



**CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.
Tuesday, March 24, 2026
6:00 PM**

SPECIAL MEETING

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Invocation and Pledge of Allegiance led by Pastor Caleb Nelson of Harvest Presbyterian 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. Pre-Meeting Minutes - March 3, 2026
Regular Meeting Minutes - March 3, 2026

2. **ORDINANCE 3RD READING**

Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Nob Golf Course, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District, per the attached Exhibit. (Planning Commission Vote: 6/0/1 Abstention)

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

3. **ORDINANCE 2ND READING**

Council Consideration of an Ordinance Approving and Authorizing the Partial Vacation of a 10-Foot-Wide General Utility Easement, as Recorded in Book 9 Of Plats, Page 169-170, by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 5/0)

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

4. Bills and Claims

Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. Mayor Lundvall - \$631,451.39

S & S Builders - \$4,598.00 - Surface Grinding on Warlow Dr

S & S Builders - \$520,220.85 - Pump Station #1 Upgrades

First National Bank - \$27,380.04 - Pump Station #1 Upgrades Retainage

S & S Builders - \$75,289.88 - ECSC Bleacher Shelters

First National Bank - \$3,962.62 - ECSC Bleacher Shelters Retainage

Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

H. UNFINISHED BUSINESS

I. NEW BUSINESS

- 1. Council Consideration of a Special Event Permit, including a Street Closure on 3rd Street Plaza on June 20, 2026, from 7:00 am to 3:00 pm, for their Annual Car Show requested by Ida Snead State Farm.**

Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

- 2. Council Consideration of a Special Event Permit on May 22, 2026 from 12:00 p.m. to 6:00 p.m. for a Summer Reading Kick-Off Party, Requested by the Campbell County Public Library.**

Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

- 3. Council Consideration for the Acceptance of Development Improvements for 3291 Butler-Spaeth Road, Installed by Hot Iron, Inc., on Behalf of the Developer, Power River Construction, Inc.**

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

- 4. Council Consideration of a Professional Services Agreement for Engineering Services Associated with the 2026 Pavement Management (PAVER) Update, with TR Consulting, LLC, in the Amount of \$70,500.00 (1% Project).**

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

- 5. Council Consideration of a Professional Services Agreement Associated with the Pine Ridge and Madison Water Tank Rehabilitation Project with Morrison Maierle, Inc., in the Amount of \$123,000.00.**

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

- 6. Council Consideration of a Bid Award for the Remington Drainage Improvements Project to Glenn Construction LLC, in the Amount of \$298,114.19 (1% Project).**

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

- 7. Council Consideration of a Bid Award to C&B Operations, Sheridan, Wyoming in the amount of \$46,896.00 (each) for Two (2) New 4x4 Enclosed Cab Utility Vehicle.**

Staff Reference: Sawley Wilde, Public Works Director

- 8. Council Consideration of a Bid Award to Rotochopper, Inc., Martin, Minnesota in the Amount of \$999,473.00 for One(1) New Tracked High Speed Horizontal Grinder.**

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

- 9. Council Consideration of a Bid Award for the Hidden Valley Sanitary Sewer Improvements Project to Halme, Inc., in the Amount of \$1,154,643.35 (1% Project).**

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

- 10. Council Consideration of a Lease Agreement Between the Campbell County Junior Football Association and the City of Gillette, Wyoming, for the Energy Capital Sports Complex.**

Staff Reference: MAP - Ry Muzzarelli, P.E., Development Services Director and Sean Brown, City Attorney

11. ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Chapter 5, Sections 5-III-1(D)(6), 6, 7, 18, 23, 27, 32, 36, 41 and 5-IV-1, 2, and 3 of the Gillette City Code in Order to Relocate Certain Fees into Resolution.

Staff Reference: Sean Brown, City Attorney

12. ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Chapter 7, Section 7-25 of the Gillette City Code in Order to Relocate Certain Fees Into Resolution.

Staff Reference: Sean Brown, City Attorney

13. ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Section 7 of the Condominium Platting Regulations of the City of Gillette, Wyoming in Order to Relocate Fees into Resolution.

Staff Reference: Sean Brown, City Attorney

14. ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Chapter 18, Sections 18-6 and 18-8 of the Gillette City Code In Order to Relocate Certain Fees into Resolution.

Staff Reference: Sean Brown, City Attorney

15. ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Article I Section 12 and Article V Section 7 of the Subdivision Regulations of the City of Gillette in Order to Relocate Fees Into Resolution.

Staff Reference: Sean Brown, City Attorney

16. ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend the City of Gillette Zoning Code, Sections 1.D.8, 8.B.2.I, and 9.c.1 in Order to Relocate Fees Into Resolution.

Staff Reference: Sean Brown, City Attorney

17. APPOINTMENTS

Appointment to Citizen Advisory Board

~ Investment Advisory Committee - One (1) Partial Term Expiring on June 30, 2026

Staff Reference: Michael H. Cole, City Administrator

J. PUBLIC HEARINGS AND CONSIDERATIONS

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

Staff Reference: Michelle Henderson, Finance Director

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

Staff Reference: Michelle Henderson, Finance Director

K. PUBLIC COMMENT

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

1. Council Meeting Safety & Public Meeting Rules.

Staff Reference: Michael H. Cole, City Administrator

L. ADMINISTRATOR'S REPORT

M. EXECUTIVE SESSION

N. ADJOURNMENT



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 24, 2026**

TITLE:

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 24, 2026**

TITLE:

Pre-Meeting Minutes - March 3, 2026
Regular Meeting Minutes - March 3, 2026

ATTACHMENTS:

[260303 Pre-Meeting](#)
[260303 Regular Meeting](#)

A Pre-Meeting of the City Council was held on Tuesday the 3rd day of March 2026 in the 3rd Floor Conference Room of City Hall.

Present were Council Members Smith, Gross, Carsrud, Clary, West, and Mayor Lundvall; City Administrator Cole and City Attorney Brown; Interim Chief of Police Wasson, Directors Henderson, Muzzarelli, Pilon, Toscana, Wasson, and Wilde; IT Manager Porter; and City Clerk Allen.

Dinner was served at 5:00 pm.

The Mayor called the meeting to order at 5:15 pm.

Review Formal Meeting Agenda for March 3, 3036

City Administrator Cole reviewed the regular meeting agenda items with the Mayor and Council. Discussions centered on the following items.

WYDOT STIP Presentation / Gurley Bridge Funding Discussion

Administrator Cole discussed the Gurley Bridge replacement project being added to the WYDOT STIP (State Transportation Improvement Program), which will allow the City of Gillette to apply for additional federal grants.

Emergency Dispatch Services Contract & IT Services Agreement

Administrator Cole and IT Manager Porter provided an overview of the terms of service for the Emergency Dispatch Services Contract and the Information Technology Services Agreement between the Campbell County Fire Department and the City of Gillette. Mr. Cole explained that the costs are based on the number of calls received by dispatch and allocated proportionally among the Police Department and Fire Department. It was clarified that the Campbell County Fire Department will reimburse the city for the initial IT costs and be billed for 100% of the equipment and maintenance.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 5:45 p.m.

(S E A L)

ATTEST:

Alicia Allen, City Clerk
Publish: March 10, 2026

Shay Lundvall, Mayor

A Regular Meeting of the City Council was held on Tuesday the 3rd day of March 2026, in the City Hall Council Chambers.

Present were Councilmembers Smith, Gross, Carsrud, Clary, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Interim Chief of Police Wasson, Directors Henderson, Muzzarelli, Pilon, Toscana, Wasson, and Wilde; IT Manager Porter; Journey Line worker Limbo; and City Clerk Allen.

Invocation and Pledge of Allegiance

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

Approval of General Agenda

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

Approval of Consent Agenda

Minutes

Executive Session Meeting Minutes – February 16, 2026

Regular Meeting Minutes – February 17, 2026

Ordinance 2nd Reading

ORDINANCE NO. 26-12

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOTS 1-9 OF BLOCK 3, COPPER RIDGE ESTATES PHASE I, AND LOTS 25 & 28 OF BLOCK 1, COPPER RIDGE ESTATES PHASE I, AND A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 19, AND A PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 30, AND A PORTION OF THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 50, RANGE 72, ALSO KNOWN AS THE BELL KNOB GOLF COURSE, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, AND R-R, RURAL RESIDENTIAL DISTRICT, TO R-1, SINGLE FAMILY RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT. (PLANNING COMMISSION VOTE: 6/0/1 ABSTENTION)

Bills and Claims

Absolute Auto, LLC, 565.23; Action Lock & Key LLC, 16.00; Air Tech Inc, 1,298.00; Also, 1,559.51; Amaya, Jessie, 78.35; American Playground Company, 2,125.00; American Welding & Gas Inc, 173.83; Anixter Power Solutions, 26,768.15; Antelope Valley Improvement & Service District, 7.50; Arete Design Group, 920.15; Atlas Office Products, 662.10; B & H Photo Video Pro-Audio, 3,105.94; Balco Uniform Co., Inc, 2,032.00; Baumann, Bertha, 185.74; Best Best & Krieger LLP, 38.00; Big D Oil Company, 100.00; Big Horn Tire Inc, 3,251.66; Bighorn Hydraulics Inc, 527.80; Bighorn Peak Properties, LLC, 220.60; Bing, Ovella P, 47.63; Black Hills Energy, 25,781.51; Black Hills Power & Light, 29,891.93; Black Hills Power & Light, 430,632.00; Black Hills Power & Light, 770,681.84; Black Hills Wyoming LLC, 142,858.19; Black Hills Wyoming LLC, 633,659.29; Blue Cross Blue Shield Of Wyoming, 27,902.07; Blue Cross Blue Shield Of Wyoming, 35,399.81; BNSF Railway Co, 743.16; Border States Electric, 4,048.52; Brenda Dedman, 442.86; Britney Gehrts, 340.16; Campbell County Hospital District, 3,530.00; Campbell County Landfill, 73,004.25; Car-Knack Inc, 1,742.95; CBH Co-Op, 28.78; Central Truck & Diesel Inc, 2,814.38; CenturyLink, 164.16; CenturyLink, 2,852.60; Colin Cox, 401.41; Collection Professionals Gillette, 647.10; Collins Communications Inc, 3,080.00; Core & Main, 44,194.53; Craig Furman, 150.00; Crestview Improvement & Service District, 7.50; Croell Inc, 719.00; Crum Electric Supply Company, 110,671.92; Davis & Cannon LLP, 2,075.00; Dell Computer Corp, 3,390.98; Delta Dental Of Wyoming, 21,340.00; Department Of Energy, 71,346.46; Diamond Y Bar Management, 422.60; Donald Adams, 259.12; Dooley Oil, Inc, 5,319.00; DRM Inc, 0.07; Edi Mendoza, 68,565.00; Elm Court Hc6 LLC, 131.78; Energy Laboratories Inc, 169.00; Everts, Desiree & Steve, 157.52; Extreme Precision Industrial Contractors, LLC, 1,239.58; Falcon Construction, LLC, 39,872.40; FedEx, 77.16; Flagshooter LLC, 334.20; Frandson Safety Inc, 885.00; Gades Sales Company Inc, 4,860.00; Gallagher Benefit Services, Inc, 146.25; Galls, An Aramark Company, 106.67; Gillette Contractors Supply Inc, 16,244.62; Gillette Steel Center, 285.29; GovConnection, 517.30; Greiner Motor Company, 2,375.34; Gudgel, Lorinda, 34.60; HDR Engineering Inc, 10,767.96; HealthEquity, Inc., 17.88; HealthEquity, Inc., 3,442.35; HealthEquity, Inc., 3,398.01; HealthEquity, Inc., 966.84; Heidi Gross, 31.81; Homax Oil, 3,674.03; Home Fire Foods, 348.75; Howard Jones, 405.10; Hughes Fire Equipment, Inc., 4,961.76; Hughes, Samantha, 4.18; Intermountain Motor Sales Inc, 5,592.07; Interstate Power Systems Inc, 267.50; Jaceson And Tobie Shinkle, 403.85;

Jack's Truck Center Inc, 1,583.94; Jenner Equipment Co, 3,020.25; JLC Sign Systems Inc, 456.00; Josh Kline, 346.24; JustFOIA Inc, 12,999.64; JWC Environmental Inc, 6,724.56; Karen's Delivery Service, 121.00; Katie J Golinvaux, 800.00; Katrina & Allen Larsen, 90.22; Keys, Chris & Stacey, 59.01; Larry Frandsen, 446.16; Lawson Products, Inc., 124.51; Linda Stewart, 500.87; Luck, Myu Hnin, 153.94; Mandros Painting Inc, 68,154.00; Mark Severson, 311.32; McElwain, Trenton, 214.23; MCM General Contractors, 25,218.75; McMaster, Inara, 44.26; Metzger, Mekilah, 0.23; Michael Cole, 72.60; Michael Cole, 178.60; Michael Stulken, 1,000.00; Michelle L. Dennis, 2,600.00; Midwest Connect LLC, 7,500.00; Midwest Connect LLC, 7,500.00; Mountainland Supply Co., LLC, 4,443.84; Murrieta Smith, Linda, 82.47; New Vision Auto Body & Accessories, 174.99; Norco Inc, 2,253.51; Northern Truck Equipment Corp., 397.00; One Call Of Wyoming Corp, 569.95; Optum Health Financial Services, 371.80; Park Plaza MHC LLC, 0.05; Park Plaza MHC LLC, 71.69; Partsones Wyosd LLC, 2,108.24; Pasam, Harsha Vardhan Reddy, 116.56; Pete Lien & Sons Inc, 1,086.00; Phillips, Scarlett, 7.76; Powder River Energy Corporation, 4,232.72; Powder River Energy Corporation, 16,401.02; Powder River Energy Corporation, 35,206.38; Powder River Heating & Conditioning Corporation, 1,421.36; Prime Rib Restaurant, 1,859.40; Pro Windmill Inc, 290.00; Rapid Fire Protection Inc, 880.00; Razor City Locksmith LLC, 2,565.00; Red Tiger Well Service, 1,050.00; Rhyan, Timothy, 148.81; Rms Instrument & Electrical, LLC, 17,584.66; Roger Mortimer, 822.08; Russell And Diane Steiner, 8.32; Saltus Technologies, LLC, 3,512.50; Schroeder, Colton, 41.58; Sherry & Butch Reynolds, 1,443.82; Sherwin Williams, 60.51; Simon Contractors, 28,215.03; Simon Contractors, 3,658.14; Sir Speedy, 30.38; Smarsh Inc., 73.90; Source Office Products, 71.60; Sterling Infosystems, Inc, 500.00; Stuart C. Irby Co, 6,004.09; Terry Sjolin, 375.00; That Embroidery Place, 213.00; Thomas Tolzien, 4,992.03; Thomson West, 774.76; Thunder Basin Ford LLC, 3,212.14; TMMI, LLC, 7,991.75; Todd Butzine, 764.15; Traffic & Parking Control Company, 1,678.50; Traffic Parts Inc, 5,047.95; Transource Truck & Equipment, 884.25; Tyler Technologies Inc, 2,925.00; UMB Bank, 94,667.36; United Central Industrial Supply Co, 5.27; Verizon Wireless, 1,883.59; Versaterm Public Safety Us, Inc., 35,280.00; Wesco Receivables Corp, 1,107.20; Western Stationers, 345.12; Western Waste Solutions Inc, 6,137.00; Westview MHC LLC, 14.85; Westview MHC LLC, 4.89; Whitaker, Joshua, 34.95; White's Frontier Motors, 915.06; Whitten, James, 73.64; Wiczorek, Cheyenne, 75.05; WWC Engineering, 87.50; WWQ & PCA Assoc, 780.00; Wyodak Resources Development Corp, 27,691.28; Wyoming Center For Clinical Excellence, 1,400.00; Wyoming Cooperative Liquid Assets Securities, 23,474.00; Wyoming Cooperative Liquid Assets Securities, 0.07; Wyoming Dept Of Transportation, 12.00; Wyoming Government Investment Fund, 18.39; Wyoming Water Solutions, 28.00; Zoho Corporation, 43,809.00

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

Approval of Conflict Claims

Councilmember West made a motion to approve Conflict Claims for councilmember Gross in the amount of \$31.81; seconded by councilmember Clary. Council members Smith, McLeland, Carsrud, Clary, West, and Mayor Lundvall voted aye. Councilwoman Gross abstained. The motion carried.

Comments

Council

Councilmember Gross stated that she attended the WAM Conference along with Council Members Carsrud, Smith, and Mayor Lundvall. Gross added that Wyoming municipalities were able to discuss concerns with their legislators. Gross also attended the Leap into Leadership Conference for Women.

Councilmember Smith added that he enjoyed attending WAM, Don't Break the Chain of Command - Defining Roles and Responsibilities, and Outdoor Recreation and Tourism Grant Program.

Councilmember Carsrud shared appreciation for the chance to attend WAM.

Councilmember West praised Public Works for their snowplow efforts during the last snowstorm. West explained that there is a link on the City's website to track the snowplows.

Liaison

Councilmember Smith attended the Boys and Girls Club meeting, commemorating the Cooking Club for the youth. Councilmember Smith added that the committee will be hosting an Appreciation Dinner on March 21, 2026, for their donors.

Councilmember West presented a brief update for the Travel and Tourism Board. West focused on the efforts the committee continues to put into the community even though their budget is significantly less due to the failed vote for Lodging Tax.

Councilmember Gross asked the public to keep in mind that events in the community bring in funds. Gross also added a brief update regarding Council of Community Services Empty Bowl Fundraiser on March 28, 2026.

Proclamations / Presentations

Girl Scout Troop 1080 and Krista Heiken, Troop Leader, presented history and facts about Girls Scouts across America as well as the local troop. Mayor Lundvall proclaimed March 8-14, 2026, as National Girl Scout Week. Councilmember Gross shared a brief story about her experience as a Girl Scout.

Robby Gallob, Emergency Management for Wright, Campbell County, and Red Cross, introduced himself and while also highlighting that Red Cross provides free trainings such as Be Red Cross Ready, Active Threat Training, Prepare with Pedro, and Home Fire Safety. Mayor Lundvall then proclaimed March 2026 as Red Cross Month.

Brian Limbo, Journey Line worker, Utilities Department, was recognized for 20 years of service to the City of Gillette.

Scott Taylor, WYDOT District Engineer, presented STIP (State Transportation Improvement Program) projects across the State of Wyoming highlighting the budget program, project prioritization, and grant opportunities. Councilmember Smith questioned a speed zone change for one direction of traffic on Highway 50. Michelle Edwards, District Traffic Engineer for WYDOT, explained that the change is due to the temporary traffic light placement to encourage the public to drive with caution. Mayor Lundvall gave kudos for their work on Highway 59 in 2025.

Director Toscana presented a “Things to Know” video for March 2026.

New Business

Minute Action

Councilmember Gross made a motion to approve a Bid Award for the 2026 Asphalt Pothole Repair Project to S&S Builders, LLC, in the Amount of \$247,947.00 (1% Project); seconded by councilmember West. Councilmembers Smith, Gross, Clary, West, and Carsrud voted aye. Mayor Lundvall abstained. The motion carried.

Councilmember West made a motion to approve a Bid Award for the 2026 Chip Seal Project to Hardrives Construction, Inc, in the Amount of \$314,133.84 (1% Project); seconded by councilmember Carsrud. Councilmember Smith questioned if Hardrives Construction had done work for the city previously because, if not, he wanted to congratulate them on the bid award. Administrator Cole responded that they had. All voted aye. The motion carried.

Councilmember Gross made a motion to approve an Amendment to a Professional Services Agreement for Construction Management Services Associated with the Echeta Road Reconstruction Project, with PCA Engineering, Inc, in the Amount of \$285,500.00 (1% Project); seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember West made a motion to approve a Waiver Pursuant to W.S. 16-6-1001 Regarding the 30-Inch Madison Transmission Line Repair CMAR Agreement with Garney Construction; seconded by councilmember Carsrud. All voted aye. The motion carried.

Councilmember Gross made a motion to approve an Amendment to Work Authorization 2 for Construction Services and Adjustment to the Guaranteed Maximum Price for the 30-inch Madison Transmission Repairs Project, to Garney Construction, in the Amount of \$7,187,863.83; seconded by councilmember West. Administrator Cole explained further details pertaining to the pipeline repair needs and Garney Construction’s recommendations for the project, adding that the amount is less than what was originally estimated, therefore the guaranteed maximum price is being reduced accordingly. All voted aye. The motion carried.

Councilmember Clary made a motion to approve an Emergency Dispatch Services Contract Between the Campbell County Fire Department and the City of Gillette; seconded by councilmember Gross. Council Members Smith, Gross, Clary, West, and Mayor Lundvall voted aye. Councilmember Carsrud abstained. The motion carried.

Councilmember West made a motion to approve an Information Technology Services Agreement Between the Campbell County Fire Department and the City of Gillette; seconded by councilmember Gross. Council Members Smith, Gross, Clary, West, and Mayor Lundvall voted aye. Councilmember Carsrud abstained. The motion carried.

Councilmember Clary made a motion to approve the First Amendment to the 2025 Memorandum of Understanding Between Campbell County, Wyoming and the City of Gillette, Wyoming Regarding the City Pool; seconded by councilmember Carsrud. Attorney Brown explained the need to amend the foregoing item due to a change in the MOU which reduces the department's obligations for operating the mechanical plant. Therefore, Councilmember West made a motion to amend item I.8. by adding a sentence to section four that reduces the department's obligation to operate the mechanical plant; seconded by councilmember Gross. All voted aye. Councilmembers then voted on the newly amended version where all voted aye. The motion carried.

RESOLUTION NO. 2935

A RESOLUTION APPROVING AND AUTHORIZING THE RESUBDIVISION OF LOT 1D, VISTA GRANDE SUBDIVISION AND LANDS LOCATED IN THE N1/2 NW1/4 OF SECTION 35, TOWNSHIP 50N, RANGE 72W TO BE KNOWN AS LOTS 1, 2, & 3, VISTA GRANDE II; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS (PLANNING COMMISSION VOTE: 5/0)

Councilmember Carsrud made a motion to approve the foregoing Resolution; seconded by councilmember Clary. Administrator Cole stated that this resubdivision has potential to pave the way for future growth. All voted aye. The motion carried.

Ordinance 1st Reading

ORDINANCE NO. 26-13

AN ORDINANCE APPROVING AND AUTHORIZING THE PARTIAL VACATION OF A 10-FOOT-WIDE GENERAL UTILITY EASEMENT, AS RECORDED IN BOOK 9 OF PLATS, PAGE 169-170, BY THE CAMPBELL COUNTY CLERK; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 5/0)

Councilmember West made a motion to approve the foregoing Ordinance on first reading, seconded by councilmember Clary. Administrator Cole explained the consideration. All voted aye. The motion carried.

Public Comment

Pat Collins expressed concerns about sewer bills being higher than the water bills.

Laura Cox stated the City Council Members should not be promoting optional tax vote items to the public.

Rolf Arands stated his concerns about future increases in customer utility bills.

Harwell Holmes questioned if the city could educate drivers to be cautious of loose debris on their trailers and asked for Ward numbers to be displayed next to council members' names when they vote.

Administrator's Report

Administrator Cole stated that the regular meeting on March 17th has been cancelled, and a special meeting will be held on March 24, 2026. Administrator Cole then briefly addressed some of the concerns regarding utility bills shared during Public Comment. He concluded that a survey was conducted to compare Gillette utility rates with the largest communities in Wyoming, including Billings and Rapid City, and that survey will be available to the public at the end of the week.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 7:17 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next regularly scheduled meeting has been cancelled. There will be a Special Meeting held on Tuesday, March 24, 2026, in the City Hall Council Chambers.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk
Publication Date: March 10, 2026



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

ORDINANCE 3RD READING

Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Nob Golf Course, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District, per the attached Exhibit. (Planning Commission Vote: 6/0/1 Abstention)

SUGGESTED ACTION:

I move to Approve an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Nob Golf Course, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District, per the attached Exhibit.

APPLICANT/OWNER:

Tiffany Wood, Owner; Thomas Osborne, Owner; Weston McGregor, Owner; Doug Scarff, Owner; Michah Christensen, Owner; Wyatt Adams, Owner; Sairav Shah, Owner; Greg Rittler, Owner; Joe Fischer, Owner; Sherie Davis, Owner; Campbell County Commissioners, Owner

AGENT:

Mathew Nelson

CASE BACKGROUND:

CITY COUNCIL 1ST READING VOTE: 7/0
CITY COUNCIL 2ND READING VOTE: 6/0

The applicants seek to amend the Zoning Map to rezone 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, & 4405 Chancery Ln, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Nob Golf Course, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District. The petition was also signed by the owner for 105 Huntington Dr although 105 Huntington Dr was not eligible to be rezoned with this petition. The lot is not contiguous to the other lots in the proposed rezone and would not meet the minimum district size requirement. Additionally 105 Huntington Dr is zoned R-2, Two Family Residential District.

The surrounding Zoning Districts are:

North – R-S, Suburban Residential District & R-1, Single Family Residential & R-2, Two Family Residential

East – R-S, Suburban Residential District & R-1, Single Family Residential

South – R-1, Single Family Residential

West – R-S, Suburban Residential District & R-1, Single Family Residential

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 “correct an obvious error or oversight in the regulations” for both the included residential lots and the golf course parcel. The residential lots in the proposed rezone are zoned R-S, Suburban Residential District. Lots in a R-S District are required to be at least 22,000 square feet, or ½ acre, in size and 125 feet in width. Of the 11 residential lots in the proposed rezone, only 2 meet these code requirements. This trend is also seen throughout the rest of the lots zoned R-S in the Copper Ridge Estates Phase 1 subdivision. This rezone would serve to begin to fix the obvious error in zoning district in the subdivision. Lots in a R-1, Single Family Residential District are required to be at least 6,000 square feet, 0.137 acres, in size and 50 feet in width. All 11 lots would meet the minimum requirements of an R-1 District.

Bell Nob Golf Course is a large tract of unplatted land, described in a record of survey filed with the County Clerk’s Office as one parcel. All but 14.93 acres of the 456.7-acre parcel are zoned R-1, Single Family Residential District. The remaining 14.93 acres are zoned R-R, Rural Residential District. Per the City Subdivision Regulations, parcels are required to lie within a single zoning district. Additionally, a “Golf Course” is an allowed use in an R-1 District, but is not an allowed use in an R-R District. Furthermore, when staff researched how the parcel came to lie within two zoning districts, staff was unable to find documentation as to how the 14.93 acres were zoned as R-R District, leading staff to believe that the zoning map may be in error. Per the City Zoning Ordinance, the Zoning Map is a regulatory document and requires Planning Commission review and City Council approval for all changes, including correcting errors. For these reasons, the approval of the proposed rezone would serve to correct an obvious error in the zoning map.

The 2025 Comprehensive Plan Future Land Use Map identifies the residential lots as Complete Suburban Living and the Bell Nob Golf Course parcel as Civic Use. The proposed rezone would be consistent with the Future Land Use Map.

This case was approved by the Planning Commission during their February 10, 2026, meeting with a

vote of 6/0/1 Abstention.

CASE REQUIREMENTS:

There are no case requirements.

STAFF REFERENCE:

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

CASE MANAGER:

Shannon Stefanick, City Planner

ATTACHMENTS:

[Vicinity Map](#)

[Zoning Map](#)

[County Signature to Rezone](#)

[Rezone Signatures](#)

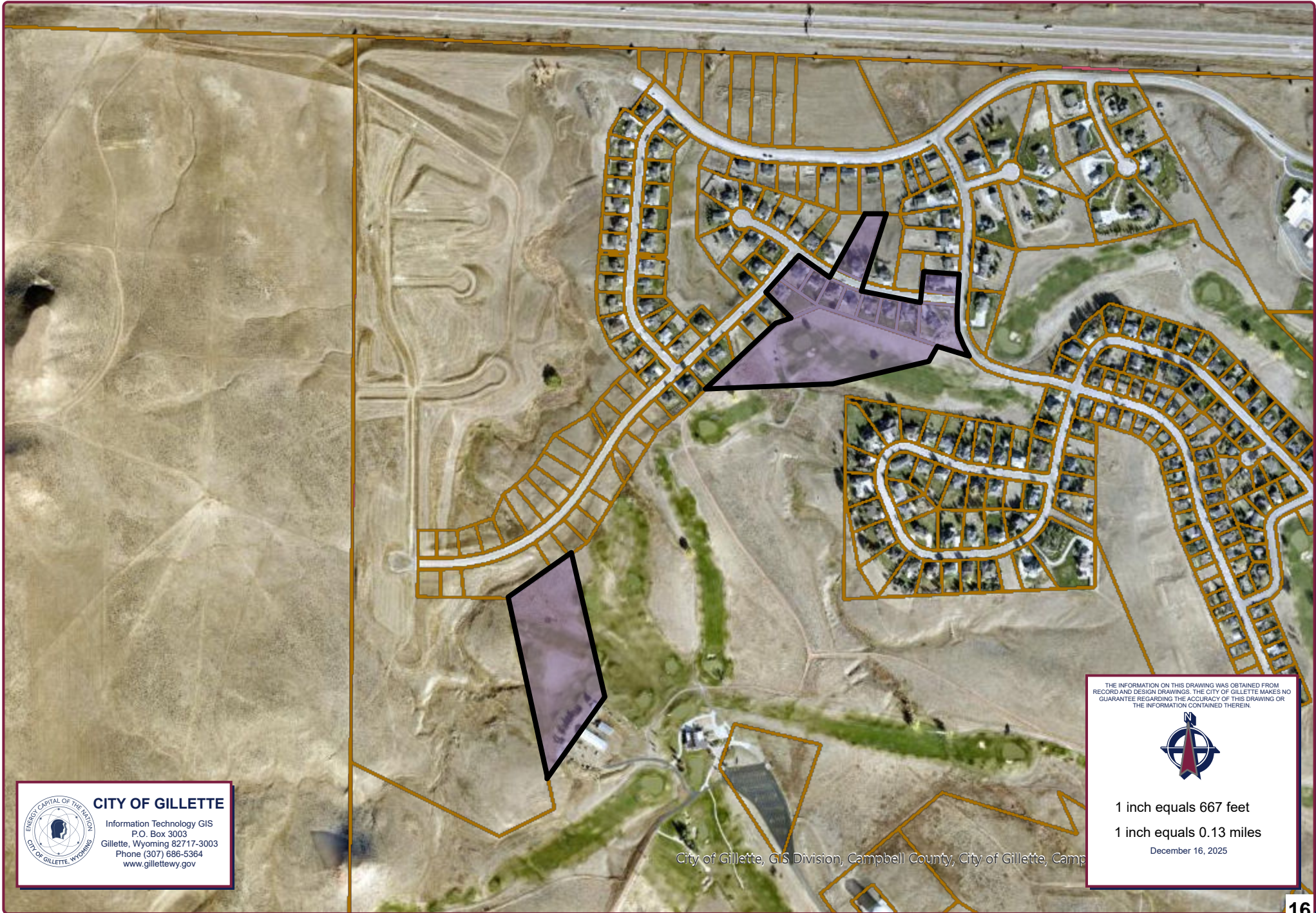
[Ordinance](#)

[Planning Requirements](#)

[February 10, 2026 Planning Commission Minutes](#)

[Finding of Facts](#)

Vicinity Map - Rezone to R-1 Highlighted



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.



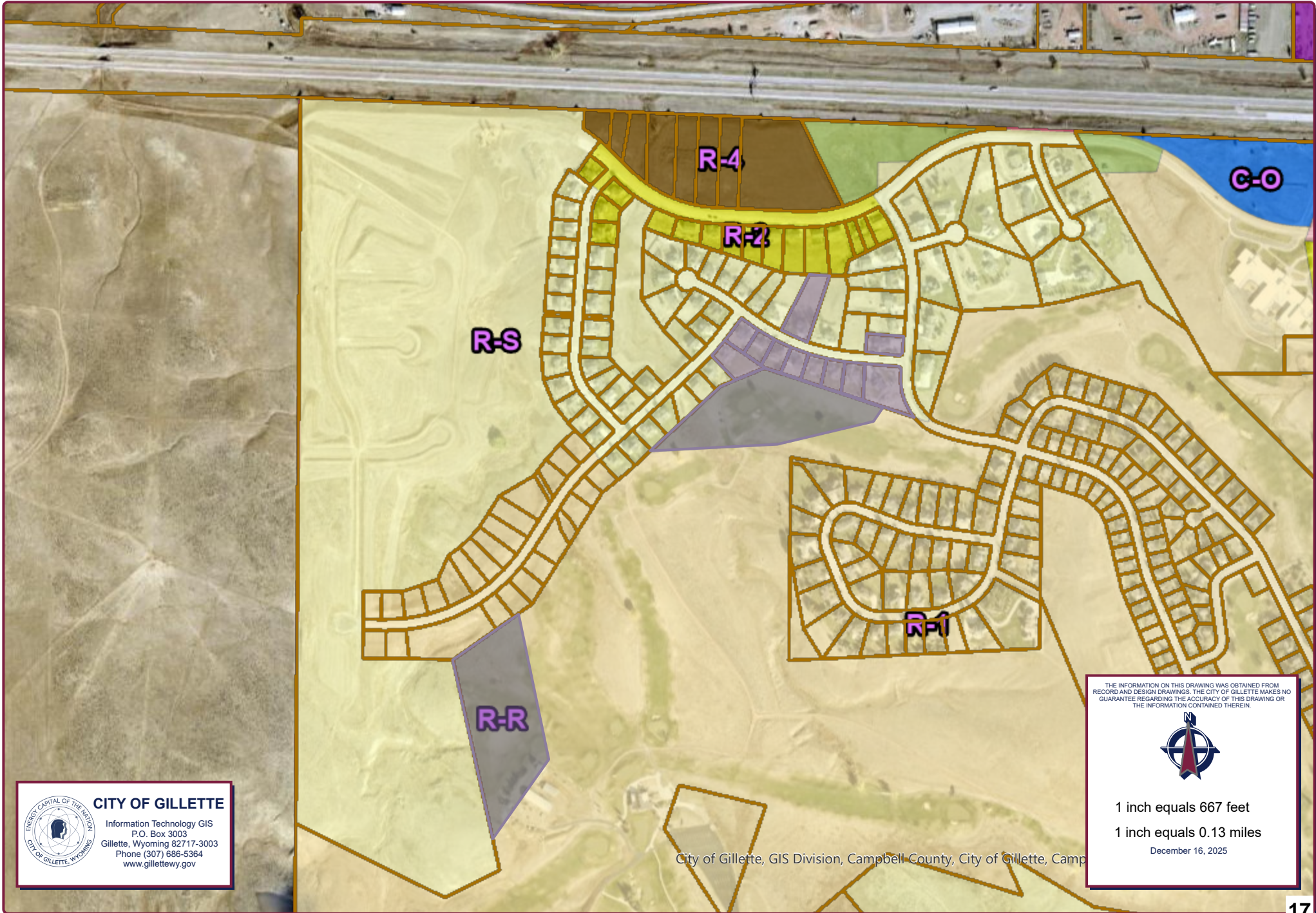
1 inch equals 667 feet

1 inch equals 0.13 miles

December 16, 2025

City of Gillette, GIS Division, Campbell County, City of Gillette, Camp

Zoning Map - Rezone to R-1 in Highlighted in Purple



CITY OF GILLETTE

Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
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1 inch equals 667 feet

1 inch equals 0.13 miles

December 16, 2025

City of Gillette, GIS Division, Campbell County, City of Gillette, Camp

January 21, 2026

Ms. Shannon Stefanick, City Planner
City of Gillette Development Services
201 E. 5th St.
Gillette WY 82716

Re: City Zoning Map Amendment Case# PL2025-0052 "Copper Ridge Phase I & Bell Nob Golf Course"

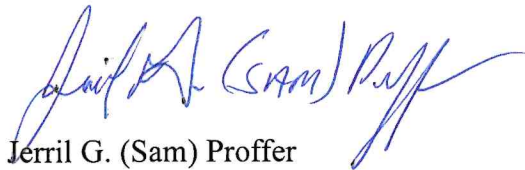
Dear Ms. Stefanick:

This letter is to serve notice to the City of Gillette that the Campbell County Board of Commissioners (Board) voted today, January 21, 2026 to join the petition to rezone those sections of the 456.7-acre Bell Nob Golf Course, County Parcel I.D.# 50722043902300, that are currently zoned 'R-R' to 'R-1'. The Board appointed me as the signatory for this letter to join the petition.

Please refer to the attached Board of Commissioners informational workshop packet for details. Included in that packet is the November 20th, 2025 Campbell County Planning Commission (Commission) meeting agenda verifying unanimous approval by the Commission to recommend joining the petition.

Please let me know if your office needs additional information.

Sincerely,



Jerril G. (Sam) Proffer
Campbell County Planner and Zoning Administrator
307-682-1970

Cc: File, Campbell County Board of County Commissioners, Planning Commission, Public Works
Director Michael Moore

Encs: Board Bell Nob Workshop Packet, City-County Email Correspondence



Memorandum Department of Public Works

TO: Campbell County Board of Commissioners / Workshop Item

CC: Michael Moore, Director of Public Works, Dwayne Dillinger, Director of Parks and Recreation

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: December 29, 2025

SUBJECT: Bell Nob Golf Course Zoning Amendment

Background:

The Bell Nob Golf Course lies within the city limits of Gillette and has two different zoning classifications. One of those zoning classifications is City Zoning 'R-1' which allows golf courses, and the other is 'R-R' which does not allow golf courses. Any potential changes to the golf course that lies within the R-R zoning district would probably have to go to the City of Gillette for approval.

The Planning Division was approached by a private citizen back in November requesting that the County join in a rezoning request to rezone his property and the Bell Nob Golf Course to 'R-1'. To participate, someone from the County must have authority to sign the rezoning request. The request was brought before the Planning Commission on November 20th, 2025, with a recommendation to join the petition to rezone. (Ref. attached Exhibit 'AA' for details.)

Staff Recommendation:

Staff has reviewed the request with City of Gillette Planning staff and with Director of Parks and Recreation Dwayne Dillinger. Upon review, it is staff's opinion that it is in the County's best interest to grant authority to a County representative to sign the petition and joint in the rezoning request.

Exhibits:

- Exhibit 'AA' November 20th, 2025, Planning Commission Meeting File

After determining that there were no further comments, Chairman Averett asked for a motion. Commissioner Stewart made a motion to approve the case, and Vice-Chairman Leu seconded the motion.

Chairman Averett asked Mr. Melinkovich to poll the Commissioners.

Voting was as follows:

Chairman Averett: Yes
Vice-chairman Leu: Yes
Commissioner Stewart: Yes
Motion passed 3-0.

Exhibit 'AA'
**11-20-25 Planning Commission Minutes
and Case File**

New Business:

Request to Co-sign a Rezoning Petition for County Properties Within the City Limits of Gillette

Chairman Averett asked Planner and Zoning Administrator Proffer to advise the Commission on the request.

Mr. Proffer explained that the Planning Division was approached by Mr. Matt Nelson, a private landowner whose residential home and lot are contiguous with the Bell Nob Golf Course. Mr. Nelson and other neighboring property owners wish to rezone their properties to bring them into compliance with City zoning requirements. Mr. Nelson had noted that parts of the golf course are inappropriately zoned including the Bell Nob area contiguous with his land. Per city standards, the County would need to join Mr. Nelson in petitioning the City for a rezoning classification with no cost to the County.

Mr. Proffer then explained that he had reviewed the request with City Planning staff and concurred that it would be in the best interest of the County to join in rezoning those parts of the golf course. He then noted that to do so, someone from the County would have to be approved as the signatory agent for the County. The request before the Commission was to vote to approve for recommendation of the rezoning of the land to the Board of Commissioners and to assign a signatory.

Chairman Averett asked the Commissioners if there were any questions or comments. There was only a brief discussion with the Commission acknowledging that the request seemed reasonable and in the best interest of the County.

After determining that there were no other comments, Chairman Averett asked for a motion. Commissioner Stewart made a motion to recommend joining the petition and

rezone portions of the Bell Nob Golf Course, and Vice-Chairman Leu seconded the motion.

Chairman Averett asked Mr. Melinkovich to poll the Commissioners.

Voting was as follows:

Chairman Averett: Yes
Vice-Chairman Leu: Yes
Commissioner Stewart: Yes

Motion passed 3-0.

Chairman Averett confirmed that there was no other business for the evening and no other comments and adjourned the meeting.

Adjournment: Meeting was adjourned at approximately 7:18 pm

 12-18-2025
Chairman Averett Date:

NOTE: Campbell County Planning Commission meeting minutes contain a summary of discussions and are not intended to be verbatim.

MEMORANDUM

TO: Campbell County Planning Commission

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: November 20th, 2025

SUBJECT: County Land Rezoning Request

Dear Commissioners:

Our office was contacted by Mr. Matthew Nelson, 4303 Chancery Lane, Gillette, to request that the County join in a petition to rezone certain properties from City zoning classifications R-S and R-R to City zoning classification R-1. (Ref. attached email, Exhibit 'A').

Mr. Nelson's property in the Copper Ridge subdivision abuts the County's Bell Nob Golf Course, also within the City of Gillette. Parts of Bell Nob are zoned R-1 and other parts R-R. Mr. Nelson's property is zoned R-S. Both Mr. Nelson's property and the areas of Bell Nob zoned R-R are considered 'legal non-conforming', or 'grandfathered', meaning their current use does not conform to their current zoning status. Rezoning the areas in question will bring the parcels into compliance with City of Gillette zoning requirements.

The reason Mr. Nelson has requested that the County join in the petition is because City rezoning standards require that land to be rezoned be contiguous with land of the same zoning class as the one being requested. See attached Exhibit 'B' for a visual reference.

Staff has reviewed the City's zoning classifications and concur that it would be in the best interest for the County to rezone all of Bell Nob to R-1. The reason it would benefit the County is that golf courses are an allowed use in the R-1 District but not allowed in an R-R. Any golf course development in the areas zoned R-R would potentially require the County to petition the City for a variance or similar avenue to proceed.

To participate in the rezoning request, a County representative must have the authority to sign the rezoning petition being initiated by Mr. Nelson. Staff seeks recommendation from the Planning Commission to join in the rezoning request and appoint a County representative to sign the petition. Staff would take the Commission's recommendation to the Board of Commissioners who could appoint a signatory if they should decide to participate in the rezoning request. There is no cost to the County for this process.

- Exhibit 'A' Emailed Request to Join Petition
- Exhibit 'B' City Zoning Map with County Locater Aerial Map

Sam G. Proffer

From: Sam G. Proffer
Sent: Wednesday, November 5, 2025 8:00 AM
To: Matt Nelson
Cc: Building and Planning Staff
Subject: RE: Request to join rezoning process

November 5, 2025

Good morning Mr. Nelson—this email is to acknowledge your forthcoming rezoning request with the City of Gillette that will of necessity include County participation.

As previously discussed, our office will begin the process of reviewing the path forward with the appropriate County decision makers.

We will reach back out to you as soon as additional information comes available.

Best regards,
Sam

Jerril G. (Sam) Proffer, MCP, CFM
Planner and Zoning Administrator | Public Works—Planning Division



[Campbell County Public Works](#)
500 S. Gillette Ave., Suite 1500 | Gillette, WY 82716
Office: 307.682.1970 | Fax: 307.687.6468
sam.proffer@campbellcountywy.gov

"Providing quality, efficient and cost-effective services for all Campbell County residents through sound decision making and fiscal responsibility"

From: Matt Nelson <matt@nelsonautoglass.net>
Sent: Wednesday, November 5, 2025 7:38 AM
To: Building and Planning Staff <Planning@campbellcountywy.gov>
Subject: Request to join rezoning process

Some people who received this message don't often get email from matt@nelsonautoglass.net. [Learn why this is important](#)

Please be cautious.

This email originated from outside the County organization. If you believe this email is suspicious, report it using the Phish Alert button. Do not forward suspicious emails.

Mr. Proffer,

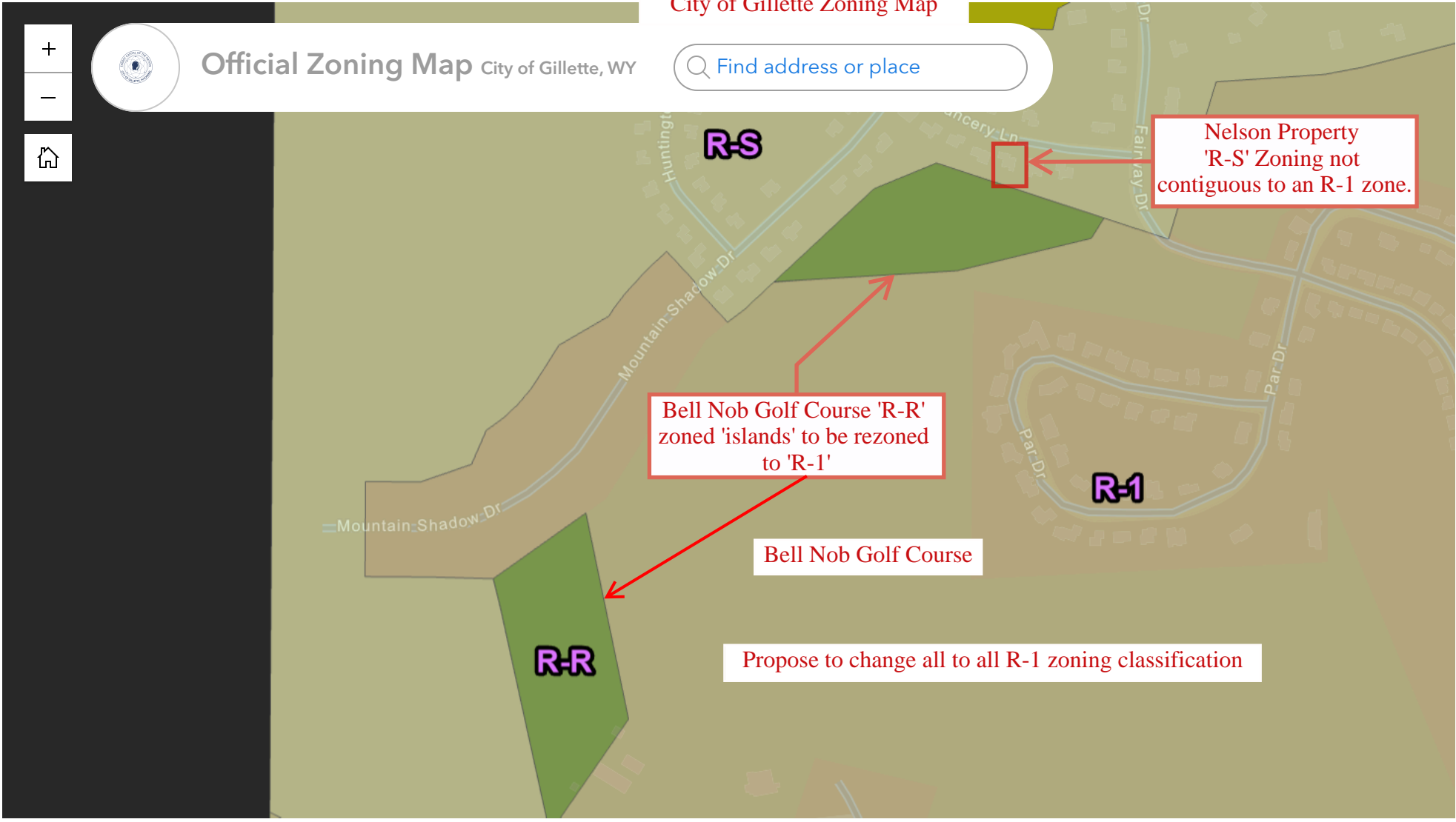
My name is Matthew Nelson and I live at 4303 Chancery Lane with my wife Tiffany. We are writing to formally invite the County to join a rezone request for the Copper Ridge subdivision. We have found an obvious error within the City of Gillette's zoning and we would like to start to process to correct this error by requesting a rezone to R-1 from our current zonings of R-S and R-R. We believe that the rezoning of these properties to R-1 will better align with the city zoning requirements and comprehensive plan.

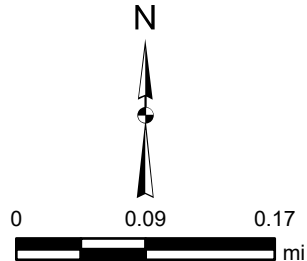
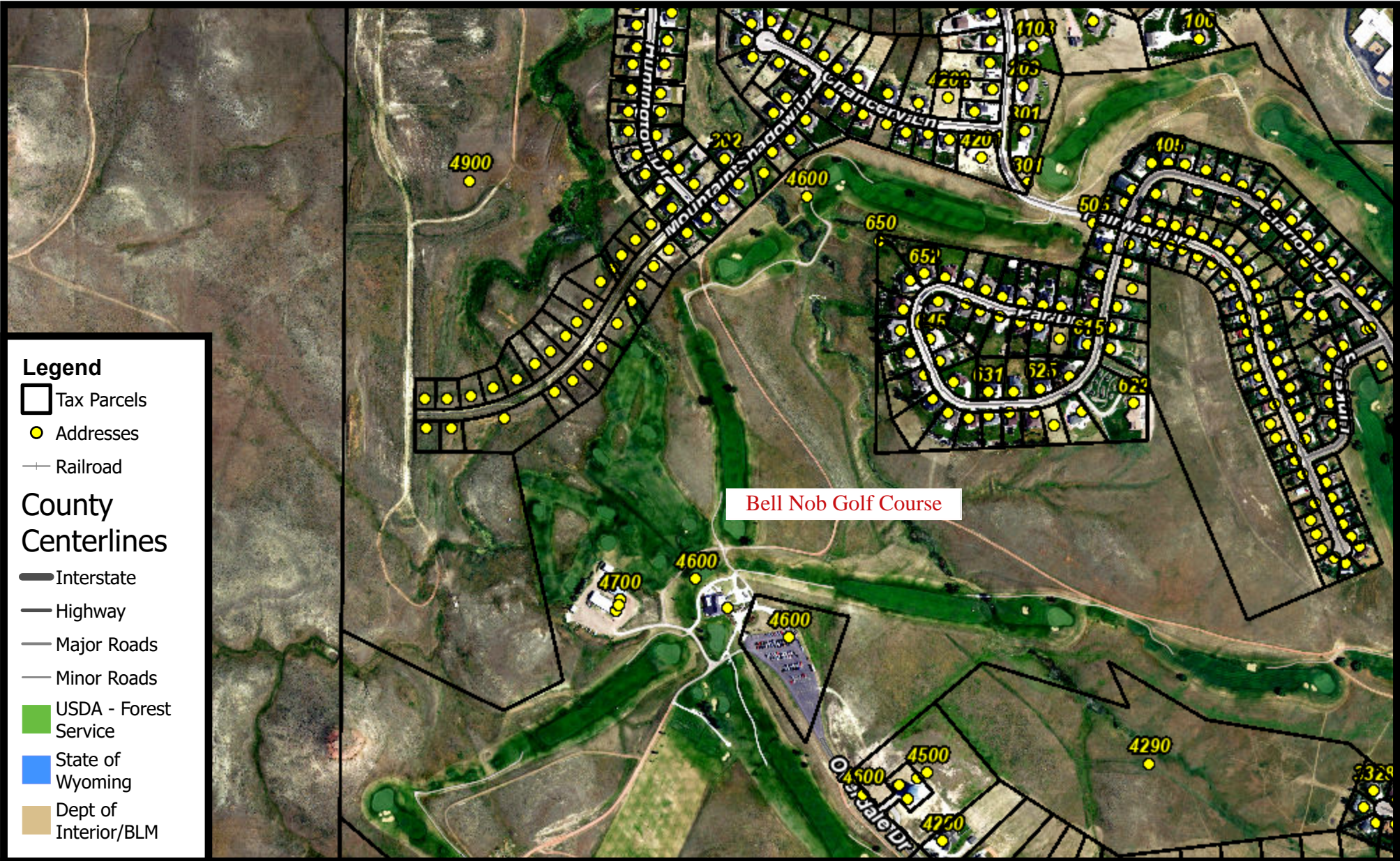
Please advise me of any forms or additional documents required to have the county join the rezone process.

Thank you for your time and consideration. I look forward to working with you throughout this process.

Sincerely,

Tiffany and Matthew Nelson





CAMPBELL COUNTY, WYOMING

DEPARTMENT OF PUBLIC WORKS

500 S. Gillette Ave. Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

Date: 11/13/2025
Time: 9:42 AM

Sam G. Proffer

From: Shannon Stefanick <shannonh@gillettewy.gov>
Sent: Wednesday, January 21, 2026 2:51 PM
To: Sam G. Proffer
Subject: PL2025-0052 – Map Amendment – Copper Ridge Phase I & Bell Knob Golf Course

Please be cautious.

This email originated from outside the County organization. If you believe this email is suspicious, report it using the Phish Alert button. Do not forward suspicious emails.

In reference to the zoning map amendment for a portion of the Bell Knob Golf Course, the case number is PL2025-0052 and it will be titled "Copper Ridge Phase I & Bell Knob Golf Course".

As the golf course is unplatted land, the legal description being used in the ordinance for the two portions that are being rezoned is as follows:

a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course

A more specific legal description that our GIS team gave me if needed is:

An area of land described as a portion of the SE1/4SE1/4SW1/4 and SW1/4SW1/4SE1/4 of 507219 and NE1/4NE1/4NW1/4 and NW1/4NW1/4NE1/4 and NW1/4NE1/4NW1/4 of 507230 AND SE1/4NW1/4NW1/4 and E1/2SW1/4NW1/4 and NW1/4SE1/4NW1/4 of 507230

We do not have a specific form for zoning map amendments with multiple applicants. Our online permit acts as the petition for the initial owner that files. The additional petition(s) need to contain the address or legal description of the property being rezoned, the name of the property owner, and a signature.

The case will go to Planning Commission February 10th and City Council on February 17th, March 3rd, and March 17th.

Let me know if you need more information or have any questions.

Thank you.

--

*Shannon Stefanick
City Planner
Development Services
City of Gillette
(307)686-5281 (Office)*

Emails and attachments may be public records under the Wyoming Public Records Act, W.S. § 16-4-201 et seq., and may be subject to public disclosure pursuant to this Act, unless a specific exception applies which limits or prohibits disclosure.

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOTS 1-9 OF BLOCK 3, COPPER RIDGE ESTATES PHASE I, AND LOTS 25 & 28 OF BLOCK I, COPPER RIDGE ESTATES PHASE I AND A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 19, AND A PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 30, AND A PORTION OF THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 50, RANGE 72, ALSO KNOWN AS THE BELL KNOB GOLF COURSE, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, AND R-R, RURAL RESIDENTIAL DISTRICT, TO R-1, SINGLE FAMILY RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course, City of Gillette, Campbell County, Wyoming.

Section 2. Zoning Amendment

Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19 and a portion the North Half of the North Half of Section 30, and a portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course, City of Gillette, Campbell County, Wyoming, are hereby amended from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential 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:

PL2025-0052 | Map Amendment | Copper Estates Phase I and
Bell Knob Golf Course
Planning Requirements

1. There are no Planning Requirements for this case.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ February 10, 2026 ~ 5:15 pm

PRESENT

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

Commission Members Absent: None

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

CALL TO ORDER

Vice-Chair Richard 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 January 27, 2026. Ian Scott seconded the motion. Motion carried 7/0.

Case No.
PL2025-0052 –
ZONING MAP
AMENDMENT –
4303 Chancery
Lane

The applicants seek to amend the Zoning Map to rezone 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, & 4405 Chancery Ln, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District. The petition was also signed by the owner for 105 Huntington Dr although 105 Huntington Dr was not eligible to be rezoned with this petition. The lot is not contiguous to the other lots in the proposed rezone and would not meet the minimum district size requirement. Additionally 105 Huntington Dr is zoned R-2, Two 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 “correct an obvious error or oversight in the regulations” for both the included residential lots and the golf course parcel.

Bell Knob Golf Course is a large tract of unplatted land, described in a record of survey filed with the County Clerk’s Office as one parcel. All but 14.93 acres of the 456.7-acre parcel are zoned R-1, Single Family Residential District. The remaining 14.93 acres are zoned R-R, Rural Residential District. Per the City Subdivision Regulations, parcels are required to lie within a single zoning district. Additionally, a “Golf Course” is an allowed use in an R-1 District, but is not an allowed use in an R-R District.

Furthermore, when staff researched how the parcel came to lie within two zoning districts, staff was unable to find documentation as to how the 14.93 acres were zoned as R-R District, leading staff to believe that the zoning map may be in error. Per the City Zoning Ordinance, the Zoning Map is a regulatory document and requires Planning Commission review and City Council approval for all changes, including correcting errors. For these reasons, the approval of the proposed rezone would serve to correct an obvious error in the zoning map.

The 2025 Comprehensive Plan Future Land Use Map identifies the residential lots as Complete Suburban Living and the Bell Knob Golf Course parcel as Civic Use. The proposed rezone would be consistent with the Future Land Use Map.

Shannon Stefanick, City Planner, said the Planning Division received many calls on the case and were all general inquiries only with no objections.

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

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

Case No.
PL2025-0053 –
MINOR
SUBDIVISION –
1000 Camel Drive

The applicant seeks to plat the sites of Campbell County High School and Hillcrest Elementary School. Proposed Lot 1 is 51.07 acres and contains Campbell County High School which includes the school, football/soccer/track fields, tennis courts, a vocational tech building, and all associated parking for the above-mentioned activities. Lot 2 is 15.91 acres and contains Hillcrest Elementary School which includes the school, playground, field, and all associated parking for the above-mentioned activities. The lots are zoned C-O, Office and Institution District. Within the C-O district, the minimum lot size is 7,000 sq. ft and a minimum lot width of 50 ft. at the front setback line; both proposed lots meet these requirements.

The existing lots have City water, sanitary sewer, and electric services. No additional City service extensions are required for the filing of the proposed plat.

Meredith Duvall, City Planning Manager, said the Planning Division received no calls on the case.

Chair Hottell 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 7/0.

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said the next meeting will be February 24, 2026, and the meeting for March 10, 2026, will be canceled.

ADJOURNMENT The meeting was adjourned at 5:24 pm

Minutes prepared by Jill McCarty, Administrative Coordinator.

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 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, 4405 Chancery Ln, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course.

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 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, & 4405 Chancery Ln, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single-Family Residential District.

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

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

7. Case Manger established that the Staff Recommendation supports the Zoning Map

Amendment to change the zoning district for 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, & 4405 Chancery Lane, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course.

8. At the hearing, the Case Manger demonstrated the proposed changes will correct an obvious error in the Zoning Map as a majority of the lots on Chancery Ln and Mountain Shadow Dr do not meet the minimum lot size of 22,000 square feet or the minimum lot width of 125 feet in a R-S, Residential Suburban District. Furthermore, the property known as the Bell Knob Golf Course also contains split zoning, with a portion being R-R, Rural Residential District and a portion being R-1, Single Family Residential District. R-R, Rural Residential District does not allow for a golf course as a permitted use. R-1 Single-Family Residential District does allow for golf courses as a permitted use. Additionally, when staff researched how the parcel came to lie within two zoning districts, staff were unable to find documentation as to how the portion of the golf course was zoned as R-R District, leading staff to believe that the zoning map may be in error.

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. 6 of the 7 Commissioners present voted to approve the Petitioner's Map Amendment to amend the Zoning District Map for 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, 4405 Chancery Lane, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single-Family Residential District based on correcting an obvious error in the Zoning Map. 1 Commissioner abstained from the vote. 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 February, 2026.

CITY OF GILLETTE PLANNING COMMISSION

Shaun Hottell, Chair

ATTEST: _____
Shannon Stefanick, City Planner



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

ORDINANCE 2ND READING

Council Consideration of an Ordinance Approving and Authorizing the Partial Vacation of a 10-Foot-Wide General Utility Easement, as Recorded in Book 9 Of Plats, Page 169-170, by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 5/0)

SUGGESTED ACTION:

I move to Approve an Ordinance Approving and Authorizing the Partial Vacation of a 10-Foot-Wide General Utility Easement, as Recorded in Book 9 Of Plats, Page 169-170, by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

JKSP LLC, Owner

AGENT:

Brian Rozier, Agent; Cevin Imus, Land Surveying Incorporated, Surveyor

CASE BACKGROUND:

CITY COUNCIL 1ST READING VOTE: 6/0

The applicant is requesting the vacation of the southerly 1-foot of an existing 10-foot General Utility Easement; the vacation area being located entirely within 1503 Lemoncreek Ct. The portion proposed for vacation measures approximately 78 feet in length and encompasses a total area of 75.9 square feet.

As required, the applicant submitted an 811 utility locate ticket with the easement vacation request. The electrical service for the existing home does run partially within the utility easement. Privately owned electrical services are not required to be in a utility easement, however. The utility locate confirms that no other active utilities are present within the area proposed for vacation. Additionally, City staff have not received any objections from internal utility divisions or external utility providers

regarding the proposed vacation.

This case was approved by the Planning Commission on February 24, 2026, with a vote of 5/0.

CASE REQUIREMENTS:

All comments from the staff review process shall be addressed.

STAFF REFERENCE:

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

CASE MANAGER:

Shannon Stefanick, City Planner

ATTACHMENTS:

[Ordinance](#)

[Partial Easement Vacation Exhibit](#)

[Vicinity Map](#)

[Planning Requirements](#)

[Meeting Minutes 2/24/2026](#)

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE PARTIAL VACATION OF A 10-FOOT-WIDE GENERAL UTILITY EASEMENT, AS RECORDED IN BOOK 9 OF PLATS, PAGE 169-170, BY THE CAMPBELL COUNTY CLERK; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

SECTION ONE.

Pursuant to the petition of the City of Gillette and with the permission of the property owner of Lot 9, Block 12 of Bittercreek Estates II Phase 1, and the authority of W.S. 15-6-104 and W.S. 34-12-106 through W.S. 34-12-110, the City Council finds that the partial vacation of the southerly 1-foot of the 10-foot-wide general utility easement, as contained entirely within Lot 9, Block 12 of Bittercreek Estates II Phase 1, the easement being recorded by the Campbell County Clerk in Book 9 of Plats, Page 169-170, will not abridge or destroy any of the rights and privileges of the other landowners in the vicinity of the vacation, and further finds that the vacation is in the best interest of the City of Gillette. For a more detailed location of the vacation see the attached "Partial Easement Vacation" exhibit.

SECTION TWO.

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

SECTION THREE. This ordinance shall be in full force and effect on its effective date, _____, 2026.

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2026.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk
Publication Date: _____, 2026

STATE OF WYOMING)
)ss.
County of Campbell)

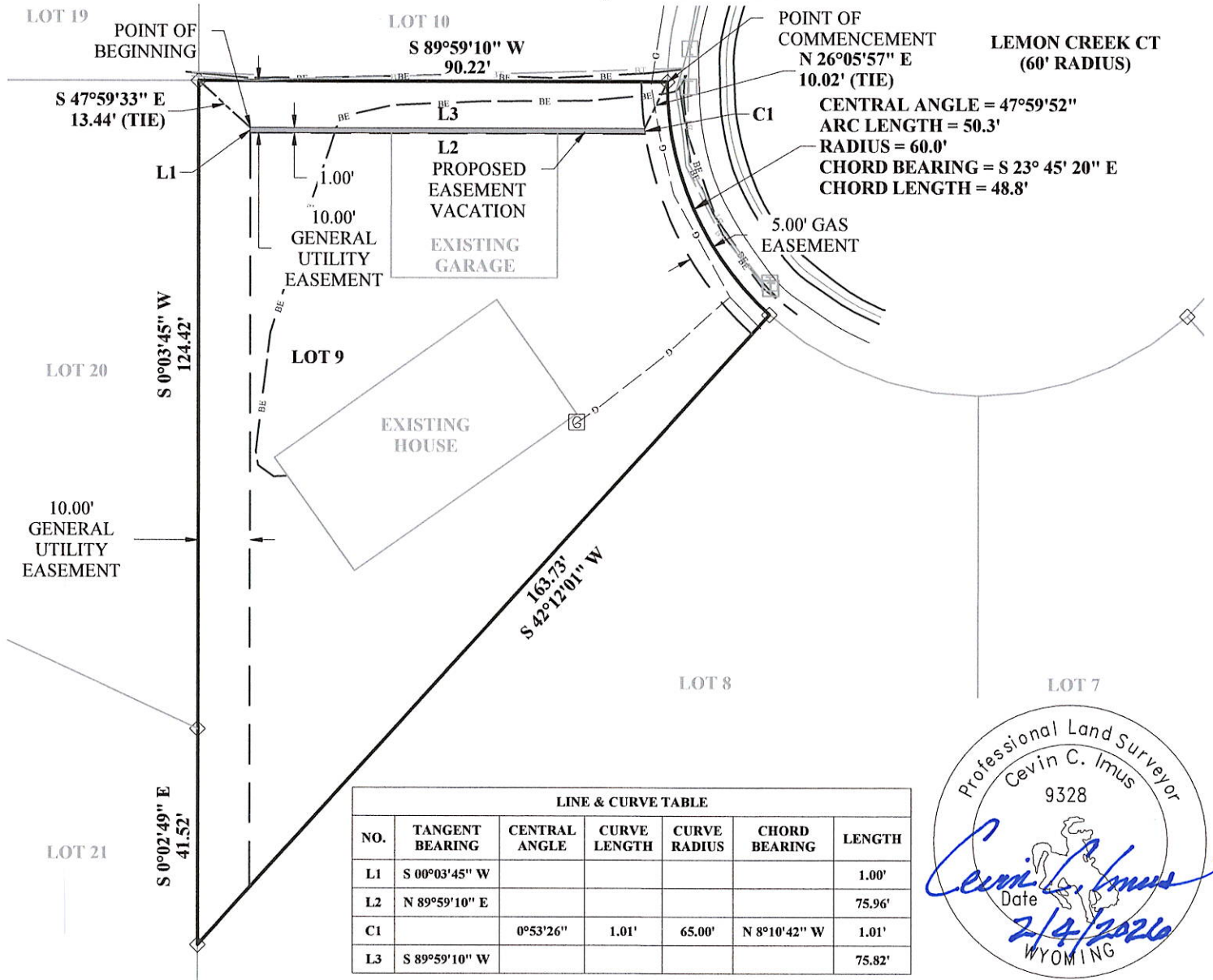
On this ____ day of _____, 2026, before me personally appeared Shay Lundvall, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Shay Lundvall acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

PARTIAL EASEMENT VACATION BEING SITUATED IN A PORTION OF LOT 9, BLOCK 12 OF BITTERCREEK ESTATES II, PHASE 1 GILLETTE, WYOMING



LINE & CURVE TABLE						
NO.	TANGENT BEARING	CENTRAL ANGLE	CURVE LENGTH	CURVE RADIUS	CHORD BEARING	LENGTH
L1	S 00°03'45" W					1.00'
L2	N 89°59'10" E					75.96'
C1		0°53'26"	1.01'	65.00'	N 8°10'42" W	1.01'
L3	S 89°59'10" W					75.82'



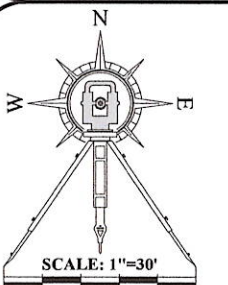
LEGAL DESCRIPTION:

THE FOLLOWING METES AND BOUNDS DESCRIPTION IS FOR A PARTIAL EASEMENT VACATION SITUATED IN A PORTION OF LOT 9, BLOCK 12 OF BITTERCREEK ESTATES II, PHASE 1, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING AS OFFICIALLY RECORDED IN BOOK 9 OF PLATS, PAGES 169-170, FOLDER 47 OF THE CAMPBELL COUNTY CLERK AND RECORDERS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 9, BEING MONUMENTED WITH AN ALUMINUM CAP, PLS 6872; THENCE S89°59'10"W ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 90.22 FEET TO THE NORTHWEST CORNER, BEING MONUMENTED BY AN ALUMINUM CAP, PLS 6872; THENCE S47°59'33"E A DISTANCE OF 13.44 FEET TO THE POINT OF BEGINNING:

THENCE S00°03'45"W A DISTANCE OF 1.00 FEET; THENCE N89°59'10"E A DISTANCE OF 75.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST; SAID CURVE HAVING A CENTRAL ANGLE OF 0°53'26", A CURVE LENGTH OF 1.01 FEET, A RADIUS OF 65.00 FEET; AND A CHORD BEARING N08°10'42"W AT A DISTANCE OF 1.01 FEET; THENCE S89°59'10"W A DISTANCE OF 75.82 FEET TO THE POINT OF BEGINNING:

SAID PARTIAL EASEMENT VACATION HAVING A TOTAL AREA OF 75.9 SQ. FT., MORE OR LESS AND IS SUBJECT TO ALL PRIOR COVENANTS, RESERVATIONS, EASEMENTS, CONDITIONS AND RIGHTS APPEARING OF RECORD.



LEGEND

- ◇ = (FOUND) ALUMINUM CAP, PLS 6872
- BE — = EXISTING ELECTRIC LINE
- BT — = EXISTING COMMUNICATIONS LINE
- G — = EXISTING GAS LINE

ALL COURSES ARE MEASURED, UNLESS NOTED

Prepared For:

ROZIER CONSTRUCTION, LLC
207 S. EMERSON AVE.
GILLETTE, WYOMING 82716

Prepared By:

LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716



Location:

PARTIAL EASEMENT VACATION
BEING SITUATED IN A PORTION OF
LOT 9, BLOCK 12 OF
BITTERCREEK ESTATES II, PHASE 1
GILLETTE, WYOMING

FILE: 26008_VACATE.DWG

SHEET: 1 OF 1

CREATED BY: ABICKNESE

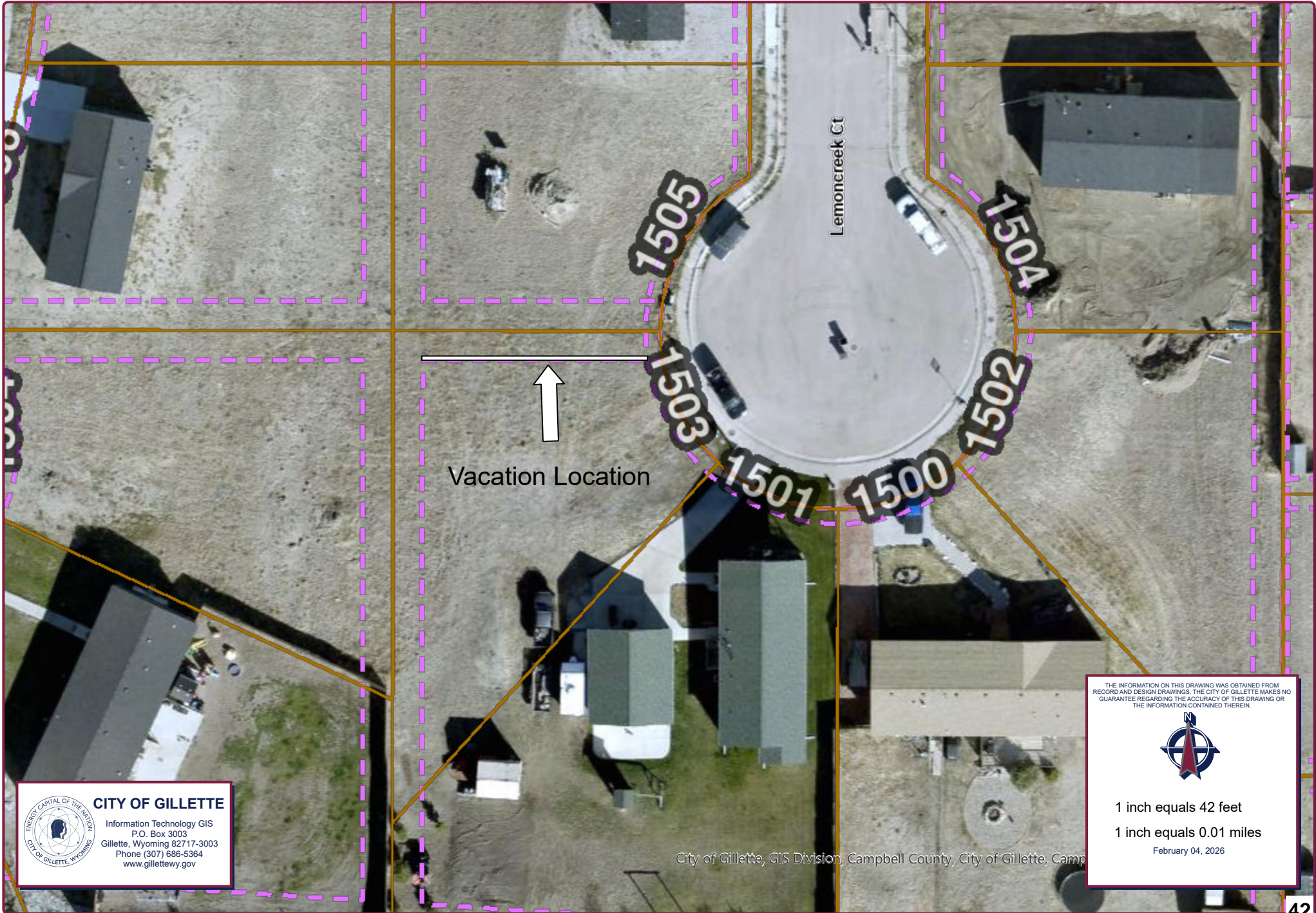
CREATION DATE: 1/20/2026

REVIEWER: CCI

APPROVED DATE: 1/30/2026

FILEPATH: P:\2026\ROZIER CONSTRUCTION\26-008A\DRAFTING

Vicinity Map - Proposed 1 Foot Width Easement Vacation



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 42 feet

1 inch equals 0.01 miles

February 04, 2026

City of Gillette, GIS Division, Campbell County, City of Gillette, Camp

PL2026-0005 | Easement Vacation | 1503 Lemoncreek Ct

Planning Requirements

1. All comments from the staff review process shall be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ February 24, 2026 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Ian Scott, and Brian Rozier,

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

CALL TO ORDER

Chair Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF
THE MINUTES

A motion was made by Vice-Chair Cone to approve the meeting minutes of February 10, 2026. Jack Colson seconded the motion. Motion carried 4/0.

Case No.
PL2026-0005 –
EASEMENT
VACATION – 1503
Lemoncreek Ct

The applicant is requesting the vacation of the southerly 1-foot of an existing 10-foot General Utility Easement; the vacation area being located entirely within 1503 Lemoncreek Ct.

The portion proposed for vacation measures approximately 78 feet in length and encompasses a total area of 75.9 square feet.

As required, the applicant submitted an 811 utility locate ticket with the easement vacation request. The electrical service for the existing home does run partially within the utility easement. Privately owned electrical services are not required to be in a utility easement, however. The utility locate confirms that no other active utilities are present within the area proposed for vacation. Additionally, City staff have not received any objections from internal utility divisions or external utility providers regarding the proposed vacation.

Shannon Stefanick, City Planner, said the Planning Division received a few calls on the case and were all general inquiries only with no objections.

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

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Jack Colson seconded. The Motion carried 5/0.

Case No.
PL2026-0003 –
MINOR
SUBDIVISION –
1137 Country Club
Road

The applicant seeks to subdivide two existing lots, one being previously platted and the other being unplatted, into three lots for ownership purposes.

The previously platted lot is 1.38 acres, and the portion of unplatted land is 2.65 acres. Both are zoned C-1, General Commercial District. Proposed Lot 1 is 1.509 acres and contains a portion the parking for the Home 2 Suites hotel.

Proposed Lot 2 is 0.592 acres and is currently undeveloped. Proposed Lot 3 is 1.913 acres and is also currently undeveloped. Lots in a C-1 District have no minimum size requirements but must be a minimum width of 50 feet. All three lots meet the minimum

width requirement. Water and sanitary sewers services are not required to be installed until the time of development.

Shannon Stefanick, City Planner, said the Planning Division received a few calls on the case and were all general inquiries only with no objections.

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

There being no further comments or questions, Lance Block made a motion to approve the case, and Vice-Chair Cone seconded. The Motion carried 5/0.

Case No.
PL2026-0002 –
MAJOR
COMMERCIAL
SITE PLAN – 1137
Country Club Road

The applicant is seeking to build a new hotel at 1137 Country Club Rd.

1137 Country Club Rd is zoned C-1, General Commercial District and hotels are a permitted use in that district. The proposed site for the hotel is currently undeveloped. The hotel is proposed to have 93 units with 96 parking spaces provided. Two of the parking spaces are proposed to have EV charging stations. Two entrances to the site are shown: one being from Country Club Rd and the other being from Boxelder Rd. There will also be connectivity to the adjacent Home2 Suites parking area.

Landscaping and Screening of the Zoning Ordinance requires screening and a 10-foot buffer yard when a C-1 zoned property is immediately adjacent to a residential or agriculture zoned district. The proposed plans do show a buffer yard of at least 10 feet and screening in the form of a 6-foot privacy fence.

There are several outstanding comments from the site review process, and the final configuration of the site may vary from the draft site and landscape plans submitted with this agenda item due to those comments being addressed.

Shannon Stefanick, City Planner, said the Planning Division received a few calls on the case, one being an adjacent landowner who had questions about the development and had concerns about the construction process.

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

Cynthia Luth, adjacent landowner on Country Club Road, was present and said she is concerned about the construction as she had issues with a hotel that was recently built close by to her with the equipment, debris and noise. Ms. Luth said she wanted to request a large 6 foot fence be constructed by the developer between her property and the proposed site plan before construction starts to help with her concerns of equipment, debris, noise, and for safety of her property.

Vice-Chair Cone asked about the screening requirements for the development of the property and if it would include a 6 foot fence. Ms. Stefanick said there is a requirement of the developer to build a 6-foot fence as part of a buffer for the property. However, this would need to be completed by the end of the construction of the hotel and is not required at the beginning of construction, she said.

Vice-Chair Cone asked about the responsibility of the contractor and their debris during construction. Ms. Stefanick said it was the responsibility of the contractor to keep all their debris on the site of the development, and if there were any issues with it not

being contained to the development property only, then the city's Engineering Division could be contacted to look into the situation.

Chair Hottell asked what the projected timeline to complete the hotel was. Ms. Stefanick said that was unknown at this time.

Meredith Duvall, City Planning Manager, said the Planning Commission will be the final approval of this case as Major Commercial Site Plans do not move forward to go before City Council for approval. Therefore, the Planning Commission can add additional requirements or stipulations on this case.

Ms. Luth asked how tall the hotel was proposed to be and how many floors it would be. Ms. Stefanick said the overall height of the building is 54 feet. However the building is approximately 44 feet and the additional 10 feet being accent walls. The hotel would have four stories, Ms. Stefanick said.

There being no further comments or questions, Jack Colson made a motion to approve the case, and Lance Walker seconded. The Motion carried 5/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the meeting for March 10, 2026, and March 24, 2026, will be canceled.

ADJOURNMENT

The meeting was adjourned at 5:32 pm

Minutes prepared by Jill McCarty, Administrative Coordinator.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Bills and Claims

SUGGESTED ACTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Bills and Claims](#)

[Bills and Claims Prepaids](#)

[Wire Transfers](#)

Expenditure Approval Report
Check Approval Date of 03/24/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
4555-ATLAS OFFICE PRODUCTS			
	204361	OS INVENTORY	57.50
	204362	OS INVENTORY	231.09
	204364	OS INVENTORY	54.48
	204365	OS INVENTORY	151.59
		VENDOR TOTAL:	494.66
2594-BOMGAARS SUPPLY			
	204367	OFFICE SUPPLY INVENTORY WAREHOUSE	439.50
		VENDOR TOTAL:	439.50
88888-MISC UTILITY OVERPAYMENTS			
	204268	REFUND MONEY SENT IN ERROR - LYNELLE WAGES	78.91
		VENDOR TOTAL:	78.91
1511-NORCO INC			
	204429	CUSTODIAL INVENTORY	20.71
	204434	CUSTODIAL INVENTORY	716.83
	204435	CUSTODIAL INVENTORY	2,166.66
	204436	CUSTODIAL INVENTORY	672.00
	204438	CUSTODIAL INVENTORY	955.64
		VENDOR TOTAL:	4,531.84
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL			
	204014	FEBRUARY 2026 OFFICE TRAINING FEES	60.00
		VENDOR TOTAL:	60.00
2300-WESTERN STATIONERS			
	204458	OS INVENTORY	49.62
	204459	OS INVENTORY	566.90
		VENDOR TOTAL:	616.52
		DIVISION TOTAL:	6,221.43
		DEPARTMENT TOTAL:	6,221.43

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Check Approval Date of 03/24/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
1351-CAMPBELL COUNTY CHAMBER OF COMMERCE			
	204017	OPENING ACT SPONSOR	2,000.00
		VENDOR TOTAL:	2,000.00
1748-THAT EMBROIDERY PLACE			
	204159	BABY GIFT	45.00
		VENDOR TOTAL:	45.00
		DIVISION TOTAL:	2,045.00
04-SPECIAL PROJECTS			
4629-APEX MECHANICAL, LLC			
	204301	CITY HALL CHILLER REPLACEMENT	122,266.66
		VENDOR TOTAL:	122,266.66
1572-ARETE DESIGN GROUP			
	204062	CITY HALL RENOVATION	5,042.50
	204210	CITY HALL RENOVATION	11,887.00
		VENDOR TOTAL:	16,929.50
1381-CITY OF GILLETTE			
	204302	CITY HALL CHILLER REPLACEMENT	6,435.09
		VENDOR TOTAL:	6,435.09
2852-CORE & MAIN			
	204392	PARKS * ENZI * TYLER	219.00
		VENDOR TOTAL:	219.00
1864-FIRST NATIONAL BANK OF GILLETTE			
	204300	CITY HALL RENOVATION - RETAINA	12,621.32
		VENDOR TOTAL:	12,621.32
5210-FITNESS GIANT, LLC			
	204409	WELLNESS * WEIGHTS * BETH	1,895.00
		VENDOR TOTAL:	1,895.00
4422-INTERSTATE ENGINEERING, INC			
	204335	CITY POOL RECONSTRUCTION	6,099.00
		VENDOR TOTAL:	6,099.00

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Check Approval Date of 03/24/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
1511-NORCO INC			
	204165	FIRE EXTINGUISHER	52.11
		VENDOR TOTAL:	52.11
1958-PCA ENGINEERING INC			
	204340	ENZI PRACTICE FIELD IMPROVEMEN	1,840.35
	204341	ENZI PRACTICE FIELD IMPROVEMEN	1,560.00
		VENDOR TOTAL:	3,400.35
2212-VAN EWING CONSTRUCTION			
	204299	CITY HALL RENOVATION	239,805.16
		VENDOR TOTAL:	239,805.16
		DIVISION TOTAL:	409,723.19
		DEPARTMENT TOTAL:	411,768.19

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Check Approval Date of 03/24/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
2312-THOMSON WEST			
	204050	SUBSCRIPTION	774.76
		VENDOR TOTAL:	774.76
		DIVISION TOTAL:	774.76
		DEPARTMENT TOTAL:	774.76

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
5143-RYAN SCHROCK			
	204000	DRUG AND ALCOHOL TESTING	368.00
	204064	DRUG AND ALCOHOL TESTING	399.10
		VENDOR TOTAL:	767.10
1804-SIMPSON'S PRINTING			
	204063	PD TRADING CARDS	35.00
		VENDOR TOTAL:	35.00
4305-STERLING INFOSYSTEMS, INC			
	204132	BACK GROUND CHECKS	279.23
		VENDOR TOTAL:	279.23
		DIVISION TOTAL:	1,081.33
21-SAFETY			
2481-CAMPBELL COUNTY PUBLIC HEALTH			
	204116	RABIES IMMUNISATION FOR JOCELYN SAUGET	880.00
		VENDOR TOTAL:	880.00
1858-FIREMASTER DEPT 1019			
	204191	RECHARGE FIRE EXTINGUISHER	27.50
		VENDOR TOTAL:	27.50
		DIVISION TOTAL:	907.50
		DEPARTMENT TOTAL:	1,988.83

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
	55555-MISC EMPLOYEE VENDOR		
	204260	TUITION REMBURSEMENT	3,000.00
		VENDOR TOTAL:	3,000.00
		DIVISION TOTAL:	3,000.00
26-CUSTOMER SERVICE			
	1381-CITY OF GILLETTE		
	204201	PETTY CASH REIMBURSEMENT 3/12/26	0.49
		VENDOR TOTAL:	0.49
	1898-ONLINE UTILITY EXCHANGE		
	204018	UTILITY EXCHANGE REPORT	323.04
		VENDOR TOTAL:	323.04
	3369-POSTAL PROS SOUTHWEST INC		
	204019	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,493.50
	204020	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,597.19
	204021	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,734.82
	204022	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,920.47
	204186	PRINT & MAIL UTILTIY BILLS, REMINDS, DISCONNECTS	1,187.65
		VENDOR TOTAL:	8,933.63
		DIVISION TOTAL:	9,257.16
34-INFORMATION TECHNOLOGY			
	2944-ADOBE SYSTEMS INC		
	204112	ADOBE AI ASSISTANT FOR ENGINEERING	66.44
		VENDOR TOTAL:	66.44
	4893-ADVANCED NETWORK MANAGEMENT INC		
	204350	SITE FIREWALLS	49,408.12
		VENDOR TOTAL:	49,408.12
	4025-AGOSTO HOLDINGS, LLC		
	204043	GOOGLE VOICE	3,232.27
		VENDOR TOTAL:	3,232.27

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Check Approval Date of 03/24/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
1358-CENTURYLINK			
	204037	TELEPHONE SERVICE	2,864.77
		VENDOR TOTAL:	2,864.77
2625-CHARTER MEDIA			
	204113	INTERNET SERVICE	1,299.00
		VENDOR TOTAL:	1,299.00
4978-CIVICPLUS, LLC			
	204197	WEBISTE MONITORING	6,132.11
		VENDOR TOTAL:	6,132.11
1535-D & B POWER ASSOCIATES INC			
	204038	UPS MAINTENANCE	2,706.00
	204039	UPS MAINTENANCE	2,706.00
		VENDOR TOTAL:	5,412.00
5199-DEREK ELLIS			
	204418	IT * ACCESS CONTROL UPGRADE * MIKEP	45,654.00
		VENDOR TOTAL:	45,654.00
3515-ELEMECH INC			
	204041	ELEMECH PORTALOGIC MAINTENANCE	1,500.00
		VENDOR TOTAL:	1,500.00
1901-FRONTIER PRECISION INC			
	204042	TRIMBLE HARDWARE & SOFTWARE MAINTENANCE	7,794.00
		VENDOR TOTAL:	7,794.00
1969-GOVCONNECTION			
	204417	IT * STAND * CHERYL	174.54
		VENDOR TOTAL:	174.54
1823-ITRON INC			
	204196	ITRON	1,999.75
		VENDOR TOTAL:	1,999.75

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
2824-MAGNET FORENSICS USA, INC			
	204114	GRAYKEY	13,345.00
		VENDOR TOTAL:	13,345.00
4993-SMARSH INC.			
	204192	ADDITIONAL SMS ARCHIVE LICENSES	81.29
		VENDOR TOTAL:	81.29
1748-THAT EMBROIDERY PLACE			
	204044	UNIFORM SHIRT	40.16
		VENDOR TOTAL:	40.16
2222-VERIZON WIRELESS			
	204111	CELLULAR SERVICE	9,052.20
	204195	AVL DATA	1,901.20
		VENDOR TOTAL:	10,953.40
2247-VISIONARY COMMUNICATIONS			
	204040	INTERNET SERVICE	1,092.96
		VENDOR TOTAL:	1,092.96
		DIVISION TOTAL:	151,049.81
		DEPARTMENT TOTAL:	163,306.97

Expenditure Approval Report
Check Approval Date of 03/24/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
1381-CITY OF GILLETTE			
	204201	PETTY CASH REIMBURSEMENT 3/12/26	20.00
		VENDOR TOTAL:	20.00
1916-GALLS INC			
	204209	SRO BAGS	1,155.60
		VENDOR TOTAL:	1,155.60
1804-SIMPSON'S PRINTING			
	204063	PD TRADING CARDS	35.00
		VENDOR TOTAL:	35.00
		DIVISION TOTAL:	1,210.60
45-ANIMAL SHELTER			
1572-ARETE DESIGN GROUP			
	204211	ACO ADDITION	1,886.05
		VENDOR TOTAL:	1,886.05
5555-MISC EMPLOYEE VENDOR			
	204261	REIMBURSEMENT FOR TRAINING	25.50
		VENDOR TOTAL:	25.50
		DIVISION TOTAL:	1,911.55
		DEPARTMENT TOTAL:	3,122.15

Expenditure Approval Report
Check Approval Date of 03/24/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-CITY HALL BUILDING MAINTENANCE			
1040-ALSCO			
	203957	RUG CLEANING	22.92
	203961	RUG CLEANING	22.92
	203962	RUG CLEANING	53.29
	203963	RUG CLEANING	52.06
	203965	RUG CLEANING	68.64
	203971	RUG CLEANING	22.92
	203972	RUG CLEANING	52.06
	203973	RUG CLEANING	53.29
	203975	RUG CLEANING	68.64
	203980	RUG CLEANING	22.92
	203981	RUG CLEANING	52.06
	203982	RUG CLEANING	53.29
		VENDOR TOTAL:	545.01
4629-APEX MECHANICAL, LLC			
	204053	REMOVE OLD AIR COMPRESSOR AT CH MECH ROOM	2,689.80
	204120	REMOVE & REPLACE OLD LIGHT FIXTURES IN BOILER ROOM	549.76
	204121	MOVE AIR COMPRESSORS IN CH MAIN MECH ROOM	713.55
	204167	REPLACE WALL PACK NORTH SIDE CH	2,228.24
	204168	REPLACE EMERGENCY LIGHT IN CH BASEMENT	778.75
	204169	NEW OUTLET & DATA BOX IN ENG CONF ROOM	341.08
	204170	ADD OUTLETS IN CUSTOMER SERVICE	408.68
	204172	PUT DISPATCH RADIOS ON EMERGENCY POWER	164.46
		VENDOR TOTAL:	7,874.32
1397-COLLINS COMMUNICATIONS INC			
	204052	REPLACE FIRE PATHWAY IN CITY HALL BASEMENT	556.00
		VENDOR TOTAL:	556.00
1844-FARMER BROTHERS COMPANY			
	204060	COFFEE AT CITY HALL	70.26
		VENDOR TOTAL:	70.26

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-CITY HALL BUILDING MAINTENANCE			
1511-NORCO INC			
	204122	CITY HALL CUSTODIAL SUPPLIES	24.12
	204166	NEW VACUUM FOR CITY WEST	822.18
		VENDOR TOTAL:	846.30
1919-PAINTBRUSH SEWER & DRAIN			
	204055	CITY HALL REMODEL DUMPSTER	429.60
		VENDOR TOTAL:	429.60
2116-RAPID FIRE PROTECTION INC			
	204123	REPLACEMENT SPRINKLER HEADS AT WAREHOUSE	290.00
		VENDOR TOTAL:	290.00
2745-TEMPERATURE TECHNOLOGY, INC			
	204054	REPAIR CLERKS OFFICE DAV BOX	325.00
		VENDOR TOTAL:	325.00
		DIVISION TOTAL:	10,936.49
50-PUBLIC WORKS ADMIN			
4148-TERRY SJOLIN			
	204289	SCHEDULING FOR THE FIELDS	425.00
		VENDOR TOTAL:	425.00
		DIVISION TOTAL:	425.00
51-PARKS			
1040-ALSCO			
	203968	UNIFORM CLEANING	64.64
	203978	UNIFORM CLEANING	65.43
		VENDOR TOTAL:	130.07
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT			
	204046	ANTELOPE VALLEY PARK WATER	7.50
		VENDOR TOTAL:	7.50
3909-CRESTVIEW IMPROVEMENT & SERVICE DISTRICT			
	204047	CRESTVIEW PARK WATER	7.50
		VENDOR TOTAL:	7.50

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
51-PARKS			
5214-HEATHER SPRINGER			
	203999	CPR TRAINING	1,142.00
		VENDOR TOTAL:	1,142.00
5555-MISC EMPLOYEE VENDOR			
	204284	CDL LICENSE REIMBURSEMENT	46.08
		VENDOR TOTAL:	46.08
1511-NORCO INC			
	204048	EYEWASH FOR ENZI BALL FIELDS	27.82
		VENDOR TOTAL:	27.82
1919-PAINTBRUSH SEWER & DRAIN			
	204056	PORTA TOILETS	779.47
	204126	PORTA TOILETS	1,215.90
		VENDOR TOTAL:	1,995.37
1776-SCOTT BROTHERS INC			
	204115	BYPASS PHOTO CELL	115.00
		VENDOR TOTAL:	115.00
5219-TWISTED WIRE FENCING, LLC			
	204049	DALBEY BRIDGE FENCE AT HWY 59	5,683.50
		VENDOR TOTAL:	5,683.50
		DIVISION TOTAL:	9,154.84
53-FORESTRY			
5214-HEATHER SPRINGER			
	203999	CPR TRAINING	252.00
		VENDOR TOTAL:	252.00
1764-JLC SIGN SYSTEMS INC			
	204171	NAME PLATE	38.00
		VENDOR TOTAL:	38.00
		DIVISION TOTAL:	290.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
1040-ALSCO			
	203966	UNIFORM CLEANING	66.30
	203976	UNIFORM CLEANING	66.30
		VENDOR TOTAL:	132.60
3945-AMERICAN TRACK GENERATIONS LLC			
	204127	ENERGY PARK RAIL SPUR	766.20
		VENDOR TOTAL:	766.20
1264-MCM GENERAL CONTRACTORS			
	204286	ANNUAL TRENCHING AND BORING AG	7,871.00
		VENDOR TOTAL:	7,871.00
1919-PAINTBRUSH SEWER & DRAIN			
	204057	PORTA TOILETS	277.00
		VENDOR TOTAL:	277.00
2035-POWDER RIVER ENERGY CORPORATION			
	203933	ELECTRIC - SIGN LIGHTING HWY 50	43.77
	203935	ELECTRIC - WELCOME TO GILLETTE SIGN ON SHWY 59	46.87
	203936	ELECTRIC - SIGN LIGHTING HWY 14/16	45.42
		VENDOR TOTAL:	136.06
1802-SIMON CONTRACTORS			
	204125	ROAD BASE	445.50
		VENDOR TOTAL:	445.50
		DIVISION TOTAL:	9,628.36
		DEPARTMENT TOTAL:	30,434.69

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
60-ENGINEERING			
2179-TYLER TECHNOLOGIES INC			
	204193	DIGEPLAN IMPLMENTATION	900.00
	204194	DIGEPLAN IMPLMENTATION	3,375.00
		VENDOR TOTAL:	4,275.00
2406-XEROX CORPORATION			
	204036	MONTHLY METER READ	38.32
		VENDOR TOTAL:	38.32
		DIVISION TOTAL:	4,313.32
62-TRAFFIC SAFETY			
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	203986	CHANGE OUT LED BALL & CHECK TERMINATIONS	453.00
	203987	REPAIR SCHOOL LIGHTS	792.72
	203992	RADAR SIGN	397.00
	203993	LED FLASH SIGN NOT WORKING & RADAR SIGN	643.00
	203995	CHANGE OUT LED IN POLE, FIX SPLICE/NEW WIRE	981.50
	204203	FLAGGED LOCATION FOR VACTORING SIGNS	190.00
	204204	SCHOOL LIGHTS REPAIRS	648.00
		VENDOR TOTAL:	4,105.22
2336-TRAFFIC & PARKING CONTROL COMPANY			
	204448	LED Flashing Sign	2,992.50
		VENDOR TOTAL:	2,992.50
		DIVISION TOTAL:	7,097.72
		DEPARTMENT TOTAL:	11,411.04

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
65-PUBLIC AFFAIRS DEPARTMENT			
03-PUBLIC ACCESS			
1091-AVI SYSTEMS			
	204190	4K/60 HDMI TO HDMI SCALER	946.00
		VENDOR TOTAL:	946.00
		DIVISION TOTAL:	946.00
31-CITY CLERK/PRINT SHOP			
4555-ATLAS OFFICE PRODUCTS			
	204363	Paper and Supplies (For Dual Spectrum Process Copy	2,255.53
		VENDOR TOTAL:	2,255.53
1381-CITY OF GILLETTE			
	204201	PETTY CASH REIMBURSEMENT 3/12/26	42.00
		VENDOR TOTAL:	42.00
1482-NEWS RECORD			
	204161	FEBRUARY 2026 LEGAL ADVERTISING	8,428.65
		VENDOR TOTAL:	8,428.65
		DIVISION TOTAL:	10,726.18
65-PUBLIC AFFAIRS ADMINISTRATION			
1482-NEWS RECORD			
	204160	FEBRUARY 2026 ADVERTISING	1,718.08
		VENDOR TOTAL:	1,718.08
		DIVISION TOTAL:	1,718.08
		DEPARTMENT TOTAL:	13,390.26
		FUND TOTAL:	642,418.32

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1276-CAMPBELL COUNTY JOINT POWERS FIRE BOARD			
	204207	FY25/26 4TH QTR OPERATIONAL FUNDING	1,282,697.01
		VENDOR TOTAL:	1,282,697.01
1415-CONSOLIDATED ENGINEERS INC			
	204333	2026 ASPHALT POTHOLE REPAIR PR	6,391.50
	204339	NORTHLAND VILLAGE DRAINAGE IMP	3,648.00
		VENDOR TOTAL:	10,039.50
1559-DOWL LLC			
	204317	WESTOVER RETAINING WALL	9,557.75
	204318	WESTOVER RETAINING WALL	13,837.75
	204319	WESTOVER RETAINING WALL	20,306.25
		VENDOR TOTAL:	43,701.75
1684-DRM INC			
	204295	HERITAGE LIFT STATION REPLACEM	34,407.20
	204297	FOOTHILLS BOULEVARD DRAINAGE I	212,502.50
		VENDOR TOTAL:	246,909.70
5186-FALCON CONSTRUCTION, LLC			
	204128	6TH AND WARREN SURFACING	3,290.00
		VENDOR TOTAL:	3,290.00
1866-FIRST NORTHERN BANK OF WYOMING			
	204296	HERITAGE LIFT STATION REPLACEM	1,810.91
	204298	FOOTHILLS BOULEVARD DRAINAGE I	11,184.34
		VENDOR TOTAL:	12,995.25
1450-HDR ENGINEERING INC			
	204323	HERITAGE LIFT STATION REPLACEM	3,216.25
		VENDOR TOTAL:	3,216.25
1589-HOT IRON			
	204290	ECHETA ROAD RECONSTRUCTION	60,914.76
	204303	O'HARA DRIVE WATER MAIN	50,014.31
		VENDOR TOTAL:	110,929.07

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201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1754-KLJ ENGINEERING LLC			
	204328	REMINGTON DRAINAGE IMPROVEMENT	3,956.64
	204329	COTTONWOOD PARK DRAINAGE REPOR	1,733.41
	204331	BUTLER SPAETH & 6TH STREET SEW	1,866.34
	204337	O'HARA DRIVE WATER MAIN	7,980.15
	204345	WARREN AVE WATER MAIN REPLACEM	20,790.92
		VENDOR TOTAL:	36,327.46
1312-MORRISON MAIERLE INC			
	204324	FOOTHILLS DRAINAGE IMPROVEMENT	20,371.00
		VENDOR TOTAL:	20,371.00
4226-NATHAN G STEINER			
	204330	ANTELOPE VALLEY PLAYGROUND	6,187.46
		VENDOR TOTAL:	6,187.46
2563-PACIFIC HIDE & FUR DEPOT			
	204439	WESTERN TIE STEEL POLE * DAVID	1,464.27
		VENDOR TOTAL:	1,464.27
1958-PCA ENGINEERING INC			
	204325	ECHETA ROAD RECONSTRUCTION	2,544.70
	204326	2026 CHIP SEAL PROJECT	2,550.00
	204327	OAKCREST-KNOLLWOOD INTERSECTIO	425.10
	204332	ANNUAL CRACK SEALING PROJECT	7,257.50
	204336	IRRIGATION CENTRAL CONTROL PHA	855.50
		VENDOR TOTAL:	13,632.80
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	203984	NEW BATTERY BACKUP AT WESTOVER/BURMA	453.00
	203996	BATTERY MAINTENANCE BOXELDER/BUTLER SPAETH	5,096.64
	204205	BATTERY MAINTENANCE	13,450.36
		VENDOR TOTAL:	19,000.00

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1779-SECURITY STATE BANK			
	204291	ECHETA ROAD RECONSTRUCTION - R	3,206.04
	204304	O'HARA DRIVE WATER MAIN - RETA	2,632.33
		VENDOR TOTAL:	5,838.37
5216-STINSON CONSTRUCTION, LLC			
	204446	MONTANA BLUE ROCK: 2"-4" 11 1/2 LBS.	1,251.80
		VENDOR TOTAL:	1,251.80
2363-WWC ENGINEERING			
	204285	DALBEY IMPROVENT PLAN RELOCATE & INVESTIGATE	3,000.00
	204321	OVERDALE/OREGON SURFACING PROJ	3,859.00
	204334	FORCE ROAD R&O	3,019.50
	204343	COLLINS HEIGHTS WATER FITTING	13,382.25
		VENDOR TOTAL:	23,260.75
2432-WYOMING DEPT OF TRANSPORTATION			
	204129	SINCLAIR EXTENSION	730.50
		VENDOR TOTAL:	730.50
		DIVISION TOTAL:	1,841,842.94
		DEPARTMENT TOTAL:	1,841,842.94
		FUND TOTAL:	1,841,842.94

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
	3656-BAKER HUGHES, A GE COMPANY, LLC		
	204198	REPAIRS M-15	987.00
		VENDOR TOTAL:	987.00
	1228-BURNS AND MCDONNELL CORPORATION		
	204461	GILLETTE MADISON PIPELINE PROJ	18,962.76
		VENDOR TOTAL:	18,962.76
	1684-DRM INC		
	204310	GRWSP PRIORITY V (AIRPORT/MEAN	474,165.10
		VENDOR TOTAL:	474,165.10
	1866-FIRST NORTHERN BANK OF WYOMING		
	204311	GRWSP PRIORITY V (AIRPORT/MEAN	24,956.07
		VENDOR TOTAL:	24,956.07
	1589-HOT IRON		
	204305	GILLETTE REGIONAL WATER SUPPLY	15,015.57
		VENDOR TOTAL:	15,015.57
	1312-MORRISON MAIERLE INC		
	204338	GRWSP - PH 5 DISTRICT EXT	29,237.33
	204344	RED HILLS TANK PROJECT	7,185.00
		VENDOR TOTAL:	36,422.33
	4228-RMS INSTRUMENT & ELECTRICAL, LLC		
	203988	AMERICAN ROAD FIBER OPTIC	4,387.00
	203991	FIBER OPTIC MADISON WELLFIELD	4,241.00
	203994	AMERICAN ROAD FIBER OPTIC	906.00
		VENDOR TOTAL:	9,534.00
	1779-SECURITY STATE BANK		
	204306	GILLETTE REGIONAL WATER SUPPLY	790.29
		VENDOR TOTAL:	790.29
		DIVISION TOTAL:	580,833.12
		DEPARTMENT TOTAL:	580,833.12
		FUND TOTAL:	580,833.12

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
2406-XEROX CORPORATION			
	204131	MONTHLY METER READ	40.82
		VENDOR TOTAL:	40.82
		DIVISION TOTAL:	40.82
		DEPARTMENT TOTAL:	40.82
		FUND TOTAL:	40.82

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	Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
1040-ALSCO			
	203967	UNIFORM CLEANING	12.92
	203977	UNIFORM CLEANING	12.92
		VENDOR TOTAL:	25.84
2434-AMERICAN WELDING & GAS INC			
	204061	CYLINDER RENT	37.68
		VENDOR TOTAL:	37.68
3894-CAMPBELL COUNTY LANDFILL			
	204133	FEBRUARY 2026 LANDFILL CHARGES	65,926.50
		VENDOR TOTAL:	65,926.50
2303-WESTERN WASTE SOLUTIONS INC			
	204162	FEBRUARY 2026 RECYCLING	5,990.00
	204163	FEBRUARY 2026 3 YARD DUMPSTER	97.00
		VENDOR TOTAL:	6,087.00
		DIVISION TOTAL:	72,077.02
		DEPARTMENT TOTAL:	72,077.02
		FUND TOTAL:	72,077.02

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1381-CITY OF GILLETTE			
	204130	BULK CONSTRUCTION WATER	245.43
		VENDOR TOTAL:	245.43
2852-CORE & MAIN			
	204395	WATER * KERF CUTTER * MIKE J	3,957.40
		VENDOR TOTAL:	3,957.40
4864-EDI MENDOZA			
	203998	CONCRETE REPAIRS	16,992.83
	204189	CONCRETE REPAIR	38,250.00
		VENDOR TOTAL:	55,242.83
5073-ENERFLEX ENERGY SYSTEMS, INC			
	204003	GENERATOR REPAIRS	11,891.67
		VENDOR TOTAL:	11,891.67
1792-ENERGY LABORATORIES INC			
	204005	TESTING	472.20
		VENDOR TOTAL:	472.20
1422-GILLETTE CONTRACTORS SUPPLY INC			
	204384	WATER * 36" PARTS LIST * COOPER	852.88
		VENDOR TOTAL:	852.88
4895-HD SUPPLY INC			
	204173	CHEMICALS	723.16
		VENDOR TOTAL:	723.16
1450-HDR ENGINEERING INC			
	204322	30" MADISON WATERLINE REPAIR	5,968.00
	204342	PUMP STATION #1 UPGRADES - DES	42,772.46
	204347	MADISON LINE CATHODIC PROTECTI	4,180.24
	204348	MADISON LINE CATHODIC PROTECTI	2,242.50
		VENDOR TOTAL:	55,163.20

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1589-HOT IRON			
	204012	MADISON CASING REPAIR	71,000.00
		VENDOR TOTAL:	71,000.00
3545-INTERMOUNTAIN MOTOR SALES INC			
	204421	WATER - M10 MOTOR REBUILD * COOPER	6,112.40
		VENDOR TOTAL:	6,112.40
1511-NORCO INC			
	204015	PARTS	47.49
		VENDOR TOTAL:	47.49
2035-POWDER RIVER ENERGY CORPORATION			
	203938	ELECTRIC - FORCE RD STORAGE BLDG	145.00
	203939	ELECTRIC - CPS #2	56.35
	203940	ELECTRIC - CPS #3	50.06
	203941	ELECTRIC - MADISON REHAB CPS #4	44.84
	203942	ELECTRIC - MADISON REHAB CPS #7	53.83
	203943	ELECTRIC - BENNOR ESTATES	114.85
	203944	ELECTRIC - OVERBROOK	109.05
	203945	ELECTRIC - RAFTER D	139.23
	203946	ELECTRIC - SOUTHFORK	136.90
	203947	ELECTRIC - COOK RD	150.73
	203948	ELECTRIC - FORCE RD JOINT POWERS BOARD	138.94
	203949	ELECTRIC - SERVICE CONTROL BUILDING	112.54
	203950	ELECTRIC - 8 MILE WATER SYSTEM	93.20
	203951	ELECTRIC - ROZET RANCHETTES WATER SYSTEM	211.95
	203952	ELECTRIC - WATER CONTROL BLDG MEADOW SPRINGS	279.36
	203953	ELECTRIC - WATER CONTROL BLDG AMERICAN RD	178.78
	203954	ELECTRIC - WATER CONTROL BLDG FREEDOM HILLS	291.55
	203955	ELECTRIC - WATER CONTROL BLDG RED TAIL/FOX TAIL	241.45
		VENDOR TOTAL:	2,548.61

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
3690-PRO WINDMILL INC			
	204004	PEST SPRAYING AT MADISON PUMP STATION	250.00
		VENDOR TOTAL:	250.00
3228-PROJECT WORKS LLC			
	204002	PARTS	664.82
	204016	PARTS	206.52
		VENDOR TOTAL:	871.34
2554-QUALITY AGG AND CONSTRUCTION INC			
	204176	J-BASE	915.08
		VENDOR TOTAL:	915.08
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	203989	E-ELIMINATE FIBER VALULT AT PS1	6,577.00
	204206	E-SOFT WELL #25	1,637.75
		VENDOR TOTAL:	8,214.75
1802-SIMON CONTRACTORS			
	204006	ROAD BASE	2,172.23
	204007	ROAD BASE	1,756.97
	204008	ROAD BASE	2,132.96
	204009	ROAD BASE	1,288.89
	204010	ROAD BASE	851.03
	204011	ROAD BASE	429.16
	204174	ROAD BASE	1,747.94
	204175	ROAD BASE AT PINE RIDGE	509.44
		VENDOR TOTAL:	10,888.62
4406-TWIN PEAKS PUMP & SUPPLY, INC			
	204449	WATER * 36" MADISON * COOPER	972.00
		VENDOR TOTAL:	972.00
		DIVISION TOTAL:	230,369.06
		DEPARTMENT TOTAL:	230,369.06

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FUND TOTAL:	230,369.06
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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
	1858-FIREMASTER DEPT 1019		
	204187	TAGS FOR FIRE EXTINGUISHERS	37.50
		VENDOR TOTAL:	37.50
1264-MCM GENERAL CONTRACTORS			
	204287	ANNUAL TRENCHING AND BORING AG	43,411.00
	204346	ANNUAL TRENCHING AND BORING AG	39,598.69
		VENDOR TOTAL:	83,009.69
	2198-STUART C. IRBY CO		
	204188	RUBBER GLOVE TESTING	1,482.17
		VENDOR TOTAL:	1,482.17
		DIVISION TOTAL:	84,529.36
		DEPARTMENT TOTAL:	84,529.36
		FUND TOTAL:	84,529.36

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
5062-AIRGAS USA, LLC			
	204035	WELDING GAS	211.27
		VENDOR TOTAL:	211.27
1040-ALSCO			
	203964	UNIFORM CLEANNG	201.99
	203974	UNIFORM CLEANING	206.73
	203983	UNIFORM CLEANING	206.66
		VENDOR TOTAL:	615.38
1077-ARCHITECTURAL SPECIALTIES LLC			
	204028	REPAIRS	2,794.64
		VENDOR TOTAL:	2,794.64
1082-ARROW PRINTING AND GRAPHICS INC			
	204208	SEPTAGE DISPOSAL	149.00
		VENDOR TOTAL:	149.00
4555-ATLAS OFFICE PRODUCTS			
	204363	Paper and Supplies (For Dual Spectrum Process Copy	447.96
		VENDOR TOTAL:	447.96
3904-CBH CO-OP			
	204373	WASTEWATER * DIESEL * BRETT	2,233.66
		VENDOR TOTAL:	2,233.66
1522-CUES INC			
	204031	PARTS	623.03
		VENDOR TOTAL:	623.03
1792-ENERGY LABORATORIES INC			
	204024	TESTING	77.70
	204025	TESTING	105.60
	204026	TESTING	34.80
	204029	TESTING	162.30
	204199	TESTING	51.60
	204200	TESTING	105.60

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1792-ENERGY LABORATORIES INC			
	204202	TESTING	34.80
		VENDOR TOTAL:	572.40
1999-HAWKINS INC			
	204027	CHEMICALS	19,594.00
		VENDOR TOTAL:	19,594.00
1450-HDR ENGINEERING INC			
	204313	WWTP PHASE II PROJECTS	9,783.75
	204314	WWTP PHASE II PROJECTS	9,119.59
	204320	WWTF HEADWORKS IMPROVEMENTS PR	8,807.50
		VENDOR TOTAL:	27,710.84
1549-HILLCREST SPRING WATER INC			
	204030	DISTILLED WATER	187.50
		VENDOR TOTAL:	187.50
1589-HOT IRON			
	204051	ANTELOPE VALLEY SEWER REPAIRS	29,464.94
	204117	SEPTAGE RECEIVING PIPE IMPROVEMENTS	14,900.00
	204118	REPAIR SAN-SEWER SERVICE AT 1208 TURKEY TRACK	20,484.50
	204293	BOXELDER LIFT STATION IMPROVEM	2,288.59
		VENDOR TOTAL:	67,138.03
4239-JOSE GUERRERO			
	204065	RAS PROJECT PIPE FABRICATION AND INSTALL	40,495.00
	204066	RAS PROJECT SPOOL FABRICATION AND INSTALL	7,390.65
		VENDOR TOTAL:	47,885.65
4460-MATCOR, INC			
	204158	BOXELDER LIFT STATION IMPROVEMENTS	7,685.06
		VENDOR TOTAL:	7,685.06

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
2035-POWDER RIVER ENERGY CORPORATION			
	203931	ELECTRIC - GIL SEWAGE MTR STA	78.01
	203932	ELECTRIC - GIL EASTSIDE GURLEY LIFT	1,186.35
		VENDOR TOTAL:	1,264.36
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
	204023	HVAC REPAIRS	450.00
	204034	HVAC REPAIRS	450.00
		VENDOR TOTAL:	900.00
2116-RAPID FIRE PROTECTION INC			
	204033	INSPECTION AND TESTING	680.00
		VENDOR TOTAL:	680.00
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	203990	WASTE WATER ENERGY BUILDING GENCON	2,100.44
	203997	E-WASTE WATER RAZ BUILDING FLOW ME	3,650.71
		VENDOR TOTAL:	5,751.15
1779-SECURITY STATE BANK			
	204294	BOXELDER LIFT STATION IMPROVEM	120.45
		VENDOR TOTAL:	120.45
2342-TRI-STATE INDUSTRIES INC			
	204212	INSULATE LINES FOR REMOVABLE COVERS	1,716.62
		VENDOR TOTAL:	1,716.62
2406-XEROX CORPORATION			
	204032	MONTHLY METER READ	38.32
		VENDOR TOTAL:	38.32
		DIVISION TOTAL:	188,319.32
		DEPARTMENT TOTAL:	188,319.32
		FUND TOTAL:	188,319.32

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1040-ALSCO			
	203956	RUG CLEANING	68.64
	203958	RUG CLEANING	52.06
	203959	RUG CLEANING	53.29
	203960	RUG CLEANING	68.64
		VENDOR TOTAL:	242.63
4550-BIGHORN MOUNTAIN ELECTRIC LLC			
	204124	REPLACE LIGTING IN HEATED VEHICLE STORAGE	2,860.34
		VENDOR TOTAL:	2,860.34
5204-CORBY SHIELDS			
	204059	REPAIR CITY WEST VAV 3-18	995.62
		VENDOR TOTAL:	995.62
1919-PAINTBRUSH SEWER & DRAIN			
	204058	VAC OUT WASH BAY SUMPS	1,650.00
		VENDOR TOTAL:	1,650.00
		DIVISION TOTAL:	5,748.59
		DEPARTMENT TOTAL:	5,748.59
		FUND TOTAL:	5,748.59

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1447-ANIXTER POWER SOLUTIONS			
	204351	ELECTRICAL INVENTORY * WESTERN TIE PROJECT * MICK	5,922.50
	204352	ELECTRICAL INVENTORY	3,869.00
	204353	ELECTRICAL WAREHOUSE INVENTORY	2,211.60
	204354	ELECTRICAL WAREHOUSE INVENTORY	2,143.25
	204355	ELECTRICAL WAREHOUSE INVENTORY	2,670.00
	204356	ELECTRICAL WAREHOUSE INVENTORY	4,200.00
	204358	ELECTRICAL INVENTORY	2,292.70
	204359	ELECTRICAL WAREHOUSE INVENTORY	232.00
	204360	ELECTRICAL INVENTORY	986.16
		VENDOR TOTAL:	24,527.21
1197-BORDER STATES ELECTRIC			
	204368	ELECTRICAL INVENTORY	27,129.60
	204369	ELECTRICAL INVENTORY	15,260.40
	204370	ELECTRICAL INVENTORY	235.00
	204371	ELECTRICAL INVENTORY	592.92
		VENDOR TOTAL:	43,217.92
2852-CORE & MAIN			
	204391	WATER INVENTORY	21,365.28
	204393	WATER INVENTORY	53,413.20
	204394	WATER INVENTORY	1,335.30
	204396	WATER WAREHOUSE INVENTORY	1,057.24
		VENDOR TOTAL:	77,171.02
1464-CRESCENT ELECTRIC SUPPLY			
	204397	ELECTRICAL INVENTORY	1,293.56
		VENDOR TOTAL:	1,293.56
1519-CRUM ELECTRIC SUPPLY COMPANY			
	204398	ELECTRICAL WAREHOUSE INVENTORY	313.20
	204399	ELECTRICAL INVENTORY	18.40
	204400	ELECTRICAL INVENTORY	1,761.00

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1519-CRUM ELECTRIC SUPPLY COMPANY			
	204401	ELECTRICAL INVENTORY	36.80
	204402	ELECTRICAL WAREHOUSE INVENTORY	568.35
	204403	ELECTRICAL WAREHOUSE INVENTORY	103.05
	204404	ELECTRICAL WAREHOUSE INVENTORY	170.00
	204405	ELECTRICAL WAREHOUSE INVENTORY	549.60
		VENDOR TOTAL:	3,520.40
5205-FERGUSON US HOLDINGS, INC			
	204406	WATER WAREHOUSE INVENTORY	148.00
	204407	WATER INVENTORY	5,394.00
	204408	WATER WAREHOUSE INVENTORY	769.73
		VENDOR TOTAL:	6,311.73
1870-FLAGSHOOTER LLC			
	204410	ELECTRICAL INVENTORY	167.07
	204411	ELECTRICAL WAREHOUSE INVENTORY	1,010.00
		VENDOR TOTAL:	1,177.07
1422-GILLETTE CONTRACTORS SUPPLY INC			
	204376	WATER WAREHOUSE INVENTORY	156.88
	204377	WATER INVENTORY	358.44
	204378	WATER INVENTORY	358.44
	204379	WATER WAREHOUSE INVENTORY	232.20
	204380	WATER WAREHOUSE INVENTORY	310.16
	204381	WATER WAREHOUSE INVENTORY	158.40
	204382	WASTE WATER INVENTORY	1,503.00
	204383	ELECTRICAL WAREHOUSE INVENTORY	170.33
	204385	ELECTRICAL INVENTORY	116.16
	204386	PARKS INVENTORY	14.64
	204387	WATER INVENTORY	187.68
	204388	WATER INVENTORY	180.00
	204389	WATER WAREHOUSE INVENTORY	348.00

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1422-GILLETTE CONTRACTORS SUPPLY INC			
	204390	WATER WAREHOUSE INVENTORY	296.96
		VENDOR TOTAL:	4,391.29
4906-LN CURTIS & SONS			
	204426	PD INVENTORY * NEW ITEMS	1,451.40
		VENDOR TOTAL:	1,451.40
1479-NEWMAN SIGNS INC			
	204428	TRAFFIC INVENTORY	617.60
		VENDOR TOTAL:	617.60
1511-NORCO INC			
	204430	ELECTRICAL INVENTORY	41.30
	204431	ELECTRICAL INVENTORY	26.04
	204432	ELECTRICAL WAREHOUSE INVENTORY	41.78
	204433	ELECTRICAL WAREHOUSE INVENTORY	24.99
	204437	ELECTRICAL WAREHOUSE INVENTORY	35.39
		VENDOR TOTAL:	169.50
5213-PARTSONE WYOSD LLC			
	204440	VEHICLE MAINTANCE WAREHOUSE	85.68
	204441	VEHICLE MAINTANCE WAREHOUSE	41.94
	204442	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	33.76
		VENDOR TOTAL:	161.38
4424-TMMI, LLC			
	204447	ELECTRICAL WAREHOUSE INVENTORY	25,726.50
		VENDOR TOTAL:	25,726.50
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO			
	204450	ELECTRICAL INVENTORY	26.37
	204451	ELECTRICAL INVENTORY	314.70
	204452	ELECTRICAL WAREHOUSE INVENTORY	17.62
	204453	VEHICLE MAINTANCE WAREHOUSE	124.69

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603-WAREHOUSE FUND					
00-UNDEFINED					
00-UNDEFINED					
				VENDOR TOTAL:	483.38
2289-WESCO DISTRIBUTION INC					
		204454	ELECTRICAL INVENTORY		28,182.40
		204455	ELECTRICAL WAREHOUSE INVENTORY		447.10
		204456	ELECTRICAL WAREHOUSE INVENTORY		1,680.00
		204457	ELECTRICAL INVENTORY		2,588.00
				VENDOR TOTAL:	32,897.50
2410-XYLEM WATER SOLUTIONS USA INC					
		204460	WASTE WATER INVENTORY		4,985.00
				VENDOR TOTAL:	4,985.00
				DIVISION TOTAL:	228,102.46
				DEPARTMENT TOTAL:	228,102.46

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	203970	RUG CLEANING	33.18
	203979	RUG CLEANING	33.18
	204215	RUG CLEANING	33.18
		VENDOR TOTAL:	99.54
2263-WASTE CONNECTIONS OF WYOMING			
	204013	WARLOW YARD TRASH	1,222.04
		VENDOR TOTAL:	1,222.04
		DIVISION TOTAL:	1,321.58
		DEPARTMENT TOTAL:	1,321.58
		FUND TOTAL:	229,424.04

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
4213-BEAR COMMUNICATIONS INC			
	204366	VM	304.00
		VENDOR TOTAL:	304.00
3904-CBH CO-OP			
	204372	VM * DIESEL * JEREMY	30,273.70
		VENDOR TOTAL:	30,273.70
1397-COLLINS COMMUNICATIONS INC			
	204375	VM INVENTORY	250.80
		VENDOR TOTAL:	250.80
4128-GROSSENBURG IMPLEMENT INCORPORATED			
	204419	VM INVENTORY	318.56
		VENDOR TOTAL:	318.56
1575-HOMAX OIL			
	204420	VM * GASOLINE * JEREMY	25,641.57
		VENDOR TOTAL:	25,641.57
3398-JACK'S TRUCK CENTER INC			
	204413	VM INVENTORY	231.61
	204414	VM INVENTORY	90.88
	204415	VM INVENTORY	181.76
	204416	VM INVENTORY	216.49
		VENDOR TOTAL:	720.74
5130-JENNER EQUIPMENT CO			
	204422	VM INVENTORY	98.51
	204423	VM INVENTORY	98.51
	204424	VM INVENTORY	211.23
		VENDOR TOTAL:	408.25
4462-JOE JOHNSON EQUIPMENT, LLC			
	204425	VM INVENTORY	309.87
		VENDOR TOTAL:	309.87

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604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
5213-PARTSONE WYOSD LLC			
	204443	VM INVENTORY	20.58
VENDOR TOTAL:			20.58
DIVISION TOTAL:			58,248.07
DEPARTMENT TOTAL:			58,248.07

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
3622-ABSOLUTE AUTO, LLC			
	204086	PARTS	14.99
	204224	PARTS	350.00
		VENDOR TOTAL:	364.99
4357-ACTION LOCK & KEY LLC			
	204109	KEYS	22.00
		VENDOR TOTAL:	22.00
1040-ALSCO			
	203969	UNIFORM CLEANING	143.51
	204213	UNIFORM CLEANING	143.51
	204214	UNIFORM CLEANING	143.51
		VENDOR TOTAL:	430.53
1041-ALTEC INDUSTRIES INC			
	204101	PARTS	896.16
	204149	REPAIRS	714.24
		VENDOR TOTAL:	1,610.40
1167-BIG HORN TIRE INC			
	204098	TIRES	513.96
	204099	TIRES	879.28
	204231	TIRES	1,797.00
		VENDOR TOTAL:	3,190.24
1171-BIGHORN HYDRAULICS INC			
	204100	PARTS	32.55
	204221	PARTS	19.65
		VENDOR TOTAL:	52.20
1178-BJ NELSON/NELSON AUTO GLASS			
	204103	WINDSHIELD REPAIRS	65.00
		VENDOR TOTAL:	65.00

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
4292-CAR-KNACK INC			
	204106	SEAT COVERS	257.50
	204107	INTERIOR DETAIL	165.00
		VENDOR TOTAL:	422.50
1381-CITY OF GILLETTE			
	204201	PETTY CASH REIMBURSEMENT 3/12/26	75.00
		VENDOR TOTAL:	75.00
1860-FIRST CLASS AUTO			
	204216	VEHICLE REPAIRS	2,157.53
		VENDOR TOTAL:	2,157.53
4985-GILLETTE STEEL CENTER			
	204151	FLAT IRON	62.90
	204222	METAL	3,081.00
		VENDOR TOTAL:	3,143.90
2645-GREINER MOTOR COMPANY			
	204097	PARTS	182.85
	204134	PARTS	229.22
	204135	PARTS	866.88
	204136	PARTS	203.55
	204137	PATS	781.81
	204240	PARTS	1,224.80
	204241	PARTS	1,224.80
	204242	PARTS	145.60
		VENDOR TOTAL:	4,859.51
4128-GROSSENBURG IMPLEMENT INCORPORATED			
	204150	PARTS	61.33
		VENDOR TOTAL:	61.33
1575-HOMAX OIL			
	204217	DEF FLUID	402.00
		VENDOR TOTAL:	402.00

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
5050-HUGHES FIRE EQUIPMENT, INC.			
	204232	PARTS	1,672.52
		VENDOR TOTAL:	1,672.52
5093-INTERSTATE POWER SYSTEMS INC			
	204223	REPAIRS	2,887.36
		VENDOR TOTAL:	2,887.36
3398-JACK'S TRUCK CENTER INC			
	204080	RETURN PARTS	-216.00
	204081	PARTS	39.45
	204082	PARTS	597.70
	204083	PARTS	307.85
	204084	PARTS	30.10
	204085	PARTS	350.04
	204148	REPAIRS	5,464.19
	204225	PARTS	55.91
	204226	PARTS	146.85
	204227	PARTS	252.90
	204228	PARTS	82.57
		VENDOR TOTAL:	7,111.56
5130-JENNER EQUIPMENT CO			
	204087	PARTS	1,148.70
	204088	PARTS	81.42
	204089	PARTS	297.62
	204090	PARTS	1,532.97
	204229	PARTS	379.08
		VENDOR TOTAL:	3,439.79
1758-KAREN'S DELIVERY SERVICE			
	204110	DELIVER PARTS FROM JENNER EQUIP	55.00
		VENDOR TOTAL:	55.00

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
55555-MISC EMPLOYEE VENDOR			
	204263	FY25/26 3RD QTR TOOL ALLOWANCE	300.00
	204264	FY25/26 3RD QTR TOOL ALLOWANCE	300.00
	204265	FY25/26 3RD QTR TOOL ALLOWANCE	300.00
	204266	FY25/26 3RD QTR TOOL ALLOWANCE	300.00
		VENDOR TOTAL:	1,200.00
1482-NEWS RECORD			
	204161	FEBRUARY 2026 LEGAL ADVERTISING	762.30
		VENDOR TOTAL:	762.30
1511-NORCO INC			
	204102	FIRST AID KIT	224.04
	204145	OXYGEN	37.73
	204147	FIRST AID KIT	74.68
		VENDOR TOTAL:	336.45
5213-PARTSONE WYOSD LLC			
	204067	PARTS	29.37
	204068	PARTS	26.93
	204070	PARTS	2.90
	204071	PARTS	129.14
	204072	PARTS	70.09
	204073	PARTS	16.88
	204074	PARTS	13.33
	204075	PARTS	17.50
	204078	PARTS	54.35
	204144	PARTS	54.32
	204244	PARTS	134.04
	204245	PARTS	14.42
	204246	PARTS	10.91
	204247	PARTS	168.29
	204249	PARTS	6.86

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
5213-PARTSONE WYOSD LLC			
	204250	PARTS	304.08
	204251	PARTS	95.78
	204252	RETURN PARTS	-36.00
	204253	PARTS	20.43
	204254	PARTS	11.23
	204255	PARTS	22.58
	204256	PARTS	435.57
	204257	PARTS	43.47
	204258	PARTS	11.82
	204259	PARTS	0.24
		VENDOR TOTAL:	1,658.53
4967-RDO EQUIPMENT CO			
	204220	PARTS	291.31
		VENDOR TOTAL:	291.31
4358-RECREATIONAL ELECTRICAL, LLC			
	204243	PARTS	45.00
		VENDOR TOTAL:	45.00
2315-THUNDER BASIN FORD LLC			
	204091	PARTS	23.70
	204092	PARTS	149.09
	204093	PARTS	61.24
	204094	ALIGNMENT	100.00
	204095	REPAIRS	3,849.53
	204157	REPAIRS	97.75
	204233	PARTS	248.51
	204234	PARTS	70.68
	204235	PARTS	44.13
	204236	PARTS	40.71
	204237	PARTS	419.14

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2315-THUNDER BASIN FORD LLC			
	204238	PARTS	32.58
	204239	PARTS	18.53
		VENDOR TOTAL:	5,155.59
5019-TRANSOURCE TRUCK & EQUIPMENT			
	204153	REPAIRS	7,715.06
	204154	REPAIRS	7,650.57
		VENDOR TOTAL:	15,365.63
2309-WHITE'S FRONTIER MOTORS			
	204096	PARTS	57.23
		VENDOR TOTAL:	57.23
2385-WYOMING MACHINERY CO			
	204104	PARTS	45.00
	204105	PARTS	220.61
		VENDOR TOTAL:	265.61
		DIVISION TOTAL:	57,161.01
37-VEHICLE REPLACEMENT			
3622-ABSOLUTE AUTO, LLC			
	204155	PARTS	12.35
		VENDOR TOTAL:	12.35
1447-ANIXTER POWER SOLUTIONS			
	204357	WATER * TOOLBOX * BRANDON	707.31
		VENDOR TOTAL:	707.31
4292-CAR-KNACK INC			
	204152	HITCH	461.51
		VENDOR TOTAL:	461.51
2677-CENTRAL TRUCK & DIESEL INC			
	204374	NEW DIESEL 4X4 ENCLOSED CAB UTILITY VEHICLE	27,820.21
		VENDOR TOTAL:	27,820.21

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
37-VEHICLE REPLACEMENT			
4959-ENERGY AQUITION			
	204230	PARTS	82.64
		VENDOR TOTAL:	82.64
3398-JACK'S TRUCK CENTER INC			
	204412	REFUSE TRUCK	460,524.00
		VENDOR TOTAL:	460,524.00
4987-LAWSON PRODUCTS, INC.			
	204108	PARTS	461.97
	204156	PARTS	879.24
	204219	PARTS	229.54
		VENDOR TOTAL:	1,570.75
1511-NORCO INC			
	204146	FEBRUARY 2026 CYLINDER RENT	39.48
		VENDOR TOTAL:	39.48
5213-PARTSONE WYOSD LLC			
	204069	PARTS	37.65
	204077	PARTS	17.95
	204079	PARTS	47.00
	204139	PARTS	7.20
	204140	PARTS	44.34
	204141	PARTS	52.20
	204142	PARTS	152.84
	204143	PARTS	2.58
	204248	PARTS	24.61
		VENDOR TOTAL:	386.37
		DIVISION TOTAL:	491,604.62
		DEPARTMENT TOTAL:	548,765.63
		FUND TOTAL:	607,013.70

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	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1572-ARETE DESIGN GROUP			
	204119	CITY WEST ROOF REPLACEMENT	4,058.75
	204218	CITY WEST ROOF REPLACEMENT	6,763.88
		VENDOR TOTAL:	10,822.63
1427-MUSCO SPORTS LIGHTING LLC			
	204427	WARM * ECSC LIGHT REPAIR * CHRISTINA	6,425.00
		VENDOR TOTAL:	6,425.00
2260-WARM			
	204001	PROPERTY ASSESSMENT FOR 25/26-PRORATED 3-6/26	13,663.18
		VENDOR TOTAL:	13,663.18
		DIVISION TOTAL:	30,910.81
		DEPARTMENT TOTAL:	30,910.81
		FUND TOTAL:	30,910.81
		GRAND TOTAL:	4,513,527.10

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
	3379-BLACK HILLS ENERGY		
	203867	GA LINE TO PUMP STATION #3	3,396.29
		VENDOR TOTAL:	3,396.29
	5217-DAWN FRANKLIN		
	203864	TEMPORARY CONSTRUCTION EASEMENT	2,214.30
		VENDOR TOTAL:	2,214.30
	2643-EMILY C. VALORA		
	203866	TEMPORARY CONSTRUCTION EASEMENT	1,755.00
		VENDOR TOTAL:	1,755.00
	2713-KEVIN B. DALE		
	203865	TEMPORARY CONSTRUCTION EASEMENT	4,495.70
		VENDOR TOTAL:	4,495.70
		DIVISION TOTAL:	11,861.29
		DEPARTMENT TOTAL:	11,861.29
		FUND TOTAL:	11,861.29

Expenditure Approval Report
Check Approval Date of 02/26/2026



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
		2432-WYOMING DEPT OF TRANSPORTATION	
	203863	TRANSFER PLATE	2.00
		VENDOR TOTAL:	2.00
		DIVISION TOTAL:	2.00
		DEPARTMENT TOTAL:	2.00
		FUND TOTAL:	2.00
		GRAND TOTAL:	11,863.29

Expenditure Approval Report
Check Approval Date of 02/27/2026



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
37-VEHICLE REPLACEMENT			
2645-GREINER MOTOR COMPANY			
	203895	NEW F350 4X4 SUPER DUTY EXT CAB & CHASSIS - ES	57,232.00
	203896	NEW F550 4X4 SUPER DUTY EXT CAB CONTRACTOR BODY	78,803.00
		VENDOR TOTAL:	136,035.00
		DIVISION TOTAL:	136,035.00
		DEPARTMENT TOTAL:	136,035.00
		FUND TOTAL:	136,035.00
		GRAND TOTAL:	136,035.00

Expenditure Approval Report
Check Approval Date of 03/04/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
	5064-RVE, INC		
	203906	ECSC PHASE 2 RECON REPORT	6,443.75
		VENDOR TOTAL:	6,443.75
		DIVISION TOTAL:	6,443.75
		DEPARTMENT TOTAL:	6,443.75

Expenditure Approval Report
Check Approval Date of 03/04/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
61-BUILDING INSPECTION			
1723-INTERNATIONAL CODE COUNCIL INC			
	203905	PREMIUM COMPLETE 1 YEAR (DIGITAL CODES PREMIUM)	1,350.00
		VENDOR TOTAL:	1,350.00
		DIVISION TOTAL:	1,350.00
		DEPARTMENT TOTAL:	1,350.00
		FUND TOTAL:	7,793.75

Expenditure Approval Report
Check Approval Date of 03/04/2026



	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
	1114-LONG'S PLUMBING & HEATING INC		
	203903	20234 WATER MAIN INTERCONNECT LINE REPAIRS	520.00
		VENDOR TOTAL:	520.00
	2363-WWC ENGINEERING		
	203904	2025 ROHAN DRAINAGE * DESIGN	175.00
		VENDOR TOTAL:	175.00
		DIVISION TOTAL:	695.00
		DEPARTMENT TOTAL:	695.00
		FUND TOTAL:	695.00

Expenditure Approval Report
Check Approval Date of 03/04/2026



	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
	5176-FLOWPOINT ENVIRONMENTAL SYSTEMS INC.		
	203908	REPLACEMENT BULK WATER TERMINALS	73,104.61
		VENDOR TOTAL:	73,104.61
		DIVISION TOTAL:	73,104.61
		DEPARTMENT TOTAL:	73,104.61
		FUND TOTAL:	73,104.61

Expenditure Approval Report
Check Approval Date of 03/04/2026



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2432-WYOMING DEPT OF TRANSPORTATION			
	203907	NEW PLATE FOR TRAILER	10.00
		VENDOR TOTAL:	10.00
		DIVISION TOTAL:	10.00
		DEPARTMENT TOTAL:	10.00
		FUND TOTAL:	10.00
		GRAND TOTAL:	81,603.36

Expenditure Approval Report
Check Approval Date of 03/05/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
4025-AGOSTO HOLDINGS, LLC			
	203911	EXTRA GOOGLE WORKSPACE ARCHIVED USER LICENSES	431.00
		VENDOR TOTAL:	431.00
		DIVISION TOTAL:	431.00
		DEPARTMENT TOTAL:	431.00
		FUND TOTAL:	431.00
		GRAND TOTAL:	431.00

Expenditure Approval Report
Check Approval Date of 03/09/2026



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
		2036-POWDER RIVER HEATING & CONDITIONING CORPORATION	
	203914	RETAINAGE RELEASE	18,796.34
		VENDOR TOTAL:	18,796.34
		DIVISION TOTAL:	18,796.34
		DEPARTMENT TOTAL:	18,796.34
		FUND TOTAL:	18,796.34
		GRAND TOTAL:	18,796.34

Expenditure Approval Report
Check Approval Date of 03/13/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-CITY HALL BUILDING MAINTENANCE			
2741-WYOMING DEPARTMENT OF AGRICULTURE			
	203930	CERTIFIED POOL OPERATOR TRAINING	390.00
		VENDOR TOTAL:	390.00
		DIVISION TOTAL:	390.00
		DEPARTMENT TOTAL:	390.00
		FUND TOTAL:	390.00
		GRAND TOTAL:	390.00

Expenditure Approval Report
Check Approval Date of 02/28/2026



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2493-BLACK HILLS POWER & LIGHT			
	203909	JANUARY 2026 TRANSMISSION	213,638.54
		VENDOR TOTAL:	213,638.54
		DIVISION TOTAL:	213,638.54
		DEPARTMENT TOTAL:	213,638.54
		FUND TOTAL:	213,638.54

Expenditure Approval Report
Check Approval Date of 02/28/2026



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
4166-WYOMING GOVERNMENT INVESTMENT FUND			
	203915	TRANSFER SEWER CASH	23,074.71
		VENDOR TOTAL:	23,074.71
		DIVISION TOTAL:	23,074.71
		DEPARTMENT TOTAL:	23,074.71
		FUND TOTAL:	23,074.71

Expenditure Approval Report
Check Approval Date of 02/28/2026



	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
4166-WYOMING GOVERNMENT INVESTMENT FUND			
	203910	TRANSFER EXCESS HEALTH FUND CASH	500,000.12
		VENDOR TOTAL:	500,000.12
		DIVISION TOTAL:	500,000.12
		DEPARTMENT TOTAL:	500,000.12
		FUND TOTAL:	500,000.12
		GRAND TOTAL:	736,713.37

Expenditure Approval Report
Check Approval Date of 03/16/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
	5051-HEALTHEQUITY, INC.		
	204270	WEEKLY CLAIMS	50.40
	204271	WEEKLY CLAIMS	4,448.08
	204272	WEEKLY CLAIMS	1,500.35
	204273	WEEKLY CLAIMS	1,743.29
	204274	HRA/FSA DEDUCTION INVOICE	966.84
	204275	WEEKLY CLAIMS	534.07
	204276	WEEKLY CLAIMS	1,908.83
		VENDOR TOTAL:	11,151.86
		DIVISION TOTAL:	11,151.86
		DEPARTMENT TOTAL:	11,151.86
		FUND TOTAL:	11,151.86

Expenditure Approval Report
Check Approval Date of 03/16/2026



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
	204278	FEBRUARY 2026 SALES AND USE TAX	134,744.51
		VENDOR TOTAL:	134,744.51
		DIVISION TOTAL:	134,744.51
		DEPARTMENT TOTAL:	134,744.51

Expenditure Approval Report
Check Approval Date of 03/16/2026



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
	2493-BLACK HILLS POWER & LIGHT		
	204269	MARCH 2026 CTII GROUND LEASE	4,635.75
		VENDOR TOTAL:	4,635.75
	2365-WYODAK RESOURCES DEVELOPMENT CORP		
	204277	MARCH 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:	186,090.69

Expenditure Approval Report
Check Approval Date of 03/16/2026



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
	204278	FEBRUARY 2026 SALES AND USE TAX	100.05
		VENDOR TOTAL:	100.05
		DIVISION TOTAL:	100.05
		DEPARTMENT TOTAL:	100.05
		FUND TOTAL:	100.05

Expenditure Approval Report
Check Approval Date of 03/16/2026



	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	204279	DRUG COSTS, WEEKLY CLAIMS, COTIVITI, CASH FLOW REG	253,691.68
	204280	FEBRUARY 2026 ADMIN FEES AND STOP/LOSS	107,611.82
	204281	DRUG COSTS, WEEKLY CLAIMS, COTIVITI, CASH FLOW REG	97,868.21
	204282	DRUG COSTS, WEEKLY CLAIMS, COTIVITI, CASH FLOW REG	60,351.56
		VENDOR TOTAL:	519,523.27
5051-HEALTHEQUITY, INC.			
	204283	MARCH 2026 ADMIN FEES	227.50
		VENDOR TOTAL:	227.50
		DIVISION TOTAL:	519,750.77
		DEPARTMENT TOTAL:	519,750.77
		FUND TOTAL:	519,750.77
		GRAND TOTAL:	717,093.37



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Mayor Lundvall - \$631,451.39
S & S Builders - \$4,598.00 - Surface Grinding on Warlow Dr
S & S Builders - \$520,220.85 - Pump Station #1 Upgrades
First National Bank - \$27,380.04 - Pump Station #1 Upgrades Retainage
S & S Builders - \$75,289.88 - ECSC Bleacher Shelters
First National Bank - \$3,962.62 - ECSC Bleacher Shelters Retainage

SUGGESTED ACTION:

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

CASE BACKGROUND:

Mayor Lundvall - \$631,451.39
S & S Builders - \$4,598.00 - Surface Grinding on Warlow Dr
S & S Builders - \$520,220.85 - Pump Station #1 Upgrades
First National Bank - \$27,380.04 - Pump Station #1 Upgrades Retainage
S & S Builders - \$75,289.88 - ECSC Bleacher Shelters
First National Bank - \$3,962.62 - ECSC Bleacher Shelters Retainage

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Conflict Claims](#)

Expenditure Approval Report
Check Approval Date of 03/24/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
	1864	FIRST NATIONAL BANK OF GILLETTE	
	204309	ECSC BLEACHER SHELTERS * RETAI	3,962.62
		VENDOR TOTAL:	3,962.62
	1493	S & S BUILDERS	
	204308	ECSC BLEACHER SHELTERS	75,289.88
		VENDOR TOTAL:	75,289.88
		DIVISION TOTAL:	79,252.50
		DEPARTMENT TOTAL:	79,252.50
		FUND TOTAL:	79,252.50

Expenditure Approval Report
Check Approval Date of 03/24/2026



	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1493-S & S BUILDERS			
	204045	BUMP GRINDING ON WARLOW DR	4,598.00
		VENDOR TOTAL:	4,598.00
		DIVISION TOTAL:	4,598.00
		DEPARTMENT TOTAL:	4,598.00
		FUND TOTAL:	4,598.00

Expenditure Approval Report
Check Approval Date of 03/24/2026



	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1864-FIRST NATIONAL BANK OF GILLETTE			
	204316	PUMP STATION #1 UPGRADES (RETA	27,380.04
		VENDOR TOTAL:	27,380.04
1493-S & S BUILDERS			
	204315	PUMP STATION #1 UPGRADES	520,220.85
		VENDOR TOTAL:	520,220.85
		DIVISION TOTAL:	547,600.89
		DEPARTMENT TOTAL:	547,600.89
		FUND TOTAL:	547,600.89
		GRAND TOTAL:	631,451.39



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Council Consideration of a Special Event Permit, including a Street Closure on 3rd Street Plaza on June 20, 2026, from 7:00 am to 3:00 pm, for their Annual Car Show requested by Ida Snead State Farm.

SUGGESTED ACTION:

I move to approve a Special Event Permit, including a Street Closure on 3rd Street Plaza on June 20, 2026, from 7:00 am to 3:00 pm, for their Annual Car Show requested by Ida Snead State Farm.

CASE BACKGROUND:

Annual Event requested by Ida Snead State Farm.

65 expected persons in attendance.

Applicant is requesting 6 Roll-Outs, Barricades, and a Police Escort.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

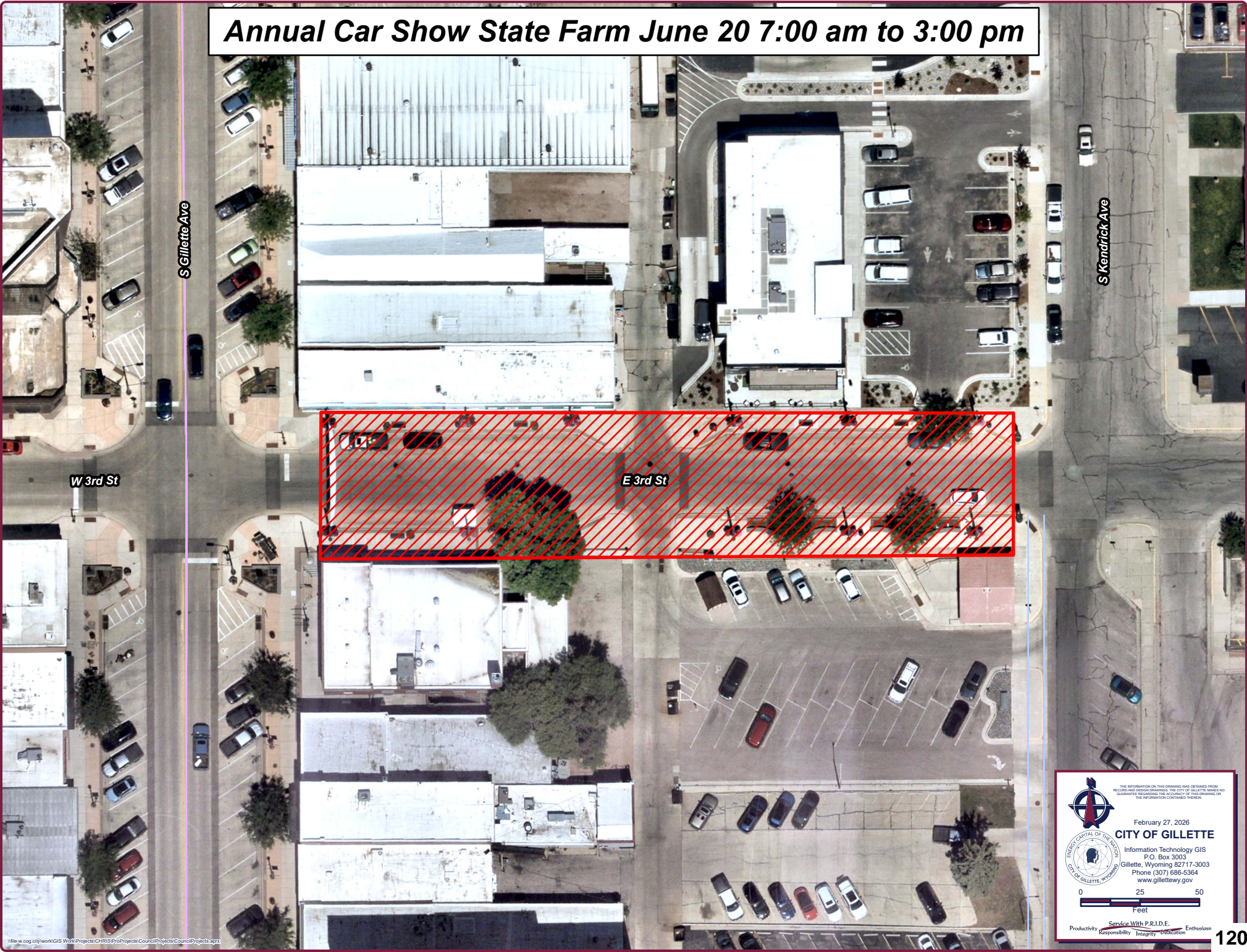
ATTACHMENTS:

[Closure Notification Form](#)

[Insurance](#)

[Map](#)

Annual Car Show State Farm June 20 7:00 am to 3:00 pm



February 27, 2026
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

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**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Council Consideration of a Special Event Permit on May 22, 2026 from 12:00 p.m. to 6:00 p.m. for a Summer Reading Kick-Off Party, Requested by the Campbell County Public Library.

SUGGESTED ACTION:

I move to approve the foregoing Special Event Permit.

CASE BACKGROUND:

The Campbell County Public Library is requesting a Special Event Permit for a Summer Reading Kick-Off Party. This will close the staff parking lot of CCPL and they expect 350 people to be in attendance.

This event will have food trucks, a fire truck, outdoor music, and a "foam party".

This event will have outdoor live music or a PA System.

They also request a police escort for their event.

STAFF REFERENCE:

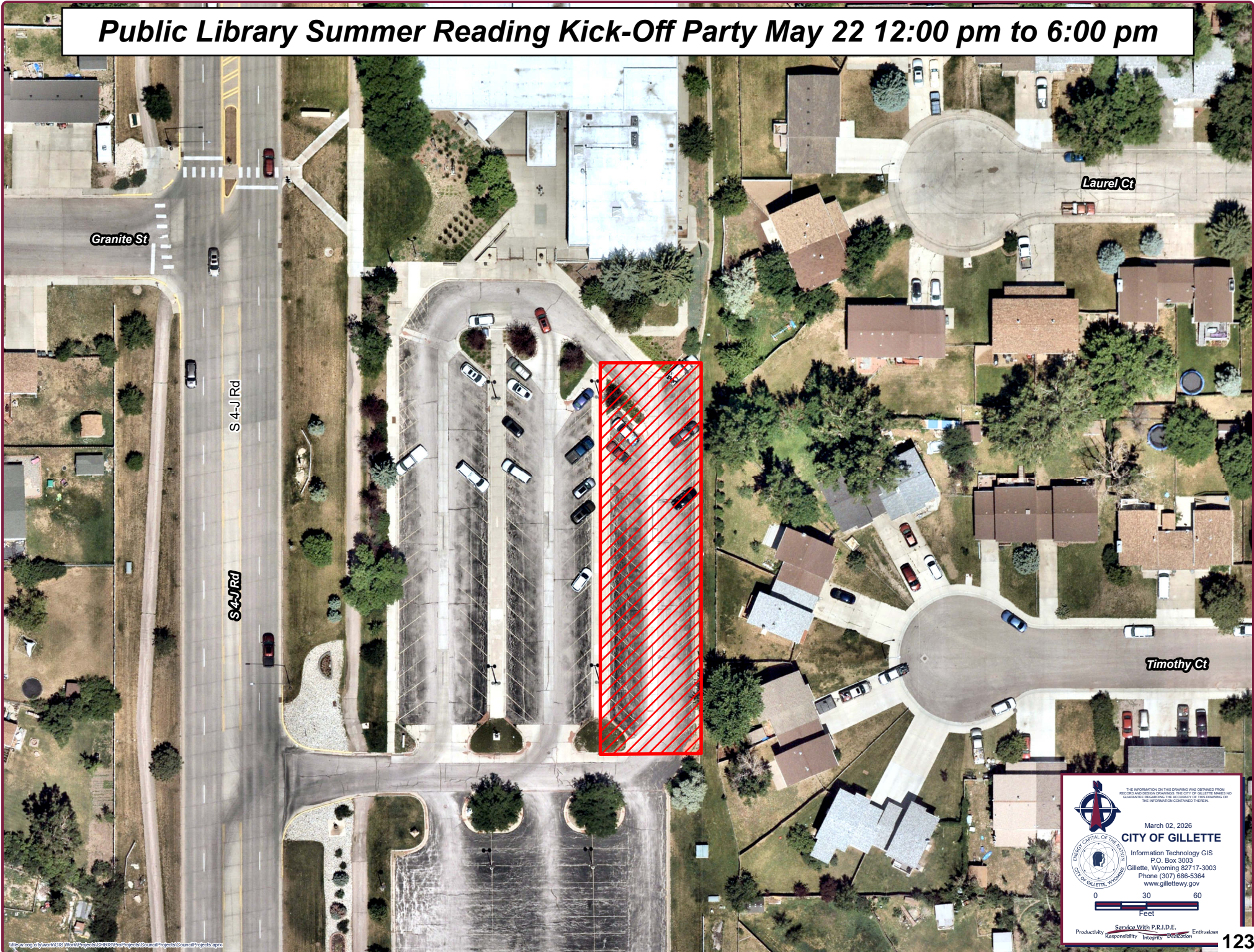
MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

[Insurance](#)

[Map](#)

Public Library Summer Reading Kick-Off Party May 22 12:00 pm to 6:00 pm



March 02, 2026
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov



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**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Council Consideration for the Acceptance of Development Improvements for 3291 Butler-Spaeth Road, Installed by Hot Iron, Inc., on Behalf of the Developer, Power River Construction, Inc.

SUGGESTED ACTION:

I move for Approval of the Acceptance of Development Improvements for the 3291 Butler-Spaeth Road, Installed by Hot Iron, Inc., on Behalf of the Developer, Powder River Construction, Inc.

PROJECT NUMBER:

PTC2025-0018

CASE BACKGROUND:

The 3291 Butler-Spaeth Road development project (new Dentist Office) includes the extension of existing water and sanitary sewer mains (see attached Project Area Map). Utility improvements include extending the water main, adding fire hydrants, and sanitary sewer main extension for the commercial development. The City will take over ownership and maintenance of the described infrastructure upon acceptance.

The developer, Powder River Construction, Inc., is requesting the City to accept the improvements and take over ownership and maintenance of the described infrastructure. These improvements have been verified and installed per city specifications.

ACTUAL COST VS BUDGET:

N/A

STAFF REFERENCE:

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

ATTACHMENTS:

[Certificate of Compliance](#)

Project Area Map
Warranty
Certificate of Completion

**CITY OF GILLETTE
DEPARTMENT OF ENGINEERING
CERTIFICATE OF COMPLIANCE**

PROJECT NAME: Butler Spaeth - PTC2025-0018

CITY PROJECT NO.: _____ CITY PERMIT NO.: _____

DEVELOPER: PRC, Inc. ENGINEER: Sloan Engineering
 (address) 4001 E. Collins Road Gillette, WY 82718 4210 Longhorn Ave. Gillette, WY 82718

I, Lance Walker, 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.

Lance Walker
 Signature
 Lance Walker Vice President
 Print Name/Title

January 23rd, 2026
 Date

STATE OF WYOMING }
 } SS.
 COUNTY OF CAMPBELL }

The above and foregoing instrument was acknowledged before me by Lance Walker, This 23 day of Jan, 2026

SHIRLEY NYHUS - NOTARY PUBLIC
 State of Wyoming
 Commission ID # 121531
 My Commission Expires May 27, 2029

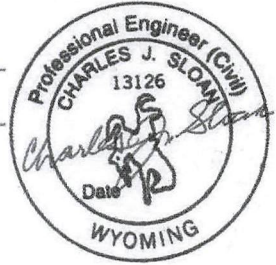
My Commission Expires:

Witness my hand and official seal.
Shirley Nyhus
 Notary Public

I, CJ 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.

C.J. Sloan
 Signature
 Print Name/Title Principal
 State of Wyo
 Commission Expires

January 23rd, 2026
 Date
 P.E. Number _____



STATE OF WYOMING }
 } SS.
 COUNTY OF CAMPBELL }

The above and foregoing instrument was acknowledged before me by C.J. Sloan, This 23 day of Jan, 2026

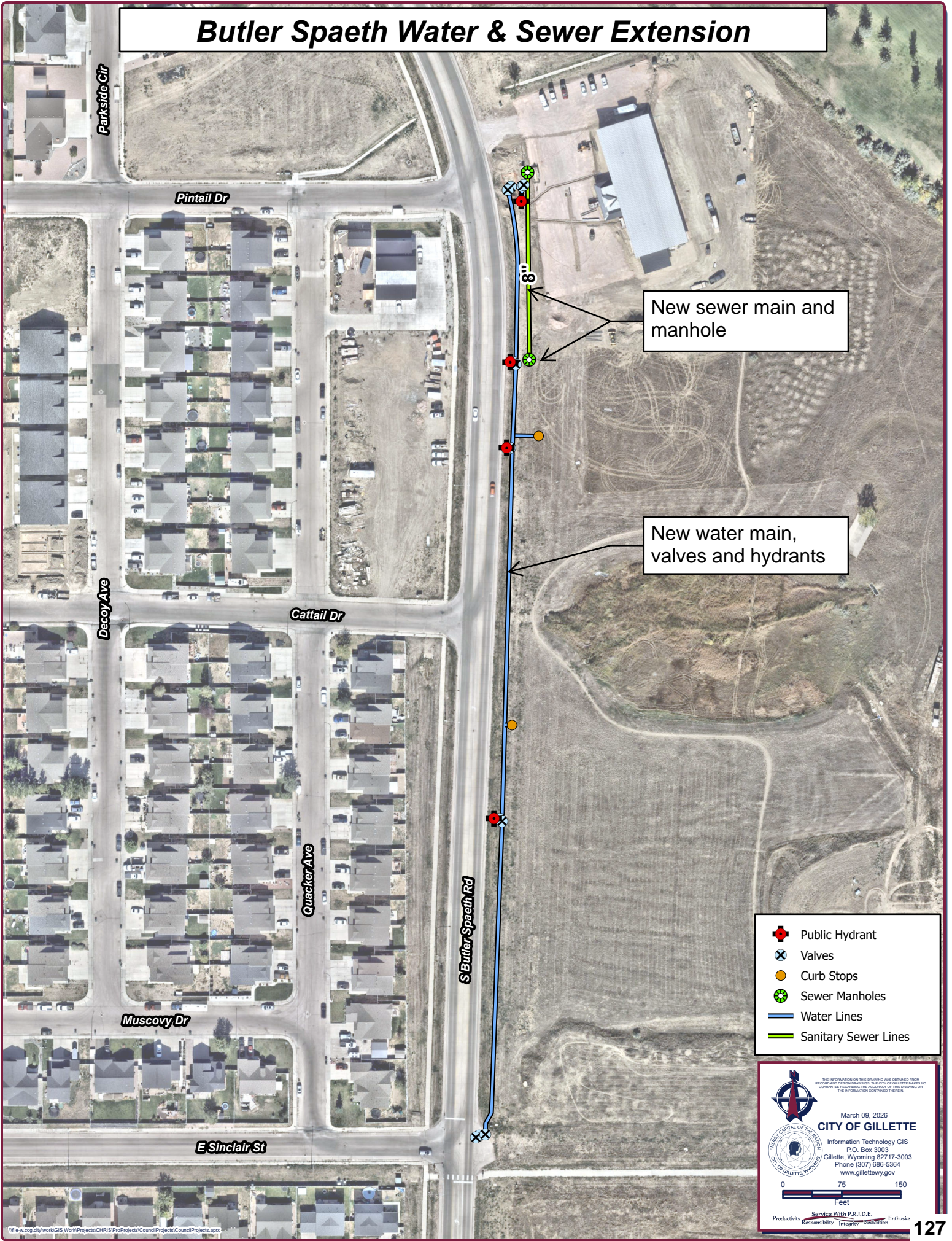
SHIRLEY NYHUS - NOTARY PUBLIC
 State of Wyoming
 Commission ID # 121531
 My Commission Expires May 27, 2029

My Commission Expires:

Witness my hand and official seal.
Shirley Nyhus
 Notary Public







SHIRLEY NYHUS - NOTARY PUBLIC
 State of Wyoming
 Commission ID # 121531
 My Commission Expires May 27, 2029

Butler Spaeth Water & Sewer Extension



New sewer main and manhole

New water main, valves and hydrants

-  Public Hydrant
-  Valves
-  Curb Stops
-  Sewer Manholes
-  Water Lines
-  Sanitary Sewer Lines


 The information on this drawing was obtained from records and design drawings. The City of Gillette makes no guarantee regarding the accuracy of the drawing or the information contained therein.

March 09, 2026
CITY OF GILLETTE
 Information Technology GIS
 P.O. Box 3003
 Gillette, Wyoming 82717-3003
 Phone (307) 686-5364
 www.gillettewy.gov

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 Responsibility Integrity Dedication

WARRANTY

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

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

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

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

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

DATED this 23 day of Jan, 2026

PRC, Inc.

DEVELOPER

Lance Walker

Vice President

SIGNATURE

(TITLE)

STATE OF WYOMING }

}

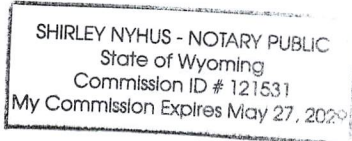
SS

COUNTY OF CAMPBELL }

}

The foregoing instrument was acknowledged before me by Lance Walker, this 23 day of Jan, 2026

Witness my hand and official seal



Shirley Nyhus
Notary Public

My commission Expires:

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK



CERTIFICATION OF COMPLETION

In accordance with the condition of the Wyoming Department of Environmental Quality/Water Quality Division Permit to Construct No. 2025 - 0018, for Butler Spaeth Water and Sewer (Facility) requiring submittal of this Certification of Completion within sixty (60) days of completion of the Facility, I hereby certify:

- 1. Construction of the permitted Facility was completed on March 1st, 2025 (DATE) and the Facility was placed in operation on (DATE).
2. Construction was completed in accordance with the following: (Check the appropriate option)
[checked] The Facility was constructed in compliance with all terms and conditions of the permit including the design report, plans, specifications, design data, or other information submitted in support of the application.
[] The Facility was constructed with changes or modifications in accordance with the provisions of Section 12, Chapter 3, Wyoming Water Quality Rules and Regulations. As-built plans and specifications, certified by a Wyoming registered professional engineer are enclosed. Certification by an engineer is not required if the original application was not certified by an engineer.

Greg Gross
Facility Owner (print or type)

Butler Spaeth Water and Sewer Improvements
Facility Name

Greg Gross Date 3/5/2026
Owner Signature

CJ Sloan
Engineer (print or type)

C.J. Sloan Date 3/3/25
Engineer Signature



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Council Consideration of a Professional Services Agreement for Engineering Services Associated with the 2026 Pavement Management (PAVER) Update, with TR Consulting, LLC, in the Amount of \$70,500.00 (1% Project).

SUGGESTED ACTION:

I Move for Approval of a Professional Services Agreement for Engineering Services Associated with the 2026 Pavement Management (PAVER) Update, with TR Consulting, LLC, in the Amount of \$70,500.00 (1% Project).

PROJECT NUMBER:

26EN23

CASE BACKGROUND:

In 2016, the City of Gillette implemented the use of the PAVER Pavement Management Software. The city retained a consultant to perform a pavement survey of the City's pavement network and to perform the initial setup of the software. A baseline Pavement Condition Index was calculated, and the City has been divided into three zones. Each year we resurvey 1/3 of the network, update the work histories, and recalculate the Pavement Condition Index within those surveyed areas.

The annual surveys are used to calibrate the predicted pavement condition with the actual decline. This will improve the future prediction of pavement deterioration and provide information when selecting upcoming projects in the Capital Improvement Plan.

The summer of 2026 survey will be to resurvey Zone 3 which is the streets east of Burma Avenue and north of Interstate 90 (See attached map). These street have previously been survey in 2020 and 2023.

SCHEDULE: Inspection of the area will be completed before October 31, 2026. A final report will be complete before December 31, 2026.

ACTUAL COST VS BUDGET:

Actual Cost: \$70,500.00; Budget: \$80,000.00

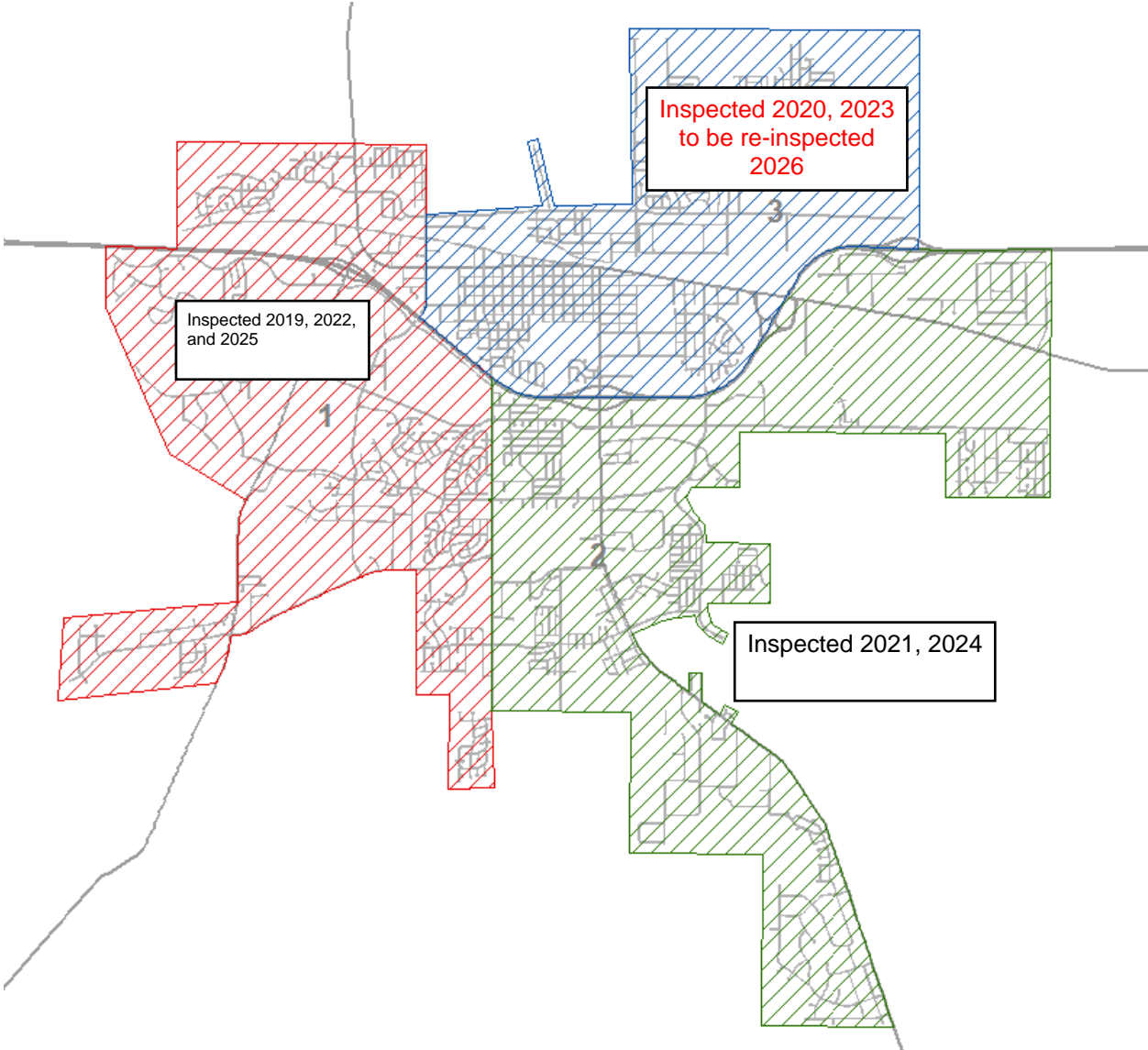
STAFF REFERENCE:

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

ATTACHMENTS:

[Project Area Map](#)
[Agreement](#)

GILLETTE NETWORK SEPARATED INTO 3 ZONES WITH CORRESPONDING INSPECTION AND RE-INSPECTION YEARS



Contract Number.: 26EN23

MASTER TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT between **City of Gillette, 201 East 5th Street, Gillette, WY 82716 (Client)** and **TR Consulting Services LLC, 521 North Link Lane, Fort Collins, CO 80524 (TRCS)** shall be effective as of the date of the last signature below. Client and TRCS agree that TRCS will provide various professional and technical services as requested by Client through issuance of individual, consecutively numbered Task Orders on an as needed and requested basis.

Representatives: **CLIENT:** Joe Schoen, PE

TRCS: Tyler Rossow, PE

SCOPE OF SERVICES and SCHEDULE: The specific services and corresponding schedule shall be mutually agreed upon by Client and TRCS and included in each individual Task Order executed under the authority of this Agreement. Task Orders shall be in a format similar to Task Order 1 (attached) and made part of this Agreement.

COMPENSATION by CLIENT to TRCS: The method of compensation to TRCS shall be agreed upon and included in each Task Order. Compensation will normally be on a Time and Materials (Unit Rates) or Fixed Price (Lump Sum) basis. Time and Material task orders shall include the hourly rate compensation schedule.

The following are hereby made a part of this AGREEMENT by attachment:

- Terms and Conditions (4 pages)**
- Task Orders**

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions included in individual Task Orders. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Agreement: and this Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Accepted for Client:

Accepted for TRCS:

By: _____

By:  _____

Title: _____

Title: Principal/Owner _____

Date: _____

Date: 02/17/2026 _____

Tax ID: 83-2393554 _____

TRCS STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF TRCS

A. Basic Services

TRCS's services will be detailed in a duly executed Task Order for each Specific Project (as defined in the Task Order). The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. TRCS shall not be obligated to perform any prospective Task Order unless and until Client and TRCS agree as to the particulars of the Specific Project, including the scope of TRCS's services, time for performance, TRCS's compensation, and all other appropriate matters.

B. Task Order Procedure

Client and TRCS shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of TRCS's services, and compensation each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Scope of Services," and Exhibit B, Compensation prepared for the Specific Project, or (2) state the scope of services and Compensation in the Task Order document itself. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

C. Schedule

TRCS's services and compensation under this each Task Order have been agreed to in anticipation of the orderly and continuous progress of the scope of work through completion. Unless specific periods of time are specified in the individual Task Orders, TRCS's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

D. Authorization to Proceed

Execution of individual Task Orders by Client will be authorization for TRCS to proceed with the Work as scheduled, unless otherwise provided for in the Task Order.

E. Delay

If in the individual Task Orders specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of TRCS, the rates and amounts of compensation and time for completion provided herein may be adjusted upon mutual agreement of the parties.

F. Changes/Additional Services

The Scope of Services set forth in the individual Task Orders is based on facts known at the time of execution of the Task Order, including, if applicable, information supplied by the Client. For some projects the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Task Orders. If such facts discovered as the Specific Project progresses, or changes that are requested by the Client, change the cost of, or time for performing the services hereunder, TRCS will promptly provide Client with an amendment to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

G. Invoicing

TRCS will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with TRCS's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

H. Progress Payments

Invoices are due and payable within 45 calendar days of the date of the invoice. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Each payment obligation of Client 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 TRCS, the Agreement may be terminated by Client at the end of the period for which the funds are available. Client 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 Client in the event this provision is exercised, and Client 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 Client to terminate this Agreement to acquire similar services from another party.

SECTION 3 - OBLIGATIONS OF CLIENT

I. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Specific Project and furnish all available information pertinent to the Specific Project, including reports and data relative to previous designs or investigations at or adjacent to the site.

J. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Specific Project.

K. Timely Review

Client will examine TRCS's studies, reports, drawings, and other project-related work products and render decisions required in a timely manner.

L. Reasonable Notice

Client will give reasonable written notice to TRCS whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of TRCS's Scope of Services or any defect in the Services of TRCS or the work of any Contractor.

M. Site Access

Client will arrange for access to and make provisions for TRCS and TRCS's subconsultants to enter upon public or private property as required for TRCS to perform the Services under any Task Order.

SECTION 4 - OBLIGATIONS OF TRCS**N. Independent Contractor**

TRCS shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Client for any purpose. TRCS shall assume sole responsibility for any debts or liabilities that may be incurred by TRCS 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 TRCS or its agents and/or employees to act as an agent or representative for or on behalf of the Client or to incur any obligation of any kind on the behalf of the Client. TRCS agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to Client employees will inure to the benefit of TRCS or the TRCS's agents and/or employees as a result of this Agreement.

O. Performance

TRCS will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by similarly situated professionals practicing in the same field at the same time in the same or similar locality.

P. Insurance

TRCS will maintain the liability insurance coverages listed below for Professional, Commercial General, Automobile, as well as, Worker's Compensation and Employer's Liability.

1. Workers' Compensation Insurance for all employees of TRCS engaged in work under this Agreement as required by the laws of the state where the work is to be performed. This coverage will include statutory coverage and employer's liability protection of \$1,000,000 per person, \$1,000,000 per occurrence.
2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of TRCS and arising out of the Scope of Services under this agreement.
3. Automobile Liability Insurance with limits of \$1,000,000 per occurrence and combined single limit. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of TRCS and arising out of the Scope of Services under this agreement.
4. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate, written on claims made basis. Such coverage shall remain in effect for three (3) years after the expiration of this agreement with evidence thereof to be forwarded.

Certificates evidencing such coverage will be provided, upon request, to Client upon request once the contract is fully executed.

Q. Compliance with Laws

TRCS will use reasonable care to comply with applicable laws in effect at the time any services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

SECTION 5 - GENERAL CONSIDERATIONS**R. Indemnification**

TRCS shall indemnify, and hold harmless, and defend Client, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim to the extent caused by: (a) the acts, errors, omissions, conduct, or operations of TRCS or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement or any Task Order; 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 and any Task Order. TRCS's defense obligations for Professional Liability Insurance under this indemnity paragraph mean only the reimbursement of reasonable defense costs to the proportionate extent of TRCS's actual liability obligation hereunder.

S. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, TRCS will be entitled to compensation for Services performed up to the date of termination, including any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

T. Limits of Agreement

This instrument and the associated Task Orders contain the entire Agreement between the parties, and no statement, promise or inducement made by either party that are not contained in this written Agreement and associated Task Orders shall be valid or binding. This Agreement and the associated Task Orders upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

U. Accrual of Claims:

To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

V. Applicability to Task Orders:

The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

W. Severability and Survival

The various terms, provisions and covenants herein contained and in any Task Order shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

X. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement or any Task Order shall invalidate any other section of this Agreement or any Task Order or operate as a waiver of any future default, whether like or different in character.

Y. Applicable Law/Venue

The construction, interpretation, and enforcement of this Agreement and any Task Order 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 any Task Order and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.

Z. Dispute Resolution

The parties agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. If the dispute involves the Client, the dispute resolution procedures of the Prime Agreement will prevail.

AA. Force Majeure

Neither party shall be liable for failure to perform under this Agreement or any Task Order 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.

BB. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, in any.

CC. Successor, Assigns, and Beneficiaries

Neither Client nor TRCS may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due during or post-contract performance) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

DD. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

EE. Governmental Immunity

Client does not waive governmental immunity by entering into this Agreement or any Task Order and specifically retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 120 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 or any Task Order 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.

(The remainder of this page is blank)

Contract Number.: 26EN23

TASK ORDER

Task Order No.: 1

Task Order Title: **City of Gillette PAVER Software Implementation 1/3rd Inventory**

Effective Date: _____

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated _____, 2026 between **City of Gillette (CLIENT)** and **TR Consulting Services LLC (TRCS)**.

The following representatives have been designated for the work performed under this Task Order:
CLIENT: Joe Schoen, PE TRCS: Tyler Rossow, PE

SCOPE OF WORK:

See attached Exhibit A

COMPENSATION:

See attached Exhibit B

TRCS shall be reimbursed on a firm fixed fee basis for the overall cost of \$70,500.00 as shown in Exhibit B. TRCS shall invoice no more often than monthly for services provided in the prior month.

The provisions of the Professional Services Master Task Order Agreement and any Special Terms and Conditions and/or Exhibits or Attachments to this Task Order shall govern the Work.

IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Task Order and this Task Order may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

City of Gillette

TR Consulting Services LLC

By: _____

By:  _____

Title: _____

Title: Principal/Owner

Date: _____

Date: 02/17/2026

Fed. ID. No. 83-2393554

Exhibit A – Scope of Work

Task Order No.: 1

Task Order Title: City of Gillette PAVER Software Implementation 1/3rd Inventory

Issued under the authority of Professional Services Master Task Order Contract Number: 26EN23

Scope of Services

General

The scope of services is for Pavement Management (PAVER) Updates on 1/3rd of the inventory at Gillette, WY (Note: In 2019 the city split the managed roads into thirds, so that a third can be inspected annually). The services include updating the existing PAVER database, updating the sample unit polygon shapefile for the inspected third, inputting work history into the PAVER Database for the entire network, inspecting a third of the inventoried roads (Zone 1 of 3, which is shown in attached map), rerunning prediction models and summarizing results in brief report.

Task 1. PAVER Update

1.1. The City will provide the consultant with a copy of the current PAVER database.

1.2. TR Consulting will make all PAVER Updates to the existing section and sample unit shapefiles in accordance with any work that has been completed. Clark requested some additional inspections at the Energy Capital Sports Complex, right now just the driving lanes on the south parking lot since that is where most of the traffic passes through the area. All maintained parking lots can be added a later date or using time and material contract if desired. This will be done before inspecting the field. All field inspection edits will be made after the inspection is complete

Task 2. Work History Input

2.1. The City will provide a list detailing 2025-2026 construction projects (the more detailed the list, the more detailed the input into PAVER). The consultant will organize the list and add necessary fields in order to properly input into PAVER. Each project will be mapped, so that parameters can be verified in the field.

Task 3. Field Inspections

3.1. TR Consulting will inspect all managed roadways within Zone 3. There are roughly 1200-1250 samples to inspect per zone. Clark requested some additional inspections at the Energy Capital Sports Complex, right now just the driving lanes on the south parking lot since that is where most of the traffic passes through the area. The number of inspected sample units per section will follow the ASTM 6433 standard. Additional sample units will be added when necessary to reflect the condition of the section. Tablets will be used in the field to enter inspection data and to pinpoint locations of inspected sample units. Two pictures of each sample units will be taken, along with a georeferenced point shapefile showing exactly where the picture was taken.

3.2. While inspecting Zone 3, the consultant will notate whether each section has crack sealing (if crack sealed, will specify condition of crack seal). This will help the Gillette with localized maintenance efforts.

3.3. As mentioned in 2.1, the consultant will verify each of the completed construction projects in the field. This will allow the consultant to ensure that the lengths/widths, To's/From's and all physical properties are accurate and that no significant deficiencies are found within the newly constructed areas.

Task 4. Field Adjustments Within PAVER

4.1. TR Consulting will make all necessary field edits in GIS and the PAVER database accordingly. The field edits will be tracked within PAVER and comments will be made to explain how/why the section was adjusted.

Task 5. Update Prediction Models

5.1. TR Consulting will use historical inspection data and all the collected inspection data from Zone 3 to update the already established Prediction Models. Also, the consultant will verify that all data is properly linked within the PAVER database.

Task 6. Condition Reports

6.1. Establish a brief report summarizing the work completed, showing the inspection results, maps of work history and screen shots of prediction models.

6.2. Generate a PCI Condition Report that compares the 2023 inspection data to the 2026 inspection data. This table will also show the individual deterioration rate of each inventoried section.

6.3. Submit an electronic copy of all PDF Files, PAVER Database, Shapefiles and pictures in a Final Deliverables Folder which will be delivered via GoogleDrive.

Period of Services

It is anticipated for all work to be completed in 2026. Consultant will communicate with Gillette, WY on scheduling the Field Inspections and the timeline for final deliverables.

Exhibit B – Compensation

Task	Amount
Phase 1	
Task 1: PAVER Update	\$ 5,250
Task 2: Work History Input	\$ 3,750
Task 3: Field Inspections	\$ 50,000
Task 4: Field Adjustment Within PAVER	\$ 4,500
Task 5: Update Prediction Models	\$ 2,500
Task 6: Condition Report	\$ 5,500
Total	\$ 71,500

Hourly Rate Structure for Optional Tasks. Tasks will be completed on an hourly basis with a do not exceed amount established before each task begins.

Title	Hourly Rate
PAVER Training	\$ 200.00
Project Manager/ Pavement Engineer	\$ 120.00
Junior Pavement Engineer/ GIS Specialist	\$ 100.00
Engineering Tech/GIS Tech	\$ 94.00



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Council Consideration of a Professional Services Agreement Associated with the Pine Ridge and Madison Water Tank Rehabilitation Project with Morrison Maierle, Inc., in the Amount of \$123,000.00.

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement Associated with the Pine Ridge and Madison Water Tank Rehabilitation Project with Morrison Maierle, Inc., in the Amount of \$123,000.00.

PROJECT NUMBER:

26UT01

CASE BACKGROUND:

The Pine Ridge and Madison Pump Station Water Tank Rehab project aims to design rehabilitation solutions, including blast refinishing and steel repairs, for four (4) of the five (5) existing water tanks at the Pine Ridge Disinfection and Madison Pump Station facilities respectively.

WHY NEEDED: These existing tanks are due for rehabilitation and recoating work typical for steel water storage tanks. We have been successful with doing this method of maintenance on our storage tanks to extend the life of them. This coating rehab is typically done every 20 years and is thought to double the life of a steel storage tank (to around 80 years). The biggest benefit with this project is to add cathodic protection to the steel storage tank. The cathodic protection will help keep the bottoms of the tanks from rusting out so quickly, as they are the only portion of the steel tanks that cannot be coated due to being in the ground.

Design development will specify the extents of the following priority items: 1) Rehabilitation/replacement of the existing tank coatings 2) Modifications to railings, hatches, air reliefs as may be needed or required 3) Addressing other work or public water source safety items as may arise during condition evaluations by Morrison Maierle and City Staff.

SCHEDULE: Design development is anticipated to proceed through the next twelve (12) months. Bidding and implementation of the work is anticipated for late summer to fall of 2027.

FUNDING: This project is fully funded through the Capital Facilities Tax (Cap Tax) Fund that were collected for the Madison Water Transmission System. \$125,000 is budgeted currently to initiate design and specification development. Monies for construction will be allocated Fiscal Year 2028 for implementation of the identified improvements.

ACTUAL COST VS BUDGET:

Actual: \$123,000; Budget: \$125,000

STAFF REFERENCE:

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

ATTACHMENTS:

[Agreement](#)

[Project Area Map](#)



**Agreement Between Owner and Engineer
for
*Pine Ridge Disinfection and Madison Pump Station Water Tank
Rehabilitation*
Design & Bidding
26UT01**

Owner

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

Engineer

*Morrison Maierle, Inc.
2200 Foothills Blvd., Suite A
Gillette, WY 82716*

Fee Summary

Preliminary Design Phase	\$35,000.00
Final Design Phase	\$83,000.00
Bidding Phase	\$5,000.00
Total Contract:	\$123,000.00

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 24, 2026 ("Effective Date") between
The City of Gillette ("Owner") and
Morrison-Maierle, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Pine Ridge Tank Rehab ("Project").

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

Engineer's services under this Agreement are generally identified as follows: Design & Bidding

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to

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

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.

- 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.

- 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
 - 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

¹ See Special Provision #1

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 (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.

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- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

~~6.11 — Indemnification and Mutual Waiver~~

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

6.11 Indemnification by Engineer²

- 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 See Special Provision #2

2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement
 3. Any violation of any federal, state, or local laws, rules, or regulations.
- B. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*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

³ See Special Provision #3

⁴ See Special Provision #4

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

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

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way

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

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
 32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
 33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Not Used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Not Used.
- I. Exhibit I, Not Used.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

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.

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8.04 *Engineer's Certifications*

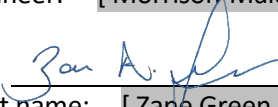
- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the 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.

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

Owner: [City of Gillette, Wyoming]

Engineer: [Morrison-Maierle, Inc.]

By: _____
Print name: [Shay Lundvall]
Title: [Mayor]
Date Signed: 03/24/2026

By:  _____
Print name: [Zane Green, PE]
Title: [Gillette Operations Manager]
Date Signed: [2/23/2026]

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

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

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

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

This is **EXHIBIT A**, consisting of [18] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 2026].

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. ~~Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - a. ~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] **[List the specific potential solutions here.]**~~
 - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. ~~Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
3. ~~Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
4. ~~Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
5. ~~Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study~~

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and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables:
[] ***[List any such tasks or deliverables here.]***~~
- ~~15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner.~~

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Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

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

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

A1.02 *Preliminary Design Phase*

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

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

[Note to User: Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
[Owner intends to sandblast and recoat 4 tanks located on the Pine Ridge Tank site. Additionally, vent sizing shall be reviewed. Any structural deficiencies need to be repaired. One of the tanks has drainage concerns on the tank drain. Design will evaluate ways to repair these items. Tasks include:]
 - a. Provide Geotechnical Services
 - 1) Geotechnical investigations of the project will be completed under the guidance of the Engineer to include preliminary proctors, subsurface drill holes, groundwater documentation, bearing pressure calculations for thrust blocks, and other documentation required for subsurface waterline design and construction.
 - b. Provide a 50% level Project Manual & Plan Set. This includes:
 - 1) Tank Coating and Repair Solutions

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- 2) Preliminary Connection Details
 - 3) Recommended Easements
 - 4) Evaluation of Necessary Permits
 - 5) 50% Engineer's Estimate of Construction Costs
10. Furnish [1 electronic] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [60] days of authorization to proceed with this phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [1 electronic] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [14] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be

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applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
[] ***[List any such tasks or deliverables here.]***
 - a. Provide a 90% level Project Manual & Plan Set. This includes:
 - 1) Final Tank Repair Plans and Specifications
 - 2) Final Connection Details
 - 3) Final Easements
 - 4) Necessary Permits
 - 5) 90% Engineer's Estimate of Construction Costs
 10. Furnish for review by Owner, its legal counsel, and other advisors, [1 electronic] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [14] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [21] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [1 electronic] final copies of such documents to Owner within [14] days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

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proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-

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related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [] **[List any such tasks or deliverables here.]**
 - a. Manage the Bidding Process including:
 - 1) Furnish five (5) hard copies and an electronic copy of Bidding Documents
 - 2) Run Pre-Bid Meeting
 - 3) Answer Bidders' Questions
 - 4) Issue any necessary addenda
 - 5) Attend Bid Opening
 - 6) Review and Recommend Bids for Recommendation of Award

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

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

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- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]***~~
3. *Reserved.*
4. *Pre-Construction Conference:* Conduct a pre-construction conference prior to commencement of Work at the Site. Provide meeting minutes to all conference attendees.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- ~~9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. ~~Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather~~~~

Exhibit A – Engineer's Services

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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 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.

Exhibit A – Engineer's Services

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- ~~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.~~
- ~~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~~~~

Exhibit A – Engineer's Services

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~~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 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~~

Exhibit A – Engineer's Services

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~~the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~22. *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: [] ***[List any such tasks or deliverables here.]***~~

~~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.~~

Exhibit A – Engineer's Services

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~~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.~~

A1.06 — *Post-Construction Phase*

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

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~
- ~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~
- ~~3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
[] ***[List any such tasks or deliverables here.]***~~

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

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

Exhibit A – Engineer's Services

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1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash 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

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- f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
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.

Exhibit A – Engineer's Services

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19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Reserved.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Reserved.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.

Exhibit A – Engineer's Services

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2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer’s Services

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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 [March 24, 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.

Exhibit B – Owner's Responsibilities

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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,

Exhibit B – Owner's Responsibilities

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approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

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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: [] *[List any other Owner responsibilities here.]*

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of [6] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 2026].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$[123,000.00] based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[0.00]
b. Preliminary Design Phase	\$[35,000.00]
c. Final Design Phase	\$[83,000.00]
d. Bidding or Negotiating Phase	\$[5,000.00]
e. Construction Phase	\$[0.00]
f. Post-Construction Phase	\$[0.00]

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.1].

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.1].
- 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 [1.1].
 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.

Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.

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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.

This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 2026].

Reimbursable Expenses Schedule

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

EQUIPMENT RATES

<u>Company Vehicle: highway miles - Pickups</u>	\$1.100/mile
<u>highway miles – Medium SUV</u>	\$.838/mile
<u>highway miles - Small SUV</u>	\$.710/mile
<u>highway miles - Sedan</u>	\$.704/mile
<u>on-site mileage</u>	\$.704/mile plus \$5.00/hour
<u>Private Vehicle</u>	\$.700/mile
<u>ATV</u>	\$50.00/day
<u>UTV</u>	\$100.00/day
<u>Survey-Grade GNSS (1 Receiver)</u>	\$120.00/day
<u>Survey-Grade GNSS (2 Receivers)</u>	\$30.00/hour, \$240.00/day
<u>Resource-Grade (GIS) GNSS Receivers</u>	\$65.00/day
<u>Hovermap LiDAR Scanner</u>	\$50.00/hour, \$400.00/day
<u>Robotic Total Station</u>	\$30.00/hour, \$240.00/day
<u>Total Station</u>	\$80.00/day
<u>Trimble SX10 Scanning Total Station</u>	\$40.00/hour, \$300.00/day
<u>Trimble SX12 Scanning Total Station</u>	\$40.00/hour, \$300.00/day
<u>FARO Focus 3D Laser Scanner</u>	\$50.00/hour, \$400.00/day
<u>Hydrolite – TM Echosounder Kit</u>	\$100.00/day
<u>Raft-Hydro-Bathy Surveys</u>	\$100.00/day
<u>sUAS Survey Drone</u>	\$50.00/hour, \$400.00/day
<u>Nuclear Density Meter</u>	\$15.00/hour, \$50.00/day, \$200.00/week
<u>Airflow Balancing Hood</u>	\$75.00/day
<u>Core Drill</u>	\$10.00/hole
<u>Digital Level</u>	\$50.00/day
<u>Hammer Drill</u>	\$30.00/day

HYDROLOGICAL EQUIPMENT

<u>Conductivity Meter</u>	\$15.00/day
<u>Disposable Bailers</u>	\$10.00/each
<u>Dissolved Oxygen Meter</u>	\$20.00/day
<u>PH Meter</u>	\$15.00/day
<u>PH/Temp/Conductivity Meter</u>	\$25.00/day
<u>Water Sample Fee</u>	\$10.00/each
<u>In Situ Level Troll 700</u>	\$63.00/day, \$250.00/week
<u>AquaCalc Pro</u>	\$60.00/day, \$120.00/week
<u>Marsh McBirney 2000 Flowmeter</u>	\$60.00/day, \$120.00/week
<u>Global Water FP 111 Flowmeter</u>	\$25.00/day, \$75.00/week
<u>Submersible Pump (Redi Flo 2)</u>	\$155.00/day
<u>Water Level Meter, 300 Ft.</u>	\$25.00/day, \$50.00/week
<u>Water Level Meter, 500 Ft.</u>	\$35.00/day, \$75.00/week
<u>Oil/Water Interface Well Probe</u>	\$40.00/day, \$120.00/week
<u>Hach Flo-Dar (logger & sensor)</u>	\$400.00/week, \$1,000.00/month
<u>Rain Gauge Sensor</u>	\$15.00/week, \$60.00/month

PRINTING EXPENSES

<u>Black & White Copies</u>	\$.10/8.5X11, \$.13/8.5x14, \$.20/11x17
<u>Color Copies</u>	\$.20/8.5X11, \$.20/8.5x14, \$.40/11x17
<u>Binding</u>	\$.25/each
<u>Lamination</u>	\$1.00/each
<u>Oversize Print Black & White</u>	\$5.00/each
<u>Oversize Print Color</u>	\$6.00/each
<u>Print & Basic Mount</u>	\$12.00/each
<u>Print & Machine Mount</u>	\$20.00/each
<u>Print, Machine & Laminate White Board</u>	\$32.00/each

MISCELLANEOUS EXPENSE

<u>Lodging</u>	Current Rates
<u>Meals</u>	\$63.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

This is **Appendix 2 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 2026].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

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

Standard Rate Schedule

Effective Through
December 31, 2025

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer V	\$305.00	\$305.00
	Supervising Engineer IV	\$297.00	\$297.00
	Supervising Engineer III	\$267.00	\$267.00
	Supervising Engineer II	\$257.00	\$257.00
	Supervising Engineer I	\$242.00	\$242.00
	Senior Engineer II	\$225.00	\$225.00
	Senior Engineer I	\$203.00	\$203.00
	Design Engineer II	\$194.00	\$194.00
	Design Engineer I	\$174.00	\$174.00
	Engineer Intern II	\$143.00	\$143.00
	Engineer Intern I	\$128.00	\$128.00
Planner	Supervising Senior Planner	\$236.00	\$236.00
	Senior Planner	\$208.00	\$208.00
	Planner III	\$159.00	\$159.00
	Planner II	\$145.00	\$145.00
	Planner I	\$127.00	\$127.00
Scientist	Environmental Scientist III	\$193.00	\$193.00
	Environmental Scientist II	\$146.00	\$146.00
	Environmental Scientist I	\$126.00	\$126.00
	Supervising Geologist	\$278.00	\$278.00
	Senior Geologist	\$233.00	\$233.00
	Geologist III	\$208.00	\$208.00
	Geologist II	\$169.00	\$169.00
Geologist I	\$144.00	\$144.00	
Designer and Technician	Senior ICT Designer	\$250.00	\$250.00
	Senior Distribution Designer	\$250.00	\$250.00
	CAD Designer III	\$175.00	\$175.00
	CAD Designer II	\$149.00	\$149.00
	CAD Designer I	\$136.00	\$203.00
	CAD Tech III	\$133.00	\$199.00
	CAD Tech II	\$115.00	\$173.00
	CAD Tech I	\$102.00	\$153.00
	Senior Engineering Designer	\$190.00	\$190.00
Engineering Designer	\$130.00	\$130.00	
Resident Project Representative	Senior Resident Project Representative	\$192.00	\$192.00
	Resident Project Representative IV	\$185.00	\$185.00
	Resident Project Representative III	\$173.00	\$173.00
	Resident Project Representative II	\$146.00	\$218.00
	Resident Project Representative I	\$131.00	\$197.00
Administrative	Administrative Manager	\$132.00	\$132.00
	Administrative Coordinator III	\$122.00	\$122.00
	Administrative Coordinator II	\$116.00	\$173.00
	Administrative Coordinator I	\$94.00	\$140.00
	Grant Manager	\$125.00	\$125.00
	Graphic Designer	\$125.00	\$125.00
	Project Coordinator III	\$118.00	\$118.00
	Project Coordinator II	\$106.00	\$159.00
	Project Coordinator I	\$96.00	\$144.00
	Technical Intern	\$88.00	\$133.00
Survey	Survey Group Leader	\$238.00	\$238.00
	Survey Group Office Leader II	\$180.00	\$180.00
	Survey Group Office Leader I	\$171.00	\$171.00
	Land Surveyor IV	\$177.00	\$177.00
	Land Surveyor III	\$168.00	\$168.00
	Land Surveyor II	\$148.00	\$148.00
	Land Surveyor I	\$121.00	\$121.00
	Survey Technician IV	\$116.00	\$174.00
	Survey Technician III	\$112.00	\$168.00
	Survey Technician II	\$109.00	\$163.50
	Survey Technician I	\$98.00	\$147.00
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 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

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 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.

Exhibit D - Resident Project Representative.

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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 Modifications:* 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.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and/or recommend to Engineer Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
 2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 2026].

[Notes to User

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

Exhibit I - Limitations on Liability.

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2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 2026].

Reserved

Exhibit F – Reserved.

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This is **EXHIBIT G**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 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:	\$2,000,000
2) Bodily injury by disease, each employee:	\$2,000,000
3) Bodily injury/disease, aggregate:	\$4,000,000

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage):	\$2,000,000
2) General Aggregate:	\$4,000,000

d. Excess or Umbrella Liability --

1) Per Occurrence:	\$2,000,000
2) General Aggregate:	\$4,000,000

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

\$2,000,000

f. Professional Liability (Errors Omissions) --

1) Each Claim Made	\$2,000,000
2) Annual Aggregate	\$4,000,000

\$([])

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

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 2026].

Reserved

This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 2026].

Reserved

This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 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.

- 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 applicable 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.

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.

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [March 24, 2026].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: March 24, 2026

Owner: City of Gillette

Engineer: Morrison-Maierle, Inc.

Project: Pine Ridge Tank Rehabilitations

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

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

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

Agreement Summary:

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

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

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: _____
Print
name: _____

By: _____
Print
name: _____

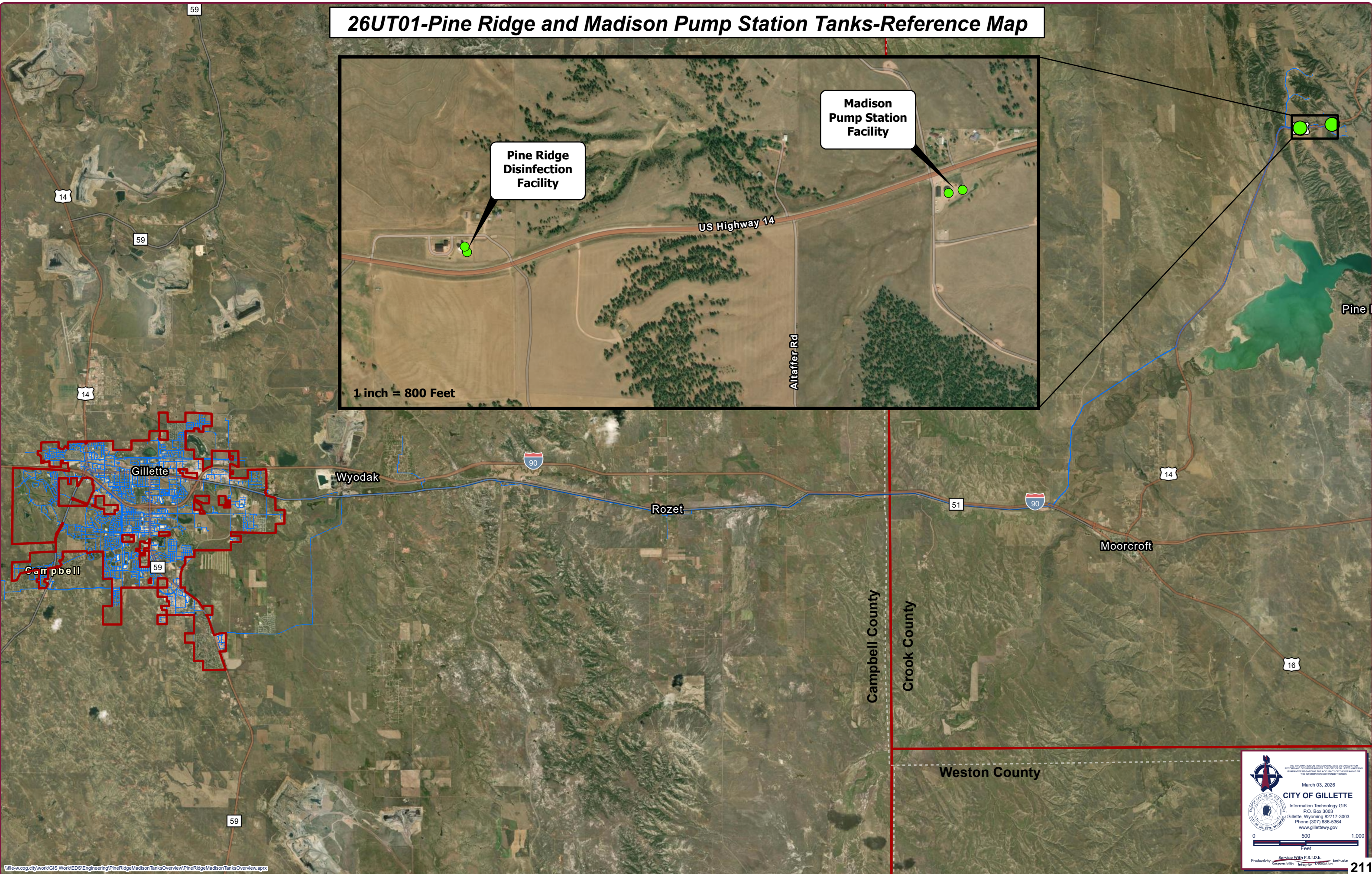
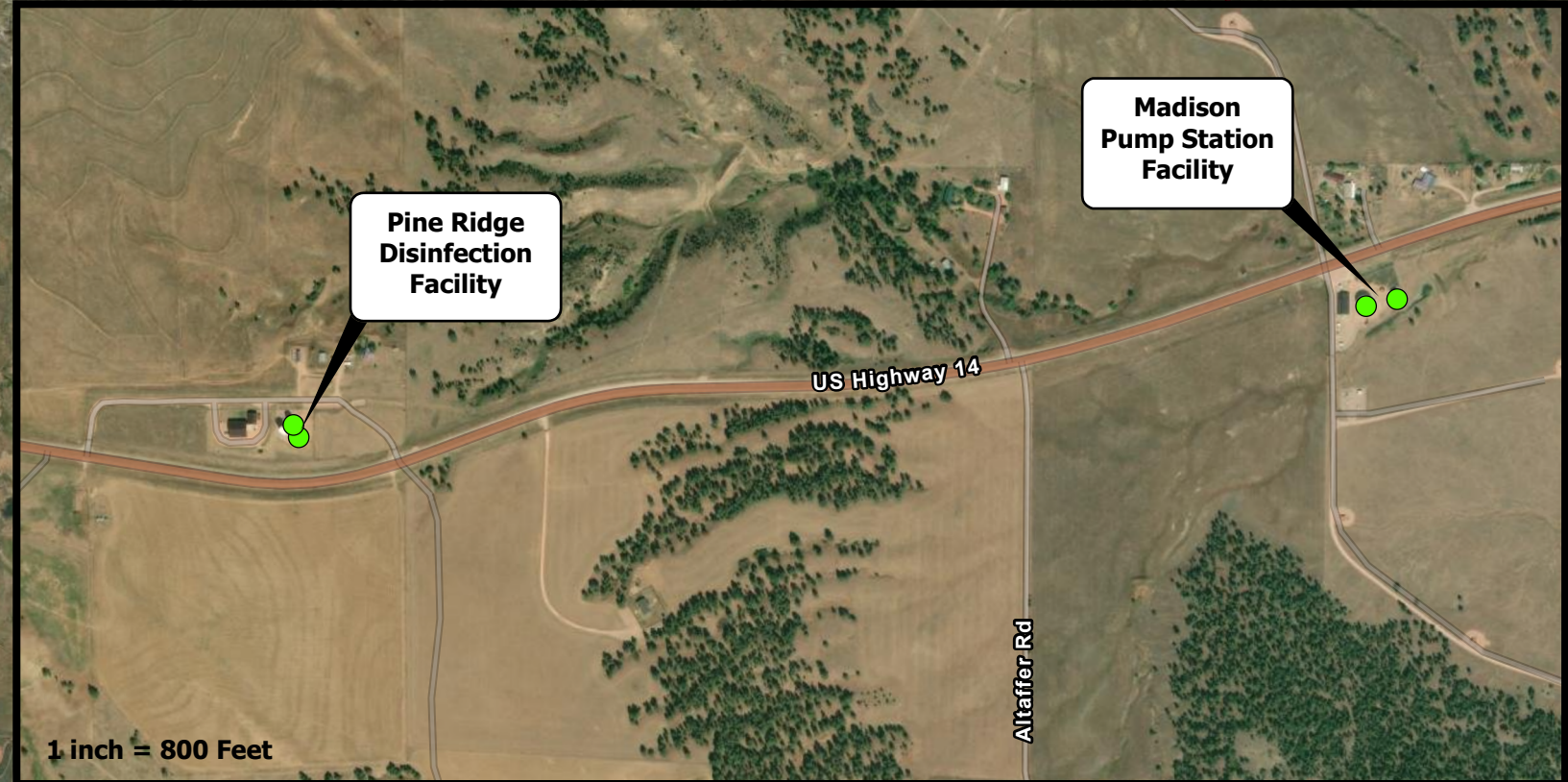
Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

26UT01-Pine Ridge and Madison Pump Station Tanks-Reference Map



March 03, 2026
CITY OF GILLETTE
Information Technology GIS
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Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

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**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Council Consideration of a Bid Award for the Remington Drainage Improvements Project to Glenn Construction LLC, in the Amount of \$298,114.19 (1% Project).

SUGGESTED ACTION:

I Move to Approve a Bid Award for the Remington Drainage Improvements Project to Glenn Construction LLC, in the Amount of \$298,114.19 (1% Project).

PROJECT NUMBER:

26EN03

CASE BACKGROUND:

Remington Estates subdivision was developed in the mid to late 2000s (see attached Project Area Map). In recent years there have been underground water (ground water and sump pumps) issues as well as surface water ponding on the streets in various locations throughout the subdivision causing icing and surfacing concerns.. Common complaints include residential sump pumps running consistently throughout the year, putting water across sidewalks creating slick mossy areas in the warm months and iced areas in the winter months. Further, the storm water ponds on the streets due to the low slopes of the curb and gutter and deteriorates the streets causing increased maintenance.

In August 2023, the City contracted with KLJ Engineering, LLC to perform a reconnaissance study of the Remington Drainage area which included gathering complaint reports, revisiting the original drainage reports and design for the subdivision and assessing current conditions. KLJ also provided general recommendations to mitigate the ponding and the sump pumps consistently running across sidewalks creating potential hazards for pedestrians and children. As part of this study, 12 monitoring wells were installed and checked over the course of a year to assess the underground water levels.

The current bid award will provide construction and installation of drainage improvements along Benelli Drive (from Express Drive to Derringer Drive), Red Ryder Drive, and Sako Drive (between Glock Avenue and Musket Court). A bid alternative was included for further improvements on Benelli Drive. (see highlighted areas) The primary purpose is to capture existing sump pumps that run constantly and

get them underground and provide points for residents to connect their sump pumps to the drainage system in the future, if they wish.

Bids were opened on February 26, 2026. We had 12 regular and responsive bids submitted and summarized below:

Bidder	Base Bid	Alternate 1	5% Out of State	Total Bid
Glenn Construction LLC	\$263,880.00	\$34,234.19	\$0.00	\$298,114.19
DRM, Inc	\$264,539.85	\$34,322.31	\$0.00	\$298,862.16
Falcon Construction, LLC	\$288,664.25	\$65,225.80	\$0.00	\$353,890.05
Hot Iron, Inc	\$337,328.66	\$45,782.16	\$0.00	\$383,110.82
Powder River Construction, Inc	\$337,764.75	\$50,844.25	\$0.00	\$388,609.00
Halme, Inc	\$349,261.00	\$44,595.50	\$19,692.83	\$413,549.33
Heart 7 Enterprises, LLC	\$354,006.00	\$45,133.00	\$19,956.95	\$419,095.95
Simon Contractors	\$354,697.50	\$48,819.00	\$0.00	\$403,516.50
S&S Builders, LLC	\$363,981.70	\$54,202.30	\$0.00	\$418,184.00
Dan Hart Patrol Service, LLC	\$382,476.50	\$51,510.51	\$0.00	\$433,987.01
Osborne Energy Solutions	\$392,656.20	\$54,852.80	\$0.00	\$447,509.00
Silver Nail Construction	\$462,079.60	\$41,670.14	\$0.00	\$503,749.74
Engineer's Estimate	\$356,709.00	\$44,705.00	\$0.00	\$401,414.00

This project is fully funded with the Optional 1% Sales Tax Fund with allocations in FY26 for construction in the amount of \$350,000.

ACTUAL COST VS BUDGET:

Actual Cost: \$298,114.19; Budget: \$350,000

STAFF REFERENCE:

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

ATTACHMENTS:

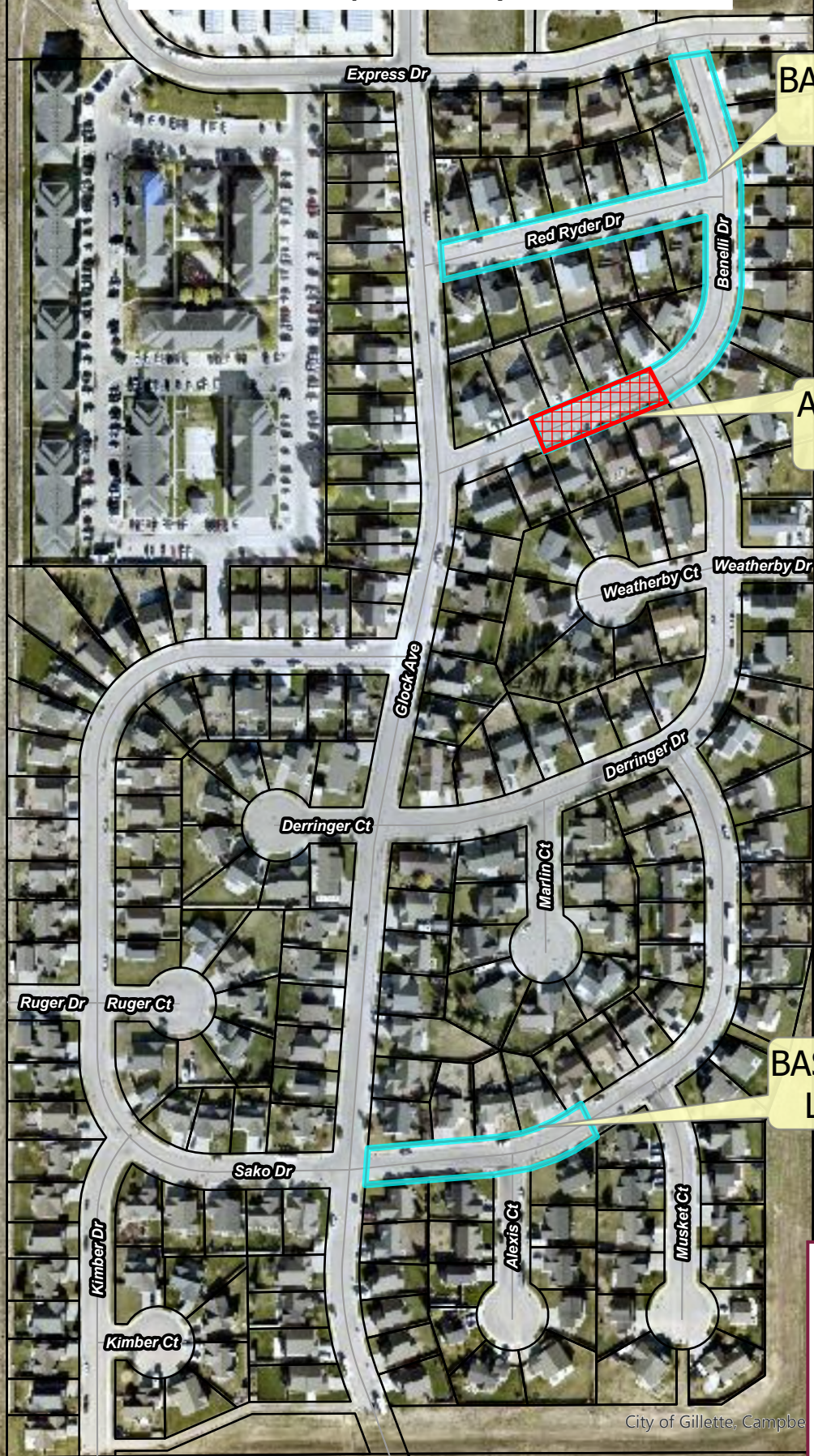
[Project Area Map](#)

REMINGTON SUBDIVISION DRAINAGE IMPROVEMENT (26EN03)

BASE PROJECT
LOCATION

ALTERNATE 1
LOCATION

BASE PROJECT
LOCATION



City of Gillette, Campbell

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

March 02, 2026
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**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Council Consideration of a Bid Award to C&B Operations, Sheridan, Wyoming in the amount of \$46,896.00 (each) for Two (2) New 4x4 Enclosed Cab Utility Vehicle.

SUGGESTED ACTION:

I move for the approval of a Bid Award to C&B Operations, Sheridan, Wyoming in the amount of \$46,896.00 (each) for Two (2) New 4x4 Enclosed Cab Utility Vehicle.

CASE BACKGROUND:

These vehicles were budgeted for in FY26 as replacements for Unit 00076 & 000162 in our Parks Division. Remaining funds will be used to upfit the vehicles with necessary equipment, appropriate lighting, City of Gillette signage, etc.

Bidder	Make/Model	Bid Price	Notes
Bobcat of Gillette, WY	Bobcat UV34 Gas Utility Vehicle	\$51,289.42 (each)	12 Exceptions
C&B Operations Sheridan, WY	John Deere Gator XUV 845M	\$46,896.00 (each)	3 Exceptions

ACTUAL COST VS BUDGET:

Actual Cost \$93,792.00; Budgeted Amount \$147,223; Balance = \$53,431.00

STAFF REFERENCE:

Sawley Wilde, Public Works Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Council Consideration of a Bid Award to Rotochopper, Inc., Martin, Minnesota in the Amount of \$999,473.00 for One(1) New Tracked High Speed Horizontal Grinder.

SUGGESTED ACTION:

I move for Approval of a Bid Award to Rotochopper, Inc. in the amount of \$999,473.00 for One(1) New Tracked High Speed Horizontal Grinder.

CASE BACKGROUND:

BACKGROUND

This equipment is budgeted as a new acquisition in FY26 for Wastewater Treatment Facility yard waste operations.

BIDS

Bidder	Make/Model	Bid Price	Notes
Ecoverse, LLC Livonia, Michigan	Redback DS800T	\$984,358.00	Meets 58 of 64 Specifications; Weighted Score 4.10/5
Rotochopper, Inc. Martin, Minnesota	Rotochopper FP66	\$999,473.00	Meets 63 of 64 Specifications; Weighted Score 4.81/5
Power Equipment Co. Brighton, Colorado	Komptech Lacero 810	\$1,005,130.00	Meets 57 of 64 Specifications; Weighted Score 4.08/5
Vermeer High Plains Boxelder, South Dakota	Vermeer HG6000TX	\$1,060,000.00	Meets 61 of 64 Specifications; Weighted Score 4.5/5
Torgerson's LLC Gillette, Wyoming	Tigercat 6900	\$1,149,217.00	Meets 61 of 64 Specifications; Weighted Score 4.48/5

STAFF RECOMMENDATION:

Staff recommends awarding the bid for one(1) New Tracked High Speed Horizontal Grinder to Rotochopper, Inc. in the amount of \$999,473.00.

Although Rotochopper, Inc. submitted the second-lowest bid, it provided the highest overall weighted score (4.81/5) by meeting significantly more technical specifications (63 out of 64) than the lowest bidder, Ecoverse, LLC (58 out of 64, with a weighted score of 4.10/5). The higher weighted score indicates the Rotochopper unit better meets the long-term operational needs and performance requirements of the Wastewater Treatment Facility, ensuring maximum efficiency and reliability for yard waste processing. The bid is within the FY26 budgeted amount of \$1,000,000.

ACTUAL COST VS BUDGET:

Actual Cost: \$999,473.00; Budgeted Amount: \$1,000,000

STAFF REFERENCE:

Joff Pilon, P.E., Utilities Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Council Consideration of a Bid Award for the Hidden Valley Sanitary Sewer Improvements Project to Halme, Inc., in the Amount of \$1,154,643.35 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Bid Award for the Hidden Valley Sanitary Sewer Improvements Project to Halme, Inc., in the Amount of \$1,154,643.35 (1% Project).

PROJECT NUMBER:

25EN21

CASE BACKGROUND:

The Hidden Valley Sanitary Sewer Improvements project relates to the replacement of various sections of Sanitary Sewer Collector Main under Hidden Valley Road in the Hidden Valley Subdivision largely west of Dade Road (see attached Project Area Map). The project will also provide new asphalt surfacing on Hidden Valley Road west of Dade Road as well as selected water distribution and storm drain improvements.

WHEN CONSTRUCTED: The existing PVC Sewer Main was installed in 1986 and are in need of repairs.

WHY NEEDED: Repair and replacement of these sections are identified by the Wastewater Collection staff as being a high priority due to major sagging, cracked pipe sections, have root intrusions or a combination thereof.

SCHEDULE: The contract allows for 105 working days of construction time. We anticipate the project to begin in the summer/fall of 2026 and be completed in early summer 2027.

BIDDING: The City of Gillette Purchasing Division received five (5) regular and responsive bids for this project on February 19th, 2026 at 2:00PM. Four (4) of the five (5) bidders provided Wyoming Certificates of Residency. The table below provides a summary of the bids received in low bidder order:

Bidder	Base Bid	Add/Alt #1	Total Bid
Halme, Inc.	\$1,085,239.85	\$69,403.50	\$1,154,643.35
DRM, Inc	\$1,191,651.61	\$71,792.84	\$1,263,444.45
Hot Iron, Inc.	\$1,220,335.50	\$81,811.03	\$1,302,146.53
Powder River Construction, Inc.	\$1,278,190.15	\$85,299.2	\$1,363,489.35
Falcon Construction, LLC	\$1,290,192.14	\$91,619.5	\$1,381,811.64
<i>Engineer's Estimate (KLJ Engineering)</i>	\$1,370,235.00	\$106,750.00	\$1,476,985.00

Halme, Inc. is based out of South Dakota, therefore the 5% preference for Wyoming Bidders was added to their bid. The 5% preference produced no change in the low bidder order.

FUNDING: This project is fully funded by the Optional 1% Sales Tax Fund for Sanitary Sewer Improvements with a construction allocation of \$1,350,000 in FY26.

ACTUAL COST VS BUDGET:

Actual cost: \$1,154,643.35; Budget: \$1,350,000

STAFF REFERENCE:

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

ATTACHMENTS:

[Project Area Map](#)

25EN21-Hidden Valley Sanitary Sewer Repairs



CITY OF GILLETTE

Information Technology GIS
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Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

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1 inch equals 300 feet

1 inch equals 0.06 miles

March 02, 2026

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Responsibility Integrity Dedication

City of Gillette, GIS Division, Campbell County, City of Gillette, Camp



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

Council Consideration of a Lease Agreement Between the Campbell County Junior Football Association and the City of Gillette, Wyoming, for the Energy Capital Sports Complex.

SUGGESTED ACTION:

I move to Approve a Lease Agreement Between the Campbell County Junior Football Association and the City of Gillette, Wyoming, for the Energy Capital Sports Complex.

PROJECT NUMBER:

NA

CASE BACKGROUND:

The City is the sole owner of Tract J of the Energy Capital Sports Complex Subdivision and desires to lease the premises to the Campbell County Junior Football Association for the purpose of constructing and utilizing a storage shed for youth football purposes. The City will lease the premises for a term of five (5) years commencing on the last date of signature. After the initial term, the Lease will renew for successive terms of one (1) year, unless terminated by one of the parties. The annual rent to be paid by Lessee to City shall be ten dollars (\$10.00).

ACTUAL COST VS BUDGET:

\$10.00 per year

STAFF REFERENCE:

MAP - Ry Muzzarelli, P.E., Development Services Director and Sean Brown, City Attorney

ATTACHMENTS:

[Area location map](#)

[Lease Agreement](#)

**ENERGY CAPITAL SPORTS COMPLEX LEASE BETWEEN
CAMPBELL COUNTY JUNIOR FOOTBALL ASSOCIATION AND
THE CITY OF GILLETTE, WYOMING**

1. **Parties.** This Lease is made between Campbell County Junior Football Association, Inc. (“Lessee”), whose address is 509 S. Kendrick Ave, Gillette, WY 82716, and the City of Gillette, Campbell County, Wyoming (“Lessor” or “City”), whose address is 201 East 5th Street, Gillette, WY 82716. In consideration of the mutual covenants contained herein, the parties agree as follows:

- A. City's business address for notification under the terms of this lease is:

City of Gillette, Wyoming
201 East 5th Street
Gillette, WY 82716

- B. Lessee's business address for notification under the terms of this lease is:

Campbell County Junior Football Association
P.O. Box 1604
Gillette, WY 82717

- C. If the addresses listed above change, the party whose address has changed shall immediately notify the other party to the lease in writing.

2. **Purpose of Lease; Lease of Premises**

- A. City is the sole owner of the Premises described below and desires to lease the Premises to the Lessee for the purposes stated herein.
- B. Lessee desires to lease the Premises for the purpose of constructing and utilizing a storage shed for youth football purposes (“Project”).
- C. The parties desire to enter a lease contract (“Lease”) defining their rights, duties, and liabilities relating to the Premises and the Project.
- D. For consideration, City leases to Lessee a portion of the land located at the Energy Capital Sports Complex, 3400 Garner Lake Rd., Gillette, WY 82718, and more particularly described on Lease Area Exhibit attached hereto and incorporated herein (“Premises”).

3. **Term of Lease.** This Lease becomes effective when all parties have executed it and all required approvals have been granted. The initial term of this Lease commences on the effective date described in the previous sentence and continues for a period of five (5) years therefrom. After this initial term, this Lease will renew for successive terms of one (1) year, unless terminated by one of the parties.

4. **Rent Payment.** The annual rent to be paid by Lessee to City shall be ten dollars (\$10.00). Rent for the first year shall be paid in full upon execution of the Lease. Thereafter, rent shall be paid in advance, on or before the first day of each year. All rental payments shall be made to City at the address specified above.

5. **Responsibilities of City**

A. **Quiet Enjoyment.** City warrants that Lessee shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by City if Lessee pays the rent and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

6. **Responsibilities of Lessee**

A. **Use of the Premises.**

(i) City authorizes the Lessee to construct and operate the Project on the Premises. All design, construction, financing, and operation of the Project shall be in the sole control of the Lessee; however, all design and construction of the Project must comply with and be permitted under the Gillette City Code and associated standards and regulations.

(ii) Lessee understands and agrees that all construction activities and material for the Project must be fully contained on the Premises.

(iii) Lessee understands and agrees that upon completion of the Project Lessee shall restore the surface and any improvements damaged and any adjacent areas disturbed during the construction of the Project to a condition substantially equal to the condition of the disrobbed or damaged areas of the Premises before the Project. Upon expiration or termination of the Lease, the Lessee shall restore the surface and any improvements damaged and any adjacent areas disturbed during the Lease to a condition substantially equal to the condition of the disrobbed or damaged areas of the Premises before the Lease.

(iv) Lessee shall maintain ownership, control, and responsibility for the Project during and after construction.

B. **Access to Premises.** Lessee shall permit City or its agents to enter the Premises at all reasonable hours to inspect the Premises.

C. **Maintenance.** Lessee shall be responsible for maintaining the Premises, including, but not limited to, grass, tree, and snow removal.

D. **Surrender of Possession.** Lessee shall, on the last day of the term, or on

earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to City free of sub-tenancies in good condition and repair.

- E. **Taxes.** Lessee shall pay all taxes, assessments, or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the Premises.

Utilities. Lessee understands that no natural gas, communications, water, or sewer services are currently available for the Premises. Lessee shall be responsible for causing the installation of City electrical service. All applications and connections for necessary utility services to the Premises, shall be made in the name of the Lessee only, and the Lessee shall be solely liable for utility charges as they become due, including but not limited to those for water, electricity, sewer, and garbage.

7. **Special Provisions**

A. **Alterations, Additions, and Improvements; Ownership**

- (i) Lessee shall not at any time during the Lease term, make alterations, additions, or improvements in and to the Premises, except with regard to the Project, without prior written consent of the City. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Premises.
- (ii) All alterations, additions, and improvements associated with the Project on or in the Premises at the commencement of the term, and that may be erected or installed during the term, shall be the sole property of the Lessor and all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

B. **Destruction of Premises**

- (i) Substantial destruction. If the Premises are damaged by fire or other casualty which shall, in the opinion of the City, make the Premises substantially unusable, the obligation to pay rent shall cease until the Premises are, in the opinion of the City, substantially usable by Lessee.
- (ii) Partial destruction. In the event of partial destruction of the Premises, Lessee shall be entitled to a proportionate reduction of rent while repairs are being made. Proportionate reduction shall be based on the extent to which, in the opinion of the City, the destruction and repairs interfere with the business carried on by Lessee. Such a proportionate reduction in rent shall become effective only after City provides written notice of such to Lessee, and shall remain in effect only for

so long as agreed to, in writing, by the City.

- (iii) In the event of a substantial or partial destruction of the Premises, Lessee shall have twelve (12) months from the date of the destruction to rebuild the Project. If the Project is not rebuilt within twelve (12) months, this Lease will terminate.

C. **Easements, Contracts, or Encumbrances.** The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the Premises.

D. **Insurance**

- (i) During the term of the Lease and for any further time that the Lessee shall hold the Premises, the Lessee shall obtain and maintain at its expense insurance on the Premises, with all standard extended coverage, including insurance against loss or damage by fire.
- (ii) During the term of the Lease and for any further time that Lessee shall hold the Premises, Lessee shall obtain and maintain at its own expense insurance on its personal property and all standard extended coverage. Additionally, the Lessee shall provide proof of the following insurance coverages:
 - (a) **Commercial General Liability Insurance.** The Lessee shall provide coverage against claims arising out of bodily injury and death and from damage to or destruction of property of others, including loss of use thereof, and including products and completed operations, with minimum limits of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iii) The City shall be named as an additional insured by an endorsement on the Lessee's general liability policy for the term of this agreement. The parties intend and agree that the City does not waive governmental immunity by entering into this section of the Lease and specifically retains governmental immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 and all other applicable law.
- (iv) It is understood and agreed that the Lessee's policies are primary and not contributory. All insurance certificates shall be submitted to the City for review and approval before the effective date of this Lease. All insurance certificates provided by the Lessee must include a clause stating that the insurance may not be canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.

- (v) The Lessee will report any damage to the Premises to the City within seven (7) days of the occurrence of any damage. The Lessee will also advise the City of any potential or pending liability claim filed against it arising from the use of the Premises within seven (7) days of Lessee receiving notice of such claim.

E. Repairs

- (i) Lessee shall keep in good repair all structural portions including fixtures, the exterior and interior walls, floors, and ceilings of the Project.
- (ii) Lessee, at its own expense, shall repair any damage or injuries to the Project or Premises.
- (iii) Lessee shall keep the non-structural portions of the Project, including any improvements made by Lessee such as trade fixtures, in good repair at its own expense.
- (iv) On termination of this Lease, Lessee shall ensure that the Premises are in the same condition and repair as when received by it except for normal wear and tear.

F. Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the legal representatives, successors, assignees, agents, and employees of both parties.

G. Time is of the Essence. Time is of the essence in all provisions of this Lease.

H. Unlawful or Dangerous Activity. Lessee shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultra-hazardous business purpose nor operate or conduct business in a manner constituting a nuisance of any kind. Lessee shall immediately, upon notification of any unlawful, disreputable, ultra-hazardous use, or nuisance, take action to halt such activity.

8. General Provisions

A. Applicable Law/Venue. 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.

B. Entirety of Lease; Amendment. This Lease 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. This Lease may not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written instrument executed by all parties.

- C. **Governmental Immunity.** City does not waive governmental immunity by entering into this Lease and, unless specifically and expressly waived, City retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 122 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, and similar provisions will not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Lease 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), City does not intend to retain immunity in actions based on contract under this provision.
- D. **Hold Over; and Unlawful Detainer.** Lessee shall vacate the Premises, on the last day of the term, or on earlier termination and forfeiture of the Lease, and deliver the Premises to City. If the Lessee remains on the Premises after the expiration of the term of this Lease, Lessee shall immediately be considered a tenant-at-sufferance and responsible for the following. If Lessee holds possession of the Premises after the term of this Lease, Lessee shall immediately pay Lessor an amount equal to one hundred and fifty percent (150%) of the then current Base Rent.
- (i) If litigation is brought for an unlawful detainer of the Premises, for the recovery of any Base Rent due under the provisions of this Lease, or for Lessee's breach of any other condition contained in this Lease, Lessee shall pay to Lessor a reasonable attorney fee which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of the action by Lessor.
- E. **Indemnification.** Lessee shall indemnify, hold harmless, and defend the City, its members of the governing body, directors, officers, agents, representatives, and employees from and against all injuries, claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of Lessee or any of its officers, sub-contractors, agents, or employees; (b) any breach of any of the terms contained in this Lease; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Lease.

- F. **Notice.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt requested, or by facsimile, e-mail, or in person, to the party to be notified, at the address set forth above.

Every notice, if mailed, shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Notice sent by facsimile or e-mail shall be deemed to have been given at the time sent. Nothing contained herein shall be construed to preclude personal service of any notice.

- G. **Severability.** If any part of this Lease 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 Lease and the remaining portions of this Agreement will be valid and enforceable.

- H. **Termination.** This Lease may be terminated for cause if either party fails to perform its duties in accordance with the terms of this Lease. The occurrence of the following shall constitute an event of default with respect to parties: either party fails to comply with any material provision of this Lease, and such failure shall continue uncured for thirty (30) days after notice thereof by the non-defaulting party, provided that if such failure is not capable of being cured within such period of thirty (30) days with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time (not to exceed one hundred eighty (180) days) so long as the defaulting party is exercising reasonable diligence to cure such failure.

If, as described above, an event of default occurs at any time during the Lease, the non-defaulting party may, for so long as the event of default is continuing, (i) deliver a written notice which establishes a date (which date shall be no earlier than thirty (30) days after the non-defaulting party delivers notice) (the "Termination Date") on which this Lease will terminate, (ii) withhold any payments due in respect of this Lease, and (iii) pursue any other remedies available at law or in equity.

Additionally, this Lease will terminate in the following instances. If Lessee dissolves or ceases to be an existing entity, this Lease shall automatically terminate as of the date of dissolution. If Lessee abandons the Premises for at least twelve (12) consecutive months, then this Lease shall automatically terminate. If Lessee fails to commence and complete construction of the Project within one (1) year of the effective date, this Lease shall automatically terminate at the end of such one (1) year period.

After the initial term, any party may terminate this Lease by providing the other party thirty (30) days' notice.

Campbell County Junior Football Association Shed

Approximate shed location



Capital Rd

Race Way

February 19, 2026
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

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**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Chapter 5, Sections 5-III-1(D)(6), 6, 7, 18, 23, 27, 32, 36, 41 and 5-IV-1, 2, and 3 of the Gillette City Code in Order to Relocate Certain Fees into Resolution.

SUGGESTED ACTION:

I move for approval of the Ordinance to Amend Chapter 5, Sections 5-III-1(D)(6), 6, 7, 18, 23, 27, 32, 36, 41 and 5-IV-1, 2, and 3 of the Gillette City Code in Order to Relocate Certain Fees into Resolution.

CASE BACKGROUND:

This ordinance removes the fees listed in Chapter 5 of the Gillette City Code and places them into a separate resolution.

A draft resolution is included for reference; however, such resolution will not be voted on unless and until this ordinance passes a third reading.

If passed, this ordinance will not take effect until July 1, 2026.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Ordinance Amending Chp. 5 removing fees \(SAB Final\)](#)

[Chapter 5 fees resolution \(SAB edit\)](#)

[Current Building Valuation Data](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 5, SECTIONS 5-III-1(D)(6), 6, 7, 18, 23, 27, 32, 36, 41 AND 5-IV-1, 2, AND 3 OF THE GILLETTE CITY CODE IN ORDER TO RELOCATE CERTAIN FEES INTO RESOLUTION

RECITAL: The City wishes to more efficiently amend its fees and costs associated with Chapter 5 of the Gillette City Code. To do so, it is necessary to remove such fee schedules from Chapter 5 of the Gillette City Code and move such fees to separate Resolutions.

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

SECTION ONE. Chapter 5, Sections 5-III-1(d)(6), 6, 7, 18, 23, 27, 32, 36, and 41, of the Gillette City Code are amended to remove the following struck-through language and add the language in red:

**§ 5-III-1. License required; contractor defined; exceptions.
(d) Reciprocity regarding licenses from other Wyoming local governments.**

(6) Fees. Any fee associated with this Section is set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

~~(6) — Fees. The Board will not charge a fee for a grant of Reciprocity. If an individual or entity seeks to perform work that is either (i) not covered under the license issued by the Issuing Jurisdiction or (ii) perform work that is not at an equivalent level of competency required by the Bord, then the Board may charge a fee under the relevant "New" category stated in Section 5-III-7.~~

§ 5-III-6. License Fees.

The annual fee associated with this Section is set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

~~(a) Annual fees required: The annual license fees applicable to those herein enumerated shall be as determined by the Director and the Board with final approval by the City Council.~~

~~(b) Prorating of fees. License fees shall not be prorated for any portion of the year. (c) License fee refund. License fees are not refundable. (Ord. 911, §2, 12-19-77; Ord. 2050, 6-3-96; Ord. 3312, 4-19-2004; Ord. 3415, 4-17-2006)~~

§ 5-III-7. Licenses, Fee Schedule.

The annual fee, due and payable upon the issuance or renewal of the relevant license, associated with this Section is set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

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

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

Type of license	New	Renewal
Class D Electrical	\$ 150.00	\$ 50.00
Class D Plumbing	\$ 150.00	\$ 50.00
Class D HVAC, Mechanical	\$ 150.00	\$ 50.00

Class D Gas Pipefitters	\$ 150.00	\$ 50.00
Class F: Fire Suppression Contractor	\$75.00	\$75.00

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

§ 5-III-18. Licenses, Fee Schedule.

The annual fee, due and payable upon the issuance or renewal of the relevant license, associated with this Section is set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

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

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

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

§ 5-III-23. Licenses, Fee Schedule.

The annual fee, due and payable upon the issuance or renewal of the relevant license, associated with this Section is set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

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

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

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

§ 5-III-27. Licenses, Fee Schedule.

The annual fee, due and payable upon the issuance or renewal of the relevant license, associated with this Section is set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

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

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

(Ord. 3875, 11-2-2015)

§ 5-III-32. Licenses, Fee Schedule.

The annual fee, due and payable upon the issuance or renewal of the relevant license, associated with this Section is set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

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

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

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

§ 5-III-36. Licenses, Fee Schedule.

The annual fee, due and payable upon the issuance or renewal of the relevant license, associated with this Section is set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development

Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

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

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

(Ord. 3621, 5-4-2009)

§ 5-III-41. Licenses, Fee Schedule.

The annual fee, due and payable upon the issuance or renewal of the relevant license, associated with this Section is set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

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

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

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

SECTION TWO. Chapter 5, Sections 5-IV-1, 2, and 3 of the Gillette City Code are amended to remove the following struck-through language and add the language in red:

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

All fees associated with this Section are set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of

Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

(a) ~~Plan Review Fees:~~

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

~~(Ord. 3874, 11-2-2015)~~

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

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

Type	Permit Fee
Signs (includes LED, not video)	\$30
Miscellaneous Residential includes remodels, damage, repair or residing.	\$20

Miscellaneous Commercial includes remodels up to 500sq. ft., for larger projects permits are based on the above chart	\$30
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*Storage Building/Garage	Fee is calculated according to the Building Square Feet table, above.
*Deck	\$20
Fences over 6'	\$10.00
*Retaining Walls (over 4 ft. high, require engineered drawings)	\$20.00
Fire Sprinkler Systems Campbell County Fire Department performs the plan check and inspections.	\$30
GRADING PLAN REVIEW FEE, and GRADING PERMIT FEE	\$60
Building Demolition permits	\$60
Cell and other Towers	\$100
Antenna Co-Locates	\$100
Temporary Job Trailers	\$30

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

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

(b) FOUNDATION PERMIT FEE

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

A Building Permit must be obtained to finish a basement; however, a building permit fee will be waived. Because the building square footage is charged in original plans and plumbing, and FIVE-63 (Revised 12-2024) mechanical work is usually roughed in in unfinished basements, permits are required to finish the plumbing and mechanical but there is no charge for those permits, unless there are special circumstances. For example, if the basement floor must be opened to install new plumbing drain lines or if a new hot water heater or a furnace is installed then a permit and fee will be required. A standard electrical permit is required with the standard fee for the addition of new electrical circuits as well as for electrical wiring and new outlets to finish a basement. Standard inspections from the Building Division will still be conducted and work must be in compliance

with the code enforced by the City of Gillette. (Ord. 1741 12-4-89; Ord. 1956 9-19-94; Ord. 2050, 6-3-96; Ord. 3415, 4-17-2006) (Ord. 3052, 8-17-98; Ord. 3415, 4-17-2006; Ord. 3690, 9-7-2010)

~~(c.) Reinspection Fees.~~

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

1.	Reinspection fees assessed under provisions of Section 108.8	\$60.00
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~~(d) Disaster Permits~~

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

§ 5-IV-2. Electrical Permit Fees.

All fees associated with this Section are set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette’s Website.

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

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

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

~~(3) Residential and Commercial Electrical Fees~~

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

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

~~(b) The maximum fee for commercial building is:~~

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

- ~~a. 0 to 100 amp capacity—\$40.00~~
- ~~b. 101 to 200 amp capacity—\$50.00~~

e. For each additional 100 amp or fraction thereof—\$10.00.

d. \$5 for each sub-panel.

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

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

—————(a) Each street lighting standard—\$1

(b) Each traffic signal standard—\$2

(c) Each lighted sign—\$10.

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

(4) Demolition of Building—Disconnect power service line \$10.

(Ord. 618, 3-30-2009 effective 7-1-2009)

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

All fees associated with this Section are set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette’s Website.

(a) Plumbing Permit Fees

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

(Ord. 3874, 11-2-2015)

(b) Mechanical Permit Fees

Unit Fee Schedule

1.	Residential-New HVAC (Includes up to 2 heating units, A/C unit, vents, ducts, bath fans, dryer vents, & fire places) \$15 per unit for each additional unit (Ord. 3690, 9-7-2010)	\$30.00
2.	Residential-Replacement	Per unit
	A. Installation of a furnace, woodstove or heating unit	\$15.00
	B. Installation of an Air Conditioning or cooling unit	\$15.00
	C. Installation of a Boiler unit	\$15.00
	D. Miscellaneous	\$15.00
3.	Commercial New or Replacement	Per unit

	A. Installation of a furnace, wood stove or heating unit	\$20.00
	B. Installation of an Air Conditioning window unit or cooling unit	\$20.00
	C. Installation of a Boiler unit	\$20.00
	D. Installation of a Grease hood or Exhaust Hood	\$20.00
	E. New Construction or alteration of a Commercial Building HVAC (Heating unit, venting, ducts, air conditioning unit, grease hood, bathroom fan, dryer vent) \$20 per unit for each additional unit.	\$75.00 Flat fee
	F. Miscellaneous	\$20.00

(b) Gas Pipefitting Permit Fees

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

(Ord. 1741, 12-4-89; Ord. 2050, 6-3-96; Ord. 3052, 8-17-98; Ord. 3415, 4-17-2006; Ord. 3618, 3-30-2009; Ord. 4004, eff. 1-3-2022)

SECTION THREE. The effective date of this Ordinance is July 1, 2026.

First Reading: March __, 2026.

Second Reading: April __, 2026.

PASSED AND APPROVED on Third and Final Reading this ____ day of April 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Published: Gillette News Record

Date: _____

Signed: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING UPDATED G.C.C.
CHAPTER 5 BUILDING AND CONTRACTOR LICENSE FEES FOR THE
CITY OF GILLETTE BUILDING DEPARTMENT (2026)**

Recitals

WHEREAS, Chapter 5 of the Gillette City Code identifies certain Building permits and contractor license fees that shall be established per Resolution;

WHEREAS, the City of Gillette previously handled fees associated with Chapter 5 of the Gillette City Code, also known as the Building Code, through ordinance but removed them from the Code through Ordinance No. _____, which established Building Code and Contractor License Fees would be adopted via resolution; and,

WHEREAS, the City of Gillette wishes to authorize and approve Fees associated with the Building Code under Chapter 5 of the Gillette City Code.

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

The following Building Code and Contractor License Fees described within Chapter 5 of the Gillette City Code are hereby adopted with an effective date of July 1, 2026.

1. Contractor License Fees

Contractor License Fees	
Class A: General Contractor	\$500/year
Class B: Building Contractor	\$300/year
Class R: Residential Contractor	\$150/year
Class C: Specialty Contractor	\$75/year
Class D Electrical	\$150 - New / \$50 Annual Renewal
Master Electrician	\$50 - New/ \$5 Annual Renewal
Journeyman Electrician	\$25 - New/ \$5 Annual Renewal
Apprentice Electrician	\$5/year
Class D Plumbing	\$150 - New / \$50 Annual Renewal
Master Plumber	\$50/year
Journeyman Plumber	\$25/year
Apprentice Plumber	\$5/year
Residential Fire Suppression System Installer - Master Plumber	\$50/year
Residential Fire Suppression System Installer - Journeyman Plumber	\$25/year

Class D HVAC, Mechanical	\$150 - New / \$50 Annual Renewal
Master HVAC License	\$50/year
Journeyman HVAC License	\$25/year
Apprentice HVAC License	\$5/year
Master Refrigeration Technician	\$50/year
Journeyman Refrigeration Technician	\$25/year
Apprentice Refrigeration Technician	\$5/year
Class D Gas Pipefitters	\$150 - New / \$50 Annual Renewal
Master Gas Pipefitter	\$50/year
Journeyman Gas Pipefitter	\$25/year
Apprentice Gas Pipefitter	\$5/year
Class F Fire Suppression Contractor	\$75/year

2. Building Permit Fees

BUILDING PERMIT FEES	July 1, 2026	July 1, 2027	July 1, 2028
Residential-New, Additions and Alterations	Building square footage	Building square footage	Building square footage
	x City Building Valuation Data*	x City Building Valuation Data*	x City Building Valuation Data*
	x City Multiplier (.00201399)	x City Multiplier (.0026195)	x City Multiplier (.003025)
	= Permit Fee	= Permit Fee	= Permit Fee
Commercial-New, Additions and Alterations	Building square footage	Building square footage	Building square footage
	x City Building Valuation Data*	x City Building Valuation Data*	x City Building Valuation Data*
	x City Multiplier (.0000721)	x City Multiplier (.0009366)	x City Multiplier (.001081)
	= Permit Fee	= Permit Fee	= Permit Fee
Individual Trade Permits(Electrical, Mechanical, Plumbing, Structural) to include Demo, Manufactor Homes and foundation only permits			\$50-Residential, \$100-Commercial

Multiple Trade Permits (Electrical, Mechanical, Plumbing, Structural)	
charged per trade	\$50-Residential, \$100-Commercial
to include Demo, Manufactor Homes and foundation only permits	
Plan Review Fees	
Commercial	35% of Permit fee
Residential	35% of Permit fee
Plan Revision fee after permit issued	25% of Permit fee
Re-Inspection Fees	\$50-Residential, \$100 Commercial

Additional Fees	
Commercial Storm Water Permits	\$100
Residential Storm Water Permits	\$50 per lot
Permit fees will be doubled if any of the following occur;	
Caught working without a permit	Double original permit fee
Caught working without Contractor's License	Double original permit fee
Caught working out of Contractor's License classification	Double original permit fee

**With respect to building valuation data, it is established by the International Code Council and periodically updated based on up-to-date costs of supplies. The current data is provided by the City of Gillette Building Department.*

PASSED, APPROVED, AND ADOPTED this _____ day of April, 2026.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk

*Current Building Valuation Data

City Building Valuation Data									
Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	340.83	328.70	319.00	306.43	286.33	278.03	295.95	266.82	256.61
A-1 Assembly, theaters, without stage	312.91	300.78	291.08	278.51	258.66	250.36	268.03	239.14	228.94
A-2 Assembly, nightclubs	272.09	264.11	255.82	246.06	230.47	224.21	237.62	209.58	201.63
A-2 Assembly, restaurants, bars, banquet halls	271.09	263.11	253.82	245.06	228.47	223.21	236.62	207.58	200.63
A-3 Assembly, churches	317.60	305.47	295.77	283.20	263.47	255.18	272.73	243.96	233.75
A-3 Assembly, general, community halls, libraries, museums	266.72	254.59	243.89	232.31	211.46	204.17	221.84	191.95	182.74
A-4 Assembly, arenas	311.91	299.78	289.08	277.51	256.66	249.36	267.03	237.14	227.94
B Business	301.40	290.70	280.27	268.41	245.13	236.39	258.10	219.07	209.02
E Educational	290.11	279.78	270.34	258.97	240.45	228.20	250.06	210.46	203.65
F-1 Factory and industrial, moderate hazard	165.82	157.82	147.89	142.31	126.72	120.56	135.68	105.08	97.84
F-2 Factory and industrial, low hazard	164.82	156.82	147.89	141.31	126.72	119.56	134.68	105.08	96.84
H-1 High Hazard, explosives	154.69	146.69	137.76	131.18	116.91	109.75	124.55	95.27	0.00
H234 High Hazard	154.69	146.69	137.76	131.18	116.91	109.75	124.55	95.27	87.03
H-5 HPM	301.40	290.70	280.27	268.41	245.13	236.39	258.10	219.07	209.02
I-1 Institutional, supervised environment	277.74	267.79	258.23	248.47	227.43	221.32	247.95	204.83	197.52
I-2 Institutional, hospitals	473.85	463.15	452.71	440.86	415.54	0.00	430.54	389.49	0.00
I-2 Institutional, nursing homes	326.90	316.19	305.76	293.90	272.12	0.00	283.59	246.07	0.00
I-3 Institutional, restrained	318.07	307.36	296.93	285.07	264.31	254.57	274.76	258.10	226.20
I-4 Institutional, day care facilities	277.74	267.79	258.23	248.47	227.43	221.32	247.95	204.83	197.52
M Mercantile	203.08	195.10	185.80	177.05	161.11	155.85	168.60	140.22	133.27
R-1 Residential, hotels	280.94	270.99	261.43	251.67	230.13	224.02	251.15	207.53	200.22
R-2 Residential, multiple family	234.59	224.64	215.08	205.32	185.03	178.92	204.80	162.43	155.12
R-3 Residential, one- and two-family	218.08	212.28	207.18	202.76	195.98	189.00	206.85	182.23	170.80
R-4 Residential, care/assisted living facilities	277.74	267.79	258.23	248.47	227.43	221.32	247.95	204.83	197.52
S-1 Storage, moderate hazard	153.69	145.69	135.76	130.18	114.91	108.75	123.55	93.27	86.03
S-2 Storage, low hazard	152.69	144.69	135.76	129.18	114.91	107.75	122.55	93.27	85.03
U Utility, miscellaneous	122.65	115.66	107.12	102.79	91.57	85.78	97.87	72.88	69.64



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Chapter 7, Section 7-25 of the Gillette City Code in Order to Relocate Certain Fees Into Resolution.

SUGGESTED ACTION:

I move for approval of the Ordinance to Amend Chapter 7, Section 7-25 of the Gillette City Code in Order to Relocate Certain Fees Into Resolution.

CASE BACKGROUND:

This ordinance removes the fees listed in Chapter 7 of the Gillette City Code and places them into a separate resolution.

A draft resolution is included for reference; however, such resolution will not be voted on unless and until this ordinance passes a third reading.

If passed, this ordinance will not take effect until July 1, 2026.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Ordinance Amending Ch. 7 to remove fees \(SAB Final\)](#)
[Chapter 7 fee resolution \(SAB edit\)](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 7, SECTION 7-25 OF THE GILLETTE CITY CODE IN ORDER TO RELOCATE CERTAIN FEES INTO RESOLUTION

RECITAL: The City wishes to more efficiently amend its fees and costs associated with Chapter 7 of the Gillette City Code. To do so, it is necessary to remove such fee schedules from Chapter 7 of the Gillette City Code and move such fees to separate Resolutions.

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

SECTION ONE. Chapter 7, Section 7-25 of the Gillette City Code is amended to remove the following struck-through language and add the language in red:

§ 7-25. Stormwater Permit Fees

The fees shall be set forth as follows:

Stormwater Permit Fee Schedule			
Subdivisions			
	Area of Disturbance		Permit Fee
	<5 acres		\$100
	5 acres or more		\$0*
Commercial and Industrial Developments			
	<5 acres		\$100
	5 acres or more		\$0*
Permit Extension Fee for all above Permits			\$250
<i>*\$200-\$500 WYDEQ Large Construction General Permit fees apply</i>			
Single Family Dwelling Permits (as defined by IRC)			
Dwelling Units			\$30/unit
Permit Extension Fee			\$100

(Ord. 3891, 4-19-2016).

All fees associated with Storm Water Permit are set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

SECTION TWO. The effective date of this Ordinance is July 1, 2026.

First Reading: March __, 2026.

Second Reading: April __, 2026.

PASSED AND APPROVED on Third and Final Reading this ____ day of April 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Published: Gillette News Record

Date: _____

Signed: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING UPDATED G.C.C.
CHAPTER 7 ENGINEERING CODE FEES FOR THE CITY OF GILLETTE
ENGINEERING DEPARTMENT (2026)**

Recitals

WHEREAS, Chapter 7 of the Gillette City Code identifies certain Engineering permits and fees that shall be established per Resolution;

WHEREAS, the City of Gillette previously handled fees associated with Chapter 7 of the Gillette City Code, also known as the Engineering Code, through ordinance but removed it from the Code through Ordinance No. _____, which established Engineering Code Fees would be adopted via resolution; and,

WHEREAS, the City of Gillette wishes to authorize and approve Fees associated with the Engineering Code under Chapter 7 of the Gillette City Code.

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

The following Engineering Code Fees described within Chapter 7 of the Gillette City Code are hereby adopted with an effective date of July 1, 2026.

1. Stormwater permit fee (also known as permit to grade) for subdivisions is one hundred dollars (\$100).
 - a. A request to extend the permit will require an additional two hundred and fifty dollars (\$250.00).
2. Commercial and Industrial Development permit fee is one hundred dollars (\$100.00).
 - a. A request to extend the permit will require an additional two hundred and fifty dollars (\$250.00).
3. Single Family Dwelling permit fee is thirty dollars (\$30).
 - a. A request to extend the permit will require an additional one hundred dollars (\$100.00).
4. Floodplain Development Permits must be filed with the City Engineering Department, but costs zero dollars (\$0).

PASSED, APPROVED, AND ADOPTED this _____ day of April, 2026.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Section 7 of the Condominium Platting Regulations of the City of Gillette, Wyoming in Order to Relocate Fees into Resolution.

SUGGESTED ACTION:

I move for approval of the Ordinance to Amend Section 7 of the Condominium Platting Regulations of the City of Gillette, Wyoming in Order to Relocate Fees into Resolution.

CASE BACKGROUND:

This ordinance modifies the Condominium Platting Regulations of the City of Gillette by removing the fees listed and placing them in a separate resolution.

Information regarding fees will be addressed in a presentation.

If the ordinance is approved, it will not become effective until July 1, 2026.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Condominium Ordinance fee mod \(SAB Final\)](#)

AN ORDINANCE TO AMEND SECTION 7 OF THE CONDOMINIUM PLATTING REGULATIONS OF THE CITY OF GILLETTE, WYOMING IN ORDER TO RELOCATE FEES INTO RESOLUTION

RECITAL: The City wishes to more efficiently amend its fees and costs associated with the Condominium Platting Regulations of the City of Gillette Wyoming. To do so, the City desires to remove such fee schedules from City Ordinance and move such fees to separate Resolution.

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

SECTION ONE. Section 7 of the Condominium Platting Regulations of the City of Gillette, Wyoming, Section 7 is amended to add the language in red and remove the struck-through language:

Section 7. Fees

All fees associated with the Condominium Platting Regulations of the City of Gillette, Wyoming are set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

~~a. Condominium Plat Review. Condominium Plat submittals shall be accompanied by a minimum fee of one hundred dollars (\$100.00), plus ten dollars (\$10.00) per unit for each unit in excess of ten (10) units up to a maximum fee of one thousand dollars (\$1,000.00). No additional fees will be charged for Minor Plats or Development Plans when filed concurrently with the Condominium Plat submittals. Fees are payable to the City of Gillette and are for the purpose of partially off-setting costs incurred by the City for necessary plat review.~~

~~b. Recording fee. As determined by the County Clerk. To be submitted to the Department after approval of the Condominium Plat and made payable to the Campbell County Clerk.~~

~~c. Appeals. There shall be no fees for an appeal from the Planning Commission or from the administrative staff of the City with respect to these regulations.~~

~~d. Variances. Each request for a variance shall be accompanied by a fee of twenty five dollars (\$25.00), payable to the City of Gillette.~~

~~e. Correction Plat. Each correction plat submitted shall be accompanied by a fee of fifty dollars (\$50.00), payable to the City of Gillette.~~

~~f. Utility Plant Investment Fees. As calculated by the City Engineer.~~

SECTION TWO. The effective date of this Ordinance is July 1, 2026.

First Reading: March __, 2026.

Second Reading: April __, 2026.

PASSED AND APPROVED on Third and Final Reading this ____ day of April 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Published: Gillette News Record

Date: _____

Signed: _____



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Chapter 18, Sections 18-6 and 18-8 of the Gillette City Code In Order to Relocate Certain Fees into Resolution.

SUGGESTED ACTION:

I move to approve the Ordinance to Amend Chapter 18, Sections 18-6 and 18-8 of the Gillette City Code In Order to Relocate Certain Fees into Resolution.

CASE BACKGROUND:

This ordinance modifies G.C.C. Chapter 18 but removing the fees listed and placing them in a separate resolution.

A draft resolution is also included for reference; however, this resolution will not be up for a vote unless and until the ordinance passes third reading.

If the ordinance is approved, it will not become effective until July 1, 2026.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Ordinance amending Ch. 18 remove fees \(SAB Final\).](#)
[Chapter 18 Street and Sidewalks fee resolution \(SAB Edit\)](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 18, SECTIONS 18-6 AND 18-8 OF THE GILLETTE CITY CODE IN ORDER TO RELOCATE CERTAIN FEES INTO RESOLUTION

RECITAL: The City wishes to more efficiently amend its fees and costs associated with Chapter 18 of the Gillette City Code. To do so, it is necessary to remove such fee schedules from Chapter 18 of the Gillette City Code and move such fees to separate Resolutions.

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

SECTION ONE. Chapter 18, Section 18-6 is amended to add the language in red and remove the following struck-through language:

§18-6. Permit Fee.

All fees associated with this Chapter are set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

~~The permit fee is twenty-five dollars (\$25.00). This fee will cover the cost of inspections and administration by the City. (Ord. 3945, 4/03/18)~~

SECTION TWO. Chapter 18, Section 18-8 of the Gillette City Code is hereby deleted in its entirety.

SECTION THREE. The effective date of this Ordinance is July 1, 2026.

First Reading: March __, 2026.

Second Reading: April __, 2026.

PASSED AND APPROVED on Third and Final Reading this ____ day of April 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Published: Gillette News Record

Date: _____

Signed: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING UPDATED G.C.C.
CHAPTER 18 STREETS AND SIDEWALK PERMIT FEES AND
CORRECTIVE ACTION FEES FOR THE CITY OF GILLETTE
ENGINEERING DEPARTMENT (2026)**

Recitals

WHEREAS, Chapter 18 of the Gillette City Code identifies Streets and Sidewalk Permit Fees and Corrective Action Fees that shall be established per Resolution;

WHEREAS, the City of Gillette previously handled Streets and Sidewalk Permit Fees and Corrective Action Fees for the City of Gillette in Chapter 18, through ordinance but removed it from the Code through Ordinance No. _____, which established Street and Sidewalk Permit Fees and Corrective Action Fees would be adopted via resolution; and,

WHEREAS, the City of Gillette wishes to authorize and approve updated Street and Sidewalk Permit Fees and Corrective Action Fees.

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

The following Streets and Sidewalk Permit Fees and Corrective Action Fees described within Chapter 18 of the Gillette City Code are hereby adopted with an effective date of July 1, 2026.

1. Right-of-way (ROW) permit fee shall be seventy-five dollars (\$75.00).
2. Corrective Actions:
 - a. If a permittee fails to complete the required work within the allowed time, or if the work is not done in accordance with City specifications or the City Code, the City will cause the work to be done satisfactorily. The City shall then present a bill to the permittee for the amount expended, plus a service charge of an additional fifteen percent (15%).
 - b. Upon receipt of a bill from the City for services performed, the permittee shall make full payment to the City within thirty (30) working days.
 - c. The city shall not issue any further permits to the permittee until all bills for work performed are paid in full.
3. Permit to Construct must be filed with the City, but costs zero dollars (\$0).

PASSED, APPROVED, AND ADOPTED this _____ day of April, 2026.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

DRAFT



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend Article I Section 12 and Article V Section 7 of the Subdivision Regulations of the City of Gillette in Order to Relocate Fees Into Resolution.

SUGGESTED ACTION:

I move for approval of the Ordinance to Amend Article I Section 12 and Article V Section 7 of the Subdivision Regulations of the City of Gillette in Order to Relocate Fees Into Resolution.

CASE BACKGROUND:

This ordinance modifies the Subdivision Regulations of the City of Gillette by removing the fees listed and placing them in a separate resolution.

A draft resolution is also included for reference; however, this resolution will not be up for a vote unless and until the ordinance passes third reading.

If the ordinance is approved, it will not become effective until July 1, 2026.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Subdivision Reg ordinance to remove fees \(SAB Final\)](#)

[Subdivision Reg Fee Resolution \(SAB\) Edit](#)

**AN ORDINANCE TO AMEND ARTICLE I SECTION 12 AND ARTICLE V SECTION 7 OF THE
SUBDIVISION REGULATIONS OF THE CITY OF GILLETTE IN ORDER TO RELOCATE FEES INTO
RESOLUTION**

RECITAL: The City wishes to more efficiently amend its fees and costs associated with the Subdivision Regulations of the City of Gillette. To do so, the City desires to remove such fee schedules from City Ordinance and move such fees to separate Resolution.

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

SECTION ONE. Article I Section 12 of the Subdivision Regulations of the City of Gillette is amended to add the language in red and remove the struck-through language:

Article I: General Conditions

Section 12. FEES

All fees associated with the Subdivision Regulations of the City of Gillette are set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

~~Fees for review of subdivision plats and other services under the Subdivision Regulations of the City of Gillette, Wyoming are listed in section 5.k of the Zoning Ordinance of Gillette, Wyoming.~~

SECTION TWO. Article V Section 7 City of Gillette Subdivision Regulations is amended to add the language in red and remove the struck-through language:

Article V: Subdivision Improvements

Section 7: Park and Pathway Fees and Dedications

c. Park Development Fee and Applicability

(4) Fee

All fees associated with the Subdivision Regulations of the City of Gillette are set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk

during normal business hours. This resolution may also be viewed on the City of Gillette's Website.

~~The park development fee is \$350.00 per dwelling unit. The fee is subject to change over time. Credit shall not be provided to any residential development for on-site private recreation or park facilities.~~

(5) ~~Fee Calculation and~~ Timing of Payment

~~The fee is calculated by multiplying the current fee rate by the proposed number of dwelling units being provided. The fee payment shall be made prior to recording the final plat.~~

In the case of land to be platted and developed as a mobile home or manufactured home park, the park development fee is due prior to the final plat or development plan being recorded. In all instances, the fee shall be paid prior to a zoning or building permit being issued.

SECTION THREE. The effective date of this Ordinance is July 1, 2026.

First Reading: March __, 2026.

Second Reading: April __, 2026.

PASSED AND APPROVED on Third and Final Reading this ____ day of April 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Published: Gillette News Record

Date: _____

Signed: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING UPDATED
SUBDIVISION REGULATION CODE FEES FOR THE CITY OF
GILLETTE (2026)**

Recitals

WHEREAS, The Subdivision Regulations of the City of Gillette identifies certain permits and fees that shall be established per Resolution;

WHEREAS, the City of Gillette previously handled fees associated with the Subdivision Regulations of the City of Gillette through Ordinance No. 3620, but has since removed any fees directly in the Code Ordinance No. _____, which established Subdivision Regulation Code fees would be adopted via resolution; and,

WHEREAS, the City of Gillette wishes to authorize and approve fees associated with the Subdivision Regulations Code of the Gillette City.

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

The following Subdivision Regulations Code permit fees described in the Gillette City Code are hereby adopted with an effective date of July 1, 2026.

Project Type	Current Fee	July 1, 2026	July 1, 2027	July 1, 2028
Annexation	\$475.00	\$1,659.52	\$2,157.38	\$2,489.28
Pre-Annexation Agreement	\$0.00	\$518.60	\$674.18	\$777.90
Minor Subdivision	\$340.00	\$674.18	\$876.43	\$1,011.27
Major Subdivision	\$475.00	\$1,127.96	\$1,353.55	\$1,503.94
Condominium	\$475.00	\$1,296.50	\$1,685.45	\$2,593.00
Easement or Right of Way Vacate	\$340.00	\$388.95	\$505.64	\$583.43
Administrative Plat	\$340.00	\$492.67	\$640.47	\$739.01
Park Development	\$350.00 per dwelling unit	\$350.00 per dwelling unit	\$350.00 per dwelling unit	\$350.00 per dwelling unit

PASSED, APPROVED, AND ADOPTED this _____ day of April, 2026.

Shay Lundvall, Mayor

(SEAL)
ATTEST:

Alicia Allen, City Clerk

DRAFT



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

ORDINANCE 1ST READING

Council Consideration of an Ordinance to Amend the City of Gillette Zoning Code, Sections 1.D.8, 8.B.2.I, and 9.c.1 in Order to Relocate Fees Into Resolution.

SUGGESTED ACTION:

I move for approval of the Ordinance to Amend the City of Gillette Zoning Code, Sections 1.D.8, 8.B.2.I, and 9.c.1 in Order to Relocate Fees Into Resolution.

CASE BACKGROUND:

This ordinance modifies the Zoning Code of the City of Gillette by removing the fees listed and placing them in a separate resolution.

A draft resolution is also included for reference; however, this resolution will not be up for a vote unless and until the ordinance passes third reading.

If the ordinance is approved, it will not become effective until July 1, 2026.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Zoning Ordinance amendment removing fees \(SAB Final\)](#)

[Zoning Code Fee Resolution \(SAB Edit\)](#)

AN ORDINANCE TO AMEND THE CITY OF GILLETTE ZONING CODE, SECTIONS 1.D.8, 8.B.2.I, AND 9.C.1 IN ORDER TO RELOCATE FEES INTO RESOLUTION

RECITAL: The City wishes to more efficiently amend its fees and costs associated with the City of Gillette Zoning Code. To do so, the City desires to remove such fee schedules from City Ordinance and move such fees to separate Resolution.

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

SECTION ONE. Section 1.d.8 of the City of Gillette Zoning Code is amended to add the language in red and remove the struck-through language:

1.d.8. Zoning Fees

All fees associated with the City of Gillette Zoning Code are set forth in a separate City of Gillette Resolution. A copy of this Resolution, as amended from time to time, is available for inspection at the Department of Development Services and Office of the City Clerk during normal business hours. This resolution may also be viewed on the City of Gillette’s Website.

~~The following fees shall be collected by the City of Gillette, Development Services Department, prior to review of the following applications:~~

Figure d. A	
Permit Fees for Services Described in the Zoning Code	
Permit type	Fee
Commercial Site Plan	\$340
Planned Unit Development	\$680
Zoning Map Amendment	\$340
Zoning Text Amendment	\$1,000
Board of Adjustments: Variance and/or Appeal	\$595
Development Plan	\$595
Electronic Graphic Display Billboard	\$2,500 Application Fee and \$250 License Annual Fee
Tower Application	See SECTION 9., Wireless Communication Facilities

SECTION TWO. Section 8.b.2.i of the City of Gillette Zoning Code is replaced in its entirety with the following:

8.b.2.i Fees

All fees related to electronic billboards are located in the resolution referenced in Section 1.d.8. Nonpayment will result in the sign at issue being disconnected from the city’s electrical supply.

SECTION THREE. Section 9.c.1 of the City of Gillette Zoning is amended to add the language in red and remove the struck-through language:

9.c.1. Fees

All fees associated with this Section are located in the resolution referenced in Section 1.d.8

~~a. The following fees must be paid at the time of application or renewal:~~

Table c. A Type of Fee and Associated Cost					
Application Type	Planning Application Fee	Initial Registration Fee	Building Permit Fee	Annual Registration Fee if not in the Right-of-Way	Annual Right-of-Way Lease Fee
New Macrocell Tower, Collocation - Substantial Change	As per Section 5 of the Zoning Ordinance	\$500	As per current Building Permit Fee Schedule	\$250	As per Right-of-Way Lease Agreement
Collocation - Eligible Facilities Request, Distributed Antenna System (DAS), Small Cell, Antenna Array	\$0	\$100	As per current Building Permit Fee Schedule	\$50	As per Right-of-Way Lease Agreement

SECTION FOUR. The effective date of this Ordinance is July 1, 2026.

First Reading: March __, 2026.

Second Reading: April __, 2026.

PASSED AND APPROVED on Third and Final Reading this ____ day of April 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Published: Gillette News Record

Date: _____

Signed: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING UPDATED ZONING
CODE FEES FOR THE CITY OF GILLETTE (2026)**

Recitals

WHEREAS, The Zoning Code of the Gillette City Code identifies certain permits and fees that shall be established per Resolution;

WHEREAS, the City of Gillette previously handled fees associated with the Zoning Code of the City of Gillette, but removed it from the Code through Ordinance No. _____, which established Zoning Code fees would be adopted via resolution; and,

WHEREAS, the City of Gillette wishes to authorize and approve fees associated with the Zoning Code of the Gillette City.

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

The following Zoning Code permit fees described in the Zoning Code are hereby adopted with an effective date of July 1, 2026.

1.

Project Type	Current Fee	July 1, 2026	July 1, 2027	July 1, 2028
Commercial Site Plan	\$340.00	\$492.61	\$640.47	\$739.01
Planned Unit Development (PUD)	\$680.00	\$1,166.85	\$1,516.91	\$1,750.28
Map Amendment	\$340.00	\$518.60	\$674.18	\$777.90
Text Amendment	\$1,000.00	\$1,374.29	\$1,786.58	\$2,061.44
Board of Adjustment (BOA) Variance	\$595.00	\$828.93	\$995.71	\$1,244.64
BOA Appeal	\$595.00	\$1,270.57	\$1,651.74	\$1,905.86
Tower Application (Private)	\$340.00	\$648.25	\$842.73	\$972.38
Tower Application (Public)	\$340.00	\$648.25	\$842.73	\$972.38

2. Electronic graphic display signs require an application fee of two thousand, five hundred dollars (\$2,500.00) and an annual license fee of two hundred fifty dollars (\$250.00), which will expire on December 31st of each year.

PASSED, APPROVED, AND ADOPTED this _____ day of April, 2026.

Shay Lundvall, Mayor

(SEAL)
ATTEST:

Alicia Allen, City Clerk

DRAFT



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

APPOINTMENTS

Appointment to Citizen Advisory Board

~ Investment Advisory Committee - One (1) Partial Term Expiring on June 30, 2026

SUGGESTED ACTION:

I move to appoint _____ to the Investment Advisory Committee for One (1) Partial Term Expiring on June 30, 2026.

CASE BACKGROUND:

The Investment Advisory Committee advises the Finance Director and City Administrator on investment matters. Responsibilities will include periodic reviews of the investment policy, making recommendations for the development of an asset portfolio of the investments for the City of Gillette in compliance with Wyoming Statutes that limits risk and provides adequate liquidity in an effort to maximize the rate of return. This committee meets quarterly. (January, April, July, and October.)

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Public Hearing Notice](#)

LEGAL NOTICE

Notice is hereby given that a Public Hearing will be held for the purpose of amending the City of Gillette's budget for the Fiscal Year 2025-26 budget year. Said hearing will be held on Tuesday, the 24th day of March, 2026, in the City Council Chambers at the hour of 6:00 p.m. or as soon thereafter as the City Council may order. The proposed adjustments are as follows:

SUMMARY OF BUDGET

ESTIMATED REVENUES:

General Fund		
Taxes	\$	28,415,855
License and Permits		865,079
State & Federal Shared Revenues		4,870,384
Grants & Loans		2,232,552
Charges for Services		5,714,461
Other Revenues		4,377,969
Application of Unassigned Cash		10,433,627
One Percent Tax		55,282,347
LID 652 - Interstate Industrial		106,945
Madison Water Line		39,365,181
Utilities Administration		3,223,514
Solid Waste		3,874,242
Water		29,079,702
Power		39,137,208
Sewer		40,081,139
Fiber		552,296
City West Operations		1,154,918
City Warehouse		218,069
Vehicle Maintenance		6,696,184
Health Insurance		7,335,224
Insurance		1,796,333
Grand Total	\$	<u>284,813,229</u>

ESTIMATED EXPENSES:

Mayor and Council, General	\$	200,164
Administration, General		615,660
Special Projects, General		12,802,416
City Attorney, General		748,876
Human Resources, General		814,332
Safety and Risk Management, General		225,484
Finance, General		1,195,283
Customer Service, General		1,672,505

Purchasing, General	330,838
Information Technology, General	6,828,678
Police, General	12,566,627
Dispatch, General	1,551,314
Victims Advocate, General	271,029
Animal Control, General	497,317
Animal Shelter Operations, General	870,748
City Hall Maintenance, General	1,276,380
Public Works Administration, General	497,473
Parks, General	3,409,227
Forestry, General	414,956
Streets, General	3,477,740
Traffic Safety, General	1,001,973
Engineering, General	1,543,778
Building Inspection, General	890,262
Planning, General	623,028
Code Compliance, General	195,614
Gillette Public Access, General	373,959
City Clerk, General	333,529
Judicial/Parking Control, General	480,136
Public Affairs, General	340,912
One Percent Tax, Capital Projects	55,282,347
LID 652 - Interstate Industrial	106,945
Madison Water Line, Enterprise	37,718,181
Utilities Administration, Enterprise	803,705
Electrical Engineering, Enterprise	983,766
SCADA, Enterprise	1,436,043
Solid Waste, Enterprise	3,874,242
Water, Enterprise	26,944,411
Swimming Pool, Enterprise	304,917
Power, Enterprise	38,069,910
Sewer, Enterprise	35,329,426
Fiber, Enterprise	495,287
City West Operations, Intergovernmental	1,150,682
City Warehouse Operations, Intergovernmental	218,069
Vehicle Maintenance, Intergovernmental	6,196,184
Health Fund, Insurance	7,335,224
Insurance, Insurance	1,624,236
Grand Total	<u>\$ 273,923,813</u>

Publish: March 14, 2026



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 2026

TITLE:

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

SUGGESTED ACTION:

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

CASE BACKGROUND:

This is the fourth budget amendment to the FY2025-2026 Council approved budget, which was approved by Council on June 17, 2025. This amendment adds an additional \$876,922 in expenditure authority. The amendment includes new/additional funding requests funded by application of unassigned cash and/or offsetting revenue distributed as follows:

1. General Fund - Increase of \$375,000 to remodel Dispatch office, Increase of \$76,922 for wages and benefits to early hire two Dispatcher positions, Increase of \$25,000 to connect Campbell County Fire Station #1 to City of Gillette network, Increase of \$400,000 for IT infrastructure and software to support the transition of Fire and EMS dispatch services to City of Gillette.

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Resolution](#)
[FY26 Budget Amendment #4 Summary](#)

RESOLUTION NO.

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

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

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

ESTIMATED REVENUES:

General Fund		
Taxes	\$	28,415,855
License and Permits		865,079
State & Federal Shared Revenues		4,870,384
Grants & Loans		2,232,552
Charges for Services		5,714,461
Other Revenues		4,377,969
Application of Unassigned Cash		10,433,627
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ESTIMATED EXPENSES:

Mayor and Council, General	\$	200,164
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Special Projects, General		12,802,416
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Vehicle Maintenance, Intergovernmental	6,196,184
Health Fund, Insurance	7,335,224
Insurance, Insurance	1,624,236
Grand Total	\$ 273,923,813

PASSED, APPROVED AND ADOPTED THIS 24TH DAY OF MARCH, 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publish:

BUDGET AMENDMENT #4, March 24, 2026

Revenue Budget Amendment Adjustments:

Additional Requests:

General Fund:

Application of Unassigned Cash for Additional Items	567,922	
E911 Revenue for Spillman server to support emergency services	284,000	
Fire Department Revenue for network hardware	25,000	
		<u>876,922</u>
Total General Fund Revenue Adjustments:		<u>876,922</u>
		<u>\$ 876,922</u>

Expenditure Budget Amendment Adjustments:

Requests for Additional Funds:

General Fund:

Special Projects - Remodel costs for Dispatch office	375,000	
Dispatch - Wages/Benefits for early hiring of two Dispatcher positions	76,922	
IT - Network hardware to connect Campbell County Fire Station 1 to City of Gillette Network	25,000	
IT - IT infrastructure and software to support transition of Fire and EMS dispatch services to City of Gillette	400,000	
		<u>876,922</u>
Total General Fund Expenditure Adjustments:		<u>876,922</u>
		<u>\$ 876,922</u>

Revenues Over/(Under) Expenditures	-
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**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 24, 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 CLERK'S OFFICE

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.