



CITY COUNCIL AGENDA
COUNCIL CHAMBERS, 201 E 5TH ST.
CITY OF GILLETTE
Tuesday, July 16, 2024
6:00 PM

- A. Call to Order.**
- B. Invocation and Pledge of Allegiance.**
 - 1. Invocation and Pledge of Allegiance.**
- C. Approval of General Agenda.**
- D. Approval of Consent Agenda.**

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a member of Council so requests, in which case, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

- 1. Minutes**

- a. Regular Meeting Minutes - July 2, 2024**
Special Meeting Minutes - July 11, 2024

- 2. Other - Consent**

- 3. Ordinance 3rd Reading - Consent**

- a. An Ordinance Approving and Authorizing the Partial Vacation of a 10-foot-wide General Utility Easement on Lot 9B, Block 4, of the Sunburst Subdivision IV; to the City of Gillette, Wyoming, Subject to all Planning Requirements (Planning Commission Vote: 4/0).**

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

- 4. Ordinance 2nd Reading - Consent**

- 5. Bills and Claims**

- a. Bills and Claims**

Staff Reference: Michelle Henderson, Finance Director

- E. Approval of Conflict Claims.**

- 1. Appointments**

- a. Council Consideration of a Part-Time Municipal Judge Employment Agreement Between the City of Gillette, Wyoming, and Alison O. Gee.**

Staff Reference: Sean Brown, City Attorney

- b. Council Consideration of a Part-Time Municipal Judge Employment Agreement Between the City of Gillette, Wyoming, and Christopher R. Ringer.**

Staff Reference: Sean Brown, City Attorney

- c. Appointment of Alison O. Gee and Christopher R. Ringer as Municipal Judges for the Remainder of 2024. (Followed by the Swearing-In Ceremony by Judge Paul Phillips)**

F. Comments.

1. Council
2. Liaison Reports
3. Written
4. Other - Comments

G. Unfinished Business.

1. Ordinance 2nd Reading.
2. Ordinance 3rd Reading.
3. Other.

H. New Business.

1. Presentations
2. Minute Action

- a. **Council Consideration to Approve a Pre-Annexation Agreement Between the City of Gillette and Doug Hochhalter for Property Located at 517 E Sinclair Street.**

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

- b. **Council Consideration to Approve the Pre-Annexation Agreement between the City of Gillette and Miles Fortner for Property Located at 6775 S. Douglas Hwy (Parcel No. 49720000124200).**

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

- c. **Council Consideration to Enter into an Advance Agreement Between the City of Gillette and North Park Transportation Co, Inc. for 700 Axel's Avenue. (Planning Commission Vote: 5/0)**

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

- d. **Council Consideration to Enter into an Advance Agreement Between the City of Gillette and Robert Ostlund for 2500 E Hwy 14-16. (Planning Commission Vote: 5/0)**

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

- e. **Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the 640 N Hwy 14-16 Sewer Improvements, with Morrison-Maierle, Inc, in the Amount of \$70,400.00 (1% Project).**

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

- f. **Council Consideration to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 2800 Elder Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.**

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

- g. **Council Consideration to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 900 W 2nd Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.**

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

- h. **Council Consideration to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 1970 E Sinclair Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.**

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

- i. **Council Consideration to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 1501 Cressett Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.**

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

- j. **Council Consideration to Approve of a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 1505 Cressett Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.**
Staff Reference: **MAP** - Ry Muzzarelli, P.E., Development Services Director
- k. **Council Consideration of a Bid Award for the GRWSP Phase IV Fox Ridge Regional Connection Project to Dan Hart Patrol, in the amount of \$957,244.40.**
Staff Reference: **MAP** - Ry Muzzarelli, P.E., Development Services Director
- l. **Council Consideration for the Acceptance of Public Improvements for the Material Storage Building Replacement Project, Installed by S&S Builders, LLC, in the Amount of \$1,044,878.98.**
Staff Reference: **VIDEO** - Ry Muzzarelli, P.E., Development Services Director
- m. **Council Consideration of Work Authorization for the 30-inch Madison Transmission Condition Assessment Project for Testing and Inspection Services, to Garney Companies, Inc, in the amount of \$1,591,668.75.**
Staff Reference: **MAP** - Ry Muzzarelli, P.E., Development Services Director
- n. **Council Consideration of Amendment No. 1 to the Contract with the Wyoming Department of Health, Public Health Division to Sample Untreated Wastewater to Facilitate Wide-Scale Epidemiological Surveillance of Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-COV-2) or Bacteria or Viruses of Concern.**
Staff Reference: Joff Pilon, P.E., Utilities Director
- o. **Council Consideration to Authorize the Mayor to Sign the Telecommunications Raceway Lease Agreement Between the City of Gillette and the Campbell County Public Land Board.**
Staff Reference: Joff J. Pilon, P.E., Utilities Director
Sean Brown, City Attorney
- p. **Council Acceptance of a Donated Sign to Replace the Existing Sign at Rotary Point in Dalbey Park provided by the Gillette Rotary Club.**
Staff Reference: Michael H. Cole, City Administrator

3. Ordinance 1st Reading.

I. Public Hearings and Considerations

J. Public Comment

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

K. Administrator's Report

L. Executive Session

M. Adjournment

City Council Meeting Comment Form

MAYOR

Shay Lundvall

COUNCIL MEMBERS BY WARDS

WARD 1

Tricia Simonson
Jim West

WARD 2

Billy Montgomery
Timothy Carsrud

www.gillettewy.gov

WARD 3

Heidi Gross
Nathan McLeland





CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Invocation and Pledge of Allegiance.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Regular Meeting Minutes - July 2, 2024

Special Meeting Minutes - July 11, 2024

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

☐ [Regular Meeting Minutes 07.02.2024](#)

☐ [Special Meeting Minutes 07.11.2024](#)

A regular meeting of the City Council was held on Tuesday the 2nd day of July 2024, in the City Hall Council Chambers.

Present were Councilmembers Simonson, McLeland, Gross, Montgomery, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Directors Deaton, Pilon, Toscana, and Wilde; Streets Manager Ostlund; Senior Administrative Assistant Anderson; Administrative Assistant Holzer; City Clerk Allen.

Invocation and Pledge of Allegiance

The Invocation and Pledge of Allegiance was led by Pastor Mark Mitchell of Crosspointe Church.

Approval of General Agenda

Councilmember West made a motion to approve the General Agenda; seconded by Councilmember Montgomery. All voted aye. The motion carried.

Approval of Consent Agenda

Minutes

Regular Meeting Minutes – June 18, 2024

Executive Session Minutes - June 27, 2024

Bills and Claims

Advance Auto Parts, 57.93; Agosto Holdings, LLC, 448.11; Alan Stuber, 197.02; AlSCO, 1,155.13; Altec Industries Inc, 11,557.54; Anixter Power Solutions, 3,815.55; Anixter Power Solutions, 116,977.06; Anna Vahlkamp Madrid, 500.00; Antelope Valley Improvement & Service District, 7.50; April Shippy, 20.00; Atlas Office Products, 1,313.39; Austin Baumberger, 30.99; Austin Kercher, 21.00; Avi Systems Inc, 940.00; B & H Photo Video Pro-Audio, 1,959.60; Baker Hughes, A Ge Company, LLC, 791.00; Barco Municipal Products, Inc, 888.00; Ben Hoang, 105.81; Best Best & Krieger LLP, 4,841.00; Big Horn Tire Inc, 65.00; Bighorn Hydraulics Inc, 338.14; BJ Nelson/Nelson Auto Glass, 505.15; Black Hills Energy, 5,100.27; Black Hills Power & Light, 176,813.60; Black Hills Power & Light, 340,658.61; Black Hills Power & Light, 210,040.11; Black Hills Power & Light, 6,891.35; Black Hills Wyoming LLC, 155,806.75; Black Hills Wyoming LLC, 269,612.61; Blue Cross Blue Shield Of Wyoming, 94,625.90; Blue Cross Blue Shield Of Wyoming, 66,015.82; Bomgaars Supply, 32.99; Border States Electric, 9,112.70; Border States Electric, 1,703.79; Brendan Trujillo, 228.41; Brent Wasson, 77.93; Brett Nassat, 171.95; Burns And McDonnell Corporation, 31,524.91; Campbell County Weed And Pest, 9,766.22; Canyon Systems Inc, 246.74; Carissa Riley, 211.74; CBH Co-Op, 240.00; Central Truck & Diesel Inc, 190.61; CenturyLink, 131.07; Chance Quarterman, 171.27; Christine Winterholler, 100.38; Cody Geeting, 30.99; Collins Communications Inc, 710.00; Conner Courtney, 104.31; Coulter West, 210.00; Cox, Erik, 140.48; Craig Furman, 75.00; Crestview Improvement & Service District, 7.50; Crum Electric Supply Company, 24,684.22; Cues Inc, 3,466.85; Curalinc, LLC, 1,150.20; Dakota Playground, Inc, 964.00; Dan Stroup, 679.99; David Strickland, 88.11; Davidson, Mandi, 76.62; Dean Welch, 196.69; Delta Dental Of Wyoming, 33,412.52; Department Of Energy, 59,397.03; Dictationstore.Com, 14,980.00; DRM Inc, 4,559.50; Earthchannel Communications Inc, 9,995.00; Employment Testing Center Of Wyoming, 500.00; Energy Laboratories Inc, 4,636.50; Eric Small, 500.00; Fastenal Company, 16.47; FedEx, 34.73; Ferguson Enterprises, Inc #1116, 606.00; First Class Auto, 7,321.53; First Interstate Bank Of Montana, 125.00; Flagshooter LLC, 1,053.13; G And G Landscaping Inc, 51,517.00; Gallagher Benefit Services, Inc, 140.00; Gametime, 178.68; Ganete Solutions, Inc., 4,228.00; Gillette Contractors Supply Inc, 37,740.12; Gillette Steel Center, 2,316.00; Green Earth Supply, 573.85; Greg's Welding Corporation, 727.28; Grossenburg Implement Incorporated, 1.96; Harley Souder, 28.00; Hawkins Inc, 2,552.70; HDR Engineering Inc, 41,386.65; Heidi Gross, 534.46; Heritage Bank, 12,269.47; High Glass Window Cleaners Inc, 305.00; Homax Oil, 1,848.70; Hub International Mountain States Limited, 100.00; Jack's Truck Center Inc, 837.50; Jason Marcus, 500.00; Jay Johnson, 250.00; Jeremiah Wagner, 149.98; Joe Johnson Equipment, LLC, 1,286.84; Joe Schoen, 42.51; Joseph Aten, 240.42; Julianne Witham, 39.80; Kara Webster, 186.88; Kay Park Rec, 1,173.00; Kois Brothers Equipment Company, 1,206.65; Kreative Enterprises LLC, 102.94; Kris Hunter, 133.43; Ladonna Hatch, 150.00; Line Finders, LLC, 14,332.50; Liz Thrailkill, 250.00; Lueras, Jayson, 151.92; Maleah Cope, 990.00; Manpower Us Inc, 180.64; MCM General Contractors, 620.00; Messner, Wade, 116.78; Michael Brastup, 60.35; Michael Cole, 35.89; Micheal Woods, 356.44; Mii Life Insurance, Incorporated, 2,815.47; Mii Life Insurance, Incorporated, 2,852.10; Mii Life Insurance, Incorporated, 240.50; Newman Signs Inc, 609.99; Norco Inc, 1,147.88; Norco Inc, 455.42; One Call Of Wyoming Corp, 384.00; Online Utility Exchange, 326.00; Optum Health Financial Services, 343.75; Overhead Door Co Of Gillette, 13,860.00; Paintbrush Sewer & Drain, 907.50; PCA Engineering Inc, 1,336.25; Plant Shack, 574.90; Postal Pros Southwest Inc, 6,181.94; Powder River Construction, 6,681.69; Powder River Energy Corporation, 2,347.17; Powder River Heating &

Conditioning Corporation, 5,371.39; Promac Systems Inc, 109.28; Prospect Construction Inc., 233,120.03; Purvis Industries, LLC, 265.52; Pvs Dx Inc, 7,955.13; Ralph Valdez, 150.00; Record Supply Inc Napa, 2,090.88; Regulatory Compliance Services Inc, 395.00; Rocked Co LLC, 325.00; Russell & Mills Studios, 5,435.00; Ryan Mussell, 500.00; S & S Builders, 0.01; Safety-Kleen Systems Inc, 194.55; Sammy Old Elk, 100.00; Scott Brothers Inc, 800.00; Service Lighting And Electrical Supplies, 213.23; Shay Lundvall, 331.34; Shi International Corp, 710.93; Simon Contractors, 6,996.99; Spencer Fluid Power, 437.97; Starby, Levi, 137.94; State Of Wyoming, 177.42; Sterling Infosystems, Inc, 1,143.89; Steve Wageman, 48.46; Stuart C. Irby Co, 610.00; Stuart C. Irby Co, 3,049.97; Tanner Clemens, 500.00; Terry Sjolin, 1,125.00; That Embroidery Place, 1,753.46; Thomas Prather, 162.95; Thomson West, 421.91; Thunder Basin Ford LLC, 4,498.03; Tri State Truck & Equipment, Inc, 1,934.86; UMB Bank, 90,306.81; United Central Industrial Supply Co, 469.50; Universal Athletic LLC, 383.29; Vandom, Jeramy, 155.46; Weisheimer Law, LLC, 2,000.00; Wesco Receivables Corp, 1,296.50; Western Stationers, 100.08; White's Frontier Motors, 393.62; Wyodak Resources Development Corp, 173,997.52; Wyoming Water Solutions, 49.00; Wyostar, 264.38; Wyostar, 3,000,000.00

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

Approval of Conflict Claims

Councilmember Montgomery made a motion to approve a conflict claim in the amount of \$331.34 to Mayor Lundvall; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember West made a motion to approve a conflict claim in the amount of \$534.46 to councilmember Gross; seconded by councilmember McLeland. Councilmembers Simonson, McLeland, Montgomery, West and Mayor Lundvall voted aye. Councilmember Gross abstained. The motion carried.

Comments

Council

Councilmember Simonson raved about her experience at the recent Donkey Creek Festival held at Big Lost Meadery.

Councilmember McLeland stated that Administrator Cole and himself attended the presentation for the State Shooting Complex. McLeland expressed his excitement that Gillette was selected as one of the two finalists for the State Shooting Complex and added that the task force will be in Gillette on July 17, 2024, for a site visit.

Councilmember Gross reminded the community that July 10, 2024, is WyoGives Day which is a 24-hour statewide event where all charities profit from the event. Councilmember Simonson added that Personal Frontiers and Hope Source are two new mental health non-profits that will be part of the WyoGives Day this year.

Councilmember Montgomery cautioned citizens to be considerate when lighting fireworks. Montgomery also recognized American Legion Post #42 for their presence at council.

Approval of Conflict Claims

Councilmember Simonson made a motion to revoke on item E.1 to approve a conflict claim in the amount of \$331.34 to Mayor Lundvall; seconded by councilmember Gross. Councilmembers Simonson, McLeland, Montgomery, Gross and West voted aye. Mayor Lundvall abstained. The motion carried.

Comments

Other – Comments

Director Pilon presented Connie Anderson, Senior Administrative Assistant, with a plaque to recognize her 35 years of service with the City of Gillette.

Director Toscana presented a “Things to Know for the month of July 2024” video.

New Business

Minute Action

Councilmember McLeland made a motion to Grant City Staff Permission to Negotiate on Behalf of City Council for the Pre-Annexation Agreement Between the City of Gillette and Doug Hochhalter for Property Located at 517 E Sinclair Street; seconded by councilmember West. Administrator Cole stated that this location has had their septic system fail so they wish to connect to the city sewer system. This

item allows staff to negotiate before bringing the final agreement back to council for approval. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Bid Award for the Heritage Lift Station Replacement Project to Dan Hart Patrol, in the Amount of \$3,148,579.35 (1% Project); seconded by councilmember Simonson. Administrator Cole informed the council that approval would replace the current 1980's sewer lift station and add improvements to the new one. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve a Street Closure on Destination Drive and W 4-J to make one way traffic on August 7, 2024, from 11:00 a.m. to 4:30 p.m. for a food drive requested by The Church of Jesus Christ of Latter-day Saints and Pathfinders; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve a Street Closure on Ross Ave between 2nd Street and 3rd Street for the Antique Automobile Club of America Tour from 10:00 a.m. to 2:00 p.m. on July 11, 2024, requested by Frontier Auto Museum; seconded by councilmember West. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve a Street Closure from 2nd Street to 3rd Street and on 3rd Street between Ross Avenue and Richards Avenue for their Annual Show and Shine Car Show from 8:00 a.m. to 3:00 p.m. on July 20, 2024, requested by Frontier Auto Museum; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve a Street Closure on Warren Avenue between 1st and 2nd Street for NEST Fest Musical Festival, that will Include an Open Container Permit, from 6:00 p.m. on July 19, 2024, until 11:00 p.m. on July 20, 2024, requested by Big Lost Meadery; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve a Street Closure on Rockpile Boulevard from West 2nd Street to West 3rd Street for a Street Dance from 8:00 a.m. to 6:00 p.m. on July 4, 2024, requested by American Legion Post #42; seconded by councilmember Gross. Members from Post 42 informed council of some updates to their street closure and invited council to the event. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve a Street Closure on half of the 3rd Street Plaza to South Kendrick Avenue for a WyoGives Day Post Celebration, that will include an Open Container Permit, from 4:00 p.m. to 8:00 p.m. on July 10, 2024, requested by Gillette Main Street; seconded by councilmember McLeland. Councilmember Gross stated that this event is essentially a recap party for the nonprofits. All voted aye. The motion carried.

Councilmember Simonson made a motion to approve a Street Closure on Osborne Avenue from 2nd Street to 3rd Street for a Patriotic Celebrations Event from 8:00 a.m. to 2:00 p.m. on July 4, 2024, Requested by Hoskinson Contracting; seconded by councilmember West. All voted aye. The motion carried.

Councilmember West made a motion to approve the landing of a Blackhawk Helicopter at 410 E. 2nd Street for a 4th of July event, on July 3, 2024, between 3:00 and 4:00 p.m. and departing on July 4, 2024, at 6:00 p.m., requested by Hoskinson Contracting; seconded by councilmember Simonson. Representatives of Hoskinson Contracting were present and discussed their event in detail. All voted aye. The motion carried.

Appointments

Councilmember McLeland made a motion, which was seconded by councilmember West, to appoint the following individuals to the following boards:

- Janalee Black to the Campbell County Public Land Board for One (1) Term Expiring on June 30, 2027.
- Caleb Nelson and Scott Wilson to the Board of Adjustment for Two (2) Terms Expiring on June 30, 2027.
- Mike Castellanos and Carlos Vargas to the Parks & Beautification Board for Two (2) Terms Expiring on June 30, 2027.
- Matt Nelson, Shaun Hottell, Jack Colson and Ian Scott to the Planning Commission for Four (4) Terms Expiring on June 30, 2027.
- Paul Roberts to the Investment Advisory Committee for One (1) Term Expiring on June 30, 2027
- Mary Kelley to the Gillette Historic Preservation Commission for One (1) Term Expiring on June 30, 2027.
- Mick Wolf to the Retiree Health Benefits Trust for One (1) Term Expiring on June 30, 2027.

-Michelle Henderson to the WARM Board for One (1) Term Expiring on June 30, 2027

All voted aye. The motion carried.

Public Comment

Jack Clary thanked the council for the work that was done at Shoshone and Highway 59.

Administrators Report

Administrator Cole recapped the Comprehensive Plan Workshops coming up next week as well as the joint City Council and Planning Commission Meeting on July 11, 2024, to meet with the consultant for the comprehensive plan. Mr. Cole reminded the public that fireworks are not allowed in the city limits. Lastly, Cole added that the County fire ban will resume on July 5, 2024.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 6:30 p.m. The meeting can be viewed on the City’s website, www.gillettewy.gov/gpa. The next regularly scheduled meeting will be held on Tuesday, July 2, 2024, in the City Hall Council Chambers.

(S E A L)

Shay Lundvall, Mayor

ATTEST:

Alicia Allen, City Clerk
Publication Date: July 9, 2024

A Special Meeting of the City Council was held on Tuesday, the 11th day of July 2024 at City Hall in the 2nd Floor Community Room.

Present were City of Gillette Councilmembers Simonson, Carsrud, McLeland, Gross, Montgomery, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Directors Muzzarelli; Manager Duvall; Planner Stefanick; Senior Administrative Assistant McCarty; and City Clerk Allen.

Others Present: Planning Commission Members Scott, Hottell, and Cone; CPAC Members Tuomela, Gross, Collins, Obert, Richardson, and Simonson.

Joint City Council, Planning Commission, and Comprehensive Plan Advisory Committee Meeting

The City Council meeting was called to order by Mayor Lundvall.

City Council members attended a meeting with Planning Commission and Comprehensive Plan Advisory Committee (CPAC) members to discuss the ongoing Comprehensive Plan. Verdunity, Inc. representatives AJ Fawver and Katherine Linares presented a progress update, reviewed engagement to date including Workshops and community Open House events and discussed prevailing challenges.

City Council, Planning Commission, and CPAC members partook in activities and discussions related to perceived community needs for future land use, building typologies, and mobility opportunities.

No action was taken.

Adjournment

There being no further business to come before the Council, the meeting was adjourned at 7:24 p.m.

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Shay Lundvall, Mayor

Publish date: July 16, 2024



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

An Ordinance Approving and Authorizing the Partial Vacation of a 10-foot-wide General Utility Easement on Lot 9B, Block 4, of the Sunburst Subdivision IV; to the City of Gillette, Wyoming, Subject to all Planning Requirements (Planning Commission Vote: 4/0).

BACKGROUND:

City Council 1st Reading Vote: 7/0

City Council 2nd Reading Vote: 6/0

The City of Gillette has initiated a partial vacation of an existing 10 ft. wide General Utility Easement located at 1122 Sioux Ave; more specifically, the southern 5 ft. of the easement running along the northern property line east to west.

During the Certificate of Occupancy process, City Planning Staff discovered that the permitted accessory structure is located in an existing General Utility Easement by 1.9 ft. To clear up any confusion by future Staff and have a clean lot for the property owner, City Planning Staff sought permission of the property owner to initiate a partial vacate of the easement. A locates request indicated that the easement is free of existing utilities.

The following city divisions reviewed the proposed vacation and find no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Campbell County Fire Department.

This case was approved by the Planning Commission during their June 11, 2024, meeting with a vote of 4/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move to Approve an Ordinance Approving and Authorizing the Partial Vacation of a 10-foot-wide General Utility Easement on Lot 9B, Block 4, of the Sunburst Subdivision IV; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download

☐ [Ordinance](#)

☐ [Vicinity Map/Exhibit](#)

☐ [Foundation Location Certificate \(FLC\)](#)

☐ [Utility Locates](#)

☐ [Planning Requirements](#)

☐ [Meeting Minutes 6.11.24](#)

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE PARTIAL VACATION OF A 10-FOOT-WIDE GENERAL UTILITY EASEMENT ON LOT 9B, BLOCK 4, OF THE SUNBURST SUBDIVISION IV; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

SECTION ONE.

Pursuant to the petition of the City of Gillette and with the permission of the property owner of Lot 9B, Block 4, of the Sunburst Subdivision IV, and the authority of W.S. 15-6-104 and W.S. 34-12-106 through W.S. 34-12-110, the City Council finds that the partial vacation of the southern 5’ of the 10’ wide utility easement along the northern property line, as contained entirely within Lot 9B, Block 4, of the Sunburst Subdivision IV, as recorded by the Campbell County Clerk in Book 8 of Plats, Page 202, will not abridge or destroy any of the rights and privileges of the other landowners in the Sunburst Subdivision IV, and further finds that the partial vacation is in the best interest of the City of Gillette. For a more detailed location of the vacation see the attached Exhibit Map.

SECTION TWO.

- (a) The Ordinance and Exhibit Map shall be recorded at the Campbell County Clerk’s Office upon approval of the Vacation by City Council.
- (b) The Clerk of Campbell County, in whose office the aforesaid plat is recorded, shall write in plain legible letters across that part of the plat so vacated, the word “VACATED” and also make a reference on the same to the volume and page in which the said instrument of Vacation is recorded.

SECTION THREE. This ordinance shall be in full force and effect on its effective date, June 18, 2024.

PASSED, APPROVED AND ADOPTED THIS 18th day of June, 2024.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk
Publication Date: June 22, 2024

STATE OF WYOMING)
)ss.
County of Campbell)

On this ____ day of _____, 2024, before me personally appeared Shay Lundvall, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Shay Lundvall acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

Vacation - 1122 Sioux Ave.

Easement Vacate Request

Exhibit "A"



LEGEND



PROJECT AREA

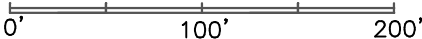


REMAINING GENERAL UTILITY EASEMENT



VACATE SOUTHERLY 5'

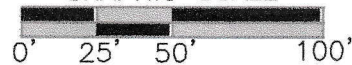
GRAPHIC SCALE



PREPARED FOR: CITY OF GILLETTE/PLANNING
2nd FLOOR, CITY HALL
201 E 5th St.
GILLETTE, WYOMING 82716

PREPARED BY: ANDERSON SURVEYING LLC
PO BOX 833
GILLETTE WYOMING 82717
307.257.2247

LOT 9B, BLOCK 4 SUNBURST SUBDIVISION No. 4
ALSO KNOWN AS 1122 SIOUX AVE., GILLETTE, WYOMING
ZONING DISTRICT : R-1



DATE: 04-01-2024

Ticket No: 20241700141

Excavator Details

Caller Id: 22786
Contact: Kristopher Anderson
Company: Anderson Surveying

Phone: 406 390 1371
Mobile: Not Supplied
Email: kris@andersonsurveyingllc.com

Dig Site and Ticket Details



[Open Map](#)

Marked with lath and white flagging

Ticket Medium	Web
Ticket Status	Original
Ticket Type	Regular
Previous Ticket No.	Not Supplied
User Reference	HS
Ticket Date (MTZ)	04/22/2024 07:05 AM
Work Start Date (MTZ)	04/24/2024 07:05 AM
Work Expire Date (MTZ)	05/14/2024 07:05 AM
Address	Sioux Ave Gillette
Nearest Cross Street	Choctaw
Type of work	Construction
Activity	Expose & Survey
Excavation Method	Hand Digging
Excavation Depth	>48in
Public Property	None
Private Property	Private Property
Onsite Contact	Kristopher Anderson
Onsite Phone	4063901371
Municipality	Not Supplied
Nearest Community	Gillette
Rural Subdivision	Not Supplied

Your Responsibilities

- Do not proceed with any excavation until all notified utility owners have responded by providing clearance, OR by identifying the location of their facilities with maps OR by placing locate marks on the ground.
- Pothole to establish the exact location of all underground utilities using soft digging methods, before using heavy machinery.
- If you damage an underground utility, you MUST advise the utility owner directly and immediately.
- By using the One-Call of Wyoming, Inc. service, you agree to our privacy policy and the terms and conditions set out on our web site.
- **For more information, visit www.onecallofwyoming.com**

Utility Owner Details

The public utility owners listed below with a Status of "Notification Sent" have been requested to respond to your request. They may contact you directly for clarification of your request details.

Station Code	Authority Name	Phone	Status
KM7	BLACK HILLS ENERGY (KM7)	1-888-890-5554	Notification Sent
AB1	CHARTER COMMUNICATIONS (AB1)	307-682-4303	Notification Sent
COG	CITY OF GILLETTE (COG)	307-686-5276	Notification Sent

END OF UTILITIES LIST

Planning Requirements

PL2024-0067

Vacation Request – 1122 Sioux Ave

The Planning Requirements are as follows:

1. All comments and concerns will be addressed in Energov prior to filing.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ June 11, 2024 ~ 5:15 pm

PRESENT

Commission Members Present: Vice-Chair Ryan Conklin, Richard Cone, Matthew Nelson, and Ian Scott.

Commission Members Absent: Chair Shaun Hottell, Jack Colson, and Cristal Pratt.

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

CALL TO ORDER

Vice-Chair Conklin called the meeting to order at 5:15 p.m.

APPROVAL OF THE
MINUTES

A motion was made by Richard Cone to approve the meeting minutes of May 28, 2024. Matthew Nelson seconded the motion. Motion carried 4/0.

Case No.
PL2024-0067
EASEMENT
VACATION –
1122 Sioux Ave

The City of Gillette has initiated a partial vacation of an existing 10 ft. wide General Utility Easement located at 1122 Sioux Ave; more specifically, the southern 5 ft. of the easement running along the northern property line east to west.

During the Certificate of Occupancy process, City Planning Staff discovered that the permitted accessory structure is in an existing general utility easement by 1.9 ft. To clear up any confusion by future staff and have a clean lot for the property owner, city planning staff sought permission of the property owner to initiate a partial vacate of the easement.

A locates request indicated that the easement is free of existing utilities. The following city divisions reviewed the proposed vacation and find no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Fire Department.

Meredith Duvall said the city received one call on the case, who was a citizen that had received a surrounding property owner letter who had general questions with no objections.

Vice-Chair Conklin asked if there were any comments from the public or Commission on the case.

There being no further comments or questions Matthew Nelson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0.

OLD BUSINESS

None.

NEW
BUSINESS

Meredith Duvall said the meetings for June 25, 2024, and July 9, 2024, are canceled. There will be another Comp Plan meeting on July 11, 2024, and information will be sent out to the Planning Commission. As well, information on the comp plan meeting will be available on the city's Facebook page, Ms. Duvall said.

ADJOURNMENT

The meeting was adjourned at 5:19 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Bills and Claims

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

☐ [Bills and Claims](#)

☐ [Bills and Claims - Prepays](#)

☐ [Wire Transfers](#)

Expenditure Approval Report

Check Approval Date of 07/16/2024



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
1082-ARROW PRINTING AND GRAPHICS INC		
175887	OFFICE SUPPLY INVENTORY	575.00
	VENDOR TOTAL:	575.00
4555-ATLAS OFFICE PRODUCTS		
175812	OFFICE SUPPLY INVENTORY	199.38
175813	OFFICE SUPPLY INVENTORY	13.93
175815	OFFICE SUPPLY INVENTORY	222.28
175816	OFFICE SUPPLY INVENTORY	70.20
175817	OFFICE SUPPLY INVENTORY	24.32
175818	OFFICE SUPPLY INVENTORY	172.16
175888	OFFICE SUPPLY INVENTORY	746.16
175889	OFFICE SUPPLY INVENTORY	207.94
	VENDOR TOTAL:	1,656.37
2594-BOMGAARS SUPPLY		
175820	AC INVENTORY	417.46
	VENDOR TOTAL:	417.46
1276-CAMPBELL COUNTY JOINT POWERS FIRE BOARD		
175792	EQUIPMENT AND FACILITIES MAINT REIMBURSEMENT	116,817.70
	VENDOR TOTAL:	116,817.70
1511-NORCO INC		
175859	CUSTODIAL SUPPLY INVENTORY	807.92
175861	OFFICE SUPPLY INVENTORY	759.92
	VENDOR TOTAL:	1,567.84
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL		
175688	JUNE 204 OFFICE TRAINING FEES	130.00
	VENDOR TOTAL:	130.00
2300-WESTERN STATIONERS		
175875	OFFICE SUPPLY INVENTORY	500.00
175876	OFFICE SUPPLY INVENTORY	29.16
175877	OFFICE SUPPLY INVENTORY	526.29

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
2300-WESTERN STATIONERS		
175878	OFFICE SUPPLY INVENTORY	436.40
175908	OFFICE SUPPLY INVENTORY	23.35
175909	OFFICE SUPPLY INVENTORY	412.32
	VENDOR TOTAL:	1,927.52
2627-WYOMING DIVISION VICTIM SERVICE		
175685	APRIL-JUNE 24 CRIME VICTIMS COMPENSATION SURCHARGE	301.18
	VENDOR TOTAL:	301.18
2435-WYOMING STATE		
175686	APRIL-JUNE 24 AUTOMATION FEES	11,472.90
175687	APRIL-JUNE 24 INDIGENT CIVIL LEGAL SERVICE FEES	3,880.00
	VENDOR TOTAL:	15,352.90
	DIVISION TOTAL:	138,745.97
	DEPARTMENT TOTAL:	138,745.97

Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
2431-WYOMING ASSOCIATION MUNICIPALITIES		
175696	FY25 WAM MEMBERSHIP DUES	33,037.25
	VENDOR TOTAL:	33,037.25
	DIVISION TOTAL:	33,037.25
02-ADMINISTRATION		
55555-MISC EMPLOYEE VENDOR		
175713	TRAVEL REIMBURSEMENT	84.42
	VENDOR TOTAL:	84.42
	DIVISION TOTAL:	84.42
04-SPECIAL PROJECTS		
1285-CAMPBELL COUNTY PUBLIC LAND BOARD COMPLEX		
175697	FY24/25 1ST QTR OPERATIONAL	275,988.25
	VENDOR TOTAL:	275,988.25
1864-FIRST NATIONAL BANK OF GILLETTE		
175759	CITY POOL RECONSTRUCTION RETAI	44,346.89
	VENDOR TOTAL:	44,346.89
4422-INTERSTATE ENGINEERING, INC		
175766	CITY POOL RECONSTRUCTION	28,465.88
	VENDOR TOTAL:	28,465.88
1754-KLJ ENGINEERING LLC		
175772	COUNCIL OF COMMUNITY SERVICES	11,219.01
	VENDOR TOTAL:	11,219.01
1958-PCA ENGINEERING INC		
175729	ECSC RE-SUBDIVISION	360.00
175774	ENZI PRACTICE FIELD IMPROVEMEN	8,789.04
	VENDOR TOTAL:	9,149.04
2033-POWDER RIVER CONSTRUCTION		
175758	CITY POOL RECONSTRUCTION	842,590.86
	VENDOR TOTAL:	842,590.86

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
2414-YOUTH EMERGENCY SERVICES INC			
	175751	ANNUAL SERVICE FUNDING	70,000.00
		VENDOR TOTAL:	70,000.00
		DIVISION TOTAL:	1,281,759.93
		DEPARTMENT TOTAL:	1,314,881.60

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
4458-EMPLOYMENT TESTING CENTER OF WYOMING		
175601	URN45, URN70, RTW	375.00
	VENDOR TOTAL:	375.00
1753-EMPLOYMENT TESTING SERVICES INC		
175537	DRUG AND ALCOHOL TESTING	350.00
	VENDOR TOTAL:	350.00
	DIVISION TOTAL:	725.00
21-SAFETY		
1349-CAMPBELL COUNTY HOSPITAL DISTRICT		
175668	AUDIOGRAMS	8,820.00
175669	AUDIOGRAMS	540.00
175670	AUDIOGRAMS	180.00
	VENDOR TOTAL:	9,540.00
1748-THAT EMBROIDERY PLACE		
175538	SAFETY COAT	100.00
175539	SAFETY COAT	148.00
175540	SAFETY COAT	150.00
175541	SAFETY COAT	118.00
175542	SAFETY COAT	88.00
175543	SAFETY COAT	150.00
175544	SAFETY COAT	138.00
175545	SAFETY COAT	138.00
175546	SAFETY COAT	116.00
175547	SAFETY COAT	150.00
175549	SAFETY COAT	143.00
175550	SAFETY COAT	95.00
175551	SAFETY COAT	80.00
175552	SAFETY COAT	150.00
175553	SAFETY COAT	120.00
175554	SAFETY COAT	70.00

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
21-SAFETY			
1748-THAT EMBROIDERY PLACE			
175555		SAFETY COAT	150.00
175556		SAFETY COAT	90.00
175557		SAFETY COAT	138.00
175558		SAFETY COAT	70.00
		VENDOR TOTAL:	2,402.00
		DIVISION TOTAL:	11,942.00
		DEPARTMENT TOTAL:	12,667.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
26-CUSTOMER SERVICE		
1395-COLLECTION PROFESSIONALS GILLETTE		
175559	MAY 2024 COLLECTIONS	1,444.44
	VENDOR TOTAL:	1,444.44
1898-ONLINE UTILITY EXCHANGE		
175648	ONLINE UTILTIY EXCHANGE	349.68
	VENDOR TOTAL:	349.68
3369-POSTAL PROS SOUTHWEST INC		
175571	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,015.37
175572	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	3,360.13
	VENDOR TOTAL:	4,375.50
	DIVISION TOTAL:	6,169.62
34-INFORMATION TECHNOLOGY		
4025-AGOSTO HOLDINGS, LLC		
175673	GOOGLE VOICE	3,027.86
	VENDOR TOTAL:	3,027.86
2625-CHARTER MEDIA		
175576	INTERNET SERVICE	1,099.00
	VENDOR TOTAL:	1,099.00
1634-DLT SOLUTIONS LLC		
175700	AUTOCAD SUBSCRIPTION	12,106.18
	VENDOR TOTAL:	12,106.18
1969-GOVCONNECTION		
175848	Power Strips Telecom	1,696.36
	VENDOR TOTAL:	1,696.36
4762-GOVERNMENTJOBS.COM		
175691	NEOGOV INSIGHT GOVERNMENT JOBS	11,728.00
	VENDOR TOTAL:	11,728.00
3976-GRANICUS LLC		
175577	WEBSITE UPGRADE	4,140.00
	VENDOR TOTAL:	4,140.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
1821-IT OUTLET INC			
	175900	ORIGINAL PO 2241432 - IT SWITCH	998.00
		VENDOR TOTAL:	998.00
4929-SKYDIO, INC			
	175868	INSPECTION & PATROL DRONES	206.73
		VENDOR TOTAL:	206.73
1748-THAT EMBROIDERY PLACE			
	175578	UNIFORM SHIRTS	136.00
		VENDOR TOTAL:	136.00
2179-TYLER TECHNOLOGIES INC			
	175672	UB FORMS CHANGE	2,450.00
	175699	TYLER MUNICIPAL JUSTICE	12,710.70
		VENDOR TOTAL:	15,160.70
2222-VERIZON WIRELESS			
	175579	CELLULAR SERVICE	11,174.21
		VENDOR TOTAL:	11,174.21
2247-VISIONARY COMMUNICATIONS			
	175698	INTERNET SERVICE	1,092.96
		VENDOR TOTAL:	1,092.96
		DIVISION TOTAL:	62,566.00
		DEPARTMENT TOTAL:	68,735.62

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
2483-CAMPBELL COUNTY SHERIFF			
	175639	MAY 2024 PRISONER BILLING	1,975.00
		VENDOR TOTAL:	1,975.00
1368-CHILDREN'S HOME SOCIETY			
	175626	FORENSIC INTERVIEW	150.00
		VENDOR TOTAL:	150.00
1381-CITY OF GILLETTE			
	175608	PETTY CASH REIMBURSEMENT 6/30/24	23.50
		VENDOR TOTAL:	23.50
2597-CRAIG FURMAN			
	175636	DUI BLOOD DRAW	75.00
	175637	DUI BLOOD DRAW	75.00
	175638	DUI BLOOD DRAW	75.00
		VENDOR TOTAL:	225.00
1916-GALLS INC			
	175624	PANTS - STOREY	218.94
		VENDOR TOTAL:	218.94
4996-GUARDIAN UNIFORM AND SUPPLY			
	175850	RIFLE TACTICAL SHIELDS	36,400.00
		VENDOR TOTAL:	36,400.00
2646-INDUSTRIAL PRODUCTS MFG INC			
	175862	PD AMMO	3,729.00
	175864	ORIGINAL PO 2230809 PD AMMO	5,904.25
		VENDOR TOTAL:	9,633.25
2159-JANE STEARNS M.S. LPC			
	175634	PD COUNSELING	700.00
		VENDOR TOTAL:	700.00
4906-LN CURTIS & SONS			
	175622	SPECIAL RESPONSE TEAM ITEMS	320.33
		VENDOR TOTAL:	320.33

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
1254-MANNING WRECKER SERVICE LLC		
175635	ACCIDENT TOW	500.00
	VENDOR TOTAL:	500.00
55555-MISC EMPLOYEE VENDOR		
175715	FY24/25 BOOT ALLOWANCE	173.25
175716	FY24/25 BOOT ALLOWANCE	109.08
175717	FY24/25 BOOT ALLOWANCE	131.34
175718	FY24/25 BOOT ALLOWANCE	199.99
	VENDOR TOTAL:	613.66
1313-MOTOROLA		
175855	POLICE DEPARTMENT * RADIOS	4,256.53
175856	POLICE DEPARTMENT * RADIOS	2,748.80
	VENDOR TOTAL:	7,005.33
1919-PAINTBRUSH SEWER & DRAIN		
175625	FIREARMS TRAINING	98.00
	VENDOR TOTAL:	98.00
4700-ROCKY MOUNTAIN ACCREDITATION NETWORK		
175623	2024 MEMBERSHIP DUES	225.00
	VENDOR TOTAL:	225.00
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
175627	PD COUNSELING	250.00
175628	PD COUNSELING	200.00
175629	PD COUNSELING	200.00
175630	PD COUNSELING	200.00
175631	PD COUNSELING	200.00
175632	PD COUNSELING	200.00
175633	PD COUNSELING	200.00
	VENDOR TOTAL:	1,450.00
	DIVISION TOTAL:	59,538.01

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
	DEPARTMENT TOTAL:	59,538.01

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
175527	CITY HALL RUGS	40.83
175528	RUG CLEANING	46.10
175529	RUG CLEANING	57.75
175533	RUG CLEANING	28.69
175534	RUG CLEANING	19.82
	VENDOR TOTAL:	193.19
1748-THAT EMBROIDERY PLACE		
175711	UNIFORMS	161.46
	VENDOR TOTAL:	161.46
	DIVISION TOTAL:	354.65
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
175752	CONTRACTED SPORTS FIELD SCHEDULER	600.00
175753	CONTRACTED SPORTS FIELD SCHEDULER	175.00
	VENDOR TOTAL:	775.00
1748-THAT EMBROIDERY PLACE		
175711	UNIFORMS	33.04
	VENDOR TOTAL:	33.04
	DIVISION TOTAL:	808.04
51-PARKS		
1040-ALSCO		
175532	UNIFORM CLEANING	64.04
	VENDOR TOTAL:	64.04
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
175727	ANTELOPE VALLEY PARK WATER	7.50
	VENDOR TOTAL:	7.50
3909-CRESTVIEW IMPROVEMENT & SERVICE DISTRICT		
175728	CRESTVIEW PARK WATER	7.50
	VENDOR TOTAL:	7.50

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
1999-HAWKINS INC		
175570	CHEMICALS	864.95
	VENDOR TOTAL:	864.95
1919-PAINTBRUSH SEWER & DRAIN		
175560	PORTA TOILETS	13,070.24
	VENDOR TOTAL:	13,070.24
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
175607	REPAIR TOILET	1,307.68
	VENDOR TOTAL:	1,307.68
2349-TRUGREEN CHEMLAWN		
175602	WEED SPRAYING	1,287.00
175604	WEED SPRAYING	4,467.00
175605	WEED SPRAYING	2,034.00
	VENDOR TOTAL:	7,788.00
	DIVISION TOTAL:	23,109.91
53-FORESTRY		
1006-MARK A PORTER		
175726	TRIMMING AND TREE REMOVAL	39,250.00
	VENDOR TOTAL:	39,250.00
3885-SAWTOOTH MATERIALS		
175865	MULCH	2,476.67
175866	MULCH	2,476.66
175867	MULCH	2,476.67
	VENDOR TOTAL:	7,430.00
	DIVISION TOTAL:	46,680.00
54-STREETS		
1040-ALSCO		
175530	UNIFORM CLEANING	50.73
	VENDOR TOTAL:	50.73

Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
2958-LINE FINDERS, LLC		
175593	HYDROVAC	1,837.50
175594	HYDROVAC	1,837.50
175595	HYDROVAC	2,205.00
175596	HYDROVAC	1,347.50
	VENDOR TOTAL:	7,227.50
1802-SIMON CONTRACTORS		
175599	ROAD BASE	108.07
175600	ROCK	80.00
	VENDOR TOTAL:	188.07
3623-STRUCTURAL DYNAMICS LLC		
175771	MATERIAL STORAGE BUILDING	6,984.46
	VENDOR TOTAL:	6,984.46
4135-TEAM LABORATORY CHEMICAL, LLC		
175569	TAR BUSTER	188.25
	VENDOR TOTAL:	188.25
1748-THAT EMBROIDERY PLACE		
175711	UNIFORMS	1,098.51
	VENDOR TOTAL:	1,098.51
	DIVISION TOTAL:	15,737.52
	DEPARTMENT TOTAL:	86,690.12

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
61-BUILDING INSPECTION		
4555-ATLAS OFFICE PRODUCTS		
175814	OFFICE CHAIR-NICOLE J.	370.13
	VENDOR TOTAL:	370.13
1381-CITY OF GILLETTE		
175608	PETTY CASH REIMBURSEMENT 6/30/24	72.00
	VENDOR TOTAL:	72.00
	DIVISION TOTAL:	442.13
62-TRAFFIC SAFETY		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
175617	WIRE IN WARNING SIGN, REPAIR FLASHING SIGN	1,205.00
175618	SCHOOL LIGHTS REPAIRS	1,540.69
175619	CHANGED LED'S	4,230.00
	VENDOR TOTAL:	6,975.69
	DIVISION TOTAL:	6,975.69
63-PLANNING		
4933-VERDUNITY		
175743	COMPREHENSIVE PLAN	33,168.70
	VENDOR TOTAL:	33,168.70
	DIVISION TOTAL:	33,168.70
	DEPARTMENT TOTAL:	40,586.52

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
03-PUBLIC ACCESS		
1606-DELL MARKETING LP		
175898	ORIGINAL PO 2241431 - POWER SUPPLIES	3,601.46
	VENDOR TOTAL:	3,601.46
	DIVISION TOTAL:	3,601.46
31-CITY CLERK/PRINT SHOP		
1381-CITY OF GILLETTE		
175608	PETTY CASH REIMBURSEMENT 6/30/24	54.00
	VENDOR TOTAL:	54.00
3892-SQUARE GROVE LLC		
175870	CLERKS * OFFICE CHAIRS	2,004.00
	VENDOR TOTAL:	2,004.00
	DIVISION TOTAL:	2,058.00
32-JUDICIAL		
4966-APRIL SHIPPY		
175580	INTERPRET COURT HEARING	20.00
175581	INTRERPRET COURT HEARING	80.00
	VENDOR TOTAL:	100.00
	DIVISION TOTAL:	100.00
	DEPARTMENT TOTAL:	5,759.46
	FUND TOTAL:	1,727,604.30

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1276-CAMPBELL COUNTY JOINT POWERS FIRE BOARD			
	175749	FY24/25 1ST QTR OPERATING	1,227,902.00
		VENDOR TOTAL:	1,227,902.00
1415-CONSOLIDATED ENGINEERS INC			
	175780	2024 CRACK SEAL PROJECT	1,375.00
	175785	HIDDEN VALLEY PLAYGROUND RENOV	221.00
		VENDOR TOTAL:	1,596.00
1559-DOWL LLC			
	175770	TRAFFIC INTERSECTION EVALUATIO	715.00
		VENDOR TOTAL:	715.00
1684-DRM INC			
	175756	2024 TWIN SPRUCE ALLEY/SEWER	31,418.58
	175794	CAM-PLEX WASTEWATER LIFT STATI	373,985.94
		VENDOR TOTAL:	405,404.52
1852-FEDERAL EXPRESS CORPORATION			
	175671	MISC SHIPPING	223.14
		VENDOR TOTAL:	223.14
1866-FIRST NORTHERN BANK OF WYOMING			
	175757	2024 TWIN SPRUCE ALLEY/SEWER	1,653.61
	175795	CAM-PLEX WASTEWATER LIFT STATI	19,683.47
		VENDOR TOTAL:	21,337.08
1909-G AND G LANDSCAPING INC			
	175640	SUTHERLAND PARK POC UPGRADE	16,060.00
		VENDOR TOTAL:	16,060.00
1754-KLJ ENGINEERING LLC			
	175762	2023 MCCANN HEIGHTS PROJECT	40,683.74
	175764	REMINGTON DRAINAGE RECONNAISSA	232.25
	175765	ALLEN AVE RECONSTRUCT AND DRAI	5,014.29
		VENDOR TOTAL:	45,930.28

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1312-MORRISON MAIERLE INC			
	175767	PROVIDENCE CROSSING PARK DRAIN	1,366.50
	175787	FOOTHILLS DRAINAGE IMPROVEMENT	23,485.75
		VENDOR TOTAL:	24,852.25
4226-NATHAN G STEINER			
	175784	CITY HALL IRRIGATION IMPROVEME	864.50
	175786	SHOSHONE AVE BEAUTIFICATION	4,320.80
		VENDOR TOTAL:	5,185.30
1958-PCA ENGINEERING INC			
	175777	CENTRAL CONTROL PHASE 1	3,633.85
		VENDOR TOTAL:	3,633.85
5023-PHIL GONZALES			
	175730	RESEARCH ON OWNER AND EASEMENTS	90.00
		VENDOR TOTAL:	90.00
4319-RUSSELL & MILLS STUDIOS			
	175761	DALBEY IMPROVEMENTS STUDY	10,195.00
		VENDOR TOTAL:	10,195.00
4375-RYAN MCCAFFREY			
	175621	FOAM LIFTING UNDER STREET	620.00
		VENDOR TOTAL:	620.00
3885-SAWTOOTH MATERIALS			
	175865	MULCH	4,953.33
	175866	MULCH	4,953.34
	175867	MULCH	4,953.33
		VENDOR TOTAL:	14,860.00
2760-WAYNE E. ECKAS, P.E.			
	175778	IRRIGATION CENTRAL CONTROL IMP	13,120.00
		VENDOR TOTAL:	13,120.00

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201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
2363-WWC ENGINEERING			
175763	4-J/6TH STREET AND SHOSONE		3,095.00
175775	FEMA DONKEY CREEK MASTER DRAIN		14,083.00
175781	2024 TWIN SPRUCE SEWER REPAIR		3,344.00
175783	SUTHERLAND SUBDIVISION VALVE P		7,105.50
175798	2024 TWIN SPRUCE SEWER REPAIR		6,846.00
		VENDOR TOTAL:	34,473.50
		DIVISION TOTAL:	1,826,197.92
		DEPARTMENT TOTAL:	1,826,197.92
		FUND TOTAL:	1,826,197.92

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Invoice Number		Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1312-MORRISON MAIERLE INC			
175773		GILLETTE REGIONAL WATER SUPPLY	25,891.82
175776		GRWSP - PH 5 DISTRICT EXT	3,576.69
		VENDOR TOTAL:	29,468.51
		DIVISION TOTAL:	29,468.51
		DEPARTMENT TOTAL:	29,468.51
		FUND TOTAL:	29,468.51

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
2406-XEROX CORPORATION			
	175573	COPIER METER READ	35.18
	175881	REPLACEMENT UTILITIES COPIER	6,333.00
		VENDOR TOTAL:	6,368.18
		DIVISION TOTAL:	6,368.18
76-SCADA			
1422-GILLETTE CONTRACTORS SUPPLY INC			
	175834	SCADA * TOOL * BRIAN	304.10
		VENDOR TOTAL:	304.10
		DIVISION TOTAL:	304.10
		DEPARTMENT TOTAL:	6,672.28
		FUND TOTAL:	6,672.28

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Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
175531	UNIFORM CLEANING	20.14
	VENDOR TOTAL:	20.14
2434-AMERICAN WELDING & GAS INC		
175712	CYLINDER RENT	38.80
	VENDOR TOTAL:	38.80
1511-NORCO INC		
175561	THANK YOU BAGS FOR THE 4TH OF JULY PARADE	91.66
	VENDOR TOTAL:	91.66
1748-THAT EMBROIDERY PLACE		
175711	UNIFORMS	421.23
	VENDOR TOTAL:	421.23
	DIVISION TOTAL:	571.83
	DEPARTMENT TOTAL:	571.83
	FUND TOTAL:	571.83

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
175482	UE 544 900 WARLOW	123.75
175524	UE 1108 504 PUMPHOUSE	25.50
	VENDOR TOTAL:	149.25
	DIVISION TOTAL:	149.25
	DEPARTMENT TOTAL:	149.25

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
3656-BAKER HUGHES, A GE COMPANY, LLC			
	175649	MADISON M7	1,379.00
	175650	WELL S-18R	1,771.00
	175651	MADISON M7	5,984.00
	175701	MADISON M-7	1,771.00
		VENDOR TOTAL:	10,905.00
1182-BLACK CAT CONSTRUCTION LLC			
	175664	REPAIRS	20,429.50
	175665	REPAIRS	46,959.61
		VENDOR TOTAL:	67,389.11
4983-CAHOY PUMP SERVICE			
	175662	WELL #S-22 REPAIRS	41,351.00
		VENDOR TOTAL:	41,351.00
1792-ENERGY LABORATORIES INC			
	175563	TESTING	103.00
	175666	TESTING	53.00
	175667	TESTING	53.00
		VENDOR TOTAL:	209.00
1921-GARNEY WYOMING INC			
	175790	30-INCH MADISON PIPELINE RECON	23,445.40
		VENDOR TOTAL:	23,445.40
1450-HDR ENGINEERING INC			
	175769	30" MADISION TRANSMISSION LINE	3,706.00
	175779	PUMP STATION #1 UPGRADES - DES	9,747.50
	175782	PUMP STATION #1 UPGRADES - DES	9,860.00
		VENDOR TOTAL:	23,313.50
55555-MISC EMPLOYEE VENDOR			
	175719	SAFETY BOOT REIMBURSEMENT	100.00
		VENDOR TOTAL:	100.00

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1958-PCA ENGINEERING INC			
	175659	MISC TESTING - BUNDY & LINCOLN	275.00
	175661	MISC TESTING - 1214 JACK PLANE LANE	275.00
		VENDOR TOTAL:	550.00
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	175663	DONKEY CREEK PS1 CAMERA AND GATE CONTROL	2,903.63
		VENDOR TOTAL:	2,903.63
2152-ROCKY MOUNTAIN HOIST SERVICE			
	175564	ANNUAL HOIST INSPECTION AT PUMP STATION #1	2,125.00
		VENDOR TOTAL:	2,125.00
1802-SIMON CONTRACTORS			
	175562	ROAD BASE	1,204.79
		VENDOR TOTAL:	1,204.79
		DIVISION TOTAL:	173,496.43
		DEPARTMENT TOTAL:	173,496.43
		FUND TOTAL:	173,645.68

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
5026-CELSE, MARTINA			
	175725	UB 39592 4803 MILTON ST	200.00
		VENDOR TOTAL:	200.00
88888-MISC UTILITY OVERPAYMENTS			
	175472	UE 42390 216 COLLEGE PARK	48.84
	175473	UE 35054 701 EXPRESS	78.92
	175474	UE 39004 2303 CHERYL	208.99
	175475	UE 17633 2633 LEDOUX	65.21
	175476	UE 39770 3913 ARIEL	148.14
	175477	UE 5996 1490 4-J	189.65
	175478	UE 20757 7127 ROBIN	178.67
	175479	UE 18276 1106 CHURCH	162.96
	175480	UE 32364 4514 RUNNING W	137.71
	175481	UE 27614 1101 DESERT HILLS	45.75
	175483	UE 35134 703 EXPRESS	176.42
	175484	UE 14270 602 LARAMIE	145.35
	175485	UE 6346 614 VIVIAN	31.05
	175486	UE 18406 1301 8TH	156.82
	175487	UE 6486 701 VIVIAN	160.56
	175488	UE 9694 227 WESTHILLS	40.54
	175489	UE 42600 2677 LEDOUX	80.65
	175490	UE 20658 7131 ROBIN	113.07
	175491	UE 14240 602 LARAMIE	191.33
	175492	UE 32720 4528 RUNNING W	139.28
	175493	UE 16140 111 RICHARDS - L STEDMAN	85.17
	175494	UE 33728 824 GURLEY	165.58
	175495	UE 4870 2513 DOGWOOD	133.22
	175511	UE 39942 1930 HARVEST MOON	26.54
	175512	UE 16140 111 RICHARDS - L STEDMAN	114.83
	175513	UE 17593 2629 LEDOUX	45.60

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
175514	UE 19647 306 3RD		249.65
175515	UE 32314 4512 RUNNING W		96.44
175516	UE 32700 4528 RUNNING W		163.77
175517	UE 35280 709 EXPRESS		168.52
175518	UE 29676 1669 PATHFINDER		2.03
175519	UE 13802 500 LONGMONT		37.50
175520	UE 18302 1025 CHURCH		42.57
175521	UE 6286 508 VIVIAN		118.54
175522	UE 24498 1801 WARLOW		52.84
175523	UE 11674 25 CHINOOK		57.78
175525	UE 3706 201 BOXELDER		145.42
		VENDOR TOTAL:	4,205.91
		DIVISION TOTAL:	4,405.91
		DEPARTMENT TOTAL:	4,405.91

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1447-ANIXTER POWER SOLUTIONS			
	175800	ORIGINAL PO 2231179 * ELECTRICAL FR	168.90
	175882	ORIGINAL PO 2240553 * FR EW	218.00
		VENDOR TOTAL:	386.90
1628-DIJULIO DISPLAYS INC			
	175732	BANDS	1,299.79
		VENDOR TOTAL:	1,299.79
1684-DRM INC			
	175733	ANNUAL TRENCHING AND BORING AG	20,840.19
		VENDOR TOTAL:	20,840.19
1264-MCM GENERAL CONTRACTORS			
	175734	ANNUAL TRENCHING AND BORING AG	1,948.50
	175735	ANNUAL TRENCHING AND BORING AG	23,674.30
	175736	ANNUAL TRENCHING AND BORING AG	33,547.80
	175737	ANNUAL TRENCHING AND BORING AG	37,121.55
	175738	ANNUAL TRENCHING AND BORING AG	1,230.00
	175741	ANNUAL TRENCHING AND BORING AG	1,300.00
	175754	ANNUAL TRENCHING AND BORING AG	2,565.75
	175755	ANNUAL TRENCHING AND BORING AG	1,007.50
		VENDOR TOTAL:	102,395.40
55555-MISC EMPLOYEE VENDOR			
	175714	SAFTY BOOT REIMBURSEMENT	200.00
		VENDOR TOTAL:	200.00
2035-POWDER RIVER ENERGY CORPORATION			
	175620	MAY 2024 69KV WHEELING	5,250.00
		VENDOR TOTAL:	5,250.00
2071-PROELECTRIC INC			
	175742	ANNUAL MISCELLANEOUS ELECTRICAL	1,174.78
		VENDOR TOTAL:	1,174.78

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2289-WESCO DISTRIBUTION INC		
175731	NITROGEN PRESSURE RELAY MADISON SUBSTATION	760.00
	VENDOR TOTAL:	760.00
	DIVISION TOTAL:	132,307.06
	DEPARTMENT TOTAL:	132,307.06
	FUND TOTAL:	136,712.97

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
175536	UNIFORM CLEANING	143.44
175690	UNIFORM CLEANING	139.78
	VENDOR TOTAL:	283.22
1447-ANIXTER POWER SOLUTIONS		
175803	REPLACEMENT WWTF NETWORK HARDWARE	1,911.90
175804	REPLACEMENT WWTF NETWORK HARDWARE	1,002.62
175805	REPLACEMENT WWTF NETWORK HARDWARE	573.60
175806	REPLACEMENT WWTF NETWORK HARDWARE	2,051.00
	VENDOR TOTAL:	5,539.12
3894-CAMPBELL COUNTY LANDFILL		
175684	JUNE 2023 WASTE WATER LANDFILL CHARGES	710.25
	VENDOR TOTAL:	710.25
1522-CUES INC		
175609	REPAIRS	1,166.57
175746	REPAIRS	4,068.84
	VENDOR TOTAL:	5,235.41
1852-FEDERAL EXPRESS CORPORATION		
175745	MISC SHIPPING	191.73
	VENDOR TOTAL:	191.73
4427-G & R CONTROLS INC		
175583	REPAIRS	1,030.00
	VENDOR TOTAL:	1,030.00
1422-GILLETTE CONTRACTORS SUPPLY INC		
175826	3" VALVE WITH EPDM INSERT	1,028.90
	VENDOR TOTAL:	1,028.90
1450-HDR ENGINEERING INC		
175796	WWTP PHASE II PROJECTS	5,345.00
175797	WWTF HEADWORKS IMPROVEMENTS PR	24,323.45
	VENDOR TOTAL:	29,668.45

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1549-HILLCREST SPRING WATER INC			
	175744	DISTILLED WATER	162.50
		VENDOR TOTAL:	162.50
1919-PAINTBRUSH SEWER & DRAIN			
	175645	RAN CAMERA TO VIEW REPAIRED WIRE	285.00
		VENDOR TOTAL:	285.00
2114-RAILROAD MANAGEMENT CO LLC			
	175646	LICENSE FEES - 12.5" SEWER PIPELINE	4,920.83
		VENDOR TOTAL:	4,920.83
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	175612	BUILDING INTRUSTION PROJECT	6,540.08
	175613	BUILDING INTRUSTION PROJECT	4,098.79
	175614	BUILDING INTRUSTION PROJECT	1,244.99
	175615	BUILDING INTRUSTION PROJECT	3,078.05
	175616	BUILDING INTRUSTION PROJECT	980.00
		VENDOR TOTAL:	15,941.91
2171-TW ENTERPRISES INC			
	175610	GENERATOR REPAIR	230.00
	175611	GENERATOR REPAIR	80.00
		VENDOR TOTAL:	310.00
		DIVISION TOTAL:	65,307.32
		DEPARTMENT TOTAL:	65,307.32
		FUND TOTAL:	65,307.32

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Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
4434-MANPOWER US INC		
175598	TEMP CUSTODIAN	903.20
	VENDOR TOTAL:	903.20
	DIVISION TOTAL:	903.20
	DEPARTMENT TOTAL:	903.20
	FUND TOTAL:	903.20

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
175801	ELECTRICAL INVENTORY	6,554.00
175802	ELECTRICAL INVENTORY	2,000.00
175807	ELECTRICAL INVENTORY	522.50
175808	ELECTRICAL INVENTORY	3,265.32
175809	WATER INVENTORY	162.72
175810	ELECTRICAL INVENTORY	2,202.00
175811	ELECTRICAL INVENTORY	40.92
175883	ELECTRICAL INVENTORY	56.84
175884	ELECTRICAL INVENTORY	231.92
175885	ELECTRICAL INVENTORY	471.44
175886	ELECTRICAL INVENTORY	89.76
	VENDOR TOTAL:	15,597.42
3026-BFT LP		
175819	PARKS INVNETORY	395.19
	VENDOR TOTAL:	395.19
1197-BORDER STATES ELECTRIC		
175821	PARKS INVNETORY	113.28
175822	ELECTRICAL INVENTORY- CAMPOREE	301.84
175890	ELECTRICAL INVENTORY- CAMPOREE	603.68
	VENDOR TOTAL:	1,018.80
1464-CRESCENT ELECTRIC SUPPLY		
175841	ELECTRICAL INVENTORY	809.00
	VENDOR TOTAL:	809.00
1574-DANA KEPNER COMPANY INC		
175842	WASTEWATER INVENTORY	5,405.00
175843	WATER INVENTORY	735.00
175895	WATER INVENTORY	2,865.94
175896	WATER INVENTORY	7,635.00
175897	WATER INVENTORY	406.00

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
	VENDOR TOTAL:	17,046.94
1870-FLAGSHOOTER LLC		
175845	ELECTRICAL INVENTORY	1,158.68
175846	PARKS INVENTORY	149.21
	VENDOR TOTAL:	1,307.89
1422-GILLETTE CONTRACTORS SUPPLY INC		
175823	WATER INVENTORY	1,205.36
175824	ELECTRICAL INVENTORY	76.20
175825	ELECTRICAL INVENTORY	38.97
175827	WATER * BRANDON * W/O 984	551.33
175828	WATER * BRANDON * W/O 1000	8,865.71
175829	STREETS INVENTORY	1,092.00
175830	ELECTRICAL INVENTORY	410.90
175831	WATER INVENTORY	156.00
175832	WATER INVENTORY	11.70
175833	PARKS INVNETORY	398.46
175835	PARKS INVENTORY	982.85
175836	WATER INVENTORY	54.50
175837	WATER INVENTORY	1,043.40
175838	WATER INVENTORY	648.00
175839	WATER INVENTORY	2,633.29
175840	WATER INVENTORY	1,845.48
175893	WATER * BRANDON * W/O 984	34.56
175894	ELECTRICAL INVENTORY	281.42
	VENDOR TOTAL:	20,330.13
1947-GILLETTE WINNELSON COMPANY		
175847	WATER INVENTORY	36.00
	VENDOR TOTAL:	36.00

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
4895-HD SUPPLY INC			
	175873	WATER INVENTORY- NEW ITEMS	682.10
		VENDOR TOTAL:	682.10
3970-HOTLINE ELECTRICAL			
	175849	ELECTRICAL INVENTORY	8,037.68
		VENDOR TOTAL:	8,037.68
1511-NORCO INC			
	175857	PARKS INVNETORY	131.50
	175858	ELECTRICAL INVENTORY	26.04
	175860	ELECTRICAL INVENTORY	178.78
		VENDOR TOTAL:	336.32
2198-STUART C. IRBY CO			
	175871	ELECTRICAL INVENTORY	76.00
		VENDOR TOTAL:	76.00
4424-TMMI, LLC			
	175904	ELECTRICAL INVENTORY	7,511.44
		VENDOR TOTAL:	7,511.44
2336-TRAFFIC & PARKING CONTROL COMPANY			
	175905	TRAFFIC SAFETY INVENTORY	1,628.84
		VENDOR TOTAL:	1,628.84
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO			
	175906	WATER INVENTORY	143.32
		VENDOR TOTAL:	143.32
2731-WATERWORKS INDUSTRIES			
	175874	WATER * INVENTORY* CABLES * BRAD	1,282.00
	175907	WATER INVENTORY	4,820.00
		VENDOR TOTAL:	6,102.00
		DIVISION TOTAL:	81,059.07
		DEPARTMENT TOTAL:	81,059.07

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
2263-WASTE CONNECTIONS OF WYOMING		
175647	WARLOW YARD TRASH	1,177.95
	VENDOR TOTAL:	1,177.95
	DIVISION TOTAL:	1,177.95
	DEPARTMENT TOTAL:	1,177.95
	FUND TOTAL:	82,237.02

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
3904-CBH CO-OP			
	175891	VM * GASOLINE	34,598.61
	175892	VM * DIESEL	30,372.65
		VENDOR TOTAL:	64,971.26
4417-DOOLEY OIL, INC			
	175844	VM INVENTORY	3,080.84
		VENDOR TOTAL:	3,080.84
3398-JACK'S TRUCK CENTER INC			
	175899	VM INVENTORY	41.38
		VENDOR TOTAL:	41.38
3295-MCNEILUS TRUCK & MANUFACTURING			
	175853	VM INVENTORY	736.17
	175901	VM INVENTORY	190.97
		VENDOR TOTAL:	927.14
1291-MIDLAND IMPLEMENT CO INC			
	175854	VM INVENTORY	1,022.42
		VENDOR TOTAL:	1,022.42
2123-RECORD SUPPLY INC NAPA			
	175902	VM INVENTORY	296.66
		VENDOR TOTAL:	296.66
2190-SPENCER FLUID POWER			
	175903	VM INVENTORY	101.40
		VENDOR TOTAL:	101.40
2385-WYOMING MACHINERY CO			
	175879	VM INVENTORY	988.38
	175880	VM INVENTORY	1,144.44
		VENDOR TOTAL:	2,132.82
		DIVISION TOTAL:	72,573.92
		DEPARTMENT TOTAL:	72,573.92

Expenditure Approval Report

Check Approval Date of 07/16/2024



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
175675	PARTS	120.56
	VENDOR TOTAL:	120.56
1040-ALSCO		
175535	UNIFORM CLEANING	99.21
175689	UNIFORM CLEANING	101.93
	VENDOR TOTAL:	201.14
1167-BIG HORN TIRE INC		
175678	TIRE REPAIRS	42.00
	VENDOR TOTAL:	42.00
1171-BIGHORN HYDRAULICS INC		
175582	PARTS	8.23
175676	PARTS	5.56
175702	PARTS	1.60
	VENDOR TOTAL:	15.39
2677-CENTRAL TRUCK & DIESEL INC		
175703	PARTS	98.86
175704	PARTS	133.52
175705	PARTS	295.06
	VENDOR TOTAL:	527.44
1381-CITY OF GILLETTE		
175608	PETTY CASH REIMBURSEMENT 6/30/24	15.00
	VENDOR TOTAL:	15.00
4026-ENERGY CHAIN & SLING LLC		
175592	SLING	840.00
	VENDOR TOTAL:	840.00
4985-GILLETTE STEEL CENTER		
175677	ROUND BAR	60.47
	VENDOR TOTAL:	60.47

Expenditure Approval Report

Check Approval Date of 07/16/2024



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
4987-LAWSON PRODUCTS, INC.		
175851	VM * STOCKING PROGRAM * ADAM	4,251.76
175852	VM * STOCKING PROGRAM * ADAM	1,565.49
	VENDOR TOTAL:	5,817.25
1291-MIDLAND IMPLEMENT CO INC		
175568	PARTS	46.83
	VENDOR TOTAL:	46.83
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC		
175565	TESTING	181.55
175566	TESTING	55.95
	VENDOR TOTAL:	237.50
3929-PURVIS INDUSTRIES, LLC		
175679	PARTS	89.03
	VENDOR TOTAL:	89.03
4967-RDO EQUIPMENT CO		
175674	PARTS	79.80
	VENDOR TOTAL:	79.80
2123-RECORD SUPPLY INC NAPA		
175584	PARTS	14.53
175585	PARTS	14.53
175586	PARTS	165.42
175587	PARTS	57.31
175589	parts	35.11
175590	PARTS	308.54
175591	PARTS	360.37
175681	PARTS	410.72
175682	PARTS	46.98
175683	PARTS	24.31
175707	PARTS	77.16
175708	PARTS	85.88

Expenditure Approval Report

Check Approval Date of 07/16/2024



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2123-RECORD SUPPLY INC NAPA		
175709	PARTS	25.78
175710	PARTS	15.92
	VENDOR TOTAL:	1,642.56
1976-STOTZ EQUIPMENT		
175680	PARTS	44.27
	VENDOR TOTAL:	44.27
2315-THUNDER BASIN FORD LLC		
175706	PARTS	44.25
	VENDOR TOTAL:	44.25
2269-WAUSAU EQUIPMENT COMPANY INC		
175567	PARTS	1,195.92
	VENDOR TOTAL:	1,195.92
	DIVISION TOTAL:	11,019.41
37-VEHICLE REPLACEMENT		
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
175872	VEHICLE MAINTENANCE * TOOL CABINET * JIM	2,249.40
	VENDOR TOTAL:	2,249.40
	DIVISION TOTAL:	2,249.40
	DEPARTMENT TOTAL:	13,268.81
	FUND TOTAL:	85,842.73

Expenditure Approval Report
Check Approval Date of 07/16/2024



Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
175496	GB Customer ID 33606 Bill #19513	449.46
	VENDOR TOTAL:	449.46
	DIVISION TOTAL:	449.46
	DEPARTMENT TOTAL:	449.46

Expenditure Approval Report

Check Approval Date of 07/16/2024



	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1511-NORCO INC			
	175597	WELDING SUPPLIES	469.51
		VENDOR TOTAL:	469.51
2260-WARM			
	175692	LEVEL 4 CYBER COVERAGE 7/1/24-7/1/25	13,220.82
	175693	CRIME COVERAGE 7/1/24-7/1/25	1,457.08
	175694	PROPERTY ASSESSMENT 7/1/24-7/1/25	527,246.50
	175695	LIABILITY ASSESSMENT 7/1/24-7/1/25	334,316.67
		VENDOR TOTAL:	876,241.07
2296-WESTERN SERVICES LLC			
	175575	REPAIR VINYL FENCE AT DOUD PARK	350.00
		VENDOR TOTAL:	350.00
		DIVISION TOTAL:	877,060.58
		DEPARTMENT TOTAL:	877,060.58
		FUND TOTAL:	877,510.04
		GRAND TOTAL:	5,012,673.80

Expenditure Approval Report
Check Approval Date of 07/02/2024



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
1285-CAMPBELL COUNTY PUBLIC LAND BOARD CAMPLEX		
175509	FY23/24 CAMPOREE AND CAPITAL FUNDING REQ #7	348,565.57
	VENDOR TOTAL:	348,565.57
	DIVISION TOTAL:	348,565.57
	DEPARTMENT TOTAL:	348,565.57
	FUND TOTAL:	348,565.57

Expenditure Approval Report
Check Approval Date of 07/02/2024



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3398-JACK'S TRUCK CENTER INC		
175510	NEW 2024 SINGLE AXLE TRUCK	136,635.00
	VENDOR TOTAL:	136,635.00
	DIVISION TOTAL:	136,635.00
	DEPARTMENT TOTAL:	136,635.00
	FUND TOTAL:	136,635.00
	GRAND TOTAL:	485,200.57

Expenditure Approval Report
Check Approval Date of 07/10/2024



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
1864-FIRST NATIONAL BANK OF GILLETTE		
175793	CERTIFICATE OF DEPOSIT	1,000,000.00
	VENDOR TOTAL:	1,000,000.00
	DIVISION TOTAL:	1,000,000.00
	DEPARTMENT TOTAL:	1,000,000.00
	FUND TOTAL:	1,000,000.00
	GRAND TOTAL:	1,000,000.00

Expenditure Approval Report
Check Approval Date of 06/30/2024



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
3960-MII LIFE INSURANCE, INCORPORATED		
175507	WEEKLY CLAIMS	3,689.95
	VENDOR TOTAL:	3,689.95
	DIVISION TOTAL:	3,689.95
	DEPARTMENT TOTAL:	3,689.95
	FUND TOTAL:	3,689.95

Expenditure Approval Report
Check Approval Date of 06/30/2024



Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
175508	PRESCRIPTION DRUG COSTS, CLAIMS, COTIVITI, REBATES	-447,752.21
	VENDOR TOTAL:	-447,752.21
	DIVISION TOTAL:	-447,752.21
	DEPARTMENT TOTAL:	-447,752.21

Expenditure Approval Report
Check Approval Date of 06/30/2024



Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
175508	PRESCRIPTION DRUG COSTS, CLAIMS, COTIVITI, REBATES	456,313.95
	VENDOR TOTAL:	456,313.95
	DIVISION TOTAL:	456,313.95
	DEPARTMENT TOTAL:	456,313.95
	FUND TOTAL:	8,561.74
	GRAND TOTAL:	12,251.69

Expenditure Approval Report
Check Approval Date of 07/08/2024



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3960-MII LIFE INSURANCE, INCORPORATED			
	175721	WEEKLY CLAIMS	2,022.88
		VENDOR TOTAL:	2,022.88
		DIVISION TOTAL:	2,022.88
		DEPARTMENT TOTAL:	2,022.88
		FUND TOTAL:	2,022.88

Expenditure Approval Report
Check Approval Date of 07/08/2024



Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2697-BLACK HILLS WYOMING LLC		
175720	JULY 2024 CTII GROUND LEASE	4,391.28
	VENDOR TOTAL:	4,391.28
2365-WYODAK RESOURCES DEVELOPMENT CORP		
175722	WYGEN III GROUND LEASE	44,247.06
	VENDOR TOTAL:	44,247.06
	DIVISION TOTAL:	48,638.34
	DEPARTMENT TOTAL:	48,638.34
	FUND TOTAL:	48,638.34

Expenditure Approval Report
Check Approval Date of 07/08/2024



Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
175723	JUNE 2024 ADMIN FEES AND STOP/LOSS	103,061.84
175724	PRESCRIPTIONS, WEEKLY CLAIMS, COVITITI, ADDL ITEMS	66,449.11
	VENDOR TOTAL:	169,510.95
	DIVISION TOTAL:	169,510.95
	DEPARTMENT TOTAL:	169,510.95
	FUND TOTAL:	169,510.95
	GRAND TOTAL:	220,172.17



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Part-Time Municipal Judge Employment Agreement Between the City of Gillette, Wyoming, and Alison O. Gee.

BACKGROUND:

This agreement contemplates hiring Alison O. Gee to serve as a part-time judge for the City's municipal court. Ms. Gee would serve as a municipal judge along with one other part time municipal judge.

This agreement requires Ms. Gee serve a municipal judge on a month-on-month-off rotation along with the City's other municipal judge. In exchange for these services, the City will pay Ms. Gee \$55,000.00 per year. The term for this agreement would last until the end of this calendar year and then automatically renew upon council appointment.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for approval of the Part-Time Municipal Judge Employment Agreement Between the City of Gillette, Wyoming, and Alison O. Gee.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

Click to download

☐ [Municipal Judge Contract](#)

**PART-TIME MUNICIPAL JUDGE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF
GILLETTE, WYOMING, AND ALISON O. GEE**

1. **Parties.** The parties to this Employment Agreement (“Agreement”) are Alison O. Gee (“Employee”), whose address is 183 Overbrook Road, Gillette, WY 82718; and the City of Gillette, Campbell County, Wyoming, (“Employer” or “City”) whose address is 201 East 5th Street, Gillette, WY 82716. Employee and City are sometimes referred to as the "parties."
2. **Background and Purpose of Agreement.** The City operates a Municipal Court. As part of this function, the City employs two part-time Municipal Court Judges that preside over Municipal Court on a rotating, month-on month-off basis. The purpose of this Agreement is to secure and retain the professional services of the Employee as one of the City’s Municipal Judges, as authorized by Section 2-2 of the Gillette City Code, as amended. Specifically, the Agreement will (1) state the duties of the Employee as a Municipal Judge; (2) identify the responsibilities of the Employer; (3) set the term of the Agreement; and, (4) set the Employee’s compensation.
3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The initial term of the Agreement is from July 16, 2024, through December 31, 2024. This Agreement will renew for successive one-year terms contingent upon appointment each year, unless terminated in accordance with this Agreement.
4. **Compensation.** The Employer shall compensate the Employee for the services described herein as follows:
 - A. **Salary.** The Employer agrees to pay Employee an annual base salary of Fifty-Five Thousand Dollars and No Cents (\$55,000.00), minus all legally required and Employee-elected deductions, payable in bi-weekly installments.
 - B. **Wyoming Retirement.** The City shall pay contributions of 18.62% of salary to the Wyoming Retirement System, but shall modify this amount based on any State mandated plan fluctuations. All retirement plan contributions shall be effective as of the effective date of this Agreement. Employee agrees that the City may, in its sole discretion, add, alter, amend, modify or terminate such benefits at any time without any notice as allowed by law.
 - C. **Insurance.** The City shall provide Employee access to the City’s health, dental, and vision insurance plans. Employee shall make all required premium payments for any insurance elected by Employee during the term of this Agreement. The City will not contribute any funds towards Employee’s premium payments.
5. **Responsibilities of Employee.** The services to be provided by Employee include:
 - A. **Schedule of Coverage.** In coordination with the other Municipal Court Judges, Employee shall create a written schedule to ensure the proceedings

of the Municipal Court are continually covered. Employee shall provide such written schedule to the Municipal Court Clerk. Any agreed upon changes or amendments to this schedule must be provided in writing to the Municipal Court Clerk.

- B. **General Responsibilities; Conflicts.** During Employee's scheduled time of presiding over Municipal Court, and at other agreed upon times, Employee shall perform the functions and duties of a judge and conduct Municipal Court consistent with the Charter of the City of Gillette, Wyoming, the Gillette City Code, and W.S. 5-6-101 through W.S. 5-6-211. If a conflict requiring Employee's recusal from a matter arises, or if Employee is otherwise unable to preside over Municipal Court during any portion of Employee's scheduled time, then Employee must arrange for another Municipal Court Judge to cover such matters. Employee must notify the Municipal Court Clerk of any conflict and recusal scheduling arrangements.
- C. **Knowledge of Relevant Laws.** Employee shall learn and stay informed of the laws of the State of Wyoming, the Gillette City Code, and all other applicable laws as they pertain to Employee's services under this Agreement.
- D. **Wyoming Code of Judicial Conduct.** At all times, Employee shall adhere to the Wyoming Code of Judicial Conduct.
- E. **Bar Standing.** At Employee's sole expense, Employee shall maintain active membership, in good standing, in the Wyoming State Bar Association.
- F. **Disclosures.** Employee agrees to disclose prior to entering into this Agreement, or at such time as the Employee becomes aware of, any circumstances, contracts, or financial arrangements that would reasonably be expected to affect or be affected by actions by the City.
- G. **Confidentiality of Non-public Information.** Employee agrees not to disclose, during employment or at any time thereafter, to any person, firm, or corporation, any non-public information concerning the business or affairs of the City which Employee may have acquired in the course of or as an incident to this Agreement, unless compelled to do so pursuant to a lawful court order. This Paragraph shall survive the termination of this Agreement.
- H. **Conflicts with Private Practice.** Employee must not accept employment or cases in Employee's private practice that Employee knows, or reasonably should know, will conflict with Employee's duties under this Agreement. However, the parties acknowledge that Employee represents Campbell County School District No. 1 and that this relationship may create conflicts that will result in Employee's recusal from certain cases.

- I. **Applicability of Employee Handbook.** Notwithstanding anything to the contrary, the Employee agrees to be bound by Chapters 2 and 3 of the City of Gillette Employee Handbook (“Handbook”) as amended by the City.
 - J. **Political Activities.** Employee may not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding City of Gillette elected office, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time or funds.
 - K. **Post-termination Responsibilities.** Upon termination of employment with the City, Employee shall leave in place or return immediately, all property, including but not limited to keys, equipment, phones, pagers, automobiles, computer hardware and software, original drawings, plans, specifications, manuals, procedures, and any and all other documents of any kind which were provided to or generated by or for Employee in the course of or in connection with employment by the City.
6. **Responsibilities of City.**
- A. **Compensation.** In accordance with Section 4, the City agrees to compensate the Employee for the services described in Section 5 of this Agreement.
 - B. **Bonds.** The City shall bear the full cost of any fidelity or other bonds required of the Employee under any federal, state, or local law.
7. **General Provisions**
- A. **Amendments.** This Agreement may not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written instrument executed by all parties.
 - B. **Applicable Law/Venue.** The laws of the State of Wyoming govern the construction, interpretation, and enforcement of this Agreement. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties. Venue for any matter arising under this Agreement will be in the Sixth Judicial District, Campbell County, Wyoming.
 - C. **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 Employee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of the City.
 - D. **Availability of Funds.** Each payment obligation of the City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Employee, the

Agreement may be terminated by the City at the end of the period for which the funds are available. The City shall notify the Employee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- E. **Compliance with Laws.** The Employee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. **Entirety of Agreement.** This Agreement contains the entire agreement among the parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.
- G. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.
- H. **Ownership of Documents/Work Product.** All documents, reports, records, notes, materials, and data of any kind resulting from performance of this Agreement are at all times the property of the City.
- I. **Severability.** If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.
- J. **Governmental Immunity.** City does not waive governmental immunity by entering into this Agreement and, unless specifically and expressly waived, City retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 122 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), City does not intend to retain immunity in actions based on contract under this provision.
- K. **Termination of Agreement.** This Agreement may be terminated by either party at any time, without cause, upon thirty (30) days' written notice to the non-terminating party. In the event of termination, City will pay all compensation earned through the date of termination.

- N. **Third Party Beneficiary Rights.** With the exception of items explicitly delineated in this Agreement, 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.
- O. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
- P. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing. All waivers must be in writing and signed by all parties.

8. **Signatures.** The parties, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below.

CITY OF GILLETTE

Shay Lundvall, Mayor

Date

Alison O. Gee

Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Sean Allan Brown
Gillette City Attorney

Date



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Part-Time Municipal Judge Employment Agreement Between the City of Gillette, Wyoming, and Christopher R. Ringer.

BACKGROUND:

This agreement contemplates hiring Christopher R. Ringer to serve as a part-time judge for the City's municipal court. Mr. Ringer would serve as a municipal judge along with one other part time municipal judge.

This agreement requires Mr. Ringer serve a municipal judge on a month-on-month-off rotation along with the City's other municipal judge. In exchange for these services, the City will pay Mr. Ringer \$55,000.00 per year. The term for this agreement would last until the end of this calendar year and then automatically renew upon council appointment.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for approval of the Part-Time Municipal Judge Employment Agreement Between the City of Gillette, Wyoming, and Christopher R. Ringer.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

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☐ [Municipal Judge Contract](#)

**PART-TIME MUNICIPAL JUDGE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF
GILLETTE, WYOMING, AND CHRISTOPHER R. RINGER**

1. **Parties.** The parties to this Employment Agreement ("Agreement") are Christopher R. Ringer ("Employee"), whose address is 319 South Gillette, Ave.; and the City of Gillette, Campbell County, Wyoming, ("Employer" or "City") whose address is 201 East 5th Street, Gillette, WY 82716. Employee and City are sometimes referred to as the "parties."
2. **Background and Purpose of Agreement.** The City operates a Municipal Court. As part of this function, the City employs two part-time Municipal Court Judges that preside over Municipal Court on a rotating, month on-month off basis. The purpose of this Agreement is to secure and retain the professional services of the Employee as one of the City's Municipal Judges, as authorized by Section 2-2 of the Gillette City Code, as amended. Specifically, the Agreement will (1) state the duties of the Employee as a Municipal Judge; (2) identify the responsibilities of the Employer; (3) set the term of the Agreement; and, (4) set the Employee's compensation.
3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The initial term of the Agreement is from July 16, 2024, through December 31, 2024. This Agreement will renew for successive one-year terms contingent upon appointment each year, unless terminated in accordance with this Agreement.
4. **Compensation.** The Employer shall compensate the Employee for the services described herein as follows:
 - A. **Salary.** The Employer agrees to pay Employee an annual base salary of Fifty-Five Thousand Dollars and No Cents (\$55,000.00), minus all legally required and Employee-elected deductions, payable in bi-weekly installments.
 - B. **Wyoming Retirement.** The City shall pay contributions of 18.62% of salary to the Wyoming Retirement System, but shall modify this amount based on any State mandated plan fluctuations. All retirement plan contributions shall be effective as of the effective date of this Agreement. Employee agrees that the City may, in its sole discretion, add, alter, amend, modify or terminate such benefits at any time without any notice as allowed by law.
 - C. **Insurance.** The City shall provide Employee access to the City's health, dental, and vision insurance plans. Employee shall make all required premium payments during the term of this Agreement. The City will not contribute any funds towards Employee's premium payments.
5. **Responsibilities of Employee.** The services to be provided by Employee include:
 - A. **Schedule of Coverage.** In coordination with the other Municipal Court Judges, Employee shall create a written schedule to ensure the proceedings of the Municipal Court are continually covered. Employee shall provide such

written schedule to the Municipal Court Clerk. Any agreed upon changes or amendments to this schedule must be provided in writing to the Municipal Court Clerk.

- B. **General Responsibilities; Conflicts.** During Employee's scheduled time of presiding over Municipal Court, and at other agreed upon times, Employee shall perform the functions and duties of a judge and conduct Municipal Court consistent with the Charter of the City of Gillette, Wyoming, the Gillette City Code, and W.S. 5-6-101 through W.S. 5-6-211. If a conflict requiring Employee's recusal from a matter arises, or if Employee is otherwise unable to preside over Municipal Court during any portion of Employee's scheduled time, then Employee must arrange for another Municipal Court Judge to cover such matters. Employee must notify the Municipal Court Clerk of any conflict and recusal scheduling arrangements.
- C. **Knowledge of Relevant Laws.** Employee shall learn and stay informed of the laws of the State of Wyoming, the Gillette City Code, and all other applicable laws as they pertain to Employee's services under this Agreement.
- D. **Wyoming Code of Judicial Conduct.** At all times, Employee shall adhere to the Wyoming Code of Judicial Conduct.
- E. **Bar Standing.** At Employee's sole expense, Employee shall maintain active membership, in good standing, in the Wyoming State Bar Association.
- F. **Disclosures.** Employee agrees to disclose prior to entering into this Agreement, or at such time as the Employee becomes aware of, any circumstances, contracts, or financial arrangements that would reasonably be expected to affect or be affected by actions by the City.
- G. **Confidentiality of Non-public Information.** Employee agrees not to disclose, during employment or at any time thereafter, to any person, firm, or corporation, any non-public information concerning the business or affairs of the City which Employee may have acquired in the course of or as an incident to this Agreement, unless compelled to do so pursuant to a lawful court order. This Paragraph shall survive the termination of this Agreement.
- H. **Conflicts with Private Practice.** Employee must not accept employment or cases in Employee's private practice that Employee knows, or reasonably should know, will conflict with Employee's duties under this Agreement.
- I. **Applicability of Employee Handbook.** Notwithstanding anything to the contrary, the Employee agrees to be bound by Chapters 2 and 3 of the City of Gillette Employee Handbook ("Handbook") as amended by the City.
- J. **Political Activities.** Employee may not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising

activities for individuals seeking or holding City of Gillette elected office, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time or funds.

- K. **Post-termination Responsibilities.** Upon termination of employment with the City, Employee shall leave in place or return immediately, all property, including but not limited to keys, equipment, phones, pagers, automobiles, computer hardware and software, original drawings, plans, specifications, manuals, procedures, and any and all other documents of any kind which were provided to or generated by or for Employee in the course of or in connection with employment by the City.

6. **Responsibilities of City.**

- A. **Compensation.** In accordance with Section 4, the City agrees to compensate the Employee for the services described in Section 5 of this Agreement.
- B. **Bonds.** The City shall bear the full cost of any fidelity or other bonds required of the Employee under any federal, state, or local law.

7. **General Provisions**

- A. **Amendments.** This Agreement may not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written instrument executed by all parties.
- B. **Applicable Law/Venue.** The laws of the State of Wyoming govern the construction, interpretation, and enforcement of this Agreement. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties. Venue for any matter arising under this Agreement will be in the Sixth Judicial District, Campbell County, Wyoming.
- C. **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 Employee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of the City.
- D. **Availability of Funds.** Each payment obligation of the City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Employee, the Agreement may be terminated by the City at the end of the period for which the funds are available. The City shall notify the Employee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this

section.

- E. **Compliance with Laws.** The Employee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. **Entirety of Agreement.** This Agreement contains the entire agreement among the parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.
- G. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.
- H. **Ownership of Documents/Work Product.** All documents, reports, records, notes, materials, and data of any kind resulting from performance of this Agreement are at all times the property of the City.
- I. **Severability.** If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.
- J. **Governmental Immunity.** City does not waive governmental immunity by entering into this Agreement and, unless specifically and expressly waived, City retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 122 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), City does not intend to retain immunity in actions based on contract under this provision.
- K. **Termination of Agreement.** This Agreement may be terminated by either party at any time, without cause, upon thirty (30) days' written notice to the non-terminating party. In the event of termination, City will pay all compensation earned through the date of termination.
- N. **Third Party Beneficiary Rights.** With the exception of items explicitly delineated in this Agreement, 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.

O. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.

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

8. **Signatures.** The parties, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below.

CITY OF GILLETTE

Shay Lundvall, Mayor

Date



Christopher R. Ringer

7/2/2024

Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Sean Allan Brown
Gillette City Attorney

Date



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Appointment of Alison O. Gee and Christopher R. Ringer as Municipal Judges for the Remainder of 2024.
(Followed by the Swearing-In Ceremony by Judge Paul Phillips)

BACKGROUND:

ACTUAL COST VS. BUDGET:

I move to Appoint Alison O. Gee and Christopher Ringer as Municipal Judges for the Remainder of 2024.

SUGGESTED MOTION:

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve a Pre-Annexation Agreement Between the City of Gillette and Doug Hochhalter for Property Located at 517 E Sinclair Street.

BACKGROUND:

The Owner is seeking a Pre-Annexation Agreement with the City of Gillette for property located at 517 E Sinclair Street. The landowner is requesting that the Pre-Annexation Agreement grant them sewer services. Currently, a sanitary sewer 8-inch main runs parallel to the property in the Sinclair right-of-way and there is an existing stub out to 517 E Sinclair. The property will not be serviced by city water or electrical services.

The property is currently in the County in the Creekside Subdivision and zoned I-1, Light Industrial. There is currently one single family home on the property with associated accessory structures.

With Council Approval for Permission to Negotiate granted at the July 2, 2024, meeting, staff and property owners have reached an agreement where they will be granted access to the city's sewer system.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move for Approval of a Pre-Annexation Agreement Between the City of Gillette and Doug Hochhalter for Property Located at 517 E Sinclair Street.

STAFF REFERENCE:

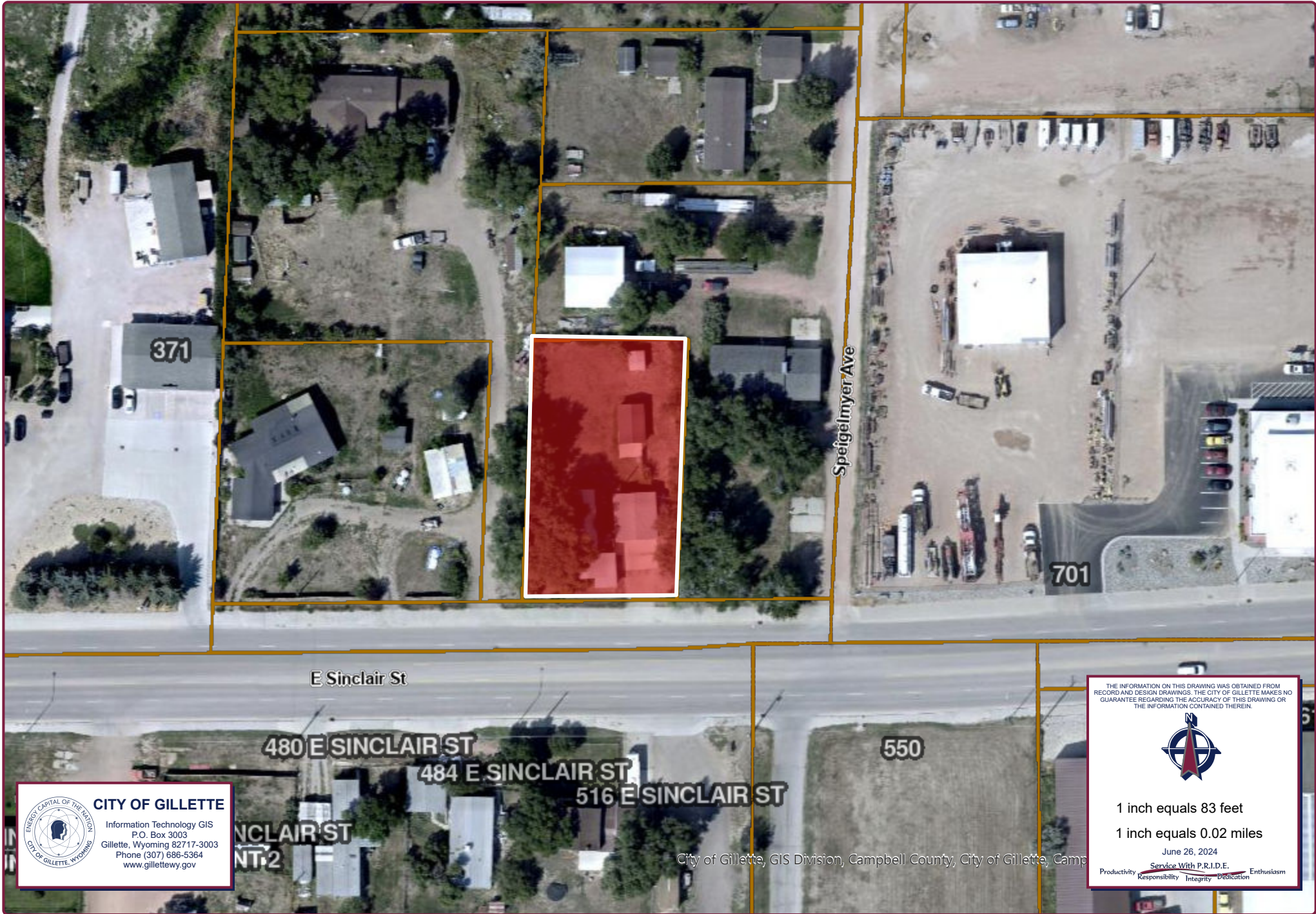
MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

Click to download

- ☐ [Vicinity Map](#)
- ☐ [Southside I&SD](#)
- ☐ [Pre-Annexation Agreement](#)
- ☐ [County Subdivision Plat](#)

517 E Sinclair Street



CITY OF GILLETTE

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

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1 inch equals 83 feet

1 inch equals 0.02 miles

June 26, 2024

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

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



CITY OF GILLETTE

Utilities Department

611 N. Exchange Ave. • Gillette, Wyoming 82716
Phone 307.686.5276 • Fax 307.686.6564
www.gillettewy.gov

March 22, 2021

Southside Well Improvement and Service District
Attn: Rex Markley, President
455 Carlisle Street
Gillette, WY 82718

**RE: Southside Well Improvement and Service District
Water Service Agreement**

Rex,

Attached is a fully-executed original of the above referenced Agreement for your records. The Governing Body of the City of Gillette approved this Agreement during the March 16, 2021 City Council Meeting. The effective date of this agreement will be April 1, 2021, which is the date the new rates will go into effect.

Thank you. Please feel free to contact me at 307.686.5262 or mikec@gillettewy.gov if you have any questions.

Sincerely,
CITY OF GILLETTE

Michael H. Cole, P.E.
Utilities Director

Enclosure 2021 Southside Well & Improvement District Water Service Agreement SIGNED

copy: Michelle Henderson, Finance Director, City of Gillette
Laura Shamion, Utility Services Manager, City of Gillette
Howard Jones, Water Manager, City of Gillette

File: \UA\ADMINISTRATION\MC\2020\201201_Water and Sewer Agreements\Southside Well & Improvement District

City of Gillette and Southside Well Improvement and Service District Water Service Agreement

This Water Service Agreement ("Agreement") is made and entered into by and between the City of Gillette, Wyoming, a municipal corporation and City of the First Class, 201 East Fifth Street, Gillette, Wyoming ("City"), and Southside Well Improvement and Service District, a Wyoming Improvement and Service District, 455 Carlisle Street, Gillette, Wyoming, 82718 ("Customer").

WHEREAS, the City and Campbell County, Wyoming ("County") have entered into a Joint Powers Agreement ("JPA"), to develop a regional system for water supply.

WHEREAS, the City owns and operates the Gillette Regional Water Supply System ("Project"). The City is responsible for compliance with all federal and state regulations pertaining to the USEPA Safe Drinking Water Act (SDWA) and other qualitative or quantitative rules, the costs of which will be included in the Project.

WHEREAS, the JPA authorizes service from the Project to wholesale customers in the Designated Service Area ("DSA").

WHEREAS, the Customer operates a domestic water system within the DSA that serves twenty (20) land parcels, described in Exhibit A, which is attached and made a part of this Agreement.

WHEREAS, the Customer requests connection to the Project.

WHEREAS, the JPA authorizes two (2) Types of Service from the Project:

1. Type 1 - Service connections made directly to facilities constructed to the Wholesale Transmission System as part of the Project. Type 1 Service connections receive water service from the City that satisfies the Customer's estimated Peak Day demand. Customers receiving Type 1 service rely on water storage tanks and pumps downstream of the master meter designated point of connection to satisfy Peak Hour demands for regulatory compliance. Customers receiving Type 1 service are billed on a monthly basis at the City's established Wholesale Rate.

2. Type 2 - Service connections made directly to the Gillette Distribution System. Type 2 Service connections receive water service from the City that satisfies the Customer's estimated Peak Hour demand. Customers receiving Type 2 service are billed on a monthly basis at the City's established Wholesale Rate and the City's established Distribution Rate.

WHEREAS, the Customer requests Type 2 Service.

WHEREAS, the JPA authorizes two (2) Levels of Service ("LOS"):

1. LOS A - continuous, year-round water service.
2. LOS B - standby intermittent service (seasonal peak or off-peak, or emergency and/or fire flow service).

WHEREAS, the Customer requests LOS A.

WHEREAS, the Parties understand and agree that the Customer is responsible for operations and maintenance, repairs, upgrades, regulatory compliance, and adequate funding for its domestic water system including all related activities on the Customer side of the master meter.

WHEREAS, the Parties intend this agreement to formalize and fully set forth their complete understanding and agreement concerning their respective duties and obligations.

THEREFORE, the Parties agree to enter into this Agreement under the following terms and conditions:

1. The City agrees to provide water service subject to Type and LOS requested by the Customer in accordance with the terms and policies of the JPA. The Customer shall be billed in accordance with the financial policies and rates established pursuant to the JPA. A Customer may change their level of service by notifying the City, in writing. Unless additional facilities need to be constructed, the change will be made no later than thirty (30) days after receipt of the written change of service request. The Customer may only make two (2) changes in LOS in one calendar year.

2. The Parties agree that the Customer shall utilize a single master metered water service connection to provide City water. A system development charge ("SDC") shall be assessed and collected from each metered customer prior to service. The SDC charged will be calculated as prescribed in the JPA and current City ordinance. The Customer will pay the SDC for new connections to the Project at the rate in effect on the date of hookup. The SDC is waived for the special districts, subdivisions and other regional users listed in Exhibit C to the Gillette Regional Water Supply System Joint Powers Agreement ("Regional Participants"). If the Customer requests a larger meter after initial installation, the Customer shall receive a credit for the SDC originally paid. If the Customer requests to reduce the size of the meter, no credit is available.

3. The Customer will pay monthly for all the water measured through the master metered water connection with the City, including water used by Customer for maintenance purposes. The level and structure of rates collected from all Customer user groups will be implemented through the City's current ordinances and will be calculated in accordance with the financial policies and rates established through the procedures specified in the JPA. Monthly payment shall commence as soon as water is available for delivery to the Customer.

4. A meter vault and master meter will be installed at the designated point of connection in compliance with City regulations for the Regional Participants. The City owns and maintains the system up to the designated point of connection. The designated point of connection shall be defined in the construction documents for the Customer.

5. The Customer shall submit the plans for the facilities from the Project to the designated point of connection to the City for review and approval before the start of construction. Any facilities on the Customer side of the master meter will be reviewed and permitted by the Wyoming Department of Environmental Quality. The Customer shall submit a copy of the DEQ permit to construct for any project to extend or enlarge its water system in order to serve any land outside of the Customer's service area or to accommodate resubdivisions of existing lots. There shall be no lease, sale, assignment or transfer of ownership of water from the Project for purposes other than municipal and rural domestic use such as through a bulk fill station for industrial use.

6. The City shall use the twenty million dollars (\$20,000,000.00) from the Special Excise Tax approved on May 3, 2011, for infrastructure required to extend and connect special districts, subdivisions and other regional users located outside the City limits to the Gillette Regional Water Supply Project as set out in the Gillette Regional Water Supply System Joint Powers Agreement dated December 21, 2010, and, to the extent necessary and allowed by law, the pledge or use to the payment of debt service and/or lease payments in connection therewith. To the extent that funds are available for this purpose the City shall design and construct the infrastructure to connect the Regional Participants to the Project. Facilities of the Customer that are downstream of the master meter are "non-Project" components according to the JPA and are not eligible for State funding.

7. The Customer shall be responsible for water quality through their system. The Customer shall comply with all State, Federal and local requirements for the operation and maintenance of their private community water system. The Customer 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 Customer's failure to perform any of Customer's duties and obligations hereunder or in connection with the negligent performance of Customer's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Customer's actions.

8. The Customer shall establish and maintain adequate financial reserves for the operation and maintenance of its water system. The Customer shall collect charges for water in an amount which is sufficient to pay for the water delivered by the City. In the event the Customer is in default under this agreement or has become insolvent, the Parties agree that after thirty (30) days written notice the City may discontinue service under the provisions contained in City ordinances.

9. The Parties recognize that emergency conservation measures may be implemented on a regional basis in order to meet an emergency condition or a regional water shortage. For purposes of illustration, but not limitation, the procedures to be used in the event of a weather-related regional water shortage are described in Section 17-32 of the Gillette City Code, entitled *Proclamation limiting use of water*.

10. The City may temporarily interrupt or reduce deliveries of water to the Customer, if the City, in its sole discretion, determines that the interruption or

reduction is necessary due to system emergencies; in order to install equipment, make repairs, replacements, investigation and inspections; or to perform maintenance work on the Regional Water Supply System or those parts of the system supplying the wholesale customer. Except in cases of emergency, the City shall provide reasonable written notice of any interruption or reduction. The Customer shall indemnify, defend, and hold harmless the City, and its officers, agents, employees, successors, and assignees from any claims for injury or damage related to interrupted or reduces deliveries of water.

11. This Agreement represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

12. This Agreement is effective when all parties have executed it and all required approvals have been granted. The terms of this agreement shall bind the parties hereto and their successors and assigns. 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. Any assignment without the prior written approval of the City is void.

13. The Customer understands and agrees it is subject to the terms of the all City ordinances, as amended, regarding the payment of utility bills. This Agreement shall continue for so long as Customer is a customer in good standing, provided however that a Customer may terminate this agreement upon seventy five (75) days written notice.

14. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

15. Disputes between the Customer and the City regarding this Agreement will be handled according to JPA Sections 5.4 (g) (g.1):

a. General Disputes: The dispute resolution process for general disputes shall follow a three-step process.

Step 1: The first step in any dispute involves a good faith effort on the part of the Customer and the City to resolve any disagreement by informal discussions.

Step 2: If at any time the Customer or the City determines that such informal discussions in Step 1 will not result in a resolution, that party may request a review be initiated by the Regional Water Panel established in the JPA. The Regional Water Panel's decision will be made in writing to the Parties within 45 days.

Step 3: Either party may appeal the decision of the Regional Water Panel within 30 days from the date of the Regional Water Panel's written decision through the Wyoming legal system in a forum using a judge without a jury.

The costs incurred by each PARTY for the general dispute resolution process shall be paid individually by each respective PARTY.

b. **Rate-related Disputes:** The establishment of the level and structure of Rates and SDC charges for the Project are set by the JPA process through actions by the City of Gillette and Campbell County and are not subject to dispute by Customers. Disputes over implementation of these rates and SDC can be resolved through Section 15.a., above.

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

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

either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

Dated this 25 day of Feb 2021.

Customer

BY Rex Markley
Southside Well Improvement and Service District,
A Wyoming Improvement and Service District

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged before me by Rex Markley in their official capacity as President of Southside Well Improvement and Service District, a Wyoming Improvement and Service District on this 25 day of February, 2021.

Witness my hand and official seal.



My Commission Expires:
January 26, 2025

Rebecca Vondrak
Notary Public

City of Gillette

Louise Carter-King
Louise Carter-King, Mayor

(SEAL)

ATTEST:

Cindy Staskiewicz
Cindy Staskiewicz, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

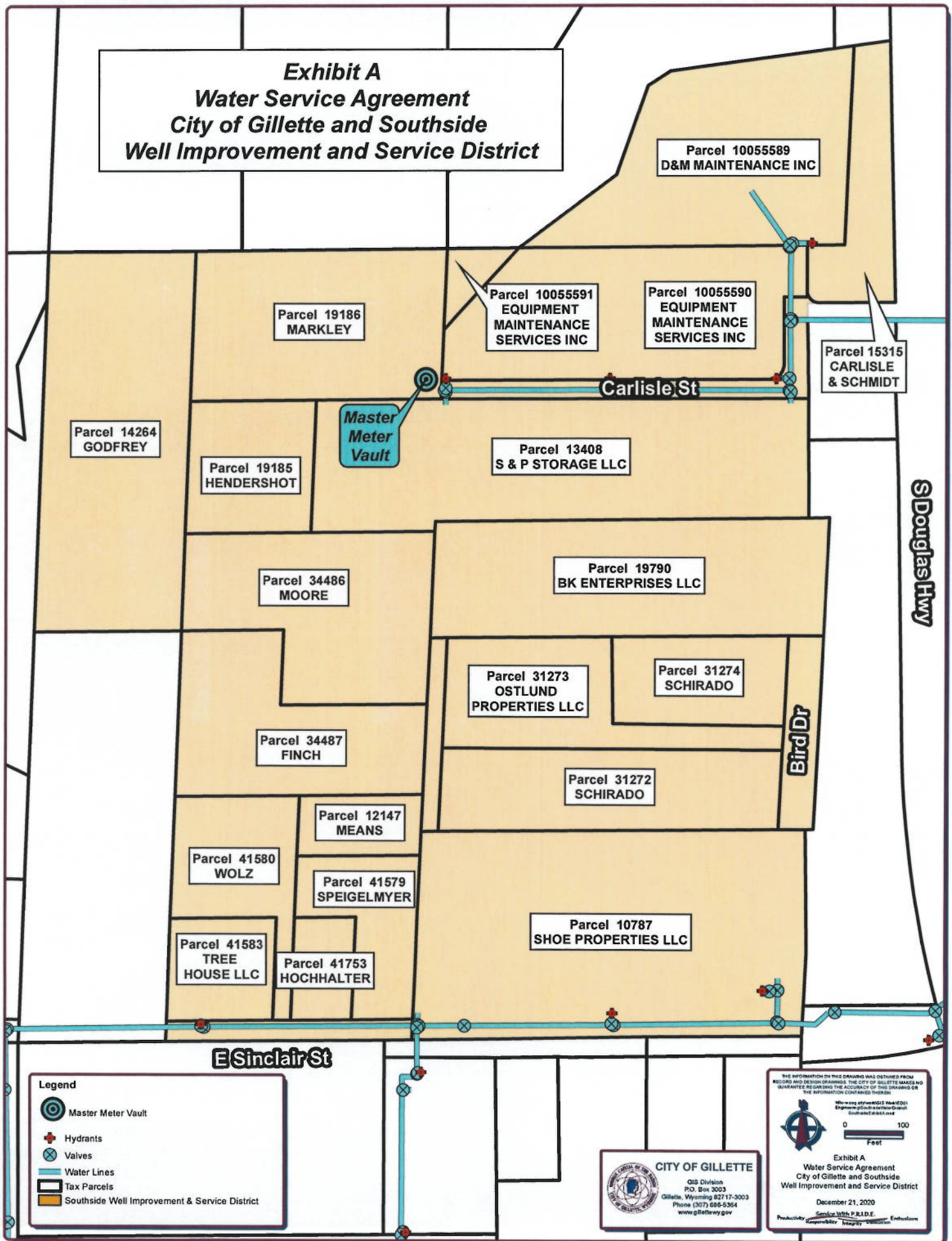
The above and foregoing instrument was acknowledged before me by Louise Carter-King, Mayor of City of Gillette, Wyoming, and Cindy Staskiewicz, City Clerk of City of Gillette Wyoming, on this 16th day of March, 2021.

Witness my hand and official seal.

My Commission Expires: Cindy Staskiewicz
Notary Public



Exhibit A
Water Service Agreement
City of Gillette and Southside
Well Improvement and Service District



- Legend**
- Master Meter Vault
 - Hydrants
 - Valves
 - Water Lines
 - Tax Parcels
 - Southside Well Improvement & Service District

CITY OF GILLETTE
 GIS Division
 P.O. Box 3003
 Gillette, Wyoming 82717-3003
 Phone (307) 686-5364
 www.gillette.wy.gov

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Who: **City of Gillette**
 Engineer: **Glenn A. Schirado**
 Southside E&M&S.mxd

0 100 Feet

Exhibit A
 Water Service Agreement
 City of Gillette and Southside
 Well Improvement and Service District
 December 21, 2020
 Prepared by: **City of Gillette**
 Reviewed by: **Glenn A. Schirado**
 Approved by: **Glenn A. Schirado**

ANNEXATION AGREEMENT AND PETITION
NON-CONTIGUOUS PROPERTY

THIS PRE-ANNEXATION AGREEMENT made this ____ day of _____, 20__, by and between Doug Hochhalter, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows:

PART OF THE SW1/4 SW1/4 SE1/4 SECTION 34, TOWNSHIP 50
NORTH RANGE 72 WEST (A.K.A 517 E SINCLAIR STREET)

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is not currently contiguous to the CITY but is within the natural growth area of the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is not currently contiguous to the City limits of the CITY but is within the natural growth area of the CITY. After becoming contiguous, the LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions, at any time and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY, upon becoming contiguous to the CITY limits, on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the City Land Use Plan, appropriate restrictions pertaining thereto, and the Major Street Plan. All lands existent at the time of this AGREEMENT, if subdivided and approved by Campbell County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Gillette City Council". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.
2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Gillette Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.
3. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to State statutes and local ordinances.

4. The parties further agree as follows:

WATER

- a. At the time of this pre-annexation agreement, the LAND is located in an existing water Improvement and Service District, the Southside Well Improvement and Service District. The LANDOWNER is not requesting a water service connection to connect the LAND, to the CITY water system. The LANDOWNER will remain in the Improvement and Service District at this time and will not receive CITY water service.

SEWER

- a. The LANDOWNER agrees to connect to the CITY sewer system only after the system has been accepted by the CITY council for public use.
 - b. The LANDOWNER agrees to pay the CITY a Plant Investment Fee, which is calculated on the size of the water meter required to serve the LAND as established by the City ordinance, at the prevailing rate at the time of connection for sewer service.
 - c. The LANDOWNER is requesting one (1) service connection to connect the LAND to the CITY sewer system. The LANDOWNER will be responsible for establishing a billing account with the CITY and payment of each monthly sewer billing.
 - d. All costs of making the sewer service connection, including the construction, installation and extension of required mains and related appurtenances between the LAND and the point of service determined by the CITY, are the responsibility of the LANDOWNER.
 - e. The CITY has no responsibility to maintain any service line. The LANDOWNER agrees to install the sewer service line to CITY specifications.
 - f. The LANDOWNER agrees to connect all buildings requiring sanitary sewer service to the City's system and remove or render inoperable all privies, vaults, septic tanks, etc. presently serving those buildings.
 - g. The LANDOWNER will obtain a plumbing permit from the County when sewer service is desired. The CITY shall be notified at the time a service connection is requested to be activated. The LANDOWNER will also obtain any additional plumbing, building or zoning permits and inspections required by Campbell County.
 - h. No service connections may be made for service outside of the LAND without prior approval of the City Council.
5. Upon contiguity, the LANDOWNER hereby recognizes that this agreement may serve as a petition to the Gillette City Council to annex all of the LAND previously described above into the City limits of the City of Gillette. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City Clerk at any time after the area becomes contiguous to the City of Gillette, and at the sole discretion of the CITY.
 6. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. LANDOWNER agrees to provide an Annexation plat, prepared by the Wyoming registered land surveyor, at its sole cost and expense. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's land until more of the remaining land

within its subdivision can be annexed simultaneously. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to LANDOWNER.

7. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.
8. This AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.
9. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.
10. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.
11. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED this _____ day of _____, 20____.

LANDOWNER:

Doug Holchhalter

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20____, personally appeared before me

_____ Whom I know personally

_____ whose identity I verified on the basis of _____,

_____ whose identity I verified on the oath or affirmation of _____,
a credible witness,

to be the signer of the above and he/she acknowledged that he/she signed it.

Notary Public
My Commission Expires:

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20____, personally appeared before me

_____ Whom I know personally
_____ whose identity I verified on the basis of _____,
_____ whose identity I verified on the oath or affirmation of _____,
a credible witness,

to be the signer of the above and he/she acknowledged that he/she signed it.

Notary Public
My Commission Expires:

CITY OF GILLETTE:

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me Shay Lundvall, Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Notary Public
My Commission Expires:

DESCRIPTION

A TRACT OF LAND, BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, T50N, R72W, 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 34, TOWNSHIP 50 NORTH, RANGE 72 WEST, 6TH P.M., WHICH LIES S89°41'W, 1999.96 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 34;
 THENCE N2°46'23"E, 33.05 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING;
 THENCE S89°40'59"W, 209.37 FEET TO A POINT;
 THENCE N2°30'18"E, 104.16 FEET TO A POINT;
 THENCE S89°42'41"W, 209.99 FEET TO A POINT;
 THENCE S2°24'W, 383.72 FEET TO A POINT ON THE NORTH ROW LINE OF SINCLAIR STREET;
 THENCE N89°41'E, 417.35 FEET ALONG SAID Right of Way LINE TO THE POINT OF BEGINNING, AND CONTAINING 3.18 ACRES, MORE OR LESS.

NOTES:
 SEWERAGE IS BY THE CITY OF GILLETTE (LOTS 1&2).
 SEWERAGE IS BY PRIVATE SEPTIC SYSTEM (LOTS 3&4)
 WATER SERVICE FROM SOUTHSIDE WELL SYSTEM
 THERE IS NO PUBLIC (COUNTY) MAINTENANCE OF SPEIGELMYER AVE. EASEMENT
 MAINTENANCE IS BY THE PROPERTY OWNERS USING THE ROAD.

APPROVALS:

APPROVED BY THE GILLETTE WYOMING CITY COUNCIL THIS 15TH DAY OF September 2003

ATTEST:

Margaret Rhodes
 CLERK

APPROVED BY THE CAMPBELL COUNTY PLANNING COMMISSION THIS 23RD DAY OF March 2004

ATTEST:

Lori E. Albrems
 SECRETARY OF THE PLANNING COMMISSION

APPROVED BY THE CAMPBELL COUNTY BOARD OF COUNTY COMMISSIONERS THIS 6TH DAY OF April 2004

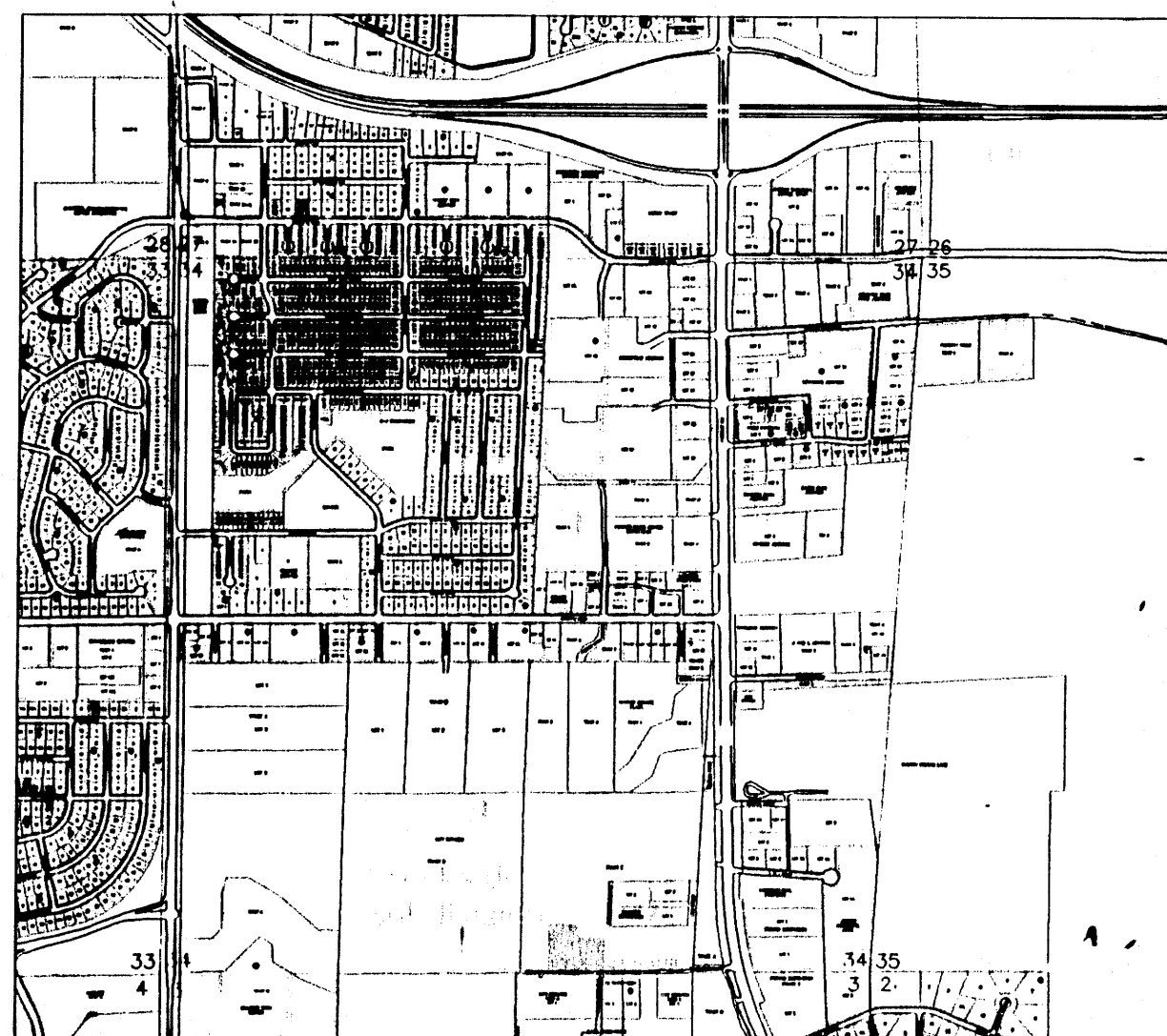
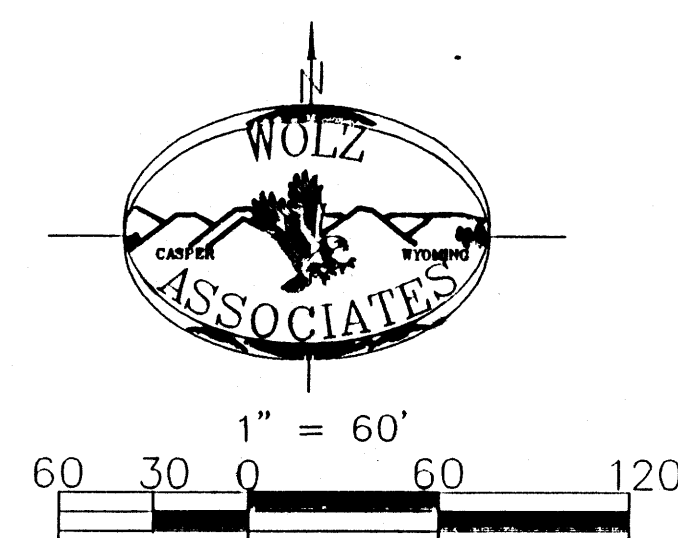
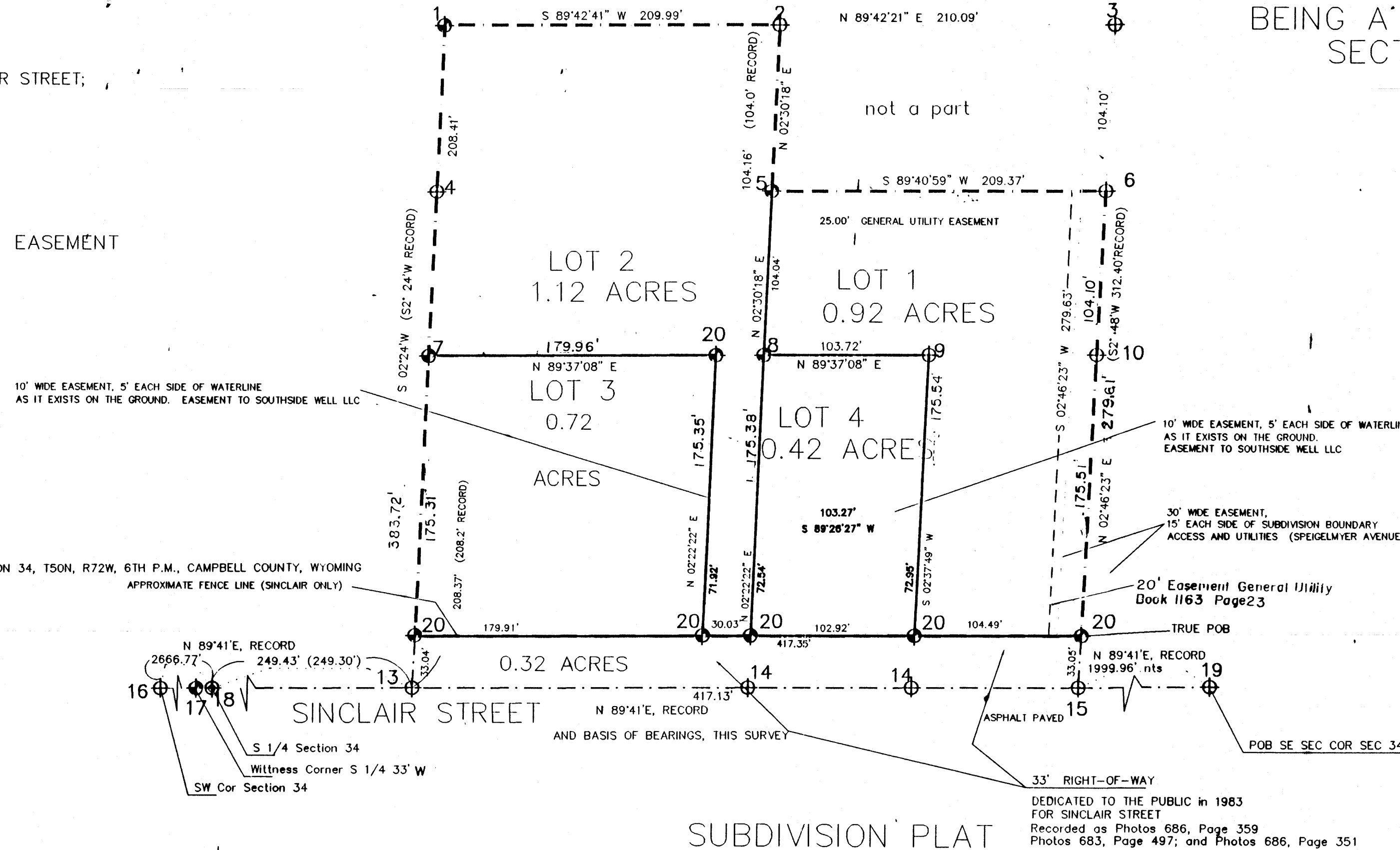
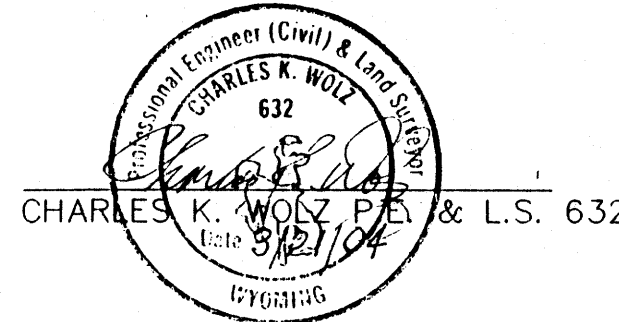
ATTEST:

Robert J. Gaudes
 CLERK OF THE BOARD

SURVEYOR'S CERTIFICATE

STATE OF WYOMING } SS.
 COUNTY OF CAMPBELL }

I, CHARLES K. WOLZ, OF CASPER, WYOMING, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME DURING JUNE, 1995. THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY. ALL CORNERS ARE ACCURATELY SET IN THE LOCATIONS SHOWN ON THE PLAT. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, AND COURSES REFERRED TO THE TRUE MERIDIAN THE BASIS OF BEARINGS BEING THE SOUTH LINE OF SECTION 34, T50N, R72W, 6TH P.M.
 ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 CLOSURE 1:31,893



Summary of development
 Total Acres Subdivision 3.18 ac
 Acres in Residential Development 2.04 ac
 Area in Commercial Development 1.16 ac

CORNER NOTES AND LEGEND:

- SET CORNERS, AS NOTED BELOW
- RECOVERED OR CALCULATED CORNER
- 1. SET 5/8" REBAR/AL. CAP
- 2. RECOVERED AL. CAP
- 3. RECOVERED 1/2" PIPE PER RECORD.
- 4. RECOVERED 5/8" STEEL ROD
- 5. SET 5/8" REBAR/AL. CAP
- 6. RECOVERED AL. CAP.
- 7. SET "X" IN CONCRETE SLAB.
- 8. SET 5/8" REBAR/AL. CAP.
- 9. RECOVERED 5/8" REBAR.
- 10. RECOVERED 1/2" PIPE PER RECORD.
- 11. SET 5/8" REBAR/AL. CAP.
- 12. SET 5/8" REBAR/AL. CAP.
- 13. CALCULATED CORNER PER RECORD.
- 14. SAME AS 13
- 15. SAME AS 13
- 16. RECOVERED 2" BRASS CAP: BY "USGS, 1925, SECS. 3,4,33, & 34.
- 17. SET 2" BRASS CAP WITNESS CORNER FOR 1/4 CORNER. 33.0' WEST OF TRUE CORNER, ALONG SECTION LINE.
- 18. TRUE 1/4 CORNER LOCATION. IN SEWER MANHOLE LID.
- 19. RECOVERED 3" BRASS CAP, "BY RLS 366, 1968, SECS 2,3,34, & 35"
- 20. SET 5/8" REBAR/AL. CAP
- 21. CALCULATED CORNER

ENGINEERS AND SURVEYORS
 WOLZ & ASSOCIATES INC.
 1738 S. POPLAR
 CASPER, WY 82604
 (307)265-1290

DATE OF PREPARATION:
 DECEMBER 2002

SUBDIVISION PLAT OF CREEKSIDE SUBDIVISION

A SUBDIVISION OF CAMPBELL COUNTY
 BEING A PART OF THE SW1/4 SW1/4 SE1/4
 SECTION 34, T50N, R72W, 6TH P.M.

DEDICATION:

THE ABOVE OR FOREGOING SUBDIVISION OF CREEKSIDE SUBDIVISION AS APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, STREETS AND EASEMENTS, AND

THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE ALL STREETS, AND EASEMENTS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY DEDICATED FOR PUBLIC USE. UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL PUBLIC USE FOR INSTALLING, REPAIRING, REPLACING AND MAINTAINING WATER LINES, SEWERS, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREINAFTER GENERALLY UTILIZED BY THE PUBLIC.

WITNESS HERETO BY THE FOLLOWING SIGNATURES:

GARY L. SPEIGELMYER

STATE OF WYOMING } SS.
 COUNTY OF CAMPBELL }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY L. SPEIGELMYER OF THEIR OWN FREE WILL AND CHOICE THIS 18TH DAY OF March 2004

WITNESS MY OFFICIAL HAND AND SEAL.

Bret H. Wolz
 NOTARY PUBLIC

STATE OF WYOMING } SS.
 COUNTY OF CAMPBELL }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BRET H. AND KLEA T. WOLZ OF THEIR OWN FREE WILL AND CHOICE THIS 19TH DAY OF March 2004

WITNESS MY OFFICIAL HAND AND SEAL.

Klea T. Wolz
 NOTARY PUBLIC

STATE OF WYOMING } SS.
 COUNTY OF CAMPBELL }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TREEHOUSE LLC, KLEA T. WOLZ OF THEIR OWN FREE WILL AND CHOICE THIS 24TH DAY OF March 2004

WITNESS MY OFFICIAL HAND AND SEAL.

Dale Hochalter
 NOTARY PUBLIC

STATE OF WYOMING } SS.
 COUNTY OF CAMPBELL }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DALE HOCHALTER OF THEIR OWN FREE WILL AND CHOICE THIS 24TH DAY OF March 2004

WITNESS MY OFFICIAL HAND AND SEAL.

Dale Hochalter
 NOTARY PUBLIC

STATE OF WYOMING } SS.
 COUNTY OF CAMPBELL }

I HEREBY CERTIFY THAT THE ABOVE PLAT WAS FILED FOR RECORD IN MY OFFICE AT 11:30 O'CLOCK AM ON THE 9TH DAY OF April 2004 AND WAS RECORDED IN PLAT BOOK NO. 245

Robert J. Gaudes
 COUNTY CLERK

PLAT AND SURVEY BY WOLZ & ASSOCIATES INC. 1738 S. POPLAR, CASPER, WY 82604, (307)265-1290

Book 7 Plats, Page 245 Folder 87

C 66

C:\Project\PROJECTS\GILLETTE FINAL MAP CREEKSIDE SUBDIVISION_11_0909.dwg, FINAL MAP, 3/17/2004 2:24:44 PM, WENHIP DesignJet 750C+ (D/A) by HP, FCSLLC



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve the Pre-Annexation Agreement between the City of Gillette and Miles Fortner for Property Located at 6775 S. Douglas Hwy (Parcel No. 49720000124200).

BACKGROUND:

The Owner is seeking a Pre-Annexation Agreement with the City of Gillette for property located on S. Douglas Hwy (Parcel No. 49720000124200), temporary address being 6775 S Douglas Hwy. The landowner is requesting that the Pre-Annexation Agreement grant them sewer services. Currently, a sanitary sewer trunkline runs along the front of the property and a 42" water transmission line for the Madison runs parallel to the property across S Douglas Hwy.

The property is currently unplatted county land. There are currently no structures on the property.

At the regularly scheduled City Council meeting on May 7th, 2024, City Council granted Staff Permission to Negotiate for this proposed Pre-Annexation Agreement.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move to Approve the Pre-Annexation Agreement between the City of Gillette and Miles Fortner for Property Located at 6775 S. Douglas Hwy (Parcel No. 49720000124200).

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

- ☐ [Pre-Annexation Agreement](#)
- ☐ [Pre-Annexation Letter Request](#)
- ☐ [Vicinity Map](#)

PRE-ANNEXATION AGREEMENT AND PETITION
CONTIGUOUS PROPERTY

THIS PRE-ANNEXATION AGREEMENT, made this ____ day of _____, 20__, by and between Miles Fortner, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows:

PART OF THE SE1/4SW1/4 OF SECTION 12, TOWNSHIP 49 NORTH
RANGE 72 WEST (AKA 6775 S Douglas HWY)

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is currently contiguous to the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is currently contiguous to the City limits of the CITY and is within the natural growth area of the CITY. The LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions at any time, and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the existing City Land Use Plan, appropriate restrictions pertaining thereto, and the Major Street Plan. All lands existent at the time of this AGREEMENT, if subdivided and approved by Campbell County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Gillette City Council". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.

2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Gillette Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to state statutes and local ordinances.

4. The parties further agree as follows:

SEWER

- a. The LANDOWNER agrees to connect to the CITY sewer system only after the system has been accepted by the CITY council for public use.
- b. The LANDOWNER agrees to pay the CITY a Plant Investment Fee, which is calculated on the size of the water meter required to serve the LAND as established by the City ordinance, at the prevailing rate at the time of connection for sewer service.

- c. The LANDOWNER is requesting one (1) service connection to connect the LAND to the CITY sewer system. The LANDOWNER will be responsible for establishing a billing account with the CITY and payment of each monthly sewer billing.
- d. All costs of making the sewer service connection, including the construction, installation and extension of required mains and related appurtenances between the LAND and the point of service determined by the CITY, are the responsibility of the LANDOWNER.
- e. The CITY has no responsibility to maintain any service line. The LANDOWNER agrees to install the sewer service line to CITY specifications.
- f. The LANDOWNER agrees to connect all buildings requiring sanitary sewer service to the City's system and remove or render inoperable all privies, vaults, septic tanks, etc. presently serving those buildings.
- g. The LANDOWNER will obtain a plumbing permit from the County when sewer service is desired. The CITY shall be notified at the time a service connection is requested to be activated. The LANDOWNER will also obtain any additional plumbing, building, or zoning permits and inspections required by Campbell County.
- h. No service connections may be made for service outside of the LAND without prior approval of the City Council.

5. The LANDOWNER hereby petitions the Gillette City Council to accept this AGREEMENT as a petition to annex all of the LAND previously described above into the CITY limits of the City of Gillette. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City Clerk at any time, and at the sole discretion of the CITY.

6. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's land until more of the remaining land within its subdivision can be annexed simultaneously. LANDOWNER agrees to provide an annexation plat, prepared by a Wyoming registered land surveyor, at his sole cost and expense, upon the request of the CITY. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to the LANDOWNER.

7. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

8. This AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

9. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

10. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

11. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court

or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED This ____ day of _____, 20__.

LANDOWNER:

Miles Fortner, Owner

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me
_____,
____ Whom I know personally
____ whose identity I verified on the basis of _____,
____ whose identity I verified on the oath or affirmation of _____,
a credible witness,
to be the signer of the above and he/she acknowledged that he/she signed it.

Notary Public
My Commission Expires

CITY OF GILLETTE:

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.

County of Campbell)

On _____, 20__, personally appeared before me Shay Lundvall, Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

My Commission Expires:

Notary Public

Thomas E. Lubnau (1931-1990)
Thomas E. Lubnau, II
Nicholas A. Norris
Alison Ochs Gee*
Nicklaus L. Dillinger

*Licensed in Montana & Colorado



300 S. Gillette Ave.
Suite 2000
PO Box 1028
Gillette, WY 82717
(307) 682-1313
alison@lubnau-law.com

April 11, 2024

VIA EMAIL TRANSMISSION ONLY

meredithd@gillettewy.gov

Ms. Meredith Duvall
Zoning Administrator
City of Gillette

**RE: Miles Fortner Request for Sewer Tap Access
Parcel Located at T49N, R72W, Section 12 Pt SE¼SW¼**

Ms. Duvall:

This law firm represents Miles Fortner with regard to requesting services from the City of Gillette pertaining to the above-described property. Specifically, this letter is to request sewer tap access for the above-described property, more specifically described as follows:

A track of land situate in a part of the SE¼SW¼ of Section 12, Township 49 North, Range 72 West of the 6th P.M., Cambell County, Wyoming. Being more particularly as follows:

Commencing at the SW corner of Section 12, T49N, R72W, being monumented with a 3 ½" Brass Capped pipe (B.C.), RLS 366;

Thence along the Boundary between Section 12 and Section 13, N89°17'21"E, 2532.56 feet to a 2" Aluminum Cap (A.C.), PLS 538, on a 5/8" x 24" rebar, being the Easterly Right-of-Way of Highway #59 and being the TRUE POINT OF BEGINNING of this description;

Thence continuing along the boundary between Section 12 and Section 13, N89°17'21"E, 136.04 feet to a 3 ½" B.C., RLS 366, marking the S¼ corner of Section 12;

Thence N00°18'39"E, 311.00 feet along the N-S ¼ line of Section 12;

Thence S89°17'21"W, 242.31 to the easterly R/W line of Highway #59

Thence along the easterly R/W line of Highway #59 S18°39'33"E, 326.86 feet to the TRUE POINT OF BEGINNING.

Said tract of land contains 1.35 acres, more or less, subject to all rights, restrictions, reservations and/or easements of sight and record.

April 10, 2024
City of Gillette – Fortner Property

I understand that this will initiate the pre-annexation process and negotiation of a pre-annexation agreement. Please send correspondence regarding this matter to me at alison@lubnau.com with a copy to Miles at mofortner@gmail.com.

Please contact this office at (307) 682-1313 if you should have any questions. Thank you.

Sincerely,

LUBNAU LAW OFFICE, PC



Alison O. Gee

Vicinity Sketch - Request for Pre-Annexation Agreement



CITY OF GILLETTE

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

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



1 inch equals 333 feet

1 inch equals 0.06 miles

April 29, 2024

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

City of Gillette, GIS Division, Campbell
County, State of Wyoming



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration to Enter into an Advance Agreement Between the City of Gillette and North Park Transportation Co, Inc. for 700 Axel's Avenue. (Planning Commission Vote: 5/0)

BACKGROUND:

The Owner is seeking an Advance Agreement with the City of Gillette for 700 Axel's Ave. The landowner is requesting that the Advance Agreement allow them to install and utilize a septic system on their property that is within city limits. The request was submitted after it was discovered that neighboring property owners to the south executed an Advance Agreement with the Gillette City Council in July of 1985. Citing the cost associated with a sewer main extension, the property owner is seeking an exception to the standard development requirements and are proposing that they be allowed to install and utilize in perpetuity a septic system until the time when the existing sewer main is extended and within two hundred and fifty feet (250') of Axel's Avenue, at which time they will be required to hook-up to the City sewer system.

The requested property is Tract B-1, of Lot "C-4" & Tract "B-1", Mary Sue Addition, and is currently zoned I-1, Light Industrial; the property currently has multiple structures located on the lot.

See attached documents:

- Plat
- Proposed Advance Agreement
- Planning Case File of Advance Agreement from 1985
- Other supporting documents

This case was approved by the Planning Commission during their July 9, 2024, meeting with a vote of 5/0.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move to Grant Approval for City Council to Enter into an Advance Agreement Between the City of Gillette and North Park Transportation Co, Inc. for 700 Axel's Avenue.

STAFF REFERENCE:

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

ATTACHMENTS:**Click to download**☐ [Administrator Letter](#)☐ [Letter Requesting Advance Agreement](#)☐ [Vicinity Map](#)☐ [Planning Case File of Advance Agreement from 1985](#)☐ [Plat](#)☐ [Advance Agreement](#)☐ [Meeting Minutes 7.9.24](#)



CITY OF GILLETTE

www.gillettewy.gov

ADMINISTRATION

PHONE 307-686-5203

via email: tschilling@schillingcompanies.com

May 20, 2024

Trevor Schilling
Schilling Companies, LLC
PO Box 1052
Gillette WY, 82717

RE: Confirmation of Septic Systems
Resubdivision of Tract C Mary Sue Addition, Recorded August 9, 1985

Mr. Schilling:

I am in receipt of your letter dated May 7, 2024 to seek confirmation of the continued use, upgrades, or replacement of septic systems for the property along Axel's Avenue directly adjoining Hwy 51, otherwise known as the Mary Sue Addition to the City of Gillette. Your letter follows a conversation we had at City Hall on Monday, May 6, 2024, with Brian Brown and Ryan Conklin. I apologize for the delay in responding. It took us a while to locate the applicable case files and action from the 1980's and 1990's.

Lots C-1 (current Lot C-4), C-2 and C-3

Based on our review, there was a Resubdivision of Tract C of the Mary Sue Addition in 1985. During the review and approval for this Resubdivision in 1985, it was determined that due to the cost, a sewer main was not practical for the small number of lots it would serve in Tract C. Also at the time, the City did require the developer to execute a Petition to join a Local Improvement District in the future to extend streets, install curbs, gutters, sidewalks, water lines, sewer lines, and perform grading at such time as a public sewer is available within 250 feet of Axel's Avenue, adjacent to the Mary Sue Addition. This "Advance Agreement" to Join a Local Improvement District was indeed executed on July 19, 1985 by the owner of Lots C-1, C-2 and C-3 of the above referenced subdivision. This Advance Agreement was subsequently recorded with the Campbell County Clerk (Book 113 of Photos, Page 586-587) on November 9, 1994, following a separate request to rezone Lot C-3 from I-1, Light Industrial to A, Agricultural zoning district. Based on this information, continued use, upgrades, or replacement of septic systems within lots C-4 (C-1 prior to 8/18/2023), C-2 and C-3 for the above referenced subdivision are permitted, subject to the conditions described later in this letter.

Tract B (current Tract B1)

It is our understanding that an existing building is located within Tract B1 of this subdivision (aka Tract B, prior to 8/18/2023). The Advance Agreement to Join a Local Improvement District did not include Tract A or Tract B. It is our understanding that the current structure existed prior to annexation by the City in 1984. As such, continued use, upgrades, or replacement of the septic system for this building on Tract B1 is permitted provided it continues to serve the original building.

Tract A

The City has no record of any existing structures located on Tract A within this subdivision since at least 1995. It appears a structure was present in 1982, and possibly existed when this subdivision was annexed in 1984. Since there has not been a structure on this lot for nearly 30 years, and it is unknown as to the condition of any septic systems on this lot, public sewer will need to be extended to serve any improvements constructed on Tract A in accordance with the City's Ordinances, Design Standards and Subdivision Regulations.

Conditions for Continued Use of Septic Systems

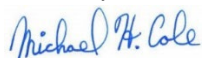
1. Permission for continued use, upgrades, or replacement of septic systems for lots C-4 (C-1 prior to 8/18/2023), C-2 and C-3 within the above reference subdivision are permitted in accordance with the Advance Agreement provided that no further subdivision of the land occurs. Any upgrades or replacement of septic systems within these lots shall be designed and permitted in accordance with Wyoming DEQ and Campbell County standards.
2. Permission for continued use, upgrades, or replacement of the septic system for the existing building on Tract B1 is permitted provided it continues to serve the original building, and no further subdivision of this lot occurs. Any upgrades or replacement of septic systems within this lot shall be designed and permitted in accordance with Wyoming DEQ and Campbell County standards. Public sewer will need to be extended to serve any new or replacement buildings constructed on Tract B1 in accordance with the City's Ordinances, Design Standards and Subdivision Regulations.
3. Septic Systems are not permitted on Tract A of this subdivision. Public sewer will need to be extended to serve any new or replacement buildings constructed on Tract A in accordance with the City's Ordinances, Design Standards and Subdivision Regulations.

Future Development

I understand your company is exploring the potential purchase of these lots to consolidate existing tracts and lots, and/or demolish existing structures for future commercial or industrial development. Based on our conversation last week, I don't believe the conditions described above would satisfy your proposed plans, while still maintaining existing septic systems. Based on the potential use of your proposed development plan within these consolidated lots, I can recommend to the City Council that an exception be made for the need to extend sewer to this area, with conditions similar to the "Advance Agreement" requirements permitting septic systems for the Tract C lots in 1985. Unfortunately, our current ordinances and regulations do not authorize the City Administrator to grant exceptions like this; it will require action by both the Planning Commission and the City Council to allow this exemption to proceed.

Please feel free to reach out to Ry Muzzarelli or contact me if you have any questions.

Sincerely,



Michael H. Cole
City Administrator

email - Ry Muzzarelli, PE, Development Services Director
Ryan Conklin, RE/MAX Professionals

Enclosure: Prior City Action (1984, 1985 & 1994), Resubdivision of Tract C of the Mary Sue Addition

700 Axel's Avenue

Gillette, WY

Owner: North Park Transportation – Keith Lilly

To the City of Gillette:

It is hereby requested that the property located at 700 Axel's Avenue be granted an Advance Agreement, similar to that attached, allowing this lot to utilize a septic system. The lot was annexed into the City around 1984, and an Advance Agreement was put into place in 1985 (Book 1313, page 586) for lots to the south of the subject lot. It is requested a similar Advance Agreement be put into place for the subject lot.

This Advance Agreement will allow the lot to utilize, maintain, repair or install a septic system till such time a public sewer is available within 250 feet of this lot. Due to the location of the current public sewer line, it is not cost effective to alter or improve the site if a city requirement is to connect to public sewer. This also creates an issue with the use and salability of the site.

Ryan Conklin at RE/MAX Professionals will be assisting the landowners to coordinate and help complete the application process through the City of Gillette.

Sincerely,

A handwritten signature in black ink that reads "Keith Lilly". The signature is written in a cursive, slightly slanted style.

Keith Lilly

North Park Transportation


700 Axel's Avenue



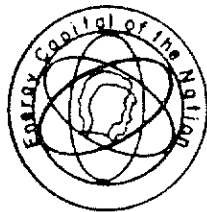


CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

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



1 inch equals 167 feet
1 inch equals 0.03 miles
July 08, 2024
Service With P.R.I.D.E.
Productivity Responsibility Integrity Dedication



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

DEPARTMENT OF PLANNING
AND DEVELOPMENT
686-5281

December 5, 1985

David A. Potter, President
Norwest Bank of Gillette
P. O. Box 3012
Gillette, WY 82716

RE: Irrevocable Letter of Credit No. 57

Dear Mr. Potter:

This office has been holding the above-referenced letter of credit in the amount of \$23,300.00 to secure public improvements associated with the Resubdivision of Tract C, Mary Sue Addition. Those improvements have now been completed and accepted by the City of Gillette.

Therefore, we are releasing the attached letter of credit by marking it "VOID" and returning it to you.

Should you have any questions, please do not hesitate to call.

Sincerely,

Tom Drake

Tom Drake
Zoning Administrator

TD/fr

xc: Axel Ostlund (w/a4.)
P. O. Box 989
Gillette, WY 82716

IRREVOCABLE LETTER OF CREDIT

July 29, 1965

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

Irrevocable Letter of Credit No. 57

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor and authorize you to draw on us, up to an aggregate amount of Twenty-Three Thousand Three Hundred Dollars (\$23,300.00), available by your draft (s) at sight accompanied by your written certification that Axel R. Olstund has failed to install water line in the Mary Sue Addition.

We engage with you that all draft (s) drawn under and in compliance with the terms of this credit will be duly honored by us as specified if presented at this office on or before 4:30 o'clock p.m., May 05, 1967 or any extended date, it being a condition of this Irrevocable Letter of Credit that it shall be automatically extended for additional periods of one year from the present or each future expiration date unless thirty days prior to such date we shall notify you in writing by registered mail at the above address, that we elect not to renew this Letter of Credit for such additional period. Upon receipt by you of such notice, you may draw on us hereunder by means of your draft on us at sight for the full amount of this Letter of Credit.

Except so far as otherwise expressly stated, this Credit is subject to the Uniform Customs and Practices for Commercial Documentary Credits fixed by the International Chamber of Commerce applicable at the date of this letter.

Very truly yours,

NORWEST BANK GILLETTE, N.A.

By: 
David A. Potter, President

ADDENDUM "A"

Summmary and Engineer's Estimate of Costs of Required
Public Improvements Resubdivision of Tract 'C', Mary Sue Addition
Subdivision as approved by the City Engineer.

IMPROVEMENTS	ESTIMATED COSTS
12" PVC Water Main:	^{1,406} 1,408 L.F. x \$ 20/L.F. = \$28,160
Fire Hydrants:	✓ 3 Each x \$1300/Each = 3,900
12" Tap to Madison Line:	✓ 1 Each x \$6000/Each = 6,000
12" x 12" x 6" Tees:	✓ 3 Each x \$ 380/Each = 1,140
12" Tees:	✓ 1 Each x \$ 380/Each = 380
12" 45° Elbows:	✓ 2 Each x \$ 300/Each = 600
12" Gate Valve:	✓ 4 Each x \$ 800/Each = 3,200
12" Plug:	✓ 2 Each x \$ 150/Each = 300
2" Service Taps:	✓ 4 Each x \$ 350/Each = 1,400
Test:	✓ 1 Each x \$ 500/Each = 500
4" Electrical Conduit:	✓ 40 L.F. x \$ 10/L.F. = 400
Construction Engineering:	= 2,200
	TOTAL = \$48,180
	<i>TJM</i>
	<i>OK Roger 12-2-85</i>

PREPARED BY: *Edward S. Smith* / July 12, 1985
Engineer: P.C.A. Date

APPROVED BY: _____ / _____
City Engineer Date

RECORDED PLAT

AGREEMENT RELATING TO THE COMPLETION OF IMPROVEMENTS IN THE
Resubdivision of Tract 'C', Mary Sue Addition _____ SUBDIVISION.

THIS AGREEMENT, entered into as of this _____ day of _____, 19____, by and between the CITY OF GILLETTE, WYOMING, (hereinafter called "City"), and Axel R. Ostlund _____, (hereinafter called "Subdivider").

W I T N E S S E T H:

- 1) That the Subdivider has submitted to the City for approval an application for a subdivision permit and a subdivision plat of the Resubdivision of Tract 'C' Mary Sue Addition Subdivision; and
- 2) That certain public improvements are required by the City of Gillette Subdivision Regulations, (hereinafter called "Regulations"), to be installed by the Subdivider; and
- 3) That the Subdivider is required by the Regulations to install or guarantee the installation of all required public improvements according to plans and specifications approved by the City Engineer and the Wyoming Department of Environmental Quality prior to approval of the subdivision plat; and
- 4) Once the plat is recorded, the City Building Department may issue building permits if none of the land within the subdivision is zoned R-S, R-1, R-2, R-3, R-4 or M-H. In all other cases, building permits may not be issued until all required sewer and water improvements are installed and approved by the City Engineer and the final subdivision grading plan is prepared and approved.
- 5) Certificates of occupancy may not be issued until all public improvements except streets and sidewalks have been installed and approved by the City Engineer. Certificates of occupancy may be issued before all streets are completed once the temporary surface is constructed and approved by the City Engineer.

Approval of a particular temporary surface shall not relieve the subdivider of the responsibility to complete all improvements according to the approved plans and specifications within the eighteen month construction time limit in Section 6-c-(11)-(k) of the City Subdivision Regulations.

- 6) That the amount of the guarantee is based on an estimate made by the City Engineer and is in an amount not less than seventy-five percent (75%) of the estimated cost of all required public improvements remaining to be installed and approved; and
- 7) That the Subdivider has furnished to the City a guarantee of the proper installation of public improvements in the following form: An Irrevocable Letter of Credit, Number 57, from the Norwest Bank Gillette, N.A., Bank of Gillette, Wyoming in the amount of Twenty-three Thousand Three Hundred Dollars (\$ 23,300.00). That the expiration date of the Letter of Credit is no less than 120 days after the date of completion of the improvements as specified herein.

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

1. All public improvements designated on Addendum A to this contract, attached hereto and incorporated herein by this reference, and being a list of the required improvements and Engineer's estimate of construction costs as approved by the City Engineer, shall be constructed and completed by the Subdivider according to plans and specifications prepared by Professional Consulting Associates and approved by the City Engineer.
2. All improvements designated on Addendum A shall be installed, constructed and completed by the Subdivider within seventeen (17) months from the date of approval of the final plat by the City Council. 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 Subdivider shall inform the City Engineer at least once a month as to the progress of construction,

shall give written notice to the City Engineer of completion of improvements or categories thereof and shall cooperate in the reasonable inspection of improvements by the City Engineer.

4. Within ten (10) days after receipt of the above notice of completion, the City Engineer shall inspect the improvements to which notice of completion applies and, within ten (10) days after receipt, give the Subdivider either written notice of approval or disapproval and corrective action required. Upon completion of corrective action, notice, inspection and approval or disapproval shall be required in a like manner as above. Written notice of approval of the City Engineer of an improvement or corrective action, or failure of the City Engineer to inspect and approve or disapprove the same, within ten (10) business days from receipt of the compliance notice, shall constitute approval by the City of Gillette under the terms of this agreement.
5. The estimated cost of constructing the public improvements is agreed to be that set forth on Addendum A. The Irrevocable Letter of Credit, Number 57, from the Norwest Bank Gillette, N.A. Bank of
Gillette, Wyoming in the amount of Twenty-Three
Thousand Three Hundred Dollars, (\$ 23,300.00) is to guarantee that the funds are available for the completion of all public improvements described in Addendum A. Upon completion of all public improvements, approval of the public improvements by the City Engineer, and acceptance by the City Council, this agreement shall become null and void and of no force effect in which event the Irrevocable Letter of Credit shall be returned to the Subdivider. If the improvements are not completed and approved on or before the end of the contract period, then the City shall obtain funds from the Irrevocable Letter of Credit to complete the described improvements and to recover the cost thereof including administrative costs incurred as a result of the failure of timely completion. In the event the amount of the Irrevocable Letter of Credit is not sufficient to complete the improvements as designated in Addendum A to the approval of the City Engineer then the Subdivider 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 the Irrevocable Letter of Credit shall not exceed the fact amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, each of which is deemed an original, as of the date first above written.

ATTEST:

CITY OF GILLETTE, WYOMING

City Clerk

Mayor, City of Gillette

SUBDIVIDER

(Corporate Seal or Notary)

Axel R. Ostlund
Axel R. Ostlund

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Agreement was acknowledged before
me by AXEL R. OSTLUND
this 29 day of July, 1985.

Witness my hand and official seal.

Robert L. Ostlund
Notary Public

My Commission Expires: JUNE 17, 1989

ADDENDUM "A"

Summary and Engineer's Estimate of Costs of Required
Public Improvements Resubdivision of Tract 'C', Mary Sue Addition
Subdivision as approved by the City Engineer.

IMPROVEMENTS

ESTIMATED COSTS

6" PVC Water Main:		1,408 L.F. x \$ 10/L.F. =	\$14,080
Fire Hydrants:		3 Each x \$1300/Each =	3,900
6" Tap to Madison Line:		1 Each x \$6000/Each =	6,000
6" Tees:		4 Each x \$ 150/Each =	600
6" 45° Elbows:		2 Each x \$ 100/Each =	200
6" Gate Valve:		4 Each x \$ 400/Each =	1,600
6" Plug:		2 Each x \$ 80/Each =	160
2" Service Taps:		4 Each x \$ 350/Each =	1,400
Test:		1 Each x \$ 500/Each =	500
4" Electrical Conduit:		40 L.F. x \$ 10/L.F. =	400
Construction Engineering:		=	2,200
		TOTAL	= \$31,040

PREPARED BY: Edward S. Smith / July 12, 1985
Engineer: P.C.A. Date

APPROVED BY: [Signature] / 7-19-85
City Engineer Date

ADDENDUM "A"

Summmary and Engineer's Estimate of Costs of Required
Public Improvements Resubdivision of Tract 'C', Mary Sue Addition
Subdivision as approved by the City Engineer.

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12" Plug:	2 Each x \$ 150/Each = 300
2" Service Taps:	4 Each x \$ 350/Each = 1,400
Test:	1 Each x \$ 500/Each = 500
4" Electrical Conduit:	40 L.F. x \$ 10/L.F. = 400
Construction Engineering:	= 2,200
	TOTAL = \$48,180

PREPARED BY: Edward S. Scott / July 12, 1985
Engineer: P.C.A. Date

APPROVED BY: _____ / _____
City Engineer Date

STZ

CITY PLANNING COMMISSION
REGULAR MEETING - CITY COUNCIL CHAMBERS
JULY 8, 1985 - 8:00 P.M.

PRESENT: Carolee Gazzolo, Dale Roth, Bob Kovacich, Dave Ham and
Chris Hard, Vice Chairman.

ABSENT: Marty Gulley and Rich Omland.

CALL TO ORDER: Vice Chairman Hard called the regular meeting of the Planning
Commission to order at 8:05 p.m.

APPROVAL OF MINUTES: Mr. Roth made a motion to approve the minutes of the June 24,
1985, regular meeting, as written. Mrs. Gazzolo seconded the
motion. The motion carried - 4/0.

FINAL PLAT:
CASE NO. 85.029SP
Resub. Tract "C",
Mary Sue Addn.

Tom Drake, Planner II, made the staff presentation for the final plat of the Resubdivision of Tract "C", Mary Sue Addition. The applicant, Axel Ostlund, seeks to subdivide an existing industrial tract into 3 lots. The property is located about 700' south of U.S.14/16 on the west side of Axel's Avenue, and extending south about $\frac{1}{4}$ mile. The existing Tract "C" has 33.6 acres and is zoned I-1, Light Industrial District. The proposed resubdivision would create two smaller lots of about $2\frac{1}{2}$ acres each on the northern 600' of the tract and a larger 28-acre third lot. The property is presently vacant, except for some horse barns in the southern portion. Mr. Drake also listed the surrounding uses which are adjacent to this property. He also discussed the proposed paving for this resubdivision.

Mr. Drake also stated that a 12" water line will be installed along Axel's Avenue in conjunction with CAMPLEX. The subdivider intends to pursue a recorded plat, with letter of credit, so that lots may be sold before the improvements are completed. Septic tanks are proposed for sewage disposal. The nearest City sewer is about 400' south of the SW corner of proposed Lot C-3. Over $\frac{1}{2}$ mile of sewer line would be needed to serve the 3 lots. Mr. Drake also discussed Section 17-10 of the Gillette City Code which explains how properties within the City should connect onto public sewer. Staff is recommending approval of the septic tanks for this resubdivision because it would not be practical to serve the lots with public sewer. However, a soils report will be needed to verify that the soils are suitable for septic systems. In addition, a waiver of protest to a future local improvement district must be executed by the current property owner, such that a sewer serving all lots in this resubdivision must be constructed when a public sewer is available within 250' of Axel's Avenue.

Also, Mr. Drake said that a drainage study will be needed for each proposed lot, and he listed deficiencies which are on the plat at this time. In conclusion, Mr. Drake stated that staff recommends APPROVAL of this plat, with the following

CASE NO. 85.029SP
(continued)

conditions: 1) completion of all final checklist items, including an O & E Report; 2) correction of all plat deficiencies; and, 3) completion of a soils report verifying the suitability of septic systems for these lots, and execution of a waiver of protest to a future local improvement district to provide sewer to these lots at such time as public sewer is available within 250' of Axel's Avenue.

Mr. Roth asked what would be done if the soils report showed that the soils are not suitable for a septic system. Mr. Drake discussed the alternatives which could be used if this happened. Ed Scott, representing the petitioner, stated that the soils will be checked to see if there is enough leaching capability for absorption. He also stated that other options include leach pits or evapotranspiration. He further stated that Salt Creek Freightways to the north is on a septic system, so suitable soils should be found. Mr. Scott also said that the necessary corrections have been made and submitted today to the Planning Department. He also discussed the water line installation and easement dedications, as well as other aspects of this resubdivision. There were no questions for Mr. Scott from the Commission.

There being no further discussion, Mr. Kovacich made a motion to recommend APPROVAL of this proposed resubdivision plat, subject to staff recommendations. Mr. Roth seconded the motion. The motion carried - 4/0.

OLD BUSINESS:

Joe Racine, Planning Director, discussed the proposed annexation task force. He also mentioned that \$15,000 has been approved for an economic base study, and how the Campbell County Economic Development Corporation and Planning Department will be involved with this project.

ADJOURNMENT:

There being no further business, Mr. Kovacich made a motion to adjourn the meeting. Mr. Ham seconded the motion. The motion carried - 4/0. The meeting adjourned at 8:20 p.m.


Floy E. Rogers, Secretary



file

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

RECEIVED JUL 03 1985

July 3, 1985

Mr. Ed Scott, P.E.
Professional Consulting Associates
P. O. Box 2185
Gillette, WY 82716

RE: Mary Sue Addition

Dear Ed:

We have reviewed the final plans for the above subdivision. The following deficiencies were noted.

1. No cover sheet was submitted.
2. The engineer must sign the improvement plans.
3. The watermain must extend south to serve lot C-3 and a valve installed.
4. If there is a bench mark in the vicinity, please note it on the plans.

There is no drainage report for the subdivision. A drainage study and report must be filed with the development of each lot in this subdivision. Also, the 12 inch main must be extended to the south line of Lot C-3 at the time the lot is developed.

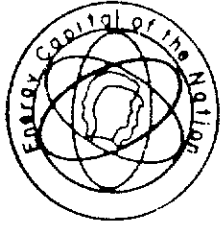
Please contact me at 686-5265 if you have any questions.

Sincerely,

Tom Berkland
Engineer II

TB/kmc

cc: Planning Department ✓



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

MEMORANDUM

TO: The Mayor and Members of the City Council

FROM: John Darrington, City Administrator

SUBJECT: Resubdivision of Tract "C", Mary Sue Addition -
Final (Minor) Plat

DATE: July 10, 1985

Recommendation

It is recommended that the Mayor and City Council approve on first reading, the resubdivision plat of Tract "C", Mary Sue Addition. Also, the staff recommends that the Council approve a variance to the Subdivision Regulations requirement for sewer service ~~for~~ pavement of the entire length of the street, as described below. *end*

Background

This property is located about 700 feet south of U.S. Highway 14/16 on the west side of Axel's Avenue, just south of the Salt Creek Freight terminal. The property is zoned I-1, Light Industrial District, and is currently vacant except for some horse barns.

CAMPLEX is across Axel's Avenue to the east. A 12-inch water line is to be installed along Axel's Avenue in cooperation with CAMPLEX. The water line will be on the west side of the street. City electric is on the east side. It is proposed that those lines cross Axel's Avenue just south of the end of the pavement.

The resubdivision would create three lots from one existing tract. Two lots would be about $2\frac{1}{2}$ acres each in size at the northern end of the property, and a large 28-acre lot would occupy the remainder of the tract. Axel's Avenue is paved almost to the 28-acre lot. No further paving of Axel's Avenue is being proposed. The staff agrees with this proposal. However, at such time that the 28-acre lot is further resubdivided or a building permit issued, paving would be required.

Approximately $\frac{1}{2}$ mile of sewer line would need to be installed to service these three lots, which does not appear to be practicable. The staff recommends allowing septic tanks. However, a waiver of protest to a future local improvement district should be executed, providing that a sewer will be constructed to these lots when public sewer is available within 250 feet of Axel's Avenue.

The Planning Commission voted to CONDITIONALLY APPROVE this plat at their regular meeting on July 8, 1985. That approval was conditioned upon:

MEMORANDUM
The Mayor and City Council
July 10, 1985
Page 2

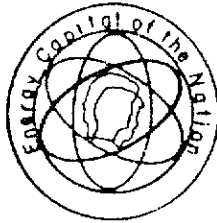
- 1) Completion of all final checklist items, including an Ownership and Encumbrance Report.
- 2) Completion of a soils report verifying the suitability of the lots for septic systems.
- 3) Execution of a waiver of protest to a future local improvement district to construct a sewer to these lots when a public sewer is available within 250 feet of Axel's Avenue.

The applicant was notified of the above conditions and provided a tentative schedule of City Council considerations of this plat. He has also been advised that staff will recommend tabling the plat at third reading if those conditions and other requirements have not been met.

It is recommended that the plat be approved on first reading at the Council's July 15, 1985, meeting.

John Darrington
City Administrator

TD/JD/fr



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

August 13, 1985

Axel R. Ostlund
P. O. Box 989
Gillette, WY 82716

RE: Resubdivision of Tract C, Mary Sue Addition

Dear Mr. Ostlund:

This letter is to inform you that the above-referenced plat was filed for recording at the office of the Campbell County Clerk on Friday, August 9, 1985. The Plat was recorded in Book 4 of Plats, Page 225, at 11:30 a.m.

Should you have any questions, please do not hesitate to call.

Sincerely,

Tom Drake

Tom Drake
Planner II

TD/fr

xc: Ed Scott
Professional Consulting Associates
P. O. Box 2185
Gillette, WY 82716

John Darrington, City Administrator
Wyoming Televents, Inc.
Mountain Bell, Sheridan

ADDENDUM "A"

Summary and Engineer's Estimate of Costs of Required
Public Improvements Resubdivision of Tract 'C', Mary Sue Addition
Subdivision as approved by the City Engineer.

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Test:	1 Each x \$ 500/Each = 500
4" Electrical Conduit:	40 L.F. x \$ 10/L.F. = 400
Construction Engineering:	= 2,200
	TOTAL = \$31,040

PREPARED BY: Edward S. [Signature] / July 12, 1985
Engineer: P.C.A. Date
APPROVED BY: [Signature] / 7-19-85
City Engineer Date

July 29, 1985


JOHN DARRINGTON
CITY ADMINISTRATOR
CITY OF GILLETTE
201 E 5TH STREET
GILLETTE WY 82716

Re: Resubdivision of Tract 'C' of the Mary Sue Addition

Dear Mr. Darrington:

I wish to request emergency final approval of the referenced resub-
division at the City Council's next regular meeting on August 5, 1985.
I request this action so that the closing on the land sale may be held
and then the buyer can commence with his building plans. My buyer is
anxious to begin so that he may be in his building before winter.

Respectfully Requested,


Axel R. Ostlund
P.O. Box 989
Gillette, Wyoming 82716

Professional Consulting Associates

P.O. Box 2185
Gillette, Wyoming 82716
(307) 687-0600

LETTER OF TRANSMITTAL

TO TOM DRAKE
PLANNING DEPT
CITY OF GILLETTE

DATE	7-30-85	JOB NO.	850795.1
ATTENTION			
RE: <u>RESUB. TRACT 'C', MARY SUE</u>			
<u>ADDITION</u>			

GENTLEMEN:

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via delivery the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	REV. NO.	DESCRIPTION
1	7-30-85	-	Final Plat Checklist
1	7-10-85	-	Ownership and Encumbrance Report
1	7-29-85	-	Check for \$50.00 filing fee
1	7-29-85	-	Letter to J. Darrington requesting emergency approval
1	7-29-85	-	Advance Agreement To Join A.L.I.D.
1		-	Improvements Agreement
1	7-29-85	-	Irrevocable Letter of Credit No. 57 from Norwest

THESE ARE TRANSMITTED as checked below:

- ☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☒ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS TOM - I BELIEVE THAT THIS FULFILLS ALL THE SUBMITAL
REQUIREMENTS FOR THE REFERENCED PROJECT. THE PERMIT TO
CONSTRUCT HAS BEEN OBTAINED FROM THE ENGINEERING DIVISION
AND THE SOILS/PERCOLATION REPORT HAS PREVIOUSLY BEEN SUBMITTED
TO THEM.

PLEASE SCHEDULE THIS PLAT FOR EMERGENCY APPROVAL
AT THE NEXT CITY COUNCIL MEETING.

COPY TO BOB OSTUND

SIGNED: Ed Smith



ROCKY MOUNTAIN TITLE INSURANCE AGENCY
of Gillette

316 South Gillette Avenue • P.O. Box 879 • Gillette, WY 82716 • (307) 686-2244

OWNERSHIP AND ENCUMBRANCE REPORT

Case No. 85-7-18

ROCKY MOUNTAIN TITLE INSURANCE AGENCY OF GILLETTE, duly licensed abstracters in and for the County of Campbell, State of Wyoming, hereby reports the following information after a careful search of the records in the offices of the County Clerk, County Treasurer and Clerk of the District Court, in and for the County of Campbell, State of Wyoming, concerning subject property:

Tract C of
THE MARY SUE ADDITION
According to the official plat thereof,
County of Campbell, State of Wyoming

OWNER(S) OF RECORD: Axel R. Ostlund, of Box 989, Gillette, Wyoming, by reason of Warranty Deed dated February 15, 1983 and recorded April 21, 1983 in Photos Book 675, Page 63; and by reason of Warranty Deed dated August 25, 1971 and recorded August 27, 1971 in Photos Book 226, Page 30.

NOTE: There is a Notice of Agreement For Quitclaim Deed by and between MARY E. SHIPPY as grantor and Axel R. Ostlund as grantee, dated June 28, 1983 and recorded July 7, 1983 in Photos Book 690, Page 122. Said agreement is on a tract of land 30 feet wide off the east half of the west half of the northwest quarter of Section Twenty-five, Township Fifty North, Range Seventy-two West.

JUDGMENTS: None

STATUS OF TAXES: Taxes for the year 1984 have been paid in full in the amount of \$232.34 in the names of John C. Ostlund and Axel R. Ostlund and are shown as Tax Notice #4175.

SPECIAL ASSESSMENTS: None

The foregoing is not to be considered an abstract of title; and the liability of the undersigned is considered to be no greater than the sum rendered.

Dated and signed this 10th day of July, A.D., 1985 at 8:00 a.m.

ROCKY MOUNTAIN TITLE INSURANCE AGENCY OF GILLETTE

By: 

Abstracter

ct

CAMPBELL COUNTY PUBLIC LAND BOARD
801 E. 4TH, SUITE 7
GILLETTE, WY 82716
(307) 686-0108

June 19, 1985

Axel R. Ostlund
P. O. Box 989
Gillette, WY 82716

Dear Mr. Ostlund:

Per our conversation of June 6, 1985, this is to advise of the Campbell County Public Land Board's agreed level of participation in the cost of the proposed waterline along the west side of Axel's Avenue.

Firstly, the Board concluded that they would participate only in construction cost and not engineering cost. Secondly, the Board will participate in the construction cost only if the line is twelve inches (12") in diameter, as this line would become part of the Board's "loop" through the active recreation area, back to the Madison waterline. Thirdly, the Board wants a twelve inch (12") stub run easterly across Axel's Avenue, to their property on the east side thereof.

The Board then agreed to pay fifty percent (50%) of the cost of constructing the following items:

- Tap to the Madison waterline
- 12 inch diameter main along Axel's Avenue
- 12 inch T and valve for the stub to the east
- 12 inch diameter stub to the east.

As we discussed, to preclude the possibility of any financing problems, on the part of the Land Board, it would be most desirable were the project advertised and let publicly. You, being the controlling agent should retain the right to reject any bids for irregularities etc., or reject all bids, in order to preclude construction by an undesirable entity. With no federal money involved, the 5% Wyoming Resident Contractor rule should also be put in the specifications.

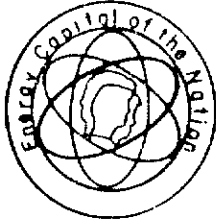
I would appreciate the opportunity to review the plans and specifications prior to bidding.

Sincerely,



Robert L. Stephany
Executive Manager

RLS/kjb



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

July 9, 1985

Axel R. Ostlund
P. O. Box 989
Gillette, WY 82716

RE: Resubdivision of Tract "C", Mary Sue Addition - Final Plat

Dear Mr. Ostlund:

This letter is to inform you that, at their regular meeting on July 8, 1985, the Gillette Planning Commission voted to **CONDITIONALLY APPROVE** the above-referenced resubdivision. That approval is conditioned upon the following:

1. Completion of all final checklist items, including an Ownership and Encumbrance Report.
2. Completion of a soils report verifying that these lots are suitable for septic systems.
3. Execution of a waiver of protest to a future local improvement district to provide sewer to these lots at such time as a public sewer is available within 250 feet of Axel's Avenue.

This plat will now be forwarded to the City Council for first reading consideration at their regular meeting at 7:30 p.m., Monday, July 15, 1985, in the City Council Chambers, 201 East Fifth Street. The plat is scheduled to receive third and final reading on August 19, 1985.

However, before recommending approval for third reading, this Department requires that the plat be completed in all respects; that all conditions of approval be satisfied; that all signatures, recording fees and separate instruments be provided. In addition, all final engineering drawings, specifications, etc., must be completed.

Should you have any questions, please do not hesitate to call.

Sincerely,

Tom Drake
Planner II/Zoning Administrator

TD/fr

xc: Ed Scott, Professional Consulting Associates
Rich Omland, Planning Commission Chairman

**Professional
Consulting
Associates**

P.O. Box 2185
Gillette, Wyoming 82716
(307) 687-0600

Edward S. Scott, P.E.

Bob R. Butler, L.S.

July 8, 1985

TOM BERKLAND
ENGINEERING DIVISION
CITY OF GILLETTE
201 E 5th ST
GILLETTE WY 82716

Re: Mary Sue Addition Water Line

Dear Tom:


The plans have been revised per our review and your letter of July 3, 1985.

1. Sheet 1/2 is the cover sheet as previously submitted.
2. I had previously signed the plans.
3. The line was extended to the south to serve Lot C-3, and a valve was shown.
4. There was a bench mark shown on the plan. It is on the base of the street light along Hwy 51.
5. The conduit is shown across Axel's Ave.
6. The easements are now shown on the plan.

Enclosed are two revised sets of plans for your approval.

Sincerely,

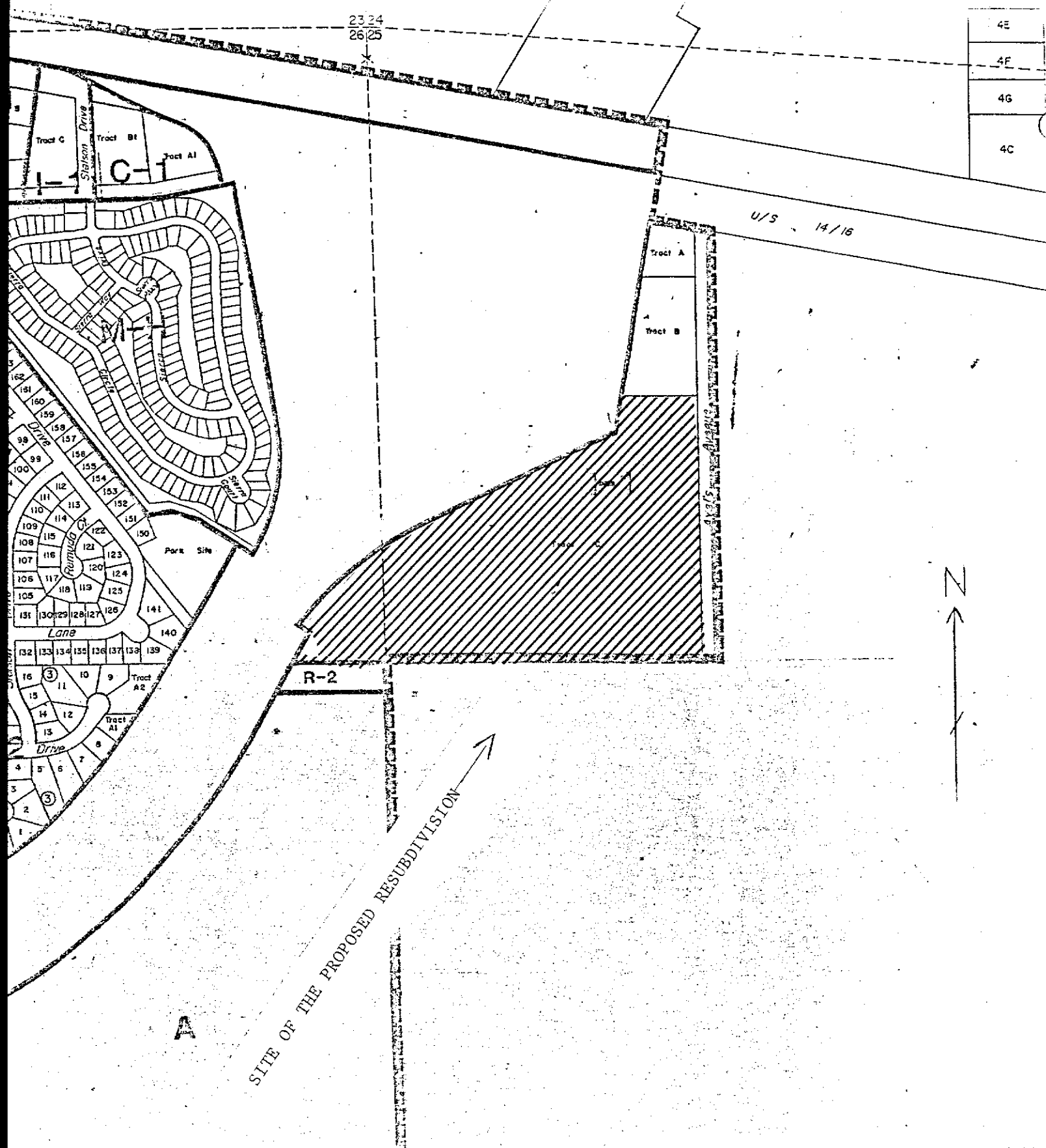
PROFESSIONAL CONSULTING ASSOCIATES

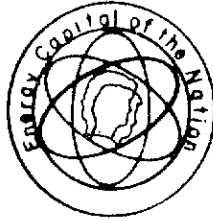

Edward S. Scott, P.E.

Enclosure

cc: Bob Ostlund
Tom Drake ✓

ESS/sg





City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

July 5, 1985

Axel R. Ostlund
P. O. Box 989
Gillette, WY 82716

RE: Resubdivision of Tract "C", Mary Sue Addition -
Final Plat

Dear Mr. Ostlund:

This letter is to remind you that the above-referenced case will be reviewed by the City Planning Commission, at its next regular meeting on Monday, July 8, 1985, beginning at 8:00 p.m. in the City Council Chambers, 201 East Fifth Street. I have attached a copy of the case sheet to familiarize you with staff recommendations.

You or your representative should be at the meeting to answer any questions the Commission may have. Please call prior to the meeting if you have any questions.

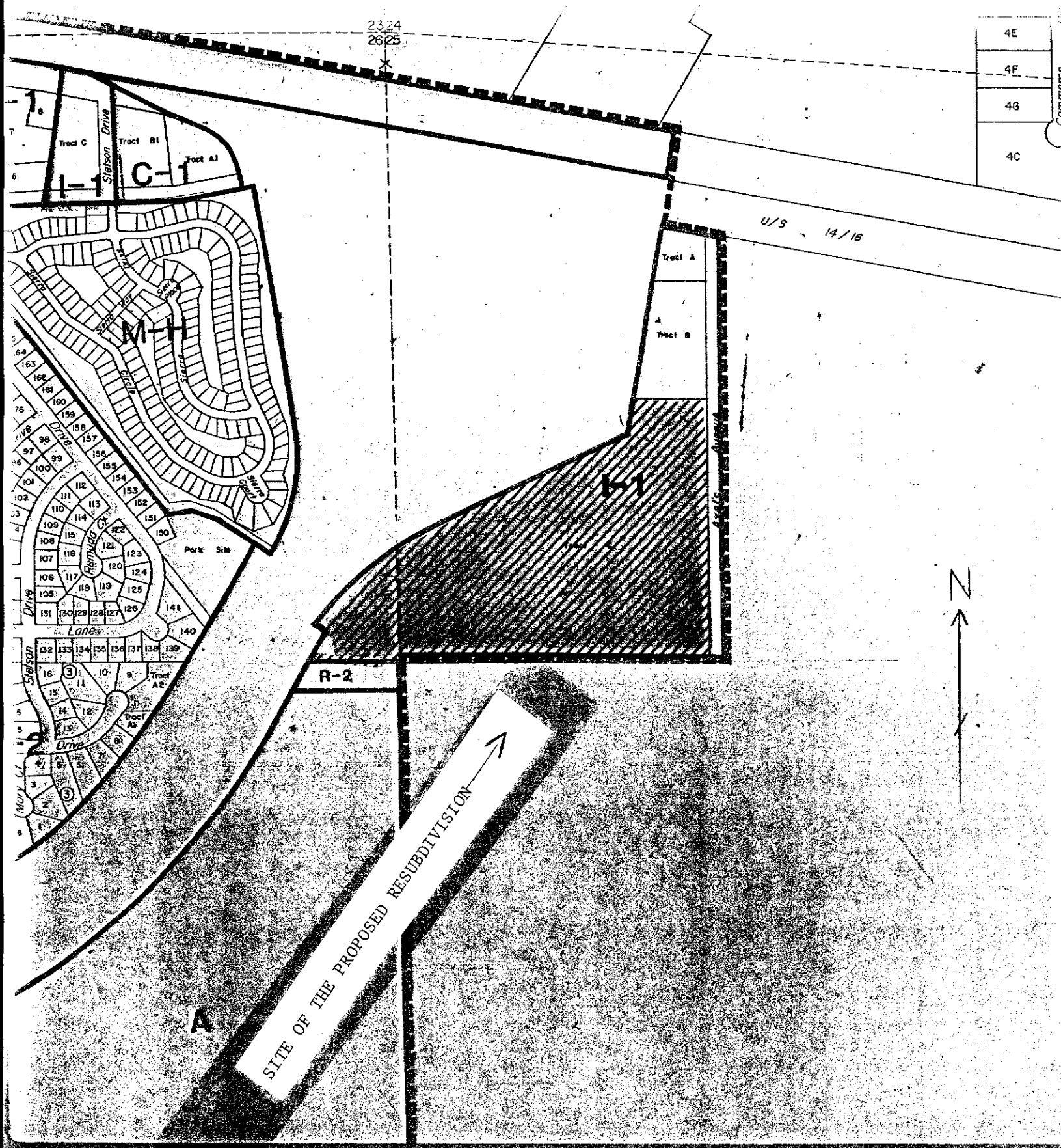
Sincerely,

A handwritten signature in cursive script that reads "Tom Drake".

Tom Drake
Zoning Administrator/Planner II

TD/fc
Attachment

xc: Professional Consulting Associates
P. O. Box 2185
Gillette, WY 82716



4E
4F
4G
4C

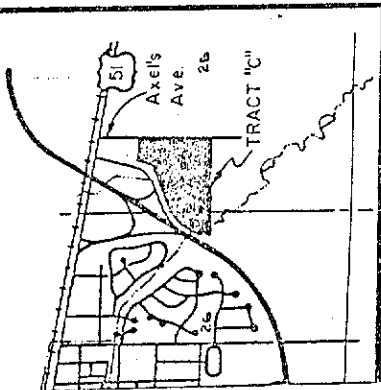
SITE OF THE PROPOSED RESUBDIVISION



RESUBDIVISION

OF
TRACT "C",
MARY SUE ADDITION

SCALE: 1"=2000'



BASIS OF BEARINGS:

AXEL'S AVE, ALL ACCORDING TO THE MARY SUE ADDITION PLAT FILED IN BOOK 4 OF PLATS, PAGE 115 CAMPBELL CO. RECORDS.

GENERAL UTILITY
E/M, BY SEPARATE
INSTRUMENT

R 72 W

AXEL'S AVENUE
BASIS OF BEARINGS

60' DEDICATED R.O.W.

TRACT "C"

FILED IN BOOK 817 OF PHOTOS
PAGE 667, CAMPBELL CO.
RECORDS

35' DRAINAGE & SEWER E/M

LOT C-3
28.342 ACRES

- 1. NO. 5 REBAR WITH ALUM. CAP, RELS. 2457 (FOUND)
- 2. NO. 5 REBAR WITH ALUM. CAP, L.S. 567 (SET)
- 3. ALLIANCE OF ARCHITECTS & ENGINEERS CAP (FOUND)
- 4. BRASS CAP QUARTER CORNER 26 25 (FOUND)
- 5. WYO. HWY. DEPT. CONC. R.O.W. MARKER (FND)
- 6. 3/4" IRON PIPE (FOUND)
- 7. RECORD POSITION: NOT PHYSICALLY FOUND DUE TO HIGH WATER AND MUD.

CURVE DATA:

RADIUS	1331.69
DELTA	34°01'18"
CHORD BEARING	N 47°03'19" E
CHORD LENGTH	779.18
ARC LENGTH	790.74

356.56

N 75°28'14" W

N 59°56'28" W (R)
62.00(R)

DRAINAGE

30°01'38" E

N 44°52'36" W 212.88

1310.46

6.93

TRACT "B"

LOT C-1
2.466 ACRES

LOT C-2
2.796 ACRES

N 83°48'46" W
307.30

N 9°03'55" E
318.59

N 82°08'02" W
357.33

N 80°29'14" W
493.29

N 5°03'43" E
182.02

N 64°03'58" E
743.40

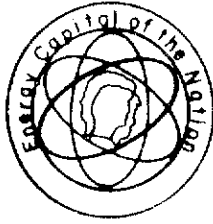
INTERSTATE 90 R.O.W.
874.50

772.97

1374.64

330.40

501



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

July 1, 1985

RE: Resubdivision of Tract C, Mary Sue Addition -
Final Plat

Dear Property Owner:

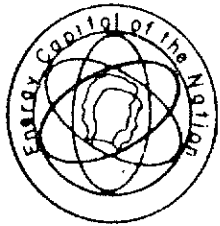
The City Planning Commission will be considering the above-referenced minor plat in your area at its next regular meeting on Monday, July 8, 1985, beginning at 8:00 p.m. in the City Council Chambers, 201 East Fifth Street. I have attached a vicinity sketch showing the location of the proposed resubdivision.

You are welcome to attend the meeting and be heard on this matter. Please feel free to call prior to the meeting if you have any questions.

Sincerely,

Tom Drake
Planner II/Zoning Administrator

TD/fr *A*
Attachment



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

June 26, 1985

Axel R. Ostlund
P. O. Box 989
Gillette, WY 82716

RE: Resubdivision of Tract "C", Mary Sue Addition

Dear Mr. Ostlund:

This letter is to acknowledge receipt of the above-referenced minor plat submittal. This item has been scheduled for consideration at the regular City Planning Commission meeting on Monday, July 8, 1985, beginning at 8:00 p.m. in the City Council Chambers, 201 East Fifth Street.

A staff review meeting to discuss issues related to this plat will be held on Tuesday, July 2, 1985, beginning at 3:00 p.m. in the Engineering Conference Room, Second Floor, 201 East Fifth Street. You are strongly urged to attend this meeting so that any staff concerns can be resolved prior to the Planning Commission meeting. You are welcome to bring your engineer and/or surveyor to this meeting. Attached is a copy of the agenda for the staff review meeting.

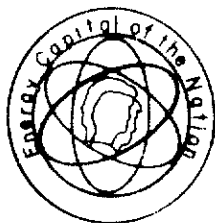
Please feel free to call if you have any questions.

Sincerely,

Tom Drake
Zoning Administrator

TD/fr *RL*
Attachment

xc: Professional Consulting Associates
P. O. Box 2185
Gillette, WY 82716

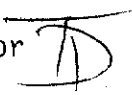


City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

MEMORANDUM

TO: John Darrington, City Administrator
Jeff Smith, City Engineer
Paul Schamp, City Electrical Engineer
Mike Rickabaugh, Chief Building Inspector
Bernard Saunders, Fire Warden
Mountain Bell Telephone, Attn: Engineering Dept.
Petrolane Gas Company
Wyoming Televents, Inc.
Postmaster
Wyoming Highway Department

FROM: Tom Drake, Zoning Administrator 

SUBJECT: Final Plat - Resubdivision of Tract "C",
Mary Sue Addition

DATE: June 26, 1985

Attached is the above-referenced minor plat for your review. The City Planning Commission will be considering this plat at its regular meeting on Monday, July 8, 1985, beginning at 8:00 p.m. in the City Council Chambers, 201 East Fifth Street.

A staff review meeting to discuss issues related to this plat will be held on Tuesday, July 2, 1985, beginning at 3:00 p.m. in the Engineering Conference Room, Second Floor, City Hall. You are welcome to attend this meeting and discuss any concerns you may have regarding the proposed plat. Attached is a copy of the agenda for the staff review meeting.

Please contact this office prior to the staff review meeting if you have any comments and cannot attend the meeting, or if you have any questions.

Tom Drake
Zoning Administrator

TD/ff 
Attachments

**Professional
Consulting
Associates**

P.O. Box 2185
Gillette, Wyoming 82716
(307) 687-0600

Edward S. Scott, P.E.

Bob R. Butler, L.S.

June 24, 1985

TOM DRAKE
CITY PLANNING DEPT
CITY OF GILLETTE
201 E 5TH ST
GILLETTE WY 82716

RECEIVED JUN 24 1985

Re: Resub of Tract 'C', Mary Sue Addition

Dear Tom:

Submitted herewith are the following materials on the subject project:

- 1) Twelve (12) copies of the Final Plat
- 2) Subdivision Application Summary Sheet
- 3) Final Planning Commission Subdivision Checklist
- 4) List of Adjacent Property Owners
- 5) Two sets of Water Line Plans
- 6) Check for \$100.00 for Plat Review Fee
- 7) Application for Permit to Construct
- 8) Permit to Construct
- 9) Final Submittal Checklist

Please schedule this resubdivision for the July 8, 1985, Planning Commission meeting. If you have any questions, please call.

Sincerely,

PROFESSIONAL CONSULTING ASSOCIATES



Edward S. Scott, P.E.

Enclosures

cc: Bob Ostlund

ESS/sg

ADJACENT OWNERS
TRACT 'C', MARY SUE ADDITION

RECEIVED JUN 3 4 1985

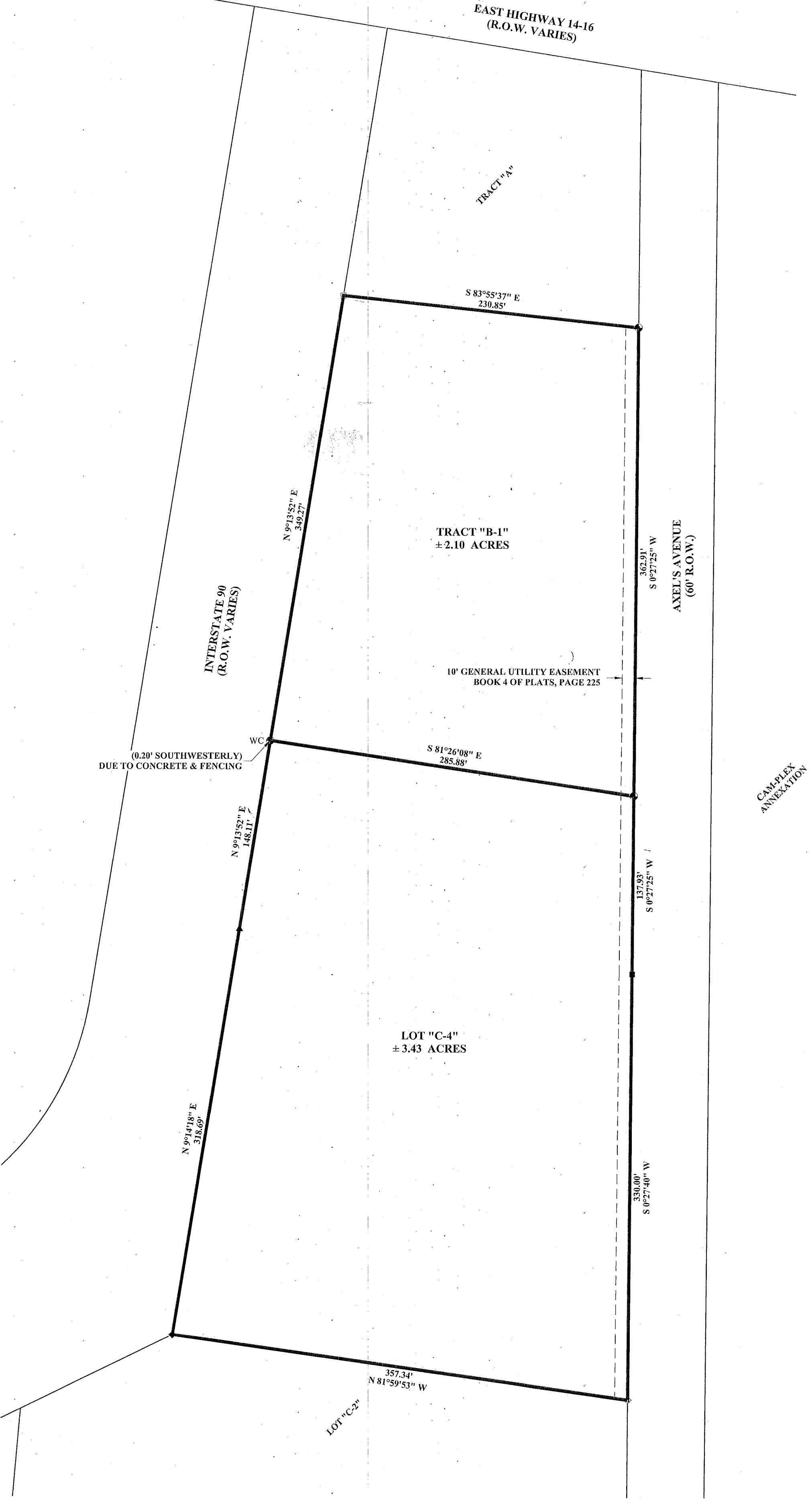
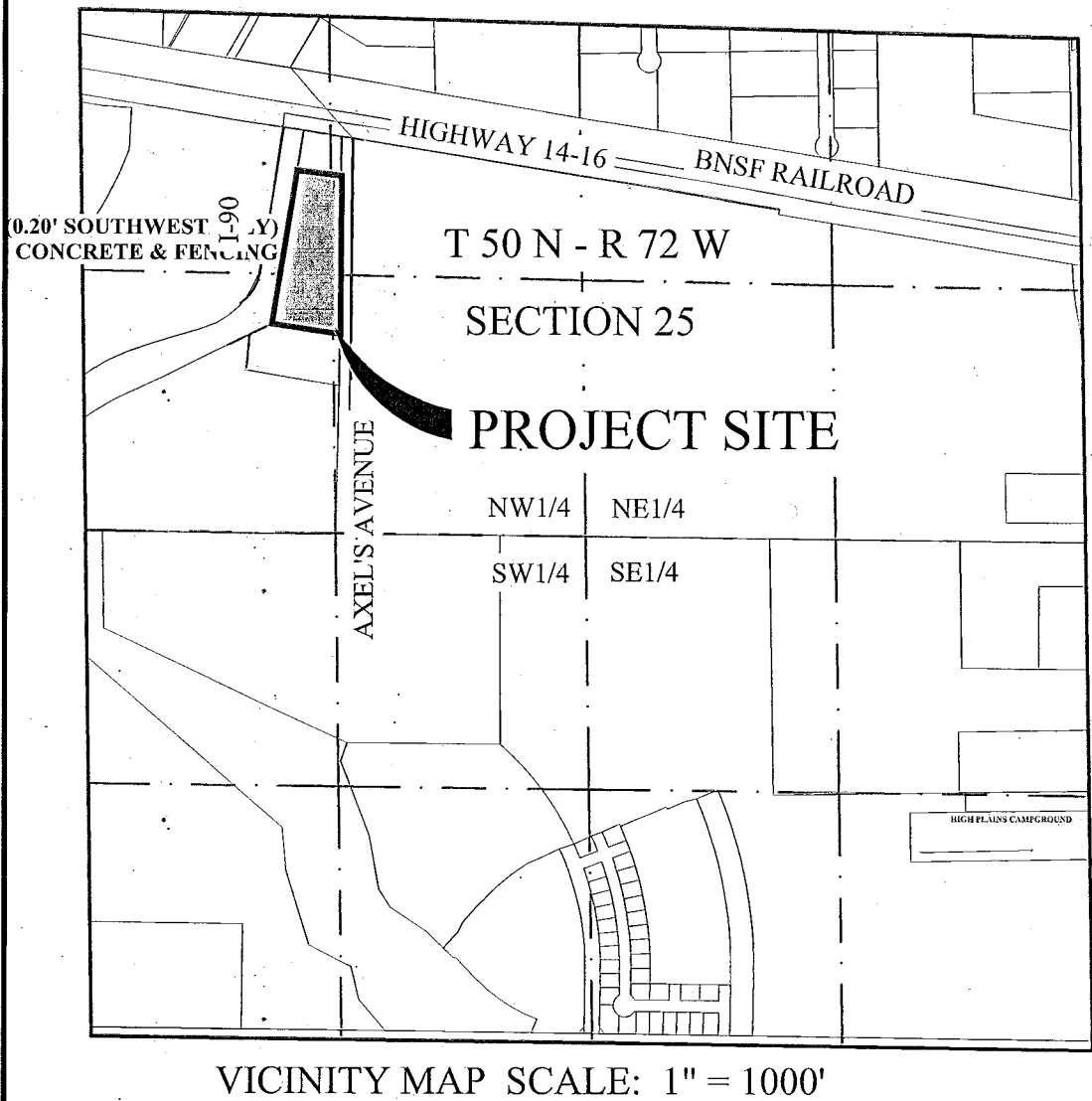
Stonepile Limited Partnership
P.O. Box 613
Gillette, WY 82716

ARCOAL, Inc.
555 17th Street
Denver, CO 80217

Salt Creek Freightway's, Inc.
P.O. Box 3
Gillette, WY 82716

CAMPLEX
Campbell County Public Land Board
801 East 4th Street, Suite 7
Gillette, WY 82716

RESUBDIVISION PLAT OF
LOT "C-1" & TRACT "B", MARY SUE ADDITION,
TO BE KNOWN AS
LOT "C-4" & TRACT "B-1", MARY SUE ADDITION,
BEING SITUATED IN PORTIONS OF THE NW1/4, SECTION 25,
TOWNSHIP 50 NORTH, RANGE 72 WEST, OF THE 6TH P.M.,
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



SUMMARY

TOTAL LOTS: 2
TOTAL AREA: 5.53 ACRES
EXISTING ZONING: I-1 (LIGHT INDUSTRIAL)

BASIS OF BEARING

CITY OF GILLETTE CONTROL

DECLARATION VACATING PREVIOUS PLATTING:

THIS PLAT IS THE RE-SUBDIVISION OF LOT "C-1" & TRACT "B", MARY SUE ADDITION, AS RECORDED IN BOOK 4 OF PLATS, PAGE 225 & BOOK 4 OF PLATS, PAGE 115, OF THE OFFICIAL RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS HEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED GREG WALKUP, VICE PRESIDENT OF NORTH PARK TRANSPORTATION COMPANY, INC., BEING THE OWNER(S), PROPRIETOR(S) OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS LOT "C-1" & TRACT "B", MARY SUE ADDITION, IS LOCATED IN PORTIONS OF THE NW1/4, SECTION 25, TOWNSHIP 50 NORTH, RANGE 72 WEST, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "C-4" & TRACT "B-1", MARY SUE ADDITION, BEING SITUATED IN PORTIONS OF THE NW1/4, OF SECTION 25, TOWNSHIP 50 NORTH, RANGE 72 WEST, OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING AND CONTAINS AN AREA OF 5.53 ACRES, MORE OR LESS, AND

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IS ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S), AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.

THAT THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES (DO) HEREBY DEDICATE TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, AREA HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE, FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SANITARY SEWER LINES, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC

EXECUTED THIS 8 DAY OF AUGUST, 2023 A.D. BY:

Greg Walkup
GREG WALKUP, VICE PRESIDENT OF NORTH PARK TRANSPORTATION COMPANY, INC.

STATE OF COLORADO
COUNTY OF DENVER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE THIS 8 DAY OF AUGUST, 2023 A.D., BY GREG WALKUP, VICE PRESIDENT OF NORTH PARK TRANSPORTATION COMPANY, INC., AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC *Darin J Davis*
MY COMMISSION EXPIRES: 5/3/2024

DARIN J DAVIS
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #00124028297
My Commission Expires 5/3/2024

APPROVALS

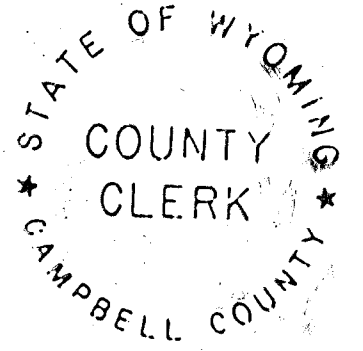
THE RESUBDIVISION OF LOT "C-1" & TRACT "B", MARY SUE ADDITION, TO BE KNOWN AS LOT "C-4" & TRACT "B-1", MARY SUE ADDITION, IS HEREBY APPROVED FOR RECORDING AS AN ADMINISTRATIVE PLAT ON 8/16/23 THROUGH AUTHORITY GRANTED BY THE CITY OF GILLETTE SUBDIVISION REGULATIONS.

Greg Walkup
CITY ADMINISTRATOR
Darin J Davis
DIRECTOR OF ENGINEERING AND DEVELOPMENT SERVICES

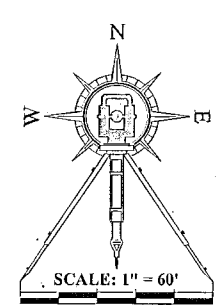
RECORDING INFORMATION

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT 2:00 O'CLOCK P.M. THIS 18th DAY OF August, 2023, A.D., AND IS DULY RECORDED IN BOOK NUMBER 11 OF PLATS, PAGE NUMBER 284.

Kari Clausen
By: Kari Clausen DC
COUNTY CLERK



RESUBDIVISION PLAT OF
LOT "C-1" & TRACT "B", MARY SUE ADDITION,
TO BE KNOWN AS
LOT "C-4" & TRACT "B-1", MARY SUE ADDITION,
BEING SITUATED IN PORTIONS OF THE NW1/4, SECTION 25,
TOWNSHIP 50 NORTH, RANGE 72 WEST, OF THE 6TH P.M.,
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

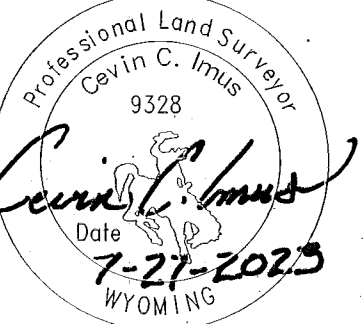


LEGEND - PROPERTY CORNERS

- = (SET) 2023 ALUMINUM CAP, PLS 9328
- ◊ = (FOUND) ALUMINUM CAP, LS 567
- ◆ = (FOUND) WYDOT BRASS CAP
- = (FOUND) ILLEGIBLE ALUMINUM CAP
- = (FOUND) 1992 ALUMINUM CAP, PLS 538
- ▲ = (FOUND) BARE REBAR, NO CAP
- WC = WITNESS CORNER
- ALL COURSES ARE MEASURED, UNLESS NOTED

PREPARED FOR:
NORTH PARK TRANSPORTATION
COMPANY, INC.
800 AXEL'S AVENUE
GILLETTE, WY 82718

PREPARED BY:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716
1-307-682-1661 www.lsi-inc.us



SURVEYOR'S CERTIFICATE

I, KEVIN C. IMUS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT, AND COMPLETE PLAT OF THE RESUBDIVISION OF LOT "C-1" & TRACT "B", MARY SUE ADDITION, TO BE KNOWN AS LOT "C-4" & TRACT "B-1", MARY SUE ADDITION, AS LAID OUT, PLATTED, AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY AND IMPROVEMENTS BY ME AND UNDER MY DIRECT SUPERVISION.

DATE OF PLAT OR MAP: JULY, 2023 (KEVIN C. IMUS)

ADVANCE AGREEMENT
BETWEEN THE CITY OF GILLETTE
AND NORTH PARK TRANSPORTATION CO. INC,
FOR 700 AXEL'S AVE

THIS ADVANCE AGREEMENT made this ____ day of _____, 20__, by and between North Park Transportation Co. Inc, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows:

TRACT "B-1" OF PART OF LOT "C-4" & TRACT "B-1", MARY SUE ADDITION, BEING SITUATED A PORTION OF THE NW1/4, SECTION 25, TOWNSHIP 50 NORTH, RANGE 72 WEST (A.K.A 700 AXEL'S AVE)

This tract of land shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is currently within the limits of the CITY but has been determined to be of great distance from CITY sewer services; and

WHEREAS, the LANDOWNER desires to install and use in perpetuity a septic system within CITY limits, in exchange for a commitment to hook-up to CITY sewer services at a future date at the determination of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the execution of this ADVANCE AGREEMENT pertaining to the above-mentioned property as follows:

1. The parties acknowledge that the LAND is within the limits of the CITY and is under the jurisdiction of all CITY codes. After the signature of the Mayor of Gillette, under the direction of the City Council, the LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions, at any time and at the sole discretion of the CITY, to comply with State utilities statues and City Codes to complete the hook-up of sewer services to the CITY utilities infrastructure. The LANDOWNER, or any successor in interest, shall incorporate this requirement for sewer hook-up to the CITY, on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the City Zoning Map, Zoning Ordinance, Subdivision Regulations, Design and Construction Standards, Building Codes, and adopted Utility Codes. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, subsequent to the date of approval of this ADVANCE AGREEMENT, noting that the parcel "shall hook-up to the CITY sewer services without protest, at the discretion and direction of the Gillette City Council". The commitment to this ADVANCE AGREEMENT shall be recorded as part of each deed and is an agreement running with the property known as the LAND, enforceable by the CITY.
2. This ADVANCE AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Gillette Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. Upon hook-up to the CITY sewer infrastructure, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to State statutes and local ordinances.
4. The parties further agree as follows:

REQUEST

The LANDOWNER is requesting the use of one (1) septic system for use on the above-referenced property and the ability to replace said septic system at the time of failure if the CITY sewer system is not available within two hundred and fifty feet (250') of Axel's Avenue for connection.

REQUIREMENTS

Once the CITY sewer infrastructure is within two hundred and fifty feet (250') of Axel's Avenue the LANDOWNER agreed to the following:

- a. The LANDOWNER is required to acquire all necessary permits and approvals through the CITY and the Department of Environmental Quality (DEQ) prior to the installation of the septic system.
 - b. Prior to installation of the septic system, the LANDOWNER must submit a Soils Report to the CITY Planning Division, the CITY Engineering Division, and the CITY Clerk's Office.
 - c. The LANDOWNER agrees to connect to the CITY sewer system only after the system has been accepted by the CITY Council for public use.
 - d. The LANDOWNER agrees to pay the CITY a Plant Investment Fee, which is calculated on the size of the water meter required to serve the LAND as established by City Ordinance, at the prevailing rate at the time of connection for sewer service. The LANDOWNER will be responsible for establishing a billing account with the CITY and payment of each monthly sewer billing.
 - e. All costs of making the sewer service connection, including the construction, installation, and extension of required mains and related appurtenances between the LAND and the point of service determined by the CITY, are the responsibility of the LANDOWNER.
 - f. The CITY has no responsibility to maintain any service line. The LANDOWNER agrees to install the sewer service line to CITY specifications.
 - g. The LANDOWNER agrees to connect all buildings requiring sanitary sewer service to the City's system and remove or render inoperable all privies, vaults, septic tanks, etc. presently serving those buildings.
 - h. The LANDOWNER will obtain a plumbing permit and submit to all required inspections from the CITY when sewer service deemed required by City Council.
 - i. No service connections may be made for service outside of the LAND without prior approval of the City Council.
5. In the event of a subdivision taking place prior to the CITY sewer infrastructure being within two hundred and fifty (250') of Axel's Avenue, any additional septic system(s) will not be permitted for the newly created lot(s).
 6. The LANDOWNER hereby recognizes that this ADVANCE AGREEMENT serves as acknowledgement of the LANDOWNER that their property is currently within City limits and further acknowledges all

City Codes as the Rule of Law and binding. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this ADVANCE AGREEMENT may be acted upon any time at the sole discretion of the CITY.

7. LANDOWNER waives any irregularities in the subdivision process and specifically waives his right to protest the said future sewer hook-up requirements. The parties acknowledge that the CITY may choose not to execute the ADVANCE AGREEMENT pertaining to the LANDOWNER's land until the existing sewer main is extended in the direction of the parcel. The LANDOWNER specifically agrees and acknowledges that the timing of the sewer hook-up is within the sole discretion of the CITY so long as the sewer main is within two hundred and fifty feet (250') of Axel's Ave.
8. This ADVANCE AGREEMENT, and every part thereof, shall constitute an agreement running with the LAND described above and may be enforced by the CITY by an action at law or equity.
9. This ADVANCE AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This ADVANCE AGREEMENT shall bind each and every successor of interest in the LAND or any portion or parcel thereof.
10. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this ADVANCE AGREEMENT.
11. If any legal action is instituted to enforce any of the terms of this ADVANCE AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.
12. If any section, subsection, sentence, clause, phrase or portion of this ADVANCE AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED this _____ day of _____, 20____.

LANDOWNER:

North Park Transportation Co, Inc.

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20____, personally appeared before me
_____,
_____ Whom I know personally
_____ whose identity I verified on the basis of _____,
_____ whose identity I verified on the oath or affirmation of _____,
a credible witness,
to be the signer of the above and he/she acknowledged that he/she signed it.

Notary Public
My Commission Expires:

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20____, personally appeared before me
_____,
_____ Whom I know personally
_____ whose identity I verified on the basis of _____,
_____ whose identity I verified on the oath or affirmation of _____,
a credible witness,
to be the signer of the above and he/she acknowledged that he/she signed it.

Notary Public
My Commission Expires:

CITY OF GILLETTE:

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me Shay Lundvall, Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Notary Public
My Commission Expires:

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ July 9, 2024 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Ryan Conklin, Richard Cone, Matthew Nelson, Cristal Pratt, and Ian Scott.

Commission Members Absent: Jack Colson.

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

CALL TO ORDER

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

APPROVAL OF THE
MINUTES

A motion was made by Ian Scott to approve the meeting minutes of June 11, 2024. Richard Cone seconded the motion. Motion carried 5/0.

Case No.
PL2024-0070
ADVANCE
AGREEMENT –
700 Axle's Ave

Commissioner Ryan Conklin excused himself from consideration from this matter due to a conflict. The property owner, North Park Transportation Co, Inc., is requesting an Advance Agreement waiving the development requirement of hooking up to the City sewer system and subsequently requesting the allowance of the installation and use of a septic system within City limits.

The request was submitted after it was discovered that neighboring property owners to the south executed an Advance Agreement with the Gillette City Council in July of 1985. Citing the cost associated with a sewer main extension, the property owner is seeking an exception to the standard development requirements and are proposing that they be allowed to install and utilize in perpetuity a septic system until the time when the existing sewer main is extended and within two hundred and fifty feet (250') of Axel's Avenue, at which time they will be required to hook-up to the City sewer system.

Meredith Duvall said the city received no calls from the public on the case.

Chair Hottell asked if there were any comments from the public or Commission on the case.

Richard Cone asked how far it was from the property to the nearest sewer main. Ryan Conklin, agent for the property, said there was a sewer line under the highway and railroad that would require a lift station to be built that was approximately 1,800 feet in distance. There was another sewer line to the south approximately ½ mile in distance that might also require a lift station. Mr. Cone asked if the trucking facility located on the property previously had access to water or sewer. Mr. Conklin said the water was hooked into the Madison water line and the sewer was on a septic system which was allowed when it was built. Mr. Cone asked why the septic system was not being grandfathered in if it already existed. Meredith Duvall said the original agreement for the septic system was for a lot that had since been part of a new subdivision, and since that happened when that septic fails it would then be required to hook up city sewer.

Chair Hottell asked why this request was being brought up now after all this. Meredith Duvall said new or potential new property owners are requesting the use of septic. Ms. Duvall said the current development requirements are to hook up to city utilities and the

burden of extending a main is on the developer. Chair Hottell asked if there are codes in place that would make sure the septic would be done properly. Ms. Duvall said it is detailed out in the advanced agreement that the property owners would initiate a permit with Department of Environmental Quality and Campbell County would take over the permitting process as they coordinate septic permits with DEQ.

Richard Cone asked if obtaining the septic permit was a condition of the sale of the property and Ryan Conklin said it was, and the current owner wants to pursue the septic permit even if the sale does not go through.

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

Case No.
PL2024-0071
ADVANCE
AGREEMENT –
2500 E Hwy 14-
16

Commissioner Ryan Conklin excused himself from consideration from this matter due to a conflict. The property owner, Robert Ostlund, is requesting an Advance Agreement waiving the development requirement of hooking up to the City sewer system and subsequently requesting the allowance of the installation and use of a septic system within City limits.

The request was submitted after it was discovered that neighboring property owners to the south executed an Advance Agreement with the Gillette City Council in July of 1985. Citing the cost associated with a sewer main extension, the property owner is seeking an exception to the standard development requirements and are proposing that they be allowed to install and utilize in perpetuity a septic system until the time when the existing sewer main is extended and within two hundred and fifty feet (250') of Axel's Avenue, at which time they will be required to hook-up to the City sewer system.

Meredith Duvall said the city received no calls from the public on the case.

Chair Hottell asked if there were any comments from the public or Commission on the case.

There being no further comments or questions Ian Scott made a motion to approve the case, and Cristal Pratt seconded. The Motion carried 5/0.

OLD BUSINESS None.

NEW
BUSINESS Meredith Duvall said there will be upcoming public meetings for the Comp Plan July 10 and July 11, 2024. And the July 23, 2024, and August 13, 2024, Planning Commission meetings are canceled.

ADJOURNMENT The meeting was adjourned at 5:31 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration to Enter into an Advance Agreement Between the City of Gillette and Robert Ostlund for 2500 E Hwy 14-16. (Planning Commission Vote: 5/0)

BACKGROUND:

The Owner is seeking an Advance Agreement with the City of Gillette for 2500 E Hwy 14-16. The landowner is requesting that the Advance Agreement allow them to install and utilize a septic system on their property that is within city limits. The request was submitted after it was discovered that neighboring property owners to the south executed an Advance Agreement with the Gillette City Council in July of 1985. Citing the cost associated with a sewer main extension, the property owner is seeking an exception to the standard development requirements and are proposing that they be allowed to install and utilize in perpetuity a septic system until the time when the existing sewer main is extended and within two hundred and fifty feet (250') of Axel's Avenue, at which time they will be required to hook-up to the City sewer system.

The requested property is Tract A, of the Mary Sue Addition and is currently zoned I-1, Light Industrial; the property is currently vacant and has no structures located on the lot.

See attached documents:

- Plat
- Proposed Advance Agreement
- Planning Case File of Advance Agreement from 1985
- Other supporting documents

This case was approved by the Planning Commission during their July 9, 2024, meeting with a vote of 5/0.

ACTUAL COST VS. BUDGET:

N/A

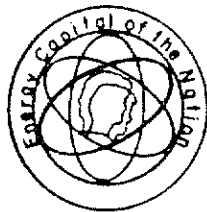
SUGGESTED MOTION:

I move to Grant Approval for City Council to Enter into an Advance Agreement Between the City of Gillette and Robert Ostlund for 2500 E Hwy 14-16.

STAFF REFERENCE:

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

ATTACHMENTS:**Click to download**☐ [Planning Case File of Advance Agreement from 1985](#)☐ [Administrator Letter](#)☐ [Letter Requesting Advance Agreement](#)☐ [Vicinity Map](#)☐ [Plat](#)☐ [Advance Agreement](#)☐ [Meeting Minutes 7.9.24](#)



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

DEPARTMENT OF PLANNING
AND DEVELOPMENT
686-5281

December 5, 1985

David A. Potter, President
Norwest Bank of Gillette
P. O. Box 3012
Gillette, WY 82716

RE: Irrevocable Letter of Credit No. 57

Dear Mr. Potter:

This office has been holding the above-referenced letter of credit in the amount of \$23,300.00 to secure public improvements associated with the Resubdivision of Tract C, Mary Sue Addition. Those improvements have now been completed and accepted by the City of Gillette.

Therefore, we are releasing the attached letter of credit by marking it "VOID" and returning it to you.

Should you have any questions, please do not hesitate to call.

Sincerely,

Tom Drake

Tom Drake
Zoning Administrator

TD/fr

xc: Axel Ostlund (w/a4.)
P. O. Box 989
Gillette, WY 82716

IRREVOCABLE LETTER OF CREDIT

July 29, 1965

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

Irrevocable Letter of Credit No. 57

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor and authorize you to draw on us, up to an aggregate amount of Twenty-Three Thousand Three Hundred Dollars (\$23,300.00), available by your draft (s) at sight accompanied by your written certification that Axel R. Olstund has failed to install water line in the Mary Sue Addition.

We engage with you that all draft (s) drawn under and in compliance with the terms of this credit will be duly honored by us as specified if presented at this office on or before 4:30 o'clock p.m., May 05, 1967 or any extended date, it being a condition of this Irrevocable Letter of Credit that it shall be automatically extended for additional periods of one year from the present or each future expiration date unless thirty days prior to such date we shall notify you in writing by registered mail at the above address, that we elect not to renew this Letter of Credit for such additional period. Upon receipt by you of such notice, you may draw on us hereunder by means of your draft on us at sight for the full amount of this Letter of Credit.

Except so far as otherwise expressly stated, this Credit is subject to the Uniform Customs and Practices for Commercial Documentary Credits fixed by the International Chamber of Commerce applicable at the date of this letter.

Very truly yours,

NORWEST BANK GILLETTE, N.A.

By: 
David A. Potter, President

ADDENDUM "A"

Summmary and Engineer's Estimate of Costs of Required
Public Improvements Resubdivision of Tract 'C', Mary Sue Addition
Subdivision as approved by the City Engineer.

IMPROVEMENTS	ESTIMATED COSTS
12" PVC Water Main:	^{1,406} 1,408 L.F. x \$ 20/L.F. = \$28,160
Fire Hydrants:	✓ 3 Each x \$1300/Each = 3,900
12" Tap to Madison Line:	✓ 1 Each x \$6000/Each = 6,000
12" x 12" x 6" Tees:	✓ 3 Each x \$ 380/Each = 1,140
12" Tees:	✓ 1 Each x \$ 380/Each = 380
12" 45° Elbows:	✓ 2 Each x \$ 300/Each = 600
12" Gate Valve:	✓ 4 Each x \$ 800/Each = 3,200
12" Plug:	✓ 2 Each x \$ 150/Each = 300
2" Service Taps:	✓ 4 Each x \$ 350/Each = 1,400
Test:	✓ 1 Each x \$ 500/Each = 500
4" Electrical Conduit:	✓ 40 L.F. x \$ 10/L.F. = 400
Construction Engineering:	= 2,200
	TOTAL = \$48,180
	<i>TSM</i>
	<i>OK Roger 12-2-85</i>

PREPARED BY: *Edward S. Smith* / July 12, 1985
Engineer: P.C.A. Date

APPROVED BY: _____ / _____
City Engineer Date

RECORDED PLAT

AGREEMENT RELATING TO THE COMPLETION OF IMPROVEMENTS IN THE
Resubdivision of Tract 'C', Mary Sue Addition _____ SUBDIVISION.

THIS AGREEMENT, entered into as of this _____ day of _____, 19____, by and between the CITY OF GILLETTE, WYOMING, (hereinafter called "City"), and Axel R. Ostlund _____, (hereinafter called "Subdivider").

W I T N E S S E T H:

- 1) That the Subdivider has submitted to the City for approval an application for a subdivision permit and a subdivision plat of the Resubdivision of Tract 'C' Mary Sue Addition Subdivision; and
- 2) That certain public improvements are required by the City of Gillette Subdivision Regulations, (hereinafter called "Regulations"), to be installed by the Subdivider; and
- 3) That the Subdivider is required by the Regulations to install or guarantee the installation of all required public improvements according to plans and specifications approved by the City Engineer and the Wyoming Department of Environmental Quality prior to approval of the subdivision plat; and
- 4) Once the plat is recorded, the City Building Department may issue building permits if none of the land within the subdivision is zoned R-S, R-1, R-2, R-3, R-4 or M-H. In all other cases, building permits may not be issued until all required sewer and water improvements are installed and approved by the City Engineer and the final subdivision grading plan is prepared and approved.
- 5) Certificates of occupancy may not be issued until all public improvements except streets and sidewalks have been installed and approved by the City Engineer. Certificates of occupancy may be issued before all streets are completed once the temporary surface is constructed and approved by the City Engineer.

Approval of a particular temporary surface shall not relieve the subdivider of the responsibility to complete all improvements according to the approved plans and specifications within the eighteen month construction time limit in Section 6-c-(11)-(k) of the City Subdivision Regulations.

- 6) That the amount of the guarantee is based on an estimate made by the City Engineer and is in an amount not less than seventy-five percent (75%) of the estimated cost of all required public improvements remaining to be installed and approved; and
- 7) That the Subdivider has furnished to the City a guarantee of the proper installation of public improvements in the following form: An Irrevocable Letter of Credit, Number 57, from the Norwest Bank Gillette, N.A., Bank of Gillette, Wyoming in the amount of Twenty-three Thousand Three Hundred Dollars (\$ 23,300.00). That the expiration date of the Letter of Credit is no less than 120 days after the date of completion of the improvements as specified herein.

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

1. All public improvements designated on Addendum A to this contract, attached hereto and incorporated herein by this reference, and being a list of the required improvements and Engineer's estimate of construction costs as approved by the City Engineer, shall be constructed and completed by the Subdivider according to plans and specifications prepared by Professional Consulting Associates and approved by the City Engineer.
2. All improvements designated on Addendum A shall be installed, constructed and completed by the Subdivider within seventeen (17) months from the date of approval of the final plat by the City Council. 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 Subdivider shall inform the City Engineer at least once a month as to the progress of construction,

shall give written notice to the City Engineer of completion of improvements or categories thereof and shall cooperate in the reasonable inspection of improvements by the City Engineer.

4. Within ten (10) days after receipt of the above notice of completion, the City Engineer shall inspect the improvements to which notice of completion applies and, within ten (10) days after receipt, give the Subdivider either written notice of approval or disapproval and corrective action required. Upon completion of corrective action, notice, inspection and approval or disapproval shall be required in a like manner as above. Written notice of approval of the City Engineer of an improvement or corrective action, or failure of the City Engineer to inspect and approve or disapprove the same, within ten (10) business days from receipt of the compliance notice, shall constitute approval by the City of Gillette under the terms of this agreement.
5. The estimated cost of constructing the public improvements is agreed to be that set forth on Addendum A. The Irrevocable Letter of Credit, Number 57, from the Norwest Bank Gillette, N.A. Bank of
Gillette, Wyoming in the amount of Twenty-Three
Thousand Three Hundred Dollars, (\$ 23,300.00) is to guarantee that the funds are available for the completion of all public improvements described in Addendum A. Upon completion of all public improvements, approval of the public improvements by the City Engineer, and acceptance by the City Council, this agreement shall become null and void and of no force effect in which event the Irrevocable Letter of Credit shall be returned to the Subdivider. If the improvements are not completed and approved on or before the end of the contract period, then the City shall obtain funds from the Irrevocable Letter of Credit to complete the described improvements and to recover the cost thereof including administrative costs incurred as a result of the failure of timely completion. In the event the amount of the Irrevocable Letter of Credit is not sufficient to complete the improvements as designated in Addendum A to the approval of the City Engineer then the Subdivider 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 the Irrevocable Letter of Credit shall not exceed the fact amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, each of which is deemed an original, as of the date first above written.

ATTEST:

CITY OF GILLETTE, WYOMING

City Clerk

Mayor, City of Gillette

SUBDIVIDER

(Corporate Seal or Notary)

Axel R. Ostlund
Axel R. Ostlund

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Agreement was acknowledged before
me by AXEL R. OSTLUND
this 29 day of July, 1985.

Witness my hand and official seal.

Robert L. Ostlund
Notary Public

My Commission Expires: JUNE 17, 1989

ADDENDUM "A"

Summary and Engineer's Estimate of Costs of Required
Public Improvements Resubdivision of Tract 'C', Mary Sue Addition
Subdivision as approved by the City Engineer.

IMPROVEMENTS

ESTIMATED COSTS

6" PVC Water Main:	1,408 L.F. x \$ 10/L.F. = \$14,080
Fire Hydrants:	3 Each x \$1300/Each = 3,900
6" Tap to Madison Line:	1 Each x \$6000/Each = 6,000
6" Tees:	4 Each x \$ 150/Each = 600
6" 45° Elbows:	2 Each x \$ 100/Each = 200
6" Gate Valve:	4 Each x \$ 400/Each = 1,600
6" Plug:	2 Each x \$ 80/Each = 160
2" Service Taps:	4 Each x \$ 350/Each = 1,400
Test:	1 Each x \$ 500/Each = 500
4" Electrical Conduit:	40 L.F. x \$ 10/L.F. = 400
Construction Engineering:	= 2,200
	TOTAL = \$31,040

PREPARED BY: Edward S. Scott / July 12, 1985
Engineer: P.C.A. Date

APPROVED BY: [Signature] / 7-19-85
City Engineer Date

ADDENDUM "A"

Summmary and Engineer's Estimate of Costs of Required
Public Improvements Resubdivision of Tract 'C', Mary Sue Addition
Subdivision as approved by the City Engineer.

IMPROVEMENTS	ESTIMATED COSTS
12" PVC Water Main:	1,408 L.F. x \$ 20/L.F. = \$28,160
Fire Hydrants:	3 Each x \$1300/Each = 3,900
12" Tap to Madison Line:	1 Each x \$6000/Each = 6,000
12" x 12" x 6" Tees:	3 Each x \$ 380/Each = 1,140
12" Tees:	1 Each x \$ 380/Each = 380
12" 45° Elbows:	2 Each x \$ 300/Each = 600
12" Gate Valve:	4 Each x \$ 800/Each = 3,200
12" Plug:	2 Each x \$ 150/Each = 300
2" Service Taps:	4 Each x \$ 350/Each = 1,400
Test:	1 Each x \$ 500/Each = 500
4" Electrical Conduit:	40 L.F. x \$ 10/L.F. = 400
Construction Engineering:	= 2,200
	TOTAL = \$48,180

PREPARED BY: Edward S. Scott / July 12, 1985
Engineer: P.C.A. Date

APPROVED BY: _____ / _____
City Engineer Date

STZ

CITY PLANNING COMMISSION
REGULAR MEETING - CITY COUNCIL CHAMBERS
JULY 8, 1985 - 8:00 P.M.

PRESENT: Carolee Gazzolo, Dale Roth, Bob Kovacich, Dave Ham and
Chris Hard, Vice Chairman.

ABSENT: Marty Gulley and Rich Omland.

CALL TO ORDER: Vice Chairman Hard called the regular meeting of the Planning
Commission to order at 8:05 p.m.

APPROVAL OF MINUTES: Mr. Roth made a motion to approve the minutes of the June 24,
1985, regular meeting, as written. Mrs. Gazzolo seconded the
motion. The motion carried - 4/0.

FINAL PLAT:
CASE NO. 85.029SP
Resub. Tract "C",
Mary Sue Addn.

Tom Drake, Planner II, made the staff presentation for the final plat of the Resubdivision of Tract "C", Mary Sue Addition. The applicant, Axel Ostlund, seeks to subdivide an existing industrial tract into 3 lots. The property is located about 700' south of U.S.14/16 on the west side of Axel's Avenue, and extending south about $\frac{1}{4}$ mile. The existing Tract "C" has 33.6 acres and is zoned I-1, Light Industrial District. The proposed resubdivision would create two smaller lots of about $2\frac{1}{2}$ acres each on the northern 600' of the tract and a larger 28-acre third lot. The property is presently vacant, except for some horse barns in the southern portion. Mr. Drake also listed the surrounding uses which are adjacent to this property. He also discussed the proposed paving for this resubdivision.

Mr. Drake also stated that a 12" water line will be installed along Axel's Avenue in conjunction with CAMPLEX. The subdivider intends to pursue a recorded plat, with letter of credit, so that lots may be sold before the improvements are completed. Septic tanks are proposed for sewage disposal. The nearest City sewer is about 400' south of the SW corner of proposed Lot C-3. Over $\frac{1}{2}$ mile of sewer line would be needed to serve the 3 lots. Mr. Drake also discussed Section 17-10 of the Gillette City Code which explains how properties within the City should connect onto public sewer. Staff is recommending approval of the septic tanks for this resubdivision because it would not be practical to serve the lots with public sewer. However, a soils report will be needed to verify that the soils are suitable for septic systems. In addition, a waiver of protest to a future local improvement district must be executed by the current property owner, such that a sewer serving all lots in this resubdivision must be constructed when a public sewer is available within 250' of Axel's Avenue.

Also, Mr. Drake said that a drainage study will be needed for each proposed lot, and he listed deficiencies which are on the plat at this time. In conclusion, Mr. Drake stated that staff recommends APPROVAL of this plat, with the following

CASE NO. 85.029SP
(continued)

conditions: 1) completion of all final checklist items, including an O & E Report; 2) correction of all plat deficiencies; and, 3) completion of a soils report verifying the suitability of septic systems for these lots, and execution of a waiver of protest to a future local improvement district to provide sewer to these lots at such time as public sewer is available within 250' of Axel's Avenue.

Mr. Roth asked what would be done if the soils report showed that the soils are not suitable for a septic system. Mr. Drake discussed the alternatives which could be used if this happened. Ed Scott, representing the petitioner, stated that the soils will be checked to see if there is enough leaching capability for absorption. He also stated that other options include leach pits or evapotranspiration. He further stated that Salt Creek Freightways to the north is on a septic system, so suitable soils should be found. Mr. Scott also said that the necessary corrections have been made and submitted today to the Planning Department. He also discussed the water line installation and easement dedications, as well as other aspects of this resubdivision. There were no questions for Mr. Scott from the Commission.

There being no further discussion, Mr. Kovacich made a motion to recommend APPROVAL of this proposed resubdivision plat, subject to staff recommendations. Mr. Roth seconded the motion. The motion carried - 4/0.

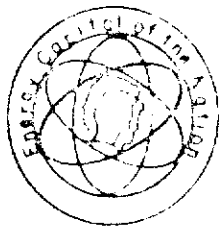
OLD BUSINESS:

Joe Racine, Planning Director, discussed the proposed annexation task force. He also mentioned that \$15,000 has been approved for an economic base study, and how the Campbell County Economic Development Corporation and Planning Department will be involved with this project.

ADJOURNMENT:

There being no further business, Mr. Kovacich made a motion to adjourn the meeting. Mr. Ham seconded the motion. The motion carried - 4/0. The meeting adjourned at 8:20 p.m.


Floy E. Rogers, Secretary



file

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

RECEIVED JUL 03 1985

July 3, 1985

Mr. Ed Scott, P.E.
Professional Consulting Associates
P. O. Box 2185
Gillette, WY 82716

RE: Mary Sue Addition

Dear Ed:

We have reviewed the final plans for the above subdivision. The following deficiencies were noted.

1. No cover sheet was submitted.
2. The engineer must sign the improvement plans.
3. The watermain must extend south to serve lot C-3 and a valve installed.
4. If there is a bench mark in the vicinity, please note it on the plans.

There is no drainage report for the subdivision. A drainage study and report must be filed with the development of each lot in this subdivision. Also, the 12 inch main must be extended to the south line of Lot C-3 at the time the lot is developed.

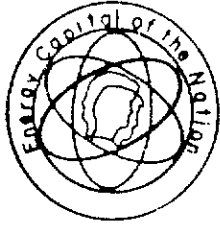
Please contact me at 686-5265 if you have any questions.

Sincerely,

Tom Berkland
Engineer II

TB/kmc

cc: Planning Department ✓



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

MEMORANDUM

TO: The Mayor and Members of the City Council

FROM: John Darrington, City Administrator

SUBJECT: Resubdivision of Tract "C", Mary Sue Addition -
Final (Minor) Plat

DATE: July 10, 1985

Recommendation

It is recommended that the Mayor and City Council approve on first reading, the resubdivision plat of Tract "C", Mary Sue Addition. Also, the staff recommends that the Council approve a variance to the Subdivision Regulations requirement for sewer service ~~for~~ pavement of the entire length of the street, as described below. *and*

Background

This property is located about 700 feet south of U.S. Highway 14/16 on the west side of Axel's Avenue, just south of the Salt Creek Freight terminal. The property is zoned I-1, Light Industrial District, and is currently vacant except for some horse barns.

CAMPLEX is across Axel's Avenue to the east. A 12-inch water line is to be installed along Axel's Avenue in cooperation with CAMPLEX. The water line will be on the west side of the street. City electric is on the east side. It is proposed that those lines cross Axel's Avenue just south of the end of the pavement.

The resubdivision would create three lots from one existing tract. Two lots would be about $2\frac{1}{2}$ acres each in size at the northern end of the property, and a large 28-acre lot would occupy the remainder of the tract. Axel's Avenue is paved almost to the 28-acre lot. No further paving of Axel's Avenue is being proposed. The staff agrees with this proposal. However, at such time that the 28-acre lot is further resubdivided or a building permit issued, paving would be required.

Approximately $\frac{1}{2}$ mile of sewer line would need to be installed to service these three lots, which does not appear to be practicable. The staff recommends allowing septic tanks. However, a waiver of protest to a future local improvement district should be executed, providing that a sewer will be constructed to these lots when public sewer is available within 250 feet of Axel's Avenue.

The Planning Commission voted to CONDITIONALLY APPROVE this plat at their regular meeting on July 8, 1985. That approval was conditioned upon:

MEMORANDUM
The Mayor and City Council
July 10, 1985
Page 2

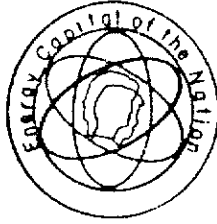
- 1) Completion of all final checklist items, including an Ownership and Encumbrance Report.
- 2) Completion of a soils report verifying the suitability of the lots for septic systems.
- 3) Execution of a waiver of protest to a future local improvement district to construct a sewer to these lots when a public sewer is available within 250 feet of Axel's Avenue.

The applicant was notified of the above conditions and provided a tentative schedule of City Council considerations of this plat. He has also been advised that staff will recommend tabling the plat at third reading if those conditions and other requirements have not been met.

It is recommended that the plat be approved on first reading at the Council's July 15, 1985, meeting.

John Darrington
City Administrator

TD/JD/fr



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

August 13, 1985

Axel R. Ostlund
P. O. Box 989
Gillette, WY 82716

RE: Resubdivision of Tract C, Mary Sue Addition

Dear Mr. Ostlund:

This letter is to inform you that the above-referenced plat was filed for recording at the office of the Campbell County Clerk on Friday, August 9, 1985. The Plat was recorded in Book 4 of Plats, Page 225, at 11:30 a.m.

Should you have any questions, please do not hesitate to call.

Sincerely,

Tom Drake

Tom Drake
Planner II

TD/fr

xc: Ed Scott
Professional Consulting Associates
P. O. Box 2185
Gillette, WY 82716

John Darrington, City Administrator
Wyoming Televents, Inc.
Mountain Bell, Sheridan

ADDENDUM "A"

Summary and Engineer's Estimate of Costs of Required
Public Improvements Resubdivision of Tract 'C', Mary Sue Addition
Subdivision as approved by the City Engineer.

IMPROVEMENTS	ESTIMATED COSTS
6" PVC Water Main:	1,408 L.F. x \$ 10/L.F. = \$14,080
Fire Hydrants:	3 Each x \$1300/Each = 3,900
6" Tap to Madison Line:	1 Each x \$6000/Each = 6,000
6" Tees:	4 Each x \$ 150/Each = 600
6" 45° Elbows:	2 Each x \$ 100/Each = 200
6" Gate Valve:	4 Each x \$ 400/Each = 1,600
6" Plug:	2 Each x \$ 80/Each = 160
2" Service Taps:	4 Each x \$ 350/Each = 1,400
Test:	1 Each x \$ 500/Each = 500
4" Electrical Conduit:	40 L.F. x \$ 10/L.F. = 400
Construction Engineering:	= 2,200
	TOTAL = \$31,040

PREPARED BY: Edward S. Light / July 12, 1985
Engineer: P.C.A. Date
APPROVED BY: J. M. Smith / 7-19-85
City Engineer Date

July 29, 1985


JOHN DARRINGTON
CITY ADMINISTRATOR
CITY OF GILLETTE
201 E 5TH STREET
GILLETTE WY 82716

Re: Resubdivision of Tract 'C' of the Mary Sue Addition

Dear Mr. Darrington:

I wish to request emergency final approval of the referenced resub-
division at the City Council's next regular meeting on August 5, 1985.
I request this action so that the closing on the land sale may be held
and then the buyer can commence with his building plans. My buyer is
anxious to begin so that he may be in his building before winter.

Respectfully Requested,


Axel R. Ostlund
P.O. Box 989
Gillette, Wyoming 82716

Professional Consulting Associates

P.O. Box 2185
Gillette, Wyoming 82716
(307) 687-0600

LETTER OF TRANSMITTAL

TO TOM DRAKE
PLANNING DEPT
CITY OF GILLETTE

DATE	7-30-85	JOB NO.	850795.1
ATTENTION			
RE: <u>RESUB. TRACT 'C', MARY SUE</u>			
<u>ADDITION</u>			

GENTLEMEN:

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via delivery the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	REV. NO.	DESCRIPTION
1	7-30-85	-	Final Plat Checklist
1	7-10-85	-	Ownership and Encumbrance Report
1	7-29-85	-	Check for \$50.00 filing fee
1	7-29-85	-	Letter to J. Darrington requesting emergency approval
1	7-29-85	-	Advance Agreement To Join A L.I.D.
1		-	Improvements Agreement
1	7-29-85	-	Irrevocable Letter of Credit No. 57 from Norwest

THESE ARE TRANSMITTED as checked below:

- ☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☒ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS TOM - I BELIEVE THAT THIS FULFILLS ALL THE SUBMITAL
REQUIREMENTS FOR THE REFERENCED PROJECT. THE PERMIT TO
CONSTRUCT HAS BEEN OBTAINED FROM THE ENGINEERING DIVISION
AND THE SOILS/PERCOLATION REPORT HAS PREVIOUSLY BEEN SUBMITTED
TO THEM.
PLEASE SCHEDULE THIS PLAT FOR EMERGENCY APPROVAL
AT THE NEXT CITY COUNCIL MEETING.

COPY TO BOB OSTUND

SIGNED: Ed Smith



ROCKY MOUNTAIN TITLE INSURANCE AGENCY
of Gillette

316 South Gillette Avenue • P.O. Box 879 • Gillette, WY 82716 • (307) 686-2244

OWNERSHIP AND ENCUMBRANCE REPORT

Case No. 85-7-18

ROCKY MOUNTAIN TITLE INSURANCE AGENCY OF GILLETTE, duly licensed abstracters in and for the County of Campbell, State of Wyoming, hereby reports the following information after a careful search of the records in the offices of the County Clerk, County Treasurer and Clerk of the District Court, in and for the County of Campbell, State of Wyoming, concerning subject property:

Tract C of
THE MARY SUE ADDITION
According to the official plat thereof,
County of Campbell, State of Wyoming

OWNER(S) OF RECORD: Axel R. Ostlund, of Box 989, Gillette, Wyoming, by reason of Warranty Deed dated February 15, 1983 and recorded April 21, 1983 in Photos Book 675, Page 63; and by reason of Warranty Deed dated August 25, 1971 and recorded August 27, 1971 in Photos Book 226, Page 30.

NOTE: There is a Notice of Agreement For Quitclaim Deed by and between MARY E. SHIPPY as grantor and Axel R. Ostlund as grantee, dated June 28, 1983 and recorded July 7, 1983 in Photos Book 690, Page 122. Said agreement is on a tract of land 30 feet wide off the east half of the west half of the northwest quarter of Section Twenty-five, Township Fifty North, Range Seventy-two West.

JUDGMENTS: None

STATUS OF TAXES: Taxes for the year 1984 have been paid in full in the amount of \$232.34 in the names of John C. Ostlund and Axel R. Ostlund and are shown as Tax Notice #4175.

SPECIAL ASSESSMENTS: None

The foregoing is not to be considered an abstract of title; and the liability of the undersigned is considered to be no greater than the sum rendered.

Dated and signed this 10th day of July, A.D., 1985 at 8:00 a.m.

ROCKY MOUNTAIN TITLE INSURANCE AGENCY OF GILLETTE

By: 

Abstracter

ct

CAMPBELL COUNTY PUBLIC LAND BOARD
801 E. 4TH, SUITE 7
GILLETTE, WY 82716
(307) 686-0108

June 19, 1985

Axel R. Ostlund
P. O. Box 989
Gillette, WY 82716

Dear Mr. Ostlund:

Per our conversation of June 6, 1985, this is to advise of the Campbell County Public Land Board's agreed level of participation in the cost of the proposed waterline along the west side of Axel's Avenue.

Firstly, the Board concluded that they would participate only in construction cost and not engineering cost. Secondly, the Board will participate in the construction cost only if the line is twelve inches (12") in diameter, as this line would become part of the Board's "loop" through the active recreation area, back to the Madison waterline. Thirdly, the Board wants a twelve inch (12") stub run easterly across Axel's Avenue, to their property on the east side thereof.

The Board then agreed to pay fifty percent (50%) of the cost of constructing the following items:

- Tap to the Madison waterline
- 12 inch diameter main along Axel's Avenue
- 12 inch T and valve for the stub to the east
- 12 inch diameter stub to the east.

As we discussed, to preclude the possibility of any financing problems, on the part of the Land Board, it would be most desirable were the project advertised and let publicly. You, being the controlling agent should retain the right to reject any bids for irregularities etc., or reject all bids, in order to preclude construction by an undesirable entity. With no federal money involved, the 5% Wyoming Resident Contractor rule should also be put in the specifications.

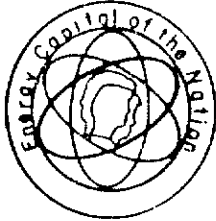
I would appreciate the opportunity to review the plans and specifications prior to bidding.

Sincerely,



Robert L. Stephany
Executive Manager

RLS/kjb



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

July 9, 1985

Axel R. Ostlund
P. O. Box 989
Gillette, WY 82716

RE: Resubdivision of Tract "C", Mary Sue Addition - Final Plat

Dear Mr. Ostlund:

This letter is to inform you that, at their regular meeting on July 8, 1985, the Gillette Planning Commission voted to **CONDITIONALLY APPROVE** the above-referenced resubdivision. That approval is conditioned upon the following:

1. Completion of all final checklist items, including an Ownership and Encumbrance Report.
2. Completion of a soils report verifying that these lots are suitable for septic systems.
3. Execution of a waiver of protest to a future local improvement district to provide sewer to these lots at such time as a public sewer is available within 250 feet of Axel's Avenue.

This plat will now be forwarded to the City Council for first reading consideration at their regular meeting at 7:30 p.m., Monday, July 15, 1985, in the City Council Chambers, 201 East Fifth Street. The plat is scheduled to receive third and final reading on August 19, 1985.

However, before recommending approval for third reading, this Department requires that the plat be completed in all respects; that all conditions of approval be satisfied; that all signatures, recording fees and separate instruments be provided. In addition, all final engineering drawings, specifications, etc., must be completed.

Should you have any questions, please do not hesitate to call.

Sincerely,

Tom Drake
Planner II/Zoning Administrator

TD/fr

xc: Ed Scott, Professional Consulting Associates
Rich Omland, Planning Commission Chairman

**Professional
Consulting
Associates**

P.O. Box 2185
Gillette, Wyoming 82716
(307) 687-0600

Edward S. Scott, P.E.

Bob R. Butler, L.S.

July 8, 1985

TOM BERKLAND
ENGINEERING DIVISION
CITY OF GILLETTE
201 E 5th ST
GILLETTE WY 82716

Re: Mary Sue Addition Water Line

Dear Tom:


The plans have been revised per our review and your letter of July 3, 1985.

1. Sheet 1/2 is the cover sheet as previously submitted.
2. I had previously signed the plans.
3. The line was extended to the south to serve Lot C-3, and a valve was shown.
4. There was a bench mark shown on the plan. It is on the base of the street light along Hwy 51.
5. The conduit is shown across Axel's Ave.
6. The easements are now shown on the plan.

Enclosed are two revised sets of plans for your approval.

Sincerely,

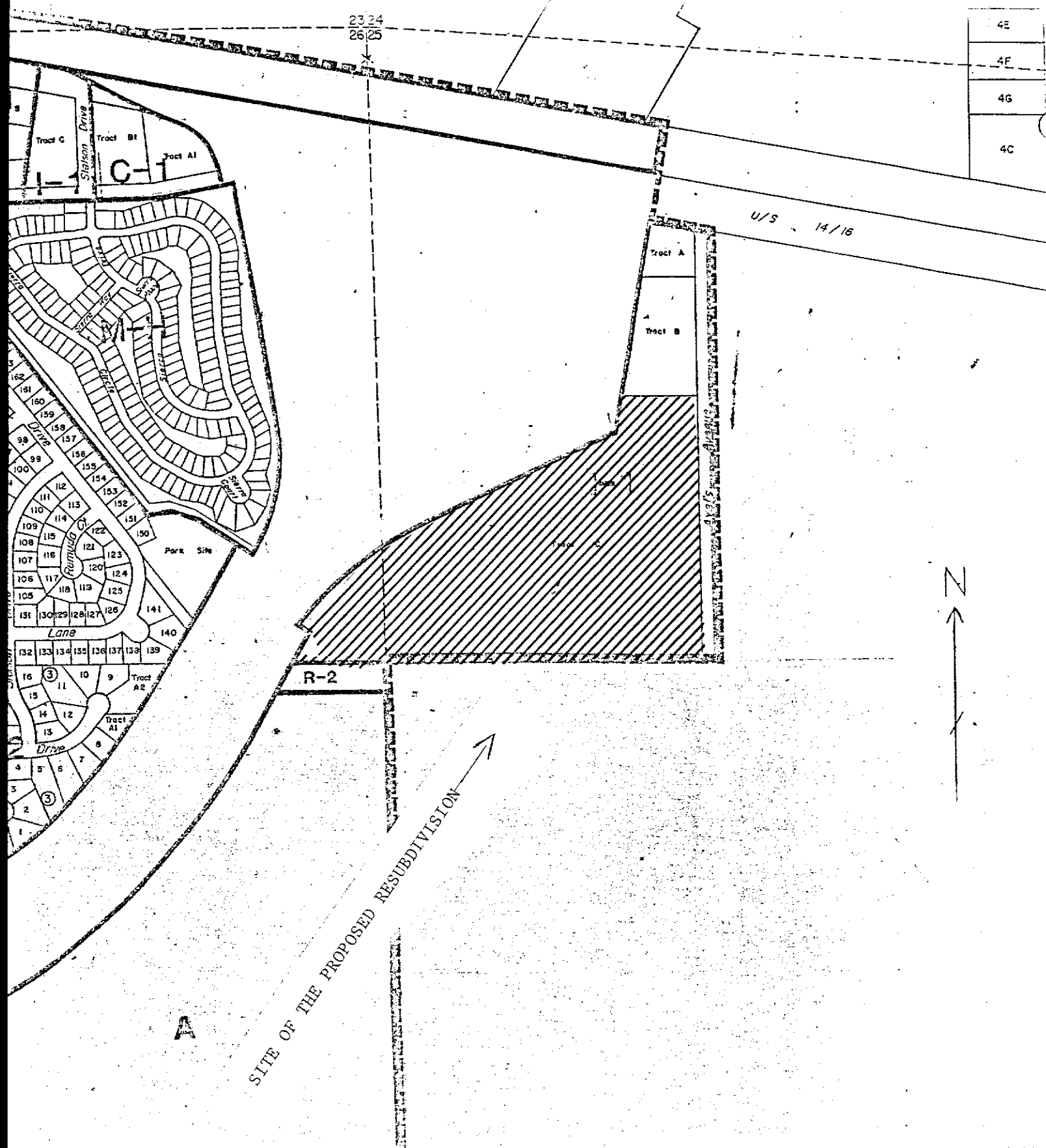
PROFESSIONAL CONSULTING ASSOCIATES

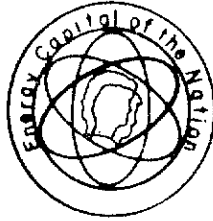

Edward S. Scott, P.E.

Enclosure

cc: Bob Ostlund
Tom Drake ✓

ESS/sg





City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

July 5, 1985

Axel R. Ostlund
P. O. Box 989
Gillette, WY 82716

RE: Resubdivision of Tract "C", Mary Sue Addition -
Final Plat

Dear Mr. Ostlund:

This letter is to remind you that the above-referenced case will be reviewed by the City Planning Commission, at its next regular meeting on Monday, July 8, 1985, beginning at 8:00 p.m. in the City Council Chambers, 201 East Fifth Street. I have attached a copy of the case sheet to familiarize you with staff recommendations.

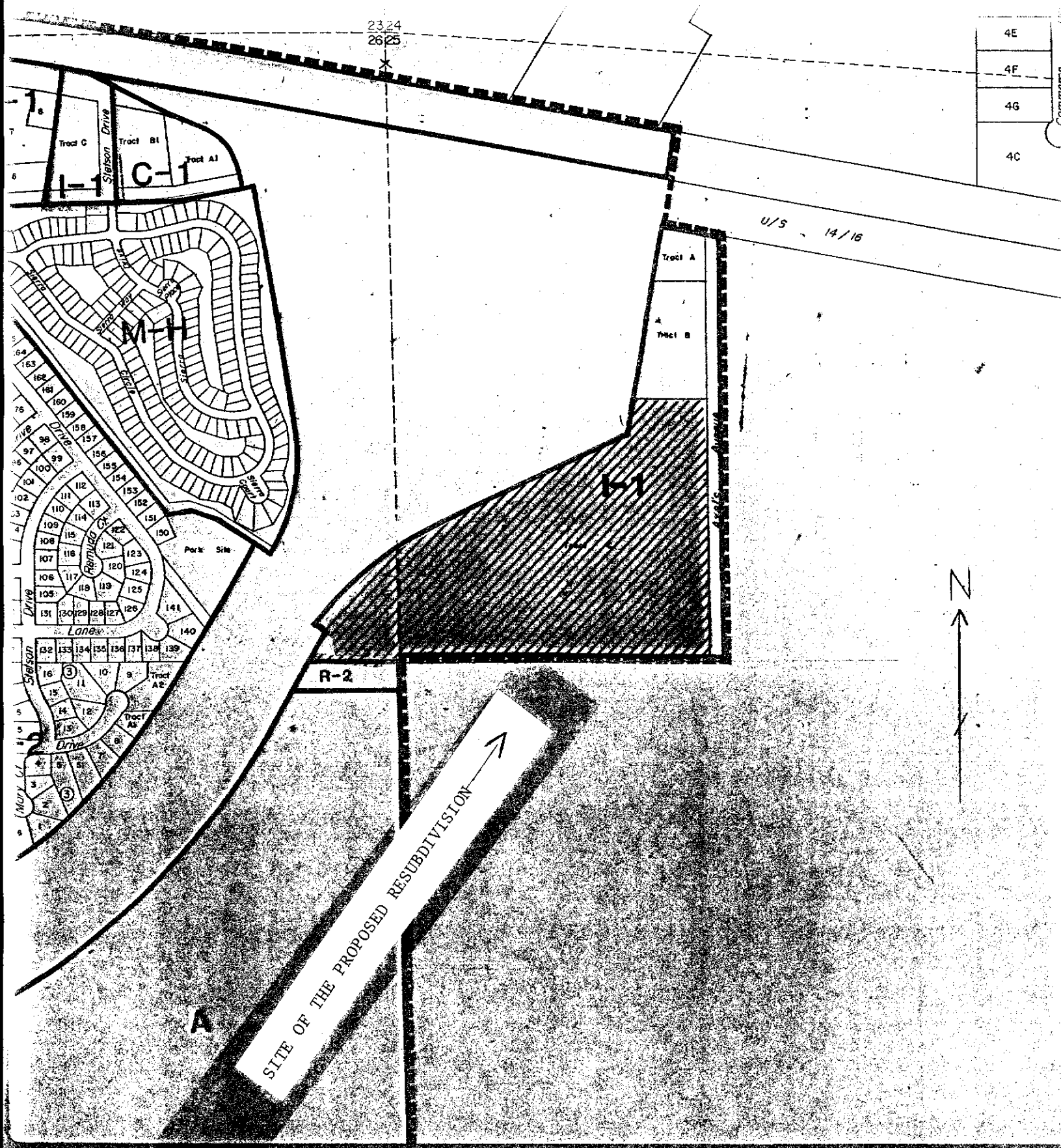
You or your representative should be at the meeting to answer any questions the Commission may have. Please call prior to the meeting if you have any questions.

Sincerely,

Tom Drake
Zoning Administrator/Planner II

TD/fc
Attachment

xc: Professional Consulting Associates
P. O. Box 2185
Gillette, WY 82716



4E
4F
4G
4C

U/S 14/16

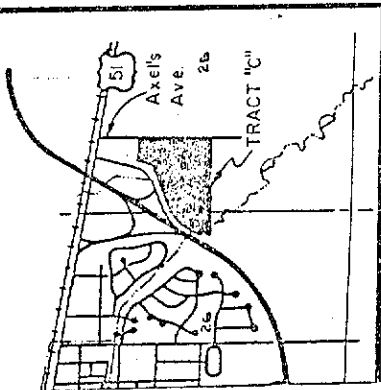
SITE OF THE PROPOSED RESUBDIVISION →



RESUBDIVISION

OF
TRACT "C",
MARY SUE ADDITION

SCALE: 1"=2000'



BASIS OF BEARINGS:

AXEL'S AVE, ALL ACCORDING TO THE MARY SUE ADDITION PLAT FILED IN BOOK 4 OF PLATS, PAGE 115 CAMPBELL CO. RECORDS.

GENERAL UTILITY E/M, BY SEPARATE INSTRUMENT

R 72 W

NO. 5 REBAR WITH ALUM. CAP, RELS. 2457 (FOUND)

ALLIANCE OF ARCHITECTS & ENGINEERS CAP (FOUND)

BRASS CAP QUARTER CORNER 26 25 (FOUND)

WYO. HWY. DEPT. CONC. R.O.W. MARKER (FND)

3/4" IRON PIPE (FOUND)

RECORD POSITION: NOT

PHYSICALLY FOUND DUE

TO HIGH WATER

AND MUD.

CURVE DATA:

RADIUS	1331.69
DELTA	34°01'18"
CHORD BEARING	N 47°03'19" E
CHORD LENGTH	779.18
ARC LENGTH	790.74

N 75°28'14" W

N 59°56'28" W (R)

62.00(R)

DRAINAGE

EASEMENT

159.63

30°01'38" E

80.85

ARC

N 44°52'36" W 212.88

TRACT "C"

FILED IN BOOK 817 OF PHOTOS
PAGE 667, CAMPBELL CO.
RECORDS

35' DRAINAGE & SEWER E/M

LOT C-3

28.342 ACRES

AXEL'S AVENUE

1374.64

772.97

60' DEDICATED R.O.W.

10' GENERAL UTILITY E/M

10' GENERAL UTILITY E/M

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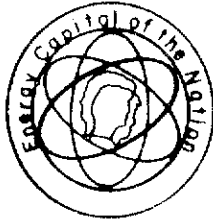
10' GENERAL UTILITY E/M

10' GENERAL UTILITY E/M

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10' GENERAL UTILITY E/M

10' GENERAL UTILITY E/M



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

July 1, 1985

RE: Resubdivision of Tract C, Mary Sue Addition -
Final Plat

Dear Property Owner:

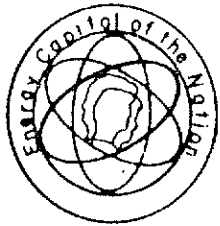
The City Planning Commission will be considering the above-referenced minor plat in your area at its next regular meeting on Monday, July 8, 1985, beginning at 8:00 p.m. in the City Council Chambers, 201 East Fifth Street. I have attached a vicinity sketch showing the location of the proposed resubdivision.

You are welcome to attend the meeting and be heard on this matter. Please feel free to call prior to the meeting if you have any questions.

Sincerely,

Tom Drake
Planner II/Zoning Administrator

TD/fr *A*
Attachment



City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

June 26, 1985

Axel R. Ostlund
P. O. Box 989
Gillette, WY 82716

RE: Resubdivision of Tract "C", Mary Sue Addition

Dear Mr. Ostlund:

This letter is to acknowledge receipt of the above-referenced minor plat submittal. This item has been scheduled for consideration at the regular City Planning Commission meeting on Monday, July 8, 1985, beginning at 8:00 p.m. in the City Council Chambers, 201 East Fifth Street.

A staff review meeting to discuss issues related to this plat will be held on Tuesday, July 2, 1985, beginning at 3:00 p.m. in the Engineering Conference Room, Second Floor, 201 East Fifth Street. You are strongly urged to attend this meeting so that any staff concerns can be resolved prior to the Planning Commission meeting. You are welcome to bring your engineer and/or surveyor to this meeting. Attached is a copy of the agenda for the staff review meeting.

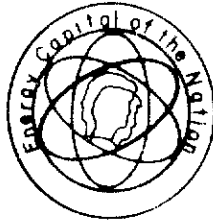
Please feel free to call if you have any questions.

Sincerely,

Tom Drake
Zoning Administrator

TD/fr *RL*
Attachment

xc: Professional Consulting Associates
P. O. Box 2185
Gillette, WY 82716

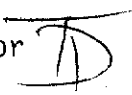


City of Gillette

P. O. Box 3003 • Gillette, Wyoming 82716
Phone (307) 686-5200

MEMORANDUM

TO: John Darrington, City Administrator
Jeff Smith, City Engineer
Paul Schamp, City Electrical Engineer
Mike Rickabaugh, Chief Building Inspector
Bernard Saunders, Fire Warden
Mountain Bell Telephone, Attn: Engineering Dept.
Petrolane Gas Company
Wyoming Televents, Inc.
Postmaster
Wyoming Highway Department

FROM: Tom Drake, Zoning Administrator 

SUBJECT: Final Plat - Resubdivision of Tract "C",
Mary Sue Addition

DATE: June 26, 1985

Attached is the above-referenced minor plat for your review. The City Planning Commission will be considering this plat at its regular meeting on Monday, July 8, 1985, beginning at 8:00 p.m. in the City Council Chambers, 201 East Fifth Street.

A staff review meeting to discuss issues related to this plat will be held on Tuesday, July 2, 1985, beginning at 3:00 p.m. in the Engineering Conference Room, Second Floor, City Hall. You are welcome to attend this meeting and discuss any concerns you may have regarding the proposed plat. Attached is a copy of the agenda for the staff review meeting.

Please contact this office prior to the staff review meeting if you have any comments and cannot attend the meeting, or if you have any questions.

Tom Drake
Zoning Administrator

TD/ff 
Attachments

**Professional
Consulting
Associates**

P.O. Box 2185
Gillette, Wyoming 82716
(307) 687-0600

Edward S. Scott, P.E.

Bob R. Butler, L.S.

June 24, 1985

TOM DRAKE
CITY PLANNING DEPT
CITY OF GILLETTE
201 E 5TH ST
GILLETTE WY 82716

RECEIVED JUN 24 1985

Re: Resub of Tract 'C', Mary Sue Addition

Dear Tom:


Submitted herewith are the following materials on the subject project:

- 1) Twelve (12) copies of the Final Plat
- 2) Subdivision Application Summary Sheet
- 3) Final Planning Commission Subdivision Checklist
- 4) List of Adjacent Property Owners
- 5) Two sets of Water Line Plans
- 6) Check for \$100.00 for Plat Review Fee
- 7) Application for Permit to Construct
- 8) Permit to Construct
- 9) Final Submittal Checklist

Please schedule this resubdivision for the July 8, 1985, Planning Commission meeting. If you have any questions, please call.

Sincerely,

PROFESSIONAL CONSULTING ASSOCIATES



Edward S. Scott, P.E.

Enclosures

cc: Bob Ostlund

ESS/sg

ADJACENT OWNERS
TRACT 'C', MARY SUE ADDITION

RECEIVED JUN 3 4 1985

Stonepile Limited Partnership
P.O. Box 613
Gillette, WY 82716

ARCOAL, Inc.
555 17th Street
Denver, CO 80217

Salt Creek Freightway's, Inc.
P.O. Box 3
Gillette, WY 82716

CAMPLEX
Campbell County Public Land Board
801 East 4th Street, Suite 7
Gillette, WY 82716



CITY OF GILLETTE

www.gillettewy.gov

ADMINISTRATION

PHONE 307-686-5203

via email: tschilling@schillingcompanies.com

May 20, 2024

Trevor Schilling
Schilling Companies, LLC
PO Box 1052
Gillette WY, 82717

RE: Confirmation of Septic Systems
Resubdivision of Tract C Mary Sue Addition, Recorded August 9, 1985

Mr. Schilling:

I am in receipt of your letter dated May 7, 2024 to seek confirmation of the continued use, upgrades, or replacement of septic systems for the property along Axel's Avenue directly adjoining Hwy 51, otherwise known as the Mary Sue Addition to the City of Gillette. Your letter follows a conversation we had at City Hall on Monday, May 6, 2024, with Brian Brown and Ryan Conklin. I apologize for the delay in responding. It took us a while to locate the applicable case files and action from the 1980's and 1990's.

Lots C-1 (current Lot C-4), C-2 and C-3

Based on our review, there was a Resubdivision of Tract C of the Mary Sue Addition in 1985. During the review and approval for this Resubdivision in 1985, it was determined that due to the cost, a sewer main was not practical for the small number of lots it would serve in Tract C. Also at the time, the City did require the developer to execute a Petition to join a Local Improvement District in the future to extend streets, install curbs, gutters, sidewalks, water lines, sewer lines, and perform grading at such time as a public sewer is available within 250 feet of Axel's Avenue, adjacent to the Mary Sue Addition. This "Advance Agreement" to Join a Local Improvement District was indeed executed on July 19, 1985 by the owner of Lots C-1, C-2 and C-3 of the above referenced subdivision. This Advance Agreement was subsequently recorded with the Campbell County Clerk (Book 113 of Photos, Page 586-587) on November 9, 1994, following a separate request to rezone Lot C-3 from I-1, Light Industrial to A, Agricultural zoning district. Based on this information, continued use, upgrades, or replacement of septic systems within lots C-4 (C-1 prior to 8/18/2023), C-2 and C-3 for the above referenced subdivision are permitted, subject to the conditions described later in this letter.

Tract B (current Tract B1)

It is our understanding that an existing building is located within Tract B1 of this subdivision (aka Tract B, prior to 8/18/2023). The Advance Agreement to Join a Local Improvement District did not include Tract A or Tract B. It is our understanding that the current structure existed prior to annexation by the City in 1984. As such, continued use, upgrades, or replacement of the septic system for this building on Tract B1 is permitted provided it continues to serve the original building.

Tract A

The City has no record of any existing structures located on Tract A within this subdivision since at least 1995. It appears a structure was present in 1982, and possibly existed when this subdivision was annexed in 1984. Since there has not been a structure on this lot for nearly 30 years, and it is unknown as to the condition of any septic systems on this lot, public sewer will need to be extended to serve any improvements constructed on Tract A in accordance with the City's Ordinances, Design Standards and Subdivision Regulations.

Conditions for Continued Use of Septic Systems

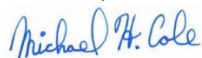
1. Permission for continued use, upgrades, or replacement of septic systems for lots C-4 (C-1 prior to 8/18/2023), C-2 and C-3 within the above reference subdivision are permitted in accordance with the Advance Agreement provided that no further subdivision of the land occurs. Any upgrades or replacement of septic systems within these lots shall be designed and permitted in accordance with Wyoming DEQ and Campbell County standards.
2. Permission for continued use, upgrades, or replacement of the septic system for the existing building on Tract B1 is permitted provided it continues to serve the original building, and no further subdivision of this lot occurs. Any upgrades or replacement of septic systems within this lot shall be designed and permitted in accordance with Wyoming DEQ and Campbell County standards. Public sewer will need to be extended to serve any new or replacement buildings constructed on Tract B1 in accordance with the City's Ordinances, Design Standards and Subdivision Regulations.
3. Septic Systems are not permitted on Tract A of this subdivision. Public sewer will need to be extended to serve any new or replacement buildings constructed on Tract A in accordance with the City's Ordinances, Design Standards and Subdivision Regulations.

Future Development

I understand your company is exploring the potential purchase of these lots to consolidate existing tracts and lots, and/or demolish existing structures for future commercial or industrial development. Based on our conversation last week, I don't believe the conditions described above would satisfy your proposed plans, while still maintaining existing septic systems. Based on the potential use of your proposed development plan within these consolidated lots, I can recommend to the City Council that an exception be made for the need to extend sewer to this area, with conditions similar to the "Advance Agreement" requirements permitting septic systems for the Tract C lots in 1985. Unfortunately, our current ordinances and regulations do not authorize the City Administrator to grant exceptions like this; it will require action by both the Planning Commission and the City Council to allow this exemption to proceed.

Please feel free to reach out to Ry Muzzarelli or contact me if you have any questions.

Sincerely,



Michael H. Cole
City Administrator

email - Ry Muzzarelli, PE, Development Services Director
Ryan Conklin, RE/MAX Professionals

Enclosure: Prior City Action (1984, 1985 & 1994), Resubdivision of Tract C of the Mary Sue Addition

2500 E. Highway 14-16
Gillette, WY
Owner: Robert Ostlund

To the City of Gillette:

It is hereby requested that the property located at 2500 E. Highway 14-16 be granted an Advance Agreement, similar to that attached, allowing this lot to utilize a septic system. The lot was annexed into the City around 1984, and an Advance Agreement was put into place in 1985 (Book 1313, page 586) for lots to the south of the subject lot. It is requested a similar Advance Agreement be put into place for the subject lot.

This Advance Agreement will allow the lot to utilize, maintain, repair or install a septic system till such time a public sewer is available within 250 feet of this lot. Due to the location of the current public sewer line, it is not cost effective to alter or improve the site if a city requirement is to connect to public sewer. This also creates an issue with the use and salability of the site.

Ryan Conklin at RE/MAX Professionals will be acting on behalf of the landowners to help complete the application process through the City of Gillette.

Sincerely,

Robert L. Ostlund

Robert Ostlund

2500 E Hwy 14-16



THE MARY SUE ADDITION
ANNEXATION & SUBDIVISION PLAT

COPY
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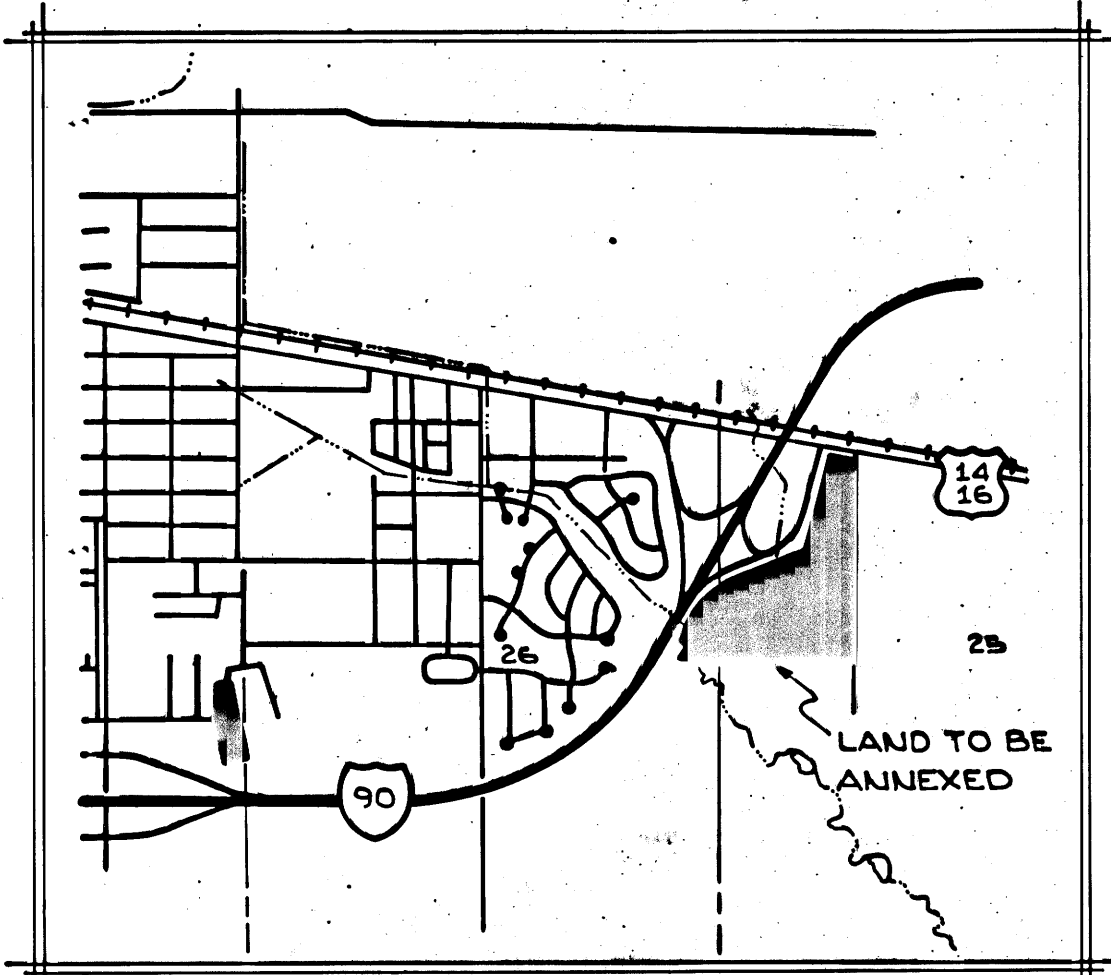
LEGAL DESCRIPTION

A TRACT OF LAND BEING SITUATE IN THE NORTHWEST ONE-QUARTER OF SECTION 25, AND THE SOUTHEAST ONE-QUARTER, OF SECTION 26, TOWNSHIP 50 NORTH, RANGE 72, WEST OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-QUARTER CORNER COMMON TO SECTION 25 AND SECTION 26, SAID CORNER BEING MONUMENTED BY AN ORIGINAL SET STONE AND A BRASS CAP; THENCE N 89° 09' 08" W ALONG THE EAST-WEST MID-SECTION LINE OF SECTION 26 A DISTANCE OF 411.30 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 90; SAID POINT BEING MONUMENTED BY A NO. 5 REBAR WITH AN ALUMINUM CAP MARKED P.E.L.S. 2457; THENCE N 30° 03' 32" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 153.90 FEET TO A CONCRETE HIGHWAY RIGHT-OF-WAY MARKER; THENCE N 59° 56' 28" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 62.00 FEET TO A POINT, SAID POINT BEING MONUMENTED BY A NO. 5 REBAR WITH AN ALUMINUM CAP MARKED P.E.L.S. 2457; THENCE N 30° 03' 32" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1026.18 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WYOMING HIGHWAY 51; SAID POINT BEING MONUMENTED BY A CONCRETE HIGHWAY RIGHT-OF-WAY MARKER; THENCE S 81° 11' 16" E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 260.70 FEET TO A NO. 5 REBAR WITH AN ALUMINUM CAP MARKED P.E.L.S. 2457; THENCE S 0° 18' 01" W A DISTANCE OF 2066.97 FEET TO A POINT OF INTERSECTION WITH THE EAST-WEST MID-SECTION LINE OF SECTION 25; SAID POINT BEING MONUMENTED BY A NO. 5 REBAR WITH AN ALUMINUM CAP MARKED P.E.L.S. 2457; THENCE N 89° 35' 35" W ALONG SAID EAST-WEST MID-SECTION LINE A DISTANCE OF 1377.34 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 39.82 ACRES MORE OR LESS.

MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION TERMINATES LIABILITY OF SURVEYOR.



VICINITY SKETCH

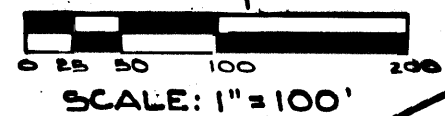
SCALE: 1"=2000'

LEGEND

- NO. 5 REBAR WITH AN ALUMINUM CAP MARKER P.E.L.S. 2457 (SET)
- ◆ BRASS CAP AT WEST 1/4 CORNER (FOUND)
- CONCRETE HIGHWAY RIGHT-OF-WAY MARKER (FOUND)

BASIS OF BEARING:

SOLAR OBSERVATION



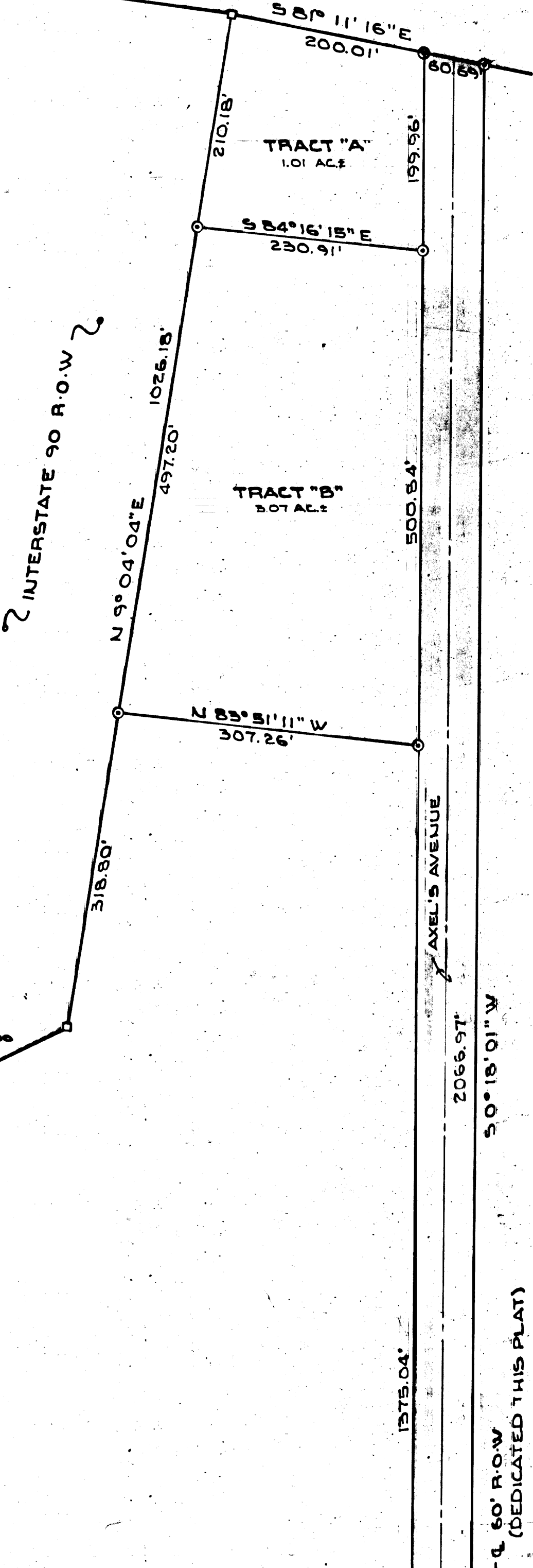
CURVE DATA:

RADIUS - 1332.40'
DELTA - 34° 00' 00"
CHORD BEARING - N 47° 02' 16" E
CHORD LENGTH - 779.11'
ARC LENGTH - 790.66'

DRAINAGE EASEMENT

N 75° 32' 08" W - 336.56'
N 59° 56' 28" W - 62.00'
N 30° 03' 32" E - 153.90'
411.30'
N 89° 09' 08" W
N 89° 35' 35" W
1317.32'
150'

TRACT "C"
38.74 AC.



THE UNDERSIGNED OWNERS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE CITY OF GILLETTE, AND ITS LICENSEES FOR PERPETUAL PUBLIC USE ALL STREETS, ALLEYS, EASEMENTS, AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PERPETUAL PUBLIC USE FOR THE PURPOSE OF INSTALLING, REPAIRING, RE-INSTALLING, REPLACING AND MAINTAINING SEWERS, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE T.V. LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

IN TESTIMONY WHEREOF: AXEL R. OSTLUND HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 20 DAY OF 24th March 1985.

Axel R. Ostlund
AXEL R. OSTLUND

STATE OF WYOMING) S.S. (NO CORPORATE SEAL)
COUNTY OF CAMPBELL)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20 DAY OF March 1985 BY AXEL R. OSTLUND.

[Signature]
NOTARY PUBLIC
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES May 3, 1987

IN TESTIMONY WHEREOF: WAYNE TUCKER, SENIOR VICE-PRESIDENT AND SECRETARY FOR SALT CREEK FREIGHTWAYS INC., HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 20 DAY OF 24th March 1985 BY WAYNE TUCKER.

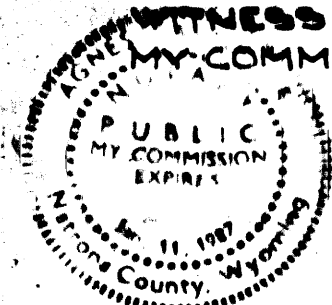
Wayne Tucker
WAYNE TUCKER
(SENIOR VICE-PRESIDENT AND SECRETARY)

STATE OF WYOMING) S.S.
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20 DAY OF March 1985 BY WAYNE TUCKER.

Alma Marking
NOTARY PUBLIC

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES 1-1-87



APPROVAL BY THE CITY OF
GILLETTE PLANNING COMMISSION

THE CITY OF GILLETTE PLANNING COMMISSION HEREWITHE RECOMMENDS APPROVAL OF THE FOREGOING ANNEXATION THIS 18th DAY OF OCTOBER 1985.

W.L. Stone
CHAIRMAN

Ray E. Rogers
SECRETARY

APPROVAL BY THE
CITY OF GILLETTE

THE FOREGOING PLAT IS APPROVED FOR ANNEXATION BY THE UNDERSIGNED MAYOR AND CITY CLERK IN AND FOR THE CITY OF GILLETTE, COUNTY OF CAMPBELL, STATE OF WYOMING, THIS 16th DAY OF JANUARY 1985.

Hal Carter
MAYOR

Nellie Furrer
CITY CLERK

CAMPBELL COUNTY CLERK
AND RECORDER

STATE OF WYOMING) S.S.
COUNTY OF CAMPBELL)

I HEREBY CERTIFY THAT THE ABOVE ANNEXATION PLAT WAS FILED FOR RECORD IN MY OFFICE AT 1:00 CLOTH P.M. ON THIS 16th DAY OF JANUARY 1985, AND RECORDED IN PLAT BOOK NUMBER ON PAGE NUMBER.

CAMPBELL COUNTY CLERK

CERTIFICATE OF SURVEYOR

STATE OF WYOMING) S.S.
COUNTY OF CAMPBELL)

I, R.J. TIMM, OF GILLETTE, WYOMING HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED DURING THE MONTHS OF JULY AND AUGUST, 1985, BY PETER A. ROMANENKO, FOR WHOM WORK I STAND PERSONALLY RESPONSIBLE, AND THAT SAID SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT, AND IS SET OUT ON THE GROUND AS SHOWN HEREON.

R.J. Timm
R.J. TIMM
WYOMING REGISTRATION NO. 82716

ANNEXATION
& SUBDIVISION PLAT

A PART OF THE WEST 1/2 OF THE NORTH-WEST 1/4 SEC. 25 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, T. 50 N., R. 72 W., 6TH P.M.

CITY OF GILLETTE
P.O. BOX 5003
GILLETTE, WYOMING 82716
PHONE: (307) 682-5265

TIMM & ASSOCIATES
Consulting Engineers & Surveyors
P.O. Box 726
Gillette, Wyoming 82716
Ph. 307/686-0228

DATE DRAWN AUG. 27, 1985 DRAWN BY R.W. CALVERT
CHECKED BY C.P. WOSTER FIELD BY PAGE
PROJ. NO. 15-0583-029 FILE NO.

ADVANCE AGREEMENT
BETWEEN THE CITY OF GILLETTE
AND ROBERT OSTLUND FOR 2500 E HWY 14-16

THIS ADVANCE AGREEMENT made this ____ day of _____, 20__, by and between Robert Ostlund, hereinafter referred to as LANDOWNER, and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS the LANDOWNER is the record owner of a certain tract of land, described as follows:

TRACT "A" OF THE MARY SUE ADDITION, BEING SITUATED IN A
PORTION OF THE NW1/4, SECTION 25, TOWNSHIP 50 NORTH,
RANGE 72 WEST (A.K.A 2500 E HWY 14-16)

This tract of land shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is currently within the limits of the CITY but has been determined to be of great distance from CITY sewer services; and

WHEREAS, the LANDOWNER desires to install and use in perpetuity a septic system within CITY limits, in exchange for a commitment to hook-up to CITY sewer services at a future date at the determination of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the execution of this ADVANCE AGREEMENT pertaining to the above-mentioned property as follows:

1. The parties acknowledge that the LAND is within the limits of the CITY and is under the jurisdiction of all CITY codes. After the signature of the Mayor of Gillette, under the direction of the City Council, the LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions, at any time and at the sole discretion of the CITY, to comply with State utilities statutes and City Codes to complete the hook-up of sewer services to the CITY utilities infrastructure. The LANDOWNER, or any successor in interest, shall incorporate this requirement for sewer hook-up to the CITY, on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the City Zoning Map, Zoning Ordinance, Subdivision Regulations, Design and Construction Standards, Building Codes, and adopted Utility Codes. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, subsequent to the date of approval of this ADVANCE AGREEMENT, noting that the parcel "shall hook-up to the CITY sewer services without protest, at the discretion and direction of the Gillette City Council". The commitment to this ADVANCE AGREEMENT shall be recorded as part of each deed and is an agreement running with the property known as the LAND, enforceable by the CITY.
2. This ADVANCE AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Gillette Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.
3. Upon hook-up to the CITY sewer infrastructure, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to State statutes and local ordinances.

4. The parties further agree as follows:

REQUEST

The LANDOWNER is requesting the use of one (1) septic system for use on the above-referenced property and the ability to replace said septic system at the time of failure if the CITY sewer system is not available within two hundred and fifty feet (250') of Axel's Avenue for connection.

REQUIREMENTS

Once the CITY sewer infrastructure is within two hundred and fifty feet (250') of Axel's Avenue the LANDOWNER agreed to the following:

- a. The LANDOWNER is required to acquire all necessary permits and approvals through the CITY and the Department of Environmental Quality (DEQ) prior to the installation of the septic system.
 - b. Prior to installation of the septic system, the LANDOWNER must submit a Soils Report to the CITY Planning Division, the CITY Engineering Division, and the CITY Clerk's Office.
 - c. The LANDOWNER agrees to connect to the CITY sewer system only after the system has been accepted by the CITY Council for public use.
 - d. The LANDOWNER agrees to pay the CITY a Plant Investment Fee, which is calculated on the size of the water meter required to serve the LAND as established by City Ordinance, at the prevailing rate at the time of connection for sewer service. The LANDOWNER will be responsible for establishing a billing account with the CITY and payment of each monthly sewer billing.
 - e. All costs of making the sewer service connection, including the construction, installation, and extension of required mains and related appurtenances between the LAND and the point of service determined by the CITY, are the responsibility of the LANDOWNER.
 - f. The CITY has no responsibility to maintain any service line. The LANDOWNER agrees to install the sewer service line to CITY specifications.
 - g. The LANDOWNER agrees to connect all buildings requiring sanitary sewer service to the City's system and remove or render inoperable all privies, vaults, septic tanks, etc. presently serving those buildings.
 - h. The LANDOWNER will obtain a plumbing permit and submit to all required inspections from the CITY when sewer service deemed required by City Council.
 - i. No service connections may be made for service outside of the LAND without prior approval of the City Council.
5. In the event of a subdivision taking place prior to the CITY sewer infrastructure being within two hundred and fifty (250') of Axel's Avenue, any additional septic system(s) will not be permitted for the newly created lot(s).
6. The LANDOWNER hereby recognizes that this ADVANCE AGREEMENT serves as acknowledgement of the LANDOWNER that their property is currently within City limits and further acknowledges all City Codes as the Rule of Law and binding. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree

that this ADVANCE AGREEMENT may be acted upon any time at the sole discretion of the CITY.

7. LANDOWNER waives any irregularities in the subdivision process and specifically waives his right to protest the said future sewer hook-up requirements. The parties acknowledge that the CITY may choose not to execute the ADVANCE AGREEMENT pertaining to the LANDOWNER's land until the existing sewer main is extended in the direction of the parcel. The LANDOWNER specifically agrees and acknowledges that the timing of the sewer hook-up is within the sole discretion of the CITY so long as the sewer main is within two hundred and fifty feet (250') of Axel's Ave.
8. This ADVANCE AGREEMENT, and every part thereof, shall constitute an agreement running with the LAND described above and may be enforced by the CITY by an action at law or equity.
9. This ADVANCE AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This ADVANCE AGREEMENT shall bind each and every successor in interest of the LAND or any portion or parcel thereof.
10. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this ADVANCE AGREEMENT.
11. If any legal action is instituted to enforce any of the terms of this ADVANCE AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.
12. If any section, subsection, sentence, clause, phrase or portion of this ADVANCE AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED this _____ day of _____, 20____.

LANDOWNER:

Robert Ostlund

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20____, personally appeared before me

_____ Whom I know personally
_____ whose identity I verified on the basis of _____,
_____ whose identity I verified on the oath or affirmation of _____,
a credible witness,

to be the signer of the above and he/she acknowledged that he/she signed it.

Notary Public
My Commission Expires:

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me
_____,

_____ Whom I know personally
_____ whose identity I verified on the basis of _____,
_____ whose identity I verified on the oath or affirmation of _____,
a credible witness,

to be the signer of the above and he/she acknowledged that he/she signed it.

Notary Public
My Commission Expires:

CITY OF GILLETTE:

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me Shay Lundvall, Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Notary Public
My Commission Expires:

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ July 9, 2024 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Ryan Conklin, Richard Cone, Matthew Nelson, Cristal Pratt, and Ian Scott.

Commission Members Absent: Jack Colson.

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

CALL TO ORDER

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

APPROVAL OF THE
MINUTES

A motion was made by Ian Scott to approve the meeting minutes of June 11, 2024. Richard Cone seconded the motion. Motion carried 5/0.

Case No.
PL2024-0070
ADVANCE
AGREEMENT –
700 Axle's Ave

Commissioner Ryan Conklin excused himself from consideration from this matter due to a conflict. The property owner, North Park Transportation Co, Inc., is requesting an Advance Agreement waiving the development requirement of hooking up to the City sewer system and subsequently requesting the allowance of the installation and use of a septic system within City limits.

The request was submitted after it was discovered that neighboring property owners to the south executed an Advance Agreement with the Gillette City Council in July of 1985. Citing the cost associated with a sewer main extension, the property owner is seeking an exception to the standard development requirements and are proposing that they be allowed to install and utilize in perpetuity a septic system until the time when the existing sewer main is extended and within two hundred and fifty feet (250') of Axel's Avenue, at which time they will be required to hook-up to the City sewer system.

Meredith Duvall said the city received no calls from the public on the case.

Chair Hottell asked if there were any comments from the public or Commission on the case.

Richard Cone asked how far it was from the property to the nearest sewer main. Ryan Conklin, agent for the property, said there was a sewer line under the highway and railroad that would require a lift station to be built that was approximately 1,800 feet in distance. There was another sewer line to the south approximately ½ mile in distance that might also require a lift station. Mr. Cone asked if the trucking facility located on the property previously had access to water or sewer. Mr. Conklin said the water was hooked into the Madison water line and the sewer was on a septic system which was allowed when it was built. Mr. Cone asked why the septic system was not being grandfathered in if it already existed. Meredith Duvall said the original agreement for the septic system was for a lot that had since been part of a new subdivision, and since that happened when that septic fails it would then be required to hook up city sewer.

Chair Hottell asked why this request was being brought up now after all this. Meredith Duvall said new or potential new property owners are requesting the use of septic. Ms. Duvall said the current development requirements are to hook up to city utilities and the

burden of extending a main is on the developer. Chair Hottell asked if there are codes in place that would make sure the septic would be done properly. Ms. Duvall said it is detailed out in the advanced agreement that the property owners would initiate a permit with Department of Environmental Quality and Campbell County would take over the permitting process as they coordinate septic permits with DEQ.

Richard Cone asked if obtaining the septic permit was a condition of the sale of the property and Ryan Conklin said it was, and the current owner wants to pursue the septic permit even if the sale does not go through.

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

Case No.
PL2024-0071
ADVANCE
AGREEMENT –
2500 E Hwy 14-
16

Commissioner Ryan Conklin excused himself from consideration from this matter due to a conflict. The property owner, Robert Ostlund, is requesting an Advance Agreement waiving the development requirement of hooking up to the City sewer system and subsequently requesting the allowance of the installation and use of a septic system within City limits.

The request was submitted after it was discovered that neighboring property owners to the south executed an Advance Agreement with the Gillette City Council in July of 1985. Citing the cost associated with a sewer main extension, the property owner is seeking an exception to the standard development requirements and are proposing that they be allowed to install and utilize in perpetuity a septic system until the time when the existing sewer main is extended and within two hundred and fifty feet (250') of Axel's Avenue, at which time they will be required to hook-up to the City sewer system.

Meredith Duvall said the city received no calls from the public on the case.

Chair Hottell asked if there were any comments from the public or Commission on the case.

There being no further comments or questions Ian Scott made a motion to approve the case, and Cristal Pratt seconded. The Motion carried 5/0.

OLD BUSINESS None.

NEW
BUSINESS Meredith Duvall said there will be upcoming public meetings for the Comp Plan July 10 and July 11, 2024. And the July 23, 2024, and August 13, 2024, Planning Commission meetings are canceled.

ADJOURNMENT The meeting was adjourned at 5:31 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the 640 N Hwy 14-16 Sewer Improvements, with Morrison-Maierle, Inc, in the Amount of \$70,400.00 (1% Project).

BACKGROUND:

The scope of this agreement is to provide Design and Bidding Services for replacing approximately 600 lineal feet of sanitary sewer located at 640 N Hwy 14-16. The 8" sanitary sewer line runs along the north side of the existing building and goes under Hwy 14-16 to connect to an existing sewer main (see attached map). Multiple problematic sags are present throughout the section of sanitary sewer main, including within the existing pipe casing under Highway 14-16. The sewer main will increase in size from 8" to a 10" main. The project will also replace existing aged and deteriorated valves and fittings of the existing water main adjacent to the sewer main installation.

SCHEDULE: It is anticipated the design will be completed over the summer of 2024 and bid in late fall/early winter for the 2025 construction season.

ACTUAL COST VS. BUDGET:

The funding for this Professional Services Agreement has been allocated from the 1% Optional Tax Fund FY2025 in the amount of \$925,000.

SUGGESTED MOTION:

I move for Approval of a Professional Services Agreement for Design and Bidding Services Associated with the 640 N Hwy 14-16 Sewer Improvements, with Morrison-Maierle, Inc, in the Amount of \$70,400.00 (1% Project).

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

☐ [Aerial and Vicinity Map](#)

☐ [Agreement](#)

640 N HWY 14-16 SEWER IMPROVEMENTS (25EN02)

PROJECT LOCATION

N HWY 14-16

Commercial Dr

Exchange Ave

Echeta Rd

City of Gillette



July 02, 2024
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov



150 300
Feet

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

Chinook Ln

Foothills Blvd

Bella Colla Ln

Aleute Ln

Fox Ln

Grosventre Way

Foothills Cir

Newton Rd



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need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

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

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

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(202) 347-7474
www.acec.org

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

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

THIS IS AN AGREEMENT effective as of [June 13, 2024] ("Effective Date") between
The City of Gillette ("Owner") and
Morrison-Maierle, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Theater Sewer Improvements ("Project").

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

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

- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and

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

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;; and (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. All insurance policies required by this Agreement, except workers' compensation and professional liability insurance, shall name the Owner as an additional insured, and shall contain a waiver of subrogation against the Owner, its agents and employees. Engineer shall provide, upon request, a copy of an endorsement providing this coverage.
- D. All policies required under this Agreement shall be in effect for the duration of this Agreement and project. All policies shall be primary and not contributory. Engineer shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- E. The insurance requirements set out above apply to all Subcontractors. It is the Engineer's responsibility to ensure that its Subcontractors meet these insurance requirements. The Owner has the right to review the Certificates of any and all subcontractors used by the Agreement.

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

- F. At any time, Owner may request that Engineer or its Consultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements. The minimum insurance requirements in Exhibit G may consist of primary coverage of a minimum of \$1,000,000 and umbrella and/or excess liability insurance.

6.06 Suspension and Termination

A. Suspension:

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

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2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

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6.07 *Controlling Law/Venue*

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner, to the extent authorized by law, and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may exercise their rights at law.

6.10 *Environmental Condition of Site*

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

6.11 *Indemnification and Mutual Waiver*

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

6.12 *Records Retention*

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

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

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- D. *Waiver:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Governmental Immunity.* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

6.14 *Force Majeure*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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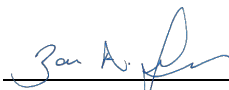
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Gillette, Wyoming

Engineer: Morrison-Maierle, Inc.

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

By:  _____
Print name: Zane Green, PE
Title: Gillette Operations Manager
Date Signed: 6-13-2024

Engineer License or Firm's Certificate No. (if required):

6505

State of: Wyoming

Address for Owner's receipt of notices:

201 E. 5th Street
Gillette, WY 82716

Address for Engineer's receipt of notices:

2200 Foothills Blvd., Suite A
Gillette, WY 82716

Designated Representative (Paragraph 8.03.A):

Clark Sanders

Title: Sr. Project Manager

Phone Number: 307-686-5265

E-Mail Address: clarks@gillettewy.gov

Designated Representative (Paragraph 8.03.A):

Timothy Lowman, PE

Title: Water/Wastewater Engineer

Phone Number: 307-687-1815

E-Mail Address: tlowman@m-m.net

This is **EXHIBIT A**, consisting of [19] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [6/19/2024].

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01—Study and Report Phase

A.—Engineer shall:

- 1.—~~Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - a.—~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:~~
 - 1)—~~Provide a predesign memorandum summarizing:~~
 - a)—~~Survey of existing manholes~~
 - b)—~~Recommendations for correcting submerged pipe~~
 - c)—~~Costs associated with construction estimates~~
 - b.—~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - c.—~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
- 2.—~~Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
- 3.—~~Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

Exhibit A – Engineer's Services

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- ~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
- ~~5. Have bi-weekly design review meetings with the Owner.~~
- ~~6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~
- ~~7. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~8. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~9. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~10. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~11. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~12. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~13. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~

Exhibit A – Engineer's Services

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- ~~14. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
 - ~~15. Perform or provide the following other Study and Report Phase tasks or deliverables:
[electronic versions of the study results and recommendations]~~
 - ~~16. Furnish [3] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
 - ~~17. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [1 electronic] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~
- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized,

Exhibit A – Engineer's Services

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then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Have bi-weekly design review meetings with the Owner.
6. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
10. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Provide a 50% level Project Manual & Plan Set. This includes:
 - 1) Preliminary alignment and profile of 600 feet of sanitary sewer.
 - 2) Preliminary Utility Design – Water main, valves, fittings, hydrants, and other appurtenances to be replaced adjacent to the sanitary sewer.
 - 3) Identify impacted other known utilities – gas, electric, communication, etc...
 - 4) Geotechnical Investigation
 - 5) Recommended Easements
 - 6) Evaluation of Necessary Permits
 - 7) 50% Engineer's Estimate of Construction Costs
11. Furnish [1] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [] days of authorization to proceed with this phase, and review them

Exhibit A – Engineer's Services

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

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [1 electronic] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

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

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7. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 8. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 9. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 10. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. Provide a 90% level Project Manual & Plan Set. This includes:
 - 1) Final alignment and design for approximately 600 feet of sanitary sewer.
 - 2) Final replacement design of water main, valves, fittings, hydrants, and other appurtenances to be replaced adjacent to the sanitary sewer.
 - 3) Surface restoration.
 - 4) Geotechnical Investigation
 - 5) Necessary Permits
 - 6) 90% Engineer's Estimate of Construction Costs
 11. Furnish for review by Owner, its legal counsel, and other advisors, [1] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 12. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [1 electronic] final copies of such documents to Owner within [] days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced

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with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

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7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - a. Manage the Bidding Process including:
 - 1) Furnish one (1) hard copy and an electronic copy of Bidding Documents
 - 2) Run Pre-Bid Meeting
 - 3) Answer Bidders' Questions
 - 4) Issue any necessary addenda
 - 5) Attend Bid Opening
 - 6) Review and Recommend Bids for Recommendation of Award
 - B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

~~A1.05 Construction Phase~~

- ~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~
 - ~~1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C 700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
 - ~~2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of~~

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~~such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~

~~3. *Reserved.*~~

~~4. *Pre-Construction Conference:* Conduct a pre-construction conference prior to commencement of Work at the Site. Provide meeting minutes to all conference attendees.~~

~~5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.~~

~~6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~

~~7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~

~~8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Engineer anticipates providing the following:~~

~~a. This scope includes staking the items of work only once. Any re-staking will be outside this scope.~~

~~b. Construction staking in accordance with the City of Gillette Standard Construction Specifications 2020.~~

~~This task includes up to 80 hours of surveyor time. Any effort beyond this is outside this scope of work.~~

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

~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not~~

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~~intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~

~~b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.~~

~~c. Engineer shall provide on-site observation services through a resident project representative for 400 hours (10 hours/working day * 40 working days). Extra RPR hours beyond the budgeted 400 hours from above are not included in this scope and fee.~~

~~10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.~~

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- ~~11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~
- ~~12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.~~
- ~~13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.~~
- ~~14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~
- ~~15. *Change Proposals, Change Orders and Work Change Directives:* Recommend Change Proposals, Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.~~
- ~~16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.~~
- ~~17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~18. *Substitutes and "Or equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

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~~19. Inspections and Tests:~~

- ~~a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.~~
- ~~b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.~~
- ~~c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~

~~20. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.~~

~~21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

- ~~a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~

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

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

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

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

a. ~~Provide Closeout Documents:~~

- ~~1) Any Permit Certificates of Substantial Completion~~
- ~~2) Two (2) Hard Copies of Record Drawings (one bound and one unbound)~~
- ~~3) One (1) Electronic Copy of Record Drawings (in PDF & DWG formats)~~
- ~~4) One Electronic Copy of Closeout Report~~

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

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

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

~~C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

~~A1.06 — *Post Construction Phase*~~

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

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~

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- ~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~
- ~~3. Perform or provide the following other Post Construction Phase tasks or deliverables:~~
- ~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

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

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

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14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Reserved.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Reserved.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Reserved.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

Exhibit A – Engineer's Services

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- ~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~
- ~~1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.~~
 - ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
 - ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
 - ~~4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~
 - ~~5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~
 - ~~6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.~~
 - ~~7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~
 - ~~8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that~~

Exhibit A – Engineer's Services

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~~exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

Exhibit A – Engineer’s Services

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This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [6/19/2024].

Owner's Responsibilities

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.

Exhibit B – Owner's Responsibilities

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2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Reserved.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- ~~G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.~~
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

Exhibit B – Owner's Responsibilities

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

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

Exhibit B – Owner's Responsibilities

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- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [NONE]

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [6/19/2024].

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$[70,400.00] based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$[0.00]
 - b. Preliminary Design Phase \$[0.00]
 - c. Final Design Phase \$[66,800.00]
 - d. Bidding or Negotiating Phase \$[3,600.00]
 - e. Construction Phase \$[0.00]
 - f. Post Construction Phase \$[0.00]
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

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

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

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.0].

C2.03 *Other Provisions Concerning Payment*

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

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

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

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

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

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

B. Compensation For Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1].

C. Other Provisions Concerning Payment for Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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

This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [6/19/2024].

Reimbursable Expenses Schedule

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

EQUIPMENT RATES

<u>Company Vehicle: highway miles - Pickups</u>	\$1.060/mile
<u>highway miles – Medium SUV</u>	\$.798/mile
<u>highway miles - Small SUV</u>	\$.671/mile
<u>highway miles - Sedan</u>	\$.737/mile
<u>on-site mileage</u>	\$.737/mile plus \$5.00/hour
<u>Private Vehicle</u>	\$.670/mile
<u>ATV</u>	\$50.00/day
<u>UTV</u>	\$100.00/day
<u>Survey-Grade GNSS (1 Receiver)</u>	\$120.00/day
<u>Survey-Grade GNSS (2 Receivers)</u>	\$30.00/hour, \$240.00/day
<u>Resource-Grade (GIS) GNSS Receivers</u>	\$65.00/day
<u>Hovermap LiDAR Scanner</u>	\$50.00/hour, \$400.00/day
<u>Robotic Total Station</u>	\$30.00/hour, \$240.00/day
<u>Total Station</u>	\$80.00/day
<u>Trimble SX10 Scanning Total Station</u>	\$40.00/hour, \$300.00/day
<u>Trimble SX12 Scanning Total Station</u>	\$40.00/hour, \$300.00/day
<u>FARO Focus 3D Laser Scanner</u>	\$50.00/hour, \$400.00/day
<u>Hydrolite – TM Echosounder Kit</u>	\$100.00/day
<u>Raft-Hydro-Bathy Surveys</u>	\$100.00/day
<u>sUAS Survey Drone</u>	\$50.00/hour, \$400.00/day
<u>Nuclear Density Meter</u>	\$15.00/hour, \$50.00/day, \$200.00/week
<u>Airflow Balancing Hood</u>	\$75.00/day
<u>Core Drill</u>	\$10.00/hole
<u>Digital Level</u>	\$50.00/day
<u>Hammer Drill</u>	\$30.00/day

HYDROLOGICAL EQUIPMENT

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

PRINTING EXPENSES

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

MISCELLANEOUS EXPENSE

<u>Lodging</u>	Current Rates
<u>Meals</u>	\$54.00/day

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

This is **Appendix 2 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [6/19/2024].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer V	\$287.00	\$287.00
	Supervising Engineer IV	\$280.00	\$280.00
	Supervising Engineer III	\$257.00	\$257.00
	Supervising Engineer II	\$246.00	\$246.00
	Supervising Engineer I	\$233.00	\$233.00
	Senior Engineer II	\$216.00	\$216.00
	Senior Engineer I	\$197.00	\$197.00
	Design Engineer II	\$186.00	\$186.00
	Design Engineer I	\$172.00	\$172.00
	Engineer Intern II	\$142.00	\$142.00
	Engineer Intern I	\$125.00	\$125.00
Planner	Supervising Senior Planner	\$225.00	\$225.00
	Senior Planner	\$195.00	\$195.00
	Planner III	\$151.00	\$151.00
	Planner II	\$138.00	\$138.00
	Planner I	\$121.00	\$121.00
Scientist	Supervising Environmental Scientist	\$234.00	\$234.00
	Environmental Scientist III	\$186.00	\$186.00
	Environmental Scientist II	\$142.00	\$142.00
	Environmental Scientist I	\$121.00	\$121.00
	Environmental Technician	\$106.00	\$106.00
	Supervising Geologist	\$265.00	\$265.00
	Senior Geologist	\$222.00	\$222.00
	Geologist III	\$202.00	\$202.00
	Geologist II	\$164.00	\$164.00
	Geologist I	\$140.00	\$140.00
Designer and Technician	Senior Communications Designer	\$239.00	\$239.00
	Communications Designer	\$125.00	\$125.00
	CAD Designer III	\$164.00	\$164.00
	CAD Designer II	\$143.00	\$143.00
	CAD Designer I	\$133.00	\$199.50
	CAD Tech III	\$130.00	\$195.00
	CAD Tech II	\$111.00	\$166.50
	CAD Tech I	\$98.00	\$147.00
	Senior Engineering Designer	\$183.00	\$183.00
	Engineering Designer	\$125.00	\$125.00
Resident Project Representative	Senior Resident Project Representative	\$185.00	\$185.00
	Resident Project Representative IV	\$175.00	\$175.00
	Resident Project Representative III	\$166.00	\$166.00
	Resident Project Representative II	\$140.00	\$210.00
	Resident Project Representative I	\$126.00	\$189.00
Administrative	Administrative Manager	\$126.00	\$126.00
	Administrative Coordinator III	\$116.00	\$116.00
	Administrative Coordinator II	\$110.00	\$165.00
	Administrative Coordinator I	\$90.00	\$135.00
	Project Coordinator III	\$113.00	\$113.00
	Project Coordinator II	\$102.00	\$153.00
	Project Coordinator I	\$92.00	\$138.00
	Technical Intern	\$85.00	\$127.50
	Senior Communication Specialist	\$134.00	\$134.00
	Graphic Designer	\$106.00	\$106.00
	Health & Safety Administrator	\$140.00	\$140.00
Survey	Senior Survey Manager	\$226.00	\$226.00
	Survey Manager	\$176.00	\$176.00
	Land Surveyor IV	\$170.00	\$170.00
	Land Surveyor III	\$164.00	\$164.00
	Land Surveyor II	\$148.00	\$148.00
	Land Surveyor I	\$134.00	\$134.00
	Remote Sensing Specialist II	\$149.00	\$149.00
	Remote Sensing Specialist I	\$139.00	\$139.00
	Survey Technician IV	\$129.00	\$129.00
	Survey Technician III	\$114.00	\$171.00
	Survey Technician II	\$98.00	\$147.00
	Survey Technician I	\$84.00	\$126.00
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

This is **EXHIBIT D**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [6/19/2024].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

This is **EXHIBIT E**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [6/19/2024].

This is **EXHIBIT F**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [6/19/2024].

Reserved

Exhibit F – Reserved.

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Page 1

This is **EXHIBIT G**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [6/19/2024].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Bodily injury, each accident: \$2,000,000
 - 2) Bodily injury by disease, each employee: \$2,000,000
 - 3) Bodily injury/disease, aggregate: \$4,000,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$2,000,000
 - f. Professional Liability (Errors Omissions) --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$4,000,000
 2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [6/19/2024].

Reserved

This is **EXHIBIT I**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [6/19/2024].

Reserved

This is **EXHIBIT J**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [6/19/2024].

Special Provisions

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

The following Milestones are added to deliverables defined in Exhibit A for the project timeline:

This is **EXHIBIT K**, consisting of [2] pages,
referred to in and part of the **Agreement**
between Owner and Engineer for Professional
Services dated [6/19/2024].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Gillette

Engineer: Morrison-Maierle, Inc.

Project: – Theater Sewer Improvements

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

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

Description of Modifications:

Agreement Summary:

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

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

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

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

OWNER:

City of Gillette

By: _____
Print
name: _____

Title: _____

Date Signed: _____

ENGINEER:

Morrison-Maierle, Inc.

By: _____
Print
name: _____

Title: _____

Date Signed: _____



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 2800 Elder Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.

BACKGROUND:

The Owner is seeking a Temporary Use Permit for their property located at 2800 Elder Street, which is in a I-1, Light Industrial District. The site is 5.7 acres, 249,250 sq ft., 131- 12' x 40' spaces and 33 a- 12' x 55' spaces marked with yellow paint. Per Resolution 2878, adopted at the June 18, 2024, meeting, the following documents are required for a complete application:

- A Letter addressing the following health and safety questions:
 - o How will trash services, potable water, sewer, and electric services be provided to patrons?
 - o Will temporary portable toilet facilities be provided?
 - o What is the frequency of maintenance for trash pick-up, cleaning of portable toilet facilities, and/or refilling of potable water supplies?
 - o How will security be addressed?
 - o How will you address noise and other nuisance complaints from surrounding property owners?
 - o Will a "curfew" or "quiet hours" be enforced between 10pm and 6am each day?
 - o How will the property owner minimize conflicts between patrons and other permitted uses located on the same property?
- A Site Plan showing the location of campsites, access points, fire extinguishers, and other facilities required for occupancy
- A Letter from the Campbell County Fire Department approving the proposed Site Plan.

The submitted application and associated documents do address the above-listed requirements.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 2800 Elder Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
<input type="checkbox"/> Campbell County Fire Department
<input type="checkbox"/> Health and Safety Letter
<input type="checkbox"/> Site Plan
<input type="checkbox"/> Vicinity Map



Campbell County Fire Dept.

106 Rohan Ave.
Gillette, WY 82716
Phone: (307) 682-5319

Special Event Permit

Permit Number
CCFW-2024-0000077

Effective Date Range
07/27/2024 - 08/17/2024

Permit Address	Suite	State	Zip	Business Name
2800 ELDER ST	--	WY	82718	LAKEWAY RV

Department Contact

Stuart Burnham
Fire Marshal
307-680-9612
sburnham@ccfire.us

Permit Contact

Rick Eischeid
Property Owner
3076606248
rick@mtnmud.com

Permit Signatures

Inspector Permit Signature

Stuart Burnham
Fire Marshal
307-680-9612
sburnham@ccfire.us

FIRE EXTINGUISHERS MOUNTED ON FENCE 75' Apart.
per Stuart Burnham FIRE MARSHAL

Mayor & Counsel Members,

Addressing health and safety questions for the Camporee event permit at 2800 Elder Street:

1. All services excluding electricity will be provided by Paintbrush Services. Trash service will be provided by 2 – 8'x10' dumpsters that will be emptied daily (8/5/24 – 8/11/24). Potable water fill and sewer disposal will be provided on 8/7/24 and 8/10/24. They can request extra service for water and sewer, and this service will be provided. There is electricity on the property, but most will use generators.
2. Yes, 10 – portable toilets will be provided, 1 of those will be handicap accessible. These 10 portable units will be emptied and cleaned daily (8/5/24 – 8/11/24).
3. Trash dumpsters that will be emptied daily (8/5/24 – 8/11/24). Potable water fill and sewer disposal will be provided on 8/7/24 and 8/10/24. These 10 portable units will be emptied and cleaned daily (8/5/24 – 8/11/24).
4. This property is completely fenced in with 6' chain link and an auto gate with pin entry for entrance and exit. There are also 4 security cameras that overlook the property, security will have access to them. Camporee security will be onsite 24 hours a day 7 days a week from 8/5/24 – 8/11/24. There will be a UTV available for the security personal transportation. This security plan has been discussed and approved by the Chief of Police.
5. There will be a curfew and quiet time enforced between 10:00 pm and 6:00 am. These complaints will be handled by onsite Camporee Security from 8/5/24 – 8/11/24. The closest property owners will be ¼ mile north and across Lakeway. Anything else within a ½ mile are all commercial properties, so we do not expect any issues at this location.
6. There are no other patrons on the property, it will be for Camporee use only.

-Fire extinguishers will be mounted 75' apart on the chain link fence that goes around the entire property.

真

FIRE EXTINGUISHERS WILL
BE ON PENCE EVERY 75'
PRO FIRE MARSHAL

North & South Fence
24 spots are $17' \times 35'$

EAST + WEST FENCE
11 spots over 12' x 40'

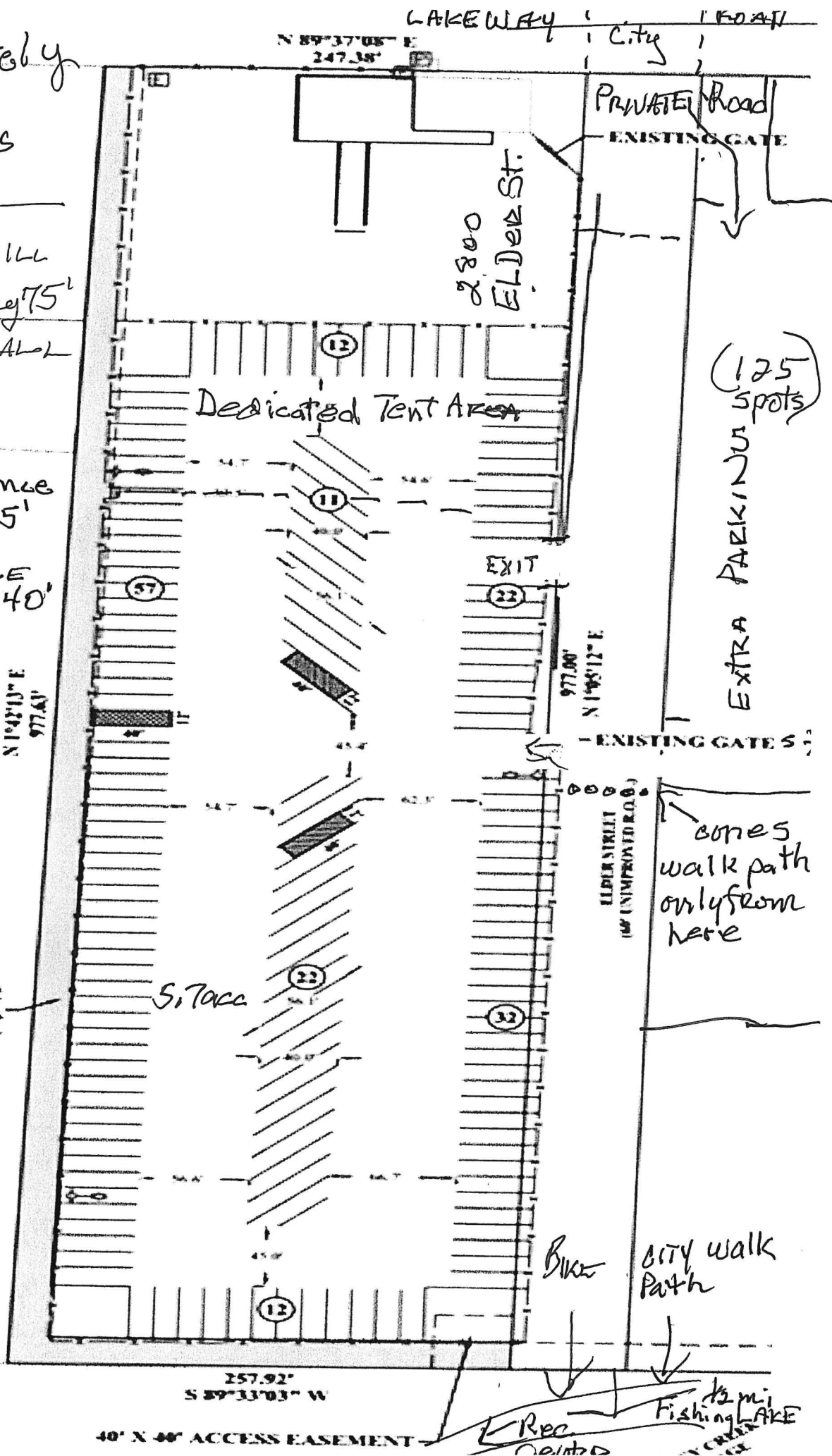
Niddle Spots
33 spots 12' x 55'

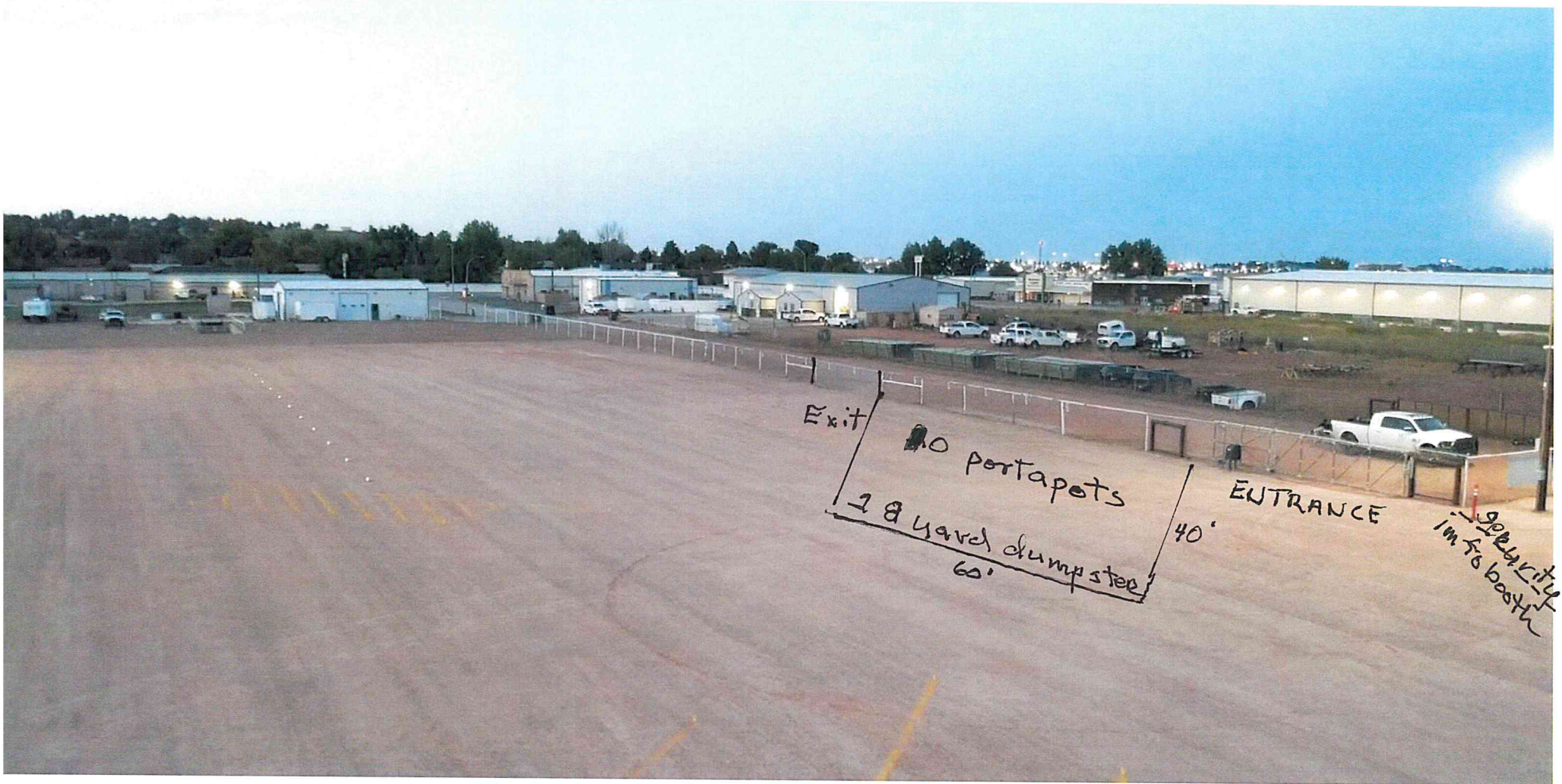


BETWEEN EXISTING FENCE &
PROPERTY BOUNDARY
+ 0.50 ACRES
+ 21927.14 SQ. FT.

1 1/2 space
per camera

6' high
Perimeter
Fence







2800 Elder Street



CITY OF GILLETTE

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

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1 inch equals 333 feet

1 inch equals 0.06 miles

July 12, 2024

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

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



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 900 W 2nd Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.

BACKGROUND:

The Owner is seeking a Temporary Use Permit for their property located at 900 W 2nd Street, which is in a C-O, Office and Institution District. Per Resolution 2878, adopted at the June 18, 2024 meeting, the following documents are required for a complete application:

- A Letter addressing the following health and safety questions:
 - o How will trash services, potable water, sewer, and electric services be provided to patrons?
 - o Will temporary portable toilet facilities be provided?
 - o What is the frequency of maintenance for trash pick-up, cleaning of portable toilet facilities, and/or refilling of potable water supplies?
 - o How will security be addressed?
 - o How will you address noise and other nuisance complaints from surrounding property owners?
 - o Will a "curfew" or "quiet hours" be enforced between 10pm and 6am each day?
 - o How will the property owner minimize conflicts between patrons and other permitted uses located on the same property?
- A Site Plan showing the location of campsites, access points, fire extinguishers, and other facilities required for occupancy
- A Letter from the Campbell County Fire Department approving the proposed Site Plan.

The submitted application and associated documents do address the above-listed requirements.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move to Approve a Temporary Use Permit for the occupancy of tents, campers, motorhomes, or recreation vehicles at 900 W 2nd Street for the period of July 31, 2024 through August 13, 2024 per Resolution 2878.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
<input type="checkbox"/> Campbell County Fire Department Letter
<input type="checkbox"/> Health and Safety Letter
<input type="checkbox"/> Site Plan
<input type="checkbox"/> Vicinity Map



Campbell County Fire Dept.

106 Rohan Ave.
Gillette, WY 82716
Phone: (307) 682-5319

Special Event Permit

Permit Number
CCFW-2024-0000083

Effective Date Range
07/29/2024 - 08/12/2024

Permit Address	Suite	State	Zip	Business Name
900 W 2ND ST	#ROCKPILE MUSEUM - SMALL SCHOOLHOUSE	WY	82716	Rockpile Museum - Small Schoolhouse

Department Contact

Stuart Burnham
Fire Marshal
307-680-9612
sburnham@ccfire.us

Permit Contact

Heather Rodriguez
Property Manager
3076825723
heather.rodriguez@campbellcountywy.gov

Permit Signatures

Inspector Permit Signature

Stuart Burnham
Fire Marshal
307-680-9612
sburnham@ccfire.us

Health and Safety Letter

Camporee 2024

- Trash services will be collected by educators that are camping.
- No potable water
- No electricity
- No sewer
- Access points will be marked.
- Fire extinguisher will be provided.
- Security cameras are at museum entrance and around property. Fire Department is adjacent.
- Any noise/nuisance complaints will be handled by museum director, Robert Henning.
- Quiet hours will be between 10pm and 6 am
- No other permitted uses on property.



Rockpile Museum

All campers are educators coming only for Camporee activity days - August 5-9, 2024.

No more than 5 educators will be dry camping throughout week. 2 people will be camping in their truck, 1 camper, and possibly 2 people staying in tepee.

Educators will be required to remove trash and care for area they are staying in.

Fire extinguisher will be made available.

No potable water
No electricity
No sewer

900 W 2nd St



CITY OF GILLETTE

Information Technology GIS
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Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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1 inch equals 167 feet

1 inch equals 0.03 miles

July 12, 2024

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



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 1970 E Sinclair Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.

BACKGROUND:

The Owner is seeking a Temporary Use Permit for their property located at 1970 E Sinclair Street, which is in a C-1, General Commercial District. Per Resolution 2878, adopted at the June 18, 2024, meeting, the following documents are required for a complete application:

- A Letter addressing the following health and safety questions:
 - o How will trash services, potable water, sewer, and electric services be provided to patrons?
 - o Will temporary portable toilet facilities be provided?
 - o What is the frequency of maintenance for trash pick-up, cleaning of portable toilet facilities, and/or refilling of potable water supplies?
 - o How will security be addressed?
 - o How will you address noise and other nuisance complaints from surrounding property owners?
 - o Will a "curfew" or "quiet hours" be enforced between 10pm and 6am each day?
 - o How will the property owner minimize conflicts between patrons and other permitted uses located on the same property?
- A Site Plan showing the location of campsites, access points, fire extinguishers, and other facilities required for occupancy
- A Letter from the Campbell County Fire Department approving the proposed Site Plan.

The submitted application and associated documents do address the above-listed requirements.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 1970 E Sinclair Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

☐ [Campbell County Fire Department](#)

☐ [Health and Safety Letter](#)

☐ [Site Plan](#)

☐ [Vicinity Map](#)



Campbell County Fire Dept.

106 Rohan Ave.
Gillette, WY 82716
Phone: (307) 682-5319

Special Event Permit

Permit Number
CCFW-2024-0000082

Effective Date Range
07/22/2024 - 08/18/2024

Permit Address	Suite	State	Zip	Business Name
1970 Sinclair St.	--	WY	82718	8th Avenue Apartments LLC

Department Contact

Stuart Burnham
Fire Marshal
307-680-9612
sburnham@ccfire.us

Permit Contact

Nick Marty
Property Owner
3076865338
nickm@gillettewy.gov

Permit Signatures

Inspector Permit Signature

Stuart Burnham
Fire Marshal
307-680-9612
sburnham@ccfire.us

Temporary Use for camper/RV parking for 1970 Sinclair

- i. How will trash services, potable water, sewer and electric services be provided to patrons?

Trash will be collected via dumpsters on site, which will be emptied Wednesdays and Sundays while occupied, or more frequently if needed.

- ii. Will temporary portable toilet facilities be provided?

No temporary toilet sites are provided. RV's are expected to use their holding tanks

- iii. What is the frequency of maintenance for trash pick-up, cleaning of portable toilet facilities, and/or refilling of potable water supplies?

Trash to be picked up Wednesdays and Sundays, or on call if needed.

- iv. How will security be addressed?

Site will be driven through at random times throughout the week to check for security concerns.

- v. How will you address noise and other nuisance complaints from surrounding property owners?

Site will be driven through at random times throughout the week to check for noise and nuisance concerns.

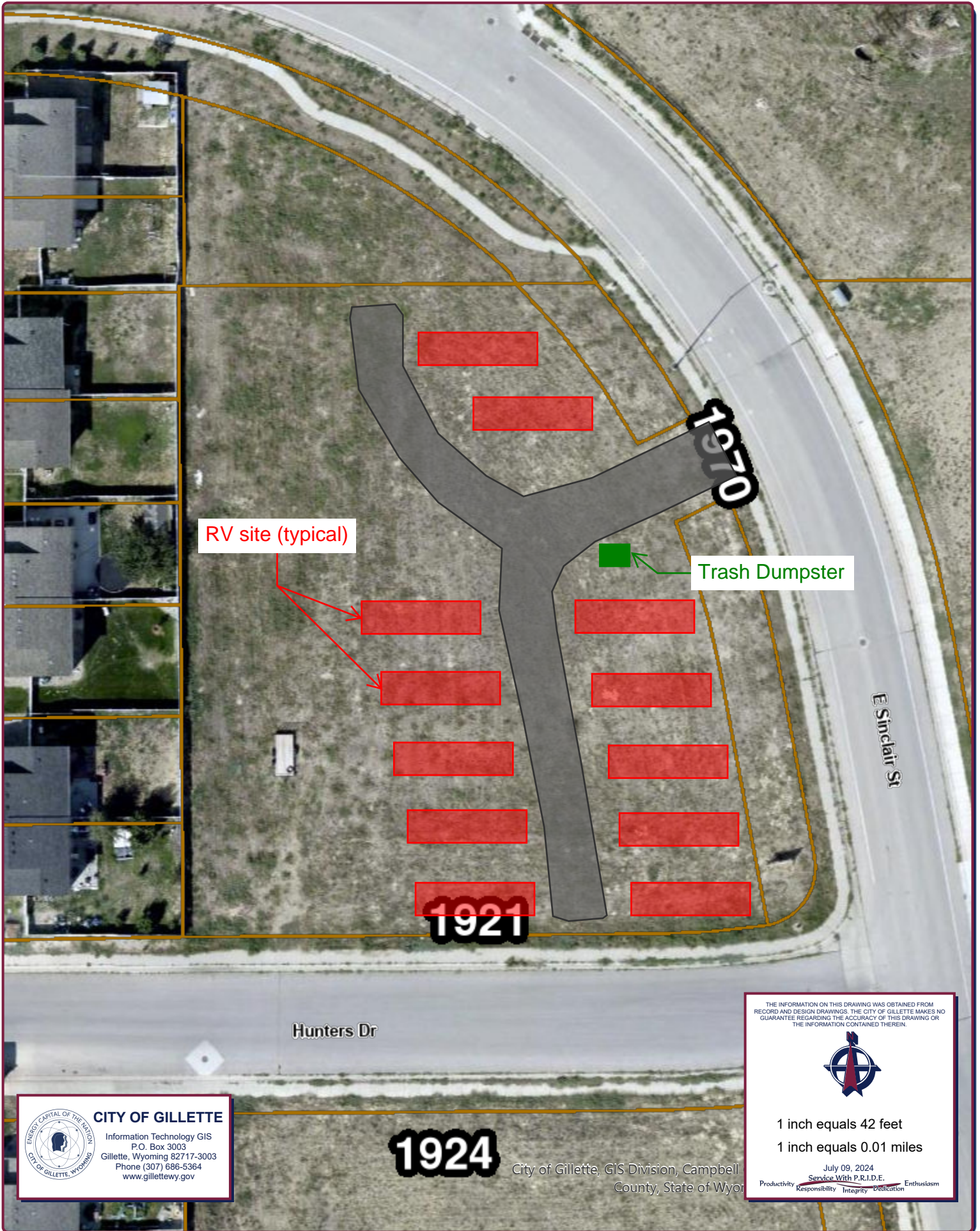
- vi. Will a "curfew" or "quiet hours" be enforced between 10 pm and 6 am each day?

Site will be driven randomly during quiet ours to check for noise complaints.

- vii. How will the property owner minimize conflicts between patrons and other permitted uses located on the same property?

Owner will be accessible via email to address any concerns.

1970 Sinclair



CITY OF GILLETTE

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

1924

City of Gillette, GIS Division, Campbell
County, State of Wyoming



1 inch equals 42 feet

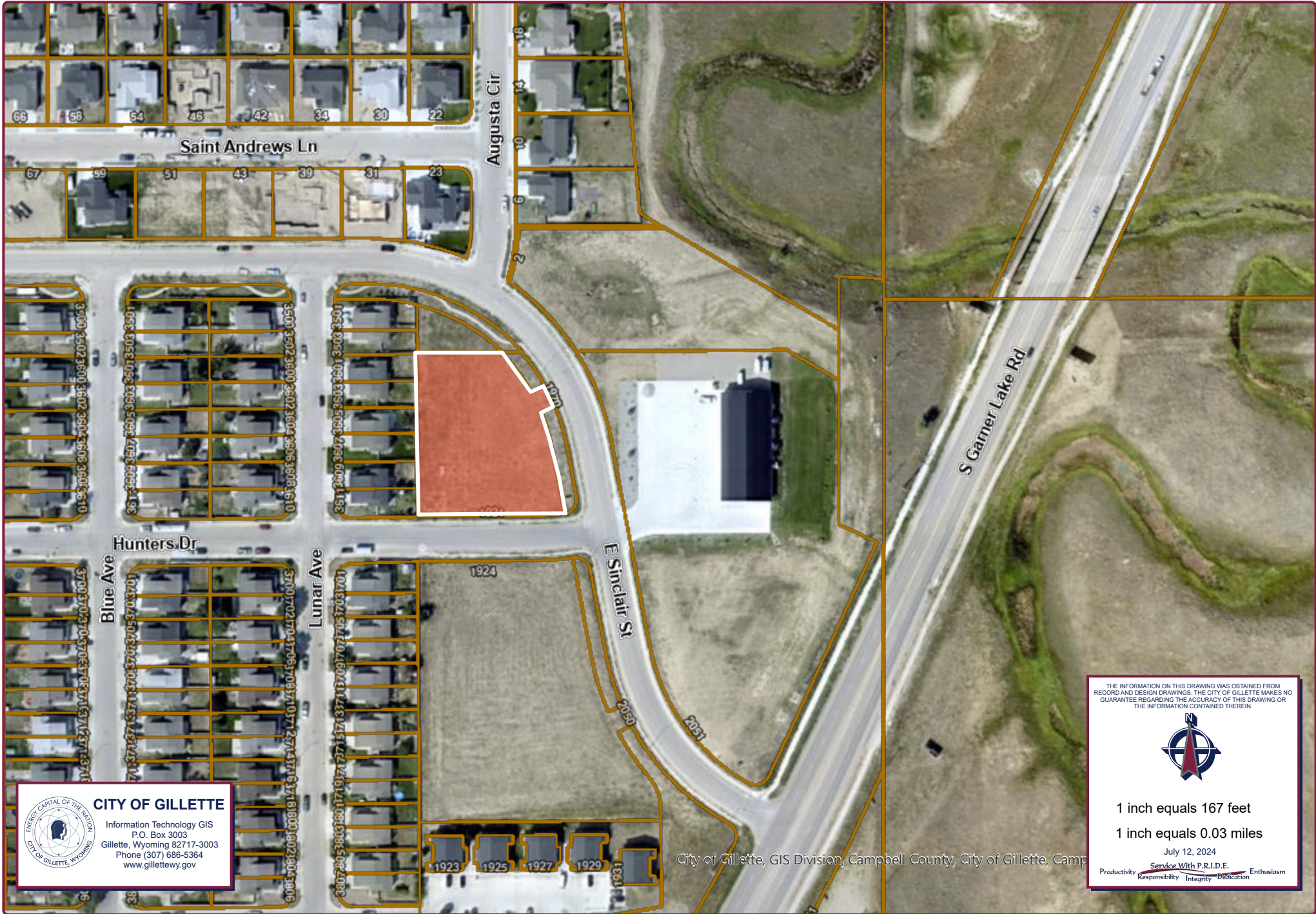
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July 09, 2024

Productivity Service With P.R.I.D.E. Enthusiasm
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1970 E Sinclair Street



CITY OF GILLETTE

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

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1 inch equals 167 feet

1 inch equals 0.03 miles

July 12, 2024

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

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



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 1501 Cressett Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.

BACKGROUND:

The Owner is seeking a Temporary Use Permit for their property located at 1501 Cressett Street, which is in a C-O, Office and Institution District. Per Resolution 2878, adopted at the June 18, 2024, meeting, the following documents are required for a complete application:

- A Letter addressing the following health and safety questions:
 - o How will trash services, potable water, sewer, and electric services be provided to patrons?
 - o Will temporary portable toilet facilities be provided?
 - o What is the frequency of maintenance for trash pick-up, cleaning of portable toilet facilities, and/or refilling of potable water supplies?
 - o How will security be addressed?
 - o How will you address noise and other nuisance complaints from surrounding property owners?
 - o Will a "curfew" or "quiet hours" be enforced between 10pm and 6am each day?
 - o How will the property owner minimize conflicts between patrons and other permitted uses located on the same property?
- A Site Plan showing the location of campsites, access points, fire extinguishers, and other facilities required for occupancy
- A Letter from the Campbell County Fire Department approving the proposed Site Plan.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 1501 Cressett Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.

STAFF REFERENCE:

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

ATTACHMENTS:

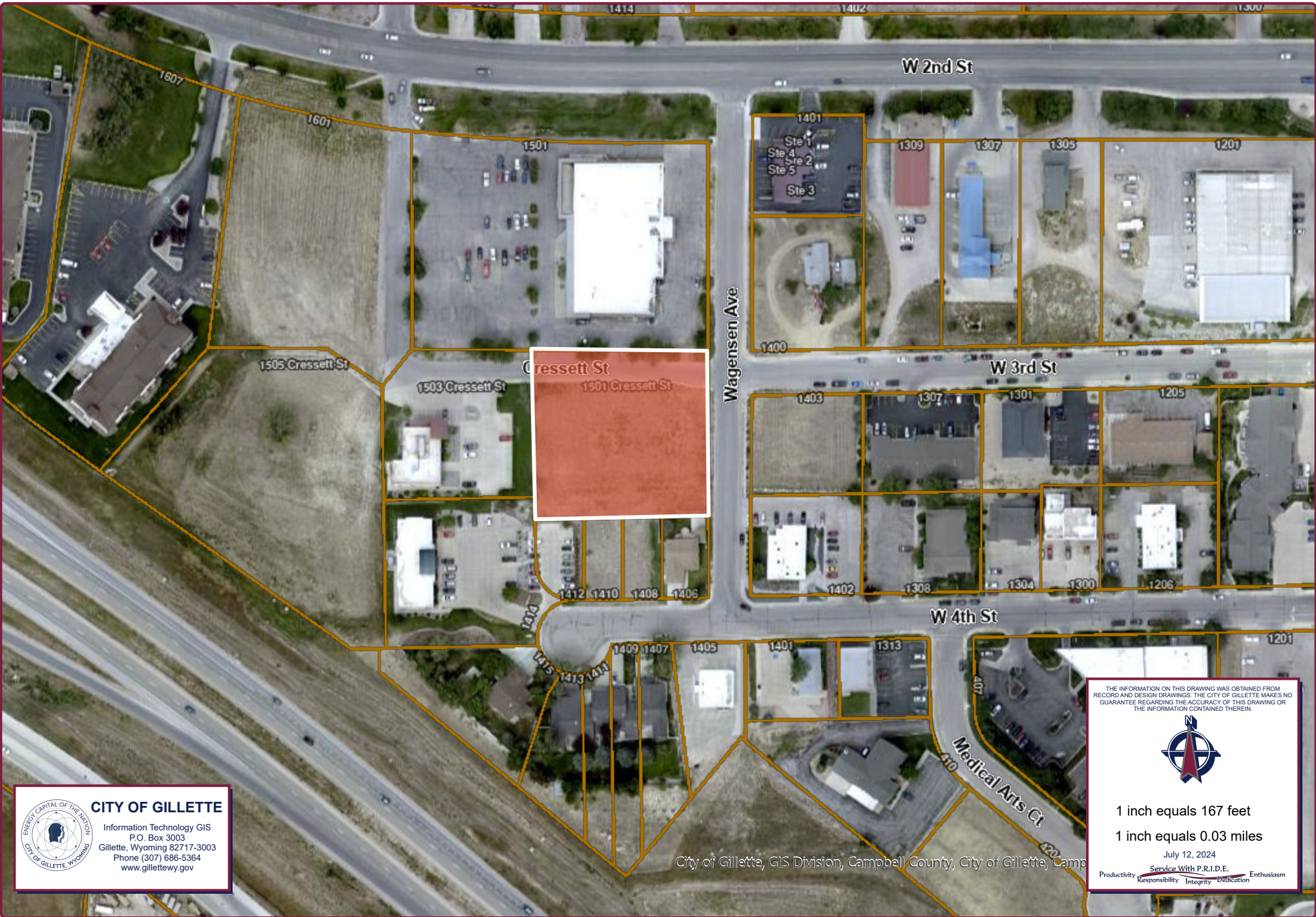
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☐ [Vicinity Map](#)

☐ [Health and Safety Letter](#)

☐ [Site Plan](#)

1501 Cressett Street



CITY OF GILLETTE

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

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July 12, 2024

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

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

WOMEN'S HEALTHCARE, P.C.

David A. Beck, MD, FACOG
Leah Albrecht, MSN, WHNP
Obstetrics/Gynecology

Friday, July 12, 2024

Planning Division
City of Gillette
2nd Floor City Hall
201 E 5th St
Gillette, WY 82716

To the City of Gillette Planning Division:

Dear Sirs,

This letter is a formal request for a temporary zoning permit for vacant lots at 1501 & 1505 Cressett Street in Gillette, WY.

There are no services on these lots. They would be offered as "dry" camping sites. Portable restrooms will be placed on each lot. A trash dumpster will also be placed on each lot. They will be serviced before they become full.

We plan to have "onsite" concierge (Scouts & Scoutmasters) to help and organize campers. Quiet hours will be enforced between 10 p.m. and 6 a.m. Camper conflicts will be handled by the "onsite concierge".

Thank you for the consideration of this application. Boy Scout Troup 6064 has been unable to obtain Christmas trees for their annual fundraising the last couple of years. They plan on using this opportunity as their fundraising project this year. Please contact me on my cell phone number 307-680-3130 if there is any other information that is needed or required.

Sincerely,



David A Beck, MD

kmb

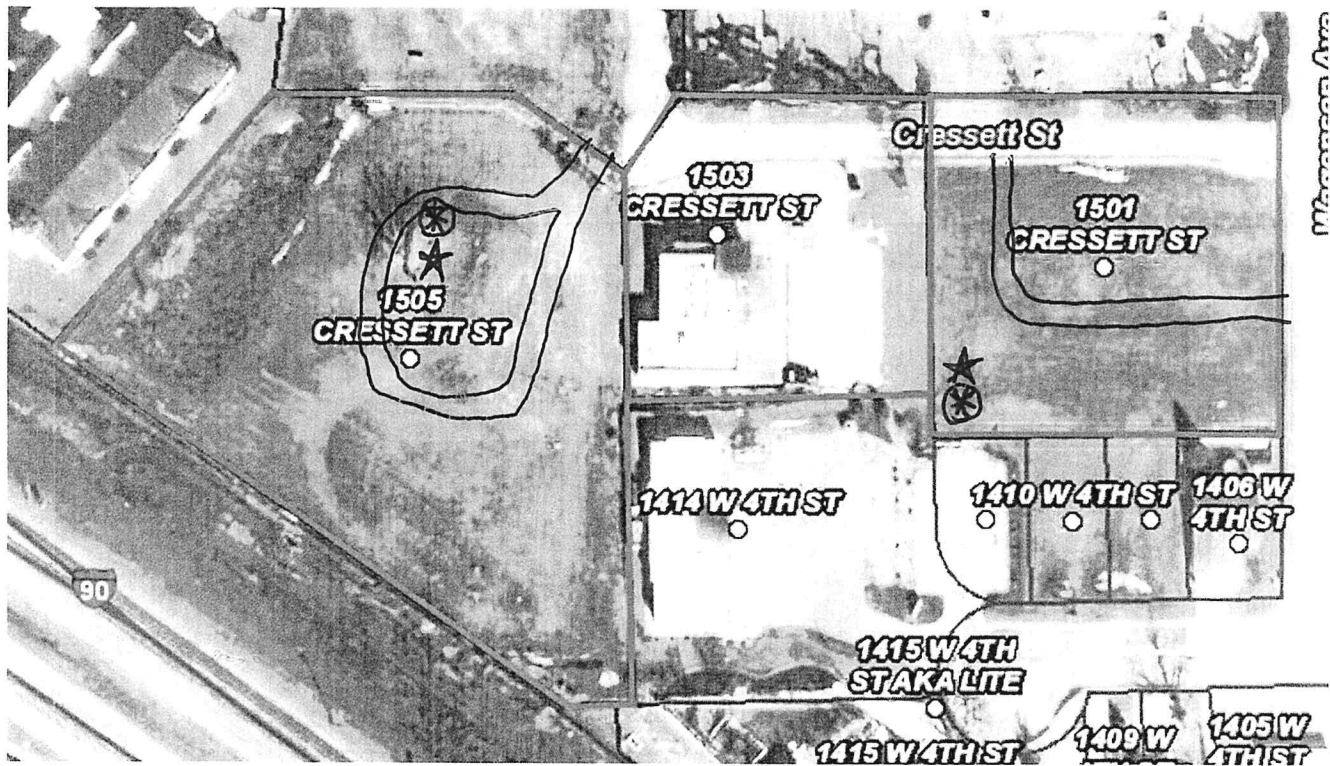
1402 W. 4th Street • Gillette, WY 82716 • (307)682-2233

1503 Cressett St.
1501 & 1505 Cressett St.
Gillette, Wyoming

38

AERIAL PHOTO

Subject parcels outlined in red. Boundaries not intended to be exact.



★ portable restrooms

⊛ trash dumpsters

Camp sites will be numbered and "oversized"
to prevent overcrowding.



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration to Approve of a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 1505 Cressett Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.

BACKGROUND:

The Owner is seeking a Temporary Use Permit for their property located at 1505 Cressett Street, which is in a C-O, Office and Institution District. Per Resolution 2878, adopted at the June 18, 2024, meeting, the following documents are required for a complete application:

- A Letter addressing the following health and safety questions:
 - o How will trash services, potable water, sewer, and electric services be provided to patrons?
 - o Will temporary portable toilet facilities be provided?
 - o What is the frequency of maintenance for trash pick-up, cleaning of portable toilet facilities, and/or refilling of potable water supplies?
 - o How will security be addressed?
 - o How will you address noise and other nuisance complaints from surrounding property owners?
 - o Will a "curfew" or "quiet hours" be enforced between 10pm and 6am each day?
 - o How will the property owner minimize conflicts between patrons and other permitted uses located on the same property?
- A Site Plan showing the location of campsites, access points, fire extinguishers, and other facilities required for occupancy
- A Letter from the Campbell County Fire Department approving the proposed Site Plan.

ACTUAL COST VS. BUDGET:

N/A

SUGGESTED MOTION:

I move to Approve a Temporary Use Permit for the Occupancy of Tents, Campers, Motorhomes, or Recreation Vehicles at 1505 Cressett Street for the Period of July 31, 2024, through August 13, 2024, per Resolution 2878.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
<input type="checkbox"/> Vicinity Map
<input type="checkbox"/> Health and Safety Letter
<input type="checkbox"/> Site Plan

1505 Cressett Street



WOMEN'S HEALTHCARE, P.C.

David A. Beck, MD, FACOG
Leah Albrecht, MSN, WHNP
Obstetrics/Gynecology

Friday, July 12, 2024

Planning Division
City of Gillette
2nd Floor City Hall
201 E 5th St
Gillette, WY 82716

To the City of Gillette Planning Division:

Dear Sirs,

This letter is a formal request for a temporary zoning permit for vacant lots at 1501 & 1505 Cressett Street in Gillette, WY.

There are no services on these lots. They would be offered as "dry" camping sites. Portable restrooms will be placed on each lot. A trash dumpster will also be placed on each lot. They will be serviced before they become full.

We plan to have "onsite" concierge (Scouts & Scoutmasters) to help and organize campers. Quiet hours will be enforced between 10 p.m. and 6 a.m. Camper conflicts will be handled by the "onsite concierge".

Thank you for the consideration of this application. Boy Scout Troup 6064 has been unable to obtain Christmas trees for their annual fundraising the last couple of years. They plan on using this opportunity as their fundraising project this year. Please contact me on my cell phone number 307-680-3130 if there is any other information that is needed or required.

Sincerely,



David A Beck, MD

kmb

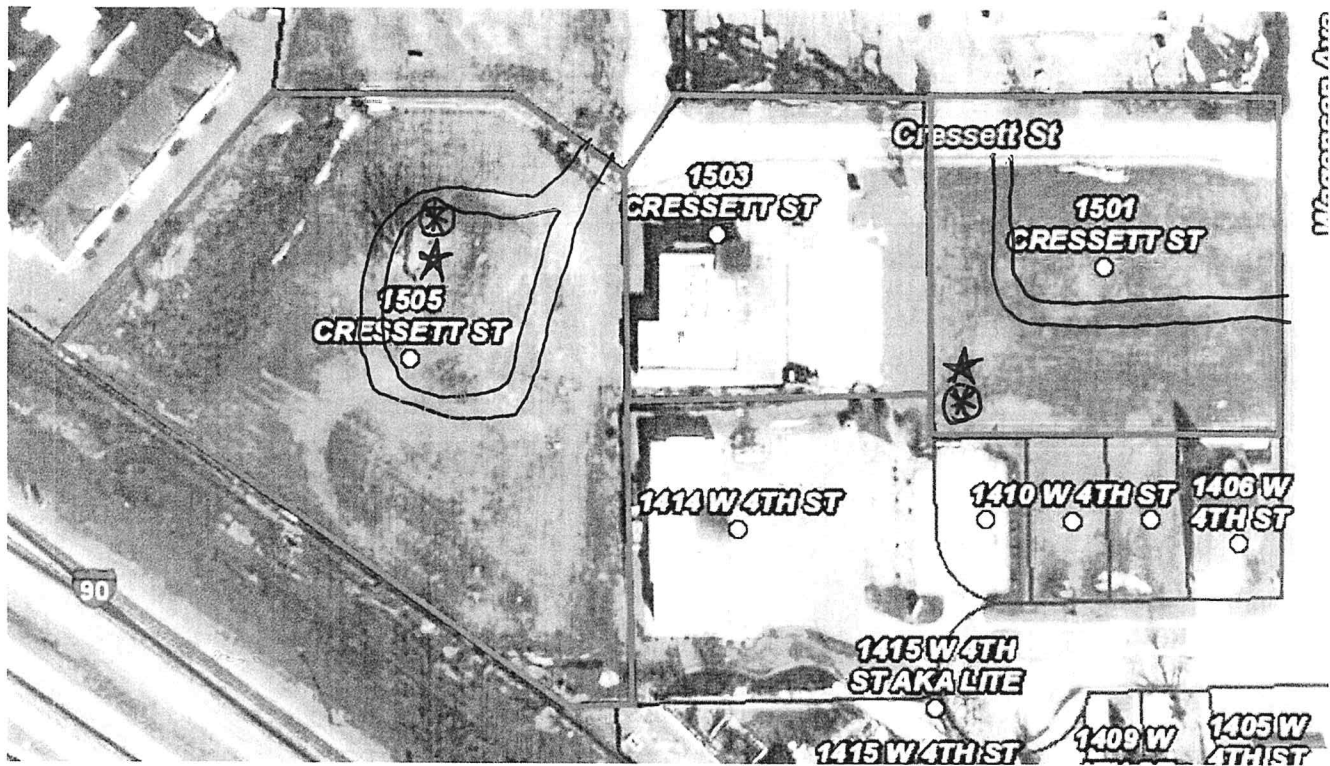
1402 W. 4th Street • Gillette, Wy 82716 • (307)682-2233

1503 Cressett St.
1501 & 1505 Cressett St.
Gillette, Wyoming

38

AERIAL PHOTO

Subject parcels outlined in red. Boundaries not intended to be exact.



★ portable restrooms

⊛ trash dumpsters

Camp sites will be numbered and "oversized"
to prevent overcrowding.



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration of a Bid Award for the GRWSP Phase IV Fox Ridge Regional Connection Project to Dan Hart Patrol, in the amount of \$957,244.40.

BACKGROUND:

This project will install the regional connection for the Fox Ridge Improvement and Service District (ISD), including the pipeline, valves, building, and all necessary appurtenances starting at the stub out left from the Gillette Regional Water Supply Phase II project at the Red Hills tank site to the District's connection point. (agreement & map as attachments)

ACTUAL COST VS. BUDGET:

The bid price of \$957,244.40 is within the budgeted amount for the construction of this project. Allocations from a Wyoming Water Development Commission (WWDC) grant will fund 67% and the remaining 33% is from the Cap Tax Fund.

SUGGESTED MOTION:

I move for Approval of a Bid Award for the GRWSP Phase IV Fox Ridge Regional Connection Project to Dan Hart Patrol, in the amount of \$957,244.40.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

☐ [Engineer's Recommendation](#)

☐ [Bid Tabulation](#)

☐ [Project Map](#)



July 1, 2024

Joe Schoen, PE
City Engineer
City of Gillette
201 East 5th Street.
Gillette, WY 82716

RE: Gillette Regional Water Supply Project – Priority IV Fox Ridge (18UT02)

Dear Joe,

The purpose of this letter is to provide the Engineer's Recommendation of Award to the City of Gillette for the Gillette Regional Water Supply Project – Priority IV Fox Ridge Project. A bid opening for this project was conducted on Thursday June 27, 2024, at City Purchasing. The following is a summary of the post-bid activities.

Review of Bids. Below is a list of the received bids for this project.

Bidder Name	Bid Schedule A	Bid Schedule B	Total Bid
Dan Hart Patrol Service, LLC	\$ 957,244.40	\$ 7,500.00	\$ 964,744.40
Hot Iron, Inc.	\$ 1,049,926.50	\$ 7,293.00	\$ 1,057,219.50
DRM, Inc.	\$ 1,230,559.83	\$ 7,293.00	\$ 1,237,852.83

The low bidder is Dan Hart Patrol Service, LLC.

We have tabulated all bids and formatted them in an Excel spreadsheet for price verification and comparison purposes and have attached a copy of that spreadsheet to this recommendation. Dan Hart Patrol's individual bid item prices appear to be in line with bid prices submitted by the other bidders. The unit prices and extensions submitted did not contain any numerical errors. Dan Hart Patrol's total bid is well under the Engineer's Estimate and is about 9% under the second lowest bidder.

Dan Hart Patrol's bid package included a completed and signed Bid Form acknowledging the receipt of Addenda #1 and #2, and a Bid Security in the form of a 5% Bid Bond.

Dan Hart Patrol listed the following subcontractors for this project.

- Falcon Construction – Control Building
- G&G Landscaping – Seeding and Reclamation
- Scott Brothers Electrical – Building Electrical

Wyoming Residency. Dan Hart Patrol is a certified Wyoming Contractor and included an up-to-date Certificate of Residency.

In summary, DOWL has performed our post-bid evaluation, and it appears that we have a low responsible bidder. In speaking with Mike Walter, Project Manager, they are comfortable with their bid numbers and the project completion time. DOWL recommends awarding the construction project to Dan Hart Patrol for a total of \$964,744.40.

Please call if you wish to discuss any aspects of this project, the bids, or the contractor. We look forward to continuing to work on this project with the City of Gillette.

Sincerely,



Mark Hines, PE
Project Manager

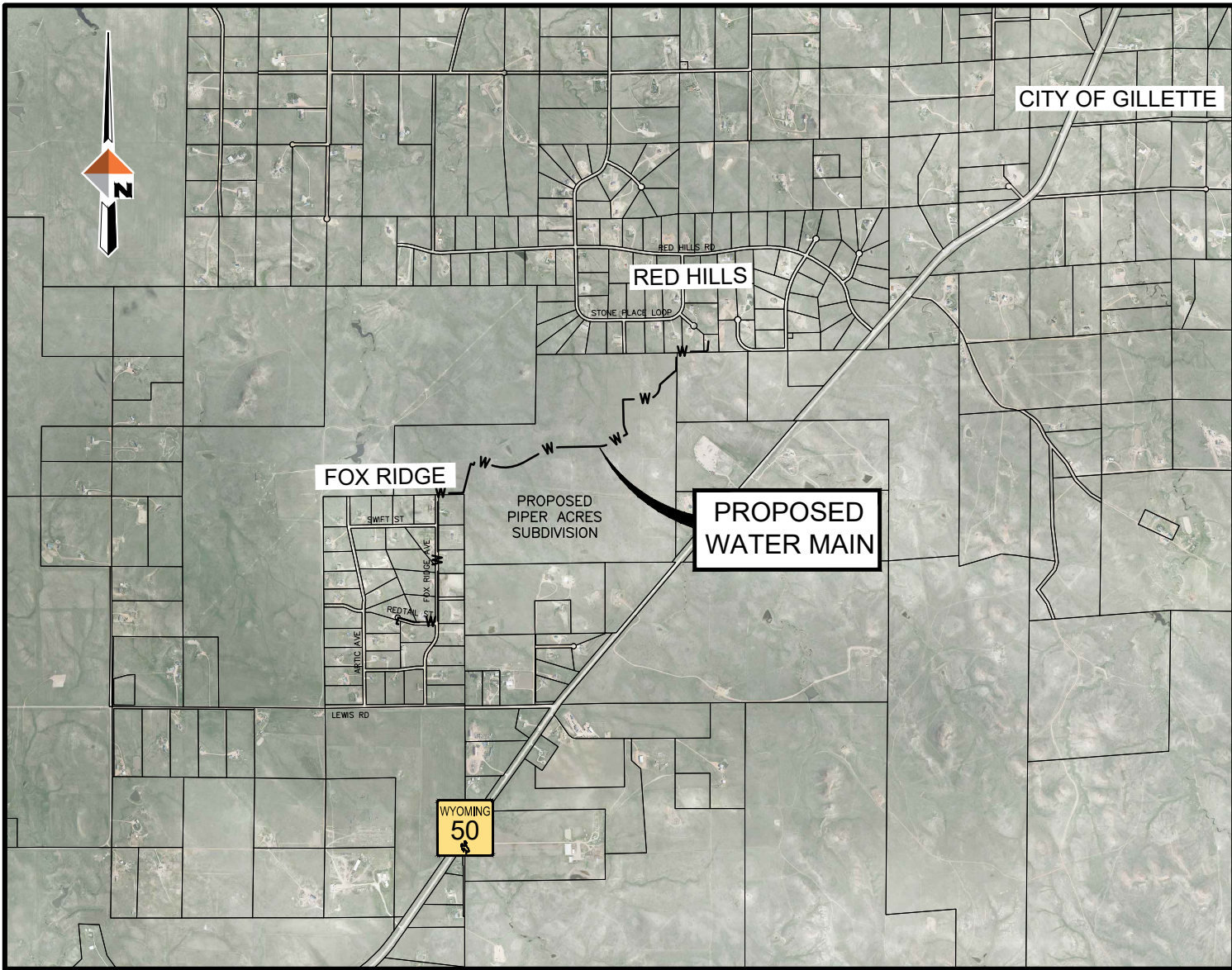
Attachment: Bid Tabulation

Bid Tabulation

City of Gillette

Gillette Regional Water Supply Project - Priority IV Fox Ridge (18UT02)

				Engineer's Estimate		1		2		3		
						DRM, Inc.		Dan Hart Patrol Service, LLC		Hot Iron, Inc.		
Bid Item No	Item Name	Units	Bid Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
01020.01	MOBILIZATION	LS	1	\$125,000.00	\$ 125,000.00	\$121,226.00	\$ 121,226.00	\$45,000.00	\$ 45,000.00	\$57,935.00	\$ 57,935.00	
01050.01	CONTRACTOR PROVIDED SURVEY	LS	1	\$10,000.00	\$ 10,000.00	\$10,534.00	\$ 10,534.00	\$11,202.00	\$ 11,202.00	\$10,500.00	\$ 10,500.00	
01050.02	CONTRACTOR PROVIDED TESTING	LS	1	\$15,000.00	\$ 15,000.00	\$10,620.70	\$ 10,620.70	\$21,000.00	\$ 21,000.00	\$9,020.00	\$ 9,020.00	
01050.02	CONTRACT BONDS	LS	1	\$32,000.00	\$ 32,000.00	\$25,256.50	\$ 25,256.50	\$25,000.00	\$ 25,000.00	\$21,840.00	\$ 21,840.00	
01510.03	PROJECT IDENTIFICATION SIGN	EA	1	\$2,000.00	\$ 2,000.00	\$1,730.00	\$ 1,730.00	\$2,200.00	\$ 2,200.00	\$1,481.70	\$ 1,481.70	
01500.11	CONSTRUCTION STORMWATER MANAGEMENT	LS	1	\$25,000.00	\$ 25,000.00	\$2,930.00	\$ 2,930.00	\$5,000.00	\$ 5,000.00	\$7,430.00	\$ 7,430.00	
01500.15	INSTALL WATTLES (FINAL EROSION CONTROL)	LF	1,000	\$6.00	\$ 6,000.00	\$5.10	\$ 5,100.00	\$6.00	\$ 6,000.00	\$6.33	\$ 6,330.00	
01510.01	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1	\$8,000.00	\$ 8,000.00	\$4,533.00	\$ 4,533.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	
02050.05	REMOVE EXISTING FITTING (END CAP)	EA	1	\$1,000.00	\$ 1,000.00	\$278.75	\$ 278.75	\$800.00	\$ 800.00	\$350.00	\$ 350.00	
02110.01	CLEARING & GRUBBING (PIPE INSTALLATION AREA)	LF	10,040	\$0.70	\$ 7,028.00	\$0.45	\$ 4,518.00	\$0.50	\$ 5,020.00	\$0.95	\$ 9,538.00	
02210.02	EXCAVATION BELOW SUBGRADE (AS APPROVED)	CY	500	\$10.00	\$ 5,000.00	\$16.80	\$ 8,400.00	\$8.50	\$ 4,250.00	\$14.00	\$ 7,000.00	
02210.03	REJECTED MATERIAL DISPOSAL (AS APPROVED)	CY	500	\$16.00	\$ 8,000.00	\$9.25	\$ 4,625.00	\$30.00	\$ 15,000.00	\$16.00	\$ 8,000.00	
02210.06	IMPORT BORROW SAND (AS APPROVED)	CY	500	\$28.00	\$ 14,000.00	\$16.00	\$ 8,000.00	\$17.00	\$ 8,500.00	\$21.75	\$ 10,875.00	
02210.076	SUBGRADE PROCESS FOR ACCESS ROAD (6")	SY	1,600	\$6.00	\$ 9,600.00	\$2.55	\$ 4,080.00	\$4.00	\$ 6,400.00	\$4.25	\$ 6,800.00	
02220.01	EXPLORATORY EXCAVATION (AS APPROVED)	HR	20	\$300.00	\$ 6,000.00	\$840.20	\$ 16,804.00	\$300.00	\$ 6,000.00	\$320.00	\$ 6,400.00	
02220.02	UNDERGROUND FACILITY LOCATES (AS APPROVED)	EA	40	\$300.00	\$ 12,000.00	\$303.00	\$ 12,120.00	\$350.00	\$ 14,000.00	\$400.00	\$ 16,000.00	
02220.03	UTILITY LINE CROSSING (AS APPROVED)	EA	40	\$350.00	\$ 14,000.00	\$40.25	\$ 3,610.00	\$50.00	\$ 2,000.00	\$90.00	\$ 20,000.00	
02225.01	INSTALL TYPE 1 PIPE BEDDING (METALLIC FITTING BACKFILL & AS APPROVED)	CY	100	\$45.00	\$ 4,500.00	\$90.15	\$ 9,015.00	\$60.00	\$ 6,000.00	\$45.56	\$ 4,556.00	
02225.02	INSTALL TRENCH FOUNDATION (AS APPROVED)	TN	500	\$35.00	\$ 17,500.00	\$54.10	\$ 27,050.00	\$30.00	\$ 15,000.00	\$26.36	\$ 13,180.00	
02225.05	INSTALL FABRIC AROUND PIPE BEDDING (PROPEX 601 NON-WOVEN SEPARATION) (AS APPROVED)	LF	500	\$12.00	\$ 6,000.00	\$11.50	\$ 5,750.00	\$5.00	\$ 2,500.00	\$12.66	\$ 6,330.00	
02231.013	INSTALL 3" AGGREGATE BASE (EXISTING DRIVEWAY & ROAD COVER)	SY	360	\$18.00	\$ 6,480.00	\$9.35	\$ 3,366.00	\$8.10	\$ 2,916.00	\$9.38	\$ 3,376.80	
02231.014	INSTALL 4" AGGREGATE BASE (ACCESS ROAD)	SY	1,600	\$24.00	\$ 38,400.00	\$11.25	\$ 18,000.00	\$8.91	\$ 14,256.00	\$8.82	\$ 14,112.00	
02273.03	INSTALL 12" CLASS 2 RIP RAP AT FLUSHING HYDRANTS	CY	32	\$250.00	\$ 8,000.00	\$132.35	\$ 4,235.20	\$125.00	\$ 4,000.00	\$64.12	\$ 2,051.84	
02280.04	STOCKPILE TOPSOIL / PLACE TOPSOIL / SEEDBED PREPARATION (PIPE INSTALLATION AREA)	LF	10,040	\$1.80	\$ 18,072.00	\$5.95	\$ 59,738.00	\$1.50	\$ 15,060.00	\$2.70	\$ 27,108.00	
02645.02	INSTALL FLUSHING HYDRANT BOLLARD	EA	10	\$600.00	\$ 6,000.00	\$1,132.70	\$ 11,327.00	\$500.00	\$ 5,000.00	\$615.39	\$ 6,153.90	
02665.016	INSTALL 6" C900 DR18 PVC WATER MAIN	LF	10,040	\$60.00	\$ 602,400.00	\$3.70	\$ 338,348.00	\$28.00	\$ 281,120.00	\$3.06	\$ 352,002.40	
02665.026	INSTALL 6" END OF LINE PLUG	EA	1	\$600.00	\$ 600.00	\$4,565.50	\$ 4,565.50	\$400.00	\$ 400.00	\$616.37	\$ 616.37	
02665.03666	INSTALL 6" X 6" X 6" TEE	EA	1	\$2,000.00	\$ 2,000.00	\$1,264.00	\$ 1,264.00	\$750.00	\$ 750.00	\$1,038.77	\$ 1,038.77	
02665.066	INSTALL 6" X 22.5 ELBOW	EA	1	\$1,400.00	\$ 1,400.00	\$949.25	\$ 949.25	\$525.00	\$ 525.00	\$785.78	\$ 785.78	
02665.086	INSTALL 6" X 45 ELBOW	EA	3	\$1,400.00	\$ 4,200.00	\$963.40	\$ 2,890.20	\$875.00	\$ 2,625.00	\$810.13	\$ 2,430.39	
02665.096	INSTALL 6" X 90 ELBOW	EA	10	\$1,400.00	\$ 14,000.00	\$1,011.10	\$ 10,111.00	\$625.00	\$ 6,250.00	\$861.55	\$ 8,615.50	
02665.116	INSTALL 6" GATE VALVE	EA	9	\$2,000.00	\$ 18,000.00	\$2,696.25	\$ 24,266.25	\$2,640.00	\$ 23,760.00	\$2,457.42	\$ 22,116.78	
02665.18	CONNECT TO EXISTING WATER MAIN	EA	1	\$3,000.00	\$ 3,000.00	\$2,118.75	\$ 2,118.75	\$4,200.00	\$ 4,200.00	\$1,964.67	\$ 1,964.67	
02665.24	INSTALL TEST STATION	EA	4	\$250.00	\$ 1,000.00	\$711.00	\$ 2,844.00	\$350.00	\$ 1,400.00	\$507.67	\$ 2,030.68	
02665.27	INSTALL UTILITY MARKER	EA	33	\$60.00	\$ 1,980.00	\$226.60	\$ 7,477.80	\$225.00	\$ 7,425.00	\$467.25	\$ 15,435.75	
02665.32	INSTALL FLUSHING HYDRANT ASSEMBLY	EA	6	\$5,000.00	\$ 30,000.00	\$5,851.00	\$ 35,106.00	\$3,950.00	\$ 23,700.00	\$3,978.29	\$ 23,869.74	
02665.33	INSTALL FIRE HYDRANT ASSEMBLY	EA	2	\$8,000.00	\$ 16,000.00	\$7,550.00	\$ 15,100.00	\$5,825.00	\$ 11,650.00	\$6,428.39	\$ 12,856.78	
02665.34	GREATER BURY DEPTH	LF	400	\$16.00	\$ 6,400.00	\$5.25	\$ 2,100.00	\$12.00	\$ 4,800.00	\$8.00	\$ 3,200.00	
02665.35	INSTALL 1" AIR VACUUM ASSEMBLY	EA	7	\$5,000.00	\$ 35,000.00	\$4,967.00	\$ 34,769.00	\$2,200.00	\$ 15,400.00	\$2,540.64	\$ 17,784.48	
02665.36	INSTALL 2" AIR VACUUM ASSEMBLY	EA	1	\$10,000.00	\$ 10,000.00	\$7,295.00	\$ 7,295.00	\$11,000.00	\$ 11,000.00	\$14,384.66	\$ 14,384.66	
02710.026	INSTALL 6" HDD WATER MAIN	LF	532	\$120.00	\$ 63,840.00	\$65.60	\$ 34,899.20	\$85.00	\$ 45,220.00	\$80.74	\$ 42,953.68	
02900.08	DRILL SEEDING (OFF-SITE PIPE INSTALLATION AREA)	AC	8	\$1,000.00	\$ 8,000.00	\$823.75	\$ 6,590.00	\$750.00	\$ 6,000.00	\$699.60	\$ 5,596.80	
02900.09	HYDROSEEDING (FOX RIDGE DITCHES & CONTROL BLDG.)	SF	65,040	\$0.30	\$ 19,512.00	\$0.13	\$ 8,455.20	\$0.12	\$ 7,804.80	\$0.11	\$ 7,154.40	
02900.11	STRAW MULCH (OFF-SITE PIPE INSTALLATION AREA)	AC	9.34	\$1,000.00	\$ 9,340.00	\$919.50	\$ 8,588.13	\$820.00	\$ 7,658.80	\$781.00	\$ 7,294.54	
02910.17	INSTALL CHAIN LINK FENCE & GATE	LF	160	\$60.00	\$ 9,600.00	\$60.60	\$ 9,696.00	\$96.88	\$ 15,500.80	\$66.00	\$ 10,560.00	
02910.18	INSTALL TEMPORARY FENCING	LF	500.00	\$8.00	\$ 4,000.00	\$12.40	\$ 6,200.00	\$10.40	\$ 5,200.00	\$5.45	\$ 2,725.00	
02910.19	INSTALL TRENCH LINE GATES	EA	1	\$2,000.00	\$ 2,000.00	\$2,331.40	\$ 2,331.40	\$2,800.00	\$ 2,800.00	\$962.50	\$ 962.50	
10650.011	FOX RIDGE CONTROL BUILDING	LS	1	\$250,000.00	\$ 250,000.00	\$251,748.00	\$ 251,748.00	\$201,851.00	\$ 201,851.00	\$212,178.99	\$ 212,178.99	
TOTAL FOR BID A					\$ 1,516,852.00	TOTAL	\$ 1,230,559.83	TOTAL	\$ 957,244.40	TOTAL	\$ 1,049,926.50	
01020	CONTRACT PAY ITEMS BID SCHEDULE B											
02665.31	FOX RIDGE TIE-IN	LS	1		\$12,000.00	\$ 7,293.00	\$ 7,293.00	\$ 7,500.00	\$ 7,500.00	\$ 7,293.00	\$ 7,293.00	
TOTAL FOR BID B					TOTAL	\$ 12,000.00	TOTAL	\$ 7,293.00	TOTAL	\$ 7,500.00	TOTAL	\$ 7,293.00
TOTAL FOR BID A & B						\$ 1,528,852.00	TOTAL	\$ 1,237,852.83	TOTAL	\$ 964,744.40	TOTAL	\$ 1,057,219.50



CITY OF GILLETTE

RED HILLS

FOX RIDGE

PROPOSED
WATER MAIN

PROPOSED
PIPER ACRES
SUBDIVISION

WYOMING
50
\$

VICINITY MAP



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration for the Acceptance of Public Improvements for the Material Storage Building Replacement Project, Installed by S&S Builders, LLC, in the Amount of \$1,044,878.98.

BACKGROUND:

The existing material storage building at the City Maintenance yard was aged and in need of replacement. The new building is a 120-foot by 80-foot pre-engineered fabric building on a concrete foundation and concrete floor and was constructed under project number 21EN24. The new structure is north of the City Warehouse near the main entrance/exit gate. The new structure will provide approximately 5,300 square feet more storage area, more than double the old material storage building, with room for expansion to the east if the need arises. The planned concrete pad directly adjacent to the east of the building will provide easy access to material delivery vehicles as well as the City snowplow fleet during winter.

WHEN CONSTRUCTED: Based on aerial imagery the old material storage shed was construction between 1995 and 1999, making the old shed up to 28 years in age.

WHY NEEDED: Given the age, the corrosive nature of the material stored in the existing building, the size and the extensive use during the winter months, the existing building has aged and deteriorated to the point of needing replaced. Further, the need to store more material requires more space.

SCHEDULE: The project began winter 2023 and was completed in May 2024.

ACTUAL COST VS. BUDGET:

S&S Builders, LLC was awarded a bid of \$1,081,313.00 and completed the work for a cost of \$1,044,878.98. A savings of \$36,434.02. This project was allocated \$1,100,000 in the FY23 budget.

SUGGESTED MOTION:

I move for Approval for the Acceptance of Public Improvements for the Material Storage Building Replacement Project, Installed by S&S Builders, LLC, in the Amount of \$1,044,878.98.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

☐ [Aerial and Vicinity Map](#)

<input type="checkbox"/> Warranty
<input type="checkbox"/> Affidavit on Behalf of Contractor
<input type="checkbox"/> Certificate of Final Completion
<input type="checkbox"/> Certificate of Substantial Completion
<input type="checkbox"/> Warranty Certificate

MATERIALS STORAGE BUILDING (21EN24)

W Fourth Ave W 4th Ave

Apricot St

N Burma Ave

W Third Ave W 3rd Ave

PROPOSED MATERIAL
STORAGE BUILDING

EXISTING CITY
WAREHOUSE

EXISTING MATERIAL
STORAGE BUILDING



September 28, 2023
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

90 180
Feet

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

City of Gillette

WARRANTY

(Contractor)

S+S Builders, LLC hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the City of Gillette Material Storage Building 21EN24 FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

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

DATED this 27th day of June, 2024

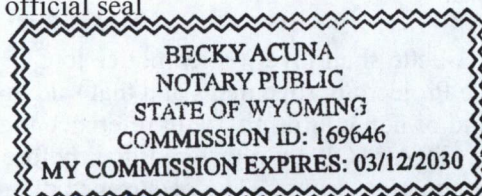
Sps Builders, LLC
CONTRACTOR (COMPANY NAME)

[Signature] Controller
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Serena K. Tays,
this 27th day of June, 2024

Witness my hand and official seal



Becky Acuna
Notary Public

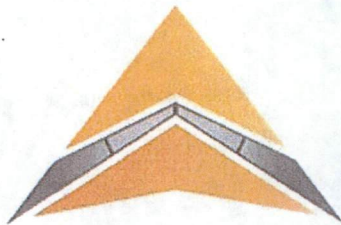
My commission Expires: 3/12/2030

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK



LEGACY
BUILDING SOLUTIONS

MAINTENANCE SCHEDULE AND WARRANTY INFORMATION

S&S Builders
City of Gillette
April 2024



Innovation Beyond Fabric. Service Above All.

Corporate Office
19500 County Road 142
South Haven, Minnesota 55382
877.259.1528 • 320.258.0500
www.LegacyBuildingSolutions.com

April 26, 2024

S&S Builders
Rob Brower
PO Box 1867
Gillette, WY 82717

Dear Mr. Brower:

Thank you for choosing Legacy Building Solutions for your building needs. I appreciate the trust you extended to our company, and the opportunity to learn more about you and your business.

Our goal is customer satisfaction, including post completion. Please feel free to reach out to Matt VanScoyoc or me directly at any time if you have questions. My contact information is below for your reference.

Once we receive your completed warranty registration card, we will mail your warranty certificate.

Again, thank you for your business and your confidence in Legacy Building Solutions. If we can be of any further assistance in the future, please let us know.

Sincerely,

Eric Donnay
General Manager
Phone: 320.258.0500
Email: edonnay@legacybuildingsolutions.com

Enclosures:
Warranty Information
Building Maintenance Schedule
Warranty Registration Card

Legacy Building Solutions, Inc. Limited Product Warranty

EpoxxiShield COR and Hot Dip Galvanized Coatings

1. **Legacy Building Solutions, Inc.** provides a limited warranty for the fabric cover and certain of its manufactured, structural steel building components, all subject to the terms and conditions set forth in this document (the "Warranty"). The Warranty commences upon delivery of the cover and fabric building components to the applicable end-user. Warranty is applicable to units sold and erected in the United States and Canada, and may vary outside these areas. This warranty is extended to the original Owner only and is not transferable to subsequent owners.
2. **Materials Covered** The coverage of the Warranty is limited to the fabric cover and the structural steel building components provided by Legacy Building Solutions, Inc. for installation of the fabric cover. The steel framework is available with various coating options, but only EpoxxiShield COR Plus; EpoxxiShield COR Pro; EpoxxiShield COR Design; EpoxxiShield COR Elite and/or hot dip galvanized components are intended for use in corrosive environments.
3. **Pre-Conditions to Availability of Warranty** For the obligations of Legacy Building Solutions under this Warranty to be effective, the Warranty Information Sheet must be completed, signed by the end-user and returned to Legacy Building Solutions, Inc. within 60 days following delivery of the cladding and building components. The limitations set forth in this Warranty, including without limitation, the provisions of Section 6, shall apply regardless of whether or not the end-user completes and returns the Warranty Information Sheet. If building was not installed by Legacy Building Solutions, Inc., pictures of the building evidencing proper installation in the judgment of Legacy Building Solutions, Inc. must accompany the information sheet. The Warranty only covers defects in workmanship or materials referred to in Section 2 above and supplied by Legacy Building Solutions, Inc. The Warranty will not apply if the defect arose out of or is related to (i) faulty installation by others; (ii) abnormal use, an Act of God or weather conditions that exceeded the product specifications for wind or snow; (iii) improper foundation or engineering by others; (iv) direct contact with corrosive or other damaging chemicals or other products.
4. **Coverage Provided by Warranty** Subject to other terms and conditions of this Warranty, Warranty covers (i) material defects of the fabric components that materially affect product performance and (ii) structural failure or other defect materially affecting product, provided by Legacy Building Solutions, Inc.
5. **Extent of Warranty Protection** Subject to the other terms and conditions of this Warranty, Legacy Building Solutions, Inc. will repair or replace, at its sole option, any covered building component to the extent the product defect exists with respect to workmanship or materials and arises during normal and proper use and maintenance (per attached maintenance schedule) of the product. The Warranty is limited to repair and replacement of the materials pursuant to timely claims in accordance with Section 9. The costs of repair or replacement under the Warranty shall be allocated between the applicable end-user and Legacy Building Solutions, Inc. in accordance with the chart below. The end-user's portion of the cost is payable in advance to Legacy Building Solutions, Inc. The cost of labor necessary to repair or replace the defective component at the site, as well as delivery charges, shall be paid by the applicable end-user. Parts or other materials repaired or replaced will be considered covered under the existing warranty. Any parts repaired or replaced under this warranty are subsequently warranted only for the remaining unexpired portion of the warranty period applicable to the original product. Additionally, Legacy Building Solutions, Inc. shall not be liable if the replacement component varies in appearance from the original.

6. **Limitation of Remedies** THE WARRANTY AND REMEDIES SET FORTH IN SECTION 5 ABOVE ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES TO EITHER PURCHASER OR ANY END-USER, EXPRESS OR IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

Legacy Building Solutions, Inc. shall have no liability for damages beyond repair or replacement of the defective parts, including, without any liability for direct or consequential damages, damages associated with loss of use or profits, or indirect, punitive or special damages, even if Legacy Building Solutions, Inc. has been put on notice that such damages could be sustained by the end-user. This disclaimer of damages shall apply even in the event that end-user's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of the end-user's claim, be it in contract, warranty, tort, product liability or otherwise.

7. **Dealers and Distributors** Dealers and Distributors of Legacy Building Solutions, Inc. are independent contractors and are not agents of Legacy Building Solutions, Inc. Legacy Building Solutions, Inc. assumes no liability for their work and they have no authority to extend or modify the Warranty of Legacy Building Solutions, Inc. beyond the end-user of record.

8. **Limits and Release of Liability**: This warranty does not apply to defects or damage resulting from a) installation that is improper and/or not in accordance with the Legacy Building Solutions installation instructions; b) improper or inadequate maintenance; c) modification or alteration of product; d) neglect, misuse or abuse of product; e) accident; f) unauthorized repair or alteration; g) integration with other products or accessories not manufactured specifically for use with Legacy Building Solutions, Inc. buildings or components; h) direct contact with corrosive materials; i) corrosion resulting from building application or environment that is a result of insufficient maintenance or ventilation; j) use of abrasive cleaning methods, chemicals, or solvents; k) exposure to conditions in excess of, or not meeting, as the case may be, the wind and snow load specifications of the building model; l) foundation design and/or installation and/or deficiency in the foundation; m) product upgrades; n) product recall; o) normal wear and tear; p) wear caused by multiple installations; q) storage and/or handling of the building components; or r) an act of God. This warranty does not apply to cosmetic defects or deterioration, including discoloration. This warranty does not apply to any fabric sign and/or logo banners or any fabric material that has been printed on or adhesive decals applied to. Color fading should be expected due to weathering and UV exposure and is not covered under this warranty. The warranty does not apply to any product not manufactured by Legacy Building Solutions, Inc. No one is authorized to change or add to this warranty. Legacy Building Solutions, Inc. shall not be liable for any damages incurred during or as a result of installation of Legacy Building Solutions, Inc. product, whether or not in accordance with the installation instructions. This warranty gives you specific legal rights. You may also have other rights which vary from jurisdiction to jurisdiction. In no event shall Legacy Building Solutions, Inc. be liable for any direct, indirect, special, incidental or consequential damages (including loss of profit, loss of time, inconvenience, or the use or inability to use this product for any purpose whatsoever), whether based on contract, tort, strict liability or any other legal basis; even if Legacy Building Solutions, Inc. was advised of the possibility of the occurrence of such damages. By registering for and taking the benefit of this warranty, the Building Owner expressly releases and discharges Legacy Building Solutions, Inc. from all claims, causes of action, demands, actions, suits, judgments and executions for any actual, incidental or consequential damages, bodily or otherwise, that the Building Owner ever had, now has, or may have by reason of the assembly, erection, use and/or operation of any Legacy Building Solutions, Inc. building. All references to Building Owners and Legacy Building Solutions, Inc. include such parties' spouses, heirs, successors, legal representatives and assigns.

9. Charts

Warranty Coverage Periods:

<u>Building Component</u>	<u>Years Covered</u>
Structural Steel Components	15
End wall Steel Components	15
EpoxxiShield COR Pro	15
Fabric warranties follow for most common selections, other fabrics are available:	
Main Building Covers, Sidewall and End wall Panels – 28 oz/yd ² PVC ExxoTec™ Elite	25
Small Components, including door, fan and vent framing, doors, cables, winches, fasteners, and other small parts	1

Schedule of Pro Rating Percentage of Repair Cost/Replacement Parts Covered by Legacy Building Solutions, Inc. (Balance Paid by Customer)			
Repair/Replacement Occurring in Year:	Pro-Rated Warranty Coverage Amount		
	25 Years	15 Years	1 Year
1 st Year	100%	100%	100%
2 nd Year	100%	93%	
3 rd Year	100%	87%	
4 th Year	100%	80%	
5 th Year	100%	73%	
6 th Year	80%	67%	
7 th Year	76%	60%	
8 th Year	72%	53%	
9 th Year	68%	47%	
10 th Year	64%	40%	
11 th Year	60%	33%	
12 th Year	56%	27%	
13 th Year	52%	20%	
14 th Year	48%	13%	
15 th Year	44%	7%	
16 th Year	40%		
17 th Year	36%		
18 th Year	32%		
19 th Year	28%		
20 th Year	24%		
21 st Year	20%		
22 nd Year	16%		
23 rd Year	12%		
24 th Year	8%		
25 th Year	4%		
Note: Freight and installation of replacement parts are not covered by warranty			



2023-103
LEGACY
BUILDING SOLUTIONS

Innovation Beyond Fabric. Service Above All.

LEGACY WARRANTY CARD

**COMPLETE THIS CARD IN FULL
AND RETURN**

1. City of Gillette
Owner Name
Development Services
2. 201 E. 5th St
Mailing Address
3. Gillette, WY 82716
City/Town State Zip
4. 307
(307) 686-5265 ()
~~Home Phone~~ ~~Work Phone~~
5. jeffh@gillettewy.gov
Email Address

1. S & S Builders, LLC.
Business/Company Name
2. PO Box 1867
Mailing Address
3. Gillette, WY 82717
City/Town State Zip
4. () 307-686-5659
Phone Website
5. rbrower@ssbuildersllc.com
Email Address

The building address is the same as above ☐ If not, please provide the building address below :

801 N. Burma Ave, Gillette, WY, 82716

10/26/2023
Date of Purchase
120 x 80
Building Size

Matt Vanscoyoc
Name of Salesmen
Government
Building Application: Industry

Project - 2023-103
Invoice #
Salt Storage
Primary Use

	Self Installed	Legacy Installed	Other	Name of Contractor (Required)
Building foundation was:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>S & S Builders, LLC.</u>
The building steel was:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
The building cover was:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
The end frame(s) was:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
The end(s) fabric was:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Did you receive the Maintenance sheet to display inside the building?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

Comments:

Please allow 90 days from date registration submitted for Processing and Warranty Evaluation of photos. If you do not receive a Warranty Certificate within this time frame, please contact your Legacy representative.

Thank you for choosing Legacy Building Solutions for your recent building needs. We are constantly looking for ways to improve the quality of our products and services. A few moments of your time will help us provide you with the first class quality and service that you deserve. Thank you, in advance, for taking the time to complete our survey.

What is your overall satisfaction with the quality of work and customer service?

☐ Very Dissatisfied ☐ Somewhat Dissatisfied ☐ Somewhat Satisfied ☐ Very Satisfied

How satisfied are you with the product and services in the following area?

		Scale								
		Low/Disagree [1 2 3 4]				High/Agree				
		Importance				Satisfaction				
		1	2	3	4		1	2	3	4
Value										
Quality of Product										
Ability to Meet Needs/Requirements										
Schedule										

How satisfied are you with the results in the following areas throughout the project cycle?

		Scale								
		Low/Disagree [1 2 3 4]				High/Agree				
		Importance				Satisfaction				
		1	2	3	4		1	2	3	4
Communication with Sales Representative										
Timeliness of Drawings										
Installation Crew										
Quality of Construction										

How likely are you to:

Use our company again (if the need arises):

☐ Definitely Not ☐ Probably Not ☐ Probably ☐ Definitely

Recommend our company to others:

☐ Definitely Not ☐ Probably Not ☐ Probably ☐ Definitely

Continued on reverse side →



Customer Survey

Rev. 0001

How can we better serve you?

Please add any additional comments:

May we use your comments as a testimonial?

☐ Yes

☐ No

This survey was completed by (optional):

Name:

Position:

Company:

Phone:

Email Address:

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: June 27, 2024

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and S & S Builders, LLC the Contractor, dated 10/30/23.

For the City of Gillette Material Storage Building 21EN24
Project

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

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

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

S & S Builders, LLC

Contractor

PO Box 1867

Address

Gillette

City

Wyoming

State

82717

Zip Code

Serena K. Tays

Signed by Serena K. Tays

Controller

Title

June 27, 2024

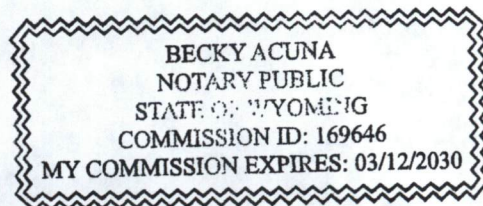
Date

Subscribed and sworn to before me this 27 day of June, 2024

Becky Acuna

Notary Public

My Commission Expires: 3/12/2030



**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project Name: City of Gillette Material Storage Building

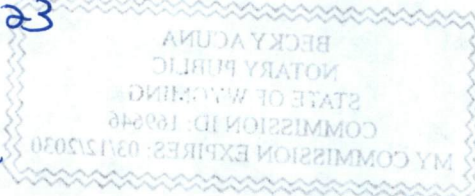
Project No.: 21EN24

Date of Contract: October 30th 2023

Owner: City of Gillette

Contractor: S+S Builders, LLC

Engineer: Structural Dynamics



This Certificate of Final Completion applies to:

X All Work under the Contract Documents:

_____ The following specified portions:

June 10th 2024
Date of Final Completion

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

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

DATED this 27th day of June, 2024

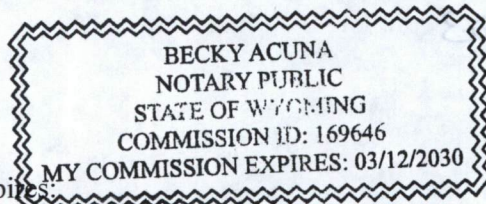
S+S Builders, LLC
CONTRACTOR (COMPANY NAME)

[Signature] Controller
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Serena K. Tays,
this 27th day of June, 2024

Witness my hand and official seal



Becky Acuna

Notary Public

My commission Expires

3/12/2030

CITY OF GILLETTE

(Name), Mayor

Date

(SEAL)
ATTEST:

(Name), City Clerk

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: City of Gillette material storage Building

Project No.: 21EN24

Owner: City of Gillette

Date of Contract: October 30th, 2023

Contractor: S+S Builders, LLC

This Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents:

☐ The following specified portions:

June 3rd, 2024
Date of Substantial Completion

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

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

☒ Amended Responsibilities
☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

DATED this 27th day of June, 2024

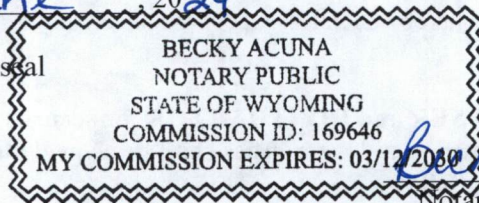
S+S Builders, LLC
CONTRACTOR (COMPANY NAME)

Suk Zp Controller
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Serenak. Tays,
this 27th day of June, 2024

Witness my hand and official seal



Becky Acuna
Notary Public

My commission Expires: 3/12/2030

CITY OF GILLETTE

(Name), Mayor

Date

(SEAL)
ATTEST:

(Name), City Clerk

CERTIFICATE OF WARRANTY

Legacy Building Solutions, Inc. provides a limited warranty of the fabric cover and certain parts of its manufactured, structural steel building components, all subject to the terms and conditions set forth in the warranty packet. The Warranty commences upon delivery of the fabric cover and building components. Warranty coverage applies to units sold and erected in the United States and Canada, and may vary outside these areas. Please refer to your contract for complete warranty details.

Project Name City of Gillette WY, 2023-103

Project Location 810 N Burma, Gillette WY 82716

Project Size 80' X 120'

Frame Finishing EpoxxiShield COR Pro

Fabric Type ExxoTec Elite

Date of Warranty April 23, 2024


Eric Donnay, General Manager



19500 County Road 142, South Haven, Minnesota 55382
877.259.1528



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration of Work Authorization for the 30-inch Madison Transmission Condition Assessment Project for Testing and Inspection Services, to Garney Companies, Inc, in the amount of \$1,591,668.75.

BACKGROUND:

On May 4, 2021, during the performance testing of a newly installed well, a section of the 30-inch Madison Pipeline ruptured. The rupture and subsequent damage to 30-inch steel pipeline required it to be removed from service. Following the catastrophic rupture, in August – September 2021, Accurate Inspections (subcontractor) provided an initial Evaluation Summary report of the internal condition of the Madison Pipeline.

On April 19, 2022, the City of Gillette contracted with HDR, Inc for Design and Bidding Services and on December 19, 2023 the city contracted with Garney Companies, Inc to be the Construction Manager and Risk. Each of these companies represent the city to assist the city in inspecting, designing, and repairing or replacing the damaged sections of the 30-inch Madison pipeline.

WHY NEEDED: The 30-inch Madison Pipeline is a critical component of our water infrastructure which supplies water to the City of Gillette residents and regional customers.

HOW WILL IT BE COMPLETED: The contractor will remove the debris within the pipeline and inspect the internal pipeline which indicated significant damage in the previous report and ensure no further damage occurred. Sections of the 30-inch pipe will be plugged and pressure tested to further determine if there are any needed repairs. The results from this testing and reporting will provide HDR, Inc., and Garney Companies, Inc the necessary information to design, bid and construct the required repairs of the 30-inch Madison Pipeline.

SCHEDULE: The anticipated schedule for these inspection services is to begin in August 2024 and be completed in late October 2024.

BIDS: The project was bid with a base bid and no alternates for the required testing and inspection services.

Following the bid opening, HDR and City staff held a meeting with Garney to discuss their bid since it was well above the previous Engineer's Opinion of Probable Cost (OPCC) estimated, when the scope was less defined. Included in the bid are two distinct contingency allowances associated with discretionary pressure testing. These two tests total \$220,000.00 and will only be used if justified based on the results from the planned pressure test sections. The contingency allowance is included in the overall work authorization, and if not used, will be returned to the City in a deductive change order.

The Engineer's Opinion of Probable Cost for the bid was \$678,900.00 and the CMAR Percentage-Based Costs were estimated at \$117,110.25 for a total probable cost of \$796,010.25.

ACTUAL COST VS. BUDGET:

Bids were received at 2:00 p.m. on Tuesday, July 2, 2024, for the above referenced project. One contractor submitted a regular and responsive bids as shown below:

Contractor	Bid
Garney Companies, Inc	\$ 1,357,500.00

Garney was selected as the general contractor utilizing the CMAR delivery process, so they will be managing the overall project including this work authorization. The general contracting and management costs associated with the work were not included in this bid, which are percentage based-costs defined in the CMAR pre-construction services agreement. These costs include general conditions costs, overhead, profit, insurance, and bonding. Below is the overall summary with these costs included to determine the Work Authorization Amount:

Total Base Bid		\$ 1,237,500.00
Contingency Allowances for Pressure Testing		\$ 220,000.00
BID TOTAL		\$ 1,357,500.00
General Conditions	3%	\$ 40,725.00
Overhead	2%	\$ 27,150.00
Profit	10%	\$ 135,750.00
Commercial General Liability Insurance	1.27%	\$ 17,240.25
Contractor Payment & Performance Bonds	0.60%	\$ 8,145.00
Builder's Risk Insurance	0.38%	\$ 5,158.50
TOTAL WORK AUTHORIZATION AMOUNT		\$ 1,591,668.75

This construction project is funded by a \$10 million Drinking Water State Revolving Fund Loan which was allocated in FY24 budget.

SUGGESTED MOTION:

I move for Approval of Work Authorization for the 30-inch Madison Transmission Condition Assessment Project for Testing and Inspection Services, to Garney Companies, Inc, in the amount of \$1,591,668.75.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download	
<input type="checkbox"/>	Aerial and Vicinity Map
<input type="checkbox"/>	Bid Tab
<input type="checkbox"/>	Recommendation Letter from Engineer

30-INCH MADISON TRANSMISSION CONDITION ASSESSMENT



CITY OF GILLETTE

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

KEYHOLE
RESERVOIR

MADISON WELL
FIELD

PROJECT AREA

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



1 inch equals 6,019 feet

1 inch equals 1.14 miles

July 08, 2024

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

City of Gillette, GIS Division, Campbell County, City of Gillette, GIS Division, Water Division, C



CITY OF GILLETTE - MADISON TRANSMISSION LINE CONDITION ASSESSMENT
23WA03
BID TABULATION



BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	CONTRACT UNIT QUANTITY	GARNEY COMPANIES, INC.		ENGINEERS EST.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Section 01020	Contract Pay Items						
01020.01	Mobilization	LS	1	\$ 112,500.00	\$ 112,500.00	\$ 65,000.00	\$ 65,000.00
Section 01510	Traffic Control						
01510.01	Construction Signing and Traffic Control	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 10,000.00	\$ 10,000.00
Section 02220	Trench Excavation and Utility Locates						
02220.01	Exploratory Excavation	1/4 HR	64	\$ 215.00	\$ 13,760.00	\$ 100.00	\$ 6,400.00
02220.02	Underground Facility Locates	EA	5	\$ 648.00	\$ 3,240.00	\$ 500.00	\$ 2,500.00
Section 02665	Water Distribution and Transmission Systems						
02665.31 SP	Transmission Line Dewatering	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 20,000.00	\$ 20,000.00
02665.32 SP	Transmission Line Cleaning	LS	1	\$ 165,000.00	\$ 165,000.00	\$ 60,000.00	\$ 60,000.00
Section 33 11 05	Internal Pipeline Evaluation and Assessment						
331105.01	Transmission Line Internal Inspection Support	LS	1	\$ 98,000.00	\$ 98,000.00	\$ 40,000.00	\$ 40,000.00
331105.02	Transmission Line Internal Assessment	LS	1	\$ 105,000.00	\$ 105,000.00	\$ 120,000.00	\$ 120,000.00
Section 33 11 10	Hydrostatic Testing						
331110.01B	Segment B Hydrostatic Test - Sta. 2025+36 to 2054+50	LS	1	\$ 107,000.00	\$ 107,000.00	\$ 45,000.00	\$ 45,000.00
331110.01C	Segment C Hydrostatic Test - Sta. 2054+50 to 2095+50	LS	1	\$ 107,000.00	\$ 107,000.00	\$ 50,000.00	\$ 50,000.00
331110.01D	Segment D Hydrostatic Test - Sta. 2095+50 to 2124+00	LS	1	\$ 107,000.00	\$ 107,000.00	\$ 50,000.00	\$ 50,000.00
331110.01E	Segment E Hydrostatic Test - Sta. 2124+00 to 2136+80	LS	1	\$ 107,000.00	\$ 107,000.00	\$ 45,000.00	\$ 45,000.00
331110.01G	Segment G Hydrostatic Test - Sta. 2164+00 to 2213+50	LS	1	\$ 107,000.00	\$ 107,000.00	\$ 45,000.00	\$ 45,000.00
331110.02	Allowance for Additional Hydrostatic Test	EA	2	\$ 110,000.00	\$ 220,000.00	\$ 60,000.00	\$ 120,000.00
BID TOTAL					\$ 1,357,500.00		\$ 678,900.00
CMAR PERCENTAGE-BASED COSTS							
ITEM		PERCENTAGE		COST		COST	
General Conditions		3%		\$ 40,725.00		\$ 20,367.00	
Overhead		2%		\$ 27,150.00		\$ 13,578.00	
Profit		10%		\$ 135,750.00		\$ 67,890.00	
Commercial General Liability Insurance		1.27%		\$ 17,240.25		\$ 8,622.03	
Contractor Payment & Performance Bonds		0.60%		\$ 8,145.00		\$ 4,073.40	
Builder's Risk Insurance		0.38%		\$ 5,158.50		\$ 2,579.82	
TOTAL		17.25%		\$ 1,591,668.75		\$ 796,010.25	



July 10, 2024

Mr. Clark Sanders
Senior Project Manager
City of Gillette
201 E. 5th Street
Gillette, WY 82716

Project: Madison Transmission Line Condition Assessment (23WA03)

RE: Bid Award Recommendation

Dear Mr. Sanders,

The bid opening for the above referenced project component was held on July 2, 2024. This is the investigative component which will guide the design of the larger 30" Madison Transmission Line Repair project. This project is being completed by the Construction Manager at Risk (CMAR) delivery method and is the first work authorization following the preconstruction service agreement.

While this was open for bids from other contractors to subcontract with the CMAR, Garney Companies, the CMAR, was the only bidder on the project. Their bid was submitted on time to the City with the required Bid Bond acknowledging Addendum No. 1. The submitted bid form and bond have been reviewed, and results are included in the tabulation table below.

Summary of bidding results:

RANK	BIDDER	BID AMOUNT
1	Garney Companies, Inc.	\$ 1,357,500.00

Note: Garney Companies is a non-resident contractor, but with no other bidders the 5% preferential treatment was not applied for use to compare the results.

Following the bid opening, HDR and City staff held a meeting with Garney to discuss their bid since it was well above the previous Engineer's Opinion of Probable Cost (OPCC) estimated, when the scope was less defined. Included in the bid are two distinct contingency allowances associated with discretionary pressure testing. These two tests total \$220,000.00 and will only be used if justified based on the results from the planned pressure test sections. The contingency allowance



is included in the overall work authorization, and if not used, will be returned to the City in a deductive change order.

Garney was selected as the general contractor utilizing the CMAR delivery process, so they will be managing the overall project including this work authorization. The general contracting and management costs associated with the work were not included in this bid, which are percentage-based costs defined in the CMAR pre-construction services agreement. These costs include general conditions costs, overhead, profit, insurance, and bonding. Below is the overall summary with these costs included to determine the Work Authorization amount:

Total Base Bid		\$ 1,237,500.00
Contingency Allowances for Pressure Testing		\$ 220,000.00
BID TOTAL		\$ 1,357,500.00
General Conditions	3%	\$ 40,725.00
Overhead	2%	\$ 27,150.00
Profit	10%	\$ 135,750.00
Commercial General Liability Insurance	1.27%	\$ 17,240.25
Contractor Payment & Performance Bonds	0.60%	\$ 8,145.00
Builder's Risk Insurance	0.38%	\$ 5,158.50
TOTAL WORK AUTHORIZATION AMOUNT		\$ 1,591,668.75

Based on the bids, we recommend the City of Gillette award the project to the sole bidder, the CMAR, Garney Companies, in the amount of \$1,591,688.75.

If you have any questions or comments concerning this recommendation, please feel free to call me at 307-228-6000.

Sincerely,
HDR Engineering

Justin Starck, P.E.
Water/Wastewater Project Manager

Enclosures: Bid Tabulation



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration of Amendment No. 1 to the Contract with the Wyoming Department of Health, Public Health Division to Sample Untreated Wastewater to Facilitate Wide-Scale Epidemiological Surveillance of Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-COV-2) or Bacteria or Viruses of Concern.

BACKGROUND:

Amendment No. 1 to the original contract dated October 5, 2023, will allow Agency to continue to obtain routine samples of well-mixed untreated wastewater for the Agency's testing contractor in order to facilitate wide-scale epidemiological surveillance of severe acute respiratory syndrome Coronavirus 2 (SARS-COV-2) or bacteria or viruses of concern. The term of the contract will expire on July 31, 2025.

ACTUAL COST VS. BUDGET:

Payment will be based on a unit price not to exceed \$100 per sample. Revenue received as part of this contract shall be applied as a miscellaneous revenue with the Sewer fund.

SUGGESTED MOTION:

I Move to Approve Amendment No. 1 with the Wyoming Department of Health, Public Health Division to Sample Untreated Wastewater to Facilitate Wide-Scale Epidemiological Surveillance of Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-COV-2) or Bacteria or Viruses of Concern.

STAFF REFERENCE:

Joff Pilon, P.E., Utilities Director

ATTACHMENTS:

Click to download

☐ [Amendment No. 1 to Contract No. 240797 with Wyoming Department of Health, Public Health Division](#)

Contract #: 240797

Entry Date: 5/30/2024 2:40:09 PM

Department: Wyoming Department of Health, Public Health
Division

Agency Contact: Edwards, Tina

Phone: 777-8603

Other Agency Contact: Joe Reed 777-6066

WYOMING ATTORNEY
GENERAL'S OFFICE

JUN 11 2024

Chandler Pauling
Assistant Attorney General

Client Comments:

Contractor/Vendor Name: City of Gillette

Contract Title: Wastewater Amendment

Contract Type: Amendment

Contract Amount: 0.0000

Contract Effective Date:

Contract Expiration Date: 7/31/2025 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Chandler Pauling

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and City of Gillette, Campbell County, Wyoming (Contractor), whose address is: 201 East 5th Street, Gillette, Wyoming 82716. This Amendment pertains to the Public Health Laboratory.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to extend the term of the Contract through July 31, 2025.

The original Contract, dated October 5, 2023, set forth the terms and conditions by which the Contractor shall allow Agency to obtain routine samples of well-mixed untreated wastewater for the Agency's testing contractor in order to facilitate wide-scale epidemiological surveillance of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or bacteria or viruses of concern for a total Contract amount of eighty thousand dollars (\$80,000.00) with an expiration date of July 31, 2024.

3. **Term of the Amendment.** This Amendment shall commence on July 31, 2024, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

“The term of the Contract is from Effective Date through July 31, 2025.”
 - B. Section 4(B) of the original Contract is hereby amended to read as follows:

“For wastewater samples that meet the sampling and packaging criteria described in Section 5 and that are received before July 31, 2025, Contractor shall be paid at a rate not to exceed one hundred dollars (\$100.00) per sample. With the exception of the last payment, which shall be made on or before July 31, 2025, payment shall be made within forty-five (45) days of the end of each month, with testing logs maintained by Agency serving as invoices.”
5. **Amended Responsibilities of the Contractor.**

Amendment One to the Contract between Wyoming Department of Health, Public Health Division
and City of Gillette, Campbell County, Wyoming

Responsibilities of the Contractor have not changed.

6. **Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

- A. **Entirety of Contract.** The original Contract, consisting of ten (10) pages, and this Amendment One, consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director
Wyoming Department of Health

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

CONTRACTOR:

City of Gillette, Campbell County, Wyoming

Shay Lundvall, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 240797

Chandler Pauling, Assistant Attorney General

6-11-24

Date



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Consideration to Authorize the Mayor to Sign the Telecommunications Raceway Lease Agreement Between the City of Gillette and the Campbell County Public Land Board.

BACKGROUND:

Enclosed is a Telecommunications Raceway Lease Agreement which will allow the Campbell County Public Land Board to lease fiber optic raceway in the City of Gillette's multi-raceway fiber optic backhaul system. Campbell County Public Land Board will install fiber optic cable in the City's raceway system.

ACTUAL COST VS. BUDGET:

Revenue received from this Raceway Lease Agreement shall be deposited in the City's Fiber Fund No. 506.

Per the terms of this agreement, the City will lease its raceway at a one-time fee of \$10.00.

SUGGESTED MOTION:

I Move for Approval to Authorize the Mayor to Sign a Telecommunications Raceway Lease Agreement Between the City of Gillette and the Campbell County Public Land Board.

STAFF REFERENCE:

Joff J. Pilon, P.E., Utilities Director

Sean Brown, City Attorney

ATTACHMENTS:

Click to download

☐ [CCLB Raceway Lease Agreement](#)

**LEASE AGREEMENT FOR USE OF CITY RACEWAY BETWEEN
CAMPBELL COUNTY PUBLIC LAND BOARD, AND THE CITY OF GILLETTE,
CAMPBELL COUNTY, WYOMING**

1. **Parties.** The parties to this Agreement are Campbell County Public Land Board ("Company"), whose address is 1635 Reata Drive, Gillette, WY 82718; and the City of Gillette, Campbell County, Wyoming, ("City") whose address is 201 East 5th Street, Gillette, WY 82716.
2. **Purpose of Agreement.** The City owns a system of communication conduits consisting of multiple individual raceways ("Raceway(s)"), within and under various public streets, sidewalks and alley rights-of-ways located in the City of Gillette. The City intends to lease Raceway(s) to internet service providers to allow fiber optic based broadband connectivity to the provider's customers in the City of Gillette. The City intends to install and maintain the Raceway(s) in order to limit the amount of communications infrastructure in city owned rights-of-way, create a lower cost of fiber broadband expansion for internet service providers, and increase the availability of broadband to broadband users located in and around the City of Gillette.

The Company requests that the City provide a conduit system and Raceway(s) for the Company to lease. The Company intends to install, use and maintain, at the Company's sole expense, fiber optic communication cables ("Fiber Optics") in the Raceway(s). The specific area where the Fiber Optics will be installed is described in the Facility Location Map, **Exhibit A**, which is attached and made a part of this Agreement.

City Electrical Engineering may be contacted in the Utilities Division of City West, located at 611 N. Exchange Ave., Gillette WY 82717 Phone (307) 686-5277, Fax (307) 686-6564.

3. **Term of Contract 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 five (5) years from the date of execution. At the expiration of the initial term, this Agreement will automatically renew for successive five (5) year terms unless either party provides written notice of its intent to terminate this Agreement at least ninety (90) days prior to the expiration of the current term.
4. **Payment.** A one-time fee of Ten Dollars (\$10.00) and other good and valuable consideration. The fee shall be paid in advance and will run the term of this Agreement. All fee payments shall be made to City at the address specified above in Section 1.

The Company agrees to pay an additional fee of \$10.00 for every subsequent raceway associated with any additional or updated Facility Location Map added to **Exhibit A**, after the initial execution of the Agreement.

5. **Responsibilities of Company.**

A. Company shall maintain its Fiber Optics in a functional and safe condition. All installation and maintenance of the Company's Fiber Optics shall be the responsibility of the Company and performed by City approved contractors. For

any installation or maintenance, the Company understands and agrees that it shall strictly adhere to any instruction from City, and that the instruction need not be the lowest cost or most cost effective method for installation or maintenance. Any installation and/or maintenance of the Fiber Optics shall be performed in a manner that avoids any interruption or disruption of the City right of way, utilities, communications or streets (including traffic control devices and systems). If interruption occurs the Company shall immediately notify the City and shall immediately restore the right of way, utilities, communications or streets (including traffic control devices and systems).

- B. The Company shall immediately notify the City Electrical Engineering of any degradation in service, failures or defects in the Raceway(s).
- C. The City may lease Raceway(s) to other companies. The Company shall cooperate fully with other companies and the City in all such cases.
- D. The Company shall reimburse the City and/or any other company(s) for all fees and costs in any way associated with the repair or replacement of any Raceway(s) that is damaged by the Company.
- E. The Company shall be bound by all existing easements, contracts, and encumbrances of record relating to the Raceway(s).
- F. The Company shall not at any time during the Agreement term, make alterations, additions, or improvements in and to the Raceway(s), except with prior written consent of the City.
- G. All alterations, additions, and improvements on or in the Raceway(s) at the commencement of the term, and that may be erected or installed during the term, shall become part of the Raceway(s) and the sole property of City.
- H. The Company shall permit the City or its agents to inspect the Raceway(s) or make repairs.
- I. If the Raceway(s) are damaged by fire or other casualty which shall, in the opinion of the City, make the Raceway(s) substantially unusable, the obligation to pay rent shall cease until the Raceway(s) are, in the opinion of the City, substantially usable by the Company.
- J. In the event of partial destruction of the Raceway(s), the Company shall be entitled to a proportionate reduction of rent while repairs are being made. Proportionate reduction shall be based on the extent to which, in the opinion of the City, the destruction and repairs interfere with the business carried on by the Company. Such a proportionate reduction in rent shall become effective only after the City provides written notice of such to the Company, and shall remain in effect only for so long as agreed to, in writing, by the City.
- K. The Company shall, on the last day of the term, or on earlier termination and

forfeiture of the Lease Agreement, peaceably and quietly surrender and deliver the Raceway(s) to the City free of subtenancies, in good condition and repair.

6. **Responsibilities of City.**

- A. The City shall maintain and repair the Raceway(s), except for damage caused by Company.
- B. If excavation is necessary, the City will repair the damaged Raceway(s) and will coordinate the installation of replacement Fiber Optics. The cost of these repairs will be billed to the party responsible for the excavation.
- C. The City agrees to provide the Raceway(s) in good order and repair. The City shall disclose all known contamination or hazardous conditions and defects to the Company.

7. **General Provisions**

- A. **Amendments.** 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.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.
- C. **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 Company shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of the City.
- D. **Audit/Access to Records.** The City and any of its representatives shall have access to any books, documents, papers, and records of the Company which are pertinent to this Agreement.
- E. **Certificate of Good Standing.** The Company shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before performing work under this Agreement.
- F. **Compliance with Laws.** The Company shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- G. **Entirety of Agreement.** This Agreement, consisting of nine (9) pages, including

Exhibit A, Facility Location Map, represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- H. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- I. **Indemnification.** Company shall indemnify, hold harmless, and defend the City, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of Company or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.
- J. **Independent Contractor.** The Company shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the City for any purpose. The Company shall assume sole responsibility for any debts or liabilities that may be incurred by the Company in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Company or its agents and/or employees to act as an agent or representative for or on behalf of the City or to incur any obligation of any kind on the behalf of the City. The Company agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of the Company or the Company's agents and/or employees as a result of this Agreement.
- K. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

- L. **Notice and Approval of Proposed Sale or Transfer of the Company.** The Company shall provide the City with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Company. Such notice shall be provided in accordance with the notices provision of this Agreement. If the City determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Company's obligations under this Agreement, then the City may, at its option, terminate or renegotiate the Agreement.
- M. **Ownership of Documents/Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Agreement are at all times the property of the City.
- N. **Patent or Copyright Protection.** The Company recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Company or its subcontractors will violate any such restriction. The Company shall defend and indemnify the City for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- O. **Proof of Insurance.**
- (i) **Workers' Compensation and Company's Liability Insurance.** The Company shall provide to the City proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Company's coverage shall be under the Wyoming Worker's Safety and Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. The Company's insurance shall include Company's Liability coverage, in an amount not less than one million dollars (\$1,000,000.00) per employee for each accident and disease. The Company shall also supply to the City proof of workers' compensation and employer's liability insurance on any subcontractor before allowing that subcontractor on the job site.
 - (ii) **Commercial General Liability Insurance.** The Company shall provide coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) general aggregate.
 - (iii) **Business Automobile Liability.** The Company shall maintain, during the entire term of this Agreement, automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
 - (iv) All policies required under this Agreement shall be in effect for the duration

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

- (v) City as Additional Insured. All insurance policies required by this Agreement, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Company shall provide, upon request, a copy of an endorsement providing this coverage.
 - (vi) City's Right to Reject. The City reserves the right to reject a certificate of insurance if the Company's insurance company is widely regarded in the insurance industry as financially unstable.
 - (vii) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Company's responsibility to ensure that its subcontractors meet these insurance requirements. The City has the right to review the Certificates of any and all subcontractors used by the Company.
- P. **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.
- Q. **Governmental Immunity.** The City does not waive governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them pursuant to Wyo. Stat. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, force majeure, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.
- R. **Taxes.** The Company shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- S. **Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon ninety (90) days written notice. This Agreement may be terminated immediately for cause if the Company fails to perform in accordance with the terms of this Agreement.
- T. **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.

- U. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
- V. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

The effective date of this Agreement is the date of the signature last affixed to this page.

CITY OF GILLETTE

Shay Lundvall, Mayor

Date

CAMPBELL COUNTY PUBLIC LAND BOARD

Chuck Land, Chairman

2-26-24

Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Sean Brown

Date



City of Gillette, Campbell County, State of Wyoming

**FIBER OPTIC
RACEWAY LEASE
CCLB-A-001**

CITY OF GILLETTE
ELECTRICAL ENGINEERING
611 N EXCHANGE AVE
GILLETTE, WYOMING 82716
(307) 686-5277



General Description
Cam-Plex Amphitheater

Lease Route
Start Point: F154
End Point: F322
Approx. Route Distance: 7008 LF



CITY OF GILLETTE
201 E. 5th Street
Phone (307)686-5200
CITY OF GILLETTE

www.gillettewy.gov

DATE: 7/16/2024 6:00:00 PM

SUBJECT:

Council Acceptance of a Donated Sign to Replace the Existing Sign at Rotary Point in Dalbey Park provided by the Gillette Rotary Club.

BACKGROUND:

Please see the attached email and photos from Tyler Miller from the Gillette Rotary Club. The new sign will replace the existing sign at Rotary Point in Dalbey Park.

ACTUAL COST VS. BUDGET:

-NA-

SUGGESTED MOTION:

I Move to Accept of a Donated Sign to Replace the Existing Sign at Rotary Point in Dalbey Park provided by the Gillette Rotary Club.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

Click to download

☐ [Email Request from Gillette Rotary Club](#)

☐ [Photo - Existing Sign](#)

☐ [Photo - Proposed Sign](#)



Michael Cole <mikec@gillettewy.gov>

Rotary Sign at the Fishing Lake Rotary Point

Tyler Miller <tyler.miller@earthwork.us.com>

Wed, Jun 26, 2024 at 12:51 PM

To: Michael Cole <mikec@gillettewy.gov>

Cc: Tyler Miller <tyler.miller@earthwork.us.com>, Larry Suchor <lfsuchor@gmail.com>

Mike,

The Gillette Rotary Club adopted the "Rotary Point" at the Fishing Lake many years ago to positively impact and beautify the City of Gillette. The Rotarians, both past and current, were very involved with the bridge installation over the lake, the erection of the shelter, removing and replacing the existing playground and most recently installing two sets of permanent cornhole boards for people to enjoy.

Larry Suchor and I met with Janie at the Fishing Lake Rotary Point on Monday (6/24) to discuss a Rotary sign replacement/installation project. The existing sign posts are deteriorating. I've attached a photo of the existing sign. Larry has made a metal sign for our Rotary Club that we would like to install at the entrance to the Rotary Point and Dick Bratton Shelter to replace the existing sign. The photo of the metal sign is attached. The sign has the 4-way test shown which is the motto that Rotarians follow. Not shown in the picture is "Rotary Point" which will be installed below the 4-way test language.

The overall dimensions of the sign is 12' tall and 66" wide.

Please review this request and let me know if you have any questions.

Sincerely,

Tyler Miller, P.E.

Office: 307-682-4346

Cell: 307-680-3605

2 attachments



Existing Rotary Point Sign.jpg
475K



CITY OF GILLETTE
ROTARY POINT

GILLETTE
ROTARY
CLUB



ROTARY 4 WAY TEST

1. IS IT THE TRUTH
2. IS IT FAIR TO ALL
CONCERNED
3. WILL IT BUILD GOODWILL
AND BETTER FRIENDSHIPS
4. WILL IT BE BENEFICIAL
TO ALL CONCERNED