



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

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Invocation and Pledge of Allegiance

C. APPROVAL OF GENERAL AGENDA

D. APPROVAL OF CONSENT AGENDA

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

1. Regular Meeting Minutes - December 16, 2025

2. Bills and Claims

Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. Mayor Lundvall - \$68,970.71

Travel Reimbursement - \$61.71

S & S Builders - Concrete Repair at City Hall Parking Lot - \$68,909.00

Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. A Proclamation for *Campbell County 250 Commemoration*.

Staff Reference: Michael H. Cole, City Administrator

**2. Employee Years of Service Recognition
~ Ramsey Sharp, Finance Department, 20 Years of Service**

Staff Reference: Michael H. Cole, City Administrator & Michelle Henderson, Finance Director

3. Gurley Overpass Evaluation Presentation

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

4. Things to Know Video for January, 2026.

Staff Reference: VIDEO - Jennifer Toscana, Public Affairs Director

H. UNFINISHED BUSINESS

1. ORDINANCE 2ND READING: Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 6/0/1 Abstention)

Staff Reference: MAP - 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 a Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 7/0)

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

I. NEW BUSINESS

1. Council Consideration for the Designation of an Official Newspaper for a One-Year Term for 2026.

Staff Reference: Michael H. Cole, City Administrator

2. Council Consideration for the Designation of Bank Depositories for Public Funds of the City of Gillette for Calendar Year 2026.

Staff Reference: Michelle Henderson, Finance Director

3. Re-Appointment of Municipal Court Judges for 2026.

Staff Reference: Michael H. Cole, City Administrator

4. Re-Appointment of City Attorney for 2026.

Staff Reference: Michael H. Cole, City Administrator

5. Council Consideration to appoint the Energy Capital Economic Development Executive Director, or his designee, to the Wyoming Smart Capital Network Advisory Council on behalf of the City of Gillette.

Staff Reference: Michael H. Cole, City Administrator

6. Council Consideration of an Appointment to 1 (One) Three Year Term on the Board of Adjustment, expiring 12/31/2028.

Staff Reference: Michael H. Cole, City Administrator

7. Council Consideration of Appointments to 5 (Five) Three Year Terms on the Board of Examiners, expiring 12/31/2028 including 1 Builder, 1 Electrician, 1 Plumber, and 2 At Large Positions.

Staff Reference: Michael H. Cole, City Administrator

8. Council Consideration of an Appointment to 1 (One) Three Year Term on the Council of Community Services Board, expiring 12/31/2028.

Staff Reference: Michael H. Cole, City Administrator

9. Council Consideration of an Appointment to 1 (One) Three Year Term on the Campbell County Joint Powers Lodging Tax Board, expiring 12/31/2028.

Staff Reference: Michael H. Cole, City Administrator

10. Council Consideration of an Appointment to 1 (One) Three Year Term on the Gillette Historic Preservation Commission, expiring 12/31/2028.

Staff Reference: Michael H. Cole, City Administrator

11. Council Consideration of Appointments to 2 (Two) Three Year Terms on the Softball Commission, expiring 12/31/2028.

Staff Reference: Michael H. Cole, City Administrator

12. Council Consideration of an Appointment to 1 (One) Three Year Term on the Retiree Health Benefit Trust Committee, expiring 12/31/2028.

Staff Reference: Michael H. Cole, City Administrator

13. Council Consideration of an Appointment to 1 (One) Three Year Term on the Wyoming Municipal Electric Joint Powers Board, expiring 12/31/2028.

Staff Reference: Michael H. Cole, City Administrator

- 14. Council Consideration for the Acceptance of Public Improvements for the Force Road Mill and Overlay Project Installed by Simon Contractors, in the Amount of \$564,300.59 (1% Project).**

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

- 15. Council Consideration for the Acceptance of Public Improvements for the Allen Avenue Reconstruction Project, Installed by Dan Hart Patrol Service, LLC in the Amount of \$1,881,860.31 (1% Project).**

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

- 16. Council Consideration for the Acceptance of the Dalbey Memorial Park Improvements Study, Prepared by RVi, in the Amount of \$242,911.00 (1% Project).**

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

- 17. Council Consideration for the Acceptance of the 2025 Sewer Point Repairs Project at Delanie Court and Black Hills Urgent Care, installed by DRM, Inc. in the Amount of \$136,937.07 (1% Project).**

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

- 18. Council Consideration for the Acceptance of the Sutherland Subdivision Valve Project: Phase 2, installed by Hot Iron, Inc., in the Amount of \$183,917.45 (1% Project).**

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

- 19. Council Consideration of a Purchase and Sale Contract Between the City of Gillette and David Schmidt Regarding 2910 South Douglas Highway, Gillette, WY 82718 for the Amount of \$141,000.00.**

Staff Reference: Sean Brown, City Attorney

- 20. Council Consideration of a Purchase and Sale Contract Between the City of Gillette and Stewart Petersen Property, LLC Regarding 604 Edwards Street, Gillette, WY 82716 for the Amount of \$78,000.00.**

Staff Reference: Sean Brown, City Attorney

J. PUBLIC HEARINGS AND CONSIDERATIONS

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: **January 6, 2026**

TITLE:

Invocation and Pledge of Allegiance



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **January 6, 2026**

TITLE:

Regular Meeting Minutes - December 16, 2025

ATTACHMENTS:

[251216 Regular Meeting Minutes](#)

A Regular Meeting of the City Council was held on Tuesday the 16th day of December 2025, in the City Hall Council Chambers.

Present were Councilmembers Smith, McLeland, Gross, Carsrud, Clary (via teleconference), 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; Project Manager Fiske; and City Clerk Allen.

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 Carsrud. All voted aye. The motion carried.

Approval of Consent Agenda

Minutes

Regular Meeting Minutes – December 2, 2025

Bills and Claims

Advanced Pump & Equipment, Inc, 15,442.81; Agosto Holdings, LLC, 3,547.86; AlSCO, 1,840.32; Am Signal LLC, 15,428.90; American Track Generations LLC, 448.53; American Welding & Gas Inc, 39.13; Anixter Power Solutions, 167.56; Anixter Power Solutions, 45,152.18; Antelope Valley Improvement & Service District, 7.50; Arrow Printing and Graphics Inc, 577.00; Atlas Office Products, 694.85; Axon Enterprise Inc, 72,813.70; Badwound, Reynold B, 23.12; Baker, Dave, 0.50; Balco Uniform Co., Inc, 265.00; Begg Borough Steel, LLC, 455.99; Big Horn Tire Inc, 6,848.56; Bighorn Hydraulics Inc, 123.57 Biological Consulting Services, 7,080.00; Black Hills Power & Light, 226,017.63; Black Hills Power & Light, 50,601.14; Black Hills Power & Light, 718,516.10; Black Hills Power & Light, 254,507.16; Black Hills Wyoming LLC, 4,505.36; Black Hills Wyoming LLC, 300,949.82; Black Hills Wyoming LLC, 243,429.53; Blue Cross Blue Shield of Wyoming, 106,521.60; Blue Cross Blue Shield of Wyoming, 91,414.09; Blue Cross Blue Shield of Wyoming, 82,942.56; Bomgaars Supply, 439.50; Border States Electric, 3,160.82; Brandi Tonkel, 425.00; Braxton Riley, 300.00; Brenntag Pacific, Inc, 15,064.50; Brent Wasson, 87.50; Brian Roesner, 300.00; Burian, Jeff, 139.75; Burns And McDonnell Corporation, 32,986.91; C & K Equipment Sales, Inc., 94.40; Campbell County Landfill, 69,397.75; Campbell County Sheriff, 3,250.00; Carnahan, Misty, 153.33; Carson, Jayden, 117.31; Cbh Co-Op, 2,248.43; Cdw Government Inc, 24,389.60; Central Truck & Diesel Inc, 572.45; CenturyLink, 3,001.61; City Clerk Office, 2,641.57; City Of Gillette, 30,168.13; City Of Gillette, 69.30; Coach Properties LLC, 365.10; Coach Properties LLC, 273.88; Coach Properties LLC, 366.75; Coach Properties LLC, 366.43; Coca-Cola Bottling Company High Country, 187.50; Cody Thompson, 9,345.00; Collins Communications Inc, 270.00; Compass Indian Hills LLC, 168.61; Compasscom Software, 2,813.38; Consolidated Engineers Inc, 14,461.25; Cooperative Personnel Services, 1,260.00; Core & Main, 9,395.86; Coulter West, 940.00; Courtney Lorraine Fulginiti, 225.00; Craig Furman, 150.00; Crescent Electric Supply, 1,638.68; Crestview Improvement & Service District, 7.50; Croell Inc, 1,773.36; Crum Electric Supply Company, 1,059.31; Cummins Rocky Mountain Inc, 12,943.87; Current Electric, LLC, 157.05; Dan Hart Patrol Service LLC, 5,763.36; Daniel Kluver, 300.00; Davis Property Management, 389.11; Department Of Energy, 63,032.86; Deq-Shwm Div/Storage Tank Prgm, 400.00; Dowl LLC, 2,757.81; Drm Inc, 501,871.52; Ecoverse Industries Ltd, 1,404.40; Edi Mendoza, 49,850.00; Employment Testing Center of Wyoming, 350.00; Encodeplus, LLC, 7,250.00; Energy Laboratories Inc, 5,646.70; Entenmann Rovin Company, 413.95; Eric Vos, 250.00; Eric Weltmer, 300.00; Ethan Hayes, 500.00; Eustice, Ashley, 53.93; Evident Inc, 2,620.27; Ferguson Enterprises LLC #3325, 1,349.50; Ferguson Enterprises, Inc #1116, 1,819.66; Firemaster Dept 1019, 3,049.00; First Class Auto, 7,721.65; First National Bank of Gillette, 24,661.14; First Northern Bank of Wyoming, 26,109.45; First State Bank, Division of Glacier Bank, 303.33; Foster, David, 31.85; Frandson Safety Inc, 140.00; G And G Landscaping Inc, 10,000.00; Gallegos, Chance, 63.63; Galls, An Aramark Company, 453.82; Galls, LLC, 150.00; Garratt Callahan Company, 1,460.00; Gillette Contractors Supply Inc, 1,263.00; Good, Angel & Christopher, 188.86; Greiner Motor Company, 2,307.24; Grossenburg Implement Incorporated, 160.54; Hardrives Construction Inc, 19,393.77; HD Supply Inc, 591.39; Hdr Engineering Inc, 58,315.32; Healthequity, Inc., 4,266.96; Healthequity, Inc., 888.57; Healthequity, Inc., 861.33; Healthequity, Inc., 253.50; Hensley, Anthony, 54.86; Highview MHC LLC, 45.19; Highview MHC LLC, 87.02; Highview MHC LLC, 77.12; Hladky Construction, 228,224.97; Hodgins, Gina, 79.13; Home Fire Foods, 270.00; Hot Iron, 485,632.48; Interstate Engineering, Inc, 820.00; Ixom Watercare Inc, 5,500.00; Jack's Truck Center Inc, 56.12; Jane Stearns M.S. LPC, 1,100.00; Jeremy Jackson, 300.00; Joe Johnson Equipment, LLC, 309.87; Jon Herman,

500.00; Jose Guerrero, 684.00; Karen's Delivery Service, 45.00; Klj Engineering LLC, 25,083.74; Kris Hunter, 200.00; Kyle Sprague, 250.00; Lopez, Lara, 176.79; Lowe Roofing Inc, 1,119.84; Mandros Painting Inc, 124,585.00; Matcor, Inc, 6,937.94; Matheson, Colbi, 20.44; Mattheisen, Alexis, 160.70; Mcm General Contractors, 21,884.80; Mcs , LLC, 63.08; Michael Stulken, 500.00; Morrison Maierle Inc, 25,107.28; Mountain Peaks Diagnostics, LLC, 83.80; Mt View Apts, 2-0091, 273.92; Nathan G Steiner, 872.00; National Medical Services, 66.00; Ness, Alexandria, 153.27; Nevarez Hernandez, Lauro, 373.43; Newman Signs Inc, 1,890.00; Nichols, Alexandra, 89.02; Norco Inc, 1,842.16; Online Information Services Inc, 349.68; Pacific Steel & Recycling, 64.89; Paintbrush Sewer & Drain, 3,522.75; Palmer, Raune, 18.70; Partson LLC, 2,381.48; Patterson, Chase, 152.27; Pca Engineering Inc, 12,825.76; Peche, Lydia, 15.78; Pete Lien & Sons Inc, 195.25; Pollack, John, 169.74; Postal Pros Southwest Inc, 5,750.63; Powder River Construction, 112,234.17; Powder River Energy Corporation, 5,250.00; Powder River Heating & Conditioning Corporation, 12,487.75; Powder River Heating & Conditioning Corporation, 10,681.02; Powerdms, Inc, 17,507.80; Pro Windmill Inc, 250.00; Proelectric Inc, 1,756.98; Proffit, Kyler, 109.35; Pryor, Candice, 103.58; Push Pedal Pull, 18,210.00; Railroad Management Co LLC, 8,839.18; Ralph Valdez, 500.00; Rapid Fire Protection Inc, 1,871.00; Real Time Networks Inc, 11,438.00; Regulatory Compliance Services Inc, 395.00; Remington Village Icg, LLC, 57.51; Rms Instrument & Electrical, LLC, 6,841.00; Rocked Co LLC, 730.00; Ron Turley Associates Inc, 3,000.00; Rve, Inc, 8,560.80; Ryan Schrock, 596.20; S & S Builders, 130,451.03; Sanchez, Adan, 167.93; Sarah Hatmaker, 285.12; Schulte Ta Inc, 59,773.75; Security State Bank, 25,559.60; Shay Lundvall, 869.53; Signboss LLC, 2,374.41; Simon Contractors, 58,469.70; Simon Contractors, 53,990.90; Smarsh Inc., 73.90; Source Office Products, 457.61; Southview Leasing LLC, 0.90; Square Grove LLC, 10,733.00; Staley, Brandie, 73.16; Staples Contract & Commercial LLC, 834.04; State of Wyoming, 10.00; State of Wyoming Office of the Attorney General, 985.00; Stuart C. Irby Co, 1,681.01; Sunshine Real Properties, 94.60; Tantalus Systems Inc, 67,419.03; Team Laboratory Chemical, LLC, 189.75; Terry Sjolín, 150.00; Thomson West, 774.76; Thunder Basin Ford LLC, 4,122.65; Tammi, LLC, 4,151.92; Tony White, 300.00; Tr Consulting Services LLC, 67,000.00; Trevor Johnson, 250.00; Tri-State Industries Inc, 4,668.00; United Central Industrial Supply Co, 490.98; Urrutia, Ramacita, 135.34; Visionary Communications, 1,092.96; Walton, Joseph, 37.94; Wells Fargo Bank, 2,000.00; Wesco Receivables Corp, 63,019.30; Western Stationers, 2,257.02; Western Waste Solutions Inc, 6,237.00; White's Frontier Motors, 1,836.29; Wooldridge, Angelyna, 73.17; Wright, Dalton, 111.09; Wwc Engineering, 33,636.25; Wyodak Resources Development Corp, 45,396.56; Wyoming Association of Rural Water Systems, 505.00; Wyoming Center For Clinical Excellence, 1,000.00; Wyoming State Board of Veterinary Medicine, 100.00; Wyoming State Revenue and Tax, 106,210.26; Wyoming State Revenue and Tax, 91,129.12; Xylem Water Solutions Usa Inc, 5,916.00; Z And Z Seal Coating, 9,090.68.

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

Approval of Conflict Claims

Councilmember West made a motion to approve a conflict claim for Mayor Lundvall in the amount of \$138,186.40; seconded by councilmember Gross. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. Mayor Lundvall abstained. The motion carried.

Comments

Council

Councilmembers West, McLeland, Smith, and Gross commended the Chief of Police and the City Administrator on staffing the Police Department. Smith added recognition for the Sheriff's Office, adding that all officers are appreciated.

Liaison

Councilmember McLeland attended the Fire Board Meeting highlighting that the Fire Department passed their audit and asked the public to be mindful of wildfires with the continued dry conditions.

Councilmember Gross stated that the Council of Community Services will be donating Christmas Meal Baskets from 9:00 a.m. to 4:00 p.m. on December 22nd. The public must register for a basket by either going to the Council of Community Services or by calling (307)686-2730. Gross added that the Gillette Chamber Singers will be singing at the Presbyterian Church on December 17th and 18th beginning at 7:00 p.m.

Councilmember West expressed the benefit of the 1% tax funds for the Juvenile Services Program.

Written

City Clerk Allen stated that the City Clerk's Office received a written comment from Laura Cox, thanking the council members that voted to repeal the Malicious Harms Ordinance.

Proclamations / Presentations

Joe Schoen, City Engineer, and Tobias Fiske, Project Manager, presented information on the Dalbey Park Master Plan Improvements Study such as adding amenities and enhancements for safety. Council members raised concerns about noise, vehicle speeds, water quality, and costs. Administrator Cole reiterated the council's next steps.

New Business

Minute Action

Councilmember Carsrud made a motion for the Acceptance of the Financial Audit Report Prepared by Bennett, Weber & Hermstad, LLP, for the Fiscal Year Ended June 30, 2025; seconded by councilmember West. Ryan Gemar, accompanied by Brandon Larson, with Bennett, Weber & Hermstad, LLP, presented the 2025 Financial Audit Report. All voted aye. The motion carried.

Councilmember West made a motion for the Acceptance of Public Improvements for the Arlington Court Drainage Access Project, installed by Hladky Construction, in the Amount of \$185,578.80 (1% Project); seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember Gross made a motion for the Acceptance of the Heated Vehicle Storage Roof Restoration Project, Completed by Raisley Painting LLC in the amount of \$243,760.00; seconded by Council President Carsrud. All voted aye. The motion carried.

Councilmember West made a motion for the Acceptance of the Donkey Creek Flood Study Final Report, Prepared by WWC Engineering, in the Amount of \$250,000.00 (FEMA grant and 1% Project); seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember McLeland made a motion to approve a Professional Services Agreement for Design Services Associated with the Westover Road Retaining Wall Project with DOWL, LLC in the Amount of \$48,000.00 (1% Project); seconded by councilmember Carsrud. All voted aye. The motion carried.

Councilmember West made a motion to Authorize the Mayor to Sign a Well Maintenance M9 & M10 Quote Agreement Between the City of Gillette, Wyoming and Sargent Drilling in the Amount of \$63,206.00; seconded by councilmember Gross. All voted aye. The motion carried.

RESOLUTION NO. 2926

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CHANGE OF STATUS FORM FOR APPOINTED POSITIONS

Councilmember Smith made a motion to approve the foregoing Resolution; seconded by councilmember West. All voted aye. The motion carried.

Public Hearings and Considerations

Mayor Lundvall opened a Public Hearing to Consider a Transfer of Real Property to the Gillette Community College District. Attorney Brown provided history of the property and the requirement for the Public Hearing. Brown stated that the transfer action would likely be before council at the regular meeting scheduled for January 20, 2026. Hearing no public comments, Mayor Lundvall closed the Public Hearing.

Mayor Lundvall opened a Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the Attached Exhibit. Hearing no public comments, Mayor Lundvall closed the Public Hearing.

ORDINANCE NO. 26-10

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1, PRONGHORN RANCH PHASE III, FROM R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT. (PLANNING COMMISSION VOTE: 6/0/1 ABSTENTION)
Council President Carsrud made a motion to approve the foregoing Ordinance on first reading, seconded by councilmember West. Administrator Cole explained the rezone of the subdivision. Council members Smith, McLeland, Gross, Carsrud, West, and Mayor Lundvall voted aye. Councilmember Clary voted nay. The motion carried.

Mayor Lundvall opened a Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for a Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72,

Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the Attached Exhibit. Hearing no public comments, Mayor Lundvall closed the Public Hearing.

ORDINANCE NO. 26-11

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR A PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALL OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 49, RANGE 72, ALSO KNOWN AS 4500 FORCE ROAD, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, AND AG, AGRICULTURAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT. (PLANNING COMMISSION VOTE: 7/0)

Councilmember West made a motion to approve the foregoing Ordinance on first reading, seconded by councilmember McLeland. Administrator Cole explained that the property owner would like to rezone the property with future plans to subdivide the property for residential housing. All voted aye. The motion carried.

Public Comment

Heidi Kennedy thanked council for the Dalbey Park Master Plan Presentation and expressed her appreciation for the park.

Administrator's Report

Administrator Cole stated that this meeting concludes the last Council Meeting of the Calendar Year, adding that the January 6, 2026 City Council meeting will include annual appointments while the January 20th meeting will include appointments of City Council members to community boards.

Mayor Lundvall thanked the community for their engagement and wished everyone a Merry Christmas and happy New Year.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 7:04 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next regularly scheduled meeting will be held on Tuesday, January 6, 2026, in the City Hall Council Chambers.

(S E A L)
ATTEST:

Shay Lundvall, Mayor

Alicia Allen, City Clerk
Publication Date: December 23, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Bills and Claims

SUGGESTED ACTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Bills and Claims](#)

[Bills and Claims Prepaids](#)

[Wire Transfers](#)

Expenditure Approval Report

Check Approval Date of 01/06/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
4555-ATLAS OFFICE PRODUCTS			
	200789	OS INVENTORY	522.88
	200790	OS INVENTORY	447.74
	200791	OS INVENTORY	142.44
	200792	OS INVENTORY	269.61
		VENDOR TOTAL:	1,382.67
1511-NORCO INC			
	200848	CUSTODIAL INVENTORY	672.00
	200849	CUSTODIAL INVENTORY	66.68
	200850	CUSTODIAL INVENTORY	36.74
	200852	CUSTODIAL INVENTORY	844.31
	200856	CUSTODIAL INVENTORY	360.60
	200857	CUSTODIAL INVENTORY	1,082.59
	200858	CUSTODIAL INVENTORY	45.72
	200861	CUSTODIAL INVENTORY	2,423.57
		VENDOR TOTAL:	5,532.21
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO			
	200882	OS INVENTORY	196.20
		VENDOR TOTAL:	196.20
2300-WESTERN STATIONERS			
	200897	OS INVENTORY	216.72
	200898	OS INVENTORY	1,645.81
	200899	OS INVENTORY	15.84
	200900	OS INVENTORY	104.49
	200901	OS INVENTORY	15.60
	200902	OS INVENTORY	103.90
		VENDOR TOTAL:	2,102.36
		DIVISION TOTAL:	9,213.44
		DEPARTMENT TOTAL:	9,213.44

Expenditure Approval Report

Check Approval Date of 01/06/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
5158-ALLIANT INSURANCE SERVICES			
	200686	ERC EVENT INSURANCE FOR BANQUET	451.00
		VENDOR TOTAL:	451.00
1381-CITY OF GILLETTE			
	200642	PETTY CASH REIMBURSEMENT	33.00
		VENDOR TOTAL:	33.00
1345-ENERGY CAPITAL ECONOMIC DEVELOPMENT			
	200767	ANNUAL FUNDING	65,000.00
		VENDOR TOTAL:	65,000.00
1864-FIRST NATIONAL BANK OF GILLETTE			
	200773	CITY HALL RENOVATION - RETAINA	1,487.60
	200775	CITY HALL RENOVATION - RETAINA	4,646.40
		VENDOR TOTAL:	6,134.00
1422-GILLETTE CONTRACTORS SUPPLY INC			
	200802	PARKS * ENZI * TYLER	119.90
		VENDOR TOTAL:	119.90
5187-MEDICUS HEALTH DIRECT, INC.			
	200845	FILE CABINET	3,412.30
		VENDOR TOTAL:	3,412.30
1958-PCA ENGINEERING INC			
	200660	ECSC RE-SUBDIVISION	3,575.20
		VENDOR TOTAL:	3,575.20
2050-PRIME RIB RESTAURANT			
	200479	EMPLOYEE THANKSGIVING DINNER	5,172.75
		VENDOR TOTAL:	5,172.75
1804-SIMPSON'S PRINTING			
	200465	BANQUET INVITATIONS	229.00
		VENDOR TOTAL:	229.00
2066-SOURCE OFFICE PRODUCTS			
	200869	JUDICIAL AREA FURNITURE	8,734.02
		VENDOR TOTAL:	8,734.02

Expenditure Approval Report

Check Approval Date of 01/06/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
2212-VAN EWING CONSTRUCTION			
	200772	CITY HALL RENOVATION	28,264.40
	200774	CITY HALL RENOVATION	88,281.69
		VENDOR TOTAL:	116,546.09
2382-WYOMING LAWN PRO CORP			
	200510	WINTERIZING TREATMENT FOR NEW FIELD GRASS	1,500.00
		VENDOR TOTAL:	1,500.00
		DIVISION TOTAL:	210,907.26
		DEPARTMENT TOTAL:	210,907.26

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
4458-EMPLOYMENT TESTING CENTER OF WYOMING		
200553	POPH1, FJAFJD	650.00
	VENDOR TOTAL:	650.00
5143-RYAN SCHROCK		
200563	DRUG AND ALCOHOL TESTING	1,552.00
	VENDOR TOTAL:	1,552.00
4305-STERLING INFOSYSTEMS, INC		
200489	BACKGROUND CHECKS	359.71
	VENDOR TOTAL:	359.71
	DIVISION TOTAL:	2,561.71
21-SAFETY		
1808-SIR SPEEDY		
200509	CDL MANUAL	821.27
	VENDOR TOTAL:	821.27
1748-THAT EMBROIDERY PLACE		
200504	SAFETY COAT - G BOWMAN	75.00
	VENDOR TOTAL:	75.00
	DIVISION TOTAL:	896.27
	DEPARTMENT TOTAL:	3,457.98

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
1158-BENNETT WEBER & HERMSTAD LLP		
200653	FY14/25 AUDIT	38,750.00
	VENDOR TOTAL:	38,750.00
	DIVISION TOTAL:	38,750.00
26-CUSTOMER SERVICE		
1395-COLLECTION PROFESSIONALS GILLETTE		
200478	NOVEMBER 2025 COLLECTIONS	580.76
	VENDOR TOTAL:	580.76
3369-POSTAL PROS SOUTHWEST INC		
200476	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,783.09
200477	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	3,052.76
	VENDOR TOTAL:	4,835.85
	DIVISION TOTAL:	5,416.61
34-INFORMATION TECHNOLOGY		
2944-ADOBE SYSTEMS INC		
200652	ADDITIONAL ACROBAT PRO LICENSES	784.77
	VENDOR TOTAL:	784.77
1358-CENTURYLINK		
200648	LONG DISTANCE SERVICE	154.40
	VENDOR TOTAL:	154.40
1407-COMPASSCOM SOFTWARE		
200800	IT * AVL * MIKE P	53,818.38
	VENDOR TOTAL:	53,818.38
4149-CONVERGEONE INC		
200816	IT * PHONE SYSTEM UPGRADE * MIKE P	33,414.19
200817	IT * PHONE SYSTEM UPGRADE * MIKE P	7,152.92
200818	IT * PHONE SYSTEM UPGRADE * MIKE P	2,248.44
200904	IT * CISCO SMARTNET * MIKE P	25,605.63
	VENDOR TOTAL:	68,421.18

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
4437-FIFTH ASSET, INC			
	200649	DEBTBOOK	11,000.00
		VENDOR TOTAL:	11,000.00
1969-GOVCONNECTION			
	200836	FORTISWITCH 124F PREMIUM SUPPORT LICENSE RENEWAL	392.00
		VENDOR TOTAL:	392.00
3976-GRANICUS LLC			
	200507	PEAK AGENDA MANAGEMENT	12,094.72
		VENDOR TOTAL:	12,094.72
1821-IT OUTLET INC			
	200844	SWITCH TRANSCEIVERS	3,460.00
		VENDOR TOTAL:	3,460.00
4445-OUTPOST24 INC			
	200506	SPECOPS PASSWORD MONITORING	4,564.14
		VENDOR TOTAL:	4,564.14
4318-SANITY SOLUTIONS, INC			
	200650	TINTRI SERVER STORAGE SUPPORT	23,252.77
		VENDOR TOTAL:	23,252.77
1780-SELBY'S			
	200905	IT * BLUEBEAM REVU * MIKE P	11,000.00
		VENDOR TOTAL:	11,000.00
2179-TYLER TECHNOLOGIES INC			
	200651	SENSUS & TANTALUS METER INTEGRATION	1,600.00
		VENDOR TOTAL:	1,600.00
2222-VERIZON WIRELESS			
	200508	AVL DATA	1,902.21
	200647	CELLULAR SERVICE	9,640.51
		VENDOR TOTAL:	11,542.72
		DIVISION TOTAL:	202,085.08
		DEPARTMENT TOTAL:	246,251.69

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
4357-ACTION LOCK & KEY LLC			
	200624	LOCKOUT	100.00
		VENDOR TOTAL:	100.00
5185-ALVIN FABRIS			
	200461	VEHICLE TOW	325.00
		VENDOR TOTAL:	325.00
4481-BALCO UNIFORM CO., INC			
	200628	UNIFORMS	25.65
	200629	VEST - WEINHARDT	332.30
	200630	EQUIPMENT	169.00
	200631	VEST - NASSET	357.30
	200641	VEST - BAUMBERGER	367.30
	200687	UNIFORM NAMETAPES	129.64
		VENDOR TOTAL:	1,381.19
2483-CAMPBELL COUNTY SHERIFF			
	200636	NOVEMBER 2025 PRISONER BILLING	1,625.00
		VENDOR TOTAL:	1,625.00
1381-CITY OF GILLETTE			
	200642	PETTY CASH REIMBURSEMENT	11.00
		VENDOR TOTAL:	11.00
5134-COURTNEY LORRAINE FULGINITI			
	200622	DUI BLOOD DRAW	75.00
	200623	DUI BLOOD DRAW	75.00
	200690	DUI BLOOD DRAW	75.00
		VENDOR TOTAL:	225.00
2597-CRAIG FURMAN			
	200621	DUI BLOOD DRAW	75.00
	200691	DUI BLOOD DRAW	75.00
	200692	DUI BLOOD DRAW	75.00
		VENDOR TOTAL:	225.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
1916-GALLS INC		
200632	BATON - HYATT	175.49
200633	SWEATER - KEY	98.22
200634	UNIFORMS - HYATT	202.02
200635	UNIFORMS - HYATT	620.89
200688	EQUIPMENT	175.50
200689	EQUIPMENT	46.71
	VENDOR TOTAL:	1,318.83
1969-GOVCONNECTION		
200837	PD INTERVIEW ROOMS MIC UPGRADES	641.08
	VENDOR TOTAL:	641.08
77777-MISC ONE TIME VENDOR		
200707	ALCOHOL AND TOBACCO COMPLIANCE REIMBURSEMENT	930.00
	VENDOR TOTAL:	930.00
1313-MOTOROLA		
200637	MOBILE - MARKED CARS	8,008.09
200638	MOBILE - MARKED CARS	16,016.18
	VENDOR TOTAL:	24,024.27
2066-SOURCE OFFICE PRODUCTS		
200626	CALENDAR	20.10
	VENDOR TOTAL:	20.10
2309-WHITE'S FRONTIER MOTORS		
200581	PARTS	163.17
200584	REPAIRS	130.80
	VENDOR TOTAL:	293.97
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
200693	PD COUNSELING	200.00
200694	PD COUNSELING	200.00
200695	PD COUNSELING	200.00
200696	PD COUNSELING	200.00

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE			
200697	PD COUNSELING		200.00
200698	PD COUNSELING		200.00
200699	PD COUNSELING		200.00
200700	PD COUNSELING		200.00
200701	PD COUNSELING		200.00
200702	PD COUNSELING		200.00
200703	PD COUNSELING		200.00
200704	PD COUNSELING		300.00
		VENDOR TOTAL:	2,500.00
2435-WYOMING STATE			
200500	NOTARY - VIC ROBERTSON		60.00
		VENDOR TOTAL:	60.00
		DIVISION TOTAL:	33,680.44
		DEPARTMENT TOTAL:	33,680.44

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
200409	RUG CLEANING	48.42
200417	RUG CLEANING	20.83
200420	RUG CLEANING	48.42
200426	RUG CLEANING	20.83
	VENDOR TOTAL:	138.50
1844-FARMER BROTHERS COMPANY		
200503	COFFE AT CITY HALL	625.85
	VENDOR TOTAL:	625.85
5106-GARRATT CALLAHAN COMPANY		
200639	CITY HALL HVAC CHEMICAL TEST	730.00
	VENDOR TOTAL:	730.00
1511-NORCO INC		
200566	VACUUM REPAIRS	76.85
200567	CUSTODIAL SUPPLIES	242.92
	VENDOR TOTAL:	319.77
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
200565	ANIMAL CONTROL HVAC REPAIRS	2,190.30
	VENDOR TOTAL:	2,190.30
1748-THAT EMBROIDERY PLACE		
200502	MISC SHIRT AND EMBROIDERY	366.20
	VENDOR TOTAL:	366.20
	DIVISION TOTAL:	4,370.62
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
200759	SCHEDULING FOR THE FIELDS	225.00
	VENDOR TOTAL:	225.00
	DIVISION TOTAL:	225.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
1040-ALSCO		
200414	UNIFORM CLEANING	95.23
200424	UNIFORM CLEANING	51.75
	VENDOR TOTAL:	146.98
2594-BOMGAARS SUPPLY		
200643	PARTS FOR SPRAYER	29.98
	VENDOR TOTAL:	29.98
1606-DELL MARKETING LP		
200829	MONITORS & TABLETS FOR NEW PARKS SUPERVISORS	9,060.04
	VENDOR TOTAL:	9,060.04
1748-THAT EMBROIDERY PLACE		
200502	MISC SHIRT AND EMBROIDERY	239.72
	VENDOR TOTAL:	239.72
	DIVISION TOTAL:	9,476.72
53-FORESTRY		
1006-MARK A PORTER		
200468	TREE TRIMMING & REMOVAL IN PARKS AND ROWS	31,325.00
	VENDOR TOTAL:	31,325.00
	DIVISION TOTAL:	31,325.00
54-STREETS		
1040-ALSCO		
200412	UNIFORM CLEANING	59.42
200663	UNIFORM CLEANING	59.42
	VENDOR TOTAL:	118.84
1919-PAINTBRUSH SEWER & DRAIN		
200492	PORTA TOILETS	277.00
	VENDOR TOTAL:	277.00
2035-POWDER RIVER ENERGY CORPORATION		
200385	ELECTRIC - SIGN LIGHTING HWY 14/16	46.23
200386	ELECTRIC - SIGN LIGHTING HWY 50	45.08

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
2035-POWDER RIVER ENERGY CORPORATION			
	200387	ELECTRIC - WELCOME TO GILLETTE SIGN ON SHWY 59	47.38
		VENDOR TOTAL:	138.69
		DIVISION TOTAL:	534.53
		DEPARTMENT TOTAL:	45,931.87

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
60-ENGINEERING			
2179-TYLER TECHNOLOGIES INC			
	200505	DIGEPLAN IMPLEMENTATION	450.00
VENDOR TOTAL:			450.00
2406-XEROX CORPORATION			
	200568	COPIER METERE USAGE	50.14
	200569	COPIER METER USAGE	50.76
	200570	COPIER METER USAGE	47.87
	200571	COPIER METER USAGE	49.52
VENDOR TOTAL:			198.29
DIVISION TOTAL:			648.29
62-TRAFFIC SAFETY			
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	200469	FIXED SOLAR PANEL, INSTALL FLASHING YIELD	1,057.00
	200470	RADAR SIGN	190.00
	200474	MISC TESTING OF SIGNALS	1,320.00
	200475	SIGNAL MAINTENANCE AND REPAIR	1,520.00
VENDOR TOTAL:			4,087.00
DIVISION TOTAL:			4,087.00
DEPARTMENT TOTAL:			4,735.29

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
65-PUBLIC AFFAIRS DEPARTMENT			
31-CITY CLERK/PRINT SHOP			
1381-CITY OF GILLETTE			
	200642	PETTY CASH REIMBURSEMENT	48.00
		VENDOR TOTAL:	48.00
1482-NEWS RECORD			
	200457	NOVEMBER 2025 LEGAL ADVERTISING	4,749.00
		VENDOR TOTAL:	4,749.00
		DIVISION TOTAL:	4,797.00
65-PUBLIC AFFAIRS ADMINISTRATION			
1482-NEWS RECORD			
	200456	NOVEMBER 2025 ADVERTISING	2,084.20
		VENDOR TOTAL:	2,084.20
		DIVISION TOTAL:	2,084.20
		DEPARTMENT TOTAL:	6,881.20
		FUND TOTAL:	561,059.17

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1204-BOYS AND GIRLS CLUB OF CAMPBELL COUNTY			
	200760	ANNUAL FUNDING	42,500.00
		VENDOR TOTAL:	42,500.00
1282-CAMPBELL COUNTY SENIOR CITIZEN CENTER			
	200768	ANNUAL FUNDING	169,000.00
		VENDOR TOTAL:	169,000.00
1381-CITY OF GILLETTE			
	200771	LAKEWAY FENCE REPAIR PROJECT -	1,892.40
		VENDOR TOTAL:	1,892.40
2768-COUNCIL OF COMMUNITY SERVICES			
	200761	ANNUAL SERVICE FUNDING	75,000.00
		VENDOR TOTAL:	75,000.00
1616-EJ COLLINS, PE			
	200658	MILL DOWN BUMPS FROM CHIP SEALING	3,542.00
		VENDOR TOTAL:	3,542.00
1933-GILLETTE ABUSE REFUGE CORPORATION			
	200762	ANNUAL SERVICE FUNDING	47,500.00
		VENDOR TOTAL:	47,500.00
1450-HDR ENGINEERING INC			
	200778	GURLEY OVERPASS EVALUATION	7,820.68
		VENDOR TOTAL:	7,820.68
1919-PAINTBRUSH SEWER & DRAIN			
	200491	2023 WATER MAIN INTERCONNECT	210.00
		VENDOR TOTAL:	210.00
1958-PCA ENGINEERING INC			
	200777	RC RANCH MILL AND OVERLAY	490.00
		VENDOR TOTAL:	490.00
2003-PERSONAL FRONTIERS INC			
	200763	ANNUAL FUNDING	31,500.00
		VENDOR TOTAL:	31,500.00

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
5064-RVE, INC			
	200779	DALBEY IMPROVEMENTS STUDY	4,599.20
		VENDOR TOTAL:	4,599.20
1331-VISITATION & ADVOCACY FOR 6TH JUDICIAL DISTRICT			
	200765	ANNUAL FUNDING	35,926.00
		VENDOR TOTAL:	35,926.00
2296-WESTERN SERVICES LLC			
	200770	LAKEWAY FENCE REPAIR PROJECT	35,955.68
		VENDOR TOTAL:	35,955.68
2363-WWC ENGINEERING			
	200906	LARGE PATCH PROJECT PH 1 * DES	525.00
	200907	LARGE PATCH PROJECT	2,012.50
	200908	LARGE PATCH PROJECT	1,085.50
		VENDOR TOTAL:	3,623.00
2414-YOUTH EMERGENCY SERVICES INC			
	200769	ANNUAL SERVICE FUNDING	96,000.00
		VENDOR TOTAL:	96,000.00
		DIVISION TOTAL:	555,558.96
		DEPARTMENT TOTAL:	555,558.96
		FUND TOTAL:	555,558.96

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Invoice Number		Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1447-ANIXTER POWER SOLUTIONS			
200781	ORIGINAL PO 2251468* EE* 22UT01 * DAVID		1,920.55
200782	ORIGINAL PO 2251468* EE* 22UT01 * DAVID		8,594.15
		VENDOR TOTAL:	10,514.70
1264-MCM GENERAL CONTRACTORS			
200466	ELECTRICAL INSTALLATION		16,798.25
		VENDOR TOTAL:	16,798.25
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
200471	MADISON WELLFIELD FIBER OPTICS		237.50
200472	AMERICAN ROAD FIBER OPTICS		8,103.50
		VENDOR TOTAL:	8,341.00
		DIVISION TOTAL:	35,653.95
		DEPARTMENT TOTAL:	35,653.95
		FUND TOTAL:	35,653.95

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Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
2406-XEROX CORPORATION		
200460	COPIER METER USAGE	45.80
	VENDOR TOTAL:	45.80
	DIVISION TOTAL:	45.80
	DEPARTMENT TOTAL:	45.80
	FUND TOTAL:	45.80

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Invoice Number		Invoice Description	Amount
502-SOLID WASTE FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
200296	UE 36322 4417 ALISON		46.44
200300	UE 36300 4401 ALISON		86.03
200357	UE 11180 3201 ECHETA		1.87
200359	UE 16986 37 SIERRA		40.73
200708	UE 36308 4409 ALISON		120.72
200709	UE 11180 3201 ECHETA		44.79
200710	UE 11164 3201 ECHETA		66.40
200712	UE 16986 37 SIERRA		74.25
		VENDOR TOTAL:	481.23
		DIVISION TOTAL:	481.23
		DEPARTMENT TOTAL:	481.23

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Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
200413	UNIFORM CLEANING	609.57
200418	CREDIT FOR UNIFORMS	-271.75
200423	RUG CLEANING	11.72
	VENDOR TOTAL:	349.54
1748-THAT EMBROIDERY PLACE		
200502	MISC SHIRT AND EMBROIDERY	89.88
	VENDOR TOTAL:	89.88
	DIVISION TOTAL:	439.42
	DEPARTMENT TOTAL:	439.42
	FUND TOTAL:	920.65

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
200312	UE 554 506 PUMPHOUSE		125.75
200724	UE 554 506 PUMPHOUSE		89.75
200726	UE 544 796 WARLOW		82.25
200727	UE 554 506 PUMPHOUSE		82.25
		VENDOR TOTAL:	380.00
		DIVISION TOTAL:	380.00
		DEPARTMENT TOTAL:	380.00

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1029-AIR TECH INC			
	200480	SUBSTATION HVAC REPAIRS	157.50
	200655	HVAC REPAIRS AT PUMP STATION #3	828.50
		VENDOR TOTAL:	986.00
1792-ENERGY LABORATORIES INC			
	200463	PS #1 UPGRADES UNKNOWN MATERIALS TESTING	402.00
	200486	TESTING	84.50
	200487	TESTING	84.50
	200488	TESTING	34.50
		VENDOR TOTAL:	605.50
2028-FERGUSON ENTERPRISES LLC #3325			
	200863	WATER * TOOLS * MIKE J	716.45
		VENDOR TOTAL:	716.45
1422-GILLETTE CONTRACTORS SUPPLY INC			
	200801	CARHARTT HOODIES - DELIVER TO KATIE OR ELI	48.00
	200806	WATER * O'KEEFE'S * HOWARD	22.32
		VENDOR TOTAL:	70.32
1991-HACH COMPANY			
	200482	PARTS	649.20
		VENDOR TOTAL:	649.20
1450-HDR ENGINEERING INC			
	200776	PUMP STATION #1 UPGRADES - DES	26,850.39
		VENDOR TOTAL:	26,850.39
2035-POWDER RIVER ENERGY CORPORATION			
	200388	ELECTRIC - FORCE RD STORAGE BLDG	134.71
	200389	ELECTRIC - CPS #2	57.26
	200390	ELECTRIC - CPS #3	50.64
	200391	ELECTRIC - MADISON REHAB CPS #4	45.08
	200392	ELECTRIC - MADISON REHAB CPS #7	54.86
	200393	ELECTRIC - BENNOR ESTATES	114.85

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2035-POWDER RIVER ENERGY CORPORATION		
200394	ELECTRIC - OVERBROOK	105.18
200395	ELECTRIC - RAFTER D	144.08
200396	ELECTRIC - SOUTHFORK	82.08
200397	ELECTRIC - COOK RD	176.09
200398	ELECTRIC - FORCE RD JOINT POWERS BOARD	77.86
200400	ELECTRIC - SERVICE CONTROL BUILDING	103.93
200401	ELECTRIC - 8 MILE WATER SYSTEM	63.19
200402	ELECTRIC - ROZET RANCHETTES WATER SYSTEM	153.76
200403	ELECTRIC - WATER CONTROL BUILDING MEADOW SPRINGS	40.10
200404	ELECTRIC - WATER CONTROL BUILDING AMERICAN RD	166.50
200405	ELECTRIC - WATER CONTROL BUILDING FREEDOM HILLS	240.30
200406	ELECTRIC - WATER CONTROL BUILDING RED TAIL/FOX TAI	242.99
	VENDOR TOTAL:	2,053.46
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
200656	REPAIR LEAK AT ANTELOPE MHP	750.00
	VENDOR TOTAL:	750.00
3690-PRO WINDMILL INC		
200483	PEST SPRAYING AT ROZET CONTROL BUILDING	115.00
200484	PEST SPRAYING AT DONKEY CREEK PUMP STATION	175.00
200485	PEST SPRAYING AT MADISON PUMP STATION	250.00
	VENDOR TOTAL:	540.00
1802-SIMON CONTRACTORS		
200481	ROAD BASE	1,239.54
200654	ROAD BASE	2,477.00
	VENDOR TOTAL:	3,716.54
3827-TAMI WALDNER		
200458	QUARTERLY SAFETY BREAKFAST	120.00
200459	REGIONAL WATER PANEL LUNCH	90.00
	VENDOR TOTAL:	210.00

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1748-THAT EMBROIDERY PLACE			
	200657	EMBROIDERY ON HOODIES	210.00
		VENDOR TOTAL:	210.00
2731-WATERWORKS INDUSTRIES			
	200884	WATER - SUMP PUMP * ELI	2,245.00
		VENDOR TOTAL:	2,245.00
		DIVISION TOTAL:	39,602.86
		DEPARTMENT TOTAL:	39,602.86
		FUND TOTAL:	39,982.86

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	200294	UE 17665 2633 LEDOUX	32.14
	200295	UE 3174 305 COTTONWOOD	8.65
	200297	UE 21434 41 KETTLESON	104.79
	200298	UE 8834 900 WARREN	0.01
	200299	UE 18888 1111 GURLEY	23.16
	200301	UE 16726 96 SIERRA	170.05
	200302	UE 35474 719 EXPRESS	106.57
	200303	UE 3042 430 PRAIRIEVIEW	161.56
	200304	UE 6452 707 VIVIAN	89.49
	200305	UE 18250 1024 CHURCH	128.21
	200306	UE 32874 4534 RUNNING W	151.94
	200307	UE 40512 4800 BUTLER SPAETH	356.22
	200308	UE 32556 4522 RUNNING W	11.19
	200309	UE 27312 1001 DESERT HILLS	153.96
	200310	UE 21200 4505 WESTOVER	129.45
	200311	UE 16116 3204 2ND	13.24
	200313	UE 42526 2673 LEDOUX	55.91
	200314	UE 32340 4512 RUNNING W	123.40
	200315	UE 44452 6300 SWANSON	171.90
	200316	UE 19516 904 9TH	71.29
	200358	UE 21210 4 WINLAND	281.63
	200360	UE 8820 911 WARREN	39.22
	200361	UE 32898 4536 RUNNING W	127.94
	200711	UE 17690 1435 EAGLES NEST	156.39
	200715	UE 12866 3406 FOOTHILLS	196.35
	200716	UE 31916 810 LARAMIE	34.45
	200717	UE 11542 2404 FOOTHILLS	233.63
	200718	UE 21706 204 FLYING CIRCLE	55.84
	200719	UE 38088 810 MOUNTAIN VIEW	95.75

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504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
200720	UE 37498 2503	WRANGLER	40.94
200721	UE 35310 713	EXPRESS	15.49
200722	UE 6464 707	VIVIAN	141.88
200723	UE 27250 1001	DESERT HILLS	109.85
200725	UE 26028 403	MEADOW ROSE	127.10
200728	UE 35154 705	EXPRESS	175.20
200729	UE 35130 703	EXPRESS	177.39
200730	UE 6300 512	VIVIAN	3.87
200731	UE 34366 4605	TATE	300.19
200732	UE 39842 3927	ARIEL	123.17
200733	UE 18266 1106	CHURCH	157.37
		VENDOR TOTAL:	4,656.78
		DIVISION TOTAL:	4,656.78
		DEPARTMENT TOTAL:	4,656.78

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1197-BORDER STATES ELECTRIC			
	200796	ELECTRICAL * TAP WIRE * DREW	9,970.00
		VENDOR TOTAL:	9,970.00
55555-MISC EMPLOYEE VENDOR			
	200705	SAFETY BOOT REIMBURSEMENT	200.00
		VENDOR TOTAL:	200.00
1511-NORCO INC			
	200847	ELECTRICAL INVENTORY	117.12
		VENDOR TOTAL:	117.12
2035-POWDER RIVER ENERGY CORPORATION			
	200640	NOVEMBER 2025 69KV WHEELING	5,250.00
		VENDOR TOTAL:	5,250.00
		DIVISION TOTAL:	15,537.12
		DEPARTMENT TOTAL:	15,537.12
		FUND TOTAL:	20,193.90

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
200355	UE 16842 316 SIERRA		20.70
200356	UE 10998 3201 ECHETA		95.57
200362	UE 16968 87 SIERRA		33.24
200713	UE 36238 1407 MICHELLE		79.14
200714	UE 36190 1406 HEATHER		54.67
		VENDOR TOTAL:	283.32
		DIVISION TOTAL:	283.32
		DEPARTMENT TOTAL:	283.32

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1040-ALSCO			
	200410	UNIFORM CLEANING	164.89
	200421	RUG CLEANING	164.89
	200662	UNIFORM CLEANING	181.83
		VENDOR TOTAL:	511.61
1077-ARCHITECTURAL SPECIALTIES LLC			
	200619	SCALE HOUSE DOOR REPLACEMENT	1,412.89
		VENDOR TOTAL:	1,412.89
5066-DAGGETT CONTROL COMPANY, LLC			
	200559	PARTS	1,474.80
		VENDOR TOTAL:	1,474.80
2442-DAVIS & CANNON LLP			
	200467	DEFEND CLAIMS OF BREACH OF CONTRACT	110.00
		VENDOR TOTAL:	110.00
1792-ENERGY LABORATORIES INC			
	200554	TESTING	105.60
	200555	TESTING	34.80
	200558	TESTING	610.50
	200664	TESTING	77.70
		VENDOR TOTAL:	828.60
1892-FRANDSON SAFETY INC			
	200661	MULT- GAS AND SINGLE GAS MONITOR CALIBRATION	220.00
		VENDOR TOTAL:	220.00
1422-GILLETTE CONTRACTORS SUPPLY INC			
	200807	WASTEWATER - GAS VALUE * BRETT P	665.60
		VENDOR TOTAL:	665.60
1450-HDR ENGINEERING INC			
	200780	WWTP PHASE II PROJECTS	15,393.20
		VENDOR TOTAL:	15,393.20

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
5093-INTERSTATE POWER SYSTEMS INC		
200562	GENERATOR REPAIRS	10,678.58
	VENDOR TOTAL:	10,678.58
4239-JOSE GUERRERO		
200493	WASTE WATER PLANT REPAIRS	4,475.00
	VENDOR TOTAL:	4,475.00
2035-POWDER RIVER ENERGY CORPORATION		
200383	ELECTRIC - GIL SEWAGE MTR STA	80.92
200384	ELECTRIC - GIL EASTSIDE GURLEY LIFT	1,185.71
	VENDOR TOTAL:	1,266.63
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
200560	HVAC REPAIRS	3,481.05
200561	FLOOR DRAIN REPAIRS	260.00
200665	REPLACE COOLER LINES	2,726.14
	VENDOR TOTAL:	6,467.19
4971-RENEGADE PLUMBING, HEATING AND AIR LLC		
200667	BOILER INSTALLATION IN SOUTH PLANT	8,880.00
	VENDOR TOTAL:	8,880.00
1487-ROTO ROOTER SEWER SERVICE		
200557	PUMP OUT LIFT STATION IN WEST BUILDING BASEMENT	685.00
	VENDOR TOTAL:	685.00
2263-WASTE CONNECTIONS OF WYOMING		
200556	DUMPSTER AT WASTEWATER	618.40
	VENDOR TOTAL:	618.40
2406-XEROX CORPORATION		
200572	COPIER METER USAGE	50.14
200573	COPIER METER USAGE	50.76
200574	COPIER METER USAGE	47.87
200575	COPIER METER USAGE	49.52

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
	VENDOR TOTAL:	198.29
	DIVISION TOTAL:	53,885.79
	DEPARTMENT TOTAL:	53,885.79
	FUND TOTAL:	54,169.11

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Invoice Number		Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1040-ALSCO			
	200408	RUG CLEANING	47.31
	200411	RUG CLEANING	62.34
	200419	RUG CLEANING	47.31
	200422	RUG CLEANING	62.34
VENDOR TOTAL:			219.30
1077-ARCHITECTURAL SPECIALTIES LLC			
	200564	HEATED VEHICLE STORAGE DOOR MOTOR	3,472.52
VENDOR TOTAL:			3,472.52
DIVISION TOTAL:			3,691.82
DEPARTMENT TOTAL:			3,691.82
FUND TOTAL:			3,691.82

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Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1447-ANIXTER POWER SOLUTIONS			
	200783	ELECTRICAL INVENTORY	1,840.00
	200785	ELECTRICAL INVENTORY	50.00
	200786	ELECTRICAL WAREHOUSE INVENTORY	143.76
	200788	ELECTRICAL INVENTORY * OKONITE	134,300.68
		VENDOR TOTAL:	136,334.44
4333-BARCO MUNICIPAL PRODUCTS, INC			
	200903	TRAFFIC SAFETY WAREHOUSE	369.73
		VENDOR TOTAL:	369.73
3026-BFT LP			
	200793	PARKS INVENTORY	1,035.99
		VENDOR TOTAL:	1,035.99
1197-BORDER STATES ELECTRIC			
	200797	ELECTRICAL INVENTORY	279.03
	200798	ELECTRICAL WAREHOUSE INVENTORY	2,518.76
	200799	ELECTRICAL WAREHOUSE INVENTORY	0.76
		VENDOR TOTAL:	2,798.55
2852-CORE & MAIN			
	200819	WATER INVENTORY	64,431.36
	200820	WATER WAREHOUSE INVENTORY	403.79
		VENDOR TOTAL:	64,835.15
1519-CRUM ELECTRIC SUPPLY COMPANY			
	200821	ELECTRICAL WAREHOUSE INVENTORY	3.92
	200822	ELECTRICAL WAREHOUSE INVENTORY	44.37
	200823	ELECTRICAL WAREHOUSE INVENTORY	70.47
	200824	ELECTRICAL WAREHOUSE INVENTORY	3,819.90
	200825	ELECTRICAL WAREHOUSE INVENTORY	1,100.00
	200826	ELECTRICAL WAREHOUSE INVENTORY	353.40
	200827	ELECTRICAL INVENTORY	53.55
	200828	ELECTRICAL INVENTORY	40.64

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603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
	VENDOR TOTAL:	5,486.25
1870-FLAGSHOOTER LLC		
200830	ELECTRICAL WAREHOUSE INVENTORY	835.37
	VENDOR TOTAL:	835.37
1911-GADES SALES COMPANY INC		
200835	TRAFFIC SAFETY INVENTORY	780.00
	VENDOR TOTAL:	780.00
1422-GILLETTE CONTRACTORS SUPPLY INC		
200803	WATER WAREHOUSE INVENTORY	279.24
200804	ELECTRICAL WAREHOUSE INVENTORY	185.10
200805	WATER INVENTORY	912.71
200808	WATER WAREHOUSE INVENTORY	5,211.04
200809	WATER WAREHOUSE INVENTORY	3,206.36
200810	WATER INVENTORY	149.93
200811	ELECTRICAL INVENTORY	51.36
200812	ELECTRICAL INVENTORY	45.25
200813	WATER INVENTORY	665.58
200814	WATER INVENTORY	2,298.70
200815	PARKS INVENTORY	15.60
	VENDOR TOTAL:	13,020.87
4895-HD SUPPLY INC		
200838	WATER INVENTORY	696.98
	VENDOR TOTAL:	696.98
3970-HOTLINE ELECTRICAL		
200842	ELECTRICAL INVENTORY	30,394.23
	VENDOR TOTAL:	30,394.23
1479-NEWMAN SIGNS INC		
200846	TRAFFIC INVENTORY	1,999.74
	VENDOR TOTAL:	1,999.74

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603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1511-NORCO INC			
	200847	ELECTRICAL INVENTORY	203.52
	200851	ELECTRICAL INVENTORY	109.44
	200853	VEHICLE MAINTANCE INVENTORY	200.88
	200854	ELECTRICAL WAREHOUSE INVENTORY	88.32
	200855	ELECTRICAL WAREHOUSE INVENTORY	36.00
	200859	ELECTRICAL INVENTORY	51.52
	200860	ELECTRICAL WAREHOUSE INVENTORY	353.70
		VENDOR TOTAL:	1,043.38
2053-PRO FORCE LAW ENFORCEMENT			
	200864	PD INVENTORY	43.75
	200865	PD INVENTORY	107.50
	200866	PD INVENTORY	123.60
	200867	PD INVENTORY	557.68
		VENDOR TOTAL:	832.53
4955-SALT CITY SALES INC			
	200868	ELECTRICAL WAREHOUSE INVENTORY	333.36
		VENDOR TOTAL:	333.36
2198-STUART C. IRBY CO			
	200872	ELECTRICAL INVENTORY * NEW ITEM	196,996.78
	200873	ELECTRICAL INVENTORY	420.00
	200874	ELECTRICAL WAREHOUSE INVENTORY	3,872.50
		VENDOR TOTAL:	201,289.28
4424-TMMI, LLC			
	200875	ELECTRICAL WAREHOUSE INVENTORY	1,297.10
		VENDOR TOTAL:	1,297.10
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO			
	200876	WATER INVENTORY	17.08
	200877	WATER WAREHOUSE INVENTORY	18.03
	200878	ELECTRICAL WAREHOUSE INVENTORY	388.60

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
200879	ELECTRICAL WAREHOUSE INVENTORY	670.00
200880	ELECTRICAL WAREHOUSE INVENTORY	80.40
200881	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	185.47
	VENDOR TOTAL:	1,359.58
2731-WATERWORKS INDUSTRIES		
200883	WATER INVENTORY	78.00
200885	WATER WAREHOUSE INVENTORY	45.00
	VENDOR TOTAL:	123.00
2289-WESCO DISTRIBUTION INC		
200886	ELECTRICAL WAREHOUSE INVENTORY	3,500.00
200887	ELECTRICAL WAREHOUSE INVENTORY	624.00
200888	ELECTRICAL WAREHOUSE INVENTORY	640.00
200889	ELECTRICAL INVENTORY	83.70
200890	ELECTRICAL INVENTORY	1,232.00
200891	ELECTRICAL WAREHOUSE INVENTORY	2,860.00
200892	ELECTRICAL WAREHOUSE INVENTORY	1,044.00
200893	ELECTRICAL WAREHOUSE INVENTORY	1,950.00
200894	ELECTRICAL WAREHOUSE INVENTORY	303.36
200895	ELECTRICAL WAREHOUSE INVENTORY	134.64
200896	WATER WAREHOUSE INVENTORY	863.64
	VENDOR TOTAL:	13,235.34
	DIVISION TOTAL:	478,100.87
	DEPARTMENT TOTAL:	478,100.87

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	200407	RUG CLEANING	30.15
	200416	RUG CLEANING	30.15
	200645	RUG CLEANING	30.15
	200646	RUG CLEANING	33.18
		VENDOR TOTAL:	123.63
		DIVISION TOTAL:	123.63
		DEPARTMENT TOTAL:	123.63
		FUND TOTAL:	478,224.50

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
1167-BIG HORN TIRE INC			
	200794	VM	783.96
	200795	vm	652.00
		VENDOR TOTAL:	1,435.96
1575-HOMAX OIL			
	200839	VM * GASOLINE	22,143.13
	200840	VM * DIESEL	27,142.81
	200841	VM INVENTORY	396.00
		VENDOR TOTAL:	49,681.94
5050-HUGHES FIRE EQUIPMENT, INC.			
	200843	VM INVENTORY	2,422.15
		VENDOR TOTAL:	2,422.15
3398-JACK'S TRUCK CENTER INC			
	200438	RETURN PARTS	-11.96
	200831	VM INVENTORY	97.89
	200832	VM INVENTORY	505.74
	200833	VM INVENTORY	89.45
	200834	VM INVENTORY	102.57
		VENDOR TOTAL:	783.69
5078-PARTSONE LLC			
	200862	VM INVENTORY	84.18
		VENDOR TOTAL:	84.18
2074-SOUTHWESTERN EQUIPMENT COMPANY			
	200870	VM	1,947.84
		VENDOR TOTAL:	1,947.84
2190-SPENCER FLUID POWER			
	200871	VM INVENTORY	726.00
		VENDOR TOTAL:	726.00
		DIVISION TOTAL:	57,081.76
		DEPARTMENT TOTAL:	57,081.76

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
200526	PARTS	1,733.90
200527	PARTS	240.00
200528	PARTS	23.05
200591	PARTS	54.95
200592	PARTS	14.99
200593	PARTS	562.50
	VENDOR TOTAL:	2,629.39
4357-ACTION LOCK & KEY LLC		
200625	DUPLICATE KEYS	48.00
	VENDOR TOTAL:	48.00
1040-ALSCO		
200415	UNIFORM CLEANIN	127.79
200425	UNIFORM CLEANING	130.55
200669	UNIFORM CLEANING	141.07
	VENDOR TOTAL:	399.41
4213-BEAR COMMUNICATIONS INC		
200436	PARTS	206.00
200437	PARTS	767.00
	VENDOR TOTAL:	973.00
1167-BIG HORN TIRE INC		
200519	TIRE	61.84
200520	TIRE REPAIR	187.94
200521	TIRES	878.00
200549	TIRES	917.00
200550	TIRE REPAIR	66.70
200551	TIRES	725.28
200577	TIRE REPAIR	66.70
200671	TIRES	878.00
	VENDOR TOTAL:	3,781.46

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
4909-COULTER WEST		
200578	PD DOOR WRAP	195.54
	VENDOR TOTAL:	195.54
1525-CUMMINS ROCKY MOUNTAIN INC		
200513	REPAIRS	23,177.94
200670	REPAIRS	6,502.07
	VENDOR TOTAL:	29,680.01
4599-DAWSON INFRASTRUCTURE SOLUTIONS		
200672	PARTS	117.57
	VENDOR TOTAL:	117.57
3182-EATON SALES & SERVICE LLC		
200580	PARTS	1,245.00
	VENDOR TOTAL:	1,245.00
1860-FIRST CLASS AUTO		
200576	REPAIRS	5,259.02
	VENDOR TOTAL:	5,259.02
2645-GREINER MOTOR COMPANY		
200523	PARTS	819.41
200524	PARTS	507.10
200525	PARTS	187.68
200594	PARTS	191.20
200595	PARTS	158.67
200596	PARTS	105.80
200597	PARTS	46.00
200598	PARTS	612.46
200599	PARTS	432.00
200600	PARTS	27.83
200601	PARTS	56.81
200673	PARTS	204.98

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2645-GREINER MOTOR COMPANY		
200674	PARTS	266.58
200675	PARTS	251.03
	VENDOR TOTAL:	3,867.55
4128-GROSSENBURG IMPLEMENT INCORPORATED		
200514	PARTS	1,059.13
	VENDOR TOTAL:	1,059.13
5093-INTERSTATE POWER SYSTEMS INC		
200617	PARTS	303.06
	VENDOR TOTAL:	303.06
3398-JACK'S TRUCK CENTER INC		
200439	PARTS	6.63
200440	PARTS	51.02
200441	PARTS	39.45
200442	REPAIRS	1,305.85
200516	PARTS	437.48
200517	PARTS	625.76
200518	PARTS	102.60
200585	PARTS	623.87
200586	REPAIRS	665.57
200587	PARTS	357.80
200678	PARTS	645.76
	VENDOR TOTAL:	4,861.79
5130-JENNER EQUIPMENT CO		
200429	PARTS	572.30
200430	PARTS	15.83
200443	PARTS	852.00
	VENDOR TOTAL:	1,440.13

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604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
4462-JOE JOHNSON EQUIPMENT, LLC		
200428	PARTS	492.79
	VENDOR TOTAL:	492.79
1758-KAREN'S DELIVERY SERVICE		
200431	DELIVERY FROM JENNER EQUIPMENT	38.00
200432	DELIVERY FROM JENNER EQUIPMENT	25.00
200515	DELIVERY FROM GROSSENBURG	78.00
	VENDOR TOTAL:	141.00
1511-NORCO INC		
200618	WELDING SUPPLIES	51.80
	VENDOR TOTAL:	51.80
5078-PARTSONE LLC		
200529	PARTS	478.16
200530	PARTS	144.46
200531	PARTS	11.24
200532	PARTS	198.19
200533	PARTS	33.37
200534	PARTS	13.16
200535	PARTS	15.02
200536	PARTS	110.54
200537	PARTS	13.33
200538	PARTS	193.97
200539	PARTS	27.43
200540	PARTS	8.57
200541	PARTS	44.76
200542	PARTS	133.85
200543	PARTS	169.85
200545	PARTS	60.65
200546	PARTS	18.60

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
5078-PARTSONE LLC		
200547	PARTS	61.18
200548	PARTS	58.83
200602	PARTS	141.25
200603	PARTS	29.16
200604	PARTS	21.45
200605	PARTS	144.46
200606	PARTS	47.91
200607	PARTS	2.82
200608	PARTS	70.09
200609	PARTS	514.22
200610	PARTS	13.33
200611	PARTS	123.69
200612	PARTS	232.68
200613	RETURN PARTS	-435.02
200614	CORE DEPOSIT	-55.00
200615	PARTS	144.46
200616	PARTS	6.96
200680	PARTS	208.92
200681	PARTS	35.97
200682	PARTS	868.44
200683	PARTS	16.66
200685	CORE DEPOSIT	-108.00
	VENDOR TOTAL:	3,819.61
4967-RDO EQUIPMENT CO		
200452	PARTS	146.03
	VENDOR TOTAL:	146.03
2074-SOUTHWESTERN EQUIPMENT COMPANY		
200552	PARTS	1,612.96
	VENDOR TOTAL:	1,612.96

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1976-STOTZ EQUIPMENT		
200453	PARTS	92.69
	VENDOR TOTAL:	92.69
2315-THUNDER BASIN FORD LLC		
200433	REPAIRS	1,545.84
200434	PARTS	243.27
200435	PARTS	30.21
200522	REPAIRS	1,917.48
200588	REPAIRS	2,190.79
200589	PARTS	63.13
200590	PARTS	68.89
200677	PARTS	54.27
	VENDOR TOTAL:	6,113.88
4454-TORGERSON'S, LLC		
200511	RETURN PARTS	-922.29
200512	REPAIRS	2,513.41
	VENDOR TOTAL:	1,591.12
2309-WHITE'S FRONTIER MOTORS		
200582	PARTS	121.28
200583	REPAIRS	130.80
	VENDOR TOTAL:	252.08
2385-WYOMING MACHINERY CO		
200427	PARTS	16.93
200579	PARTS	325.27
	VENDOR TOTAL:	342.20
	DIVISION TOTAL:	70,516.22

Expenditure Approval Report

Check Approval Date of 01/06/2026



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
37-VEHICLE REPLACEMENT			
1511-NORCO INC			
	200454	NOVEMBER 2025 CYLINDER RENT	42.30
		VENDOR TOTAL:	42.30
5078-PARTSONE LLC			
	200544	PARTS	177.97
		VENDOR TOTAL:	177.97
2152-ROCKY MOUNTAIN HOIST SERVICE			
	200455	LIFT REPAIRS	3,874.23
		VENDOR TOTAL:	3,874.23
		DIVISION TOTAL:	4,094.50
		DEPARTMENT TOTAL:	74,610.72
		FUND TOTAL:	131,692.48

Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
1391-CNA SURETY		
200498	BALNKET NOTARY BOND RENEWAL	500.00
	VENDOR TOTAL:	500.00
3023-HUB INTERNATIONAL MOUNTAIN STATES LIMITED		
200644	PUBLIC OFFICIAL BOND - L ZWIRN	100.00
	VENDOR TOTAL:	100.00
1776-SCOTT BROTHERS INC		
200501	TROUBLESHOOT MUSCO PANELS	345.00
	VENDOR TOTAL:	345.00
	DIVISION TOTAL:	945.00
	DEPARTMENT TOTAL:	945.00
	FUND TOTAL:	945.00
	GRAND TOTAL:	1,882,138.20

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2677-CENTRAL TRUCK & DIESEL INC			
	200293	RETURN SECURITY DEPOSIT	4,948.86
		VENDOR TOTAL:	4,948.86
88888-MISC UTILITY OVERPAYMENTS			
	200292	REFUND DEPOSIT FOR CHARLES BADWOUND	200.00
		VENDOR TOTAL:	200.00
		DIVISION TOTAL:	5,148.86
		DEPARTMENT TOTAL:	5,148.86
		FUND TOTAL:	5,148.86

Expenditure Approval Report

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
3379-BLACK HILLS ENERGY			
200188		PS #1 UPGRADE GAS SERVICE LINE INITIATION	6,185.30
		VENDOR TOTAL:	6,185.30
		DIVISION TOTAL:	6,185.30
		DEPARTMENT TOTAL:	6,185.30
		FUND TOTAL:	6,185.30
		GRAND TOTAL:	11,334.16

Expenditure Approval Report
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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
2625-CHARTER MEDIA			
	200318	INTERNET SERVICE	1,299.00
		VENDOR TOTAL:	1,299.00
2222-VERIZON WIRELESS			
	200317	CELLULAR SERVICE	8,978.37
		VENDOR TOTAL:	8,978.37
		DIVISION TOTAL:	10,277.37
		DEPARTMENT TOTAL:	10,277.37
		FUND TOTAL:	10,277.37

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
4375-RYAN MCCAFFREY			
200354		M9 AND M10 VFD'S	2,000.00
VENDOR TOTAL:			2,000.00
DIVISION TOTAL:			2,000.00
DEPARTMENT TOTAL:			2,000.00
FUND TOTAL:			2,000.00
GRAND TOTAL:			12,277.37

Expenditure Approval Report

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
3379-BLACK HILLS ENERGY			
	200347	NATURAL GAS - 528 EXCHANGE AVE	142.51
		VENDOR TOTAL:	142.51
		DIVISION TOTAL:	142.51
45-ANIMAL SHELTER			
3379-BLACK HILLS ENERGY			
	200348	NATURAL GAS - 950 W WARLOW-ANIMAL SHELTER	484.45
		VENDOR TOTAL:	484.45
		DIVISION TOTAL:	484.45
		DEPARTMENT TOTAL:	626.96

Expenditure Approval Report

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-CITY HALL BUILDING MAINTENANCE			
3379-BLACK HILLS ENERGY			
200349		NATURAL GAS - 950 W WARLOW DR	180.59
200350		NATURAL GAS - 808 W WARLOW DR	280.39
200353		NATURAL GAS - 5TH ST, FOOTHILLS BLVD	3,126.16
VENDOR TOTAL:			3,587.14
DIVISION TOTAL:			3,587.14
51-PARKS			
3379-BLACK HILLS ENERGY			
200334		NATURAL GAS - 2909 S DOUGLAS HWY	291.70
VENDOR TOTAL:			291.70
DIVISION TOTAL:			291.70
54-STREETS			
3379-BLACK HILLS ENERGY			
200335		NATURAL GAS - 800 N BURMA AVE BLD 414	517.47
VENDOR TOTAL:			517.47
DIVISION TOTAL:			517.47
DEPARTMENT TOTAL:			4,396.31

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
62-TRAFFIC SAFETY			
3379-BLACK HILLS ENERGY			
	200333	NATURAL GAS - 800 N BURMA AVE, SHOP	88.63
		VENDOR TOTAL:	88.63
		DIVISION TOTAL:	88.63
		DEPARTMENT TOTAL:	88.63
		FUND TOTAL:	5,111.90

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
3379-BLACK HILLS ENERGY			
200336		NATURAL GAS - 200 ROCK RD GEN	47.57
200337		NATURAL GAS - 816 W WARLOW DR	744.89
200352		NATURAL GAS - LAKEWAY, DOUD, N EXCHANGE	279.21
200353		NATURAL GAS - 5TH ST, FOOTHILLS BLVD	154.85
		VENDOR TOTAL:	1,226.52
		DIVISION TOTAL:	1,226.52
77-SWIMMING POOL			
3379-BLACK HILLS ENERGY			
200338		NATURAL GAS - 909 S GILLETTE AVE	317.20
		VENDOR TOTAL:	317.20
		DIVISION TOTAL:	317.20
		DEPARTMENT TOTAL:	1,543.72
		FUND TOTAL:	1,543.72

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
3379-BLACK HILLS ENERGY		
200339	NATURAL GAS - 940 W WARLOW DR	250.53
	VENDOR TOTAL:	250.53
	DIVISION TOTAL:	250.53
	DEPARTMENT TOTAL:	250.53
	FUND TOTAL:	250.53

Expenditure Approval Report

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
3379-BLACK HILLS ENERGY			
200340		NATURAL GAS - 4520 UNIVERSITY RD	53.21
200341		NATURAL GAS - 3101 S GARNER LAKE RD	10,425.23
200342		NATURAL GAS - 2882 GARNER LAKE RD	49.29
200351		NATURAL GAS - 1700 PLUM CRK	42.77
		VENDOR TOTAL:	10,570.50
		DIVISION TOTAL:	10,570.50
		DEPARTMENT TOTAL:	10,570.50
		FUND TOTAL:	10,570.50

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Invoice Number		Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
3379-BLACK HILLS ENERGY			
200343		NATURAL GAS - 611 N EXCHANGE AVE 22	1,817.46
200344		NATURAL GAS - 561 COMMERCIAL DR	1,141.35
200345		NATURAL GAS - 624 COMMERCIAL DR	3,672.62
200352		NATURAL GAS - LAKEWAY, DOUD, N EXCHANGE	267.03
		VENDOR TOTAL:	6,898.46
		DIVISION TOTAL:	6,898.46
		DEPARTMENT TOTAL:	6,898.46
		FUND TOTAL:	6,898.46

Expenditure Approval Report

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Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
3379-BLACK HILLS ENERGY			
	200346	NATURAL GAS - 800 BURMA AVE	605.84
VENDOR TOTAL:			605.84
DIVISION TOTAL:			605.84
DEPARTMENT TOTAL:			605.84
FUND TOTAL:			605.84

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2432-WYOMING DEPT OF TRANSPORTATION		
200451	NEW LICENSE PLATE	10.00
	VENDOR TOTAL:	10.00
	DIVISION TOTAL:	10.00
	DEPARTMENT TOTAL:	10.00
	FUND TOTAL:	10.00
	GRAND TOTAL:	24,990.95

Expenditure Approval Report
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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1258-MCCROMETER INC		
200473	WATER - FLOW METER DONKEY CREEK * ELI	21,824.89
	VENDOR TOTAL:	21,824.89
	DIVISION TOTAL:	21,824.89
	DEPARTMENT TOTAL:	21,824.89
	FUND TOTAL:	21,824.89
	GRAND TOTAL:	21,824.89

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
4448-CURALINC, LLC			
	200328	JANUARY - MARCH 2026 SUPPORTLINC EAP	1,128.90
		VENDOR TOTAL:	1,128.90
2503-DELTA DENTAL OF WYOMING			
	200327	NOVEMBER 2025 ADMIN FEES AND CLAIMS	28,381.35
		VENDOR TOTAL:	28,381.35
1912-GALLAGHER BENEFIT SERVICES, INC			
	200329	DECEMBER 2025 ADMIN FEES	157.50
		VENDOR TOTAL:	157.50
3687-OPTUM HEALTH FINANCIAL SERVICES			
	200326	NOVEMBER 2025 COBRA PARTICIPANT FEE	140.80
		VENDOR TOTAL:	140.80
		DIVISION TOTAL:	29,808.55
		DEPARTMENT TOTAL:	29,808.55
		FUND TOTAL:	29,808.55
		GRAND TOTAL:	29,808.55

Expenditure Approval Report
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Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
3687-OPTUM HEALTH FINANCIAL SERVICES		
200363	NOVEMBER 2025 HSA MONTHLY MAINTENANCE FEE	209.00
	VENDOR TOTAL:	209.00
	DIVISION TOTAL:	209.00
	DEPARTMENT TOTAL:	209.00
	FUND TOTAL:	209.00
	GRAND TOTAL:	209.00

Expenditure Approval Report

Check Approval Date of 11/30/2025



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2288-WELLS FARGO BANK			
200330		CTII SEMI-ANNUAL BOND	96,982.00
200331		WYGEN III SEMI-ANNUAL BOND PAYMENT	1,098,875.00
200332		CTII SEMI-ANNUAL BOND PAYMENT	217,093.73
		VENDOR TOTAL:	1,412,950.73
		DIVISION TOTAL:	1,412,950.73
		DEPARTMENT TOTAL:	1,412,950.73
		FUND TOTAL:	1,412,950.73
		GRAND TOTAL:	1,412,950.73

Expenditure Approval Report

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	200741	WEEKLY CLAIMS	741.25
	200742	HRA/FSA DEDUCTION INVOICE	888.57
	200743	WEEKLY CLAIMS	2,343.16
	200744	WEEKLY CLAIMS	1,436.51
		VENDOR TOTAL:	5,409.49
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES			
	200747	TRANSFER MAC CHILDREN'S MEMORIAL FROM WYOSTAR	20,483.33
	200749	TRANSFER POOL INV & POWER FUND FROM WYOSTAR	15,874.99
		VENDOR TOTAL:	36,358.32
		DIVISION TOTAL:	41,767.81
		DEPARTMENT TOTAL:	41,767.81
		FUND TOTAL:	41,767.81

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Invoice Number	Invoice Description	Amount
252-LID 52 - INTERST INDUSTRIAL		
99-MISCELLANEOUS		
99-MISCELLANEOUS		
2566-OFFICE OF STATE LANDS AND INVESTMENTS		
200753	SW SRF196 DEBT SERVICE ANNUAL PAYMENT	106,944.25
	VENDOR TOTAL:	106,944.25
	DIVISION TOTAL:	106,944.25
	DEPARTMENT TOTAL:	106,944.25
	FUND TOTAL:	106,944.25

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
00-UNDEFINED		
00-UNDEFINED		
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES		
200745	TRANSFER DISTRICT CAP TAX FROM WYOSTAR	65,086.06
200746	TRANSFER MADISON CAP TAX FROM WYOSTAR	115,650.07
	VENDOR TOTAL:	180,736.13
	DIVISION TOTAL:	180,736.13
	DEPARTMENT TOTAL:	180,736.13
	FUND TOTAL:	180,736.13

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Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
200751	TRANSFER POOLED INV FROM WYOSTAR	6,594.93
	VENDOR TOTAL:	6,594.93
	DIVISION TOTAL:	6,594.93
	DEPARTMENT TOTAL:	6,594.93
	FUND TOTAL:	6,594.93

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
200751	TRANSFER POOLED INV FROM WYOSTAR	55,830.68
	VENDOR TOTAL:	55,830.68
	DIVISION TOTAL:	55,830.68
	DEPARTMENT TOTAL:	55,830.68
	FUND TOTAL:	55,830.68

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES		
200749	TRANSFER POOL INV & POWER FUND FROM WYOSTAR	9,195.56
	VENDOR TOTAL:	9,195.56
	DIVISION TOTAL:	9,195.56
	DEPARTMENT TOTAL:	9,195.56

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2493-BLACK HILLS POWER & LIGHT			
	200734	NOVEMBER 2025 WYGEN III CAPITAL AND O&M	189,359.16
	200735	NOVEMBER 2025 CTII ENERGY	49,568.56
	200736	NOVEMBER 2025 WYGEN III ANCILLARY	749,800.17
	200737	NOVEMBER 2025 TRANSMISSION	251,020.96
		VENDOR TOTAL:	1,239,748.85
2697-BLACK HILLS WYOMING LLC			
	200738	NOVEMBER 2025 CTII CAPITAL AND O&M	206,479.84
	200739	NOVEMBER 2025 CTII ENERGY	302,521.09
		VENDOR TOTAL:	509,000.93
3004-DEPARTMENT OF ENERGY			
	200740	NOVEMBER 2025 WAPA ENERGY	62,467.41
		VENDOR TOTAL:	62,467.41
		DIVISION TOTAL:	1,811,217.19
		DEPARTMENT TOTAL:	1,811,217.19
		FUND TOTAL:	1,820,412.75

Expenditure Approval Report

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
4166-WYOMING GOVERNMENT INVESTMENT FUND			
200750		TRANSFER SEWER FUND FROM WYOSTAR	4,000,000.00
200752		TRANSFER SEWER FUND FROM WYOSTAR	1,063,318.03
		VENDOR TOTAL:	5,063,318.03
		DIVISION TOTAL:	5,063,318.03
		DEPARTMENT TOTAL:	5,063,318.03
		FUND TOTAL:	5,063,318.03

Expenditure Approval Report
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Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
200751	TRANSFER POOLED INV FROM WYOSTAR	885.30
	VENDOR TOTAL:	885.30
	DIVISION TOTAL:	885.30
	DEPARTMENT TOTAL:	885.30
	FUND TOTAL:	885.30

Expenditure Approval Report
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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
200751	TRANSFER POOLED INV FROM WYOSTAR	7,074.24
	VENDOR TOTAL:	7,074.24
	DIVISION TOTAL:	7,074.24
	DEPARTMENT TOTAL:	7,074.24
	FUND TOTAL:	7,074.24

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Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
200757	TRANSFER HEALTH INSURANCE FROM WYOSTAR	34,526.30
	VENDOR TOTAL:	34,526.30
	DIVISION TOTAL:	34,526.30
	DEPARTMENT TOTAL:	34,526.30

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Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
200754		PRESCRIPTION DRUG COSTS, WEEKLY CLAIMS, COTIVITI	175,188.33
200755		PRESCRIPTION DRUG COSTS, WEEKLY CLAIMS, COTIVITI	196,681.48
200756		DRUG COSTS, WEEKLY CLAIMS, COTIVITI, MISC SERVICES	123,157.31
VENDOR TOTAL:			495,027.12
DIVISION TOTAL:			495,027.12
DEPARTMENT TOTAL:			495,027.12
FUND TOTAL:			529,553.42

Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
200751	TRANSFER POOLED INV FROM WYOSTAR	1,650.57
	VENDOR TOTAL:	1,650.57
	DIVISION TOTAL:	1,650.57
	DEPARTMENT TOTAL:	1,650.57
	FUND TOTAL:	1,650.57
	GRAND TOTAL:	7,814,768.11



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Mayor Lundvall - \$68,970.71

Travel Reimbursement - \$61.71

S & S Builders - Concrete Repair at City Hall Parking Lot - \$68,909.00

SUGGESTED ACTION:

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

CASE BACKGROUND:

Travel Reimbursement - \$61.71

S & S Builders - Concrete Repair at City Hall Parking Lot - \$68,909.00

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Conflict Claims](#)

Expenditure Approval Report

Check Approval Date of 01/06/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
55555-MISC EMPLOYEE VENDOR			
	200706	TRAVEL REIMBURSEMENT	61.71
		VENDOR TOTAL:	61.71
		DIVISION TOTAL:	61.71
		DEPARTMENT TOTAL:	61.71

Expenditure Approval Report
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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-CITY HALL BUILDING MAINTENANCE			
1493-S & S BUILDERS			
	200464	CONCRETE REPAIR AT CITY HALL PARKING LOT	68,909.00
		VENDOR TOTAL:	68,909.00
		DIVISION TOTAL:	68,909.00
		DEPARTMENT TOTAL:	68,909.00
		FUND TOTAL:	68,970.71
		GRAND TOTAL:	68,970.71



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **January 6, 2026**

TITLE:

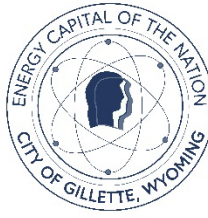
A Proclamation for *Campbell County 250 Commemoration*.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Proclamation](#)



PROCLAMATION

WHEREAS, the year 2026 marks the 250th anniversary, or semiquincentennial, of the signing of the Declaration of Independence and the founding of the United States of America; and

WHEREAS, this national commemoration, branded as "America 250," provides a unique opportunity for communities across the nation to reflect on our past, celebrate our present, and inspire our future; and

WHEREAS, the State of Wyoming, through the "Wyoming 250" initiative, has proudly committed to honoring this milestone by showcasing the spirit, history, and people of the Equality State; and

WHEREAS, Campbell County, Wyoming, stands as a vibrant testament to the enduring American values of self-reliance, community, and opportunity, with a rich history, built upon the foundations laid by its earliest residents, shaped by the courage of its pioneers, and sustained today by the ingenuity of its current citizens.

WHEREAS, the Campbell County 250 Committee has established a year-long commemorative program structured around four core quarterly themes to guide our local observance:

- **Spirit of Campbell County:** Reflecting on the unique character, heritage, and foundational values that define our home.
- **Forging a Community:** Celebrating the pioneering efforts, industries, and people who have built and continue to sustain our way of life.
- **Guardians of Freedom:** Honoring the service and sacrifice of our veterans, first responders, and civic leaders who protect our liberties.
- **Lighting the Way - The Next Chapter:** Encouraging a forward-looking perspective focused on education, innovation, and civic responsibility for future generations; and

WHEREAS, the visual identity of this celebration is represented by the official Campbell County 250 Logo, designed by CC250 Logo Contest Winner Braylynn Hitt, a 6th-grade student at Rawhide Elementary; and

WHEREAS, the Committee proudly introduces the "250 Act of Community Support Challenge," encouraging individuals, organizations, businesses, and educational institutions to complete significant acts of kindness, service, education, or legacy-honoring endeavors in celebration of Campbell County 250.

NOW, THEREFORE, BE IT RESOLVED/PROCLAIMED by the Campbell County 250 Committee and I, Mayor Shay Lundvall that the 2026 calendar year shall be formally recognized as the

"Campbell County 250 Commemoration"

and the residents of Campbell County are called upon to:

1. **Engage** with the quarterly themes to deepen their appreciation for the local legacy and the American story.
2. **Participate** enthusiastically in the **"250 Act of Community Support Challenge,"** embodying the principles of kindness, support, education, and honoring our forebears.
3. **Register** your completed act and share your story by filling out the official form at www.campbellcountyny.gov/cc250.
4. **Connect** with the community and stay informed on upcoming events via the official Facebook page at www.facebook.com/CampbellCounty250/.
5. **Commit** to lighting the way for the next chapter by investing in the future vitality and prosperity of Campbell County.

PROCLAIMED this 6th day of January 2026.

Shay Lundvall, Mayor

Alicia Allen, City Clerk (Attest)



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **January 6, 2026**

TITLE:

Employee Years of Service Recognition
~ Ramsey Sharp, Finance Department, 20 Years of Service

STAFF REFERENCE:

Michael H. Cole, City Administrator & Michelle Henderson, Finance Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **January 6, 2026**

TITLE:

Gurley Overpass Evaluation Presentation

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **January 6, 2026**

TITLE:

Things to Know Video for January, 2026.

STAFF REFERENCE:

VIDEO - Jennifer Toscana, Public Affairs Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

ORDINANCE 2ND READING: Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 6/0/1 Abstention)

PROJECT NUMBER:

PL2025-0048 “ Map Amendment ” Lot 1, Pronghorn Ranch Phase III

CASE BACKGROUND:

CITY COUNCIL 1ST READING VOTE: 7/0

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres. The minimum district size for an R-R zoning district is 10 acres; this rezone will meet the minimum district requirements, as it will merge with the adjacent R-R district to the south that is 288.93 acres. The area that contains this rezone is being subdivided with the property to the south that has one house, a detached garage, and two sheds on it. The property does have access to city utilities (water, wastewater, and electrical) running along Knollwood Drive.

The surrounding Zoning Districts are:

North – R-4, Multi-Family District

East – R-1, Single Family District

South – R-R, Rural Residential District

West – R-4, Multi-Family District

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

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

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

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family, and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

The Planning Commission voted to approve this case with a vote of 6/0/1 Abstention at their December 9, 2025, meeting.

STAFF REFERENCE:

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

ATTACHMENTS:

[Ordinance](#)

[Vicinity Sketch](#)

[Rezoning Exhibit](#)

[Planning Requirements](#)

[Planning Commission Minutes 12/09/2025](#)

[Finding of Facts PL2025-0048](#)

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1, PRONGHORN RANCH PHASE III, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, TO R-R, RURAL 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, Pronghorn Ranch Phase III, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Lot 1, Pronghorn Ranch Phase III, City of Gillette, Campbell County, Wyoming, is hereby amended from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publication Date:

Vicinity Sketch - North of Knollwood Dr. - Zoning Map Amendment



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 167 feet

1 inch equals 0.03 miles

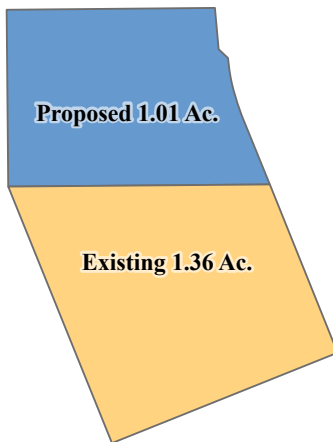
November 19, 2025

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

PROPOSED ZONING EXHIBIT

**TRACT G OF PRONGHORN RANCH, PHASE I
BEING SITUATED IN A PORTION OF
SW1/4 NE1/4 OF SECTION 32,
T 50 N - R 72 W, 6TH PM
GILLETTE, WYOMING**

**EXISTING ZONING:
R-4, MULTI-FAMILY RESIDENTIAL &
R-R, RURAL RESIDENTIAL**



**PROPOSED ZONING:
R-R, RURAL RESIDENTIAL**



0 200
Scale 1" = 200 ft

LEGEND

-  MULTI-FAMILY RESIDENTIAL DISTRICT (R-4)
-  RURAL RESIDENTIAL DISTRICT (R-R)

**LANCE WALKER
2413 KNOLLWOOD DRIVE
GILLETTE, WYOMING 82718**

**LAND SURVEYING INC.
209 NORTH WORKS AVENUE
GILLETTE, WYOMING 82716**



**PROPOSED ZONING EXHIBIT
TRACT G OF PRONGHORN RANCH, PHASE I
BEING SITUATED IN A PORTION OF THE
SW1/4 NE1/4 OF SECTION 32,
T 50 N - R 72 W, 6TH PM
GILLETTE, WYOMING**

**CREATED BY: JMAYCOCK
DATE: 11/10/2025 11:01 AM
LSI JOB# 25-161A
WALKER - REZONING**

Planning Requirements

PL2025-0048

Zoning Map Amendment | Lot 1, Pronghorn Ranch Phase III

There are no Planning Requirements for this case.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ December 9, 2025 ~ 5:15 pm

PRESENT

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

Commission Members Absent:None

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City 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 Matthew Nelson to approve the meeting minutes of October 28, 2025. Brian Rozier seconded the motion. Motion carried 7/0.

Case No.
PL2025-0047 –
ZONING MAP
AMENDMENT –
4500 Force Road

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres.

The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

Meredith Duvall said there was one call from the public regarding the case and it was a general inquiry only.

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

Jack Colson asked if the applicant/owner was planning to connect Hidden Valley Road, and Meredith Duvall said that it was unknown as there have been no subdivision plats received by the city's Planning Division.

Riley Kleven, resident on Spring Hill Road located north of the proposed rezone area, was present and asked if there were plans to subdivide the property and if so, how it would be subdivided. Meredith Duvall said while they can subdivide the property at this time the owners have only submitted for the rezoning of the property. Ms. Duvall said that if a subdivision of the property were to happen then all the same notices with a mailing, and sign on the property would happen just like the rezoning of the property had.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Lance Walker seconded. The Motion carried 7/0.

Case No.
PL2025-0041 –
NEW TOWER –
3000 Lakeway Rd

The applicant proposes to construct a new 100-foot stealth monopole wireless communications tower at 3000 W Lakeway Road. The property is a large parcel located at the intersection of W Lakeway Road and Skyline Drive, and is zoned C-1, General Commercial District.

Section 9 of the Zoning Ordinance identifies “privately owned land in commercial zones” as a preferred location for new wireless towers. The proposed tower would be situated approximately 300 feet north of W Lakeway Road, and 100 feet west of Skyline Drive. Access to the site is provided by Skyline Dr and will require permitting through the Wyoming Department of Transportation.

The proposed facility is intended to address an existing coverage gap in the wireless network and will meet the required ½ mile tower spacing standard in Section 9. The selected location reflects an effort to balance technical network requirements with community compatibility, aesthetic sensitivity, and compliance with the City’s design standards for stealth facilities.

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

Andy Cockell, with Maverick Towers, was present and said his company had proposed two designs for the cell tower: a monopine design that he thought didn’t work great in the Gillette area but does meet the stealth requirement of the Zoning Ordinance, and a earthtone standard monopole design.

Chair Hottell inquired regarding the voting procedure for the two tower design options presented by Mr. Cockrell. Ms. Stefanick clarified that the Commission may move to approve either design. She noted that should a motion for one version fail, the Commission is permitted to subsequently vote on the alternative design.

Ms. Stefanick stated that staff recommends the stealth monopine design due to the area’s commercial zoning and potential for future development. She noted that if the design is not approved now, the City will not have the authority to require the owners to retrofit the tower for stealth in the future.

Lance Walker asked about the maintenance on the stealth monopine versus the standard monopole design. Mr. Cockrell said the stealth monopine is more expensive to build and requires more labor to maintain.

There being no further comments or questions, Chair Hottell made a motion to approve the stealth monopine tower for the case, and Lance Walker seconded. The Motion carried 7/0.

Case No.
PL2025-0042 –
MINOR
SUBDIVISION –
2701 Lakeway Rd

The applicant proposes to subdivide an existing 24.38 acre parcel located at 2701 Lakeway Road and combine the subdivided 1.01 acre parcel with 2413 Knollwood Drive, creating two lots.

Tract P (known as 2701 Lakeway Road) will be 23.38 acres and has no existing structures on it. Lot 1 will be 2.40 acres and has one house, a detached garage, and two sheds on it. Tract P is zoned R-4, Multi-Family Residential District and at this

time is to remain R-4. Lot 1 will contain two zoning districts, R-4, Multi-Family and R-R, Rural Residential, so the property owner has requested a Zoning Map Amendment to correct this – PL2025-0048.

Meredith Duvall said the city received two calls regarding the case. One caller asked about drainage and requested a copy of the plat. Ms. Duvall informed the caller that the plat was currently unavailable as it was under revision. The second caller questioned the reason for merging the properties and expressed concern regarding potential business storage on the residential lot. Ms. Duvall said that both callers were notified of the upcoming public hearing dates for the Planning Commission and City Council meetings.

Chair Hottell asked if this property was just recently rezoned, and Ms. Duvall said it had been rezoned to R-4, Multi-Family Residential, earlier this year.

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

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Brian Rozier seconded. The Motion carried 6/0/1 Abstention.

Case No.
PL2025-0048 –
ZONING MAP
AMENDMENT –
Lot 1, Pronghorn
Ranch Ph III

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres.

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family, and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

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

Kathy Hopkins, resident of the area on Bush Avenue, was present and asked if there were plans to extend Knollwood Avenue. Ms. Duvall said that the extension of the road would require a major subdivision due to the extension of utilities that would be needed for it. Ms. Duvall said the Planning Division has not received any plans for the road to be extended. Ms. Hopkins said she does not want the road to be extended.

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

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the December 23, 2025, meeting is canceled, and the next meeting will be January 13, 2026.

ADJOURNMENT

The meeting was adjourned at 5:43 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

	)	
CITY OF GILLETTE	)	PL2025-0048
	)	
	)	ZONING MAP AMENDMENT
	)	LOT 1, PRONGHORN RANCH PHASE III
	)	CITY OF GILLETTE ZONING ORDINANCE
	)	
PETITIONER	)	LANCE WALKER
	)	

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission (“Commission”) on December 9, 2025, for hearing on the Zoning Map Amendment filed by Petitioner Lance Walker, LLC. Petitioner seeks to change the zoning district of Lot 1, Pronghorn Ranch Phase III from R-4, Multi-Family Residential District, to R-R, Rural Residential District. Chair Shaun Hottell, chairman of the Commission presided. Commissioners Vice-chair Richard Cone, Ian Scott, Jack Colson, Matthew Nelson, and Brian Rozier were also present. Lance Walker recused himself.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings. Cevin Imus of Land Surveying Incorporated, representing Lance Walker, 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 Lot 1, Pronghorn Ranch Phase III.
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 Lot 1, Pronghorn Ranch Phase III from R-4, Multi-Family Residential District, to R-R, Rural Residential District.

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

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

7. Case Manger established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for Lot 1, Pronghorn Ranch Phase III.

8. At the hearing, the Case Manger demonstrated the proposed changes will correct an obvious error in the Zoning Map as Lot 1, Pronghorn Ranch Phase III is being considered for subdivision (PL2025-0042) and would create spit zoning on the single parcel.

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.e(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 Lot 1, Pronghorn Ranch Phase III from R-4, Multi-Family Residential District, to R-R, Rural Residential District based on correcting an obvious error in the Zoning Map. 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 December, 2025.

CITY OF GILLETTE PLANNING COMMISSION

Shaun Hottell, Chair

ATTEST: _____
Meredith Duvall, City Planning Manager



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

ORDINANCE 2ND READING: Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for a Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 7/0)

PROJECT NUMBER:

PL2025-0047 - Zoning Map Amendment - 4500 Force Road

CASE BACKGROUND:

CITY COUNCIL 1ST READING VOTE: 7/0

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres. The minimum district size for an R-R zoning district is 10 acres; this rezone does meet the minimum district requirements. Furthermore, the adjacent lot on the northwest side of the property is zoned R-R with an existing district acreage total of 16.34 acres. The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The surrounding Zoning Districts are:

North – R-S, Suburban Residential District (County)

East – R-S, Suburban Residential District; Ag, Agricultural District

South – Ag, Agricultural District (County)

West – R-S, Suburban Residential District; R-R, Rural Residential District

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

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

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

safety, or general welfare.

In this case, Staff recognizes both option a) as valid reason for a rezone. The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

The owner states their reasoning for the Zoning Map Amendment is as follows, “The proposed rezoning to Rural Residential serves the public welfare by supporting responsible, low-density residential growth that is consistent with the character of the surrounding area. This change will allow for additional rural residential housing opportunities, helping meet local demand while preserving open space and maintaining the agricultural and scenic qualities valued in the community. Rural Residential zoning provides an appropriate balance between growth and land preservation. It encourages orderly development, improves long-term land use planning, and aligns the property with nearby zoning and uses. By converting from Agriculture and Residential Suburban to Rural Residential, the property can contribute to the community’s overall housing needs while ensuring that development remains compatible, low-impact, and beneficial to the surrounding neighborhood.”

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

The Planning Commission voted to approve this case with a vote of 7/0 at their December 9, 2025, meeting.

STAFF REFERENCE:

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

ATTACHMENTS:

[Ordinance](#)

[Vicinity Map](#)

[Planning Requirements](#)

[Planning Commission Minutes 12/09/2025](#)

[Finding of Facts PL2025-0047](#)

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR THE A PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALL OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 49, RANGE 72, ALSO KNOWN AS 4500 FORCE ROAD, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, AND AG, AGRICULTURAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

A Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

A Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, is hereby amended from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

Shay Lundvall, Mayor

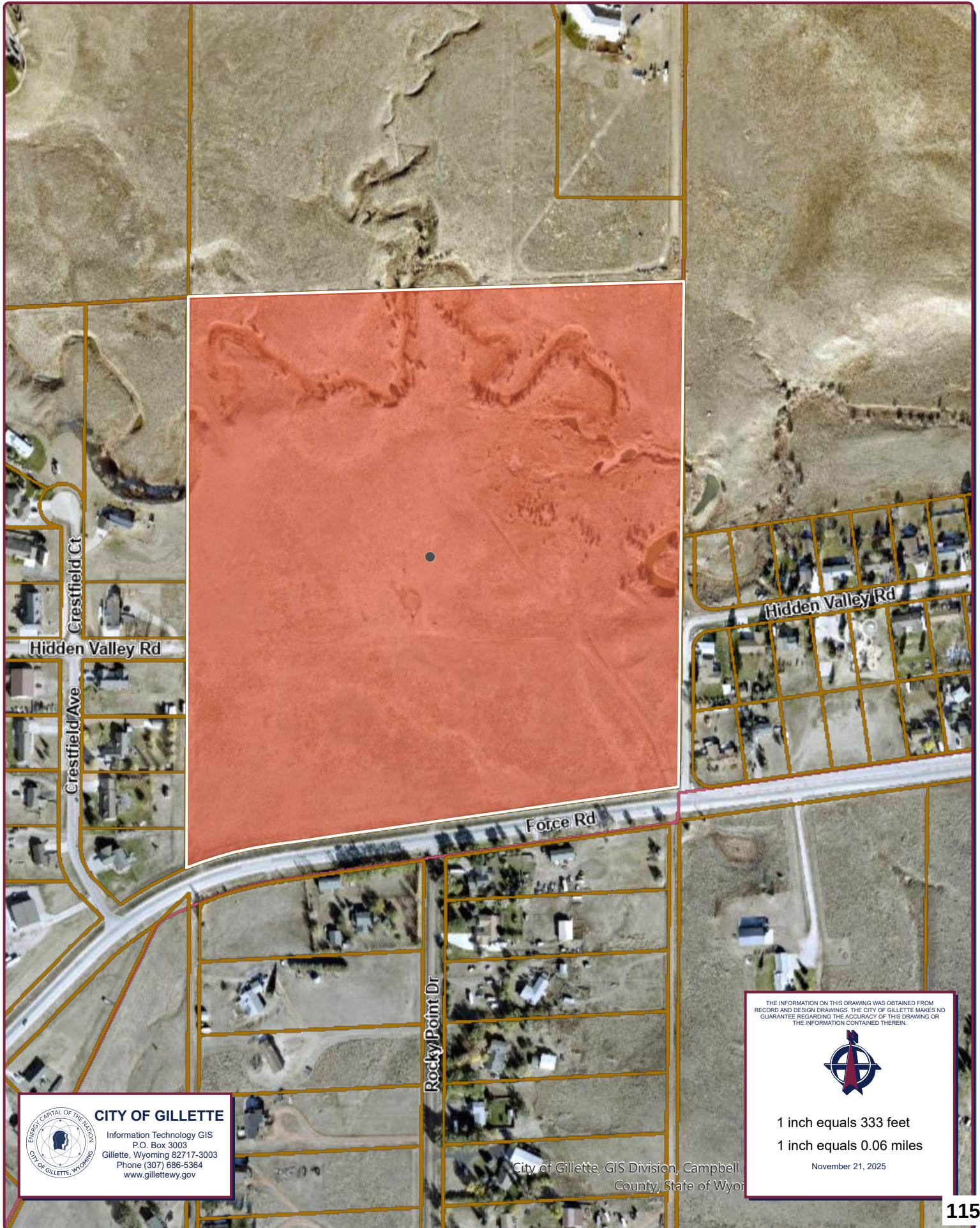
(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publication Date:

Vicinity Map - 4500 Force Road - Zoning Map Amendment



CITY OF GILLETTE

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

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1 inch equals 333 feet

1 inch equals 0.06 miles

November 21, 2025

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

Planning Requirements

PL2025-0047

Zoning Map Amendment | 4500 Force Road

There are no Planning Requirements for this case.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ December 9, 2025 ~ 5:15 pm

PRESENT

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

Commission Members Absent:None

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City 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 Matthew Nelson to approve the meeting minutes of October 28, 2025. Brian Rozier seconded the motion. Motion carried 7/0.

Case No.
PL2025-0047 –
ZONING MAP
AMENDMENT –
4500 Force Road

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres.

The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

Meredith Duvall said there was one call from the public regarding the case and it was a general inquiry only.

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

Jack Colson asked if the applicant/owner was planning to connect Hidden Valley Road, and Meredith Duvall said that it was unknown as there have been no subdivision plats received by the city's Planning Division.

Riley Kleven, resident on Spring Hill Road located north of the proposed rezone area, was present and asked if there were plans to subdivide the property and if so, how it would be subdivided. Meredith Duvall said while they can subdivide the property at this time the owners have only submitted for the rezoning of the property. Ms. Duvall said that if a subdivision of the property were to happen then all the same notices with a mailing, and sign on the property would happen just like the rezoning of the property had.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Lance Walker seconded. The Motion carried 7/0.

Case No.
PL2025-0041 —
NEW TOWER —
3000 Lakeway Rd

The applicant proposes to construct a new 100-foot stealth monopole wireless communications tower at 3000 W Lakeway Road. The property is a large parcel located at the intersection of W Lakeway Road and Skyline Drive, and is zoned C-1, General Commercial District.

Section 9 of the Zoning Ordinance identifies “privately owned land in commercial zones” as a preferred location for new wireless towers. The proposed tower would be situated approximately 300 feet north of W Lakeway Road, and 100 feet west of Skyline Drive. Access to the site is provided by Skyline Dr and will require permitting through the Wyoming Department of Transportation.

The proposed facility is intended to address an existing coverage gap in the wireless network and will meet the required ½ mile tower spacing standard in Section 9. The selected location reflects an effort to balance technical network requirements with community compatibility, aesthetic sensitivity, and compliance with the City’s design standards for stealth facilities.

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

Andy Cockell, with Maverick Towers, was present and said his company had proposed two designs for the cell tower: a monopine design that he thought didn’t work great in the Gillette area but does meet the stealth requirement of the Zoning Ordinance, and a earthtone standard monopole design.

Chair Hottell inquired regarding the voting procedure for the two tower design options presented by Mr. Cockrell. Ms. Stefanick clarified that the Commission may move to approve either design. She noted that should a motion for one version fail, the Commission is permitted to subsequently vote on the alternative design.

Ms. Stefanick stated that staff recommends the stealth monopine design due to the area’s commercial zoning and potential for future development. She noted that if the design is not approved now, the City will not have the authority to require the owners to retrofit the tower for stealth in the future.

Lance Walker asked about the maintenance on the stealth monopine versus the standard monopole design. Mr. Cockrell said the stealth monopine is more expensive to build and requires more labor to maintain.

There being no further comments or questions, Chair Hottell made a motion to approve the stealth monopine tower for the case, and Lance Walker seconded. The Motion carried 7/0.

Case No.
PL2025-0042 —
MINOR
SUBDIVISION —
2701 Lakeway Rd

The applicant proposes to subdivide an existing 24.38 acre parcel located at 2701 Lakeway Road and combine the subdivided 1.01 acre parcel with 2413 Knollwood Drive, creating two lots.

Tract P (known as 2701 Lakeway Road) will be 23.38 acres and has no existing structures on it. Lot 1 will be 2.40 acres and has one house, a detached garage, and two sheds on it. Tract P is zoned R-4, Multi-Family Residential District and at this

time is to remain R-4. Lot 1 will contain two zoning districts, R-4, Multi-Family and R-R, Rural Residential, so the property owner has requested a Zoning Map Amendment to correct this – PL2025-0048.

Meredith Duvall said the city received two calls regarding the case. One caller asked about drainage and requested a copy of the plat. Ms. Duvall informed the caller that the plat was currently unavailable as it was under revision. The second caller questioned the reason for merging the properties and expressed concern regarding potential business storage on the residential lot. Ms. Duvall said that both callers were notified of the upcoming public hearing dates for the Planning Commission and City Council meetings.

Chair Hottell asked if this property was just recently rezoned, and Ms. Duvall said it had been rezoned to R-4, Multi-Family Residential, earlier this year.

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

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Brian Rozier seconded. The Motion carried 6/0/1 Abstention.

Case No.
PL2025-0048 –
ZONING MAP
AMENDMENT –
Lot 1, Pronghorn
Ranch Ph III

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres.

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family, and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

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

Kathy Hopkins, resident of the area on Bush Avenue, was present and asked if there were plans to extend Knollwood Avenue. Ms. Duvall said that the extension of the road would require a major subdivision due to the extension of utilities that would be needed for it. Ms. Duvall said the Planning Division has not received any plans for the road to be extended. Ms. Hopkins said she does not want the road to be extended.

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

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the December 23, 2025, meeting is canceled, and the next meeting will be January 13, 2026.

ADJOURNMENT

The meeting was adjourned at 5:43 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION		
	)	
CITY OF GILLETTE	)	PL2025-0047
	)	
	)	ZONING MAP AMENDMENT
	)	4500 FORCE ROAD
	)	CITY OF GILLETTE ZONING ORDINANCE
	)	
PETITIONER	)	LM PROPERTIES, LLC
	)	

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission (“Commission”) on December 9, 2025, for hearing on the Zoning Map Amendment filed by Petitioner LM Properties, LLC. Petitioner seeks to change the zoning district of 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. Chair Shaun Hottell, chairman of the Commission presided. Commissioners Vice-chair Richard Cone, Ian Scott, Jack Colson, Matthew Nelson, Brian Rozier, and Lance Walker were also present.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings. Joel Klaassen of Earth Works Solutions, representing LM Properties LLC, 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 4500 Force Road.
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 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District.

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

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

7. Case Manger established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for 4500 Force Road.

8. At the hearing, the Case Manger demonstrated the proposed changes will correct an obvious error in the Zoning Map as 4500 Force Road currently contains spit zoning on the single parcel. Furthermore, the Petitioner stated that the rezone addresses public welfare by “supporting responsible, low-density residential growth that is consistent with the character of the surrounding neighborhood”.

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.e(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 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District based on both correcting an obvious error in the Zoning Map and 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 December, 2025.

CITY OF GILLETTE PLANNING COMMISSION

Shaun Hottell, Chair

ATTEST: _____
Meredith Duvall, City Planning Manager



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration for the Designation of an Official Newspaper for a One-Year Term for 2026.

SUGGESTED ACTION:

I move to designate the Gillette News Record as the official Newspaper for the City of Gillette for the year 2026.

CASE BACKGROUND:

State Statute requires annual designation of an official newspaper. The Gillette News Record submitted a bid to remain as the City's official newspaper. The per column inch fee increased to \$11.50 (the fee was \$11.00 in 2025). The fee remains less than the \$17.16 fee typically charged for their most frequent advertisers.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[News Record Bid 2026](#)

Gillette News Record

Watching out for you since 1904

December 11, 2025

Michael Cole, City Administrator
City of Gillette
201 East 5th Street
Gillette, Wyoming 82716

Dear Mr. Cole and City Council Members:

Please accept this bid from the Gillette News Record for the Campbell County's public notices for 2026 at \$11.50 per column inch.

The Gillette News Record meets all qualifications for consideration as your official newspaper, including circulation and rate:

- **Statutory requirements:** Weekly newspapers can charge their open published rate for public notices, which is \$17.16 with the Gillette News Record. We offer you a rate below that.
- **Circulation:** Our circulation averages 5,000 a day in print and digital forms – well above the minimum required by law. That makes the Gillette News Record the most visible medium in Gillette by a huge margin. Your per piece cost is roughly .002 cents per column inch per reader.
- **Added Value:** The rate also guarantees you two added advantages:
 - 1) While the law requires cities to publish public notices in print, we also publish them in our online product. This is something the Gillette News Record has done for many years – for free – because we continue to believe public notices should get the widest possible exposure.
 - 2) We also upload Gillette's public notices to a free website www.publicnotices.com, which features all public notices published in Wyoming Press Association newspapers. Thus, allowing citizens from across the state (or the nation) that can access those notices to research for bids that are being solicited, possibly a public hearing on a sensitive topic, or researching foreclosures, or to compare budgets – or whatever they would see in each newspaper each day.

All of these services are provided by the Gillette News Record.

Should you have any questions please do not hesitate to reach out to either myself or our Business Manager.

Sincerely,



Erik Bergquist
Publisher



Shawna Glasser
Business Manager



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration for the Designation of Bank Depositories for Public Funds of the City of Gillette for Calendar Year 2026.

SUGGESTED ACTION:

I move for the approval of the appointment of the following banks as authorized depositories for public funds of the City of Gillette for the 2026 calendar year: ANB Bank, First Interstate Bank, First National Bank, First Northern Bank, Pinnacle Bank, Security State Bank, and US Bank NA.

CASE BACKGROUND:

The City of Gillette annually approves the banks within the State of Wyoming to be depositories for City funds. The banks have all reviewed and accepted the City's investment policy and have agreed to provide acceptable collateral for deposits and investments made by the City at their bank. While not all of these banks currently hold City of Gillette funds, this approval authorizes the City to invest with them should the opportunity arise.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[ANB Bank Depository Application CY2026](#)
[First Interstate Bank Depository Application CY2026](#)
[First National Bank of Gillette Depository Application CY2026](#)
[First Northern Bank of Wyoming Deposit Application CY2026](#)
[Pinnacle Bank Depository Application CY2026](#)
[Security State Bank Depository Application CY2026](#)
[US Bank NA Depository Application CY2026](#)

Application for Deposit of Public Funds

Gillette, Wyoming

September 17, 2025

Campbell County, Gillette, Wyoming:

Pursuant to the requirements of Wyoming Statutes Title 9, Chapter 4, Article 8, formal application is made by ANB Bank, a corporation organized and existing under the laws of Wyoming and having its office and principal place business in Gillette, County of Campbell in the State of Wyoming to be a depository for municipal funds. The Bank is incorporated under the laws of the United States of America, and will offer securities up to the amount of unlimited dollars.

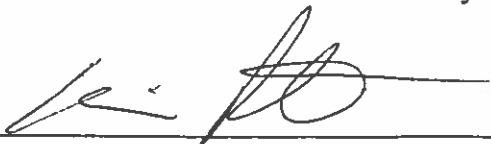
The bank offers the following described securities: Per Wyoming Statute 9-4-818

Total Amount: Unlimited

To be assigned and deposited with the City of Gillette as security for the safekeeping and prompt payment of all public moneys that may be deposited with it by the Public Entity, and for the faithful performance of its duties under the law as such depository.

By Order of the Board of Directors

President:



Cashier:



RESOLUTION

WHEREAS, it is necessary for ANB Bank to properly secure City of Gillette all monies deposited in the bank by the City of Gillette;

WHEREAS, no deposit will be made in the bank by the Public Entity unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits;

WHEREAS, the Public Entity may, when furnished proper security, carry a maximum credit balance with the bank of unlimited Dollars;

WHEREAS, the Public Entity is willing to receive securities designated by laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of ANB Bank that any two of the following named persons, officers of the bank, are authorized and empowered to pledge to the Public Entity securities of this bank which are legal for collateral security for deposit of public funds, and which the Public Entity is willing to accept as collateral security, and in amounts and at the time the Public Entity and bank officers agree upon:

<u>Bank Officer's Name</u>	<u>Title</u>
<u>Kevin Paintner</u>	<u>Executive Vice President, Regional President</u>
<u>Josh Stransky</u>	<u>CFO</u>
<u>Patrick Flanary</u>	<u>First VP -- Regional Sr. Operations Officer V</u>
<u>Chris Jojola</u>	<u>VP, Accounting Officer IV</u>
<u>Brenda Williams</u>	<u>Executive Vice President, Director of Accounting & Financial Reporting</u>
<u>Wendy Good</u>	<u>First Assistant VP, Accounting Officer III</u>
<u>Cori Hodel</u>	<u>1st VP, Accounting Officer V</u>

BE IT FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Public Entity shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Public Entity or mailed to the Public Entity by registered mail. The right given the officers named herein to pledge security as collateral also includes the right

to give additional collateral security and to withdraw such collateral as the Public Entity is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Public Entity is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Public Entity as the Public Entity requires, and any collateral pledge agreement executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this Bank.

CERTIFICATION

I, Patricia Pogge Mulvania, Secretary of ANB Bank do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of said bank at a valid meeting thereof, held in its place of business this 20th day of May, 2025; that said Resolution has been included in the minutes of said meeting of the minutes book which constitutes a part of said Bank's permanent records and that the seal affixed thereto is the official corporate seal of said Bank.

Dated this 14th day of August, 2025

Patricia Pogge Mulvania
(Signature)

Notary:

Subscribed and sworn to me this 14th day of August, 2025

Angela A. Martinez
(Notary Signature)

ANGELA A MARTINEZ NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19904005299 MY COMMISSION EXPIRES APRIL 12, 2026

(Affix Seal)





401 N 31st St
Billings, MT 59101

PO Box 30918
Billings, MT 59116

406-255-5029
firstinterstate.com

CITY OF GILLETTE

201 E 5TH ST

GILLETTE, WY 82716-4303

January 31, 2025

To Whom It May Concern:

Please accept First Interstate Bank's application for the deposit of Public Funds accounts. Your deposits are insured to a balance of \$250,000.00 by the Federal Deposit Insurance Corporation. We will be happy to pledge additional securities as necessary to cover increasing deposit balances.

Enclosed, please find a certified copy of the Board of Directors Public Funds Resolution which was passed at the annual meeting on December 12, 2024. This document authorizes First Interstate Bank to accept Public Funds Deposits and authorizes certain officers to furnish collateral security for such deposits.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bennett Tabor', written over a horizontal line.

Bennett Tabor

Capital Markets Analyst

Consolidated Report of Condition for Insured Banks and Savings Associations for December 31, 2024

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands		RCN	Amount	
Assets				
1. Cash and balances due from depository institutions (from Schedule RC-A):				
a. Noninterest-bearing balances and currency and coin (1)		0081	382,853	1.a.
b. Interest-bearing balances (2)		0071	513,615	1.b.
2. Securities:				
a. Held-to-maturity securities (from Schedule RC-B, column A) (3)		1J34	2,687,454	2.a.
b. Available-for-sale debt securities (from Schedule RC-B, column D)		1773	5,057,106	2.b.
c. Equity securities with readily determinable fair values not held for trading (4)		JA22	0	2.c.
3. Federal funds sold and securities purchased under agreements to resell:				
a. Federal funds sold		B987	59	3.a.
b. Securities purchased under agreements to resell (5,6)		B989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):				
a. Loans and leases held for sale		5369	934	4.a.
b. Loans and leases held for investment	B528	17,844,855		4.b.
c. LESS: Allowance for credit losses on loans and leases	3123	204,105		4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c)	B529	17,640,750		4.d.
5. Trading assets (from Schedule RC-D)	3545	44,921		5.
6. Premises and fixed assets (including right-of-use assets)	2145	421,496		6.
7. Other real estate owned (from Schedule RC-M)	2150	4,344		7.
8. Investments in unconsolidated subsidiaries and associated companies	2130	5,701		8.
9. Direct and indirect investments in real estate ventures	3656	0		9.
10. Intangible assets (from Schedule RC-M)	2143	1,192,033		10.
11. Other assets (from Schedule RC-F) (6)	2160	1,114,286		11.
12. Total assets (sum of items 1 through 11)	2170	29,065,552		12.
Liabilities				
13. Deposits:				
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	2200	23,289,006		13.a.
(1) Noninterest-bearing (7)	6631	6,071,046		13.a.1.
(2) Interest-bearing	6636	17,217,960		13.a.2.
b. Not applicable				
14. Federal funds purchased and securities sold under agreements to repurchase:				
a. Federal funds purchased (8)	B993	0		14.a.
b. Securities sold under agreements to repurchase (9)	B995	523,933		14.b.
15. Trading liabilities (from Schedule RC-D)	3548	130,010		15.
16. Other borrowed money (includes mortgage indebtedness) (from Schedule RC-M)	3190	1,600,503		16.
17. and 18. Not applicable				
19. Subordinated notes and debentures (10)	3200	0		19.

- 1 Includes cash items in process of collection and unposted debits.
- 2 Includes time certificates of deposit not held for trading.
- 3 Institutions should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.
- 4 Item 2.c is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.
- 5 Includes all securities resale agreements, regardless of maturity.
- 6 Institutions should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
- 7 Includes noninterest-bearing, demand, time, and savings deposits.
- 8 Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
- 9 Includes all securities repurchase agreements, regardless of maturity.
- 10 Includes limited-life preferred stock and related surplus.

Schedule RC—Continued

Dollar Amounts in Thousands

Liabilities—continued

	RCON	Amount	
20. Other liabilities (from Schedule RC-G).....	2930	257,844	20.
21. Total liabilities (sum of items 13 through 20).....	2948	25,801,296	21.
22. Not applicable			

Equity Capital**Bank Equity Capital**

23. Perpetual preferred stock and related surplus.....	3838	0	23.
24. Common stock.....	3230	50,000	24.
25. Surplus (excludes all surplus related to preferred stock).....	3839	3,115,194	25.
26. a. Retained earnings.....	3632	420,995	26.a.
b. Accumulated other comprehensive income (1).....	B530	(321,933)	26.b.
c. Other equity capital components (2).....	A130	0	26.c.
27. a. Total bank equity capital (sum of items 23 through 26.c).....	3210	3,264,256	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....	3000	0	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....	G105	3,264,256	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....	3300	29,065,552	29.

Memoranda**To be reported with the March Report of Condition.**

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2023.....

RCON	Number
6724	NR M.1.

- 1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or the Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution
- 1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution
- 2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)
- 2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

- 3 = This number is not to be used
- 4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)
- 5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)
- 6 = Review of the bank's financial statements by external auditors
- 7 = Compilation of the bank's financial statements by external auditors
- 8 = Other audit procedures (excluding tax preparation work)
- 9 = No external audit work

To be reported with the March Report of Condition.

2. Bank's fiscal year-end date (report the date in MMDD format).....

RCON	Date
8678	NR M.2.

- 1 Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.
- 2 Includes treasury stock and unearned Employee Stock Ownership Plan shares.

FIRST INTERSTATE BANK

DATE APPROVED BY BOARD - DECEMBER 12, 2024

PUBLIC FUNDS RESOLUTION

WHEREAS, it is necessary for First Interstate Bank to properly secure the political division or subdivision for all monies deposited in the bank by the Treasurer of the political division or subdivision, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, The Treasurer may, when furnished proper security, carry an unlimited credit balance with the bank; and

WHEREAS, the Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the depository bank that any two of the following named persons, officers of the bank, are authorized and empowered to pledge to the Treasurer of the state or political subdivision securities of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time the Treasurer and bank officers agree upon:¹

James Reuter	President and Chief Executive Officer
Marcy Mutch	Chief Financial Officer
David Della Camera	Deputy Chief Financial Officer
Jason Sasanfar	Corporate Treasurer
Cameo Dowell	Director of Capital Markets
Tyler Johnson	Finance Manager
Bennett Tabor	Capital Markets Analyst
Destany Mayfield	Finance Analyst

BE IT FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED the bank officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Treasurer as the Treasurer requires, and any collateral pledge agreement executed, or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this Bank.

The Board agrees that the authority herein granted is irrevocable, and the depository hereby for itself, its successors and assigns, ratified and confirms whatever said attorney shall do by virtue of this authorization.


James A. Reuter, Chair 12 Dec 2024 10:20 AM MST

I, the undersigned, Secretary of First Interstate Bank, a Corporation, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution duly ratified by the Board of Directors of said Corporation, at a meeting of said Board duly called and held, and at which a quorum of said Board was present on the 12th day of December, 2024, and that said resolution is duly entered upon the minute book of said Corporation, and that it is in full force and effect at this time.


12 Dec, 2024 10:12:26 AM MST

¹The Officer certifying this resolution shall have such authority and shall not be designated under numbered paragraph 3 above.

**APPLICATION FOR DEPOSIT OF PUBLIC FUNDS
FOR THE YEAR 2025**

To Whom It May Concern:

In connection with State Requirements, formal application is hereby made by First Interstate Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Montana and having its office and principal place of business in the City of Billings in the State of Montana, to be designated an authorized Public Depository.

First Interstate Bank agrees to furnish and pledge securities as provided for in Wyoming Statute 9-4-821 to be assigned to the entity as security for the safekeeping and prompt payment of all public monies that may be deposited with the entity and for the faithful performance of its duties under the aforesaid law as such depository.

By Order of the Board of Directors



James A. Reuter, Chair



Kirk D. Jensen, Corporate Secretary



P.O. Box 3002, Gillette, WY 82717-3002 | 307-686-3300
FNBGILLETTE.COM

9/30/2025

City of Gillette
Mr. Tom Pitlick
PO Box 3003
Gillette, WY 82717-3003

Dear City of Gillette, Mr. Tom Pitlick

Please accept this letter as a request by First National Bank of Gillette to be considered as a depository bank for public funds for City of Gillette.

Also, please be assured that all public funds deposits in excess of the \$250,000 FDIC coverage are fully collateralized according to State Statutes.

Please contact me if you have any questions concerning this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sam Saunders', is written over a horizontal line.

Sam Saunders
President



P.O. Box 3002, Gillette, WY 82717-3002 | 307-686-3300
FNBGILLETTE.COM

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

Gillette, WY

9/30/2025

TO: City of Gillette

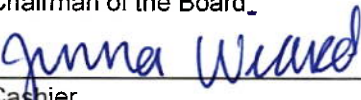
Pursuant to the requirements of W.S. 9-4-818, formal application is made by First National Bank of Gillette, Wyoming, a corporation organized and existing under the Laws of the State of Wyoming and having its office and principal place of business in the City of Gillette, in the County of Campbell, in the State of Wyoming, to be designated a City of Gillette Depository. The financial institution agrees to furnish to the City of Gillette securities, as provided for in Section 9-4-821, Wyoming Statutes 1977, as amended, to cover public funds as may be deposit by the City of Gillette.

Furthermore, the financial insitute agrees to comply with W.S. 9-4-806.

By order of the Board of Directors



Chairman of the Board



Cashier



President

BANK DIRECTORS
See List Attached Hereto

BANK OFFICERS
See List Attached Hereto

THE FIRST NATIONAL BANK OF GILLETTE, WYOMING
CONCERNING THE PLEDGING OF COLLATERAL SECURITY
FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, it is necessary for THE FIRST NATIONAL BANK OF GILLETTE, WYOMING, to properly secure the Treasurer of Campbell County Political Subdivisions, for all monies deposited in said bank by the Treasurer of the appropriate Public Entities, hereinafter called the "TREASURER", and

WHEREAS, the said TREASURER is willing to receive securities designated by laws of Wyoming as legal collateral security, as security for such deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of said First National Bank of Gillette that any one of the following named persons, officers of said bank, are hereby authorized and empowered to pledge to the TREASURER of the appropriate Public Entities, such securities of this bank as may be legal for collateral security, and in such amounts and at such time as the said TREASURER and bank officers may agree upon:

Samuel M. Saunders, Chairman of the Board/President
Danna Burchess, Executive Vice President/CFO/BSA Officer
Tonja Cale, Executive Vice President/COO
Jenna Wiard, Cashier

BE IT FURTHER RESOLVED, that this authority given to said officers of the bank named herein to furnish collateral security to said TREASURER shall be continuing and shall be binding upon said bank until the authority given to the bank officers named herein is resolved or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of said bank to said TREASURER or mailed to said TREASURER by registered mail. The right given the officers named herein to pledge security as collateral to the said TREASURER is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the said TREASURER is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED, that the bank named herein is fully authorized and empowered to execute in the name of said bank such collateral pledge agreement in favor of the said TREASURER as the said TREASURER may require, and any collateral pledge agreement so executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this Bank.

BE IT FURTHER RESOLVED, that this Resolution revokes and supersedes any and all prior resolutions concerning the pledging of collateral security for deposit of public funds.

CERTIFICATE

I, Sam Saunders, President of THE FIRST NATIONAL BANK OF GILLETTE, WYOMING, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of said bank at a valid meeting thereof, held in its board room in The First National Bank of Gillette this 13th day of March, 2025; that said Resolutions has been spread upon the minutes of said meeting in the minute book which constitutes a part of said Bank's permanent records, and that the seal affixed thereto is the official corporate seal of said Bank.

Dated at Gillette, Wyoming this 30th day of September A.D., 2025

FIRST NATIONAL BANK

DIRECTORS

Sam Saunders
-Chairman of the Board
Raymond Saunders
Barbara Saunders
Jim Clikeman
Michael Davis
Patrick Hladky
John C. Reynolds
Tyler Miller

OFFICERS

Samuel M. Saunders
Tonja Cale
Dale Smith
Danna Burchess
Deb Watson
Jamie Black
Tyler Watts
Cassidy Westbrook
Casey Acord
Audrey Lubken
Jeff Grimes
Nancy Watson

Joe Helms
Ellen Byers
Chantel Thurman
Jennifer Myers
Kandi Young
Brenda Kron

President/CEO
Exec. VP/COO
Exec. VP/Chief Credit Officer
Exec. VP/CFO/BSA Officer
VP/Compliance Officer
VP/HR Manager
VP/Commercial Loan Officer
VP/Commercial Loan Officer
VP/Ag & Commercial Loan Officer
VP/Mortgage Loan Manager
VP/IT Administrator
AVP/Relationship Banking
Operations Manager
AVP/Relationship Banking Manager
AVP/Customer Support Manager
AVP/Teller Manager
AVP/Mortgage Operations Manager
AVP/Loan Operations Manager
Commercial Loan Associate

Report of Condition

Consolidated domestic subsidiaries of:

FIRST NATIONAL BANK OF GILLETTE in the state of WY at the close of business on June 30, 2025

This report was published in response to a call made by:

DANNA BURCHES

Dollar Amounts in Thousands

ASSETS

Cash and balances due from depository institutions:

Noninterest-bearing balances and currency and coin.	7,693
Interest-bearing balances.	22,700

Securities:

Held-to-maturity securities	179,342
Available-for-sale debt securities	214,710
Equity securities with readily determinable fair values not held for trading.	0

Federal funds sold and securities purchased under agreements to resell:

Federal funds sold.	0
Securities purchased under agreements to resell.	0

Loans and lease financing receivables:

Loans and leases held for sale.	1,199
Loans and leases held for investment.	161,785
LESS: Allowance for credit losses on loans and leases.	2,590
Loans and leases held for investment, net of allowance	159,195

Trading assets.

Premises and fixed assets (including right-of-use assets).

Other real estate owned

Investments in unconsolidated subsidiaries and associated companies.

Direct and indirect investments in real estate ventures.

Intangible assets

Other assets

Total assets

Dollar Amounts in Thousands

LIABILITIES

Deposits:

In domestic offices	521,014
Noninterest-bearing.	115,106
Interest-bearing.	405,908

Federal funds purchased and securities sold under agreements to repurchase:

Federal funds purchased.	0
Securities sold under agreements to repurchase.	0

Trading liabilities.

Thursday, July 17, 2025

Page 1 of 2

Report of Condition (continued)

Other borrowed money (includes mortgage indebtedness)	0
Subordinated notes and debentures	0
Other liabilities	2,234
Total liabilities	523,248

Dollar Amounts in Thousands

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	100
Surplus (exclude all surplus related to preferred stock)	1,800
Retained earnings	89,382
Accumulated other comprehensive income	-25,648
Other equity capital components	0
Total bank equity capital	65,634
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	65,634
Total liabilities and equity capital	588,882

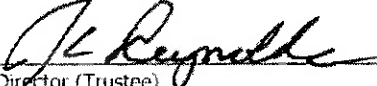
We, the undersigned directors (trustees), attest to the correctness of this Report of Condition for this report date and declare that the Report of Condition has been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.



Director (Trustee)

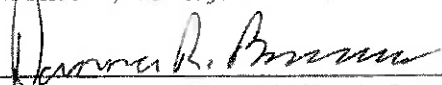


Director (Trustee)



Director (Trustee)

I, Danna Burchess (Executive Vice President/CFO) of the named bank, attest that this Report of Condition for this report date has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.



Signature of Chief Financial Officer (or Equivalent)

7/17/2025

Date of Signature



First Northern Bank
of W Y O M I N G

Nicholas B. Thom
President & CEO
P.O Box 400 | 141 S. Main St.
Buffalo, WY 82834
Direct: (307) 684-8017
nthom@firstnorthern.bank

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

November 20, 2025

MAYOR & CITY COUNCIL

City of Gillette
201 E 5th St
Gillette, Wyoming 82716

Pursuant to the requirements of W.S. 9-4-818, formal application is made by First Northern Bank of Wyoming a corporation organized and existing under the laws of Wyoming and having its office and principal place of business in the City of Buffalo, WY in the County of Johnson with a Branch Office in the County of Campbell in the State of Wyoming, to be designated a City of Gillette Depository.

The Bank is to provide sufficient collateral as required by City of Gillette's Investment Policy to be assigned to and deposited with the Treasurer of the City of Gillette as security for the safekeeping and prompt payment of all public moneys that may be deposited with it by said treasurer, and for the faithful performance of its duties under the law as such depository.

By Order of the Board of Directors

President & CEO

RESOLUTION

The Board of Directors of First Northern Bank of Wyoming concerning the Application for the Deposit of Public Funds pursuant to the requirements of W.S. 9-4-818, made by First Northern Bank of Wyoming a corporation organized and existing under the laws of Wyoming and having its office and principal place of business in the City of Buffalo, in the County of Johnson, in the State of Wyoming to be designated a City of Gillette Depository, and the pledging of collateral security for said funds.

WHEREAS, it is necessary for the First Northern Bank of Wyoming to properly secure the Treasurer of City of Gillette for all monies deposited in said bank by the Treasurer of said City of Gillette, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in said bank by said Treasurer unless said deposit is properly secured, and the giving of proper security is one of the considerations for receiving said deposits; and

WHEREAS, the said Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security of such deposits;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of said depository bank that any two (2) of the following named persons, officers, of said bank, are hereby authorized and empowered to pledge to the Treasurer of said City of Gillette such securities of the bank as may be legal for collateral security for deposit of public funds, and which said Treasurer is willing to accept as collateral security, and in such amounts and at such time as the said Treasurer and bank officers may agree upon:

Nicholas B. Thom
President & CEO

Robert D. McBride
Executive Vice
President

Richard P. Myers
Chief Operating Officer

Ryan T. Fieldgrove
Chief Credit Officer

Thomas A. Holt
Investment Officer

Nicole L. Peters
Controller

Seth M. Hiller
SVP of Finance

BE IT FURTHER RESOLVED that this authority given to said officers of the bank named herein to furnish collateral security to said Treasurer shall be continuing and shall be binding upon said bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, a verified copy of which shall be delivered by a representative of said named herein to pledge security as collateral also included the right to give additional collateral security and to withdraw such collateral as the said Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the said Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of said bank such collateral pledge agreement in favor of the said Treasurer as the said Treasurer may require, and any collateral pledge agreement so executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this bank.

Dated this 20th day of November, 2025.



President & CEO

CERTIFICATION

I, Nicole L. Peters, Secretary of First Northern Bank of Wyoming, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of said bank at a valid meeting thereof, held in its place of business this 20th day of November, 2025; that said Resolution has been included in the minutes of said meeting of the minutes book which constitutes a part of said Bank's permanent records and that the seal affixed thereto is the official corporate seal of said Bank.

Dated this 20th day of November, 2025


Secretary to the Board of Directors



FIRST NORTHERN BANK OF WYOMING

AS OF OCTOBER 31, 2025

BOARD OF DIRECTORS

Robert McBride	Chairman of the Board - CIO
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Nicholas Thom	Director - President/CEO
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Thomas Holt	Director - Investment Officer
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Richard Myers	Director - COO
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Scott McBride	Director (External)
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Dan Riggs	Director (External)
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Karen Buffington	Director (External)
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Joseph Hallock	Director (External)
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George Schafer	Director (External)
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Richard Hammer	Director (External)
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APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

Pinnacle Bank- Wyoming
For Calendar Year 2025-2026

October 16, 2025

City of Gillette
201 E 5th St
Gillette WY 82716

To Whom It May Concern:

Pursuant to the requirement of W.S. 9-4-818, formal application is made by Pinnacle Bank-Wyoming, a corporation organized and existing under the laws of Wyoming and having its office and principal place of business in the City of Gillette, in the County of Campbell, in the State of Wyoming, to be designated a depository for public funds. Pinnacle Bank-Wyoming agrees to furnish the securities as provided for in Section 9-4-821 to cover public funds as may be deposited by City of Gillette, Gillette, WY.

Furthermore, Pinnacle Bank-Wyoming agrees to comply with W.S. 9-4-806.

By order of the Board of Directors
Pinnacle Bank- Wyoming

A handwritten signature in black ink, appearing to read "Marlane Borger".

Marlane Borger
Quality Control Officer, Pinnacle Bank Wyoming
Direct Line 307-532-4600 ext. 110



PINNACLE BANK - WYOMING
PUBLIC FUNDS DEPOSITORS
EXHIBIT "A"
2025-2026

Branches - Cheyenne, Cody, Gillette, Laramie, Mitchell, Moorcroft, Newcastle, Powell, Thermopolis, Torrington, Worland

ALBANY COUNTY PUBLIC LIBRARY
ALBANY COUNTY TREASURER
ANGEL DRAW DRAINAGE DISTRICT
ARNOLD DRAINAGE DISTRICT
BIG HORN REGIONAL JOINT POWERS BOARD
BLUFF IRRIGATION DISTRICT
BUFFALO BILL DAM AND VISITORS CENTER
BUREAU OF LAND MANAGEMENT / MAC MIDSTREAM LLC
CAMPBELL COUNTY CEMETERY DISTRICT
CAMPBELL COUNTY TREASURER
CANYON IMPROVEMENTS & SERVICES DISTRICT
CIRCUIT COURT OF GOSHEN COUNTY
CITY OF CHEYENNE
CITY OF CODY
CITY OF GILLETTE
CITY OF LARAMIE
CITY OF MITCHELL
CITY OF NEWCASTLE
CITY OF TORRINGTON
CITY OF WORLAND
CHEYENNE DOWNTOWN DEVELOPMENT AUTHORITY
CLOUD PEAK COUNSELING CENTER
CODY CANAL IRRIGATION DISTRICT
CODY CONSERVATION DISTRICT
COMMUNITY JOINT CENTER POWER BOARD
CROOK COUNTY MEDICAL SERVICES DISTRICT
CROOK COUNTY SCHOOL DISTRICT #1
CROOK COUNTY TREASURER
CROWN HILL CEMETERY DISTRICT 1
EASTERN WYOMING COLLEGE
FIRE PROTECTION DISTRICT #1
FIRE PROTECTION DISTRICT #2, PARK COUNTY, WY
FORT LARAMIE CEMETERY DISTRICT
GOSHEN CARE CENTER JOINT POWERS BOARD
GOSHEN COUNTY CLERK
GOSHEN COUNTY FIRE SERVICE
GOSHEN COUNTY LIBRARY
GOSHEN COUNTY SCHOOL DISTRICT
GOSHEN COUNTY SENIOR FRIENDSHIP CENTER
GOSHEN COUNTY TOURISM
GOSHEN COUNTY TREASURER
GOTTSCHKE REHABILITATION CENTER
HAWK SPRINGS FIRE DEPARTMENT
HAWK SPRINGS FIRE PROTECTION
HAWK SPRINGS RESCUE UNIT
HEART MOUNTAIN IRRIGATION DISTRICT
HIGHLAND HANOVER IRRIGATION
HOT SPRINGS CONSERVATION DISTRICT
HOT SPRINGS COUNTY CEMETERY DIST
HOT SPRINGS COUNTY CLERK
HOT SPRINGS COUNTY CLERK OF DISTRICT COURT
HOT SPRINGS COUNTY EARLY CHILDHOOD BOCES
HOT SPRINGS COUNTY FAIR BOARD
HOT SPRINGS COUNTY HOSPITAL DISTRICT
HOT SPRINGS COUNTY LIBRARY
HOT SPRINGS COUNTY LIBRARY FOUNDATION
HOT SPRINGS COUNTY LODGING TAX BOARD
HOT SPRINGS COUNTY MUSEUM AND CULTURAL CENTER
HOT SPRINGS COUNTY OFFICE OF THE SHERIFF
HOT SPRINGS COUNTY PREDATOR MANAGEMENT DISTRICT
HOT SPRINGS COUNTY RECREATION DISTRICT
HOT SPRINGS COUNTY RURAL FIRE DISTRICT
HOT SPRINGS COUNTY SCHOOL DISTRICT #1
HOT SPRINGS COUNTY TREASURER
HOT SPRINGS COUNTY WEED & PEST
HOT SPRINGS SENIOR SERVICES DISTRICT
HOT SPRINGS STATE PARK
HUNTLY FIRE PROTECTION
JAY EM FIRE PROTECTION DISTRICT
KEYHOLE STATE PARK
KIRBY DITCH IRRIGATION DISTRICT
LAGRANGE FIRE PROTECTION DISTRICT
LAGRANGE VOLUNTEER FIRE DEPARTMENT
LARAMIE COUNTY COMMUNITY COLLEGE
LARAMIE COUNTY FIRE DISTRICT #1
LARAMIE COUNTY FIRE DISTRICT #10
LARAMIE COUNTY SCHOOL DISTRICT #1
LARAMIE COUNTY TREASURER
LITTLE THUNDER IMPROVEMENT & SERVICE DISTRICT
LUCERNE PUMPING PLANT CANAL CO.
MEETEETSE CONSERVATION DISTRICT
MEETEETSE FIRE DISTRICT #3
MITCHELL DRAINAGE DISTRICT
MITCHELL IRRIGATION DISTRICT
MITCHELL RURAL FIRE DEPARTMENT

MITCHELL SCHOOL DISTRICT #31
MOORCROFT CLINIC
NEWCASTLE VOLUNTEER FIRE DEPARTMENT
NEWCASTLE/UPTON/WESTON CO COMBINED COMMUNICATIONS
NORTH BIG HORN HOSPITAL DISTRICT
NORTH PLATTE VALLEY CONSERVATION DISTRICT
NORTHWEST RURAL WATER DISTRICT
NORTHWEST WYOMING BOARD OF COOPERATIVE SERVICES
PARK COUNTY FIRE DISTRICTS JOINT POWERS BOARD
PARK COUNTY SCHOOL DISTRICT #6
PARK COUNTY SHERIFF'S DEPT.
PARK COUNTY TRAVEL COUNCIL
PARK COUNTY TREASURER
PATHFINDER IRRIGATION DISTRICT
RIVERSIDE CEMETERY DISTRICT
ROOSEVELT PUBLIC POWER DISTRICT
SALT CREEK WATER DISTRICT
SCOTTS BLUFF COUNTY AGRICULTURE SOCIETY
SCOTTS BLUFF COUNTY TREASURER
SHOSHONE IRRIGATION DISTRICT
SHOSHONE MUNICIPAL WATER JOINT POWERS BOARD
SHOSHONE RECREATION DISTRICT
SOUTH CHEYENNE WATER & SEWER
SOUTH GOSHEN CONSERVATION DISTRICT
SOUTH THERMOPOLIS WATER AND SEWER DISTRICT
SOUTH TORRINGTON WATER
STATE OF WYOMING
SUNSET RANCH WATER DISTRICT
TORRINGTON FIRE PROTECTION DISTRICT
TORRINGTON IRRIGATION DISTRICT
TORRINGTON MUNICIPAL COURT
TOWN OF EAST THERMOPOLIS
TOWN OF FORT LARAMIE
TOWN OF HULETT
TOWN OF KIRBY
TOWN OF LAGRANGE
TOWN OF LINGLE
TOWN OF MOORCROFT
TOWN OF PINE HAVEN
TOWN OF THERMOPOLIS
TOWN OF UPTON
TOWN OF YODER
UPPER BLUFF IRRIGATION DISTRICT
VETERAN FIRE PROTECTION
WASHAKIE COUNTY CONSERVATION DISTRICT
WASHAKIE COUNTY LIBRARY
WASHAKIE COUNTY SCHOOL DISTRICT #1
WASHAKIE COUNTY SCHOOL DISTRICT #2
WASHAKIE COUNTY SHERIFFS OFFICE
WASHAKIE COUNTY TREASURER
WASHAKIE COUNTY WEED & PEST CONTROL DISTRICT
WASHAKIE MEDICAL CENTER BOARD
WASHAKIE RURAL IMPROVEMENT
WEST HIGHWAY WATER & SEWER DISTRICT
WEST PARK HOSPITAL DISTRICT
WESTERN COMMUNITY COLLEGE AREA
WESTON COUNTY
WESTON COUNTY FIRE PROTECTION DISTRICT
WESTON COUNTY HEALTH SERVICES
WESTON COUNTY MANOR
WESTON COUNTY NATURAL RESOURCE DISTRICT
WESTON COUNTY SCHOOL DISTRICT #1
WESTON COUNTY SHERIFF
WESTON COUNTY SOLID WASTE DISTRICT
WESTON COUNTY TRAVEL
WILLWOOD IRRIGATION DISTRICT
WORLAND BENCH DRAINAGE
WORLAND POLICE DEPARTMENT
WORLAND RECREATION DISTRICT
WRIGHT WATER & SEWER DISTRICT
WY DEPT OF ENVIRONMENTAL QUALITY - BRIAN GOOD
WY DEPT OF ENVIRONMENTAL QUALITY - CODY STAMPEDE
WY DEPT OF ENVIRONMENTAL QUALITY - MELS WATER SERVICE INC.
WY DEPT OF ENVIRONMENTAL QUALITY-KISSACK WATER & OIL SERVICE INC
WY DEPT OF REVENUE
WY RULEC CO
WYOMING BOYS SCHOOL
WYOMING DEPT OF CORRECTIONS
WYOMING DEPT OF TRANSPORTATION
WYOMING PIONEER HOME
WYOMING STATE SHOOTING COMPLEX JT POWERS BOARD
WYOMING STATE TREASURER
YELLOWSTONE REGIONAL AIRPORT
YODER FIRE PROTECTION DISTRICT



CERTIFIED COPY OF RESOLUTION OF Pinnacle Bank- Wyoming concerning the pledging of collateral security for deposit of public funds.

WHEREAS, it is necessary for Pinnacle Bank–Wyoming, to properly secure City of Gillette, Wyoming and all public entities within the State, including, but not limited to, those listed in the attached Exhibit “A”, for all monies deposited in said bank by the Treasurer of Campbell County, WY and other public entities hereinafter called the Treasurer.

WHEREAS, no deposit will be made in said bank by said Treasurer unless said deposit is properly secured, and the giving of proper security is one of the considerations for receiving said deposits; and

WHEREAS, the Treasurer may, when furnished proper security, carry a maximum credit balance with the bank of Unlimited Dollars; and

WHEREAS, the said Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for such deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Pinnacle Bank-Wyoming that any two of the following named persons, officers of said bank, are hereby authorized and empowered to pledge to the Treasurer of the State or political subdivision, such securities of this bank as may be legal for collateral security for deposit of public funds, and which said Treasurer is willing to accept as collateral security, and in such amounts and at such time as the said Treasurer and bank officers may agree upon:

Dustin Schutzman, President/CEO
Carmen Duncan, V.P. Cashier, Cody, PBW
Marlane Borger, Quality Control Officer, PBW

John Thomas, Sr. V.P. Chief Investment Officer
Sheri Schutzman, Operations Officer, Cody
Carol Brown, Administrative Assistant/Secretary

BE IT FURTHER RESOLVED that this authority given to said officers of Pinnacle Bank- Wyoming named herein to furnish collateral security to said Treasurer shall be continuing and shall be binding upon said bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, a verified copy of which shall be delivered by a representative of Pinnacle Bank-Wyoming to said Treasurer or mailed to said Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the said Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the said Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of said bank such collateral pledge agreement in favor of the said Treasurer as the said Treasurer may require, and any collateral pledge agreement so executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as thought authorized by specific Resolution of the Board of Directors of this Bank.

.....

Certificate

I, Marlane Borger, Quality Control Officer of Pinnacle Bank -Wyoming, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said Bank at a valid meeting thereof, held in its conference room in the City of Cody this 16th day of October A.D., 2025; that said resolution has been spread upon the minutes of said meeting in the minutes book which constitutes a part of said Bank's permanent records, and that seal affixed thereto is the official corporate seal of said Bank.

Dated at Cody, Wyoming this 16th day of October A.D. 2025

Marlane Borger, Quality Control Officer



SECURITY STATE BANK

WYOMING

Phone (307) 568-2483 • Fax (307) 568-9398 • P.O. Box 531 • 201 So. 4th Street • Basin, WY 82410

www.ssbwyo.bank

December 19, 2025

CITY OF GILLETTE
201 E 5TH ST
PO BOX 3003
GILLETTE, WY 0

RE: Depository Designation

Gentlemen/Ladies:

As provided by the Wyoming Statutes, this bank hereby requests your designation as a depository for funds for the ensuing year. Such designation is required to be made on the first Monday in April of each year.

We appreciate your consideration. If favorable, please sign the form below and return it in the self-addressed postage paid envelope enclosed.

The Certified Resolution is enclosed for your records. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Teri Thon
SSB Operations

We hereby designate Security State Bank as a depository for CITY OF GILLETTE for the ensuing year.

Dated: _____

Signature

CERTIFIED COPY OF RESOLUTION OF

Security State Bank of Basin, Wyoming concerning the pledging of collateral for deposit of public funds.

“WHEREAS, it is necessary for Security State Bank of Basin, Wyoming to properly secure CITY OF GILLETTE for all monies deposited in the bank by CITY OF GILLETTE for, hereinafter referred to as Depositor, and

WHEREAS, no deposit will be made in said bank by Depositor unless said deposit is properly secured, and the giving of proper security is one of the considerations for receiving said deposits; and

WHEREAS, the Depositor may, when finished proper security, carry a maximum credit balance with said bank of unlimited Dollars; and

WHEREAS, Depositor is willing to receive securities designated by laws of Wyoming as legal collateral security as security for such deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of said depository bank that any two of the following named persons, officers of said bank, are hereby authorized and empowered to pledge to said Depositor such securities of this bank as may be legal for collateral security for deposit of public funds, and which said Depositor is willing to accept as collateral security, and in such amounts and at such times as said Depositor and bank officers may agree upon;

Douglas M. Crouse, Chairman

Brent Miller, CEO

Steve Cady, Chief Credit Officer/Chief Lending Officer, Interim Branch President

Carie F. Warner, Chief Financial Officer/Secretary

BE IT FURTHER RESOLVED that this authority given to said officers named herein to furnish collateral security to said Depositor shall be continuing and shall be binding upon said bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, a verified copy of which shall be delivered by a representative of said bank to said Depositor or mail to said Depositor by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral for security and to withdraw such collateral as said Depositor is willing to surrender and the right to substituted one piece or lot of collateral for another, provided the said Depositor is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the said Depositor is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of said bank such collateral pledge agreement in favor of the said Depositor as the said Depositor may require, and any collateral pledge agreement executed so executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this Bank.

Dated at Basin, Wyoming this 2 December 2025.



(CORPORATE SEAL)

Brent Miller

CEO



Carie Warner

CFO/SECRETARY



US Bancorp Center BC-MN-H18U
800 Nicollet Mall
Minneapolis, MN 55402-7020

11/7/2025

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

In conformity with Wyoming Statutes (9-4-818, 9-4-802, 9-4-806) formal application is hereby made by U.S. Bank National Association, operating in the state of Wyoming to be designated at a depository. The minutes of the **January 18, 2025** Board of Directors meeting are certified in the attached resolution.

U.S. Bank National Association will offer the following assets to be collateralized the deposits for **CITY OF GILLETTE** under all terms and conditions for future collateral agreement to be determined.

- 1 FHLB of Cincinnati Letter of Credit.
2. Federal National Mortgage Association – Mortgage Backed Securities.
3. Federal home Loan Mortgage Corporation – Mortgage Backed Securities.

A handwritten signature in black ink, appearing to read "Julie Niederer". The signature is fluid and cursive.

Julie Niederer
Treasury Officer

A handwritten signature in black ink, appearing to read "Kim Spiroff". The signature is fluid and cursive.

Kim Spiroff
Senior Vice President and Relationship Manager



CERTIFIED RESOLUTIONS

I, Julie A. Niederer, Officer of U.S. Bank National Association, Cincinnati, Ohio, a national banking association (the "Bank"), do certify that the resolutions attached hereto as Exhibit A were adopted by the Board of Directors of U.S. Bank National Association on January 18, 2025 and that the same are in effect as of the date hereof and have not been modified, amended or revoked. I further certify that **CITY OF GILLETTE** has been approved as a Depositor of the Bank in the amount of 100%.

Dated: 11/7/2025

A handwritten signature in cursive script that reads "Julie Niederer".

Julie A. Niederer, Officer

EXHIBIT A

WHEREAS, state law requires governmental units to designate a federally insured national or state bank or thrift institution as a depository of funds; and

WHEREAS, certain entities (each a “Depositor”) may from time to time designate the Bank, an FDIC insured depository institution, as depository of its public funds; and

WHEREAS, under state law, governmental units must require that their deposits in excess of the maximum amount of FDIC insurance on the deposit be secured by the pledge of eligible collateral (“Eligible Collateral”), and the Bank computes the total amount of the collateral required with respect to each Depositor.

NOW, THEREFORE, BET IT RESOLVED, that the Board of Directors hereby approves a pledge from the Bank’s available collateral to secure the deposits in excess of the maximum amount of FDIC insurance on the deposits of each Depositor, as calculated by appropriate officers of the Bank in accordance with applicable state law, such Eligible Collateral being more particularly described in a pledge agreement and written assignment executed by the Bank in favor of the Depositor; and be it

FURTHER RESOLVED, that the Board of Directors hereby delegates authority to each of the following officers (each, an “Authorized Officer”) of the Bank to execute, certify and endorse those documents as required of the Bank as a depository and to furnish collateral to the pledgee and such authority shall be continuing and shall be binding upon the Bank until the authority given to such officers is revoked or superseded by another resolution of this Board of Directors. This authority extends to furnishing collateral for additional deposits of public funds made from time to time by any and various state, municipal and other governmental bodies. The right given the officers named herein to pledge collateral also includes the right to give additional collateral and to withdraw such collateral as the pledgee is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the market value of the substitute collateral is of equal or greater value.

Luke R. Wippler, Senior Vice President
Corinne M. Yerigan O’Neil, Vice President
Johannes Manlapaz, Assistant Vice
President

Elizabeth M. Nelson, Officer
Julie A. Niederer, Treasury Officer

and be it

FURTHER RESOLVED, that the Authorized Officers named herein are fully authorized and empowered to execute in the name of the Bank any collateral pledge agreement in favor of the Pledgee as required and any collateral pledge agreement executed or any act done by the officers named herein under the authority of these resolutions shall be as binding and effective upon this Bank as though authorized by specific resolution of the Board of Directors of this Bank.

* * *

Federal Financial Institutions Examination Council



Consolidated Reports of Condition and Income for a Bank with Domestic and Foreign Offices—FFIEC 031

Report at the close of business September 30, 2025

20250930

(RCON 9999)

This report is required by law: 12 U.S.C. § 324 (State member banks); 12 U.S.C. §1817 (State nonmember banks); 12 U.S.C. § 161 (National banks); and 12 U.S.C. §1464 (Savings associations).

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

This report form is to be filed by (1) banks with branches and consolidated subsidiaries in U.S. territories and possessions, Edge or Agreement subsidiaries, foreign branches, consolidated foreign subsidiaries, or International Banking Facilities, (2) banks with domestic offices only and total consolidated assets of \$100 billion or more, and (3) banks that are advanced approaches institutions for regulatory capital purposes.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.


Signature of Chief Financial Officer (or Equivalent)

Director (Trustee)

October 30, 2025

Date of Signature

Director (Trustee)

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

- Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (<https://cdr.ffiec.gov/cdr/>), or
- Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at cdr.help@cdr.ffiec.gov.

U.S. Bank National Association

Legal Title of Bank (RSSD 9017)

Cincinnati

City (RSSD 9130)

FDIC Certificate Number

6548

(RSSD 9050)

OH

State Abbreviation (RSSD 9200)

45202

Zip Code (RSSD 9220)

Legal Entity Identifier (LEI)

6BYL5QZYBDK8S7L73M02

(Report only if your institution already has an LEI.) (RCON 9224)

The estimated average burden associated with this information collection is 86.12 hours per respondent and is expected to vary by institution, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Federal Financial Institutions Examination Council



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a Bank with Domestic and Foreign Offices—FFIEC 031

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NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

Signature of Chief Financial Officer (or Equivalent)

October 30, 2025

Date of Signature

Director (Trustee)

Director (Trustee)

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

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To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

U.S. Bank National Association

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Cincinnati

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OH

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45202

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6BYL5QZYBDK857L73M02

(Report only if your institution already has an LEI.) (RCON 9224)

The estimated average burden associated with this information collection is 86.12 hours per respondent and is expected to vary by institution, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Consolidated Report of Income for the period January 1, 2025–September 30, 2025

All Report of Income schedules are to be reported on a calendar year-to-date basis in thousands of dollars.

Schedule RI—Income Statement

	Dollar Amounts in Thousands	RIAD	Amount	
1. Interest income:				
a. Interest and fee income on loans:				
(1) In domestic offices:				
(a) Loans secured by real estate:				
(1) Loans secured by 1–4 family residential properties.....	4435		4,409,220	1.a.(1)(a)(1)
(2) All other loans secured by real estate.....	4436		2,115,020	1.a.(1)(a)(2)
(b) Loans to finance agricultural production and other loans to farmers.....	4024		52,517	1.a.(1)(b)
(c) Commercial and industrial loans.....	4012		4,031,865	1.a.(1)(c)
(d) Loans to individuals for household, family, and other personal expenditures:				
(1) Credit cards.....	B485		2,925,627	1.a.(1)(d)(1)
(2) Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....	B486		913,562	1.a.(1)(d)(2)
(e) Loans to foreign governments and official institutions.....	4056		0	1.a.(1)(e)
(f) All other loans in domestic offices.....	B487		2,070,135	1.a.(1)(f)
(2) In foreign offices, Edge and Agreement subsidiaries, and IBFs.....	4059		2,222	1.a.(2)
(3) Total interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(2)).....	4010		16,520,168	1.a.(3)
b. Income from lease financing receivables.....	4065		371,120	1.b.
c. Interest income on balances due from depository institutions ⁽¹⁾	4115		1,446,241	1.c.
d. Interest and dividend income on securities:				
(1) U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities).....	B488		734,243	1.d.(1)
(2) Mortgage-backed securities.....	B489		2,616,295	1.d.(2)
(3) All other securities (includes securities issued by states and political subdivisions in the U.S.).....	4060		696,466	1.d.(3)
e. Interest income from trading assets.....	4069		8,108	1.e.
f. Interest income on federal funds sold and securities purchased under agreements to resell.....	4020		18,369	1.f.
g. Other interest income.....	4518		115,675	1.g.
h. Total interest income (sum of items 1.a.(3) through 1.g.).....	4107		22,526,685	1.h.
2. Interest expense:				
a. Interest on deposits:				
(1) Interest on deposits in domestic offices:				
(a) Transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts).....	4508		653,221	2.a.(1)(a)
(b) Nontransaction accounts:				
(1) Savings deposits (includes MMDAs).....	0093		5,742,210	2.a.(1)(b)(1)
(2) Time deposits of \$250,000 or less.....	HK03		1,128,252	2.a.(1)(b)(2)
(3) Time deposits of more than \$250,000.....	HK04		416,223	2.a.(1)(b)(3)
(2) Interest on deposits in foreign offices, Edge and Agreement subsidiaries, and IBFs.....	4172		100,671	2.a.(2)
b. Expense of federal funds purchased and securities sold under agreements to repurchase.....	4180		50,837	2.b.
c. Interest on trading liabilities and other borrowed money.....	4185		1,711,219	2.c.

1. Includes interest income on time certificates of deposit not held for trading.

Schedule RI—Continued

	Dollar Amounts in Thousands	Year-to-date		
		RIAD	Amount	
2. Interest expense (continued):				
d. Interest on subordinated notes and debentures.....		4200	117,550	2.d.
e. Total interest expense (sum of items 2.a through 2.d).....		4073	9,920,183	2.e.
3. Net interest income (item 1.h minus 2.e).....	4074		12,606,502	3.
4. Provisions for credit losses ⁽¹⁾	JJ33		1,610,086	4.
5. Noninterest income:				
a. Income from fiduciary activities ⁽²⁾		4070	1,600,934	5.a.
b. Service charges on deposit accounts.....		4080	938,906	5.b.
c. Trading revenue ⁽³⁾		A220	375,486	5.c.
d. Income from securities-related and insurance activities:				
(1) Fees and commissions from securities brokerage.....		C886	310,532	5.d.(1)
(2) Investment banking, advisory, and underwriting fees and commissions.....		C888	186,781	5.d.(2)
(3) Fees and commissions from annuity sales.....		C887	0	5.d.(3)
(4) Underwriting income from insurance and reinsurance activities.....		C386	0	5.d.(4)
(5) Income from other insurance activities.....		C387	0	5.d.(5)
e. Venture capital revenue.....		B491	25,187	5.e.
f. Net servicing fees.....		B492	270,174	5.f.
g. Net securitization income.....		B493	0	5.g.
h. Not applicable				
i. Net gains (losses) on sales of loans and leases.....		5416	221,939	5.i.
j. Net gains (losses) on sales of other real estate owned.....		5415	2,737	5.j.
k. Net gains (losses) on sales of other assets ⁽⁴⁾		B496	38,219	5.k.
l. Other noninterest income*.....		B497	4,516,263	5.l.
m. Total noninterest income (sum of items 5.a through 5.l).....	4079		8,487,158	5.m.
6. a. Realized gains (losses) on held-to-maturity securities.....	3521		0	6.a.
b. Realized gains (losses) on available-for-sale debt securities.....	3196		(62,663)	6.b.
7. Noninterest expense:				
a. Salaries and employee benefits.....		4135	7,473,233	7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest).....		4217	892,004	7.b.
c. (1) Goodwill impairment losses.....		C216	0	7.c.(1)
(2) Amortization expense and impairment losses for other intangible assets.....		C232	370,556	7.c.(2)
d. Other noninterest expense*.....		4092	3,428,421	7.d.
e. Total noninterest expense (sum of items 7.a through 7.d).....	4093		12,164,214	7.e.
8. a. Income (loss) before change in net unrealized holding gains (losses) on equity securities not held for trading, applicable income taxes, and discontinued operations (item 3 plus or minus items 4, 5.m, 6.a, 6.b, and 7.e).....	HT69		7,256,697	8.a.
b. Change in net unrealized holding gains (losses) on equity securities not held for trading ⁽⁵⁾	HT70		0	8.b.
c. Income (loss) before applicable income taxes, and discontinued operations (sum of items 8.a and 8.b).....	4301		7,256,697	8.c.
9. Applicable income taxes (on item 8.c).....	4302		1,486,464	9.
10. Income (loss) before discontinued operations (item 8.c minus item 9).....	4300		5,770,233	10.
11. Discontinued operations, net of applicable income taxes*.....	FT28		0	11.

* Describe on Schedule RI-E—Explanations.

- Institutions should report in item 4 the provisions for credit losses on all financial assets and off-balance-sheet credit exposures.
- For banks required to complete Schedule RC-T, items 14 through 22, income from fiduciary activities reported in Schedule RI, item 5.a, must equal the amount reported in Schedule RC-T, item 22.
- For banks required to complete Schedule RI, Memorandum item 8, trading revenue reported in Schedule RI, item 5.c, must equal the sum of Memorandum items 8.a through 8.e.
- Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale debt securities.
- Item 8.b is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.

Schedule RI—Continued

Dollar Amounts in Thousands			Year-to-date		
			RIAD	Amount	
12. Net income (loss) attributable to bank and noncontrolling (minority) interests (sum of items 10 and 11).....	G104	5,770,233			12.
13. LESS: Net income (loss) attributable to noncontrolling (minority) interests (if net income, report as a positive value; if net loss, report as a negative value).....	G103	26,586			13.
14. Net income (loss) attributable to bank (item 12 minus item 13).....	4340	5,743,647			14.

Memoranda

Dollar Amounts in Thousands			Year-to-date		
			RIAD	Amount	
1. Interest expense incurred to carry tax-exempt securities, loans, and leases acquired after August 7, 1986, that is not deductible for federal income tax purposes.....	4513	69,000			M.1.
<i>Memorandum item 2 is to be completed by banks with \$1 billion or more in total assets ⁽¹⁾</i>					
2. Income from the sale and servicing of mutual funds and annuities in domestic offices (included in Schedule RI, item 8).....	8431	427,744			M.2.
3. Income on tax-exempt loans and leases to states and political subdivisions in the U.S. (included in Schedule RI, items 1.a and 1.b).....	4313	166,582			M.3.
4. Income on tax-exempt securities issued by states and political subdivisions in the U.S. (included in Schedule RI, item 1.d.(3)).....	4507	221,965			M.4.
5. Number of full-time equivalent employees at end of current period (round to nearest whole number).....	4150	66,298			M.5.
6. Not applicable					
7. If the reporting institution has applied push down accounting this calendar year, report the date of the institution's acquisition (see instructions) ⁽²⁾	9106	00000000			M.7.
8. Trading revenue (from cash instruments and derivative instruments) (sum of Memorandum items 8.a through 8.e must equal Schedule RI, item 5.c):					
<i>Memorandum items 8.a through 8.e are to be completed by banks that reported total trading assets of \$10 million or more for any quarter of the preceding calendar year.</i>					
	RIAD	Amount			
a. Interest rate exposures.....	8757	176,514			M.8.a.
b. Foreign exchange exposures.....	8758	178,470			M.8.b.
c. Equity security and index exposures.....	8759	0			M.8.c.
d. Commodity and other exposures.....	8760	30,943			M.8.d.
e. Credit exposures.....	F186	(10,441)			M.8.e.
<i>Memorandum items 8.f through 8.h are to be completed by banks with \$100 billion or more in total assets that are required to complete Schedule RI, Memorandum items 8.a through 8.e, above. ⁽¹⁾</i>					
f. Impact on trading revenue of changes in the creditworthiness of the bank's derivatives counterparties on the bank's derivative assets (year-to-date changes) (included in Memorandum items 8.a through 8.e above):					
(1) Gross credit valuation adjustment (CVA).....	FT36	(14,530)			M.8.f.(1)
(2) CVA hedge.....	FT37	7,032			M.8.f.(2)

1. The asset-size tests are based on the total assets reported on the June 30, 2024, Report of Condition.

2. Report the date in YYYYMMDD format. For example, a bank acquired on March 1, 2025, would report 20250301.

Schedule RI—Continued

Memoranda—Continued

Dollar Amounts in Thousands

	Year-to-date		
	RIAD	Amount	
g. Impact on trading revenue of changes in the creditworthiness of the bank on the bank's derivative liabilities (year-to-date changes) (included in Memorandum items 8.a through 8.e above):			
(1) Gross debit valuation adjustment (DVA).....	FT38	(6,115)	M.8.g.(1)
(2) DVA hedge.....	FT39	15,792	M.8.g.(2)
h. Gross trading revenue, before including positive or negative net CVA and net DVA.....	FT40	245,796	M.8.h.
<i>Memorandum items 9.a and 9.b are to be completed by banks with \$10 billion or more in total assets ⁽¹⁾</i>			
9. Net gains (losses) recognized in earnings on credit derivatives that economically hedge credit exposures held outside the trading account:			
a. Net gains (losses) on credit derivatives held for trading.....	C889	(73)	M.9.a.
b. Net gains (losses) on credit derivatives held for purposes other than trading.....	C890	(136,911)	M.9.b.
10. Credit losses on derivatives (see instructions).....	A251	0	M.10.
11. Does the reporting bank have a Subchapter S election in effect for federal income tax purposes for the current tax year?.....	RIAD	Yes	No
	A530		x
12. Not applicable			
<i>Memorandum item 13 is to be completed by banks that have elected to account for assets and liabilities under a fair value option.</i>			
13. Net gains (losses) recognized in earnings on assets and liabilities that are reported at fair value under a fair value option:			
a. Net gains (losses) on assets.....	RIAD	Amount	
	F551	(153,000)	M.13.a.
(1) Estimated net gains (losses) on loans attributable to changes in instrument-specific credit risk.....	F552	(4)	M.13.a.(1)
b. Net gains (losses) on liabilities.....	F553	(6,065)	M.13.b.
(1) Estimated net gains (losses) on liabilities attributable to changes in instrument-specific credit risk.....	F554	0	M.13.b.(1)
14. Not applicable			
<i>Memorandum item 15 is to be completed by institutions with \$1 billion or more in total assets ⁽¹⁾ that answered "Yes" to Schedule RC-E, Part I, Memorandum item 5.</i>			
15. Components of service charges on deposit accounts in domestic offices (sum of Memorandum items 15.a through 15.d must equal Schedule RI, item 5.b):			
a. Consumer overdraft-related service charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use	H032	177,707	M.15.a.
b. Consumer account periodic maintenance charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use	H033	121,554	M.15.b.
c. Consumer customer automated teller machine (ATM) fees levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use	H034	28,615	M.15.c.
d. All other service charges on deposit accounts.....	H035	611,030	M.15.d.

1. The asset-size tests are based on the total assets reported on the June 30, 2024, Report of Condition.

Consolidated Report of Condition for Insured Banks and Savings Associations for September 30, 2025

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands				RCFD	Amount	
Assets						
1. Cash and balances due from depository institutions (from Schedule RC-A):						
a. Noninterest-bearing balances and currency and coin ⁽¹⁾				0081	5,465,324	1.a.
b. Interest-bearing balances ⁽²⁾				0071	60,374,465	1.b.
2. Securities:						
a. Held-to-maturity securities (from Schedule RC-B, column A) ⁽³⁾				JJ34	76,930,786	2.a.
b. Available-for-sale debt securities (from Schedule RC-B, column D).....				1773	88,395,706	2.b.
c. Equity securities with readily determinable fair values not held for trading ⁽⁴⁾				JA22	22,339	2.c.
3. Federal funds sold and securities purchased under agreements to resell:						
a. Federal funds sold in domestic offices.....				RCON B987	45,867	3.a.
b. Securities purchased under agreements to resell ^(5,6)				RCFD B989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):						
a. Loans and leases held for sale.....				RCFD 5369	2,490,353	4.a.
b. Loans and leases held for investment.....				RCFD B528	382,517,110	4.b.
c. LESS: Allowance for credit losses on loans and leases				RCFD 3123	7,557,384	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c).....				B529	374,959,726	4.d.
5. Trading assets (from Schedule RC-D).....				3545	3,758,472	5.
6. Premises and fixed assets (including right-of-use assets).....				2145	3,693,713	6.
7. Other real estate owned (from Schedule RC-M).....				2150	23,193	7.
8. Investments in unconsolidated subsidiaries and associated companies.....				2130	224,590	8.
9. Direct and indirect investments in real estate ventures.....				3656	0	9.
10. Intangible assets (from Schedule RC-M).....				2143	17,617,926	10.
11. Other assets (from Schedule RC-F) ⁽⁶⁾				2160	45,290,800	11.
12. Total assets (sum of items 1 through 11).....				2170	679,293,260	12.

1. Includes cash items in process of collection and unposted debits.

2. Includes time certificates of deposit not held for trading.

3. Institutions should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.

4. Item 2.c is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.

5. Includes all securities resale agreements, regardless of maturity.

6. Institutions should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.

Schedule RC—Continued

Dollar Amounts in Thousands				RCON	Amount		
Liabilities							
13. Deposits:							
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, Part I).....				2200	530,918,868	13.a.	
(1) Noninterest-bearing (1).....		RCON	6631	92,770,125		13.a.(1)	
(2) Interest-bearing.....		RCON	6636	438,148,743		13.a.(2)	
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs				RCFN			
(from Schedule RC-E, Part II).....				2200	6,785,144	13.b.	
(1) Noninterest-bearing.....		RCFN	6631	116,901		13.b.(1)	
(2) Interest-bearing.....		RCFN	6636	6,668,243		13.b.(2)	
14. Federal funds purchased and securities sold under agreements to repurchase:							
a. Federal funds purchased in domestic offices (2).....				RCON	B993	338,467	14.a.
b. Securities sold under agreements to repurchase (3).....				RCFD	B995	324,982	14.b.
15. Trading liabilities (from Schedule RC-D).....				RCFD	3548	3,021,091	15.
16. Other borrowed money (includes mortgage indebtedness) (from Schedule RC-M)....				RCFD	3190	45,031,147	16.
17. and 18. Not applicable				RCFD			
19. Subordinated notes and debentures (4).....				3200	4,600,000		19.
20. Other liabilities (from Schedule RC-G).....				2930	20,849,445		20.
21. Total liabilities (sum of items 13 through 20).....				2948	611,869,144		21.
22. Not applicable							
Equity Capital							
Bank Equity Capital							
23. Perpetual preferred stock and related surplus.....				3838	0		23.
24. Common stock.....				3230	18,200		24.
25. Surplus (exclude all surplus related to preferred stock).....				3839	29,946,193		25.
26. a. Retained earnings.....				3632	44,391,658		26.a.
b. Accumulated other comprehensive income (5).....				B530	(7,558,616)		26.b.
c. Other equity capital components (6).....				A130	0		26.c.
27. a. Total bank equity capital (sum of items 23 through 26.c).....				3210	66,797,435		27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....				3000	626,681		27.b.
28. Total equity capital (sum of items 27.a and 27.b).....				G105	67,424,116		28.
29. Total liabilities and equity capital (sum of items 21 and 28).....				3300	679,293,260		29.

1. Includes noninterest-bearing demand, time, and savings deposits.

2. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

3. Includes all securities repurchase agreements, regardless of maturity.

4. Includes limited-life preferred stock and related surplus.

5. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.

6. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Schedule RC—Continued

Memoranda

To be reported with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2024.....

RCFD	Number
6724	NA

M.1.

- 1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution
- 1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution
- 2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

- 2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)
- 3 = This number is not to be used
- 4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)
- 5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)
- 6 = Review of the bank's financial statements by external auditors
- 7 = Compilation of the bank's financial statements by external auditors
- 8 = Other audit procedures (excluding tax preparation work)
- 9 = No external audit work

To be reported with the March Report of Condition.

2. Bank's fiscal year-end date (report the date in MMDD format).....

RCON	Date
8678	NA

M.2.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Re-Appointment of Municipal Court Judges for 2026.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Municipal Court Judge Request 2026 - Alison O. Gee](#)

[Municipal Court Judge Request 2026 - Christopher R. Ringer](#)



CITY OF GILLETTE

www.gillettewy.gov

MUNICIPAL COURT 6TH JUDICIAL DISTRICT

December 16, 2025

VIA HAND DELIVERY

Mayor and City Council
City of Gillette – City Hall
P.O. Box 3003
Gillette, WY 82717-3003

RE: Reappointment of Municipal Court Judge for 2026

Dear Mayor and Councilmen:

This letter is to respectfully request your consideration for reappointment as part-time Municipal Court Judge for 2026. I am enjoying my appointment and am grateful for the confidence placed in me to provide this important service to the City of Gillette.

Should you have any questions, please feel free to contact me.

Sincerely,

Alison O. Gee

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



CITY OF GILLETTE

www.gillettewy.gov

MUNICIPAL COURT 6TH JUDICIAL DISTRICT

December 18, 2025

VIA HAND DELIVERY

Mayor and City Council
City of Gillette – City Hall
P.O. Box 3003
Gillette, WY 82717-3003

RE: Reappointment of Municipal Court Judge for 2026

Dear Mayor and Councilmen:

It is my hope that you will consider my reappointment as Municipal Judge for 2026. I am grateful for the opportunity to serve the people in this new capacity and do not take for granted the trust placed in me. I look forward to serving the City of Gillette in 2026.

Should you have any questions, please feel free to contact me.

Sincerely,

Christopher R. Ringer



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Re-Appointment of City Attorney for 2026.

SUGGESTED ACTION:

I move to re-appoint Sean Brown as the City Attorney for 2026.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration to appoint the Energy Capital Economic Development Executive Director, or his designee, to the Wyoming Smart Capital Network Advisory Council on behalf of the City of Gillette.

SUGGESTED ACTION:

I move to appoint the Energy Capital Executive Director, or his designee, to the Wyoming Smart Capital Network Advisory Council on behalf of the City of Gillette.

CASE BACKGROUND:

WSCN was established in December 2012 by a consortium of 17 Wyoming municipalities. In 2010, Congress authorized the 2010 Small Business Jobs Act. Through this legislation, the State Small Business Credit Initiative (SSBCI) was funded and managed by the U.S. Treasury. The objective of this program was to support small businesses to access capital they need to grow and generate jobs. Every state and territory was eligible to apply. The State of Wyoming did not apply; thus, making Wyoming municipalities eligible to apply. A consortium of 17 municipalities, led by the City of Laramie, applied and were granted \$13M from SSBCI in December 2012 for the purpose of providing Wyoming lending institutions capital to offer small business loans. During the SSBCI period from 2012 through 2017, the 17 participating municipalities provided oversight and policy guidance to WSCN through a Consortium Board established through the 2012 Cooperative Agreement. This program was defederalized after the successful deployment of the initial appropriation in 2017. Since 2017, the program then shifted from a loan participation program to an advisory role.

Development Capital Networks (DCN) is the Fund Manager for WSCN. DCN is supported by Pence & McMillan Attorneys. DCN manages the day-to-day operations of WSCN. Since its formal creation in 2012, WSCN has established itself as a proven and trusted partner with 25 participating banks, a successful loan portfolio, and strong institutional knowledge. Its programs are widely respected, with low default rates and meaningful impact across the state. The organization benefits from dedicated leadership, legal expertise, and deep relationships in Wyoming's economic ecosystem.

The WSCN bylaws stipulate the participating entity shall appoint their chief administrative officer (City Manager, City Administrator, etc.) or another designee to the advisory committee. Since this program directly benefits Gillette's local lending institutions and those small businesses receiving WSCN loans

through these local lending institutions, the City Administrator strongly supports the City Council appointing the Energy Capital Economic Development Director, or his designee, to serve on the WSCN advisory committee on behalf of the City of Gillette.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Rusty Bell letter](#)

December 16th, 2025

Dear Mayor Lundvall and Gillette City Council,

After attending the last quarterly meeting for the Wyoming Smart Capital Network, I believe that ECED would be a good fit to be a member of their Advisory Board. The Wyoming Smart Capital Network has the same goal as ECED in supporting small business and directly benefitting Gillette's economy. Many of the ECED Board members are employees of the local lending institutions that work to support those small businesses. They have been working with WSCN and have great knowledge of the process.

It is for these reasons that we would be interested in being a member of the WSCN Advisory Board in the future.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Rusty Bell", written in a cursive style.

Rusty Bell
CEO Energy Capital Economic Development



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration of an Appointment to 1 (One) Three Year Term on the Board of Adjustment, expiring 12/31/2028.

SUGGESTED ACTION:

I Move to Appoint XXXXX to a 3 Year Term on the Board of Adjustment, expiring 12/31/2028.

CASE BACKGROUND:

Quasi-judicial, statutorily established board with authority to grant variances from the City's Zoning Ordinance. This board meets as needed in the Council Chambers. All members serve a three-year term. Limited to City Residents.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration of Appointments to 5 (Five) Three Year Terms on the Board of Examiners, expiring 12/31/2028 including 1 Builder, 1 Electrician, 1 Plumber, and 2 At Large Positions.

SUGGESTED ACTION:

I move to appoint the 5 following individuals to 3 Year Terms on the Board of Examiners. XXXX (Builder), XXXX (Electrician), XXXX (Plumber), XXXX & XXXX (At Large).

CASE BACKGROUND:

Determines acceptable methods and materials in construction in the appeal process, reviews Contractor & Individual Trade License application packages (which include required documents, complaints received) and either approves or denies New and Renewal licensing as indicated by the guidelines in the City of Gillette Chapter 5 Building Ordinances. The board meets the second Tuesday of the month at 12:30 in the Community Conference Room, located on the 2nd Floor of City Hall. All members serve a three-year term.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration of an Appointment to 1 (One) Three Year Term on the Council of Community Services Board, expiring 12/31/2028.

SUGGESTED ACTION:

I Move to Appoint XXXXX to a 3 Year Term on the Council of Community Services Board, expiring 12/31/2028.

CASE BACKGROUND:

The Council of Community Services' mission is to work with the low-income community to provide a diverse supportive network of services to people seeking to improve their lives. The Board meets the fourth Monday of each month at 3:00 p.m. at the Council of Community Services. This City appointed position is a 3 Year Term.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration of an Appointment to 1 (One) Three Year Term on the Campbell County Joint Powers Lodging Tax Board, expiring 12/31/2028.

SUGGESTED ACTION:

I Move to Appoint XXXXX to a 3 Year Term on the Campbell County Joint Powers Lodging Tax Board, expiring 12/31/2028.

CASE BACKGROUND:

A Joint Powers Agreement to establish the Lodging Tax Joint Powers Board was prepared and approved by Campbell County, Gillette, and Wright and then formally approved by the Wyoming Attorney General on December 5 of 2008. The board is comprised of three City appointees, two County appointees, one Town of Wright appointee, and four representatives from the travel and tourism industry. The board meets on the third Thursday of each month at 3:00 p.m. at the Campbell County Convention & Visitors Bureau office. No Residency requirements.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration of an Appointment to 1 (One) Three Year Term on the Gillette Historic Preservation Commission, expiring 12/31/2028.

SUGGESTED ACTION:

I Move to Appoint XXXXX to a 3 Year Term on the Board of Adjustment, expiring 12/31/2028.

CASE BACKGROUND:

Established in 2015, the City of Gillette created the Gillette Historic Preservation Commission for purposes of protection, enhancement, and perpetuation of significant historical, archeological, and architectural relics within the City of Gillette and the surrounding area. The Commission shall consist of at least three (3) members with demonstrated interest, knowledge, or experience in historic preservation. At least one (1) of the members must be a professional in a historic preservation-related field. To demonstrate credentials, members will be asked to submit resumes or statements, or qualifications to the City of Gillette. The Board meets the 4th Tuesday of every month at 11:30 a.m. in the Poker Room at the Railyard.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration of Appointments to 2 (Two) Three Year Terms on the Softball Commission, expiring 12/31/2028.

SUGGESTED ACTION:

I Move to Appoint XXXXX and XXXX to 3 Year Terms on the Board of Adjustment, expiring 12/31/2028.

CASE BACKGROUND:

This commission was established in 2023 to review and adjudicate appeals based on the City's Field Use Policy. The commission shall be made up of five individuals who have a vested interest in youth sports in Campbell County and shall be appointed by the governing body of the City. For the purpose of evaluating applications, a "vested interest in youth sports" means an individual who currently serves or who has served as a coach, on a board of directors, or similar volunteer role(s) for a youth sports organization in Campbell County. Preference will be given to individuals who volunteer their time to youth sports organizations other than softball or baseball. The City Public Works Director and staff shall provide administrative and clerical support for the commission.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration of an Appointment to 1 (One) Three Year Term on the Retiree Health Benefit Trust Committee, expiring 12/31/2028.

SUGGESTED ACTION:

I Move to Appoint XXXXX to 1 (One) Three Year Term on the Retiree Health Benefit Trust Committee, expiring 12/31/2028.

CASE BACKGROUND:

Retiree Health Benefit Plan and Trust Committee interprets and administers the Trust for eligible retirees. The committee meets on an as-needed basis; a minimum of once per year. The committee consists of the City Administrator, Finance Director, Human Resources Director, and two employees that are eligible to receive benefits from the plan.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration of an Appointment to 1 (One) Three Year Term on the Wyoming Municipal Electric Joint Powers Board, expiring 12/31/2028.

SUGGESTED ACTION:

I Move to Appoint XXXXX to a 3 Year Term on the Wyoming Municipal Electric Joint Powers Board, expiring 12/31/2028.

CASE BACKGROUND:

Created under a Wyoming statute that allows Wyoming municipalities who owned electrical systems before March 1, 1975, to finance expansions to their electrical systems by bonds issued by the Joint Powers Board. The Joint Powers Board has 9 members, 3 of whom are appointed by Gillette, 3 by Torrington, and 3 by Basin. This board meets on an "as-needed" basis.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration for the Acceptance of Public Improvements for the Force Road Mill and Overlay Project Installed by Simon Contractors, in the Amount of \$564,300.59 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Acceptance of Public Improvements for the Force Road Mill and Overlay Project, Installed by Simon Contractors, in the Amount of \$564,300.59 (1% Project).

PROJECT NUMBER:

25EN27

CASE BACKGROUND:

CASE BACKGROUND

This project included rotomilling and overlaying improvements in the Doud Ranch Subdivision and on Force Road (see attached location map).

WHY NEEDED:

These streets were identified as needing surface improvements based on results of the PAVER software program. The PAVER program inputs surface distress based on an inspection and then gives each street section a pavement condition index (PCI) between 0 and 100. This index measures the overall condition of the pavement, with 100 representing the best condition and 0 indicating the pavement is no longer functional.

Based on the condition of the street surfacing and the type of surface distress, these streets were identified as good candidates for a rotomill and overlay surfacing project.

WHAT IS A ROTMILL AND OVERLAY:

An "edge rotomill and overlay" refers to a road maintenance process in which both edges of the street get milled. The "milling" consists of grinding off the existing surface using a milling machine. Then, a new two inch asphalt layer is placed on top of the existing surface ("overlay"). This process resurfaces the road while preserving the remaining asphalt surfacing and underlying base layer. A mill and overlay is a more cost-effective way to extend the life of asphalt pavement approximately 10-12 years.

BUDGET: The project was awarded to Simons Contractor for \$567,737.75 and included three Change Orders.

Change Order #1 - increase of \$38,268.50 – Additional M&O on Alex Way and Tory Lane Cal-De-Sac in the Doud Ranch Subdivision.

Change Order #2 - increase of \$18,000.00 – Addition of approximately 600 LF of 2' wide milling and asphalt patching along the centerline failure on Doud Drive in the Doud Ranch Subdivision PH.1.

Change order #3 - decrease of (\$59,705.66) to reconcile final quantities.

The final cost of the project is \$564,300.59. Project was fully funded with the Optional 1% Sales Tax fund allocated from FY25-26.

ACTUAL COST VS BUDGET:

Bid Award \$564,300.59 - Allocated Budget \$625,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Project Map](#)

[Certificate of Final Completion](#)

[Certificate of Substantial Completion](#)

[Warranty](#)

[Affidavit](#)

2025 Force Road M & O Project



**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project: Force Road M&O

Project No.: 25EN27

Date of Contract: March 4, 2025

Owner: City of Gillette

Contractor: Simon Contractors

Engineer: WWC Engineering

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

12/05/2025
Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.

DATED this 10th day of December, 2025

Simon Contractors

CONTRACTOR (COMPANY NAME)

Tim Crosby

SIGNATURE

Tim Crosby

Project Manager

(TITLE)

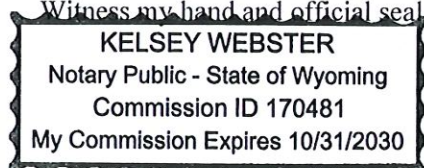
STATE OF WYOMING }

SS

COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Tim Crosby,
this 10th day of December, 2025

Witness my hand and official seal



Kelsey Webster

Notary Public

My commission Expires: 10/31/2030

CITY OF GILLETTE

(Name), Mayor

Date

(S E A L)

ATTEST:

(Name), City Clerk

CITY OF GILLETTE CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Force Road Mill & Overlay

Project No.: 25EN27

Owner: City of Gillette

Date of Contract: March 4, 2025

Contractor: Simon Contractors

This Certificate of Substantial Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

12/05/2025
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

 Amended Responsibilities
 X Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

DATED this 10th day of December, 2025

Simon Contractors

CONTRACTOR (COMPANY NAME)

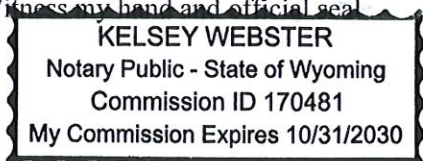
Tim Crosby
SIGNATURE
Tim Crosby

Project Manager
(TITLE)

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Tim Crosby,
this 10th day of December, 2025

Witness my hand and official seal



Kelsey Webster
Notary Public

My commission Expires: 10/31/2030

CITY OF GILLETTE

(Name), Mayor

Date

(S E A L)
ATTEST:

(Name), City Clerk

WARRANTY

(Contractor)

Simon Contractors hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Force Road Mill & Overlay (25EN27) FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for Force Road Mill & Overlay (25EN27).

DATED this 10th day of December, 2025

Simon Contractors
CONTRACTOR (COMPANY NAME)

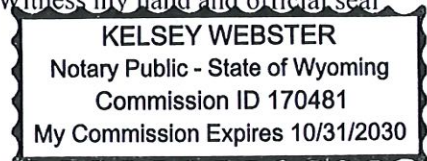
Tim Crosby Project Manager
SIGNATURE (TITLE)
Tim Crosby

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL }

SS

The foregoing instrument was acknowledged before me by Tim Crosby,
this 10th day of December, 2025

Witness my hand and official seal



Kelsey Webster
Notary Public

My commission Expires: 10/31/2030

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

ATTACHMENT A

Page 1 of 1

September 8, 2025

Simon Contractors
209 N Limestone Ave
Gillette, WY 82716

Re: Force Road Mill and Overlay - Concrete Collars Warranty

The City of Gillette has decided to remove all traffic control from Force Road and open the road to two way traffic as of September 8 2025. The City understands that the concrete collars on the valve boxes and manholes on Force Road have not fully cured, and recognize that opening the road to traffic may cause damage to the concrete collars that are not fully cured. The City will not enforce the warranty on the concrete collars in Force Road.

Sincerely,

Joseph  Schoen

Joseph Schoen, P.E.
City Engineer

WARRANTY

(Contractor)

Project: Force Road M&O Project (25EN27)

Project Area: Doud Subdivision

Infrastructure Component: Concrete Round Collars (Valve Boxes and Manholes)

Parties and Warranty Period

This Warranty Agreement ("Agreement") is entered into by and between the City of Gillette, Wyoming ("City"), and Simon Contractors, ("Contractor"), collectively referred to as the "Parties." The Contractor hereby warrants the new concrete round collars surrounding valve boxes and manholes installed within the Doud Subdivision as part of the Force Road M&O project (25EN27) for a period of two (2) years from the date of substantial and final completion.

Contractor's Obligations

Pursuant to Section 13.07 of the City of Gillette 2020 Standard Construction Specifications:

"If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents)... any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work."

By mutual agreement and as specified herein, the term of this warranty is extended to two (2) years for the specified infrastructure components.

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

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

Provided, further: That the obligation of CONTRACTOR shall be to compensate the City of Gillette for bringing any improvements up to the Contract Documents Specifications and this obligation

shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the two year period specified above if the City sent notice as provided above within the two year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the two year period.

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for the Force Road M&O Project (25EN27).

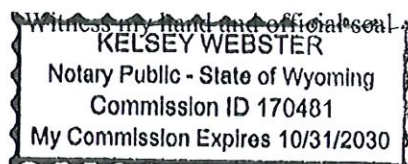
DATED this 28th day of October, 2025

Simon
CONTRACTOR (COMPANY NAME)

Tim Crosby Project Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
 } SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Tim Crosby,
this 28th day of October, 2025



Kelsey Webster
Notary Public

My commission Expires: 10/31/2030

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: WyomingCITY: GilletteCOUNTY: CampbellDATE: December 5, 2025

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Simon Contractors the Contractor, dated March 4, 2025.

For the Force Road Mill & Overlay (25EN27)
Project

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

Simon Contractors

Contractor

209 North Limestone Road, PO Box 2469

Address

Gillette

City

WY

State

82717

Zip Code

12/10/25
Date

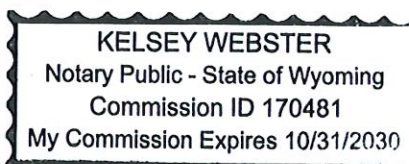
Tim Crosby
Signed by Tim Crosby

Project Manager
Title

Subscribed and sworn to before me this 10th day of December, 2025.

Kelsey Webster
Notary Public

My Commission Expires: 10/31/2030





**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration for the Acceptance of Public Improvements for the Allen Avenue Reconstruction Project, Installed by Dan Hart Patrol Service, LLC in the Amount of \$1,881,860.31 (1% Project).

SUGGESTED ACTION:

I Move for Approval for the Acceptance of Public Improvements for the Allen Avenue Reconstruction Project, Installed by Dan Hart Patrol Service, LLC in the Amount of \$1,881,860.31. (1% Project)

PROJECT NUMBER:

24EN11

CASE BACKGROUND:

BACKGROUND

The Allen Avenue Reconstruct and Drainage Project replaced storm drain, water main, sanitary sewer main, and street restoration in and around Allen Avenue (see attached map). The previous concrete storm drainage channel which ran from west to east (located south of the church) was removed and replaced with an underground storm sewer system and a valley pan for minimal flows. Further, previous sanitary sewer mains located in private property were abandoned and relocated within the Allen Avenue right-of-way. The 1970s era waterlines, valves and fire hydrants were replaced. Also a dewatering well located at the corner of Allen Avenue and Lakeway Road which has historically been a significant maintenance issue was upgraded to a larger well with two pumps.

SCHEDULE

Construction began on May 19, 2025 and was complete on October 31, 2025.

ACTUAL COST vs BUDGET

Dan Hart Patrol Services was awarded the project with a bid of \$1,911,977.14 and the final cost of the project was \$1,881,860.31.

Original Bid: \$1,911,977.14

Change Order 1: increase of \$14,817.80 - Additional Contract Days and Additional Fire Hydrant

Removal and Replacement

Change Order 2: decrease of (\$44,934.63) - Final Quantity Adjustments and Liquidated Damage Assessments (Per Pay Request 6).

Final Contract Costs: \$1,881,860.31

ACTUAL COST VS BUDGET:

Actual Cost: \$ 1,881,860.31; Budgeted Amount: \$2,500,625.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Project Area Map](#)

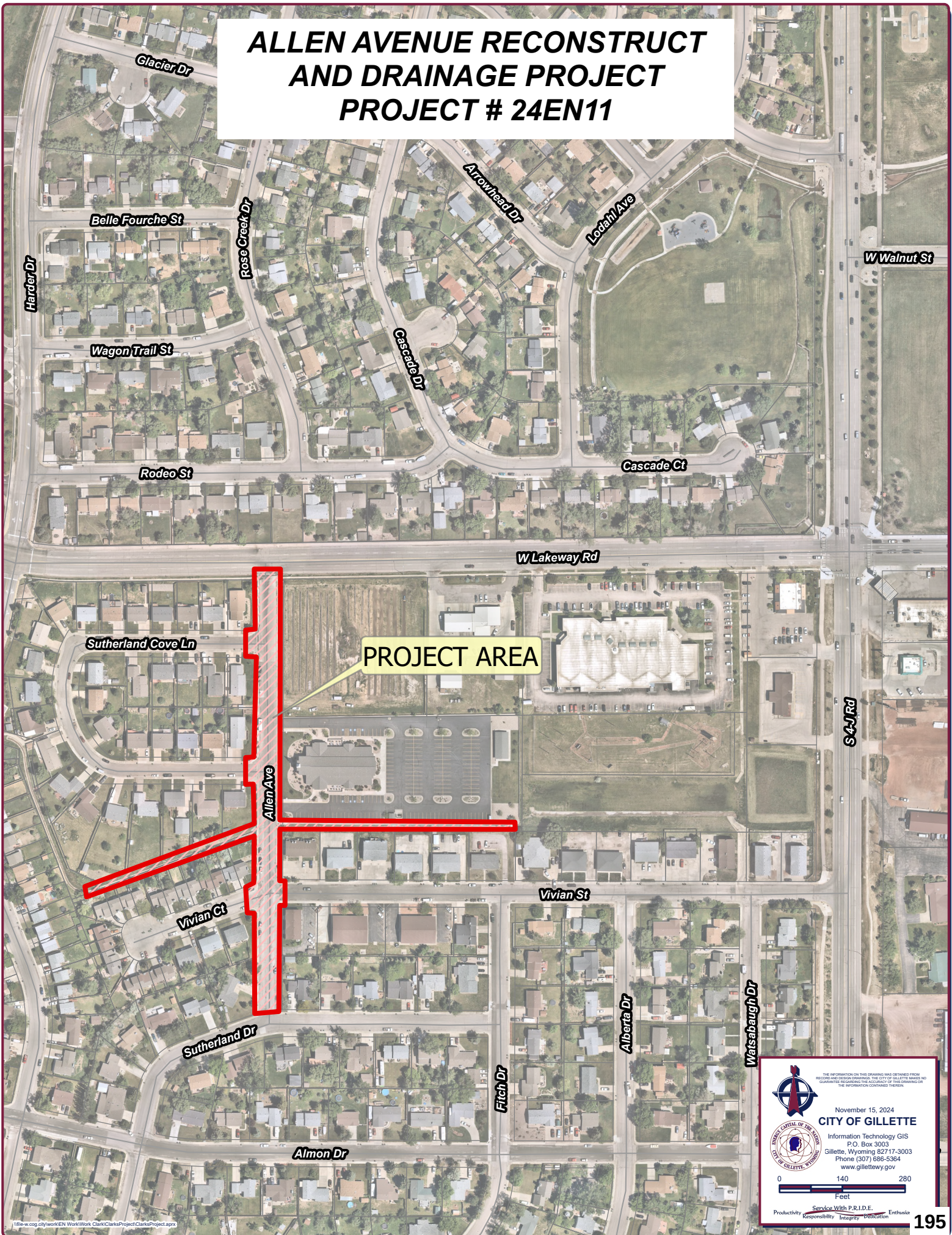
[Affidavit on Behalf of Contractor](#)

[Certificate of Final Completion](#)

[Certificate of Substantial Completion](#)

[Warranty](#)

ALLEN AVENUE RECONSTRUCT AND DRAINAGE PROJECT PROJECT # 24EN11



PROJECT AREA



November 15, 2024
CITY OF GILLETTE

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



0 140 280
Feet

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

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: November 25, 2025

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Dan Hart Patrol Service, LLC the Contractor, dated December 11, 2024.

For the Allen Avenue Improvements – 24EN11 Project

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

Dan Hart Patrol Service, LLC

Contractor

PO Box 619, 1405 US Hwy 16

Address

Upton

City

Wyoming

State

82730

Zip Code

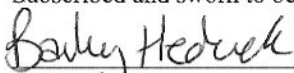


Signed by

Managing Member

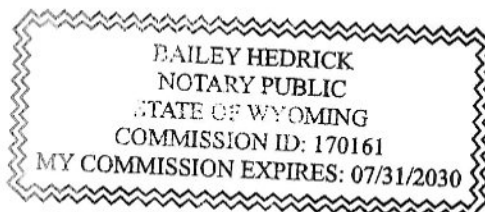
Title

Subscribed and sworn to before me this 15 day of December, 2025.



Notary Public

My Commission Expires: 7/31/2030



**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project: Allen Avenue Improvements

Project No.: 24EN11

Date of Contract: December 11, 2024

Owner: City of Gillette

Contractor: Dan Hart Patrol Service, LLC

Engineer: KLJ Engineering, LLC

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

November 25, 2025
Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.

DATED this 15th day of December, 2025

Dan Hart Patrol Service, LLC
CONTRACTOR

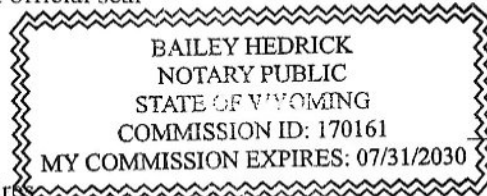
 Managing Member
SIGNATURE TITLE

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL }

SS

The foregoing instrument was acknowledged before me by Steven Garbar Managing Member
this 15 day of December, 2025.

Witness my hand and official seal



Bailey Hedrick
Notary Public

My commission Expires 7/31/2030

CITY OF GILLETTE

Shay Lundvall, Mayor

Date

(SEAL)
ATTEST:

Alicia Allen, City Clerk

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Allen Avenue Improvements

Project No.: 24EN11

Date of Contract: December 11, 2024

Owner: City of Gillette

Contractor: Dan Hart Patrol Service, LLC

This Certificate of Substantial Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

October 31, 2025
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared except as stated below.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

 Amended Responsibilities
 X Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Substantial Completion Walk Through Correction List dated October 14, 2025

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

DATED this 15th day of December, 2025

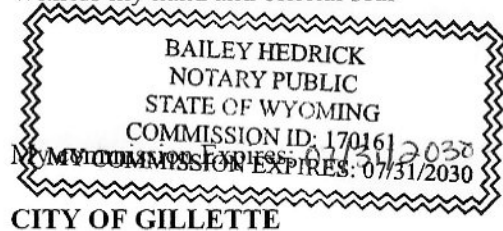
Dan Hart Patrol Service, LLC
CONTRACTOR

[Signature] Managing Member
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Steven Gerber, Managing Member
this 15 day of December, 2025

Witness my hand and official seal



Bailey Hedrick
Notary Public

Shay Lundvall, Mayor

Date

(SEAL)
ATTEST:

Alicia Allen, City Clerk

WARRANTY

(Contractor)

Dan Hart Patrol Service, LLC hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Allen Avenue Improvements, City Project No. 24EN11 FOR A PERIOD OF ONE YEAR FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for the Allen Avenue Improvements, City Project No. 24EN11.

DATED this 15th day of December, 2025.

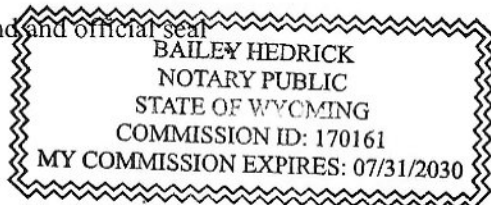
Dan Hart Patrol Service, LLC
CONTRACTOR

[Signature] Managing Member
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Steven Gerber Managing member
this 15 day of December, 2025

Witness my hand and official seal



[Signature]
Notary Public

My commission Expires: 7/31/2030

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration for the Acceptance of the Dalbey Memorial Park Improvements Study, Prepared by RVi, in the Amount of \$242,911.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Acceptance of the Dalbey Memorial Park Improvements Study, Prepared by RVi, in the Amount of \$242,911.00 (1% Project).

PROJECT NUMBER:

24EN24

CASE BACKGROUND:

BACKGROUND: The Dalbey Memorial Improvements Study was conducted to determine a responsible path for the future development of Dalbey Memorial Park that aligned, as closely as possible, with the needs, vision and desires of the community and internal staff of the City of Gillette. To this end, a considerable public outreach effort was conducted, involving two public meetings and three online surveys over the course of eighteen (18) months along with numerous individual meetings between the project team and various members of the public concerned with the Park. The resulting Final Report provides improvement recommendations and strategies with broad public support and represent responsible investment in the City of Gillette Parks System.

WHY NEEDED: Considerable changes to the Parks system have occurred over the last several years, particularly with the ongoing development of the Energy Capitol Sports Complex. To address concerns raised by staff and the larger community, the need to develop a community-driven long term plan for the future of Dalbey Memorial Park was evident. Further, the need to ensure alignment with recommendations in the Donkey Creek Flood Study further supported the need for a comprehensive study.

PROJECT RECOMMENDATIONS: The community outreach and coordination with City staff revealed six (6) essential categories of Improvements for Dalbey Memorial Park, ranked below:

- 1) Water Quality: By far the #1 concern received from the public was Water Quality of the Lake. The report recommends various approaches to addressing water quality including removal of cattails, dredging or excavation of the lake, improving oxygenation and intercepting sediment in a maintainable way, among others.
- 2) Amenity Improvements (Restrooms, Playgrounds, etc.): Amenity improvements are focused on replacing the aged restroom, installing another in a more central location relative to the park area and providing an additional shelter which can accommodate a large (150+ person) gathering.
- 3) Circulation and Access: Circulation improvements focus on providing an additional footbridge lake crossing, installing additional fishing piers, providing a kayak put in for the Campbell County School District's Outdoor Education program, expanding parking where possible and maintaining the current access points to the park.
- 4) Recreation Opportunities: Recreation improvements focus on providing a wider variety of sport courts (i.e. pickleball, basketball, volleyball, mini golf).
- 5) Canopy Development and Shoreline Rehabilitation: Canopy and shoreline development focuses on additional tree planting along the shoreline to help reduce water temperature as well as underplanting the existing "Cottonwood Grove" on the north side of the park so that younger trees are establishing as the older trees die out in the coming decades.
- 6) Comfort and Safety Improvements: Finally, comfort and safety improvements recommend cutting the "looping road" where it crosses the spill way to reduce speeding and increase safety as well as providing enhanced lighting to the north side of the lake.

OTHER RECOMMENDATIONS:

Irrigation Improvements: The final reports provides comprehensive, high level, recommendations for improvements to the irrigation systems throughout Dalbey Memorial Park. These irrigation systems represent some of the oldest functioning irrigation infrastructure in the Parks system, some installed before 1980. The report provides recommendations and water budget calculations for overall improvements to irrigation mainlines as well as looping the potable water distribution mains to improve pressures and flows throughout the south side of the park.

All Season Community House: Though not directly supported by public input, the appendix contains general recommendations for the location and probable cost of a modest four season event facility located at J.C. Point. Several discussions between the project team and various individual community members lead the team to conclude that a high level investigation and general recommendations for location, building layout and programming were necessary. These recommendations are provided as an appendix should the need for such a facility become a priority in the future.

FUNDING: This study is fully funded by the 1% Optional Sales Tax Fund.

ACTUAL COST VS BUDGET:

Actual Cost: \$242,911.00; Budget: \$250,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Project Area Map](#)



DALBEY MEMORIAL PARK IMPROVEMENTS STUDY

DECEMBER 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration for the Acceptance of the 2025 Sewer Point Repairs Project at Delanie Court and Black Hills Urgent Care, installed by DRM, Inc. in the Amount of \$136,937.07 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Acceptance of the 2025 Sewer Point Repairs Project at Delanie Court and Black Hills Urgent Care, installed by DRM, Inc. in the Amount of \$136,937.07 (1% Project).

PROJECT NUMBER:

25EN19

CASE BACKGROUND:

BACKGROUND: The Delanie Court and Black Hills Urgent Care Sewer Point Repairs project relates to much needed sanitary sewer improvements at these two locations. Identified as priorities by the Wastewater Collections staff, the project provided for the following improvements:

Delanie Court: A section of 8-inch sanitary sewer main along the City-owned utility right of way between Delanie Court and Kenadie Drive had become severely sagged. This caused frequent maintenance and increased risk to homeowners in the area. The situation was exacerbated by the sanitary main's proximity to an 18-Inch cement storm culvert above and slightly to its south. The project provided the realignment and reinstallation of this section 220 foot section of collector main away from this storm culvert, as well as new sanitary sewer manholes to facilitate the realignment and provide superior flow.

Black Hills Urgent Care: Several service lines in this area were tied in to a dead end sanitary sewer manhole. This condition is no longer allowed by City of Gillette Design Standards as it allows solids to frequently separate out of the flow and cause blockages. Additionally, several service connections downstream of the manhole utilized connection methods which are no longer allowed by current Design Standards, had failed, and allowed significant intrusion. The project provided for the replacement of these lengths of sanitary sewer main and reconnection of the sanitary service lines at a point downstream of the replaced manhole, per City of Gillette Design Standards.

WHY NEEDED: The prior conditions described above represented an unnecessary and ongoing maintenance expenses as well as presenting increased risk of sanitary sewer backups to property owners in the respective areas.

FUNDING: This project is fully funded from the Optional 1% Sales Tax Fund.

The Project was awarded at a cost of \$141,618.25

Change order 1 had a savings of (\$4,681.18) due to reconciling final quantity adjustments

Final cost - \$136,937.07

ACTUAL COST VS BUDGET:

Actual Cost: \$136,937.07; Budget: \$177,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

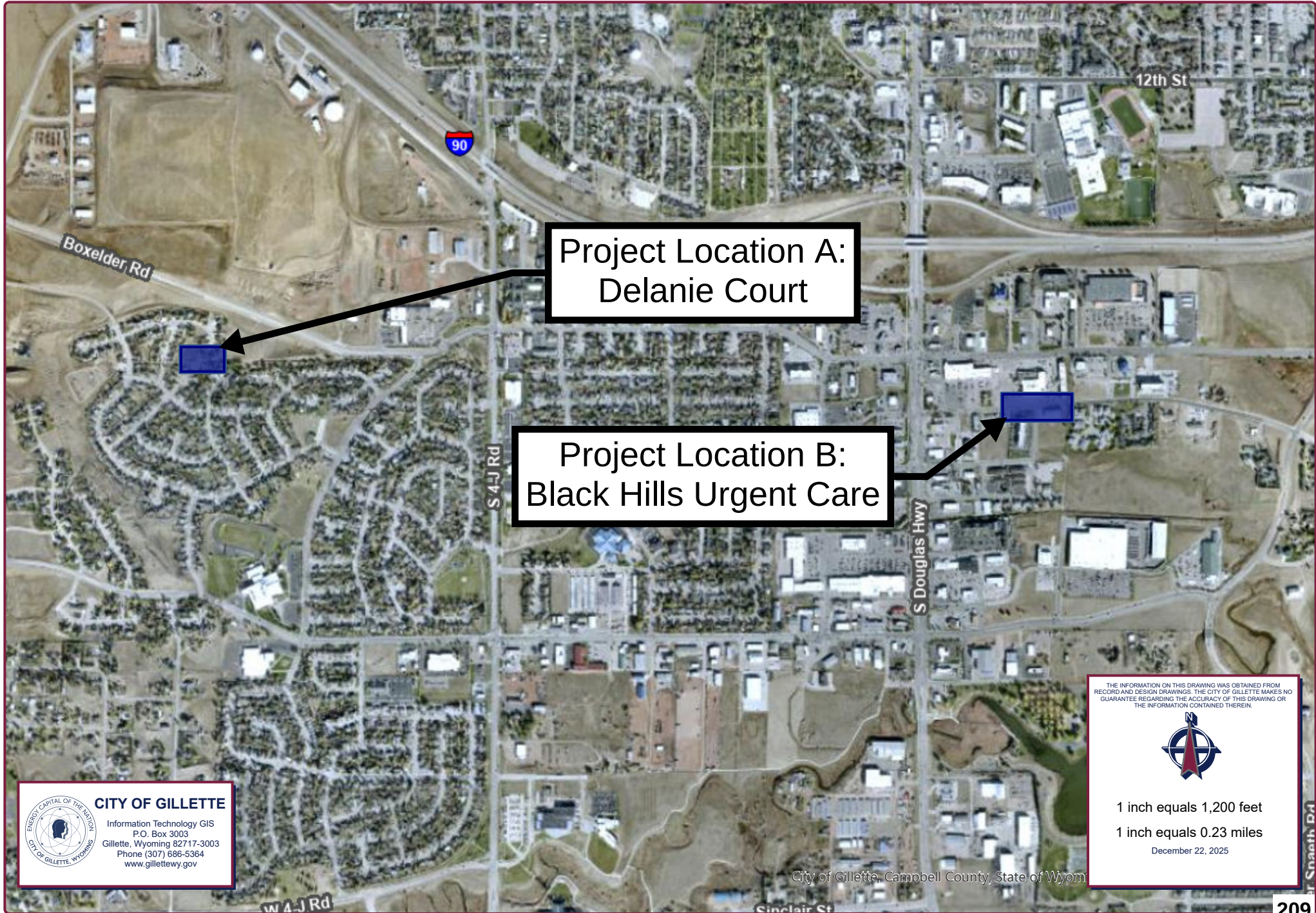
[Project Area Map](#)

[Affidavit](#)

[Certificate of Final Completion](#)

[Warranty](#)

25EN19-Sewer Point Repairs (Delanie Ct. and Black Hills Urgent Care)-Reference Map



CITY OF GILLETTE

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

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



1 inch equals 1,200 feet

1 inch equals 0.23 miles

December 22, 2025

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: _____

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and DRM, Inc. the Contractor, dated September 16, 2025.

For the **2025 Sewer Spot Repairs - Delanie and Urgent Care (25EN19)**
Project

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contact.

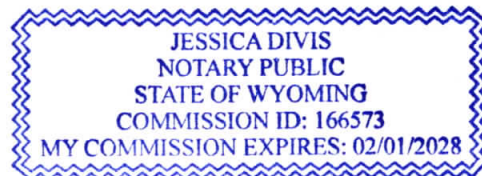
In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

DRM, Inc
Contractor
P.O. Box 1002
Address
Gillette
City
Wyoming
State
82717-1002
Zip Code

December 2, 2025
Date

Don McKillop, Jr.
Signed by



Secretary - Treasurer
Title

Subscribed and sworn to before me this 2 day of Dec, 2025

Jessica Divis
Notary Public

My Commission Expires: 2/1/28

AFFIDAVIT ON BEHALF OF CONTRACTOR
2025 Sewer Spot Repairs - Delanie and Urgent Care (25EN19)
Page 1 of 1

**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project: 2025 Sewer Spot Repairs - Delanie and Urgent
Project No.: 25EN19
Owner: City of Gillette
Date of Contract: September 16, 2025
Contractor: DRM, Inc.
Engineer: Consolidated Engineers, Inc.

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

November 28, 2025
Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached and made part of this Certificate.

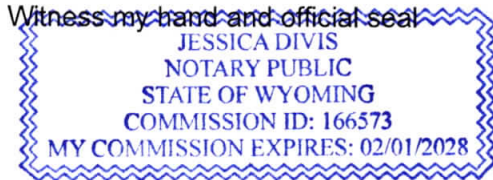
DATED this 02 day of December , 2025

DRM, Inc.
CONTRACTOR (COMPANY NAME)

Don McKillop, Jr. Secretary - Treasurer
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Don McKillop
this 2 day of Dec, 2025



Jessica Davis
Notary Public

My commission Expires: 2/1/28

CITY OF GILLETTE

(Name), Mayor

Date

(S E A L)
ATTEST:

(Name), City Clerk

WARRANTY

(Contractor)

DRM, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the **2025 Sewer Spot Repairs - Delanie and Urgent Care (25EN19)** FOR A PERIOD OF **One Year** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration for the Acceptance of the Sutherland Subdivision Valve Project: Phase 2, installed by Hot Iron, Inc., in the Amount of \$183,917.45 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Acceptance of the Sutherland Subdivision Valve Project: Phase 2, installed by Hot Iron, Inc., in the Amount of \$183,917.45 (1% Project).

PROJECT NUMBER:

25EN20

CASE BACKGROUND:

BACKGROUND: The project provided replacement of several water main valves within the Sutherland Subdivision (see attached map).

HISTORY: The water system in the Sutherland Subdivision was installed in the late 70s and early 80s. The piping is PVC and appears to be holding up well, but the valves are beginning to fail due to corrosion. Phase 2 of this project replaced those valve clusters not replaced by Phase 1 due to budget constraints.

WHY NEEDED: The failing valves made it difficult to isolate portions of the Sutherland Subdivision for water system maintenance and repair. The unreliable valves caused large shutdown areas that affected many residents because the valves would not close tightly and additional valves must be closed to isolate an area for repair or maintenance. This project replaced those critical intersections of water main not addressed by Phase 1 to allow smaller isolation areas and thus affect fewer residents during maintenance or repair of the water system.

FUNDING: This project is fully funded in the Optional 1% Sales Tax Fund.
Awarded bid amount of \$236,505.62
Change order #1 - savings (\$52,588.17) due to final quantity reconciliation.
Total project cost of \$183,917.45

ACTUAL COST VS BUDGET:

Actual: \$183,917.45; Budgeted: \$240,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Reference Map](#)

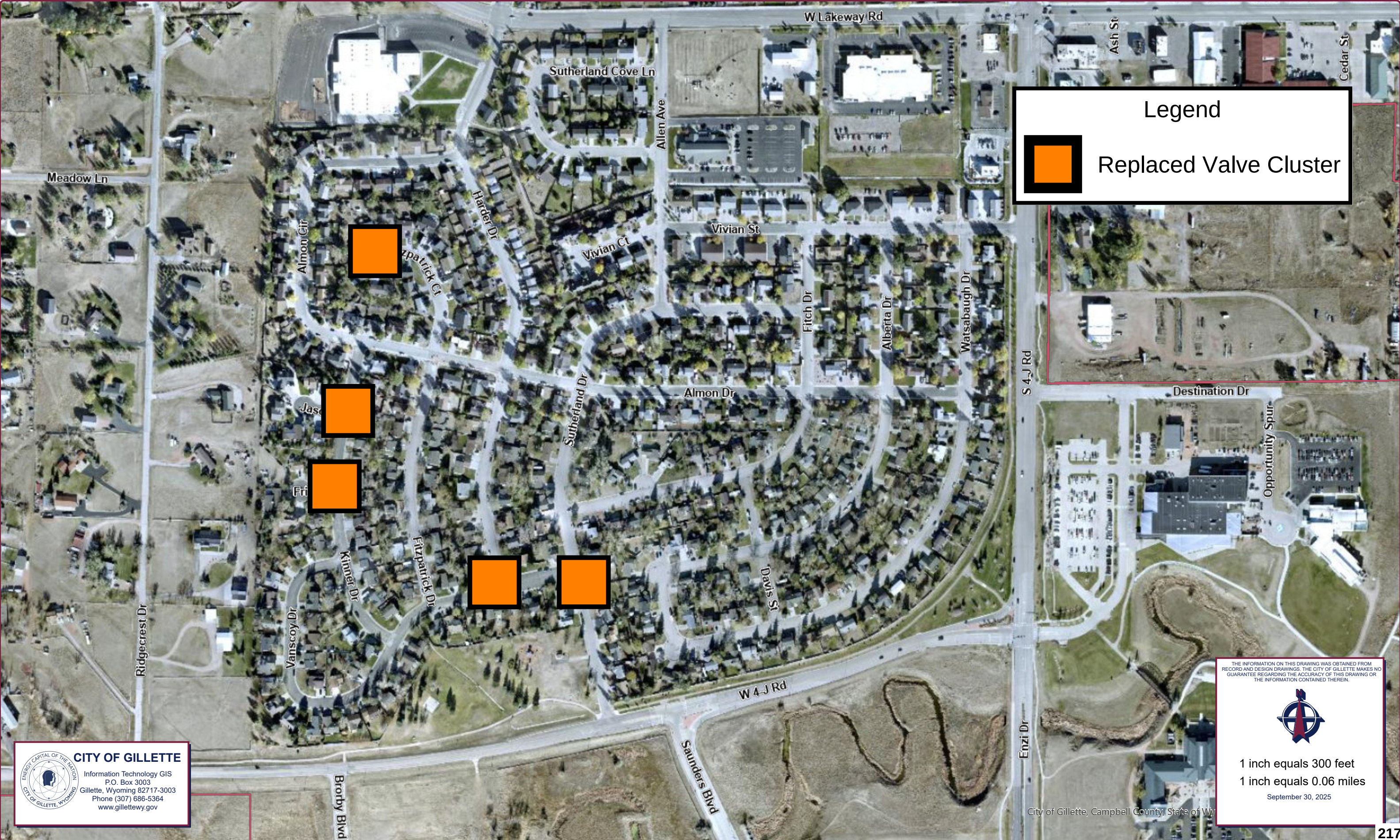
[Affidavit](#)

[Certificate of Substantial Completion](#)

[Warranty](#)

[Certificate of Final Completion](#)

25EN20-Sutherland Valves Phase 2-Reference Map



Legend

Replaced Valve Cluster



CITY OF GILLETTE

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

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



1 inch equals 300 feet
1 inch equals 0.06 miles
September 30, 2025

City of Gillette, Campbell County, State of Wyo

217

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: 12-12-2025

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Hot Iron, Inc. the Contractor, dated 10/7/2025.

For the Sutherland Subdivision Valve Project Phase 2

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contact.

In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

Hot Iron, Inc.
Contractor
P.O. Box 1067
Address
Gillette
City
Wyoming
State
82717
Zip Code

December 12, 2025
Date

Signed by

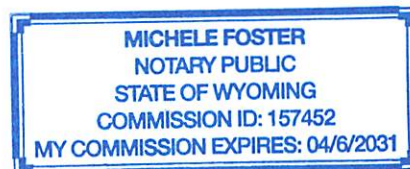
Vice President

Title

Subscribed and sworn to before me this 12 day of December, 20 25

Notary Public

My Commission Expires: 04/06/2031



CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Sutherland Subdivision Valve Project Phase 2

Project No.: 25EN20

Owner: City of Gillette

Date of Contract: October 7, 2025

Contractor: Hot Iron, Inc.

This Certificate of Substantial Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

12/12/2025
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

 Amended Responsibilities
 X Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

DATED this 12 day of December, 2025

Hot Iron, Inc.
CONTRACTOR (COMPANY NAME)

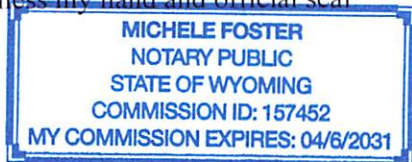
Del Toro R Vice President
SIGNATURE (TITLE)

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL }

SS

The foregoing instrument was acknowledged before me by Rafael Del Toro,
this 12 day of December, 2025

Witness my hand and official seal



Michele Foster
Notary Public

My commission Expires: 04/06/2031

CITY OF GILLETTE

(Name), Mayor

Date

(S E A L)
ATTEST:

(Name), City Clerk

WARRANTY

(Contractor)

Hot Iron, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Sutherland Subdivision Valve Project Phase 2 (25EN20) FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for Sutherland Subdivision Valve Project Phase 2 (25EN20).

DATED this 12 day of December, 2025

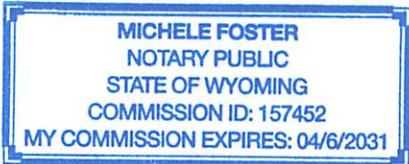
Hot Iron, Inc.
CONTRACTOR (COMPANY NAME)

Del Toro K Vice President
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Rafael Del Toro,
this 12 day of December, 2025

Witness my hand and official seal



Michele Foster
Notary Public

My commission Expires: 04/06/2031

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project: Sutherland Subdivision Valve Project Phase 2

Project No.: 25EN20

Date of Contract: October 7, 2025

Owner: City of Gillette

Contractor: Hot Iron, Inc.

Engineer: WWC Engineering

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

12/12/2025
Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.

DATED this 23 day of December, 2025

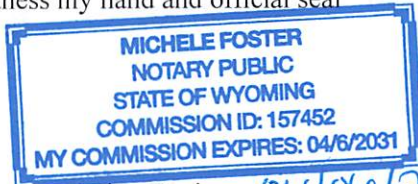
Hot Iron, Inc.
CONTRACTOR (COMPANY NAME)

Del Toro R. Vice President
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Rafael Del Toro
this 23 day of December, 2025

Witness my hand and official seal



My commission Expires: 04/06/2031

Michele Foster
Notary Public

CITY OF GILLETTE

(Name), Mayor

Date

(S E A L)
ATTEST:

(Name), City Clerk



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration of a Purchase and Sale Contract Between the City of Gillette and David Schmidt Regarding 2910 South Douglas Highway, Gillette, WY 82718 for the Amount of \$141,000.00.

SUGGESTED ACTION:

I move for approval of the Purchase and Sale Contract Between the City of Gillette and David Schmidt Regarding 2910 South Douglas Highway, Gillette, WY 82718 for the Amount of \$141,000.00.

CASE BACKGROUND:

This purchase and sale contract contemplates the purchase of 1 acre of real estate located at 2910 South Douglas Highway, Gillette, WY 82718. The purchase price is \$141,000.00, which is the appraised value of the property. Closing is anticipated to occur no later than January 30, 2026. The contract contains a lease contingency whereby a local Alcoholics Anonymous group would retain a lease interest on a portion of the property. The execution of a lease agreement in this regard will occur before closing.

The purchase of this property relates to the implementation of recommended improvements in both the Donkey Creek Flood Study and Dalbey Memorial Park Improvements Study, particularly the relocation of the existing sediment forebay immediately east of the bridge crossing of South Douglas Hwy over Donkey Creek. Purchase of this property provides direct City of Gillette access and ownership of the critical drainage infrastructure on both sides of the Hwy 59 bridge.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Schmidt PSA \(Schmidt Signed\)](#)

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT ("Contract") is entered into on December 16th, 2025 ("Effective Date"), between David Schmidt, in his individual capacity ("**Seller**"), and the City of Gillette, Wyoming, a municipal corporation and first class city, ("**Purchaser**"). Seller and Purchaser are sometimes referred to as the "Parties."

RECITALS

A. Seller owns the following real estate located in Campbell County, Wyoming, as more particularly described in **Exhibits A**, attached hereto and made a part hereof:

1. 2910 South Douglas Highway, Gillette, WY 82718 totaling 1.0 acre.

This Parcel may be referred to as the "**Property**".

B. Purchaser desires to purchase, and Seller desires to sell the Property.

AGREEMENT

NOW, THEREFORE, Seller and Purchaser hereby agree as follows:

ARTICLE I

PURCHASE AND SALE; PURCHASE PRICE; ESCROW AGENT

1.1 **Purchase and Sale.** Seller agrees to sell and Purchaser agrees to purchase the Seller's interest, title, and privileges in and related to the Property.

1.2 **Purchase Price; Payment.** Purchaser shall pay Seller one hundred forty-one thousand dollars (\$141,000.00) ("**Purchase Price**").

No later than 5:00 p.m. on the Closing Date, Purchaser shall deposit the Purchase Price with First American Title Insurance Company ("**Escrow Agent**" or "**Title Insurer**") by wire transfer of immediately available funds ("**Good Funds**").

1.3 Escrow Provisions.

1.3.1 Escrow Agent shall hold the Purchase Price and make delivery of the Purchase Price to the party entitled thereto under the terms of this Contract. Escrow Agent shall invest the Purchase Price in such FDIC insured, interest-bearing bank accounts, money market funds or accounts, or bank certificates of deposit as Escrow Agent, in its reasonable discretion, deems suitable, subject to the direction of Purchaser (which direction, if provided, shall be provided on the Effective Date), and all interest and income thereon shall become part of the Purchase Price and shall be remitted to the party entitled to the Purchase Price pursuant to this Contract. The tax identification numbers of the parties shall be provided to each party and to the Escrow Agent.

1.3.2 The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, and that Escrow Agent shall not be deemed to be the agent of either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Contract, or involving gross negligence. Seller and Purchaser jointly and severally shall indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorney's fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Contract, or involving gross negligence on the part of the Escrow Agent.

1.3.3 Escrow Agent, as the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "**Code**"), shall file all necessary information, reports, returns, and statements regarding the transaction required by the Code including, but not limited to, the tax reports required pursuant to Section 6045 of the Code. Further, Escrow Agent agrees to indemnify and hold Purchaser, Seller, and their respective attorneys and brokers harmless from and against any losses resulting from Escrow Agent's failure to file the reports Escrow Agent is required to file pursuant to this section.

ARTICLE II FEASIBILITY PERIOD

2.1 **Feasibility Period.** Purchaser shall have forty-five (45) days from the Effective Date in which to perform its due diligence (the "**Feasibility Period**"). During the Feasibility Period, Purchaser, and its agents, contractors, engineers, surveyors, attorneys, accountants and employees (collectively, "**Consultants**") shall, at no cost or expense to Seller, have the right from time to time to enter onto the Property to conduct and make any and all customary studies, tests, examinations, inquiries, inspections and investigations of or concerning the Property, and the physical and environmental condition thereof, to review the Materials (as defined below) and to otherwise review any and all matters which Purchaser may reasonably desire to confirm that the Property is acceptable to Purchaser in its sole discretion (collectively, the "**Inspections**"). Prior to the expiration of the Feasibility Period, Purchaser may cancel this Contract at Purchaser's sole discretion for any reason and receive a return of any Purchase Price paid to the Escrow Agent, by providing written notice to Seller. If Purchaser fails to provide Seller with written notice of termination prior to the expiration of the Feasibility Period, Purchaser's right to terminate under this Section shall be waived with respect to conditions existing at such date, except to the extent that Purchaser raises any title and/or survey objections in accordance with the procedures set forth below.

2.2 **Conduct of Inspections.** Purchaser shall not permit any mechanics' or materialmen's liens or any other liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Purchaser or any other party in connection with any Inspections conducted by or for Purchaser. Purchaser shall take all reasonable actions and implement all protections necessary to ensure that all actions taken in connection with the Inspections, and all equipment, materials and substances generated, used or brought onto the Property pose no material threat to the safety of persons, property or the environment.

2.3. **Remediation.** Purchaser hereby agrees to restore, at Purchaser's sole cost and expense, the Property to substantially the same condition existing immediately prior to Purchaser's exercise of its rights pursuant to this Article if Purchaser does not purchase of the Property.

2.4 **Property Materials.**

2.4.1 Within five (5) days after the Effective Date, and to the extent the same exist and are in Seller's possession or reasonable control, Seller agrees to make any documents in their custody and control (together with any other information provided by Seller or its Consultants to Purchaser with respect to the Property, the "**Materials**") available for review and copying by Purchaser at Purchaser's sole cost and expense.

2.4.2 All Materials provided to Purchaser by Seller shall be returned by Purchaser to Seller (or the destruction thereof shall be certified in writing by Purchaser to Seller) as a condition to return of any Purchase Price to Purchaser if this Contract is terminated by Purchaser.

2.5 **Property Contracts.** Prior to the expiration of the Feasibility Period, Purchaser may deliver written notice to Seller (the "**Property Contracts Notice**") specifying any Property Contracts (as defined on Schedule 3.5) provided to Purchaser which Purchaser desires to terminate at the Closing (the "**Terminated Contracts**"). Seller shall terminate as of the Closing Date all Terminated Contracts, and Seller shall be responsible for any cancellation fees, penalties, or damages related thereto. If Purchaser fails to deliver the Property Contracts Notice prior the expiration of the Feasibility Period, it shall be presumed that all Property Contracts must be terminated.

ARTICLE III
TITLE COMMITMENT AND SURVEY

3.1 **Title Documents.** Within five (5) days of the Effective Date, Purchaser will order a standard form commitment or preliminary title report ("**Title Commitment**") to provide an American Land Title Association owner's title insurance policy for the Property, with extended coverage, using the current policy jacket customarily provided by the Title Insurer, in an amount equal to the Purchase Price (the "**Title Policy**"), together with copies of all instruments identified as exceptions therein (together with the Title Commitment, referred to herein as the "**Title Documents**"). Purchaser shall be responsible only for payment of the basic premium for the Title Policy with extended coverage. Purchaser shall be solely responsible for payment of all other costs relating to procurement of the Title Policy, including without limitation any loan policy of title insurance, any requested endorsements to any of the foregoing policies, and any title examination, abstract or other similar fees and costs (including title attorneys' fees and costs).

3.2 **Survey.** Within five (5) days of the Effective Date, Seller shall provide Purchaser with a copy of any existing survey of the Property. Purchaser, at its sole cost and expense, may order a new or updated survey of the Property based on ALTA-ACSM 1988 standards.

3.3 **Objections.** If either the Title Commitment or any survey, or any update to such documents, discloses any matters or defects in title to the Property or matters Purchaser, in its sole discretion, considers objectionable, Purchaser shall notify Seller of such matters within five (5)

days of receiving the Title Commitment or Survey, as the relevant case may be. Purchaser, at its sole discretion, may allow Seller reasonable time to cure any matters or defects or terminate this Contract. If allowed the opportunity to cure, but Seller fails or refuses to correct such defects, Purchaser may either waive such defects and proceed to Closing and reduce the Purchase Price accordingly, or Purchaser may terminate this Contract.

ARTICLE IV CLOSING

4.1 **Closing Date.** The Closing shall occur on or before January 30, 2026 (the "**Closing Date**") through an escrow with Escrow Agent. Seller, Purchaser, and their attorneys need not be physically present at the Closing and may deliver documents by overnight air courier or other means.

4.2 **Seller Closing Deliveries.** No later than 5:00 p.m. on the Closing Date, Seller shall deliver to Escrow Agent, each of the following items:

4.2.1 A Warranty Deed (the "**Deed**") to Purchaser, free of all mortgages, liens, and encumbrances.

4.2.2 Seller's closing statement.

4.2.3 Vendor's affidavit reasonably required by the Title Insurer and acceptable to Seller, which is sufficient to enable Title Insurer to delete the standard pre-printed exceptions to the title insurance policy to be issued pursuant to the Title Commitment including removal of any exception for mechanic's and materialmen's liens created by, through or under Seller.

4.2.4 Certifications of Seller's non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

4.2.5 Resolutions, certificates of existence, and such other organizational documents as Title Insurer shall reasonably require evidencing Seller's authority to consummate this transaction.

4.2.6 An updated Title Commitment.

4.2.7 An updated Property Contracts List effective as of a date no more than three (3) days prior to the Closing Date; provided, however, that the content of such updated Property Contracts List shall in no event expand or modify the conditions to Purchaser's obligation to close.

4.2.8 To the extent in Seller's possession or control, original copies of the Property Contracts.

4.2.9 Such other documents as are reasonably necessary to consummate the transactions herein contemplated in accordance with the terms of this Contract.

4.3 **Purchaser Closing Deliveries.** No later than 5:00 p.m. on the Closing Date, Purchaser shall deliver to the Escrow Agent (for disbursement to Seller upon the Closing) the following items:

4.3.1 The full Purchase Price, plus or minus the adjustments or prorations required by this Contract.

4.3.2 Purchaser's closing statement.

4.3.3 Resolutions, certificates of good standing, and such other organizational documents as Title Insurer shall reasonably require evidencing Purchaser's authority to consummate this transaction.

4.4 **Closing Prorations and Adjustments.**

4.4.1 **General.** All normal and customarily pro-ratable items, including, without limitation, collected rents, real property taxes, personal property taxes, utilities, operating expenses and fees, shall be prorated as of the Closing Date, Seller being charged or credited, as appropriate, for all of same attributable to the period up to the Closing Date (and credited for any amounts paid by Seller attributable to the period on or after the Closing Date, if assumed by Purchaser) and Purchaser being responsible for, and credited or charged, as the case may be, for all of the same attributable to the period on and after the Closing Date.

4.4.2 **Operating Expenses.** All of the operating, maintenance, taxes (other than real estate taxes), and other expenses incurred in operating the Property that Seller customarily pays, and any other costs incurred in the ordinary course of business for the management and operation of the Property (if any), shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue prior to the Closing Date and Purchaser shall pay all such expenses that accrue from and after the Closing Date.

4.4.3 **Utilities.** The final readings and final billings for utilities will be made if possible as of the Closing Date, in which case Seller shall pay all such bills as of the Closing Date and no proration shall be made at the Closing with respect to utility bills. Otherwise, a proration shall be made based upon the parties' reasonable good faith estimate. Seller shall be entitled to the return of any deposit(s) posted by it with any utility company, and Seller shall notify each utility company serving the Property to terminate Seller's account, effective as of noon on the Closing Date. Seller shall reasonably cooperate to facilitate the transfer of utility accounts to Purchaser.

4.4.4 **Property Contracts.** Purchaser shall, on or before Closing, provide a ground lease agreement for a party that holds interest for any structures on the Property, not included in this sale agreement; however, operating expenses shall be prorated under Section 4.4.2.

4.4.5 **Insurance; Risk of Loss.** No proration shall be made in relation to insurance premiums and insurance policies will not be assigned to Purchaser. Seller shall have the risk of loss of the Property until the Closing, after which time the risk of loss shall pass to Purchaser and Purchaser shall be responsible for obtaining its own insurance thereafter.

4.4.6 **Closing Costs.** Purchaser shall pay the cost of recording the Deed, any premiums or fees required to be paid by Purchaser with respect to the Title Policy, and all of the customary closing costs of the Escrow Agent. Purchaser shall also be responsible for Title Policy to the extent required by Section 3.1, all costs of any applicable deed stamps, transfer taxes or transfer fees (including state excise tax), the cost of recording any instruments required to discharge any liens or encumbrances against the Property. Seller shall only be responsible for the Seller's attorneys fees, if any.

4.4.7 **Possession.** Possession of the Property, shall be delivered to Purchaser at the Closing upon release from escrow of all items to be delivered by Purchaser pursuant to Section 4.3. Originals or copies of the Property Contracts, warranties, guaranties, (other than proprietary information) (collectively, "**Seller's Property-Related Files and Records**") regarding the Property shall be made available to Purchaser after the Closing.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1 **Seller's Representations.** Seller represents and warrants to Purchaser the following (collectively, the "**Seller's Representations**") as of the Effective Date and as of the Closing Date:

5.1.1 Seller is validly existing and in good standing under the laws of the state of its formation and has or at the Closing shall have the entity power and authority to sell and convey the Property and to execute the documents to be executed by Seller and prior to the Closing will have taken as applicable, all corporate, partnership, limited liability company, trust, or equivalent entity actions required for the execution and delivery of this Contract, and the consummation of the transactions contemplated by this Contract. The compliance with or fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which Seller is a party or by which Seller is otherwise bound, which conflict, breach or default would have a material adverse effect on Seller's ability to consummate the transaction contemplated by this Contract or on the Property. This Contract is a valid and binding agreement against Seller in accordance with its terms;

5.1.2 Seller is not a "foreign person," as that term is used and defined in the Internal Revenue Code, Section 1445, as amended;

5.1.3 Except for any matter fully covered, with no deductible, by Seller's current insurance policy(ies), and which (i) will be defended and paid under such policies after Closing with no liability of Purchaser with respect thereto, and (ii) are fully disclosed to Purchaser during the Feasibility Period, there are no material proceedings or litigation either pending or, to the best of Seller's knowledge, threatened against the Property which will adversely impact the Property;

5.1.4 Seller has not received any written notice from a governmental agency of any uncured material violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting the Property;

5.1.5 Seller has not received any written notice of any material default by Seller under any of the Property Contracts;

5.1.6 To Seller's knowledge, the Property Contracts List (as updated pursuant to Section 5.2.10) is accurate in all material respects;

5.1.7 Seller has not received any written notice from any governmental authority relating to any material violation or alleged material violation of any governmental codes, ordinances, laws, rules or regulations affecting the Property, which Seller has not previously cured, nor to the Seller's knowledge are there any pending or threatened governmental investigations or material actions which may adversely impact the Property;

5.1.8 Seller is not a Prohibited Person. A Prohibited Person means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above;

5.1.9 Including third party persons who hold direct or indirect ownership interests in Seller, none of Seller's affiliates or parent entities is a Prohibited Person;

5.1.10 Including for third party persons who hold direct or indirect ownership interests in Seller, the Property is not the property of or beneficially owned by a Prohibited Person;

5.1.11 Seller has received no written notice of any (a) public improvements in, about or outside the Property which will result in the imposition of any future assessment against the Property, or (b) special assessments to be imposed in the future against the Property, nor does the Seller have any knowledge of any pending improvements or assessments;

5.1.12 No person or other entity has any right or option to acquire, or to the Seller's knowledge, occupy all of the Property;

5.1.13 To Seller's knowledge, (A) no hazardous or toxic materials or other substances regulated by applicable federal or state environmental laws are stored by Seller on, in or under the Property in quantities or in a manner which violate applicable laws governing such materials or substances, (B) the Property is not used by Seller for the storage, treatment, generation or manufacture of any hazardous or toxic materials or other substances in a manner which would constitute a violation of applicable federal or state environmental laws; and (C) the Property does not contain a underground storage tank;

5.1.14 Seller has not received any up front payments for any Property Contracts which were paid to Seller upon the commencement of such Property Contract and which constitute all or a portion of amounts due and owing to Seller over the term of such Property Contract;

5.1.15 There are no adverse or other parties in possession of the Property itself, not including any Ground Lease that may be executed contemporaneously with this Purchase.

5.1.16 Seller has all necessary right and authority to convey and assign to Purchaser all contract rights and warranties that are expressly required to be conveyed and assigned to Purchaser hereunder.

5.1.17 Seller has no knowledge of any claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing any of the Property, as applicable, caused by Seller or any of its affiliates and which remain unpaid beyond the date for which payment was due and in respect of which liens may or could be filed against any of the Property, as applicable, except for repairs, materials or services furnished in the ordinary course of business which shall be paid by the Seller when due so as to avoid the imposition of any lien or encumbrance on the Property as a result.

5.1.18 There are no written or oral leases or tenancies preventing the sale of the Property.

5.1.19 There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or, to Seller's knowledge, threatened against Seller.

5.1.20 Seller has received no notice of and has no knowledge of any notice from any government agency that the Property is in violation of any zoning or other ordinances or regulations, nor does Seller have any knowledge of any basis for such a claim.

5.1.21 Seller owns fee simple title to the Property.

5.1.22 All of the Materials, documents and instruments provided by the Seller to the Purchaser in the course of Purchaser's due diligence has been / will be either prepared and gathered in the ordinary course of business, or alternatively, has been / will be based upon information prepared and gathered in the ordinary course of business.

5.1.23 To Seller's best knowledge and belief, there are no pending or threatened matters of litigation, administrative action or examination, claims or demands whatsoever relating to the Property.

5.1.24 Seller has not and will not enter into any other transaction for the sale of the Property.

5.2 **Survival of Seller's Representations.** Seller's Representations shall survive Closing.

5.3 **Representations and Warranties of Purchaser.** For the purpose of inducing Seller to enter into this Contract and to consummate the sale and purchase of the Property in accordance herewith, Purchaser represents and warrants to Seller the following as of the Effective Date and as of the Closing Date:

5.3.1 Purchaser is a duly organized, validly existing first class city and municipal corporation of the State of Wyoming.

5.3.2 Purchaser, acting through any of its or their duly empowered and authorized officers or council members, has all necessary entity power and authority to own and use its properties and to transact the business in which it is engaged, and has full power and authority to enter into this Contract, to execute and deliver the documents and instruments required of Purchaser herein, and to perform its obligations hereunder. The compliance with or fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which Purchaser is a party or by which Purchaser is otherwise bound, which conflict, breach or default would have a material adverse effect on Purchaser's ability to consummate the transaction contemplated by this Contract. This Contract is a valid, binding and enforceable agreement against Purchaser in accordance with its terms.

5.3.3 No pending or, to the knowledge of Purchaser, threatened litigation exists which if determined adversely would restrain the consummation of the transactions contemplated by this Contract or would declare illegal, invalid or non-binding any of Purchaser's obligations or covenants to Seller.

5.3.4 Purchaser is not a Prohibited Person.

5.3.5 To Purchaser's knowledge, none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Contract is a Prohibited Person.

5.3.6 The funds or other assets Purchaser will transfer to Seller under this Contract are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person.

5.3.7 The funds or other assets Purchaser will transfer to Seller under this Contract are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7).

5.4 **Survival of Purchaser's Representations.** Purchaser's Representations shall survive Closing.

ARTICLE VI CONDITIONS PRECEDENT TO CLOSING

6.1 **Purchaser's Conditions to Closing.** Purchaser's obligation to close under this Contract shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

6.1.1 All of the documents required to be delivered by Seller to Purchaser at the Closing pursuant to the terms and conditions hereof shall have been delivered or waived by Purchaser;

6.1.2 Each of Seller's Representations shall be true in all material respects as of the Closing Date;

6.1.3 Seller shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by Seller hereunder; and

6.1.4 Seller shall not be a debtor in any bankruptcy proceeding nor shall have been in the last 12 months a debtor in any bankruptcy proceeding.

6.1.5 There shall not be pending, or to the knowledge of either Purchaser or Seller, any litigation or threatened litigation which, if determined adversely, would restrain the consummation of the transaction contemplated by this Contract, or declare illegal, invalid or nonbinding any of the covenants or obligations of the Seller.

6.1.6 Buyer has prepared a Ground Lease agreement for use and enjoyment of the building and premises on the Property by Graceland, a Wyoming not for profit organization, that must be signed by all parties on or before closing.

If any condition set forth in above is not met, Purchaser may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date with no offset or deduction from the Purchase Price or with a mutually agreed offset or deduction from the Purchase Price, (b) terminate this Contract and receive a complete return of any Purchase Price paid to the Escrow Agent or (c) if such failure constitutes a default by Seller, exercise any of its remedies under this Contract.

6.2 **Seller's Conditions to Closing.** Seller's obligation to close with respect to conveyance of the Property under this Contract shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

6.2.1 All of the documents and funds required to be delivered by Purchaser to Seller at the Closing pursuant to the terms and conditions hereof shall have been delivered;

6.2.2 Each of the representations, warranties and covenants of Purchaser contained herein shall be true in all material respects as of the Closing Date;

6.2.3 Purchaser shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by Purchaser hereunder;

6.2.4 There shall not be pending or, to the knowledge of either Purchaser or Seller, any litigation or threatened litigation which, if determined adversely, would restrain the

consummation of any of the transactions contemplated by this Contract or declare illegal, invalid or nonbinding any of the covenants or obligations of the Purchaser.

If any of the foregoing conditions to Seller's obligation to close with respect to conveyance of the Property under this Contract are not met, Seller may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date, or (b) terminate this Contract, and, if such failure constitutes a default by Purchaser, exercise any of its remedies under this Contract.

ARTICLE VII DEFAULTS AND REMEDIES

If either party's representations or warranties contained herein are untrue (either when made or at Closing) or if any party shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein which are to be performed by such party prior to Closing, then the other party, at its option may (i) elect to close the purchase of the Property pursuant to the provisions of this Contract, or (ii) terminate this Contract, and pursue damages and/or any remedies available at law or in equity.

ARTICLE VIII GENERAL PROVISIONS

8.1 **Binding Effect of Contract.** This Contract shall not be binding on either party until executed by both Purchaser and Seller. The Escrow Agent's execution of this Contract shall not be a prerequisite to its effectiveness. This Contract shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and permitted assigns.

8.2 **Exhibits and Schedules.** All Exhibits and Schedules, whether or not annexed hereto, are a part of this Contract.

8.3 **Assignability.** Neither party may assign this Contract without the consent of the other party, which will not be unreasonably withheld.

8.4 **Captions.** The captions, headings, and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.5 **Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.6 **Notices.** Any notice to be provided hereunder shall be delivered via US Mail, return receipt requested to the parties at the following addresses:

To Purchaser: City of Gillette
Attn: City Administrator
201 E. Fifth St.
Gillette, WY 82716

To Seller: David Schmidt
801 Carlisle Street
Gillette, WY 82718

To Escrow Agent: First American Title Insurance Company
406 S Gillette Ave
Gillette, WY 82716

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

8.8 **Entire Agreement.** This Contract embodies the entire Contract between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.

8.9 **Amendments.** This Contract shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written contract executed by all of the parties; provided, however, that, (a) the signature of the Escrow Agent shall not be required as to any amendment of this Contract other than an amendment of Section 2.3, and (b) the signature of the Broker shall not be required as to any amendment of this Contract.

8.10 **Severability.** In the event that any part of this Contract shall be 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 Contract and the remaining portions of this Contract shall be valid and enforceable.

8.11 **Multiple Counterparts/Facsimile Signatures.** This Contract may be executed in a number of identical counterparts. This Contract may be executed by facsimile signatures or electronic delivery of signatures which shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

8.12 **Construction.** No provision of this Contract shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Contract; both parties, having fully participated in the negotiation of this instrument.

8.14 **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Contract and any aspect thereof.

8.15 **Waiver**. No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing and all waivers must be in writing and signed by the waiving party.

8.16 **Attorneys' Fees**. In the event either party hereto commences litigation or arbitration against the other to enforce its rights under this Contract, the prevailing party in such litigation shall be entitled to recover from the other party its reasonable attorneys' fees, including the cost of any appeals.

8.17 **Governmental Immunity**. Purchaser does not waive governmental immunity by entering into this Contractor 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 and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Contract 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.

BASED ON THE FOREGOING, the parties have executed this Contract on the dates indicated below.

Seller:

DAVID SCHMIDT, in his personal capacity

By: David Schmidt
David Schmidt

12-17-2025
Date

STATE OF WYOMING)
) ss.
County of Campbell)

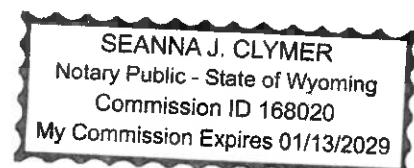
17th The above and foregoing instrument was acknowledged before me by David Schmidt, this day of December, 2025.

Witness my hand and official seal.

Seanna J. Clymer
Notary Public

Commission ID:

My Commission Expires: 01-13-2029



Purchaser:

Shay Lundvall, Mayor
City of Gillette Wyoming

Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Shay Lundvall, Mayor of the City of Gillette and Alicia Allen, City Clerk of the City of Gillette on December ____, 2025.

Witness my hand and official seal.

Notary Public

Commission ID:

My Commission Expires:

ESCROW AGENT SIGNATURE PAGE

The undersigned executes the Contract to which this signature page is attached for the purpose of agreeing to the provisions of Section 1.3 of the Contract and Seller's closing instruction letter delivered at Closing, and hereby establishes _____, 2025 as the date of opening of escrow and designates _____ as the escrow number assigned to this escrow.

ESCROW AGENT:

By: _____

Printed: _____

Title: _____

EXHIBIT “A”

[insert legal description]

SCHEDULE 3.5

MATERIALS

1. Contracts, service agreements, and files pertaining thereto ("**Property Contracts**")
2. Real estate tax billings and assessments.
3. Insurance and claims documentation.
4. All existing warranties and guarantees from architects, contractors, and material and equipment supplies, all of which would be assigned to Purchaser.
5. All existing environmental Phase I report, engineering reports, soil, radon, mold, asbestos, hazardous substance, or other tests, studies or reports.
6. Any existing surveys of the Property.
7. Any existing title work and copies of documents listed as exceptions on said title work.
8. Any and all documents related to platting, zoning, variances, special exceptions and permits regarding the Property.
9. Such additional information, documentation, or access as Purchaser may reasonably require.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Consideration of a Purchase and Sale Contract Between the City of Gillette and Stewart Petersen Property, LLC Regarding 604 Edwards Street, Gillette, WY 82716 for the Amount of \$78,000.00.

SUGGESTED ACTION:

I move for approval of the Purchase and Sale Contract Between the City of Gillette and Stewart Petersen Property, LLC Regarding 604 Edwards Street, Gillette, WY 82716 for the Amount of \$78,000.00.

CASE BACKGROUND:

This purchase and sale contract contemplates the purchase of 4.85 acres of real estate located at 604 Edwards Street, Gillette, WY 82716. The purchase price is \$78,000.00, which is the appraised value of the property. Closing is anticipated to occur no later than January 30, 2026.

The purchase of this property relates to the implementation of recommended improvements in both the Donkey Creek Flood Study and Dalbey Memorial Park Improvements Study, particularly the relocation of the existing sediment forebay immediately east of the bridge crossing of South Douglas Hwy over Donkey Creek. Purchase of this property provides a sufficient land area to relocate the forebay to a more accessible and maintainable location.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Petersen PSA \(Petersen Signed\)](#)

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT ("Contract") is entered into on December 16th, 2025 ("Effective Date"), between Gregory Petersen, acting as Manager under Stewart Petersen, Property, LLC, (collectively "**Seller**"), and the City of Gillette, Wyoming, a municipal corporation and first class city, ("**Purchaser**"). Seller and Purchaser are sometimes referred to as the "Parties."

RECITALS

A. Seller owns the following real estate located in Campbell County, Wyoming, as more particularly described in **Exhibits A**, attached hereto and made a part hereof:

1. 604 Edwards Street, Gillette, WY 82716 totaling 4.85 acres.

This Parcel may be referred to as "**Property**".

B. Purchaser desires to purchase, and Seller desires to sell the Property.

AGREEMENT

NOW, THEREFORE, Seller and Purchaser hereby agree as follows:

ARTICLE I

PURCHASE AND SALE; PURCHASE PRICE; ESCROW AGENT

1.1 **Purchase and Sale.** Seller agrees to sell and Purchaser agrees to purchase the Seller's interest, title, and privileges in and related to the Property.

1.2 **Purchase Price; Payment.** Purchaser shall pay Seller Seventy Eight Thousand Dollars (\$78,000.00) ("**Purchase Price**").

No later than 5:00 p.m. on the Closing Date, Purchaser shall deposit the Purchase Price with First American Title Insurance Company ("**Escrow Agent**" or "**Title Insurer**") by wire transfer of immediately available funds ("**Good Funds**").

1.3 Escrow Provisions.

1.3.1 Escrow Agent shall hold the Purchase Price and make delivery of the Purchase Price to the party entitled thereto under the terms of this Contract. Escrow Agent shall invest the Purchase Price in such FDIC insured, interest-bearing bank accounts, money market funds or accounts, or bank certificates of deposit as Escrow Agent, in its reasonable discretion, deems suitable, subject to the direction of Purchaser (which direction, if provided, shall be provided on the Effective Date), and all interest and income thereon shall become part of the Purchase Price and shall be remitted to the party entitled to the Purchase Price pursuant to this Contract. The tax identification numbers of the parties shall be provided to each party and to the Escrow Agent.

1.3.2 The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, and that Escrow Agent shall not be deemed to be the agent of either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Contract, or involving gross negligence. Seller and Purchaser jointly and severally shall indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorney's fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Contract, or involving gross negligence on the part of the Escrow Agent.

1.3.3 Escrow Agent, as the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "**Code**"), shall file all necessary information, reports, returns, and statements regarding the transaction required by the Code including, but not limited to, the tax reports required pursuant to Section 6045 of the Code. Further, Escrow Agent agrees to indemnify and hold Purchaser, Seller, and their respective attorneys and brokers harmless from and against any losses resulting from Escrow Agent's failure to file the reports Escrow Agent is required to file pursuant to this section.

ARTICLE II FEASIBILITY PERIOD

2.1 **Feasibility Period.** Purchaser shall have forty-five (45) days from the Effective Date in which to perform its due diligence (the "**Feasibility Period**"). During the Feasibility Period, Purchaser, and its agents, contractors, engineers, surveyors, attorneys, accountants and employees (collectively, "**Consultants**") shall, at no cost or expense to Seller, have the right from time to time to enter onto the Property to conduct and make any and all customary studies, tests, examinations, inquiries, inspections and investigations of or concerning the Property, and the physical and environmental condition thereof, to review the Materials (as defined below) and to otherwise review any and all matters which Purchaser may reasonably desire to confirm that the Property is acceptable to Purchaser in its sole discretion (collectively, the "**Inspections**"). Prior to the expiration of the Feasibility Period, Purchaser may cancel this Contract at Purchaser's sole discretion for any reason and receive a return of any Purchase Price paid to the Escrow Agent, by providing written notice to Seller. If Purchaser fails to provide Seller with written notice of termination prior to the expiration of the Feasibility Period, Purchaser's right to terminate under this Section shall be waived with respect to conditions existing at such date, except to the extent that Purchaser raises any title and/or survey objections in accordance with the procedures set forth below.

2.2 **Conduct of Inspections.** Purchaser shall not permit any mechanics' or materialmen's liens or any other liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Purchaser or any other party in connection with any Inspections conducted by or for Purchaser. Purchaser shall take all reasonable actions and implement all protections necessary to ensure that all actions taken in connection with the Inspections, and all equipment, materials and substances generated, used or brought onto the Property pose no material threat to the safety of persons, property or the environment.

2.3. **Remediation.** Purchaser hereby agrees to restore, at Purchaser's sole cost and expense, the Property to substantially the same condition existing immediately prior to Purchaser's exercise of its rights pursuant to this Article if Purchaser does not purchase of the Property.

ARTICLE III TITLE COMMITMENT AND SURVEY

3.1 **Title Documents.** Within five (5) days of the Effective Date, Purchaser will order a standard form commitment or preliminary title report ("**Title Commitment**") to provide an American Land Title Association owner's title insurance policy for the Property, with extended coverage, using the current policy jacket customarily provided by the Title Insurer, in an amount equal to the Purchase Price (the "**Title Policy**"), together with copies of all instruments identified as exceptions therein (together with the Title Commitment, referred to herein as the "**Title Documents**"). Purchaser shall be responsible only for payment of the basic premium for the Title Policy with extended coverage. Purchaser shall be solely responsible for payment of all other costs relating to procurement of the Title Policy, including without limitation any loan policy of title insurance, any requested endorsements to any of the foregoing policies, and any title examination, abstract or other similar fees and costs (including title attorneys' fees and costs).

3.2 **Survey.** Within five (5) days of the Effective Date, Seller shall provide Purchaser with a copy of any existing survey of the Property. Purchaser, at its sole cost and expense, may order a new or updated survey of the Property based on ALTA-ACSM 1988 standards.

3.3 **Objections.** If either the Title Commitment or any survey, or any update to such documents, discloses any matters or defects in title to the Property or matters Purchaser, in its sole discretion, considers objectionable, Purchaser shall notify Seller of such matters within five (5) days of receiving the Title Commitment or Survey, as the relevant case may be. Purchaser, at its sole discretion, may allow Seller reasonable time to cure any matters or defects or terminate this Contract. If allowed the opportunity to cure, but Seller fails or refuses to correct such defects, Purchaser may either waive such defects and proceed to Closing and reduce the Purchase Price accordingly, or Purchaser may terminate this Contract.

ARTICLE IV CLOSING

4.1 **Closing Date.** The Closing shall occur on or before January 30, 2026 (the "**Closing Date**") through an escrow with Escrow Agent. Seller, Purchaser, and their attorneys need not be physically present at the Closing and may deliver documents by overnight air courier or other means.

4.2 **Seller Closing Deliveries.** No later than 5:00 p.m. on the Closing Date, Seller shall deliver to Escrow Agent, each of the following items:

4.2.1 A Warranty Deed (the "**Deed**") to Purchaser, free of all mortgages, liens, and encumbrances.

4.2.2 Seller's closing statement.

4.2.3 Vendor's affidavit reasonably required by the Title Insurer and acceptable to Seller, which is sufficient to enable Title Insurer to delete the standard pre-printed exceptions to the title insurance policy to be issued pursuant to the Title Commitment including removal of any exception for mechanic's and materialmen's liens created by, through or under Seller.

4.2.4 Certifications of Seller's non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

4.2.5 Resolutions, certificates of existence, and such other organizational documents as Title Insurer shall reasonably require evidencing Seller's authority to consummate this transaction.

4.2.6 An updated Title Commitment.

4.2.7 Such other documents as are reasonably necessary to consummate the transactions herein contemplated in accordance with the terms of this Contract.

4.3 **Purchaser Closing Deliveries.** No later than 5:00 p.m. on the Closing Date, Purchaser shall deliver to the Escrow Agent (for disbursement to Seller upon the Closing) the following items:

4.3.1 The full Purchase Price, plus or minus the adjustments or prorations required by this Contract.

4.3.2 Purchaser's closing statement.

4.3.3 Resolutions, certificates of good standing, and such other organizational documents as Title Insurer shall reasonably require evidencing Purchaser's authority to consummate this transaction.

4.4 **Closing Prorations and Adjustments.**

4.4.1 **General.** All normal and customarily pro-ratable items, including, without limitation, collected rents, real property taxes, personal property taxes, utilities, operating expenses and fees, shall be prorated as of the Closing Date, Seller being charged or credited, as appropriate, for all of same attributable to the period up to the Closing Date (and credited for any amounts paid by Seller attributable to the period on or after the Closing Date, if assumed by Purchaser) and Purchaser being responsible for, and credited or charged, as the case may be, for all of the same attributable to the period on and after the Closing Date.

4.4.5 **Insurance; Risk of Loss.** No proration shall be made in relation to insurance premiums and insurance policies will not be assigned to Purchaser. Seller shall have the risk of loss of the Property until the Closing, after which time the risk of loss shall pass to Purchaser and Purchaser shall be responsible for obtaining its own insurance thereafter.

4.4.6 **Closing Costs.** Purchaser shall pay the cost of recording the Deed, any premiums or fees required to be paid by Purchaser with respect to the Title Policy, and the entire customary closing costs of the Escrow Agent. Purchaser will also pay for the Title Policy to the extent required by Section 3.1, all costs of any applicable deed stamps, transfer taxes or transfer fees (including state excise tax), the cost of recording any instruments required to discharge any liens or encumbrances against the Property. Seller shall only be responsible for the Seller's attorneys fees, if any.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1 **Seller's Representations.** Seller represents and warrants to Purchaser the following (collectively, the "**Seller's Representations**") as of the Effective Date and as of the Closing Date:

5.1.1 Seller is validly existing and in good standing under the laws of the state of its formation and has or at the Closing shall have the entity power and authority to sell and convey the Property and to execute the documents to be executed by Seller and prior to the Closing will have taken as applicable, all corporate, partnership, limited liability company, trust, or equivalent entity actions required for the execution and delivery of this Contract, and the consummation of the transactions contemplated by this Contract. The compliance with or fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which Seller is a party or by which Seller is otherwise bound, which conflict, breach or default would have a material adverse effect on Seller's ability to consummate the transaction contemplated by this Contract or on the Property. This Contract is a valid and binding agreement against Seller in accordance with its terms;

5.1.2 Seller is not a "foreign person," as that term is used and defined in the Internal Revenue Code, Section 1445, as amended;

5.1.3 Except for any matter fully covered, with no deductible, by Seller's current insurance policy(ies), and which (i) will be defended and paid under such policies after Closing with no liability of Purchaser with respect thereto, and (ii) are fully disclosed to Purchaser during the Feasibility Period, there are no material proceedings or litigation either pending or, to the best of Seller's knowledge, threatened against the Property which will adversely impact the Property;

5.1.4 Seller has not received any written notice from a governmental agency of any uncured material violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting the Property;

5.1.5 Seller has not received any written notice from any governmental authority relating to any material violation or alleged material violation of any governmental codes, ordinances, laws, rules or regulations affecting the Property, which Seller has not previously cured, nor to the Seller's knowledge are there any pending or threatened governmental investigations or material actions which may adversely impact the Property;

5.1.6 Seller is not a Prohibited Person. A Prohibited Person means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above;

5.1.7 Including third party persons who hold direct or indirect ownership interests in Seller, none of Seller's affiliates or parent entities is a Prohibited Person;

5.1.8 Including for third party persons who hold direct or indirect ownership interests in Seller, the Property is not the property of or beneficially owned by a Prohibited Person;

5.1.9 Seller has received no written notice of any (a) public improvements in, about or outside the Property which will result in the imposition of any future assessment against the Property, or (b) special assessments to be imposed in the future against the Property, nor does the Seller have any knowledge of any pending improvements or assessments;

5.1.10 No person or other entity has any right or option to acquire, or to the Seller's knowledge, lease, use or occupy all or any portion of the Property;

5.1.11 To Seller's knowledge, (A) no hazardous or toxic materials or other substances regulated by applicable federal or state environmental laws are stored by Seller on, in or under the Property in quantities or in a manner which violate applicable laws governing such materials or substances, (B) the Property is not used by Seller for the storage, treatment, generation or manufacture of any hazardous or toxic materials or other substances in a manner which would constitute a violation of applicable federal or state environmental laws; and (C) the Property does not contain a underground storage tank;

5.1.12 There are no adverse or other parties in possession of the Property.

5.1.13 Seller has all necessary right and authority to convey and assign to Purchaser all contract rights and warranties that are expressly required to be conveyed and assigned to Purchaser hereunder.

5.1.14 Seller has no knowledge of any claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing any of the Property, as applicable, caused by Seller or any of its affiliates and which remain unpaid beyond the date for which payment was due and in respect of which liens may or could be filed against any of the Property, as applicable, except for repairs, materials or services furnished in the ordinary course of business which shall be paid by the Seller when due so as to avoid the imposition of any lien or encumbrance on the Property as a result.

5.1.15 There are no written or oral leases or tenancies affecting the Property.

5.1.16 There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or, to Seller's knowledge, threatened against Seller.

5.1.17 Seller has received no notice of and has no knowledge of any notice from any government agency that the Property is in violation of any zoning or other ordinances or regulations, nor does Seller have any knowledge of any basis for such a claim.

5.1.18 Seller owns fee simple title to the Property.

5.1.19 All of the Materials, documents and instruments provided by the Seller to the Purchaser in the course of Purchaser's due diligence has been / will be either prepared and gathered in the ordinary course of business, or alternatively, has been / will be based upon information prepared and gathered in the ordinary course of business.

5.1.20 To Seller's best knowledge and belief, there are no pending or threatened matters of litigation, administrative action or examination, claims or demands whatsoever relating to the Property.

5.1.21 Seller has not and will not enter into any other transaction for the sale of the Property.

5.2 **Survival of Seller's Representations.** Seller's Representations shall survive Closing.

5.3 **Representations and Warranties of Purchaser.** For the purpose of inducing Seller to enter into this Contract and to consummate the sale and purchase of the Property in accordance herewith, Purchaser represents and warrants to Seller the following as of the Effective Date and as of the Closing Date:

5.3.1 Purchaser is a duly organized, validly existing first class city and municipal corporation of the State of Wyoming.

5.3.2 Purchaser, acting through any of its or their duly empowered and authorized officers or council members, has all necessary entity power and authority to own and use its properties and to transact the business in which it is engaged, and has full power and authority to

enter into this Contract, to execute and deliver the documents and instruments required of Purchaser herein, and to perform its obligations hereunder. The compliance with or fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which Purchaser is a party or by which Purchaser is otherwise bound, which conflict, breach or default would have a material adverse effect on Purchaser's ability to consummate the transaction contemplated by this Contract. This Contract is a valid, binding and enforceable agreement against Purchaser in accordance with its terms.

5.3.3 No pending or, to the knowledge of Purchaser, threatened litigation exists which if determined adversely would restrain the consummation of the transactions contemplated by this Contract or would declare illegal, invalid or non-binding any of Purchaser's obligations or covenants to Seller.

5.3.4 Purchaser is not a Prohibited Person.

5.3.5 To Purchaser's knowledge, none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Contract is a Prohibited Person.

5.3.6 The funds or other assets Purchaser will transfer to Seller under this Contract are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person.

5.3.7 The funds or other assets Purchaser will transfer to Seller under this Contract are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7).

5.4 **Survival of Purchaser's Representations.** Purchaser's Representations shall survive Closing.

ARTICLE VI CONDITIONS PRECEDENT TO CLOSING

6.1 **Purchaser's Conditions to Closing.** Purchaser's obligation to close under this Contract shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

6.1.1 All of the documents required to be delivered by Seller to Purchaser at the Closing pursuant to the terms and conditions hereof shall have been delivered or waived by Purchaser;

6.1.2 Each of Seller's Representations shall be true in all material respects as of the Closing Date;

6.1.3 Seller shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by Seller hereunder; and

6.1.4 Seller shall not be a debtor in any bankruptcy proceeding nor shall have been in the last 12 months a debtor in any bankruptcy proceeding.

6.1.5 There shall not be pending, or to the knowledge of either Purchaser or Seller, any litigation or threatened litigation which, if determined adversely, would restrain the consummation of the transaction contemplated by this Contract, or declare illegal, invalid or nonbinding any of the covenants or obligations of the Seller.

If any condition set forth in above is not met, Purchaser may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date with no offset or deduction from the Purchase Price or with a mutually agreed offset or deduction from the Purchase Price, (b) terminate this Contract and receive a complete return of any Purchase Price paid to the Escrow Agent or (c) if such failure constitutes a default by Seller, exercise any of its remedies under this Contract.

6.2 **Seller's Conditions to Closing.** Seller's obligation to close with respect to conveyance of the Property under this Contract shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

6.2.1 All of the documents and funds required to be delivered by Purchaser to Seller at the Closing pursuant to the terms and conditions hereof shall have been delivered;

6.2.2 Each of the representations, warranties and covenants of Purchaser contained herein shall be true in all material respects as of the Closing Date;

6.2.3 Purchaser shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by Purchaser hereunder;

6.2.4 There shall not be pending or, to the knowledge of either Purchaser or Seller, any litigation or threatened litigation which, if determined adversely, would restrain the consummation of any of the transactions contemplated by this Contract or declare illegal, invalid or nonbinding any of the covenants or obligations of the Purchaser.

If any of the foregoing conditions to Seller's obligation to close with respect to conveyance of the Property under this Contract are not met, Seller may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date, or (b) terminate this Contract, and, if such failure constitutes a default by Purchaser, exercise any of its remedies under this Contract.

ARTICLE VII DEFAULTS AND REMEDIES

If either party's representations or warranties contained herein are untrue (either when made or at Closing) or if any party shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein which are to be performed by such party prior to Closing, then the other party, at its option may (i) elect to close the purchase of the Property pursuant to the provisions of this Contract, or (ii) terminate this Contract, and pursue damages and/or any remedies available at law or in equity.

ARTICLE VIII GENERAL PROVISIONS

8.1 **Binding Effect of Contract.** This Contract shall not be binding on either party until executed by both Purchaser and Seller. The Escrow Agent's execution of this Contract shall not be a prerequisite to its effectiveness. This Contract shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and permitted assigns.

8.2 **Exhibits and Schedules.** All Exhibits and Schedules, whether or not annexed hereto, are a part of this Contract.

8.3 **Assignability.** Neither party may assign this Contract without the consent of the other party, which will not be unreasonably withheld.

8.4 **Captions.** The captions, headings, and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.5 **Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.6 **Notices.** Any notice to be provided hereunder shall be delivered via US Mail, return receipt requested to the parties at the following addresses:

To Purchaser: City of Gillette
 Attn: City Administrator
 201 E. Fifth St.
 Gillette, WY 82716

To Seller: Greg Petersen
 PO BOX 447
 Rozet, WY 82727

To Escrow Agent: First American Title Insurance Company
406 S. Gillette Ave.
Gillette, WY 82716

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

8.8 **Entire Agreement.** This Contract embodies the entire Contract between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.

8.9 **Amendments.** This Contract shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written contract executed by all of the parties; provided, however, that, (a) the signature of the Escrow Agent shall not be required as to any amendment of this Contract other than an amendment of Section 2.3, and (b) the signature of the Broker shall not be required as to any amendment of this Contract.

8.10 **Severability.** In the event that any part of this Contract shall be 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 Contract and the remaining portions of this Contract shall be valid and enforceable.

8.11 **Multiple Counterparts/Facsimile Signatures.** This Contract may be executed in a number of identical counterparts. This Contract may be executed by facsimile signatures or electronic delivery of signatures which shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

8.12 **Construction.** No provision of this Contract shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Contract; both parties, having fully participated in the negotiation of this instrument.

8.14 **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Contract and any aspect thereof.

8.15 **Waiver.** No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing and all waivers must be in writing and signed by the waiving party.

Purchaser:

Shay Lundvall, Mayor
City of Gillette Wyoming

Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Shay Lundvall, Mayor of the City of Gillette and Alicia Allen, City Clerk of the City of Gillette on December ____, 2025.

Witness my hand and official seal.

Notary Public

Commission ID:

My Commission Expires:

ESCROW AGENT SIGNATURE PAGE

The undersigned executes the Contract to which this signature page is attached for the purpose of agreeing to the provisions of Section 1.3 of the Contract and Seller's closing instruction letter delivered at Closing, and hereby establishes _____, 2025 as the date of opening of escrow and designates _____ as the escrow number assigned to this escrow.

ESCROW AGENT:

By: _____

Printed: _____

Title: _____

EXHIBIT “A”

[insert legal description]

SCHEDULE 3.5 MATERIALS

1. Contracts, service agreements, and files pertaining thereto ("**Property Contracts**")
2. Real estate tax billings and assessments.
3. Insurance and claims documentation.
4. All existing warranties and guarantees from architects, contractors, and material and equipment supplies, all of which would be assigned to Purchaser.
5. All existing environmental Phase I report, engineering reports, soil, radon, mold, asbestos, hazardous substance, or other tests, studies or reports.
6. Any existing surveys of the Property.
7. Any existing title work and copies of documents listed as exceptions on said title work.
8. Any and all documents related to platting, zoning, variances, special exceptions and permits regarding the Property.
9. Such additional information, documentation, or access as Purchaser may reasonably require.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: January 6, 2026

TITLE:

Council Meeting Safety & Public Meeting Rules.

CASE BACKGROUND:

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Meeting Safety & Public Meeting Rules](#)



CITY CLERK'S OFFICE

CITY COUNCIL MEETING SAFETY & PUBLIC MEETING RULES

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

Speakers

- Persons seeking to be recognized for public comment must, without exception:
 - State their name
 - State their physical address
 - If speaking on behalf of an organization, identify their position or affiliation
- The public comment period will be limited to ten (10) minutes total.
- Speakers must remain behind the podium/lectern.
- Speakers shall refrain from making comments of a personal nature that reflect upon the character of a Councilperson, the Mayor, City staff, or another speaker. Personal criticism, ridicule, intimidating behavior, and name calling is forbidden.
- Speakers shall refrain from the use of indecent or obscene language, "fighting words" or other language which is disruptive to the orderly discussion at the meeting.

Audience Members

- Audience members will refrain from distracting side conversations or speaking out when another person is talking.
- Audience members will refrain from shouting, booing, or other similar unruly behavior that impedes or disrupts the orderly conduct of the meeting.

Enforcement of Meeting Rules

- The Governing Body will request that a person violating any Meeting Rules cease the violation.
- Failure to comply with the Governing Body's warning may result in removal from the Council Chambers, criminal prosecution pursuant to Gillette City Code Section 14-5, recess of the meeting, or any remedy available under Wyoming law.