



**CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
201 E. 5TH ST.  
Tuesday, March 18, 2025  
6:00 PM**

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**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

1. Invocation and Pledge of Allegiance led by Deacon Kim Carroll of St. Matthews Catholic Church.

**C. APPROVAL OF GENERAL AGENDA**

**D. APPROVAL OF CONSENT AGENDA**

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

**1. ORDINANCE 3RD READING:**

**Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of Block 13, Daly Addition, City of Gillette, Campbell County, Wyoming, from R-2, Two-Family Residential District, to C-2, Central Business District, per the Attached Exhibit. (Planning Commission Vote 5/0)**

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

**2. ORDINANCE 2ND READING:**

**Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lots 1 & 6 of Block 2, Arley Acres Phase 1, City of Gillette, Campbell County, Wyoming, from C-1, General Commercial District, to E-MH RS, Enhanced Manufactured Home Suburban Residential District, per the Attached Exhibit. (Planning Commission Vote: 5/0)**

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

3. **Regular Meeting Minutes - March 4, 2025  
Executive Meeting Minutes - March 4, 2025  
Special Meeting Minutes - March 10, 2025**

#### **4. Bills and Claims**

Staff Reference: Michelle Henderson, Finance Director

#### **E. APPROVAL OF CONFLICT CLAIMS**

#### **F. COMMENTS**

Council:

Liaison:

Written:

Other - Comments:

#### **G. PROCLAMATIONS / PRESENTATIONS**

##### **1. Paver Management Software Presentation**

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

##### **2. City Pool Update**

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

#### **H. UNFINISHED BUSINESS**

#### **I. NEW BUSINESS**

##### **1. Council Consideration of a Professional Services Agreement for Engineering Services Associated with the 2025 Pavement Management (PAVER) Update, with TR Consulting, LLC, in the Amount of \$67,000.00. (1% Project)**

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

##### **2. Council Consideration of a Professional Services Agreement for the Construction Management Services Associated with the 640 Hwy 14-16 Sewer Reconstruction Project, with Morrison-Maierle, Inc, in the Amount of \$98,500.00. (1% Project)**

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

##### **3. Council Consideration of a Professional Services Agreement for Inspection Services Associated with the 2025 Gurley Overpass Annual Inspection, with Structural Dynamics, LLC, in the Amount of \$63,882.00. (1% Project)**

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

##### **4. Council Consideration of a Bid Award for the Base Bid for the Traffic Safety Storage Shed to Hladky Construction, Inc., in the Amount of \$181,455.02.**

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

##### **5. Council Consideration of a Bid Award for the Desert Hills Circle Street Maintenance Project to Hot Iron, Inc. in the Amount of \$761,609.76. (1% Project)**

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

6. **Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision of the Resubdivision of Tract E Energy Capital Sports Complex Subdivision, a Resubdivision of Tracts A, B, C & D of Field of Dreams Subdivision; to the City of Gillette, Wyoming, Subject to All Planning Requirements. (Planning Commission Vote: 6/0)**

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

7. **Council Consideration of the 2025 Memorandum of Understanding Between Campbell County, Wyoming and the City of Gillette Wyoming Regarding the City Pool.**

Staff Reference: Sean A. Brown, City Attorney

8. **Appointment to Citizen Advisory Board  
~ Public Works / Utilities Advisory Committee (At Large Position) - One (1) Partial Term  
Expiring on December 31, 2027**

Staff Reference: Michael H. Cole, City Administrator

9. **Appointment to Citizen Advisory Board  
~ Boys & Girls Club - One (1) Partial Term Expiring on December 31, 2027**

Staff Reference: Michael H. Cole, City Administrator

#### **J. PUBLIC HEARINGS AND CONSIDERATIONS**

1. **A Public Hearing for the Issuance of a New Restaurant Liquor License to Sherpa Indian Grill, Inc., d.b.a. Sherpa Indian Kitchen, located at 1414 W. 2nd Street.**

Staff Reference: Jennifer Toscana, Public Affairs Director

2. **Council Consideration of a New Restaurant Liquor License to Sherpa Indian Grill, Inc., d.b.a. Sherpa Indian Kitchen, located at 1414 W. 2nd Street.**

Staff Reference: Jennifer Toscana, Public Affairs Director

#### **K. PUBLIC COMMENT**

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

1. **Council Meeting Safety & Public Meeting Rules.**

Staff Reference: Michael H. Cole, City Administrator

#### **L. ADMINISTRATOR'S REPORT**

#### **M. EXECUTIVE SESSION**

#### **N. ADJOURNMENT**



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:**           **March 18, 2025**

---

**TITLE:**

Invocation and Pledge of Allegiance led by Deacon Kim Carroll of St. Matthews Catholic Church.



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:** March 18, 2025

---

**TITLE:**

**ORDINANCE 3RD READING:**

Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of Block 13, Daly Addition, City of Gillette, Campbell County, Wyoming, from R-2, Two-Family Residential District, to C-2, Central Business District, per the Attached Exhibit. (Planning Commission Vote 5/0)

**SUGGESTED ACTION:**

I Move to Approve an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of Block 13, Daly Addition, City of Gillette, Campbell County, Wyoming, from R-2, Two-Family Residential District, to C-2, Central Business District, per the Attached Exhibit. (Planning Commission Vote 5/0)

**APPLICANT/OWNER:**

Thomas & Rabecca Monahan, Owners

**AGENT:**

None

**CASE SUMMARY:**

The applicant seeks amend the Zoning Map to rezone 301 Richards Ave from R-2, Two-Family Residential, to C-2, Central Business District.

**CASE BACKGROUND:**

**1st Reading City Council Vote: 7/0**

**2nd Reading City Council Vote: 7/0**

The applicant seeks amend the Zoning Map to rezone 301 Richards Ave from R-2, Two-Family Residential, to C-2, Central Business District. The property is currently being utilized for medical uses under a grandfathered status. The original use that began this grandfathered status was Michelle

Hand's Dental Office. Most recently, it was utilized as a therapist's office. As the primary building on the property has been utilized as a medical office for so long, there is no full kitchen or bath in the structure, making it difficult to be utilized as a residence without significant renovations.

The R-2 District that 301 Richards is currently a part of meets the minimum district size of 3 acres at 319 acres. The C-2 District that this map amendment proposes that the property join meets the minimum district size of size of 1 acre at 41 acres.

Per Section 1.e(1) Amendment Procedures, Statement of Policy:

Any person, corporation, or the City may initiate amendments to the Zoning Code to:

- a) Correct an obvious error or oversight in the regulations; or
- b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

We have recently seen two Map Amendments on Ross Ave, which are less than a block from 301 Richards. Previous to that, the property directly across from 301 Richards was rezoned from R-4, Multi-Family District, to C-2 District. These three map amendments are proof of the changing conditions of the downtown area. We have been seeing a movement from primarily residential to commercial infilling these older structures and are now recognizing that movement through an expansion of the C-2 District. Therefore, this Map Amendment meets Section 1.e. as it recognizes changing conditions in the City for general welfare.

This case was approved by the Planning Commission during their February 11, 2025, meeting with a vote of 5/0.

**CASE REQUIREMENTS:**

There are no Planning Requirements.

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

**CASE MANAGER:**

Shannon Stefanick, City Planner

**ATTACHMENTS:**

[Vicinity Map](#)

[Zoning Map](#)

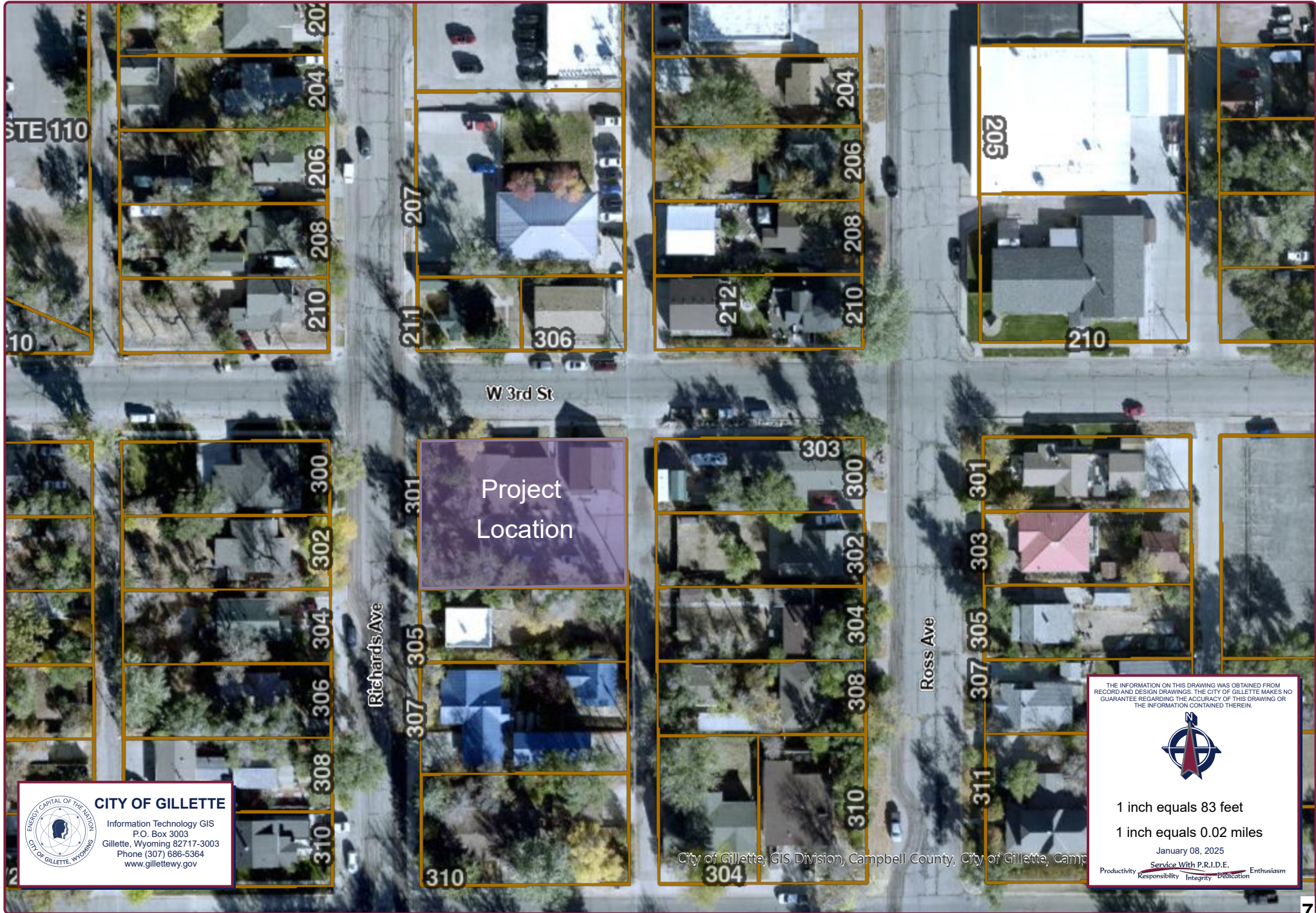
[Ordinance](#)

[Planning Requirements](#)

[Planning Commission Minutes 02.11.25](#)

[Finding of Facts](#)

# Vicinity Map



## CITY OF GILLETTE

Information Technology GIS  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
[www.gillettewy.gov](http://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 83 feet

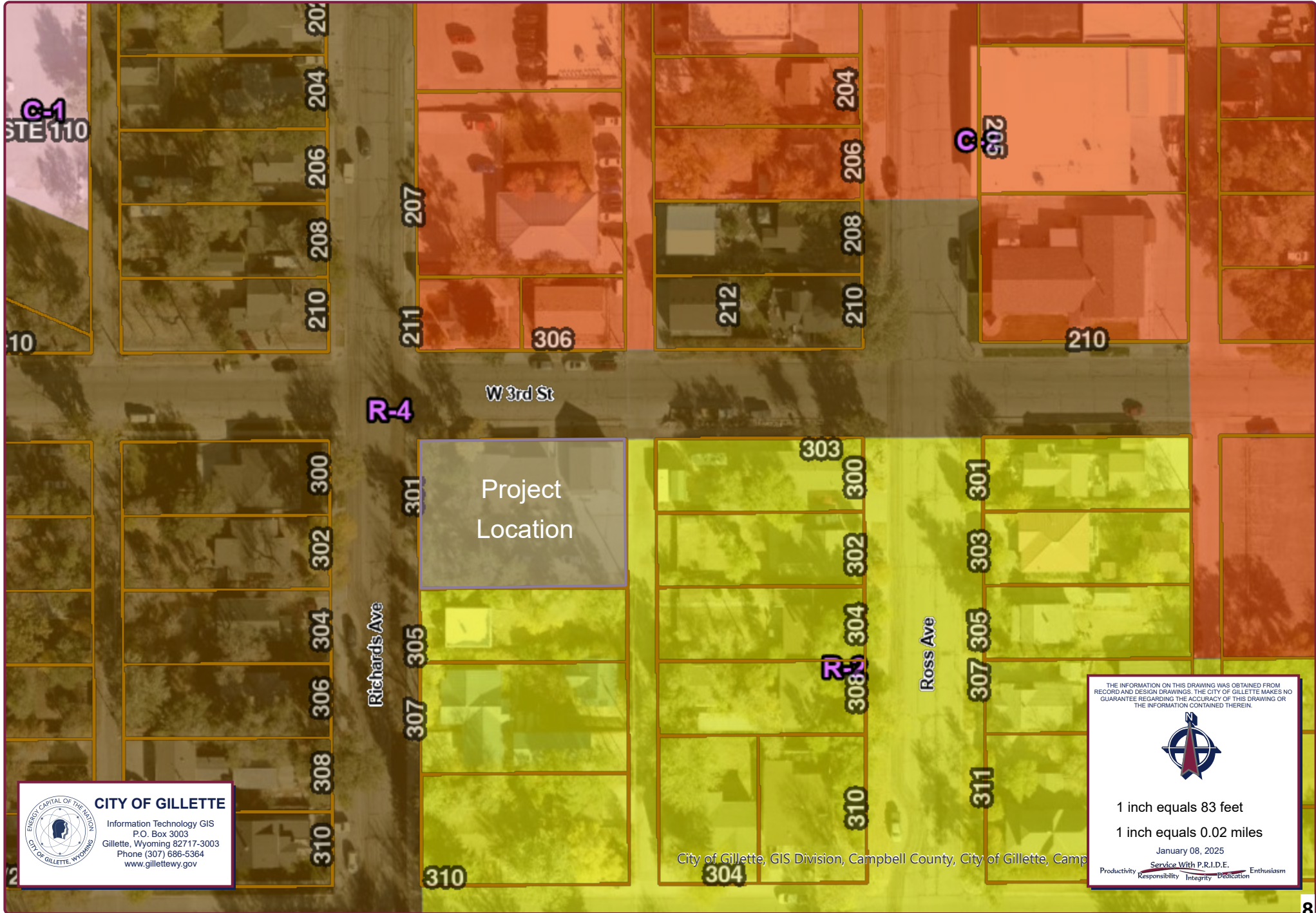
1 inch equals 0.02 miles

January 08, 2025

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

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

# Zoning Map



ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1 OF BLOCK 13, DALY ADDITION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-2, TWO-FAMILY RESIDENTIAL DISTRICT, TO C-2, CENTRAL BUSINESS DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

Lot 1 of Block 13, Daly Addition, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Lot 1 of Block 8, Third Addition, City of Gillette, Campbell County, Wyoming, is hereby amended from R-2, Two-Family District, to C-2, Central Business District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(S E A L)

\_\_\_\_\_  
Shay Lundvall, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Allen, City Clerk

Publication Date:

## Planning Requirements

PL2025-0112

Zoning Map Amendment | 301 Richards Ave

There are no Planning Requirements for this case.

CITY OF GILLETTE PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
Community Room ~ City Hall ~ February 11, 2025 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Cristal Pratt, Ian Scott.

Staff Present: Meredith Duvall, Planning Manager.

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 Vice-Chair Conklin to approve the meeting minutes of January 14, 2025. Shaun Hottell seconded the motion. Motion carried 5/0.

Case No.  
PL2024-0105  
MINOR  
SUBDIVISION  
3401 Butler Spaeth  
Road

The applicant seeks amend the Zoning Map to rezone 301 Richards Ave from R-2, Two-Family Residential, to C-2, Central Business District. The property is currently being utilized for medical uses under a grandfathered status.

The R-2 District that 301 Richards is currently a part of meets the minimum district size of 3 acres and the C-2 District that this map amendment proposes that the property join meets the minimum district size of size of 1 acre at 41 acres.

Per Section 1.e(1) Amendment Procedures, Statement of Policy: Any person, corporation, or the City may initiate amendments to the Zoning Code to:

- a) Correct an obvious error or oversight in the regulations; or
- b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

The city has recently seen two Map Amendments on Ross Ave, which are less than a block from 301 Richards. Before that, the property directly across from 301 Richards was rezoned from R-4, Multi-Family District, to C-2 District. These three map amendments are proof of the changing conditions of the downtown area. Therefore, this Map Amendment meets Section 1.e. as it recognizes changing conditions in the City for general welfare.

Ms. Duvall stated 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 Jack Colson made a motion to approve the case, and Richard Cone seconded. The Motion carried 5/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the next meeting will be February 25, 2025.

ADJOURNMENT

The meeting was adjourned at 5:20 p.m.

Minutes taken and prepared by Meredith Duvall, Planning Manager.

**BEFORE THE CITY OF GILLETTE PLANNING COMMISSION**

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**FINDINGS OF FACT; CONCLUSIONS OF LAW**

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**THESE MATTERS** came before the City of Gillette Planning Commission (“Commission”) on February 11, 2025, for hearing on the Zoning Map Amendment filed by Petitioners Thomas & Rabecca Monahan. Petitioners seek to change the zoning district of 301 Richard’s Avenue from R-2, Two-Family Residential District to C-2, Central Business District. Chairman Sean Hottell, chairman of the Commission presided. Commissioners Richard Cone, Matthew Nelson, Jack Colson , and Vice-Chair Ryan Conklin were also present.

Shannon Stefanick, City Planner for the City of Gillette, acted as Case Manager, and Meredith Duvall, Planning Manager for City of Gillette, presented the case to the Commission for the proceedings. Thomas & Rabecca Monahan, acting as Petitioners, were present. The Commission, having heard the statements and evidence presented by the Petitioner/Case Manager, and having considered the matter, reviewed the case herein, and being otherwise fully advised in the premises, makes the following findings of fact and conclusions of law.

## **FINDINGS OF FACT**

1. These matters are a request by the Petitioner to change the Zoning District Map of the City of Gillette.
2. Petitioner is requesting to change the zoning for 301 Richards Avenue.

3. Case Manager established that the current Zoning Ordinance requires all proposed amendments to the Zoning Ordinance through Map Amendment Procedures, as required by Section 1.e., of the Code, to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety, or general welfare.

4. Petitioner established that the Zoning Map Amendment will change the Zoning Map for 301 Richards Avenue from R-2, Two-Family Residential District to C-2, Central Business District.

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

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

7. Case Manger established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for 301 Richards Avenue.

8. At the hearing, the Case Manger demonstrated the proposed changes will not adversely affect the character of the neighborhood with the change of zoning from R-2, Two-Family Residential to C-2, Central Business District as the neighborhood has experienced an expansion of the C-2 District already, the property is already utilized as a commercial property under a grandfathered status, and the proposed Zoning Map Amendment recognizes changing conditions regarding the public welfare.

9. Meredith Duvall stated that were no inquiries after publication of the case in the local newspaper.

### **CONCLUSIONS OF LAW**

1. Under W.S. 15-1-602, the governing body shall specify how regulations and the district boundaries are to be determined, established, enforced, amended, supplement or otherwise changed.

The Board must hear taxpayer complaints and hold hearings after proper notice.

2. Under Section 1.e(1) Statement of Policy, the Zoning Ordinance, which includes both the Ordinance and the Zoning District Map, has been established for the purpose of promoting sound development and maintaining stable land use patterns. “Any person, corporation, or the City may initiate amendments to the Zong Code to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.”

3. Under Section 1.e(1) Statement of Policy, the City Council, the Development Services Department, or any person, firm, or corporation may initiate amendments.

4. Petitioner timely filed its application for a Zoning Text Amendment and all supporting documents required by the City of Gillette and the Board has jurisdiction to hear these matters.

5. Petitioner established the legal basis for such an amendment by stating the proposed change is to recognize changing conditions in the community.

6. When proposing a zoning map amendment, the burden is on the Petitioner to establish by credible evidence an obvious error in the map or changing conditions within the city boundaries as required in Section 1.e(1) of the Code.

7. In the absence of evidence rebutting the presumption in favor of the Petitioner, reviewing bodies presume that the Case Manager charged with establishing consistency with administering the Code, exercised honest judgement in accordance with the applicable rules, regulations, and other directives that have passed public scrutiny under W.S. 15-1-602 and Section 1.e(1) of the Code.

8. The Commission was presented with the Petitioner’s Map Amendment.

9. The Commission was unanimous in their vote to approve the Petitioner’s Map Amendment to amend the Zoning District Map for 301 Richards Ave from R-2, Two-Family Residential to C-2, Central Business District, based on changing conditions in the City. The Commission forwards the

case to the City of Gillette City Council for a second public hearing and final vote.

**NOTICE**

Any party may appeal a final adverse written decision or order of this City of Gillette Planning Commission by filing a notice of appeal to the City of Gillette City Council or attend the City Council public hearing on the matter. Such written appeal must be filed no later than 4pm on the day of the City Council public hearing.

**DATED THIS \_\_\_\_\_ day of February, 2025.**

**CITY OF GILLETTE PLANNING COMMISSION**

\_\_\_\_\_  
Shaun Hottell, Chair

ATTEST: \_\_\_\_\_  
Shannon Stefanick, City Planner



**CITY OF GILLETTE  
CITY COUNCIL**

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**DATE:** March 18, 2025

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**TITLE:**

**ORDINANCE 2ND READING:**

Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lots 1 & 6 of Block 2, Arley Acres Phase 1, City of Gillette, Campbell County, Wyoming, from C-1, General Commercial District, to E-MH RS, Enhanced Manufactured Home Suburban Residential District, per the Attached Exhibit. (Planning Commission Vote: 5/0)

**SUGGESTED ACTION:**

I Move to Approve an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lots 1 & 6 of Block 2, Arley Acres Phase 1, City of Gillette, Campbell County, Wyoming, from C-1, General Commercial District, to E-MH RS, Enhanced Manufactured Home Suburban Residential District, per the Attached Exhibit.

**APPLICANT/OWNER:**

Jeremy Horrocks, Owner & Applicant | Benjamin Horrocks, Owner

**AGENT:**

Sheila Slocum, PCA Engineering Inc, Agent

**CASE SUMMARY:**

The applicant seeks to amend the Zoning Map to rezone 2003 Smithie Rd and 2002 Anvil Ln from C-1, General Commercial District, to E-MH RS, Enhanced Manufactured Home Suburban Residential.

**CASE BACKGROUND:**

**Ordinance 1st Reading Vote: 7/0**

The applicant seeks to amend the Zoning Map to rezone 2003 Smithie Rd and 2002 Anvil Ln from C-1, General Commercial District, to E-MH RS, Enhanced Manufactured Home Suburban Residential. All residentially zoned lots must have water and sewer taps installed to the property line. Both lots have no development, but sewer and water taps were installed with the installation of the subdivision. The

minimum lot size for E-MH RS is 15,000 square feet or 0.34 acres. Both lots are 0.84 acres, meeting this minimum requirement.

Per Section 1.e(1) Amendment Procedures, Statement of Policy:

Any person, corporation, or the City may initiate amendments to the Zoning Code to:

- a) Correct an obvious error or oversight in the regulations; or
- b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

Arely Acres Phase 1, the subdivision that both lots reside in, was officially platted in 2003 and annexed into the City in 2008. This annexation established City zoning. At the time of platting and annexation, the expectations for population and development growth were much different then what we have actually seen. We expected to see growth along Boxelder towards these Commercial properties and that did not occur. This is evidenced by all four commercial lots in this commercial zoning district still having no development. A rezone of 2003 Smithie Rd and 2002 Anvil Ln would recognize that growth patterns and economic conditions in the City have changed and enable the land to be better utilized for the general welfare of the public.

**CASE REQUIREMENTS:**

There are no Planning Requirements.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

**CASE MANAGER:**

Shannon Stefanick, City Planner

**ATTACHMENTS:**

[Zoning Exhibit](#)

[Zoning Map](#)

[Vicinity Map](#)

[Planning Requirements](#)

[Ordinance](#)

[Finding Of Facts](#)

[Planning Commission Minutes](#)



CAMPLEX CAMPGROUND

BOXELDER ROAD

SMITHIE ROAD

ANVIL LANE

EXISTING ZONING: C-1  
PROPOSED ZONING: E-MH R-S

LOT 1, BLOCK 2  
ARLEY ACRES

LOT 6, BLOCK 2  
ARLEY ACRES

LOT 2, BLOCK 2  
ARLEY ACRES

LOT 7, BLOCK 2  
ARLEY ACRES

SCALE: 1" = 200'

Design by: SMS 01/14/2025

Drawn by:

Revised:

Revised:

PCA Project Number: 254058.01

4506 WIGWAM BLVD.  
P.O. BOX 2185  
GILLETTE, WYO. 82716  
PH. (307) 687-0600



Prepared for:

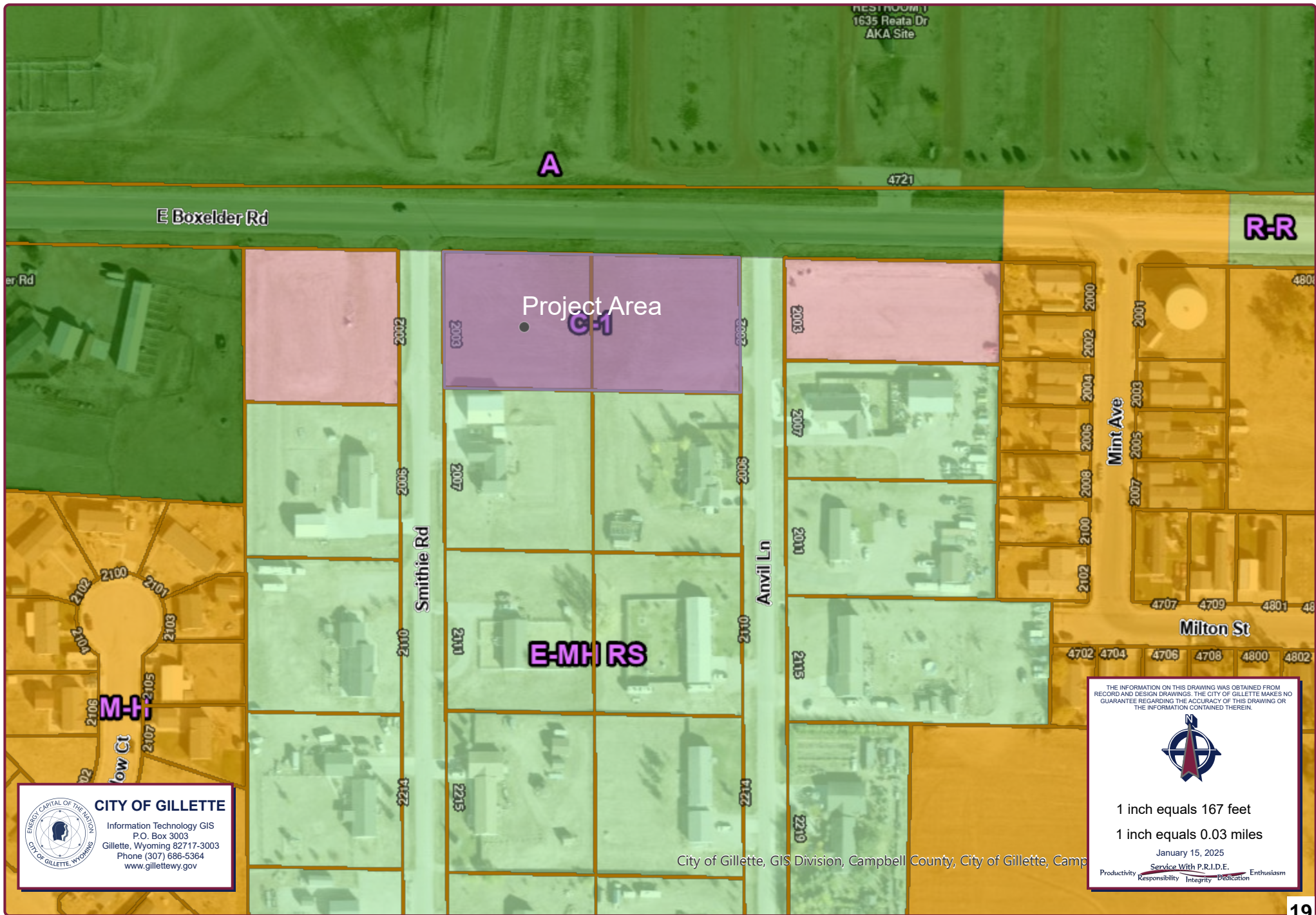
**JEREMY HORROCKS**  
**4058 E BOXELDER ROAD**  
**GILLETTE, WY 82718**

2003 SMITHIE RD - L1B2 ARLEY ACRES  
2002 ANVIL LN - L6B2 ARLEY ACRES  
ZONING EXHIBIT

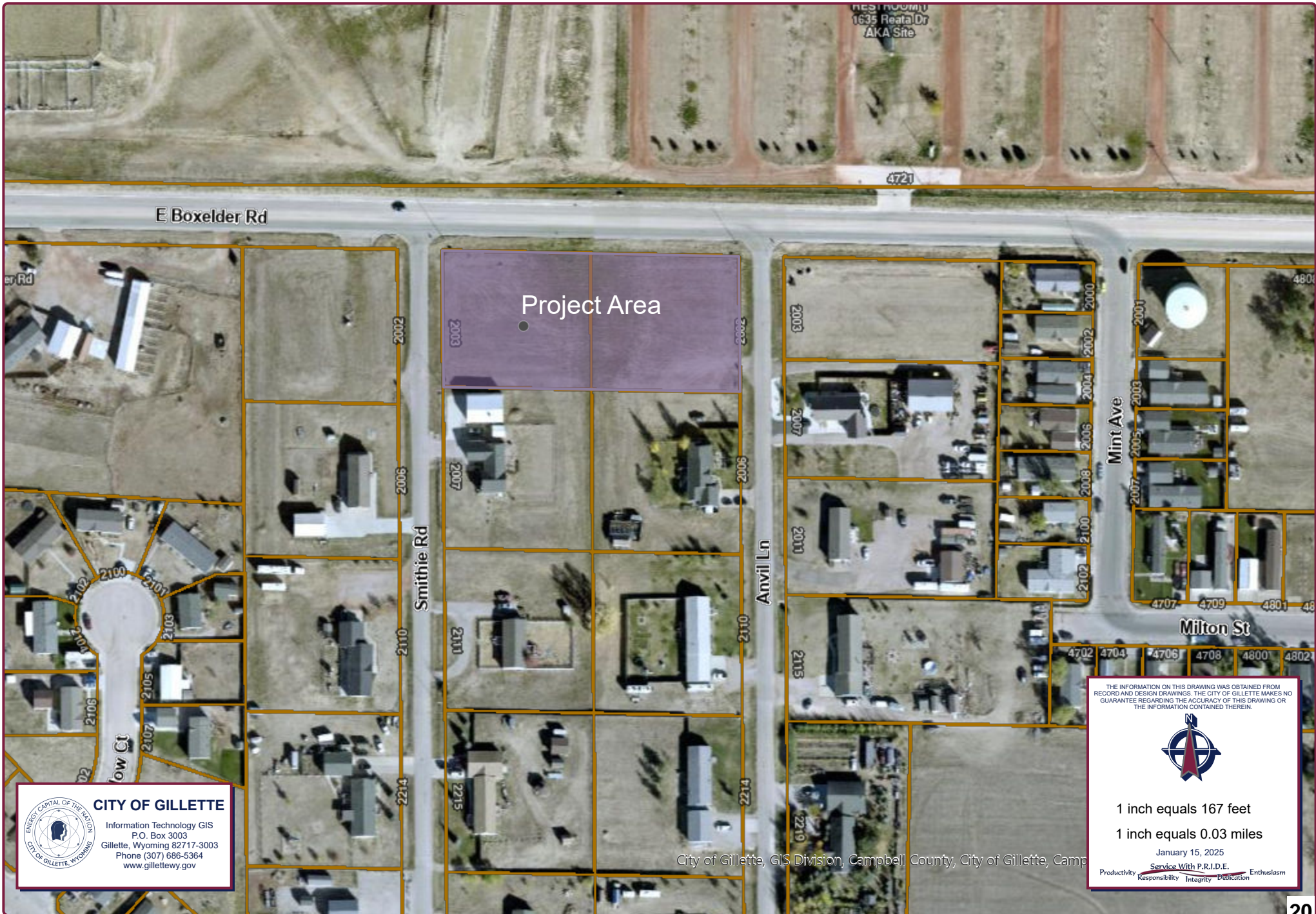
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# Zoning Map



## Vicinity Map



## Planning Requirements

PL2025-0001

Zoning Map Amendment | 2003 Smithie Ln & 2002 Anvil Rd

There are no Planning Requirements for this case.

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOTS 1 & 6 OF BLOCK 2, ARLEY ACRES PHASE 1, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM C-1, GENERAL COMMERCIAL DISTRICT, TO EMH-RS, ENHANCED MANUFACTURED HOME SUBURBAN RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

Lot 1 of Block 2, Arley Acres Phase 1, City of Gillette, Campbell County, Wyoming  
Lot 6 of Block 2, Arley Acres Phase 1, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Lots 1 & 6 of Block 2, Arley Acres Phase 1, City of Gillette, Campbell County, Wyoming, is hereby amended from C-1, General Commercial District, to E-MH RS, Enhanced Manufactured Home Suburban Residential District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(S E A L)

\_\_\_\_\_  
Shay Lundvall, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Allen, City Clerk

Publication Date:

**BEFORE THE CITY OF GILLETTE PLANNING COMMISSION**

CITY OF GILLETTE

PL2025-0001

**ZONING MAP AMENDMENT  
2003 SMITHIE RD & 2002 ANVIL LN  
CITY OF GILLETTE ZONING ORDINANCE**

**PETITIONER**

JEREMY HORROCKS

## FINDINGS OF FACT; CONCLUSIONS OF LAW

**THESE MATTERS** came before the City of Gillette Planning Commission (“Commission”) on February 25, 2025, for hearing on the Zoning Map Amendment filed by Petitioner Jeremy Horrocks and Agent Sheila Slocum. Petitioner seeks to change the zoning district of 2003 Smithie Road & 2002 Anvil Lane from C-1, General Commercial District to EMH-RS, Enhanced Manufactured Home Suburban Residential. Vice-Chair Ryan Concklin, vice-chairman of the Commission presided. Commissioners Richard Cone, Ian Scott, Cristal Pratt, and Jack Colson were also present.

Shannon Stefanick, City Planner for the City of Gillette, acted as Case Manager for the proceedings. Sheila Slocum, acting as Agent, was present. The Commission, having heard the statements and evidence presented by the Petitioner/Case Manager, and having considered the matter, reviewed the case herein, and being otherwise fully advised on the premises, makes the following findings of fact and conclusions of law.

## FINDINGS OF FACT

1. These matters are a request by the Petitioner to change the Zoning District Map of the City of Gillette.
2. Petitioner is requesting to change the zoning for 2003 Smithie Rd & 2002 Anvil Ln.
3. Case Manager established that the current Zoning Ordinance requires all proposed

amendments to the Zoning Ordinance through Map Amendment Procedures, as required by Section I.e., of the Code, to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City, which require that amendments be adopted for the promotion of the public health, safety, or general welfare.

4. Petitioner established that the Zoning Map Amendment will change the Zoning Map for 2003 Smithie Road & 2002 Anvil Lane from C-1, General Commercial District to EMH-RS, Enhanced Manufactured Home Suburban Residential.

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

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

7. Case Manager established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for 2003 Smithie Rd and 2002 Anvil Ln.

8. At the hearing, the Case Manager demonstrated the proposed changes will not adversely affect the character of the neighborhood with the change of zoning from C-1, General Commercial District to EMH-RS, Enhanced Manufactured Home Suburban Residential as the neighborhood has not experienced the growth pattern that was expected at the time of platting and zoning being established, and the proposed Zoning Map Amendment recognizes changing conditions regarding the public welfare.

9. The Case Manager stated there were several inquiries. Several individuals were concerned about the possibility of apartment development. Once told that that was not a possibility with this case, they had no further opinions. Similarly, a neighbor was concerned that their property was being rezoned and, once told that it was not, there were no further concerns. On neighbor at 2006 Anvil Ln stated they did not support the rezone. They did not state a clear reason as to why.

## CONCLUSIONS OF LAW

1. Under W.S. 15-1-602, the governing body shall specify how regulations and the district boundaries are to be determined, established, enforced, amended, supplement or otherwise changed.

The Board must hear taxpayers' complaints and hold hearings after proper notice.

2. Under Section 1.e(1) Statement of Policy, the Zoning Ordinance, which includes both the Ordinance and the Zoning District Map, has been established for the purpose of promoting sound development and maintaining stable land use patterns. "Any person, corporation, or the City may initiate amendments to the Zong Code to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare."

3. Under Section 1.e(1) Statement of Policy, the City Council, the Development Services Department, or any person, firm, or corporation may initiate amendments.

4. Petitioner timely filed its application for a Zoning Text Amendment and all supporting documents required by the City of Gillette and the Board has jurisdiction to hear these matters.

5. Petitioner established the legal basis for such an amendment by stating the proposed change is to recognize changing conditions in the community.

6. When proposing a zoning map amendment, the burden is on the Petitioner to establish by credible evidence an obvious error in the map or changing conditions within the city boundaries as required in Section 1.e(1) of the Code.

7. In the absence of evidence rebutting the presumption in favor of the Petitioner, reviewing bodies presume that the Case Manager charged with establishing consistency with administering the Code, exercised honest judgement in accordance with the applicable rules,

regulations, and other directives that have passed public scrutiny under W.S. 15-1-602 and Section 1.c(1) of the Code.

8. The Board was presented with the Petitioner's Map Amendment.

9. The Board was unanimous in their vote to approve the Petitioner's Map Amendment to amend the Zoning District Map for 2003 Smithie Rd and 2002 Anvil Ln from C-1, General Commercial District, to E-MH RS, Enhanced Manufactured Home Suburban Residential District, based on changing conditions in the City. The Commission forwards the case to the City of Gillette City Council for a second public hearing and final vote.

### **NOTICE**

Any party may appeal a final adverse written decision or order of this City of Gillette Planning Commission by filing a notice of appeal to the City of Gillette City Council or attend the City Council public hearing on the matter. Such written appeal must be filed no later than 4pm on the day of the City Council public hearing.

**DATED THIS 26 day of February, 2025.**

### **CITY OF GILLETTE PLANNING COMMISSION**

  
Ryan Conklin, Vice-Chair

ATTEST: 

Shannon Stefanick, City Planner

CITY OF GILLETTE PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
Community Room ~ City Hall ~ February 25, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Vice-Chair Ryan Conklin, Richard Cone, Cristal Pratt, and Jack Colson.

Commission Members Absent: Chair Shaun Hottell, Matthew Nelson.

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, Planner.

CALL TO ORDER

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

APPROVAL OF  
THE MINUTES

A motion was made by Jack Colson to approve the meeting minutes of February 11, 2025. Richard Cone seconded the motion. Motion carried 5/0.

Case No.  
PL2025-0001  
ZONING MAP  
AMENDMENT  
2003 SMITHIE  
ROAD & 2002  
ANVIL LANE

The applicant seeks amend the Zoning Map to 2003 Smithie Rd and 2002 Anvil Ln from C-1, General Commercial District, to E-MH RS, Enhanced Manufactured Home Suburban Residential. Both lots have no development, but sewer and water taps were installed with the installation of the subdivision. The minimum lot size for E-MH RS is 15,000 square feet or 0.34 acres. Both lots are 0.84 acres, meeting this minimum requirement.

The R-2 District that 301 Richards is currently a part of meets the minimum district size of 3 acres and the C-2 District that this map amendment proposes that the property join meets the minimum district size of 1 acre at 41 acres.

Per Section 1.e(1) Amendment Procedures, Statement of Policy: Any person, corporation, or the City may initiate amendments to the Zoning Code to:

- a) Correct an obvious error or oversight in the regulations; or
- b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

Arely Acres Phase 1, the subdivision that both lots reside in, was officially platted in 2003 and annexed into the City in 2008. This annexation established City zoning. At the time of platting and annexation, the expectations for population and development growth were much different then what we have actually seen. We expected to see growth along Boxelder towards these Commercial properties and that did not occur. This is evidenced by all four commercial lots in this commercial zoning district still having no development. A rezone of 2003 Smithie Rd and 2002 Anvil Ln would recognize that growth patterns and economic conditions in the City have changed and enable the land to be better utilized for the general welfare of the public.

Ms. Stefanick stated the city a few calls from surrounding neighboring concerned that their property was being rezoned; after clarification that their property was not being rezone and this was requested by the property owners, they had no concerns. A property owner directly adjacent to 2002 Anvil Lane did say they were opposed to the rezone, but did not clarify why.

Vice-Chair Conklin asked Planning Staff if there has been discussion to rezone the two single lots on either side of the proposed rezone. Ms. Stefanick stated that the property owners have not requested that their property be rezoned at this time, however it would be a natural evolution for them to be rezoned in the future.

There being no further comments or questions Vice-Chair Conklin asked Ms. Duvall to poll the commission. The Motion carried 5/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the next two meetings in March, March 11<sup>th</sup> and March 25, are cancelled as Staff did not receive any submittals during the submittal window. Ms. Duvall did state that there would be a meeting in April where there will be a presentation of the Comprehensive Plan; the meeting information will be sent out as it gets closer.

ADJOURNMENT

The meeting was adjourned at 5:20 p.m.

Minutes taken and prepared by Meredith Duvall, Planning Manager.



**CITY OF GILLETTE  
CITY COUNCIL**

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**DATE:**           **March 18, 2025**

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**TITLE:**

Regular Meeting Minutes - March 4, 2025  
Executive Meeting Minutes - March 4, 2025  
Special Meeting Minutes - March 10, 2025

**ATTACHMENTS:**

[Regular Meeting Minutes - March 4, 2025](#)  
[Special Meeting Minutes - March 10, 2025](#)

A regular meeting of the City Council was held on Tuesday the 4<sup>th</sup> day of March 2025, in the City Hall Council Chambers.

Present were Councilmembers Smith, McLeland, Gross, Carsrud, Clary, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Chief of Police Deaton; Directors Henderson, Muzzarelli, Pilon, Toscana, Wasson, and Wilde; City Engineer Schoen; City Clerk Allen and Deputy City Clerk Clymer.

### **Invocation and Pledge of Allegiance**

The Invocation and Pledge of Allegiance was led by Pastor Marty Crump of Family Life Church.

### **Approval of General Agenda**

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

### **Approval of Consent Agenda**

#### **Minutes**

Regular Meeting Minutes – February 18, 2025

### **Ordinance 2<sup>nd</sup> Reading**

#### **ORDINANCE NO. 25-09**

**AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1 OF BLOCK 13, DALY ADDITION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-2, TWO-FAMILY RESIDENTIAL DISTRICT, TO C-2, CENTRAL BUSINESS DISTRICT, PER THE ATTACHED EXHIBIT. (PLANNING COMMISSION VOTE 5/0).**

### **Bills and Claims**

Absolute Auto, LLC, 171.64; AlSCO, 990.92; Altec Industries Inc, 7,214.81; American Track Generations LLC, 806.90; Anixter Power Solutions, 6,895.19; Architectural Specialties LLC, 726.11; Arete Design Group, 3,778.00; Arrow Printing and Graphics Inc, 180.00; Atlas Office Products, 2,461.89; Barco Municipal Products, Inc, 212.50; Big Horn Tire Inc, 174.65; Bighorn Hydraulics Inc, 404.04; Bighorn Mountain Electric LLC, 4,945.40; Black Hills Power & Light, 347,657.02; Black Hills Power & Light, 117,171.03; Black Hills Power & Light, 9,514.47; Black Hills Power & Light, 219,568.94; Black Hills Wyoming LLC, 367,356.85; Black Hills Wyoming LLC, 385,063.49; Blue Cross Blue Shield of Wyoming, 61,477.24; Blue Cross Blue Shield of Wyoming, 93,367.63; Border States Electric, 881.67; Brenda K Dedman, 442.51; Britney Gehrts, 300.56; Campbell County Landfill, 4,839.75; Campbell County Public Health, 2,250.00; Canyon Systems Inc, 5,075.44; CBH Co-Op, 29,949.32; Central Truck & Diesel Inc, 60.08; CenturyLink, 175.55; Charles W Anderson, 500.00; Chemsearch, 4,918.91; City Of Gillette - Petty Cash, 183.72; Colin Cox, 430.24; Collection Professionals Gillette, 460.49; Compasscom Software, 3,555.60; Crum Electric Supply Company, 474.34; Cues Inc, 1,692.17; Cummins Rocky Mountain Inc, 14,055.13; Dads Truck and Auto LLC, 712.54; Dan Hart Patrol Service, LLC, 114,479.71; Dana Kepner Company Inc, 44,229.33; Dana Safety Supply, 1,345.00; Davis & Cannon LLP, 137.50; Delta Dental of Wyoming, 34,278.70; Department of Energy, 66,474.16; Diamond Y Bar Management, 412.28; Display Sales, 299.00; Employment Testing Services Inc, 250.00; Energy Laboratories Inc, 340.00; Extreme Precision Scaffolding, LLC, 18,680.00; Ferguson Enterprises, Inc #1116, 378.00; First Class Auto, 1,487.58; First State Bank, Division of Glacier Bank, 6,025.25; Gades Sales Company Inc, 800.00; Gallagher Benefit Services, Inc, 151.25; Galls, An Aramark Company, 176.00; Gillette Contractors Supply Inc, 7,190.94; Gillette Steel Center, 756.00; Grainger Industrial, 2,063.75; Granicus LLC, 1,500.00; Greiner Motor Company, 724.69; HDR Engineering Inc, 9,395.00; HealthEquity, Inc., 6,191.71; HealthEquity, Inc., 3,315.98; HealthEquity, Inc., 884.88; Heidi Gross, 17.82; Hillcrest Spring Water Inc, 156.00; Howard Jones, 182.00; Hydrocore Concepts LLC, 140.00; Identifix Inc, 238.00; Intermountain Motor Sales Inc, 7,510.29; Jaceson & Tobie Shinkle, 251.19; Jack's Truck Center Inc, 1,711.08; Joe Johnson Equipment, LLC, 27,261.30; Josh Kline, 396.63; Katrina & Allen Larsen, 60.34; Larry Frandsen, 860.90; Lawson Products, Inc., 4.00; Linda Stewart, 475.52; Ln Curtis & Sons, 2,487.45; Manpower Us Inc, 609.66; Mark Severson, 298.72; Matt Olsen, 600.98; Mg Oil Company, 1,905.44; Midland Implement Co Inc, 448.26; Mii Life Insurance, Incorporated, 193.79; Mountain Peaks Diagnostics, LLC, 123.80; Newman Signs Inc, 2,228.61; Norco Inc, 4,571.09; Office Of State Lands and Investments, 75,000.00; Office Of State Lands and Investments, 50,000.00; Optum Health Financial Services, 346.50; Pacific Steel & Recycling, 370.62; Partson LLC, 2,250.55; PCA Engineering Inc, 960.00; Postal Pros Southwest Inc, 5,079.80; Powder River Energy Corporation, 8,521.45; Powder River Heating & Conditioning Corporation, 560.00; Pro Force Law Enforcement, 47,927.77; Purvis Industries LLC, 226.19; Pvs Dx Inc, 8,797.38;

Rapid Fire Protection Inc, 540.00; RDO Equipment Co, 508.51; Rms Instrument & Electrical, LLC, 15,556.53; Safety-Kleen Systems Inc, 192.90; Saltus Technologies, LLC, 6,974.79; Schutz Foss Architects Pc, 1,567.00; Sherry & Butch Reynolds, 2,051.39; Simpson's Printing, 562.00; Spencer Fluid Power, 219.77; Sterling Infosystems, Inc, 737.34; Terry Sjolín, 275.00; Thunder Basin Ford LLC, 35.30; TLC Oil Tools, 648.24; Todd Butzine, 614.57; Traffic & Parking Control Company, 515.00; Tyler Technologies Inc, 21,292.00; United Central Industrial Supply Co, 529.23; Verizon Wireless, 1,812.40; Western Stationers, 184.49; Wyodak Resources Development Corp, 3,743.07; Wyodak Resources Development Corp, 201,013.56; Wyoming Center For Clinical Excellence, 1,000.00; Wyoming Dept Of Transportation, 10.00; Wyoming Earthmoving Corporation, 272.45; Wyoming Medical Associates LLC, 3,056.99; Wyoming Medical Spa & Wellness, 1,001.66; Xerox Corporation, 33.84

Councilmember Gross made a motion to approve the Consent Agenda; seconded by Council President Carsrud. All voted aye. The motion carried.

### **Approval of Conflict Claims**

Councilmember West made a motion to approve the Conflict Claim in the amount of \$17.82 to Councilmember Gross; seconded by Councilmember Smith. Councilmembers Smith, McLeland, Carsrud, Clary, and West voted aye. Councilmember Gross abstained. The motion carried.

### **Comments**

#### **Council**

Councilmember Gross attended the Wyoming Sportsman's Group banquet, and praised their contributions to the community, and mentioned a News Record article about the banquet. Gross attended Pat Litten's funeral, and honored her community involvement, especially with the National High School Finals Rodeo and other organizations. Ms. Gross expressed condolences to her family.

#### **Liaison Report**

Councilmember Smith extended an invite to the Boys and Girls Club banquet on March 22<sup>nd</sup>, and a charity golf event on June 28<sup>th</sup>. He reminded council about the Boys and Girls Clubs quarterly luncheons. Smith also gave an update on the Campbell County Prevention Council, noting that there is a family friendly fundraiser coming up on March 22<sup>nd</sup> at the Campbell County High School.

Councilmember Gross attended the Council of Community Services Board meeting, noting concerns about federal funding for their emergency shelter, food pantry, and soup kitchen. Gross added that the Annual Empty Bowl Fundraiser will take place on March 28<sup>th</sup>, with tickets available online or by calling (307)686-2730.

### **Presentations**

Director Toscana presented the March 2025 Things to Know Video.

Members of the Girl Scout Troops 1021 and 1643 provided information about Girl Scouts. Mayor Lundvall then proclaimed March 9<sup>th</sup> through March 15<sup>th</sup>, 2025, as National Girl Scout Week.

### **New Business**

#### **Minute Action**

Council President Carsrud made a motion to approve a Professional Services Agreement for the Construction Management Services Associated with the Allen Avenue Reconstruction and Drainage Project, with KLJ, in the Amount of \$148,450.00 (1% Project); seconded by councilmember Smith. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Bid Award for the Arlington Court Drainage Access Project, to Hladky Construction, in the Amount of \$200,266.80 (1% Project); seconded by councilmember West. Administrator Cole explained that there were three bids: a base bid, a bid alternate, and a second bid alternate. Mr. Cole explained that staff's recommendation is to award the base bid and alternate one, which is only the Arlington Court drainage. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Bid Award for the 2025 Force Road Mill and Overlay Project to Simon Contractors, in the amount of \$567,737.75 (1% Project); seconded by councilmember McLeland. All voted aye. The motion carried.

Council President Carsrud made a motion to approve a Bid Award for the 2025 Asphalt Pothole Repair Project to Croell, Inc., in the Amount of \$225,780.00 (1% Project); seconded by councilmember West. Director Muzzarelli provided an explanation regarding the budgeting process for pothole repairs, and how it is determined which potholes will be repaired each year. All voted aye. The motion carried.

Councilmember Gross made a motion to approve Authorize the Mayor to Sign Amendment No. 20 of the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.; seconded by councilmember McLeland. All voted aye. The motion carried.

**Public Hearings and Considerations**

Mayor Lundvall opened a Public Hearing to Consider Amendments to the Gillette City Budget for FY2024-2025. Hearing none, Mayor Lundvall closed the Public Hearing.

**RESOLUTION NO. 2900**

**A RESOLUTION TO APPROVE AMENDMENTS TO THE GILLETTE CITY BUDGET  
FOR FY2024-2025.**

Councilmember West made a motion to approve the foregoing Resolution; seconded by councilmember Gross. Director Henderson explained that this is one of three typical annual amendments and discussed the reasons for expenses and handling bids that exceed the budget. All voted aye. The motion carried.

Mayor Lundvall opened a Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lots 1 & 6 of Block 2, Arley Acres Phase 1, City of Gillette, Campbell County, Wyoming, from C-1, General Commercial District, to E-MH RS, Enhanced Manufactured Home Suburban Residential District, per the Attached Exhibit. Hearing none, Mayor Lundvall closed the Public Hearing.

**ORDINANCE NO. 25-10**

**AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF  
GILLETTE, WYOMING, FOR LOTS 1 & 6 OF BLOCK 2, ARLEY ACRES PHASE 1, CITY  
OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM C-1, GENERAL  
COMMERCIAL DISTRICT, TO E-MH RS, ENHANCED MANUFACTURED HOME  
SUBURBAN RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.**

**(PLANNING COMMISSION VOTE: 5/0)**

Councilmember West made a motion to approve the foregoing Ordinance; seconded by councilmember Smith. Administrator Cole explained that the current property owner seeks a rezone for housing development, with the Planning Commission recommending approval. All voted aye. The motion carried.

**Public Comment**

Rolf Arands, Ward II, expressed concern for children racing on Pintail Drive in the Summertime, and would like council to consider a speed abatement. He also asked the council to address flooding caused by ice and snow on the northern side of Pintail Drive.

Ed Sisti, Ward III, discussed the city taking a fiscally responsible approach to the request for a one-million-dollar contribution to build the Enzi Learning Center for the Northeast Wyoming Community College. He shared concerns about expanding to the point where it becomes too expensive to maintain. He encouraged the mayor and council to do the will of the people, not the will of the local bureaucracy.

**Administrator's Report**

Administrator Cole stated that Public Works will address traffic concerns on Pintail Drive as part of the Dalbey Park Master Plan. He mentioned that a preliminary draft of the Comprehensive Plan is available on the city's website, with a final draft set for review in April by the Planning Commission and City Council, which will include public hearings. Cole also reminded the council of a Goal Setting Session on March 10<sup>th</sup> in the 2<sup>nd</sup> Floor Community Room.

**Executive Session**

Councilmember Gross made a motion to enter Executive Session for Legal Advice Pursuant to W.S. 16-4-405(a)(iii); seconded by councilmember Clary. All voted aye. The motion carried.

**Adjournment:**

There being no further business to come before the Council, the meeting was adjourned at 7:41 p.m. The meeting can be viewed on the City's website, [www.gillettewy.gov/gpa](http://www.gillettewy.gov/gpa). The next regularly scheduled meeting will be held on Tuesday, March 18, 2025, in the City Hall Council Chambers.

(S E A L)  
ATTEST:

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Shay Lundvall, Mayor

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Alicia Allen, City Clerk  
Publication Date: March 11, 2025

A Special Meeting of the City Council was held on Monday the 10<sup>th</sup> day of March 2025, at City of Gillette City Hall, 2<sup>nd</sup> Floor Community Room.

Present were Councilmembers Smith, McLeland, Gross, Carsrud, Clary, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Directors Deaton, Henderson, Muzzarelli, Pilon, Toscana, Wasson, and Wilde; City Clerk Allen.

Others Present: Fire Chief Bender; Dan Clark, Director, Montana State University, Local Government Center

**2025 Council Goal Planning Session**

A pre-meeting dinner began at 5:30 p.m., Mayor Lundvall called the meeting to order at 6:00 p.m.

**Administrator Update**

Administrator Cole explained that the purpose of this meeting is to prioritize goals, including projects, programs, and initiatives for the next 5 years. He briefly reviewed the goals set in 2023 via Resolution 2855, then explained the ranked 2025 individual council goals, explaining that following tonight’s discussion, a Resolution to adopt these goals will be presented at a future council meeting.

**2025 Council Goal Planning Discussion**

Facilitator Dan Clark introduced himself and explained the process of prioritizing goals.

Administrator Cole reviewed the initiatives completed in 2024, including a Crime Scene Investigation equipment/vehicle, improving/developing softball/baseball practice fields, affordable/entry level housing developer subsidy, and the City of Gillette “re-brand.”

Council reviewed and discussed the 2025 ranked goals. Council members explained their reasoning for their identified individual goals.

Dan Clark facilitated a discussion to determine a priority cutoff, in which council wished to combine several similar goals. Council members then categorized goals and priorities using the following themes: Administration, Economic Development, Infrastructure, Planning, Parks and Recreation, Transportation, Collaboration & Coordination, and Social Services. Using a sticky dot exercise, the mayor and council ranked the initiatives and goals in order of priority.

Administrator Cole briefly explained the next steps, stating that based on the priorities, staff will prepare a Resolution for consideration likely at the first meeting in April. The mayor thanked everyone for their participation in the conversation.

No action was taken.

**Adjournment**

There being no further business to come before the Council, the meeting was adjourned at 7:39 p.m.

(S E A L)

\_\_\_\_\_  
Shay Lundvall, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Allen, City Clerk  
Publication Date: March 18, 2025



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:** March 18, 2025

---

**TITLE:**

Bills and Claims

**SUGGESTED ACTION:**

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

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

**ATTACHMENTS:**

[Bills and Claims](#)

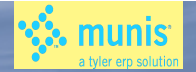
[Bills and Claims - Prepaids](#)

[Wire Transfers](#)

[UMB Bank](#)

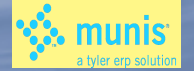
# Expenditure Approval Report

## Check Approval Date of 03/18/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
4555-ATLAS OFFICE PRODUCTS			
	186573	OS INVENTORY	231.06
		<b>VENDOR TOTAL:</b>	<b>231.06</b>
77777-MISC ONE TIME VENDOR			
	186487	REFUND FOR MECHANICAL HVAC ALTERATION FEE	20.00
		<b>VENDOR TOTAL:</b>	<b>20.00</b>
88888-MISC UTILITY OVERPAYMENTS			
	186488	REFUND MONEY SENT IN ERROR - KIM COATES	129.03
		<b>VENDOR TOTAL:</b>	<b>129.03</b>
1511-NORCO INC			
	186605	CUSTODIAL INVENTORY	200.00
		<b>VENDOR TOTAL:</b>	<b>200.00</b>
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL			
	186408	FEBRUARY 2025 OFFICE TRAINING FEES	20.00
		<b>VENDOR TOTAL:</b>	<b>20.00</b>
2300-WESTERN STATIONERS			
	186623	OS INVENTORY	1,078.08
	186624	OS INVENTORY	260.50
	186625	OS INVENTORY	53.64
		<b>VENDOR TOTAL:</b>	<b>1,392.22</b>
		<b>DIVISION TOTAL:</b>	<b>1,992.31</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,992.31</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



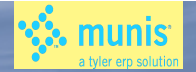
Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>10-ADMINISTRATION</b>		
<b>01-MAYOR &amp; COUNCIL</b>		
1345-ENERGY CAPITAL ECONOMIC DEVELOPMENT		
186438	ANNUAL EVENT TABLE SPONSOR	1,000.00
	<b>VENDOR TOTAL:</b>	<b>1,000.00</b>
5057-MICHELLE L. DENNIS		
186414	GILLETTE HISTORIC PRESERVATION PLAN	3,000.00
	<b>VENDOR TOTAL:</b>	<b>3,000.00</b>
	<b>DIVISION TOTAL:</b>	<b>4,000.00</b>
<b>02-ADMINISTRATION</b>		
2050-PRIME RIB RESTAURANT		
186439	ADMINISTRATIVE CAUCUS LUNCH	344.85
	<b>VENDOR TOTAL:</b>	<b>344.85</b>
	<b>DIVISION TOTAL:</b>	<b>344.85</b>
<b>04-SPECIAL PROJECTS</b>		
1864-FIRST NATIONAL BANK OF GILLETTE		
186530	CITY POOL RECONSTRUCTION RETAI	2,043.24
	<b>VENDOR TOTAL:</b>	<b>2,043.24</b>
4422-INTERSTATE ENGINEERING, INC		
186531	CITY POOL RECONSTRUCTION	9,324.40
	<b>VENDOR TOTAL:</b>	<b>9,324.40</b>
1821-IT OUTLET INC		
186597	VEHICLE MAINTENANCE - REPLACEMENT CAMERAS	2,121.23
	<b>VENDOR TOTAL:</b>	<b>2,121.23</b>
1958-PCA ENGINEERING INC		
186452	ECSC SUBDIVISION PLATTING	870.10
	<b>VENDOR TOTAL:</b>	<b>870.10</b>
2033-POWDER RIVER CONSTRUCTION		
186529	CITY POOL RECONSTRUCTION	38,821.61
	<b>VENDOR TOTAL:</b>	<b>38,821.61</b>
	<b>DIVISION TOTAL:</b>	<b>53,180.58</b>
	<b>DEPARTMENT TOTAL:</b>	<b>57,525.43</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



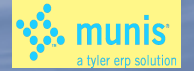
	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
4555-ATLAS OFFICE PRODUCTS			
	186572	HR * SHREDDER	2,539.34
		<b>VENDOR TOTAL:</b>	<b>2,539.34</b>
4458-EMPLOYMENT TESTING CENTER OF WYOMING			
	186428	POPH2, POPH1, URN45, RTW	905.00
		<b>VENDOR TOTAL:</b>	<b>905.00</b>
1753-EMPLOYMENT TESTING SERVICES INC			
	186384	DRUG AND ALCOHOL TESTING	369.00
		<b>VENDOR TOTAL:</b>	<b>369.00</b>
		<b>DIVISION TOTAL:</b>	<b>3,813.34</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,813.34</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>25-FINANCE</b>		
<b>26-CUSTOMER SERVICE</b>		
1898-ONLINE UTILITY EXCHANGE		
186339	UTILITY EXCHANGE REPORT	337.84
	<b>VENDOR TOTAL:</b>	<b>337.84</b>
3369-POSTAL PROS SOUTHWEST INC		
186338	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,341.71
186429	PRINT & MAIL UTILITY BILLS, REMINDERS, DISCONNCTS	2,130.45
	<b>VENDOR TOTAL:</b>	<b>4,472.16</b>
	<b>DIVISION TOTAL:</b>	<b>4,810.00</b>
<b>27-PURCHASING</b>		
3892-SQUARE GROVE LLC		
186615	PURCHASING * SHELVING * CHRISTY	1,065.00
	<b>VENDOR TOTAL:</b>	<b>1,065.00</b>
	<b>DIVISION TOTAL:</b>	<b>1,065.00</b>
<b>34-INFORMATION TECHNOLOGY</b>		
4893-ADVANCED NETWORK MANAGEMENT INC		
186565	SENTINELONE NGAV	46,671.38
	<b>VENDOR TOTAL:</b>	<b>46,671.38</b>
4025-AGOSTO HOLDINGS, LLC		
186455	GOOGLE VOICE	3,521.18
	<b>VENDOR TOTAL:</b>	<b>3,521.18</b>
1358-CENTURYLINK		
186453	TELEPHONE SERVICE	2,946.31
	<b>VENDOR TOTAL:</b>	<b>2,946.31</b>
2625-CHARTER MEDIA		
186337	INTERNET SERVICE	1,099.00
	<b>VENDOR TOTAL:</b>	<b>1,099.00</b>
1535-D & B POWER ASSOCIATES INC		
186527	UPS MAINTENANCE	2,337.00
	<b>VENDOR TOTAL:</b>	<b>2,337.00</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
1606-DELL MARKETING LP			
	186590	ORIGINAL PO 2240143 * IT	410.00
		<b>VENDOR TOTAL:</b>	<b>410.00</b>
1901-FRONTIER PRECISION INC			
	186336	TRIMBLE MAINTENANCE	6,479.46
		<b>VENDOR TOTAL:</b>	<b>6,479.46</b>
5018-GLOBAL PAYMENTS INC			
	186456	APRIL 2025 PARKS RESERVATION	583.33
		<b>VENDOR TOTAL:</b>	<b>583.33</b>
5555-MISC EMPLOYEE VENDOR			
	186489	TRAVEL REIMBURSEMENT	88.20
		<b>VENDOR TOTAL:</b>	<b>88.20</b>
2070-SOUTHERN COMPUTER WAREHOUSE			
	186612	REPLACEMENT ERGO KEYBOARD FOR SCADA	49.74
		<b>VENDOR TOTAL:</b>	<b>49.74</b>
2222-VERIZON WIRELESS			
	186335	TELEPHONE SERVICE	12,000.61
		<b>VENDOR TOTAL:</b>	<b>12,000.61</b>
2247-VISIONARY COMMUNICATIONS			
	186454	INTERNET SERVICE	1,092.96
		<b>VENDOR TOTAL:</b>	<b>1,092.96</b>
4988-ZOHO CORPORATION			
	186626	ENDPOINT MANAGEMENT	25,011.00
	186627	LOG MONITORING	15,394.00
		<b>VENDOR TOTAL:</b>	<b>40,405.00</b>
		<b>DIVISION TOTAL:</b>	<b>117,684.17</b>
		<b>DEPARTMENT TOTAL:</b>	<b>123,559.17</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



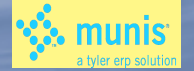
	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
2597-CRAIG FURMAN			
	186430	DUI BLOOD DRAW	75.00
		<b>VENDOR TOTAL:</b>	<b>75.00</b>
2053-PRO FORCE LAW ENFORCEMENT			
	186610	PD * DAN	1,090.91
		<b>VENDOR TOTAL:</b>	<b>1,090.91</b>
		<b>DIVISION TOTAL:</b>	<b>1,165.91</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,165.91</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>50-PUBLIC WORKS</b>			
<b>33-CITY HALL BUILDING MAINTENANCE</b>			
1040-ALSCO			
	186280	RUG CLEANING	46.10
	186284	RUG CLEANING	19.82
	186285	RUG CLEANING	42.89
	186286	RUG CLEANING	46.10
	186294	RUG CLEANING	19.82
	186303	CREDIT FOR OVERPAYMENT	-19.82
	186305	CREDIT FOR OVERPAYMENT	-4.98
		<b>VENDOR TOTAL:</b>	<b>149.93</b>
5106-GARRATT CALLAHAN COMPANY			
	186327	HVAC WATER INSPECTION	730.00
		<b>VENDOR TOTAL:</b>	<b>730.00</b>
1511-NORCO INC			
	186447	CUSTODIAL SUPPLIES	104.08
		<b>VENDOR TOTAL:</b>	<b>104.08</b>
2116-RAPID FIRE PROTECTION INC			
	186441	REPAIR SPRINKLER SYSTEM LINE AT CITY HALL	1,465.00
		<b>VENDOR TOTAL:</b>	<b>1,465.00</b>
2741-WYOMING DEPARTMENT OF AGRICULTURE			
	186446	CPO TRAINING FOR NICK SCHERRY	360.00
		<b>VENDOR TOTAL:</b>	<b>360.00</b>
		<b>DIVISION TOTAL:</b>	<b>2,809.01</b>
<b>50-PUBLIC WORKS ADMIN</b>			
4148-TERRY SJOLIN			
	186518	SCHEDULING FOR THE FIELDS	475.00
		<b>VENDOR TOTAL:</b>	<b>475.00</b>
		<b>DIVISION TOTAL:</b>	<b>475.00</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>51-PARKS</b>		
1040-ALSCO		
186291	UNIFORM CLEANING	41.40
	<b>VENDOR TOTAL:</b>	<b>41.40</b>
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
186432	ANTELOPE VALLEY PARK WATER	7.50
	<b>VENDOR TOTAL:</b>	<b>7.50</b>
3909-CRESTVIEW IMROVEMENT & SERVICE DISTRICT		
186433	CRESTVIEW PARK WATER	7.50
	<b>VENDOR TOTAL:</b>	<b>7.50</b>
1919-PAINTBRUSH SEWER & DRAIN		
186424	PORTA TOILETS AT VARIOUS PARKS	1,113.26
	<b>VENDOR TOTAL:</b>	<b>1,113.26</b>
	<b>DIVISION TOTAL:</b>	<b>1,169.66</b>
<b>54-STREETS</b>		
1040-ALSCO		
186289	UNIFORM CLEANING	63.80
	<b>VENDOR TOTAL:</b>	<b>63.80</b>
1264-MCM GENERAL CONTRACTORS		
186507	ANNUAL TRENCHING AND BORING AG	1,037.75
	<b>VENDOR TOTAL:</b>	<b>1,037.75</b>
1897-ONE CALL OF WYOMING COPR		
186513	ONE-CALL OF WYOMING	48.75
	<b>VENDOR TOTAL:</b>	<b>48.75</b>
1802-SIMON CONTRACTORS		
186425	ROAD BASE	305.45
186426	PORTA TOILET AT WARLOW YARD STORAGE BLDG	265.00
	<b>VENDOR TOTAL:</b>	<b>570.45</b>
	<b>DIVISION TOTAL:</b>	<b>1,720.75</b>
	<b>DEPARTMENT TOTAL:</b>	<b>6,174.42</b>

# Expenditure Approval Report

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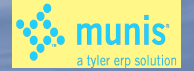
Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>60-ENGINEERING &amp; DEV SERVICES</b>		
<b>60-ENGINEERING</b>		
1082-ARROW PRINTING AND GRAPHICS INC		
186332	BUSINESS CARDS - A BRESINA	104.00
	<b>VENDOR TOTAL:</b>	<b>104.00</b>
1101-B & H PHOTO VIDEO PRO-AUDIO		
186574	REPLACEMENT MONITOR	1,044.74
	<b>VENDOR TOTAL:</b>	<b>1,044.74</b>
	<b>DIVISION TOTAL:</b>	<b>1,148.74</b>
<b>61-BUILDING INSPECTION</b>		
3827-TAMI WALDNER		
186340	BOE LUNCH	135.00
	<b>VENDOR TOTAL:</b>	<b>135.00</b>
	<b>DIVISION TOTAL:</b>	<b>135.00</b>
<b>62-TRAFFIC SAFETY</b>		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
186298	CHECK VOLTAGE ON SOLAR PANEL ON RFB NOT WORKING	500.00
186299	SCHOOL LIGHTS	500.00
	<b>VENDOR TOTAL:</b>	<b>1,000.00</b>
	<b>DIVISION TOTAL:</b>	<b>1,000.00</b>
<b>63-PLANNING</b>		
1663-LAND SURVEYING INCORPORATED		
186450	MINOR SUBDIVISION PLAT - LULA BELLS	2,894.72
	<b>VENDOR TOTAL:</b>	<b>2,894.72</b>
4933-VERDUNITY		
186519	COMPREHENSIVE PLAN	15,830.50
	<b>VENDOR TOTAL:</b>	<b>15,830.50</b>
	<b>DIVISION TOTAL:</b>	<b>18,725.22</b>
	<b>DEPARTMENT TOTAL:</b>	<b>21,008.96</b>

**Expenditure Approval Report**  
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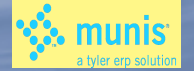
	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
65-PUBLIC AFFAIRS DEPARTMENT			
32-JUDICIAL			
4966-APRIL SHIPPY			
	186333	INTERPRETOR	150.00
	186409	INTERPRETOR	40.00
		<b>VENDOR TOTAL:</b>	<b>190.00</b>
5061-DAVID HARRISON HOLMES			
	186410	DEFENSE ATTORNEY	500.00
	186411	DEFENSE ATTORNEY	500.00
	186412	DEFENSE ATTORNEY	500.00
		<b>VENDOR TOTAL:</b>	<b>1,500.00</b>
		<b>DIVISION TOTAL:</b>	<b>1,690.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,690.00</b>
		<b>FUND TOTAL:</b>	<b>216,929.54</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



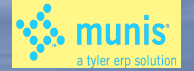
	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1415-CONSOLIDATED ENGINEERS INC			
	186555	2025 ASPHALT POTHOLE REPAIR PR	606.80
		<b>VENDOR TOTAL:</b>	<b>606.80</b>
1864-FIRST NATIONAL BANK OF GILLETTE			
	186522	CENTRAL CONTROL PHASE 2 * RETA	7,705.05
		<b>VENDOR TOTAL:</b>	<b>7,705.05</b>
1911-GADES SALES COMPANY INC			
	186593	TRAFFIC SAFETY * ARMADILLO TRACKER	14,380.00
		<b>VENDOR TOTAL:</b>	<b>14,380.00</b>
1422-GILLETTE CONTRACTORS SUPPLY INC			
	186578	ENGINEERING * 24PK09 * TESTING AND DIAGNOSTIC	7,133.31
		<b>VENDOR TOTAL:</b>	<b>7,133.31</b>
1450-HDR ENGINEERING INC			
	186537	HERITAGE LIFT STATION REPLACEM	1,687.50
		<b>VENDOR TOTAL:</b>	<b>1,687.50</b>
1560-HLADKY CONSTRUCTION			
	186521	CENTRAL CONTROL PHASE 2	146,396.03
		<b>VENDOR TOTAL:</b>	<b>146,396.03</b>
1754-KLJ ENGINEERING LLC			
	186536	COTTONWOOD PARK DRAINAGE REPOR	3,495.68
	186540	ARLINGTON COURT DRAINAGE ACCES	1,092.92
	186543	2023 MCCANN HEIGHTS PROJECT	1,288.98
	186548	KILLARNEY WATER MAIN IMPROVEME	11,288.25
	186549	HIDDEN VALLEY SEWER IMPROVEMEN	13,201.20
		<b>VENDOR TOTAL:</b>	<b>30,367.03</b>
1312-MORRISON MAIERLE INC			
	186400	STAMPED CROSS-SECTIONS AS PER WYDOT LIC RQRMNTS	4,000.00
	186532	2023 WATER MAIN INTERCONNECT	795.00
		<b>VENDOR TOTAL:</b>	<b>4,795.00</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



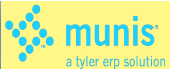
	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1958-PCA ENGINEERING INC			
	186533	ECHETA ROAD RECONSTRUCTION	13,386.87
	186538	RC RANCH MILL AND OVERLAY	1,370.95
	186546	IRRIGATION CENTRAL CONTROL PHA	3,729.95
		<b>VENDOR TOTAL:</b>	<b>18,487.77</b>
5064-RVE, INC			
	186552	DALBEY IMPROVEMENTS STUDY	4,936.04
		<b>VENDOR TOTAL:</b>	<b>4,936.04</b>
2261-WARNE CHEMICAL & EQUIPMENT CO			
	186388	BULK WEED AND TURF CHEMICALS	15,255.45
		<b>VENDOR TOTAL:</b>	<b>15,255.45</b>
2363-WWC ENGINEERING			
	186545	SUTHERLAND SUBDIVISION VALVE P	420.00
	186547	SUNBURST SUBDIVISION VALVE PRO	9,224.25
	186553	FEMA DONKEY CREEK MASTER DRAIN	13,324.00
	186556	2025 ALLEY PROJECT	3,570.00
	186558	FORCE ROAD R&O	16,394.00
	186563	O'HENRY DRAINAGE PROJECT	3,990.00
	186564	CAMPBELL COUNTY PATHWAY GRAINA	588.00
		<b>VENDOR TOTAL:</b>	<b>47,510.25</b>
		<b>DIVISION TOTAL:</b>	<b>299,260.23</b>
		<b>DEPARTMENT TOTAL:</b>	<b>299,260.23</b>
		<b>FUND TOTAL:</b>	<b>299,260.23</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1559-DOWL LLC		
186559	GILLETTE REGIONAL WATER SUPPLY	1,845.20
	<b>VENDOR TOTAL:</b>	<b>1,845.20</b>
1684-DRM INC		
186526	GRWSP PHASE III	296,945.89
	<b>VENDOR TOTAL:</b>	<b>296,945.89</b>
1250-FIRST AMERICAN TITLE		
186401	TITLE REPORT FOR CO2 AND FUNDING APPROVAL WWDO	250.00
186402	TITLE REPORT FOR CO2 AND FUNDING APPROVAL WWDO	250.00
	<b>VENDOR TOTAL:</b>	<b>500.00</b>
1866-FIRST NORTHERN BANK OF WYOMING		
186528	GRWSP PHASE III - RETAINAGE	15,628.73
	<b>VENDOR TOTAL:</b>	<b>15,628.73</b>
1450-HDR ENGINEERING INC		
186541	GILLETTE REGIONAL WATER SUPPLY	40,179.30
	<b>VENDOR TOTAL:</b>	<b>40,179.30</b>
1589-HOT IRON		
186523	GILLETTE REGIONAL WATER SUPPLY	35,541.02
	<b>VENDOR TOTAL:</b>	<b>35,541.02</b>
1312-MORRISON MAIERLE INC		
186539	GILLETTE REGIONAL WATER SUPPLY	820.00
	<b>VENDOR TOTAL:</b>	<b>820.00</b>
1779-SECURITY STATE BANK		
186524	GILLETTE REGIONAL WATER SUPPLY	1,870.58
	<b>VENDOR TOTAL:</b>	<b>1,870.58</b>
	<b>DIVISION TOTAL:</b>	<b>393,330.72</b>
	<b>DEPARTMENT TOTAL:</b>	<b>393,330.72</b>
	<b>FUND TOTAL:</b>	<b>393,330.72</b>

Expenditure Approval Report  
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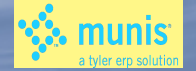
Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
1422-GILLETTE CONTRACTORS SUPPLY INC		
186581	WATER - SEALS * COOPER	1,624.70
VENDOR TOTAL:		1,624.70
DIVISION TOTAL:		1,624.70
DEPARTMENT TOTAL:		1,624.70
FUND TOTAL:		1,624.70

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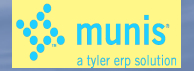
Invoice Number	Invoice Description	Amount
<b>502-SOLID WASTE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>55-SOLID WASTE</b>		
1040-ALSCO		
186282	UNIFORM CLEANING	20.14
186290	UNIFORM CLEANING	20.14
	<b>VENDOR TOTAL:</b>	<b>40.28</b>
2434-AMERICAN WELDING & GAS INC		
186431	CYLINDER RENT	37.37
	<b>VENDOR TOTAL:</b>	<b>37.37</b>
3894-CAMPBELL COUNTY LANDFILL		
186306	FEBRUARY 2025 LANDFILL CHARGES	64,649.25
	<b>VENDOR TOTAL:</b>	<b>64,649.25</b>
2303-WESTERN WASTE SOLUTIONS INC		
186434	RECYCLING	6,550.00
186435	3 YARD DUMPSTER	97.00
186436	RECYCLING	6,660.00
186437	3 YARD DUMPSTER	97.00
	<b>VENDOR TOTAL:</b>	<b>13,404.00</b>
	<b>DIVISION TOTAL:</b>	<b>78,130.90</b>
	<b>DEPARTMENT TOTAL:</b>	<b>78,130.90</b>
	<b>FUND TOTAL:</b>	<b>78,130.90</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
2594-BOMGAARS SUPPLY			
	186387	PARTS	159.99
		<b>VENDOR TOTAL:</b>	<b>159.99</b>
1197-BORDER STATES ELECTRIC			
	186330	PARTS	309.72
		<b>VENDOR TOTAL:</b>	<b>309.72</b>
2561-BURLINGTON NORTHERN SANTA FE			
	186420	LAND LEASE	1,444.24
		<b>VENDOR TOTAL:</b>	<b>1,444.24</b>
4864-EDI MENDOZA			
	186443	CONCRETE REPAIRS	17,655.00
	186444	CONCRETE REPAIRS	26,710.00
		<b>VENDOR TOTAL:</b>	<b>44,365.00</b>
5073-ENERFLEX ENERGY SYSTEMS, INC			
	186423	GENERATOR REPAIRS	11,931.91
		<b>VENDOR TOTAL:</b>	<b>11,931.91</b>
1792-ENERGY LABORATORIES INC			
	186307	TESTING	69.00
	186308	TESTING	69.00
	186309	TESTING	88.00
	186310	TESTING	38.00
	186318	TESTING	51.60
	186319	TESTING	34.50
	186321	TESTING	578.70
	186322	D/DBP SAMPLES Q1	1,152.00
		<b>VENDOR TOTAL:</b>	<b>2,080.80</b>
1892-FRANDSON SAFETY INC			
	186418	MULTI-GAS MONITOR CALIBRATION	60.00
		<b>VENDOR TOTAL:</b>	<b>60.00</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



	Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>			
<b>70-UTILITIES</b>			
<b>73-WATER</b>			
4895-HD SUPPLY INC			
	186329	CHEMICALS	1,174.70
	186386	CHEMICALS	193.15
		<b>VENDOR TOTAL:</b>	<b>1,367.85</b>
1450-HDR ENGINEERING INC			
	186535	30" MADISION TRANSMISSION LINE	33,641.25
	186550	PUMP STATION #1 UPGRADES - DES	67,260.00
		<b>VENDOR TOTAL:</b>	<b>100,901.25</b>
1589-HOT IRON			
	186331	METER PIT REPAIRS ON 4J	1,230.00
	186415	REMOVE OLD PS#1 BLENDING LINE TO BUTLER SPAETH	41,889.72
	186416	REPAIR WATER LEAK ON BUTLER SPAETH	31,271.95
		<b>VENDOR TOTAL:</b>	<b>74,391.67</b>
2958-LINE FINDERS, LLC			
	186421	HYDROVAC	980.00
	186422	HYDROVAC	1,531.25
		<b>VENDOR TOTAL:</b>	<b>2,511.25</b>
4460-MATCOR, INC			
	186445	CATHODIC PROTECTION TESTING	6,600.00
		<b>VENDOR TOTAL:</b>	<b>6,600.00</b>
1312-MORRISON MAIERLE INC			
	186534	FOX PARK WATER MONITORING STAT	596.25
		<b>VENDOR TOTAL:</b>	<b>596.25</b>
1897-ONE CALL OF WYOMING COPR			
	186513	ONE-CALL OF WYOMING	48.75
		<b>VENDOR TOTAL:</b>	<b>48.75</b>
3929-PURVIS INDUSTRIES, LLC			
	186419	AIRLINE WELL SUPPLIES	484.02
		<b>VENDOR TOTAL:</b>	<b>484.02</b>

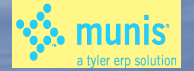
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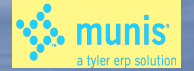
	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	186300	DONKEY CREEK PUMP STATION GEN	6,114.46
	186301	PINE RIDGE GENERATOR CORD REEL	804.87
		<b>VENDOR TOTAL:</b>	<b>6,919.33</b>
1802-SIMON CONTRACTORS			
	186385	ROAD BASE	842.00
	186407	ROAD BASE	1,676.70
		<b>VENDOR TOTAL:</b>	<b>2,518.70</b>
3033-WBI ENERGY CORROSION SERVICES			
	186622	UNIVERSAL RECTIFIERS	10,585.00
		<b>VENDOR TOTAL:</b>	<b>10,585.00</b>
2385-WYOMING MACHINERY CO			
	186404	RETURN PARTS	-134.94
		<b>VENDOR TOTAL:</b>	<b>-134.94</b>
		<b>DIVISION TOTAL:</b>	<b>267,140.79</b>
77-SWIMMING POOL			
5098-ELIFEGUARD, INC.			
	186591	WATER * CITY POOL * GREG	883.02
		<b>VENDOR TOTAL:</b>	<b>883.02</b>
		<b>DIVISION TOTAL:</b>	<b>883.02</b>
		<b>DEPARTMENT TOTAL:</b>	<b>268,023.81</b>
		<b>FUND TOTAL:</b>	<b>268,023.81</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1029-AIR TECH INC			
	186399	FIX WESTOVER SUBSTATION HEATER	231.76
		<b>VENDOR TOTAL:</b>	<b>231.76</b>
1519-CRUM ELECTRIC SUPPLY COMPANY			
	186586	YOUNGSTOWN LEATHER WORK GLOVES - NO SUBSTITUTES	1,749.32
	186587	GREENLEE DIGITAL VOLTAGE INDICATOR	1,390.74
		<b>VENDOR TOTAL:</b>	<b>3,140.06</b>
1264-MCM GENERAL CONTRACTORS			
	186506	ANNUAL TRENCHING AND BORING AG	53,669.53
	186508	ANNUAL TRENCHING AND BORING AG	5,332.00
	186510	ANNUAL TRENCHING AND BORING AG	6,988.75
	186512	ANNUAL TRENCHING AND BORING AG	5,253.00
		<b>VENDOR TOTAL:</b>	<b>71,243.28</b>
1897-ONE CALL OF WYOMING COPR			
	186513	ONE-CALL OF WYOMING	48.85
		<b>VENDOR TOTAL:</b>	<b>48.85</b>
1958-PCA ENGINEERING INC			
	186560	PROFESSIONAL SURVEYING & EASEM	805.10
	186561	PROFESSIONAL SURVEYING & EASEM	522.70
		<b>VENDOR TOTAL:</b>	<b>1,327.80</b>
3396-SD MYERS, LLC			
	186517	TRANSFORMER OIL ANNUAL TESTING	49.00
		<b>VENDOR TOTAL:</b>	<b>49.00</b>
2198-STUART C. IRBY CO			
	186515	RUBBER GOODS MAINTENANCE	692.58
	186516	RUBBER GOODS MAINTENANCE	1,138.44
		<b>VENDOR TOTAL:</b>	<b>1,831.02</b>
		<b>DIVISION TOTAL:</b>	<b>77,871.77</b>
		<b>DEPARTMENT TOTAL:</b>	<b>77,871.77</b>
		<b>FUND TOTAL:</b>	<b>77,871.77</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



Invoice Number	Invoice Description	Amount
<b>505-SEWER FUND</b>		
<b>70-UTILITIES</b>		
<b>75-SEWER</b>		
1040-ALSCO		
186287	UNIFORM CLEANING	145.82
186295	UNIFORM CLEANING	147.18
	<b>VENDOR TOTAL:</b>	<b>293.00</b>
3894-CAMPBELL COUNTY LANDFILL		
186296	FEBRUARY 2025 WW LANDFILL CHARGES	705.75
	<b>VENDOR TOTAL:</b>	<b>705.75</b>
3893-CRITICAL FACILITIES TECHNOLOGY		
186585	SCADA * TRON	6,569.00
	<b>VENDOR TOTAL:</b>	<b>6,569.00</b>
1450-HDR ENGINEERING INC		
186542	WWTP PHASE II PROJECTS	16,072.50
186544	WWTF HEADWORKS IMPROVEMENTS PR	48,384.39
	<b>VENDOR TOTAL:</b>	<b>64,456.89</b>
1897-ONE CALL OF WYOMING COPR		
186513	ONE-CALL OF WYOMING	48.75
	<b>VENDOR TOTAL:</b>	<b>48.75</b>
4997-PVS DX INC		
186297	CHEMICALS	14,620.28
	<b>VENDOR TOTAL:</b>	<b>14,620.28</b>
4898-RADWELL INTERNATIONAL LLC		
186611	REPAIR OF ALLEN BRADLEY PROCESSOR	2,444.15
	<b>VENDOR TOTAL:</b>	<b>2,444.15</b>
2217-SULZER EMS INC		
186617	ACTUATOR ARM	3,919.52
	<b>VENDOR TOTAL:</b>	<b>3,919.52</b>
	<b>DIVISION TOTAL:</b>	<b>93,057.34</b>
	<b>DEPARTMENT TOTAL:</b>	<b>93,057.34</b>
	<b>FUND TOTAL:</b>	<b>93,057.34</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



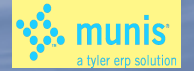
Invoice Number		Invoice Description	Amount
506-FIBER FUND			
70-UTILITIES			
78-FIBER			
1264-MCM GENERAL CONTRACTORS			
186509		ANNUAL TRENCHING AND BORING AG	580.00
186511		ANNUAL TRENCHING AND BORING AG	806.50
VENDOR TOTAL:			1,386.50
DIVISION TOTAL:			1,386.50
DEPARTMENT TOTAL:			1,386.50
FUND TOTAL:			1,386.50

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1040-ALSCO			
	186279	RUG CLEANING	42.89
	186281	RUG CLEANING	57.75
	186288	RUG CLEANING	57.75
		<b>VENDOR TOTAL:</b>	<b>158.39</b>
4434-MANPOWER US INC			
	186342	TEMP HELP AT CITY WEST	406.44
		<b>VENDOR TOTAL:</b>	<b>406.44</b>
1511-NORCO INC			
	186448	HEATED VEHICLE STORAGE SAFETY SUPPLIES	96.28
		<b>VENDOR TOTAL:</b>	<b>96.28</b>
		<b>DIVISION TOTAL:</b>	<b>661.11</b>
		<b>DEPARTMENT TOTAL:</b>	<b>661.11</b>
		<b>FUND TOTAL:</b>	<b>661.11</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
186566	ELECTRICAL INVENTORY	33,148.62
186567	ELECTRICAL INVENTORY	1,016.00
186568	ELECTRICAL INVENTORY	540.00
186569	ELECTRICAL INVENTORY	1,712.25
186570	ELECTRICAL INVENTORY	292.50
186571	ELECTRICAL INVENTORY	861.50
	<b>VENDOR TOTAL:</b>	<b>37,570.87</b>
1574-DANA KEPNER COMPANY INC		
186588	WATER INVENTORY	2,062.50
	<b>VENDOR TOTAL:</b>	<b>2,062.50</b>
1422-GILLETTE CONTRACTORS SUPPLY INC		
186576	ELECTRICAL INVENTORY (WATER REQUESTED FOR TRUCKS)	129.90
186577	WATER INVENTORY	290.79
186579	WATER INVENTORY	81.07
186580	WATER INVENTORY	3,571.36
186582	WATER INVENTORY	404.81
186583	WATER INVENTORY	2,614.02
186584	WATER INVENTORY	82.07
	<b>VENDOR TOTAL:</b>	<b>7,174.02</b>
1424-MUNICIPAL TREATMENT EQUIPMENT		
186599	WATER INVENTORY	158.61
	<b>VENDOR TOTAL:</b>	<b>158.61</b>
1479-NEWMAN SIGNS INC		
186600	TRAFFIC SAFETY INVENTORY	10,129.37
186601	TRAFFIC INVENTORY	1,003.97
	<b>VENDOR TOTAL:</b>	<b>11,133.34</b>
1511-NORCO INC		
186602	ELECTRICAL INVENTORY	81.00
186603	ELECTRICAL INVENTORY	100.14

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1511-NORCO INC			
	186604	ELECTRICAL INVENTORY	521.07
	186606	ELECTRICAL INVENTORY	19.04
		<b>VENDOR TOTAL:</b>	<b>721.25</b>
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO			
	186618	WATER INVENTORY	61.41
	186619	WATER INVENTORY	29.88
	186620	ELECTRICAL INVENTORY	23.45
	186621	ELECTRICAL INVENTORY	249.94
		<b>VENDOR TOTAL:</b>	<b>364.68</b>
		<b>DIVISION TOTAL:</b>	<b>59,185.27</b>
		<b>DEPARTMENT TOTAL:</b>	<b>59,185.27</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	186283	RUG CLEANING	28.69
	186293	RUG CLEANING	28.69
VENDOR TOTAL:			57.38
DIVISION TOTAL:			57.38
DEPARTMENT TOTAL:			57.38
FUND TOTAL:			59,242.65

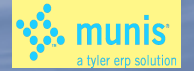
# Expenditure Approval Report

## Check Approval Date of 03/18/2025



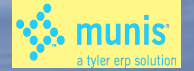
Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
4213-BEAR COMMUNICATIONS INC		
186575	VM INVENTORY	1,744.00
	<b>VENDOR TOTAL:</b>	<b>1,744.00</b>
1575-HOMAX OIL		
186594	VM INVENTORY	385.80
186595	VM INVENTORY	403.85
	<b>VENDOR TOTAL:</b>	<b>789.65</b>
5050-HUGHES FIRE EQUIPMENT, INC.		
186596	VM INVENTORY	99.18
	<b>VENDOR TOTAL:</b>	<b>99.18</b>
3398-JACK'S TRUCK CENTER INC		
186592	VM INVENTORY	97.62
	<b>VENDOR TOTAL:</b>	<b>97.62</b>
5078-PARTSONE LLC		
186607	VM INVENTORY	22.44
186608	VM INVENTORY	64.44
186609	VM INVENTORY	107.76
	<b>VENDOR TOTAL:</b>	<b>194.64</b>
2190-SPENCER FLUID POWER		
186613	VM INVENTORY	329.99
186614	VM INVENTORY	92.87
	<b>VENDOR TOTAL:</b>	<b>422.86</b>
1976-STOTZ EQUIPMENT		
186616	VM INVENTORY	674.50
	<b>VENDOR TOTAL:</b>	<b>674.50</b>
	<b>DIVISION TOTAL:</b>	<b>4,022.45</b>
	<b>DEPARTMENT TOTAL:</b>	<b>4,022.45</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



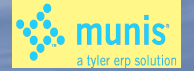
Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
3622-ABSOLUTE AUTO, LLC		
186375	PARTS	29.00
186376	PARTS	56.11
	<b>VENDOR TOTAL:</b>	<b>85.11</b>
1040-ALSCO		
186292	UNIFORM CLEANING	104.96
186302	CREDIT FOR OVERPAYMENT	-12.00
	<b>VENDOR TOTAL:</b>	<b>92.96</b>
4213-BEAR COMMUNICATIONS INC		
186469	PARTS	290.00
	<b>VENDOR TOTAL:</b>	<b>290.00</b>
1167-BIG HORN TIRE INC		
186476	TIRES	886.72
186477	TIRE REPAIR	73.00
186478	TIRES	1,921.92
186479	TIRES	3,854.96
	<b>VENDOR TOTAL:</b>	<b>6,736.60</b>
1171-BIGHORN HYDRAULICS INC		
186480	PARTS	105.90
186481	PARTS	128.67
	<b>VENDOR TOTAL:</b>	<b>234.57</b>
1178-BJ NELSON/NELSON AUTO GLASS		
186470	WINDSHIELD REPAIRS	85.00
	<b>VENDOR TOTAL:</b>	<b>85.00</b>
4292-CAR-KNACK INC		
186472	REMOVE WATER DEPOSITS & SPRAY WAX	500.00
	<b>VENDOR TOTAL:</b>	<b>500.00</b>
2677-CENTRAL TRUCK & DIESEL INC		
186381	PARTS	205.72
186382	PARTS	1,467.33

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



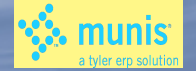
Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
2677-CENTRAL TRUCK & DIESEL INC		
186482	PARTS	213.21
	<b>VENDOR TOTAL:</b>	<b>1,886.26</b>
2645-GREINER MOTOR COMPANY		
186367	PARTS	289.10
186368	CORE DEPOSIT	-20.00
186369	PARTS	96.15
186370	PARTS	267.37
186371	PARTS	130.99
186372	PARTS	104.65
186373	PARTS	104.65
	<b>VENDOR TOTAL:</b>	<b>972.91</b>
5093-INTERSTATE POWER SYSTEMS INC		
186465	REPAIRS	746.27
	<b>VENDOR TOTAL:</b>	<b>746.27</b>
3398-JACK'S TRUCK CENTER INC		
186360	PARTS	124.79
186361	PARTS	376.18
186362	PARTS	236.09
186363	PARTS	94.02
186364	PARTS	1,167.17
186365	PARTS	705.24
186366	PARTS	497.60
186483	PARTS	293.88
186484	PARTS	60.15
186485	PARTS	94.82
186486	PARTS	172.05
	<b>VENDOR TOTAL:</b>	<b>3,821.99</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
55555-MISC EMPLOYEE VENDOR			
186490	FY24/25 3RD QTR TOOL ALLOWANCE		224.16
186491	FY24/25 3RD QTR TOOL ALLOWANCE		300.00
186492	FY24/25 3RD QTR TOOL ALLOWANCE		300.00
186493	FY24/25 3RD QTR TOOL ALLOWANCE		300.00
186494	FY24/25 3RD QTR TOOL ALLOWANCE		300.00
186495	FY24/25 3RD QTR TOOL ALLOWANCE		300.00
186496	FY24/25 3RD QTR TOOL ALLOWANCE		300.00
		VENDOR TOTAL:	2,024.16
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC			
186378	TESTING		20.95
186379	TESTING		55.95
186466	TESTING		20.95
186467	TESTING		55.95
		VENDOR TOTAL:	153.80
1511-NORCO INC			
186380	PARTS		177.77
186449	CREDIT - PAID WRONG VENDOR		-422.00
186474	CYLINDER RENT		38.64
186475	PARTS		816.89
		VENDOR TOTAL:	611.30
5078-PARTSONE LLC			
186343	PARTS		77.78
186344	PARTS		3.29
186345	PARTS		60.80
186346	PARTS		151.85
186347	PARTS		362.95
186348	PARTS		11.49
186349	PARTS		153.86
186350	PARTS		6.98

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
5078-PARTSONE LLC		
186351	PARTS	230.00
186352	PARTS	139.98
186353	CORE DEPOSIT	-18.00
186354	PARTS	27.96
186355	PARTS	66.59
186356	PARTS	60.65
186357	PARTS	167.78
186358	PARTS	25.21
186359	PARTS	288.92
186458	parts	312.84
186459	PARTS	495.92
186460	PARTS	10.80
186461	PARTS	53.01
186462	PARTS	22.49
186463	PARTS	22.49
186464	PARTS	279.96
	<b>VENDOR TOTAL:</b>	<b>3,015.60</b>
1976-STOTZ EQUIPMENT		
186377	PARTS	184.17
	<b>VENDOR TOTAL:</b>	<b>184.17</b>
2315-THUNDER BASIN FORD LLC		
186374	REPAIRS	142.60
	<b>VENDOR TOTAL:</b>	<b>142.60</b>
4454-TORGERSON'S, LLC		
186473	PARTS	208.30
	<b>VENDOR TOTAL:</b>	<b>208.30</b>
2309-WHITE'S FRONTIER MOTORS		
186468	REPAIRS	725.97
	<b>VENDOR TOTAL:</b>	<b>725.97</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
2385-WYOMING MACHINERY CO		
186403	RETURN PARTS	-28.15
186405	PARTS	431.88
186406	PARTS	198.96
	<b>VENDOR TOTAL:</b>	<b>602.69</b>
	<b>DIVISION TOTAL:</b>	<b>23,120.26</b>
<b>37-VEHICLE REPLACEMENT</b>		
4026-ENERGY CHAIN & SLING LLC		
186471	PARTS	358.30
	<b>VENDOR TOTAL:</b>	<b>358.30</b>
5081-MOHAWK LIFTS, LLC		
186598	VEHICLE MAINTENANCE * WHEEL BALANCER *	13,138.01
	<b>VENDOR TOTAL:</b>	<b>13,138.01</b>
5078-PARTSONE LLC		
186457	PARTS	3.86
	<b>VENDOR TOTAL:</b>	<b>3.86</b>
	<b>DIVISION TOTAL:</b>	<b>13,500.17</b>
	<b>DEPARTMENT TOTAL:</b>	<b>36,620.43</b>
	<b>FUND TOTAL:</b>	<b>40,642.88</b>

**Expenditure Approval Report**  
**Check Approval Date of 03/18/2025**



	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1606-DELL MARKETING LP			
	186589	REPLACEMENT LAPTOP	1,945.27
		VENDOR TOTAL:	1,945.27
		DIVISION TOTAL:	1,945.27
		DEPARTMENT TOTAL:	1,945.27
		FUND TOTAL:	1,945.27
		GRAND TOTAL:	1,532,107.42

# Expenditure Approval Report

## Check Approval Date of 02/27/2025



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>40-POLICE DEPARTMENT</b>		
<b>40-PD ADMINISTRATION</b>		
3379-BLACK HILLS ENERGY		
185486	NATURAL GAS - 528 EXCHANGE AVE	288.40
	<b>VENDOR TOTAL:</b>	<b>288.40</b>
	<b>DIVISION TOTAL:</b>	<b>288.40</b>
<b>45-ANIMAL SHELTER</b>		
3379-BLACK HILLS ENERGY		
185487	NATURAL GAS - 950 WARLOW-ANIMAL SHELTER	1,097.33
	<b>VENDOR TOTAL:</b>	<b>1,097.33</b>
	<b>DIVISION TOTAL:</b>	<b>1,097.33</b>
	<b>DEPARTMENT TOTAL:</b>	<b>1,385.73</b>

**Expenditure Approval Report**  
**Check Approval Date of 02/27/2025**



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>33-CITY HALL BUILDING MAINTENANCE</b>		
3379-BLACK HILLS ENERGY		
185488	NATURAL GAS - 950 W WARLOW DR	329.24
185489	NATURAL GAS - 808 W WARLOW DR	629.64
185490	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS BLVD	6,087.12
	<b>VENDOR TOTAL:</b>	<b>7,046.00</b>
	<b>DIVISION TOTAL:</b>	<b>7,046.00</b>
<b>51-PARKS</b>		
3379-BLACK HILLS ENERGY		
185491	NATURAL GAS - 2909 S DOUGLAS HWY	460.14
	<b>VENDOR TOTAL:</b>	<b>460.14</b>
	<b>DIVISION TOTAL:</b>	<b>460.14</b>
<b>54-STREETS</b>		
3379-BLACK HILLS ENERGY		
185492	NATURAL GAS - 800 N BURMA AVE BLD 414	867.01
	<b>VENDOR TOTAL:</b>	<b>867.01</b>
	<b>DIVISION TOTAL:</b>	<b>867.01</b>
	<b>DEPARTMENT TOTAL:</b>	<b>8,373.15</b>
	<b>FUND TOTAL:</b>	<b>9,758.88</b>

# Expenditure Approval Report

## Check Approval Date of 02/27/2025



Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>		
<b>70-UTILITIES</b>		
<b>73-WATER</b>		
3379-BLACK HILLS ENERGY		
185490	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS BLVD	202.13
185493	NATURAL GAS - 200 ROCK RD GEN	46.11
185494	NATURAL GAS - 816 W WARLOW DR	1,286.67
185501	NATURAL GAS - LAKEWAY, DOUD, EXCHANGE	254.82
	<b>VENDOR TOTAL:</b>	<b>1,789.73</b>
	<b>DIVISION TOTAL:</b>	<b>1,789.73</b>
<b>77-SWIMMING POOL</b>		
3379-BLACK HILLS ENERGY		
185495	NATURAL GAS - 909 S GILLETTE AVE	401.66
	<b>VENDOR TOTAL:</b>	<b>401.66</b>
	<b>DIVISION TOTAL:</b>	<b>401.66</b>
	<b>DEPARTMENT TOTAL:</b>	<b>2,191.39</b>
	<b>FUND TOTAL:</b>	<b>2,191.39</b>

**Expenditure Approval Report**  
**Check Approval Date of 02/27/2025**



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
3379-BLACK HILLS ENERGY			
	185496	NATURAL GAS - 940 W WARLOW DR	328.43
		VENDOR TOTAL:	328.43
		DIVISION TOTAL:	328.43
		DEPARTMENT TOTAL:	328.43
		FUND TOTAL:	328.43

**Expenditure Approval Report**  
**Check Approval Date of 02/27/2025**



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
3379-BLACK HILLS ENERGY			
185497		NATURAL GAS - 4520 UNIVERSITY RD	48.58
185498		NATURAL GAS - 1700 PLUM CRK	37.25
185499		NATURAL GAS - 3101 S GARNER LAKE RD	14,908.54
185500		NATURAL GAS - 2881 S GARNER LAKE RD	43.56
		<b>VENDOR TOTAL:</b>	<b>15,037.93</b>
		<b>DIVISION TOTAL:</b>	<b>15,037.93</b>
		<b>DEPARTMENT TOTAL:</b>	<b>15,037.93</b>
		<b>FUND TOTAL:</b>	<b>15,037.93</b>

# Expenditure Approval Report

## Check Approval Date of 02/27/2025



	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
3379-BLACK HILLS ENERGY			
	185501	NATURAL GAS - LAKEWAY, DOUD, EXCHANGE	403.52
	185502	NATURAL GAS - 611 N EXCHANGE AVE 22	3,834.94
	185503	NATURAL GAS - 561 COMMERCIAL DR	1,346.97
	185504	NATURAL GAS - 624 COMMERCIAL DR	10,105.11
		<b>VENDOR TOTAL:</b>	<b>15,690.54</b>
		<b>DIVISION TOTAL:</b>	<b>15,690.54</b>
		<b>DEPARTMENT TOTAL:</b>	<b>15,690.54</b>
		<b>FUND TOTAL:</b>	<b>15,690.54</b>

# Expenditure Approval Report

## Check Approval Date of 02/27/2025



	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
3379-BLACK HILLS ENERGY			
	185505	NATURAL GAS - 800 BURMA AVE	1,132.09
		VENDOR TOTAL:	1,132.09
		DIVISION TOTAL:	1,132.09
		DEPARTMENT TOTAL:	1,132.09
		FUND TOTAL:	1,132.09

# Expenditure Approval Report

## Check Approval Date of 02/27/2025



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2432-WYOMING DEPT OF TRANSPORTATION			
	185731	NEW LICENSE PLATES	40.00
		VENDOR TOTAL:	40.00
		DIVISION TOTAL:	40.00
		DEPARTMENT TOTAL:	40.00
		FUND TOTAL:	40.00
		GRAND TOTAL:	44,179.26

Expenditure Approval Report  
Check Approval Date of 03/05/2025



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2364-WWQ & PCA ASSOC		
185784	2025 MEMBERSHIPS	480.00
	VENDOR TOTAL:	480.00
	DIVISION TOTAL:	480.00
	DEPARTMENT TOTAL:	480.00
	FUND TOTAL:	480.00

Expenditure Approval Report  
Check Approval Date of 03/05/2025



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
2364-WWQ & PCA ASSOC			
185784		2025 MEMBERSHIPS	480.00
		VENDOR TOTAL:	480.00
		DIVISION TOTAL:	480.00
		DEPARTMENT TOTAL:	480.00
		FUND TOTAL:	480.00

**Expenditure Approval Report**  
**Check Approval Date of 03/05/2025**



Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
37-VEHICLE REPLACEMENT			
3398-JACK'S TRUCK CENTER INC			
185785		TANDEM AXLE DUMP TRUCK, BODY, SANDER, PLOW, ETC	246,680.00
		VENDOR TOTAL:	246,680.00
		DIVISION TOTAL:	246,680.00
		DEPARTMENT TOTAL:	246,680.00
		FUND TOTAL:	246,680.00
		GRAND TOTAL:	247,640.00

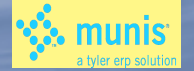
Expenditure Approval Report  
Check Approval Date of 02/27/2025



Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
1349-CAMPBELL COUNTY HOSPITAL DISTRICT		
185779	DECEMBER 2024 WELLNESS	3,325.00
185781	JANUARY 2025 WELLNESS	4,580.00
	VENDOR TOTAL:	7,905.00
	DIVISION TOTAL:	7,905.00
	DEPARTMENT TOTAL:	7,905.00
	FUND TOTAL:	7,905.00
	GRAND TOTAL:	7,905.00

# Expenditure Approval Report

## Check Approval Date of 02/28/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	186312	WEEKLY CLAIMS	4,727.43
		<b>VENDOR TOTAL:</b>	<b>4,727.43</b>
3960-MII LIFE INSURANCE, INCORPORATED			
	186311	WEEKLY CLAIMS	456.00
		<b>VENDOR TOTAL:</b>	<b>456.00</b>
		<b>DIVISION TOTAL:</b>	<b>5,183.43</b>
		<b>DEPARTMENT TOTAL:</b>	<b>5,183.43</b>
		<b>FUND TOTAL:</b>	<b>5,183.43</b>

# Expenditure Approval Report

## Check Approval Date of 02/28/2025



Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
186313	DRUG COSTS, WEEKLY CLAIMS, COTIVITI	108,287.00
	VENDOR TOTAL:	108,287.00
	DIVISION TOTAL:	108,287.00
	DEPARTMENT TOTAL:	108,287.00
	FUND TOTAL:	108,287.00
	GRAND TOTAL:	113,470.43

# Expenditure Approval Report

## Check Approval Date of 03/10/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	186498	WEEKLY CLAIMS	4,600.92
	186499	WEEKLY CLAIMS	884.88
		<b>VENDOR TOTAL:</b>	<b>5,485.80</b>
2672-UMB BANK			
	186500	JANUARY 2025 P-CARDS	86,364.63
		<b>VENDOR TOTAL:</b>	<b>86,364.63</b>
2435-WYOMING STATE			
	186502	FEBRUARY 2025 SALES AND USE TAX	6.25
		<b>VENDOR TOTAL:</b>	<b>6.25</b>
		<b>DIVISION TOTAL:</b>	<b>91,856.68</b>
		<b>DEPARTMENT TOTAL:</b>	<b>91,856.68</b>
		<b>FUND TOTAL:</b>	<b>91,856.68</b>

Expenditure Approval Report  
Check Approval Date of 03/10/2025



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
186502		FEBRUARY 2025 SALES AND USE TAX	146,837.20
		VENDOR TOTAL:	146,837.20
		DIVISION TOTAL:	146,837.20
		DEPARTMENT TOTAL:	146,837.20

# Expenditure Approval Report

## Check Approval Date of 03/10/2025



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2697-BLACK HILLS WYOMING LLC			
	186497	MARCH 2025 CTII GROUND LEASE	4,505.36
		<b>VENDOR TOTAL:</b>	<b>4,505.36</b>
2365-WYODAK RESOURCES DEVELOPMENT CORP			
	186501	MARCH 2025 WYGEN III GROUND LEASE	45,396.56
		<b>VENDOR TOTAL:</b>	<b>45,396.56</b>
		<b>DIVISION TOTAL:</b>	<b>49,901.92</b>
		<b>DEPARTMENT TOTAL:</b>	<b>49,901.92</b>
		<b>FUND TOTAL:</b>	<b>196,739.12</b>

Expenditure Approval Report  
Check Approval Date of 03/10/2025



Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
186502	FEBRUARY 2025 SALES AND USE TAX	8.50
	VENDOR TOTAL:	8.50
	DIVISION TOTAL:	8.50
	DEPARTMENT TOTAL:	8.50
	FUND TOTAL:	8.50

# Expenditure Approval Report

## Check Approval Date of 03/10/2025



	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	186503	FEBRUARY 2025 ADMIN FEES AND STOP/LOSS	101,759.13
	186504	PRESCRIPTION DRUG COSTS, WEEKLY CLAIMS, COTIVITI	73,227.83
		<b>VENDOR TOTAL:</b>	<b>174,986.96</b>
5051-HEALTHEQUITY, INC.			
	186505	MAY 2025 ADMIN FEES	221.00
		<b>VENDOR TOTAL:</b>	<b>221.00</b>
		<b>DIVISION TOTAL:</b>	<b>175,207.96</b>
		<b>DEPARTMENT TOTAL:</b>	<b>175,207.96</b>
		<b>FUND TOTAL:</b>	<b>175,207.96</b>
		<b>GRAND TOTAL:</b>	<b>463,812.26</b>

# Expenditure Approval Report

## Check Approval Date of 01/31/2025



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>10-ADMINISTRATION</b>		
<b>01-MAYOR &amp; COUNCIL</b>		
66666-MISC P-CARD VENDOR		
185856	LIGHTING CONTEST PRIZE GIFTCARDS	1,239.75
185857	ORIENTATION FOR NEW CITY COUNCIL MEMBERS - LUNCH	117.95
185907	NEW COUNCILMEMBERS RECEPTION - REFRESHMENTS	36.96
186017	TRAVEL RETURN CHANGES - BWXT TRIP - MAYOR LUNDVALL	20.99
186018	MAYOR LUNDVALL - BWXT - RETURN TRIP CHANGE CHARGES	810.40
186068	APPRECIATION: STREETS DEPT.	63.00
186139	COUNCIL MEETING - EXECUTIVE SESSION	109.19
186159	PHOTO PRINTS - NEW COUNCILMEMBERS CLARY & SMITH	32.68
186194	WAM WINTER CONFERENCE - LUNCH - COLE, CARSRUD, CLA	75.60
186207	WAM WINTER CONFERENCE - HOTEL - NATHAN MCLELAND	278.00
186208	WAM WINTER CONFERENCE - HOTEL - HEIDI GROSS	278.00
186227	WAM WINTER WORKSHOP - HOTEL - TIM CARSRUD	328.00
186228	WAM WINTER CONFERENCE - HOTEL - CHRIS SMITH	278.00
186229	WAM WINTER CONFERENCE - HOTEL - JACK CLARY	282.00
	<b>VENDOR TOTAL:</b>	<b>3,950.52</b>
	<b>DIVISION TOTAL:</b>	<b>3,950.52</b>
<b>02-ADMINISTRATION</b>		
1334-CASPER STAR TRIBUNE		
185891	SUBSCRIPTION	30.99
	<b>VENDOR TOTAL:</b>	<b>30.99</b>
66666-MISC P-CARD VENDOR		
185990	MEETING EXPENSE	183.44
186019	MIKE COLE - BWXT TRIP - RETURN DATE CHANGE CHARGE	128.66
186209	WAM WINTER CONFERENCE - HOTEL - MIKE COLE	276.00
	<b>VENDOR TOTAL:</b>	<b>588.10</b>
	<b>DIVISION TOTAL:</b>	<b>619.09</b>
<b>04-SPECIAL PROJECTS</b>		
66666-MISC P-CARD VENDOR		
185801	4TE*CULLIGAN OF GILLETTE water	54.00

# Expenditure Approval Report

## Check Approval Date of 01/31/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
66666-MISC P-CARD VENDOR			
	185842	UTILITIES DEPT HOLIDAY LUNCHEON DOOR PRIZES	50.00
	186203	AMAZON MKTPL*ZC4WV1WB2 wellness area 59	16.98
	186204	AMAZON MKTPL*ZG33M2AG1 wellness area 59	78.93
		<b>VENDOR TOTAL:</b>	<b>199.91</b>
		<b>DIVISION TOTAL:</b>	<b>199.91</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,769.52</b>

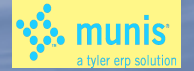
# Expenditure Approval Report

## Check Approval Date of 01/31/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
66666-MISC P-CARD VENDOR			
	185980	OFFICE SUPPLIES FILE FOLDERS, PENS, AIR DUSTER, ST	68.49
	186147	IMLA MEMBERSHIP SEAN BROWN	535.00
		<b>VENDOR TOTAL:</b>	<b>603.49</b>
		<b>DIVISION TOTAL:</b>	<b>603.49</b>
		<b>DEPARTMENT TOTAL:</b>	<b>603.49</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>20-HUMAN RESOURCES</b>			
<b>20-HUMAN RESOURCES</b>			
66666-MISC P-CARD VENDOR			
	185848	IN *INNOVATIVE CREDIT PD Credit Report	50.00
	185938	CAMPBELL COUNTY PUBLIC LA Deposit for training day	87.50
	185984	AMZN Mktg US*ZD9VY3LS1 PHONE EXPANSION MODULES	299.98
	185995	IN *SMITH PSYCHOLOGICAL S PD Evaluation	400.00
	185996	GILLETTE NEWS RECORD subscription	75.00
	186085	ALBERTSONS #0067 food for training day	46.03
	186122	EZCATER*SMILING MOOSE Lunch for training day	71.87
	186179	IN *SMITH PSYCHOLOGICAL S PD evaluation	400.00
		<b>VENDOR TOTAL:</b>	<b>1,430.38</b>
		<b>DIVISION TOTAL:</b>	<b>1,430.38</b>
<b>21-SAFETY</b>			
66666-MISC P-CARD VENDOR			
	186045	FMCSA D&A CLEARINGHOUSE DOT	125.00
		<b>VENDOR TOTAL:</b>	<b>125.00</b>
		<b>DIVISION TOTAL:</b>	<b>125.00</b>
		<b>DEPARTMENT TOTAL:</b>	<b>1,555.38</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



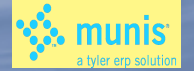
Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>25-FINANCE</b>		
<b>25-FINANCE</b>		
66666-MISC P-CARD VENDOR		
186242	FORMS FULFILLMENT CENTER 1099 NEC	232.47
	<b>VENDOR TOTAL:</b>	<b>232.47</b>
	<b>DIVISION TOTAL:</b>	<b>232.47</b>
<b>26-CUSTOMER SERVICE</b>		
66666-MISC P-CARD VENDOR		
186093	OFFICE DEPOT #2635 OFFICE CHAIR AND CART	580.41
186097	MENARDS GILLETTE WY SUPPLIES	15.97
	<b>VENDOR TOTAL:</b>	<b>596.38</b>
	<b>DIVISION TOTAL:</b>	<b>596.38</b>
<b>34-INFORMATION TECHNOLOGY</b>		
66666-MISC P-CARD VENDOR		
185820	AMAZON RETA* ZP88D6CC0 REPLACEMENT KEYBOARD MOUSE	205.59
185940	MICROSOFT#G074082956 GILLETTE COLLEGE OFFICE OF EC	1,108.80
185944	MENARDS GILLETTE WY HUMIDIFIER AND SUPPLIES FOR DA	180.49
185952	QDOBA 2748 GIS MEETING	195.00
185972	ZOHO CORP CREDIT FOR MANAGE ENGINE SERVER LICENSE	-362.25
185982	AMAZON RETA* ZD76152W0 HEADSETS FOR ANIMAL CONTROL	109.95
186020	GLOBALKNOWLEDGE.COM VMWARE CLASS	4,625.00
186092	AMAZON MKTPL*Z57406750 NETWORK CARD	144.99
186096	AMAZON MKTPL*ZG6S98UM2 DISPLAY PORT CABLE AND PROJ	65.93
186127	THE HOME DEPOT #6005 WALL PLATES AND CAT5 JACKS	14.93
186133	AMAZON RETA* ZC5FT83Q2 HARD DRIVE DUPLICATOR ERASO	346.09
186167	BT *SOLARTOWN REPLACEMENT BATTERIES FOR GPS RE	923.98
186211	AMAZON MKTPL*ZC11O77M2 HARD DRIVE RAID CABLE	14.84
186238	FLIR-SF-USA DRONE THERMAL IMAGING CLASS	2,300.00
	<b>VENDOR TOTAL:</b>	<b>9,873.34</b>
	<b>DIVISION TOTAL:</b>	<b>9,873.34</b>
	<b>DEPARTMENT TOTAL:</b>	<b>10,702.19</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



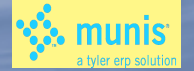
Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
4463-CALLAN S BROTHERS			
	186130	B3 K9 TRAINING - K9 LEASH FOR NEW K9	23.00
		<b>VENDOR TOTAL:</b>	<b>23.00</b>
66666-MISC P-CARD VENDOR			
	185796	HOLIDAY INN EXPRESS & SU - ROESNER / STUBER TRAVEL	179.06
	185797	MCDONALD'S F34851 - ROESNER / STUBER TRAVEL	19.49
	185810	BUC-EE'S #60 - STUBER TRAVEL	11.06
	185817	ICM*InstantCheckmate.com - DETECTIVE APP FOR DECEM	35.12
	185834	BEARS NATURALLY CLEAN - DECEMBER DRY CLEANING	421.55
	185841	ANIMAL MEDICAL CENTER OF - K9 BRUNO CARE	209.64
	185853	USPS PO 5738000483 - PKG TO CRIME LAB	10.90
	185864	SQ *NATIONAL TACTICAL OFF - NTOA MEMBERSHIP - WEIN	50.00
	185871	WYOMING ASSOCIATION OF SH - WASCOPI DUES	500.00
	185899	MURF.AI - AI TEXT TO VOICE FOR TRAINING VIDEOS	396.00
	185901	VOIANCE LLC - INTERPRETATION SERVICES	51.89
	185913	SQ *FIXIN' STITCHES - PATCHES ON UNIFORMS	20.00
	185957	NATW NATW.ORG - NATW MEMBERSHIP	35.00
	186031	DRURY INN COLUMBIA - DILLARD TRAVEL - NEW K9 DOG	124.27
	186032	Whiskey Creek Grille - DILLARD TRAVEL FOR NEW K9	41.03
	186033	LONGHORN STEAK 0125154 - DILLARD TRAVEL FOR NEW K9	38.64
	186036	IN *WYOMING WATER SOLUTIO - WATER FOR PD & ACO	157.50
	186054	PICKETTS FAMILY RESTAURAN - DILLARD TRAVEL FOR NEW	11.01
	186095	OUTBACK #5010 - DOMINGO TRAVEL FOR SUBPOENA	38.00
	186110	DITTYS - DILLARD TRAVEL FOR NEW K9	48.21
	186111	KUM&GO 0615R ELK POIN - DILLARD TRAVEL FOR NEW K9	45.49
	186112	TEXAS ROADHOUSE #2334 - DILLARD TRAVEL FOR NEW K9	24.32
	186113	TRACTOR SUPPLY #773 - NEW K9 DOG SUPPLIES	14.15
	186114	TRACTOR SUPPLY #773 - NEW K9 DOG SUPPLIES	23.97
	186115	CONOCO - WALL AUTO LIVERY - DILLARD TRAVEL FOR NEW	60.09
	186119	AED SUPERSTORE - AED SUPPLIES	2,495.19

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>40-POLICE DEPARTMENT</b>			
<b>40-PD ADMINISTRATION</b>			
66666-MISC P-CARD VENDOR			
	186131	HAMPTON INN & SUITES - DILLARD TRAVEL FOR NEW K9	124.71
	186172	DONS SUPERMARKET #9 INC - K9 SUPPLIES	4.28
	186191	AMAZON MKTPL*ZC58188T2 - SAFETY VESTS FOR PATROL	137.90
	186192	IN *L.O.C.T. ASSOCIATES - TRUJILLO TRAINING	1,326.28
	186214	360TRAINING.COM - TRUJILLO TRAINING	499.00
	186225	AMAZON MKTPL*ZC8RR1742 - WILCOX & WELLS PHONE CASE	52.48
	186245	MEADOWLARK COUNSELING - PD COUNSELING	300.00
		<b>VENDOR TOTAL:</b>	<b>7,506.23</b>
		<b>DIVISION TOTAL:</b>	<b>7,529.23</b>
<b>41-DISPATCH</b>			
66666-MISC P-CARD VENDOR			
	185970	OFFICE DEPOT #2635 - PD OFFICE CHAIR	299.99
	185983	AMAZON MKTPL*ZD9111AF1 - DISPATCH KEYBOARDS	128.90
	186035	VIRTUAL ACADEMY - DISPATCH TRAINING	649.00
	186124	AMAZON MKTPL*ZG6FE1QW2 - DISPATCH SUPPLIES	85.73
	186231	AMAZON MKTPL*ZG5BK6GY1 - DISPATCH SUPPLIES	116.25
		<b>VENDOR TOTAL:</b>	<b>1,279.87</b>
		<b>DIVISION TOTAL:</b>	<b>1,279.87</b>
<b>42-VOCA/VAWA</b>			
66666-MISC P-CARD VENDOR			
	185843	WM SUPERCENTER #1485 - EMERGENCY FINANCIAL FOR VIC	74.88
	185852	EXXON CC 124 - EMERGENCY FINANCIAL FOR VICTIM SERV	50.00
	186055	WYNDHAM - EMERGENCY FINANCIAL FOR VICTIM SERVICES	79.00
	186243	WM SUPERCENTER #1485 - EMERGENCY FINANCIAL FOR VIC	84.88
		<b>VENDOR TOTAL:</b>	<b>288.76</b>
		<b>DIVISION TOTAL:</b>	<b>288.76</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



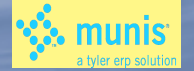
Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
44-ANIMAL CONTROL			
66666-MISC P-CARD VENDOR			
185812	UNITED	0164459731382 - CHECKED BAG FOR ERIKA	35.00
185813	UNITED	0164459731381 - CHECKED BAG FOR BROOKE	35.00
185815	UNITED	0162446153887 - AIRFARE FOR ERIKA & BR	654.88
185836	SQ	*THAT EMBROIDERY PLACE - ANIMAL SHELTER UNIFORM	14.00
185963	WAL-MART #1485	- OFFICE SUPPLIES	21.72
185992	NATIONAL BAND AND TAG COM	- PET TAGS	517.12
VENDOR TOTAL:			1,277.72
DIVISION TOTAL:			1,277.72
45-ANIMAL SHELTER			
66666-MISC P-CARD VENDOR			
185811	WEDGEWOOD PHARMACY	- ANIMAL MEDS FROM GRANT FUNDS	52.68
185814	UNITED	0162446153888 - AIRFARE FOR ERIKA & BR	654.88
185837	SQ	*BUTTON VETERINARY SER - SPAY & NEUTER / RABIES	180.00
185846	RED HILLS VETERINARY HOSP	- SPAY & NEUTER / RABIES	90.00
185880	RED HILLS VETERINARY HOSP	- SPAY & NEUTER / RABIES	65.00
185881	RED HILLS VETERINARY HOSP	- SPAY & NEUTER / RABIES	174.00
185882	ANIMAL MEDICAL CENTER OF	- RABIES	90.00
185883	ANIMAL MEDICAL CENTER OF	- SPAY & NEUTER / RABIES	178.00
185915	WM SUPERCENTER #1485	- OFFICE SUPPLIES	59.98
185916	ANIMAL MEDICAL CENTER OF	- SPAY & NEUTER / RABIES	84.00
185932	RED HILLS VETERINARY HOSP	- SPAY & NEUTER / RABIES	259.55
185959	RED HILLS VETERINARY HOSP	- SPAY & NEUTER / RABIES	354.35
185987	RED HILLS VETERINARY HOSP	- SPAY & NEUTER / RABIES	117.72
186038	AMAZON MKTPL*ZG39C0342	- LEASHES FROM GRANT FUNDS	48.98
186061	RED HILLS VETERINARY HOSP	- SPAY & NEUTER / RABIES	90.00
186062	ANIMAL MEDICAL CENTER OF	- RABIES	40.00
186063	ANIMAL MEDICAL CENTER OF	- RABIES	10.00
186064	PETCO 2419	- ANIMAL CARE	48.66
186081	MWI ANIMAL HEALTH	- ANIMAL MEDS FROM GRANT FUNDS	306.18

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
45-ANIMAL SHELTER			
66666-MISC P-CARD VENDOR			
	186125	PETCO 2419 - ANIMAL CARE	16.99
	186126	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	226.00
	186132	AMAZON MKTPL*ZG7HP0LS0 - CATS SUPPLIES FROM DONATI	99.96
	186151	PETCO 2419 - ANIMAL CARE	10.98
	186170	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIE	142.00
	186197	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	153.00
	186226	MWI ANIMAL HEALTH - ANIMAL CARE / GRANT FUNDS	87.34
		<b>VENDOR TOTAL:</b>	<b>3,640.25</b>
2163-ZOETIS INC			
	185854	ZOETIS INC - DONATIONS FOR ANIMAL SUPPLIES	354.00
		<b>VENDOR TOTAL:</b>	<b>354.00</b>
		<b>DIVISION TOTAL:</b>	<b>3,994.25</b>
		<b>DEPARTMENT TOTAL:</b>	<b>14,369.83</b>

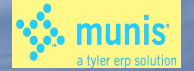
**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>33-CITY HALL BUILDING MAINTENANCE</b>		
66666-MISC P-CARD VENDOR		
185991	3RD FLOOR DRINKING FOUNTAIN REPAIRS	119.95
186053	COAT RACKS CH CS/PD	59.93
186196	COVER OLD DUCT WITH PLASTIC COVER	109.00
	<b>VENDOR TOTAL:</b>	<b>288.88</b>
	<b>DIVISION TOTAL:</b>	<b>288.88</b>
<b>50-PUBLIC WORKS ADMIN</b>		
66666-MISC P-CARD VENDOR		
186129	BUDGET SUPPLIES	88.84
	<b>VENDOR TOTAL:</b>	<b>88.84</b>
	<b>DIVISION TOTAL:</b>	<b>88.84</b>
<b>51-PARKS</b>		
66666-MISC P-CARD VENDOR		
185808	PICKLE BALL PADDLES	45.27
185809	PAINTERS TAPE FOR ECSC SCOREBOOTH	14.54
185838	TOILET BRUSH FOR FIRE STATION	6.99
185839	PAINT MARKDERS/ DRY ERASE/ USB CABLE	42.97
185861	JACK STAND/ LIFTING JACK FOR THE FIRE STATION	163.98
185872	TRIM FOR SCOREBOOTH 1	10.16
185873	TRIM FOR SCOREBOOTHS	10.16
185874	SMALL NAILS FOR ECSC SCOREBOOTHS	3.22
185879	SUPPLIES FOR REPAIRS ON UNIT #70	16.48
185929	GRINDING WHEEL FOR MOWERS	11.97
185960	TRIM FOR SCORE BOOTHS 1 & 2	35.56
186066	KEY TAGS	17.82
186075	TAX WAS LEFT ON REFUNDED BACK CARD	-409.48
186076	MOWING	409.48
186089	DALBEY SHOP TOOLS	28.93
186101	GREASE GUN/ GRINDER FOR MOWING CREW	397.97
186121	SPACE HEATER FOR SPLASH PAD BATHROOM	34.99

# Expenditure Approval Report

## Check Approval Date of 01/31/2025



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>51-PARKS</b>		
66666-MISC P-CARD VENDOR		
186143	FOOD, PESTICIDE CLASS	8.09
186144	FOOD, PESTICIDE CLASS	43.77
186148	REPAIR PARTS FOR ECSC RESTROOM HEATER	53.95
186149	LUNCH FOR SHELBY GATLIN & ASHELY MEANS	13.09
186150	DINNER FOR SHELBY GATLIN & ASHLEY MEANS	80.40
186160	ANTIFREEZE WINTERIZE LL RR'S	14.95
186175	NATIONAL RECREATIONS & PARKS ASSOC DUES	180.00
186176	INTERNATIONAL SOCIETY OF ARBORICULTURE	209.00
186188	HOTEL FOR PESTICIDE CLASS	104.00
	<b>VENDOR TOTAL:</b>	<b>1,548.26</b>
	<b>DIVISION TOTAL:</b>	<b>1,548.26</b>
<b>53-FORESTRY</b>		
66666-MISC P-CARD VENDOR		
186059	CDL TEST	47.25
186246	CLASSES TO MAINTAIN LICENSE	75.00
	<b>VENDOR TOTAL:</b>	<b>122.25</b>
	<b>DIVISION TOTAL:</b>	<b>122.25</b>
<b>54-STREETS</b>		
66666-MISC P-CARD VENDOR		
185799	THE HOME DEPOT #6005	3.98
185862	SAFETY BOOTS	200.00
185896	PARTS FOR BRINE SYSTEM	62.12
185897	PARTS FOR BRINE SYSTEM	22.78
185939	-30 DEGREE WINDSHIELD WASHER FLUID/ RAIN X FOR PLO	132.48
186065	CDL EXAM	47.25
186140	FOOD FOR PESTICIDE APPLICATOR TRAINING	18.50
186180	FOOD FOR PETICIDE APPLICATOR RE-CERTIFICATION	20.40
186210	FOOD FOR PESTICIDE APPLICATION RE-CERTIFICATION	45.32
186223	SUPPLIES FOR 250156 PICKUP	34.18

# Expenditure Approval Report

## Check Approval Date of 01/31/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
66666-MISC P-CARD VENDOR			
	186234	ROOM FOR PESTICIDE APPLICATOR RE-CERTIFICATION	312.00
		VENDOR TOTAL:	899.01
		DIVISION TOTAL:	899.01
		DEPARTMENT TOTAL:	2,947.24

# Expenditure Approval Report

## Check Approval Date of 01/31/2025



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>60-ENGINEERING &amp; DEV SERVICES</b>		
<b>60-ENGINEERING</b>		
66666-MISC P-CARD VENDOR		
185823	SD CONCRETE CONFERENCE - KERWIN B.	200.00
185936	WES CONVENTION - MATT O.	500.00
186079	WES CONVENTION - JOE S.	500.00
	<b>VENDOR TOTAL:</b>	<b>1,200.00</b>
	<b>DIVISION TOTAL:</b>	<b>1,200.00</b>
<b>62-TRAFFIC SAFETY</b>		
66666-MISC P-CARD VENDOR		
186003	OFFICE SUPPLIES - COFFEE POT	49.00
186183	SIGNAL TECH LEVEL 2 CERTIFICATE CLASS AND TEST	550.00
186236	RAILROAD ST. PORTABLE SIGN BASE	383.97
	<b>VENDOR TOTAL:</b>	<b>982.97</b>
	<b>DIVISION TOTAL:</b>	<b>982.97</b>
<b>63-PLANNING</b>		
66666-MISC P-CARD VENDOR		
185933	REFUND-SHIPPING CHARGE	-1.68
185934	REFUND-SHIPPING CHARGE	-5.31
185935	CALENDARS - MARGARET	32.17
185981	OFFICE SUPPLIES - CODE BOOK DIVIDERS	38.78
185999	OFFICE SUPPLIES - MARKER BOARD SUPPLIES	22.93
186034	REFUND (TAX) - OFFICE SUPPLIES-MARKER BOARD SUPPLI	-0.66
186091	APA NAT'L PL CONFERENCE - MEREDITH D.	785.00
186177	APA NAT'L CONFERENCE - SHANNON	933.00
186178	APA MEMBER DUES	120.09
	<b>VENDOR TOTAL:</b>	<b>1,924.32</b>
	<b>DIVISION TOTAL:</b>	<b>1,924.32</b>

# Expenditure Approval Report

## Check Approval Date of 01/31/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
64-CODE COMPLIANCE			
66666-MISC P-CARD VENDOR			
	186116	CODE COMPLIANCE PAPER	21.59
		VENDOR TOTAL:	21.59
		DIVISION TOTAL:	21.59
		DEPARTMENT TOTAL:	4,128.88

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>65-PUBLIC AFFAIRS DEPARTMENT</b>		
<b>03-PUBLIC ACCESS</b>		
66666-MISC P-CARD VENDOR		
185900	REPLACEMENT BACKDROP	94.40
186232	CLAMPS FOR BACKDROP	12.45
186244	HEADSET REPLACEMENT	216.29
	<b>VENDOR TOTAL:</b>	<b>323.14</b>
	<b>DIVISION TOTAL:</b>	<b>323.14</b>
<b>31-CITY CLERK/PRINT SHOP</b>		
66666-MISC P-CARD VENDOR		
185832	POSTAGE	500.00
186108	ACCT STATEMENT DECEMBER-JANUARY	48.74
186146	CLERK IIMC MEMBERSHIP	235.00
186166	POSTAGE	500.00
186190	DEPUTY CLERK IIMC MEMBERSHIP	135.00
186193	FLAT RATE ENVELOPE POSTAGE	31.40
	<b>VENDOR TOTAL:</b>	<b>1,450.14</b>
	<b>DIVISION TOTAL:</b>	<b>1,450.14</b>
<b>32-JUDICIAL</b>		
66666-MISC P-CARD VENDOR		
185893	OFFICE SUPPLIES: 2025 CALENDAR	13.98
185964	OFFICE SUPPLIES: FILE FOLDERS	207.94
185965	OFFICE SUPPLIES: FILE FOLDERS	15.68
186001	B&H PHOTO 800-606-6969 DESKTOP PRINTER FOR ZWIRN	319.00
186058	B&H PHOTO 800-606-6969 REPLACEMENT PRINTER FOR ZWI	699.00
186152	TYLER CONFERENCE REGISTRATION	1,199.00
	<b>VENDOR TOTAL:</b>	<b>2,454.60</b>
	<b>DIVISION TOTAL:</b>	<b>2,454.60</b>
	<b>DEPARTMENT TOTAL:</b>	<b>4,227.88</b>
	<b>FUND TOTAL:</b>	<b>43,304.41</b>

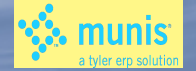
**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



Invoice Number		Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
66666-MISC P-CARD VENDOR			
185865		FOX RIDGE ENCLOSURE	484.04
185866		FOX RIDGE WALL MOUNT ENCLOSURE	550.22
185867		FOX RIDGE PANELS/MATERIAL	1,078.13
185868		FOX RIDGE WALL MOUNT ENCLOSURE	498.16
185869		FOX RIDGE 120 15A PLGON	7.93
185870		FOX RIDGE HINGE COVER BOX	164.39
185884		WAT - MADISON M15	1,256.96
185885		WAT - MADISON M15	292.74
185887		WAT - MADISON M15	1,048.38
185888		WAT - MADISON M15	184.79
186043		WAT - AMERICAN RD CB	707.87
		<b>VENDOR TOTAL:</b>	<b>6,273.61</b>
		<b>DIVISION TOTAL:</b>	<b>6,273.61</b>
		<b>DEPARTMENT TOTAL:</b>	<b>6,273.61</b>
		<b>FUND TOTAL:</b>	<b>6,273.61</b>

# Expenditure Approval Report

## Check Approval Date of 01/31/2025



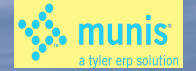
Invoice Number	Invoice Description	Amount
<b>501-UTILITIES ADMINISTRATION FUND</b>		
<b>70-UTILITIES</b>		
<b>70-UTILITIES ADMINISTRATION</b>		
66666-MISC P-CARD VENDOR		
185863	2025 WEEKLY PLANNER/CALENDAR	19.63
185953	2025 WALL CALENDAR (UTILITIES LOBBY)	17.58
186052	SERVICE CHARGE (12.15.24 TO 01.15.25)	37.49
	<b>VENDOR TOTAL:</b>	<b>74.70</b>
	<b>DIVISION TOTAL:</b>	<b>74.70</b>
<b>71-ELECTRICAL ENGINEERING</b>		
66666-MISC P-CARD VENDOR		
185807	OFFICEMATE WALL FILES	26.75
185833	WALL FILES	43.96
185898	OFFICE MATE WALL FILE (RETURN)	-26.75
186029	SAFETY WORK BOOTS	176.39
186030	FR WORK PANTS	224.98
186094	NECK GAITER	37.79
	<b>VENDOR TOTAL:</b>	<b>483.12</b>
	<b>DIVISION TOTAL:</b>	<b>483.12</b>
<b>76-SCADA</b>		
66666-MISC P-CARD VENDOR		
185949	BORDER STATES INDUSTRIES - LABEL MAKER LABELS	112.08
186024	WYOMING WORK WAREHOUSE - BOOTS	200.00
186073	HARBOR FREIGHT TOOLS3046 - STAINELSS ZIP TIES FOR	9.98
186074	HARBOR FREIGHT TOOLS3046 - TRUCK 180 EXTENSION COR	36.98
186098	AMAZON MKTPL*Z50HB4KA0 - STAINLESS LABEL MAKER SUP	49.96
186154	PRESCRIPTION SAFETY GLASSES	300.00
	<b>VENDOR TOTAL:</b>	<b>709.00</b>
	<b>DIVISION TOTAL:</b>	<b>709.00</b>
	<b>DEPARTMENT TOTAL:</b>	<b>1,266.82</b>
	<b>FUND TOTAL:</b>	<b>1,266.82</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



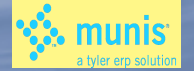
Invoice Number		Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
66666-MISC P-CARD VENDOR			
186000		B&H PHOTO 800-606-6969 SOLID WASTE IPAD VEHICLE MO	265.47
186042		B&H PHOTO 800-606-6969 SOLID WASTE IPAD VEHICLE MO	353.96
		<b>VENDOR TOTAL:</b>	<b>619.43</b>
		<b>DIVISION TOTAL:</b>	<b>619.43</b>
		<b>DEPARTMENT TOTAL:</b>	<b>619.43</b>
		<b>FUND TOTAL:</b>	<b>619.43</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
	185802	LODGING SERVICE FEE FOR RM AMPP CP SHORT COURSE &	17.99
	185803	LODGING FOR RM AMPP CP SHORT COURSE & RECTIFIER SC	809.20
	185804	RM AMPP CP SHORT COURSE & RECTIFIER SCHOOL REGISTR	710.00
	185816	CRUCIAL CONVERSATIONS BOOK	23.97
	185819	FENCE PARTS/TOOLS FOR FOX PARK MAIN BREAK	29.98
	185824	TRUCK STOCK	159.96
	185825	PAINT FOR 525 DOOR	112.62
	185826	2025 PLANNER (RETURN/REFUND)	-15.29
	185828	FILLED PROPANE BOTTLE FOR HEATERS	31.73
	185830	O'REILLY 1823 - 25SC05 PRDF Vault Lighting	188.98
	185835	WIRE FOR REPAIRING FENCE @ FOX PARK DIG	38.48
	185840	ANNUAL PLANNER REFILL	64.18
	185844	WELDER TIPS FOR PT WELDER	24.70
	185845	TRUCK 227 STOCK	64.88
	185847	TOOLS & SCREWS FOR TRUCK 33	15.25
	185875	PARTS TO INSTALL DOORSTOP @ SOFT 25	29.83
	185876	TOOL FOR DOOR @ SOFT 25	69.97
	185877	TRUCK 227 STOCK	317.02
	185878	TRUCK STOCK	97.94
	185886	WAT - REGIONAL MAINT, BATTERIES	120.55
	185889	PARTS TO HELP W/ LARG METER C/O'S	17.09
	185890	TUESTO SECURE LADDER TO TRUCK 33 ROOF RACK	7.98
	185894	D/DBP2 RULE COURSE FOR ELI (NEW REGIONAL SUPERVISO	208.00
	185904	LEAK DETECTION TABLETS FOR CS	201.74
	185909	REFUND FROM AWWA IMAGINE A DAY W/O WATER MATERIALS	-69.45
	185911	PIPE FASTAPE/PVC UNIONS	86.15
	185919	PARTS FOR TRUCK 33	28.53
	185920	HOFFMAN TYPE HOLE SEALS	207.02
	185931	PART FOR WELL ARV REPLACEMENTS	40.12

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
	185951	WELL & PS REPAIR FOR SAMPLE LINES AND PRESSURE LIN	174.51
	185967	COVERALLS	197.99
	185971	PS-1 VAULT STEPS INSTALL	114.44
	185973	SEAL WATER REPAIR PARTS	43.48
	185974	FH #3 PARTS	23.94
	185985	PARTS FOR PS-5	150.32
	185988	TORCH & MAP GAS FOR TRUCK 33	56.98
	185989	SAFETY TOE COLD WESTHER MUCK BOOTS	127.79
	185993	WINTER COLD GEAR	109.99
	186023	ENROLLMENT FOR TRAINING HOURS	75.00
	186025	CELL PHONE CHARGERS FOR ON-CALL PHONES	33.85
	186026	REPLACE SAFETY TOE MUCK BOOTS	170.99
	186039	TRUCK 231 SNOWMELT BUCKETS	12.56
	186040	DUSTER/BROOM (BLDG CLEANING SUPPLIES)	15.94
	186041	26" SNOW PUSHER	55.94
	186049	WORK BOOTS	160.19
	186057	MATERIAL FOR PS1 SPLASH PAD	211.36
	186070	ANNUAL MEMBERSHIP DUES FOR WATER UTILITY	2,592.00
	186082	CONCRETE FOR PS1 SPLASH PAD	59.52
	186083	TOW EQUIPMENT FOR 231	254.85
	186084	#1 DIESEL FOR DC2 HEATER	60.23
	186090	PROPANE FOR TRUCKS	74.85
	186103	DAILY PLANNER	36.15
	186104	DAILY PLANNER	32.89
	186105	AMPP MEMBERSHIP	188.00
	186107	TRUCK TOOL TO CHARGE BATTERIES AND RUN OTHER EQUIP	69.99
	186109	2025 PLANNER BUSINESS CARD PAGES/BRANDON LEMONS	21.98
	186123	SPLASH PAD @ PS1 WATERTIGHT TOOLS	49.79
	186136	RM AMPP SHORT COURSE & RECTIFIER SCHOOL (DINNER 1/	12.56

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



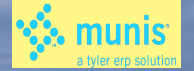
Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
	186141	BORDER STATES INDUSTRIES - S24 IT RECEPTACLE	9.51
	186145	ROOFING MATERIAL FOR RED HILLS BLDG	378.23
	186153	FITTING FOR SURGE MACHINE	12.00
	186161	STEAM MACHINE	5.44
	186162	STEAM MACHINE	14.44
	186163	RM AMPP CP SHORT COURSE & RECTIFIER SCHOOL (DINNER	54.05
	186173	GENERATOR CABLE CONNECTORS	733.30
	186184	RM AMPP CP SHORT COURSE & RECTIFIER SCHOOL (DINNER	26.28
	186185	RM AMPP CP SHORT COURSE & RECTIFIER SCHOOL (DINNER	43.78
	186186	RM AMPP CP SHORT COURSE & RECTIFIER SCHOOL (LUNCH	29.96
	186195	TORCH FOR THAWING SERVICE LINES	62.08
	186198	CDL SKILLS TEST/TIM RAMBO	87.76
	186202	NOZZLE FOR VAC TRAILER	122.00
	186216	CP CONNECTOR/ TRUCK STOCK	29.21
	186217	CP SUPPLIES	49.99
	186218	TRUCK STOCK	18.17
	186230	HAT EMBROIDERY	8.00
	186233	REBAR FOR METER PITS/ BUCKET & BITS FOR TRUCK 33	74.75
	186235	KATHLEEN PLACE MAIN BREAK	6.58
	186239	SAFETY GLASSES W/ SIDE SHIELDS PER CITY POLICY	300.00
	186241	2025 PLANNER BOOK RINGS/BRANDON LEMONS	5.24
		<b>VENDOR TOTAL:</b>	<b>10,897.97</b>
2038-POWDER RIVER POWER			
	185902	DIXON 2" FEMALE NPT ADAPTER	124.60
	186106	TRUCK TOOLS FOR AIRLINES/PRESSURE TEST/WELL SAVERS	288.18
	186138	SPECIAL FITTING TO ADAPT TO TEST PORT FOR TRANSDUC	121.38
	186189	WELL/PUMP STATION GAUGE REPLACEMENT	307.71
		<b>VENDOR TOTAL:</b>	<b>841.87</b>
		<b>DIVISION TOTAL:</b>	<b>11,739.84</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



Invoice Number	Invoice Description	Amount
503-WATER FUND		
	DEPARTMENT TOTAL:	11,739.84
	FUND TOTAL:	11,739.84

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



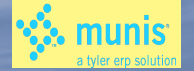
	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
	185798	AMI VC INSTALL	47.62
	185800	AMI VC INSTALL	140.76
	185818	AMI VC INSTALL	35.25
	185827	AMI VC INSTALL	4.88
	185831	NEW TIRE CONDUX PULLER	24.99
	185855	AMI VC INSTALL	112.78
	185906	HOT STICK BAGS	220.44
	185912	POSTAGE/PCB OIL SAMPLES	7.10
	185914	NITROGEN SYSTEM/SUBSTATION	4.39
	185921	AMI VC INSTALL	43.23
	185937	PLUMBING PARTS/TRANSFORMER OIL	39.11
	185941	CHAIN SAW CHAIN	34.98
	185943	LED BULB INSTALL	18.57
	185955	PLUMBING PARTS/TRANSFORMER OIL	5.41
	185956	PLUMBING PARTS/TRANSFORMER OIL	23.68
	185958	APPRENTICESHIP BOOKS/DEAKON WHITE	751.00
	185962	SNOW & ICE CLEATS	37.48
	185986	CHAIN SAW CHAIN	143.95
	185994	SECURITY CAMERA INSTALL	265.77
	186004	VEHICLE ICE SCRAPER	164.99
	186005	SECURITY CAMERA INSTALL	71.09
	186021	AMAZON MKTPL*ZG1T25Z22 PATCH CABLES FOR CAMERAS	244.14
	186037	F.R. WORK PANTS	293.96
	186044	TOOLS	60.97
	186056	REPLACEMENT PICKET FENCE/TREE TRIMMING	3.48
	186117	FR OVERALLS	314.99
	186118	PROPANE PORTABLE HEATERS	12.55
	186120	NITROGEN BOTTLE/SUBSTATION	172.47
	186157	SECURITY CAMERA INSTALL	157.20

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
186169		NITROGEN SYSTEM/SUBSTATION	66.18
186171		THE HOME DEPOT #6005 CABLING SUPPLIES FOR SUBSTATI	89.94
186174		STEEL TOE WINTER BOOTS	24.81
186222		STORAGE TOTES	49.94
186224		APPA SAFETY AWARD ENTRY FEE	50.00
186237		SECURITY CAMERA INSTALL	88.43
		<b>VENDOR TOTAL:</b>	<b>3,826.53</b>
		<b>DIVISION TOTAL:</b>	<b>3,826.53</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,826.53</b>
		<b>FUND TOTAL:</b>	<b>3,826.53</b>

**Expenditure Approval Report**  
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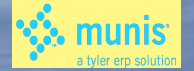
Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
66666-MISC P-CARD VENDOR			
	185821	CUTTING OIL	24.77
	185822	HOLE SAW BLDG 200	45.22
	185829	OFFICE DEPOT #1080 - HEADWORKS IFIX NODE MOUNT	36.19
	185849	INSERT A TEE	881.96
	185850	RUBBER FOR SKIRT	181.43
	185851	EXTINGUISHER REPAIR	38.48
	185858	INSERT-A-TEE	983.28
	185859	TUBING FOR UV	631.01
	185860	O-RINGS FOR SOLENOID ASSEMBLIES	5.84
	185892	WATER FILTERS FOR DRINKING FOUNTAIN	139.99
	185895	AMAZON MKTPLACE PMTS - AMAZON REFUND	-22.98
	185903	FERNCO COUPLINGS AND VALVES FOR DRYING BED	122.34
	185905	MAIN BREAKER FOR DIGESTER GRINDER	1,229.94
	185908	WW LEVEL 2 TEST	106.00
	185917	OFFICE SUPPLIES	10.99
	185918	SHOP TOWELS FOR TESTING BAR SCREENS	72.40
	185922	SHIP CAMERA FOR ANNUAL SERVICE	40.35
	185923	ORGANIZERS FOR TRAILER	46.94
	185927	HAMMER DRILL BITS/ SAWZALL BLADES	80.71
	185928	WASTE BIN FOR COG WWTF	163.88
	185930	CSU COURSE RETAKE	30.00
	185942	WW - BLDG 700 UPGRADE	76.70
	185945	SEWING AWL	19.99
	185946	CUPS FOR DRYING BEDS	135.70
	185947	EXTRA NEEDLES FOR STITCHING AWL	39.99
	185948	TELEDYNE INSTRUMENTS INC - HEADWORKS SAMPLER	1,026.00
	185966	NEW TOW ROPE	479.54
	185968	ICE CLEATS FOR SPENCER AND GARRETT	62.74
	185969	DISINFECTION, LAB PROCEDURES, AND MATH SACREMENTO	30.00

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
66666-MISC P-CARD VENDOR			
	185975	BOLTS FOR CENTRIFUGE SKIRT	44.99
	185976	THREAD FOR CENTRIFUGE SKIRT	14.01
	185977	PARTS FOR CENTRIFUGE SKIRT	124.30
	185978	BOLTS FOR CENTRIFUGE SKIRT	13.12
	186022	SACRAMENTO STATE SECONDARY TREATMENT COURSE	30.00
	186027	ANGLE IRON FOR CENTRIFUGE SKIRT	45.70
	186028	DRILL BITS FOR CENTRIFUGE SKIRT	67.95
	186048	PUMP AND SPOUT FOR OIL	55.98
	186051	WASTEWATER LEVEL 4 TEST	106.00
	186060	SNOWBLOWER SHEAR PIN RESTOCK	23.01
	186069	PHONE CASE FOR EMPLOYEE	23.98
	186071	TELEDYNE INSTRUMENTS INC - HEADWORKS SAMPLER	243.00
	186078	PARTS FOR CENTRIFUGE SKIRT	54.94
	186080	SCALE LICENSE/REGISTRATION	41.00
	186099	RENTAL CAR REFUND FROM RESCHEDULD CP1 CLASS TRIP	-282.51
	186100	SUPPLIES TO MOUNT TOW ROPES IN SHOP	23.72
	186128	AIRFARE REFUND FROM RESCHEDULED CP1 CLASS TRIP	-698.76
	186134	REPLACEMENT PART FOR AIR COMPRESSOR FOR WWTP	19.99
	186135	SUPPLIES FOR WWTP SHACK	182.53
	186142	BORDER STATES INDUSTRIES - WWTF AIR DRYER RECEPTAC	82.54
	186165	TARP FOR SKIRT	39.99
	186168	HEATERS FOR TECH CENTER LIFT STATION	79.98
	186181	FLEXIBLE COUPLING FOR C1601 INVENTORY	363.70
	186182	CHAIN OIL RESERVOIR	368.38
	186187	THERMOMETERS OR LIFT STATIONS	55.92
	186199	EXPANSION TANK REPLACEMENT FOR BOILER 1202 (BLD 12	1,152.99
	186200	FILTER BAGS FOR HOT WATER FILTER-HOUSING (BLD 1100	288.11
	186201	EXPLOSION PROOF HORN FOR SCREENING ROOM	1,157.96
	186212	GLOVE LINERS AND GLOVE CLIP	40.37

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
66666-MISC P-CARD VENDOR			
	186213	BOOT DRYER & METANE DETECTOR	136.97
	186220	AIRFARE FOR CP1 CLASS	747.09
	186221	PARTS FOR CENTRIFUGE SKIRT	53.88
	186240	WWTP LEVEL 1 TEST	106.00
		<b>VENDOR TOTAL:</b>	<b>11,526.23</b>
1697-NORTHWEST SCIENTIFIC INC			
	186155	LAB CHEMICALS	145.72
	186156	LAB SUPPLIES	298.04
		<b>VENDOR TOTAL:</b>	<b>443.76</b>
2038-POWDER RIVER POWER			
	186077	EXPANSION JOINT FOR JACKET PUMP	203.10
		<b>VENDOR TOTAL:</b>	<b>203.10</b>
		<b>DIVISION TOTAL:</b>	<b>12,173.09</b>
		<b>DEPARTMENT TOTAL:</b>	<b>12,173.09</b>
		<b>FUND TOTAL:</b>	<b>12,173.09</b>

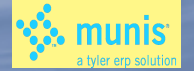
# Expenditure Approval Report

## Check Approval Date of 01/31/2025



	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
66666-MISC P-CARD VENDOR			
	185795	GILLETTE CONTRACTOR'S SU	56.95
	185954	NEW FUSES FOR HVS MAU'S	905.10
	185961	HVS REPLACEMENT MOTOR MAU #1	3,274.63
	186002	SALT BRINE SYSTEM PLUMBING PARTS	89.54
		<b>VENDOR TOTAL:</b>	<b>4,326.22</b>
		<b>DIVISION TOTAL:</b>	<b>4,326.22</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,326.22</b>
		<b>FUND TOTAL:</b>	<b>4,326.22</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
66666-MISC P-CARD VENDOR			
185805	SPF45 - FUEL PD 6	41.31	
185806	MAVERIK #5150 - FUEL PD 6	28.80	
185910	HEATED WINDSHEILD WIPERS	473.60	
185924	DIESEL FOR UNIT 80 IN CASPER	75.47	
185925	MAVERIK #391 - FUEL PD 55	26.13	
185926	MAVERIK #296 - FUEL PD 55	14.07	
185950	FOOD IN CASPER	16.00	
185979	PARTS FOR JUMP PACK	35.23	
185997	DISCOUNT FUELS - FUEL PD 43	40.07	
185998	BP#5801261TOTAL STOP - FUEL PD 43	53.08	
186006	FUEL FOR GENERATOR'S	150.00	
186007	FUEL FOR GENERATOR'S	150.00	
186008	FUEL FOR GENERATORS	150.00	
186009	FUEL FOR GENERATOR'S	150.00	
186010	FUEL FOR GENERATORS	150.00	
186011	FUEL FOR GENERATOR'S	150.00	
186012	FUEL FOR GENERATOR'S	150.00	
186013	FUEL FOR WATERS TRAILER/ GENERATORS	55.74	
186014	FUEL FOR GENERATOR'S	2.40	
186015	QT 236 - FUEL PD 43	52.49	
186016	PHILLIPS 66 - PETROMART 4 - FUEL PD 43	29.79	
186046	BP#8631996FIVESTAR 7616 - FUEL PD 43	46.87	
186047	SHELL OIL 57544157308 - FUEL PD 43	28.95	
186050	MAVERIK #296 - FUEL PD 59	40.00	
186067	FUEL FOR UNIT 16 IN CASPER COMING BACK FROM ALTEC	71.50	
186072	LOAF N JUG 0127 - FUEL PD 59	34.58	
186086	HAPPY HILLS GAS COFFEE - FUELD PD 43	47.24	
186087	SHELL OIL 10003719001 - FUEL PD 43	62.97	
186088	PHILLIPS 66 - 49 FASTLANE - FUEL PD 43	62.58	

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2025**



Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
66666-MISC P-CARD VENDOR		
186102	PARTS FOR UNIT 000027	110.04
186137	BIG D #18 - FUEL PD 59	35.01
186158	FUEL FOR 200215 IN CASPER	30.35
186164	WALL CALENDAR FOR EMPLOYEE VAC	24.49
186205	FUEL FOR 230224 IN CHEYENNE COUNCIL WARM TRIP	57.92
186206	FUEL FOR 200068 IN CASPER	20.00
186215	MATERIAL TO MAKE A TEMP WINDOW IN VENTRAC	128.99
186219	BIG D #18 - FUEL PD 59	39.01
	<b>VENDOR TOTAL:</b>	<b>2,834.68</b>
	<b>DIVISION TOTAL:</b>	<b>2,834.68</b>
	<b>DEPARTMENT TOTAL:</b>	<b>2,834.68</b>
	<b>FUND TOTAL:</b>	<b>2,834.68</b>
	<b>GRAND TOTAL:</b>	<b>86,364.63</b>



**CITY OF GILLETTE  
CITY COUNCIL**

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**DATE:**           **March 18, 2025**

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**TITLE:**

Paver Management Software Presentation

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director



**CITY OF GILLETTE  
CITY COUNCIL**

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**DATE:**           **March 18, 2025**

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**TITLE:**

City Pool Update

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director



**CITY OF GILLETTE  
CITY COUNCIL**

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**DATE:**           **March 18, 2025**

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**TITLE:**

Council Consideration of a Professional Services Agreement for Engineering Services Associated with the 2025 Pavement Management (PAVER) Update, with TR Consulting, LLC, in the Amount of \$67,000.00. (1% Project)

**SUGGESTED ACTION:**

I move for Approval of a Professional Services Agreement for Engineering Services Associated with the 2025 Pavement Management (PAVER) Update, with TR Consulting, LLC, in the Amount of \$67,000.00 (1% Project)

**PROJECT NUMBER:**

25EN30

**CASE BACKGROUND:**

In 2016, the City of Gillette implemented the use of the PAVER Pavement Management Software. The city retained a consultant to perform a pavement survey of the City's pavement network and to perform the initial setup of the software. A baseline Pavement Condition Index was calculated, and the City has been divided into three zones. Each year we resurvey 1/3 of the network, update the work histories, and recalculate the Pavement Condition Index. The annual surveys are used to calibrate the predicted pavement condition with the actual decline. This will improve the future prediction of pavement deterioration and provide information when selecting upcoming projects in the Capital Improvement Plan.

The summer of 2025 survey will be to resurvey Zone 1 which are the streets west of 4J/Enzi south of I-90 and streets west of Burma Avenue north of I-90. (See attached map).

**SCHEDULE:** Phase 1 (inspection) of the work will be completed before October 31st, 2025. Phase 2 (report) will be complete before December 31, 2025.

**FUNDING:** This agreement is fully funded with the 1% Optional Sales Tax Fund in the amount of \$77,000 in FY24-25.

**ACTUAL COST VS BUDGET:**

Actual Cost: \$67,000 ; Budget; \$77,000

**STAFF REFERENCE:**

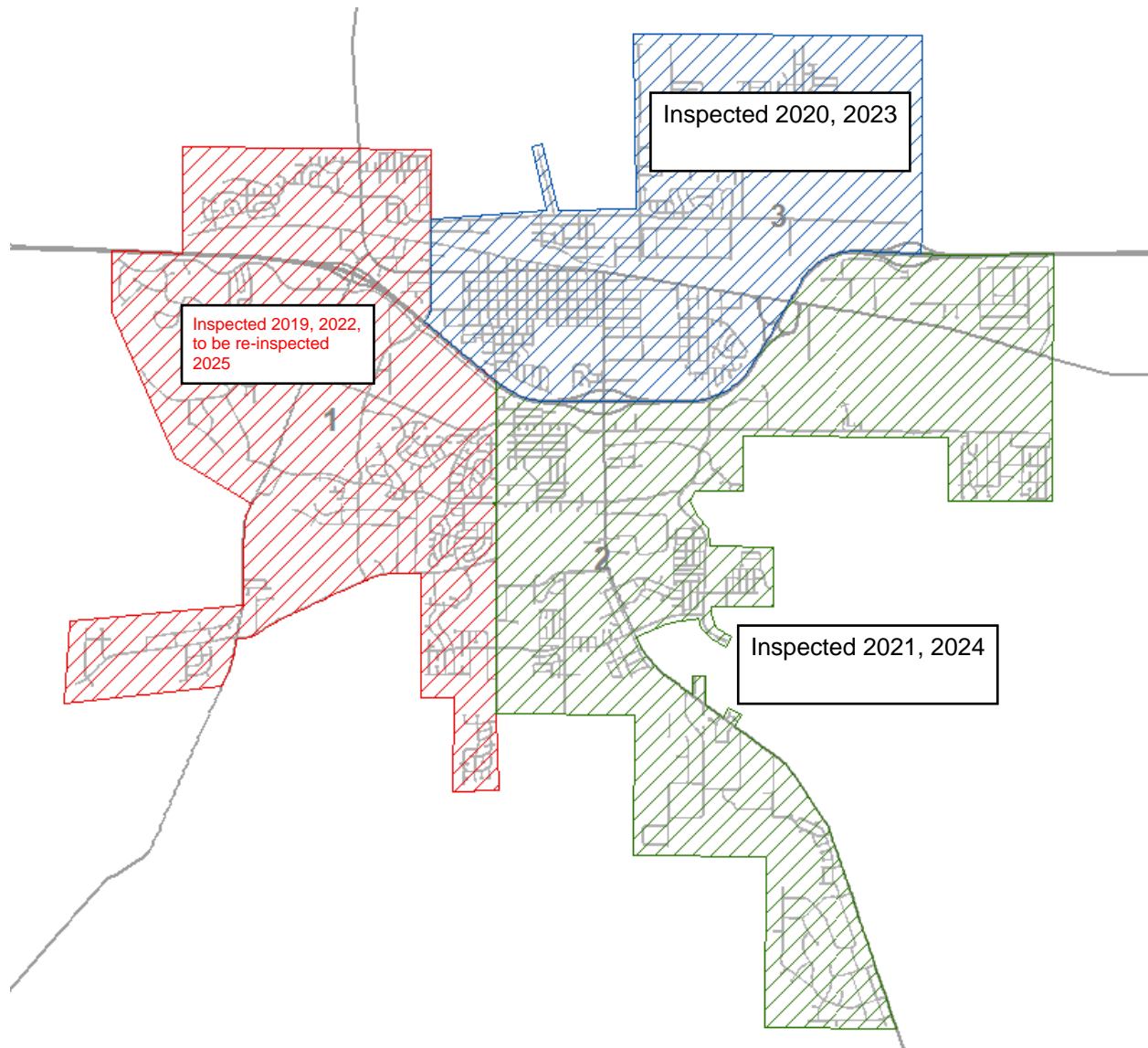
Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

[Zone Map Gillette PAVER Exhibit](#)

[COG Professional Services Agreement PAVER 2025](#)

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



Contract Number.: 25EN30**MASTER TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES**

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

Representatives: **CLIENT:** Joe Schoen, PE**TRCS:** Tyler Rossow, PE

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

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

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

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

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

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

Accepted for **Client:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted for **TRCS:**By: Title: Principal/OwnerDate: 02/17/2025Tax ID: 83-2393554

## TRCS STANDARD CONTRACT TERMS AND CONDITIONS

### SECTION 1 - SERVICES OF TRCS

#### A. Basic Services

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

#### B. Task Order Procedure

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

#### C. Schedule

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

#### D. Authorization to Proceed

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

#### E. Delay

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

#### F. Changes/Additional Services

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

### SECTION 2 - TERMS OF PAYMENT

#### G. Invoicing

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

#### H. Progress Payments

Invoices are due and payable within 45 calendar days of the date of the invoice. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Each payment obligation of Client is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by TRCS, the Agreement may be terminated by Client at the end of the period for which the funds are available. Client shall notify Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Client in the event this provision is exercised, and Client shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Client to terminate this Agreement to acquire similar services from another party.

### SECTION 3 - OBLIGATIONS OF CLIENT

#### I. Furnish Data

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

#### J. Representative

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

#### K. Timely Review

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

#### L. Reasonable Notice

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

#### M. Site Access

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

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

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

**O. Performance**

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

**P. Insurance**

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

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

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

**Q. Compliance with Laws**

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

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

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

**S. Termination / Suspension**

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

**T. Limits of Agreement**

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

**U. Accrual of Claims:**

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

**V. Applicability to Task Orders:**

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

**W. Severability and Survival**

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

**X. Waiver**

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

**Y. Applicable Law/Venue**

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

**Z. Dispute Resolution**

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

**AA. Force Majeure**

Neither party shall be liable for failure to perform under this Agreement or any Task Order if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**BB. No Third-Party Beneficiaries**

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

**CC. Successor, Assigns, and Beneficiaries**

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

**DD. Authority**

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

**EE. Governmental Immunity**

Client does not waive governmental immunity by entering into this Agreement or any Task Order and specifically retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement or any Task Order shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

(The remainder of this page is blank)

Contract Number.: 25EN30

**TASK ORDER**

Task Order No.: 1

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

Effective Date: \_\_\_\_\_

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated \_\_\_\_\_, 2025 between **City of Gillette (CLIENT)** and **TR Consulting Services LLC (TRCS)**.

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

**SCOPE OF WORK:**

*See attached Exhibit A*

**COMPENSATION:**

*See attached Exhibit B*

TRCS shall be reimbursed on a firm fixed fee basis for the overall cost of \$67,000.00 as shown in Exhibit B. TRCS shall invoice no more often than monthly for services provided in the prior month.

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

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

**City of Gillette**

**TR Consulting Services LLC**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Principal/Owner

Date: \_\_\_\_\_

Date: 02/17/2025

Fed. ID. No. 83-2393554

---

## **Exhibit A – Scope of Work**

**Task Order No.:** 1

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

**Issued under the authority of Professional Services Master Task Order Contract Number:** 25EN30

### **Scope of Services**

#### **General**

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

#### **Task 1. PAVER Update**

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

1.2. TR Consulting will make all PAVER Updates to the existing section and sample unit shapefiles in accordance with any work that has been completed. This will be done before inspecting in the field. All field inspection edits will be made after the inspection is complete

#### **Task 2. Work History Input**

2.1. The City will provide a list detailing 2024-2025 construction projects (the more detailed the list, the more detailed the input into PAVER). The consultant will organize the list and add necessary fields in order to properly input into PAVER. Each project will be mapped, so that parameters can be verified in the field.

#### **Task 3. Field Inspections**

3.1. TR Consulting will inspect all managed roadways within Zone 1. There are roughly 1150-1200 samples to inspect per zone. The number of inspected sample units per section will follow the ASTM 6433 standard. Additional sample units will be added when necessary to reflect the condition of the section. Tablets will be used in the field to enter inspection data and to pinpoint locations of inspected sample units. Two pictures of each sample units will be taken, along with a georeferenced point shapefile showing exactly where the picture was taken.

3.2. While inspecting Zone 1, the consultant will notate whether each section has crack sealing (if crack sealed, will specify condition of crack seal). This will help the Gillette with localized maintenance efforts.

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

#### Task 4. Field Adjustments Within PAVER

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

#### Task 5. Update Prediction Models

5.1. TR Consulting will use historical inspection data and all the collected inspection data from Zone 1 to update the already established Prediction Models. Also, the consultant will verify that all data is properly linked within the PAVER database.

#### Task 6. Condition Reports

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

6.2. Generate a PCI Condition Report that compares the 2022 inspection data to the 2025 inspection data. This table will also show the individual deterioration rate of each inventoried section.

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

### Period of Services

It is anticipated for all work to be completed in 2025. Consultant will communicate with Gillette, WY on scheduling the Field Inspections and the timeline for final deliverables.

### **Exhibit B – Compensation**

Task	Amount
<b>Phase 1</b>	
<b>Task 1: PAVER Update</b>	\$ 3,000
<b>Task 2: Work History Input</b>	\$ 3,500
<b>Task 3: Field Inspections</b>	\$ 48,000
<b>Task 4: Field Adjustment Within PAVER</b>	\$ 4,500
<b>Task 5: Update Prediction Models</b>	\$ 2,500
<b>Task 6: Condition Report</b>	\$ 5,500
<b>Total</b>	<b>\$ 67,000</b>

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

Title	Hourly Rate
<b>PAVER Training</b>	\$ 200.00
<b>Project Manager/ Pavement Engineer</b>	\$ 115.00
<b>Junior Pavement Engineer/ GIS Specialist</b>	\$ 95.00
<b>Engineering Tech/GIS Tech</b>	\$ 88.00



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:** March 18, 2025

---

**TITLE:**

Council Consideration of a Professional Services Agreement for the Construction Management Services Associated with the 640 Hwy 14-16 Sewer Reconstruction Project, with Morrison-Maierle, Inc, in the Amount of \$98,500.00. (1% Project)

**SUGGESTED ACTION:**

I move for Approval of a Professional Services Agreement for the Construction Management Services Associated with the 640 Hwy 14-16 Sewer Reconstruction Project, with Morrison-Maierle, Inc, in the Amount of \$98,500.00. (1% Project)

**PROJECT NUMBER:**

25EN02

**CASE BACKGROUND:**

The scope of this agreement is to provide Construction Management Services with the 640 N Hwy 14-16 Sewer Replacement Project. These services will include submittal and material review, full time daily inspection, administering daily reports and weekly meetings, reconciling and tracking of daily quantities, preparing monthly pay estimates and ensuring the project is completed per the plans and city specifications. As a review, the Project includes replacing an existing 8" sanitary sewer line along the north side of an existing building and goes under Hwy 14/16 (with a bore) 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 valves and fitting of the existing water main adjacent to the sewer main installation.

**SCHEDULE:** It is anticipated construction will begin mid-spring 2025 and be completed in the fall 2025.

**FUNDING:** This agreement is fully funded with the 1% Optional Sales Tax Fund from allocations in FY24-25.

**ACTUAL COST VS BUDGET:**

Actual Cost: \$98,500 ; Budget: \$100,000

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

[Aerial and Vicinity Sketch](#)

[640 N 14-16 Sewer Improvement CM Contract](#)

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

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## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER .....	1
1.01 Scope .....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General .....	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion .....	2
ARTICLE 4 – INVOICES AND PAYMENTS .....	2
4.01 Invoices.....	2
4.02 Payments .....	2
ARTICLE 5 – OPINIONS OF COST .....	3
5.01 Opinions of Probable Construction Cost .....	3
5.02 Reserved .....	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance .....	3
6.02 Design Without Construction Phase Services .....	5
6.03 Use of Documents .....	6
6.04 Electronic Transmittals.....	6
6.05 Insurance .....	7
6.06 Suspension and Termination .....	7
6.07 Controlling Law/Venue .....	9
6.08 Successors, Assigns, and Beneficiaries .....	9
6.09 Dispute Resolution .....	9
6.10 Environmental Condition of Site.....	10
6.11 Indemnification and Mutual Waiver .....	10
6.12 Records Retention .....	10
6.13 Miscellaneous Provisions .....	11
6.14 Force Majeure .....	11
ARTICLE 7 – DEFINITIONS.....	12
7.01 Defined Terms .....	12
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS .....	16
8.01 Exhibits Included: .....	16
8.02 Total Agreement.....	16
8.03 Designated Representatives .....	16
8.04 Engineer's Certifications.....	16

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

THIS IS AN AGREEMENT effective as of [ March 18, 2025 ] (“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:  
25EN02 – 640 N 14-16 Sewer Improvement (“Project”).

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

Engineer's services under this Agreement are generally identified as follows: Construction Management

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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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

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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.

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## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. 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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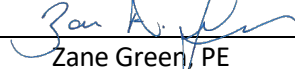
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the 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: Feb. 26, 2025

Engineer License or Firm's Certificate No. (if required):

6505

State of: Wyoming

Address for Owner's receipt of notices:

201 E. 5<sup>th</sup> 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: Project Manager

Phone Number: 307-686-5265

E-Mail Address: clarks@gillettewy.gov

Designated Representative (Paragraph 8.03.A):

Tim 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 [ 3/18/2025 ].

## **Engineer's Services**

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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:~~
  - 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.~~
- 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~~

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#### **Exhibit A – Engineer's Services**

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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. 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.~~
- ~~11. 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.~~
- ~~12. 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."~~
- ~~13. onstruction, 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."~~
- ~~14. 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.~~
- ~~15. 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.~~

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#### Exhibit A – Engineer's Services

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- ~~16. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
  - ~~17. Perform or provide the following other Study and Report Phase tasks or deliverables:  
[ electronic versions of the study results and recommendations ]~~
  - ~~18. Furnish [ ] review copies of the Report and any other Study and Report Phase deliverables to Owner within [ ] days of the Effective Date and review it with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
  - ~~19. 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:~~
- ~~B. 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. tline specifications, and written descriptions of the Project.~~
  - ~~3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the~~

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#### **Exhibit A – Engineer's Services**

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Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

- ~~4. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~5. , then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~6. Visit the Site as needed to prepare the Preliminary Design Phase documents.~~
- ~~7. Have bi-weekly design review meetings with the Owner.~~
- ~~8. 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.~~
- ~~9. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~
- ~~10. 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.~~
- ~~11. 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.~~
- ~~12. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
  - ~~a. Provide a 50% level Project Manual & Plan Set. This includes:~~~~

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#### Exhibit A – Engineer's Services

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- ~~13. Furnish [ 3 ] 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 with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
- ~~14. 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.~~
- ~~C. 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. performed and furnished by Contractor.~~
  - ~~3. Visit the Site as needed to assist in preparing the final Drawings and Specifications.~~
  - ~~4. Have bi-weekly design review meetings with the Owner~~
  - ~~5. 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.~~
  - ~~6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.~~
  - ~~7. 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~~

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#### **Exhibit A – Engineer's Services**

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~~the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.~~

~~8. shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.~~

~~9. 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.~~

~~10. 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.~~

~~11. 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.~~

~~12. Perform or provide the following other Final Design Phase tasks or deliverables:~~

~~a. Provide a 90% level Project Manual & Plan Set. This includes:~~

~~13. Furnish for review by Owner, its legal counsel, and other advisors, [ 3 ] 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.~~

~~14. 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 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~~

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#### Exhibit A – Engineer's Services

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~~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. cluded in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~

~~E. 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. ng-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.~~
- ~~3. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~
- ~~4. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~
- ~~5. Consult with Owner as to the qualifications of prospective contractors.~~
- ~~6. 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.~~

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#### **Exhibit A – Engineer's Services**

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- ~~7. 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.~~
- ~~8. 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.~~
- ~~9. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~
- ~~10. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:~~
  - ~~a. Manage the Bidding Process including:~~
  - ~~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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#### Exhibit A – Engineer's Services

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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.~~
  - c. The Engineer's surveyor shall prepare data files for use by Contractor's surveyor.

This task includes up to 8 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. The Owner, through agreement with the Contractor, intends to install:

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**Exhibit A – Engineer's Services**

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- 1) Approximately 632 lf of 10-inch and 15-inch sanitary sewer main, including 215 lf through a new 24-inch casing pipe,
  - 2) 4 new manholes,
  - 3) Approximately 1,590 sy of asphalt and concrete pavement for parking lot and pathway restoration, and
  - 4) Replace valves and a hydrant on the east end of the project.
- b. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
- c. 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.
- d. Engineer shall provide the following on-site observation and project services:
- 1) 24 hours for submittal review
  - 2) 420 hours for a resident project representative to conduct on-site observation and progress meetings (7 hours/day for 60 days)

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**Exhibit A – Engineer's Services**

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- 3) 68 hours for project closeout
  - 4) 20 hours for project management and quality assurance
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
  11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
  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

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#### Exhibit A – Engineer's Services

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hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified 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:

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**Exhibit A – Engineer's Services**

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- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of 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.

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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) One (1) Electronic Copy of Record Drawings (in PDF & DWG formats)
  - 3) One (1) Electronic Copy of Record Drawing Exhibit for WYDOT (PDF format)
  - 4) One (1) Electronic Copy of Closeout Report
  - 5) One (1) Electronic Copy of Location Data tables for fittings, manholes, and other appurtenances.
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

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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 of 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.
  - 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.

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#### **Exhibit A – Engineer's Services**

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2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - 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:

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**Exhibit A – Engineer's Services**

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- 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.
  - 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).

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**Exhibit A – Engineer's Services**

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

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

~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~

- ~~1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.~~
- ~~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. —~~

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**Exhibit A – Engineer's Services**

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- ~~4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~5. 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.~~
- ~~6. tion of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~
- ~~7. 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.~~
- ~~8. 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.~~
- ~~9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

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#### **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 [ 3/18/2025 ].

## **Owner's Responsibilities**

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.

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### **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,

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**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.

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**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]

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**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 [ 3/18/2025 ].

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

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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 \$[ 98,500.00 ] 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~~ \$[ 0.00 ]
    - d. ~~Bidding or Negotiating Phase~~ \$[ 0.00 ]
    - e. Construction Phase \$[ 98,500.00 ]
    - 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**

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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 [ 3/18/2025 ].

### **Reimbursable Expenses Schedule**

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

## EQUIPMENT RATES

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

## HYDROLOGICAL EQUIPMENT

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

## PRINTING EXPENSES

<u>Black &amp; 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 &amp; White</u>	\$5.00/each
<u>Oversize Print Color</u>	\$6.00/each
<u>Print &amp; Basic Mount</u>	\$12.00/each
<u>Print &amp; Machine Mount</u>	\$20.00/each
<u>Print, Machine &amp; Laminate White Board</u>	\$32.00/each

## MISCELLANEOUS EXPENSE

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

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel. **182**

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 [ 3/18/2025 ].

## **Standard Hourly Rates Schedule**

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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
<b>Engineer</b>	Supervising Engineer V	\$305.00	\$305.00
	Supervising Engineer IV	\$297.00	\$297.00
	Supervising Engineer III	\$267.00	\$267.00
	Supervising Engineer II	\$257.00	\$257.00
	Supervising Engineer I	\$242.00	\$242.00
	Senior Engineer II	\$225.00	\$225.00
	Senior Engineer I	\$203.00	\$203.00
	Design Engineer II	\$194.00	\$194.00
	Design Engineer I	\$174.00	\$174.00
	Engineer Intern II	\$143.00	\$143.00
	Engineer Intern I	\$128.00	\$128.00
<b>Planner</b>	Supervising Senior Planner	\$236.00	\$236.00
	Senior Planner	\$208.00	\$208.00
	Planner III	\$159.00	\$159.00
	Planner II	\$145.00	\$145.00
	Planner I	\$127.00	\$127.00
<b>Scientist</b>	Environmental Scientist III	\$193.00	\$193.00
	Environmental Scientist II	\$146.00	\$146.00
	Environmental Scientist I	\$126.00	\$126.00
	Senior Geologist	\$233.00	\$233.00
	Geologist III	\$208.00	\$208.00
	Geologist II	\$169.00	\$169.00
	Geologist I	\$144.00	\$144.00
<b>Designer and Technician</b>	Senior Communications Designer	\$250.00	\$250.00
	Communications Designer	\$129.00	\$129.00
	CAD Designer III	\$175.00	\$175.00
	CAD Designer II	\$149.00	\$149.00
	CAD Designer I	\$136.00	\$203.00
	CAD Tech III	\$133.00	\$199.00
	CAD Tech II	\$115.00	\$173.00
	CAD Tech I	\$102.00	\$153.00
	Senior Engineering Designer	\$190.00	\$190.00
	Engineering Designer	\$130.00	\$130.00
<b>Resident Project Representative</b>	Senior Resident Project Representative	\$192.00	\$192.00
	Resident Project Representative IV	\$185.00	\$185.00
	Resident Project Representative III	\$173.00	\$173.00
	Resident Project Representative II	\$146.00	\$218.00
	Resident Project Representative I	\$131.00	\$197.00
<b>Administrative</b>	Administrative Manager	\$132.00	\$132.00
	Administrative Coordinator III	\$122.00	\$122.00
	Administrative Coordinator II	\$116.00	\$173.00
	Administrative Coordinator I	\$94.00	\$140.00
	Project Coordinator III	\$118.00	\$118.00
	Project Coordinator II	\$106.00	\$159.00
	Project Coordinator I	\$96.00	\$144.00
	Technical Intern	\$88.00	\$133.00
<b>Survey</b>	Senior Survey Manager	\$238.00	\$238.00
	Survey Manager	\$183.00	\$183.00
	Land Surveyor IV	\$177.00	\$177.00
	Land Surveyor III	\$171.00	\$171.00
	Land Surveyor II	\$151.00	\$151.00
	Land Surveyor I	\$121.00	\$121.00
	Remote Sensing Specialist II	\$155.00	\$155.00
	Remote Sensing Specialist I	\$145.00	\$145.00
	Survey Technician IV	\$133.00	\$133.00
	Survey Technician III	\$117.00	\$176.00
	Survey Technician II	\$103.00	\$154.00
	Survey Technician I	\$87.00	\$131.00

**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 [ 3/18/2025 ].

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## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### **D1.01 *Resident Project Representative***

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

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

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

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

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

11. *Records:*

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

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

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

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

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

15. *Completion:*

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

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of [ 1 ] pages,  
referred to in and part of the **Agreement  
between Owner and Engineer for Professional  
Services** dated [ 3/18/2025 ].

This is **EXHIBIT F**, consisting of [ 1 ] pages,  
referred to in and part of the **Agreement  
between Owner and Engineer for Professional  
Services** dated [ 3/18/2025 ].

**Reserved**

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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 [ 3/18/2025 ].

## Insurance

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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 [ 3/18/2025 ].

**Reserved**

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This is **EXHIBIT I**, consisting of [ 1 ] pages,  
referred to in and part of the **Agreement  
between Owner and Engineer for Professional  
Services** dated [ 3/18/2025 ].

**Reserved**

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This is **EXHIBIT J**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ 3/18/2025 ].

### **Special Provisions**

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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 [ 3/18/2025 ].

**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: 25EN02 – 640 N Hwy 14-16 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  
CITY COUNCIL**

---

**DATE:** March 18, 2025

---

**TITLE:**

Council Consideration of a Professional Services Agreement for Inspection Services Associated with the 2025 Gurley Overpass Annual Inspection, with Structural Dynamics, LLC, in the Amount of \$63,882.00. (1% Project)

**SUGGESTED ACTION:**

I move for Approval of a Professional Services Agreement for Inspection Services Associated with the 2025 Gurley Overpass Inspection, with Structural Dynamics, LLC, in the Amount of \$63,882.00 (1% Project).

**PROJECT NUMBER:**

25EN32

**CASE BACKGROUND:**

The scope of this agreement is to provide Annual Inspection Services for the Gurley Overpass. This will include visual inspection of steel girders, girder braces, piers, expansion joints, drainage, and bearings. The scope also includes the inspection of the north and south abutments, taking photographs, measuring the size of any damage, and documenting the degree of any movement. Also to observe rust, pitting, chalking, crazing and salt staining. A manual "sounding" of the full top surface area of the bridge deck using chaining tools will be performed. A map and documentation will be provided of the position and size of any delamination on the top surface. The 2020-2024 epoxy injections areas will also be examined and documented for any change. A report will be provided and recommendations for any further epoxy and repairs will also be provided.

SCHEDULE: It is anticipated the "sounding or chaining" of the deck surface will be completed in May 2025. The overpass surfaces will then be inspected in the early summer of 2025 with the underside of the structure and associated piers, abutments, girders, etc., to be inspected in the late fall of 2025. The Bidding of a potential epoxy sealing project is anticipated in mid-summer 2025. Any inspections or maintenance of the deck surfacing will need to close the bridge to through access. All other inspections under the bridge can be completed without closing the bridge.

FUNDING: This project is fully funded through the Optional 1% Sales Tax Fund with allocated monies from FY25.

**ACTUAL COST VS BUDGET:**

FY2025 allocation of \$70,000; Contract amount \$63,882.00.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

[Gurley Overpass Location Map](#)

[GOP 2025 Annual Inspection Agreement](#)

# GURLEY OVERPASS ANNUAL INSPECTION LOCATION MAP PROJECT # 25EN32

PROJECT SITE  
GURLEY OVERPASS



May 21, 2024

**CITY OF GILLETTE**

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

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

THIS IS AN AGREEMENT effective as of January 10, 2025 ("Effective Date") between  
City of Gillette ("Owner") and  
Structural Dynamics, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

**Gurley Avenue Overpass – 2025 Annual Inspection ("Project").**

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

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

**Engineering services related to the annual inspection of the bridge located along North Gurley Avenue in  
Gillette, WY, between East Lincoln Street and East 4<sup>th</sup> Street, referred to as "Gurley Avenue Overpass".**

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

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

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.01 General**

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

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

## **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement**

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

### **3.02 Time for Completion**

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

## **ARTICLE 4 – INVOICES AND PAYMENTS**

### **4.01 Invoices**

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

### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall 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 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 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.
- F. The Owner reserves the right to reject a certificate of insurance if the Engineer's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an A.M. Best's rating of less than A:VII.
- G. At any time, Owner may request that Engineer or its Consultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

- 1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
  - D. *Payments Upon Termination:*
    1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

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

## 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 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, Not Used.
- E. Exhibit E, Not Used.
- F. Exhibit F, Not Used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Not Used.
- I. Exhibit I, Not Used.
- J. Exhibit J, Not Used.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

### **8.02 *Total Agreement***

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### **8.03 *Designated Representatives***

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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: Structural Dynamics, LLC

By: \_\_\_\_\_

By: Philip P. Hohn

Print name: \_\_\_\_\_

Print name: Philip P. Hohn

Title: \_\_\_\_\_

Title: Principal Engineer

Date Signed: \_\_\_\_\_

Date Signed: 1/10/2025

Address for Owner's receipt of notices:  
201 E. 5<sup>th</sup> Street  
Gillette, WY 82716

Address for Engineer's receipt of notices:  
P.O. Box 2767  
Gillette, WY 82717

Name: \_\_\_\_\_

Name: Philip P. Hohn

Title: \_\_\_\_\_

Title: Principal Engineer

Phone Number: \_\_\_\_\_

Phone Number: (307) 682-2605 Ext. 2

E-Mail Address: \_\_\_\_\_

E-Mail Address: phil@sdwyo.com

This is **EXHIBIT A**, consisting of [ 9 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2025.

## **Engineer's Services**

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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 Summary of Project Scope*

- A. The scope of this agreement is limited to the 2025 Gurley Overpass Annual Inspection services only, as described in the Scope of Engineering Services below.
- B. All services performed under the 2025 Annual Inspection shall be similar in nature to previous 2019-2023 Annual Inspections. The 2025 Annual Inspection will be more comprehensive than the 2024 Annual Inspection, which was limited.
- C. All services related to bidding and construction administration for the 2025 Gurley Overpass Annual Maintenance Shutdown are excluded from this agreement. These services will be provided under separate agreement.

#### *A1.02 Annual Inspection Phase*

- A. Engineer shall:
  - 1. Coordinate and meet with Owner to review and discuss the initial scoping and planning for the 2025 Annual Inspection.
  - 2. Coordinate work schedule(s), manlift access and traffic control with Owner for elevated inspections.
  - 3. Conduct a field review of the structure:
    - a. The field investigations that will be performed during this structural review will be visual in nature only and will not involve disruptive or destructive searches. The scope of work will also not include load testing, nor a load rating of the bridge.
    - b. The scope of this structural review will not include: materials testing; soils investigations; weld inspections/testing; NDT testing; detailed measurements, unless noted otherwise; or structural analysis of existing structure.
    - c. Conduct initial observations of the elevated bridge elements using binoculars and spotting scopes. After initial observations, determine further observations that require utilizing a manlift or bucket truck, as supplied and operated by the Owner.

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#### **Exhibit A – Engineer's Services**

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- d. After receiving the Owner's approval of the elevated inspection work, commence the field inspection(s). These areas include the steel girders, girder braces ("diaphragms"), piers, expansion joint, drainage, and bearings. It is anticipated that all elevated field observations requiring the use of the manlift or bucket truck will be completed in two business days or less, after the completion of the groundwork, which will be completed in two business days or less.
- e. Observe the north and south abutments of the bridge from the ground level. Observe the repairs to the north abutment that were completed in 2015. Take photographs, measure the size of any damage, and document the degree of any movement. Assess the abutments for other evidence of movement such as cracks in the concrete, rotation and tilt in the structure, displacement or settlement, and salt deposits.
- f. Observe the approach retaining walls on each end of the bridge from the ground level. Observe for cracks, tilting, rotation, displacement, and bulging. Take representative photographs.
- g. Observe each of the nine concrete bents mainly from the ground level, and with the use of binoculars and spotting scopes for the elevated portions. Use manlift and ladders as necessary to observe the top surfaces. Observe for cracking, displacement, rotation, tilt, bulges, and settlement. Take representative photographs.
- h. The underground portions of the bent and abutment foundations will not be observed or investigated as part of this project.
- i. Observe the steel girders that span between the bents mainly from the ground level with the use of binoculars and spotting scopes. These services will be limited to a cursory review of previously identified items. Use manlift and ladders as necessary to observe any issues noted to be observed more closely. Observe for evidence of damage or distress such as rust, scale, buckling, cracking, distortion, and salt staining.
  - 1. Observe the bolted connections for broken or missing bolts, cracked splice plates, etc.
  - 2. Take overall representative photographs from the ground level.
  - 3. Observe, measure, and document the bottom splice plates:
    - i. The splice plates previously reviewed in the 2018-2023 reports will be observed and measured again, with all field work anticipated to be completed in one business day.
    - ii. Conduct observations of the splice plates utilizing a manlift or bucket truck, as supplied by the Owner.
    - iii. Document the extent of the pack rust in the splice plates.
    - iv. Take measurements and photographs of the pack rust at the splice plates at the same locations and using the same methodology as documented during the 2018-2023 reviews.

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- v. The measurements will include the overall thickness dimension of the splice plates with out-of-place deformation caused by the pack rust. This thickness measurement will allow the growth of the pack rust to be monitored.
- j. Observe the bearing assemblies at the bents with the use of a manlift or ladders, as necessary. These services will be limited to a cursory review of previously identified items. Observe for distortion, damage, missing elements, binding, anchor bolts, bearing pad condition, and grout damage. Take representative photographs.
- k. Observe the steel diaphragms mainly from the ground level, with the use of binoculars and spotting scopes. These services will be limited to a cursory review of previously identified items. Use manlift and ladders as necessary to observe any issues noted to be observed more closely. Observe for deflected elements, cracks, buckling, rust, scale, and broken or missing bolts. Take representative photographs.
  - 1. Observe the previously noted physical damage to the diaphragm at Span 10. Continue to monitor for any changes.
- l. Observe the condition of the paint on the steel girders and diaphragms mainly from the ground level, with the use of binoculars and spotting scopes. These services will be limited to a cursory review of previously identified items. Use manlift and ladders as necessary to observe any issues noted to be observed more closely. Observe for rust pitting, chalking, crazing and salt staining.
- m. Observe the utility conduits and connections to the bottom of the deck mainly from the ground level, with the use of binoculars and spotting scopes. These services will be limited to a cursory review of previously identified items. Use manlift and ladders as necessary to observe any issues noted to be observed more closely. Note any significant deflections in the lines, broken hangers, or damaged inserts.
- n. Observe and investigate the top surface of the concrete deck. It is anticipated that the top surface of the deck will be examined prior to the Annual Maintenance shutdown period, approximately in the early spring timeframe. Five consecutive or non-consecutive partial-day shutdowns are tentatively planned with three inspectors working approximately 6 hours per day allotted (90 total man-hours survey time).
  - 1. Observe the 2018 silica fume deck and epoxy chip seal for any cracking and spalling.
  - 2. Perform manual “sounding” of the full top surface area of the bridge deck using chaining tools.
  - 3. Document the position and size of any delaminations on the top surface of the bridge deck. Temporarily mark the delaminations with chalk and/or water-based spray paint.
    - i. Drone survey to be performed by a surveying subconsultant, Land Surveying Incorporated, Gillette, Wyoming, to accurately document the position and size of the delaminations.

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**Exhibit A – Engineer’s Services**

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4. Examine the epoxy injection areas from 2020-2024. Document any changes. Continue to provide follow-up conclusions and recommendations for any larger-scale injection repairs to Client, as applicable. Services related to the performance of any additional deck injection repairs will be provided as necessary under the 2025 Annual Maintenance Shutdown agreement and are not included in this scope of work.
  5. Take measurements and photographs as necessary to document the condition of the bridge deck and the position and size of all documented delaminations.
- o. Observe the bottom surface of the concrete deck mainly from the ground level, with the use of binoculars and spotting scopes. These services will be limited to a cursory review of previously identified items. Use manlift to observe any issues noted to be observed more closely. Note any areas of cracking, scaling, salt deposits, and spalling. Take photographs of damaged areas.
    1. The review of the bottom surface of the concrete deck will mainly be a cursory level visual review and will not include a comprehensive survey for delaminations.
    2. Perform selective manual “sounding” of the bottom side of the bridge deck using a 2-lb hammer, focusing on the areas that were manually sounded and documented in 2019-2023. This will not include a comprehensive sounding investigation of the bottom of the deck.
    3. Document the size of unsound concrete on the bottom surface of the bridge deck in selected areas. The scope of these services does not include a comprehensive survey from above Highway 14-16, or any other area.
  - p. Observe the expansion joint. Take measurements of the expansion joint gap width at distinct locations from the bottom side and record the air temperature at the time of the measurements. Observe the joint for any blockages, loose connections, cracks, buckling, and broken elements.
    1. The top surface of the expansion joint will be examined during the deck survey period described in Item n.
    2. Take measurements of the expansion joint gap width from distinct locations on the East Center and West Center girders below the expansion joint at various air temperatures on various dates. Perform the measurements at the same locations and using the same methodology as for previous years.
  - q. Observe the bridge barriers. The barriers will be examined during the deck survey period described in Item n. Observe barriers for recent cracking, spalling, separation, and impact damage. Coordinate the sealing of any new cracks in the barriers, if necessary.
  - r. Observe the bridge deck inlets and downspouts mainly from the ground level, with the use of binoculars and spotting scopes. These services will be limited to a cursory review of previously identified items. Use a manlift to observe any issues noted to be

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**Exhibit A – Engineer’s Services**

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- observed more closely. Observe the inlets and downspouts for clogging, missing parts, misalignment, cracked pipes, and corrosion.
- s. The bridge lighting and electrical elements will not be observed as part of this project.
  - t. The bridge approach slabs, and traffic signing will not be inspected as a part of this project.
  - u. Observe the condition of the Pier 5 access ladder and platform system.
  - v. We anticipate that all work directly above the BNSF railroad can initially be observed with the use of binoculars and spotting scopes, to avoid coordination with the railroad and issues utilizing a manlift in these areas.
    - 1. If it is determined that the bridge elements within the BNSF railroad right-of-way need to be observed by use of a manlift, Owner will coordinate and obtain permissions and permits, as necessary for the field investigation work in the railroad right-of-way. Owner will also provide and pay for a BNSF flagger, if needed.
  - w. We anticipate that all work directly above Highway 14-16, except as noted specifically, can initially be observed with the use of binoculars and spotting scopes, to avoid traffic control coordination with WYDOT.
  - x. Any costs associated with manlifts, traffic control, and coordination with BNSF are excluded from this agreement.
  - y. If it is determined that the bridge elements over Highway 14-16 need to be observed by use of a manlift, all traffic control to conduct this observation will be provided by the Owner.
  - z. If any evidence discovered during the duration of the field observations that may indicate a serious structural issue, or any issue that in the Engineer's opinion may compromise the safety and/or structural performance of the overpass, the Engineer shall immediately notify the Owner.
4. Prepare a written report of the inspection, which shall include:
- a. Cover page.
  - b. Table of Contents.
  - c. Introduction.
  - d. Structural Condition Review
    - 1. Format of the Structural Condition Review Table.
    - 2. Hazard Classification.
    - 3. Corrosion Scoring
    - 4. Table of Structural Defects noted during our field observations. Tables will include representative photographs of specific items noted within the table.

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5. Deck Survey Results.
  - i. Include representative epoxy injection areas.
6. Expansion joint measurements.
7. Splice Plate Measurements
- e. Conclusions and Recommendations.
  1. Prepare updated written technical memorandums and issue to Owner as supplements to the report of structural review:
    - i. Deck Life Matrix
    - ii. Epoxy Deck Injection Repair
- f. Closure.
- g. Appendices.
  1. Gurley Avenue Overpass Map
  2. Deck Survey Drawings
  3. Definitions of Corrosion Levels
5. Issue a draft report of the structural review to the Owner. The draft report will be issued in electronic PDF format. Discuss with and receive comments from Owner and incorporate into final draft.
6. Issue the final report of the structural review to the Owner. The final report will be issued in electronic PDF format, which will be the deliverable of our services for this phase of the project.
7. Meet with Owner to review and discuss the results. Plan and receive direction for subsequent project phases.

#### **A1.03 *Bidding or Negotiating Phase***

- A. Bidding or Negotiating Phase services are excluded from this agreement. Bidding or Negotiating Phase services may be added at a future date only by written amendment executed by both parties.

#### **A1.04 *Annual Maintenance Phase***

- A. Annual Maintenance Phase services are excluded from this agreement. Annual Maintenance Phase services may be added at a future date only by written amendment executed by both parties.

#### **A1.05 *Construction Phase***

- A. Construction Phase services are excluded from this agreement. Construction Phase services may be added at a future date only by written amendment executed by both parties.

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#### A1.06 *Post-Construction Phase*

- A. Post-Construction Phase services are excluded from this agreement. Post-Construction Phase services may be added at a future date only by written amendment executed by both parties.

### **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. Services resulting from significant changes in the scope, extent, or character of the Project designed or specified by Engineer, 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.
  - 2. 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.
  - 3. Furnishing services of Consultant or Subconsultants for other than Basic Services.
  - 4. Services involving out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
  - 5. 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 that may be requested by Owner or may otherwise become necessary during the construction of this project.

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#### **Exhibit A – Engineer's Services**

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6. 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.
7. Reserved.
8. 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.
9. 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.
10. Reserved.
11. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
12. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
13. 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.
14. 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.
15. Reserved.
16. Providing construction surveys and staking to enable Contractor to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
17. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
18. 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).
19. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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**Exhibit A – Engineer's Services**

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## 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 exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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### **Exhibit A – Engineer's Services**

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This is **EXHIBIT B**, consisting of [ 3 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2025.

## **Owner's Responsibilities**

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

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**Exhibit B – Owner's Responsibilities**

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- 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.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

---

**Exhibit B – Owner's Responsibilities**

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This is **EXHIBIT C**, consisting of [ 5 ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **January 10, 2025**.

**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 – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, 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 Appendix 1.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$63,822.00.
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 Table C2.01 breakdown incorporates all labor, overhead, profit, 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 following expenses: 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 [ 1.0 ].~~

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

---

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

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 [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 10, 2025**.

## **Standard Hourly Rates & Reimbursable Expenses**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in the attached Schedule(s) of Fees 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.

B. *Reimbursable Expenses:*

1. Rates and charges for Reimbursable Expenses as of the date of the Agreement are indicated upon the attached Schedule(s) of Fees.



## Schedule of Fees and Reimbursable Expenses

December 1, 2024

### **Professional Fees (\$/hour):**

Principal Engineer .....	\$182.00
Senior Engineer.....	\$177.00
Senior Project Engineer.....	\$167.00
Project Engineer/Manager .....	\$157.00
Senior Design Engineer.....	\$151.00
Professional Engineer.....	\$143.00
Resident Project Representative (RPR) .....	\$131.00
Design Engineer .....	\$125.00
Construction Engineer .....	\$125.00
Senior Engineering Technician.....	\$119.00
Engineering Technician .....	\$105.00
Clerical.....	\$ 66.00
Expert Witness Services – Depositions .....	2x rates above
Expert Witness Services – Court Testimony.....	2.5x rates above

### **Reimbursable Expenses:**

Travel Expenses:	Mileage.....	\$ 0.75/mi
	Per diem .....	\$61.00/night
	Lodging.....	Actual cost
	Airfare.....	Actual cost
Special tests, subconsultant services, equipment rental .....		Cost + 15%
Printing/plotting/reproduction .....		Cost + 5%
Postal/mailing/delivery services .....		Actual cost
Specialized software/hardware/equipment .....		Actual cost

This is **EXHIBIT G**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 10, 2025**.

## Insurance

---

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:
1. By Engineer:
    - a. Workers' Compensation: Statutory
    - b. Employer's Liability --
      - 1) Bodily injury, each accident: \$1,000,000
      - 2) Bodily injury by disease, each employee: \$1,000,000
      - 3) Bodily injury/disease, aggregate: \$2,000,000
    - c. General Liability --
      - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
      - 2) General Aggregate: \$2,000,000
    - d. Excess or Umbrella Liability --
      - 1) Per Occurrence: \$1,000,000
      - 2) General Aggregate: \$1,000,000
    - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
\$1,000,000
    - f. Professional Liability (Errors Omissions) --
      - 1) Each Claim Made \$1,000,000
      - 2) Annual Aggregate \$2,000,000
  2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

---

#### Exhibit G – Insurance.

This is **EXHIBIT K**, consisting of [ **2** ] pages,  
referred to in and part of the **Agreement**  
**between Owner and Engineer for Professional**  
**Services** dated January 10, 2025.

**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:

Project:

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): \_\_\_\_\_

---

**Exhibit K – Amendment to Owner-Engineer Agreement.**

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

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

OWNER:

ENGINEER:

City of Gillette

By:

Print

name:

By:

Print

name:

Title:

Title:

Date Signed:

Date Signed:



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:** March 18, 2025

---

**TITLE:**

Council Consideration of a Bid Award for the Base Bid for the Traffic Safety Storage Shed to Hladky Construction, Inc., in the Amount of \$181,455.02.

**SUGGESTED ACTION:**

I move for Approval of a Bid Award for the Base Bid for the Traffic Safety Storage Shed to Hladky Construction, Inc., in the Amount of \$181,455.02.

**PROJECT NUMBER:**

24TS08

**CASE BACKGROUND:**

This project will install a storage shed for the Traffic Safety Department at the Warehouse yard. The Traffic Safety Department utilizes many different locations for storing equipment and materials required to perform their duties. Currently, storage for Traffic Safety equipment and materials consists of a rented Conex trailer for cold storage, multiple locations inside the warehouse, and outside in the elements. Looking at the long-range plan for this department, consolidating storage or their materials inside a building will increase their efficiency and open up space for other departments and the warehouse. The structure consists of a 30'x40' insulated storage shed with a concrete floor, overhead door, man door, and electrical outlets and lighting.

The project was bid with a Design-Build project delivery with a base bid request for the design and construction of a 30'x40' storage structure with an overhead door, man door, concrete floor, and electrical outlets and lighting. An alternate bid was also requested to add two (2) PD K-9 kennels requiring the addition of heat, IT capabilities for cameras and RFID door access, interior framing, two (2) additional man doors, exterior fencing, and other appurtenances to house K-9's.

Schedule: The Project would be completed before the end of the calendar year (2025).

A total of six (6) bids were received at 2:00 p.m. on Tuesday, February 25, 2025. The bid results are as follows:

	Bidder	Base Bid	Alternate	Total
1	Hladky Construction, Inc.	\$181,455.02	\$72,065.77	\$253,520.79
2	Falcon Construction	\$249,792.00	\$109,621.00	\$359,413.00
3	S&S Builders, LLC	\$205,930.00	\$90,240.00	\$296,170.00
4	Silver Nail Construction, LLC	\$239,889.00	\$128,760.00	\$368,649.00
5	Powder River Construction, Inc.	\$310,000.00	\$63,000.00	\$373,000.00
6	Hoskinson Contracting	\$210,000.00	\$45,000.00	\$255,000.00

Due to the potential for unknown foundation conditions, allowing for a construction contingency is recommended. The alternate bid does not consider the need for approximately \$30,000 in IT equipment for cameras, switches, and RFID infrastructure. There would also need to be a fiber line bored to the structure at an additional cost. With an allocated budget of \$250,000 for FY25, it is recommended that just the base bid be awarded to Hladky Construction, Inc. in the amount of \$181,455.02.

**ACTUAL COST VS BUDGET:**

Bid amount \$181,455.02 for the base bid. Total Budget \$250,000.00 from the General Fund.

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

[Traffic Safety Storage Shed Location Map](#)

**EXHIBIT "A"**  
**TRAFFIC SAFETY STORAGE SHED**  
**PROJECT # 24TS08**

PROJECT SITE  
30' X 40' SHED



May 21, 2024

**CITY OF GILLETTE**

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**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:**           **March 18, 2025**

---

**TITLE:**

Council Consideration of a Bid Award for the Desert Hills Circle Street Maintenance Project to Hot Iron, Inc. in the Amount of \$761,609.76. (1% Project)

**SUGGESTED ACTION:**

I move for Approval of a Bid Award for the Desert Hills Circle Street Maintenance Project to Hot Iron, Inc. in the Amount of \$761,609.76. (1% Project)

**PROJECT NUMBER:**

25EN15

**CASE BACKGROUND:**

The Desert Hills Circle Street Maintenance Project will provide a full depth reclamation of the asphalt roadway on the north side of Desert Hills Circle, east of Gurley Ave. The project will also provide improvements by adding in new storm drainage components while also replacing aged existing water main valves under the roadway. The new storm drainage components will include new piping and associated storm drain inlets to reduce the impact of storm events (runoff) to the Primrose Place Apartments buildings immediately south of the project area.

**WHEN CONSTRUCTED:** The existing roadway was constructed with the original subdivision in the early 2000s.

**WHY NEEDED:** During the buildout of this subdivision and subsequent use of this roadway, significant deterioration occurred. Investigations during design discovered the existing roadway is constructed of 5-inches of asphalt placed over compacted soil with no subgrade preparation or crushed base material. This has contributed to the overall deterioration of the roadway. The project will construct 5-inches of Asphalt placed over 6-inches of compacted crushed base material, more than doubling the thickness of the finished roadway structure.

**SCHEDULE:** Construction for this project is anticipated to begin in summer of 2025. All work is anticipated to be completed by October of 2025.

Four (4) Additive/Alternatives were included with the bidding documents (see the attached map). The base bid includes demolition of existing surfacing, excavation, subgrade prep, placing crushed base and other related work items.

Add/Alts 1 and 2 are related specifically to the surfacing type. Add Alt #1 provides for Asphalt Concrete Paving (asphalt surfacing), while Add/Alt #2 provides for Portland Cement Concrete Paving (concrete surfacing).

Add/Alt #3 provides for asphalt surfacing repairs at the entrance to the Liberty Village Apartments.

Finally, Add/Alt #4 provides for additional storm drain piping and inlets to be installed along the north side of Desert Hills Circle that will be tied into the existing storm drain within Gurley Ave.

Bids were received at 3:00PM on Tuesday, February 25th, 2025 for this project. Two (2) bidders submitted regular and responsive bids:

Bidder	Base Bid	Add/Alt 1 Asphalt Pavement	Add/Alt 2 Portland Cement Concrete Pavement	Add/Alt 3 Surfacing Repair Liberty Village	Add/Alt 4 Additional Storm Drain
Hot Iron, Inc.	\$428,723.99	\$228,686.01	NO BID	\$112,242.03	\$104,199.76
DRM, Inc.	\$429,456.00	\$274,488.60	\$550,930.50	\$112,459.75	\$120,606.00
Engineer's Estimate (CEI, Inc.)	\$413,493.50	\$248,131.50	\$296,350.00	\$87,235.00	\$112,413.50

FUNDING: This project is fully funded with the 1% Optional Sales Tax Fund with an allocation of \$675,000 in FY24-25 and savings from other projects in the amount of \$110,000.

**STAFF RECOMMENDATION:**

Based on available funding and the bids received, staff recommends award of the Base Bid, Add/Alt #1 (Asphalt Pavement) and Add/Alt #4 (Additional Storm Drain) to Hot Iron, Inc. in the amount of \$761,609.76.

**ACTUAL COST VS BUDGET:**

Award Amount: \$761,609.76 (Shortfall to be covered by savings on other projects) ; Budget Amount: \$675,000.00

**STAFF REFERENCE:**

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

**ATTACHMENTS:**

[Map](#)

# Desert Hills Circle FDR

Add/Alt #4--New Storm Drain

Base Bid and Add/Alt #1--Asphalt Surfacing

Add/Alt #3--Surfacing Repair



March 04, 2025  
**CITY OF GILLETTE**  
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**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:** March 18, 2025

---

**TITLE:**

Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision of the Resubdivision of Tract E Energy Capital Sports Complex Subdivision, a Resubdivision of Tracts A, B, C & D of Field of Dreams Subdivision; to the City of Gillette, Wyoming, Subject to All Planning Requirements. (Planning Commission Vote: 6/0)

**SUGGESTED ACTION:**

I move for Approval of a Resolution Approving and Authorizing the Minor Subdivision of the Resubdivision of Tract E Energy Capital Sports Complex Subdivision, a Resubdivision of Tracts A, B, C & D of Field of Dreams Subdivision; to the City of Gillette, Wyoming, Subject to All Planning Requirements.

**APPLICANT/OWNER:**

City of Gillette

**AGENT:**

Sheila Slocum, PCA Engineering

**CASE SUMMARY:**

The City is seeking to subdivide 3400 S Garner Lake Road.

**CASE BACKGROUND:**

The City of Gillette is seeking to subdivide 3400 S Garner Lake Road, locally referred to as the Energy Capitol Sports Complex (ECSC). The purpose of this subdivision is for leasing and grant purposes. Because of the proposed subdivision, City Staff has recommended and included that all existing main lines for utilities have dedicated easements covering them. Presently, 3400 S Garner Lake Road is one parcel that is known as Tract E at 225.11 acres. This subdivision proposes to create Tract J at 140.937 acres; Tract K at 33.081 acres; Tract L at 8.756 acres; Tract M at 30.778 acres; Tract N at 11.437 acres. The current zoning of ECSC is Ag, Agricultural District and is not proposed to change at this time. All

proposed tracts will continue to meet the zoning district requirements of Ag as there is no minimum lot size requirement.

As existing Tract E, the lot is serviced by all city utilities (electrical, water, wastewater, fiber) and all proposed tracts will have city utilities available to them.

This case was approved by the Planning Commission during their August 27, 2024, meeting with a vote of 6/0.

**CASE REQUIREMENTS:**

All comments from the staff review process shall be addressed.

**STAFF RECOMMENDATION:**

Staff recommends approval, subject to all Planning Requirements.

**STAFF REFERENCE:**

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

**CASE MANAGER:**

Meredith Duvall, City Planning Manager

**ATTACHMENTS:**

[Vicinity\\_Map](#)

[ECSC Plat](#)

[Resolution](#)

[Case\\_Highlights](#)

[Planning\\_Requirements](#)

[August 27, 2024 Planning Commission Minutes](#)

# Vicinity Map - 3400 S Garner Lake Rd



## 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 1,333 feet

1 inch equals 0.25 miles

August 07, 2024

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County, State of Wyoming

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED CITY OF GILLETTE, BEING THE OWNER, PROPRIETOR OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY THAT THE FOREGOING PLAT DESIGNATED AS THE RESUBDIVISION OF TRACT E ENERGY CAPITAL SPORTS COMPLEX SUBDIVISION, A RESUBDIVISION OF TRACTS A, B, C & D OF FIELD OF DREAMS SUBDIVISION, IS LOCATED IN SECTION 36, TOWNSHIP 50 NORTH, RANGE 72 WEST, 6TH PRINCIPAL MERIDIAN, GILLETTE, CAMPBELL COUNTY, WYOMING, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT E OF ENERGY CAPITAL SPORTS COMPLEX SUBDIVISION AND CONTAINS AN AREA OF 319.24 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 IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR; AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.

THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES 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, REINSTALLING, REPLACING AND MAINTAINING SEWERS, 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.

DRAINAGE EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF GILLETTE AND ITS LICENSEES FOR PUBLIC USE, TO ACCOMMODATE THE FLOW OR STORAGE OF STORM WATERS AND SHALL BE KEPT FREE OF ALL STRUCTURES OR OTHER IMPEDIMENTS.

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_ BY:

SHAY LUNDVALL, MAYOR CITY OF GILLETTE

STATE OF WYOMING)  
)SS.  
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_ BY SHAY LUNDVALL, MAYOR CITY OF GILLETTE,  
AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF REVIEW OF THE CITY ENGINEER

DATA ON THIS PLAT REVIEWED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_ BY THE CITY ENGINEER OF GILLETTE WYOMING.

CITY ENGINEER

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING

APPROVED BY THE CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

MAYOR

CITY CLERK

CERTIFICATE OF APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION

APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

CHAIRMAN

SECRETARY

SUBDIVISION PURPOSE

THIS IS THE RESUBDIVISION OF TRACT E ENERGY CAPITAL SPORTS COMPLEX, TO BE KNOWN AS TRACTS J, K, L, M & N ENERGY CAPITAL SPORTS COMPLEX.

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF TRACT E ENERGY CAPITAL SPORTS COMPLEX, AS RECORDED IN BOOK 10 OF PLATS, PAGE 433, OF THE RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

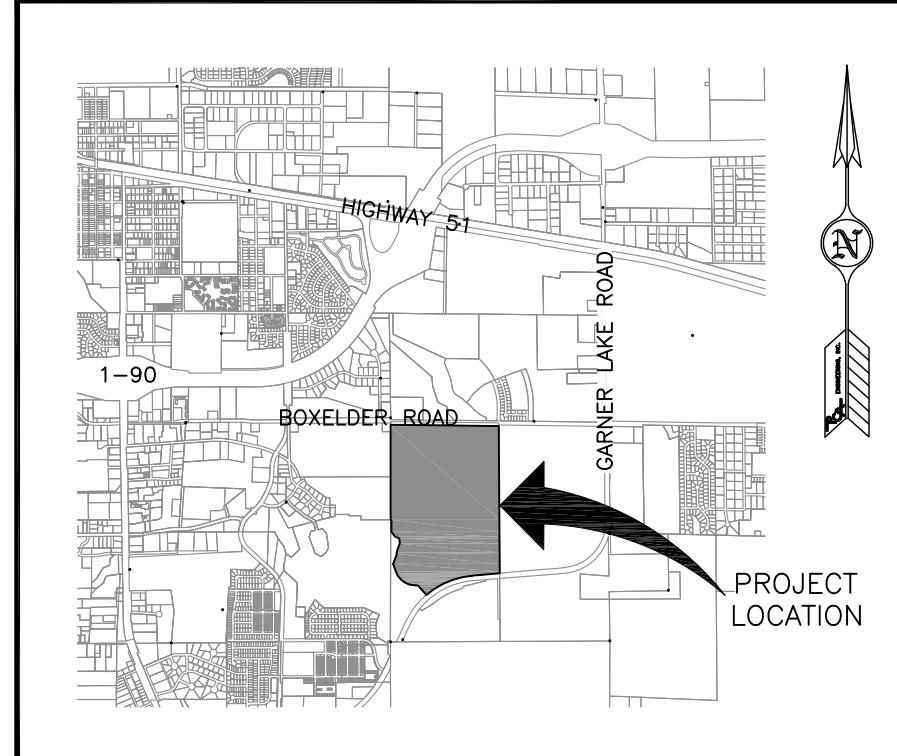
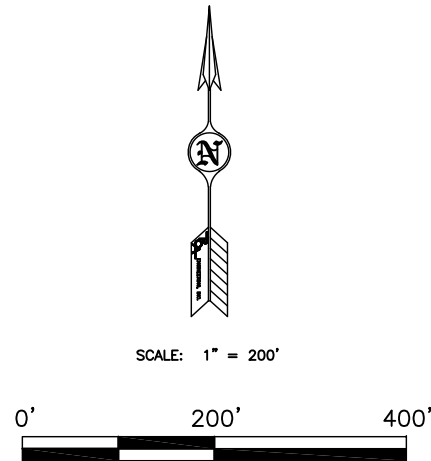
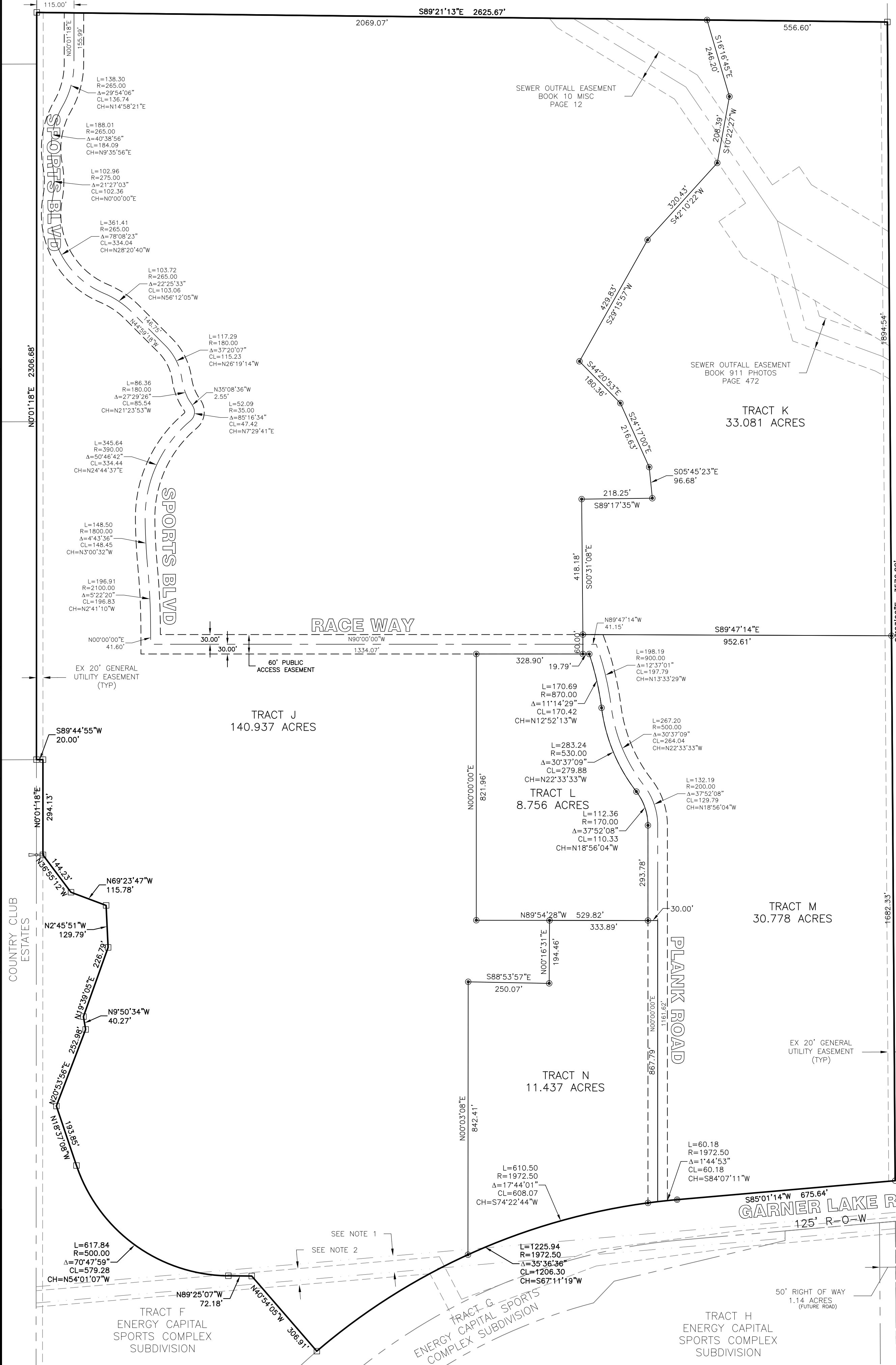
CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M., THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, AND IS DULY RECORDED IN BOOK NUMBER \_\_\_\_\_ OF PLATS, PAGE NUMBER \_\_\_\_\_.

COUNTY CLERK

# RESUBDIVISION OF TRACT E ENERGY CAPITAL SPORTS COMPLEX SUBDIVISION

A RESUBDIVISION OF TRACTS A, B, C & D OF FIELD OF DREAMS SUBDIVISION  
LOCATED IN THE W1/2 SECTION 36, T50N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



VICINITY MAP

LEGEND

- FOUND REBAR AND ALUMINUM CAP PLS 2333
- FOUND BARE REBAR
- FOUND REBAR AND ALUMINUM CAP PLS 6872
- FOUND QUARTER CORNER 1989 BLM BRASS CAP
- SET 2" # ALUMINUM CAP (PLS #15542)
- BOUNDARY
- EASEMENT
- EXISTING EASEMENT

Prepared for:

CITY OF GILLETTE  
201 E 5TH STREET  
GILLETTE, WY 82716  
(307) 686-5265



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Drawn by: SS Design by: SS Reviewed by: TS  
Revision Date Revision Description

PCA Project Number: 243981.004

Plot Date: Jul 17, 2024 - 1:59pm

P:\Projects\243981000 - Misc. Survey - 2024\243981000 MainP ECSC Subdivision.dwg  
Layout: Plat 1

X-Ref: ...

NOTES

- SEWER EASEMENT RECORDED BOOK 327 OF PHOTOS, PAGE 324.
- GENERAL UTILITY EASEMENT RECORDED BOOK 1840 OF PHOTOS, PAGE 573.

SUBDIVISION SUMMARY

TOTAL AREA: 224.987 ACRES

TOTAL TRACTS: 5 TRACTS

FLOOD PLAIN DESIGNATION: PORTIONS OF THIS SUBDIVISION ARE LOCATED IN AN ESTABLISHED FLOODPLAIN FOUND ON FIRM MAP PANEL 1464D - AE & X

BENCHMARK

BASED ON CITY OF GILLETTE VERTICAL CONTROL MONUMENT #10 ELEVATION= 4501.38

BASIS OF BEARING

THE CITY OF GILLETTE HORIZONTAL CONTROL NETWORK.

SURVEYOR'S CERTIFICATE

I, SHEILA SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING; THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE RESUBDIVISION OF TRACT E ENERGY CAPITAL SPORTS COMPLEX SUBDIVISION, A RESUBDIVISION OF TRACTS A, B, C & D OF FIELD OF DREAMS SUBDIVISION, LOCATED IN THE W1/2 SECTION 36, T50N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

FINAL PLAT

SHEET 1 OF 1

**RESOLUTION NO.**

**A RESOLUTION APPROVING AND AUTHORIZING THE  
MINOR SUBDIVISION OF THE RESUBDIVISION OF TRACT  
E ENERGY CAPITAL SPORTS COMPLEX SUBDIVISION, A  
RESUBDIVISION OF TRACTS A, B, C & D OF FIELD OF  
DREAMS SUBDIVISION; TO THE CITY OF GILLETTE,  
WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.**

WHEREAS, the Final Plat of the Resubdivision of Tract E Energy Capital Sports Complex Subdivision, A Resubdivision of Tracts A, B, C & D of Field of Dreams Subdivision; to the City of Gillette, Wyoming, to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on August 27<sup>th</sup>, 2024, with Planning Requirements.

WHEREAS, the recording of the Resubdivision of Tract E Energy Capital Sports Complex Subdivision, A Resubdivision of Tracts A, B, C & D of Field of Dreams Subdivision; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on August 27<sup>th</sup>, 2024.

THEREFORE, IT IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING, THAT:

the Final Plat of the Resubdivision of Tract E Energy Capital Sports Complex Subdivision, A Resubdivision of Tracts A, B, C & D of Field of Dreams Subdivision; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by PCA Engineering Inc., signed by Sheila Slocum, Professional Land Surveyor, Wyoming Registration Number 15542, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Shay Lundvall, Mayor

(S E A L)

ATTEST:

\_\_\_\_\_  
Alicia Allen, City Clerk



# CITY OF GILLETTE

www.gillettewy.gov

## Development Services Department | Planning Services Division Planning Commission

**Case:** PL2024-0078 | Minor Subdivision | 3400 S Garner Lake Road

**Case Manager:** Meredith Duvall, City Planning Manager

**Date:** August 27, 2024

**Summary:** The City is seeking to subdivide 3400 S Garner Lake Road.

- Existing Tract E to be subdivided into 5 tracts
- Purpose of subdivision is for grant funding and leasing purposes
- Zoning is remaining Ag, Agricultural District
- All proposed tracts will have city utilities available

**Staff Recommendation:**

- Have all main utility lines covered by easements
- Proposed Public Access Easements be named for future right-of-way dedication, if needed

***Staff Recommends Approval***

**Staff Notes:**

- It is further recommended that the existing zoning district of Ag, Agricultural, be examined. While public parks are a permitted use within the Ag District, the large amount of land within this park and the proposed future development called out in the ECSC Mater Plan is more intense than a typical park. It is Staff's recommendation that given the existing zoning districts within the city, the Energy Capitol Sports Complex (ECSC) is better suited to be zoned as C-O, Office and Institution, as the ECSC facilities are a flagship amenity to the community.

*Meredith Duvall*  
City Planning Manager

P.O. BOX 3003 • GILLETTE, WY 82717-3003

## PL2024-0078-Minor Subdivision-3400 Garner Lake Road

### Planning Requirements

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

CITY OF GILLETTE PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
Community Room ~ City Hall ~ August 27, 2024 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Matthew Nelson

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

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 Vice-Chair Conklin to approve the meeting minutes of July 9, 2024. Richard Cone seconded the motion. Motion carried 6/0.

Case No.  
PL2024-0078  
MINOR  
SUBDIVISION  
– 3400 S  
Garner Lake  
Road

The City of Gillette is seeking to subdivide 3400 S Garner Lake Road, locally referred to as the Energy Capitol Sports Complex (ECSC). The purpose of this subdivision is for leasing and grant purposes. Because of the proposed subdivision, City Staff has recommended and included that all existing main lines for utilities have dedicated easements covering them.

Presently, 3400 S Garner Lake Road is one parcel that is known as Tract E at 225.11 acres. This subdivision proposes to create Tract J at 140.937 acres; Tract K at 33.081 acres; Tract L at 8.756 acres; Tract M at 30.778 acres; Tract N at 11.437 acres.

The current zoning of ECSC is Ag, Agricultural District and is not proposed to change at this time. All proposed tracts will continue to meet the zoning district requirements of Ag as there is no minimum lot size requirement.

As existing Tract E, the lot is serviced by all city utilities (electrical, water, wastewater, fiber) and all proposed tracts will have city utilities available to them.

Meredith Duvall said the city received two inquiries from the public on the case. One was a general inquiry. One was from a citizen seeking information for the purpose of the subdivision, who had concerns competing with Fish & Game for funding with grants.

Ms. Duvall informed the Planning Commission that the surveyors needed more time to get boundary measurements for the easements requested by city staff. Ms. Duvall said initially only the boundaries were needed; however, city staff would like the mainlines covered by utility easements. This will put this case on hold, and it will not move forward to the City Council meeting until the revised plat is received showing the utility easements, Ms. Duvall said. The new City Council meeting date will be publicly noticed, Ms. Duvall said.

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

Vice-Chair Conklin asked if by subdividing the lots the city was looking to sell parcels of the lot. Ms. Duvall said while she had not been informed that the city was selling parcels, it was advised the main purpose of the subdivision was for obtaining land and water grants

and being able to provide an identifiable boundary when applying for them. Ms. Duvall said also when leasing the property, having the definable legal tracts will be beneficial.

Ms. Duvall noted on the Staff Notes portion of the case writeup it was recommended by Planning Staff for the existing zoning of Ag, Agricultural, be examined as C-O, Office and Institution, may be better suited for the ECSC facility.

There being no further comments or questions Ian Scott made a motion to approve the case tentatively with city staff requested easements added to the plat, and Jack Colson seconded. The Motion carried 6/0.

OLD BUSINESS    None.

NEW BUSINESS    Meredith Duvall said the next meetings will be September 10, 2024, and September 24, 2024.

ADJOURNMENT    The meeting was adjourned at 5:25 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:**           **March 18, 2025**

---

**TITLE:**

Council Consideration of the 2025 Memorandum of Understanding Between Campbell County, Wyoming and the City of Gillette Wyoming Regarding the City Pool.

**SUGGESTED ACTION:**

I move for approval of the 2025 Memorandum of Understanding Between Campbell County, Wyoming and the City of Gillette Wyoming Regarding the City Pool.

**CASE BACKGROUND:**

The new City swimming pool is slated to be completed in May of 2025. Historically, the City and the County, through its recreation department, have entered into agreements where the County operates the pool in terms of staffing and maintenance during swim season. The City provides payment and certain materials so that the County can perform these functions.

Given the opening of the new pool, this MOU represents the next iteration of this agreement. Under the agreement, the County provides lifeguards, certain cleaning services, operation protocols, and testing during the 2025 swim season. In exchange for these services during the 2025 swim season, the City will pay the County \$177,059.96 and provide chemicals as well as cleaning and maintenance materials. The City is responsible for operating the concession stand. Additionally, the City is responsible for all matters related to the pool outside of the 2025 swim season.

Payments under this MOU come from the Pool Division Water fund, Acct # 503-70-77-451-30-43240.

The MOU contains an automatic annual renewal clause, unless one or both parties terminate the MOU.

The County, through its recreation department, has executed this MOU at its previous meeting.

**ACTUAL COST VS BUDGET:**

\$177,059.96

**STAFF REFERENCE:**

Sean A. Brown, City Attorney

**ATTACHMENTS:**

[2025 City Pool MOU](#)

**2025 MEMORANDUM OF UNDERSTANDING BETWEEN  
CAMPBELL COUNTY, WYOMING AND  
THE CITY OF GILLETTE, WYOMING**

1. **Parties.** This Memorandum of Understanding (“MOU”) is made and entered into by and between Campbell County, Wyoming (“County”), through its Department of Parks and Recreation (“Department”), whose address is 500 South Gillette Ave., Gillette, WY 82716, and the City of Gillette, Wyoming, (“City”) whose address is 201 East 5th Street, Gillette, WY 82716.
2. **Purpose.** Historically, the parties have entered into prior agreements whereby the Department operated and maintained the Gillette City Swimming Pool located at 909 South Gillette Avenue, Gillette, WY 82716 (“Pool”). In 2023, the City solicited bids and subsequently awarded a bid for the construction of a new Pool. Construction of the new Pool is scheduled to be completed in May of 2025. The purpose of this MOU is to delineate the terms that the Department will staff, operate, and maintain the new Pool
3. **Term of MOU.** This MOU is effective when all parties have executed it and all required approvals have been granted. The initial term of this MOU will begin on the Saturday immediately preceding Memorial Day 2025 and end on the Friday before school resumes in August 2025 as stated by the Campbell County School District #1 calendar. This MOU will automatically renew for successive terms that will commence on the Saturday immediately preceding Memorial Day each May and will cease on the Friday before school resumes each August as stated by the Campbell County School District #1 calendar, unless otherwise terminated by the terms of this MOU.
4. **City Payment Obligation.** The City agrees to pay the Department for the services described below. The total payment under this MOU shall not exceed one hundred seventy-seven thousand fifty-nine dollars and 96/100 (\$177,059.96). Payments shall be made monthly. Payment shall be made upon submission of invoices pursuant to W.S. 16-6-602. No payment shall be made for work performed before the date upon which the last required signature is affixed to this MOU.
5. **Responsibilities of Department During the Term of this MOU.**
  - A. The Department will provide certified lifeguards for the Pool during the term(s) of this MOU.
  - B. The Department is solely responsible for hiring and training lifeguards for the Pool.
  - C. The Department understands and agrees that all lifeguards for the Pool are employees of the County and subject to all County employment rules, regulations, and wage rates.
  - D. The Department shall provide Wyoming Worker’s Compensation coverage for

all lifeguards working at the Pool.

- E. The Department understands and agrees that it is solely responsible for daily cleaning of pool, deck and locker rooms.
- F. The Department understands and agrees that the Department is solely responsible for performing backwash procedures and determining chemical usage needed for pool.
- G. The Department understands and agrees that the Department is solely responsible for operation of the mechanical plant at the Pool. Unless such failures are caused by the negligent conduct of the Department, the Department is not responsible for mechanical failures at the Pool.
- H. The Department understands and agrees that the Department is solely responsible for performing the providing daily water test results required by Wyoming Department of Health.
- I. The Department may staff the Pool consistent with the availability of qualified, trained staff available to fill the position of lifeguard.

6. **Responsibilities of the City.**

- A. The parties agree that City owns the Pool.
- B. The City agrees to pay the Department for the above services rendered during the term of this MOU.
- C. The City agrees to provide the Department chemicals, cleaning and maintenance materials for the Pool in order for the Department to operate the Pool during the term(s) of this MOU.
- D. The City agrees to bear all the costs associated with opening the Pool prior to the term(s) of this MOU.
- E. The City agrees to bear all the costs associated with closing the Pool following the term(s) of this MOU.
- F. The City is solely responsible for the operation and staffing of the concession stand at the Pool.
- G. The City is responsible for the maintenance of City property not excluded by this MOU.

7. **General Provisions.**

- A. **Amendments.** This MOU 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.** The laws of the State of Wyoming govern the construction, interpretation, and enforcement of this MOU. The Courts of the State of Wyoming have jurisdiction over this MOU and the parties. Venue for any matter arising under this MOU will be in the Sixth Judicial District, Campbell County, Wyoming.
- C. **Availability of Funds.** Each payment obligation of City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the MOU may be terminated by City at the end of the period for which the funds are available. City shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to City in the event this provision is exercised, and City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision will not be construed to permit City to terminate this MOU to acquire similar services from another party.
- D. **Entirety of Agreement.** This MOU contains the entire, integrated agreement among the parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.
- E. **Governmental Immunity.** Neither party waives governmental immunity by entering into this Agreement and, unless specifically and expressly waived, both parties retain all immunities and defenses available to them pursuant to W.S. 1-39-101 through 122 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, and similar provisions will not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement will not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity will be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), the parties do not intend to retain immunity in actions based on contract under this provision.
- F. **Indemnification.** The parties shall indemnify, hold harmless, and defend each other, their members of the governing body, directors, officers, agents, representatives, and employees from and against all injuries, claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the negligent acts, errors, omissions, conduct, or operations of the negligent party or any of its officers, sub-contractors, agents, or employees; (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in

this MOU; 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 MOU.

- G. **Independent Contractor.** Nothing in this MOU shall be interpreted as authorizing either party or its agents and/or employees to act as an agent or representative for or on behalf of the other party or to incur any obligation of any kind on behalf of the other party.
- H. **Severability.** If any part of this MOU 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 MOU and the remaining portions of this MOU shall be valid and enforceable.
- I. **Termination of MOU.** This MOU may be terminated, without cause, by either party upon thirty (30) days written notice. This MOU may be terminated immediately for cause if the City or Department fails to perform in accordance with the terms of this MOU.
- J. **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 MOU shall not be construed to create such status. The rights, duties, and obligations contained in this MOU operate only between the parties to this MOU and inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.
- K. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.
- L. **Waiver.** The waiver of any breach of any term or condition in this MOU will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach does not constitute a waiver. No waiver, amendment, release, or modification of this MOU may be established by conduct, custom, or course of dealing. All waivers must be in writing and signed by all parties.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

8. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**CITY OF GILLETTE**

\_\_\_\_\_  
Shay Lundvall, Mayor

\_\_\_\_\_  
Date

**DEPARTMENT**

\_\_\_\_\_  
Ryan Gross, Chairman  
Campbell County Parks & Recreation

\_\_\_\_\_  
Date

(S E A L)  
ATTEST:

\_\_\_\_\_  
Alicia Allen, City Clerk



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:**           **March 18, 2025**

---

**TITLE:**

Appointment to Citizen Advisory Board

~ Public Works / Utilities Advisory Committee (At Large Position) - One (1) Partial Term Expiring on December 31, 2027

**STAFF REFERENCE:**

Michael H. Cole, City Administrator



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:**           **March 18, 2025**

---

**TITLE:**

Appointment to Citizen Advisory Board  
~ Boys & Girls Club - One (1) Partial Term Expiring on December 31, 2027

**STAFF REFERENCE:**

Michael H. Cole, City Administrator



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:**           **March 18, 2025**

---

**TITLE:**

A Public Hearing for the Issuance of a New Restaurant Liquor License to Sherpa Indian Grill, Inc., d.b.a. Sherpa Indian Kitchen, located at 1414 W. 2nd Street.

**STAFF REFERENCE:**

Jennifer Toscana, Public Affairs Director

**ATTACHMENTS:**

[Public Hearing Notice](#)

## NOTICE OF APPLICATION FOR A NEW RESTAURANT LIQUOR LICENSE

Notice is hereby given that on the 26th day of February 2025, Sherpa Indian Grill Inc., filed an application for a new Restaurant liquor license in the office of the City Clerk of the City of Gillette to the following described place, 1414 West 2<sup>nd</sup> Street, and protests if any there be against the approval will be heard at the hour of 6:00 p.m., March 18, 2025, or as soon thereafter as so ordered by the City Council of Gillette, Wyoming, in the City Council Chambers of the City of Gillette, located at 201 East 5th Street, Gillette, Wyoming.

Dated this 27th day of February 2025



Alicia Allen, City Clerk

Publish:      March 4, 2025  
                    March 11, 2025



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:**           **March 18, 2025**

---

**TITLE:**

Council Consideration of a New Restaurant Liquor License to Sherpa Indian Grill, Inc., d.b.a. Sherpa Indian Kitchen, located at 1414 W. 2nd Street.

**SUGGESTED ACTION:**

I move to approve a New Restaurant Liquor License to Sherpa Indian Grill, Inc., d.b.a. Sherpa Indian Kitchen, located at 1414 W. 2nd Street.

**CASE BACKGROUND:**

Sherpa Indian Grill, Inc submitted an application for a new Restaurant Liquor License to the City Clerk's Office. The application and correlating documents were submitted to the Wyoming Liquor Division. A Public Hearing was published in the Gillette News Record on March 4, 2025 and March 11, 2025.

If approved, the newly issued license would expire on March 31, 2026 in conjunction with all Gillette Liquor Licenses.

Upon approval of the new license, the applicant will submit a renewal application to the City Clerk's Office, for consideration with the annual liquor license renewals in February 2026.

**STAFF REFERENCE:**

Jennifer Toscana, Public Affairs Director

**ATTACHMENTS:**

[Sherpa Application](#)

[Sales Tax License](#)

[Food Service Permit](#)

[Dispensing Diagram](#)

[Operation Plan](#)

[Financial Letter of Good Standing -Sherpa](#)

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

<b>To be completed by City / Town / County Clerk</b>		Local License #: <u>RST-02</u>
License Fees	Annual Fee: \$ <u>1,200.00</u>	Date filed with clerk: <u>12 / 26 / 2025</u>
	Prorated Fee: \$ _____	Advertising Dates: (2 Consecutive Weeks Prior to Hearing) <u>03/04/2025</u> & <u>03/11/2025</u>
	Transfer Fee: \$ _____	Public Hearing Date: <u>03 / 18 / 2025</u>
	Publishing Fee: \$ <u>90.00</u>	
Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		
License Term:	<u>04 / 01 / 2025</u> Through <u>03 / 31 / 2026</u>	
	Month Day Year	Month Day Year
<b>LICENSING AUTHORITY:</b> Begin publishing promptly. As W.S. 12-4-104(d) specifies: <b>NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.</b>		
Applicant (Business Name): <u>Sherpa Indian Grill Inc</u>		
Doing Business As (DBA) / Trade Name: <u>Sherpa Indian Kitchen</u>		
Building to be licensed / Building Address: <u>1414 W 2nd St</u>		
(Address Number, and Suite or Unit Number, and Street or Road Name)		
<u>Millette</u>	<u>WY</u>	<u>82716 Campbell</u>
City	State	Zip County
Local Mailing Address: <u>1414 W 2nd St</u>		
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)		
<u>Millette</u>	<u>WY</u>	<u>82716 Campbell</u>
City	State	Zip County
Local Business Telephone Number: <u>307-299-8040</u>	Fax Number: _____	
Business E-Mail Address: <u>sheppaindian123@gmail.com</u>		
Business Primary Contact: <u>Laxmi</u> <u>Budha</u>		
	First Name	Last Name
<b>FILING FOR</b>	<b>FILING IN (CHOOSE ONLY ONE)</b>	<b>FILING AS (CHOOSE ONLY ONE)</b>
<input checked="" type="checkbox"/> NEW LICENSE	<input checked="" type="checkbox"/> CITY / TOWN OF: <u>Millette</u>	<input type="checkbox"/> INDIVIDUAL
<input type="checkbox"/> TRANSFER OF LOCATION	<input checked="" type="checkbox"/> COUNTY OF: <u>Campbell</u>	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> TRANSFER OF OWNERSHIP		<input type="checkbox"/> LP <input type="checkbox"/> LLP <input type="checkbox"/> LLLP
<input type="checkbox"/> ASSIGNMENT LETTER MUST BE ATTACHED		<input type="checkbox"/> LLC <input type="checkbox"/> LC
FORMERLY HELD BY: _____		<input checked="" type="checkbox"/> CORPORATION (INC)
		<input type="checkbox"/> POLITICAL SUBDIVISION
		<input type="checkbox"/> ORGANIZATION
		<input type="checkbox"/> OTHER _____
<b>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</b>		
<input type="checkbox"/> RETAIL LIQUOR LICENSE	<input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE	<input type="checkbox"/> MICROBREWERY PERMIT
PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)	<input type="checkbox"/> BAR AND GRILL LIQUOR LICENSE	<input type="checkbox"/> WINERY PERMIT
<input type="checkbox"/> ON-PREMISE BAR	<input type="checkbox"/> RESORT LIQUOR LICENSE	<input type="checkbox"/> MANUFACTURER SATELLITE PERMIT
<input type="checkbox"/> OFF-PREMISE PACKAGE STORE	<b>LIMITED RETAIL LIQUOR LICENSE (CLUB)</b>	<input type="checkbox"/> WINERY SATELLITE PERMIT
<input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE	<input type="checkbox"/> VETERANS CLUB	<input type="checkbox"/> COUNTY MALT BEVERAGE PERMIT
	<input type="checkbox"/> FRATERNAL CLUB	<input type="checkbox"/> SPECIAL MALT BEVERAGE PERMIT
	<input type="checkbox"/> GOLF CLUB	
	<input type="checkbox"/> SOCIAL CLUB	
<b>SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)</b>		
<input type="checkbox"/> COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))	<input type="checkbox"/> RESORT (W.S. 12-4-401(iv) / 12-5-201(f))	
<input type="checkbox"/> GOLF CLUB (W.S. 12-5-201(f))	<input type="checkbox"/> GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))	
<input type="checkbox"/> GUEST RANCH (W.S. 12-5-201(f))	<input type="checkbox"/> Other: _____	
<b>OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))</b>		
<input checked="" type="checkbox"/> FULL TIME	MONTHS OF OPERATION from <u>Jan</u> to <u>Dec</u> <input checked="" type="checkbox"/> All Year (Jan-Dec)	
<input type="checkbox"/> SEASONAL	DAYS OF WEEK OF OPERATION from <u>Tues</u> to <u>Sund</u> <input type="checkbox"/> Every Day (Mon-Sun)	
<input type="checkbox"/> NON-OPERATIONAL / PARKED	HOURS OF OPERATION from <u>11 am</u> to <u>9 pm</u> <input type="checkbox"/> 24 Hours a Day	

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3****1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)**

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building.  
 (b) The Applicant **LEASES** the licensed building.

☐ YES (own)  
☒ YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page 1 paragraph 2.

**Note:** The lease term **MUST** continue at least through the term of the liquor license or permit

- (ii) **Sales** provision for alcoholic or malt beverages: located, on page 10 paragraph 1.

**Note:** The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.**2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)**

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building?

☐ YES ☒ NO

- (b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

**3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403 -**

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO  
 (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO  
 (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO  
 (d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

**4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)**

Is the licensed building within five (5) miles of an incorporated town or city?

☐ YES ☒ NO

**5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)**

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO  
 1. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

**6. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)**

Is a copy of the valid food service permit or the approved permit application attached?

☒ YES ☐ NO

**7. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)**

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO  
 (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO  
 (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO  
 (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO  
 (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO  
 1. If **YES** to (e), is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

**8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)**

- (a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

**9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:****FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)**

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☒ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☒ NO

**10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:****VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):**

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☒ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☒ NO

**11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:****GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):**

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☒ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☒ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☒ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☒ NO
2. If YES, is a copy of the food and beverage contract or lease attached? ☐ YES ☒ NO

**12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:****SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):**

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☒ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☒ NO
- (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☒ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☒ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☒ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☒ NO
- (g) Is a true copy of the club bylaws attached to this application? ☐ YES ☒ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☒ NO

**13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other:  
W.S. 12-4-102(a)(ii) & (iii)**

**Each individual, partner or officer (as applicable) must complete all of the information below.  
(If more information is required, list on a separate piece of paper and attach to this application.)**

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip  <b>DO NOT LIST PO BOXES</b>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

**14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)**

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

**Each Officer, Director or LLC member must complete all of the information below.  
(If more information is required, list on a separate piece of paper and attach to this application)**

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <b>DO NOT LIST PO BOXES</b>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Laxmi N Budha Chhetri	03/19/1994	6005 24th Av WY 82716	832 377 9316	5 years	27.50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Kishor Bhandari	04/22/1994	430 Pri v WY 82716	307 409 0798	5 years	45%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Sajan Bahiya	06/18/1997	1116 Woodbun WY 82716	0798 0115	5 years	27.50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
		28 Spearfish SD 57783	605-641 0115			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

**REQUIRED ATTACHMENTS:**

- ☐ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☐ If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

**OATH OR VERIFICATION**

Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

**Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.**

STATE OF WYOMING )

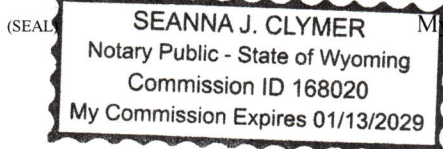
COUNTY OF Campbell ) SS.

Signed and sworn to before me on this 26<sup>th</sup> day of February, 2025 that the facts alleged in the foregoing instrument are true by the following:

- |                                      |  |                       |
|--------------------------------------|--|-----------------------|
| 1) <u>[Signature]</u><br>(Signature) | <u>Laxmi N Budha Chhetri</u><br>(Printed Name) | <u>owner</u><br>Title |
| 2) <u>[Signature]</u><br>(Signature) | <u>Kishor Bhandari</u><br>(Printed Name)       | <u>owner</u><br>Title |
| 3) _____<br>(Signature)              | _____<br>(Printed Name)                        | _____<br>Title        |
| 4) _____<br>(Signature)              | _____<br>(Printed Name)                        | _____<br>Title        |
| 5) _____<br>(Signature)              | _____<br>(Printed Name)                        | _____<br>Title        |

Witness my hand and official seal:

[Signature]  
Signature of Notary Public



My commission expires: 01/13/2029

Sales/Use Tax License No: 17007639 Business Start Date : 04/05/2020 Certificate Print Date: 04/14/2020

The vendor shown below has registered with the Department of Revenue and has been authorized to collect the sales/use tax imposed by the sales/use Tax Act of 1937, as amended and to furnish receipts therefore. This license shall be valid and effective until canceled or revoked and is not transferable.

Location: 1414 W 2ND ST  
GILLETTE WY 82716-3306  
UNITED STATES

Issued To: SHERPA INDIAN GRILL INC  
SHERPA INDIAN GRILL INC  
1414 W 2ND ST  
GILLETTE WY 82716-3306  
UNITED STATES

Display Conspicuously at the Place of Business for Which Issued

-----  
Cut along this line to separate license certificate. Please retain the information below for your reference.

#### WYOMING SALES/USE TAX REPORTING INFORMATION

1. Your filing frequency is Monthly beginning: 4/5/2020. Quarterly filers will be setup on calendar quarter. If you are a quarterly filer, your first return may be for a portion of a calendar quarter.
2. You will receive your return approximately the first week of the month in which it is due. Example: MONTHLY filers; January return will be received first half of February and it must be post marked on or before the last day of February. QUARTERLY filers; January, February, and March returns will be received first half of April and must be post marked on or before the last day of April.
3. Failure to receive a return from the Department of Revenue does not relieve you from the responsibility of filing and paying the tax due on or before the due date. Returns must be filed even if no sales were made or any tax due.
4. The postmark date determines the timeliness of your return. Returns with a late postmark are subject to penalty and interest.
5. Please notify the Excise Tax Division at the Cheyenne Office in writing if there is a change of address or ownership. Be sure to include your Wyoming Sales/Use tax license number on any correspondence and/or remittance sent to the Department to ensure timely processing.

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE  
CONSUMER HEALTH SERVICES  
2219 CAREY AVE  
CHEYENNE, WY 82002**

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 10013

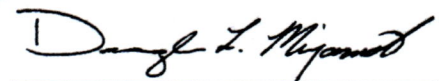
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

**SHERPA INDIAN GRILL INC  
1414 W 2ND ST  
GILLETTE, WY 82716**

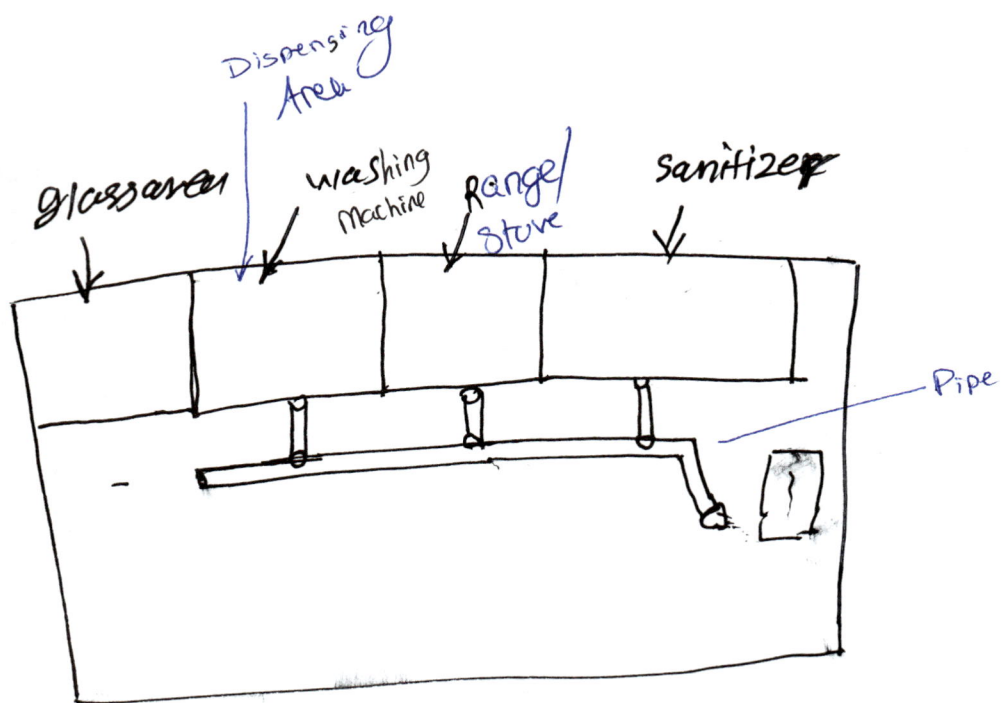
**EXPIRATION DATE:  
3/27/2025**

**SHERPA INDIAN KITCHEN  
SAJAN BANIYA  
1116 WOODBURN DRIVE  
SPEARFISH, SD 57783**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT  
AND POSTED CONSPICUOUSLY  
AT THE PHYSICAL LOCATION**



# Gillette Police Department



P.O. Box 518  
Gillette, WY 82717  
Website: [www.gillettewy.gov](http://www.gillettewy.gov)

Administration: (307) 686-5232  
Non-Emergency: (307) 682-5155  
Administration Fax: (307) 686-0396

Chief of Police  
Chuck Deaton

## LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: ShriPa Indian Grill Inc

Common name (doing business as): ShriPa Indian Kitchen

Street address: 1414 W 2nd ST Gillette WY, 82716

Phone #: 307-299-8040

Type of license: Retail Limited Restaurant Bar & Grill Delivery

Hours of Operation

Our planned hours of operation are: 11:00am to 9:00pm

Last call will be 0 minutes before closing and last service will be 0 minutes before closing.

Format

The premises will be operated as: a restaurant that serves  
malt beverages and wine.

Include: Nature of business  
Bar  
Package Liquor  
☒ Restaurant

Regular Events  
Happy hour  
Live Entertainment

Special Events  
Competitions of strength  
Sexually oriented entertainment  
Other special events

(All outside events require a malt beverage or catering permit.)

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

Security / Crowd Control / Capacity Limits

The official capacity limit for our business is: 195

In order to comply with our capacity limits we shall: keep track of guests and make sure that more than 195 people are not in the building at the same time

We shall maintain peace and order in and around our business by: asking unruly guests to leave and if they don't we will call the police dept.

Rules of the establishment shall be enforced by: the owner or manager.

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen to twenty year old servers in restaurants if applicable, our establishment will: Make sure manager/owner has taken tips training and there is always someone at least 18 to serve the guests

If you retain full retail license, do you plan on alcohol delivery? Yes or (No)  
What is your operational plan to ensure compliance with state statute if you answered yes? N/A

  
Signature of License Holder

Laxmi N Budha Chhetri

Printed Name

02/26/25

Date



Wells Fargo Gillette Main  
500 S Douglas Highway  
Gillette, WY 82716

wellsfargo.com

February 27, 2025

IAXMI N BUDHA CHHETRI  
600 S Gillette Avenue  
Gillette, WY 82716

Dear to whom it may concern,

This letter indicates that the Customer named above has requested a verification of the following deposit accounts with Wells Fargo Bank, N.A.

Row	Account Number (Last 4-digits)	Account Name	Date Opened	Current Balance (see Note 1 below)	Average Balance Last 12 Months (see Note 2 below)
1	9433	Initiate Business checking	03/05/2020	<del>REDACTED</del>	<del>REDACTED</del>
2					
3					
4					
5					

**Note 1:** The Current Balance is the opening available balance as of the date of this letter, but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof.

**Note 2:** The Average Balance Last 12 months is the average amount of money you had in your account over the past year, calculated by adding up the closing balance of each day within that 12-month period and dividing by the number of days in that time frame.

Important Disclosures

The recipient of this information hereby acknowledges that Wells Fargo ("we", "us") does not represent or warrant that the information provided herein is complete or accurate, and any errors or omissions in the information shall not be a basis for a claim against us. This information may not disclose the entire relationship the Customer maintains with us.

This information is subject to change at any time without notice. We are not obligated to notify the recipient of any change in this information, or if any deposit account relationship referenced herein is, or is in the process of being, modified, terminated, or cancelled, unless we are required to do so by law or under the terms of the applicable deposit account agreement.

This letter does not constitute a guaranty of future balances or credit support of any nature, nor do we accept any duty, responsibility, liability or obligation that may arise from providing this letter, including any reliance upon the information or for any loss or damage that may result.

If you have any questions about the information provided or need additional information, please contact the bank's customer as the bank has not been authorized to provide you with any additional information.

Thank you. We appreciate your business.

Wells Fargo Bank, N.A.

*Keri Svalina*  
Branch operations manager



**CITY OF GILLETTE  
CITY COUNCIL**

---

**DATE:**           **March 18, 2025**

---

**TITLE:**

Council Meeting Safety & Public Meeting Rules.

**CASE BACKGROUND:**

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

**STAFF REFERENCE:**

Michael H. Cole, City Administrator

**ATTACHMENTS:**

[Meeting Safety & Public Meeting Rules](#)



## CITY CLERK'S OFFICE

### **CITY COUNCIL MEETING SAFETY & PUBLIC MEETING RULES**

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

#### **Speakers**

- Persons seeking to be recognized for public comment must, without exception:
  - State their name
  - State their physical address
  - If speaking on behalf of an organization, identify their position or affiliation
- The public comment period will be limited to ten (10) minutes total.
- Speakers must remain behind the podium/lectern.
- Speakers shall refrain from making comments of a personal nature that reflect upon the character of a Councilperson, the Mayor, City staff, or another speaker. Personal criticism, ridicule, intimidating behavior, and name calling is forbidden.
- Speakers shall refrain from the use of indecent or obscene language, "fighting words" or other language which is disruptive to the orderly discussion at the meeting.

#### **Audience Members**

- Audience members will refrain from distracting side conversations or speaking out when another person is talking.
- Audience members will refrain from shouting, booing, or other similar unruly behavior that impedes or disrupts the orderly conduct of the meeting.

#### **Enforcement of Meeting Rules**

- The Governing Body will request that a person violating any Meeting Rules cease the violation.
- Failure to comply with the Governing Body's warning may result in removal from the Council Chambers, criminal prosecution pursuant to Gillette City Code Section 14-5, recess of the meeting, or any remedy available under Wyoming law.