



CITY OF GILLETTE

Development Services
Planning Division

201 E. 5th Street • Gillette, Wyoming 82716
Phone 307.686.5281
www.gillettewy.gov

Commercial Site Plan

This application is for a commercial site plan review and the accompanying checklist is to be used by the applicant to ensure the application is correct and complete upon submittal. All supporting documentation is required at the time of submittal.

Please complete the application and address all items. If something is not applicable, check the N/A box and include any necessary explanation on a separate sheet. This checklist is required with the submittal. The checklist serves only as a guide and the details of the requirements are contained within the City of Gillette Zoning Ordinance, Design Standards, and other city regulations. The commercial site plan shall be completed and approved by city staff prior to issuance of a building and zoning permit. Please submit all checklist items directly to the Planning Division. Incomplete applications will not be processed and will be returned to the applicant.

All applications are required to be submitted through the city's ePlans system. Please submit all supplemental information along with one (1) 11"x17" paper copy of the site plan to the Planning Division prior to the submittal deadline. After submittal, you will receive an email inviting you to upload the site plan into ePlans.

A commercial site plan application expires 180 days from the time it was received by the Planning Division.

Should you have questions, please contact the Planning Division at (307) 686-5281.

Commercial Site Plan Application:

Proposed project description and specific use(s): _____

Existing zoning of the property: _____

Total square footage of new structure/ or addition: _____

Number of parking spaces: _____

Method of parking spaces calculation _____

Owner:

Name _____

Address _____

City _____ State _____ Zip _____

Phone number _____

Email address _____

Agent:

Name _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone number _____

Email address _____

Engineer:

Name _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone number _____

Email address _____

Surveyor:

Name _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone number _____

Email address _____

Commercial Site Plan Checklist:

1. Site Plan Requirements

INCLUDED N/A

- a. Name of the project
- b. Show all drainage areas and how it will be accommodated
- c. Landscape plan, according to Ordinance on separate sheet (including [Landscape Calculations Worksheet](#), [Maintenance Agreement](#) and [Installation Agreement](#))
- d. Access to property (show all entrances/exits clearly)
- e. Owner/developer, agent, and engineering/surveying firm information (contact information)
- f. Indicate property boundary with dimensions
- g. North arrow, scale (no smaller than 1" equals 50 ft.)
- h. Required certifications
- i. Date of preparation
- j. Legend and summary table
- k. Vicinity map (min. 200 ft. around the area at 1" equals 500 ft.)
- l. Legal description of property
- m. Show all dedicated rights-of-way and easements
- n. Floodplain areas (if applicable)
- o. Significant natural features or hazards
- p. Any existing wells (water, methane, or oil)
- q. Show building size and setbacks with dimensions
- r. Show sidewalks (both proposed and existing)
- s. Show proposed and existing parking spaces, handicapped spaces, and dimensions of all spaces and drive aisles

Site Plan Requirements (Continued)

INCLUDED N/A

- t. Show elevations at curb and structure and indicate type of curb
- u. Location of all curb cuts and loading areas
- v. Indicate locations and sizes of existing and proposed water and sewer services (a Permit to Construct from the Engineering Division may be required)
- w. Indicate locations of electrical transformers. Show voltage and service size and all existing and proposed electrical lines
- x. Indicate location of refuse storage and pick-up
- y. Location of all existing and proposed fire hydrants and distance to proposed structure
- z. Show location and size of signage (separate permit required)
- aa. Show location of fencing and retaining walls (separate permit)
- bb. Show the type of surface (paving, gravel, grass, etc.)
- cc. Use group(s) as defined by the current International Building Code
- dd. Indicate first floor elevation based on the City of Gillette's Vertical Control Network. Existing and proposed contours shall be shown. Show minimum of 2' intervals or less
- ee. Show total square footage of the lot, structure(s), parking and driveway area, pedestrian walks, and open spa
- ff. Fonts large enough to be readable, show solid lines for lot boundaries, dashed lines and labeling for easements, and shading for paved areas that does not interfere with other labeling
- gg. Demolition of existing buildings (separate permit)

2. Other Required Supplemental Information

INCLUDED N/A

- a. Total amount of commercial site plan review fee - \$340.00
- b. One (1) paper copy of the site plan 11” x 17” in size. Site plan shall be prepared by a licensed Wyoming engineer, surveyor, or architect
- c. Drainage Report
- d. Copies of any necessary off-site easements
- e. Site Plan uploaded into ePlans (after initial submittal)
- f. Required Engineering Division supporting materials as required by the current City of Gillette Design Standards
- g. Plat uploaded into ePlans (after initial submittal)
- h. Landscape Plan uploaded to ePlans (after initial submittal)

3. Other Required Supplemental Items – Submit Prior to Building Permit

INCLUDED N/A

- a. [Wastewater Industrial/Commercial Discharge Application](#) (aka Wastewater Survey)

This form has been completed under my supervision, and the commercial site plan submittal is complete in conformance with the City of Gillette Subdivision Regulations and Design Standards. I understand that an incomplete submittal cannot be reviewed.

Signature of Applicant or Agent

Date

LANDSCAPE CALCULATIONS EXAMPLE:

AREA CALCULATED	MINIMUM REQUIREMENTS	CALCULATIONS	PROPOSED
STREET LANDSCAPE BORDER	<p>Which ever is smaller 10'or10% of lot depth, Formula; (Required area)/500 = number of plants required for area 1 deciduous tree and 5 shrubs (Required area)/500 = (number of trees required for area) X 5 = number of shrubs required for area 1 deciduous tree and 1 evergreen tree (Required area)/500 = (number of trees required for area)/2 = number of deciduous and evergreen trees required for area 1.5 deciduous tree for every 500 square feet of required area (Required area)/500 X 1.5 = number of trees required for area Section 14</p>	<p>2915 SF/500 = 6 Trees and 30 Shrubs</p>	<p>15 Trees and 36 Shrubs</p>
STREET YARD	<p>25% of first 100.00'of street yard Formula; 1 deciduous tree and 5 shrubs (Required area)/1,000 = (number of trees required for area) X 5 = number of shrubs required for area 1 deciduous tree and 1 evergreen tree (Required area)/1,000 = (number of trees required for area)/2 = number of deciduous and evergreen trees required for area 1.5 deciduous tree for every 1,000 square feet of required area (Required area)/1,000 X 1.5 = number of trees required for area Section 14</p>	<p>25,843 x .25 = 6460/1000 = 7 Trees and 35 Shrubs, 6 Trees and 30 Shrubs Credited from Street Landscape Border</p>	<p>1 Tree and 5 Shrubs</p>
PUBLIC ARTERIAL	<p>1 Tree for every 50 linear feet. (L.F.)/50 = Total Number of trees needed At least 50% of all trees planted must be deciduous. Section 14</p>	<p>288 LF/50 = 6 Trees 6 Trees Credited from Street Landscape Border</p>	<p>N/A</p>
PARKING FACILITY LANDSCAPING	<p>10 Foot buffer along street property line. Requirements/Formula 1 deciduous tree and 5 shrubs (Required area)/500 = (number of trees required for area) X 5 = number of shrubs required for area 1 deciduous tree and 1 evergreen tree (Required area)/500 = (number of trees required for area)/2 = number of deciduous and evergreen trees required for area 1.5 deciduous tree for every 500 square feet of required area (Required area)/500 X 1.5 = number of trees required for area Section 14</p>	<p>N/A</p>	
PARKING INTERIOR LANDSCAPING	<p>5% of Parking Area (S.F. parking area)X.05=Total area that needs to be landscaped. Tree requirement:1 deciduous tree for every 20 spaces Section 14</p>	<p>102,852 X .05 = 5,143 SF 57 SPACES/20 = 3 Trees</p>	<p>5,143 SF of Parking Interior is landscaped. 6 Trees</p>
BUFFER YARD	<p>See Table- 14.3, 1 deciduous tree and 2 evergreen trees for every 1,000 square feet of required area. Section 14</p>	<p>N/A</p>	<p>N/A</p>
TOTAL		<p>10 Trees 35 Shrubs</p>	<p>21 Trees and 47 Shrubs</p>

Landscaping Maintenance Agreement

Agreement relating to the maintenance of landscaping improvements in the _____ development.

THIS AGREEMENT, entered into as of this _____ day of _____, 20____, by and between the CITY OF GILLETTE, WYOMING, (hereinafter called CITY), and _____, (hereinafter called DEVELOPER).

WITNESSETH:

- 1) That the DEVELOPER has installed and the CITY has approved the installation of the required landscaping improvements for a Commercial Development Project described as _____, (hereinafter called PROJECT); and
- 2) That the DEVELOPER of any development that requires the approval of a landscape plan shall submit surety by performance bond, certificate of deposit, letter of credit, or other security approved in writing by the City Attorney satisfactory to the City in the amount of 100% of the value of a bona fide contract to purchase and replace all of the living plant materials required for landscaping. Such contract shall be submitted to the City along with the financial security at the time of the application for the Certificate of Occupancy, and shall be reviewed and approved by the Parks Manager; and
- 3) That the financial security shall remain in force for a period of thirty-six (36) months from the date of completion of the landscape installation by the DEVELOPER. The financial security shall be released if, at the end of the thirty- six (36) months, the City finds that all required landscaping is properly installed, maintained, and living; and
- 4) That the DEVELOPER grants the CITY permission to enter upon the PROJECT site to cause the installation, replacement, or maintenance of any of the required landscaping that has not been properly installed or maintained by the DEVELOPER during the effective period of the financial security; and shall use the proceeds of the financial security to pay for such installation, replacement, or maintenance.
- 6) That the DEVELOPER has furnished to the CITY a guarantee of the proper maintenance of the living plant materials in the following form: performance bond,

certificate of deposit, an Irrevocable Letter of Credit, in the amount of _____ (\$_____).

That the expiration date of the guarantee is not less than thirty-six (36) months after the completion of the installation of landscape improvements by the DEVELOPER. Other types of Financial Guarantees approved by the City Attorney may be provided in-lieu of the guarantees mentioned above.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. All landscaping improvements designated on Addendum "A" to this AGREEMENT, attached hereto and incorporated herein by this reference, and being a list of the living plant material and replacement costs, as approved by the Parks Manager t, shall be maintained by the DEVELOPER, according to plans and specifications prepared by _____, and submitted and approved by the Parks Manager and/or City of Gillette Parks and Beautification Board.
2. All living plant material designated on Addendum "A" shall be maintained by the DEVELOPER for thirty-six (36) months from the completion of the installation of landscape improvements by the DEVELOPER. The end date of the maintenance period shall be _____.
3. The Parks Manager shall periodically inspect the condition of the living plant material during the thirty-six (36) month maintenance period to determine if the plant material is in compliance with the installation specifications.
4. The Parks Manager shall notify the DEVELOPER in writing if any of the living plant material fails an inspection and shall allow the DEVELOPER a reasonable period of time to replace defective material. The DEVELOPER shall notify the Parks Manager when the corrective action has been taken and schedule a follow-up inspection to determine if the replacement material meets specifications. Should the DEVELOPER not replace the defective material in the timeframe stipulated by the deficiency notice, the City will cause for the installation, replacement, or maintenance of any of the landscaping identified in the deficiency notice and shall use the proceeds of the financial security to pay for such installation, replacement, or maintenance. In the event the amount of the financial guarantee is not sufficient to complete the improvements as designated in Addendum "A" to the approval of the Parks Manager, then the DEVELOPER shall be liable for any such insufficiency. In the event the CITY does bring legal action to enforce such liability, then it shall be entitled to all its costs of suit and reasonable attorney fees. The liability of the institution issuing an Irrevocable Letter of Credit shall not exceed the face amount thereof.

DEVELOPER:

DEVELOPER NAME
Notary Required

TITLE

STATE OF WYOMING)
) ss.
County of Campbell)

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

Witness my hand and official seal.

Notary Public

My Commission Expires:

ADDENDUM "A"

Summary and Engineer's Estimate of Costs of Living Plant Material for the
_____ Development, as approved by the City Parks Manager.

IMPROVEMENTS	ESTIMATED COSTS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PREPARED BY: _____ Date

APPROVED BY: _____ Date
Parks Manager

Landscaping Installation Agreement

AGREEMENT relating to the completion of LANDSCAPING IMPROVEMENTS in the _____ development.

THIS AGREEMENT, entered into as of this _____ day of _____, 20____, by and between the CITY OF GILLETTE, WYOMING, (hereinafter called CITY), and _____, (hereinafter called DEVELOPER).

WITNESSETH:

- 1) That the DEVELOPER has submitted to the CITY for approval, an application for a Commercial Development Project described as _____, (hereinafter called PROJECT); and
- 2) That certain landscaping improvements are required by the City of Gillette Zoning Ordinance, (hereinafter called REGULATIONS), to be installed by the DEVELOPER; and
- 3) That the DEVELOPER is required by the REGULATIONS to install or guarantee the installation of all required landscaping improvements, according to plans and specifications submitted for approval by the City Parks Manager or the City of Gillette Parks and Beautification Board, prior to the issuance of a Building Permit; and
- 4) That a Certificate of Occupancy may not be issued until the installation of the landscaping improvements have been guaranteed financially by the DEVELOPER; and
- 5) That the amount of the guarantee is based on a bona fide contract to install the landscaping and is an amount not less than one hundred fifty percent (150%) of the estimated cost of all required landscape improvements to be installed and approved; and
- 6) That the DEVELOPER has furnished to the CITY a guarantee of the proper installation of landscape improvements in the following form: performance bond, certificate of deposit, an Irrevocable Letter of Credit, in the amount of _____ (\$ _____). That the expiration date of the guarantee is not less than twelve (12) months after the effective date of the Certificate of Occupancy, as specified herein. Other types of Financial Guarantees approved by the City Attorney may be provided in-lieu of the guarantees mentioned above.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. All landscaping improvements designated on Addendum "A" to this AGREEMENT, attached hereto and incorporated herein by this reference, and being a list of the required landscaping improvements and construction costs, as approved by the Parks Manager, shall be constructed and completed by the DEVELOPER, according to plans and specifications prepared by _____, and submitted and approved by the Parks Manager and/or City of Gillette Parks and Beautification Board.
2. All landscaping improvements designated on Addendum "A" shall be installed, constructed and completed by the DEVELOPER within twelve (12) months from the effective date of the Certificate of Occupancy. The completion date shall be _____. All construction shall be performed in a good and workmanlike manner, in accordance with applicable City, County and State standards, rules and regulations governing such construction.
3. The DEVELOPER shall inform the Parks Manager at least once a month as to the progress of construction, shall give written notice to the Parks Manager of completion of the landscaping improvements or categories thereof and shall cooperate in the reasonable inspection of the improvements by the Parks Manager.
4. Within five (5) business days after receipt of the above notice of completion, the Parks Manager shall inspect the landscaping improvements to which notice of completion applies, and within five (5) business days after receipt, give the DEVELOPER either written notice of approval or denial and corrective action required. Upon completion of any required corrective action, notice, inspection and approval or denial shall be required in like manner as cited above. Upon receipt of a notice of approval by the Parks Manager, the DEVELOPER shall provide the CITY with a MAINTENANCE AGREEMENT, assuring the satisfactory performance of the landscaping improvements for a period of not less than three (3) years from the date of the approval of the installation.
5. The estimated cost of constructing the landscaping improvements is agreed to be that set forth on Addendum "A". The financial guarantee in the amount of _____ (\$ _____) is to guarantee that the funds are available for the completion of all landscaping improvements described in Addendum "A". Upon completion of all landscaping improvements, approval of the landscaping improvements by the Parks Manager, receipt by the City of the required Maintenance Agreement and financial guarantee, this AGREEMENT shall become null and void and of no force and effect, in which event the financial guarantee for the installation of the landscape improvements shall be returned to the DEVELOPER. If the improvements are not completed and approved on or before the end of the AGREEMENT period, then the CITY shall obtain funds from the financial guarantee to complete the described improvements and to recover the cost thereof, including

DEVELOPER:

DEVELOPER NAME

TITLE

Notary Required

STATE OF WYOMING)

) ss.

County of Campbell)

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

Witness my hand and official seal.

Notary Public

My Commission Expires:

