CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.
Tuesday, May 19, 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 - May 5, 2026**
   Special Meeting Minutes (Budget Workshop #3) - May 12, 2026

2. **Bills and Claims**

   Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. **Mayor Lundvall - $399,123.89**
   S&S Builders - Pump Station #1 Upgrades - $345,644.24
   First National Bank - Pump Station #1 Upgrades Retainage - $18,191.81
   S&S Builders -2026 Asphalt Pothole Repairs - $33,297.83
   First National Bank - 2026 Asphalt Pothole Repairs Retainage - $1,752.52
   Travel Reimbursement - $237.49

   Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. **Employee Years of Service Recognition ~ Rollin Juby, Utilities, 20 Years**

   Staff Reference: Joff Pilon, Utilities Director

H. UNFINISHED BUSINESS

I. NEW BUSINESS

1. **Council Consideration of Special Event Permits for the Following 2026 Frontier Auto Museum Events:**
   ~ Hudson Car Club Meet
   ~ Vintage Camper & Motorcycle Show
   ~ Vintage Car Club of America
   ~ Frontier Auto Museum Car Show
   Staff Reference: MAPS - Jennifer Toscana, Public Affairs Director

2. **Council Consideration of Special Event Permits, including Street Closures on the 3rd Street Plaza and Gillette Avenue for the Following 2026 Gillette Main Street Events:**
   ~ Weekly Downtown Thursday Night Concert Series
   ~ Downtown Yard Sale
   ~ Brews & Cruise
   ~ Trick-or-Treat Gillette Main Street & Boo Fest
   ~ Parade of Lights
   Staff Reference: MAPS - Jennifer Toscana, Public Affairs Director

3. **Council Consideration of a Special Event Permit on June 27, 2026 for a Clean Rides Car Show on Frontage Road from 8:00 a.m. to 5:00 p.m., Requested by BTK Detailing.**

   Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

4. **Council Consideration of a Special Event Permit on June 26, 2026 for a Concert at the City Park event from 3:00 p.m. to 10:00 p.m., Requested by Norberto Orellana.**

   Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

5. **Council Consideration for the Acceptance of Development Improvements for the Patty Ave Water Main Extension, Installed by Mountain Peak Builders, LLC, on behalf of the Developer, Mountain Peak Builders, LLC.**

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

6. **Council Consideration of a Professional Services Agreement for Construction Management Services related to the Hidden Valley Sanitary Sewer Improvements Project with KLJ Engineering, LLC, in the Amount of $147,770.00 (1% Project).**

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

7. **Council Consideration of a Contract with the Wyoming Department of Health to Sample Untreated Wastewater.**

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

8. **Council Consideration of a Design-Build Services Agreement for the Children's Memorial Walkway Expansion Project with G & G Landscaping, Inc., in the Amount of $50,000.00.**

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

9. **Council Consideration of an Emergency Dispatch Services Contract Between the City of Gillette and Campbell County Hospital District.**

   Staff Reference: Sean Brown, City Attorney

10. **Council Consideration of a Resolution to Amend Resolution No. 2356 Regarding the Methodology to Guide the Evaluation of Budget Requests from Outside Agencies and Social Service Agencies, and Establishing a Sunset Provision (FY2026-2027).**

    Staff Reference: Michelle Henderson, Finance Director

11. **Council Consideration of a Resolution Authorizing the Submission of an Application to the U.S. Department of Transportation "Safe Streets And Roads For All" Grant Program for the Governing Body of the City of Gillette, Wyoming for the Purpose of the Development of the City of Gillette Safety Action Plan.**

    Staff Reference: Michelle Henderson, Finance Director

12. **Appointment of up to Three (3) Council Members to the Gurley Bridge Design Consultant Selection Committee.**

    Staff Reference: Michael H. Cole, City Administrator, Ry Muzzarelli, P.E., Development Services Director

J. PUBLIC HEARINGS AND CONSIDERATIONS

1. **A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for the Northern 1,457.60 FT, more or less, of the Morrish Property, as Recorded in Book 5 Plats, Page 9, City of Gillette, Campbell County, Wyoming, from C-O, Office and Institutional District, to C-1, General Commercial District, per the attached Exhibit. (Planning Commission Vote: 4/0)**
   Staff Reference: Ry Muzzarelli, P.E., Development Services Director

2. **ORDINANCE 1ST READING**
   Council Consideration of an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for the Northern 1,457.60 FT, more or less, of the Morrish Property, as Recorded in Book 5 Plats, Page 9, City of Gillette, Campbell County, Wyoming, from C-O, Office and Institutional District, to C-1, General Commercial District, per the attached Exhibit. (Planning Commission Vote: 4/0)

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

3. **A Public Hearing to Amend Table a.A – Required Parking, Section 5 – Off-street Parking and Loading of the Zoning Ordinance. (Planning Commission Vote: 4/0)**

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

4. **<u>ORDINANCE 1ST READING</u>**
Council Consideration of an Ordinance to Amend Table a.A – Required Parking, Section 5 – Off-street Parking and Loading of the Zoning Ordinance. (Planning Commission Vote: 4/0)

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

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

1. **Executive Session for the Purpose of Real Estate Pursuant to W.S. 16-4-405(a)(vii) and Legal Advice Pursuant to W.S. 16-4-405(a)(ix).**

Staff Reference: Sean Brown, City Attorney

N. ADJOURNMENT

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Regular Meeting Minutes - May 5, 2026
Special Meeting Minutes (Budget Workshop #3) - May 12, 2026

ATTACHMENTS:
260505 Regular Meeting
260512 Special Meeting - (Budget #3)

A Regular Meeting of the City Council was held on Tuesday the 5th day of May 2026, in the City Hall Council Chambers.

Present were Councilmembers Smith, Carsrud, McLeland, Gross, Clary, and West; City Administrator Cole; City Attorney Brown; Interim Chief of Police Wasson, Directors Muzzarelli, Pilon, Toscana, and Wilde; City Arborist Clements; Parks Supervisor Kartes; 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 Carsrud 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 - April 21, 2026
Special Meeting Minutes (Budget Workshop #2 CIP Review) - April 28, 2026

Bills and Claims
Aidan Suchor, 100.00; Alan Stuber, 142.79; Alsco, 1,263.13; Amanda Muhlbauer, 198.70; Anixter Power Solutions, 6,848.28;Annie Brandt, 100.00; Apex Mechanical, LLC, 880.00; Arete Design Group, 22,918.78; Atlas Office Products, 2,969.01; Balco Uniform Co., Inc, 4,072.00; Bear Communications Inc, 396.00; BFT LP, 297.00; Big Horn Tire Inc, 2,555.28; Bighorn Hydraulics Inc, 39.75; Bighorn Mountain Electric LLC, 1,521.60;Biological Consulting Services Of, 7,175.00; Black Hills Power & Light, 1,422,233.29; Black Hills Power & Light, 154,713.69; Black Hills Power & Light, 534,538.78; Black Hills Power & Light, 201,584.11; Black Hills Wyoming LLC, 377,955.05; Black Hills Wyoming LLC, 271,440.96; Blue Cross Blue Shield of Wyoming, 88,803.23; Blue Cross Blue Shield of Wyoming, 98,147.21; Border States Electric, 3,151.18; Brenntag Pacific, Inc, 20,392.20; Built Right Construction and Roofing, 2,138.09; Campbell County Hospital District, 625.00; Campbell County Public Land Board Cam-Plex, 134,052.26; CDW Government Inc, 1,490.60;CenturyLink, 142.22; Certified Laboratories, 717.95; City of Gillette - Petty Cash, 114.00; Collection Professionals Gillette, 1,482.56; Communication Technologies Inc, 79,995.00; Corby Shields, 3,851.09; Core & Main, 65,406.95; Coulter West, 2,684.00; Crum Electric Supply Company, 12,483.00; Dell Computer Corp, 10,361.40; Delta Dental of Wyoming, 32,755.05; Department of Energy, 63,659.10 Detectachem, Inc, 34,419.46; Display Sales, 2,132.40; Ditch Witch of South Dakota, 159.96; Dooley Oil, Inc, 1,595.70; Edi Mendoza, 49,495.00; Employment Testing Center of Wyoming, 305.00; Energy Laboratories Inc, 6,814.60; Energy Share of Wyoming, 44.39; Ethan Strand, 1,267.85; Eve Tucket, 78.74; Farmer Brothers Company, 710.44; Ferguson Us Holdings, Inc, 12,375.00; First National Bank of Gillette, 8,878.20; Florida DFS, Division of Unclaimed Property, 50.00; Frederick T. Petzold, 4,204.98; Gallagher Benefit Services, Inc, 166.25; Gallagher Benefit Services, Inc, 9,125.00; Gillette Contractors Supply Inc, 3,861.32; Greiner Motor Company, 61,591.00; Greiner Motor Company, 2,984.85; HD Supply Inc, 1,663.38; HDR Engineering Inc, 6,366.25; HealthEquity, Inc., 3,640.21; HealthEquity, Inc., 966.84; HealthEquity, Inc., 7,060.53; Hillyard Inc, 687.60 Homax Oil, 531.30; Hot Iron, 32,225.10; Hughes Fire Equipment, Inc., 12,740.09; Inland Truck Parts, 316.38; Interstate Power Systems Inc, 790.07; Jack's Truck Center Inc, 381.93; Jade Dey, 221.86; Josef Wemmer, 2,630.00; Karen's Delivery Service, 35.00; KLJ Engineering LLC, 10,164.90; Kois Brothers Equipment Company, 478.09; Kone Inc, 2,136.36; Lindsey Morales, 688.75; MCM General Contractors, 100,553.66; Midland Implement Co Inc, 989.43; Midwest Connect LLC, 7,500.00; Midwest Connect LLC, 1,736.20; Morrison Maierle Inc, 10,061.00; Motorola Government Markets Sales, 341,233.80; Nathan G Steiner, 311.34 News Record, 8,313.46; Norco Inc, 1,694.31; Oilfield Machine Services, 175.00; One Call of Wyoming Corp, 1,351.35; Optum Health Financial Services, 374.55; O'Reilly Auto Parts, 15.98; Partsone Wyosd LLC, 4,534.71; PCA Engineering Inc, 8,460.42; Pete Lien & Sons Inc, 1,237.50; Powder River Energy Corporation, 5,250.00; Powder River Energy Corporation, 5,250.00; Powder River Heating & Conditioning Corporation, 7,280.00; Powerphone Inc, 65,598.00; Pro Force Law Enforcement, 6,444.00; Pro Windmill Inc, 715.00; ProElectric Inc, 3,986.69; Razor City Locksmith LLC, 2,885.00; RDO Equipment Co, 163.32; Rms Instrument & Electrical, LLC, 17,303.50; Ryan Schrock, 510.00; S & S Builders, 168,685.81; Safety-Kleen Systems Inc, 213.19; Sawtooth Materials, 2,800.00; Simon Contractors, 1,812.45; Simpson's Printing, 70.00; Source Equipment, 4,261.72; Southern Computer Warehouse, 22,262.34; State of Wyoming - ets, 7.06; State of Wyoming Office of the Attorney General, 90.00; Sterling Infosystems, Inc, 627.68; Stitch LLC, 27.50; Stuart C. Irby Co, 16,796.53; Team Laboratory Chemical, LLC, 193.50; Terry Sjolin, 800.00; That Embroidery Place, 1,757.99; The Pin Center, 2,135.00; Thomson West, 774.76; Thunder Basin Ford LLC, 13,056.39; TMMI, LLC, 4,643.49; Tw Enterprises Inc, 2,985.38;

Tyler Technologies Inc, 8,102.20; Uline Inc, 233.58; UMB Bank, 92,416.21; United Central Industrial Supply Co, 527.98; Verizon Wireless, 8,892.62; Wesco Receivables Corp, 7,849.92; Western Stationers, 532.06; White's Frontier Motors, 119.25; WWC Engineering, 15,039.00; Wyodak Resources Development Corp, 79,282.39; Wyoming Association Municipalities, 1,080.00; Wyoming Conference Municipal Courts, 235.00; Wyoming Department of Agriculture, 50.00; Wyoming Department of Health, 712.00; Wyoming Dept Of Transportation, 2.00; Wyoming Dept of Transportation, 4.00; Wyoming Dept Of Transportation, 2.00; Wyoming Supreme Court, 18,246.71; Wyoming Water Solutions, 28.00; Xerox Corporation, 52.38.

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

Approval of Conflict Claims

Councilmember McLeland made a motion to approve Conflict Claims for Mayor Lundvall in the amount of $177,564.01; seconded by councilmember Carsrud. All voted aye. The motion carried.

Comments

Council

Councilmember West addressed the allocation of taxpayer funds, encouraging residents to seek public office if they feel their money is not being spent how they'd like. Additionally, West emphasized supporting local non-profit organizations with city funding.

Councilmember Carsrud urged motorists to remain vigilant for goslings crossing local roadways.

Councilmember Smith encouraged residents to apply for various board vacancies, including the Investment Advisory Committee, Parks Beautification Board, Planning Commission, Regional Water Board, Joint Powers Board, and Historic Preservation Commission.

Council President Gross stated that Commencement Day at the Gillette Community College will be held on May 8, 2026, beginning at 7:00 p.m.

Liaison

Councilmember West congratulated Gillette Main Street for their event planning efforts.

Council President Gross added that Gillette Main Street will host a Hospitality Training Workshop on June 2, 2026.

Written

City Clerk Allen summarized a comment submitted by Laura Cox, who requested a 5% cap of charitable giving regarding the 1% funds.

Proclamations / Presentations

Pastor Marty Crump, Family Life Church, presented a brief overview of the history of the National Day of Prayer. Pastor Crump invited the public to the Lasting Legacy Park beginning at 12:00 p.m. for an hour of prayer. Council President Gross then proclaimed May 7, 2026, as a National Day of Prayer.

Members of the Wyoming Nurses Association expressed gratitude and the importance behind the power of nursing. Council President Gross then proclaimed May 6-12, 2026, as Nurses Week.

Jane Glasser, Executive Director of Campbell County Public Health, highlighted the importance of mental health and its impact on public well-being. Council President Gross then proclaimed May 2026 as Mental Health Awareness Month.

Wendy Clements, City Arborist, invited the public to Rawhide Elementary School on May 8, 2026, to celebrate Arbor Day by planting trees. Clements thanked those who play a vital role in caring for and protecting the city's forestry. Council President Gross proclaimed May 8, 2026, as the City of Gillette's official Arbor Day.

Brenda Kirk, Greg Newberry, and Mary Kelley, of the Gillette Historic Preservation Commission, presented the Gillette Historic Preservation Commission's (GHPC) process of preparing a Historic Preservation Plan to guide its efforts in identifying, preserving and protecting the city's historic resources. Kirk added that the purpose of this plan is to establish a framework in which to carry out the GHPC's goals and objectives. Council President Gross then proclaimed May as National Historic Preservation Month.

Director Toscana presented a "Things to Know" video for May 2026.

Unfinished Business

Ordinance 3rd Reading

ORDINANCE NO. 26-20

AN ORDINANCE TO AMEND CHAPTER 13, SECTIONS 13-2(F), (I), (P), 13-3(B), (B)(7), (9), 13-4(B)(1), (4), (5), (C), AND 13-5(A) OF THE GILLETTE CITY CODE

Councilmember McLeland made a motion to approve the foregoing Ordinance on 3rd Reading; seconded by councilmember Clary. Attorney Brown explained a proposed amendment, which includes changes such as replacing the word "broken" with "shattered" regarding windshields and vehicle windows. Councilmember Carsrud then made a motion to amend item H.1. according to the proposed amendment presented in the City Council packet; seconded by councilmember Clary. Council members Smith, McLeland, Gross, and Clary voted aye. Council member West voted nay. The motion to amend carried. Councilmember Smith voiced an objection to the implementation of tiered violations. Councilmember West expressed broader dissent, citing disagreements with various sections of the Ordinance, but claimed the Ordinance is on the right track. Council then voted on the Ordinance as amended. Council members McLeland, Gross, Carsrud, and Clary voted aye. Council members Smith and West voted nay. The motion carried.

New Business

Minute Action

Councilmember West made a motion to approve a Special Event and Open Container Permit on June 20, 2026, for the Donkey Creek Music & Arts Festival on Warren Avenue between 1st and 2nd Street from 7:00 a.m. to 11:59 p.m., Requested by Big Lost Meadery; seconded by councilmember Carsrud. All voted aye. The motion carried.

Councilmember Clary made a motion to accept the Historic Preservation Plan for Gillette, WY as Presented by the Gillette Historic Preservation Commission; seconded by councilmember West. All voted aye. The motion carried.

Councilmember Clary made a motion to Grant City Staff Permission to Negotiate on behalf of City Council for the Pre-Annexation Agreement between the City of Gillette and Jennifer Keller for property located at 54 Jayhawker Court; seconded by councilmember Carsrud. Administrator Cole explained that this property owner has requested to be annexed for use of the City's water and sewer systems. Cole added that this agreement would allow city staff to negotiate the terms and conditions of the annexation on behalf of the city. All voted aye. The motion carried.

Councilmember West made a motion to Grant City Staff Permission to Negotiate on behalf of City Council for the Pre-Annexation Agreement between the City of Gillette and Journey Church for property located at 3601 W Southern Drive; seconded by councilmember Carsrud. Administrator Cole reiterated his earlier comments regarding the preceding action item, noting that this property owner intends to utilize the City's sewer system. All voted aye. The motion carried.

Public Comment

Laura Cox reiterated her written comment regarding City spending of 1% funds and high priority infrastructure needs.

Katherine Poynter expressed her discontent with the spending of funds on beautification projects.

County Commissioner Bob Jordan provided commentary regarding Campbell County's financial expenditures and budgetary priorities.

William Galloway expressed his opposition to the changes to the Nuisance Ordinance.

Ed Sisti asked council members to vote based on their constituents' wants and needs.

County Commissioner Jerry Means requested information regarding the Gurley Overpass be released to the public.

Cathrine Gallilee requested a time limit of two minutes for Public Comment speakers before thanking the council members for their work.

Administrator's Report

Administrator Cole provided an update on the upcoming budget schedule, noting that public hearings are slated for June. Cole concluded by summarizing the key outcomes from last week's budget meetings.

Adjournment:
There being no further business to come before the Council, the meeting was adjourned at 7:24 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, May 19, 2026, in the City Hall Council Chambers.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: May 12, 2026

Council Proceedings May 12, 2026 Dinner – 5:30 p.m.
Meeting – 6:00 p.m.

A Special Meeting of the City Council was held on Tuesday the 12th day of May 2026, at City Hall in the Council Chambers, located at 201 E. 5th St. Gillette, WY 82716.

Present were Councilmembers Smith, McLeland, Gross, Carsrud, Clary, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Interim Police Chief Wasson; Directors Henderson, Muzzarelli, Pilon, Toscana, Wasson, and Wilde; Managers Bache, Duvall, Harder, Hughes, Jones, Milliron, Porter, Richert, Shamion, Strickland, and Schoen; and Deputy City Clerk Clymer.

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

Budget Workshop #3 - Review FY27 Budget

Administrator Cole presented a budget message and summary of the proposed FY2026-27 budget, highlighting the total budget request of $162,972,723, which is 7.9% more than the approved FY 2025-26 original budget. Cole identified three factors contributing to the increased request, including Fire and Emergency Medical Services (EMS) dispatch operations, replacement of the Gurley Overpass, and costs associated with the City's fleet operations. Cole summarized revenues and expenses for the 4 major revenue and cost centers: General Fund, Enterprise Fund(s), 1% Fund, and Internal Service Fund(s). Cole concluded that the proposed budget is balanced and the city is financially stable.

The following Departments presented their budgets to the Mayor and Council.

- Administration, presented by Administrator Cole.
- Human Resources, presented by Director Wasson.
- Finance, presented by Director Henderson.
- Police, presented by Interim Police Chief Wasson.

Mayor Lundvall declared a brief recess at 7:36 p.m. and resumed the meeting at 7:43 p.m.

- Development Services, presented by Director Muzzarelli.
- Public Affairs, presented by Director Toscana.
- City Attorney, presented by Attorney Brown.

The Council discussed and asked clarifying questions regarding the FY2026-2027 Budget.

No action was taken.

Adjournment

There being no further business to come before the Council, the meeting was adjourned at 8:06 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next Special Meeting (Budget Workshop #4) will be held on May 14, 2026, in the City Hall Council Chambers. The next regularly scheduled meeting will be held on May 19, 2026, in the City Hall Council Chambers.

(S E A L)
ATTEST:

_____ _____

Alicia Allen, City Clerk Shay Lundvall, Mayor
Publication Date: May 19, 2026

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 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

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
4555-ATLAS OFFICE PRODUCTS		
206926	OS INVENTORY	59.56
206927	OS INVENTORY	83.28
206928	OS INVENTORY	48.36
	VENDOR TOTAL:	**191.20**
1551-HILLYARD INC		
206972	CUSTODIAL INVENTORY	687.60
	VENDOR TOTAL:	**687.60**
1479-NEWMAN SIGNS INC		
206974	TRAFFIC SAFETY WAREHOUSE	1,095.12
	VENDOR TOTAL:	**1,095.12**
1511-NORCO INC		
206978	CUSTODIAL INVENTORY	485.27
206979	CUSTODIAL INVENTORY	1,653.28
	VENDOR TOTAL:	**2,138.55**
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL		
206709	APRIL 2026 OFFICE TRAINING FEES	35.00
	VENDOR TOTAL:	**35.00**
2300-WESTERN STATIONERS		
206995	OS INVENTORY	299.04
206996	OS INVENTORY	68.40
206997	OFFICE SUPPLY INVENTORY	189.92
206998	OFFICE SUPPLY INVENTORY	983.98
206999	OFFICE SUPPLY INVENTORY	74.88
	VENDOR TOTAL:	**1,616.22**
	DIVISION TOTAL:	**5,763.69**
	DEPARTMENT TOTAL:	**5,763.69**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
1748-THAT EMBROIDERY PLACE		
206688	BABY GIFTS	90.00
206689	BABY GIFT	45.00
	VENDOR TOTAL:	**135.00**
	DIVISION TOTAL:	**135.00**
04-SPECIAL PROJECTS		
4629-APEX MECHANICAL, LLC		
206864	CITY HALL CHILLER REPLACEMENT	38,193.45
	VENDOR TOTAL:	**38,193.45**
1381-CITY OF GILLETTE		
206865	CITY HALL CHILLER REPLACEMENT	2,010.18
	VENDOR TOTAL:	**2,010.18**
1864-FIRST NATIONAL BANK OF GILLETTE		
206863	COUNCIL OF COMMUNITY SERVICE R	8,108.88
	VENDOR TOTAL:	**8,108.88**
1560-HLADKY CONSTRUCTION		
206862	COUNCIL OF COMMUNITY SERVICE R	154,068.61
	VENDOR TOTAL:	**154,068.61**
1958-PCA ENGINEERING INC		
206899	ENZI PRACTICE FIELD IMPROVEMEN	1,020.00
	VENDOR TOTAL:	**1,020.00**
1544-SALSBURY INDUSTRIES		
206986	ENGINEERING * MAILBOX * MATT	2,803.05
	VENDOR TOTAL:	**2,803.05**
3892-SQUARE GROVE LLC		
206989	ENGINEERING * PHASE 2A FURNITURE * MATT	25,092.00
	VENDOR TOTAL:	**25,092.00**
	DIVISION TOTAL:	**231,296.17**
	DEPARTMENT TOTAL:	**231,431.17**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
15-ATTORNEY		
15-ATTORNEY		
2583-BEST BEST & KRIEGER LLP		
206816	CHARTER RENEWAL	138.00
	VENDOR TOTAL:	**138.00**
2312-THOMSON WEST		
206716	SUBSCRIPTION	774.76
	VENDOR TOTAL:	**774.76**
	DIVISION TOTAL:	**912.76**
	DEPARTMENT TOTAL:	**912.76**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
5143-RYAN SCHROCK		
206685	DRUG AND ALCOHOL TESTING	422.00
206796	DRUG AND ALCOHOL	292.00
	VENDOR TOTAL:	**714.00**
1804-SIMPSON'S PRINTING		
206703	OFFICER TRADING CARDS	27.50
206704	OFFICE TRADING CARDS	75.00
	VENDOR TOTAL:	**102.50**
	DIVISION TOTAL:	**816.50**
21-SAFETY		
1511-NORCO INC		
206782	TOURNIQUET	47.49
	VENDOR TOTAL:	**47.49**
	DIVISION TOTAL:	**47.49**
	DEPARTMENT TOTAL:	**863.99**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
26-CUSTOMER SERVICE		
1898-ONLINE UTILITY EXCHANGE		
206714	ONLINE UTILITY EXCHANGE	385.20
	VENDOR TOTAL:	**385.20**
	DIVISION TOTAL:	**385.20**
34-INFORMATION TECHNOLOGY		
4893-ADVANCED NETWORK MANAGEMENT INC		
206911	IT * ENDPOINT SECURITY * MIKE P	5,567.11
206912	FIREWALLS FOR FIRE DEPARTMENT	41,131.52
	VENDOR TOTAL:	**46,698.63**
4025-AGOSTO HOLDINGS, LLC		
206799	GOOGLE VOICE	3,924.88
	VENDOR TOTAL:	**3,924.88**
1339-CDW GOVERNMENT INC		
206934	IT * RSA TOKENS FOR FIRE DEPARTMENT * MIKE P	8,125.48
	VENDOR TOTAL:	**8,125.48**
1358-CENTURYLINK		
206797	TELEPHONE SERVICE	2,887.37
	VENDOR TOTAL:	**2,887.37**
2625-CHARTER MEDIA		
206706	INTERNET SERVICE	1,299.00
	VENDOR TOTAL:	**1,299.00**
55555-MISC EMPLOYEE VENDOR		
206818	TRAVEL REIMBURSEMENT	189.96
206820	TRAVEL REIMBURSEMENT	214.60
	VENDOR TOTAL:	**404.56**
77777-MISC ONE TIME VENDOR		
206841	PRE-EMPLOYMENT SCREENING TRAVEL REIMBURSEMENT	517.16
	VENDOR TOTAL:	**517.16**
2222-VERIZON WIRELESS		
206802	AVL DATA	1,878.56
	VENDOR TOTAL:	**1,878.56**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
2247-VISIONARY COMMUNICATIONS		
206800	INTERNET SERVICE	21.78
206801	INTERNET SERVICE	1,484.58
	VENDOR TOTAL:	**1,506.36**
	DIVISION TOTAL:	**67,242.00**
	DEPARTMENT TOTAL:	**67,627.20**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
1082-ARROW PRINTING AND GRAPHICS INC		
206809	PD ENVELOPES	340.00
	VENDOR TOTAL:	**340.00**
4481-BALCO UNIFORM CO., INC		
206718	NAMETAPE	20.00
206719	BULLET PROOF VEST - HAWK	2,016.00
206720	NAMETAPE	20.00
206721	BULLET PROOF VEST - STOUT	2,016.00
206722	NAMETAPE	20.00
206723	BULLET PROOF VEST - WILCOX	2,016.00
206724	HANDCUFFS	102.56
	VENDOR TOTAL:	**6,210.56**
2483-CAMPBELL COUNTY SHERIFF		
206726	MARCH 2026 PRISONER BILLING	4,200.00
	VENDOR TOTAL:	**4,200.00**
1381-CITY OF GILLETTE		
206804	PETTY CASH REIMBUSEMENT	94.85
	VENDOR TOTAL:	**94.85**
5134-COURTNEY LORRAINE FULGINITI		
206736	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**75.00**
2597-CRAIG FURMAN		
206735	DUI BLOOD DRAW	75.00
206810	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**150.00**
1798-ENTENMANN ROVIN COMPANY		
206734	CHEIF - RETIRED BADGE	188.75
	VENDOR TOTAL:	**188.75**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
55555-MISC EMPLOYEE VENDOR		
206819	FY25/26 SAFETY BOOT ALLOWANCE	200.00
	VENDOR TOTAL:	**200.00**
4700-ROCKY MOUNTAIN ACCREDITATION NETWORK		
206737	2026 MEMBERHIP DUES	225.00
	VENDOR TOTAL:	**225.00**
1804-SIMPSON'S PRINTING		
206703	OFFICER TRADING CARDS	27.50
206704	OFFICE TRADING CARDS	75.00
	VENDOR TOTAL:	**102.50**
4230-UNIVERSAL ATHLETIC LLC		
206727	SHIRTS FOR CAMP POSTCARD	365.47
	VENDOR TOTAL:	**365.47**
2615-WYOMING DEPT OF EMPLOYMENT		
206725	2026 1ST QTR UNEMPLOYMENT	159.93
	VENDOR TOTAL:	**159.93**
	DIVISION TOTAL:	**12,312.06**
42-VOCA/VAWA		
55555-MISC EMPLOYEE VENDOR		
206825	TRAVEL REIMBURSEMENT	1,332.90
	VENDOR TOTAL:	**1,332.90**
	DIVISION TOTAL:	**1,332.90**
	DEPARTMENT TOTAL:	**13,644.96**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
206668	RUG CLEANING	52.06
206669	RUG CLEANING	53.29
206670	RUG CLEANING	68.64
206671	RUG CLEANING	22.92
206672	RUG CLEANING	52.06
206673	RUG CLEANING	53.29
206675	RUG CLEANING	68.64
206681	RUG CLEANING	22.92
	VENDOR TOTAL:	**393.82**
4629-APEX MECHANICAL, LLC		
206696	UPGRADE MECHANICAL ROOM LIGHTING TO LED'S	2,308.23
206697	BOILER CONTROL'S & MAIN POWER ON EMERG POWER	1,042.75
	VENDOR TOTAL:	**3,350.98**
	DIVISION TOTAL:	**3,744.80**
50-PUBLIC WORKS ADMIN		
4096-ETHAN STRAND		
206805	MEMORIAL TREES	390.00
	VENDOR TOTAL:	**390.00**
55555-MISC EMPLOYEE VENDOR		
206821	TRAVEL REIMBURSEMENT	220.40
	VENDOR TOTAL:	**220.40**
4148-TERRY SJOLIN		
206850	SCHEDULING FOR THE FIELDS	900.00
	VENDOR TOTAL:	**900.00**
	DIVISION TOTAL:	**1,510.40**
51-PARKS		
1040-ALSCO		
206678	UNIFORM CLEANING	63.89
206812	UNIFORM CLEANING	63.89

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
	VENDOR TOTAL:	**127.78**
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
206788	ANTELOPE VALLEY PARK WATER	7.50
	VENDOR TOTAL:	**7.50**
3909-CRESTVIEW IMPROVEMENT & SERVICE DISTRICT		
206789	CRESTVIEW PARK WATER	7.50
	VENDOR TOTAL:	**7.50**
4096-ETHAN STRAND		
206700	WEED SPRAYING ON HWY 14/16	2,159.25
206805	MEMORIAL TREES	2,080.00
	VENDOR TOTAL:	**4,239.25**
1999-HAWKINS INC		
206711	SPLASH PAD CHEMICALS	826.54
	VENDOR TOTAL:	**826.54**
1919-PAINTBRUSH SEWER & DRAIN		
206702	PORTA TOILETS	1,876.16
	VENDOR TOTAL:	**1,876.16**
2005-PETE LIEN & SONS INC		
206807	3/4" ROCK	105.00
206808	3/4" ROCK	70.00
206982	PARKS	2,466.65
206983	PARKS	1,957.53
206984	PARKS	2,507.02
	VENDOR TOTAL:	**7,106.20**
2400-WYOMING WATER SOLUTIONS		
206806	WATER AT DALBEY PARK	28.00
	VENDOR TOTAL:	**28.00**
	DIVISION TOTAL:	**14,218.93**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
53-FORESTRY		
4096-ETHAN STRAND		
206805	MEMORIAL TREES	3,300.00
	VENDOR TOTAL:	**3,300.00**
1006-MARK A PORTER		
206786	TREE TRIMMING AND REMOVAL OF TREES	38,875.00
	VENDOR TOTAL:	**38,875.00**
4296-RAYNE GARDENS		
206787	TREE PLANTED IN ROW @ 600 W BOXELDER	3,725.00
	VENDOR TOTAL:	**3,725.00**
	DIVISION TOTAL:	**45,900.00**
54-STREETS		
1040-ALSCO		
206676	UNIFORM CLEANING	67.09
	VENDOR TOTAL:	**67.09**
5186-FALCON CONSTRUCTION, LLC		
206710	CURB REPAIRS COLLINS & GARNER LAKE	8,500.00
	VENDOR TOTAL:	**8,500.00**
1264-MCM GENERAL CONTRACTORS		
206909	ANNUAL TRENCHING AND BORING AG	5,873.50
	VENDOR TOTAL:	**5,873.50**
1919-PAINTBRUSH SEWER & DRAIN		
206701	PORTA TAOILETS	265.00
	VENDOR TOTAL:	**265.00**
	DIVISION TOTAL:	**14,705.59**
	DEPARTMENT TOTAL:	**80,079.72**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
4583-KATIE J GOLINVAUX		
206686	PROFESSIONAL DEVELOPEMENT FOR ENGINEERING	800.00
	VENDOR TOTAL:	**800.00**
2179-TYLER TECHNOLOGIES INC		
206707	DIGEPLAN IMPLEMENTATION	1,575.00
206798	DIGEPLAN FOR EPL	102,000.00
	VENDOR TOTAL:	**103,575.00**
	DIVISION TOTAL:	**104,375.00**
61-BUILDING INSPECTION		
55555-MISC EMPLOYEE VENDOR		
206822	TRAVEL REIMBURSEMENT	371.72
	VENDOR TOTAL:	**371.72**
	DIVISION TOTAL:	**371.72**
62-TRAFFIC SAFETY		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
206690	SIGNAL MAINTENANCE AT SHOSHONE AND ENZI	760.00
	VENDOR TOTAL:	**760.00**
	DIVISION TOTAL:	**760.00**
	DEPARTMENT TOTAL:	**105,506.72**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
31-CITY CLERK/PRINT SHOP		
1381-CITY OF GILLETTE		
206804	PETTY CASH REIMBUSEMENT	54.00
	VENDOR TOTAL:	**54.00**
	DIVISION TOTAL:	**54.00**
32-JUDICIAL		
4966-APRIL SHIPPY		
206687	INTERPRET HEARING	60.00
	VENDOR TOTAL:	**60.00**
2483-CAMPBELL COUNTY SHERIFF		
206726	MARCH 2026 PRISONER BILLING	7,800.00
	VENDOR TOTAL:	**7,800.00**
4003-MICHAEL STULKEN		
206817	DEFENSE ATTORNEY	500.00
	VENDOR TOTAL:	**500.00**
55555-MISC EMPLOYEE VENDOR		
206826	TRAVEL REIMBURSEMENT	193.84
	VENDOR TOTAL:	**193.84**
	DIVISION TOTAL:	**8,553.84**
	DEPARTMENT TOTAL:	**8,607.84**
	FUND TOTAL:	**514,438.05**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
4852-CAMPCO FEDERAL CREDIT UNION		
206869	SUTHERLAND SUBDIVISION R & O -	15,109.66
	VENDOR TOTAL:	**15,109.66**
1477-CROELL INC		
206868	SUTHERLAND SUBDIVISION R & O	287,083.57
	VENDOR TOTAL:	**287,083.57**
1559-DOWL LLC		
206901	WESTOVER ROAD RETAINING WALL	226.00
	VENDOR TOTAL:	**226.00**
1684-DRM INC		
206854	FOOTHILLS BOULEVARD DRAINAGE I	169,262.05
206858	HERITAGE LIFT STATION REPLACEM	126,857.96
	VENDOR TOTAL:	**296,120.01**
1864-FIRST NATIONAL BANK OF GILLETTE		
206861	CENTRAL CONTROL PHASE 2 * RETA	3,352.23
	VENDOR TOTAL:	**3,352.23**
1866-FIRST NORTHERN BANK OF WYOMING		
206855	FOOTHILLS BOULEVARD DRAINAGE I	8,908.53
206859	HERITAGE LIFT STATION REPLACEM	6,676.73
	VENDOR TOTAL:	**15,585.26**
1450-HDR ENGINEERING INC		
206893	HERITAGE LIFT STATION REPLACEM	34,810.29
	VENDOR TOTAL:	**34,810.29**
5234-HERITAGE LANDSCAPE SUPPLY GROUP INC		
206971	PARKS	1,458.00
	VENDOR TOTAL:	**1,458.00**
1560-HLADKY CONSTRUCTION		
206860	CENTRAL CONTROL PHASE 2	63,692.51
	VENDOR TOTAL:	**63,692.51**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1754-KLJ ENGINEERING LLC		
206871	REMINGTON DRAINAGE IMPROVEMENT	938.72
206888	BUTLER SPAETH & 6TH STREET SEW	5,934.98
206900	O'HARA DRIVE WATER MAIN	11,370.86
206903	WARREN AVE WATER MAIN REPLACEM	10,947.38
	VENDOR TOTAL:	**29,191.94**
1312-MORRISON MAIERLE INC		
206882	FOOTHILLS DRAINAGE IMPROVEMENT	21,354.00
206902	DALBEY MEMORIAL PARK PARK #7:	10,500.00
	VENDOR TOTAL:	**31,854.00**
1313-MOTOROLA		
206708	PD DISPATCH CONSOLE UPGRADE	56,872.30
	VENDOR TOTAL:	**56,872.30**
4226-NATHAN G STEINER		
206891	ANTELOPE VALLEY PLAYGROUND	2,503.51
206898	SHOSHONE AVE BEAUTIFICATION	5,384.34
	VENDOR TOTAL:	**7,887.85**
1958-PCA ENGINEERING INC		
206873	RC RANCH MILL AND OVERLAY	935.00
206874	OAKCREST-KNOLLWOOD INTERSECTIO	2,450.00
206875	2026 CHIP SEAL PROJECT	393.75
206878	ANTELOPE VALLEY ROAD MAINTENAN	5,743.25
206881	ECHETA ROAD RECONSTRUCTION	4,651.00
206886	SPRUCE & KLUVER SURFACING	375.00
206887	ANNUAL CRACK SEALING PROJECT	408.75
206892	2026 ASPHALT POTHOLE REPAIR PR	5,615.00
206895	IRRIGATION CENTRAL CONTROL PHA	287.00
	VENDOR TOTAL:	**20,858.75**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
2005-PETE LIEN & SONS INC		
206982	PARKS	3,879.05
206983	PARKS	3,078.42
206984	PARKS	3,942.53
	VENDOR TOTAL:	**10,900.00**
5064-RVE, INC		
206908	4J ROAD IRRIGATION PHASE 2A	4,357.50
	VENDOR TOTAL:	**4,357.50**
2363-WWC ENGINEERING		
206872	COLLINS HEIGHTS WATER FITTING	5,664.50
206876	2025 ALLEY PROJECT	13,067.50
206885	SUNNYSIDE RESURFACING PROJECT	640.50
206889	WINDLAND SURFACING PROJECT	13,873.75
206890	WINDLAND SURFACING PROJECT	8,614.50
206896	SUTHERNLAND SUBDIVISION R & O	8,560.40
206905	RC RANCH N MILL AND OVERLAY	7,914.75
206906	2025 ROHAN DRAINAGE * DESIGN	411.75
	VENDOR TOTAL:	**58,747.65**
2432-WYOMING DEPT OF TRANSPORTATION		
206844	SINCLAIR EXTENSION - WYDOT IN HOUSE DESIGN SERVICE	20.23
	VENDOR TOTAL:	**20.23**
	DIVISION TOTAL:	**938,127.75**
	DEPARTMENT TOTAL:	**938,127.75**
	FUND TOTAL:	**938,127.75**

Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1684-DRM INC		
206866	GRWSP PRIORITY V (AIRPORT/MEAN	67,815.02
	VENDOR TOTAL:	**67,815.02**
1866-FIRST NORTHERN BANK OF WYOMING		
206867	GRWSP PRIORITY V (AIRPORT/MEAN	3,569.21
	VENDOR TOTAL:	**3,569.21**
1312-MORRISON MAIERLE INC		
206884	RED HILLS TANK PROJECT	7,638.00
206897	GRWSP - PH 5 DISTRICT EXT	23,755.13
	VENDOR TOTAL:	**31,393.13**
	DIVISION TOTAL:	**102,777.36**
	DEPARTMENT TOTAL:	**102,777.36**
	FUND TOTAL:	**102,777.36**

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
55555-MISC EMPLOYEE VENDOR		
206824	TRAVEL REIMBURSEMENT	92.20
	VENDOR TOTAL:	**92.20**
	DIVISION TOTAL:	**92.20**
	DEPARTMENT TOTAL:	**92.20**
	FUND TOTAL:	**92.20**

Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
206677	UNIFORM CLEANING	12.48
	VENDOR TOTAL:	**12.48**
2434-AMERICAN WELDING & GAS INC		
206712	CYLINDER RENT	122.90
206713	CYLINDER RENT	38.75
	VENDOR TOTAL:	**161.65**
2303-WESTERN WASTE SOLUTIONS INC		
206790	RECYCLING	5,900.00
206791	3 YARD DUMPSTER	97.00
	VENDOR TOTAL:	**5,997.00**
	DIVISION TOTAL:	**6,171.13**
	DEPARTMENT TOTAL:	**6,171.13**
	FUND TOTAL:	**6,171.13**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1381-CITY OF GILLETTE		
206842	PS #1 UPGRADES BULK CONSTRUCTION WATER	87.84
	VENDOR TOTAL:	**87.84**
5205-FERGUSON US HOLDINGS, INC		
206951	WATER * 36" PARTS LIST * COOPER	420.25
206956	WATER * REDUCER * COOPER	1,016.84
	VENDOR TOTAL:	**1,437.09**
5094-GARNEY COMPANIES		
206894	30-INCH MADISON PIPELINE RECON	47,813.60
	VENDOR TOTAL:	**47,813.60**
1422-GILLETTE CONTRACTORS SUPPLY INC		
206941	WATER * FRAME AND COVER * COOPER	649.62
206942	WATER * FRAME AND COVER * COOPER	380.41
	VENDOR TOTAL:	**1,030.03**
1450-HDR ENGINEERING INC		
206883	30" MADISON WATERLINE REPAIR	9,375.00
	VENDOR TOTAL:	**9,375.00**
2035-POWDER RIVER ENERGY CORPORATION		
206845	ELECTRIC - GILLETTE AIRPORT BUILDING	39.33
	VENDOR TOTAL:	**39.33**
2114-RAILROAD MANAGEMENT CO LLC		
206693	LICENSE FEES - TWO 30" WATER PIPELINE	458.76
206694	LICENSE FEES - 30" WATER PIPELINE CROSSING	458.76
	VENDOR TOTAL:	**917.52**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
206691	MADISON 30" BLOW-OFF VALVES	39,995.00
206692	F-BLOWOUT VALVE REPLACEMENT CHANGE ORDER	10,411.06
	VENDOR TOTAL:	**50,406.06**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1802-SIMON CONTRACTORS		
206793	ROAD BASE	1,963.66
206794	ROAD BASE	1,328.14
	VENDOR TOTAL:	**3,291.80**
4406-TWIN PEAKS PUMP & SUPPLY, INC		
206991	WATER * 30" MADISON * COOPER	1,677.50
	VENDOR TOTAL:	**1,677.50**
	DIVISION TOTAL:	**116,075.77**
	DEPARTMENT TOTAL:	**116,075.77**
	FUND TOTAL:	**116,075.77**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1447-ANIXTER POWER SOLUTIONS		
206815	CRIMPER REPAIR	2,563.20
206925	ELECTRICAL * CONDUX * ROLLIN	420.65
	VENDOR TOTAL:	**2,983.85**
1901-FRONTIER PRECISION INC		
206814	LOCATE BATTERIES AND CHARGERS	1,993.00
	VENDOR TOTAL:	**1,993.00**
1264-MCM GENERAL CONTRACTORS		
206846	ANNUAL TRENCHING AND BORING AG	37,872.50
206848	ANNUAL TRENCHING AND BORING AG	45,609.50
	VENDOR TOTAL:	**83,482.00**
55555-MISC EMPLOYEE VENDOR		
206823	FY25/26 SAFETY BOOT REIMBURSEMENT	50.00
	VENDOR TOTAL:	**50.00**
1958-PCA ENGINEERING INC		
206910	PROFESSIONAL SURVEYING & EASEM	782.25
	VENDOR TOTAL:	**782.25**
	DIVISION TOTAL:	**89,291.10**
	DEPARTMENT TOTAL:	**89,291.10**
	FUND TOTAL:	**89,291.10**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
206674	UNIFORM CLEANING	200.25
206682	UNIFORM CLEANING	198.83
	VENDOR TOTAL:	**399.08**
1077-ARCHITECTURAL SPECIALTIES LLC		
206717	SEPTAGE RECEIVING DOOR IMPROVEMENTS	776.02
	VENDOR TOTAL:	**776.02**
3894-CAMPBELL COUNTY LANDFILL		
206792	APRIL 2026 WW LANDFILL	176.25
	VENDOR TOTAL:	**176.25**
3904-CBH CO-OP		
206933	WASTEWATER * DIESEL	4,244.29
	VENDOR TOTAL:	**4,244.29**
1792-ENERGY LABORATORIES INC		
206705	TESTING	425.50
206715	TESTING	3,843.00
	VENDOR TOTAL:	**4,268.50**
1450-HDR ENGINEERING INC		
206877	WWTF HEADWORKS IMPROVEMENTS PR	39,341.25
206904	WWTP PHASE II PROJECTS	10,952.50
	VENDOR TOTAL:	**50,293.75**
1549-HILLCREST SPRING WATER INC		
206684	DISTILLED WATER	187.50
	VENDOR TOTAL:	**187.50**
1589-HOT IRON		
206843	ANTELOPE VALLEY SEWER REPAIRS	33,602.40
	VENDOR TOTAL:	**33,602.40**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
206683	HVAC REPAIRS IN ENERGY BUILDING	1,333.79
206795	WATER HEATER REPAIRS	150.00

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
	VENDOR TOTAL:	**1,483.79**
5225-ROTOCHOPPER INC		
206985	WASTEWATER GRINDER - ROTOCHOPPER	999,473.00
	VENDOR TOTAL:	**999,473.00**
5133-SLETTEN CONSTRUCTION OF WYOMING, INC		
206907	WWTP PH II CMAR	4,707.50
	VENDOR TOTAL:	**4,707.50**
2070-SOUTHERN COMPUTER WAREHOUSE		
206987	WASTEWATER SYNOLOGY - CAMERA STORAGE EXPANSION	4,097.28
	VENDOR TOTAL:	**4,097.28**
2406-XEROX CORPORATION		
206811	COPIER METER READ	47.66
	VENDOR TOTAL:	**47.66**
	DIVISION TOTAL:	**1,103,757.02**
	DEPARTMENT TOTAL:	**1,103,757.02**
	FUND TOTAL:	**1,103,757.02**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
4550-BIGHORN MOUNTAIN ELECTRIC LLC		
206698	DEMO ALL OLD WASH BAY LIGHTING	776.36
206699	INSTALL NEW LED LIGHTING IN OLD WASH BAY	4,314.80
	VENDOR TOTAL:	**5,091.16**
	DIVISION TOTAL:	**5,091.16**
	DEPARTMENT TOTAL:	**5,091.16**
	FUND TOTAL:	**5,091.16**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
206913	ELECTRICAL WAREHOUSE INVENTORY	2,515.20
206914	ELECTRICAL WAREHOUSE INVENTORY	169.20
206915	ELECTRICAL WAREHOUSE INVENTORY	195.17
206916	ELECTRICAL WAREHOUSE INVENTORY	2,599.20
206917	ELECTRICAL INVENTORY	9,050.00
206918	ELECTRICAL INVENTORY	121.30
206919	ELECTRICAL INVENTORY	702.00
206920	ELECTRICAL INVENTORY	100.80
206921	ELECTRICAL INVENTORY	920.85
206922	ELECTRICAL INVENTORY	109.06
206923	ELECTRICAL WAREHOUSE INVENTORY	239.88
206924	WATER WAREHOUSE INVENTORY	406.32
	VENDOR TOTAL:	**17,128.98**
1197-BORDER STATES ELECTRIC		
206929	ELECTRICAL INVENTORY	324.00
206930	ELECTRICAL INVENTORY	283.70
206931	ELECTRICAL INVENTORY	570.00
206932	ELECTRICAL INVENTORY	342.00
	VENDOR TOTAL:	**1,519.70**
2852-CORE & MAIN		
206944	WATER INVENTORY	111,600.00
206945	WATER INVENTORY	256.00
206946	WATER WAREHOUSE INVENTORY	1,607.37
	VENDOR TOTAL:	**113,463.37**
1519-CRUM ELECTRIC SUPPLY COMPANY		
206947	ELECTRICAL WAREHOUSE INVENTORY	887.64
206948	ELECTRICAL WAREHOUSE INVENTORY	52.92
206949	ELECTRICAL INVENTORY	647.76
206950	ELECTRICAL INVENTORY	1,153.55

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
	VENDOR TOTAL:	**2,741.87**
5205-FERGUSON US HOLDINGS, INC		
206952	WASTEWATER INVENTORY	3,575.00
206953	WATER INVENTORY	975.70
206954	WATER WAREHOUSE INVENTORY	132.34
206955	WATER INVENTORY	148.00
	VENDOR TOTAL:	**4,831.04**
1870-FLAGSHOOTER LLC		
206957	ELECTRICAL WAREHOUSE INVENTORY	1,014.06
	VENDOR TOTAL:	**1,014.06**
1422-GILLETTE CONTRACTORS SUPPLY INC		
206936	WATER WAREHOUSE INVENTORY	219.66
206937	WATER WAREHOUSE INVENTORY	617.65
206938	ELECTRICAL WAREHOUSE INVENTORY	113.31
206939	PARKS WAREHOUSE INVENTORY	1,042.14
206940	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	66.96
206943	PARKS INVENTORY	1,040.60
	VENDOR TOTAL:	**3,100.32**
4985-GILLETTE STEEL CENTER		
206967	ELECTRICAL INVENTORY	1,512.00
	VENDOR TOTAL:	**1,512.00**
1947-GILLETTE WINNELSON COMPANY		
206968	WATER WAREHOUSE INVENTORY	61.82
206969	WATER WAREHOUSE INVENTORY	34.50
	VENDOR TOTAL:	**96.32**
1479-NEWMAN SIGNS INC		
206975	TRAFFIC INVENTORY	1,478.80
	VENDOR TOTAL:	**1,478.80**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1511-NORCO INC		
206976	WATER INVENTORY	35.07
206977	ELECTRICAL WAREHOUSE INVENTORY	48.60
	VENDOR TOTAL:	**83.67**
5213-PARTSONE WYOSD LLC		
206980	VEHICLE MAINTENANCE WAREHOUSE	239.00
	VENDOR TOTAL:	**239.00**
2289-WESCO DISTRIBUTION INC		
206992	ELECTRICAL WAREHOUSE INVENTORY	842.36
206993	ELECTRICAL WAREHOUSE INVENTORY	477.60
	VENDOR TOTAL:	**1,319.96**
	DIVISION TOTAL:	**148,529.09**
	DEPARTMENT TOTAL:	**148,529.09**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
1040-ALSCO		
206680	RUG CLEANING	33.18
206813	RUG CLEANING	33.18
	VENDOR TOTAL:	**66.36**
2263-WASTE CONNECTIONS OF WYOMING		
206695	WARLOW YARD TRASH	870.16
	VENDOR TOTAL:	**870.16**
	DIVISION TOTAL:	**936.52**
	DEPARTMENT TOTAL:	**936.52**
	FUND TOTAL:	**149,465.61**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
2677-CENTRAL TRUCK & DIESEL INC		
206935	VM INVENTORY	304.28
	VENDOR TOTAL:	**304.28**
4128-GROSSENBURG IMPLEMENT INCORPORATED		
206970	VM INVENTORY	275.76
	VENDOR TOTAL:	**275.76**
3398-JACK'S TRUCK CENTER INC		
206959	VM INVENTORY	251.86
206960	VM INVENTORY	209.64
206961	VM INVENTORY	84.93
206962	VM INVENTORY	144.64
206963	VM INVENTORY	12.63
206964	VM	14.19
206965	VM INVENTORY	121.93
206966	VM INVENTORY	177.99
	VENDOR TOTAL:	**1,017.81**
5130-JENNER EQUIPMENT CO		
206973	VM INVENTORY	102.33
	VENDOR TOTAL:	**102.33**
5213-PARTSONE WYOSD LLC		
206981	VM INVENTORY	349.99
	VENDOR TOTAL:	**349.99**
2074-SOUTHWESTERN EQUIPMENT COMPANY		
206988	VM INVENTORY	1,902.66
	VENDOR TOTAL:	**1,902.66**
5019-TRANSOURCE TRUCK & EQUIPMENT		
206990	VM INVENTORY	1,330.99
	VENDOR TOTAL:	**1,330.99**
2385-WYOMING MACHINERY CO		
207000	VM INVENTORY	215.44

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
2385-WYOMING MACHINERY CO		
207001	VM INVENTORY	2,358.02
207002	VM INVENTORY	1,179.01
	VENDOR TOTAL:	**3,752.47**
	DIVISION TOTAL:	**9,036.29**
	DEPARTMENT TOTAL:	**9,036.29**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1040-ALSCO		
206679	UNIFORM CLEANING	147.84
	VENDOR TOTAL:	**147.84**
1041-ALTEC INDUSTRIES INC		
206774	PARTS	2,448.00
	VENDOR TOTAL:	**2,448.00**
5166-BEGG BOROUGH STEEL, LLC		
206738	PARTS	764.49
	VENDOR TOTAL:	**764.49**
1167-BIG HORN TIRE INC		
206767	TIRES	757.72
	VENDOR TOTAL:	**757.72**
1171-BIGHORN HYDRAULICS INC		
206768	PARTS	103.25
206769	PARTS	125.93
206770	PARTS	63.35
206771	PARTS	121.88
	VENDOR TOTAL:	**414.41**
4292-CAR-KNACK INC		
206783	SEAT COVERS AND RUNNING BOARDS	1,230.00
206784	SEAT COVERS AND RUNNING BOARDS	1,230.00
	VENDOR TOTAL:	**2,460.00**
1525-CUMMINS ROCKY MOUNTAIN INC		
206779	REPAIRS	8,987.60
	VENDOR TOTAL:	**8,987.60**
4128-GROSSENBURG IMPLEMENT INCORPORATED		
206775	PARTS	50.72
206776	PARTS	641.48
	VENDOR TOTAL:	**692.20**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3398-JACK'S TRUCK CENTER INC		
206777	PARTS	3,188.76
206778	REPAIR	220.35
	VENDOR TOTAL:	**3,409.11**
1291-MIDLAND IMPLEMENT CO INC		
206785	PARTS	164.17
	VENDOR TOTAL:	**164.17**
1511-NORCO INC		
206782	TOURNIQUET	94.98
	VENDOR TOTAL:	**94.98**
5213-PARTSONE WYOSD LLC		
206739	CORE DEPOSIT	-18.00
206740	RETURN PARTS	-433.90
206741	PARTS	71.86
206742	PARTS	295.90
206743	PARTS	28.98
206744	PARTS	26.64
206745	PARTS	91.86
206746	PARTS	68.65
206747	PARTS	26.66
206748	PARTS	138.18
206749	PARTS	1,128.00
206750	PARTS	138.88
206752	PARTS	59.12
206753	PARTS	26.00
206754	CORE DEPOSIT	-67.00
206755	PARTS	52.78
206756	PARTS	530.97
206758	PARTS	134.04
206759	PARTS	0.80

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
	VENDOR TOTAL:	**2,300.42**
2120-RAZOR CITY RENTAL		
206780	TRIMMERLINE	15.69
	VENDOR TOTAL:	**15.69**
4967-RDO EQUIPMENT CO		
206772	PARTS	1,000.95
206773	PARTS	40.90
	VENDOR TOTAL:	**1,041.85**
4851-SYN-TECH SYSTEMS, INC		
206781	FUEL MASTER UPGRADE	300.50
	VENDOR TOTAL:	**300.50**
2315-THUNDER BASIN FORD LLC		
206766	PARTS	48.00
	VENDOR TOTAL:	**48.00**
2309-WHITE'S FRONTIER MOTORS		
206762	PARTS	956.80
206763	CORE DEPOSIT	-100.00
206764	PARTS	108.53
206765	PARTS	387.88
	VENDOR TOTAL:	**1,353.21**
	DIVISION TOTAL:	**25,400.19**
37-VEHICLE REPLACEMENT		
3398-JACK'S TRUCK CENTER INC		
206958	NEW REFUSE TRUCK	459,220.00
	VENDOR TOTAL:	**459,220.00**
5213-PARTSONE WYOSD LLC		
206757	PARTS	403.98
	VENDOR TOTAL:	**403.98**
	DIVISION TOTAL:	**459,623.98**
	DEPARTMENT TOTAL:	**485,024.17**

	FUND TOTAL:	**494,060.46**
	GRAND TOTAL:	**3,519,347.61**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
3379-BLACK HILLS ENERGY		
205841	NATURAL GAS - 525 EXCHANGE AVE	84.89
	VENDOR TOTAL:	**84.89**
	DIVISION TOTAL:	**84.89**
45-ANIMAL SHELTER		
3379-BLACK HILLS ENERGY		
205842	NATURAL GAS - 950 WARLOW-ANIMAL SHELTER	372.89
	VENDOR TOTAL:	**372.89**
	DIVISION TOTAL:	**372.89**
	DEPARTMENT TOTAL:	**457.78**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
3379-BLACK HILLS ENERGY		
205843	NATURAL GAS - 950 W WARLOW DR	130.61
205844	NATURAL GAS - 808 W WARLOW DR	243.84
205845	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS BLVD	2,091.62
	VENDOR TOTAL:	**2,466.07**
	DIVISION TOTAL:	**2,466.07**
51-PARKS		
3379-BLACK HILLS ENERGY		
205846	NATURAL GAS - 2902 S DOUGLAS HWY	196.98
	VENDOR TOTAL:	**196.98**
	DIVISION TOTAL:	**196.98**
	DEPARTMENT TOTAL:	**2,663.05**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
62-TRAFFIC SAFETY		
3379-BLACK HILLS ENERGY		
205847	NATURAL GAS - 800 N BURMA AVE, SHOP	76.29
	VENDOR TOTAL:	**76.29**
	DIVISION TOTAL:	**76.29**
	DEPARTMENT TOTAL:	**76.29**
	FUND TOTAL:	**3,197.12**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3379-BLACK HILLS ENERGY		
205845	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS BLVD	112.70
205848	NATURAL GAS - 200 ROCK RD, GEN	44.17
205849	NATURAL GAS - 816 W WARLOW DR	482.67
205856	NATURAL GAS - W LAKEWAY, DOUD RD, EXCHANGE AVE	210.93
	VENDOR TOTAL:	**850.47**
	DIVISION TOTAL:	**850.47**
77-SWIMMING POOL		
3379-BLACK HILLS ENERGY		
205850	NATURAL GAS - 909 S GILLETTE AVE	269.99
	VENDOR TOTAL:	**269.99**
	DIVISION TOTAL:	**269.99**
	DEPARTMENT TOTAL:	**1,120.46**
	FUND TOTAL:	**1,120.46**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
3379-BLACK HILLS ENERGY		
205851	NATURAL GAS - 940 W WARLOW DR	175.13
	VENDOR TOTAL:	**175.13**
	DIVISION TOTAL:	**175.13**
	DEPARTMENT TOTAL:	**175.13**
	FUND TOTAL:	**175.13**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
3379-BLACK HILLS ENERGY		
205852	NATURAL GAS - 4520 UNIVERSITY RD	47.51
205853	NATURAL GAS - 1700 PLUM CRK	36.89
205854	NATURAL GAS - 3101 S GARNER LAKE RD	5,411.77
205855	NATURAL GAS - 2881 S GARNER LAKE RD	44.24
	VENDOR TOTAL:	**5,540.41**
	DIVISION TOTAL:	**5,540.41**
	DEPARTMENT TOTAL:	**5,540.41**
	FUND TOTAL:	**5,540.41**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
3379-BLACK HILLS ENERGY		
205856	NATURAL GAS - W LAKEWAY, DOUD RD, EXCHANGE AVE	186.23
205857	NATURAL GAS - 611 N EXCHANGE AVE	944.03
205858	NATURAL GAS - 561 COMMERICAL DR	954.86
205859	NATURAL GAS - 624 COMMERCIAL DR	1,656.14
	VENDOR TOTAL:	**3,741.26**
	DIVISION TOTAL:	**3,741.26**
	DEPARTMENT TOTAL:	**3,741.26**
	FUND TOTAL:	**3,741.26**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
3379-BLACK HILLS ENERGY		
205860	NATURAL GAS - 800 BURMA AVE	440.55
	VENDOR TOTAL:	**440.55**
	DIVISION TOTAL:	**440.55**
	DEPARTMENT TOTAL:	**440.55**
	FUND TOTAL:	**440.55**
	GRAND TOTAL:	**14,214.93**

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2432-WYOMING DEPT OF TRANSPORTATION		
206659	TRANSFER PLATE	2.00
	VENDOR TOTAL:	**2.00**
	DIVISION TOTAL:	**2.00**
	DEPARTMENT TOTAL:	**2.00**
	FUND TOTAL:	**2.00**
	GRAND TOTAL:	**2.00**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
2741-WYOMING DEPARTMENT OF AGRICULTURE		
206728	REGISTRATION - A AGUILAR	390.00
206729	REGISTRATION - P TABOR	390.00
206730	REGISTRATION - B BALCOM	390.00
206731	REGISTRATION - J PRATT	390.00
206733	REGISTRATION - C MARASCO	390.00
	VENDOR TOTAL:	**1,950.00**
	DIVISION TOTAL:	**1,950.00**
	DEPARTMENT TOTAL:	**1,950.00**
	FUND TOTAL:	**1,950.00**
	GRAND TOTAL:	**1,950.00**

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3379-BLACK HILLS ENERGY		
206667	NATURAL GAS - 13144 HIGHWAY 51	32.95
	VENDOR TOTAL:	**32.95**
	DIVISION TOTAL:	**32.95**
	DEPARTMENT TOTAL:	**32.95**
	FUND TOTAL:	**32.95**
	GRAND TOTAL:	**32.95**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
5051-HEALTHEQUITY, INC.		
206662	WEEKLY CLAIMS	2,036.78
	VENDOR TOTAL:	**2,036.78**
	DIVISION TOTAL:	**2,036.78**
	DEPARTMENT TOTAL:	**2,036.78**
	FUND TOTAL:	**2,036.78**

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Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
206663	APRIL 2026 ADMIN FEES AND STOP/LOSS	108,513.06
206664	DRUG COSTS, CLAIMS, COTIVITI, CASH FLOW REG	94,755.43
	VENDOR TOTAL:	**203,268.49**
	DIVISION TOTAL:	**203,268.49**
	DEPARTMENT TOTAL:	**203,268.49**
	FUND TOTAL:	**203,268.49**
	GRAND TOTAL:	**205,305.27**

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
5051-HEALTHEQUITY, INC.		
206829	WEEKLY CLAIMS	3,937.54
206830	HRA/FSA DEDUCTION INVOICE	966.84
	VENDOR TOTAL:	**4,904.38**
2435-WYOMING STATE		
206833	APRIL 2026 SALES AND USE TAX	2.50
	VENDOR TOTAL:	**2.50**
	DIVISION TOTAL:	**4,906.88**
	DEPARTMENT TOTAL:	**4,906.88**
	FUND TOTAL:	**4,906.88**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
4280-WILSON & COMPANY, INC		
206831	BNSF FLAGGING FEES FOR UTILITY WORK ON ECHETA PROJ	191,450.00
	VENDOR TOTAL:	**191,450.00**
	DIVISION TOTAL:	**191,450.00**
	DEPARTMENT TOTAL:	**191,450.00**
	FUND TOTAL:	**191,450.00**

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
206833	APRIL 2026 SALES AND USE TAX	113,326.79
	VENDOR TOTAL:	**113,326.79**
	DIVISION TOTAL:	**113,326.79**
	DEPARTMENT TOTAL:	**113,326.79**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2697-BLACK HILLS WYOMING LLC		
206828	MAY 2026 CTII GROUND LEASE	4,635.75
	VENDOR TOTAL:	**4,635.75**
2365-WYODAK RESOURCES DEVELOPMENT CORP		
206832	MAY 2026 WYGEN III GROUND LEASE	46,710.43
	VENDOR TOTAL:	**46,710.43**
	DIVISION TOTAL:	**51,346.18**
	DEPARTMENT TOTAL:	**51,346.18**
	FUND TOTAL:	**164,672.97**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
206833	APRIL 2026 SALES AND USE TAX	631.27
	VENDOR TOTAL:	**631.27**
	DIVISION TOTAL:	**631.27**
	DEPARTMENT TOTAL:	**631.27**
	FUND TOTAL:	**631.27**

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Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
206834	DRUG COSTS, WEEKY CLAIMS, COTIVITI, CASH FLOW REG	159,851.90
	VENDOR TOTAL:	**159,851.90**
	DIVISION TOTAL:	**159,851.90**
	DEPARTMENT TOTAL:	**159,851.90**
	FUND TOTAL:	**159,851.90**
	GRAND TOTAL:	**521,513.02**

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Mayor Lundvall - $399,123.89
S&S Builders - Pump Station #1 Upgrades - $345,644.24
First National Bank - Pump Station #1 Upgrades Retainage - $18,191.81
S&S Builders -2026 Asphalt Pothole Repairs - $33,297.83
First National Bank - 2026 Asphalt Pothole Repairs Retainage - $1,752.52
Travel Reimbursement - $237.49

SUGGESTED ACTION:

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

CASE BACKGROUND:

Mayor Lundvall - $399,123.89
S&S Builders - Pump Station #1 Upgrades - $345,644.24
First National Bank - Pump Station #1 Upgrades Retainage - $18,191.81
S&S Builders -2026 Asphalt Pothole Repairs - $33,297.83
First National Bank - 2026 Asphalt Pothole Repairs Retainage - $1,752.52
Travel Reimbursement - $237.49

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Conflict Claims

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
55555-MISC EMPLOYEE VENDOR		
206827	TRAVEL REIMBURSEMENT	237.49
	VENDOR TOTAL:	**237.49**
	DIVISION TOTAL:	**237.49**
	DEPARTMENT TOTAL:	**237.49**
	FUND TOTAL:	**237.49**

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Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1864-FIRST NATIONAL BANK OF GILLETTE		
206857	2026 ASPHALT POTHOLE REPAIR PR	1,752.52
	VENDOR TOTAL:	**1,752.52**
1493-S & S BUILDERS		
206856	2026 ASPHALT POTHOLE REPAIR PR	33,297.83
	VENDOR TOTAL:	**33,297.83**
	DIVISION TOTAL:	**35,050.35**
	DEPARTMENT TOTAL:	**35,050.35**
	FUND TOTAL:	**35,050.35**

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1864-FIRST NATIONAL BANK OF GILLETTE		
206852	PUMP STATION #1 UPGRADES (RETA	18,191.81
	VENDOR TOTAL:	**18,191.81**
1493-S & S BUILDERS		
206851	PUMP STATION #1 UPGRADES	345,644.24
	VENDOR TOTAL:	**345,644.24**
	DIVISION TOTAL:	**363,836.05**
	DEPARTMENT TOTAL:	**363,836.05**
	FUND TOTAL:	**363,836.05**
	GRAND TOTAL:	**399,123.89**

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Employee Years of Service Recognition ~ Rollin Juby, Utilities, 20 Years

STAFF REFERENCE:

Joff Pilon, Utilities Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration of Special Event Permits for the Following 2026 Frontier Auto Museum Events:
~ Hudson Car Club Meet
~ Vintage Camper & Motorcycle Show
~ Vintage Car Club of America
~ Frontier Auto Museum Car Show

SUGGESTED ACTION:

I move to approve the listed Special Event Permits for the 2026 Frontier Auto Museum Events.

CASE BACKGROUND:

The Clerk's Office, PD, Engineering, and Public Works Departments have reviewed and approved the Street Closure Applications and the associated Alcohol permits.

~Hudson Car Club Meet - June 13, 2026 from 1:00 p.m. to 9:00 p.m. on the 200 Block of Ross Avenue from W 2nd Street to W 3rd Street. 30 vehicles are expected at this gathering. Frontier Auto Museum is requesting barricades & NO roll-outs.

~Vintage Camper & Motorcycle Show - June 27, 2026 beginning at 8:00 a.m. to June 28, 2026 until 12:00 p.m. on the 200 Block of Ross Avenue from W 2nd Street to W 3rd Street. There will be outdoor live music or a P.A. System. 50 vehicles are expected at this gathering. Frontier Auto Museum is requesting 2 roll-outs.

~Vintage Car Club of America - July 9, 2026 from 8:00 a.m. to 5:00 p.m. on the 200 Block of Ross Avenue from W 2nd Street to W 3rd Street. 32 vehicles are expected at this gathering. There will be outdoor live music or a P.A. System. Frontier Auto Museum is requesting barricades & 1 roll-out.

~Frontier Auto Museum Car Show - July 18, 2026 from 8:00 a.m. to 3:00 p.m. on the 200 Black of Ross Avenue from W 2nd Street to W 3rd Street and from Ross Avenue to Richards Avenue. 80 vehicles are expected at this Car Show. Frontier Auto Museum is requesting barricades & 3 roll-outs. There will be outdoor music. Griddle Grub LLC, Jump House Mania, & MainSqueeze Lemonade will all be vendors.

STAFF REFERENCE:

MAPS - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:
Certificate of Insurance
MAP - Hudson Car Show 2026
Hudson Car Club Meet Street Closure Notification Form
MAP - Camper & Motocycle Show
Vintage Camper & Motorcycle Show Street Closure Notification Form
MAP - Vintage Car Club
Vintage Car Club Street Closure Notification Form
MAP - Car Show
Car Show Street Closure Notification Form

HDI GLOBAL INSURANCE COMPANY

A Stock Insurance Company
161 North Clark St., CHICAGO, IL 60601

GENERAL LIABILITY

RENEWAL DECLARATION

POLICY NO: HDI55CL0726470-03/000

RENEWAL OF: HDI55CL0726470-02

NAMED INSURED AND MAILING ADDRESS

FRONTIER AUTO MUSEUM, LLC
211 W 2ND STREET
GILLETTE, WY 82716

AGENCY AND MAILING ADDRESS 4905

TEGELER & ASSOCIATES
P O BOX 829
PINEDALE, WY 82941

POLICY PERIOD: FROM 04/30/2026 TO 04/30/2027 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE		
GENERAL AGGREGATE	$2,000,000	
PRODUCTS – COMPLETED OPERATIONS AGGREGATE	$2,000,000	
PERSONAL INJURY & ADVERTISING INJURY	$1,000,000	
EACH OCCURRENCE	$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	$100,000	ANY ONE PREMISES
MEDICAL EXPENSE	$5,000	ANY ONE PERSON

MISCELLANEOUS COVERAGE – POLICY

COVERAGE	PREMIUM
Enhancement Endorsement Coverage	$209

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

1 211 W 2nd Street, Gillette, WY 82716
2 205 Ross Ave, Gillette, WY 82716

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ TRUST

02-24-26
CL 01 09 16

Frontier Auto Museum Hudson Car Club Meet June 13, 1:00 pm to 9:00 pm



CITY OF GILLETTE

NOTIFICATION OF STREET CLOSURE

DATE: 4/29/26

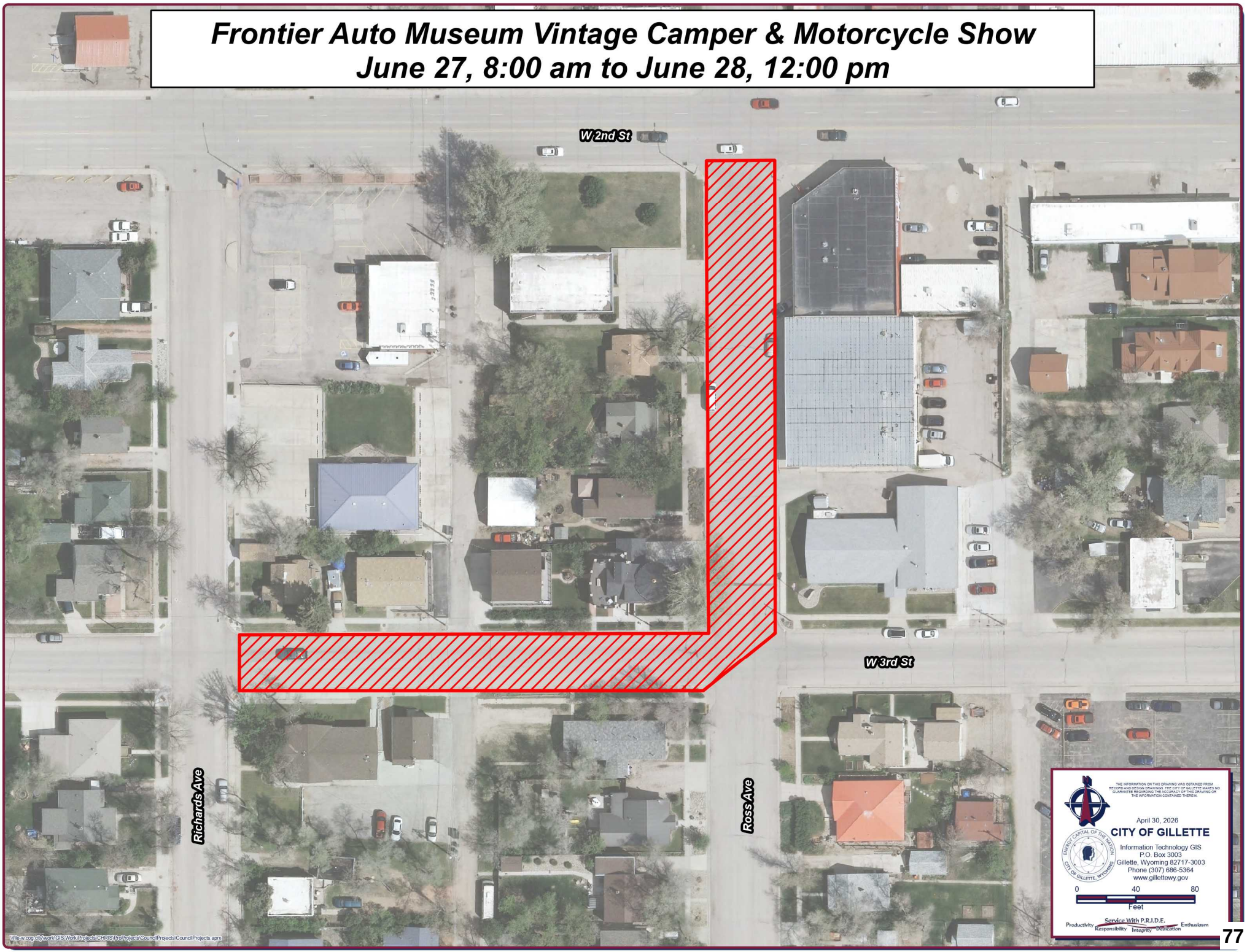
To facilitate the following event, Hudson Essex Terraplane Car Club,
it will be necessary to close the following street(s): 200 Block of Ross Ave.

The closure will be on 6/13/26 (date) beginning at 1:00 pm am/pm, until 9:00 pm am/pm

Your cooperation and consideration is appreciated.

BUSINESS/RESIDENT NAME	ADDRESS	SIGNATURE	DATE
Chuck Remmich	2 OF Ross	Chuck Remmich	4-27-26
Hearing Solutions	202 Ross	Alica Long	4/29/26

Frontier Auto Museum Vintage Camper & Motorcycle Show
June 27, 8:00 am to June 28, 12:00 pm



CITY OF GILLETTE
NOTIFICATION OF STREET CLOSURE

DATE: 4/29/26

To facilitate the following event, Vintage Camper & Motorcycle Show

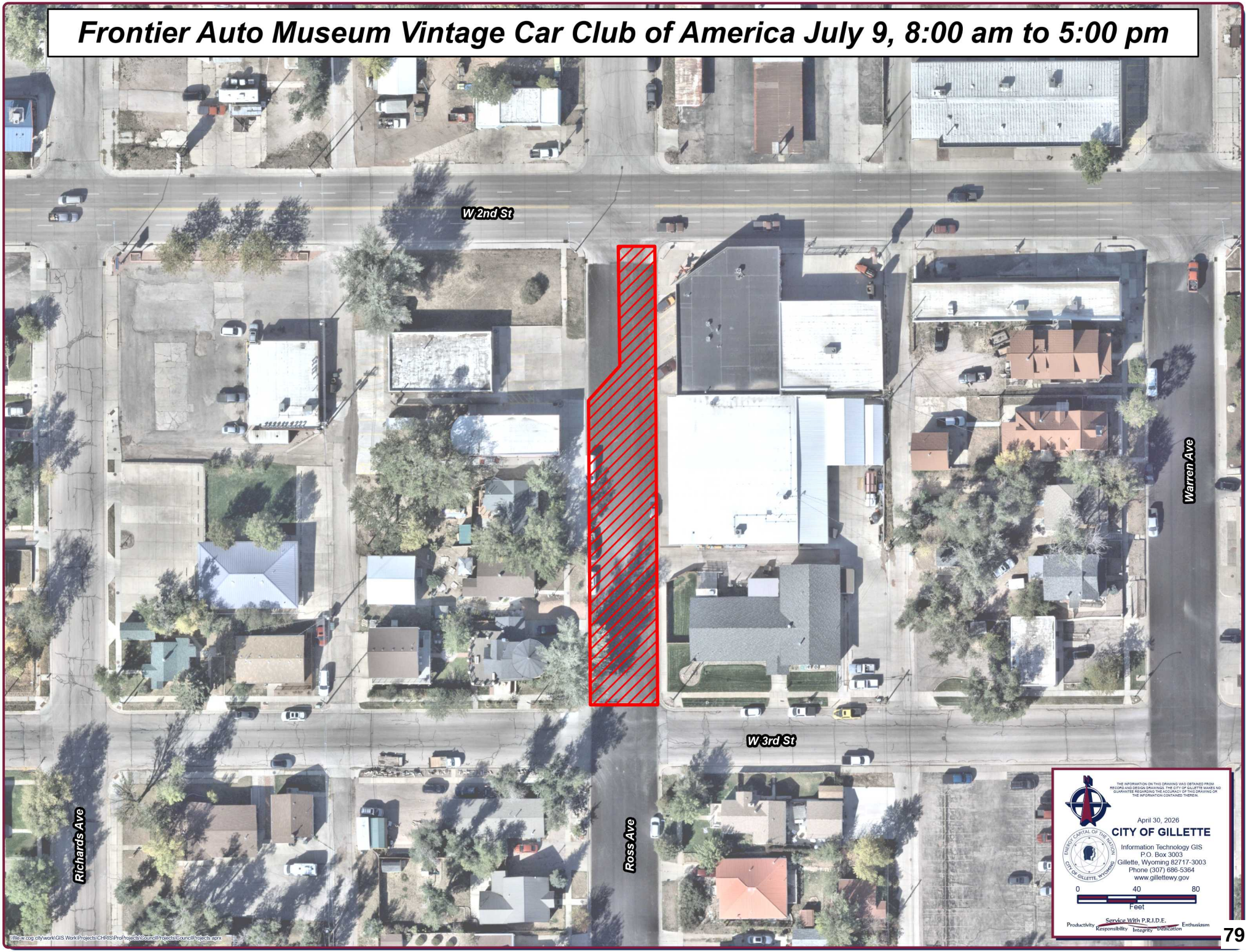
it will be necessary to close the following street(s): 200 Block of Ross Ave & W 3rd between Ross and Richards.

The closure will be on 6/27/26 (date) beginning at 8:00 am/pm, until 6/28/26 12:00 am/pm

Your cooperation and consideration is appreciated.

BUSINESS/RESIDENT NAME	ADDRESS	SIGNATURE	DATE
Hearing Solutions	202 Ross Ave	Alicia Long	4/29/26
Church Remnick	208 Ross	[illegible]	4-29-26
Libra Lounge	306 W 3rd	[illegible]	4-29-26
Rebecca Monahan	307 W 3rd	[illegible]	4-29-26
Dale White	313 W 3rd	[illegible]	4-29-26

Frontier Auto Museum Vintage Car Club of America July 9, 8:00 am to 5:00 pm



CITY OF GILLETTE
NOTIFICATION OF STREET CLOSURE

DATE: 4/29/26
To facilitate the following event, Vintage Car Club of America,
it will be necessary to close the following street(s): 200 Block of Ross Ave.

The closure will be on 7/9/26 (date) beginning at 8:00 am/pm, until 6:00 am/pm

Your cooperation and consideration is appreciated.

BUSINESS/RESIDENT NAME	ADDRESS	SIGNATURE	DATE
Chuck Rammick	208 Ross	Chuck Rammick	4-29-26
Hearing Solutions	202 Ross	Alica Long	4/29/26

Frontier Auto Museum Car Show July 18, 8:00 am to 3:00 pm



CITY OF GILLETTE
NOTIFICATION OF STREET CLOSURE

DATE: 4/29/26
To facilitate the following event, Frontier Auto Museum Annual Car Show
it will be necessary to close the following street(s): 200 Block of Ross Ave. & W 3rd between Ross & Richards

The closure will be on 7/18/26 (date) beginning at 8:00 am/pm, until 4:00 am/pm

Your cooperation and consideration is appreciated.

BUSINESS/RESIDENT NAME	ADDRESS	SIGNATURE	DATE
Dale White	303 West third		4-24-26
Chuck Kennedy	208 Ross	Chuck Kennedy	4-29-26
Hearing Solutions	202 Ross	Alisa Long	4/29/26
Libra Lounge	306 W 3rd		4/29/26
Rebecca Monahan	307 W 3rd		4-29-26

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration of Special Event Permits, including Street Closures on the 3rd Street Plaza and Gillette Avenue for the Following 2026 Gillette Main Street Events:
~ Weekly Downtown Thursday Night Concert Series
~ Downtown Yard Sale
~ Brews & Cruise
~ Trick-or-Treat Gillette Main Street & Boo Fest
~ Parade of Lights

SUGGESTED ACTION:

I move to approve the listed Special Event Permits, including Street Closures on the 3rd Street Plaza and Gillette Avenue, for the 2026 Gillette Main Street Events.

CASE BACKGROUND:

For the 9th consecutive year, Gillette Main Street is requesting approval for their annual 3rd Street Plaza and Gillette Avenue events. Having the events approved in advance gives the committee permission to organize and plan the events and helps City Staff to ensure that all permits are approved prior to the events. The Clerk's Office, PD, Engineering, and Public Works Departments have reviewed and approved the Street Closure Applications and the associated Alcohol permits.

~ Weekly Downtown Thursday Night Concert Series on the 3rd Street Plaza (from Gillette Ave. to Kendrick Ave), Thursdays from June 25th to July 30th, from 1:00 p.m. to 9:00 p.m. The Events Will Include Outdoor Live Music/P.A. System, a Malt Beverage/Open Container Permit for Alcohol. Gillette Main Street is requesting 20 rollouts, barricades, Police Escort, 4 electrical outlets, and 20 tables.

~ Weekly Downtown Thursday Night Concert Series closure of 19 Parking Spaces on the North end of Parking Lot B facing The Local, located behind "1935 Refined Western" (formerly the old Post Office). This will be the new location of the concert stage, which will remain in the parking lot for the duration of the 6-week Downtown Thursday Nights series (36 days). This will allow for improved event

flow while minimizing disruption to surrounding business and traffic patterns. Because of the stage size, the city expanded the closure request area to close the access drive between the north and middle rows, for safety reasons. Likewise, parking will be eliminated in the middle row which will be used for through traffic. Parking will continue in the southern row (12 spots, which are all leased at this time).

~ Downtown Yard Sale on the front half of 3rd Street Plaza (from Gillette Ave., East to Alleyway) on July 18th from 7:00 a.m. to 3:00 p.m. Gillette Main Street is requesting barricades and Police Escort. 0 rollouts and 0 Electrical Outlets needed.

~ Brews & Cruise Street Closure on Gillette Ave. from 1st to 2nd Street intersection (leaving 2nd Street open), and from Gillette Ave. from 2nd to 5th St. Additional closure on 3rd Street Plaza from Gillette Ave. to Kendrick Ave, and 3rd Street West of Gillette Ave. to the alleyway behind First Interstate Bank, on September 12, 2026, from 9:00 a.m. to 9:00 p.m. Event Will Include Outdoor Music/P.A. System, and an Malt Beverage/Open Container Permit for Alcohol. Gillette Main Street is requesting 30 rollouts, 4 Electrical Outlet, Barricades, and Police Escort. Anticipated number of persons at this event is 3,000.

~ Trick-or-Treat on the 3rd Street Plaza from Gillette Ave. to Kendrick Ave. on October 31, 2026, from 9:00 a.m. to 4:00 p.m. Gillette Main Street is requesting this closure to accommodate Trick-or-Treat Gillette Main Street/Boo Fest. This family-friendly event is held on Halloween when it falls on a Saturday and includes activities such as games, pumpkin decorating, and trick-or-treating for the community. Gillette Main Street is requesting barricades, Police escort, 0 rollouts, and 0 Electrical Outlets.

~ Parade of Lights on Gillette Avenue, 2nd Street through 7th Street, including all intersections, and 2nd Street to Kendrick Ave., December 5th from 5:00 p.m. to 7:00 p.m. Additionally, closure of the 3rd Street Plaza from 2:00 p.m. to 7:00 p.m., including the section from Gillette Ave. east to the alleyway, and 3rd Street west to the alleyway. Both alleyways will remain open. Gillette Main Street is requesting barricades, Police escort, 0 rollouts and 0 Electrical Outlets.

STAFF REFERENCE:

MAPS - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:
GMS Certificate of Insurance
MAP - Downtown Thursday Nights
MAP - Downtown Thursday Nights Parking Lot B Closure

Downtown Thursday Nights Street Closure Notification Form
MAP - Downtown Yard Sale
Downtown Yard Sale Street Closure Notification Form
MAP - Brews & Cruise
Brews & Cruise Street Closure Notification Form
MAP - Trick-or-Treat Gillette Main Street & Boo Fest
Boo Fest Street Closure Notification Form
MAP - Parade of Lights
Parade of Lights Street Closure Notification Form

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2026

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

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

PRODUCER	CONTACT NAME:	
HUB International Mountain States Limited 2703 Connery Way Missoula, MT 59808	PHONE (A/C, No, Ext): (307) 233-8320	FAX (A/C, No):
	E-MAIL ADDRESS: jessica.nelson@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED	INSURER B :	
Gillette Main Street PO Box 7256 Gillette, WY 82717	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	PHPK2601940	10/23/2025	10/23/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						Liquor Liabilit	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

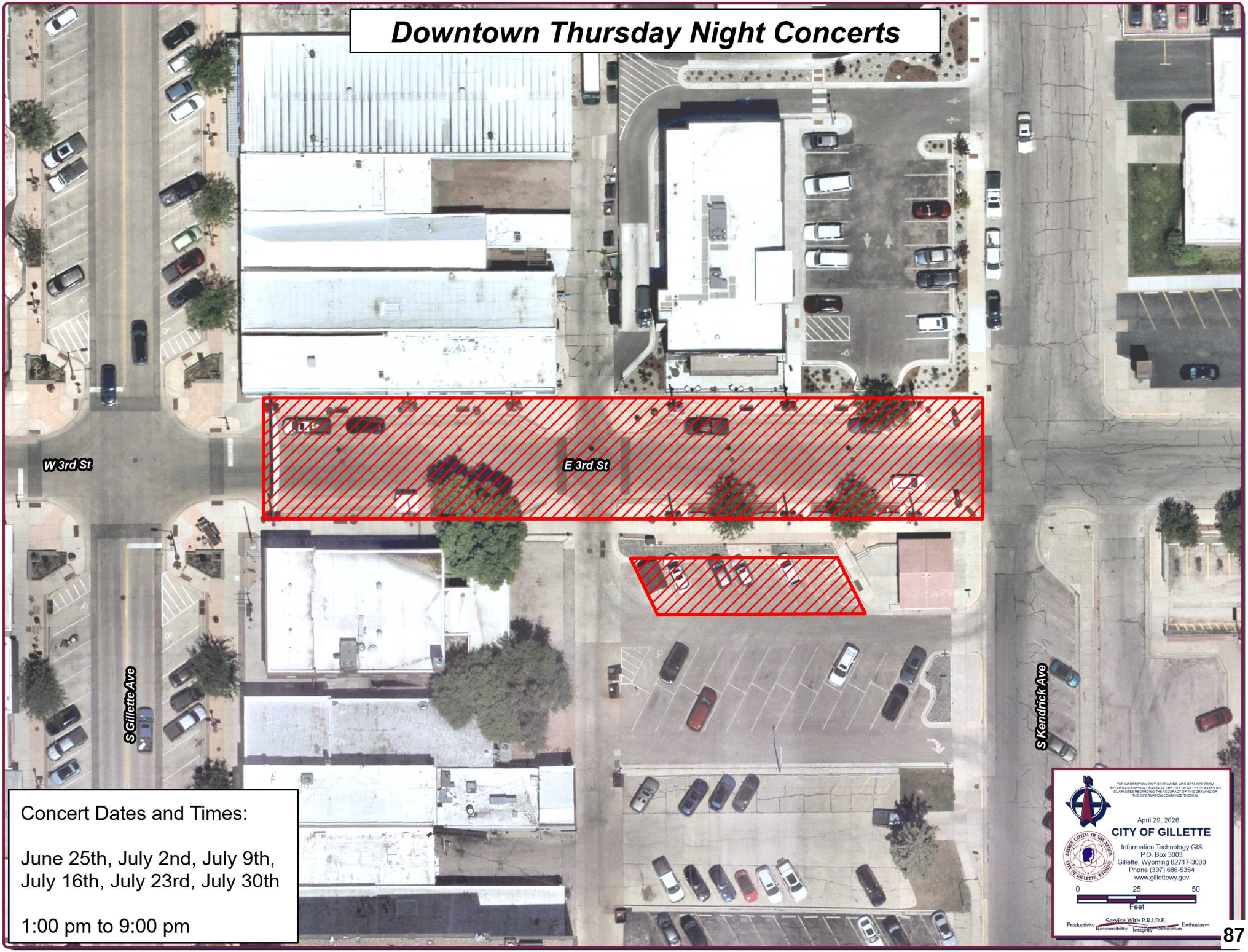
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Livers

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Downtown Thursday Night Concerts



Concert Dates and Times:

June 25th, July 2nd, July 9th,
July 16th, July 23rd, July 30th

1:00 pm to 9:00 pm

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

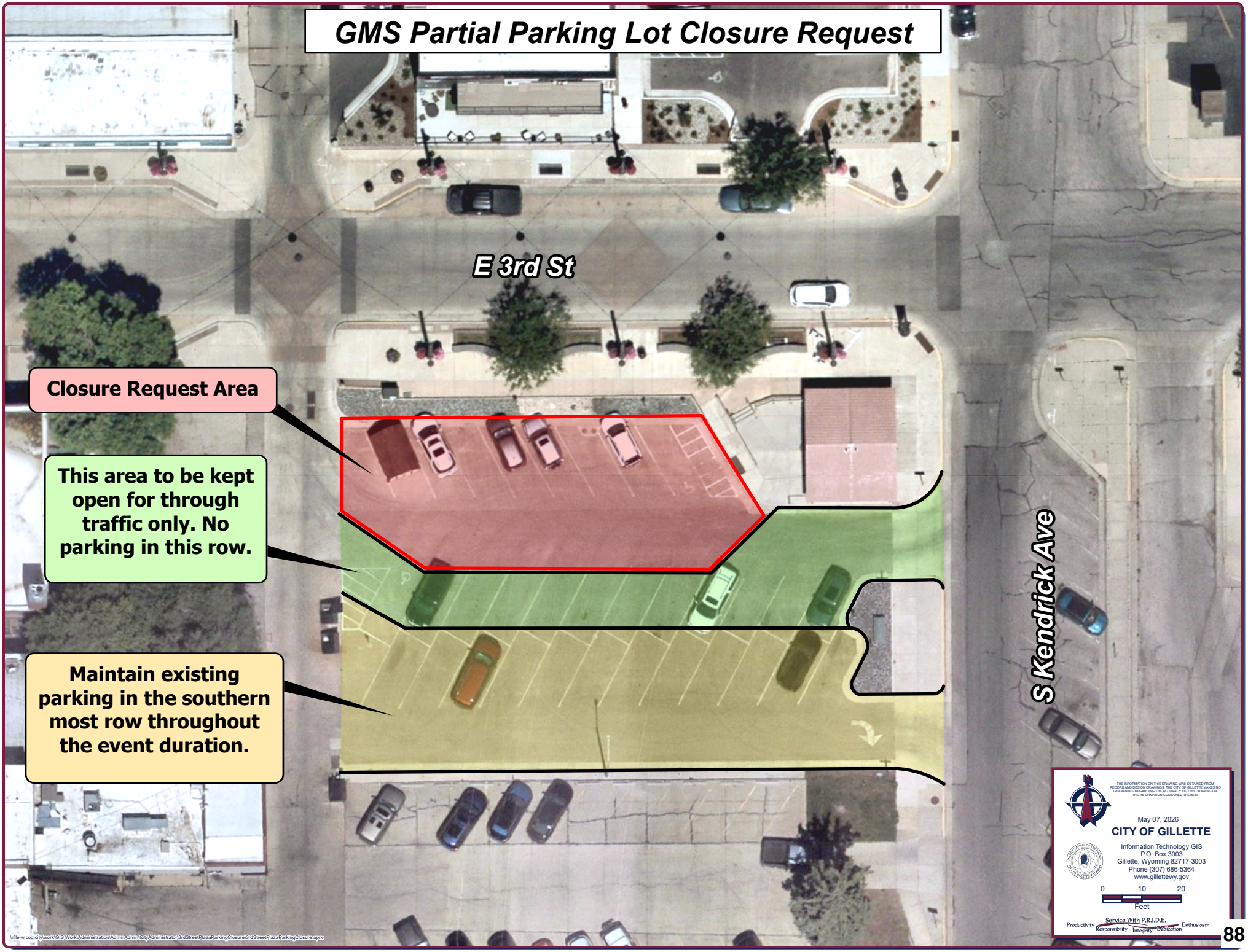
April 29, 2026

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

0 25 50
Feet

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

GMS Partial Parking Lot Closure Request



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.

May 07, 2026

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

0 10 20
Feet

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

\\file-w.cog.city.work\GIS Work\Administration\Admin\Admin\City Administration\3rdStreetPlazaParkingClosure\3rdStreetPlazaParkingClosure.aprx

City Council Approval Date: ____/____/____ City Council Denial Date: ____/____/____

STREET CLOSURE NOTIFICATION FORM

All residences and/or businesses affected by the street closure must be notified

Reason for Closure: Downtown Thursday Nights - Concert Series

Date: 6/25/2026, 7/2/2026, 7/9/2026, 7/16/2026, 7/23, 2026 & 7/30/2026 Time: 1:00 am/pm to 9:00 am/pm

****

Business/Resident Name	Address	Signature	Date
1935 Refined Western		[signature]	3/11/2026
The Local		[signature]	3/11/26
Lino's de Mayo		[signature]	3-17-2026

Make copies of this form if additional space is needed

Downtown Yard Sale July 18, 7:00 am to 3:00 pm



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

April 29, 2026

CITY OF GILLETTE

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

0 25 50
Feet

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

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City Council Approval Date: ____/____/____ City Council Denial Date: ____/____/____

STREET CLOSURE NOTIFICATION FORM

All residences and/or businesses affected by the street closure must be notified

Reason for Closure: GMG Downtown Yard Sale

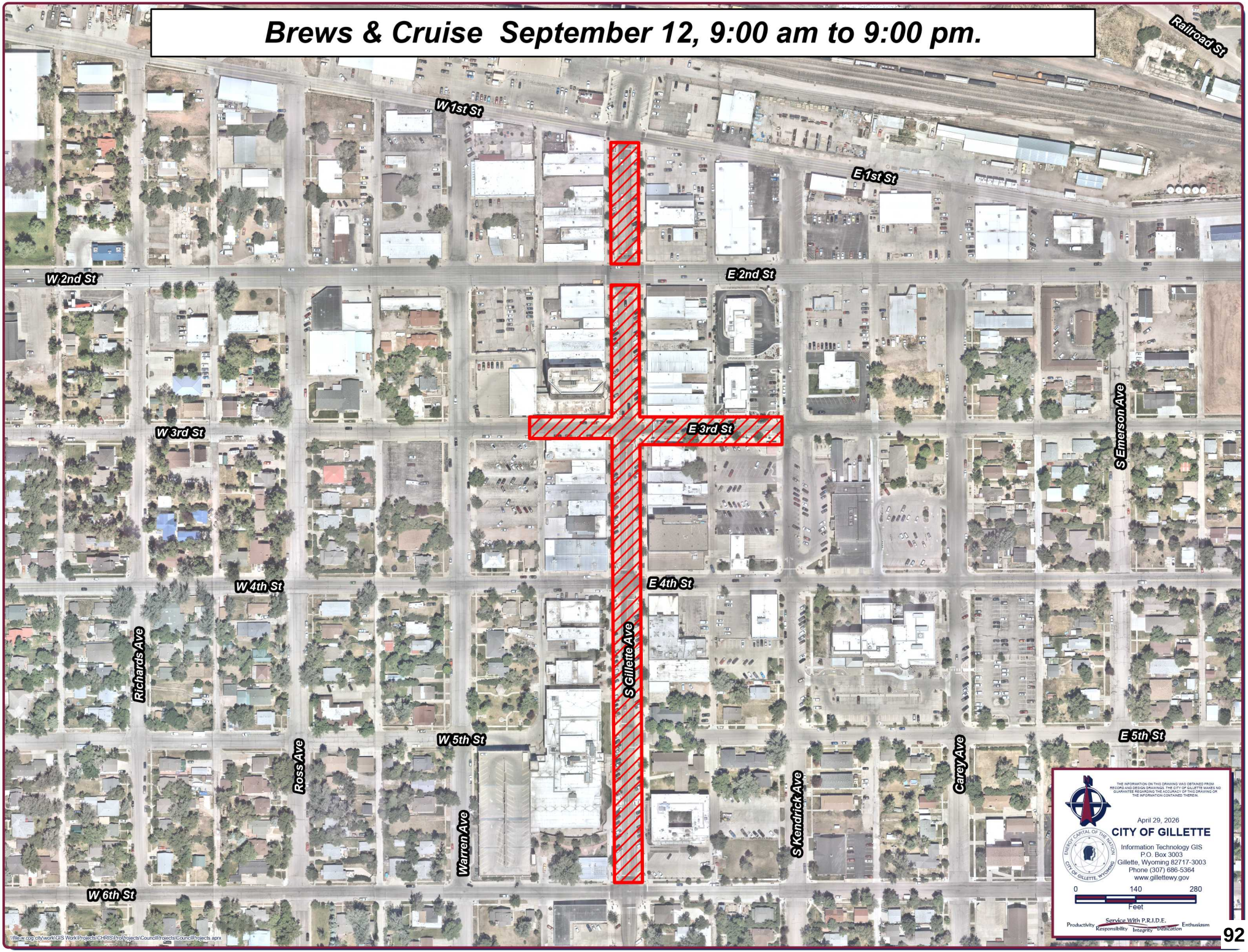
Date: 7/18/2026 Time: 7:00 (am)/pm to 3:00 am/(pm)

****

Business/Resident Name	Address	Signature	Date
The Local		Jacy Osborne	3/11/26
Cinco de Mayo			3-17-2026
Rapscallions		Owner	3/11/2026
1935 Refined Western		Jennifer Hankins	3/11/2026

Make copies of this form if additional space is needed

Brews & Cruise September 12, 9:00 am to 9:00 pm.



City Council Approval Date: ____/____/____ City Council Denial Date: ____/____/____

STREET CLOSURE NOTIFICATION FORM

All residences and/or businesses affected by the street closure must be notified

Reason for Closure: GMS Brews & Cruise

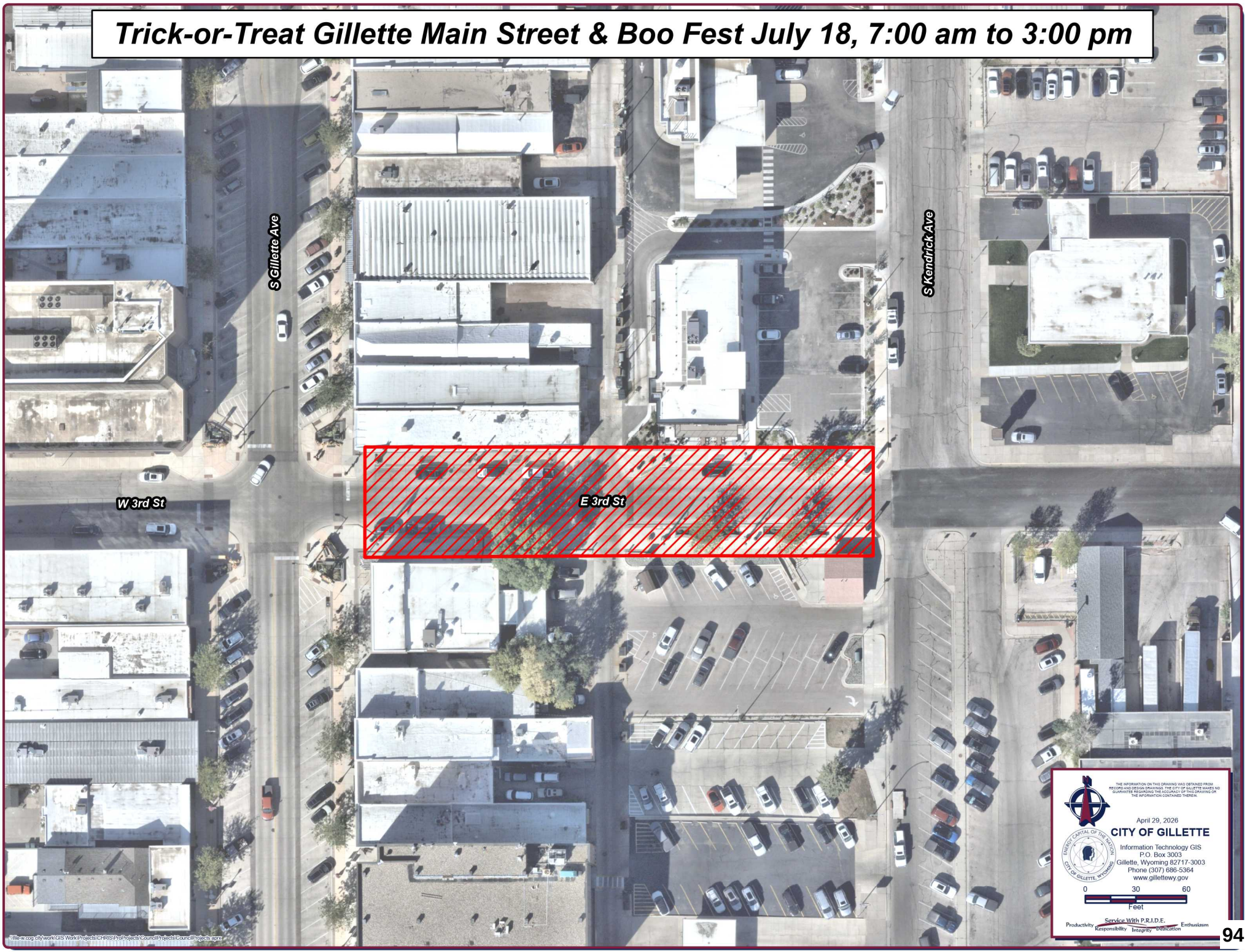
Date: 9/12/2026 Time: 9:00 am/pm to 9:00 am/pm

****

Business/Resident Name	Address	Signature	Date
Rula Bellis			3/18/26
The Montgomery			
Larkspur			
Zip Printing			
Momma Johna's			
The Backyard			
Pat's Hallmark		Karen Cox	3/18/26
Web Pics			
Fit Faded			
The Ice Cream Cafe	Oliver Sutton		3/18/26
Brenna's Bakery			3-18-26
First Interstate Bank			
Ice Mats			3/17/26
Tattoo Shop (Rain Forest)			
Seconds on the Ave.		Stacy	3/18-26
The White Cabinet	Savanna Mankin		3/17/26
Peaches Corner / Kids Mart	Laura Peebles		3/17/26
Coal Country Candy		Candace Quinn	
1892 Tapas & Vine			3/17/2026
The Urban Basket		Candace Quinn	
Rapscallions Barbershop			3/17/2026
Cinco de Mayo			
The Local			3-17-2026
1935 Rhonnid Western	Savanna Mankin		3-17-26
The Clothesline Boutique		M. Holcomb	3/17/26
Hands on Pottery			
Center Bar			
Home of the Hot Mess Cookie		Nicki Forster	3-18-26
Upmarket Art & Frame			4/1/26
EK Jewelers	304 S. Gillette	Jennifer Badger	3-17-26
Alberto Hair			
Russell Cellular / Verizon			
Bonita's Hair			
Reynolds Beauty Bar			
307 Real Team	210 S. Gillette Ave	Stacy Eagle	4/1/2026
Verizon	Hendrick Thornton		
The Balcony			

Make copies of this form if additional space is needed

Trick-or-Treat Gillette Main Street & Boo Fest July 18, 7:00 am to 3:00 pm



City Council Approval Date: ____/____/____ City Council Denial Date: ____/____/____

STREET CLOSURE NOTIFICATION FORM

All residences and/or businesses affected by the street closure must be notified

Reason for Closure: GMS Boot

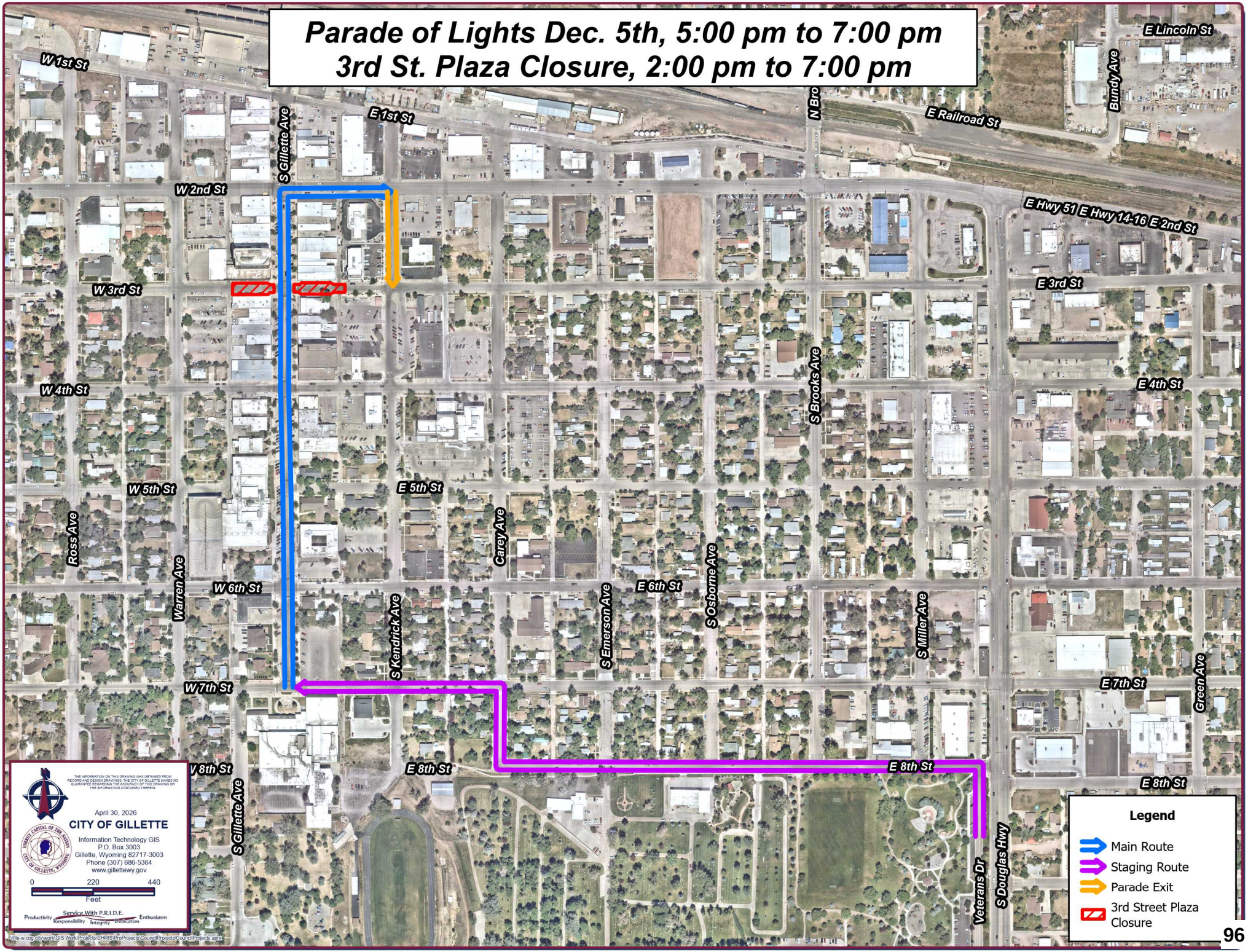
Date: 10/31/2026 Time: 9:00 (am)/pm to 4:00 am (pm)

****

Business/Resident Name	Address	Signature	Date
The Local		Jacy Osborne	3/11/26
Cinco de Mayo			3-17-2026
1935 Refined Western			3/11/2026
Rapscallions Barbershop		Trevor Chap	3/11/2026

Make copies of this form if additional space is needed

Parade of Lights Dec. 5th, 5:00 pm to 7:00 pm
3rd St. Plaza Closure, 2:00 pm to 7:00 pm



City Council Approval Date: ____/____/____ City Council Denial Date: ____/____/____

STREET CLOSURE NOTIFICATION FORM

All residences and/or businesses affected by the street closure must be notified

Reason for Closure: GMS Parade of Rights

Date: 12/5/2026 Time: 5:00 am/pm to 7:00 am/pm

****

Business/Resident Name	Address	Signature	Date
Pats Hallmark		Karen Cook	3/18/26
The Ice Cream Cafe		Olivia Sutton	3/18/26
1892			
Breanna's Bakery	208 S. Gillette	[illegible]	3-18-26
Bonita's Hair Care			
The Clothesline Boutique		M. Holcomb	3/17/26
EK Jewelers		Jennifer Badger	3/17/26
Envy Salon			
Whistling Kettle Frame		[illegible]	3/18/26
Hit Mobo Cookies		Nicki Forester	3-18-26
The Nocturnal Tome			
Above Hair			
The Balcony		Holly Litten	3/18/26
Reynold's Beauty Bar			
Pants for Sale			
Secrets in the Queen		Rosa Hanzi	3-18-26
The White Cabinet	Tammy Mankin		3/17/26
Teacher's Corner / Kids Mart	Laura Robinson		3/17/26
Larkspur			
Coal Country Candy		Candace Cumin	
The Urban Basket		Candace Cumin	
1935 Retired Western	Tammy Mankin		3/17/26
~~4 Paws Keepsakes~~			
Wyo Med Spa	207 S. Gillette Ave	Kaylyn Penafield	3/17/26
Above Hair			
Sole Mates	Sheri Dunkerhoff		3/17/26
Bracetto's Salon			
1892 Tapas & Wine Bar			3/17/2026
Verizon		Kristin Thornton	3/17/2026
Lulla Belles			3/18/2026
307 Realty Team	210 S. Gillette Ave	Stacy Taylor	3/1/2026
Farm Bureau			

Make copies of this form if additional space is needed

City Council Approval Date: ____/____/____ City Council Denial Date: ____/____/____

STREET CLOSURE NOTIFICATION FORM

All residences and/or businesses affected by the street closure must be notified

Reason for Closure: GMS Parade of Lights

Date: 12/5/2026 Time: 2:00 am/(pm) to 7:00 am/(pm)

****

Business/Resident Name	Address	Signature	Date
The Clothesline Boutique		M. Holcomb	3/11/26
Bonita Beauty			
Adecco Staffing	300 S. Gillette Ave Suite 2003	Kayla G	4/15/26
W40 Med Spa	207. S Gillette Ave	Kaylin Peralta	3/17/26

Make copies of this form if additional space is needed

City Council Approval Date: ____/____/____ City Council Denial Date: ____/____/____

STREET CLOSURE NOTIFICATION FORM

All residences and/or businesses affected by the street closure must be notified

Reason for Closure: GMS Parade of Lights

Date: 12/5/2026 Time: 2:00 am/(pm) to 7:00 am/(pm)

****

Business/Resident Name	Address	Signature	Date
The Local		Jacey Osborne	3/11/26
Clinica de Mayo		[illegible]	3-17-2026
1935 Refined Western		Jamorie Morton	3/11/26
Rapscallions Barbershop		Trevor Chapman	3/11/2026

Make copies of this form if additional space is needed

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration of a Special Event Permit on June 27, 2026 for a Clean Rides Car Show on Frontage Road from 8:00 a.m. to 5:00 p.m., Requested by BTK Detailing.

SUGGESTED ACTION:

I move to approve a Special Event Permit on June 27, 2026 for a Clean Rides Car Show on Frontage Road from 8:00 a.m. to 5:00 p.m., Requested by BTK Detailing.

CASE BACKGROUND:

Clean Rides Car Show, hosted by BTK Detailing, would like to close down Frontage Road for their 2nd Annual Car Show. 300-500 people are expected to be in attendance with food vendors such as Cravings & Main Squeeze Lemonade as well.

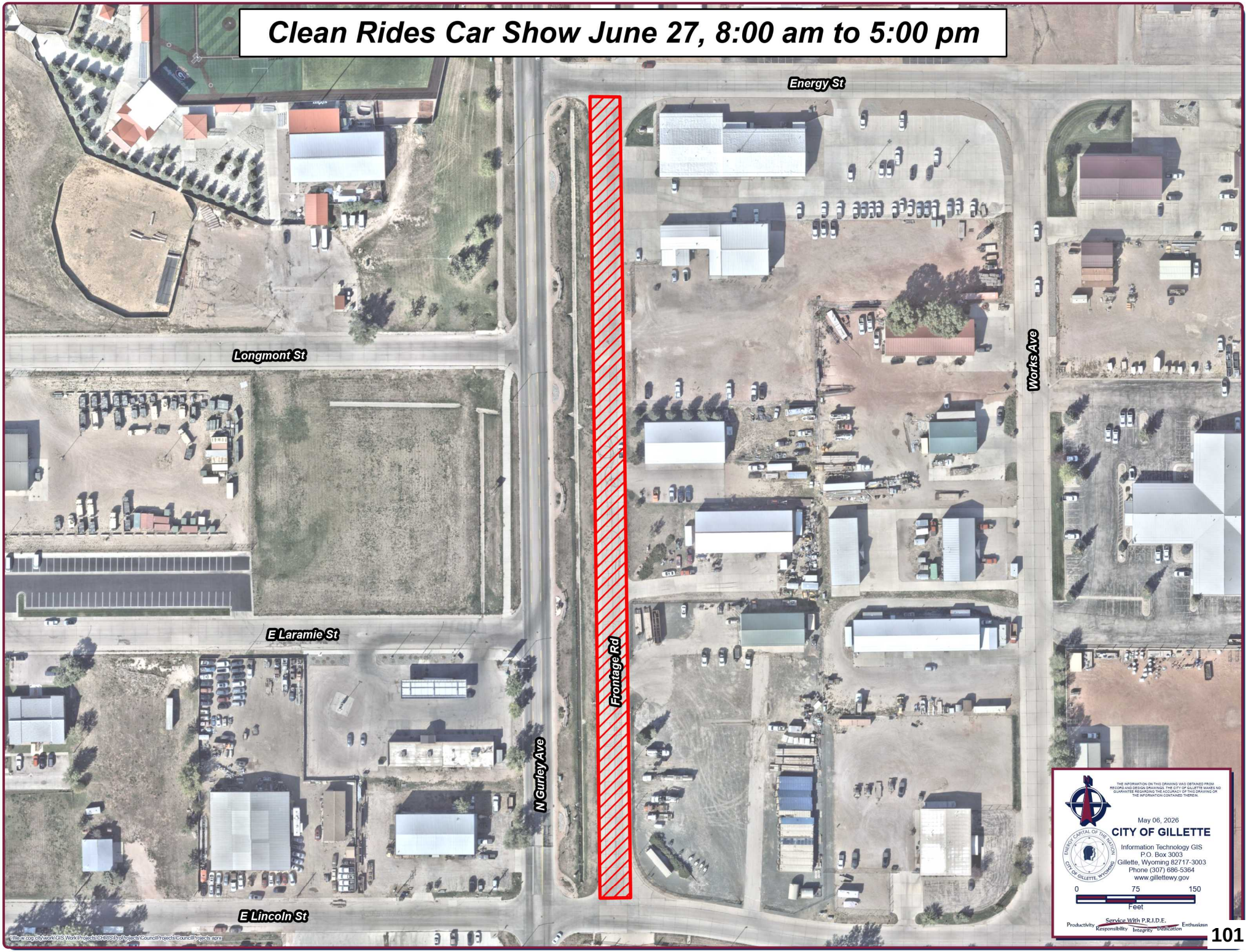
Barricades and 8 Total Rollouts are also requested.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:
Map
Insurance
Notification Form

Clean Rides Car Show June 27, 8:00 am to 5:00 pm





ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2025

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

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

PRODUCER
State Farm
Ida Snead
201 E 3rd St
Gillette, WY 82716

CONTACT NAME: Erika
PHONE (A/C, No, Ext): 3076823481 FAX (A/C, No): 3076283341
E-MAIL ADDRESS: erika@idasnead.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company — 25143
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
King, Brendan
210 Frontage Rd Ste B
Gillette, WY 82718

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	N	90BLH9308	05/08/2025	05/08/2027	EACH OCCURRENCE $ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 500,000 GENERAL AGGREGATE $ 1,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW						PER STATUTE OTH-ER $ E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Gillette
201 E 5th St
Gillette, WY 82716

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Erika Pulley

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CITY OF GILLETTE

NOTIFICATION OF STREET CLOSURE

DATE: May 5, 2026

To facilitate the following event, Clean Rides Car Show

it will be necessary to close the following street(s): Frontage Road

The closure will be on June 27, 2026 (date) beginning at 8 am/pm, until 5 am/pm

Your cooperation and consideration is appreciated.

BUSINESS/RESIDENT NAME	ADDRESS	SIGNATURE	DATE
BTK Detailing	310 Frontage Rd, Suite B		05/5/26
Roger's Hearing	304 Frontage	Roger Dus	5-5-26
Pioneer Performance	310 Frontage Rd Suite A		5-5-26
CKRI	1106 E Duncan St	Kelly Soule	05/05/26
VFDC Resources	408 Frontage Rd	Susan James	5/6/26

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration of a Special Event Permit on June 26, 2026 for a Concert at the City Park event from 3:00 p.m. to 10:00 p.m., Requested by Norberto Orellana.

SUGGESTED ACTION:

I move to approve a Special Event Permit on June 26, 2026 for a Concert at the City Park event from 3:00 p.m. to 10:00 p.m., Requested by Norberto Orellana.

CASE BACKGROUND:

The applicant states that there will be a live concert at the City Park Shelter sponsored by candidates running in the 2026 elections. This event is open to the public with an expected 200 individuals in attendance. 1 or 2 food trucks will be nearby/in parking lot.

The actual event is 6-9pm. However, including time for set up and tear down, the applicant is requesting 3pm - 10pm.

The applicant is requesting 10 Rollouts and No barricades.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:
Map
Insurance

Concert at the City Park June 26, 3:00 pm to 10:00 pm



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2026

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

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PRODUCER

Gaslamp Insurance Services
DBA Event Helper Insurance Services
PO Box 1549
Grass Valley CA 95945

CONTACT NAME: Event Helper Customer Service
PHONE (A/C, No, Ext): (855) 493-8368 FAX (A/C, No):
E-MAIL ADDRESS: info@theeventhelper.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Committee to Elect Norberto
Norberto Orellana
902 Warren Ave
Gillette WY 82716

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	3DS5477-M4370940	06/26/2026 12:01 AM	06/27/2026 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (other than fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Coverage Date(s): 06/26/2026. Attendance: 200, Event Type: Political - Speaking Event. Event Location: City Park

CERTIFICATE HOLDER

City of Gillette
201 E 5th St
Gillette WY 82716

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Gillette 201 E 5th St Gillette WY 82716

A. Section **II** – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

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CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration for the Acceptance of Development Improvements for the Patty Ave Water Main Extension, Installed by Mountain Peak Builders, LLC, on behalf of the Developer, Mountain Peak Builders, LLC.

SUGGESTED ACTION:

I move for Approval of the Acceptance of Development Improvements for the Patty Ave Water Main Extension, Installed by Mountain Peak Builders, LLC, on behalf of the Developer, Mountain Peak Builders, LLC.

CASE BACKGROUND:

The Patty Avenue Water Main development project includes the extension of the City's existing 12-inch water main easterly along Patty Ave to Hwy 59 (see the attached project area map). The development installed a 12-inch PVC water main, fire hydrants, a flushing hydrant, isolation valves and stub outs for future connections. The city will own and maintain the 12-inch PVC water main, mainline valves, fire hydrants and flushing hydrant installed with the development. The service line stub-outs and service line valves will remain private. These improvements have been installed per City of Gillette Design Standards and meet the Wyoming Department of Environmental Quality (WY DEQ) requirements.

STAFF REFERENCE:

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

ATTACHMENTS:
Certificate of Compliance
Warranty
Project Area Map

CITY OF GILLETTE
DEPARTMENT OF ENGINEERING
CERTIFICATE OF COMPLIANCE

PROJECT NAME: Patty Avenue 12" Water Main Extension

CITY PROJECT NO.: 25EN16 CITY PERMIT NO.: PTC2025-0016

DEVELOPER: Mountain Peak Builders, LLC
(address) P.O. Box 1052
Gillette, WY 82717

ENGINEER: Charles J. Sloan, P.E.
4210 Longhorn Avenue
Gillette, WY 82718

I, Trevor Schilling, 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

4/8/26
Date

Trevor Schilling Manager
Print Name/Title

STATE OF WYOMING }
} **SS.**
COUNTY OF CAMPBELL }

The above and foregoing instrument was acknowledged before me by Trevor Schilling, This 8th day of April, 2026

Witness my hand and official seal.

Notary Public

My Commission Expires: 6/15/29

TRANA JOHNSON
Notary Public - State of Wyoming
Commission ID # 148430
My Commission Expires
June 15, 2029

I, Charles J. Sloan, 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

1/14/26
Date

Print Name/Title Civil Engineer of Record

P.E. Number

(STAMP)

Professional Engineer (Civil)
CHARLES J. SLOAN
13126
Date 1/14/26
WYOMING

STATE OF WYOMING }
} **SS.**
COUNTY OF CAMPBELL }

The above and foregoing instrument was acknowledged before me by Charles Sloan, This 8th day of April, 2026.

Witness my hand and official seal.

Notary Public

My Commission Expires: 6/15/29

TRANA JOHNSON
Notary Public - State of Wyoming
Commission ID # 148430
My Commission Expires
June 15, 2029

WARRANTY

(Developer)

Mountain Peak Builders LLC, hereinafter the DEVELOPER, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the _____ Patty Ave. 12" Water Main Extension _____ FOR A PERIOD OF **Two Years** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL.

DEVELOPER further agrees in the event that any or all of the Project improvements fail to conform to the City's Specifications, or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Permit or to bring Project improvements up to the City's Specifications, that DEVELOPER 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 City Specifications.

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 City Specifications. 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 City's 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 Patty Ave. 12" Water Main Extension

DATED this 8th day of April, 2026

Mountain Peak Builders, LLC
DEVELOPER

Trevor Schilling Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Trevor Schilling, this 8th day of April, 2026

Witness my hand and official seal

Notary Public

My commission Expires: 6/15/29

TRANA JOHNSON
Notary Public - State of Wyoming
Commission ID # 148430
My Commission Expires
June 15, 2029

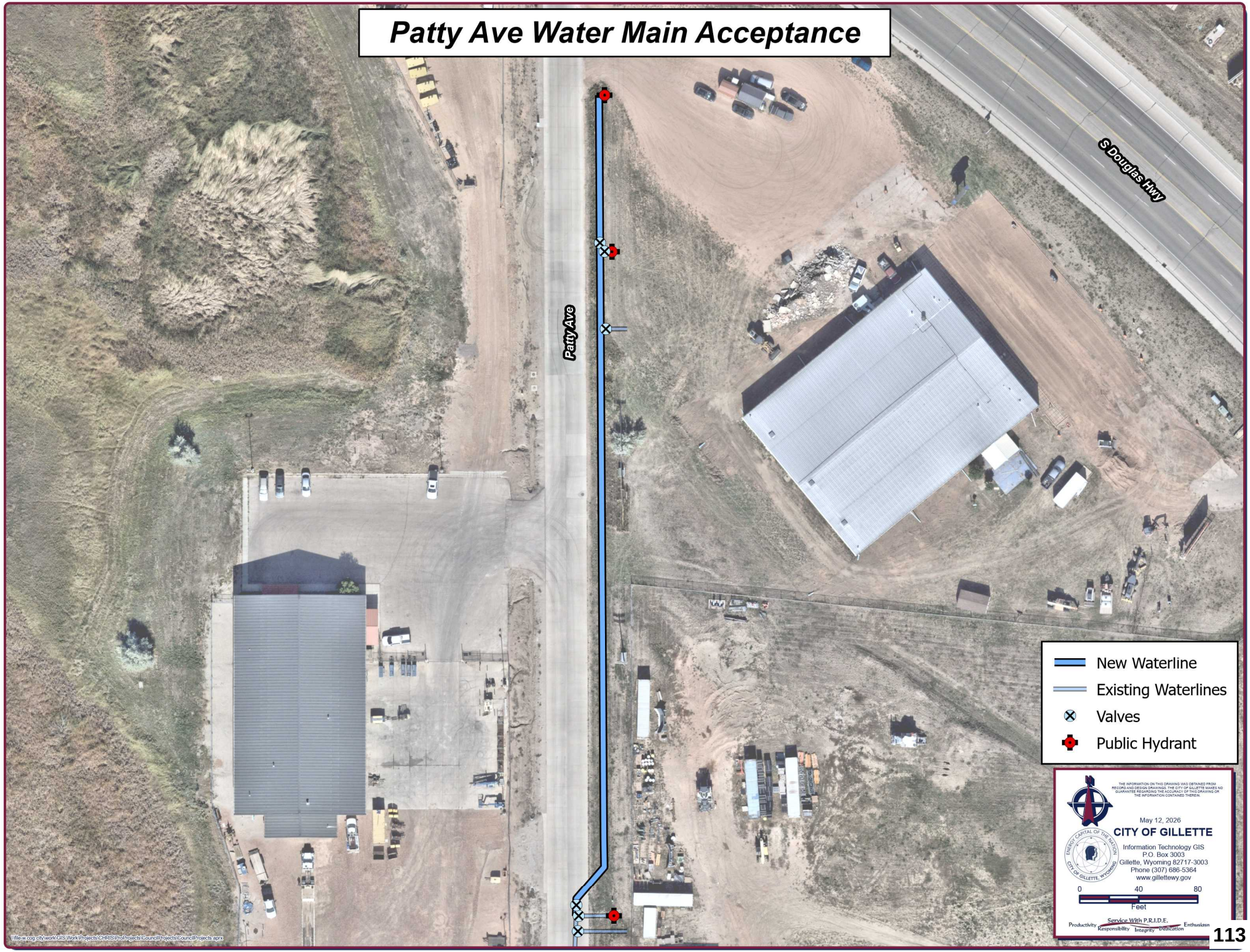
APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

Patty Ave Water Main Acceptance



CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration of a Professional Services Agreement for Construction Management Services related to the Hidden Valley Sanitary Sewer Improvements Project with KLJ Engineering, LLC, in the Amount of $147,770.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for Construction Management Services related to the Hidden Valley Sanitary Sewer Improvements Project with KLJ Engineering, LLC, in the Amount of $147,770.00 (1% Project).

PROJECT NUMBER:

25EN21

CASE BACKGROUND:

This agreement is for the construction management services supplied by the consultant for the Hidden Valley Sanitary Sewer Improvements Project (see attached map). The amendment provides consultant oversight, daily inspection, reporting, administering weekly construction meetings and calculating quantities for monthly pay estimates for the duration of the project. Further, the amendment provides record drawings for the completed and finished project.

FUNDING: This agreement is fully funded from the Optional 1% Sales Tax Fund for Sanitary Sewer Improvements allocated from FY26.

ACTUAL COST VS BUDGET:

Actual Costs: $147,770.00; Budget: $165,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

Agreement
Project Area Map



Agreement Between Owner and Engineer
for
Hidden Valley Sanitary Sewer Improvements
Construction Management and Contract Administration
25EN21

Owner

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

Engineer

KLJ Engineering, LLC
400 E. Broadway Ave #600
Bismark, ND 58501

Fee Summary

Lump Sum Construction Management & RPR Services	$147,770.00
Total Contract:	**$147,770.00**

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 5, 2026 ("Effective Date") between

City of Gillette, Wyoming ("Owner") and

KLJ Engineering LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Hidden Valley Sanitary Sewer Improvements – 25EN21 – Construction Administration

("Project").

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

Engineer's services under this Agreement are generally identified as follows: Construction Administration Services, see Exhibit A - Scope of Services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

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

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

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

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

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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 the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall

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include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

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

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

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

6.04 *Electronic Transmittals*

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

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

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

6.05 *Insurance*

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

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

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

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

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

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

1. For cause,

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

b. by Engineer:

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

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

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

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

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

D. *Payments Upon Termination:*

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

6.07 *Controlling Law*[1]

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~~ WYO. STAT. §§ 1-39-101-120 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

[1] See Special Provision #1

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(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.

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.

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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.~~

6.11 *Indemnification by Engineer*[2]

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

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

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

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

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

[2] See Special Provision #2

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6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*[3]

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*[4]*:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.

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

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

G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Engineer and/or the Contractor, the Agreement may be terminated by

[3] See Special Provision #3

[4] See Special Provision #4

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the Owner at the end of the period for which the funds are available. The Owner shall notify the Engineer and/or the Contractor at the earlier possible time of the services which will or may be affected by a shortage of funds. NO penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.

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

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

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

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.

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

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

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

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

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

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

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

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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.

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.

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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 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

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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.

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. Not Used.

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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:

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, WY

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

Attest: _____
(City Clerk)

Address for Owner's receipt of notices:
City of Gillette
201 E 5th Street
Gillette, WY 82716
Designated Representative (Paragraph 8.03.A):
Toby Fiske
Title: Project Manager
Phone Number: 307.686.5265
E-Mail Address: tobyf@gillettewy.gov

Engineer: KLJ Engineering, LLC

By: _____
Print name:
Title: _____
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
ES-0605
State of: Wyoming

Address for Engineer's receipt of notices:
KLJ Engineering LLC
400 E. Broadway Ave #600
Bismarck, ND 58501
Designated Representative (Paragraph 8.03.A):
Adrienne Hahn
Title: Project Manager
Phone Number: 307.363.7395
E-Mail Address: Adrienne.hahn@kljeng.com

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This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 5, 2026.

Engineer's Services

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

Project Location: Gillette, WY – Hidden Valley Road

Project Description:
The Hidden Valley Sanitary Sewer Improvements project entails professional engineering services for construction administration of sanitary sewer main replacement and street restoration improvements to the following locations:

- Hidden Valley Road from Force Road to Abby Court – approximately 2,600 LF.
- Hidden Valley Road Tap – approximately 237 LF.

The plans are dated December 11, 2025. Improvements will include replacement of manholes, sanitary sewer services, culvert replacement, valves, as well as sanitary sewer main replacement and street restoration/reconstruction improvements. Pavement restoration includes asphaltic patching, full width asphaltic paving with limited driveway and landscaping replacement to support improvements. City of Gillette 2025 Standard Construction Specifications will be adhered to throughout construction services.

KLJ Engineering, "Engineer", shall provide Basic and Additional Services as set forth below for the project.

PART 1 – BASIC SERVICES

A1.01 *Project Management*

1. Tasks apply to the entire Project as listed below in the manner described.
2. As basic services, Engineer Will:
   a. Provide project management services consisting of addressing and allocating resources on a wide range of activities from conception to completion of a project, including: defining project goals and objectives; specifying tasks and resources; and creating budgets and timelines. The project manager handles all day-to-day activities and coordination for all actions throughout the duration of the project. The project manager also confirms quality control procedures are on-going throughout the project.
   b. The project manager also delegates all activities to the project team and coordinates the progress and completion of these activities. In addition, if any item arises during the duration of the project that is outside this scope of work, the project manager will address it with the City of Gillette.

A1.02 *Construction Phase*

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

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

2. *Reserved.*

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.

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

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

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

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of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

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

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

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

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

19. *Inspections and Tests:*

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

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

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

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

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of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

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

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

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

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Construction Staking – Quality Control

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1) The estimated construction quality control staking is as follows:
   a) Horizontal and Vertical Verification for manholes, service connections, hydrants, valves, etc.
   b) Depth and alignment of sanitary sewer main.
   c) Verification of subgrade, aggregate base and asphalt and/or concrete surfacing.
   d) Verification of asphalt/concrete thickness.

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

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

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

A1.03 *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.

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

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

   a. Record Drawings – Record Drawings will be maintained throughout the construction process. Record drawings as well as as-built survey/GIS information will be submitted to the owner following final completion.

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*

C. 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.

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5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

    f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies,

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reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Reserved.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Reserved.

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.

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26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

D. 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.

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6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 5, 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 constructability review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

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

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

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

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

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

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

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

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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: [NONE]

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This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 5, 2026.

COMPENSATION PACKET RPR-4:
Resident Project Representative – Direct Labor Times a Factor

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

C2.04 *Compensation for Resident Project Representative Basic Services – Direct Labor Costs Times a Factor Method of Payment*

U. Owner shall pay Engineer for:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A.2 of Exhibit A of the Agreement, an amount equal to Engineer's Direct Labor Costs times a factor for the services of Engineer's personnel engaged directly in resident Project representation, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **$147,770.00**, based upon full-time RPR services on a nine hour workday, Monday through Friday, over a 105 day construction schedule.

V. *Compensation for Reimbursable Expenses:*

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

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

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

~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.~~

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

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

3. *Estimated Compensation Amounts:*

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

   b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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

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

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

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

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

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

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

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

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

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

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

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

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 5, 2026.

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*

D. 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.

E. 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.

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

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

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

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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

5. *Liaison:*

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

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

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

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

7. *Shop Drawings and Samples:*

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

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

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

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

9. *Review of Work; Defective Work:*

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

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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 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 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.

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

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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 recommend to Engineer proposed 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.

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.

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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).

G. 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 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 5, 2026.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Hidden Valley Sanitary Sewer Improvements

OWNER: City of Gillette, WY

CONTRACTOR: Halme, Inc.

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: 25EN21

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: March 24, 2026

ENGINEER: KLJ Engineering LLC

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 February 18, 2025, and the following terms and conditions of this Notice:

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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.

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 G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 5, 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: $1,000,000
2) General Aggregate: $2,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$1,000,000

f. Professional Liability (Errors Omissions) –

1) Each Claim Made $1,000,000
2) Annual Aggregate $2,000,000

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

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This is **EXHIBIT J**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 5, 2026.

Special Provisions

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

1: Paragraph 6.07 Controlling Law is hereby amended as follows:

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

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

6.11 *Indemnification*

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

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

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

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

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

3: The following is hereby added to the end of paragraph 6.13 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 5, 2026.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: May 5, 2026

Owner: City of Gillette

Engineer: KLJ Engineering LLC

Project: Hidden Valley Sanitary Sewer Improvements – 25EN21- Construction Administration

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

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

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

Agreement Summary:

Original agreement amount:	$ 147,770.00 ___
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

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

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

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

OWNER:	ENGINEER:
By:	By:
Print name:	Print name:
Title:	Title:
Date Signed:	Date Signed:

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25EN21-Hidden Valley Sanitary Sewer Repairs



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 300 feet

1 inch equals 0.06 miles

March 02, 2026

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration of a Contract with the Wyoming Department of Health to Sample Untreated Wastewater.

SUGGESTED ACTION:

I Move to Approve a contract with the Wyoming Department of Health to sample untreated wastewater.

CASE BACKGROUND:

The Wyoming Department of Health has requested the City of Gillette enter into a new contract to sample untreated wastewater for laboratory analysis to estimate epidemiological exposure from customers served by the City's sanitary sewer system.

The new contract authorizes payment from the Wyoming Department of Health, Public Health Division, to the City of Gillette, a lump sum of ninety-three thousand, six hundred dollars ($93,600). Contractor shall submit an invoice for this lump sum subsequent to the Effective Date (when all parties have executed the Contract), and payment will be made within forty-five (45) days of submission of the invoice.

The term of this Contract will expire on July 31, 2029.

ACTUAL COST VS BUDGET:

The total compensation provided by the Wyoming Department of Health to the City to perform the sampling services shall not exceed $93,600. Revenue received as part of this contract shall be applied as Deferred Grant Revenue within the Sewer fund.

STAFF REFERENCE:

Joff Pilon, P.E, Utilities Director

ATTACHMENTS:
Epidemiological Contract 26-29 AG Approved

Contract #: 255307

Entry Date: 4/8/2026 11:40:52 AM

WYOMING ATTORNEY GENERAL'S OFFICE

MAY 01 2026

Jodi A. Darrough
APPROVED AS TO FORM

Department: Wyoming Department of Health, Public Health Division

Agency Contact: Wilson, Melanie

Phone: 777-7172

Other Agency Contact: Rob Christensen
777-7425

Client Comments:

Contractor/Vendor Name: City of Gillette

Contract Title: WW City of Gillette

Contract Type: General Services - Federal Funds

Contract Amount: 93600.0000

Contract Effective Date:

Contract Expiration Date: 7/31/2029 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Download Only (Hard Copy Will Not be Returned to Agency)

Assigned Attorney: Chandler Pauling

CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and the City of Gillette, Campbell County, Wyoming (Contractor), whose address is: 201 East 5th Street, Gillette, Wyoming 82716. This Contract pertains to the Public Health Laboratory.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall obtain routine samples of well-mixed untreated wastewater for the Agency's testing contractor, in order to facilitate wide-scale epidemiological surveillance of bacteria or viruses of concern.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through July 31, 2029. All services shall be completed during this term.

4. **Payment.**

   A. The Agency agrees to pay the Contractor for the services described in Section 5 below. The Wyoming Department of Health, Public Health Division, agrees to pay the City of Gillette, Campbell County, Wyoming, a lump sum of ninety-three thousand, six hundred dollars ($93,600.00). Contractor shall submit an invoice for this lump sum subsequent to the Effective Date, and payment will be made within forty-five (45) days of submission of the invoice pursuant to Wyo. Stat. § 16-6-602.

   The maximum amount of federal funds provided under ALN# 93.323 shall not exceed ninety-three thousand, six hundred dollars ($93,600.00).

   B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, the Contractor will repay the Agency for services not rendered at a pro-rated rate based on the date on which services ceased to be performed. In no event shall the total amount paid to the City of Gillette, Campbell County, Wyoming, by the Wyoming Department of Health, Public Health Division under this Agreement exceed ninety-three thousand, six hundred dollars ($93,600.00).

5. **Responsibilities of Contractor.** The Contractor agrees to:

   A. Provide the Agency basic information about the Contractor's sewer system upon execution of this Contract, to include:

      (i) Location, in latitude and longitude, of the sampling site(s);

(ii) Approximate size of the sewer system(s) feeding into the sampling site(s), in terms of population served and square miles covered;

(iii) Historic monthly average, minimum, and maximum flow rates for each sewer system(s); and

(iv) The average time differential between peak demand (e.g. 6-8 am) and peak diurnal flow at the sampling site(s).

B. Collect two (2) specimen sets per week. Each specimen set shall contain a single twenty-four (24) hour composite sample of raw, untreated sewage influent. subdivided into vials. The period between each specimen set shall be at least twenty-four (24) hours. No more than two (2) specimen sets, subdivided into vials, may be submitted per week. Flow-proportionate specimens are preferred.

In order to spread out demand on the designated laboratory, the Agency may specify specimen collection days for the Contractor. Each specimen set shall be:

(i) Collected or subdivided into three (3) fifty (50) milliliter vials, supplied by the Agency, for a total volume of one hundred fifty (150) milliliters of raw influent;

(ii) Clearly label each specimen set with the wastewater entity, location, date and time of collection, ambient wastewater temperature at time of collection, and total flow that the specimen set represents;

(iii) Refrigerated both during and after collection. Specimens collected on Fridays, Saturdays, or Sundays may be refrigerated over the weekend and sent in on the following Monday.

C. Use the sampling packaging supplies and FedEx Priority Overnight shipping labels provided by the Agency to ensure each sample is received by the Agency-designated laboratory the morning after collection, with the exception of Friday, Saturday, or Sunday samples, which may be held under refrigeration over the weekend, per Section 5(B)(iii). If FedEx is unable to serve a particular collection site, then an alternative shipping carrier may be considered.

6. Responsibilities of Agency. The Agency agrees to:

A. Pay Contractor in accordance with Section 4 above.

B. Make wastewater testing results publicly available once laboratory testing and statistical interpretation procedures are validated.

C. Provide Contractor with billable return labels to be used to ship samples to the designated laboratory at no cost to the Contractor.

D. Provide the Contractor with sample packaging supplies.

7. **Special Provisions.**

A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.

B. **Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

D. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

G. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

H. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.

I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

J. **Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

K. **Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

L. **Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

M. **Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

N. **Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.

O. **Program Income.** Contractor shall not deposit grant funds in an interest-bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

P. **Applicability of Appendix II to 2 CFR Part 200.** This Contract has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Contract, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Contract. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Contract. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Contract, at law, or in equity.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify 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 Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.

G. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Contract.** This Contract, consisting of ten (10) pages, and the Federal Contract Provisions, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the

language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

J. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract 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, 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.

M. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

O. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs,

photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a usable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.

T. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

V. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

W. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then, at the discretion of the Agency and after written notice to the Contractor, the Agency may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Contractor shall be liable to the Agency for the entire cost of replacement services for the duration of the Contract term.

X. **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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

Y. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.

Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

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

BB. **Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:
Wyoming Department of Health, Public Health Division

Stefan Johansson, Director
Wyoming Department of Health — Date

Stephanie Sandoval, MHSA, MBA
Senior Administrator, Public Health Division — Date

CONTRACTOR:
The City of Gillette, Campbell County, Wyoming

Shay Lundvall, Mayor — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodie Dawson #25307
Chandler Pauling, Assistant Attorney General — 5-1-26 Date

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration of a Design-Build Services Agreement for the Children's Memorial Walkway Expansion Project with G & G Landscaping, Inc., in the Amount of $50,000.00.

SUGGESTED ACTION:

I Move for Approval of a Design-Build Services Agreement for the Children's Memorial Walkway Expansion Project with G & G Landscaping, Inc., in the Amount of $50,000.00.

PROJECT NUMBER:

26EN06

CASE BACKGROUND:

BACKGROUND: The Children's Memorial Garden, located immediately north of the West Warlow Drive and Brooks Avenue intersection (see the attached project area map), was constructed following the death of Madison Scalzo in 2006 resulting from a traffic accident in the immediate area. Part of this memorial is a clay paver walkway engraved with the names of loved ones in the community who have passed away. Since construction, the walkway has regularly received newly engraved clay pavers memorializing the loved ones of the community. As a result, the walkway is running out of spaces for newly engraved bricks.

WHY NEEDED: An expansion of the area to receive engraved pavers is needed to continue the function of this memorial facility for the community. In general, the proposal received from G & G will provide another area to receive engraved clay pavers to the northwest of the existing memorial area and make other improvements to the site as may be agreed upon and within the project budget.

SCHEDULE: Designs will be finalized over the month of June with construction anticipated for July thru September of 2026.

PROCUREMENT AND DELIVERY PROCESS: The City of Gillette publicly advertised a Request for Proposals (RFP) for Design-Build services on March 17th, March 24th, March 31st, and April 7th of 2026. A pre-proposal conference was held at Gillette City West on Thursday, April 2nd, 2026. G & G

Landscaping, Inc was the only firm to submit a proposal. They propose a **Total Cost Not to Exceed** of **$50,000.00** for all Design-Build services requested in the RFP. Final costs will be determined based on actual quantities and materials installed.

FUNDING: Monies for this project are allocated in the General Fund for Park Development in the amount of $50,000.00.

ACTUAL COST VS BUDGET: Final costs will be determined based on actual quantities and materials installed. The proposal and agreement with G & G Landscaping specifies an estimated **Total Cost Not to Exceed** of **$50,000.00.**

ACTUAL COST VS BUDGET:

Proposed: $50,000.00; Budget: $50,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Agreement
Project Area Map

QUOTE AGREEMENT

This Quote Agreement ("Agreement") is entered into between the City of Gillette, Wyoming, a municipal corporation and City of the first class, located at 201 East Fifth Street, Gillette, Wyoming ("City"), and, G & G Landscaping, Inc, located at 5400 Hitt Blvd, Gillette, WY 82718 ("Contractor"). City and Contractor are sometimes referred to as the "parties." This Agreement becomes effective upon the granting of all necessary approvals and as of the date of the last signature affixed below.

ACCORDINGLY, the parties agree as follows:

1. Contractor shall perform the following work under this Agreement:
   Per the associatd Quote Form and Proposed provided by the Contractor, dated April 13th, 2026: An expansion of the existing Clay Paver walkway at the Children's Memorial Garden located directly north of the E Warlow Drive and N Brooks Ave. The primary scope relates to providing additional space for engraved memorial bricks. Modifications and enhancements to the landscape and irrigation as detailed in the associated proposal and approved by Owner following contract award and finalization of design. ("Work).

2. Contractor shall perform the Work in conformance with the following:

   a. All applicable provisions of the Gillette City Code. A copy of the Gillette City Code may be found at: https://www.gillettewy.gov/city-government/about/current-city-code.

   b. The latest edition of the City of Gillette Standard Construction Specifications, including all insurance requirements stated in the general and applicable supplementary conditions contained therein. A copy of this document may be found at: https://www.gillettewy.gov/city-government/departments/development-services/engineering/regulations-standards.

   c. With respect to barricading and signing, the Manual of Uniform Traffic Control Devices.

   d. Applicable Industry Standards for Interlocking Concrete (or Clay) Pavements as published by the Concrete Masonry and Hardscape Association, and/or as agreed upon by Owner.

3. Additionally, in performing the work, Contractor shall:

   a. Possess a current, valid contractor's license recognized by City.

   b. Contact **"One-Call of Wyoming,"** at 1-800-849-2476 before commencing any excavation or boreing. If any utility is out of service for more than (5) minutes, the Contractor shall notify all individuals and entities that will be affected by a loss of utilities.

c. Obtain all required permits necessary to perform the Work.

d. Coordinate and perform all necessary tests and inspections.

4. Contractor shall promptly commence the Work after receiving a Notice to Proceed from the City. Contractor shall fully complete the Work on or before October 31st, 2026 after receiving the Notice to Proceed. If the Work is not completed within such time period, Contractor shall pay liquidated damages in the amount of $250.00 for each working day that expires after the time period stated above.

5. Upon completion of the Work, and as a condition for payment, Contractor shall provide City with a warranty for all of the Work performed. This warranty must provide that all aspects of the Work are in complete compliance with the requirements stated in Section 2 above. This warranty must remain effective for one year from the date of acceptance and final payment for the Work. Contractor shall execute this warranty to City on a form provided by City prior to final payment to Contractor.

6. In exchange for Contractor completing the Work, City shall pay Contractor the sum of $50,000.00. Any changes to this price must be agreed upon by the parties.

7. In order to receive payment, Contractor must submit to the City an invoice consistent with W.S. 16-6-602. If the City deems the Work to have been completed in a competent manner, City shall process Contractor's payment request through City's standard payment procedure and make payment consistent with W.S. 16-6-602. In processing Contractor's payment request, City may require Contractor to execute an "Affidavit on Behalf of the Contractor" to show that all bills for materials, supplies, labor have been fully paid by Contractor. If City makes such a request, Contractor must promptly execute such an affidavit.

8. City's representative for this Work will be Tobias Fiske, CAPM who can be contacted at the Engineering Division:

Address:	201 E. 5th St Gillette, WY 82716
Phone:	(307) 228-0077
E-Mail:	tobyf@gillettewy.gov

Contractor's representative will be Dustin Scallon, who can be contacted at:

Address:	5400 Htt Blvd Gillette, WY 82718
Phone:	(307) 670-2730

9. Contractor 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 Contractor or any of its officers, sub-contractors, agents, or employees; (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; 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 Agreement.

10. Each payment obligation of City 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 Contractor, the Agreement may be terminated by City at the end of the period for which the funds are available. City shall notify 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 City in the event this provision is exercised, and City 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 City to terminate this Contract to acquire similar services from another party.

11. The laws of the State of Wyoming govern the construction, interpretation, and enforcement of this Agreement. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties. Venue for any matter arising under this Agreement will be in the Sixth Judicial District, Campbell County, Wyoming.

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

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

14. This Agreement contains the entire, integrated agreement among the parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.

15. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not

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

16. This Agreement may not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written instrument executed by all parties.

17. This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

18. City does not waive governmental immunity by entering into this Agreement 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 Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), City does not intend to retain immunity in actions based on contract under this provision.

19. This Agreement may be executed in any number of separate, but identical counterparts. This Agreement may be executed by facsimile signatures or electronic delivery of signatures which shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

BASED ON THE FOREGOING, the parties, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below.

CITY OF GILLETTE

_____ _____
Michael H. Cole, City Administrator Date

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

CONTRACTOR

_____ 4-20-26
Date

Printed: Dustin Scallon

Title: President

WARRANTY
(For Quotes)

G & G Landscaping, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship for the **26EN06-Childrens Memorial Walkway Expansion.** FOR A PERIOD OF **One Year** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY THE CITY ENGINEER.

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.

DATED this 20 day of April, 2026

G & G Landscaping
CONTRACTOR (COMPANY NAME)

Presient
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Dustin Scallon, this 20th day of April, 2026

Witness my hand and official seal:

Notary Public

My commission Expires: 01/13/2029

APPROVED BY CITY OF GILLETTE

SEANNA J. CLYMER
Notary Public - State of Wyoming
Commission ID 168020
My Commission Expires 01/13/2029

CITY ADMINISTRATOR

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

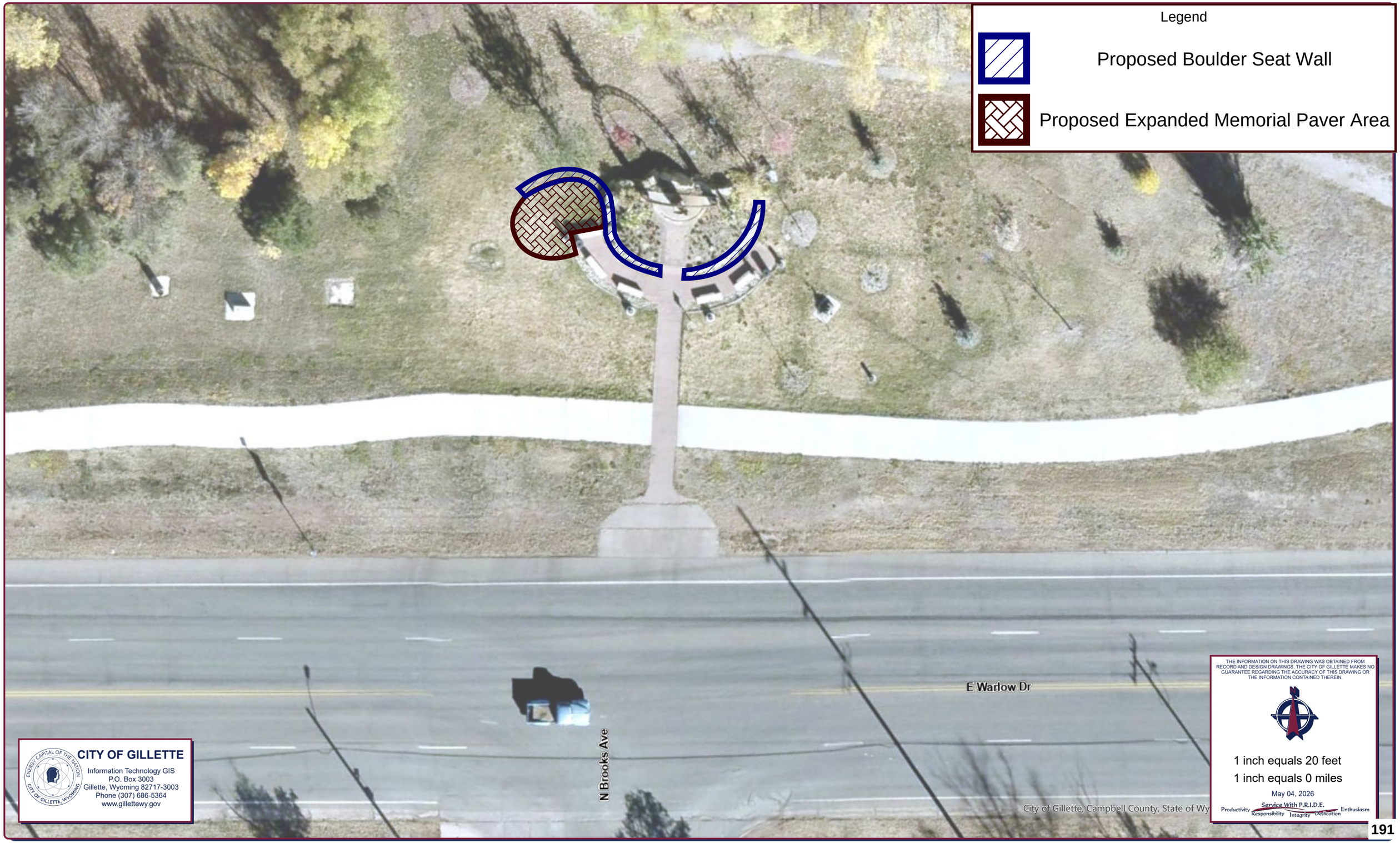
The foregoing instrument was acknowledged before me by _____, this _____ day of _____, 20__

Witness my hand and official seal:

Notary Public

My commission Expires:

26EN06-Children's Memorial Walkway Expansion-Reference 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 20 feet
1 inch equals 0 miles

May 04, 2026

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration of an Emergency Dispatch Services Contract Between the City of Gillette and Campbell County Hospital District.

SUGGESTED ACTION:

I move for approval of the Emergency Dispatch Services Contract Between the City of Gillette and Campbell County Hospital District.

CASE BACKGROUND:

This agreement states the terms by which the City of Gillette will provide 911 dispatch services to Campbell County Hospital District/EMS. This agreement essentially mirrors the dispatch services contract the City recently entered into with the Fire Department.

The term of this agreement will begin on July 1st of this year. Prior to the term beginning, the parties will coordinate and create a standard operating procedure specifying the quality of services to be provided. The cost to the Hospital under this agreement is its proportionate share based on relevant GPD call load.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:
Hospital Emergency Dispatch Services Contract

Emergency Dispatch Services Contract Between the City of Gillette and Campbell County Hospital District

This Emergency Dispatch Services Contract ("Contract") is entered into on this _____day of _____, 2026, by and between:

Campbell County Hospital District d/b/a Campbell County Health

501 S. Burma Ave..

Gillette, WY 82716,

Hereinafter ("CCH");

and

City of Gillette

201 E. 5th St.

Gillette, WY 82716,

Hereinafter “Dispatch Services Provider” or “Provider").

1. **Scope of Services:**

1.1 Provider agrees to utilize commercially reasonable efforts in providing and delivering emergency dispatch services to CCH, including, but not limited to, call answering, alarm processing, unit dispatching, and real-time information updates as required by Section 3.1.

1.2 With respect to the obligations stated in Section 1.1, Provider shall substantially adhere to the performance standards referenced in Section 3 below.

2. **Term:**

2.1 The initial term of this Contract shall commence on the 1st day of July, 2026, and terminate on 30th day of June, 2027. This Contract will automatically renew for successive one-year terms unless terminated by one of the parties.

3. **Performance Standards and Metrics:**

3.1 With respect to the obligations stated in Section 1.1, the parties shall designate their respective Gillette Police Department staff and CCH staff to form a committee to establish written standard operating procedures for emergency dispatch services (“SoP”). This SoP will be incorporated into this Contract through inclusion as Appendix A. The parties may amend this SoP from time to time. Provider agrees to substantially meet the performance standards and metrics set forth in such SoP, as may be amended from time to time.

3.2 CCH may conduct regular assessments, audits, and evaluations to ensure Provider's compliance with the aforementioned performance standards. The parties shall meet quarterly to evaluate the services provided under this agreement, evaluate the quality of services provided using relevant NFPA metrics and determine continuous quality improvement steps that can be taken in the services provided under this Contract.

4. **Compensation:**

4.1 CCH shall pay Provider a fee that reflects CCH's proportionate share of Provider's annual operating and capital improvement and replacement budget for dispatch services. CCH's proportionate share will be based on CCH's portion of Provider's dispatch call volume as follows. For Fiscal Year 2026-2027, CCH shall pay Provider a sum commensurate with CCH's proportionate share of Provider's total dispatch call volume for calendar year 2025, as applied to Provider's total operating and capital budget for dispatch services. For Fiscal Year 2027-2028, CCH's proportionate share payment obligation will be determined by averaging CCH's portion of Provider's total dispatch call volume for calendar years 2025 and 2026. For Fiscal Year 2028-2029, CCH's proportionate share payment obligation will be determined by averaging CCH's portion of Provider's total dispatch call volume for calendar years 2025, 2026, and 2027. For each fiscal year thereafter, CCH 's proportionate share payment obligation will be based on a three-year rolling average of CCH's portion of Provider's total dispatch call volume for the preceding three calendar years. CCH shall remit each payment obligation to Provider within forty-five (45) days of the beginning of each fiscal quarter.

5. **Legal Compliance:**

5.1 Provider shall operate in full compliance with all federal, state, and local laws governing emergency dispatch services in the State of Wyoming.

6. **Confidentiality; Ownership of Records and Use of Data; Access to Records:**

6.1 To the extent provided by the Wyoming Public Records Act, Provider shall maintain strict confidentiality regarding all information received during the provision of dispatch services and shall not disclose information so obtained to any third party without the prior written consent of CCH, which will not be unreasonably withheld, or court order.

6.2 At the time of this agreement the Records Managements System (RMS) is Spillman. The RMS system is hosted by Provider. Computer Aided Dispatch (CAD) records created by Provider for the purposes of call-taking information from the public and field units or for dispatching field units and resources to calls for service are the exclusive property of Provider. Use of the Records Management System (Spillman) is for public safety purposes only. Patient treatment records shall be the property of CCH, subject to the rights of the patients treated.

6.3 The parties agree that, if this Contract is subject to the provisions of 42 U.S.C.A. 1301 et seq., The Social Security Act, and the regulations promulgated in implementation thereof (initially codified at 42 C.F.R. 420.300 et seq.), the parties shall comply with the provisions of such Act. The parties shall perform the obligations as may be from time to time specified for subcontractors in The Social Security Act (42 U.S.C.A. 1301 et seq.), and any successor regulations (collectively, the "Regulations"), including without limitation, allowing the Comptroller General of the United States ("Comptroller General"), the United States Department of Health and Human Services ("HHS"), or any other Federal or State agency of the government with proper authority to demand access or review of such records, and their duly authorized representatives, access upon their request to the parties' contracts, books, documents and records until the expiration of four (4) years after the termination of this Contract. If any such request for parties' books, documents, and records is made, related to one party, that party shall immediately give notice of such request to the other party and provide the party with a copy of such request, and the party shall consult and cooperate with the other party concerning the proper response to such request. The party shall provide the other party with a copy of each such book, document, and record made available to

the Comptroller General, HHS, and their duly authorized representatives or shall identify each such book, document, and record and grant CCH access thereto for review and copying.

7. **Termination:**

7.1 Either party may terminate this Contract upon 180 days written notice.

7.2 Immediate termination may occur for cause, including, but not limited to, a material breach of the Contract terms or failure to meet the performance standards as described on Exhibit A.

8. **Governing Law; Venue:**

8.1 This Contract shall be governed by and construed in accordance with the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Contract and the parties. Venue for any matter arising under this Agreement will be in the Sixth Judicial District, Campbell County, Wyoming.

9. **Entire Agreement:**

9.1 This Contract represents the entire understanding between the parties and supersedes any prior agreements or understandings, whether oral or written.

10. **Waiver:**

10.1 The waiver of any breach of any term or condition in this Contract will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach does not constitute a waiver. No waiver, amendment, release, or modification of this Contract may be established by conduct, custom, or course of dealing. All waivers must be in writing and signed by all parties.

11. **Governmental Immunity:**

11.1 Neither party waives governmental immunity by entering into this Contract and, unless specifically and expressly waived, each party 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 will not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Contract will not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity will be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), neither party intends to retain immunity in actions based on contract under this provision.

12. **Force Majeure:**

12.1 Excepting payment obligations, neither party will be liable for failure to perform under this Contract 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 becomes 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 will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

13. **Independent Contractor:**

13.1 Nothing in this Contract shall be interpreted as authorizing any party or its agents and/or employees to act as an agent or representative for or on behalf of any other party nor to incur any obligation of any kind on behalf of the other party.

14. **Severability:**

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

15. **Amendments:**

15.1 This Contract may not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written instrument executed by all parties.

16. **Binding Effect:**

16.1 This Contract will not be binding on any party until duly executed by all parties. Once completely executed, this Contract will be binding upon and inure to the benefit of the parties and their respective successors, heirs, and permitted assigns.

17. **Counterparts:**

17.1 This Contract may be executed in any number of separate, but identical counterparts. This Contract 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.

18. **Third Party Beneficiary Rights:**

18.1 The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract will not be construed to create such status. The rights, duties, and obligations contained in this Contract operate only between the parties to this Contract and inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

19. **Titles Not Controlling:**

19.1 Titles of paragraphs are for reference only and may not be used to construe the language in this Contract.

20. **No Indemnification:**

20.1 Neither party to this Contract agrees to insure, defend, hold harmless, or indemnify the other party.

21. **Equipment:**

21.1 Upon termination of this Contract, each respective party shall retain ownership of all equipment and frequencies owned by such party. No transfer of title to equipment or frequencies shall occur because of termination of this Contract. No purchase of real property is anticipated under this Contract. If equipment or real property is shared under this the Contract, title to the property shall remain with the purchaser of the property or equipment.

22. **Disclaimer Regarding Referrals:**

22.1 The parties to this Contract stipulate and agree that the purpose of this Contract is to provide emergency dispatch services. It is agreed by the parties hereto will not, in any way, require, or is not contingent upon the admission, recommendations, referral or any other form of arrangement for utilization by patients or others of any item or service offered by another party to this Contract. Furthermore, nothing in this Contract shall be construed to prohibit or in any way limit another party's ability to refer patients to any other facility.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

Campbell County Hospital District:

BY; _____

ITS: _____

City of Gillette:

BY:_____

ITS: _____

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

Appendix A

[Provided Under Separate Cover at a Later Date]

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration of a Resolution to Amend Resolution No. 2356 Regarding the Methodology to Guide the Evaluation of Budget Requests from Outside Agencies and Social Service Agencies, and Establishing a Sunset Provision (FY2026-2027).

SUGGESTED ACTION:

I Move to Approve a Resolution to Amend Resolution No. 2356 Regarding the Methodology to Guide the Evaluation of Budget Requests from Outside Agencies and Social Service Agencies, and Establishing a Sunset Provision (FY2026-2027).

CASE BACKGROUND:

Resolution Amends Resolution 2356 to increase funding for Outside Agencies and Social Service Agencies from five percent (5%) to five and twenty-two hundredths' percent (5.22%) of the revenues received from the "One Percent Tax." The funding calculation is based on five and twenty-two hundredths' percent (5.22%) of the revenues received from the One Percent Tax from April 1, 2025 through March 31, 2026.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Amendment to Resolution 2356 - FY27 Agency Funding

RESOLUTION NO. _____

A RESOLUTION TO AMEND RESOLUTION NO. 2356 REGARDING THE METHODOLOGY TO GUIDE THE EVALUATION OF BUDGET REQUESTS FROM OUTSIDE AGENCIES AND SOCIAL SERVICE AGENCIES, AND ESTABLISHING A SUNSET PROVISION (FY2026-2027)

RECITALS

A. On February 6, 2012, the City of Gillette adopted Resolution 2356 that established a "Gillette Agency Funding Criteria" and a "Gillette Agency Budget Funding Process."

B. The methodology included in Resolution 2356 states:

> The total funding for Outside Agencies and Social Service Agencies, except for requests for capital construction requests, shall not exceed 5% of the revenues received from the general purposes excise tax enacted pursuant to Wyoming Statute 39-15-203(a)(i), known as the *One Percent Tax*.

C. The City of Gillette finds it necessary and appropriate to amend this language of Resolution 2356 as follows:

> The total funding for Outside Agencies and Social Service Agencies, except for requests for capital construction requests, shall not exceed five and twenty-two hundredths' percent (5.22%) of the revenues received from the "One Percent Tax." *See* WYO. STAT. § 39-15-203(a)(i).

D. The City of Gillette specifically seeks to limit the effect of this amendment to Resolution 2356 for the 2026-2027 fiscal year, and for this Amendment to sunset on June 30, 2027.

E. The funding calculation is based on five and twenty-two hundredths' percent (5.22%) of the revenues received from the One Percent Tax from April 1, 2025 through March 31, 2026.

NOW, THE GILLETTE CITY COUNCIL HEREBY RESOLVES:

1. Resolution No. 2356, adopted on February 6, 2012 is hereby amended to read as follows:

> The total funding for Outside Agencies and Social Service Agencies, except for requests for capital construction requests, shall not exceed five and twenty-two hundredths' percent (5.22%) of the revenues received from the One Percent Tax.

2. This Amendment shall be in full force and effect upon publication. The Amendment set forth herein shall continue in force and effect until June 30, 2027.

ADOPTED by a majority vote of the City Council of Gillette this _____, 2026.

_____
Shay Lundvall, Mayor

(S EA L)
ATTEST:

_____
Alicia Allen, City Clerk

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Council Consideration of a Resolution Authorizing the Submission of an Application to the U.S. Department of Transportation "Safe Streets And Roads For All" Grant Program for the Governing Body of the City of Gillette, Wyoming for the Purpose of the Development of the City of Gillette Safety Action Plan.

SUGGESTED ACTION:

I move to approve a Resolution on Behalf of the Governing Body of the City of Gillette, Wyoming to submit a grant application to the U.S. Department of Transportation "Safe Streets And Roads For All" Grant Program for the Purpose of the Development of the City of Gillette Safety Action Plan.

CASE BACKGROUND:

This U.S. Department of Transportation "Safe Streets And Roads For All" grant application is being requested to assist the City of Gillette in the development of a Comprehensive Safety Action Plan. This plan will be designed to proactively address roadway safety and prevent deaths and serious injuries across the local transportation network. As a multimodal community in a rural setting, Gillette faces distinct safety challenges, including infrastructure that lacks ADA compliance and corridors that do not adequately serve pedestrians or cyclists. The plan will help identify specific high-risk locations, establish a High-Injury Network, and prioritize actionable safety projects. Identifying these key areas of focus will allow us to provide ideas on addressing critical needs within the community such as the Gurley Overpass, which lacks sidewalks and ADA-compliant pathways despite being a major route over BNSF railroad tracks. The development of a final Safety Action Plan will position the City to apply for future implementation funding with the U.S. Department of Transportation, as well as, other Federal funding opportunities.

The full application is to be submitted before May 26th, 2026. Attached separately is a copy of the Resolution of Support for Council Approval. The signed Resolution will accompany the grant application.

ACTUAL COST VS BUDGET:

The grant request will total no more than the amount of $360,000.00 with the 20% match coming

from the General Fund/Optional 1% Sales Tax Fund.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION "SAFE STREETS AND ROADS FOR ALL" GRANT PROGRAM FOR THE PURPOSE OF THE DEVELOPMENT OF THE CITY OF GILLETTE SAFETY ACTION PLAN.

RECITALS

WHEREAS, the City of Gillette ("City") has identified and recognized the need for the development of a Comprehensive Safety Action Plan; and

WHEREAS, the specific goals and measures of success of this project include, but are not limited to, the prevention of fatalities and serious injuries on City roadways; and

WHEREAS, the Safe Streets and Roads for All grant funding, administered by the U.S. Department of Transportation, is a federal grant program designed to assist in the development of a comprehensive safety action plan; and

WHEREAS, the City of Gillette will encumber 100% of the grant request funding totaling $450,000 which includes both federal funds requested and cash match for these projects for this purpose; and

WHEREAS, the general fund and/or optional 1% sales tax fund is available as cash match of at least $90,000 for this purpose; and

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

1. The Governing Body through the Mayor is hereby authorized to execute, a grant application and all necessary documents related to the above-referenced grant administered by the U.S. Department of Transportation in the amount of up to $360,000 in federal funds for the City of Gillette Safety Action Plan.

2. The City Administrator, City Engineer, or their designee, shall be designated as the authorized representatives of, to act on behalf of the Governing Body on all matters relating to these grant applications.

PASSED, APPROVED AND ADOPTED this 19th day of May 2026.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Appointment of up to Three (3) Council Members to the Gurley Bridge Design Consultant Selection Committee.

SUGGESTED ACTION:

I move to to Appoint _____, _____, and_____ (up to three Council members) to the Gurley Bridge Design Consultant Selection Committee.

CASE BACKGROUND:

Staff is currently working through the consultant selection process for the Gurley Bridge Design. We need your assistance to review consultant proposals and participate in consultant interviews in June.

Staff respectfully requests up to three (3) Council members participate on the selection committee for this important project. Other members of the consultant selection team will include City staff, and one or two members from one of our citizen advisory boards.

Below are the details regarding the consultant selection process provided by our City Engineer:

- The City will follow the qualifications-based, consultant selection process used by the Federal Highway Administration, which is similar to the process WYDOT uses.
- The City advertised these services several weeks ago and requested "Letters of Intent" from interested consulting firms. (See the attached excerpt from the Gillette News Record.)
- The City recently received Letters of Intent from five (5) engineering firms.
- Requests for Proposals (RFP's) were sent Friday, May 8 to the five (5) firms that submitted a letter of interest.
- Proposals from consultants are due on or before Friday May 29.
- Five (5) proposals will be reviewed during the week of June 1 (independently), likely requiring three to four hours per proposal to review.
- Interviews with each firm will occur sometime during the week of June 8. Each interview will take approximately 1-1.5 hours per interview over one or two days, for a total of 8 hours for all of the interviews.
- The selection committee will complete the consultant selection evaluations (2-4 hours total) and

discuss the evaluations during a "selection meeting" during the week of June 15.
- After the interviews, city staff will begin fee negotiations once a successful consultant is selected.

The consultant selection team will recommend a consultant for Council to award a professional services agreement at a regular Council meeting later this summer.

STAFF REFERENCE:

Michael H. Cole, City Administrator, Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:
Request for Letters of Interest_Gillette News Record

REQUEST FOR LETTERS OF INTEREST
Bridge Design Services for the
Senator Mike Enzi Memorial Overpass
City of Gillette, Wyoming

The City of Gillette is requesting Letters of Interest (LOI's) for Engineering Consultants with experience in bridge design (WYDOT Work Type Code SBD) for the Senator Mike Enzi Memorial Overpass (a.k.a. Gurley Overpass).

Letters are limited to a maximum of two pages and must be submitted on company letterhead. Cover pages are included in the maximum pages. Your Letter of Interest should address the capabilities that your firm has and why your firm is best suited for this project-specific solicitation. Services provided shall include, but not be limited to: working on federally procured public works projects, bridge and roadway design, design meetings, plan reviews, strong public strategic communications and working with stakeholder committees, real estate and easements, permitting with Burlington Northern Santa Fe (BNSF) and the Wyoming Department of Transportation (WYDOT), experience with the Federal National Environment Protection Agency (NEPA) process, utility locates and design, and assistance in funding acquisition.

The LOI may be scanned and emailed to matto@gillettewy.gov, but must be received no later than **May 1, 2026 at 3:00 p.m. Mountain Daylight Time.**

Restrictions on the use of data or information within a LOI must be clearly stated in the LOI itself. Pursuant to Wyoming Statute 16-4-201 through 16-4-205, LOIs are privileged, confidential information only if they contain trade secrets and other valuable information not generally available to competitors. The City of Gillette will not release any stated restricted information regarding submitted LOIs. All other information will be considered public information and released upon request by other entities.

The City of Gillette will acknowledge receipt of LOI submittals, but the burden of submittal and confirmation of receipt prior to the submittal deadline is the sole responsibility of respondents.

Contact by consultants or subconsultants with City of Gillette personnel other than those from the Engineering Division regarding this request, during this phase of the selection process, will be cause for disqualification.

Responding consultants not already in the WYDOT database must also submit a general Statement of Interest (SOI) that reflects the selection work code(s) and applicable licensing requirements. Consultants with current SOIs may update their WYDOT CS-6/SOI form in the interest of the below project if desired, but it is not required unless the current SOI does not include the selection work code(s). New or updated SOIs must be received no later than the LOI due date to be considered for this project. The WYDOT CS-6/SOI form can be found at this link: https://www.dot.state.wy.us/home/business_with_wydot/consultants/use_of_consultants.html.

SOIs and LOIs will be used to determine a short list of the most qualified firms (5 minimum if at least 5 LOIs are received) and a Request for Proposals will be sent to just the short-listed firms.

All inquiries regarding this shall be directed to Matt Olsen, Assistant City Engineer, City of Gillette, 201 E 5th Street, Gillette, Wyoming, 82716, Tel. (307) 686-5265, matto@gillettewy.gov.

DATED THIS 9th DAY OF April, 2026.

/s/ Michael H. Cole
Michael H. Cole, City Administrator
City of Gillette

April 14, 21, 28, 2026

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for the Northern 1,457.60 FT, more or less, of the Morrish Property, as Recorded in Book 5 Plats, Page 9, City of Gillette, Campbell County, Wyoming, from C-O, Office and Institutional District, to C-1, General Commercial District, per the attached Exhibit. (Planning Commission Vote: 4/0)

APPLICANT/OWNER:

Hoskinson Biotechnology Holding LLC, Owner

AGENT:

Alyson Degan, Hoskinson Contracting, Agent

CASE BACKGROUND:

The applicants seek to amend the Zoning Map to rezone an unplatted parcel of land at 1011 E 8th St from C-O, Office and Institutional District, to C-1, General Commercial District. The property is 44.91 acres and is currently undeveloped. No plans for the development of the property have been submitted to the City Planning Division at this time.

The surrounding Zoning Districts are:
North – C-1, General Commercial District
East – C-1, General Commercial District & M-H, Mobile Home District & R-2, Two-Family Residential District
South – R-2, Two-Family Residential District & Ag, Agricultural District & R-1, Single-Family Residential District
West – R-2, Two-Family Residential District & R-4, Multi-Family 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.

Staff recognizes that the proposed rezone serves to “recognize changing conditions” for the “general welfare”. The C-O District provides a for a limited number of uses providing a mixture of public, quasi-public, and private institutional and professional services. The areas commonly zoned as C-O include areas associated with medical, school, and civic uses. These uses are still permitted in a C-1 District, but additional uses including, but not limited to, grocery stores, greenhouses, gas stations, entertainment, commercial recreation, storage facilities, and community centers are allowed. A rezone of the area to C-1, General Commercial District would allow greater flexibility for the development of the large, 44-acre parcel, providing the nearby residential areas with greater access to the services allowed within the district, promoting the general welfare of those residents.

The 2025 Comprehensive Plan Future Land Use Map identifies the area as Traditional Neighborhood. Per the Comprehensive Plan “These areas create places where residents can live, shop, work, and gather”. The proposed rezone would be consistent with the Future Land Use Map as the C-1 District provides places for local residents to work, shop, and, in some cases, gather.

CASE REQUIREMENTS:

There are no case requirements.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

CASE MANAGER:

Meredith Duvall, City Planning Manager

ATTACHMENTS:
Public Hearing Notice

PUBLIC HEARING NOTICE

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MAY 19TH, 2026, BEGINNING AT 6:00 P.M. IN CITY HALL, 201 EAST FIFTH STREET, TO CONSIDER A REQUEST FOR AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF THE CITY OF GILLETTE, WYOMING FOR ALL OF THE NWNW QUARTER AND FOR A PORTION OF THE NORTHERN PORTION OF THE SWNW AND A PORTION OF THE NWSENW AND A PORTION OF THE WEST HALF OF THE NENW OF SECTION 26, TOWNSHIP 50, RANGE 72, ALSO KNOWN AS ROUGHLY THE NORTHERN 1,457.60 FT MORE OR LESS OF THE MORRISH PROPERTY, AS RECORDED IN BOOK 5 PLATS, PAGE 9, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM C-O, OFFICE AND INSTITUTIONAL DISTRICT TO C-1, GENERAL COMMERCIAL DISTRICT.

ANYONE DESIRING FURTHER INFORMATION MAY CONTACT THE DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION, SECOND FLOOR OF CITY HALL, OR CALL 686-5281.

RY MUZZARELLI, P.E.
DEVELOPMENT SERVICES DIRECTOR

DATED: April 22nd, 2026
PUBLISH: May 2nd, 2026

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

ORDINANCE 1ST READING
Council Consideration of an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for the Northern 1,457.60 FT, more or less, of the Morrish Property, as Recorded in Book 5 Plats, Page 9, City of Gillette, Campbell County, Wyoming, from C-O, Office and Institutional District, to C-1, General Commercial District, per the attached Exhibit. (Planning Commission Vote: 4/0)

SUGGESTED ACTION:

I move to Approve an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for the the Northern 1,457.60 FT, more or less, of the Morrish Property, as Recorded in Book 5 Plats, Page 9, City of Gillette, Campbell County, Wyoming, from C-O, Office and Institutional District, to C-1, General Commercial District, per the attached Exhibit. (Planning Commission Vote: 4/0)

APPLICANT/OWNER:

Hoskinson Biotechnology Holding LLC, Owner

AGENT:

Alyson Degan, Hoskinson Contracting, Agent

CASE BACKGROUND:

The applicants seek to amend the Zoning Map to rezone an unplatted parcel of land at 1011 E 8th St from C-O, Office and Institutional District, to C-1, General Commercial District. The property is 44.91 acres and is currently undeveloped. No plans for the development of the property have been submitted to the City Planning Division at this time.

The surrounding Zoning Districts are:

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West – R-2, Two-Family Residential District & R-4, Multi-Family 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:
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b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

Staff recognizes that the proposed rezone serves to "recognize changing conditions" for the "general welfare". The C-O District provides a for a limited number of uses providing a mixture of public, quasi-public, and private institutional and professional services. The areas commonly zoned as C-O include areas associated with medical, school, and civic uses. These uses are still permitted in a C-1 District, but additional uses including, but not limited to, grocery stores, greenhouses, gas stations, entertainment, commercial recreation, storage facilities, and community centers are allowed. A rezone of the area to C-1, General Commercial District would allow greater flexibility for the development of the large, 44-acre parcel, providing the nearby residential areas with greater access to the services allowed within the district, promoting the general welfare of those residents.

The 2025 Comprehensive Plan Future Land Use Map identifies the area as Traditional Neighborhood. Per the Comprehensive Plan "These areas create places where residents can live, shop, work, and gather". The proposed rezone would be consistent with the Future Land Use Map as the C-1 District provides places for local residents to work, shop, and, in some cases, gather.

CASE REQUIREMENTS:

There are no case requirements.

STAFF REFERENCE:

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

CASE MANAGER:

Meredith Duvall, City Planning Manager

ATTACHMENTS:
Ordinance
Exhibit
Vicinity Map
Zoning Map
Planning Requiremets
Finding of Facts
Planning Commission Minutes 5/11/2026

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR ALL OF THE NWNW QUARTER AND FOR A PORTION OF THE NORTHERN PORTION OF THE SWNW AND A PORTION OF THE NWSENW AND A PORTION OF THE WEST HALF OF THE NENW OF SECTION 26, TOWNSHIP 50, RANGE 72, ALSO KNOWN AS ROUGHLY THE NORTHERN 1,457.60 FT MORE OR LESS OF THE MORRISH PROPERTY, AS RECORDED IN BOOK 5 PLATS, PAGE 9, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM C-O, OFFICE AND INSTITUTIONAL DISTRICT TO C-1, GENERAL COMMERCIAL DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

Lands situated in all of the NWNW Quarter and for a Portion of the Northern Portion of the SWNW and a Portion of the NWSENW and a Portion of the West half of the NENW of Section 26, Township 50, Range 72, also known as roughly the northern 1,457.60 ft more or less of the Morrish Property, as Recorded in Book 5 Plats, Page 9, City of Gillette, Campbell County, Wyoming.

Section 2. Zoning Amendment

Lands situated in all of the NWNW Quarter and for a Portion of the Northern Portion of the SWNW and a Portion of the NWSENW and a Portion of the West half of the NENW of Section 26, Township 50, Range 72, also known as roughly the northern 1,457.60 ft more or less of the Morrish Property, as Recorded in Book 5 Plats, Page 9, City of Gillette, Campbell County, Wyoming, from C-O, Office and Institutional District, to C-1, General Commercial District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this _____day of _____, 2026.

_____
Shay Lundvall, Mayor

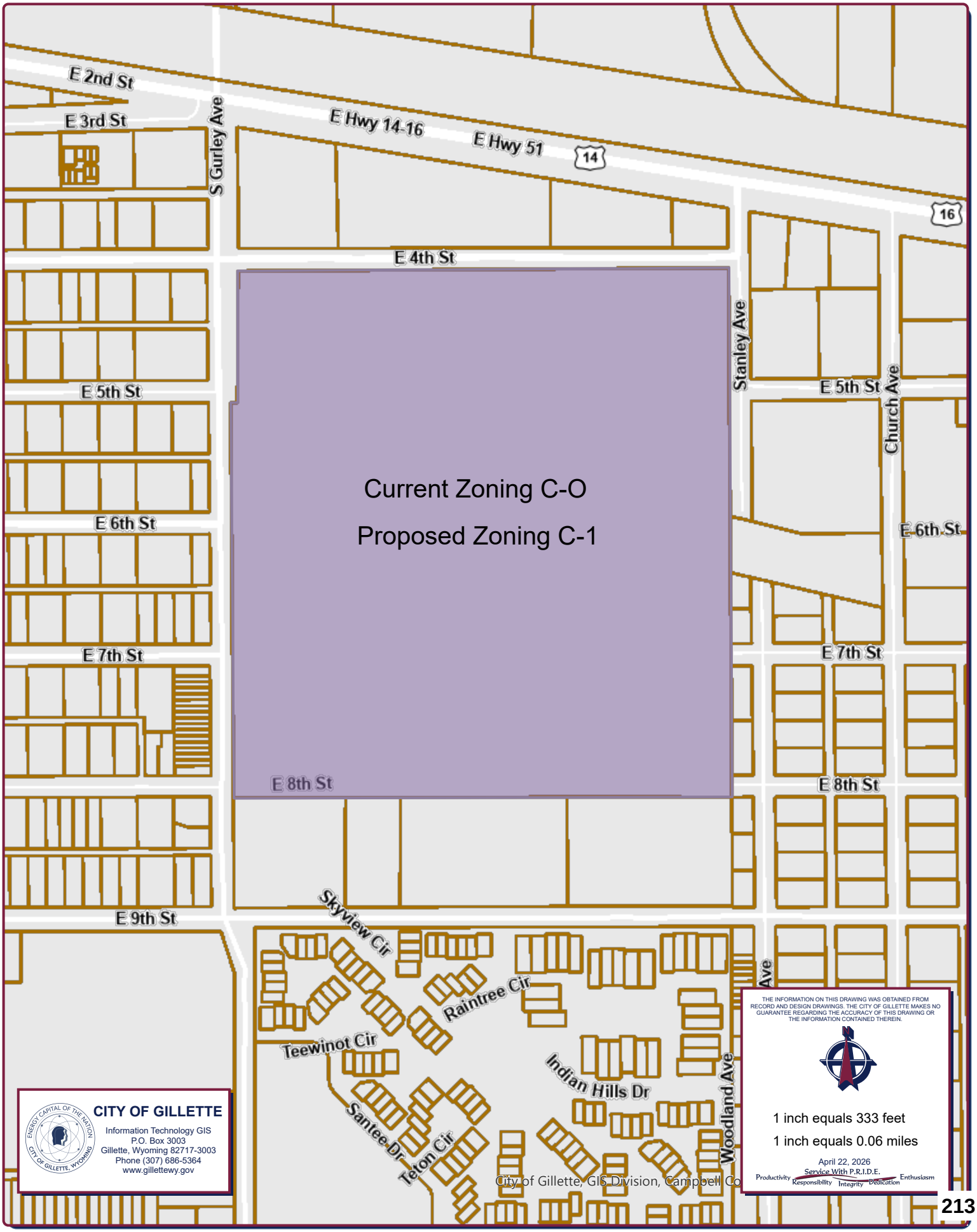
(S E A L)

ATTEST:

_____
Alicia Allen, City Clerk

Publication Date:

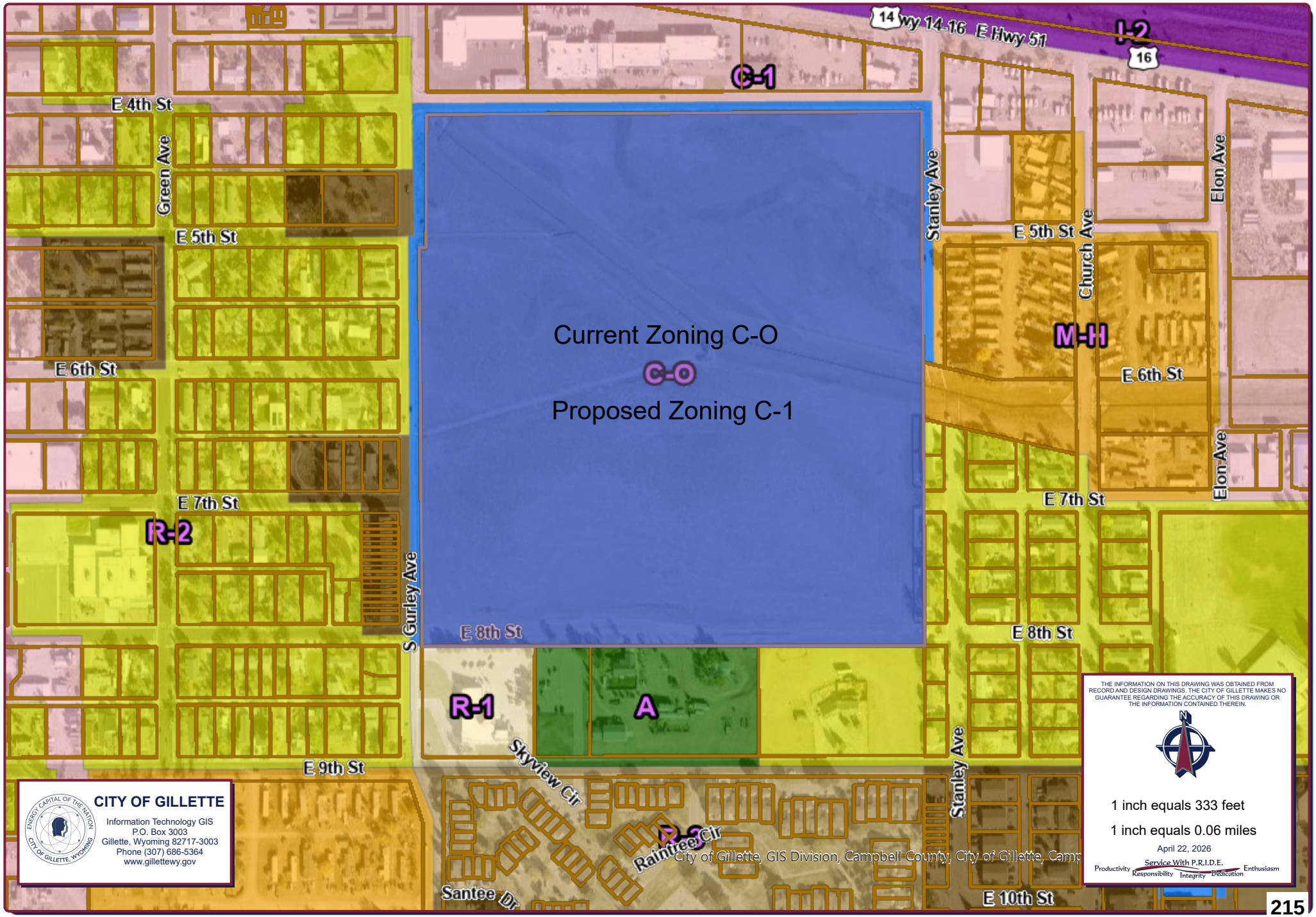
Map Amendment Exhibit



Vicinity Map



Zoning Map


Current Zoning C-O
C-O
Proposed Zoning C-1
C-1
I-2
M-H
R-2
R-1
A
E 4th St
E 5th St
E 6th St
E 7th St
E 8th St
E 9th St
E 10th St
Green Ave
S Gurley Ave
Stanley Ave
Church Ave
Elon Ave
Skyview Cir
Raintree Cir
Santee Dr
E Hwy 51
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
April 22, 2026
Service With P.R.I.D.E.
Productivity Responsibility Integrity Dedication Enthusiasm
City of Gillette, GIS Division, Campbell County, City of Gillette, Camp

PL2026-0011 | Map Amendment | 1011 E 8th St

Planning Requirements

1. There are no Planning Requirements for this case.

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE	)	**PL2026-0011**
	)	**ZONING MAP AMENDMENT 1011 E 8TH ST**
	)	**CITY OF GILLETTE ZONING ORDINANCE**
PETITIONERS	)	**HOSKINSON BIOTECHNOLOGY HOLDING LLC**

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission ("Commission") on May 11, 2026, for hearing on the Zoning Map Amendment filed by Alyson Degnan, acting as the agent for the Petitioners. Petitioners seek to change the zoning district of 1011 E 8th St, from C-O, Office and Institutional District, to C-1, General Commercial District. Vice-Chairman Richard Cone, Vice-Chairman of the Commission presided. Commissioners Brian Rozier, Lance Walker, and Ian Scott were also present.

Meredith Duvall, City Planning and Code Compliance Manager for the City of Gillette, acted as Case Manager for the proceedings. Alyson Degnan, acting as agent for the petitioners, was not 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 Petitioners to change the Zoning District Map of the City of Gillette.

2. Petitioner is requesting to change the zoning for 1011 E 8th St

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 1011 E 8th St, from C-O, Office and Institutional District, to C-1, General Commercial District.

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

6. At the hearing, the 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 1011 E 8th St.

8. At the hearing, the Case Manger demonstrated the proposed changes "recognize changing conditions" for the "general welfare". The C-O District provides a for a limited number of uses providing a mixture of public, quasi-public, and private institutional and professional services. The areas commonly zoned as C-O include areas associated with medical, school, and civic uses. These uses are still permitted in a C-1 District, but additional uses including, but not limited to, grocery stores, greenhouses, gas stations, entertainment, commercial recreation, storage facilities, and community centers are allowed. A rezone of the area to C-1, General Commercial District would allow greater flexibility for the development of the large, 44-acre parcel, providing the nearby residential areas with greater access to the services allowed within the district, promoting the general welfare of those residents.

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 Map 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 correct an obvious error in the map.

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 1011 E 8th St, from C-O, Office and Institutional District, to C-1, General Commercial District based on changing conditions for the general welfare of the public. 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 attending 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 May, 2026.

CITY OF GILLETTE PLANNING COMMISSION

_____
Shaun Hottell, Chair

ATTEST: _____
Merdith Duvall, City Planning and Code Compliance Manager

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ May 11, 2026 ~ 5:15 pm

PRESENT

Commission Members Present: Vice-Chair Richard Cone, Lance Walker, Ian Scott, and Brian Rozier.

Commission Members Absent: Chair Shaun Hottell, Matthew Nelson and Jack Colson.

Staff Present: Meredith Duvall, City Planning Manager, Amy Smith, City Planner; and Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Vice-Chair Cone called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Lance Walker to approve the meeting minutes of February 24, 2026. Brian Rozier seconded the motion. Motion carried 4/0.

Case No. PL2026-0011 – ZONING MAP AMENDMENT – 1011 E 8th St

The applicants seek to amend the Zoning Map to rezone an unplatted parcel of land at 1011 E 8th St from C-O, Office and Institutional District, to C-1, General Commercial District.

The property is 44.91 acres and is currently undeveloped. No plans for the development of the property have been submitted to the City Planning Division at this time.

Staff recognizes that the proposed rezone serves to “recognize changing conditions” for the “general welfare”. The C-O District provides a for a limited number of uses providing a mixture of public, quasi-public, and private institutional and professional services. The areas commonly zoned as C-O include areas associated with medical, school, and civic uses. These uses are still permitted in a C-1 District, but additional uses including, but not limited to, grocery stores, greenhouses, gas stations, entertainment, commercial recreation, storage facilities, and community centers are allowed.

A rezone of the area to C-1, General Commercial District would allow greater flexibility for the development of the large, 44-acre parcel, providing the nearby residential areas with greater access to the services allowed within the district, promoting the general welfare of those residents. The 2025 Comprehensive Plan Future Land Use Map identifies the area as Traditional Neighborhood. Per the Comprehensive Plan “These areas create places where residents can live, shop, work, and gather”. The proposed rezone would be consistent with the Future Land Use Map as the C-1 District provides places for local residents to work, shop, and, in some cases, gather.

Meredith Duvall said the Planning Division received four calls on the case, with three being general inquiries only with no objections. One of the calls was a citizen concerned about a land deal they potentially had with the property owner, and Ms. Duvall explained to them what would need to take place if they decided to purchase and then subdivide the property.

Vice-Chair Cone asked if there were any comments or questions by the public or the Commission.

Nick Deegan, an adjacent property owner, was present and said he and his wife wanted to object to the rezoning with concerns of traffic volume noting that Gurley Avenue is already heavily congested, Mr. Deegan expressed concern that further development would make the traffic worse and be more hazardous for the homeowners along Gurley Avenue. Mr. Deegan also highlighted the potential adverse effects of increased development to the area on local wildlife, specifically geese and deer populations.

Vice-Chair Cone inquired whether future developments would require a traffic study. Meredith Duvall said any future development requires a stie plan review by all city departments. The Engineering Division would mandate both a traffic study and drainage report to determine necessary traffic control devices and infrastructure with that site plan.

Karen Wendel, property owner of the surrounding area, was present, and said she is also concerned about the potential increased traffic on Gurley Avenue.

Vice-Chair Cone asked if any plans had been given to the city for future development, and Ms. Duvall said there had not been any. Mr. Cone asked if the city would investigate re-routing traffic on another street during a Commercial Site Plan and Ms. Duvall said the Engineering Division would determine access points and intersection mergers based on the finding of the traffic study that would be done for the site plan.

Ms. Duvall advised that this case would proceed to the City Council for three readings with a public hearing for final determination.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Lance Walker seconded. The Motion carried 4/0.

Case No. PL2026-0012 – ZONING TEXT AMENDMENT – Required Parking

The City of Gillette Planning Division has initiated a Text Amendment to clarify how city staff calculates restaurant parking. Specifically, the language being proposed is, "Area devoted to seating or serving the public; any back-office use, internal storage, or kitchen area will be calculated as a General Office Use or a combination of other listed uses within this table."

Furthermore, the language within the Parking Spaces Required for Restaurant Use pertaining to employee parking is being removed – "Plus 1 space per each 2 employees at maximum employment on a single shift".

City Administration received feedback from developers that restaurant parking was too cumbersome and cost-prohibitive for development. City Staff examined the Zoning Ordinance and seeing opportunity to provide clarifying language to developers on how restaurant parking has and is calculated, Staff initiated this text amendment to amend the Restaurant Use language in Table a.A – Required Parking.

Meredith Duvall said the Planning Division received no calls on the case.

Vice-Chair cone asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Lance Walker seconded. The Motion carried 4/0.

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said the next meetings will be May 26, 2026, and June 1, 2026. Ms. Duvall introduced and welcomed Amy Smith, who has joined in the role of City Planner.

ADJOURNMENT The meeting was adjourned at 5:34 pm

Minutes prepared by Jill McCarty, Administrative Coordinator.

DRAFT

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

A Public Hearing to Amend Table a.A – Required Parking, Section 5 – Off-street Parking and Loading of the Zoning Ordinance. (Planning Commission Vote: 4/0)

APPLICANT/OWNER:

City of Gillette

AGENT:

Meredith Duvall, City Planning Manager

CASE BACKGROUND:

The City of Gillette Planning Division has initiated a Text Amendment to clarify how city staff calculates restaurant parking. Specifically, the language being proposed is, “Area devoted to seating or serving the public; any back-office use, internal storage, or kitchen area will be calculated as a General Office Use or a combination of other listed uses within this table.” Furthermore, the language within the Parking Spaces Required for Restaurant Use pertaining to employee parking is being removed – “Plus 1 space per each 2 employees at maximum employment on a single shift”.

City Administration received feedback from developers than restaurant parking was too cumbersome and cost-prohibitive for development. City Staff examined the Zoning Ordinance and explained how Staff reviews Commercial Site Plans and takes into account the interior use of a restaurant, examining the internal floorplan to determine specific area uses, as Staff recognize that not the entire building square footage is devoted to seating. Seeing opportunity to provide clarifying language to developers on how restaurant parking has and is calculated, Staff initiated this text amendment to amend the Restaurant Use language in Table a.A – Required Parking.

CASE REQUIREMENTS:

There are no Planning Requirements.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

CASE MANAGER:

Meredith Duvall, City Planning Manager

ATTACHMENTS:
Public Hearing Notice

PUBLIC HEARING NOTICE

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON May 19th, 2026, BEGINNING AT 6:00 P.M. IN CITY HALL, 201 EAST FIFTH STREET, TO CONSIDER A REQUEST FOR AN ORDINANCE TO AMEND TABLE a.A – REQUIRED PARKING, SECTION 5 - OFF-STREET PARKING AND LOADING, OF THE CITY OF GILLETTE ZONING ORDINANCE.

ANYONE DESIRING FURTHER INFORMATION MAY CONTACT THE DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION, SECOND FLOOR OF CITY HALL, OR CALL 686-5281.

RY MUZZARELLI, P.E.
DEVELOPMENT SERVICES DIRECTOR

DATED: APRIL 28, 2026
PUBLISH: MAY 2, 2026

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

ORDINANCE 1ST READING
Council Consideration of an Ordinance to Amend Table a.A – Required Parking, Section 5 – Off-street Parking and Loading of the Zoning Ordinance. (Planning Commission Vote: 4/0)

SUGGESTED ACTION:

I move to Approve an Ordinance to Amend Table a.A – Required Parking, Section 5 – Off-street Parking and Loading of the Zoning Ordinance.

APPLICANT/OWNER:

City of Gillette

AGENT:

Meredith Duvall, City Planning Manager

CASE BACKGROUND:

The City of Gillette Planning Division has initiated a Text Amendment to clarify how city staff calculates restaurant parking. Specifically, the language being proposed is, “Area devoted to seating or serving the public; any back-office use, internal storage, or kitchen area will be calculated as a General Office Use or a combination of other listed uses within this table.” Furthermore, the language within the Parking Spaces Required for Restaurant Use pertaining to employee parking is being removed – “Plus 1 space per each 2 employees at maximum employment on a single shift”.

City Administration received feedback from developers than restaurant parking was too cumbersome and cost-prohibitive for development. City Staff examined the Zoning Ordinance and explained how Staff reviews Commercial Site Plans and takes into account the interior use of a restaurant, examining the internal floorplan to determine specific area uses, as Staff recognize that not the entire building square footage is devoted to seating. Seeing opportunity to provide clarifying language to developers on how restaurant parking has and is calculated, Staff initiated this text amendment to amend the

Restaurant Use language in Table a.A – Required Parking.

CASE REQUIREMENTS:

There are no Planning Requirements.

STAFF RECOMMENDATION:

There are no Planning Requirements.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

CASE MANAGER:

Meredith Duvall, City Planning Manager

ATTACHMENTS:
Ordinance
Proposed Text Amendment Langauge
Planning Requirements
Finding of Facts
Planning Commission Minutes 5/11/2026

ORDINANCE NO.

AN ORDINANCE TO AMEND TABLE a.A – REQUIRED PARKING, SECTION 5 – OFF-STREET PARKING AND LOADING OF THE ZONING ORDINANCE

WHEREAS, the Governing Body of the City of Gillette desires to amend Table a.A – Required Parking, Section 5 – Off-Street Parking and Loading; of the City of Gillette Zoning Ordinance.

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

SECTION ONE. Table a.A – Required Parking, Section 5 – Off-Street Parking and Loading, is added:

Uses	Parking Spaces Required
Restaurants - Area devoted to seating or serving the public; any back-office use, internal storage, or kitchen area will be calculated as a General Office Use or a combination of other listed uses within this table	<2,000 square feet: 5 spaces per 1,000 square feet 2,001-5,000 square feet: 10 spaces per 1,000 square feet >5,000 square feet: 20 spaces per 1,000 square feet

PASSED, APPROVED, AND ADOPTED this 16th day of June 2026.

_____

Shay Lundvall, Mayor

(SEAL)
ATTEST:

_____

Alicia Allen, City Clerk
Publication Date:

Proposed Text Amendment
Section 5, Off-Street Parking and Loading
Table a.A – Required Parking

Proposed:

Uses	Parking Spaces Required
Restaurants - Area devoted to seating or serving the public; any back-office use, internal storage, or kitchen area will be calculated as a General Office Use or a combination of other listed uses within this table	< 2,000 square feet: 5 spaces per 1,000 square feet 2,001 - 5,000 square feet: 10 spaces per 1,000 square feet > 5,000 square feet: 20 spaces per 1,000 square feet

Existing:

Uses	Parking Spaces Required
Restaurants	< 2,000 square feet: 5 spaces per 1,000 square feet 2,001 - 5,000 square feet: 10 spaces per 1,000 square feet > 5,000 square feet: 20 spaces per 1,000 square feet Plus 1 space per each 2 employees at maximum employment on a single shift

Planning Requirements

PL2026-0012
Text Amendment

There are no Planning Requirements for this case.

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE	)	**PL2026-0012**
	)	**TABLE A.A-REQUIRED PARKING, SECTION 5, DISTRICT REGULATIONS CITY OF GILLETTE ZONING ORDINANCE**
PETITIONER	)	**CITY OF GILLETTE**

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission ("Commission") on May 11, 2026 for hearing on the Zoning Text Amendment filed by Petitioner, City of Gillette. Petitioner seeks to amend Table a.A – Required Parking, in Section 5 – Off-Street Parking and Loading to add clarifying language specifically to the Restaurant Use and remove employee parking requirements. Vice-Chairman Richard Cone, Vice-Chairman of the Commission presided. Commissioners Brian Rozier, Lance Walker, and Ian Scott were also present.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings. Meredith Duvall, acting as Petitioner, was present from the City of Gillette. The Commission, having heard the statements and evidence presented by the Petitioner/Case Manager, and having considered the matter, reviewed the case herein, and being otherwise fully advised in the premises, makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. These matters are a request by the Petitioner to change the Zoning Ordinance.

2. Petitioner is requesting to add clarifying language on how city staff calculates restaurant parking in Table a.A, Required Parking of Section 5 – Off-Street Parking and Loading, and remove employee parking requirements, in the City of Gillette Zoning Ordinance.

3. Case Manager established the current intent of the Code requiring all proposed amendments to the Zoning Ordinance through Text Amendment Procedures as required by Section 12.a., of the Code is to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety and general welfare.

4. Petitioner established that the Zoning Text Amendment will amend Table a.A – Required Parking in Section 5 – Off-Street Parking and Loading.

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 changes will not adversely affect the commercial intent with the clarifying language on how parking calculations are done for Restaurant Uses nor the removal of required employee parking calculation.

7. The Case Manager stated that were no inquiries after publication of the case in the local newspaper.

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.

Board must hear taxpayer complaints and hold hearings after proper notice.

2. Under Section 12.a Statement of Policy, It is the intent of the City of Gillette that the zoning ordinance, which includes both the ordinance and the district zoning map have been established for the purpose of promoting sound and desirable development and for maintaining stable land use patterns. "…the ordinance and map shall not be amended, except to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety and general welfare."

3. Under Section 12.a Statement of Policy, the City Council, the Development Services Division, or any person, firm, or corporation may initiate amendments.

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

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

6. When proposing a zoning text amendment, the burden is on the Petitioner to establish by credible evidence an obvious error in the ordinance or changing conditions within the city boundaries as required in Section 12.a of the Code.

7. In the absence of evidence rebutting the presumption in favor of the Petitioner, reviewing bodies presume that the Case Manager charged with establishing consistency with administering the Code, exercised honest judgement in accordance with the applicable rules, regulations, and other directives that have passed public scrutiny under W.S. 15-1-602 and Section 12.a of the Code.

8. The Board was presented with the Petitioner's Text Amendment and Staff's Recommended Text Amendment.

9. The Board was unanimous in their vote to approve the Staff's Recommended Zoning Text Amendment to amend Table a.A, Required Parking of Section 5 – Off-Street Parking and Loading, and remove employee parking requirements based on oversight in the regulations to provide clarifying language for the general welfare of residents and the interpretation of the code. 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 May, 2026.

CITY OF GILLETTE PLANNING COMMISSION

_____
Richard Cone, Vice-Chair

ATTEST: _____
Meredith Duvall, City Planning Manager

PRESENT

Commission Members Present: Vice-Chair Richard Cone, Lance Walker, Ian Scott, and Brian Rozier.

Commission Members Absent: Chair Shaun Hottell, Matthew Nelson and Jack Colson.

Staff Present: Meredith Duvall, City Planning Manager, Amy Smith, City Planner; and Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Vice-Chair Cone called the meeting to order at 5:15 p.m.

APPROVAL OF THE MINUTES

A motion was made by Lance Walker to approve the meeting minutes of February 24, 2026. Brian Rozier seconded the motion. Motion carried 4/0.

Case No. PL2026-0011 – ZONING MAP AMENDMENT – 1011 E 8th St

The applicants seek to amend the Zoning Map to rezone an unplatted parcel of land at 1011 E 8th St from C-O, Office and Institutional District, to C-1, General Commercial District.

The property is 44.91 acres and is currently undeveloped. No plans for the development of the property have been submitted to the City Planning Division at this time.

Staff recognizes that the proposed rezone serves to “recognize changing conditions” for the “general welfare”. The C-O District provides a for a limited number of uses providing a mixture of public, quasi-public, and private institutional and professional services. The areas commonly zoned as C-O include areas associated with medical, school, and civic uses. These uses are still permitted in a C-1 District, but additional uses including, but not limited to, grocery stores, greenhouses, gas stations, entertainment, commercial recreation, storage facilities, and community centers are allowed.

A rezone of the area to C-1, General Commercial District would allow greater flexibility for the development of the large, 44-acre parcel, providing the nearby residential areas with greater access to the services allowed within the district, promoting the general welfare of those residents. The 2025 Comprehensive Plan Future Land Use Map identifies the area as Traditional Neighborhood. Per the Comprehensive Plan “These areas create places where residents can live, shop, work, and gather”. The proposed rezone would be consistent with the Future Land Use Map as the C-1 District provides places for local residents to work, shop, and, in some cases, gather.

Meredith Duvall said the Planning Division received four calls on the case, with three being general inquiries only with no objections. One of the calls was a citizen concerned about a land deal they potentially had with the property owner, and Ms. Duvall explained to them what would need to take place if they decided to purchase and then subdivide the property.

Vice-Chair Cone asked if there were any comments or questions by the public or the Commission.

Nick Deegan, an adjacent property owner, was present and said he and his wife wanted to object to the rezoning with concerns of traffic volume noting that Gurley Avenue is already heavily congested, Mr. Deegan expressed concern that further development would make the traffic worse and be more hazardous for the homeowners along Gurley Avenue. Mr. Deegan also highlighted the potential adverse effects of increased development to the area on local wildlife, specifically geese and deer populations.

Vice-Chair Cone inquired whether future developments would require a traffic study. Meredith Duvall said any future development requires a stie plan review by all city departments. The Engineering Division would mandate both a traffic study and drainage report to determine necessary traffic control devices and infrastructure with that site plan.

Karen Wendel, property owner of the surrounding area, was present, and said she is also concerned about the potential increased traffic on Gurley Avenue.

Vice-Chair Cone asked if any plans had been given to the city for future development, and Ms. Duvall said there had not been any. Mr. Cone asked if the city would investigate re-routing traffic on another street during a Commercial Site Plan and Ms. Duvall said the Engineering Division would determine access points and intersection mergers based on the finding of the traffic study that would be done for the site plan.

Ms. Duvall advised that this case would proceed to the City Council for three readings with a public hearing for final determination.

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OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said the next meetings will be May 26, 2026, and June 1, 2026. Ms. Duvall introduced and welcomed Amy Smith, who has joined in the role of City Planner.

ADJOURNMENT The meeting was adjourned at 5:34 pm

Minutes prepared by Jill McCarty, Administrative Coordinator.

DRAFT

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 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.

P.O. BOX 3003 • GILLETTE, WY 82717-3003

CITY OF GILLETTE
CITY COUNCIL

DATE: **May 19, 2026**

TITLE:

Executive Session for the Purpose of Real Estate Pursuant to W.S. 16-4-405(a)(vii) and Legal Advice Pursuant to W.S. 16-4-405(a)(ix).

SUGGESTED ACTION:

I move to enter into Executive Session for the Purpose of Real Estate Pursuant to W.S. 16-4-405(a)(vii) and Legal Advice Pursuant to W.S. 16-4-405(a)(ix).

STAFF REFERENCE:

Sean Brown, City Attorney