre-Bid Meeting
        3) Answer Bidders' Questions
        4) Issue any necessary addenda
        5) Attend Bid Opening
        6) Review and Recommend Bids for Recommendation of Award

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

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

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

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

3. *Reserved.*

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

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

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

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

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

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

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

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judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

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

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

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

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs),

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or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

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

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

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

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

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

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

19. *Inspections and Tests:*

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

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Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b. Engineer shall provide Quality Insurance testing as needed. This shall be performed by a third-party testing agency under separate Contract with Engineer.

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

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

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

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

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

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of

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the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Construction Staking and Control:* Provide Construction Control Surveying to the Contractor. No construction staking will be performed by the Engineer unless under a separate contract to the Contractor.

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

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

25. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [ ]

    a. Full-time inspection is not required for construction items that can be verified by visual inspection later in the project. All items that will be enclosed, hidden, or are located underground require full-time inspection by the Engineer's RPR at the time they are being constructed.

    b. Provide Closeout Documents:

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1) Any Permit Certificates of Substantial Completion
2) Four (4) Hard Copies of Record Drawings
3) One (1) Electronic Copy of Record Drawings (in PDF & DWG formats)
4) Closeout Report

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

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

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

C1.02 *Post-Construction Phase*

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

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

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

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~~3. Perform or provide the following other Post-Construction Phase tasks or deliverables: [_____]~~

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

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

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b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

c. preparation of appraisals;

d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Reserved.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Reserved.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Reserved.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

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29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 6, 2026].

Owner's Responsibilities

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

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

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

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

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

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

1. Property descriptions.

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

3. Utility and topographic mapping and surveys.

4. Reserved.

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

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

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

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

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

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

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

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

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

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approvals, and consents from others as may be necessary for completion of each phase of the Project.

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

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

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

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

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

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

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

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

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

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

T. Perform or provide the following: [ ]

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This is **EXHIBIT C**, consisting of [6] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 6, 2026].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $[282,000.00] based on the following estimated distribution of compensation:

a.	Study and Report Phase	$[35,000.00]
b.	Preliminary Design Phase	$[85,000.00]
c.	Final Design Phase	$[152,000.00]
d.	Bidding or Negotiating Phase	$[5,000.00]
e.	Construction Phase	$[5,000.00]
f.	Post-Construction Phase	$[0.00]

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

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the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

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

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.0].

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.0].

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

C. *Estimated Compensation Amounts:*

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

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

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This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 6, 2026].

Reimbursable Expenses Schedule

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

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Morrison Maierle
engineers • surveyors • planners • scientists

Standard Billing Rate Schedule
Rates Effective Through
December 31, 2025

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups	$1.100/mile
highway miles – Medium SUV	$.838/mile
highway miles - Small SUV	$.710/mile
highway miles - Sedan	$.704/mile
on-site mileage	$ .704/mile plus $5.00/hour
Private Vehicle	$.700/mile
ATV	$50.00/day
UTV	$100.00/day
Survey-Grade GNSS (1 Receiver)	$120.00/day
Survey-Grade GNSS (2 Receivers)	$30.00/hour, $240.00/day
Resource-Grade (GIS) GNSS Receivers	$65.00/day
Hovermap LiDAR Scanner	$50.00/hour, $400.00/day
Robotic Total Station	$30.00/hour, $240.00/day
Total Station	$80.00/day
Trimble SX10 Scanning Total Station	$40.00/hour, $300.00/day
Trimble SX12 Scanning Total Station	$40.00/hour, $300.00/day
FARO Focus 3D Laser Scanner	$50.00/hour, $400.00/day
Hydrolite – TM Echosounder Kit	$100.00/day
Raft-Hydro-Bathy Surveys	$100.00/day
sUAS Survey Drone	$50.00/hour, $400.00/day
Nuclear Density Meter	$15.00/hour, $50.00/day, $200.00/week
Airflow Balancing Hood	$75.00/day
Core Drill	$10.00/hole
Digital Level	$50.00/day
Hammer Drill	$30.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	$15.00/day
Disposable Bailers	$10.00/each
Dissolved Oxygen Meter	$20.00/day
PH Meter	$15.00/day
PH/Temp/Conductivity Meter	$25.00/day
Water Sample Fee	$10.00/each
In Situ Level Troll 700	$63.00/day, $250.00/week
AquaCalc Pro	$60.00/day, $120.00/week
Marsh McBirney 2000 Flowmeter	$60.00/day, $120.00/week
Global Water FP 111 Flowmeter	$25.00/day, $75.00/week
Submersible Pump (Redi Flo 2)	$155.00/day
Water Level Meter, 300 Ft.	$25.00/day, $50.00/week
Water Level Meter, 500 Ft.	$35.00/day, $75.00/week
Oil/Water Interface Well Probe	$40.00/day, $120.00/week
Hach Flo-Dar (logger & sensor)	$400.00/week, $1,000.00/month
Rain Gauge Sensor	$15.00/week, $60.00/month
PRINTING EXPENSES	
Black & White Copies	$.10/8.5X11, $.13/8.5x14, $.20/11x17
Color Copies	$.20/8.5X11, $.20/8.5x14, $.40/11x17
Binding	$.25/each
Lamination	$1.00/each
Oversize Print Black & White	$5.00/each
Oversize Print Color	$6.00/each
Print & Basic Mount	$12.00/each
Print & Machine Mount	$20.00/each
Print, Machine & Laminate White Board	$32.00/each
MISCELLANEOUS EXPENSE	
Lodging	Current Rates
Meals	$63.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liabity insurance is included in the hourly rates of personnel.

This is **Appendix 2 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 6, 2026].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

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

B. *Schedule:*

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

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Standard Rate Schedule

Effective Through
December 31, 2025

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer V	$305.00	$305.00
	Supervising Engineer IV	$297.00	$297.00
	Supervising Engineer III	$267.00	$267.00
	Supervising Engineer II	$257.00	$257.00
	Supervising Engineer I	$242.00	$242.00
	Senior Engineer II	$225.00	$225.00
	Senior Engineer I	$203.00	$203.00
	Design Engineer II	$194.00	$194.00
	Design Engineer I	$174.00	$174.00
	Engineer Intern II	$143.00	$143.00
	Engineer Intern I	$128.00	$128.00
Planner	Supervising Senior Planner	$236.00	$236.00
	Senior Planner	$208.00	$208.00
	Planner III	$159.00	$159.00
	Planner II	$145.00	$145.00
	Planner I	$127.00	$127.00
Scientist	Environmental Scientist III	$193.00	$193.00
	Environmental Scientist II	$146.00	$146.00
	Environmental Scientist I	$126.00	$126.00
	Supervising Geologist	$278.00	$278.00
	Senior Geologist	$233.00	$233.00
	Geologist III	$208.00	$208.00
	Geologist II	$169.00	$169.00
	Geologist I	$144.00	$144.00
Designer and Technician	Senior ICT Designer	$250.00	$250.00
	Senior Distribution Designer	$250.00	$250.00
	CAD Designer III	$175.00	$175.00
	CAD Designer II	$149.00	$149.00
	CAD Designer I	$136.00	$203.00
	CAD Tech III	$133.00	$199.00
	CAD Tech II	$115.00	$173.00
	CAD Tech I	$102.00	$153.00
	Senior Engineering Designer	$190.00	$190.00
	Engineering Designer	$130.00	$130.00
Resident Project Representative	Senior Resident Project Representative	$192.00	$192.00
	Resident Project Representative IV	$185.00	$185.00
	Resident Project Representative III	$173.00	$173.00
	Resident Project Representative II	$146.00	$218.00
	Resident Project Representative I	$131.00	$197.00
Administrative	Administrative Manager	$132.00	$132.00
	Administrative Coordinator III	$122.00	$122.00
	Administrative Coordinator II	$116.00	$173.00
	Administrative Coordinator I	$94.00	$140.00
	Grant Manager	$125.00	$125.00
	Graphic Designer	$125.00	$125.00
	Project Coordinator III	$118.00	$118.00
	Project Coordinator II	$106.00	$159.00
	Project Coordinator I	$96.00	$144.00
	Technical Intern	$88.00	$133.00
Survey	Survey Group Leader	$238.00	$238.00
	Survey Group Office Leader II	$180.00	$180.00
	Survey Group Office Leader I	$171.00	$171.00
	Land Surveyor IV	$177.00	$177.00
	Land Surveyor III	$168.00	$168.00
	Land Surveyor II	$148.00	$148.00
	Land Surveyor I	$121.00	$121.00
	Survey Technician IV	$116.00	$174.00
	Survey Technician III	$112.00	$168.00
	Survey Technician II	$109.00	$163.50
	Survey Technician I	$98.00	$147.00
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 6, 2026].

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

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3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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

5. *Liaison:*

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

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

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

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

7. *Shop Drawings and Samples:*

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

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

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

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

9. *Review of Work; Defective Work:*

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

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

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

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

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

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

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

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

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

11. *Records*:

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

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

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

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

e. Maintain records for use in preparing Project documentation.

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

12. *Reports:*

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

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

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

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

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

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

15. *Completion*:

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

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

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

D. Resident Project Representative shall not:

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

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

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

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

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

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

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

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

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This is **EXHIBIT E**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 6, 2026].

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EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

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2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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

Reserved

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This is **EXHIBIT G**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 6, 2026].

Insurance

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

G6.05 *Insurance*

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

1. By Engineer:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability --	
	1) Bodily injury, each accident:	$1,000,000
	2) Bodily injury by disease, each employee:	$1,000,000
	3) Bodily injury/disease, aggregate:	$2,000,000
c.	General Liability --	
	1) Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2) General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability --	
	1) Per Occurrence:	$9,000,000
	2) General Aggregate:	$9,000,000
e.	Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
f.	Professional Liability (Errors Omissions) –	
	1) Each Claim Made	$2,000,000
	2) Annual Aggregate	$4,000,000

$[ ]

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

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

Reserved

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Reserved

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

Special Provisions

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

None.

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This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 6, 2026].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Gillette

Engineer: Morrison-Maierle, Inc.

Project: 26EN14 – Red Hills Tank

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

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Agreement Summary:

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

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

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

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

OWNER:	ENGINEER:
City of Gillette	Morrison-Maierle, Inc.
By:	By:
Print name:	Print name:
Title:	Title:
Date Signed:	Date Signed:

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CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration of a Bid Award for the Sutherland Subdivision Resurfacing Project to Croell, Inc. in the amount of $1,531,960.85 (1% Project).

SUGGESTED ACTION:

I move for the Approval of a Bid Award for the Sutherland Subdivision Resurfacing Project to Croell, Inc. in the amount of $1,531,960.85 (1% Project).

PROJECT NUMBER:

25EN20

CASE BACKGROUND:

BACKGROUND: The Sutherland Resurfacing project is related to the rehabilitation of selected asphalt streets in the Sutherland Subdivision.

WHY NEEDED: These streets were identified for improvement through the city's PAVER pavement management system, which evaluates pavement condition using recent inspections and assigns a Pavement Condition Index (PCI) to each block of surfacing. Based on these ratings, a mill and overlay treatment was selected as the most appropriate solution.

The mill and overlay process involves removing a portion of the existing asphalt by milling the asphalt and placing a new asphalt surface on top of the existing surfacing. This method is appropriate where surface cracking and wear are present, but the underlying pavement structure remains sound. Additionally, ice buildup has been a recurring issue along Almon Drive. To address this, additional storm drain inlets are included as Bid Alternate No. 1. These inlets would improve drainage of melting snow and reduce ice buildup along this flat section of roadway.

The project will restore a smooth driving surface, improves drainage and safety, extends pavement life by up to 15 years, and is more cost-effective than full reconstruction. The completion of two water main valve replacement projects in 2024 and 2025 has already extended the service life of the water

mains in this area significantly and, therefore, a resurfacing project to rehabilitate the roadway is appropriate and cost efficient.

ANTICIPATED SCHEDULE: The project is anticipated to begin construction in late spring 2026 and to be completed no later than October 31, 2026. Certain areas within Sutherland Subdivision, particularly along Harder Drive, must be completed during the summer months to reduce the impact to Paintbrush Elementary and Sage Valley Junior High traffic.

BIDS RECIEVED: Two regular and responsive bids were received at 2:30 p.m. on December 18, 2025, for the referenced project. The results are summarized in the following table.

Contractor	Base Bid	Bid Alt #1 (Storm Sewer Improvements)	Total Bid
Croell, Inc.	**$1,294,083.35**	**$237,877.50**	**$1,531,960.85**
Simon Contractors	$1,398,567.80	$214,582.50	$1,613,150.30
Engineer's Estimate (WWC Engineering)	*$1,459,586.97*	*$315,513.88*	*$1,775,082.85*

BUDGET: This project is fully funded with allocated monies in the amount of $1,900,000.00 from the Optional 1% Sales Tax Fund.

ACTUAL COST VS BUDGET:

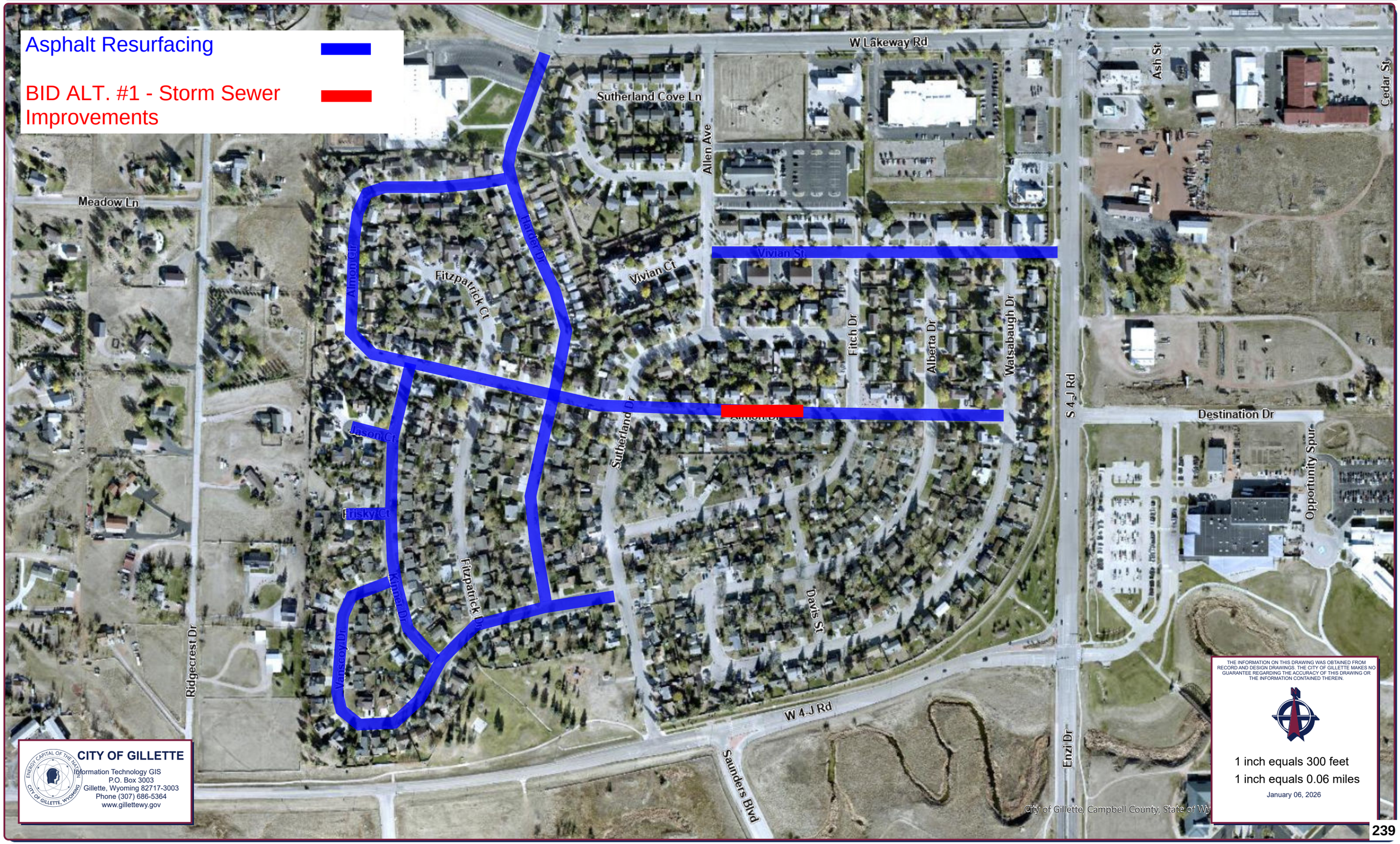
Estimated: $1,531,960.85; Budget: $1,900,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Reference Map

25EN20-Sutherland Subdivision Resurfacing



CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration to Authorize the purchase of a used 2024 Ford Expedition Max from Ken Garff Ford, Cheyenne, Wyoming, in the amount of $56,855.00 for the replacement of Unit 59 for the Police Department.

SUGGESTED ACTION:

I move to approve the purchase of a used 2024 Ford Expedition Max from Ken Garff Ford, Cheyenne, Wyoming, in the amount of $56,855.00 for the replacement of Unit 59 for the Police Department.

CASE BACKGROUND:

This vehicle will serve as a replacement of Unit 59 that was involved in an incident on January 5, 2026.

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:
Ken Garff Invoice

Date: 01/14/2026 CUST# 1672379 **VEHICLE BUYER'S ORDER**

Buyer Name and Address	Co-Buyer Name and Address	Seller/Dealer Name and Address
CITY OF GILLETTE County: N/A Email: ADAMB@GILLETTEWY.GOV Phone: (307) 686-5302 Cell: (307) 686-5321	N/A County: N/A Email: N/A Phone: N/A Cell: N/A	KEN GARFF FORD CHEYENNE 2200 WESTLAND RD CHEYENNE, WY 82001 Salesperson: BRANDON BROOKS Deal Number: 1028700

Agreement to Purchase. Buyer and Co-Buyer agree to buy the vehicle described below ("Vehicle") from Seller/Dealer. By signing this Buyer's Order ("Agreement"), you choose to buy the Vehicle for the amount and on the terms on all pages of this Agreement. "Buyer", "your" and "you" refer to the above Buyer and Co-Buyer, separately and together. "Seller/Dealer," "we," "us," and "our" refer to the above Seller/Dealer. In this Agreement, (e) means an estimate.

VEHICLE DESCRIPTION

Year	Make	Model	Mileage	Vehicle Identification Number
2024	FORD	EXPEDITION MAX	36262	1FMJK2A86REA38553
New/Used/Demo/Other		**Color**	**Body**	**Stock Number**
USED		WHITE	SPORT UTILITY	REA38553W

Insurance Information. You have arranged the following insurance on the Vehicle:

Insurance Company _____ Policy Number _____

TRADE-IN VEHICLE 1

YR.	MAKE	MODEL	BODY STYLE
N/A	N/A	N/A	N/A

COLOR	TRIM	MILEAGE
N/A	N/A	N/A

VIN	TRADE-IN ALLOWANCE
N/A	$ N/A

TITLE NO.	PLATE NO.	EXP. DATE
N/A	N/A	N/A

OWNER	ACCT. NO.
N/A	N/A

LIENHOLDER	PHONE
N/A	N/A

ADDRESS	SPOKE WITH
N/A	N/A

PAYOFF AMOUNT	GOOD THROUGH	VERIFIED BY
$ N/A (e)	N/A	N/A

TRADE-IN VEHICLE 2

YR.	MAKE	MODEL	BODY STYLE
N/A	N/A	N/A	N/A

COLOR	TRIM	MILEAGE
N/A	N/A	N/A

VIN	TRADE-IN ALLOWANCE
N/A	$ N/A

TITLE NO.	PLATE NO.	EXP. DATE
N/A	N/A	N/A

OWNER	ACCT. NO.
N/A	N/A

LIENHOLDER	PHONE
N/A	N/A

ADDRESS	SPOKE WITH
N/A	N/A

PAYOFF AMOUNT	GOOD THROUGH	VERIFIED BY
$ N/A (e)	N/A	N/A

Warranty Information

☐ **Vehicle Manufacturer Warranty.** The Vehicle is subject to an express warranty made by the Manufacturer. It is a standard written manufacturer's warranty and made by the Manufacturer and not by the Seller/Dealer. By signing this Agreement, each Buyer acknowledges receiving a copy of it.

☐ **Seller/Dealer Warranty.** The Vehicle is subject to an express written warranty made by the Seller/Dealer. By signing this Agreement, each Buyer acknowledges receiving a copy of it. The Seller/Dealer is responsible to fulfill any separate written warranty made by Seller/Dealer on its own behalf. If the Manufacturer or another supplier provides a warranty, they are responsible for satisfying its terms, NOT the Seller/Dealer.

Unless Seller/Dealer makes a written warranty noted in this Agreement or enters into a service contract within 90 days from the date of this Agreement, the Vehicle is sold "AS IS". An "AS-IS" sale means the Vehicle is sold – **WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED AND BUYER IS SOLELY RESPONSIBLE FOR COST OF ANY REPAIRS TO THE VEHICLE.** In addition, Seller/Dealer expressly disclaims any implied warranties of merchantability and fitness for a particular purpose. Any liability of the Seller/Dealer with respect to defects or malfunctions of this Vehicle including, without limitation, those which pertain to performance or safety, whether by way of "strict liability," based upon the Seller/Dealer's negligence, or otherwise, is expressly excluded and Buyer assumes any risks. This provision does not affect any warranties covering the Vehicle that the Vehicle manufacturer may provide above.

ITEMIZATION OF SALE

Price of Vehicle (including Freight, Handling & Delivery)	$ 56,056.00
ADDITIONAL ITEMS	
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
TAXES	
Sales Tax	N/A
Other Tax (Describe)	N/A
N/A	N/A
N/A	N/A
N/A	N/A
TITLE, LICENSE & OTHER FEES	
Title Fee	N/A
Registration Fee	N/A
*Electronic Filing Fee	N/A
*Documentary Fee	799.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
SUBTOTAL	$ 56,855.00
Trade-in Vehicle 1 Allowance	N/A
Trade-in Vehicle 2 Allowance	N/A
Trade-in Vehicles 1 and 2 Payoff Balance (e)	N/A
NET TRADE-IN (If negative, enter $0 here and enter amount on Trade-in Balance Owing line.)	N/A
Cash Deposit	
Additional Cash Down Payment on Delivery	0.00
Manufacturer's Rebate	N/A
Deferred Down Payment	N/A

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By initialing below, you represent that you have thoroughly inspected the Vehicle and approve and accept it. You had an opportunity to have the Vehicle inspected by a third party of your choice and at your expense. You are purchasing the Vehicle based on your inspection. You are not relying on any opinion, statement, or promise of the Seller/Dealer or its employees that is not contained in the written agreements you are signing today.

Buyer's Initials _____ **Co-Buyer's Initials** N/A

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Other Credit (Describe)	N/A
Other Credit (Describe)	N/A
Other Credit (Describe)	N/A
Other Credit (Describe)	N/A
TOTAL CREDITS	$ 0.00
Trade-in Balance Owing	0
TOTAL BALANCE DUE	$ 56,855.00

We may retain or receive a portion of any amounts paid to others.
*This fee is not a government fee.

HOW THE BALANCE DUE WILL BE PAID:
☐ RETAIL INSTALLMENT SALES CONTRACT
☐ OTHER N/A

AGREEMENT TO ARBITRATE

This Agreement includes an Arbitration Provision that affects your rights. It provides that you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. By signing this Agreement to Arbitrate section, you confirm that you read, understand and agree to this Agreement's Arbitration Provision. (See page 4 for all the terms and conditions of the Arbitration Provision).

Buyer Signs X _____ Co-Buyer Signs X N/A

HOW THIS AGREEMENT CAN BE CHANGED. This Agreement contains all the terms and conditions between you and us relating to this Agreement. Any change to this Agreement must be in writing and we must sign it. No oral changes are binding.

Buyer Signs X _____ Co-Buyer Signs X N/A

This Agreement is not effective until it is signed by both you and us. Until it becomes effective, the terms of this Agreement are not binding and you may cancel it and get back any deposit.

By signing below, you represent that: (1) you are at least 18 years old, (2) you read all pages of this Agreement, (3) the Agreement is completely filled in and you agree to all of its terms, and (4) you received a completed copy of this Agreement.

BUYER SIGNS X _____ **DATE** 01/14/2026

CO-BUYER SIGNS X N/A **DATE** N/A

SELLER/DEALER
(Must be signed by an authorized representative of the Seller/Dealer)

X By: _____ Title: F&I MANAGER **DATE** 01/14/2026
Print Name:

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CONSULT YOUR OWN LEGAL COUNSEL.

Additional Terms and Conditions

Definitions. The following definitions apply to this Agreement:

- "Manufacturer" means the entity that manufactured the Vehicle or its distributor. We are NOT an agent of the Manufacturer. The Manufacturer is NOT a party to this Agreement. References to Manufacturer are used to help describe the contractual relationship between the Manufacturer and us or to refer to warranties that might be separately provided to you directly by the Manufacturer.
- "Retail Installment Sale Contract" refers to a separate agreement with Seller/Dealer, if any, that you sign agreeing to pay for the Vehicle purchase over time.
- "Trade-In Vehicle" refers to each used vehicle you are selling to us as part of a down payment to purchase the Vehicle. If you are selling us more than one used vehicle, "Trade-In Vehicle" refers to each vehicle separately and together. Each Trade-In Vehicle is identified on page 1 of this Agreement.

Manufacturer – New Vehicle Pricing, Design and Availability. The Manufacturer may change the price, design or features of its new vehicles without notice to us. If this occurs before we deliver the Vehicle to you, we may change the price of the Vehicle, design and features. If we do, you may cancel this Agreement. If canceled for this reason, we will refund to you any amounts you have paid to us. We will also return any Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the Trade-In Vehicle, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.

If the Manufacturer changes its new vehicle designs, parts, accessories, or other features, we are not obligated to make the same or similar changes to the Vehicle either prior to or after delivery to you. Unless otherwise required by law, we are not obligated to notify you of any Manufacturer's future new vehicle design or feature changes.

Vehicle Delivery Delays. Preparing and delivering the Vehicle may involve a number of activities and third parties. We are not liable if delivery is delayed or fails when the cause is in any way outside our control or is without our fault or negligence.

Trade-In Vehicle. You will transfer title to the Trade-In Vehicle to us free and clear of all liens except those noted in this Agreement. You agree to provide us with evidence of title as we may require. You make the following representations about the Trade-In Vehicle: (a) you are the sole, lawful owner with all rights and authority needed to transfer ownership; (b) there are no liens or encumbrances except those noted in this Agreement; (c) it has never been titled under any state or federal "brand" such as "defective," "salvage," "flood," etc.; (d) its actual mileage is as provided in this Agreement; and (e) it contains all emission control equipment required which is all in working order, unless otherwise indicated in this Agreement. You authorize us to rely on these representations. If any of these representations are not true, we may elect to cancel this transaction. You will be responsible to pay for all damages resulting from your misrepresentations, including costs to recondition, legal fees, court and collection costs.

You give us permission to contact the lienholder(s) for payoff information. We are relying on information from you and/or the lienholder or lessor of each Trade-In Vehicle to arrive at the trade-in payoff amount(s). You understand that each payoff amount quoted is an estimate. We agree to pay the provided payoff amount to each Trade-In Vehicle lienholder, lessor, or its designee. If the actual payoff amount is more than the amount provided in this Agreement, you agree to pay us on demand the additional amount owing. If the actual payoff amount is less than the amount provided in this Agreement, we will refund to you any overpayment we receive from the lienholder, lessor, or its designee.

Trade-In Allowance. The trade-in allowance provided in this Agreement is based on our appraisal of the Trade-In Vehicle when this Agreement is signed. We may reappraise it if you deliver it to us at a later date. The reappraised value will become the trade-in allowance. If the reappraised value is less than the trade-in allowance in this Agreement, you will immediately pay us the difference. Instead, you may cancel this Agreement if you have not already taken delivery of the Vehicle.

Refusal or Failure to Accept Delivery and Other Non-Performance. If you refuse or fail to accept delivery of the Vehicle or otherwise do not perform under this Agreement, you will be liable for the damages it causes us. These damages may include our losses, expenses, and reasonable attorneys' fees. To pay these damages, we may keep any cash deposit up to the amount owed, unless prohibited by law. You agree to pay us any amount owed in excess of the cash deposit that we keep. You will be liable for these amounts except to the extent that they are limited or prohibited by law.

This section does not apply if you cancel this Agreement as allowed in the Trade-In Allowance or Manufacturer – New Vehicle Pricing, Design and Availability sections. This section also does not apply if we cancel this Agreement because you are not able to obtain financing in the time allowed in the Balance Due and Payment section.

Taxes. Unless prohibited, you agree to pay all taxes assessed on the transaction in this Agreement. For example, taxes may include sales, use, ad valorem, or other federal, state or local taxes. It does not include any taxes required to be paid only by us.

Balance Due and Payment. By signing this Agreement, you agree to purchase the Vehicle. If there is a Total Balance Due, you must pay that amount in cash or obtain financing for it.

If the actual amount of title, registration and license fees is more than the amount charged in the Itemization of Sale, you agree to pay us the difference. If the actual amount is less than the amount charged in the Itemization of Sale, we will refund the overpayment to you.

If you finance the Total Balance Due, you may do so through any finance source you choose. By signing this Agreement, we are NOT agreeing to finance your purchase of the Vehicle. Your promise to purchase the Vehicle applies even if you are not able to obtain financing, or are not able to obtain the terms you wanted or expected. If you finance the Total Balance Due through a third party, we may cancel this Agreement if you do not obtain the financing within two business days. If you choose to finance your Vehicle purchase in a retail installment sale with us, you authorize us to assist in submitting your credit application to third parties for financing. If the transaction meets its requirements, a third party may agree to take assignment of a Retail Installment Sale Contract between you and us.

You understand that financing terms may vary from one source to another. You may be able to get more favorable financing terms with another finance source than through us.

Returned or Dishonored Payments. We may declare this Agreement null and void and retake the Vehicle if your deposit, down payment, balance due or other payment is returned or dishonored. If you make any payment under this Agreement that is returned or dishonored, you agree to pay a fee of $30 following written demand.

BUYER TO PURCHASE VEHICLE INSURANCE. This Agreement does NOT include any state-required Vehicle insurance coverage. You must buy such insurance at your expense in the amounts and coverages required. You represent that you have or will buy required insurance before the Vehicle is delivered to you.

This Agreement does not include property insurance. A creditor may require it if you finance the Vehicle purchase. You must buy such insurance at your expense in the amounts and coverages required.

You agree to provide us with your insurance information if we request it. You represent that the insurance information you provide us is current and accurate.

Accessories and Additional Equipment. If the Vehicle includes accessories or equipment that are not listed on the Manufacturer's window sticker, they may not have been made or approved by the Manufacturer. Such items will not be covered by the Manufacturer's express limited warranty on the Vehicle (if any).

Servicing and Collection Contacts. In consideration of our sale of the Vehicle to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, or other electronic messaging/communication applications, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information. Except as required by law, any change to the agreements in this paragraph must be in writing and we must sign it.

Rebates, Incentives, and Discounts. We are not required to find or disclose all available rebates, incentives or discounts for which you might be eligible. If conditions apply to a rebate, incentive or discount, you must provide us with all necessary documentation to verify your eligibility. By this Agreement, all rebates, incentives, discounts and other similar payments are assigned to us.

Applicable Law. Federal law and the law of the State of Wyoming apply to this Agreement.

General Terms. If any part of this Agreement is not enforceable for any reason, the other terms still apply and will be enforceable. Carrying out the intent of this Agreement may require you and us to sign a number of documents. You agree to assist as needed in their completion. You also agree to sign all documents reasonably needed to fulfill the promises and intent of this Agreement. You authorize us to correct any clerical errors or omissions in this Agreement or in any related document. You agree that you provided your true legal name and the address of your primary residence.

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ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller/Dealer is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of $5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over $5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

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TO CONTENT OR FITNESS FOR PURPOSE OF TH
CONSULT YOUR OWN LEGAL COUNSEL.

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration to Authorize the Mayor to Sign Amendment No. 23 to the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.

SUGGESTED ACTION:

I Move for Approval to Authorize the Mayor to Sign Amendment No. 23 to the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.

CASE BACKGROUND:

Amendment No. 23 to the original Telecommunication 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.

Revenue received from the Telecommunications Raceway Lease Amendment No. 23 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 $0.59539 per lineal foot with an inflationary increase of 3% per calendar year. Upon execution of Amendment No. 23, the annual lease revenue will increase by an estimated $601.00.

STAFF REFERENCE:

Joff Pilon, P.E., Utilities Director

ATTACHMENTS:
VCN Fiber Raceway Lease Amendment 23

AMENDMENT NUMBER TWENTY-THREE 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 twenty-third 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-059, which is attached as Exhibit X 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 add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-047.

Amendment Number Fifteen, dated June 10, 2024, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-048 through VCN-A-050.

Amendment Number Sixteen, dated October 1, 2024, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-051.

Amendment Number Seventeen, dated October 15, 2024, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-052.

Amendment Number Eighteen, dated November 5, 2024, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-053 through VCN-A-054.

Amendment Number Nineteen, dated February 11, 2025, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-055.

Amendment Number Twenty, dated March 4, 2025, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-056.

Amendment Number Twenty-One, dated April 1, 2025, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-057.

Amendment Number Twenty-Two, dated October 21, 2025, allowed the company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-058.

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 $0.59539 per raceway per foot per year. The specific area where the Fiber Optics will be installed is described in Exhibit X - VCN-A-059. 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 five (5) pages, and Exhibit X, VCN-A-059 - 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; and Amendment Number Fifteen consisting of four (4) pages and Exhibit P – VCN-A-048 through VCN-A-050; and Amendment Number Sixteen consisting of five (5) pages and Exhibit Q – VCN-A-051; and Amendment Number Seventeen consisting of five (5) pages and Exhibit R – VCN-A-052; and Amendment Number Eighteen consisting of five (5) pages and Exhibit S – VCN-A-053 through VCN-A-054; and Amendment Number Nineteen consisting of five (5) pages and Exhibit T – VCN-A-055; and Amendment Number Twenty consisting of five (5) pages and Exhibit U – VCN-A-056; and Amendment Number Twenty-One consisting of five (5) pages and Exhibit V - VCN-A-057; and Amendment Number Twenty-Two consisting of five (5) pages and Exhibit W – VCN-A-058 represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

B. **Counterparts**. This Amendment may be executed in any number of separate, but identical counterparts. This Amendment may be executed by facsimile signatures or electronic delivery of signatures which will bind the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

9. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number Twenty-Three 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



_____ January 6th, 2026
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
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration of a Resolution to Authorize the Mayor to Execute the Fourth Amended and Restated Generation Dispatch and Energy Management Agreement with Black Hills Power, Inc.

SUGGESTED ACTION:

I Move to Approve a Resolution to Authorize the Mayor to Execute the Fourth Amended and Restated Generation Dispatch and Energy Management Agreement with Black Hills Power, Inc.

CASE BACKGROUND:

The City of Gillette (City) contracts with Black Hills Power, Inc. (BHP) to plan, forecast, schedule and dispatch energy produced by the City's power generation facilities and other wholesale power assets owned by the City.

The City entered into an Amended and Restated Generation Dispatch and Energy Management Agreement (GDEMA) with BHP in 2014 for this purpose. The GDEMA was amended in 2020 and in 2022. At this time, staff is recommending approval of a Resolution authorizing the Mayor to execute the "Fourth Amended and Restated" GDEMA with BHP. The following changes are included within the Fourth Amendment:

1. The City will withdraw from the Southwest Power Pool, Inc's Western Energy Imbalance Service (WEIS).
2. The City will participate with in the Western Energy Imbalance Market (WEIM).
3. The City will participate in Capacity Sharing with BHP to leverage the full capabilities of the City's natural gas turbine participation in the WEIM.

The City should see some modest savings as a result of difference in operation between the WEIS and the WEIM markets. The City should see some modest revenue as a result of being able to sell unused potential generation from the City's natural gas turbine. The Effective Date of the Agreement will be April 1, 2026. The enclosed Resolution also authorizes the City Attorney to make adjustments to the Agreement to address any Federal Energy Regulatory Commission (FERC) review comments, as necessary.

STAFF REFERENCE:

Joff Pilon, P.E., Utilities Director

ATTACHMENTS:
4th Amended and Restated GDEMA
RESOLUTION

FOURTH AMENDED AND RESTATED GENERATION DISPATCH AND ENERGY MANAGEMENT AGREEMENT

BETWEEN

BLACK HILLS POWER, INC.

AND

CITY OF GILLETTE, WYOMING

FOURTH AMENDED AND RESTATED
GENERATION DISPATCH AND
ENERGY MANAGEMENT AGREEMENT

TABLE OF CONTENTS

..... PAGE NO.

ARTICLE I – RECITALS 1

ARTICLE II – DEFINITIONS 4

ARTICLE III –TERM OF AGREEMENT 10

ARTICLE IV – BHP'S SERVICE AS AGENT FOR GILLETTE 10

ARTICLE V – CALL OPTION ENERGY 19

ARTICLE VI – RESPONSIBILITIES OF GILLETTE 21

ARTICLE VII – METERING 22

ARTICLE VIII – GENERAL 23

SCHEDULE A – COMPENSATION FOR DISPATCH-RELATED SERVICES 33

SCHEDULE B – CAPACITY RESOURCES 35

SCHEDULE C – COMPENSATION FOR REPLACEMENT ENERGY AND PEAKING ENERGY 37

SCHEDULE D – COMPENSATION FOR SUBSTITUTE ECONOMY ENERGY 38

SCHEDULE E – COMPENSATION FOR PLANNING RESERVES AND NATURAL GAS SERVICES 39

SCHEDULE F – EIM SETTLEMENT 41

SCHEDULE F(1) – EIM RESOURCES 42

SCHEDULE F(2) – EIM CHARGE CODES 44

SCHEDULE G – CAPACITY SHARING AND COMPENSATION 45

FOURTH AMENDED AND RESTATED GENERATION DISPATCH AND ENERGY MANAGEMENT AGREEMENT BETWEEN BLACK HILLS POWER, INC. AND CITY OF GILLETTE, WYOMING

This Fourth Amended and Restated Generation Dispatch and Energy Management Agreement ("Agreement") is effective April 1, 2026, by and between Black Hills Power, Inc. ("BHP"), a South Dakota corporation, and the City of Gillette, a municipal corporation of Gillette, Wyoming ("Gillette"), referred to collectively as "Parties" and singularly as "Party." In consideration of the covenants and premises herein set forth, and other good and sufficient consideration, the Parties mutually agree as follows:

ARTICLE I

RECITALS

The following Recitals are incorporated herein as part and parcel of this Agreement:

1.01 Gillette operates a municipal electric system in the Gillette Service Territory and is exempt from Federal Energy Regulatory Commission ("FERC") regulation via Section 201(f) of the Federal Power Act.

1 .02 On July 14, 2010, (a) the Consolidated Wyoming Municipalities Electric Power System Joint Power Board (the "JPB") purchased from BHP a 23% undivided ownership interest in a coal-fired electric generating plant near Gillette, Wyoming known as "Wygen III," which has a net generating capacity of approximately 100 MW, as may be adjusted from time to time (the "Wygen III Facility"), and (b) the JPB leased its 23% undivided ownership interest in the Wygen III Facility to Gillette on a year-to-year basis.

1.03 BHP, the JPB, and Montana-Dakota Utilities Company ("MDU," which owns a

25% undivided ownership interest in the Wygen III Facility) have set forth their agreement with respect to the construction, co-ownership, and operation of the Wygen III Facility in the Amended and Restated Wygen III Participation Agreement, dated as of July 14, 2010 (the "Wygen III Participation Agreement").

1.04 On July 14, 2010, and pursuant to its terms, that certain Power Purchase and Purchase Option Agreement, dated March 15, 2010, between BHP and Gillette (the "PPA") terminated. Under the PPA, BHP supplied Gillette 23 MW of system-firm electric capacity, and 23 MWh of electric energy per hour.

1.05 On July 14, 2010, Gillette and BHP entered into a Generation Dispatch and Energy Management Agreement (the "Original GDEMA") to enhance the reliability of energy supply to serve Gillette's Load in the Gillette Service Territory, including by providing for the dispatch and delivery of energy necessary to serve such Load.

1.06 On September 3, 2014, (a) the JPB purchased from Black Hills Wyoming, LLC ("BHW") the gas-fired electric generating plant near Gillette, Wyoming known as "CT II," which has a designed generating capacity of 40 MW (the "CT II Facility" and, together with the Wygen III Facility, the "Facilities"), and (b) the JPB leased the CT II Facility to Gillette on a year-to-year basis.

1.07 BHW and the JPB have set forth their agreement with respect to the operation of the CT II Facility in the CT II Operating and Maintenance Agreement dated as of September 3, 2014 (the "CT II O&M Agreement").

1.08 On September 3, 2014, Gillette and BHW entered into that certain Economy Energy Power Purchase Agreement (the "Economy Energy PPA"), pursuant to which Gillette has agreed to purchase from BHW, and BHW has agreed to supply to Gillette, energy under the

circumstances described therein and pursuant to the terms and conditions thereof.

1.09 On September 3, 2014, the Parties amended and restated the Original GDEMA in light of the transactions and agreements described in Sections 1.06, 1.07, and 1.08 above, including with respect to the provision of dispatch and other energy management services by BHP to Gillette.

1.10 Effective August 1, 2020, the Parties entered into the Second Amended Generation Dispatch and Energy Management Agreement to implement clerical changes to Schedule A and the body of the Agreement ("Second Amended GDEMA"). The Parties also acknowledged that their May 18, 2017, Letter Amendment to the Amended and Restated Generation Dispatch and Energy Management Agreement, dated September 3, 2014 ("2017 Letter Amendment"), should be consider as remaining in full force according to its own terms despite entering into the Second Amended GDEMA.

1.11 On April 1, 2023, the Parties entered into the Third Amended Generation Dispatch and Energy Management Agreement: to amend and restate the Second Amended GDEMA in light of BHP's decision to execute a Western Joint Dispatch Agreement with the Southwest Power Pool, Inc. ("SPP") and participate in SPP's Western Energy Imbalance Service Market ("WEIS Market"); to document that Gillette authorized BHP to act on its behalf within the WEIS Market and to set forth any additional revisions necessary to preserve the Parties existing contractual arrangments yet allow for the operation, management, and dispatch of Gillette's various owned and contracted resources and Loads in the WEIS Market. Finally, the Parties also incorporated the terms of the 2017 Letter Amendment into the Agreement and terminated the 2017 Letter Amendment.

1.12 The Parties are entering this Fourth Amended and Restated Generation Dispatch

and Energy Management Agreement ("Agreement") to implement changes that are necessary to: (1) effecutate the creation of the BHP Balancing Authority Area and recognize the cessation of the Southwest Power Pool WEIS Market and BHP's participation therein; (2) implement changes necessary for BHP's participation in the CAISO EIM; (3) establish that BHP is the Participating Resource Scheduling Coordinator ("PRSC") for Gillette's resources in the EIM, and (4) enable capacity sharing between BHP and Gillette. This Agreement supersedes all prior GDEMAs between the Parties.

ARTICLE II

DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

2.1. Agreement means this Agreement, including all attachments hereto, as the same may be amended, supplemented, or modified in accordance with its terms.

2.2. BHP Balancing Authority Area shall mean the area covered by the Balancing Authority operated and managed by BHP.

2.3. BHW Minimum Payment means the compensation for which BHW will be responsible under Schedule A of its Generation Dispatch and Energy Management Agreement ("BHW GDEMA") whenever BHW has 0 MW of total gross capacity attributed to it in Schedule B under "Dispatched Resources – Black Hills Wyoming." The BHW Minimum Payment will be 0.3% of the total allocable Monthly Department Costs as that phrase is defined in Schedule A.

2.4. CAISO is the California Independent System Operator and operates the Western Energy Imbalance Market ("EIM").

2.5. Capacity Resources means all available Generating Units owned or leased by BHP and all firm long-term purchase arrangements for energy and capacity to which BHP is a

party as a buyer.

2.6. Capacity Sharing means the sharing of generation capacity between BHP and Gillette as set forth in Schedule G.

2.7. CT I Facility means the gas-fired electric generating plant near Gillette, Wyoming known as "CT I," which has a designed generating capacity of 40 MW, and which is owned by BHP.

2.8. CT II Capacity means the higher of 40 MW and the CT II Facility's monthly Net Generating Capacity (as defined in the CT II O&M Agreement) as determined by BHW. For this purpose, the CT II Facility's monthly CT II Capacity will be determined by BHW in accordance with the CT II O&M Agreement and will continue in effect without change for the entirety of the relevant month, notwithstanding any de-rate, outage, or unavailability of the CT II Facility for any reason or any duration, or any other fact or circumstance relating to the CT II Facility. However, if during any such month, Gillette's percentage leasehold (or subsequent ownership) interest in the CT II Facility changes, then at the time of the change the CT II Capacity will automatically adjust accordingly for the remainder of that month and for subsequent months.

2.9. CT II Energy means the hourly amount of the CT II Capacity (i.e., without regard to the actual energy output of the CT II Facility) expressed in kilowatt hours.

2.10. CT II Output means the energy actually capable of being delivered from Gillette's percentage leasehold (or subsequent ownership) interest in the CT II Facility at any particular time (taking into account any planned or unplanned outage or curtailment of the CT II Facility for any reason) to the Metering Points, as reasonably determined by BHP.

2.11. CT II Replacement Energy means the extent to which, CT II Energy exceeds CT

II Output. A need for CT II Replacement Energy can arise in the day ahead time horizon and the hour ahead time horizon but can also arise if CTII is online and running and, after hour start, due to a dispatch signal from the EIM, the intra-hour output of CT II is reduced.

2.12. Delivery Points means any Point of Receipt under the NITS Agreement, and such other delivery points as may be established from time to time by mutual agreement of the Parties.

2.13. Dispatched Resources means all Generating Units and all firm long-term purchase arrangements for energy and capacity in respect of which dispatch services are provided. The Dispatched Resources in existence on the date of this Agreement are set forth on Schedule B.

2.14. Economy Energy means energy that BHW is entitled to provide to Gillette under the Economy Energy PPA.

2.15. EIM is the Western Energy Imbalance Market operated by CAISO.

2.16. Excess Capacity is defined as any generation capacity above what is needed to meet obligations under the CAISO EIM.

2.17. FERC is defined as set forth in the Recitals.

2.18. Full Forced Outage means any full, unscheduled outage of the CT I Facility or the CT II Facility, and any unplanned extension of a scheduled outage of the CT I Facility or the CT II Facility.

2.19. Generating Unit means an electric generator, regardless of fuel source, together with its prime mover, and all auxiliary and appurtenant devices and equipment designed to be operated as a unit for the production of energy.

2.20. Gillette Facility Capacity means, for any month, the sum of CT II Capacity and Gillette Share of Wygen III Capacity.

2.21. Gillette Facility Energy means the hourly amount of Gillette Facility Capacity

(i.e., without regard to the actual energy output of the Facilities) expressed in kilowatt hours.

2.22. Gillette Facility Output means the sum of CT II Output and Gillette Share of Wygen III Output.

2.23. Gillette Full Requirements Energy means the amount of energy required to satisfy Gillette's Load in the Gillette Service Territory.

2.24. Gillette Service Territory means the area in and around Gillette, Wyoming in which Gillette operates a municipal electric system.

2.25. Gillette Share of Wygen III Capacity means the product of (A) the Wygen III Facility's monthly Net Generating Capacity (as defined in the Wygen III Participation Agreement) as determined by BHP multiplied by (B) Gillette's percentage leasehold (or subsequent ownership) interest in the Wygen III Facility at such time. For this purpose, the Wygen III Facility's monthly Net Generating Capacity will be determined by BHP in accordance with the Wygen III Participation Agreement and will continue in effect without change for the entirety of the relevant month, notwithstanding any de-rate, outage, or unavailability of the Wygen III Facility for any reason or any duration, or any other fact or circumstance relating to the Wygen III Facility. However, if during any such month, Gillette's percentage leasehold (or subsequent ownership) interest in the Wygen III Facility changes, then at the time of the change the Gillette Share of Wygen III Capacity will automatically adjust accordingly for the remainder of that month and for subsequent months.

2.26. Gillette Share of Wygen III Energy means the hourly amount of the Gillette Share of Wygen III Capacity (i.e., without regard to the actual energy output of the Wygen III Facility) expressed in kilowatt hours.

2.27. Gillette Share of Wygen III Output means the energy actually delivered (a) from

Gillette's percentage leasehold (or subsequent ownership) interest in the Wygen III Facility to the Metering Points, as reasonably determined by BHP, and (b) to Gillette pursuant to the Wygen III Shaft Sharing Agreement.

2.28. Good Utility Practice means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

2.29. Joint Tariff means the Joint Open Access Tariff between BHP, Basin Electric Power Cooperative, and Powder River Energy Corporation.

2.30. Load means an end-use device or customer that receives power.

2.31. Metering Points means the metering points utilized as of the date hereof to measure Gillette Full Requirements Energy, and such other metering points as may be established from time to time by mutual agreement of the Parties.

2.32. MPT means prevailing time in the Mountain Time Zone of North America.

2.33. NITS Agreement means the, then effective, Service Agreement for Network Integration Transmission Service under the Joint Tariff between BHP, as Joint Tariff Administrator, and Gillette.

2.34. Peaking Energy means energy supply which is required to satisfy Gillette's Load in the Gillette Service Territory and which amount of energy is in excess of Gillette Facility

Output, Replacement Energy, Economy Energy, Substitute Economy Energy, and Gillette Call Option Energy. Compensation for Peaking Energy is set forth in Schedule C.

2.35. Planning Reserves means additional generating capacity maintained above the anticipated peak demand to ensure long-term resource adequacy and reliability.

2.36. Replacement Energy means Wygen III Replacement Energy and CT II Replacement Energy.

2.37. Substitute Economy Energy means energy that would be Economy Energy except that "BHW Energy Cost" exceeds "CT II Generating Cost" for the relevant hour (as such terms are defined in the Economy Energy PPA).

2.38. System Purchases means all short-term purchases of capacity, energy, and transmission by BHP from third parties (including affiliates) to deliver Replacement Energy, Substitute Economy Energy, or Peaking Energy to the Delivery Points in the day ahead or hour ahead time horizon. The phrase System Purchases does not include intra-hour transactions which occur in the EIM.

2.39. Wygen I PPA is a Power Purchase Agreement between Black Hills Wyoming, LLC and Gillette, dated May 30, 2019, under which, deliveries begin January 1, 2023.

2.40. Wygen III Replacement Energy means the extent to which, on an hourly basis, the Gillette Share of Wygen III Energy exceeds the Gillette Share of Wygen III Output. A need for Wygen III Replacement Energy can arise in the day ahead time horizon and the hour ahead time horizon but can also arise if, after hour start, due to a dispatch signal from the EIM, the intra-hour output of Wygen III is reduced.

2.41. Wygen III Shaft Sharing Agreement means that certain Shaft Sharing Agreement, dated July 14, 2010, between Gillette and Cheyenne Light, Fuel and Power Company.

ARTICLE III

TERM OF AGREEMENT

This Agreement shall become effective as of April 1, 2026, shall have an initial term of five years, and shall automatically renew for successive one-year terms thereafter; provided, however, that either Party may terminate this Agreement at the end of the initial or any renewal term for any or no reason by delivering a written notice of termination to the other Party at least two years prior to the termination date. Notwithstanding the foregoing, however, this Agreement shall terminate immediately (i) at such time as Gillette no longer owns or leases an interest in the Wygen III Facility, (ii) at such time as Gillette no longer owns or leases an interest in the CT II Facility, (iii) at such time as BHP (or one or more of its affiliates) no longer operates the Wygen III Facility, or (iv) at such time as BHW (or one or more of its affiliates) no longer operates the CT II Facility. Gillette acknowledges that following the termination of this Agreement for any reason, BHP shall have no obligation to provide to Gillette the energy or services described herein, unless otherwise agreed to by BHP in writing; provided, however, that BHP agrees to negotiate in good faith any such replacement agreement to provide Gillette the energy or services described herein.

ARTICLE IV

BHP'S SERVICES FOR GILLETTE

4.01 Agency. Subject to the terms of this agreement, Gillette appoints BHP as its agent for the purpose of performing the applicable duties set forth in Section 4.02.

4.02 Duties of Agent. In its capacity as agent for Gillette, and subject to Section 4.06 below, BHP shall perform the following duties in accordance with Good Utility Practice:

(a) Coordinate and direct the dispatch of the Gillette Full Requirements

Energy, which includes but is not limited to any registration, coordination, reporting, and other commercial activities necessary for Gillette's owned and contract resources to participate in the EIM and performing a day-ahead and hour-ahead forecast for Gillette's Load (all collectively "Dispatch Services"). Gillette shall compensate BHP for Dispatch Services in accordance with Schedule A.

(b) Arrange for the transmission and delivery, every hour, of Replacement Energy, Substitute Economy Energy, Gillette Call Option Energy, and/or Peaking Energy to the Delivery Points.

(c) Using commercially reasonable efforts to minimize the amount payable by Gillette for Replacement Energy:

(i) In the day ahead or hour ahead operating horizon supply Gillette, on a system firm basis, with Replacement Energy from System Purchases or Capacity Resources (including, at Gillette's request when a future need for Replacement Energy is known in advance, and to the extent available on commercially reasonable terms, from advance purchases); and plan, coordinate, and schedule System Purchases or deliveries from Capacity Resources, as the case may be, as needed to supply Replacement Energy to Gillette; and/or

(ii) If a need for Replacement Energy arises after hour start, due to a dispatch signal from the EIM that reduces the output of Wygen III or CT II intra-hour, provide Replacement Energy to Gillette through the EIM.

(iii) Under either of the scenarios set forth above, Gillette shall

compensate BHP for the supply of Replacement Energy under this Agreement in accordance with Schedule C and Schedule F.

(d) Subject in all respects to BHW's right to supply Economy Energy under the Economy Energy PPA, (i) supply Gillette, on a non-firm basis (i.e., to the extent available after satisfying BHP's Load in its service territory and any other energy supply obligations of BHP at the time), with Substitute Economy Energy from System Purchases or Capacity Resources; and (ii) plan, coordinate, and schedule System Purchases or deliveries from Capacity Resources, as the case may be, as needed to supply Substitute Economy Energy. Substitute Economy Energy is procured in the day-ahead and hour-ahead time horizons. Gillette shall compensate BHP for the supply of Substitute Economy Energy under this Agreement in accordance with Schedule D. During periods when the EIM is operational differences between scheduled resources and actual dispatched resources for Gillette, which occur after hour start, will constitute Generator Imbalance and charges or credits will be addressed under Schedule F.

(e) Using commercially reasonable efforts to minimize the amount payable by Gillette for Peaking Energy, supply Peaking Energy from System Purchases or Capacity Resources (including, at Gillette's request when a future need for Peaking Energy is known in advance, and to the extent available on commercially reasonable terms, from advance purchases); and plan, coordinate, and schedule System Purchases or deliveries from Capacity Resources, as the case may be, as needed to supply Peaking

Energy to Gillette. Peaking Energy is procured in the day-ahead and hour-ahead time horizons. Gillette shall compensate BHP for the supply of Peaking Energy under this Agreement in accordance with Schedule C. During periods when the EIM is operational, differences between scheduled resources and actual dispatched resources, which occur after hour start, will constitute Generator Imbalance. Generator Imbalance charges or credits will be addressed under Schedule F.

(f) Make a determination in the day ahead and hour ahead as to whether Gillette requires Capacity Sharing services or has available capacity to provide BHP Capacity Sharing services and enable Capacity Sharing as needed by the Parties and as available, as set forth in Schedule G.

(g) Provide Planning Reserves for the greater of 70.3 MW or Gillette's Forecast Peak Demand of capacity, irrespective of the actual Gillette Facility Capacity (in an amount determined by BHP in accordance with Good Utility Practice). Gillette shall compensate BHP for Planning Reserves in accordance with Schedule E.

(h) Support Gillette in meeting its obligations under agreements for balancing authority services and reserve sharing, to include obligations for operating reserves and reserve activation.

(i) Procure natural gas and interstate natural gas transportation services (together, "the Natural Gas Services") in support of, and as needed by, the CT II Facility. The Natural Gas Services shall be procured on an interruptible basis, unless Gillette requests in writing that BHP use

commercially reasonable efforts to procure the Natural Gas Services on a firm basis. Gillette shall compensate BHP for the Natural Gas Services in accordance with Schedule E. Except to the extent Gillette requests in writing that BHP procure the Natural Gas Services on terms inconsistent with the procurement of natural gas and interstate natural gas transportation services for the CT I Facility, the Natural Gas Services shall be procured on generally the same terms as such are procured in support of, and as needed for, the CT I Facility, and any interruption or curtailment of the Natural Gas Services will be made on a pro rata basis with the CT I Facility. The Natural Gas Services shall be delivered to Gillette at the WBI Landeck Station, unless the Parties agree otherwise (the "Natural Gas Delivery Point").

(j) Use commercially reasonable efforts to market and sell, on commercially reasonable terms, Gillette Facility Output that is in excess of what is required to serve Gillette's Full Requirements Energy ("Excess Gillette Facility Output").

1. In the day-ahead or hour-ahead time horizon, BHP will only undertake to sell Excess Gillette Facility Output if (i) Gillette has, in advance, provided BHP with clear conditions and criteria for any such sale and (ii) BHP determines, acting reasonably, that the sale will meet such conditions and criteria and not interfere with the expected use of the Facilities to satisfy Gillette Full Requirements Energy. Gillette will be fully responsible for all

obligations and liabilities under any sale of Excess Gillette Facility Output under this Section 4.02(h)(1), except to the extent attributable to the negligence or willful misconduct of BHP (subject to the limitations and requirements set forth in Section 26.2 of the CT II O&M Agreement, which shall apply even if this Agreement survives the CT II O&M Agreement), and BHP will have no liability to Gillette for any failure by BHP to enter into any such agreement. Without limiting the generality of the foregoing, Gillette acknowledges (i) that BHP may, as a condition to entering into any such agreement on Gillette's behalf, require Gillette's prior written approval of such agreement's terms and conditions, and (ii) that BHP may, without any liability to Gillette, market and sell its own excess energy and capacity, and the excess energy and capacity of its affiliates, before marketing or selling Excess Gillette Facility Output under this Agreement. If sales of Excess Gillette Facility Output are made in the day ahead or hour ahead time horizon, under this Section 4.02(i)(1), BHP will be entitled to a 10% Commission on all amounts received by Gillette due to any sale of Excess Gillette Facility Output

2. If intra-hour, Gillette has a positive Generator Imbalance and the EIM is operational (which could also be interpreted to be Excess Gillette Facility Output), Gillette acknowledges that it will receive the EIM LMP at the appropriate pricing node as calculated

pursuant to the EIM Tariff and/or EIM Market protocols. In the situation described in this paragraph, no prior authorization from Gillette is necessary as the transaction and dispatch will occur within the EIM.

(k) Register, in association with BHP's EIM PRSC Agreement, Gillette's Facility Share of Wygen III, Wygen I, and the CT II Facility in a manner that is commercially reasonable given the EIM Tariff and EIM Protocols and submit required resource information and engage in other commercial communications with the EIM in relation to Gillette's resources. Gillette acknowledges its understanding that Black Hills Service Company employees will fulfill BHP's obligations under this Agreement and will also be submitting required resource information and engaging in required commercial communications with the EIM for not only Gillette's resources, but will also fulfill those same functions for BHP (including but not limited to BHP owned and/or jointly owned resources), MDU (including MDU's share of Wygen III), and BHP's electric utility affiliate Cheyenne Light, Fuel and Power Company for its owned and, as applicable, jointly resources. All of the aforementioned activities will be accomplished in accord with the EIM Tariff, EIM Market Protocols, Good Utility Practice, and based upon the operational characteristics of individual Generating Units as a whole, market fundamentals, economic incentives, and the costs of the individual Generating Units as a whole without regard to the ownership of any jointly owned Generation Unit,

ownership of other Generation Units, or participation in any generation joint ownership agreements. Settlement and resettlement of EIM charges and credits associated with all registered generation is addressed in Schedule F.

(l) BHP shall have no obligation to perform the duties set forth in this Agreement (including this Section 4.02) following a payment default by the JPB or Gillette under the Wygen III Participation Agreement, the CT II O&M Agreement, or any other agreement between BHP or BHW, on the one hand, and the JPB or Gillette, on the other hand, relating to either Facility or both Facilities.

4.03 Reporting to Gillette. BHP shall communicate regularly with and provide periodic reports of its activities under this Agreement to Gillette, in a format agreed upon by the Parties, at least monthly. BHP shall promptly notify Gillette of any Force Majeure (as defined herein) that may adversely affect the performance of BHP's duties under this Agreement. Within a commercially reasonable time of any change in the Dispatched Resources listed in Schedule B or Schedule F(1), BHP shall revise Schedule B or Schedule F(1) to reflect such change, file said revised Schedule B or Schedule F(1) with FERC seeking approval of the same, provide Gillette a copy of the revised Schedule B or Schedule F(1), and after FERC approval, implement the change.

4.04 Renewable Energy Requirements. Upon Gillette's request, (a) BHP agrees to consult with Gillette from time to time regarding any renewable energy requirements applicable to Gillette, and (b) BHP will use commercially reasonable efforts to ensure that its supply of Peaking Energy to Gillette under this Agreement will be consistent with such requirements.

4.05 Order of Supply to Satisfy Gillette Full Requirements Energy. For clarity, energy

supply resources shall be assigned to Gillette Full Requirements Energy for each hour in the following order:

(a) Gillette Share of Wygen III Output;

(b) Wygen III Replacement Energy;

(c) Gillette's WAPA energy allocation (or energy provided by a third party in exchange for Gillette's actual WAPA energy allocation on a MWh for MWh basis, or as otherwise agreed by the Parties), to the extent scheduled by Gillette or its designated Scheduling Entity on or before 06:00 a.m. MPT for the subsequent prescheduled day(s) (in accordance with then-applicable WECC prescheduling calendar);

(d) Gillette's Wygen I PPA.

(e) Economy Energy (when the CT II Facility is available for dispatch and subject to the terms of the Economy Energy PPA);

(f) Substitute Economy Energy (when the CT II Facility is available for dispatch and subject to the terms of this Agreement);

(g) CT II Output;

(h) Gillette Call Option Energy (if requested by Gillette, and subject to the terms of this Agreement);

(i) CT II Replacement Energy (subject to the terms of this Agreement); and

(j) Peaking Energy (subject to the terms of this Agreement and after other supply options identified herein have been exhausted).

4.06 EIM Right to Economic Commit Resources. Notwithstanding section 4.02 above, Gillette has been advised and agrees that, when the EIM is active, CAISO will engage in

economic dispatch of the Parties' respective owned resources and can commit Gillette's owned or co-owned resources in the real-time market and after hour start without prior consult with Gillette or BHP.

4.06 Gillette Real-Time Access. At Gillette's request and cost, and subject to all applicable laws and regulatory and industry requirements, BHP will cooperate with Gillette to install equipment to allow Gillette to monitor, in real time, the Gillette Share of Wygen III Energy and the actual net energy output of the CT II Facility.

ARTICLE V

CALL OPTION ENERGY

5.01 Gillette Right to Call Option Energy. During any Full Forced Outage of the CT II Facility, Gillette shall have the right, upon request but subject to the limitations set forth in Section 5.05 below, to deliveries of energy by BHP from the CT I Facility to serve Gillette's Load in the Gillette Service Territory and otherwise satisfy Gillette's energy supply obligations at the time ("Gillette Call Option Energy"). BHP will schedule, dispatch, and otherwise administer deliveries of Gillette Call Option Energy as part of its responsibilities under Article IV above.

5.02 BHP Right to Call Option Energy. During any Full Forced Outage of the CT I Facility, BHP shall have the right, upon request but subject to the limitations set forth in Section 5.05 below, to deliveries of energy by Gillette from the CT II Facility to serve BHP's Load in its service territory and otherwise satisfy BHP's energy supply obligations at the time ("BHP Call Option Energy" and, together with Gillette Call Option Energy, "Call Option Energy"). BHP will schedule, dispatch, and otherwise administer deliveries of BHP Call Option Energy.

5.03 Transmission and Gas Supply. The Parties acknowledge and agree that neither long-term firm transmission reservations nor long-term gas supply contracts will be made solely

to support deliveries of Call Option Energy. Rather, to the extent available, existing transmission rights, short-term transmission arrangements, existing gas supply contracts, and short-term gas supply contracts will be used to support deliveries of Call Option Energy.

5.04 Reimbursement and Compensation. As consideration for the supply of Call Option Energy, the Party receiving Call Option Energy will (a) reimburse all variable costs incurred by the other Party in supplying the Call Option Energy and (b) additionally pay the other Party 10% of such variable costs. Each Party agrees to promptly provide the other Party with such information as the other Party may reasonably request regarding the variable costs that the first Party expects to incur in supplying Call Option Energy.

5.05 Limitations. The obligation to supply Call Option Energy shall not apply under the following circumstances:

(a) ln carrying out its obligation to supply Call Option Energy, neither Party will be required to curtail, in whole or in part, its Load obligations in its service territory or any other energy supply obligations that exist at the time the Call Option Energy is requested;

(b) The obligation to supply Call Option Energy shall cease when the Full Forced Outage giving rise to such obligation has ended (and provided that each Party agrees to work diligently and in good faith to remedy any Full Forced Outage as soon as reasonably practicable, consistent with Good Utility Practice);

(c) Neither Party will be required to supply Call Option Energy to the extent that the CT I Facility (in the case of BHP) or the CT II Facility (in the case

of Gillette) is unavailable due to any planned or unplanned outage or curtailment or for any other reason;

(d) Neither Party shall be required to supply Call Option Energy during any partial outage of the CT I Facility (in the case of BHP) or the CT II Facility (in the case of Gillette);

(e) The obligation to supply Call Option Energy shall cease after 168 hours for any single Full Forced Outage, unless the Parties mutually agree otherwise in writing; and

(f) The obligation to supply Call Option Energy shall not exist if the supplying Party is unable to deliver the Call Option Energy due to a Force Majeure.

ARTICLE VI

RESPONSIBILITIES OF GILLETTE

6.01 Transmission Arrangements. Except as set forth in Articles IV and V above, Gillette shall be responsible for all transmission and ancillary service arrangements and costs required to receive the Replacement Energy, Substitute Economy Energy, Gillette Call Option Energy, and Peaking Energy to be supplied by BHP to Gillette under this Agreement at the Delivery Points, and to deliver such Replacement Energy, Substitute Economy Energy, Gillette Call Option Energy, and Peaking Energy to the Metering Points. Without limiting the generality of the foregoing, to facilitate the performance of BHP's obligations hereunder, Gillette agrees (i) to designate as "network resources" under the NITS Agreement the facilities and such other electric generating units specified by BHP, and to maintain such designations, and (ii) as

necessary, to replace the NITS Agreement with a transmission services agreement or agreements suitable for delivering the Replacement Energy, Substitute Economy Energy, Gillette Call Option Energy, and Peaking Energy under this Agreement from the network resources previously designated under the NITS Agreement.

6.02 Information. To facilitate BHP's performance of its obligations hereunder, Gillette agrees to keep BHP informed on a timely basis of all of Gillette's energy supply arrangements applicable during the term of this Agreement, to notify BHP as soon as possible of Gillette's expected need for Replacement Energy, Substitute Economy Energy, Gillette Call Option Energy and Peaking Energy, and to provide BHP such other information as BHP shall reasonably request.

ARTICLE VII

METERING

Gillette Full Requirements Energy shall be metered at the Metering Points, and the amount of Replacement Energy, Gillette Call Option Energy, Substitute Economy Energy, and Peaking Energy included in Gillette Full Requirements Energy shall be determined by BHP in accordance with past practice under the Original GDEMA and the Amended and Restated GDEMAs and any changes made by BHP to such past practice from time to time in accordance with Good Utility Practice. The meters at the Metering Points shall be owned by either BHP or Gillette, and each such meter shall be maintained by the Party that owns it in accordance with Good Utility Practice. The Party owning any such meter shall test and calibrate the meter by comparison with accurate standards at intervals of not more than 12 months (unless circumstances justify tests and calibrations less frequently, in accordance with Good Utility Practice, and with notice to the other Party), and such Party shall notify the other Party of its intention to conduct such tests and calibrations so that representatives of the other Party have the

opportunity to witness them. The Party owning any such meter shall also conduct meter tests and calibrations from time to time at the other Party's reasonable request, and at the other Party's cost (except as otherwise provided in the next sentence). If any meter is found to be more than 2% in error, (i) proper correction shall be made of previous readings for the period of time the meter was in service since last tested or from the time that it can be ascertained the meter was in error, but in no case shall readings be adjusted for a period of more than six months immediately preceding the discovery of the error, (ii) the amount payable by Gillette for Replacement Energy, Substitute Economy Energy, Gillette Call Option Energy, or Peaking Energy for the adjusted readings will be adjusted accordingly by agreement of the Parties, acting reasonably, and (iii) if the test or calibration resulting in the discovery of the error was requested under the immediately preceding sentence, then the Party owning the meter shall pay all reasonable costs of such test or calibration. If, however, any meter shall fail to register for any period, then absent clear evidence (such as, but not limited to, schedules for delivery of energy) to the contrary (in which case the adjustments in the preceding sentence will be made on the basis of such evidence), BHP will be deemed to have supplied the full amount of electric capacity and energy it is required to provide under this Agreement.

ARTICLE VIII

GENERAL

8.01 Effect on Other Agreements. Except as expressly provided herein, this Agreement shall not modify the obligations of either Party under any other agreement between the Parties that is in effect as of the date of this Agreement, or the obligation of others not parties to this Agreement.

8.02 Compensation and Payment Arrangements. The basis of compensation or

payment between the Parties under this Agreement shall be in accordance with arrangements agreed upon from time to time between the Parties. In addition to arrangements set forth in the body of this Agreement, such arrangements shall be in the form of Schedules attached to this Agreement on the date hereof or agreed to and signed by the Parties subsequent to the date hereof, each of which shall be part and parcel of this Agreement.

8.03 Billings

(a) Billing Invoices. Bills for services rendered or energy supplied hereunder shall be calculated in accordance with this Agreement (including applicable Schedules), and shall be issued on a monthly basis for services performed or energy supplied during the preceding calendar month. No later than ten (10) business days after the end of each calendar month, BHP shall provide to Gillette, by first-class mail or electronic mail, a consolidated invoice for the total amount due BHP by Gillette for the services provided and energy supplied by BHP and purchased by Gillette under this Agreement. BHP's invoice will show all billing parameters, rates and factors, and any other data reasonably pertinent to the calculation of monthly payments due to BHP from Gillette under this Agreement. The amounts shown as payable on such invoices for services provided and energy supplied under this Agreement may be estimated, and all estimated amounts will be confirmed or adjusted by BHP as soon as reasonably practicable, with any such adjustment reflected on the next invoice following the determination thereof. Invoices may include adjustments for resettlement of prior period charges or credits related to activity in the

EIM and properly charged or credited to Gillette under this Agreement and its associated Schedules.

(b) Payments. Payments due under this Agreement shall be due and payable by check or by electronic funds transfer, as designated by BHP, on or before the fifteenth (15^{th}) business day following receipt of the consolidated billing invoice, unless the Parties agree otherwise in a particular instance. Remittances received by mail will be considered to have been paid when due if the postmark indicates the payment was mailed on or before the fifteenth (15^{th}) business day following receipt of the consolidated billing invoice. If the amount due is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the SOFR three- month rate published on the date of the invoice in *The Wall Street Journal* plus three hundred basis points (or, if *The Wall Street Journal* is not published on that day, the next succeeding date of publication). If the due date occurs on a day that is not a business day, the late payment charge shall begin to accrue on the next succeeding business day. For purposes of this Section 8.03, the term "business day" shall mean any day except Saturday, Sunday or days generally observed as holidays by banks in New York, New York.

(c) Billing Disputes. Gillette may dispute invoiced amounts but shall pay to

BHP at least the undisputed portion of invoiced amounts on or before the invoice due date. When the billing dispute is resolved, the Party owing shall pay the amount owed within five (5) business days of the date of such resolution, with late payment interest charges calculated on the amount owed in accordance with the provisions of Section 8.03(b). Undisputed portions of amounts invoiced under this Agreement shall be paid on or before the due date or shall be subject to the late payment interest charges set forth in Section 8.03(b).

8.04 Waivers. Any waiver at any time by either Party of any right with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. Any delay, short of the statutory period of limitation, in asserting or enforcing any right under this Agreement, shall not be deemed a waiver of such right.

8.05 Assignment: Successors and Assigns

(a) Except as permitted in this Section 8.05, neither Party shall assign this Agreement, or any portion thereof, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, that (i) at least thirty (30) days prior notice of any such assignment shall be given to the other Party; (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party, and no assignment, whether or not consented to, shall relieve the assignor of its obligations hereunder in the event the

assignee fails to perform, unless the other Party agrees in writing in advance to waive the assignor's continuing obligations pursuant to this Agreement; and (iii) before any assignment, the assignee must first obtain such approvals as may be required by all applicable regulatory bodies.

(b) Gillette's consent shall not be required for BHP to assign this Agreement to an affiliate of BHP, provided that BHP provides assurances and executes documents reasonably required by Gillette regarding BHP's continued liability for all of BHP's obligations under this Agreement in the event of any nonperformance on the part of such assignee.

(c) Each Party agrees that the other Party may assign, mortgage, pledge, or otherwise encumber all or any portion of the other Party's interest in and to this Agreement in favor of any lender or other entity providing project-level financing to such Party, and their successors and assigns. Each of the Parties agree to execute such documents as reasonably may be requested by any such lender or subsequent assignee to evidence and acknowledge its consent and the effectiveness of any such assignment or lien, to the extent that such documents do not reduce its rights or increase its obligations under this Agreement.

(d) This Agreement shall inure to and be binding upon the successors in interest of substantially all the electric properties of the respective Parties.

8.06 No Third-Party Beneficiaries. This Agreement does not create rights of any character whatsoever in favor of any person, corporation, association, entity, or power suppliers,

other than the Parties, and the obligations herein assumed by the Parties are solely for the use and benefit of said Parties. Nothing in this Agreement shall be construed as permitting or vesting, or attempting to permit or vest, in any person, corporation, association, entity, or power suppliers, other than the Parties, any rights hereunder or in any of the Generating Units or other assets owned by the Parties, or the use thereof.

8.07 Amendment. It is contemplated by the Parties that it may be appropriate from time to time to change, amend, or supplement this Agreement. This Agreement may be changed, amended, modified, or supplemented by an instrument in writing executed by both Parties, subject to approval or acceptance for filing, if necessary, by the appropriate regulatory authorities.

8.08 Liability and Indemnification. Subject to any applicable state or federal law which may specifically restrict limitations on liability, and without limiting any of BHP's liabilities under the Wygen III Participation Agreement or the CT II O&M Agreement, BHP, in its capacity as agent for Gillette under this Agreement, will not have any liability to Gillette, either directly or as a result of any third-party claim, and irrespective of whether pursuant to a contract, tort, or other claim, for any claim, damage, liability, loss, obligation, cost, or expense incurred by Gillette and resulting or arising from activities in respect of, or any failure to act in respect of, BHP's obligations as agent for Gillette under this Agreement, except to the extent attributable to the negligence or willful misconduct of BHP (subject to the limitations and requirements set forth in Section 26.2 of the CT II O&M Agreement, which shall apply even if this Agreement survives the CT II O&M Agreement). Neither Party shall be liable to the other Party for any consequential, special, exemplary, or indirect damages, irrespective of whether

such damages were reasonably foreseeable or caused by the negligence of a Party, arising in connection with this Agreement.

8.09. Force Majeure. The term "Force Majeure" means any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance, sabotage or terrorist act, and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome. In addition to other Force Majeure events described herein, unavailability of physical energy supply shall be considered a Force Majeure under this Section, provided that reasonable efforts were taken to procure such supply. If, because of a Force Majeure, either Party is unable to carry out and perform any of its obligations under this Agreement (other than any obligation to make any required payment hereunder), and if that Party promptly gives the other Party written notice of the Force Majeure (including a description of the particulars of the Force Majeure, an estimate of its duration, and a description of its probable impact on the performance of the Party's obligations under this Agreement), then the obligations of the Party giving the notice will be suspended to the extent made necessary by the Force Majeure and during its continuance (but of no greater scope and no longer duration than the Force Majeure requires), provided the Party exercises commercially reasonable efforts to mitigate and overcome the effect of the Force Majeure (except that nothing herein shall be construed to require any Party to settle any strike or labor dispute in which it may be involved).

Any Party whose obligations have been suspended by reason of Force Majeure shall furnish timely, regular written reports updating the information in such Party's written notice and

provide such other information that the other Party reasonably requests.

8.10 Audit Rights. During the term of this Agreement, each Party, at any time, may review the previous twenty-four (24) months of records and supporting documents associated with the performance of billing arrangements under this Agreement. Audit rights pertaining to the last twenty-four (24) months of this Agreement must be asserted not later than one (1) year following the termination of this Agreement. If any audit discloses that an overpayment or an underpayment has been made, the amount of such overpayment or underpayment, for the applicable audit period, shall promptly be paid to the Party to whom it is owed by the other Party, with interest as determined pursuant to Section 8.03(b). Any inspection and audit may be made by Gillette directly, by Gillette's auditors or authorized representatives, or by representatives of any governmental authority with jurisdiction over Gillette.

8.11 Regulatory Changes or Approvals. If any regulatory agency having jurisdiction over either Party passes laws or regulations, or accepts or rejects regulatory filings, that make the obligations of this Agreement vary in any way other than that originally contemplated, then the Parties shall negotiate in good faith to make necessary amendments, if any, to this Agreement to conform the rights and obligations hereunder to the applicable laws or regulations so as to maintain the benefits of the bargain struck by the Parties on the date hereof.

8.12 Specific Performance. The Parties acknowledge and agree that in the event of a breach of this Agreement, the non-breaching Party may be irreparably harmed and may not be made whole by monetary damages. It is accordingly agreed that, in addition to the other remedies available under this Agreement to which a Party may be entitled to at law or in equity, the Parties shall be entitled to compel specific performance of this Agreement.

8.13 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved in a manner consistent with the dispute resolution procedures of the CT II O&M Agreement.

8.14 Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the applicable laws of the State of Wyoming.

8.15 Section Headings. The descriptive headings of the Articles and sections of this Agreement are used for convenience only, and shall not modify or restrict any of the terms and provisions thereof.

8.16 Governmental Immunity. Gillette does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-120 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

8.17 If during the term of this Agreement, BHP joins or is required to join a Regional Transmission Organization ("RTO"), or Independent System Operator ("ISO"), the Parties agree to negotiate in good faith to make adjustments to this Agreement or its schedules, as might be necessary, to accommodate services under that structure. Mutually agreed upon adjustments will be documented in a written instrument signed by the Parties. If the Parties cannot reach mutual agreement on any such adjustments, either has the right to terminate the Agreement with 90 days' notice, provided however, the Parties have participated in good faith negotiations for a period of at least 180 days. [*Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their duly authorized officers on the day and year first above written.

BLACK HILLS POWER, INC.	CITY OF GILLETTE, WYOMING
_____	_____
Name:_____	Name: Shay Lundvall, Mayor
Title: _____	(Seal) ATTEST:
	_____ Alicia Allen, City Clerk

SCHEDULE A

Compensation for Dispatch-Related Services

Gillette shall pay for generation dispatch-related services monthly, based upon Black Hills Service Company, LLC's ("BHSC") generation dispatch and energy management department operations and maintenance costs ("Monthly Departmental Costs"). Monthly Departmental Costs will be determined by totaling the costs accrued by BHSC in that month in the generation dispatch and energy management department. The generation dispatch and energy management department shall then record its costs to FERC Accounts 556, 926, or other appropriate accounts based on the actual duties performed by department personnel or the type of expense incurred by the generation dispatch and energy management department in the performance of those duties, with such costs to be allocated to the appropriate FERC account based on the description for each such account in FERC's Uniform System of Accounts regulations, 18 C.F.R. Part 101.

The total Monthly Departmental Costs that will be allocated to Gillette will be based on a ratio (i) the numerator of which is the total gross capacity of the resources identified in Schedule B under "Dispatched Resources - Gillette" and (ii) the denominator of which is the total gross capacity of all Dispatched Resources identified in Schedule B (in either case as Schedule B may be revised from time to time in accordance with Section 4.03 of this Agreement). If the BHW Minimum Payment is triggered as described in Section 2.3, the total Monthly Departmental Costs will be reduced by the BHW Minimum Payment before the allocation to Gillette described in the previous sentence occurs. In addition, but without double-counting, Gillette shall reimburse BHP for any and all charges for applicable transmission costs, ancillary services costs,

governmental impositions, and third-party costs incurred by BHP as a result of the Dispatch Services provided by BHP under this Agreement.

SCHEDULE B

Capacity Resources

Dispatched Resources - Black Hills Power	**Gross Capacity**
Ben French Diesels	10.0 MW
Ben French CTs	80.0 MW
Lange CT	40.0 MW
Neil Simpson II	90.0 MW
Neil Simpson CT	40.0 MW
Happy Jack Long-Term Purchase	13.7 MW
Silver Sage Long-Term Purchase	20.0 MW
Wygen III - 52%	57.2 MW
Wyodak - 20%	72.4 MW
PRPA Wind PPA	12.0 MW
Corriedale Wind Farm	32.5 MW
Fall River Solar PPA	80.0 MW
Cheyenne Prairie Generating Station (CPGS) I - 57.89%	55.0 MW
TOTAL	**602.8 MW**

Dispatched Resources - Cheyenne Light, Fuel & Power Co.	**Gross Capacity**
Wygen II	95.0 MW
Wygen I	60.0 MW
Happy Jack Long-Term Purchase	13.7 MW
Silver Sage Long-Term Purchase	10.0 MW
Corriedale Wind Farm	20.0 MW
Cheyenne Prairie Generating Station (CPGS) I - 42.11%	40.0 MW
Cheyenne Prairie Generating Station (CPGS) II	37.0 MW
Roundhouse II Wind Generation	106.0 MW
South Cheyenne Solar Generation	150.0 MW
TOTAL	**531.7 MW**

Dispatched Resources - Black Hills Colorado Electric, LLC	**Gross Capacity**
Pueblo Diesels	8.0 MW
Rocky Ford Diesels	10.0 MW
Airport Diesels	10.0 MW
Pueblo Airport Generation Station (PAGS)	380.0 MW
Busch Ranch Wind Farm - 50%	14.5 MW
Black Hills Colorado Wind Farm-Term Purchase	14.5 MW
Peak View	60.0 MW
PAGS Unit 6	40.0 MW
Busch Ranch II	59.4 MW
Spring Canyon Wind PPA	60.0 MW
TOTAL	**656.4 MW**

Dispatched Resources - Black Hills Wyoming	**Gross Capacity**
N/A	0.0 MW
TOTAL	**0.0 MW**

Dispatched Resources - MDU	**Gross Capacity**
Wygen III-25.0%	27.5 MW
TOTAL	**27.5 MW**

Dispatched Resources - City of Gillette	**Gross Capacity**
Wygen III - 23%	25.3 MW
Wygen I PPA	5.0 MW
Gillette CT	40.0 MW
WAPA Allocation	5.0MW
TOTAL	**75.3 MW**

SCHEDULE C

Compensation for Replacement Energy and Peaking Energy

The price of each MWh of Replacement Energy or Peaking Energy supplied by BHP under this Agreement shall equal the actual cost to BHP of supplying the Replacement Energy or Peaking Energy, plus applicable transmission costs, ancillary services costs, and governmental impositions, plus, for Peaking Energy, 10%. When determining the actual cost to BHP of supplying the Replacement Energy or Peaking Energy under the preceding sentence, (i) if the Replacement Energy or Peaking Energy is supplied from Capacity Resources, the actual cost will equal BHP's variable costs associated with supplying such Replacement Energy or Peaking Energy, and (ii) if the Replacement Energy or Peaking Energy is supplied from System Purchases, the actual cost will equal BHP's actual cost for the System Purchase used to satisfy BHP's supply obligations under this Agreement. For purposes of this Agreement, "variable costs" shall mean start-up costs (if applicable) and costs that change directly with the amount of energy produced (including costs for fuel, lime, water, chemicals, and ash handling and disposal).

If a need for Replacement Energy arises after hour start, due to a dispatch signal from the EIM that reduces the output of Wygen III, BHP will provide Replacement Energy through the EIM and the actual cost will be the EIM settlement price at the appropriate EIM pricing node pursuant to Schedule F.

SCHEDULE D

Compensation for Substitute Economy Energy

Subject in all respects to BHW's right to supply Economy Energy under the Economy Energy PPA, BHP shall be entitled, during the term of the Economy Energy PPA, to supply Substitute Economy Energy to Gillette when the CT II Generating Cost ("CGC") exceeds the BHP Energy Cost ("BEC") for the relevant hour. In such case, BHP shall supply Substitute Economy Energy to Gillette at the "Substitute Economy Energy Price," which shall be calculated on a per MWh basis according to the following formula:

Substitute Economy Energy Price= BEC + ½(CGC-BEC)

Where:

BEC = "BHP Energy Cost," which means the cost to BHP of supplying a MWh of Substitute Economy Energy to Gillette, and which shall equal, as applicable, (i) BHP's hourly cost for Substitute Economy Energy acquired by BHP from a third party (including an Affiliate) including transmission costs to the Delivery Points, whether in the Day Ahead Market "the DA Market," the Hour Ahead Market "the HA Market," or otherwise (e.g., from a long-term power purchase agreement), or (ii) the hourly Variable Costs associated with Substitute Economy Energy supplied from BHP's own generation resources, as determined reasonably and in good faith by BHP. For this purpose, "Variable Costs" means, as applicable, start-up costs, transmission costs, and costs that change directly with the amount of energy produced or supplied, as the case may be (including, as applicable, costs for fuel, lime, water, chemicals, and ash handling and disposal); and

CGC = "CT II Generating Cost," which shall be calculated on an hourly basis in the manner set forth in the Economy Energy PPA.

SCHEDULE E

Compensation for Planning Reserves and Natural Gas Services

1. Planning Reserves

BHP will provide Planning Reserves to Gillette for a monthly fee (the "Planning Reserve Fee") equal to the product of:

- The greater of 70.3 MW or Gillette's Forecast Peak Demand; multiplied by:
- The planning reserves percentage used by BHP for its own Load and other energy supply obligations (currently, 15%); multiplied by:
- A $/MW charge determined by (i) adding the following fixed charges, for the calendar year two years earlier, associated with the resources used by BHP to supply such planning reserves (the "Planning Reserve Resources"): insurance premiums, interest expenses, equity returns, property taxes, and federal income taxes (the "Planning Reserve Fixed Charges"), (ii) dividing that sum by 12 to establish a monthly fixed charge amount, and (iii) dividing that quotient by the gross capacity of the Planning Reserve Resources.

If any of the Planning Reserve Fixed Charges are allocated internally among BHP and its affiliates, or among assets of BHP and its affiliates, pursuant to a cost allocation methodology (and provided that such costs are commercially reasonable and allocated to BHP or the Planning Reserve Resources on the same basis that corresponding costs are allocated to BHP's affiliates or other generating resources, as the case may be, or otherwise on a reasonable basis that shall be without adverse distinction to the Planning Reserve Resources), then such Planning Reserve Fixed Charges will be determined using such methodology.

In establishing the Planning Reserve Fixed Charge referred to above as "equity returns," BHP will apply (i) the debt-to-equity ratio and return on equity components of its capital structure utilized by the Wyoming Public Service Commission in BHP's then-most recently concluded rate case to set rates for BHP's electric utility customers in Wyoming (or, in the event that BHP no longer has electric utility customers in Wyoming, then BHP's capital structure used by the applicable regulatory authority in BHP's then-most-recently concluded rate case to set rates for BHP's electric utility customers in the state with the highest number of BHP's electric utility customers, and in the event that BHP no longer has electric utility customers in the United States, then BHP's capital structure last used to calculate equity returns hereunder), to (ii) the net book value of the Planning Reserve Resources as of the last day of the year two years prior to the year in respect of which the Planning Reserve Fixed Charges are determined.

Any Planning Reserve Fixed Charges not covered by either of the two preceding paragraphs will be determined by BHP on a reasonable basis.

For clarity, the net book value of the Planning Reserve Resources as of December 31, 2021 and the Planning Reserve Fixed Charges in 2021 will be used to determine the Planning Reserve Fee for 2023.

BHP will provide Gillette with an estimate of the Planning Reserve Fee on or before December 10 of the preceding year (together with the underlying information and calculations); provided, however, that BHP may reasonably adjust the Planning Reserve Fee at any time to take into account corrected or updated information (e.g., if actual numbers differ from estimates) or other changed circumstances (e.g., BHP's use of a different Planning Reserve Resource).

2. Natural Gas Services

Gillette shall be responsible for payment of the following charges:

The actual Cost of Gas procured by BHP and delivered to Gillette at the Natural Gas Delivery Point, plus the Natural Gas Procurement Fee.

The "Cost of Gas" shall be defined as the commodity price paid by BHP, along with the cost of all storage, interstate pipeline transportation costs, and other costs paid by BHP to provide the Natural Gas Services, along with any lost and unaccounted for gas, fuel, scheduling or imbalance fees, penalties, or other charges incurred by BHP in accordance with Good Utility Practice from any and all transporting pipelines as a result of the procurement of natural gas transportation services in support of the CT II Facility.

The "Natural Gas Procurement Fee" shall be defined as the fee paid by Gillette for the Natural Gas Services, determined by allocating a pro rata portion of BHP's allocated share of imbedded gas supply costs. Gillette's pro rata portion of imbedded gas supply costs shall be calculated by determining the percentage of natural gas commodity procured in support of the CT II Facility, among all the natural gas commodity procured to support all of the generation resources for which BHP supports the arrangement of natural gas supply.

SCHEDULE F

Procedures for EIM Settlements

Under this Agreement, Black Hills Power is responsible for all generation related settlements and resettlements with the EIM. Settlements and resettlements are then allocated by Black Hills Power to Gillette and other participating GDEMA parties as set forth in this Schedule F. This Schedule F provides the allocation methodology and includes a list of potentially applicable EIM charge codes.

Black Hills Power will allocate any settlements charges or credits, which are specific to Gillette resources directly to Gillette. The Parties also have a jointly owned Generating Resource, Wygen III. To the extent EIM charges or credits are specific to Wygen III, BHP will allocate those charges or credits in proportion to the Parties' ownership or contracted share as is reflected in Schedule F(1). Any EIM charges or credits that cannot be directly assigned to a specific resource of a GDEMA party will be allocated to all GDEMA parties based on a ratio of which the numerator is the total gross capacity of Gillette's resources identified in Schedule F(1) below as "EIM Resources-City of Gillette" and the denominator of which is the total gross capacity of all GDEMA party resources managed by BHP through its PRSC Agreement with CAISO and identified in Schedule F(1) below.

BHP will net Gillette's EIM charges and credits each month to determine any EIM charge owed by or credit owed to Gillette.

Schedule F(1)

EIM Resources

EIM Resources-Black Hills Power	**Gross Capacity**
Ben French Diesels	10.0 MW
Ben French CTs	80.0 MW
Lange CT	40.0 MW
Neil Simpson II	90.0 MW
Neil Simpson CT	40.0 MW
Happy Jack Long-Term Purchase	13.7 MW
Silver Sage Long-Term Purchase	20.0 MW
Wygen III - 52.0%	57.2 MW
Wyodak - 20.0%	72.4 MW
PRPA Wind PPA	12.0 MW
Corriedale Wind Farm	32.5 MW
Fall River Solar PPA	80.0 MW
Cheyenne Prairie Generating Station (CPGS) I - 57.89%	55.0 MW
TOTAL	**602.8 MW**

EIM Resources-Cheyenne Light, Fuel & Power Co.	**Gross Capacity**
Wygen II	95.0 MW
Happy Jack Long-Term Purchase	13.7 MW
Silver Sage Long-Term Purchase	10.0 MW
Corriedale Wind Farm	20.0 MW
Cheyenne Prairie Generating Station (CPGS) I - 42.11%	40.0 MW
Cheyenne Prairie Generating Station (CPGS) II	37.0 MW
Roundhouse II Wind Generation	106.0 MW
South Cheyenne Solar Generation	150.0 MW
Wygen I	60.0 MW
TOTAL	**531.7 MW**

EIM Resources-Black Hills Wyoming	**Gross Capacity**
N/A	MW
TOTAL	**MW**

EIM Resources-MDU	**Gross Capacity**
Wygen III - 25.0%	27.5 MW
TOTAL	**27.5 MW**

EIM Resources-City of Gillette	**Gross Capacity**
Wygen III - 23.0%	25.3 MW
Wygen I PPA	5.0 MW
Gillette CT	40.0 MW
WAPA Allocation	5.0 MW
TOTAL	**75.3 MW**

Schedule F(2)

CAISO Charge Code Allocation

EIM Charge Code*		Allocation
1592	- Enforcement Protocol Penalty Allocation Payment	BHP
2999	- Default Invoice Interest Payment	BHP
3999	- Default Invoice Interest Charge	BHP
5024	- Invoice Late Payment Penalty	BHP
5025	- Collateral Late Payment Penalty	BHP
5900	- Shortfall Receipt Distribution	BHP
5901	- Shortfall Allocation Reversal	BHP
5910	- Shortfall Allocation	BHP
7989	- Invoice Deviation Interest Distribution	BHP
7999	- Invoice Deviation Interest Allocation l	BHP
491	- Greenhouse Gas Emission Cost Revenue	BHP
64600	- FMM Instructed Imbalance Energy EIM Settlement	Resource direct charge
64700	- Real Time Instructed Imbalance Energy EIM Settlement	Resource direct charge
64750	- Real Time Uninstructed Imbalance Energy EIM Settlement	Resource direct charge
66200	- RTM Bid Cost Recovery EIM Settlement	Resource direct charge
701	- Forecasting Service Fee	Resource direct charge
7070	- Flexible Ramp Forecast Movement Settlement	Resource direct charge
7071	- Flexible Ramp Up Uncertainty Capacity Settlement	Resource direct charge
7081	- Flexible Ramp Down Uncertainty Capacity Settlement	Resource direct charge
4515	- GMC Bid Transaction Fee	Ratio
4564	- GMC EIM Transaction Charge	Ratio
4575	- GMC Scheduling Coordinator ID Charge	Ratio
5912	- Default Loss Allocation	Ratio
8526	- Generator Interconnection Process GIP Forfeited Deposit Allocation PTB	Ratio
7077	- Daily Flexible Ramp Up Uncertainty Award	Ratio
7078	- Monthly Flexible Ramp Up Uncertainty Award Allocation	Ratio
7087	- Daily Flexible Ramp Down Uncertainty Award Allocation	Ratio
7088	- Monthly Flexible Ramp Down Uncertainty Award Allocation	Ratio

* In the event that CAISO adds new EIM Charge Codes, BHP will use the allocation methodology (direct charge, ratio or retained) based on the character of the new EIM charge code as compared to these existing charges and in a manner most comparable to that assigned for charges above without having to update this Schedule.

SCHEDULE G

Capacity Sharing Services and Compensation

Each party retains ownership and control of its own generation units. Excess Capacity of either Party can be shared between the Parties as needed. Either Party may utilize the other's Excess Capacity, if available, to meet the supply adequacy tests utilized by the CAISO EIM. Capacity Sharing under this Schedule G may also be used to support Gillette in meeting its obligations to provide operating reserves under agreements for balancing authority services and reserve sharing. Capacity sharing transactions will be billed and netted monthly for each party.

Capacity Cost is a negotiated stated rate of $19.18 per MWh.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDED AND RESTATED GENERATION DISPATCH AND ENERGY MANAGEMENT AGREEMENT WITH BLACK HILLS POWER, INC.

WHEREAS, in order to provide safe, reliable, cost-efficient power to the City of Gillette, Wyoming ("City"), the City entered into several Power Purchase Agreements(s) (PPA) with multiple power generation entities; and

WHEREAS, the City owns a 23 megawatts (MW) share of the power generation facility at the WYGEN III unit, and a 40MW power generation facility at the CT II unit. Both facilities are located at the Neil Simpson Energy Complex ("Complex") east of the City; and

WHEREAS, Black Hills Power, Inc. ("BHP") manages and operates both facilities at the Complex on behalf of the City; and

WHEREAS, the City and BHP entered into an Amended and Restated Generation Dispatch and Energy Management Agreement ("GDEMA") on September 3, 2014; and

WHEREAS, the City and BHP entered into a Second Amended and Restated Generation Dispatch and Energy Management Agreement on June 2, 2020 ("2nd Amended GDEMA"); and

WHEREAS, the City and BHP entered into a Third Amended and Restated Generation Dispatch and Energy Management Agreement on December 20, 2022; and

WHEREAS, BHP will join the Western Energy Imbalance Market ("WEIM"); and

WHEREAS, upon execution of the 4th Amended and Restated Generation Dispatch and Energy Management Agreement, the City authorizes BHP to act on behalf of WEIM to plan, forecast, schedule, and dispatch all City-owned wholesale power generation assets including WYGEN III, CT II, WAPA, WYGEN I PPA, Replacement Energy, Economy Energy and Peaking Power.

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

1. The Mayor is authorized to execute the Fourth Amended and Restated Generation Dispatch and Energy Management Agreement with Black Hills Power, Inc
2. The Effective Date of this Agreement will be the Approval Date of the Federal Energy Regulatory Commission ("FERC"), or April 1, 2026, whichever is later.
3. The City Attorney is authorized to make adjustments to this Fourth Amended and Restated Generation Dispatch and Energy Management Agreement to address FERC review comments. In the event that the City Attorney determines in his discretion that the FERC review process requires substantial changes to this Agreement, the authorization granted under Paragraph 1 above is stayed until such time as the City Council can consider such changes.

PASSED, APPROVED, AND ADOPTED this ___20th___ day of __January_, 2026

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration to Authorize the Mayor to Execute a Service Agreement for Network Integration Transmission Service with Black Hills Power, Inc.

SUGGESTED ACTION:

I Move to Authorize the Mayor to Execute a Service Agreement for Network Integration Transmission Service with Black Hills Power, Inc.

CASE BACKGROUND:

The City of Gillette (City) operates and maintains approximately 28 miles of sixty-nine thousand volt (69kV) transmission line that interconnects with the greater electrical transmission system at Black Hill Power, Inc's ("BHP") substations of Neil Simpson 1 and Neil Simpson 2.

Last effective in October of 2003, the City and BHP entered into a Service Agreement for Network Integration Transmission Service ("NITS"). This service allows for the City to transmit energy and power from City resources; including WYGEN III, CT 2, WAPA, WYGEN I Purchased Power, Replacement Energy, Economy Energy, and Peaking Power from their point of origin to the City's interconnection through the transmission system administered by BHP.

This new NITS agreement is amended from the 2003 version to recognize changes in the larger bulk electric system as consequence of BHP creating a new Balancing Authority ("BA") effective April 1, 2026.

No change in City cost or operations are expected from this updated NITS agreement.

STAFF REFERENCE:

Joff Pilon, P.E., Utilities Director

ATTACHMENTS:
Network Integration Service Agreement

ATTACHMENT F

SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 This Service Agreement, dated as of January ___, 2026, is entered into, by and between Black Hills Power, Inc. as Tariff Administrator for the Transmission Provider, which consists of Black Hills Power, Inc., Basin Electric Power Cooperative and Powder River Energy Corporation (the Transmission Provider), and City of Gillette ("Transmission Customer").

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.

3.0 The Transmission Customer has provided the Transmission Provider an Application deposit in the amount of $__NA_____, in accordance with the provisions of Section 29.2 of the Tariff.

4.0 The Transmission Customer and the Transmission Provider have completed all necessary technical arrangements in accordance with the provisions of Sections 29.3 and 29.4 of the Tariff.

5.0 The Transmission Customer has executed a Network Operating Agreement with the Transmission Provider in accordance with Section 35.2 of the Tariff, as it may be amended from time to time.

6.0 Service under this Service Agreement shall commence on the later of: (1) ___April 1, 2026, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as mutually agreed upon. Service under this Service Agreement shall terminate on April 1, 2031.

7.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff, as it may be amended from time to time, and this Service Agreement.

8.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Director of Transmission
Black Hills Power, Inc.,
409 Deadwood Avenue,
Rapid City, SD 57702
1-605-721-2273
Fax: 605-721-2572

Transmission Customer:

Utilities Director
City of Gillette
611 N. Exchange Ave
Gillette, WY 82716
email: wholesalepower@gillettewy.gov

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By:_____ _____ _____
Name Title Date

Transmission Customer:

By: _____ _____ _____
Name Title Date

Specifications for
Network Integration Transmission Service

1.0 Term of Service: Five (5) years

Start Date: April 1, 2026

Termination Date: April 1, 2031

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

The Transmission Provider will provide Network Integration Transmission Service over the Transmission Provider's Transmission System for the delivery of all capacity and energy from the Network Customer's Designated Network Resources to the Network Customer's designated Network Load.

All transactions originate in the Black Hills Power Balancing Authority other than the WAPA Allocation which originates outside the Black Hills Power Balancing Authority.

3.0 Network Resources:

Wygen III - 23.0%	25.3 MW
Wygen I PPA	5.0 MW
Gillette CT	40.0 MW
WAPA Allocation	5.0 MW
TOTAL	75.3 MW

Total Network Resources: 75.3 MW

4.0 Network Loads:
City of Gillette

Total Network Loads: 93.8 MW

5.0 Designation of party(ies) subject to reciprocal service obligation: N/A

6.0 Name of any Intervening systems providing transmission service: PacifiCorp and Western Area Power Administration

7.0 Service under this Agreement may be subject to some combination of the charges detailed below.

7.1 Monthly Charge for Transmission Service: See Schedule 11 to the Tariff

7.2 System Impact and/or Facilities Study Charge(s): N/A

7.3 Direct Assignment Facilities Charge: N/A

7.4 Ancillary Services Charges:

Ancillary Service	**Charge Methodology**
Scheduling, System Control, and Dispatch Service: Schedule 1	Provided under Balancing Authority Agreement
Reactive Supply and Voltage Control Service: Schedule 2	Provided under Balancing Authority Agreement
Regulation and Frequency Response Service: Schedule 3	Provided under Balancing Authority Agreement
Regulation and Frequency Response Service: Schedule 3A	N/A
Energy Imbalance Service: Schedule 4 and 4A	Provided under Balancing Authority Agreement
Operating Reserves – Spinning Reserve Service: Schedule 5	Self-Supplied Through Sub-Entity Reserve Sharing Agreement with Black Hills Power and its Generation Dispatch Energy Management Agreement
Operating Reserves – Supplemental Reserve Service: Schedule 6	Self-Supplied Through Sub-Entity Reserve Sharing Agreement with Black Hills Power and its Generation Dispatch Energy Management Agreement
Generator Imbalance Service: Schedule 13	Schedule 13 - Self-Supplied through its Generation Dispatch and Energy Management Agreement Schedule 13A – Provided under Balancing Authority Agreement
Real Power Losses	Provided under Balancing Authority Agreement

7.5 Redispatch Charges:

Per Section 34.4 of the Tariff

7.6 Annual Charge:
The Transmission Customer shall pay the Annual Charge specified in Schedule 11 of the Tariff for its entire Network Load.

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration to Authorize the Mayor to Execute the Network Operation Agreement with Black Hills Power, Inc.

SUGGESTED ACTION:

I Move to Authorize the Mayor to Execute the Network Operation Agreement with Black Hills Power, Inc.

CASE BACKGROUND:

The City of Gillette (City) operates and maintains approximately 28 miles of sixty-nine thousand volt (69kV) transmission line that interconnects with the greater electrical transmission system at Black Hill Power, Inc's ("BHP") substations of Neil Simpson 1 and Neil Simpson 2.

Last effective in December of 2004, the City and BHP entered into a Network Operating Agreement ("NOA"), which is paired with Service Agreement for Network Integration Transmission Service ("NITS"). While the NITS agreement allows for the delivery of City energy and capacity resources to be dispatched from their point of origin to the City's connection points with the Bulk Electric System ("BES"), the NOA details the responsibilities of the City and BHP in order to ensure the stability and reliability of the BES as it is affected by the City's usage of such.

This new NOA is amended from the 2004 version to recognize changes in the larger bulk electric system as consequence of BHP creating a new Balancing Authority ("BA") effective April 1, 2026.

No change in City cost or operations are expected from this updated NOA agreement.

STAFF REFERENCE:

Joff Pilon, P.E. Utilities Director

ATTACHMENTS:
Network Operating Agreement

Network Operating Agreement

This Network Operating Agreement ("Agreement"), dated as of January ___, 2026, is made and entered by and between Black Hills Power, Inc. ("Company"), as Tariff Administrator for the Transmission Provider, which consists of Black Hills Power, Inc., Basin Electric Power Cooperative and Powder River Energy Corporation ("Transmission Provider"), and City of Gillette ("Customer") each of whom may be referred to individually as "Party" or jointly as "Parties".

1. Purpose of Agreement

By this Agreement, the Company and Customer agree that the provisions of this Agreement and that certain Service Agreement for Network Integration Transmission Service between Customer and the Company ("Service Agreement") under the Joint Open Access Transmission Tariff of Black Hills Power, Inc., Basin Electric Power Cooperative, and Powder River Energy Corporation ("Tariff") as it may be amended from time to time, govern the Company's provision of Network Integration Transmission Service to the Customer in accordance with the Tariff.

2. Term

This Agreement shall commence on the later of: (1) April 1, 2026, or (2) such other date as it is permitted to become effective by the Commission. This agreement shall terminate on April 1, 2031.

3. Network Operating Committee

A. Membership. A Network Operating Committee shall be created, composed of at least one representative from the Company and one representative from the Customer or their designated agents.

B. Responsibilities. The Network Operating Committee shall: (1) coordinate operating criteria and informal communications for the Parties' respective responsibilities under this Agreement; and (2) review Network Resources and Network Loads on an annual basis in order to assess the adequacy of the transmission network.

C. Authority. The Network Operating Committee will not have any authority to modify or bypass the Company's Tariff or the Service Agreements under such Tariff.

D. Coordination. Each Party is responsible for complying with all WECC and NERC criteria as it relates to the service provided or taken hereunder.

4. Points of Delivery and Receipt

The Points of Delivery into the Company's network are at the following locations: Wyodak.

The Points of Receipt out of the Company's network are at the following locations: Wyodak and points of interconnect within Company's network for delivery of service to 69kV and below distribution system.

5. Service Conditions

A. **Frequency.** Power and energy delivered under this Agreement shall be delivered as three-phase alternating current at a frequency of approximately 60 Hertz, and at the nominal voltages at the delivery and receipt points.

B. **Mitigation of Abnormal System Conditions.** The Parties recognize that operating and technical

problems may arise in the control of the frequency and in the flow of real and reactive power over the interconnected transmission systems. When abnormal operating conditions arise, the Parties will coordinate to assure that, as nearly as practicable, the delivery and receipt of power and energy hereunder shall be accomplished in such manner as to cause the least interference with each Party's interconnected system.

C. **Procedures for Interconnection and Operation.** A Customer interconnecting with the Company's Transmission System is obligated to follow the practices and procedures as outlined in the Company's Tariff.

D. **Continuity of Deliveries.** Power and energy delivered under this Agreement shall be furnished as scheduled except for interruptions or curtailments in service caused by an Uncontrollable Force, or by operation of devices installed for system protection, or by the necessary installation, maintenance, repair, and replacement of facilities. Such interruptions or reductions in service, as hereinbefore set forth shall not constitute a breach of this Agreement, and neither Party shall be liable to the other for damages resulting there from. Except in case of an emergency, the Company shall give reasonable advance notice of temporary interruptions or curtailments in service necessary for such installation, maintenance, repair and replacement of facilities, and shall, to the extent reasonable, schedule such interruptions or curtailments so as to cause the least inconvenience to Customer.

E. **Load Shedding:**

i. Load Shedding Requirements. The Parties shall implement load-shedding programs to maintain the reliability and integrity of the Transmission System, as provided in Section 33.6 of the Joint Tariff, in accordance with NERC and WECC guidelines, requirements, and Good Utility Practice. Load shedding may include: (1) automatic load shedding; (2) manual transmission or distribution system load shedding; (3) rotating interruption of customer load; or (4) under-voltage load shedding. When manual load shedding or rotating interruptions are necessary, the Transmission Provider shall notify the Transmission Customer of the required action, and the Transmission Customer shall comply immediately.

ii. Coordination of Load Shedding. The Transmission Customer shall coordinate with the Transmission Provider to ensure sufficient under-frequency and emergency load shedding equipment is in place on their respective systems to meet the requirements of NERC and WECC standards. The Transmission Customer and the Transmission Provider shall develop a plan for under-frequency and emergency load shedding to meet the requirements of NERC and WECC standards.

iii. Future Load Shedding Requirements. Both the Transmission Customer and Transmission Provider recognize that future additions of load shedding equipment shall be installed in a manner to proportionally share the overall responsibility based on the respective loads of the Transmission Customer and the Transmission Provider.

6. Recognition of Flow of Power and Energy

A. It is recognized by the Parties that the Company's transmission system is, and will be, directly or indirectly interconnected with transmission systems owned or operated by others, that the flow of power and energy between such systems will be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated, and that part of the power and energy being delivered under this Agreement may flow through such other

systems rather than through the facilities of the Company. The Network Operating Committee shall from time to time, determine methods and take reasonably appropriate action:

i. To establish accounting and operating procedures to be followed in calculating the amounts of power and energy delivered and received hereunder, and

ii. To assure maximum deliveries of power and energy at the points of receipt and delivery hereunder and at such additional or alternate points of receipt and delivery as may be established by the Parties.

B. Each Party will at all times cooperate with other third-party transmission providers of interconnected systems in establishment of arrangements which may be necessary to relieve any hardship in such other systems caused by energy flows of scheduled deliveries hereunder.

7. Metering

A. Suitable metering equipment shall be installed by the Customer for determining the actual flow of power and energy at the points of receipt and delivery hereunder. The Company, at its expense, shall have the right to install suitable metering equipment for the purpose of checking the meters installed by the Customer.

B. Meters will be read by the Company on or about the first day of each month and may be simultaneously read by the Customer for its own tracking. In the event Company and Customer meters are installed at the same point of delivery, differences in Customer metered energy and Company metered energy quantities used in daily energy accounting shall be reconciled periodically.

C. The Customer shall inspect its metering equipment for accuracy in registration at least biennially and at its own expense. The Customer shall also perform meter tests at the request of the Company within normal business hours. If any metering equipment test shows the Customer's metering equipment to not be accurate within ± 2%, the Customer shall replace such equipment with accurate equipment or restore the existing equipment to accurate registration at the Customer's own expense. If a metering test requested by the Company shows the Customer's equipment to be registering accurately within ± 2%, the Company shall pay the costs of such test. All meter test information shall be submitted to the Company.

D. If any metering equipment fails to register at any time, or if the registration thereof is so erratic as to be meaningless, the power and energy delivered shall be agreed upon by the Parties from the best available data.

E. In addition to meter records, each Party shall keep the prior three years of log sheets and other supplemental records as may be needed to afford a history of the amounts of power and energy delivered on behalf of the Customer. The originals of all such meter records and other records shall be open to inspection by representatives of each Party during regular business hours.

8. Automatic Generation Control and Communications

Customer shall provide automatic generation control, telemetering and communication facilities within the Transmission Service Provider area in order to fulfill its obligations under this Agreement.

9. Construction and Maintenance of Facilities

A. Coordination of Construction. Each Party shall keep the other Party informed as to its plans for

the construction of or changes in facilities which could affect the other Party's system, as provided for herein.

B. Coordination of Outages. The Parties, or their agents, shall coordinate scheduled outages of resources and transmission facilities utilized in connection with service under the Service Agreement with a view to having available at all times, to the greatest extent practicable, sufficient transmission resources to assure reliability of service under the Service Agreement.

10. Data, Information, and Reports

Forecast by Customer. Annually, the Customer or its designated agent shall furnish the Company a written forecast for the next ten (10) calendar years of the information set forth in currently effective Attachment K of the Tariff.

11. Records and Methods of Settlement

Customer or its designated agent shall maintain an accurate and detailed record of energy scheduled and received by it under this Agreement and the NITS Agreement, and shall each month furnish such information to the Company, which will be used to settle accounts between the Company and Customer.

12. Standard Provisions

A. **Dispute Resolution.** Disputes arising under this Agreement are subject to the dispute resolution procedures set forth in the Tariff.

B. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

C. **Applicable Law/Venue**. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wyoming, without regard to principles of conflicts of law. Venue for any action hereunder shall be FERC where subject to its jurisdiction, or otherwise any state or federal court located in the state of Wyoming.

D. **Headings.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

E. **Notice.** Any notice or request made to or by either Party in connection with this Agreement shall be made to the representative of the other Party as indicated below.

Company:
Supervisor OASIS & Transmission Services
Black Hills Power, Inc.
P.O. Box 1400
Rapid City, SD 57709
Email: transmissionservice@blackhillscorp.com

Customer:
Utilities Director
City of Gillette
611 N. Exchange Ave

Gillette, WY 82716
email: wholesalepower@gillettewy.gov

F. **Uncontrollable Force.** Neither Party shall be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of an Uncontrollable Force. The term "Uncontrollable Force" shall be deemed for the purposes hereof to include, among others, such causes as failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, collision or restraint or order by court or public authority having jurisdiction or other causes beyond the control of the Party affected, and which by exercise of due diligence and foresight could not reasonably have been avoided. Any Party unable to fulfill any obligation by reason of an Uncontrollable Force shall remove said inability with reasonable dispatch, except that any labor disturbance may be settled at the discretion of the Party affected thereby.

G. **Waivers.** No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the Party against whom enforcement is sought. Any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

H. **No Expansion of Governmental Immunity.** Other than for actions based on this Agreement, Customer has not waived or conceded any legally applicable defense of governmental immunity.

The Parties have caused this Network Operating Agreement to be executed by their respective authorized officials.

COMPANY:
Black Hills Power, Inc.

By: _____ _____
Brian Weber Date
VP, Transmission & Engineering Services

CUSTOMER:
City of Gillette

By: _____ _____
Shay Lundvall Date
Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Authorization for the Mayor to Execute a Quitclaim Deed Between the City of Gillette, Wyoming, and the Gillette Community College District Regarding Real Property Commonly Known as Tanner Village and Inspiration Hall upon Removal of Certain Title Encumbrances.

SUGGESTED ACTION:

I move to authorize the Mayor to Execute a Quitclaim Deed Between the City of Gillette, Wyoming, and the Gillette Community College District Regarding Real Property Commonly Known as Tanner Village and Inspiration Hall upon Removal of Certain Title Encumbrances.

CASE BACKGROUND:

This quitclaim deed follows the public hearing held on December 16, 2025, regarding the transfer of Tanner Village and Inspiration Hall to the College.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:
College Quitclaim Deed

QUITCLAIM DEED

The City of Gillette, Wyoming, a municipal corporation and city of the first class, whose address is 201 East Fifth Street, Gillette, Wyoming 82717 ("**Grantor**"), CONVEYS AND QUITCLAIMS to **Gillette Community College District, State of Wyoming**, a Wyoming Community College District, whose address is 300 W. Sinclair Drive, Gillette, Wyoming 82718 ("**Grantee**"), for Ten and 0/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, any interest **Grantor** may have in the following described real estate located in Campbell County, Wyoming; hereby releasing and waiving all rights under the homestead exemption laws of the State of Wyoming:

> Lots 1, 2, 3 and Tract E of Gillette College Planned Unit Development, a Resubdivision of Tract C, Gillette Tech Center Phase II, Gillette, Campbell County, Wyoming, according to the official plat thereof filed for record September 1, 2017 in Book 11 of Plats, Page 18 of the records of Campbell County, Wyoming.

(more commonly known as "Tanner Village").

> Tract C of Gillette Tech Center Phase III, a resubdivision of Lot 3, Block 5, Gillette Tech Center Phase I and Tract D, Gillette Tech Center Phase II, Campbell County, Wyoming, according to the official plat thereof filed for record, June 2, 2015 in Book 10 of Plats, Page 372 of the records of Campbell County, Wyoming.

(more commonly known as "Inspiration Hall").

and,

> Tracts B and D of Gillette Tech Center Phase III, a resubdivision of Lot 3, Block 5, Gillette Tech Center Phase I and Tract D, Gillette Tech Center Phase II, Campbell County, Wyoming, according to the official plat thereof filed for record, June 2, 2015 in Book 10 of Plats, Page 372 of the records of Campbell County, Wyoming.

TOGETHER WITH all rights, improvements, hereditaments, and appurtenances related to the above-referenced property.

SUBJECT TO all exceptions, easements, rights of way, reservations, covenants, restrictions, unpaid real estate taxes, liens, assessments, and encumbrances, if any, of sight and of record.

DATED this _____ day of _____ 2026.

GRANTOR: CITY OF GILLETTE, WYOMING

_____ _____
Shay Lundvall, Mayor of City of Gillette, Wyoming

(S E A L)
ATTEST:

_____
Alicia Allen, Gillette City Clerk

STATE OF WYOMING

COUNTY OF CAMPBELL

The above and foregoing Quitclaim Deed was acknowledged before me on this _____ day of _____, 2026 by Shay Lundvall, Mayor of the City of Gillette, Wyoming and Alicia Allen, City Clerk of the City of Gillette, Wyoming.

Witness my hand and official seal.

_____
Notary Public

Commission ID:

My Commission Expires:

_____

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Authorization for the Mayor to Execute a Quitclaim Deed Between the City of Gillette, Wyoming, and Campbell County Economic Development Corporation d/b/a Energy Capital Economic Development Regarding .60 acres of Vacant Land Near 345 Sinclair St., Gillette, WY 82718.

SUGGESTED ACTION:

I move to authorize the Mayor to Execute a Quitclaim Deed Between the City of Gillette, Wyoming, and Campbell County Economic Development Corporation d/b/a Energy Capital Economic Development Regarding .60 acres of Vacant Land Near 345 Sinclair St., Gillette, WY 82718.

CASE BACKGROUND:

The purpose of this transaction is transfer a sliver of property to ECED for purposes of a grant application for parking lot construction.

The land is appraised as valueless.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:
ECED Quitclaim Deed
Vesting Deed
Determination of Value

QUITCLAIM DEED

The City of Gillette, Wyoming, a municipal corporation and city of the first class, whose address is 201 East Fifth Street, Gillette, Wyoming 82717 ("**Grantor**"), CONVEYS AND QUITCLAIMS to **Campbell County Economic Development Corporation**, a Wyoming non-profit corporation, whose address is 345 Sinclair St., Gillette, Wyoming 82718 ("**Grantee**"), for Ten and 0/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, any interest **Grantor** may have in the following described real estate located in Campbell County, Wyoming; hereby releasing and waiving all rights under the homestead exemption laws of the State of Wyoming:

> A tract of land located in lot 14 (SESW) of Section 34 T.50N., R.72W. of the Sixth Principal Meridian Campbell County, Wyoming being more particularly described as follows:
>
> A Tract of land being bounded on the North by a tract of land described in Book 1944 Page 410 in the records of the Campbell County Clerk, Gillette, Wyoming, bounded on the East by the center ¼ Section line of said Section 34, bounded on the South by the South line of said Section 34, and bounded on the West by a line that is the Southerly extension of the west boundary line of said parcel in Book 1944 Page 410 to the South line of said Section 34.

TOGETHER WITH all rights, improvements, hereditaments, and appurtenances related to the above-referenced property.

SUBJECT TO all exceptions, easements, rights of way, reservations, covenants, restrictions, unpaid real estate taxes, liens, assessments, and encumbrances, if any, of sight and of record.

DATED this _____ day of _____ 2026.

GRANTOR: CITY OF GILLETTE, WYOMING

_____ _____
Shay Lundvall, Mayor of City of Gillette, Wyoming

(S E A L)
ATTEST:

_____
Alicia Allen, Gillette City Clerk

STATE OF WYOMING

COUNTY OF CAMPBELL

The above and foregoing Quitclaim Deed was acknowledged before me on this _____ day of _____, 2026 by Shay Lundvall, Mayor of the City of Gillette, Wyoming and Alicia Allen, City Clerk of the City of Gillette, Wyoming.

Witness my hand and official seal.

_____
Notary Public

Commission ID:

My Commission Expires:

_____

Recorded by First American Title

1018617 Book 2998 of PHOTOS

Page 00671

1018617

SPECIAL WARRANTY DEED

Robert F. Barlow, a single person, as gift does hereby sell, assign, transfer, quitclaim and set over unto the **City of Gillette, Wyoming**, whose address is P.O. Box 3003, Gillette, WY 82717, all of his right, title and interest in and to that certain tract of land situate in Campbell County, Wyoming, being described as follows:

A tract of land located in lot 14 (SESW) of Section 34 T.50N., R.72W. of the Sixth Principal Meridian Campbell County, Wyoming being more particularly described as follows:

A Tract of land being bounded on the North by a tract of land described in Book 1944 Page 410 in the records of the Campbell County Clerk, Gillette, Wyoming, bounded on the East by the center ¼ Section line of said Section 34, bounded on the South by the South line of said Section 34, and bounded on the West by a line that is the Southerly extension of the west boundary line of said parcel in Book 1944 Page 410 to the South line of said Section 34. Said tract is further shown and described on the drawing attached as Exhibit "A".

And the Grantor does specially warrant title to the above described property agreement claims arising by, through or under the Grantor, but not otherwise.

To have and to hold the within and forgoing property unto the **City of Gillette, Wyoming**, its successors and assigns.

DATED this 9th day of December, 2015.

Robert F. Barlow

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The within and forgoing instrument was acknowledged before me this 9th day of December, 2015 by Robert F. Barlow, a single person.

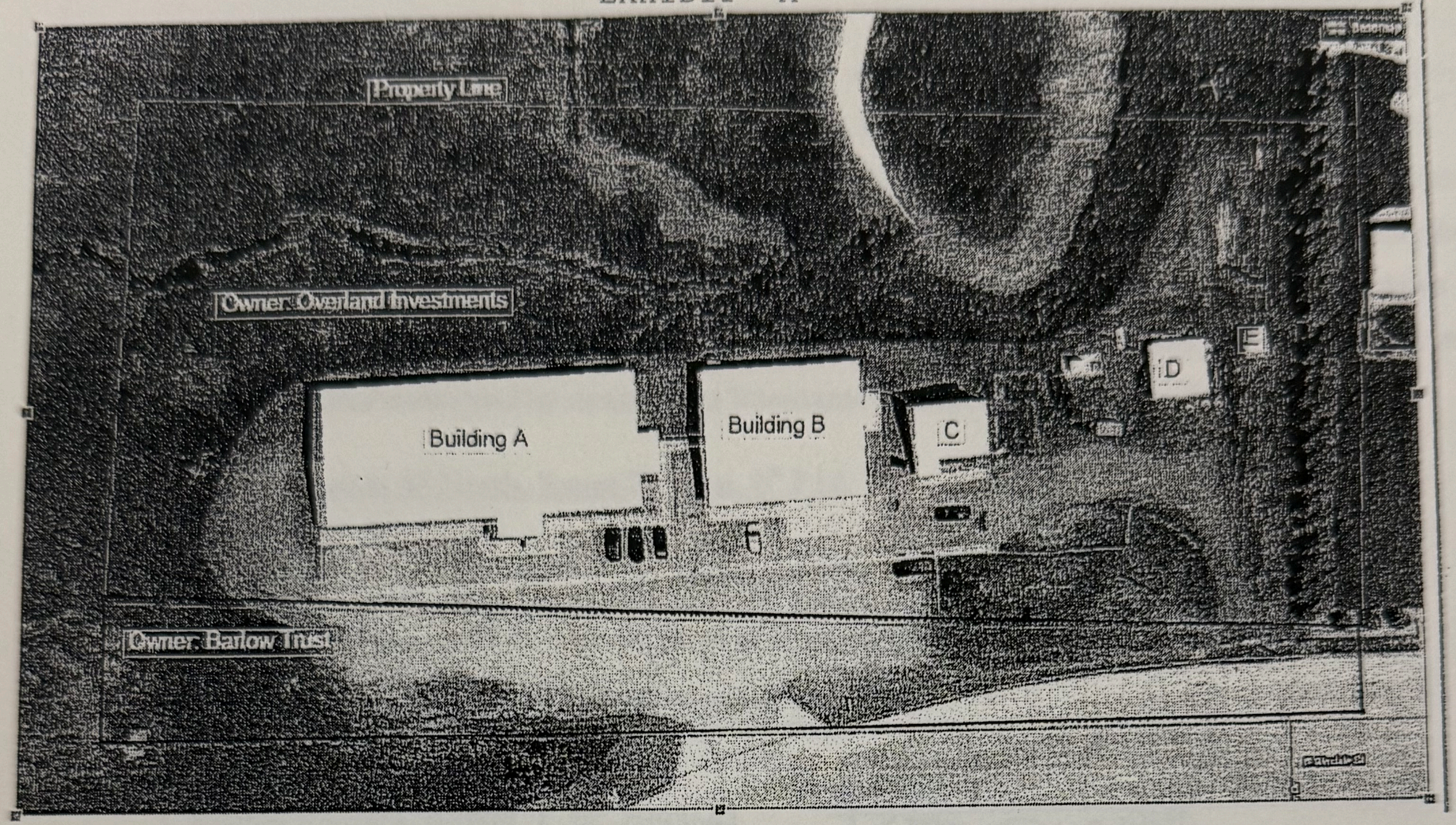
Witness my hand and official seal.

DAN B. RIGGS - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires June 7, 2016

My Commission Expires: 6/7/16

Notary Public

EXHIBIT "A"



RECEIVED
DEC 29 2015
CAMPBELL
COUNTY
CLERK

1018617 Recorded on 12/29/2015 at 4.50.00 Fee 15.00
Book 2998 of PHOTOS Pages 671 to 672
Susan F. Saunders. Campbell County Clerk by: J. HACKNEY

RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

ROBERT ZABEL

A sole proprietorship
e-mail: rzabel51@gmail.com

6305 Tassel Ave.
Gillette, Wyoming 82718
307-680-6340

Sean Brown, Esq
City of Gillette Attorney
201 E 5th St
Gillette, Wyoming 82716

December 2, 2025

Re: Vacant land at 345 Sinclair Street

Dear Mr Brown:

Following discussions earlier this fall regarding a vacant strip of land on the south edge of the parking lot at 345 Sinclair St and the request for an opinion of value, I offer the following comments. The property is also identified as Assesssor's Parcel Number R0059917, it contains 25,931 square feet or 0.60 acre.

The shape of this parcel and its relation to the surrounding properties has a significant negative impact on its marketability. See the accompanying satellite photograph. The subject tract is approximately 60 feet wide along the west end, approximately 39 feet wide at the east end, and roughly 550 feet long. Effectively, the east half of the parcel is used for access to the adjoining property, boulevard space, and part of the street. Accordingly, only the west half of the tract could be developed. No plat map was available but according to the Plat Map in Book 11, Page 302, this property appears to have been part of a 70 foot wide easement that was not used.

The lot is zoned A-L, Agriculture by the county and the adjoining Energy Capital Economic Development (ECED) property is zoned I-1, Light Industrial. Re-zoning to a commercial use would be possible but much better sites are available for commercial use and sales of such lots have been extremely slow in recent years. Based on the characteristics of the subject property and current market conditions this land only has utility as parking space for the adjoining ECED building.

Based on definitions provided in the Uniform Standards of Professional Appraisal Practice (USPAP) the appraiser considers this letter to be a summary of an oral appraisal report. Detail of the comparisons and reasoning is maintained in the appraiser's files.

Based on the inspection, available market data and analyses, assumptions, limiting conditions, and certifications, the appraiser's opinion of the values of the defined property rights as of the date of appraisal, November 18, 2025, is: **No Market Value.**

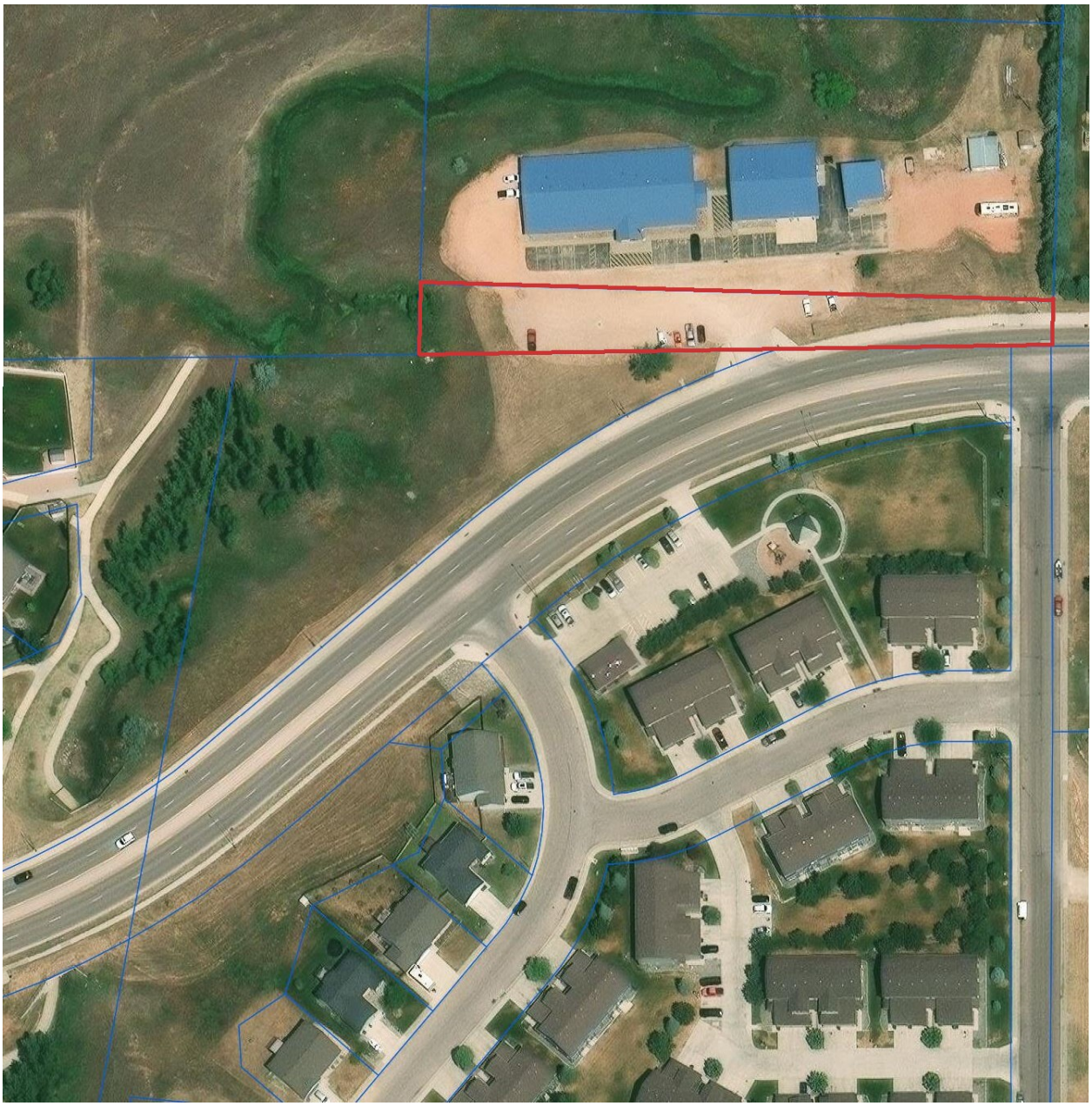
Sincerely,



Robert L. Zabel
Wyoming Certified General
Appraiser, Permit No. 279

File No. 10625

SUBJECT AERIAL PHOTOGRAPH
Land in front of 345 Sinclair Street, Gillette, Wyoming 82718



CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration of a Lease Between Graceland, A Nonprofit Corporation and The City of Gillette, Wyoming, Regarding 2910 South Douglas Highway, Gillette, WY 82718.

SUGGESTED ACTION:

I move to approve the Lease Between Graceland, A Nonprofit Corporation and The City of Gillette, Wyoming, Regarding 2910 South Douglas Highway, Gillette, WY 82718.

CASE BACKGROUND:

This lease relates to the purchase agreement council approved at its January 6th council meeting with David Schmidt. This land purchase was made pursuant to certain drainage projects at Dalbey Park. As a part of that purchase, council agreed to lease the premises back to Graceland so that it could continue providing Alcoholics Anonymous services to the community.

This lease accomplishes that be leasing the property back to Graceland for a nominal fee. The term of the lease is for five years, with automatic renewals unless one of the parties terminates the lease agreement.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:
Lease Agreement

LEASE BETWEEN
GRACELAND, A NONPROFIT CORPORATION AND
THE CITY OF GILLETTE, WYOMING

1. **Parties.** This Lease is made between Graceland, a registered Wyoming Nonprofit Corporation ("Lessee"), whose mailing address is PO Box 2703 Gillette WY 82717, and the City of Gillette, Campbell County, Wyoming ("Lessor" or "City"), whose address is 201 East 5th Street, Gillette, WY 82716. In consideration of the mutual covenants contained herein, the parties agree as follows:

   A. City's business address for notification under the terms of this lease is:

      City of Gillette, Wyoming
      201 East 5th Street
      Gillette, WY 82716

   B. Lessee's business address for notification under the terms of this lease is:

      Graceland
      PO Box 2703
      Gillette, WY 82717

   C. If the addresses listed above change, the party whose address has changed shall immediately notify the other party of the lease in writing.

2. **Purpose of Lease**

   A. City is the sole owner of the Premises described below and desires to lease the Premises to the Lessee for the purposes stated herein.

   B. The parties desire to enter a lease contract ("Lease") defining their rights, duties, and liabilities relating to the Premises.

   C. For consideration, City leases to Lessee utilization of the Premises for a ground lease, allowing the placement of Lessee's building to be located and utilized on the property located at 2910 South Douglas Highway, Gillette, WY 82718.

3. **Term of Lease.** City leases the above Premises for a term of five (5) year(s) commencing on the last date of signature. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the City and an authorized representative of the Lessee. The effective date of the Lease shall be the last date of signature, and the Lease shall commence on the last date of signature or on the date specified in the Term of Lease provision, whichever is later. This lease will automatically renew for subsequent five (5) year periods unless earlier terminated by either party at the time of renewal.

4. **Rent Payment.** The annual rent to be paid by Lessee to City shall be one dollar ($1.00). Rent for the first year shall be paid in full upon execution of the Lease. Thereafter, rent shall be paid in advance, on or before the first day of each year. All rental payments shall be made to City at the address specified above.

5. **Responsibilities of City**

A. **Quiet Enjoyment.** City warrants that Lessee shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by City if Lessee pays the rent and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

6. **Responsibilities of Lessee**

A. **Use of the Premises.**

(i) City authorizes Lessee exclusive right to use and operate the property for the purposes of providing a venue for non-commercial, not for profit support meetings associated with recovery from addiction in a non-discriminatory manner.

B. **Access to Premises.** Lessee shall permit City or its agents to enter the Premises at all reasonable hours to inspect the Premises.

C. **Maintenance**. Lessee shall be responsible for maintaining the Premises in its entirety, including, but not limited to, snow removal.

D. **Surrender of Possession.** Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to City free of sub-tenancies in good condition and repair.

E. **Surrender/Removal of Structures and Improvements.** Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and remove all structures from the Premises at the Lessee's expense, OR legally deliver any structures, improvements and related appurtenances to the City free of sub-tenancies in good condition and repair, whichever is agreed upon by the Parties.

F. **Taxes.** Lessee shall pay all taxes, assessments, or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the Premises.

G. **Utilities.** All applications and connections for necessary utility services to

the Premises, shall be made in the name of the Lessee only, and the Lessee shall be solely liable for utility charges as they become due, including but not limited to those for water, electricity, sewer, and garbage.

7. <u>Special Provisions</u>

A. **Alterations, Additions, and Improvements**

(i) Lessee shall not at any time during the Lease term, make alterations, additions, or improvements in and to the Premises, without prior written consent of the City. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Premises.

B. **Destruction of Premises**

(i) Substantial destruction. If the Premises are damaged by fire or other casualty which shall, in the opinion of the City, make the Premises substantially unusable, the obligation to pay rent shall cease until the Premises are, in the opinion of the City, substantially usable by Lessee.

(ii) Partial destruction. In the event of partial destruction of the Premises, Lessee shall be entitled to a proportionate reduction of rent while repairs are being made. Proportionate reduction shall be based on the extent to which, in the opinion of the City, the destruction and repairs interfere with the business carried on by Lessee. Such a proportionate reduction in rent shall become effective only after City provides written notice of such to Lessee, and shall remain in effect only for so long as agreed to, in writing, by the City.

(iii) In the event of a substantial or partial destruction of the Premises, Lessee shall have twelve (12) months from the date of the destruction to rebuild the Project. If the Project is not rebuilt within twelve (12) months, this Lease will terminate.

C. **Easements, Contracts, or Encumbrances.** The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the Premises.

D. **Insurance**

(i) During the term of the Lease and for any further time that the Lessee shall hold the Premises, the Lessee shall obtain and maintain at its expense insurance on the Premises, with all standard extended coverage, including insurance against loss or damage by fire.

(ii) During the term of the Lease and for any further time that Lessee shall hold the Premises, Lessee shall obtain and maintain at its own expense insurance on its personal property and all standard extended coverage. Additionally, the Lessee shall provide proof of the following insurance coverages:

(a) Commercial General Liability Insurance. The Lessee shall provide coverage against claims arising out of bodily injury and death and from damage to or destruction of property of others, including loss of use thereof, and including products and completed operations, with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) general aggregate.

(iii) The City shall be named as an additional insured by an endorsement on the Lessee's general liability policy for the term of this agreement. The parties intend and agree that the City does not waive governmental immunity by entering into this section of the Lease and specifically retains governmental immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 and all other applicable law.(iv) It is understood and agreed that the Lessee's policies are primary and not contributory. All insurance certificates shall be submitted to the City for review and approval before the effective date of this Lease. All insurance certificates provided by the Lessee must include a clause stating that the insurance may not be canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.

(v) The Lessee will report any damage to the Premises to the City employee administering this Lease. The Lessee will also advise the City of any potential or pending liability claim filed against it arising from the use of the Premises.

E. **Repairs**

(i) Lessee shall keep in good repair all structural portions including fixtures, the exterior and interior walls, floors, and ceilings of the Premises.

(ii) Lessee at its own expense shall repair any damage or injuries caused by Lessee, its customers, members, invitees, agents, or employees.

(iii) Lessee shall keep the non-structural portions of the Premises, including any improvements made by Lessee such as trade fixtures, in good repair at its own expense.

(iv) On termination of this Lease, Lessee shall ensure that the Premises are in the same condition and repair as when received by it except for normal wear and tear.

F. **Successors and Assigns.** This Lease and the terms and conditions hereof apply to and are binding on the legal representatives, successors, assignees, agents, and employees of both parties.

G. **Time is of the Essence.** Time is of the essence in all provisions of this Lease.

H. **Unlawful or Dangerous Activity.** Lessee shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultra-hazardous business purpose nor operate or conduct business in a manner constituting a nuisance of any kind. Lessee shall immediately, upon notification of any unlawful, disreputable, ultra-hazardous use, or nuisance, take action to halt such activity.

I. By entering into this Lease, the City makes no endorsement of the practices or principals of the Lessee or any group that may be associated with the Lessee.

8. **General Provisions**

A. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties. Venue shall be the Sixth Judicial District, Campbell County, Wyoming.

B. **Entirety of Lease; Amendment**. This Lease contains the entire agreement among the parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral. This Lease may not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written instrument executed by all parties.

C. **Governmental Immunity.** City does not waive governmental immunity by entering into this Lease and, unless specifically and expressly waived, City retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 122 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Lease shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), City does not intend to retain

immunity in actions based on contract under this provision.

D. **Hold Over; and Unlawful Detainer.** Lessee shall vacate the Premises, on the last day of the term, or on earlier termination and forfeiture of the Lease, and deliver the Premises to City. If the Lessee remains on the Premises after the expiration of the term of this Lease, Lessee shall immediately be considered a tenant-at-sufferance and responsible for the following. If Lessee holds possession of the Premises after the term of this Lease, Lessee shall immediately pay Lessor an amount equal to one hundred and fifty percent (150%) of the then current Base Rent.

(i) If suit shall be brought for an unlawful detainer of the Premises, for the recovery of any Base Rent due under the provisions of this Lease, or for Lessee's breach of any other condition contained in this Lease, Lessee shall pay to Lessor a reasonable attorney fee which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of the action by Lessor.

E. **Indemnification.** Lessee shall indemnify, hold harmless, and defend the City, its members of the governing body, directors, officers, agents, representatives, and employees from and against all injuries, claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of Lessee or any of its officers, sub-contractors, agents, or employees; (b) any breach of any of the terms contained in this Lease; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Lease.

F. **Notice.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt requested, or by facsimile, e-mail, or in person, to the party to be notified, at the address set forth above.

Every notice, if mailed, shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Notice sent by facsimile or e-mail shall be deemed to have been given at the time sent. Nothing contained herein shall be construed to preclude personal service of any notice.

G. **Severability**. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Lease shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

H. **Termination.** This Lease may be terminated for cause if either party fails to perform in accordance with the terms of this Lease. The occurrence of the following shall constitute an event of default with respect to parties:

Either party fails to comply with any material provision of this Lease, and such failure shall continue uncured for thirty (30) days after notice thereof by the non-defaulting party, provided that if such failure is not capable of being cured within such period of thirty (30) days with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time (not to exceed one hundred eighty (180) days) so long as the defaulting party is exercising reasonable diligence to cure such failure;

If an event of default occurs with respect to a defaulting party at any time during the Lease, the non-defaulting party may, for so long as the event of default is continuing, (i) deliver a written notice which establishes a date (which date shall be no earlier than thirty (30) days after the non-defaulting party delivers notice) (the "Termination Date") on which this Lease shall be canceled unless the event of default is cured prior to such date, (ii) withhold any payments due in respect of this Lease, and (iii) pursue any other remedies available at law or in equity.

If Lessee dissolves or ceases to be an existing entity, this Lease shall automatically terminate as of the date of dissolution. If Lessee abandons the Premises for at least twelve (12) consecutive months, then this Lease shall automatically terminate. Any personal property belonging to the Lessee left upon the premises shall be deemed abandoned after seven (7) days left upon the premises after termination of the lease.

I. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties, and obligations contained in this Lease shall operate only between the parties to this Lease and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease.

J. **Waivers.** The failure of City to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that City may have regarding that specific term or condition.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signatures. The parties to this Lease through their duly authorized representative have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

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

LESSOR

_____ _____
Shay Lundvall, Mayor Date

LESSEE

_____ _____
Brian Andela, President/Director of Graceland a Nonprofit Corporation Date

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

_____ _____
Sean A. Brown Date

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration of a Resolution Approving and Authorizing the Final Plat of Pronghorn Ranch Phase III, to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 6/0/1 Abstention)

SUGGESTED ACTION:

I move to Approve a Resolution Approving and Authorizing the Final Plat of Pronghorn Ranch Phase III, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

CASE BACKGROUND:

The applicant proposes to subdivide an existing 24.38 acre parcel located at 2701 Lakeway Road and combine the subdivided 1.01 acre parcel with 2413 Knollwood Drive, creating two lots. Tract P (known as 2701 Lakeway Road) will be 23.38 acres and has no existing structures on it. Lot 1 will be 2.40 acres and has one house, a detached garage, and two sheds on it.

Tract P is zoned R-4, Multi-Family Residential District and at this time is to remain R-4. Lot 1 will contain two zoning districts, R-4, Multi-Family and R-R, Rural Residential, so the property owner has requested a Zoning Map Amendment to correct this – PL2025-0048.

Pursuant to the City of Gillette Subdivision Regulations for residentially zoned properties, installation of water and sanitary sewer services to each lot is required at the time of platting. Both lots, Tract P and Lot 1, have city services (water, sewer, and electrical); Tract P's utilities are along W Lakeway Road, and Lot 1's utilities are in Knollwood Drive. Any service upgrades or improvements are the responsibility of the developer.
The Planning Commission voted to approve this case with a vote of 6/0/1 Abstention at their December 9, 2025, meeting.

STAFF REFERENCE:

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

ATTACHMENTS:

Resolution
Vicinity Sketch
Proposed Plat
Planning Requirements
Planning Commission Minutes 12/9/2025

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE FINAL PLAT OF PRONGHORN RANCH PHASE III; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

WHEREAS the Final Plat of Pronghorn Ranch Phase III; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on December 9th, 2025, with Planning Requirements.

WHEREAS the recording of the Final Plat of Pronghorn Ranch Phase III; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on December 9th, 2025.

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

the Final Plat of Pronghorn Ranch Phase III; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by Land Surveying Incorporated, signed by Cevin C. Imus, Professional Land Surveyor, Wyoming Registration Number 9328, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025.

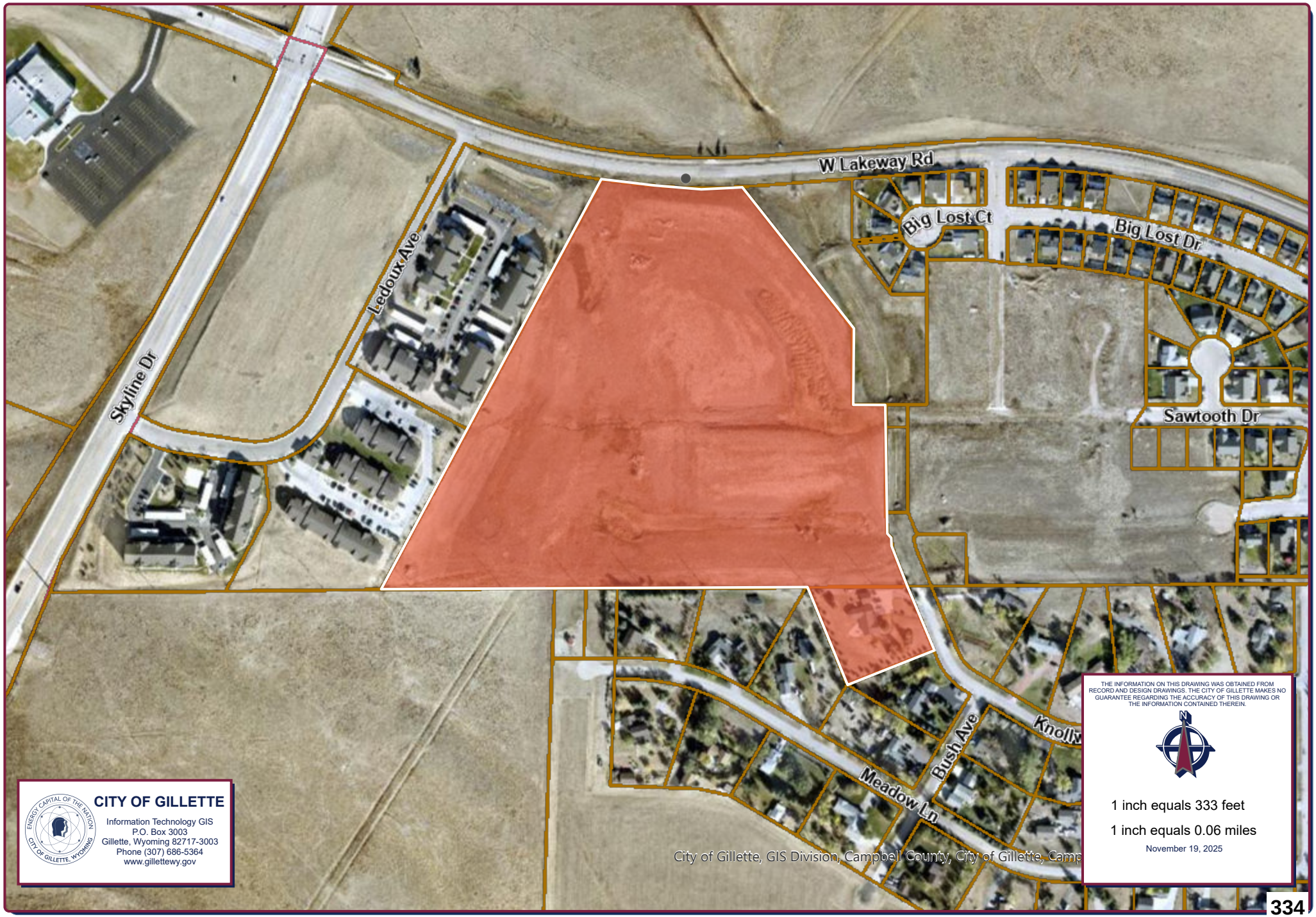
_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Vicinity Sketch - 2701 Lakeway Rd - Minor Subdivision



CITY OF GILLETTE

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

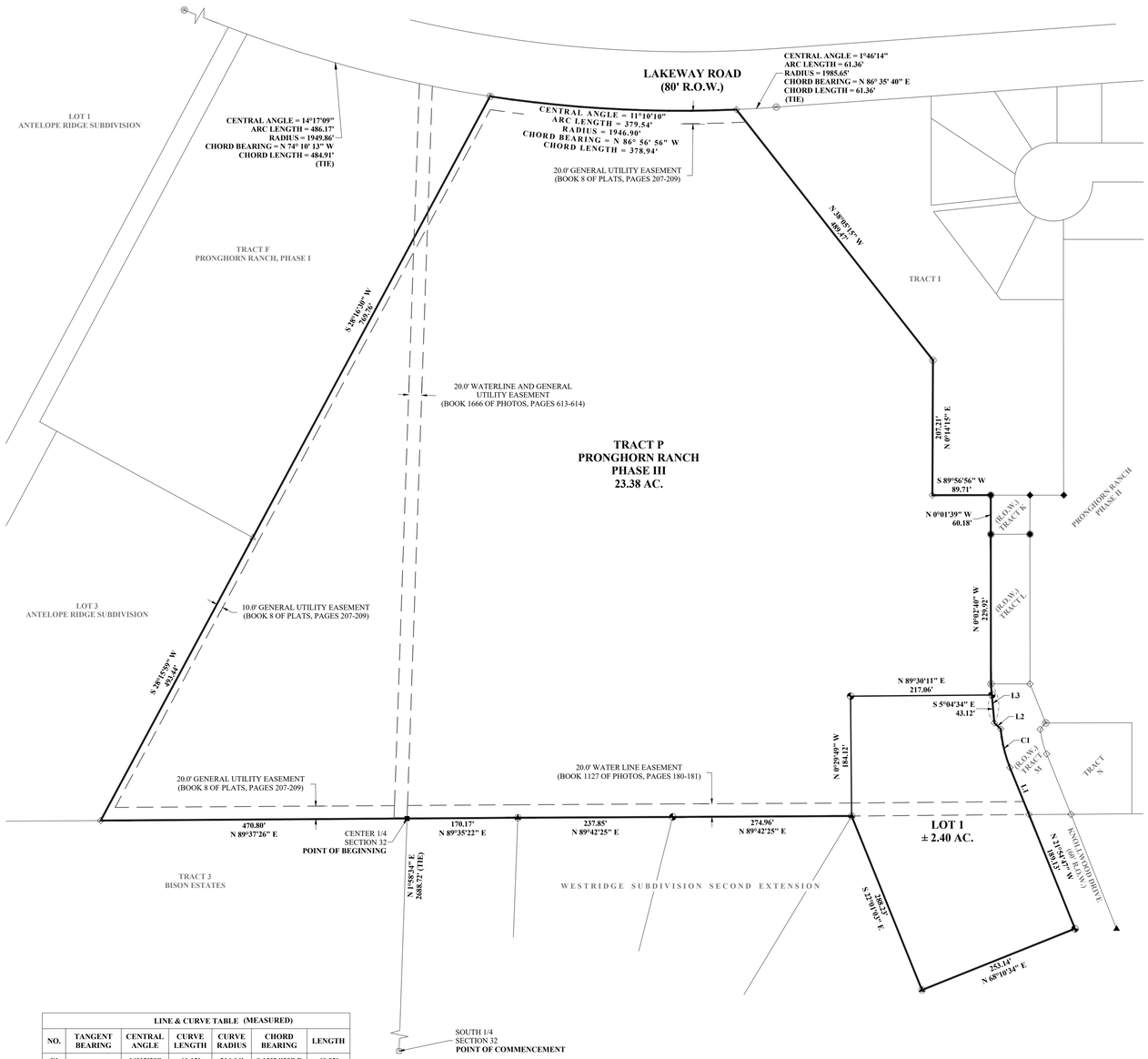
THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.

1 inch equals 333 feet

1 inch equals 0.06 miles

November 19, 2025

FINAL PLAT
PRONGHORN RANCH PHASE III
A TRACT OF LAND LOCATED IN A PORTION OF THE SW1/4 NE 1/4 AND THE NW1/4 SE1/4, OF SECTION 32 T50N-R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING,



LINE & CURVE TABLE (MEASURED)						
NO.	TANGENT BEARING	CENTRAL ANGLE	CURVE LENGTH	CURVE RADIUS	CHORD BEARING	LENGTH
C1		16°12'30"	61.12'	216.06'	S 13°34'39" E	60.92'
L1	S 22°02'15" E					77.92'
L2	S 46°16'22" E					13.37'
L3	S 05°04'34" E					60.13'

LINE & CURVE TABLE (RECORD)						
NO.	TANGENT BEARING	CENTRAL ANGLE	CURVE LENGTH	CURVE RADIUS	CHORD BEARING	LENGTH
C1		16°17'03"	61.41'	216.06'	S 13°32'12" E	61.20'
L1	S 22°01'27" E					76.74'
L2	N 47°21'08" W					13.07'
L3	S 05°01'51" E					60.23'

Professional Land Surveyor
Cevin C. Imus
9328
Date
WYOMING
PRELIMINARY

SURVEYOR'S CERTIFICATE

I, CEVIN C. IMUS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT, AND COMPLETE PLAT OF PRONGHORN RANCH PHASE III, AS LAID OUT, PLATTED, AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY AND IMPROVEMENTS BY ME AND UNDER MY DIRECT SUPERVISION.

DATE OF PLAT OR MAP: NOVEMBER, 2025 (CEVIN C. IMUS)

SUBDIVISION PURPOSE

A TRACT OF LAND LOCATED IN A PORTION OF TRACT G OF PRONGHORN RANCH, PHASE I, AND LOT 6, BLOCK 4 OF WESTRIDGE SUBDIVISION, SECOND EXTENSION, AND BEING SITUATED IN A PORTION OF THE SW1/4 NE1/4 AND THE NW1/4 SE1/4 OF SECTION 32 T50N-R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AND BEING PART OF THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, NOW KNOWN AS PRONGHORN RANCH PHASE III.

DECLARATION VACATING PREVIOUS PLATTING:

THIS PLAT IS THE RE-SUBDIVISION OF TRACT G OF PRONGHORN RANCH, PHASE I, AS RECORDED IN BOOK 8 OF PLATS, PAGES 207-209, AND OF LOT 4, BLOCK 6 OF WESTRIDGE SUBDIVISION, SECOND EXTENSION, AS RECORDED IN BOOK 2 OF PLATS, PAGES 79-80, OF THE OFFICIAL RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARY OF THIS PLAT ARE HEREBY VACATED.

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED PRONGHORN RANCH PROPERTIES, LLC, LANCE WALKER, AND COURTNEY WALKER BEING THE OWNER, PROPRIETOR OR PARTY OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS PRONGHORN RANCH PHASE III AND BEING SITUATED IN A PORTION OF THE SW1/4 NE1/4 AND THE NW1/4 SE1/4 OF SECTION 32, TOWNSHIP 50 NORTH, RANGE 72 WEST, 6TH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING, AND A PORTION OF TRACT G OF PRONGHORN RANCH, PHASE I, TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A 1925 G.L.O. BRASS CAP; THENCE N 01°58'34" E ALONG THE CENTER QUARTER LINE OF SAID SECTION 32 A DISTANCE OF 2,688.72 FEET TO THE CENTER QUARTER CORNER OF SECTION 32, BEING MONUMENTED BY A 1975 BRASS CAP, LS 538, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF TRACT G OF PRONGHORN RANCH, PHASE I, AS RECORDED IN BOOK 8 OF PLATS, PAGES 207-209 OF THE OFFICIAL RECORDS OF THE CAMPBELL COUNTY CLERK, THE FOLLOWING COURSES AND DISTANCES: N89°35'22"E A DISTANCE OF 170.17 FEET TO A POINT BEING MONUMENTED BY AN ILLEGIBLE PLASTIC CAP; THENCE N89°42'25"E A DISTANCE OF 237.85 FEET TO A POINT BEING MONUMENTED BY AN ALUMINUM CAP, PLS 9328; THENCE N89°42'25"E A DISTANCE OF 274.96 FEET TO A POINT BEING MONUMENTED BY AN ILLEGIBLE PLASTIC CAP, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 4, BLOCK 6 OF WESTRIDGE SUBDIVISION 2ND EXTENSION, AS RECORDED IN BOOK 2 OF PLATS, PAGES 79-80 OF THE OFFICIAL RECORDS OF THE CAMPBELL COUNTY CLERK; THENCE ALONG THE BOUNDARY OF SAID LOT THE FOLLOWING COURSES, S22°01'03"E A DISTANCE OF 288.23 FEET; THENCE N68°10'34"E A DISTANCE OF 253.14 FEET; THENCE N21°54'47"W A DISTANCE OF 189.13 FEET TO AN ALUMINUM CAP, LS4769; THENCE FOLLOWING THE BOUNDARY OF TRACT G THE FOLLOWING COURSES N22°01'27"W A DISTANCE OF 77.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 16°12'30", A CURVE LENGTH OF 61.12 FEET, A RADIUS OF 216.06 FEET; AND A CHORD BEARING N13°34'39"W AT A DISTANCE OF 60.92 FEET; THENCE N46°16'22"W A DISTANCE OF 13.37 FEET; THENCE N05°04'34"W A DISTANCE OF 60.13 FEET; THENCE N00°02'40"W A DISTANCE OF 229.92 FEET; THENCE N00°01'39"W A DISTANCE OF 60.18 FEET; THENCE S89°56'56"W A DISTANCE OF 89.71 FEET; THENCE N00°14'15"E A DISTANCE OF 207.21 FEET; THENCE N38°05'15"W489.47 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF LAKEWAY ROAD AND BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT; SAID CURVE HAVING A CENTRAL ANGLE OF 11°10'10", A CURVE LENGTH OF 379.54 FEET, A RADIUS OF 1946.90, AND A CHORD BEARING N86°56'56"W AT A DISTANCE OF 378.94 FEET; THENCE LEAVING SAID RIGHT-OF-WAY S28°16'30"W A DISTANCE OF 769.76 FEET; THENCE S28°15'59"W A DISTANCE OF 493.44 FEET; THENCE N89°37'26"EA DISTANCE OF 470.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25.78 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RESERVATIONS, CONDITIONS, AND EASEMENTS OF RECORD.

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IS ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.

THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES HEREBY DEDICATE TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, AREA HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SANITARY SEWER LINES, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____DAY OF _____, 2025, A.D. BY:

_____
LANCE WALKER, OWNER

STATE OF _____)
)§.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF

_____, 2025, A.D., BY LANCE WALKER, OWNER

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____DAY OF _____, 2025, A.D. BY:

_____
COURTNEY WALKER, OWNER

STATE OF _____)
)§.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF

_____, 2025, A.D., COURTNEY WALKER, OWNER

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____DAY OF _____, 2025, A.D. BY:

_____
WARREN C. GIFFORD, III, PRESIDENT OF PRONGHORN RANCH PROPERTIES, LLC

STATE OF _____)
)§.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF

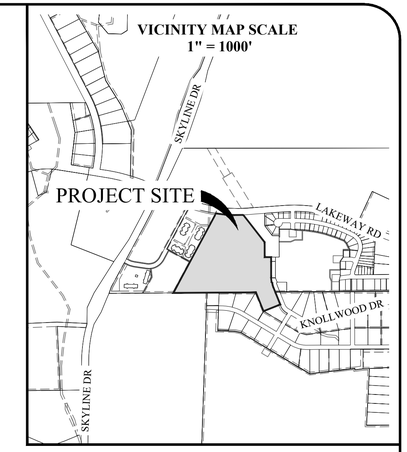
_____, 2025, A.D., BY WARREN C. GIFFORD, III, PRESIDENT OF PRONGHORN RANCH PROPERTIES, LLC

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____



CERTIFICATE OF THE CITY ENGINEER

DATA ON THIS PLAT REVIEWED

THIS_____DAY OF_____, 2025,
BY THE CITY ENGINEER OF THE CITY OF GILLETTE, WYOMING

_____
CITY ENGINEER

CERTIFICATE OF APPROVAL BY CITY OF GILLETTE PLANNING COMMISSION

THIS PLAT APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION

THIS_____DAY OF_____, 2025,

_____
CHAIRMAN

_____
SECRETARY

CERTIFICATE OF ACCEPTANCE AND APPROVAL BY CITY COUNCIL

APPROVED BY CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING

THIS_____DAY OF_____, 2025,

_____
MAYOR

_____
CITY CLERK

CERTIFICATE OF COUNTY CLERK

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER

AT_____O'CLOCK,_____M.,THIS_____DAY OF_____, 2025,

AND IS DULY RECORDED IN BOOK_____OF PLATS, PAGE NO._____

_____
CAMPBELL COUNTY CLERK

BASIS OF BEARING

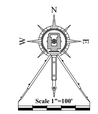
CITY OF GILLETTE CONTROL

SUMMARY

TOTAL LOTS: 2
TOTAL AREA: 25.78 ACRES

PAGE: 1 OF 1
DATE: 11/21/2025
FILE: 25-161A_MP_REV1

FINAL PLAT
PRONGHORN RANCH PHASE III
A TRACT OF LAND LOCATED IN A PORTION OF THE SW1/4 NE1/4 AND THE NW1/4 SE1/4 , OF SECTION 32 T50N-R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING,



LEGEND

- = (SET) ALUMINUM CAP, PLS 9328
- □ = (FOUND) 1925 G.L.O. BRASS CAP
- ■ = (FOUND) 1975 BRASS CAP, LS 538
- ◇ = (FOUND) ALUMINUM CAP, PLS 4769
- ⬢ = (FOUND) ALUMINUM CAP, LS 9690
- ◆ = (FOUND) ALUMINUM CAP, PLS 6872
- △ = (FOUND) ALUMINUM CAP, RLS 5300
- ⬟ = (FOUND) PLASTIC CAP, ILLEGIBLE
- ◎ = (FOUND) BARE REBAR

PREPARED FOR:
LANCE WALKER
2413 KNOLLWOOD DRIVE
GILLETTE, WY 82718

PREPARED BY:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716
1-307-682-1661 www.lsi-inc.us

PL2025-0042 | Minor Subdivision | 2701 Lakeway Road

Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ December 9, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, Jack Colson, Brian Rozier, and Lance Walker.

Commission Members Absent:None

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City 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 Matthew Nelson to approve the meeting minutes of October 28, 2025. Brian Rozier seconded the motion. Motion carried 7/0.

Case No. PL2025-0047 – ZONING MAP AMENDMENT – 4500 Force Road

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres.

The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

Meredith Duvall said there was one call from the public regarding the case and it was a general inquiry only.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Jack Colson asked if the applicant/owner was planning to connect Hidden Valley Road, and Meredith Duvall said that it was unknown as there have been no subdivision plats received by the city's Planning Division.

Riley Kleven, resident on Spring Hill Road located north of the proposed rezone area, was present and asked if there were plans to subdivide the property and if so, how it would be subdivided. Meredith Duvall said while they can subdivide the property at this time the owners have only submitted for the rezoning of the property. Ms. Duvall said that if a subdivision of the property were to happen then all the same notices with a mailing, and sign on the property would happen just like the rezoning of the property had.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Lance Walker seconded. The Motion carried 7/0.

Case No. PL2025-0041 – NEW TOWER – 3000 Lakeway Rd

The applicant proposes to construct a new 100-foot stealth monopole wireless communications tower at 3000 W Lakeway Road. The property is a large parcel located at the intersection of W Lakeway Road and Skyline Drive, and is zoned C-1, General Commercial District.

Section 9 of the Zoning Ordinance identifies “privately owned land in commercial zones” as a preferred location for new wireless towers. The proposed tower would be situated approximately 300 feet north of W Lakeway Road, and 100 feet west of Skyline Drive. Access to the site is provided by Skyline Dr and will require permitting through the Wyoming Department of Transportation.

The proposed facility is intended to address an existing coverage gap in the wireless network and will meet the required ½ mile tower spacing standard in Section 9. The selected location reflects an effort to balance technical network requirements with community compatibility, aesthetic sensitivity, and compliance with the City’s design standards for stealth facilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Andy Cockell, with Maverick Towers, was present and said his company had proposed two designs for the cell tower: a monopine design that he thought didn’t work great in the Gillette area but does meet the stealth requirement of the Zoning Ordinance, and a earthtone standard monopole design.

Chair Hottell inquired regarding the voting procedure for the two tower design options presented by Mr. Cockrell. Ms. Stefanick clarified that the Commission may move to approve either design. She noted that should a motion for one version fail, the Commission is permitted to subsequently vote on the alternative design.

Ms. Stefanick stated that staff recommends the stealth monopine design due to the area’s commercial zoning and potential for future development. She noted that if the design is not approved now, the City will not have the authority to require the owners to retrofit the tower for stealth in the future.

Lance Walker asked about the maintenance on the stealth monopine versus the standard monopole design. Mr. Cockrell said the stealth monopine is more expensive to build and requires more labor to maintain.

There being no further comments or questions, Chair Hottell made a motion to approve the stealth monopine tower for the case, and Lance Walker seconded. The Motion carried 7/0.

Case No. PL2025-0042 – MINOR SUBDIVISION – 2701 Lakeway Rd

The applicant proposes to subdivide an existing 24.38 acre parcel located at 2701 Lakeway Road and combine the subdivided 1.01 acre parcel with 2413 Knollwood Drive, creating two lots.

Tract P (known as 2701 Lakeway Road) will be 23.38 acres and has no existing structures on it. Lot 1 will be 2.40 acres and has one house, a detached garage, and two sheds on it. Tract P is zoned R-4, Multi-Family Residential District and at this

time is to remain R-4. Lot 1 will contain two zoning districts, R-4, Multi-Family and R-R, Rural Residential, so the property owner has requested a Zoning Map Amendment to correct this – PL2025-0048.

Meredith Duvall said the city received two calls regarding the case. One caller asked about drainage and requested a copy of the plat. Ms. Duvall informed the caller that the plat was currently unavailable as it was under revision. The second caller questioned the reason for merging the properties and expressed concern regarding potential business storage on the residential lot. Ms. Duvall said that both callers were notified of the upcoming public hearing dates for the Planning Commission and City Council meetings.

Chair Hottell asked if this property was just recently rezoned, and Ms. Duvall said it had been rezoned to R-4, Multi-Family Residential, earlier this year.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Brian Rozier seconded. The Motion carried 6/0/1 Abstention.

Case No. PL2025-0048 – ZONING MAP AMENDMENT – Lot 1, Pronghorn Ranch Ph III

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres.

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family, and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Kathy Hopkins, resident of the area on Bush Avenue, was present and asked if there were plans to extend Knollwood Avenue. Ms. Duvall said that the extension of the road would require a major subdivision due to the extension of utilities that would be needed for it. Ms. Duvall said the Planning Division has not received any plans for the road to be extended. Ms. Hopkins said she does not want the road to be extended.

There being no further comments or questions, Richard Cone made a motion to approve the case, and Ian Scott seconded. The Motion carried 6/0/1 Abstention.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the December 23, 2025, meeting is canceled, and the next meeting will be January 13, 2026.

ADJOURNMENT The meeting was adjourned at 5:43 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration of a Resolution Approving and Authorizing the Meyers Subdivision to be known as Lots 1 & 2 of the Meyers Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 6/0)

SUGGESTED ACTION:

I Move to Approve a Resolution Approving and Authorizing the Meyers Subdivision to be known as Lots 1 & 2 of the Meyers Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

Dennis & Debra Meyers, Owner | D&E Rentals, LLC, Owner

AGENT:

Cevin Imus, Land Surveying Incorporated, Agent

CASE BACKGROUND:

The applicant seeks to consolidate three existing lots, within two separate subdivisions, into two lots. 101 S Fir Ave, or Lot 1 of the Westside Addition, is 3.02 acres. 1300 Butcher Ct, or Lots 7A & 6A of the Butcher Subdivision, are 0.77 acres and 0.41 acres, respectively. Proposed Lot 1 will encompass a portion of Lot 1 of the Westside Addition and is 2.27 acres. Proposed Lot 2 will encompass a portion of Lot 1 of Westside addition, all of Lots 7A & 6A of the Butcher Subdivision and is 1.96 acres. The lots are zoned C-1, General Commercial District. There is no minimum lot size a C-1 District. The minimum width is 50', which both proposed lots meet.

The existing lots have City water, sanitary sewer, and electric services. No additional City service extensions are required for the filing of the proposed plat.

This case was approved by the Planning Commission during their January 13, 2026, meeting with a vote of 6/0.

STAFF REFERENCE:

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

ATTACHMENTS:
Meyers Subdivision Resolution
Vicinity Map
Draft Plat
Meyers Subdivision Planning Requiremets
Planning Commission Minutes 1/13/2026

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE MEYERS SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

WHEREAS the Final Plat of the Meyers Subdivision to be known as Lots 1 & 2 of the Meyers Subdivision; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on January 13th, 2026, with Planning Requirements.

WHEREAS the recording of the Meyers Subdivision to be known as Lots 1 & 2 of the Meyers Subdivision; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on January 13th, 2026.

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

the Final Plat of Meyers Subdivision to be known as Lots 1 & 2 of the Meyers Subdivision; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by Land Surveying Incorporated, signed by Cevin C. Imus, Professional Land Surveyor, Wyoming Registration Number 9328, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

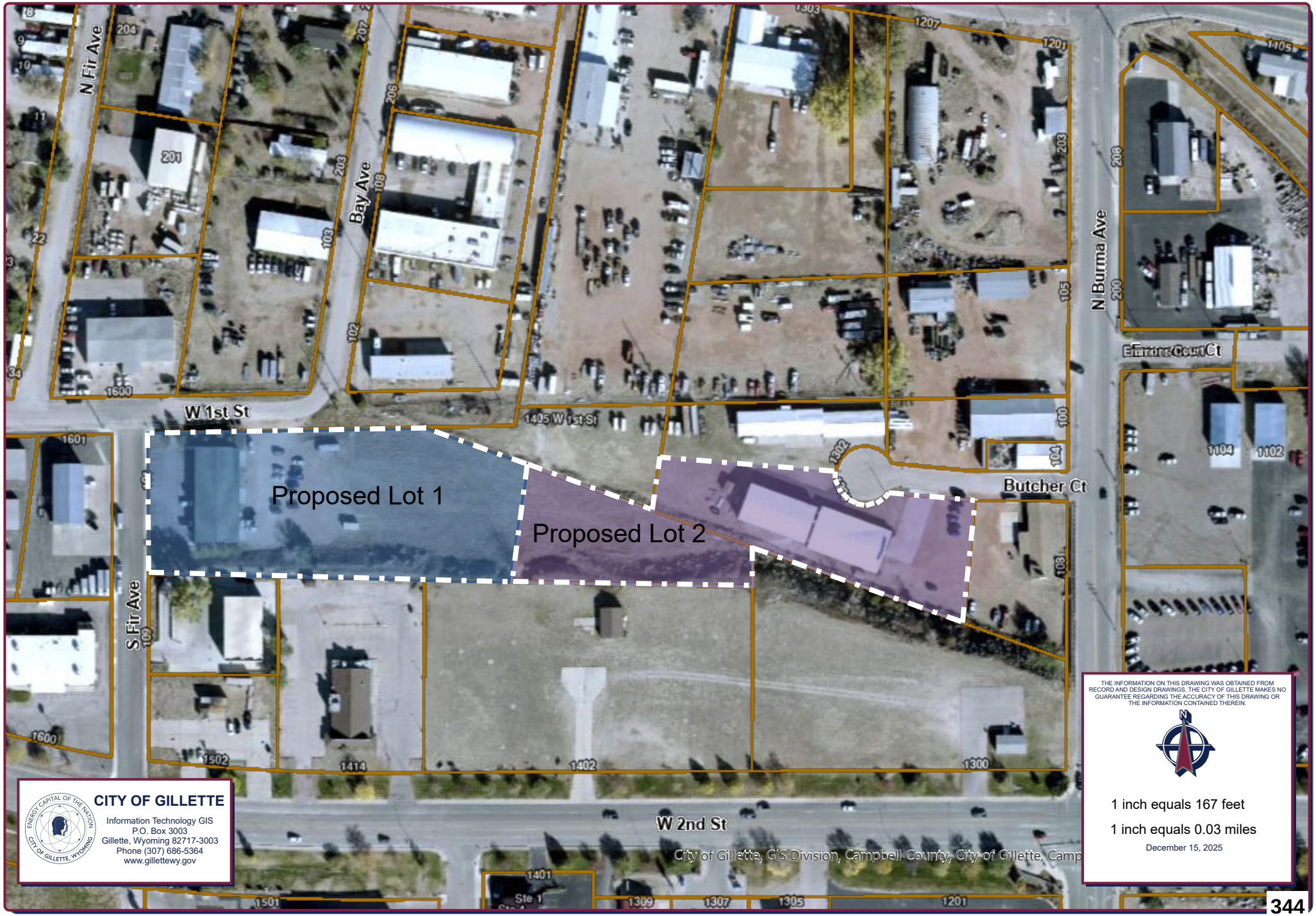
_____
Shay Lundvall, Mayor

(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Meyers Subdivision Vicinity Map



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

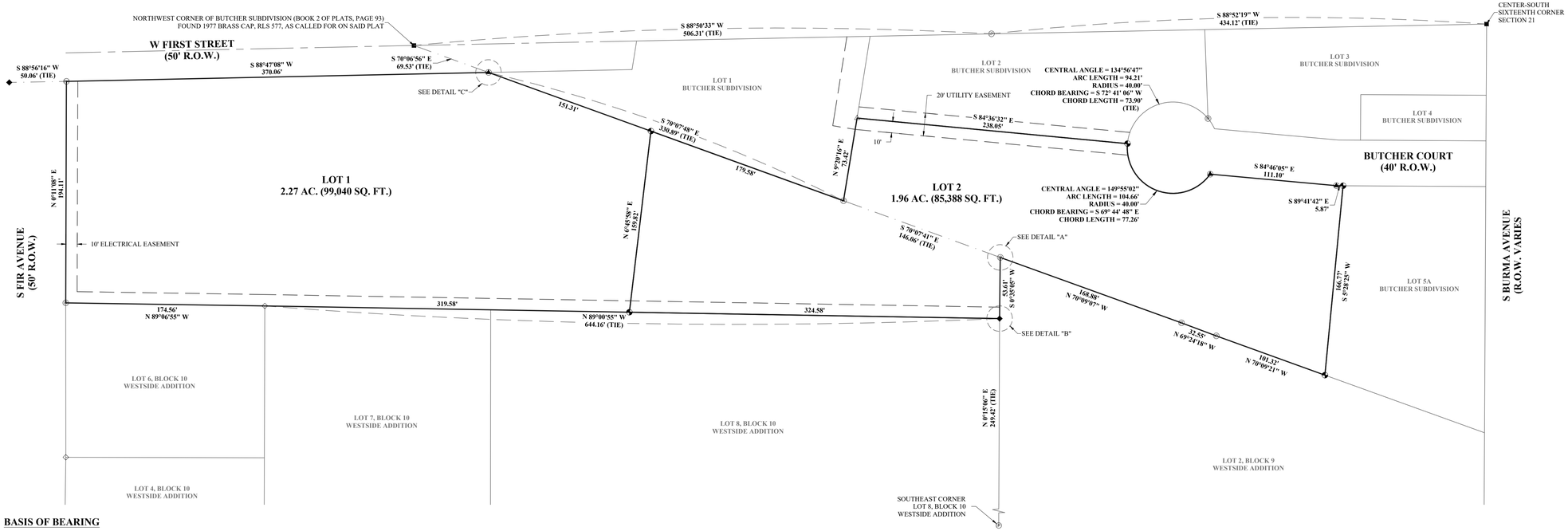
THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.

1 inch equals 167 feet

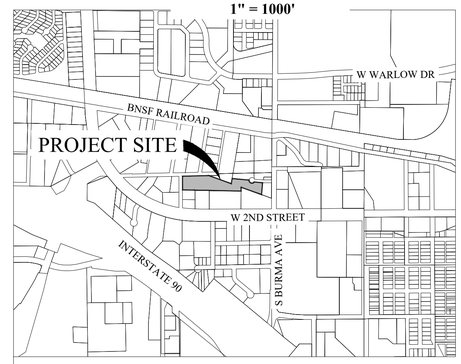
1 inch equals 0.03 miles

December 15, 2025

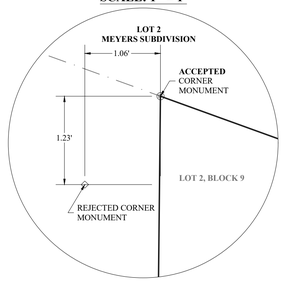
FINAL PLAT
MEYERS SUBDIVISION
A TRACT OF LAND BEING LOT 1, BLOCK 10, WESTSIDE ADDITION, AND LOTS 6A & 7A, BUTCHER SUBDIVISION, TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



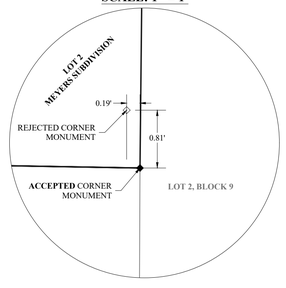
VICINITY MAP SCALE
1" = 1000'



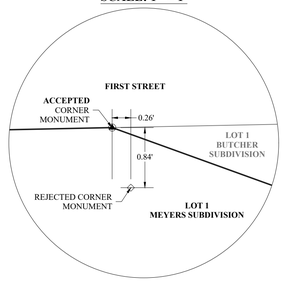
DETAIL "A"
SCALE: 1" = 1'



DETAIL "B"
SCALE: 1" = 1'



DETAIL "C"
SCALE: 1" = 1'



BASIS OF BEARING

CITY OF GILLETTE CONTROL

SUMMARY

TOTAL LOTS: 2
TOTAL AREA: 184,428 SQ. FT. (4.23 ACRES)

SUBDIVISION PURPOSE

RESUBDIVISION OF LOT 1, BLOCK 10 OF WESTSIDE ADDITION AND LOTS 6A AND 7A OF BUTCHER SUBDIVISION, NOW TO BE KNOWN AS LOT 1 AND LOT 2, MEYERS SUBDIVISION.

DECLARATION VACATING PREVIOUS PLATTING:

THIS PLAT IS THE RESUBDIVISION OF LOT 1, BLOCK 10 OF WESTSIDE ADDITION (BOOK 1 OF PLATS, PAGE 164), AND LOTS 6A AND 7A OF BUTCHER SUBDIVISION (BOOK 2 OF PLATS, PAGE 130), NOW TO BE KNOWN AS LOT 1 AND LOT 2, MEYERS SUBDIVISION. ALL EARLIER PLATS OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARY OF THIS PLAT ARE HEREBY VACATED.

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED DEBRA S. MEYERS AND D&E RENTALS, LLC, BEING THE OWNERS, PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS MEYERS SUBDIVISION, AND BEING SITUATED IN A PORTION OF THE SE1/4 SW1/4, SECTION 21, TOWNSHIP 50 NORTH, RANGE 72 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 AND LOT 2 OF MEYERS SUBDIVISION, TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AND CONTAINS AND AREA OF 184,428 SQUARE FEET (4.23 ACRES), MORE OR LESS, AND

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IS ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.

THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES HEREBY DEDICATE TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, AREA HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SANITARY SEWER LINES, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____DAY OF _____, 2025, A.D. BY:

_____
DEBRA S. MEYERS, OWNER

STATE OF WYOMING)
)S.
COUNTY OF CAMPBELL)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____, 2025, A.D., BY DEBRA S. MEYERS, OWNER.
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____DAY OF _____, 2025, A.D. BY:

_____
DOUGLAS NORTON, AGENT, D&E RENTALS, LLC

STATE OF WYOMING)
)S.
COUNTY OF CAMPBELL)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____, 2025, A.D., BY DOUGLAS NORTON, AGENT, D&E RENTALS, LLC
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____DAY OF _____, 2025, A.D. BY:

_____
ERIC NORTON, AGENT, D&E RENTALS, LLC

STATE OF WYOMING)
)S.
COUNTY OF CAMPBELL)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____, 2025, A.D., BY ERIC NORTON, AGENT, D&E RENTALS, LLC
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES:

_____

CERTIFICATE OF THE CITY ENGINEER

DATA ON THIS PLAT REVIEWED

THIS_____DAY OF_____, 2025,
BY THE CITY ENGINEER OF THE CITY OF GILLETTE, WYOMING

_____
CITY ENGINEER

CERTIFICATE OF APPROVAL BY CITY OF GILLETTE PLANNING COMMISSION

THIS PLAT APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION

THIS_____DAY OF_____, 2025,

_____
CHAIRMAN

_____
SECRETARY

CERTIFICATE OF ACCEPTANCE AND APPROVAL BY CITY COUNCIL

APPROVED BY CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING

THIS_____DAY OF_____, 2025,

_____
MAYOR

_____
CITY CLERK

CERTIFICATE OF COUNTY CLERK

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER

AT_____O'CLOCK,_____.M.,THIS_____DAY OF_____, 2025,

AND IS DULY RECORDED IN BOOK_____OF PLATS, PAGE NO._____

_____
CAMPBELL COUNTY CLERK

SURVEYOR'S CERTIFICATE

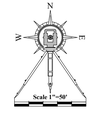
I, CEVIN C. IMUS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT, AND COMPLETE PLAT OF LOT 1 AND LOT 2, MEYERS SUBDIVISION, AS LAID OUT, PLATTED, AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY AND IMPROVEMENTS BY ME AND UNDER MY DIRECT SUPERVISION.

DATE OF PLAT OR MAP: DECEMBER, 2025 (CEVIN C. IMUS)



PAGE: 1 OF 1
DATE: 12/15/2025
FILE: 25204A_MP

FINAL PLAT
MEYERS SUBDIVISION
A TRACT OF LAND BEING LOT 1, BLOCK 10, WESTSIDE ADDITION, AND LOTS 6A & 7A, BUTCHER SUBDIVISION, TO THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



LEGEND
- ◔ = (SET) ALUMINUM CAP, PLS 9328
- ○ = (FOUND) 3/4" IRON PIPE
- ⊙ = (FOUND) BARE REBAR
- ■ = (FOUND) 1977 BRASS CAP, RLS 577
- ▲ = (FOUND) PLASTIC CAP, LS 577
- ◆ = (FOUND) ILLEGIBLE ALUMINUM CAP
- ◇ = (FOUND) ALUMINUM CAP, RLS 2333
- ▲ = (FOUND) PLASTIC CAP, RLS 2333
- △ = (FOUND) NAIL WITH FLAGGING
- ℗ = (FOUND) PK NAIL IN CONCRETE

ALL COURSES ARE MEASURED UNLESS NOTED

PREPARED FOR:
DEB & DENNIS MEYERS
PO BOX 762
GILLETTE, WYOMING 82717

PREPARED BY:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716
1-307-682-1661 www.lsi-inc.us

PL2025-0050 | Minor Subdivision | Meyers Subdivision

Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ January 13, 2026 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, Brian Rozier, and Lance Walker.

Commission Members Absent: Jack Colson

Staff Present: Shannon Stefanick, City Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Ian Scott to approve the meeting minutes of December 9, 2025. Lance Walker seconded the motion. Motion carried 6/0.

Case No. PL2025-0050 – MINOR SUBDIVISION – Meyers Subdivision

The owners, Dennis & Debra Meyers and D&E Rentals, LLC, seek to consolidate three existing lots, within two separate subdivisions, into two lots.

101 S Fir Ave, or Lot 1 of the Westside Addition, is 3.02 acres. 1300 Butcher Ct, or Lots 7A & 6A of the Butcher Subdivision, are 0.77 acres and 0.41 acres, respectively. Proposed Lot 1 will encompass a portion of Lot 1 of the Westside Addition and is 2.27 acres. Proposed Lot 2 will encompass a portion of Lot 1 of Westside addition, all of Lots 7A & 6A of the Butcher Subdivision and is 1.96 acres.

The lots are zoned C-1, General Commercial District. There is no minimum lot size a C-1 District. The minimum width is 50', which both proposed lots meet. The existing lots have City water, sanitary sewer, and electric services. No additional City service extensions are required for the filing of the proposed plat.

Shannon Stefanick, City Planner, said there a couple calls from the public regarding the case and were general inquiries only with no objections.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matt Nelson made a motion to approve the case, and Lance Walker seconded. The Motion carried 6/0.

OLD BUSINESS

None.

NEW BUSINESS

Shannon Stefanick said the next meetings will be January 27, 2026, and February 10, 2026.

ADJOURNMENT

The meeting was adjourned at 5:18 pm

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Appointment of City Council President for 2026.

SUGGESTED ACTION:

I move to Appoint XXXXX as City Council President for 2026.

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Assignment of a Primary and Alternate Liaison to the Boys and Girls Club for Calendar Year 2026.

SUGGESTED ACTION:

I move to assign _____ to serve as the City Council's Primary Liaison, and _____ to serve as the City Council's Alternate Liaison to the Boys and Girls Club for Calendar Year 2026.

CASE BACKGROUND:

CY 2025 Board Assignment: Chris Smith, Timothy Carsrud (Alternate)

The Boys and Girls Club of Campbell County's mission is to enable all youth, especially those who need us the most, to reach their full potential as productive, caring, and responsible citizens.
Board meets the fourth Monday of the month at 5:00 p.m. at the Boys & Girls Club.

Brittney Locken, Executive Director 685-1050

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Assignment of a Primary and Alternate Liaison to the Campbell County Senior Center for Calendar Year 2026.

SUGGESTED ACTION:

I move to assign _____ to serve as the City Council's Primary Liaison, and _____ to serve as the City Council's Alternate Liaison to the Campbell County Senior Center for Calendar Year 2026.

CASE BACKGROUND:

CY 2025 Board Assignment: Jack Clary, Jim West (Alternate)

The Campbell County Senior Center's mission is to provide a broad range of services which support an individual's ability to live independently, to participate in his or her community, and to lead a dignified, meaningful life as a senior citizen. The Board meets the last Wednesday of the month at 9:00 a.m. at the Senior Center.

Ann Rossi, Executive Director 686-0804

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Assignment of a Primary and Alternate Liaison to the Campbell County Joint Powers Public Land Board for Calendar Year 2026.

SUGGESTED ACTION:

I move to assign _____ to serve as the City Council's Primary Liaison, and _____ to serve as the City Council's Alternate Liaison to the Campbell County Joint Powers Public Land Board for Calendar Year 2026.

CASE BACKGROUND:

CY 2025 Board Assignment: Heidi Gross, Jim West (Alternate)

The members of the Land Board are responsible for overseeing the orderly development and improvement, maintenance, and operation of the Cam-Plex property and facilities. This board is comprised of two City appointees and five County appointees, all of whom serve three-year terms. The Board meets the second Thursday of the month at 6:00 p.m. at Cam-Plex.

Laura Chapman, Board Chair; Aaron Lyles, Cam-Plex Executive Director 682-0552

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Assignment of a Primary and Alternate Liaison to the Campbell County Prevention Council for Calendar Year 2026.

SUGGESTED ACTION:

I move to assign _____ to serve as the City Council's Primary Liaison, and _____ to serve as the City Council's Alternate Liaison to the Campbell County Prevention Council for Calendar Year 2026.

CASE BACKGROUND:

CY 2025 Board Assignment: Mayor Lundvall, Chris Smith (Alternate)

The mission of the Campbell County Prevention Council is to commit to the enhancement of community health and safety with a primary focus on substance abuse and suicide prevention for Campbell County youth, families, and adults.

There are 3 separate monthly meetings at Campbell County Public Health:
Alcohol Prevention – 1st Monday at noon
Drug & Tobacco Prevention – 1st Thursday at noon
Suicide Prevention – 3rd Tuesday at noon

Ashley McRae, Prevention Specialist 257-1346

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Assignment of a Primary and Alternate Liaison to the Community Mental Health Steering Committee for Calendar Year 2026.

SUGGESTED ACTION:

I move to assign _____ to serve as the City Council's Primary Liaison, and _____ to serve as the City Council's Alternate Liaison to the Community Mental Health Steering Committee for Calendar Year 2026.

CASE BACKGROUND:

CY 2025 Board Assignment: Nathan McLeland, Jack Clary (Alternate)

The Behavioral Health Committee is facilitated by Campbell County Health as a team of individuals committed to sustaining and growing mental health services in Campbell County. The Board meets on the third Thursday of the month at 4:30 at Campbell County Health IT Training Center.

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Assignment of a Primary and Alternate Liaison to the Council of Community Services for Calendar Year 2026.

SUGGESTED ACTION:

I move to assign _____ to serve as the City Council's Primary Liaison, and _____ to serve as the City Council's Alternate Liaison to the Council of Community Services for Calendar Year 2026.

CASE BACKGROUND:

CY 2025 Board Assignment: Heidi Gross, Jim West (Alternate)

The mission of the Council of Community Services is to coordinate and provide human services which benefit the disadvantaged, those in need, and poverty-stricken; to provide help to those in need who do not receive adequate assistance from government agencies. to provide, administer, and coordinate a broad range of local, state, and federal human service programs designed to help eliminate poverty where possible, assist the chronic working poor, and provide self-sufficiency to the disadvantaged and to develop, promote, build, and operate affordable housing. The Board meets the fourth Thursday of the month at 3:00 p.m.

Mikel Scott, Executive Director 686-2730

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Assignment of a Primary and Alternate Liaison to Gillette Main Street for Calendar Year 2026.

SUGGESTED ACTION:

I move to assign _____ to serve as the City Council's Primary Liaison, and _____ to serve as the City Council's Alternate Liaison to Gillette Main Street for Calendar Year 2026.

CASE BACKGROUND:

CY 2025 Board Assignment: Jim West, Heidi Gross (Alternate)

Gillette Main Street is a Non-Profit dedicated to supporting local businesses, preserving our economy and maintaining our sense of identity as Wyomingites. The Board meets 4th Thursday of the month at 12:00 at various downtown locations.

Jessica Seders, Executive Director 689-8369

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Assignment of a Primary and Alternate Liaison to the Campbell County Joint Powers Lodging Tax Board for Calendar Year 2026.

SUGGESTED ACTION:

I move to assign _____ to serve as the City Council's Primary Liaison, and _____ to serve as the City Council's Alternate Liaison to the Campbell County Joint Powers Lodging Tax Board for Calendar Year 2026.

CASE BACKGROUND:

CY 2025 Board Assignment: Jack Clary, Jim West (Alternate)

At the primary election in November of 2012, the voters of Campbell County approved a proposition to establish a lodging tax county-wide. Wyoming Statutes require that a joint Powers Board be established to oversee spending the tax revenues. A Joint Powers Agreement to establish the Lodging Tax Joint Powers Board was prepared and approved by Campbell County, Gillette, and Wright and then formally approved by the Wyoming Attorney General on December 5 of 2008. The Board has seven members, a majority of whom are from the travel and tourism industry. The Board meets the 3rd Thursday of the month at the Campbell County Convention & Visitors Bureau Office at 3:00 p.m.

Jessica Seders, Executive Director 689-8369

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Consideration for the Assignment of up to three (3) council members to the City's Finance / Audit Committee for Calendar Year 2026.

SUGGESTED ACTION:

I move to assign _____, _____, and _____ to serve as the City Council's Liaisons to the City Finance / Audit Committee for Calendar Year 2026.

CASE BACKGROUND:

CY 2025 Board Assignment: Heidi Gross, Jack Clary, Mayor Lundvall (Rotates among council members, as needed)

The Finance/Audit committee consists of the Finance Director, the City Administrator, and three members of City Council. This committee reviews financial performance reports and other financial information periodically throughout the year. Additionally, the committee reviews the preliminary annual financial statements with the City's independent auditors prior to Council acceptance of the financial report. The Committee meets on an as needed basis.

Michelle Henderson, Finance Director 686-5287

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **January 20, 2026**

TITLE:

Council Meeting Safety & Public Meeting Rules.

CASE BACKGROUND:

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Meeting Safety & Public Meeting Rules

CITY COUNCIL MEETING SAFETY & PUBLIC MEETING RULES

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

Speakers

- Persons seeking to be recognized for public comment must, without exception:
  - State their name
  - State their physical address
  - If speaking on behalf of an organization, identify their position or affiliation
- The public comment period will be limited to ten (10) minutes total.
- Speakers must remain behind the podium/lectern.
- Speakers shall refrain from making comments of a personal nature that reflect upon the character of a Councilperson, the Mayor, City staff, or another speaker. Personal criticism, ridicule, intimidating behavior, and name calling is forbidden.
- Speakers shall refrain from the use of indecent or obscene language, "fighting words" or other language which is disruptive to the orderly discussion at the meeting.

Audience Members

- Audience members will refrain from distracting side conversations or speaking out when another person is talking.
- Audience members will refrain from shouting, booing, or other similar unruly behavior that impedes or disrupts the orderly conduct of the meeting.

Enforcement of Meeting Rules

- The Governing Body will request that a person violating any Meeting Rules cease the violation.
- Failure to comply with the Governing Body's warning may result in removal from the Council Chambers, criminal prosecution pursuant to Gillette City Code Section 14-5, recess of the meeting, or any remedy available under Wyoming law.

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