



# CITY OF GILLETTE

Administration  
P.O. Box 3003 • Gillette, Wyoming 82717-3003  
Phone (307) 686-5203  
www.gillettewy.gov

## MEMORANDUM

**TO:** Mayor and Members of the City Council  
**FROM:** J. Carter Napier, City Administrator *JCN by Tom Pitlick*  
**RE:** General Information  
**DATE:** March 10, 2017

The following meetings are scheduled for the week of **March 11th – March 17th:**

### Tuesday, March 14th

#### 6:00 p.m. City Council Work Session, Agenda Attached

- Purchasing Discussion with Contractors\*
- Country Club Golf Course Amendment to Lease, Agreement, and Funding Discussion \*
- Senior Center Utility Rate Discussion \*
- Annual Report (Draft)
- Drive and Drop Discussion \* - Public Works Director Wilde
- Trash-A-Thon Discussion \* - Public Works Director Wilde
- Public Works Budget Review
- Review March 21st Agenda
- Executive Session
- City Hall – 2<sup>nd</sup> Floor Community Room
- Dinner Served at 5:30 p.m.

1. Attached please find **information requested by City Council** regarding **Old Fire Station No. 3 Proposed Site Improvements** and **meeting minutes** dated **February 14, 2017** provided by **Development Services Director Hamilton**. \*
2. Attached please find a **memorandum** regarding **Boxelder Road “S” Curve Re-Alignment Between Highway 59 and S. Emerson Avenue** dated **March 9, 2017** provided by **Development Services Director Hamilton**. \*
3. Attached please find **information** regarding **Sales Tax** provided by **Finance Director Pitlick**. \*
4. Attached please find the following **information** regarding **Gillette Golf and Country Club, Inc.** provided by **City Attorney Davidson**. \*
  - **Memorandum** dated **March 10, 2017**
  - **Draft Agreement Regarding the Operation and Development of a Golf Course at the Energy Capital Sports Complex**
  - **Draft Lease Between the City of Gillette and Gillette Golf and Country Club Inc.**
5. Attached please find **Snow Event Report #14** dated **March 6, 2017** provided by **Public Works Director Wilde**.
6. Attached please find the **agenda** for the **Gillette, Wright, Campbell County Fire Protection Joint Powers Board** dated **March 8, 2017** and **meeting minutes** dated **February 15, 2017** provided by the **Campbell County Fire Department**.
7. Attached please find the **agenda** for the **City of Gillette Planning Commission** dated **March 14, 2017** and **meeting minutes** dated **February 28, 2017** provided by **Development Services Director Hamilton**.

8. Attached please find the **agenda** for the **Board of Examiners** dated **March 14, 2017** and **meeting minutes** dated **February 14, 2017** provided by **Chief Building Official Rogers**.
9. Attached please find an **article** regarding **Beyond the Coal Boom: Powder River Basin Residents Look to a Diversified Future** dated **March 6, 2017** provided by **The American West**.

\* Item previously discussed by Council

JCN/adw

	<b>Work Session</b> <b>Tuesday, March 14, 2017</b> <b>Meeting: 6:00 p.m.</b> <b>Second Floor Community Room</b>

Dinner served at **5:30 p.m.** in the Second Floor Community Room

**Agenda Topics:**

- Purchasing Discussion with Contractors\*
- Country Club Golf Course Amendment to Lease, Agreement, and Funding Discussion\*
- Senior Center Utility Rate Discussion\*
- Annual Report (Draft)
- Drive and Drop Discussion\* – Public Works Director Wilde
- Trash-A-Thon Discussion\* – Public Works Director Wilde
- Public Works Budget Review
- Review March 21st Agenda
- Executive Session

\* Item previously discussed by Council

### Upcoming Work Session Topics:

#### **March 23**

- City/County Budget Meeting – Fire/Land  
5:30 p.m. George Amos Building

#### **March 28**

- NLC Service Line Warranty Program\*
- Overtime Parking Fines
- Revised Yard Waste Program Discussion\*
- Administration Pre-Budget Presentation
- Finance Pre-Budget Presentation
- Review April 4th Agenda
- Executive Session

#### **April 11**

- Swimming Pool Discussion
- Agency Funding Requests\*
- College Funding Request
- Review April 18th Agenda
- Executive Session

#### **April 25 – Budget Workshop #1**

- Capital Improvement Projects Review
- Review May 2nd Agenda
- Executive Session

#### **May 8 – Budget Workshop #2**

- Department Requests

#### **May 9 – Budget Workshop #3**

- Department Requests
- Review May 16th Agenda
- Executive Session

#### **May 23 – (TENTATIVE)**

#### **May 30 – CANCELED**

#### **June 13**

- Review June 20th Agenda
- Executive Session

#### **June 27**

- Review July 5th Agenda
- Executive Session

### Upcoming Council Pre-Meeting Topics

#### **March 21**

- Mowing Agreement for College Discussion
- Annexation Discussion Update\*
- Police Department Budget Review
- Review March 21st Agenda
- Executive Session

#### **April 4**

- WAM Convention Update\*
- Seismographic Testing Discussion\*
- Administrative Services Pre-Budget\*  
Review
- Review April 4th Agenda
- Executive Session

#### **April 18**

- 2nd Street from 4 Lanes to 3 Lanes –  
Brooks to 4-J
- Gurley Bridge Update Discussion\*
- Review April 18th Agenda
- Executive Session
- 6:30 Reception for CCHS Champions

#### **May 2**

- Review May 2nd Agenda
- Executive Session

#### **May 16**

- Review May 16th Agenda
- Executive Session

#### **June 6**

- Review June 6th Agenda
- Executive Session

#### **June 20**

- Review June 20th Agenda
- Executive Session

#### Upcoming Activities

- **April 6** - Tour of Madison Project for  
County Commissioners and Legislators  
1:00 p.m. to 4:00 p.m.
- **April 27** – Senior Center Luncheon

## New Agenda Items for March 21, 2017

1. Council Consideration of a Memorandum of Understanding Between the City of Gillette and Campbell County Parks and Recreation Department for City of Gillette Swimming Pool Operations.

(Other – Consent Agenda)

2. Council Consideration of an Agreement Between the City of Gillette and the Gillette Golf and Country Club, Inc., Regarding the Operation and Development of a Golf Course at the Energy Capital Sports Complex.

(New Business – Minute Action)

3. Council Consideration of an Amended Lease Agreement Between the City of Gillette and the Gillette Golf and Country Club, Inc., Regarding the Energy Capital Sports Complex.

(New Business – Minute Action)

4. Council Consideration of an Offer to Acquire a Parcel of Land from Northwest Distributing Co., Inc., for the Expansion of the Boxelder Right of Way in the Amount of \$20,430.00.

(New Business – Minute Action)

5. Council Consideration of a Resolution by the City of Gillette to Raise Monthly Leased Parking Rates and Update Signage.

(New Business – Minute Action)

6. Council Consideration of a Bid Award for 69 kV Redesign for 18" Blending Line - Contract 8 to \_\_\_\_\_ in the Amount of \$\_\_\_\_\_.

(New Business – Minute Action)

7. Council Consideration of a Resolution Directing Staff to Mail Annexation Petitions to Landowners Within the Proposed Crestview, Antelope Valley, Antelope Valley Business Park and Surrounding Area.

(New Business – Minute Action)

8. An Ordinance Amending Section 11-26 of the Gillette City Code to Adopt Revised Fines for Parking Violations on City Owned Parking Lots.

(New Business – Ordinance 1st Reading)

9. A Public Hearing for the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Country Club Lake Annexation, Entirely Adjacent and Contiguous to the Present Boundaries of the City of Gillette, Wyoming, Pursuant to W.S. 15-1-404, and Establishing an A, Agriculture Zoning District and R-S, Suburban Residential Zoning District. (Pending Planning Commission approval on 3-14-2017)

(Public Hearings and Considerations)

10. Council Consideration of a Resolution Certifying Compliance with W.S. 15-1-402 for the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Country Club Lake Annexation, Entirely Adjacent and Contiguous to the Present Boundaries of the City of Gillette, Wyoming, Pursuant to W.S. 15-1-404. (Pending Planning Commission approval on 3-14-2017)

(Public Hearings and Considerations)

11. An Ordinance Approving and Authorizing the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Country Club Lake Annexation, Entirely Adjacent and Contiguous to the Present Boundaries of the City of Gillette, Wyoming, Pursuant to W.S. 15-1-404, and Establishing an A, Agriculture Zoning District and R-S, Suburban Residential Zoning District, Subject to all Planning Requirements. (Pending Planning Commission approval on 3-14-2017)

(Public Hearings and Considerations)

12. A Public Hearing for the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Cacklebur Drive Drainage Annexation, Entirely Adjacent and Contiguous to the Present Boundaries of the City of Gillette, Wyoming, Pursuant to W.S. 15-1-404, and Establishing an A, Agriculture Zoning District. (Pending Planning Commission approval on 3-14-2017)

(Public Hearings and Considerations)

13. Council Consideration of a Resolution Certifying Compliance with W.S. 15-1-402 for the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Cacklebur Drive Drainage Annexation, Entirely Adjacent and Contiguous to the Present Boundaries of the City of Gillette, Wyoming, Pursuant to W.S. 15-1-404. (Pending Planning Commission approval on 3-14-2017)

(Public Hearings and Considerations)

14. An Ordinance Approving and Authorizing the Extension of the Boundaries of the City of Gillette, Wyoming, and Annexation of a Tract of Land Known as the Cacklebur Drive Drainage Annexation, Entirely Adjacent and Contiguous to the Present Boundaries of the City of Gillette, Wyoming, Pursuant to W.S. 15-1-404, and Establishing an A, Agriculture Zoning District, Subject to all Planning Requirements. (Pending Planning Commission approval on 3-14-2017)

(Public Hearings and Considerations)

15. A Public Hearing for a Zoning Text Amendment to Provide a Rear Yard Setback of Ten Feet (10') for Structures Containing Accessory Uses Only Within the City's R-S, Suburban Residential Zoning District. (Pending Planning Commission approval on 03-14-2017)

(Public Hearings and Considerations)

16. An Ordinance Approving and Authorizing a Zoning Text Amendment to Provide a Rear Yard Setback of Ten Feet (10') for Structures Containing Accessory Uses Only Within the City's R-S, Suburban Residential Zoning District, Subject to all Planning Requirements. (Pending Planning Commission approval on 03-14-2017)

(Public Hearings and Considerations)

# Old Station No. 3 – Proposed Site Improvements



## Parking Lot Reconstruction Estimated Costs

- \$235,000
- Includes Asphalt Pavement Section with Concrete Valley Gutters for Drainage – would bid concrete section alternate to ensure competition and optimum pricing
- Also includes concrete pad for new shelter and sidewalk to new shelter location
- Would provide additional Dalbey Park Parking adjacent to proposed new shelter
- Design/CA Costs additional if not performed in-house (est. \$65,000)
- Estimated at a 30 working day project to Final Completion

# Proposed New Shelter



- Estimated Cost of \$30,000 for Building Package (30' x 40')
- Estimated Installation Cost of \$20,000
- 10 to 11 Week Lead Time on Shelter – after Submittal Approvals

## Proposed Funding

- Excess Cash-on Hand in the Optional 1% Sales Tax would fund the Approximate \$300k total parking lot rehabilitation and new shelter project
- If project is desired, staff will facilitate design and begin project formulation with the goal of re-constructing the parking lot and new shelter installation this up-coming construction season

A Work Session Meeting of the City Council was held on Tuesday the 14th day of February 2017.

Present were Councilmen Barks, Carsrud, Kuntz, Lundvall, McGrath, Montgomery, and Mayor Carter-King; Administrator Napier; Attorneys Davidson and Reyes, Directors Boger, Glover, Hamilton, Hloucal, and Wilde; Managers Palazzari and Davidsmeier; and City Clerk Abelseth.

### **Warm Up Items**

Councilman Montgomery gave updates regarding the WAM Board meeting, Campbell County Prevention Council, and inquired if the Council would like to make a \$50 donation to purchase a cake for the drug court graduation ceremony. Councilman Carsrud gave an update regarding the Pronghorn basketball team. Councilman Barks announced the upcoming Trash-a-Thon on May 6<sup>th</sup>. Councilman McGrath reminded the group of the Ice Fest Event on February 18<sup>th</sup> and inquired about the status of Gurley Overpass.

### **Self-Performance Resolution Discussion**

Mayor Carter-King explained that Council has already discussed this item and asked if Council has specific questions for staff. Administrator Napier added that the purpose for this discussion is a result of Council tabling this item at the February 7<sup>th</sup> meeting, giving Council an opportunity to ask additional questions of staff. Director Hamilton provided additional information regarding upcoming projects. Councilman Barks reiterated that Council did support staff's recommendations during the initial discussion, however, he does not see the need to formalize this by means of a resolution. Administrator Napier explained why he feels, in this instance, a Resolution is needed. Councilman McGrath asked staff to continue to look at projects and if the project can be done in-house, and to do so in order to save money.

### **Tiered Utility Rates Scenario Discussion**

Director Glover provided information regarding the 2016 tiered water rates for a residential customer. He stated that until the water is flowing from the Madison, he is not sure the tiered rates should be taken away. He recommends using these rates for one more year to get the additional wells on-line in order to get a better idea of what the water usage will be. Discussion of Monday watering took place. Council would like to see no watering on Mondays to continue. After some discussion, it was decided to postpone changing the current Ordinance in place addressing the watering schedule.

### **Snow Removal Application Demonstration**

GIS Manager Mayfield provided a demonstration of the real-time application that enables the public to view where the snow plows have been during a snow event.

### **Fire Station 3 Debrief & Transition of Old Fire Station 3 Discussion**

Director Hamilton gave an update on Fire Station 3. Director Wilde provided a proposal of using the old Fire Station 3 for the Park Department's maintenance and storage use. He also proposed the demolition of the current park shelter located near the building and replacing it with a new park shelter in the same location to be used by the public. After the discussion, Council supported staff's recommendations.

### **Liquor License Discussion**

Administrator Napier informed the Council of the upcoming liquor license renewal public hearing. He added that it appears there will be a full retail liquor license for distribution. Chief Hloucal updated the Council of last year's alcohol compliance checks. Council asked that representatives of Discount Liquors, LLC, be available to answer questions at the liquor license renewal public hearing.

**Adjournment**

There being no further business to come before the Council, the meeting adjourned at 7:59 p.m. An audio recording of this meeting is available in the City Clerk's Office.

(S E A L)

ATTEST:

---

Karlene Abelseth, City Clerk  
Publish date: February 22, 2017

---

Louise Carter-King, Mayor



# CITY OF GILLETTE

Development Services  
Engineering Division  
201 E. 5th Street • Gillette, Wyoming 82716  
Phone 307.686.5265  
www.gillettewy.gov

## MEMORANDUM

DATE: March 9, 2017

TO: Carter Napier, City Administrator  
Mayor and City Council

FROM: Dustin Hamilton, PE, Development Services Director 

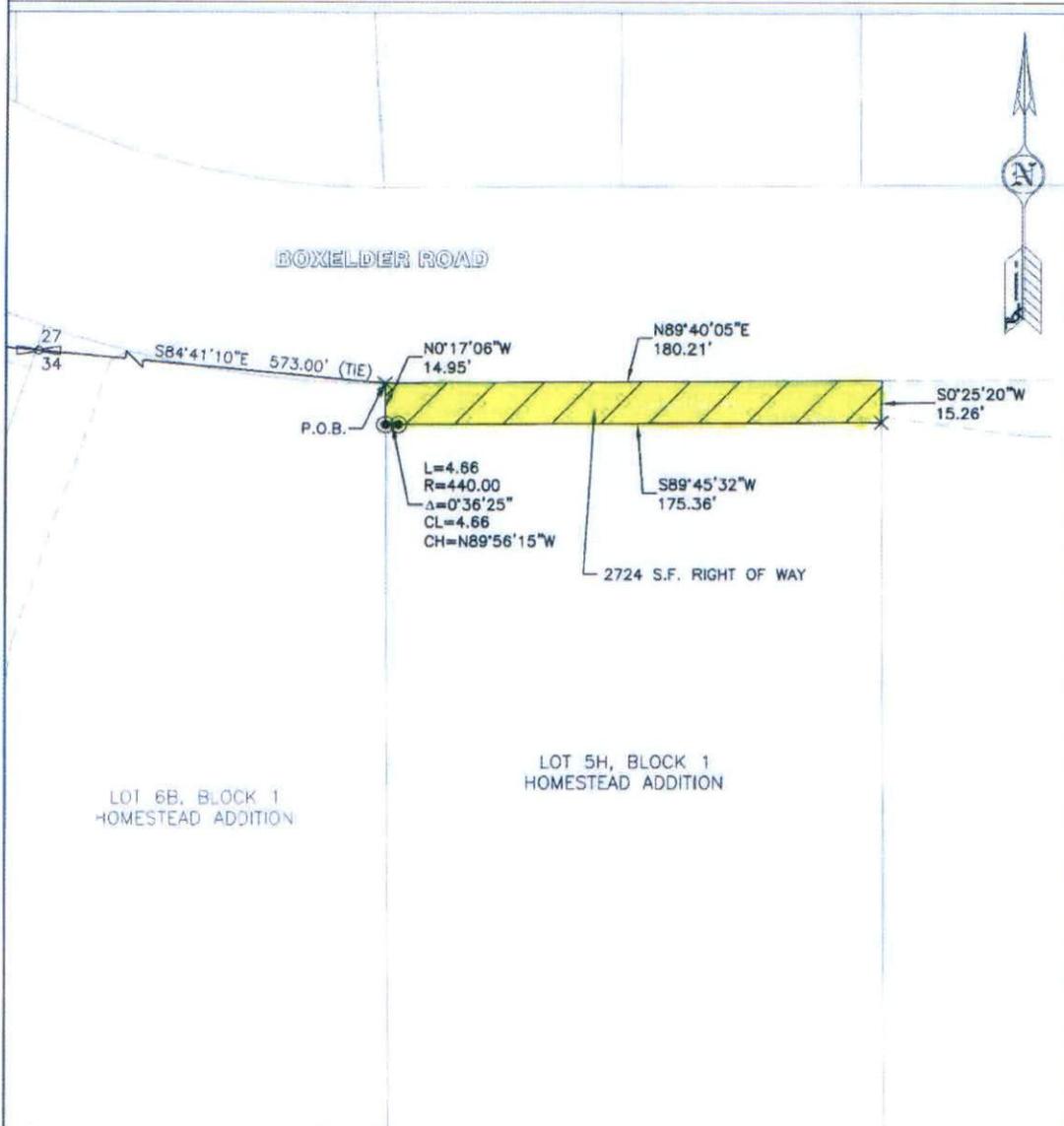
RE: Boxelder Road "S" Curve Re-Alignment Between Highway 59 and S. Emerson Avenue

As you are aware, during the past couple of years, the City has been working to acquire the necessary Right-of-Way to allow for the re-alignment of the "S" curves on Boxelder Road between Highway 59 and S. Emerson Avenue. The City has previously acquired the Right-of-Way adjacent to the new Ruby Tuesday's property as well as the Bank of the West property. The City Attorney's Office has been working on the acquisitions for the past year and has received final commitment from the one remaining property owner.

The final piece of Right-of-Way is adjacent to the Taco John's/Goodtimes property and the owner has agreed to a comparable price which was paid for necessary Right-of-Way on the adjacent Bank of the West property. The final 2,724 square feet of property is identified in the attached exhibit. The proposed purchase price is in the amount of \$20,430.

Staff will prepare the purchase agreement of the final piece of Right-of-Way necessary for the project for the Council's consideration at their March 21, 2017 meeting. There are funds available (cash on hand) in the current budget for the Boxelder project to cover the expense of the final piece of Right-of-Way. The construction of the project will be presented in the five (5) year CIP for the Council's consideration at their April 25, 2017 CIP Budget meeting.

If you have additional questions at this time, please feel free to contact me.



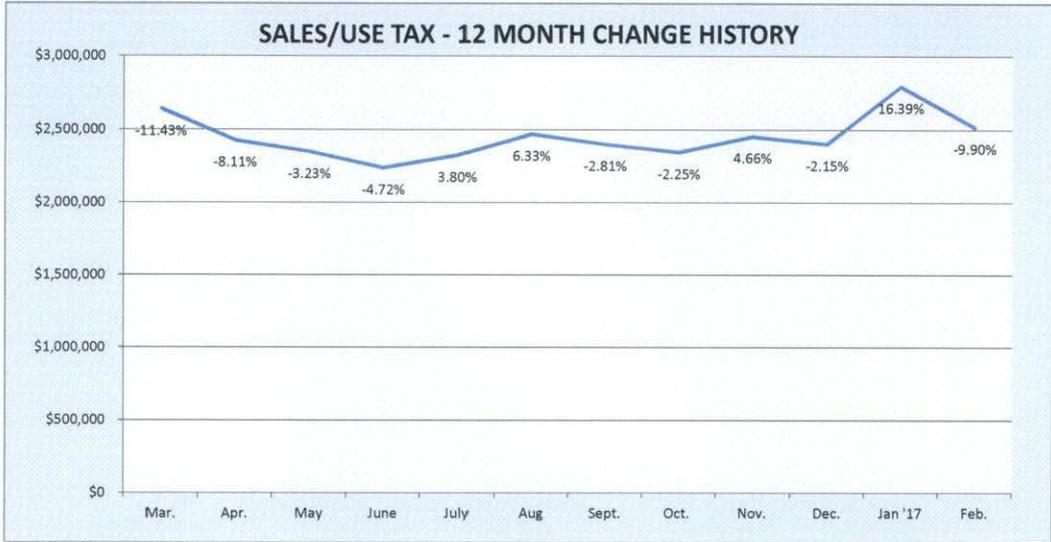
LEGEND	
X	FOUND/SET CHISELED "X" IN CONCRETE
	FOUND QUARTER CORNER 1968 BRASS CAP PLS 538
	SET 2" Ø ALUMINUM CAP (LS #6872)
	BOUNDARY
	PARCEL BOUNDARIES

Professional Land Surveyor  
David L. Villegas  
10/15/2015  
Date  
2015-10-15T14:16:21-06:00  
David L. Villegas  
WYOMING

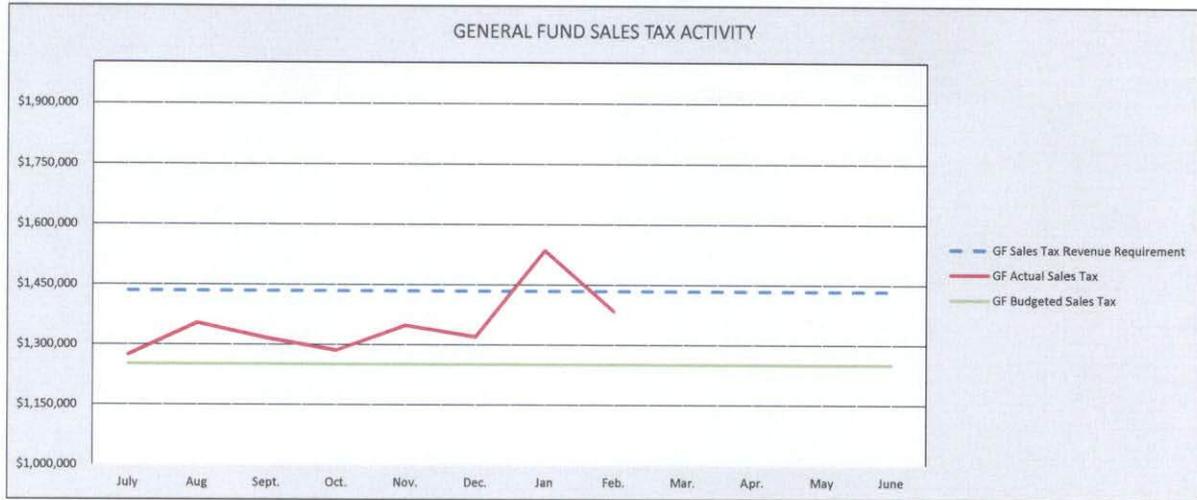
LOT 5H, BLOCK 1  
HOMESTEAD ADDITION  
RIGHT OF WAY  
ACQUISITION  
SECTION 34, T50N,  
R72W OF THE 6TH P.M.,  
CITY OF GILLETTE,  
CAMPBELL COUNTY,  
WYOMING

FOR:  
CITY OF GILLETTE  
P.O. BOX 3003  
GILLETTE, WYOMING 82717  
(307) 686-5265

Project No. 153744.00  
Scale: 1" = 50'  
Drawn By: SMS  
Date: OCTOBER, 2015



- 16.62%
- 3.37%
- 9.08%
- 7.57%
- 4.79%
- 10.11%
- 4.06%
- 11.43%
- 8.11%
- 3.23%
- 4.72%
- 3.80%
- 6.33%
- 2.81%
- 2.25%
- 4.66%
- 2.15%
- 16.39%
- 9.90%



	YTD	ANNUALIZED	BURN RATE
General Fund Budgeted Application of Unassigned Cash	\$ 1,285,970	\$ 2,204,520	11.47%
General Fund Actual Application of Unassigned Cash	\$657,606	\$ 986,410	5.13%

FY '17 BEGINNING RESERVES:	
Unassigned	\$ 3,635,591
Designated	\$ 5,499,765
120 Day Res.	\$ 10,087,567
	<u>\$ 19,222,923</u>

**Designated:**

Animal Control	\$80,745
State Forfeiture	\$77,028
Demolition Fund	\$26,281
Cash In Lieu Pkld	\$314,543
Cash In Lieu Drng	\$247,116
Mayor's Art Council	\$172,812
Little League Revenues	\$4,582
Keep America Beautiful	\$8,687
Insurance Reimbursement	\$479,168
Aquatic Park	<u>\$5,499,765</u>
<b>TOTAL DESIGNATED</b>	<u><b>\$6,910,728</b></u>

Animal Control: Outside donations. Funds are being utilized when appropriate.

State Forfeitures: Restricted for use in narcotic investigation related expenses. Funds being utilized when appropriate.

Demolition Fund: Unspent \$\$, No known stipulations.

Cash in Lieu of Parkland: Consists of funds paid by developers who have opted to contribute cash vs. develop a park/pathway in the area being developed.

Cash in Lieu of Drainage: Consists of funds paid by developers who have opted to contribute cash vs. building stormwater drainages.

Mayor's Art Council: \$2,526.27 from donations; remainder carryover funds contributed by General Fund.

Little League Revenues: Revenue from Little League organization to offset City's expense for repairs/maintenance

Keep America Beautiful: Consists of funds contributed by the County and transfers from 1% less expenses incurred for the program.

Insurance Reimbursement: Insurance proceeds for tree damage during Atlas snow event. Being used to replace trees but not restricted to this use.

Aquatic Park: Excess General Funds designated by Council to go toward development of an Aquatic Park in Sports Complex land area.



# CITY OF GILLETTE

City Attorney  
P.O. Box 3003 • Gillette, Wyoming 82717-3003  
Phone (307) 686-5290  
[www.gillettewy.gov](http://www.gillettewy.gov)

## MEMORANDUM

TO: Mayor Carter-King, Members of the Gillette City Council  
FROM: Pat Davidson, City Attorney  
CC: J. Carter Napier, City Administrator  
RE: Gillette Golf and Country Club, Inc.  
DATE: March 10, 2017

The Gillette Golf and Country Club, Inc. previously met with Council in a Work Session to discuss amending their existing lease agreement with the City of Gillette to realign aspects of the golf course and to memorialize changes which occurred at the Energy Capital Sports Complex. At that time, the City of Gillette and the Gillette Golf and Country Club, Inc. agreed to seek a more formal agreement regarding the leasing and operations by the Club on city owned property.

Attached please find two (2) documents addressing this matter. The first is entitled *Agreement Between the City of Gillette and the Gillette Golf and Country Club, Inc., Regarding the Operation and Development of a Golf Course at the Energy Capital Sports Complex*. The second document is entitled *Lease Between the City of Gillette and Gillette Golf and Country Club, Inc.*

These documents are set for a brief discussion during the March 14<sup>th</sup> Work Session. It is anticipated the Board of Directors for the Gillette Golf and Country Club, Inc., will seek to approve the documents during their Board meeting on March 15<sup>th</sup>, with final approval by the Council during the March 21 Regular Meeting. Staff is recommending the approval of both documents.

**AGREEMENT BETWEEN THE CITY OF GILLETTE AND THE GILLETTE GOLF AND COUNTRY CLUB, INC., REGARDING THE OPERATION AND DEVELOPMENT OF A GOLF COURSE AT THE ENERGY CAPITAL SPORTS COMPLEX**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between, the City of Gillette, Wyoming, a municipal corporation and City of the First Class (hereinafter referred to as "CITY") of Box 3003, Gillette, Wyoming 82717, and Gillette Golf and Country Club, Inc., a Wyoming Nonprofit Corporation of Box 363, Gillette, Wyoming, 82717-0363 hereinafter the "CLUB". The CITY and CLUB may be referred to hereinafter collectively as the Parties.

I. PURPOSE

This Agreement shall outline the terms of understanding among the Parties with respect to the continued development of a new 9 hole golf course (the Golf Course) on property owned by the CLUB and upon property leased to the CLUB from the CITY. The PARTIES previously entered into a Lease dated August 6, 2012 regarding the development of the 9-hole golf course. Additionally, the CITY has provided matching funds to the CLUB for purposes of development of the Golf Course. The PARTIES find it prudent to memorialize these prior transactions between them, and provide an understanding as to dealings between the PARTIES in the future.

As part of the overall development of Golf Course and in furtherance of the development of the Energy Capital Sports Complex, the CITY found it necessary to re-subdivide those lands previously known as Tract A, Tract B, Tract C, and Tract D of the Field of Dreams Subdivision. Consequently, the PARTIES further agreed to enter into a new lease reflecting the revised legal description for the lands being leased to the CLUB. The new legal description of the lands leased between the CITY and the CLUB are: Tract F, Tract G and Tract H of the Energy Capital Sports Complex Subdivision. The Lease, upon execution of the PARTIES, will be filed with the Campbell County Clerk and Ex Officio of Deeds.

Finally, the Parties agree that they will work cooperatively with each other, as outlined in this Agreement, to design, construct and operate the Golf Course in harmony with the development and operation of the Energy Capital Sports Complex.

## II. PROJECT

The premises are to be used and developed for a public recreation area and golf course by the CLUB. The PARTIES acknowledge that the LAND is adjacent to a City of Gillette park and recreation area known as the Energy Capital Sports Complex and agree that the development of the golf course should complement the adjoining CITY property. The PARTIES further acknowledge that certain conditions are established for the use of the Tracts set forth herein as follows:

1. TRACT F: CLUB acknowledges that the CITY maintains a waste water trunk line in Tract F. CLUB further acknowledges that a loop-road, pathway, and drainage channel are currently located in Tract F. Should CLUB seek to develop Tract F, CLUB shall at its own expense ensure that any disturbance to the loop-roadbed, pathway, and/or drainage channel are regraded and re-established the property back to its prior condition. The design of any alterations to these improvements shall be approved by the CITY prior to any work commencing, and shall require a City permit.

2. TRACT F WALKING PATH: The CLUB's development plan for Tract F includes the establishment of a practice area and driving range ("Range") open to the public. The PARTIES shall facilitate the establishment of a walking path across Tract F so as to allow public access from the Energy Capital Sports Complex to the Range by means of Tract F. CLUB shall not discourage, deny or interfere with access across Tract F for purposes of the use of the Range by the Public. LESSEE will fully comply with its club liquor license and post appropriate signage stating open containers are prohibited on the Energy Capital Sports Complex.

3. TRACT F TRUNK LINE AND INVERTED SIPHON ACCESS. The CITY currently maintains a waste water trunk line and inverted siphon on a portion of Tract F. Upon completion of the CLUB's anticipated project, and by the terms of this Agreement, the CITY shall be granted access to both the trunk line and the inverted siphon by means of the 9 hole maintenance path as otherwise set forth in the attached Exhibit.

4. TRACT G: Tract G is leased as a buffer space between Tract H and Garner Lake Road. No structures, temporary or permanent in nature, shall be constructed in Tract G. CLUB may plant trees and engage in other similar landscape improvements to the premises in keeping with the terms of this Lease. Any trees planted in Tract G shall be planted and established along the Southern boundary of the Tract. The CITY retains the right, as a condition of this Lease, to

terminate the Lease with regard to Tract G should the CITY determine, in its sole opinion, that Tract G is required or needed for purposes of construction or improvement to Garner Lake Road, or for purposes of the construction of a parking lot on said Tract.

5. TRACT H: The CITY reserves, as a condition of this Lease, a fifty (50) foot wide right-of-way and general utility easement along the Eastern boundary of the Tract for a distance of one thousand and one (1,001) feet. (See attached Exhibit A.) This easement is reserved for purposes of a future roadway and development in the area.

The CITY of Gillette reserves the right to locate pathways and underground utility lines within the LAND and will endeavor to locate, construct and maintain those improvements so as to complement the development of the property as a public golf course. The CITY of Gillette will restore the surface of any portion of the LAND disturbed by its actions under this paragraph to a condition comparable to the condition before the disturbance.

### III. TERM OF AGREEMENT AND REQUIRED APPROVALS

This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from April 1, 2017 through March 31, 2057. This Agreement may be renewed once by agreement of both parties, in writing, for an additional forty (40) years, subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the CITY.

### IV. FINANCING

It is agreed by the Parties that they will each be responsible for the construction of improvements as follows: The CLUB will be responsible for the funding for the construction and operation of the Golf Course and the CITY will be responsible for the funding for the construction and operation of its improvements to develop the Energy Capital Sports Complex. However, nothing contained within this Section of the Agreement shall prevent or prohibit either the CLUB or the CITY from volunteering to provide financing to one another for the development of the Golf Course or for the Energy Capital Sports Complex, nor does this Section negate prior funding provided by the CITY to the CLUB.

V. OWNERSHIP OF FACILITY

It is the intent of the Parties that the Golf Course, as may be established in CITY owned property, will be owned by the CITY and leased to the CLUB.

VI. USE OF FACILITY

The CLUB shall operate the Golf Course and those lands leased by the CITY to the CLUB. The CLUB shall pay all costs associated with its regular operations including utilities and general maintenance.

VII. LIABILITY AND WORKERS' COMPENSATION INSURANCE

The CLUB shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the construction, development, maintenance and operations of the Golf Course. The CITY specifically does not waive and specifically reserves any and all immunities granted by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq.

The following shall be the minimum scope and limits of Insurance, and the Golf Course shall obtain additional coverage above that set forth herein upon their own discretion. Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than one million dollars (\$1,000,000.00) per occurrence; and two million dollars (\$2,000,000.00) in the aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** The CITY, their officers, officials, employees, and volunteers, are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CLUB including materials, parts, or equipment furnished in connection with such work or operations.

**Primary Coverage.** For any claims related to this contract, CLUB's insurance coverage shall be primary insurance as respects the CITY, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of CLUB's insurance and shall not contribute with it.

**Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the CITY.

**Waiver of Subrogation.** CLUB hereby grants to the CITY a waiver of any right to subrogation which any insurer of CLUB may acquire against the CITY by virtue of the payment of any loss under such insurance. CLUB agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not CLUB has received a waiver of subrogation endorsement from the insurer.

**Employers Liability/Stop Gap Coverage.** The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require CLUB to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

**Verification of Coverage.** CLUB shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before the project commences. However, failure to obtain the required documents prior to the beginning of the project shall not waive the CLUB's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

VIII. INDEMNITY AGREEMENT

The CLUB shall indemnify, defend, and hold harmless the CITY, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of CLUB's failure to perform any of CLUB's duties and obligations hereunder or in connection with the negligent performance of CLUB's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of CLUB's action.

IX. COMPLIANCE WITH LAW

The CLUB shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

X. AMENDMENTS

Either party may request changes in this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

XI. APPLICABLE LAW

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 any action arising out of this Agreement and over the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.

XII. ENTIRETY OF AGREEMENT

This Agreement, consisting of ten (10) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

XIII. PRIOR APPROVAL

This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the City Attorney or his representative.

XIV. 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.

XV. GOVERNMENTAL IMMUNITY

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

XVI. THIRD PARTY BENEFICIARY RIGHTS

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

XVII. ASSIGNMENT/AGREEMENT NOT USED AS COLLATERAL

Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The CLUB

shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of the CITY.

**XVIII. SIGNATURES**

In witness whereof, the Parties, through their authorized representatives, have executed this Agreement on the dates set out below and certify that they have read, understood and agree to the terms and conditions of this Agreement as set forth herein.

DATED \_\_\_\_ day of \_\_\_\_\_, 2017.

City of Gillette, Wyoming.

\_\_\_\_\_  
Louise Carter-King, Mayor

(S E A L)  
ATTEST:

\_\_\_\_\_  
Karlene Abelseth, City Clerk

**CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM**

\_\_\_\_\_  
Patrick G. Davidson

\_\_\_\_\_  
Date

Gillette Golf and Country Club, Inc, a Wyoming  
nonprofit Corporation

\_\_\_\_\_  
Keith Chrans, President

STATE OF WYOMING            )  
  ) ss.  
County of Campbell            )

The above and foregoing instrument was acknowledged before me by Keith Chrans,  
President of the Gillette Golf and Country Club, Inc. a Wyoming nonprofit Corporation on this  
\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**LEASE BETWEEN THE CITY OF GILLETTE AND  
GILLETTE GOLF AND COUNTRY CLUB, INC.**

Lease made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter CITY or LESSOR of Box 3003, Gillette, Wyoming, 82717 and Gillette Golf and Country Club, Inc., a Wyoming Nonprofit Corporation of Box 363, Gillette, Wyoming, 82717-0363 hereinafter the CLUB or LESSEE.

The CLUB and CITY may be referred to collectively herein as the PARTIES. LESSEE, will lease from LESSOR, upon the following Terms and Conditions real property, known hereinafter as the LAND, described as follows:

**LEGAL DESCRIPTION**

Tracts F, G, and H of the Energy Capital Sports Complex Subdivision, a Resubdivision of Tracts A, B, C & D of Field of Dreams Subdivision, a subdivision of the West ½ of Section 36, Township 50 North, Range 72 West of the 6<sup>th</sup> P.M. to the City of Gillette, Wyoming. Tract F containing approximately 20.76 acres, more or less; Tract G containing approximately 4.62 acres, more or less; and Tract H containing 59.65 acres, more or less.

Attached hereby, and incorporated herein by reference is Exhibit A more fully describing the locations of easements and rights-of-way which may impact the use and enjoyment of the premises by the LESSEE.

**AMENDMENT, SUBSTITUTION and REVISION OF PRIOR LEASE**

On August 6, 2012, the CITY and the CLUB previously entered into a Lease regarding Tract B and Tract C of the Field of Dreams Subdivision. That Lease was unrecorded with the Campbell County Clerk and Ex Officio of Deeds. It is the intention of the PARTIES, by entering into this Lease, to amend, substitute and revise the prior Lease. After the date of this Lease, and for all purposes thereafter, this Lease shall be considered the controlling Lease between the PARTIES. The PARTIES shall cause this lease to be placed of record.

## **TERM**

This Lease is effective when all parties have executed it and all required approvals have been granted. The term of the Lease is from April 1, 2017 through March 31, 2057. This Lease may be renewed once by agreement of both parties, in writing, for an additional forty (40) years, subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the CITY.

## **RENT**

The rent to be paid by LESSEE to LESSOR shall be ten dollars (\$10.00) annually. Rent shall be paid in advance, on or before the first day of April, for that period's rental, during the term of this Lease. All rental payments shall be made to LESSOR at the address specified above.

## **USE AND RESTRICTIONS OF LAND**

The premises are to be used and developed for a public recreation area and golf course by LESSEE. The PARTIES acknowledge that the LAND is adjacent to a City of Gillette Energy Capital Sports Complex and agree that the development of the golf course should complement the adjoining CITY property. The PARTIES further acknowledge that certain conditions are established for the use of the Tracts set forth herein as follows:

1. TRACT F: LESSEE acknowledges that the CITY maintains a waste water trunk line in Tract F. LESSEE further acknowledges that a loop-roadbed, pathway, and drainage channel are currently located in Tract F. Should LESSEE seek to develop Tract F, LESSEE shall at its own expense ensure that any disturbance to the loop-road, pathway, and/or drainage channel are regraded and the property is re-established back to its prior condition. The design of any alterations to these improvements shall be approved by the CITY prior to any work commencing, and shall require a CITY grading permit.

2. TRACT F WALKING PATH: The LESSEE's development plan for Tract F includes the establishment of a practice range ("driving range") open to the public. The PARTIES shall facilitate the establishment of a walking path across Tract F so as to allow public access from the Energy Capital Sports Complex to the practice range by means of Tract F. The attached Exhibit A denotes the approximate location of the public access as may be more fully established by the PARTIES at a later date. LESSEE shall not discourage, deny or interfere with access across Tract

F for purposes of the use of the practice range by the Public. LESSEE will fully comply with its club liquor license and post appropriate signage stating open containers on any Energy Capital Sports Complex not under the control of the LESSEE.

3. TRACT F TRUNK LINE AND INVERTED SIPHON ACCESS. The CITY currently maintains a waste water trunk line and inverted siphon on a portion of Tract F. Upon completion of the LESSEE's anticipated project, and by the terms of the Agreement, the CITY shall be granted access to both the trunk line and the inverted siphon by means of the existing maintenance path on the LESSEE's property as otherwise set forth in the attached Exhibit.

4. TRACT G: Tract G is leased as a buffer space between Tract H and Garner Lake Road. No structures, temporary or permanent in nature, shall be constructed in Tract G. LESSEE may plant trees and engage in other similar landscape improvements to the premises in keeping with the terms of this Lease. Any trees planted in Tract G shall be planted and established along the Southern boundary of the Tract. The CITY retains the right, as a condition of this Lease, to terminate the Lease with regard to Tract G should the CITY determine, in its sole opinion, that Tract G is required or needed for purposes of construction or improvement to Garner Lake Road, or for purposes of the construction of a parking lot on said Tract.

5. TRACT H: The CITY reserves, as a condition of this Lease, a fifty (50) foot wide right-of-way and general utility easement along the Eastern boundary of the Tract for a distance of one thousand and one (1,001) feet. (See attached Exhibit A.) This easement is reserved for purposes of a future roadway and development in the area.

The CITY reserves the right to locate a pathway across Tract F as more fully described in Exhibit A, and underground utility lines within the LAND and will endeavor to locate, construct and maintain those improvements so as to complement the development of the property as a public golf course. The CITY will restore the surface of any portion of the LAND disturbed by its actions under this paragraph to a condition comparable to the condition before the disturbance.

### **WATER WELLS**

The PARTIES acknowledge that the development of the leased property and the adjoining Energy Capital Sports Complex will require irrigation. The PARTIES agree to work together for mutually beneficial outcomes to supply irrigation to their respective properties. To that end, the

CITY shall have the option, but not the obligation, to inspect the water wells known as McGuire #1 and Roy #1.

#### **ASSIGNMENT**

LESSEE shall not assign this Lease without prior written consent by the Lessor. Any assignment of the Lease without the prior written consent of the Lessor is void.

#### **LEASE NOT USED AS COLLATERAL**

The LESSEE shall not use this Lease, or any portion thereof for collateral for any financial obligation without the prior written permission of the LESSOR.

#### **ORDINANCES AND STATUTES**

LESSEE shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by LESSEE. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the LESSOR, be deemed a breach hereof.

#### **MAINTENANCE, REPAIRS AND ALTERATIONS**

LESSEE shall at its own expense and at all times, maintain the premises in good and safe condition. LESSEE shall surrender the premises, at the termination hereof, in as good condition as received, normal wear and tear excepted.

No improvement or alteration of the premises or construction of any kind to develop the Tracts associated with this Lease, shall be made without furnishing construction plans to the LESSOR for approval.

#### **ENTRY AND INSPECTION**

LESSEE shall permit LESSOR or LESSOR'S agents to enter upon the LAND at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

### **TAXES, LICENSES, DEBTS**

The LESSEE covenants and agrees to pay promptly all taxes, excises, license fees, permit fees, bills, debts, and obligations incurred by it in connection with its operation of its business on the LAND, and not permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against said property or improvements thereon which will in any way be an impairment to the rights of the LESSOR in the leased property.

### **INDEMNIFICATION OF LESSOR**

The Lessee shall release, indemnify, and hold harmless the LESSOR, and its officers, agents, employees, successors and assignees from any cause of action, claims, or demands arising out of LESSEE's performance under this Lease.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

LESSEE shall provide coverage against claims arising out of bodily injury, illness and death, and from damage to or destruction of property of others, including loss of use thereof, including damage or injury stemming from completed operations, with minimum limits of one million dollars (\$1,000,000.00) per occurrence; and two million dollars (2,000,000.00) in the aggregate for the entire term of the Lease.

The LESSOR shall be named as an *additional insured* on the LESSEE's general liability insurance policy and the LESSEE shall provide the CITY with a copy of an endorsement providing this coverage.

It is understood and agreed that the LESSEE's insurance policy is primary and not contributory. The insurance certificate shall be submitted to the LESSOR prior to commencing work under this Lease. The insurance certificate 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 LESSOR. In addition, LESSEE shall provide the CITY with copies of insurance policies and /or policy endorsements listing the CITY as an additional insured. The CITY's failure to request or review such policies, endorsements, and certificates shall not affect the CITY's rights or LESSEE's obligation hereunder. Any insurance company providing coverage under this agreement shall have a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Lessor.

### **GOVERNMENTAL IMMUNITY**

LESSOR does not waive governmental immunity by entering into this lease and specifically retain all immunities and defenses available to them as sovereigns pursuant to WYO. STAT. §§ 1-39-101- 121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this lease shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

### **UTILITIES**

LESSEE agrees that it shall pay and be responsible for the payment of any utilities, including water, gas, electricity, heat and other services including telephones, internet accounts and cable television delivered to the premises during the term of this lease.

### **DEFAULT**

The occurrence of any of the following shall constitute an event of default hereunder.

(i) The filing of a petition by or against LESSEE for adjudication as a bankruptcy or insolvent, or for its reorganization or for the appointment of a receiver or Trustee of LESSEE's property or an assignment by LESSEE for the benefit of creditors; or the taking of possession of the property of LESSEE by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of LESSEE.

(ii) Failure of LESSEE to pay when due or within fifteen (15) days thereafter any installment of rent hereunder or any other sum herein required to be paid by LESSEE.

(iii) LESSEE's failure to perform any other covenant or condition of this Lease within twenty (20) days after written notice and demand, unless the failure is of such a character as to require more than twenty (20) days to cure, in which event LESSEE's failure to proceed diligently to cure such failure shall constitute an event of default.

### **RIGHTS OF LESSOR UPON DEFAULT BY LESSEE**

In the event of occurrence of an event of default hereunder:

- (i) This Lease may be immediately terminated, at the option of LESSOR, upon at least sixty (60) days advanced notice and without any obligations whatsoever to LESSEE.
- (ii) LESSOR shall have a lien on the leasehold estate hereby created and on all property kept or used in the lease premises, whether the same is exempt from execution or not, to secure payment of any and all monies then due or thereafter becoming due to LESSOR under the terms and conditions of this Lease, and to secure the prompt performance and fulfillment by LESSEE of each and every one of said terms and conditions.

### **WAIVER**

The failure of LESSOR to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that LESSOR may have regarding that specific term or condition.

### **NOTICES**

Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to LESSEE at the address shown above, or for the LESSOR in care of the City Clerk, at the address shown above, or at such other places as may be designated by the parties from time to time in writing mailed to the other party.

### **TIME IS OF THE ESSENCE**

Time is of the essence of this lease.

### **HEIRS, ASSIGNS, SUCCESSORS**

This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

### **ENTIRE AGREEMENT**

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

### **APPLICABLE LAW/VENUE**

The construction, interpretation, and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.

### **THIRD PARTY BENEFICIARY RIGHTS**

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

### **UNLAWFUL OR DANGEROUS ACTIVITY**

LESSEE shall neither use nor occupy the premises or any part thereof for any unlawful 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.

### **EASEMENTS, CONTRACTS, OR ENCUMBRANCES**

The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the premises.

### **MAINTENANCE, REPAIRS AND ALTERATIONS**

(i) LESSEE shall at its own expense and at all times maintain the premises in good and safe condition. No improvement or alteration of the premises or construction of any kind to develop the Tracts associated with this Lease shall be made without furnishing construction plans to the Lessor.

(ii) All alterations, additions, and improvements on or in the premises at the commencement of the term, and that may be erected or installed during the term, shall become

part of the premises and the sole property of LESSOR, except that all moveable trade fixtures installed by LESSEE shall be and remain the property of LESSEE.

**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 LESSOR free of sub-tenancies, including all buildings, additions, and improvements constructed or placed thereon by LESSEE, except moveable trade fixtures, all in good condition and repair.

DATED \_\_\_\_ day of \_\_\_\_\_, 2017.

**LESSOR:** City of Gillette, Wyoming.

\_\_\_\_\_  
Louise Carter-King, Mayor

(S E A L)  
ATTEST:

\_\_\_\_\_  
Karlene Abelseth, City Clerk

**CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM**

\_\_\_\_\_  
Patrick G. Davidson

\_\_\_\_\_  
Date

**LESSEE:** Gillette Golf and Country Club, Inc, a Wyoming nonprofit Corporation

\_\_\_\_\_  
Keith Chrans, President

STATE OF WYOMING            )  
  ) ss.  
County of Campbell            )

The above and foregoing instrument was acknowledged before me by Keith Chrans, President of the Gillette Golf and Country Club, Inc. a Wyoming nonprofit Corporation on this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## Snow Event Report #14

Event Start Date: 3/6/2017 Event Start Time: 8:00 a.m.  
Event End Date: 3/6/2017 Event End Time: 3:00 p.m.  
Duration of Event: 7 Hours Streets First Responder: Day crew

### Storm Event Overview:

Streets Division day crew began plowing and spreading material due to accumulating and drifting snowfall. Rapid snowfall caused very slick road conditions in a short period of time. Day crew worked priority streets and trouble areas until around 2:00 p.m. when the snowfall had ended and the street temperatures rose to 32 degrees. Roadways began melting off and the day crew dealt with the final areas of drifting and any known slick spots. The snow event was ended at 3:00 p.m.

### Number of Pieces of Equipment Used:

### Amount of Material Used:

Snow Plows:	<u>9</u>	Blades:	<u>0</u>	Ice Slicer lbs:	<u>32,361</u>
1-Tons:	<u>0</u>	Snow Blowers:	<u>0</u>	Scoria lbs:	<u>31,361</u>
Loaders:	<u>1</u>	Liquid Truck:	<u>0</u>	Liquid Gallons:	<u>0</u>

**Number of Miles Plowed During Event: 709**

### Personnel:

Day Crew--- Leo Rodell, Dale Harter, Leonard Taylor, Mike McFarlane, Nick Scherry, Toby Fiske, Billy Little, Mark Webb

### Volunteer plow Drivers:

None

### Contractor Work Effort:

N/A

### Subdivision Activities:

Plowed and applied material to some trouble areas as needed.

### Parks Division Activities:

Parks Crew maintained City facility walkways during the event.

### Environmental Conditions Present:

Snow: .2" Drifting: Yes Rain: N/A Low Temp: 25 Wind: 23-36 mph

### Equipment Issues:

None

### Incidents:

None

### Complaints / Concerns:

None

**Items of Interest:**

During this weather event the Gillette Police Department investigated six vehicle crashes. All six of those crashes occurred on a City of Gillette maintained roadway and were influenced by weather conditions.





**Gillette Police Department  
2016/2017 Weather Event Crash Report XIV**

IR#	Date/Time	Location	Injury	Property Damage	Citation	Cause
4565	03/06/17 - 0852	Westover Rd. / 4-J Road	None	Private - <\$1,000	No	Vehicle was eastbound on Westover Rd. and slid on the snow/ice while braking which resulted in a chain reaction three vehicle crash.
4566	03/06/17 - 0853	Vanscoy / Sutherland Dr.	None	Private - >\$1,000	No	Vehicle began sliding on the snow/ice eastbound on Vanscoy. Vehicle slid through the intersection and struck a parked vehicle.
4567	03/06/17 - 0909	Boxelder Rd. / Hospitality	None	Private - <\$1,000	Yes	Vehicle slid on the snow/ice, eastbound on Boxelder and struck a vehicle stopped in traffic.
4571	03/06/17 - 0918	Sinclair St. / Hwy 59	None	Private - <\$1,000	Yes	Vehicle slid on the snow/ice while braking and collided with another vehicle stopped in traffic.
4572	03/06/17 - 0923	Boxelder Rd. / Hospitality	None	Private - <\$1,000	Yes	Vehicle slid on the snow/ice, eastbound on Boxelder and struck a vehicle stopped in traffic.
4578	03/06/17 - 1125	Butler Spaeth / Eagle's Nest	None	Private - >\$1,000	Yes	Vehicle slid on the snow/ice southbound on Butler Spaeth and struck a PVC fence.

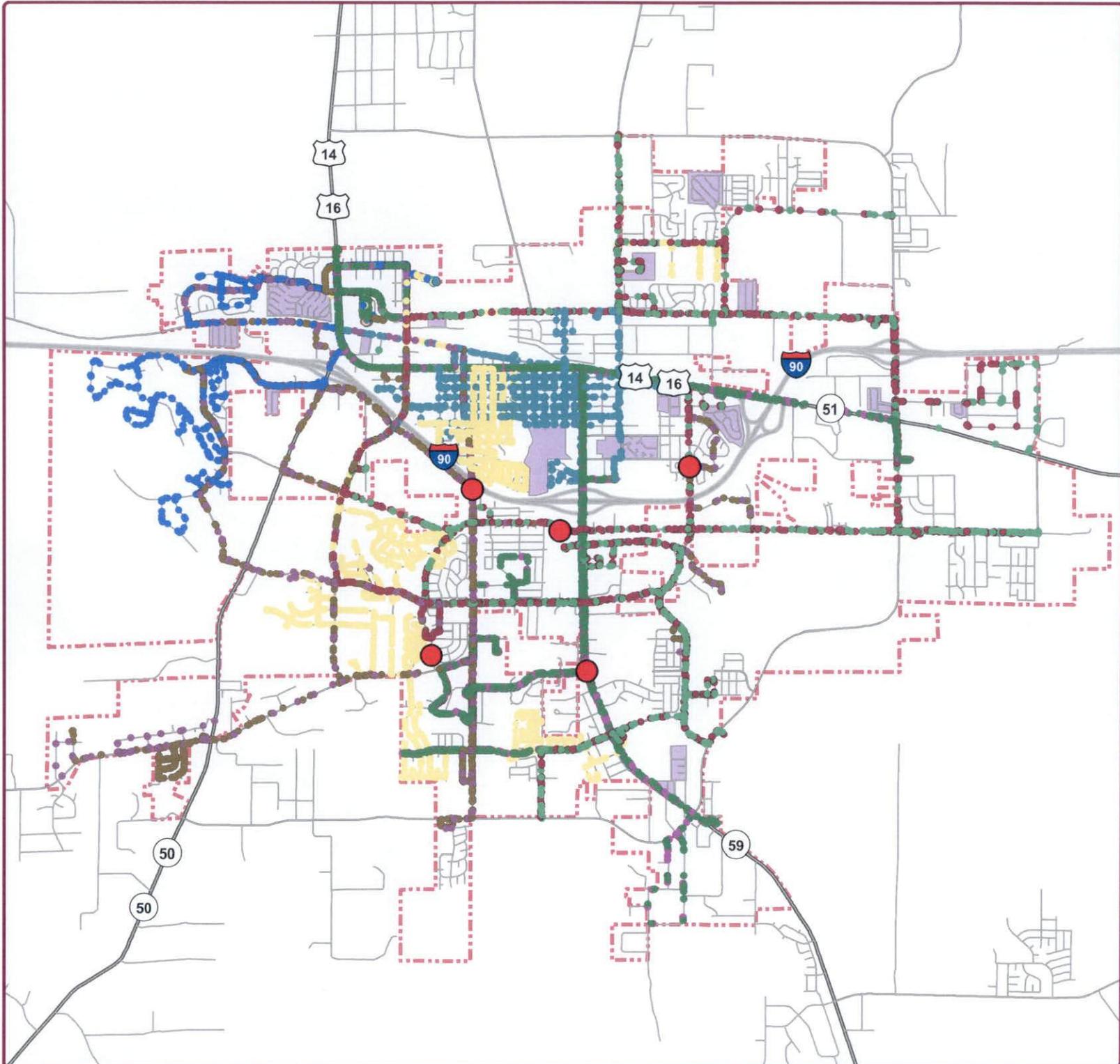
**March 6th, 2017 8:00 a.m. to March 6, 2017 3:00 p.m.**

During this weather event the Gillette Police Department investigated six vehicle crashes. All six of those crashes occurred on a City of Gillette maintained roadway and were influenced by weather conditions.



# CITY OF GILLETTE

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
www.gillettewy.gov



### Legend

### Large Snow Plows Unit # & Description

- Unit 25 Snow Plow
- Unit 28 Snow Plow
- Unit 31 Snow Plow
- Unit 40 Snow Plow
- Unit 44 Snow Plow
- Unit 99 Snow Plow
- Unit 100 Snow Plow
- Unit 157 Snow Plow
- Unit 160203 Snow Plow
- Reported Crashes

According to the AVL system, our snowplows drove a total of 709 miles during this event.

#### Police Report:

Crashes: 6  
Crashes w/Injuries: 0  
Citations: 4  
Personal Property Damage: \$6,000  
City Property Damage: \$0

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.

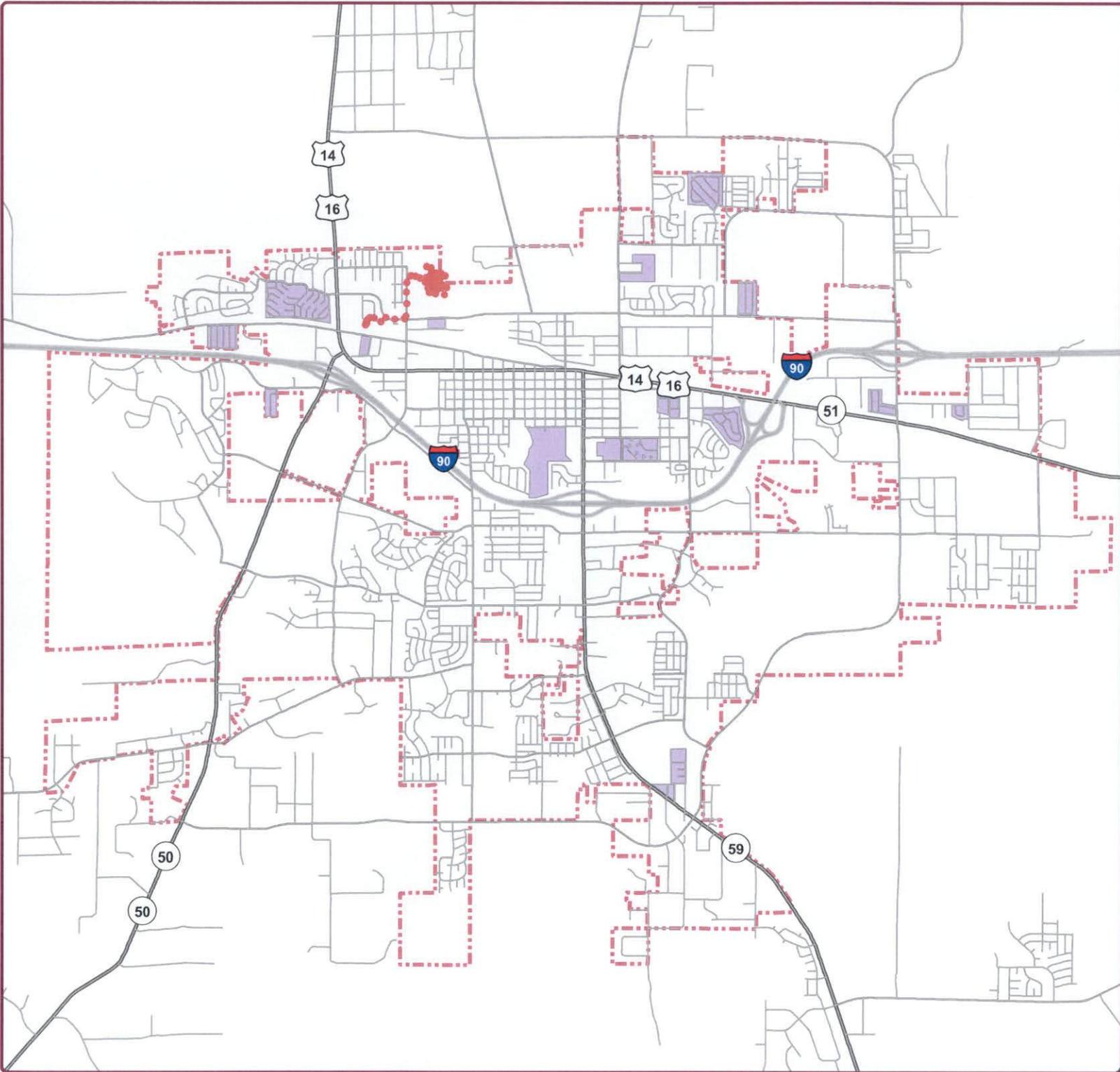


Y:\GIS Work\PublicWorks\Public WorksAdmin\SnowFollowup\2016-17\Streets\WorkFolder\SnowPlows.mxd



Snowplow AVL  
Snow Event Fourteen  
3/06/2017 08:00 am to  
3/06/2017 03:00 pm  
March 07, 2017

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



**CITY OF GILLETTE**

GIS Division  
 P.O. Box 3003  
 Gillette, Wyoming 82717-3003  
 Phone (307) 686-5364  
 www.gillettewy.gov

Legend

Tractors & Others

**Unit # & Description**

- Unit 193 Loader

According to the AVL system,  
 our tractors drove a total  
 of 13 miles during this event.

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.



Y:\GIS Work\PublicWorks\Public Works\Admin\SnowFollowup\2015-16\Streets\WorkFolder\Tractor.mxd



**Tractor AVL**  
**Snow Event Fourteen**  
**3/06/2017 08:00 am to**  
**3/06/2017 03:00 pm**  
 March 06, 2017

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



Gillette, Wright, Campbell County Fire  
Protection Joint Powers  
Board of Directors  
March 8, 2017 Business Meeting

**Table of Contents**

<b>1. CALL TO ORDER</b> .....	<b>4</b>
<b>2. WELCOME AND INTRODUCTIONS</b> .....	<b>4</b>
<b>3. BUSINESS ADDITIONS AND DELETIONS:</b> .....	<b>4</b>
3.1 APPROVE THE AGENDA.....	4
3.1.1 Approve agenda as amended (if needed).....	4
<b>4. PUBLIC COMMENTS</b> .....	<b>5</b>
<b>5. CONSENT AGENDA:</b> .....	<b>5</b>
5.1 CONSENT AGENDA APPROVAL ITEMS: .....	5
5.1.1 Regular Board Meeting Minutes.....	5
5.1.2 Monthly Expenditures.....	14
<b>6. EXPENDITURE APPROVAL</b> .....	<b>15</b>
6.1 APPROVAL OF MANUAL CHECKS .....	15
<b>7. BOARD REVIEW/FYI ITEMS</b> .....	<b>16</b>
7.1 FINANCIAL AND POLICY REVIEW .....	16
7.1.1 Cash Position.....	16
7.1.2 FY 2016-2017 Budget vs. Actual Statements .....	18
7.1.3 FY 2017-2018 Budget Review .....	24
7.1.4 Personal Accountability System.....	25
7.1.5 2in/2out- Rapid Intervention .....	29
7.1.6 Mayday.....	32
7.1.7 High Rise/Hotel Fire .....	35
7.1.8 Residential Structure Fire.....	38
7.1.9 Safe Driving.....	40
7.1.10 Apparatus Driver Operator .....	45
7.1.11 Fitness Center.....	46
7.2 ADMINISTRATIVE ITEMS: CHIEF SHANK .....	48
7.2.1 Call Reviews .....	48
7.2.2 Training Report .....	53
7.2.3 Facility Update/ General Information.....	54
7.3 CALENDAR OF UPCOMING CCFD/FIRE BOARD EVENTS.....	55
<b>8. BOARD ACTION ITEMS</b> .....	<b>57</b>
8.1 SURPLUS EQUIPMENT.....	57
8.2 PROPOSED 2017-2018 BUDGET.....	57
<b>9. EXECUTIVE SESSION:</b> .....	<b>58</b>
9.1 MATTERS POSING THREAT TO SECURITY OF PUBLIC OR PRIVATE PROPERTY, OR THREAT TO PUBLIC ACCESS .....	58
9.2 APPOINTMENT, EMPLOYMENT, OR DISMISSAL OF PUBLIC OFFICER, EMPLOYEE, OR PROFESSIONAL PERSON .....	58
9.3 LITIGATION MATTERS.....	58
9.4 NATIONAL SECURITY MATTERS .....	58
9.5 REAL ESTATE PURCHASES.....	58
9.6 ATTORNEY CLIENT PRIVILEGED INFORMATION.....	58
<b>10.0 BOARD ACTON ITEM</b> .....	<b>58</b>

Note: ⚡ Signifies a Decision Item

10.1 EXECUTIVE MINUTES ..... 58

11.0 ADJOURNMENT ..... 58

GWCCFPJPB Meeting  
Meeting at 6:00 p.m.  
March 8, 2017  
Gillette, Wright, Campbell County  
Joint Powers Fire Board of Directors  
Business Meeting  
March 8, 2017 - Attendance

**ATTENDANCE**

Board Members:

_____ Cory Bryngelson	_____ Ryan Gross
_____ Lisa Finkey	_____ Damon Hart
_____ Ron Holmes	_____ Chuck Davis
_____ Mike Shober	

INVITED STAFF MEMBERS:

_____ Fire Chief Bill Shank	_____ Donna Lhotak-Crippen
_____ Jerrica Johnson	_____
_____	_____
_____	_____

INVITED GUESTS:

_____ Joe Hallock (Stevens, Edwards, Hallock, Carpenter, & Phillips, P.C.)
_____ Clack Kissack (County Commissioner & Liaison to the Fire Board)
_____ Robin Kuntz (City Council & Liaison to the Fire Board)
_____
_____
_____
_____



Gillette, Wright, Campbell County Fire Protection  
Joint Powers Board of Directors

CALL TO ORDER/INTRODUCTIONS/ADDITIONS & DELETIONS  
March 8, 2017

### **1. CALL TO ORDER**

The Meeting was called to order at \_\_\_\_\_ hours  
by \_\_\_\_\_.

### **2. WELCOME AND INTRODUCTIONS**

Guests:

---

---

---

---

---

---

---

---

### **3. BUSINESS ADDITIONS AND DELETIONS:**

---

---

---

---

---

---

---

---

#### **3.1 Approve the agenda**

##### **3.1.1 Approve agenda as amended (if needed)**



## 4. PUBLIC COMMENTS

## 5. CONSENT AGENDA:

### 5.1 Consent Agenda Approval Items:

#### 5.1.1 Regular Board Meeting Minutes

JOINT POWERS FIRE BOARD OF  
DIRECTORS' MEETING MINUTES  
February 15, 2016

**ATTENDANCE:** Chuck Davis, Ryan Gross, Ron Holmes, Lisa Finkey, Damon Hart, Mike Shober, and Cory Bryngelson.

**STAFF and GUESTS:** Chief William Shank, Donna Lhotak-Crippen, Legal Counsel Joe Hallock, City Liaison Councilman Robin Kuntz Commissioner Matt Avery, Commissioner Micky Shober, County Liaison Commissioner Clark Kissack and Lieutenant Alyssa Thar.

### PRE-MEETING

#### 1.0 CALL TO ORDER

Board Chairman, Cory Bryngelson called the meeting to order at 1800 hours at the Campbell County Fire Department Station 13 in Gillette, Wyoming.

#### 2.0 WELCOME AND INTRODUCTIONS

Chairman Bryngelson introduced the attendees who are listed above under the heading "Staff and Guests."

Alyssa Thar introduced herself and talked about her station. One complaint she had was that they have been asking for a building extension for the last fifteen years. It is very difficult and a safety issues to have three vehicles in a two-door bay. They rely heavily on a backer to help position vehicles.

#### 3.0 BUSINESS ADDITIONS AND DELETIONS

5.1.2 Monthly Expenditures

7.1.3 2017-2018 Budget Review

#### 3.1. AGENDA APPROVAL

• **Motion** Ryan Gross moved, seconded by Lisa Finkey, to approve the meeting agenda as amended.



Gillette, Wright, Campbell County Fire Protection  
 Joint Powers Board of Directors  
 APPROVAL OF EXPENDITURES  
 March 8, 2017 - Discussion/Approval

Cory Bryngelson	yes	Damon Hart	yes
Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		

The motion carried.

**4. PUBLIC COMMENTS**

**5.1 APPROVE CONSENT AGENDA**

☛ **Motion** Ryan Gross moved, seconded by Mike Shober to approve the Consent Agenda with corrections:

- 2.0 Co-Chairman should be Lisa Finkey not Lisa Finley
- 7.2.1 Teeter should be Treater.

- 5.1.1 Regular Board Meeting Minutes (with corrections)
- 5.1.2 Monthly Expenditures \$174,034.52

Cory Bryngelson	yes	Damon Hart	yes
Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		

The motion carried.

**6.1 MANUAL CHECKS**

☛ **Motion** Ron Holmes moved, seconded by Damen Hart, to approve payment of the Manual Checks totaling \$135,231.27

Cory Bryngelson	yes	Damon Hart	yes
Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		

The motion carried.

**7.1.1 CASH POSITION**

Donna Crippen stated that we have received funding from the Funding entities for 3<sup>rd</sup> quarter.

**7.1.2 FY 2016-2017 BUDGET VS ACTUAL**

Donna Crippen stated that they have been spending the FF&E money for station three to get ready to move in. Should she the expense on the report next month.



Gillette, Wright, Campbell County Fire Protection  
Joint Powers Board of Directors  
APPROVAL OF EXPENDITURES  
March 8, 2017 - Discussion/Approval

### 7.1.3 FY 2017-2018 BUDGET

Chairman Bryngelson states that we were asked by our funding entities to produce two budgets one with a 7% cut and the other a 12%. Chairman Bryngelson stated that they are looking more at the 7% cut but anything more would be helpful.

Items that were brought up:

- Medical Physicals. Chief Shank explained that we do physicals on all our full and part time members. We do a full workup on blood, chest, hearing, etc. To make sure our members are able to perform their duties. These physicals are more expensive but it is a good investment in our members and we are being pro-active instead or re-active. It is a well-known fact that firefighters are more susceptible to cancer throughout their career. Counsel Hallock stated that this is a Public Safety issues if we do not continue to do physicals because the firefighters drive our vehicles at high rate of speed and stated other issues as well.
- Seasonal Help: Ryan Gross asked why we are requesting an increase. Donna Crippen stated at last year's budget we requested a cut and was going to eliminate the program. The increase is added back to have the full program. They are the first one's out to a wildland fire which leaves our 24-hour crew to stay and cover Gillette and other calls. Chief Shank stated that last year we had a dry year with more fires and he cannot predict what this summer will entail.
- Board Expenses: Chairman Bryngelson stated since we have to reduce budget the board should also reduce their costs as well. Chairman Bryngelson stated to cut this line item in half.
- Shift Coverage Overtime: This line items has been increased. Chief Shank stated that this is needed to make sure we have five firefighters on duty at all times. We have been running short staff and this needs to change. Chief Shank said he has required all shifts to have five people and if we cannot get a part time member in to fill we will bring a career member in on overtime.
- Station Closures: Chief Shank stated that we would combined station 3 and 4, closing 4; and close station 2 and combined them with 1. There is very little savings in closing these stations, unless we can sell the buildings and equipment and put them into a sinking fund to help pay for unexpected cost on maintenance at other stations. This would have an effect on consumers because of the distance the insurance rates from their property to a fire station. We also need to look at the big picture of where these stations are located before we put much money into fixing them. The board decided against closing any stations unless we are looking at a 12% cut.



Gillette, Wright, Campbell County Fire Protection  
Joint Powers Board of Directors  
APPROVAL OF EXPENDITURES  
March 8, 2017 - Discussion/Approval

- Reducing fleet: Chief Shank stated that we have 96 pieces out apparatus in our department and we should look at reducing the fleet to help with vehicle maintenance.
- New Station 3 insurance. Donna Crippen stated that we just took over the new station 3 and have not heard back on what the additional insurance will be but this increase needs to be included in the budget.
- Insurance: Ryan Gross stated that we should take another look at the deductibles on our insurance to see if we can save any money there.
- Pagers – It was asked if there is another way of responding besides pagers. Chief Shank stated that it is an ISO requirement that we have a dependable alerting system. The pagers work great when you are not in cell service area and cell phones have a delay that is not very dependable.
- Part Time help. It was asked how we can get more members in our community to join. Chief Shank stated that we are on the same trend with the rest of the US. We treat our firefighters the same no matter if they are part time or full time. If they are on a scene you cannot tell the difference between the two. We are trying and will work on new ideas for recruitment to keep us a combination fire department.
- Investigations/Inspections. It was asked if we need the positions with the declining in the building and economy, or if we can combine the positions to one person. Chief Shank stated it was asked if we could have the state come in and do the plan reviews and inspections. Chief Shank stated that they can but it would put on delay on the community because they would have to come from different parts of Wyoming. He also stated that if you use state that you would lose the local control on codes because they would have to follow the state codes not the County's. Chief Shank also stated that two people are needed and read the 2015 annual report on what the two positions do. Inspections: Fire Sprinkler system 64; Fire alarm systems 65; Construction 127; Courtesy survey 22; Schools 15; Daycares 126; Respite 42; Solid Fuel (fireplace) 85; Occupant load 11; Insurance rating 7; permits 68; complaints 7. Plan Reviews: Submitted Projects 133 (438 hours; Fire Sprinkler 22; Fire alarm 22; On-site reviews 59; Pre-build review meetings 78; Recordkeeping 589.5 hours. Reporting: Incident reports released 46; Environmental site assessments 19; Review Time 529 hours. Training: Obtain and maintain certifications 841 hours. Commissioner Shober stated that it was board's decision on how to deal with these two positions.
- Division Chief of Operations Position: Chief Shank stated that this position will remain open and unfilled. The open position will be sustainable for the short term but not long term. Ryan Gross said this is not ideal for long term having the Captains report directly to the chief. Lisa Finkey stated that the department is under staffed and underfunded. The



Gillette, Wright, Campbell County Fire Protection  
Joint Powers Board of Directors  
APPROVAL OF EXPENDITURES  
March 8, 2017 - Discussion/Approval

department is being stripped down and will have to build up from here. Need to start progressing instead of regressing.

- Financial Specialist position: Chairman Bryngelson asked if there was anyone else in the department that can be backup for payroll instead of hiring anyone. Donna Crippen stated that she does not see anyone with the time and understanding to be able to help. Chairman Bryngelson asked if there was any way we can outsource or whatever options we have. Donna Crippen stated that there are other options but they would cost more than hiring a part time person. The board requested on what it would cost for a part time person.
- Battalion Chief in Wright: Ron Holmes stated that he knows this position is not funded but it would be nice to have since there is only one full time person that answers all the calls in southern Campbell County.
- Sinking fund: Chief Shank asked if we can request to build up a savings that we can use for major repairs in the future. Commissioner Shoher stated that the County sets aside 10% of the cost of the building in a maintenance account. Chief Shank asked if he could bring it up when we meet with the funding entities on March 23<sup>rd</sup>.

### **7.2.1 CALL REVIEW**

Chief Shank said that the Sheriff's Office is reporting that we are already up 55% in calls this year. There was 121 call by January 20<sup>th</sup>. EMS is up 65% in the County.

### **7.2.2 TRAINING REPORT**

Chief Shank mentioned that the Training Cadre met on January 31<sup>st</sup>. The Cadre is working on establishing a list of subject matter experts (SME's) that can sign off the various portions of the practical skills requirements for state certification

The Cadre will be working on course schedules for 2017 to include wildland courses taught by Wyoming State Forestry, USFS and BLM.

#### **January Training Highlights**

The Emergency Medical Responder (EMR) course is completed. Students completed the State of Wyoming written exam and are waiting to complete the practical skill evaluation in February.

Ice Rescue Refresher Training was held on January 9<sup>th</sup>, 17 members completed the training.

A full Ice Rescue class was held on January 14<sup>th</sup>, 14 members participated in this training.

5 CCFD members attended classes at the Mid-Winter Fire School in Riverton



Gillette, Wright, Campbell County Fire Protection  
Joint Powers Board of Directors  
APPROVAL OF EXPENDITURES  
March 8, 2017 - Discussion/Approval

Captain Fox completed the Community Risk Reduction course at the National Fire Academy in Emmitsburg, MD

Firefighter Waller completed Ice Rescue Train the Trainer course in Greeley, Colorado. This will bring our instructor cadre for ice rescue up to four.

### **February Training**

Special Operations Training – High Angle Rescue, will be held on Monday, February 6<sup>th</sup>  
Hazmat Technician Refresher training will be held on February 16<sup>th</sup> and 17<sup>th</sup>

Several members will be attending the Wyoming Chief Officers Symposium in Casper

Recruit Academy will begin on February 1<sup>st</sup> at 1900hrs and continue through June 21<sup>st</sup>. Chief Shank mentioned that we have 11 members and would like to see them all complete the academy.

**Classes/Hours:** January 1, 2017 thru January 31, 2016 a total of 55 training sessions have been conducted for a total of 783 man hours.

### **7.2.2 FACILITY UPDATES**

Chief Shank stated that the New Station is complete and we are moving into it. The old station should be all cleaned out and will be turned over to the City. There are a few items that still need to be completed at the new station but have to wait on the weather. Chief Shank Also stated that they completed everything on the punch list.

Chief Shank stated that there are moving forward with the repairs on Station 9. The proposal on work to be done will be addressed at the next commissioners meeting. It is going to be extensive work done to the flooring and will have to move everything to the top floor, including offices. Work is scheduled to take 15-32 days from start to finish.

Counsel Hallock stated that the department meet with the City of Gillette GIS department. They are working on an app for the department. This app will help the firefighters when responding to calls. The City has asked for a Mutual of Understanding for liability purposes. This app will save the department anywhere around \$5000-\$6000 a year in response programs.

### **7.3 CALENDAR OF UPCOMING EVENTS**

Donna mentioned the Fire Department banquet is March 11<sup>th</sup> and please RSVP by February 24<sup>th</sup>.



Gillette, Wright, Campbell County Fire Protection  
 Joint Powers Board of Directors  
 APPROVAL OF EXPENDITURES  
 March 8, 2017 - Discussion/Approval

**8.1 BOARD ACTION ITEMS**

☛ **Motion Michael Shober** moved, seconded by **Chuck Davis** to to approve sick leave transfer as presented:

- 80 Hours from FOXJAM to KIRSHA
- 8.92 Hours from FOXJAM to PAFJOH
- 24 Hours from MCMKAT to KIRSHA
- 24 Hours from ABEKEL to KIRSHA
- 34.51 Hours from DICROB to KIRSHA
- 38 Hours from ACTERI to KIRSHA
- 65.44 Hours from DICROB to KIRSHA

Cory Bryngelson	yes	Damon Hart	yes
Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		

The motion carried.

**RECESS**

☛ **Motion Ryan Gross** moved, seconded by **Lisa Finkey** to recess meeting at 2019.

Cory Bryngelson	yes	Damon Hart	yes
Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		

The motion carried.

☛ **Motion Michael Shober** moved, seconded by **Ryan Gross** to reconvene meeting at 2029.

Cory Bryngelson	absent	Damon Hart	yes
Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		

The motion carried.

**9.0 EXECUTIVE SESSION**

☛ **Motion Lisa Finkey** moved, seconded by **Damon Hart** to move into executive session at 2030 hours for personnel matters and potential litigation.

Cory Bryngelson	yes	Damon Hart	yes
-----------------	-----	------------	-----



Gillette, Wright, Campbell County Fire Protection  
Joint Powers Board of Directors  
APPROVAL OF EXPENDITURES  
March 8, 2017 - Discussion/Approval

Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		

The motion carried.

☛ **Motion** Damon Hart moved, seconded by Ron Holmes to come out of executive session at 2132 hours.

Cory Bryngelson	yes	Damon Hart	yes
Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		

The motion carried.

☛ **Motion** Ryan Gross moved, seconded by Michael Shober to reconvene meeting at 2132.

Cory Bryngelson	yes	Damon Hart	yes
Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		

The motion carried.

### 10.1 EXECUTIVE MINUTES

☛ **Motion** Ryan Gross moved, seconded by Ron Holmes to approve December 14<sup>th</sup>, 2016 Executive Minutes.

Cory Bryngelson	abstain	Damon Hart	yes
Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		

### 11.0 ADJOURNMENT

☛ **Motion** Damon Hart moved seconded by Ron Holmes to adjourn meeting at 2133 ours

Cory Bryngelson	absent	Damon Hart	yes
Chuck Davis	yes	Ron Holmes	yes
Lisa Finkey	yes	Mike Shober	yes
Ryan Gross	yes		



Gillette, Wright, Campbell County Fire Protection  
Joint Powers Board of Directors  
APPROVAL OF EXPENDITURES  
March 8, 2017 - Discussion/Approval

The motion carried.

Respectfully Submitted,

\_\_\_\_\_  
Chairman Cory Bryngelson

\_\_\_\_\_  
Attest: Donna Lhotak-Crippen



**CITY OF GILLETTE  
PLANNING COMMISSION**

**Tuesday**, March 14, 2017  
7:00 PM

**Council Chambers  
201 E. 5th Street, Gillette, Wyoming  
(307)686-5281**

---

**CALL TO ORDER**

**APPROVAL OF MINUTES**

1. **Pre-Meeting Workshop Minutes - February 28, 2017**  
**Regular Meeting Minutes - February 28, 2017**

**CASE NO. 17.004ZA**

**ZONING TEXT AMENDMENT-Rear Yard Set-Back for Accessory Buildings in R-S District**

**CASE NO. 16.051AP**

**ANNEXATION PLAT - Country Club Lake Annexation**

**CASE NO. 16.054AP**

**ANNEXATION PLAT-Cocklebur Drive Drainage Annexation**

**OLD BUSINESS**

**NEW BUSINESS**

**DIRECTOR'S REPORT**

**ADJOURNMENT**

**CHAIRMAN**

**Clark Sanders**

**VICE-CHAIRMAN**

**Jennifer Thomas**

**BOARD MEMBERS**

**Todd Mattson**

**Bill Ellingson**

**Cindy Reardon**

Jim Nielsen

Brenda Green

[www.gillettewy.gov](http://www.gillettewy.gov)

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



**CITY OF GILLETTE  
PLANNING COMMISSION  
March 14, 2017 7:00:00 PM  
Council Chambers  
201 E. 5th Street, Gillette, Wyoming  
(307)686-5281**

**DATE:** 3/14/2017 7:00:00 PM

**CASE NUMBER AND TITLE:**

Pre-Meeting Workshop Minutes - February 28, 2017

Regular Meeting Minutes - February 28, 2017

**APPLICANT/OWNER:**

**AGENT:**

**CASE SUMMARY:**

**CASE BACKGROUND:**

**CASE REQUIREMENTS:**

**STAFF RECOMMENDATION:**

**CASE MANAGER:**

**TENTATIVE CITY COUNCIL DATE:**

**ATTACHMENTS:**

Click to download

[Workshop Minutes](#)

[Meeting Minutes](#)

**CITY PLANNING COMMISSION**  
**MINUTES OF THE PRE-MEETING WORKSHOP**  
**ENGINEERING CONFERENCE ROOM – CITY HALL**  
February 28, 2017 – 6:00 p.m.

The February 28, 2017, Pre-Meeting Workshop of the City of Gillette Planning Commission convened at 6:00 p.m. in the Engineering Conference Room, located on the second floor of City Hall. Planning Commission Members present were Chairman Clark Sanders, Brenda Green, Jim Nielsen and Todd Mattson. Those present from the City of Gillette were Mike Cole, Planning Manager; Natalie Buchwald, and Jill McCarty, Administrative Assistant. Discussion was held on a proposal by AT&T to modify the existing cellular communications tower located at 1211 S Douglas Highway. No action was taken. Discussion was held on the cases to be presented at the regular meeting to follow.

The Pre-Meeting Workshop adjourned at 6:57 p.m.

Minutes taken and prepared by:

Jill McCarty  
Administrative Assistant

CITY OF GILLETTE PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
City Council Chambers ~ City Hall  
February 28, 2017 ~ 7:00 p.m.

PRESENT

Commission Members Present: Chairman Clark Sanders, Brenda Green, Todd Mattson, and Jim Nielsen.

Commission Members Absent: Bill Ellingson, Jennifer Thomas and Cindy Reardon.

Staff Present: Mike Cole, Planning Manager; Natalie Buchwald, Planner, and Jill McCarty, Administrative Assistant.

CALL TO ORDER

Chairman Sanders called the meeting to order at 7:00 p.m.

APPROVAL OF THE  
MINUTES

A motion was made by Jim Nielsen and seconded by Brenda Green to approve the Pre-Meeting Workshop and Regular Meeting Minutes of the City Planning Commission Meeting of January 10, 2017, and the Pre-Meeting and Regular Meeting Minutes of the City/County Planning Commission Meeting of January 19, 2017. Motion carried 4/0.

17.002PUDF-FINAL  
PLAT PUD-Gillette  
College Tech Center  
Ph. II, Resub of Tract C

Natalie Buchwald presented Case No. 17.002PUDF. The City of Gillette and Gillette College (the applicant) request approval of a Final Planned Unit Development (PUD) Plat and PUD Ordinance with the intent of subdividing Tract C of the Gillette Tech Center Phase II Subdivision into five (5) lots in the C-O, Office and Institution District.

Tract C of the Gillette Tech Center Phase II Subdivision consists of a single, five-acre lot. Tract C is located south of the West Sinclair Street/Tech Drive intersection within the Gillette College Campus. Tract C is currently zoned C-O, Office and Institution District. Tract C was platted as a single lot in 2011. Phase I of the Gillette College student housing is located within existing Tract C.

A Development Plan for the Gillette College Housing was approved by the Planning Commission on January 14, 2008. The Landscape Plan was approved by the Parks and Beautification Board on December 13, 2007. Since 2008, all necessary infrastructure, buildings and landscaping has been installed. The new dormitory structures were occupied by students in September 2009. The City Planning Commission approved the Preliminary PUD Plat and Draft PUD Ordinance during their May 20, 2012 meeting.

The applicant would like to move forward with the Final PUD Plat and Ordinance for future ownership purposes. The PUD Plat will create five (5) new lots - four (4) separate lots for each dormitory structure, and one lot for the common area.

Chairman Sanders asked if the City had received any calls or public comments on this case. Natalie said they City had not. Chairman Sanders asked if there were any further questions from the commission. There were none.

Todd Mattson made a motion to approve said case. Jim Nielsen seconded

the motion. Motion carried 3/0/1.

17.003Z- ZONING  
MAP AMENDMENT-  
Lot 16A & 16B,  
Industrial Park East

Natalie Buchwald presented Case No. 17.003Z. The City of Gillette Planning Division recommends Lots 16A and 16B of the Industrial Park East subdivision be rezoned from I-1, Light Industrial District, to R-S, Suburban Residential District, to correct an obvious zoning error.

When Lot 16 of the Industrial Park East Subdivision was annexed into the City of Gillette on November 4, 2002, the property was zoned I-1, Light Industrial Zoning District.

In 2014, Lot 16 was split into two separate lots – 16A and 16B.

The City-issued building permits for single-family residential construction on Lot 16A and 16B. At the time the building permits were issued, it was thought the zoning of these two properties was R-S, Suburban Residential Zoning District. Neither lot was properly zoned to accommodate the existing residential uses.

The proposed Zoning Map Amendment is a “housekeeping” task that has been initiated by the City of Gillette to update our existing zoning districts to reflect the actual use of the property and to correct an obvious error.

Chairman Sanders asked if the City had received any calls or public comments on this case. Natalie said they City had not. Chairman Sanders asked if there were any further questions from the commission. There were none.

Jim Nielsen made a motion to approve said case. Todd Mattson seconded the motion. Motion carried 4/0.

OLD BUSINESS

None

NEW BUSINESS

Mike Cole reported there will there will be three cases at the March 14, 2017, meeting.

ADJOURNMENT

The meeting adjourned at 7:07 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Assistant.



# CITY OF GILLETTE

Development Services Department  
Building Inspection Division  
P.O. Box 3003 • Gillette, Wyoming 82717-3003  
Phone 307.686.5260  
www.gillettewy.gov

## MEMORANDUM

TO: Board of Examiners – Jaye Drake, Chairman; Dean Thompson, Vice-Chairman; John Alt, Chad Renken, Weston Scott, Dale Phipps, Scott Heibult, Todd Newlin, and Chris Weight.

CC: Administration  
Carter Napier, City Administrator  
Patrick Davidson, City Attorney  
Dustin Hamilton, P.E., Development Services Director  
Jim Brown, Deputy Building Official  
Kim King, Administrative Assistant

FROM: Ken Rogers, Chief Building Official

SUBJECT: Board of Examiners Regular Meeting – March 14, 2017

DATE: March 9, 2017

The Regular Meeting is scheduled for 12:30 p.m. on Tuesday, March 14, 2017 at City Hall, in the Community Conference Room, 2<sup>nd</sup> Floor. Lunch will be served at 12:00 p.m.

Enclosed please find the Meeting Agenda and Packet.

If you have questions or concerns prior to the meeting, please contact me.

Thank you.

<h1 style="font-size: 2em; font-weight: bold; transform: rotate(-15deg);">Agenda</h1>	<p><b>BOARD OF EXAMINERS REGULAR MEETING</b></p> <p><b>March 14, 2017 12:00 p.m. to 2:00 p.m. City of Gillette – City Hall 2<sup>nd</sup> Floor Community Conference Room</b></p>
<p><b>Call to Order</b></p>	<p>Jaye Drake, Chairman</p>
<p><b>Approval of Minutes</b></p>	<p>Regular Meeting of February 14, 2017</p>
<p><b>Unfinished Business</b></p>	
<p><b>New Business</b></p>	
<p><b>Approval of Contractor License Applications</b></p>	<p>Individual Trade License Applications Contractor License Applications (Class A, B, C, D, F and R)</p>
<p><b>Announcements</b></p>	<p>The next Regular Meeting will be on Tuesday, April 11, 2017.</p>
<p><b>Adjournment</b></p>	

BOARD OF EXAMINERS  
MEETING MINUTES

Regular

February 14, 2017

12:30 p.m.

Board Members present: John Alt, Weston Scott, Dale Phipps, Scott Heibult, Todd Newlin, and Chris Weight.

Board Members present via telephone conference: Vice Chairman Dean Thompson.

Board Members Absent: Chairman Jaye Drake and Chad Renken.

Staff Members present: Dustin Hamilton, Development Services Director; Ken Rogers, Chief Building Official; Jim Brown, Deputy Building Official; Kim King, Administrative Assistant.

Dean Thompson, Vice Chairman, called the meeting to order.

Approval of Minutes

Vice Chairman Thompson called for approval of the January 10, 2017, Regular Meeting Minutes. It was moved by John Alt, seconded by Chris Weight to approve said Minutes. Roll was called on the motion with the following results. Board Members voting aye: Alt, Scott, Phipps, Heibult, Newlin, Weight, Vice Chairman Thompson. Motion carried.

Unfinished Business

There was none.

New Business

Vice Chairman Thompson informed the Board of the spring session of Board Member Training. He stated this was a mandatory training for any Board member who had not previously attended the training. The classes are being held on March 8, 2017 from 5:30 – 8:30 p.m. and March 9, 2017 from 1:00 – 4:00 p.m. Both classes are being held in the Community Conference Room at City Hall.

Individual Review of Contractor Application

Applicant: Alliance Electric, LLC

Owner or Master of Record: Paul DePonzi

Applicant Status: Complete with One Flag

Vice Chairman Thompson called for a motion. It was moved by John Alt, seconded by Weston Scott, to approve the above Contractor License Applicant.

Board Member Heibult asked Paul DePonzi to introduce himself and then explain the reason why his license was flagged. Paul stated they did some work at the Walmart store and did not have their license or permit before starting the project. He explained they had had some administrative changes in the office and should have had their license paperwork submitted the month before.

Ken Rogers stated all inspections have been completed and the General Contractor wants a certificate of occupancy. He explained the project was an immunization room. Paul stated the scope of work was changing two (2) light fixtures and adding some receptacles.

After discussion among the Board, Vice Chairman Thompson called for a vote. Board Members voting aye: Heibult, Newlin, Weight, Alt, Scott, Phipps, and Vice Chairman Thompson. Motion carried.

Ken Rogers raised the issue of approval for the Individual Trade license applicants for Alliance Electric.

Vice Chairman Thompson called for a motion. It was moved by Scott Heibult, seconded by John Alt, to approve Individual Trade license applications for Paul DePonzi, Master Electrician and Marcus Eastlund, Journeyman Electrician. Roll was called on the motion with the following results. Board Members voting aye: Newlin, Weight, Alt, Scott, Phipps, Heibult, and Vice Chairman Thompson. Motion carried.

### Individual Trade License Applications

The Board reviewed the following Individual Trade License Applications:

BERTSCH, BRANDON of NEWCASTLE, WY • JOURNEYMAN ELECTRICIAN, 21 ELECTRIC LLC Lic# 2156  
COOK, CHARLES of UPTON, WY • APPRENTICE GAS PIPEFITTER, LG PLUMBING LLC Lic# 3124  
COOK, CHARLES of UPTON, WY • APPRENTICE PLUMBER, LG PLUMBING LLC Lic# 3125  
DOW, BRAD of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, PROELECTRIC INC Lic# 2211  
DOWDY, JEFF of GILLETTE, WY • MASTER PLUMBER, LONG'S PLUMBING & HEATING INC Lic# 1534  
GOOD, KAYLOR of MOORCROFT, WY • JOURNEYMAN ELECTRICIAN, GOOD ELECTRIC INC Lic# 3123  
GOOD, RICK of MOORCROFT, WY • MASTER ELECTRICIAN, GOOD ELECTRIC INC Lic# 3122  
HENDRICKSON, RED of GILLETTE, WY • MASTER ELECTRICIAN, DELTA WYE INC Lic# 1480  
KELLER, JOHN C of NEWCASTLE, WY • MASTER ELECTRICIAN, JOHN'S ELECTRIC Lic# 1483  
LIGGETT, JOSH of NEWCASTLE, WY • MASTER ELECTRICIAN, 21 ELECTRIC LLC Lic# 3114  
MASSIE, CLAY of MOORCROFT, WY • RES FIRE SUP SYS INSTALLER-MAS, CLEARWATER X-SPURTS INC Lic# 2811  
MCCONNELL, DENNIS of GILLETTE, WY • MASTER ELECTRICIAN, BLAIR ELECTRIC SERVICE CO Lic# 1586  
PIMENTEL, PAUL of GILLETTE, WY • APPRENTICE HVAC TECH, POWDER RIVER HEATING & AIR CONDITIONING Lic# 3118  
PURVIANCE, JASON of NEWCASTLE, WY • JOURNEYMAN ELECTRICIAN, 21 ELECTRIC LLC Lic# 3115  
RENKEN, BRYAN of GILLETTE, WY • MASTER HVAC TECH, RENKEN PLUMBING LLC Lic# 2657

RENKEN, RYAN of GILLETTE, WY • APPRENTICE GAS PIPEFITTER, RENKEN PLUMBING LLC Lic# 1790  
RENKEN, RYAN of GILLETTE, WY • APPRENTICE PLUMBER, RENKEN PLUMBING LLC Lic# 1791  
SHIPLEY, SHANE of GILLETTE, WY • JOURNEYMAN GAS PIPEFITTER, LONG'S PLUMBING & HEATING INC Lic# 1850  
SHIPLEY, SHANE of GILLETTE, WY • JOURNEYMAN PLUMBER, LONG'S PLUMBING & HEATING INC Lic# 1851

It was moved by Chris Weight, seconded by Dale Phipps, to approve the above Individual Trade License Applications. Roll was called on the motion with the following results. Board Members voting aye: Scott, Phipps, Heibult, Newlin, Weight, Alt, and Vice Chairman Thompson. Motion carried.

### Contractor License Applications

The Board reviewed the following Contractor License Applications (Class A, B, C, D, F and R):

21 ELECTRIC LLC of NEWCASTLE, WY • JOSH LIGGETT, ELECTRICAL  
30 GIG TECHNOLOGIES of GILLETTE, WY • WILLIAM HENSHAW, LOW VOLTAGE  
ASSOCIATED MATERIALS LLC of CUYAHOGA FALLS, OH • CHAD M. DIETZ, WIND SIDING GUTTER GARAGE DOOR  
BLACK CAT CONSTRUCTION of GILLETTE, WY • JEFF SORCH, WATER & SEWER PIPELAYER  
BLACK CAT CONSTRUCTION of GILLETTE, WY • JEFF SORCH, NONSTRUCTURAL CONCRETE  
BLACK CAT CONSTRUCTION of GILLETTE, WY • JEFF SORCH, EXCAVATION & GRADING  
BLAIR ELECTRIC SERVICE CO of GILLETTE, WY • DENNIS MCCONNELL, ELECTRICAL  
BOSS ENTERPRISES INC of GILLETTE, WY • EMERY WALKER, EXCAVATION & GRADING  
BRIAN MAXFIELD CONSTRUCTION of GILLETTE, WY • BRIAN MAXFIELD, RESIDENTIAL CONTRACTOR  
CLEARY BUILDING CORPORATION of VERONA, WI • DON HERRON, RESIDENTIAL CONTRACTOR  
CWB CONSTRUCTION of NEWCASTLE, WY • DONNY JENEROU, WIND SIDING GUTTER GARAGE DOOR  
DELTA WYE INC of GILLETTE, WY • RED HENDRICKSON, ELECTRICAL  
DREAMS CARPORTS & BUILDINGS of OREM, UT • MARCO DOMINGUEZ, MISCELLANEOUS  
EBERLEIN PAINTING of GILLETTE, WY • TIM DENNIS, TRIM CARPENTRY PAINT FLOORING  
ELKHORN EXTERIORS of ROZET, WY • JAMES KIEWEL, RESIDENTIAL CONTRACTOR  
ELKHORN EXTERIORS of ROZET, WY • JAMES KIEWEL, WATER & SEWER PIPELAYER  
G & R CONTROLS INC of SIOUX FALLS, SD • TRAVIS MCKINSTRY, LOW VOLTAGE  
GOOD ELECTRIC INC of MOORCROFT, WY • RICK GOOD, ELECTRICAL  
GOOD NUZ FLOORING of GILLETTE, WY • JACOB NUZUM, TRIM CARPENTRY PAINT FLOORING  
HEART OF THE WEST LLC of GILLETTE, WY • MARISSA DEEGAN, LANDSCAPING & FENCING  
HOSPITALITY BUILDERS INC of RAPID CITY, SD • DONALD HAMBECK, GENERAL CONTRACTOR  
J & M DRYWALL of GILLETTE, WY • MAYRA MACIAS, TRIM CARPENTRY PAINT FLOORING  
JBD INC of SHERIDAN, WY • JIM BEDE, TRIM CARPENTRY PAINT FLOORING  
JLC SIGNS & GRAPHIC WORKS of GILLETTE, WY • LINDA BEANE, SIGNAGE  
JOHN'S ELECTRIC of NEWCASTLE, WY • JOHN KELLER, ELECTRICAL  
KENNY GILBERTSON CONSTRUCTION of GILLETTE, WY • KENNY GILBERTSON, FRAMING  
KONE INC of MOLINE, IL • DONALD STOCKMAR, ELEVATOR  
MENDOZAS SIDING of GILLETTE, WY • SANTIAGO MENDOZA, WIND SIDING GUTTER GARAGE DOOR  
MICHAEL'S CONSTRUCTION INC of GILLETTE, WY • MIKE JORGENSEN, GENERAL CONTRACTOR  
NATIONWIDE BUILDERS & CONTRACT of COLORADO SPRINGS, CO • MARK KIMBALL, WIND SIDING GUTTER GARAGE DOOR  
NORTHERN UNDERGROUND LLC of SHERIDAN, WY • MARCUS SCHOENFELDER, EXCAVATION & GRADING  
NORTHERN UNDERGROUND LLC of SHERIDAN, WY • MARCUS SCHOENFELDER, WATER & SEWER PIPELAYER  
OUTBACK CONSTRUCTION INC of MISSOULA, MT • TANNER COCHRELL, GENERAL CONTRACTOR  
PIERCE FLOORING of BILLINGS, MT • MEG ERLNBUSH, TRIM CARPENTRY PAINT FLOORING  
RELIABLE FLOORING of GILLETTE, WY • JENNIFER RAKSTAD, TRIM CARPENTRY PAINT FLOORING  
RENKEN PLUMBING LLC of GILLETTE, WY • BRYAN RENKEN, GAS PIPEFITTER  
RITE-WAY CERAMIC TILE of GILLETTE, WY • SCOTT BENJAMIN, TRIM CARPENTRY PAINT FLOORING  
ROCKY MOUNTAIN MOBILE HOME INC of GILLETTE, WY • RENAE CROWLEY, MANUFACTURED HOME INSTALLATION  
STRAND'S LAWN CARE of GILLETTE, WY • ETHAN STRAND, LANDSCAPING & FENCING  
SWI LLC of POWELL, WY • MARK OLSON, LANDSCAPING & FENCING  
SWI LLC of POWELL, WY • MARK OLSON, LOW VOLTAGE  
TERRELL FLOOR COVERING of GILLETTE, WY • MIKE TERRELL, TRIM CARPENTRY PAINT FLOORING

TROYER BUILT CONSTRUCTION LLC of MOORCROFT, WY • WILBUR TROYER, RESIDENTIAL CONTRACTOR  
TROYER BUILT CONSTRUCTION LLC of MOORCROFT, WY • WILBUR TROYER, WATER & SEWER PIPELAYER  
TUTT CONSTRUCTION INC of BILLINGS, MT • JEFF TUTT, MISCELLANEOUS  
WESTERN PARTITIONS INC of TIGARD, OR • DONALD EASTER, TRIM CARPENTRY PAINT FLOORING  
WYO SERVICES LLC of UPTON, WY • JANE MATERI, LANDSCAPING & FENCING  
WYOMING INTERNET INC of GILLETTE, WY • DAVID GERWE, LOW VOLTAGE  
WYOMING ROOFING & SUPPLY II, LLC of SHERIDAN, WY • RYAN GREGORY, GENERAL ROOFING

It was moved by Scott Heibult, seconded by Todd Newlin, to approve the above Contractor License Applications. Roll was called on the motion with the following results. Board Members voting aye: Phipps, Heibult, Newlin, Weight, Alt, Scott, and Vice Chairman Thompson. Motion carried.

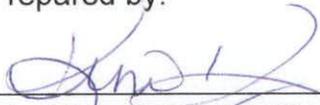
Announcements

The next regularly scheduled meeting will be Tuesday, March 14, 2017.

Adjournment

There being no further business to come before the Board, the meeting was adjourned at 12:38 p.m.

Prepared by:

  
\_\_\_\_\_  
Kim King, Administrative Assistant  
Building Inspection Division

**FOR REVIEW INDIVIDUAL LICENSE APPLICATIONS**

**MARCH 14, 2017**

1	BELL, RICHARD of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, SCOTT BROTHERS INC Lic# 2854
2	BIEGEL, DAVID of BILLINGS, MT • MASTER PLUMBER, PRECISION PLUMBING & HEATING INC Lic# 3151
3	BOYER, JOSHUA of GILLETTE, WY • JOURNEYMAN GAS PIPEFITTER, POWDER RIVER HEATING & AIR CONDITIONING Lic# 2169
4	BOYER, JOSHUA of GILLETTE, WY • JOURNEYMAN PLUMBER, POWDER RIVER HEATING & AIR CONDITIONING Lic# 2170
5	BREWER, JERAD of GILLETTE, WY • MASTER PLUMBER, CAMPBELL COUNTY SCHOOL DISTRICT Lic# 3143
6	BRYSON, JAMES R of GILLETTE, WY • JOURNEYMAN PLUMBER, CAMPBELL COUNTY SCHOOL DISTRICT Lic# 2179
7	DONAHUE, JACK of SHERIDAN, WY • MASTER GAS PIPEFITTER, A PLUS PLUMBERS INC Lic# 2865
8	DONAHUE, JACK of SHERIDAN, WY • MASTER PLUMBER, A PLUS PLUMBERS INC Lic# 2866
9	DRAKE, MATTHEW of GILLETTE, WY • JOURNEYMAN GAS PIPEFITTER, POWDER RIVER HEATING & AIR CONDITIONING Lic# 2214
10	DRAKE, MATTHEW of GILLETTE, WY • JOURNEYMAN PLUMBER, POWDER RIVER HEATING & AIR CONDITIONING Lic# 2215
11	FOSKETT, TRAVIS of GILLETTE, WY • APPRENTICE GAS PIPEFITTER, POWDER RIVER HEATING & AIR CONDITIONING Lic# 2228
12	FOSKETT, TRAVIS of GILLETTE, WY • APPRENTICE HVAC TECH, POWDER RIVER HEATING & AIR CONDITIONING Lic# 2229
13	GOULD, DONALD of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, SCOTT BROTHERS INC Lic# 2733
14	HANSON, DANIEL of GILLETTE, WY • MASTER ELECTRICIAN, SCOTT BROTHERS INC Lic# 2266
15	HAUCK, DEAN of SPEARFISH, SD • MASTER ELECTRICIAN, PHAZE ELECTRIC INC Lic# 2850
16	HUETHER, PAUL of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, BLAIR ELECTRIC SERVICE CO Lic# 2395
17	JACOBSON, RON of GILLETTE, WY • MASTER ELECTRICIAN, MINING ELECTRICAL SERVICES LLC Lic# 2077
18	KOCHMAN, MICHAEL of BILLINGS, MT • MASTER PLUMBER, PRECISION PLUMBING & HEATING INC Lic# 3148
19	KUENZEL, DAVID of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, POWER SOLUTIONS LLC Lic# 3142
20	LANGHUS, TYLER of BILLINGS, MT • JOURNEYMAN PLUMBER, PRECISION PLUMBING & HEATING INC Lic# 3149
21	LEAIR, SHAWN of GILLETTE, WY • APPRENTICE GAS PIPEFITTER, RENKEN PLUMBING LLC Lic# 3154
22	LEAIR, SHAWN of GILLETTE, WY • APPRENTICE PLUMBER, RENKEN PLUMBING LLC Lic# 3155
23	MAGNUSON, TYLER of GILLETTE, WY • APPRENTICE HVAC TECH, POWDER RIVER HEATING & AIR CONDITIONING Lic# 2261
24	MASSIE, TANNER of MOORCROFT, WY • APPRENTICE GAS PIPEFITTER, CLEARWATER X-SPURTS INC Lic# 3133
25	MASSIE, TANNER of MOORCROFT, WY • APPRENTICE PLUMBER, CLEARWATER X-SPURTS INC Lic# 3134
26	MCWILLIAMS, SCOTT of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, BLAIR ELECTRIC SERVICE CO Lic# 1592
27	MOHR, CHRIS of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, SCOTT BROTHERS INC Lic# 2269

**FOR REVIEW INDIVIDUAL LICENSE APPLICATIONS****MARCH 14, 2017**

28	<b>MOLLMAN, TIM</b> of GILLETTE, WY • JOURNEYMAN GAS PIPEFITTER, <b>POWDER RIVER HEATING &amp; AIR CONDITIONING Lic# 2270</b>
29	<b>MOLLMAN, TIM</b> of GILLETTE, WY • JOURNEYMAN PLUMBER, <b>POWDER RIVER HEATING &amp; AIR CONDITIONING Lic# 2271</b>
30	<b>MORGAN, RICHARD</b> of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, <b>POWER SOLUTIONS LLC Lic# 2851</b>
31	<b>NOVAKOVICH, JAMES</b> of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, <b>SCOTT BROTHERS INC Lic# 2272</b>
32	<b>OCHELTREE, DEREK</b> of GILLETTE, WY • JOURNEYMAN GAS PIPEFITTER, <b>POWDER RIVER HEATING &amp; AIR CONDITIONING Lic# 2273</b>
33	<b>OCHELTREE, DEREK</b> of GILLETTE, WY • JOURNEYMAN HVAC TECH, <b>POWDER RIVER HEATING &amp; AIR CONDITIONING Lic# 2274</b>
34	<b>OLSON, GEORG</b> of RAPID CITY, SD • MASTER HVAC TECH, <b>TESSIER'S INC Lic# 2298</b>
35	<b>RENKEN, RYAN</b> of GILLETTE, WY • JOURNEYMAN GAS PIPEFITTER, <b>RENKEN PLUMBING LLC Lic# 3152</b>
36	<b>RENKEN, RYAN</b> of GILLETTE, WY • JOURNEYMAN PLUMBER, <b>RENKEN PLUMBING LLC Lic# 3153</b>
37	<b>SCHOENBERNER, KADE</b> of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, <b>PROELECTRIC INC Lic# 1829</b>
38	<b>SCOTT, BRANDON L</b> of GILLETTE, WY • MASTER ELECTRICIAN, <b>SCOTT BROTHERS INC Lic# 1831</b>
39	<b>SCOTT, WESTON</b> of GILLETTE, WY • MASTER ELECTRICIAN, <b>SCOTT BROTHERS INC Lic# 1833</b>
40	<b>SHANE, JERRY</b> of GILLETTE, WY • MASTER ELECTRICIAN, <b>SHANE ELECTRIC INC Lic# 1844</b>
41	<b>STORUD, JOHN</b> of BILLINGS, MT • APPRENTICE PLUMBER, <b>PRECISION PLUMBING &amp; HEATING INC Lic# 3150</b>
42	<b>TAYLOR, CARL</b> of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, <b>SCOTT BROTHERS INC Lic# 1927</b>
43	<b>TODD, ED</b> of SHERIDAN, WY • APPRENTICE GAS PIPEFITTER, <b>A PLUS PLUMBERS INC Lic# 2869</b>
44	<b>TODD, ED</b> of SHERIDAN, WY • APPRENTICE PLUMBER, <b>A PLUS PLUMBERS INC Lic# 2870</b>
45	<b>TUCKER, LOREN</b> of GILLETTE, WY • MASTER ELECTRICIAN, <b>TUCKER ELECTRIC INC Lic# 1961</b>
46	<b>WALES, ED</b> of GILLETTE, WY • JOURNEYMAN PLUMBER, <b>CAMPBELL COUNTY Lic# 1989</b>
47	<b>WEDDLE, JAMES</b> of SHERIDAN, WY • APPRENTICE GAS PIPEFITTER, <b>A PLUS PLUMBERS INC Lic# 2872</b>
48	<b>WEDDLE, JAMES</b> of SHERIDAN, WY • APPRENTICE PLUMBER, <b>A PLUS PLUMBERS INC Lic# 2873</b>
49	<b>WILLIAMSON, DONAHUE</b> of SUMMERSET, SD • MASTER ELECTRICIAN, <b>WIRES R US Lic# 2031</b>
50	<b>WILSON, SCOTT</b> of GILLETTE, WY • MASTER GAS PIPEFITTER, <b>BLACK HILLS GAS HOLDINGS, LLC Lic# 2036</b>
51	<b>WILSON, SCOTT</b> of GILLETTE, WY • MASTER HVAC TECH, <b>BLACK HILLS GAS HOLDINGS, LLC Lic# 2037</b>
52	<b>WILSON, SHANE</b> of SHERIDAN, WY • APPRENTICE GAS PIPEFITTER, <b>A PLUS PLUMBERS INC Lic# 2874</b>
53	<b>WILSON, SHANE</b> of SHERIDAN, WY • APPRENTICE PLUMBER, <b>A PLUS PLUMBERS INC Lic# 2875</b>
54	<b>ZUCK, DANIEL</b> of GILLETTE, WY • JOURNEYMAN ELECTRICIAN, <b>CAMPBELL COUNTY SCHOOL DISTRICT Lic# 2071</b>

**FOR REVIEW CONTRACTOR LICENSE APPLICATIONS****MARCH 14, 2017**

1	<b>A PLUS PLUMBERS INC</b> of SHERIDAN, WY • JACK DONAHUE, GAS PIPEFITTER
2	<b>A PLUS PLUMBERS INC</b> of SHERIDAN, WY • JACK DONAHUE, PLUMBING
3	<b>AC TREE SERVICE</b> of MILLS, WY • MARK PORTER, LANDSCAPING & FENCING
4	<b>ALL PRO INSULATION LLC</b> of RAPID CITY, SD • JEREMY SCHAEFFER, INSULATION
5	<b>ALPINE DRYWALL &amp; FLOOR COVERINGS</b> of SALT LAKE CITY, UT • DIANE OUZOUNIAN, TRIM CARPENTRY PAINT FLOORING
6	<b>BLACK HILLS GAS HOLDINGS, LLC</b> of GILLETTE, WY • SCOTT WILSON, GAS PIPEFITTER
7	<b>BLACK HILLS GAS HOLDINGS, LLC</b> of GILLETTE, WY • SCOTT WILSON, MECHANICAL
8	<b>BONILLA MASONRY LLC</b> of INDEPENDENCE, MO • DANIEL JENKINS, MASONRY (STRUC)
9	<b>CASEY LESSERT</b> of GILLETTE, WY • CASEY LESSERT, TRIM CARPENTRY PAINT FLOORING
10	<b>CERAMIC DESIGNS MIDWEST INC</b> of RAPID CITY, SD • GEORGE MARTINA, TRIM CARPENTRY PAINT FLOORING
11	<b>CHOICE MINE &amp; INDUSTRIAL SERVICES LLC</b> of GILLETTE, WY • TONY DEIMLING, EXCAVATION & GRADING
12	<b>CHOICE MINE &amp; INDUSTRIAL SERVICES LLC</b> of GILLETTE, WY • TONY DEIMLING, LANDSCAPING & FENCING
13	<b>CHOICE MINE &amp; INDUSTRIAL SERVICES LLC</b> of GILLETTE, WY • TONY DEIMLING, NONSTRUCTURAL CONCRETE
14	<b>CNC CONSTRUCTION</b> of PLEASANT VIEW, UT • BRENT CASTRO, GENERAL CONTRACTOR
15	<b>COAL COUNTRY GENERAL SERVICES LLC</b> of GILLETTE, WY • DAVID CLOUD, TRIM CARPENTRY PAINT FLOORING
16	<b>COAL COUNTRY GENERAL SERVICES LLC</b> of GILLETTE, WY • DAVID CLOUD, EXCAVATION & GRADING
17	<b>COLLINS COMMUNICATIONS INC</b> of GILLETTE, WY • RICHARD MURRAY, LOW VOLTAGE
18	<b>COLLINS COMMUNICATIONS INC</b> of GILLETTE, WY • RICHARD MURRAY, FIRE ALARM SYSTEMS
19	<b>DAKOTA INSULATION INC</b> of RAPID CITY, SD • KEVIN MILLER, INSULATION
20	<b>DAKOTA SEALANTS INC</b> of RAPID CITY, SD • TIM VERMEULEN, MISCELLANEOUS
21	<b>EMPIRE INSULATION COMPANY LLC</b> of BILLINGS, MT • DAVID TILZEY, WIND SIDING GUTTER GARAGE DOOR
22	<b>FIRETECH LLC</b> of GILLETTE, WY • KEEGAN O'BRIEN, SPRINKLER SYSTEMS
23	<b>G &amp; S DECORATING INC</b> of GILLETTE, WY • STEVE JELLUM, TRIM CARPENTRY PAINT FLOORING
24	<b>GARY'S WELDING INC</b> of GILLETTE, WY • GARY DARLOW, RESIDENTIAL CONTRACTOR
25	<b>GARY'S WELDING INC</b> of GILLETTE, WY • GARY DARLOW, MISCELLANEOUS
26	<b>HERNANDEZ SNOW REMOVAL</b> of GILLETTE, WY • JULIA HERNANDEZ, NONSTRUCTURAL CONCRETE
27	<b>ITC ELECTRICAL TECHNOLOGIES</b> of MILLS, WY • MICHAEL CARRUTH, ELECTRICAL

**FOR REVIEW CONTRACTOR LICENSE APPLICATIONS**

**MARCH 14, 2017**

28	<b>JAY'S CONCRETE CONSTRUCTION</b> of GILLETTE, WY • JAY SUCHOR, STRUCTURAL CONCRETE
29	<b>JIMCO SALES AND MANUFACTURING INC</b> of FT WORTH, TX • JAMES HENDRICKS, MISCELLANEOUS
30	<b>JOHN'S CUSTOM CARPET &amp; TILE</b> of GILLETTE, WY • JONATHAN EHREDT, MASONRY (VNR)
31	<b>JULIO C TEJEDA</b> of GILLETTE, WY • JULIO C TEJEDA, TRIM CARPENTRY PAINT FLOORING
32	<b>K &amp; K BUILDERS LLC</b> of SUNDANCE, WY • KIT DOORNINK, STRUCTURAL CONCRETE
33	<b>K &amp; K BUILDERS LLC</b> of SUNDANCE, WY • KIT DOORNINK, EXCAVATION & GRADING
34	<b>K &amp; K BUILDERS LLC</b> of SUNDANCE, WY • KIT DOORNINK, WATER & SEWER PIPELAYER
35	<b>LYNNRICH INC</b> of BILLINGS, MT • JOEY GODWIN, WIND SIDING GUTTER GARAGE DOOR
36	<b>MAGPIE DESIGNS</b> of GILLETTE, WY • TARA STONEKING, TRIM CARPENTRY PAINT FLOORING
37	<b>MASCON SERVICES</b> of GILLETTE, WY • MASON MASTELLER, EXCAVATION & GRADING
38	<b>MASCON SERVICES</b> of GILLETTE, WY • MASON MASTELLER, WATER & SEWER PIPELAYER
39	<b>MCCELLELLAN &amp; MACQUEEN INC</b> of WORLAND, WY • JERRY HARVARD, NONSTRUCTURAL CONCRETE
40	<b>MEHLHAFF CONSTRUCTION INC</b> of RAPID CITY, SD • JEFF MEHLHAFF, TRIM CARPENTRY PAINT FLOORING
41	<b>MONUMENT HOME BUILDERS INC</b> of CHEYENNE, WY • COLLIN KOSTELECKY, BUILDING CONTRACTOR
42	<b>MOORE INSULATION CO INC</b> of CHEYENNE, WY • KARL REDLICH, INSULATION
43	<b>MOUNTAIN PEAK BUILDERS LLC</b> of GILLETTE, WY • TREVOR SCHILLING, GENERAL CONTRACTOR
44	<b>MOUNTAIN PEAK BUILDERS LLC</b> of GILLETTE, WY • TREVOR SCHILLING, WATER & SEWER PIPELAYER
45	<b>PETRIE CONSTRUCTION LLC</b> of GILLETTE, WY • MARK PETRIE, RESIDENTIAL CONTRACTOR
46	<b>PHAZE ELECTRIC INC</b> of SPEARFISH, SD • DEAN HAUCK, ELECTRICAL
47	<b>POWDER RIVER HEATING &amp; AIR CONDITIONING</b> of GILLETTE, WY • JAYE DRAKE, GAS PIPEFITTER
48	<b>POWDER RIVER HEATING &amp; AIR CONDITIONING</b> of GILLETTE, WY • ARLYN MAGNUSON, MECHANICAL
49	<b>POWDER RIVER HEATING &amp; AIR CONDITIONING</b> of GILLETTE, WY • JAYE DRAKE, PLUMBING
50	<b>PRECISION PLUMBING &amp; HEATING INC</b> of BILLINGS, MT • MICHAEL KOCHMAN, PLUMBING
51	<b>RMS INSTRUMENT &amp; ELECTRIC LLC</b> of GILLETTE, WY • CHRIS ROHDE, SIGNAGE
52	<b>ROCKY MOUNTAIN EXTERIORS</b> of SHERIDAN, WY • RYAN LITTLE, WIND SIDING GUTTER GARAGE DOOR
53	<b>S &amp; S BUILDERS LLC</b> of GILLETTE, WY • JERRY BUTCHER, WATER & SEWER PIPELAYER
54	<b>S &amp; S BUILDERS LLC</b> of GILLETTE, WY • JERRY BUTCHER, GENERAL CONTRACTOR

**FOR REVIEW CONTRACTOR LICENSE APPLICATIONS**

**MARCH 14, 2017**

55	<b>S &amp; S BUILDERS LLC</b> of GILLETTE, WY • CORBY SHIELDS, GAS PIPEFITTER
56	<b>S &amp; S BUILDERS LLC</b> of GILLETTE, WY • CORBY SHIELDS, MECHANICAL
57	<b>S &amp; S BUILDERS LLC</b> of GILLETTE, WY • CORBY SHIELDS, PLUMBING
58	<b>SCOTT BROTHERS INC</b> of GILLETTE, WY • WESTON SCOTT, ELECTRICAL
59	<b>SCOTT SPALDING</b> of GILLETTE, WY • SCOTT SPALDING, TRIM CARPENTRY PAINT FLOORING
60	<b>SHANE ELECTRIC INC</b> of GILLETTE, WY • JERRY SHANE, ELECTRICAL
61	<b>SIGN BOSS LLC</b> of GILLETTE, WY • DANA MILLER, SIGNAGE
62	<b>SILVERLINE CONSTRUCTION LLC</b> of GILLETTE, WY • CODY IVERSON, STRUCTURAL CONCRETE
63	<b>SIOUX FALLS TOWER SPECIALISTS INC</b> of SIOUX FALLS, SD • CRAIG SNYDER, MISCELLANEOUS
64	<b>SLATTERY ENTERPRISES INC</b> of GILLETTE, WY • TIM SLATTERY, EXCAVATION & GRADING
65	<b>SLATTERY ENTERPRISES INC</b> of GILLETTE, WY • TIM SLATTERY, WATER & SEWER PIPELAYER
66	<b>STERLING ENTERPRISES LLC</b> of GREYBULL, WY • BRENT JOHNSTON, GENERAL ROOFING
67	<b>STEVE SHURTZ BUILDING INC</b> of GILLETTE, WY • STEVE SHURTZ, GENERAL CONTRACTOR
68	<b>TARGET SIGN CO INC</b> of GILLETTE, WY • KEN MUSSER, SIGNAGE
69	<b>TETRA TECH INC</b> of GOLDEN, CO • EDWARD MULLER, MISCELLANEOUS
70	<b>TIMBERLINE SERVICES INC</b> of SUNDANCE, WY • WADE HABECK, EXCAVATION & GRADING
71	<b>TIMBERLINE SERVICES INC</b> of SUNDANCE, WY • WADE HABECK, WATER & SEWER PIPELAYER
72	<b>TRANSLOGIC CORP</b> of DENVER, CO • TERRY LOFTUS, MISCELLANEOUS
73	<b>TUCKER ELECTRIC INC</b> of GILLETTE, WY • LOREN TUCKER, ELECTRICAL
74	<b>TUFF SHED INC</b> of DENVER, CO • TOM SAUREY, RESIDENTIAL CONTRACTOR
75	<b>WHITE KNIGHT PAINTING</b> of GILLETTE, WY • WILLIAM COLES, TRIM CARPENTRY PAINT FLOORING
76	<b>WIRES R US</b> of PIEDMONT, SD • DONAHUE WILLIAMSON, ELECTRICAL
77	<b>WYOMING DEMOLITION INC</b> of SHERIDAN, WY • RANDY WARNKE, EXCAVATION & GRADING

# Beyond the Coal Boom: Powder River Basin Residents Look to a Diversified Future

MAR 6 2017

POSTED IN: ... & THE WEST BLOG



*A coal train rumbles through central Gillette, Wyoming in February.* ALAN PROPP, BILL LANE CENTER FOR THE AMERICAN WEST

By **Alan Propp**

In the heart of the Powder River Basin — the wellspring of more than 40 percent of the coal mined in the United States — nearly every coffee shop and restaurant displays a poster that reads: “Stay Strong, Gillette.” This exhortation to a coal town on the skids is underscored by the image of a haul truck, one of the massive machines with 13-foot wheels that rumble 24/7 through a dozen nearby mines.

Gillette is, both literally and figuratively, built upon coal and related industries. Full mile-and-a-half-long coal trains inch through highway overpasses, winding

companies. Now, however, the trains are fewer and farther between, and their paths are dotted with signs reading “For sale” and “We’re moving!” Last March, miners’ worst fears came true when Peabody Energy and Arch Coal executives called workers in and, one by one, handed them envelopes with their weekly schedule — or a severance package.

The companies laid off more than 500 miners on March 31, 2016, a day that has become known as “Black Thursday.” The impact of subsequent bankruptcies of coal companies Arch, Peabody, and Alpha rippled through the community. By the end, Gillette — a town of around 32,00 people — had lost over 2,500 coal-related jobs, and no one knew when the bleeding would stop. The fear was palpable.

The nationwide decline of coal is testing the resilience of the Powder River Basin. Residents used to a thriving economy, a top-notch education system, and an excess of job opportunities are learning to live with less. They are wondering, too, if the economy of the area can be changed, so life is less of an economic roller coaster.

For some, the latest downturn is just part of the boom-and-bust life. For others, however, it represents a wake-up call that cannot be ignored if the character of the community is to persist. As Eric Trauger, a Gillette teacher, puts it: “Stay strong Gillette, sure; but also get smart, Gillette. We need to change.”

Coal is not the first mineral to buoy the fortunes of Gillette and Campbell County. For years, jobs and income poured in from cyclical oil plays. But the rise of cheap natural gas has meant a decline in oil and coal. The crash of both provides a sharp motivator for change. Toby Pierson, a miner at the Black Thunder mine, compares this newfound awareness to the new attitudes stemming from the change in Washington. “Now everybody’s sitting on the edge of their seats, wondering what’s going to happen next. Now we pay attention, because we’re not as safe as we used to be.”

Tax and economic reform in Wyoming often starts in the bust phase of the economic cycle but grinds to a halt as soon as a resource boom occurs. Phil Christopherson, the chief executive of Energy Capital Economic Development (a Gillette-based organization that attempts to drive economic diversification) believes that during bust times the state needs to set the foundation for future stability.

## **The Workings of a Powerhouse in Peril**



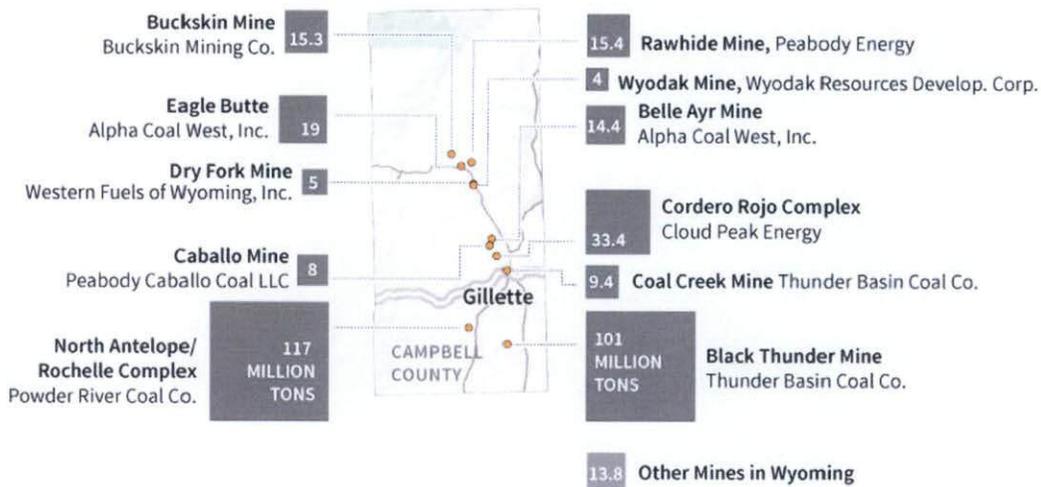
*A haul truck ascends from the open pit at the Eagle Butte Mine north of Gillette.* ALAN PROPP, BILL LANE CENTER FOR THE AMERICAN WEST

The scale of coal mining in the Powder River Basin is nearly unfathomable. Huge haul trucks are dwarfed by draglines that remove up to 500,000 pounds of overburden (surface material blocking access the coal) at once and dump it in areas of the pit that have already been excavated. Massive explosions echo off the walls of the mines, loosening the overburden and coal and making it easier for shovels to gouge out the coal and load it on haul trucks. The coal, once crushed in a machine called a hopper, is loaded onto mile-and-a-half long trains that transport it to power plants that generate electricity for more than 38 states. Much of it goes just across the border in South Dakota, but some ends up as far as Arkansas and Georgia. In a nation until recently addicted to coal as its primary electricity-producing resource, the Powder River Basin's 12 mines occupy a role of massive importance.

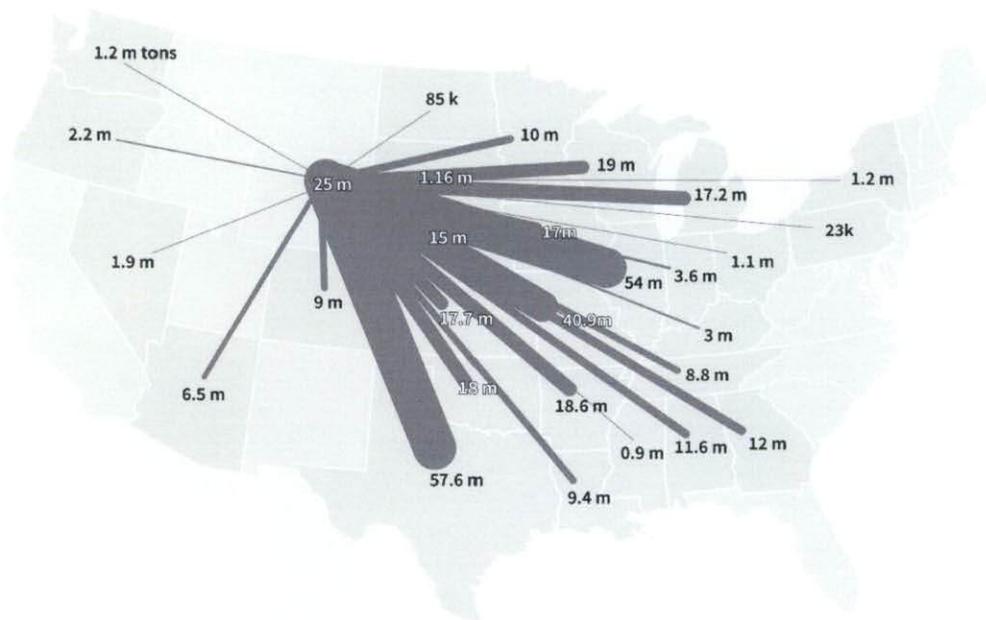
### **A National Powerhouse: Wyoming's Coal Country**

Buffeted by low resource prices in recent years, Wyoming's coal industry is retrenching – laying off workers, then rehiring some of them as independent contractors without benefits or job security. It's a steep decline for a longtime anchor of the economy of Campbell County in northeastern Wyoming. The countryside surrounding Gillette, Wyoming, is home to some of the largest coal mines in the United States, exporting low-sulfur coal to dozens of states. Below are some production figures for the coal industry just prior to the recent slowdown.

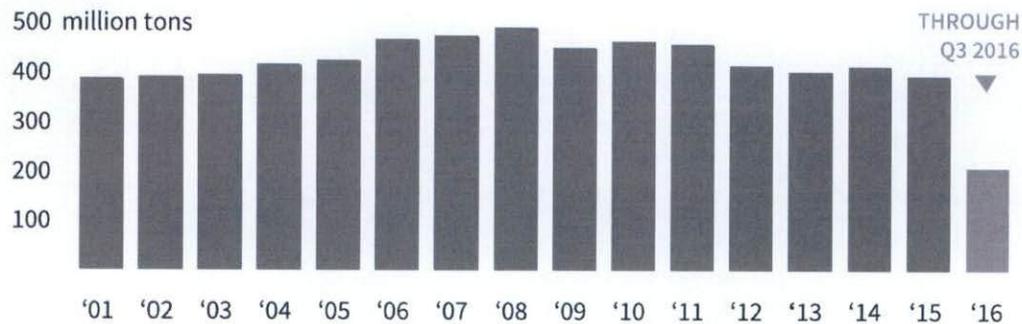
COAL PRODUCTION BY MINE IN CAMPBELL COUNTY, WYOMING, 2014



### DESTINATION STATES FOR COAL EXPORTS, 2014



### POWDER RIVER BASIN COAL PRODUCTION, 2001-2015



Sources: Energy Information Administration; Wyoming Mining Association; State Inspector of Mines of Wyoming; Wyoming State Geological Survey; Natural Earth Data GEOFF MCGHEE

The significance of the region’s coal production to the nation is not lost on its residents, who show a sense of pride when talking about their work. That pride, however, is now tinged with the anxiety that comes with the plummeting price of both coal and oil. This decline is driven by the confluence of many factors, primary among which are the cheap abundance of natural gas born of the introduction of horizontal fracturing technology, and more stringent environmental regulations on coal mining.

The Powder River Basin, and Wyoming as a whole, voted heavily pro-Trump; residents are cautiously hopeful that coal companies can halt the production decline when the coming administration eases environmental rules. Few are enamored with President Donald J. Trump himself, but they believe that lighter federal regulations and oversight will allow coal to compete, giving them a reprieve from their economic free fall. Many see coal as too important to the U.S. energy future to fully abandon, and they are relieved to have a president whose views align with theirs.

However, they know that market conditions do not bode well for the future of coal, particularly as natural gas costs trend downward. As Phil Dillinger, a Buffalo-based worker at the Eagle Butte Mine plant, bluntly states: “It’s not rocket science. Natural gas is going to continue to take a bigger slice of the [energy] pie.” According to the latest EIA data, coal and natural gas are nearly even in the percent of US power they produce (around 32 percent) — a dramatic shift from just a decade ago, when coal was around 50 percent and natural gas hovered closer to 20 percent (EIA).

The bust following a decade of coal boom has led to a sense of exhaustion with the boom-and-bust cycle and a dramatic shift in residents’ outlook for their economic futures. Many were drawn to the region by resource extraction booms in oil, uranium, bentonite, or coal, and have stayed for the community that they found. With expansive plains dotted by pronghorn, stretching from the Big Horn Mountains in the east to the Black Hills in the west, the Powder River Basin offers a stunningly beautiful landscape in which to raise a family, and residents have come together through a shared sense of purpose.

The coal boom nearly singlehandedly caused the population to spike from 17,600 in 1990 to nearly 30,000 in 2010. As Dillinger said, “Gillette was built by energy. It’s an energy city.” Stacy Moeller, a mine shovel operator at Caballo, similarly credits the Gillette’s success to coal, “our financial base for two decades.” While the cost of this prosperity is the mines that scar the landscape near Gillette, citizens take pride in the post-mining land reclamation process, which returns the land to its original image. They speak with pride of the flourishing ecology of reclaimed land, the lack of invasive species, and the removal of any indication that coal was ever extracted there.



*Stacy Moeller, a mine shovel operator at the Caballo mine, in Gillette.* ALAN PROPP, BILL LANE CENTER FOR THE AMERICAN WEST

The selfsame connection to coal that drove Gillette’s rise, however, precipitated the town’s steep fall since coal’s peak in 2007. Norman Grams, a museum docent who has witnessed Gillette’s flourishing over his 68 years in the town, admits that it is the first time that everything is down. The coincidence of low coal and oil prices means few economic options are left, and the loss of income means a loss of the underpinning of basic institutions.



ALAN PROPP, BILL LANE CENTER FOR THE AMERICAN WEST

The education system (a large source of state pride) is among the state’s first victims. This loss that hurts keenly, economic planners say, since future generations will inevitably require a strong education more than ever. Extractive industries boosted the Wyoming education system’s quality, propelling it to among top five states in the nation in per-student spending. However, the state now faces massive budget cuts; state legislation will likely

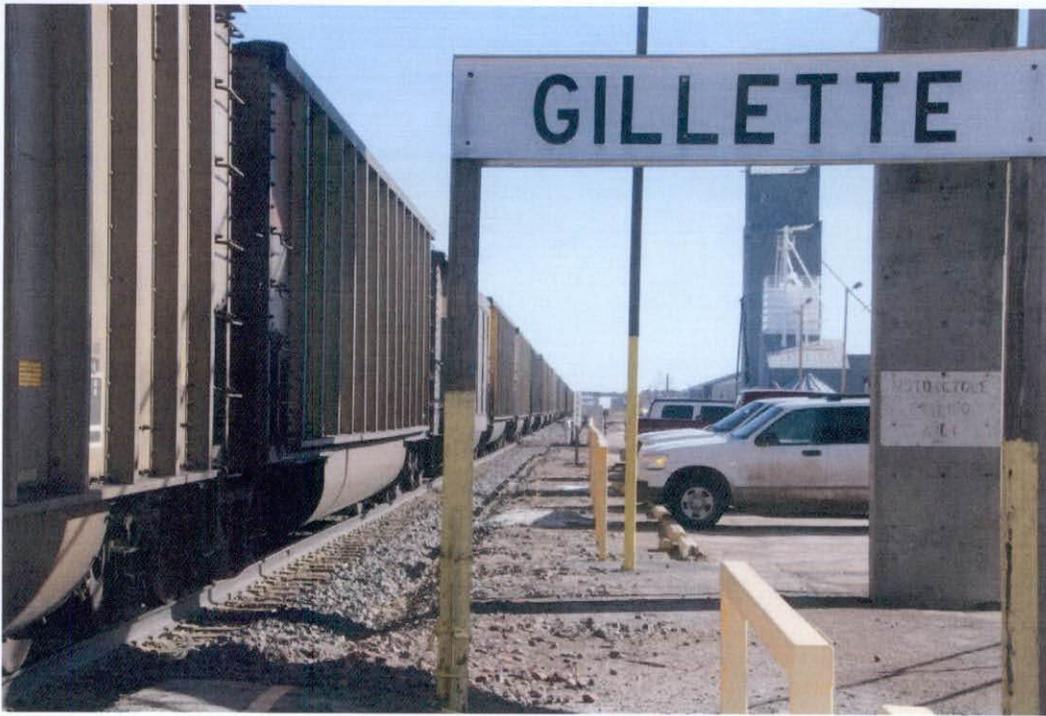
“We’re down about 500 kids in Campbell County alone,” says Jenny Mashak, a Gillette teacher. “Statewide we’ve lost about 1000.” Teachers, as much as anyone in the region, are learning to do more with less: picking up extra hours for less pay and fewer students. These cuts hurt particularly because education will be critical to the region’s future should coal (and other resource extractive industries) continue to decline. As new jobs require more technical training, the school and university network in the state will become increasingly important.

Kacee Hardy, another local teacher, outlines the historical trend: “We have so many kids who are like ‘I don’t need school, I’ll just drop out, I don’t need my diploma.’” New industries, however, will more likely require more technical skills and higher education degrees, leading Trauger to believe: “To me, education is the key to downturn-proofing Gillette.”

For Mike Johnson, the mayor of nearby town Buffalo, “Diversification is going to be huge to avoid these peaks and valleys.” Local governments are coordinating to attract more data, tech jobs, and light manufacturing to Buffalo and nearby cities as part of a larger statewide program. As Phil Dillinger said, “change happens. Why not be proactive instead of reactive?”

For some, the interest in diversification is a long time in coming. Phil Christopherson has for years tried to attract new industries to the Powder River Basin. One solution, he believes, is to use the natural resources here, not send them East. “Let’s take what we have — minerals — and instead of just shipping them out, let’s build something with the raw materials we have and then ship that finished good out,” he said. Coal can be made into activated carbon (a key ingredient in air and water filtration) carbon fiber (an extremely strong, light metal), and char for agriculture. Now he and others must draw attention to the different possibilities beckoning in a region with plentiful natural resources and a labor force surplus.

### **Choosing to Hang On, Hoping to Change, or Both**



ALAN PROPP, BILL LANE CENTER FOR THE AMERICAN WEST

Many of the laid off workers have been re-hired on a temporary basis, taking pay cuts and the loss of benefits in order to retain employment. Nate Hardy, a miner at Rawhide, sees it as an inconvenient necessity for workers. "I'd have a lot of animosity about coming back to the company that got rid of me, but you do what you gotta do. You gotta make a paycheck," he tells me. "It's desperation."

A major result of the turmoil has been the erosion of trust in coal companies' commitment their employees' interests. It is an industry whose workers' attitudes are all about their own bottom lines. Pride in being a part of coal's world has faded.

They know there are other opportunities beyond coal, and they want to find them. "We're bright diverse people, and we're not opposed to change," says Stacy Moeller. "It's just those jobs aren't here yet."

The truth, for many, is simple: the community that they so value needs to evolve. Phil Dillinger, who has worked in coal for over 15 years and raised a family in Buffalo, has a jaded perspective, thanks to his disappointment in the attitude coal executives' have shown their workers. Settling into his couch after a 12-hour night shift in freezing conditions, he joked that each day he promises himself he will retire after just one more shift. After a long discussion about the trajectory of coal in the region, he leaned forward and summed up its future, emphasizing each word with clipped hand gestures. "We are now facing a new Powder River Basin."