



**CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.
Tuesday, February 3, 2026
6:00 PM**

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Invocation and Pledge of Allegiance led by Chaplain Jerry Taylor of CCMH.

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 - January 20, 2026

2. Council Consideration of a Letter of Support for Dark Fiber Infrastructure Investment in Campbell County for Mountain Gas Partners.

Staff Reference: Michael H. Cole, City Administrator

3. Council Consideration Authorizing the Mayor to Sign a Letter of Support for the Crestview Improvement & Service District's MRG Application for the Crestview Collection System Repairs and Lagoon Abandonment Project.

Staff Reference: Michael H. Cole, City Administrator

4. Bills and Claims

Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

- 1. Vocational Rehabilitation Presentation - Callie Davis, Policy, Training & Innovation Manager, Wyoming Workforce Services Division of Vocational Rehabilitation**

Staff Reference: Michael H. Cole, City Administrator

- 2. Things to Know Video for February, 2026.**

Staff Reference: VIDEO - Jennifer Toscana, Public Affairs Director

H. UNFINISHED BUSINESS

I. NEW BUSINESS

- 1. Council Consideration of a Parade Permit for the 4th of July Parade on 2nd Street from Burma Avenue to Osborne Avenue on July 4th 2025, with street closures for staging, starting at 7:00 a.m. to 12:00 p.m., Requested by Campbell County Parks and Recreation.**

Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

- 2. Council Consideration for the Acceptance of Public Improvements for the Fox Park Water Monitoring Building Project, Installed by Hladky Construction, Inc., in the Amount of \$422,442.88 (1% Project).**

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

- 3. Council Consideration for the Acceptance of Development Improvements for the 95 Skyline Drive, Installed by DRM, Inc., on Behalf of the Developer, Double Bull Properties.**

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

- 4. Council Consideration for the Acceptance of the Fleet Operations Assessment performed by RTA.**

Staff Reference: Sawley Wilde, Public Works Director

- 5. Council Consideration of a Bid Award for the Overdale Drive and Oregon Avenue Mill and Overlay Project to Simon Contractors, in the Amount of \$745,155.55 (1% Project).**

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

- 6. Council Consideration of a Professional Services Agreement for Design Services Associated with the Warren Avenue Waterline Replacement Project with KLJ Engineering, LLC, in the Amount of \$188,450.00 (1% Project).**

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

- 7. Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the RC Ranch North Mill and Overlay Project with WWC**

Engineering in the Amount of \$63,500.00 (1% Project).

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

8. Council Consideration of a Jail Services Contract for Gillette Municipal Adult Prisoners and Juvenile Detainees Between Campbell County and the City of Gillette.

Staff Reference: Sean Brown, City Attorney

9. Council Consideration of a Resolution Approving and Authorizing the Resubdivision of Lot 3, Block 2 of West Valley Subdivision to be known as Lots 3A and 3B, Block 2 of West Valley Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

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

10. Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision Plat of Legacy Ridge, Phase V, A Resubdivision of Lot 2, Legacy Ridge Phase IV; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

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

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: February 3, 2026

TITLE:

Invocation and Pledge of Allegiance led by Chaplain Jerry Taylor of CCMH.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Regular Meeting Minutes - January 20, 2026

ATTACHMENTS:

[260120 Regular Meeting](#)

A Regular Meeting of the City Council was held on Tuesday the 20th day of January 2026, in the City Hall Council Chambers.

Present were Councilmembers Smith, McLeland, Gross (via teleconference), Carsrud, Clary, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Chief of Police Deaton; Directors Henderson, Muzzarelli, Toscana, Wasson, and Wilde; and City Clerk Allen.

Invocation and Pledge of Allegiance

The Invocation and Pledge of Allegiance was led by Reverend Phil Jones of Roadway Alliance Church.

Approval of General Agenda

Councilmember Clary 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 – January 6, 2026

ORDINANCE 3RD READING

ORDINANCE NO. 4075

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)

ORDINANCE NO. 4076

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)

Bills and Claims

Adam Bache, 3,000.00; Agosto Holdings, LLC, 3,548.06; AlSCO, 1,722.82; Amanda Muhlbauer, 2,814.15; American Public Power Association, 17,442.60; American Welding & Gas Inc, 39.86; Anixter Power Solutions, 10,006.00; Apex Mechanical, LLC, 106,184.79; April Shippy, 20.00; Arete Design Group, 15,864.41; Atlas Office Products, 1,683.31; Baker Hughes, A Ge Company, LLC, 1,190.00; Ball, Chris, 128.43; Benton, Megan, 86.42; Big Horn Tire Inc, 4,855.18; Bighorn Hydraulics Inc, 203.35; Bighorn Mountain Electric LLC, 3,009.32; Black Cat Construction LLC, 12,190.00; Black Hills Power & Light, 21,819.46; Blue Cross Blue Shield Of Wyoming, 78,774.08; Blue Cross Blue Shield Of Wyoming, 106,710.58; Border States Electric, 615.90; Burlington Northern Santa Fe, 2,000.00; Byrds Dawg Boarding LLC, 30.30; C & K Equipment Sales, Inc., 885.35; Campbell County Joint Powers Fire Board, 1,282,697.01; Campbell County Public Health, 90.00; Campbell County Public Land Board Complex, 398,800.07; Campbell County Senior Citizen Center, 2,686.00; Car-Knack Inc, 175.00; CBH Co-Op, 2,077.02; CDW Government Inc, 33,479.56; CenturyLink, 2,752.01; Charter Media, 1,299.00; City Clerk Office, 4,909.42; City Of Gillette, 35.31; Consolidated Electrical Distributors, Inc, 8,865.32; Consolidated Engineers Inc, 18,965.25; Cooperative Personnel Services, 122.50; Core & Main, 433.41; Coulter West, 5,702.75; Craig Furman, 75.00; Crescent Electric Supply, 5,689.22; Critical Facilities Technology, 21,255.00; Dads Truck And Auto LLC, 163.52; Derek Ellis, 345,300.58; DRM Inc, 271,511.33; Edi Mendoza, 36,435.00; Ellis, Shawn W, 36.48; Energy Chain & Sling LLC, 131.44; Energy Laboratories Inc, 3,218.00; Falcon Environmental Corporation, 1,628.27; Ferguson Enterprises, Inc #1116, 360.00; FireMaster Dept 1019, 3,580.30; First National Bank Of Gillette, 29,782.50; First Northern Bank Of Wyoming, 14,290.07; Flagshooter LLC, 336.36; Force America Inc, 340.10; Frandson Safety Inc, 2,042.84; Gades Sales Company Inc, 516.00; Gillette Contractors Supply Inc, 17,203.88; Gillette Steel Center, 32.50; Gomez Hernandez, Gabriela, 58.25; Greiner Motor Company, 822.07; HD Supply Inc, 376.10; HDR Engineering Inc, 66,711.18; HealthEquity, Inc., 3,220.96; HealthEquity, Inc., 988.02; HealthEquity, Inc., 966.84; HealthEquity, Inc., 20,338.00; HealthEquity, Inc., 888.51; HealthEquity, Inc., 350.00; HealthEquity, Inc., 554.84; HealthEquity, Inc., 224.25; Highview MHC LLC, 13.81; Hladky Construction, 9,253.74; Hogen, Nicholas Jr, 188.76; Homax Oil,

268.00; Hot Iron, 164,171.46; Hub International Mountain States Limited, 3.00; Hughes Fire Equipment, Inc., 163.06; Interstate Engineering, Inc, 2,625.00; Jack's Truck Center Inc, 482.79; Jenner Equipment Co, 4,974.49; Jeremy Onsgard, 300.00; Jose Guerrero, 2,606.00; Karen's Delivery Service, 150.00; Keeper Security, Inc, 21,000.00; Kegler, Brandon, 101.79; KLJ Engineering LLC, 45,644.44; Kone Inc, 3,545.40; Mandros Painting Inc, 66,007.00; Manning Wrecker Service LLC, 660.00; MCM General Contractors, 44,439.01; Millborn Seeds Inc, 1,130.00; Morrison Maierle Inc, 32,549.31; Nathan G Steiner, 6,255.85; Norco Inc, 654.83; One Call Of Wyoming Copr, 504.00; Online Information Services Inc, 340.80; Paintbrush Sewer & Drain, 1,492.90; Partsone LLC, 2,345.36; PCA Engineering Inc, 22,234.73; Postal Pros Southwest Inc, 4,051.79; Powder River Energy Corporation, 3,800.78; Powder River Heating & Conditioning Corporation, 85,090.00; ProElectric Inc, 4,248.11; Purvis Industries, LLC, 7.99; Rapid Fire Protection Inc, 2,565.00; Redinger, Gavin, 78.63; Resendiz, Brayan, 134.25; Rms Instrument & Electrical, LLC, 8,827.00; Roberts Kennedy, Tanner, 98.44; Roger Mortimer, 824.15; Ryan Schrock, 431.10; S & S Builders, 297,159.94; Schulte Ta Inc, 87,933.75; Security State Bank, 8,640.61; Simon Contractors, 433.33; Smarsh Inc., 73.90; Source Office Products, 71.92; Spencer Fluid Power, 572.98; Sterling Infosystems, Inc, 539.81; Stuart C. Irby Co, 12,061.76; T & R Electric Supply Co Inc, 50.00; Terry Sjolín, 100.00; Tesla, Inc, 8,354.58; That Embroidery Place, 45.00; Thomson West, 774.76; Thunder Basin Ford LLC, 6,408.32; TMMI, LLC, 12,361.70; Tyler Technologies Inc, 1,250.00; UMB Bank, 84,885.69; United Central Industrial Supply Co, 456.67; Van Ewing Construction, 268,707.57; Verizon Wireless, 1,873.81; Visionary Communications, 1,092.96; Wesco Receivables Corp, 7,578.12; Western Stationers, 521.86; White's Frontier Motors, 1,146.29; WWC Engineering, 12,692.50; Wyoming Secretary Of State, 60.00; Xerox Corporation, 156.20

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

Approval of Conflict Claims

Councilmember Carsrud made a motion to approve a conflict claim for Mayor Lundvall in the amount of \$312,799.94; seconded by councilmember McLeland. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. Mayor Lundvall abstained. The motion carried.

Comments

Council

Councilmember Gross recognized the Employee Recognition Committee for their efforts in hosting a successful City of Gillette Awards Banquet. Mayor Lundvall and Councilmember Smith agreed.

Liaison

Councilmember West attended the Gillette Main Street Board meeting where they reviewed their successes with holiday promotions. West added information regarding the potential bill to dismantle the Wyoming Business Council, and the effects it would have on Main Street USA, Gillette Main Street, and other attractions in Campbell County.

Councilmember McLeland stated that the Fire Board scheduled their next workshop for February 20th where they will review their budget.

Proclamations / Presentations

Alexandria Linder, YES House Mentorship Program Coordinator, spoke about the positive impact mentorship has on the youth. Mayor Lundvall then proclaimed January 2026 as National Mentoring Month.

Scott Rood, Ron Turley Associates, Inc., highlighted a Fleet Assessment Presentation where he addressed current findings and his recommendations moving forward. Rood answered follow up questions from council members Clary, McLeland, Gross, and Smith.

Public Hearings and Considerations

Mayor Lundvall opened a Public Hearing to Consider Amendments to the Gillette City Budget for FY2025-2026. Jody Lynn Kuntz expressed her wishes to see the City of Gillette utilize their natural resources. Hearing no further comments, he closed the Public Hearing.

RESOLUTION NO. 2927

A RESOLUTION TO APPROVE AMENDMENTS TO THE GILLETTE CITY BUDGET FOR FY2025-2026

Councilmember West made a motion to approve the foregoing Resolution; seconded by Councilmember Carsrud. Administrator Cole explained the appropriation of the money which totals up to be about \$1,500,000.00. All voted aye. The motion carried.

New Business

Minute Action

Councilmember West made a motion to approve the Acceptance of Development Improvements for the Gillette Travel Center, Installed by DRM, Inc., on Behalf of the Developer, D A Peterson Company, LLC; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Carsrud made a motion to approve the Acceptance of a Permanent Sewer Utility Easement for 200 N. Garner Lake Rd, Prepared by DOWL, on Behalf of the Developer, D A Peterson Company, LLC; seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember West made a motion to approve the Acceptance of the Wastewater Treatment Facility Administration Building HVAC Replacement and Improvements Project Installed by Powder River Heating and Air Conditioning, in the Amount of \$377,545; seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember Carsrud made a motion to approve the Acceptance of the Gurley Overpass Study, Prepared by HDR, Inc., in the Amount of \$56,270.27 (1% Project); seconded by councilmember Clary. All voted aye. The motion carried.

RESOLUTION NO. 2928

A RESOLUTION GRANTING AUTHORITY TO CITY STAFF TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT TO PROCEED WITH OPTION 3, AS DESCRIBED IN THE 2026 GURLEY OVERPASS EVALUATION STUDY FOR THE GURLEY OVERPASS PROJECT

Councilmember West made a motion to approve the foregoing Resolution; seconded by councilmember McLeland. Administrator Cole explained that due to the project's size, cost, and federal funding, there is a need for staff to negotiate and review the Professional Services Agreement before presenting it to the council to consider. Councilmember Clary expressed an idea for the public to have input on which option they prefer for the Gurley bridge. Council members took turns expressing their views on how to proceed before agreeing to proceed with the negotiations for the foregoing project. All voted aye. The motion carried.

Councilmember Clary made a motion to approve a Professional Services Agreement for Design Services Associated with the Red Hills Tank Project with Morrison-Maierle, Inc. in the Amount of \$282,000.00; seconded by councilmember West. Administrator Cole explained that the city received a grant for the construction. All voted aye. The motion carried.

Councilmember Carsrud made a motion to approve a Bid Award for the Sutherland Subdivision Resurfacing Project to Croell, Inc. in the amount of \$1,531,960.85 (1% Project); seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember West made a motion to Authorize the purchase of a used 2024 Ford Expedition Max from Ken Garff Ford, Cheyenne, Wyoming, in the amount of \$56,855.00 for the replacement of Unit 59 for the Police Department; seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember Clary made a motion to Authorize the Mayor to Sign Amendment No. 23 to the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.; seconded by councilmember McLeland. All voted aye. The motion carried.

RESOLUTION NO. 2929

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOURTH AMENDED AND RESTATED GENERATION DISPATCH AND ENERGY MANAGEMENT AGREEMENT WITH BLACK HILLS POWER, INC.

Councilmember Carsrud made a motion to approve the foregoing Resolution; seconded by councilmember Clary. Administrator Cole explained that the next few action items pertain to Generation Dispatch and Energy Management Agreement (GDEMA). Andy Butcher and Eric Scherr with Black Hills Power presented key changes to the GDEMA. All voted aye. The motion carried.

Councilmember West made a motion to Authorize the Mayor to Execute a Service Agreement for Network Integration Transmission Service with Black Hills Power, Inc.; seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember West made a motion to Authorize the Mayor to Execute the Network Operation Agreement with Black Hills Power, Inc.; seconded by councilmember Clary. All voted aye. The motion carried.

Mayor Lundvall declared a 5-minute break at 7:36 p.m. The meeting resumed at 7:42 p.m.

Councilmember West made a motion to Authorize the Mayor to Execute a Quitclaim Deed Between the City of Gillette, Wyoming, and the Gillette Community College District Regarding Real Property Commonly Known as Tanner Village and Inspiration Hall upon Removal of Certain Title Encumbrances; seconded by councilmember Carsrud. Attorney Brown explained that if the Quitclaim Deed passes, the City's interest in Student Housing will be transferred to the Gillette College. Janell Oberlander, President of Gillette College spoke in favor. Council members Smith, McLeland, Carsrud, Clary, West, and Mayor Lundvall voted aye. Councilmember Gross abstained. The motion carried.

Councilmember West made a motion to Authorize the Mayor to Execute a Quitclaim Deed Between the City of Gillette, Wyoming, and Campbell County Economic Development Corporation d/b/a Energy Capital Economic Development Regarding .60 acres of Vacant Land Near 345 Sinclair St., Gillette, WY 82718; seconded by councilmember McLeland. Attorney Brown explained the consideration, stating that ECED is in the process of applying for grant funding for a parking lot. This transfer will facilitate that. Mr. Brown explained that this lot is heavily encumbered with city utilities, therefore it cannot be used for structures, and an appraisal showed that the property has a very low, if not \$0.00 fair market value. Administrator Cole clarified that because Sinclair Road is encumbered under separate easements, the city will continue to be responsible for maintenance of the subsurface utilities. All voted aye. The motion carried.

Councilmember West made a motion to approve a Lease Between Graceland, A Nonprofit Corporation and The City of Gillette, Wyoming, regarding 2910 South Douglas Highway, Gillette, WY 82718; seconded by councilmember Carsrud. Attorney Brown explained that council approved two purchase and sale agreements at the last City Council meeting. Brown added that this item is to approve the Lease for the entity that provides the space for AA meetings. All voted aye. The motion carried.

RESOLUTION NO. 2930

A RESOLUTION APPROVING AND AUTHORIZING THE FINAL PLAT OF PRONGHORN RANCH PHASE III, TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 6/0/1 ABSTENTION)

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

RESOLUTION NO. 2931

A RESOLUTION APPROVING AND AUTHORIZING THE MEYERS SUBDIVISION TO BE KNOWN AS LOTS 1 & 2 OF THE MEYERS SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 6/0)

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

Councilmember West made a motion to Appoint Councilwoman Gross as the City Council President for 2026; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Carsrud made a motion to Appoint councilmember Smith as the Primary Liaison and Mayor Lundvall as the Alternate Liaison for the Boys and Girls Club for Calendar Year 2026; seconded by councilmember West. All voted aye. The motion carried.

Councilmember Carsrud made a motion to Appoint councilmember Clary as the Primary Liaison and councilmember West as the Alternate Liaison for the Campbell County Senior Center for Calendar Year 2026; seconded by councilmember Smith. All voted aye. The motion carried.

Councilmember Carsrud made a motion to Appoint councilmember Gross as the Primary Liaison and councilmember Clary as the Alternate Liaison for the Campbell County Joint Powers Public Land Board for Calendar Year 2026; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember West made a motion to Appoint councilmember Smith as the Primary Liaison and Mayor Lundvall as the Alternate Liaison for the Campbell County Prevention Council for Calendar Year 2026; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Carsrud made a motion to Appoint councilmember Gross as the Primary Liaison and councilmember Smith as the Alternate Liaison for the Community Mental Health Steering Committee for Calendar Year 2026; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Carsrud made a motion to Appoint councilmember Gross as the Primary Liaison and councilmember West as the Alternate Liaison for the Council of Community Services for Calendar Year 2026; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Carsrud made a motion to Appoint West as the Primary Liaison and Mayor Lundvall as the Alternate Liaison for the Gillette Main Street for Calendar Year 2026; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Carsrud made a motion to Appoint councilmember West as the Primary Liaison and councilmember Clary as the Alternate Liaison for the Campbell County Joint Powers Lodging Tax Board for Calendar Year 2026; seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Carsrud made a motion to Appoint councilmember Clary, councilmember Smith, and councilmember McLeland, to the City's Finance / Audit Committee for Calendar Year 2026; seconded by councilmember West. All voted aye. The motion carried.

Public Comment

Rolf Arands stated his favor for Option 3 for the Gurley Overpass while adding suggestions and ideas he would like to see addressed with the bridge design.

Jody Lynn Kuntz contributed her ideas toward upcoming City projects.

Administrator's Report

Administrator Cole explained that the website InformGillette.com has been relaunched with information about the Optional 1% Sales Tax and how it is used in the community.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 8:14 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, February 3, 2026, in the City Hall Council Chambers.

(S E A L)
ATTEST:

Shay Lundvall, Mayor

Alicia Allen, City Clerk
Publication Date: January 27, 2026



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration of a Letter of Support for Dark Fiber Infrastructure Investment in Campbell County for Mountain Gas Partners.

CASE BACKGROUND:

Mountain Gas Partners is attempting to develop a new data center facility northeast of Gillette. Energy for this data center will be provided by new natural gas generators owned, operated and maintained by the developer that would utilize existing natural gas resources in the area. A bottleneck that this group has identified is enhanced interstate fiber optic connectivity. There are existing fiber optic lines in the vicinity, but the size and scale of this project will require a major investment to expand fiber coverage to support this project.

The "Mountain Gas Partners" group is not requesting City financial assistance, as this project is several miles northeast of Gillette and is not located within our service area. However, they are asking for a letter of support on behalf of the City in support of their project.

It should be noted during the County Commission meeting this week, the Commissioners did authorize a similar letter of support for this endeavor.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Letter of Support Draft](#)

[Fiber Infrastructure Advocacy Distribution List](#)

[Mountain Gas Partners AI Broadband Presentation](#)



CITY OF GILLETTE

www.gillettewy.gov

[Recipient Name]
[Title]
[Agency / Office Name]
[Address]
[City, State ZIP]

February 3, 2026

Dear [Title and Last Name]:

On behalf of the City of Gillette, I write to express strong support for advancing dark fiber infrastructure investment in Campbell County, Wyoming. The expansion of high-capacity, redundant dark fiber is foundational to the region's economic vitality and is essential to supporting Wyoming's continued leadership in energy, infrastructure, and digital innovation.

Gillette plays a central role in Wyoming's energy and industrial economy, supported by established resource production, transportation corridors, and industrial facilities. However, the lack of scalable and resilient dark fiber connectivity limits the region's ability to attract data-intensive industries and modern infrastructure investment. The ability to support data centers and related digital infrastructure in the region would provide meaningful long-term benefits to Gillette, including job creation, increased tax base, and diversification of the local economy. As industries increasingly rely on advanced computing, automation, and real-time data exchange, dark fiber must be regarded as core infrastructure, comparable to transportation, power, and utility systems.

Strategic collaboration between federal, state, and local partners is necessary to advance these projects. Support through programs administered by the Department of Energy, the Economic Development Administration, USDA ReConnect, and the Wyoming Business Council - working in coordination with the Wyoming Energy Authority and the Governor's Office - can help bridge existing infrastructure gaps and accelerate deployment.

We respectfully request your support in advancing funding opportunities, policy alignment, and interagency coordination to enable this critical infrastructure investment. Strengthening dark fiber capacity in Campbell County will support economic diversification, improve public-service delivery, and position Wyoming communities to compete for next-generation industrial and technology-driven development.

Thank you for your continued leadership and commitment to Wyoming's future. The City of Gillette looks forward to working with your office to advance these important infrastructure priorities.

Sincerely,

Shay Lundvall
Mayor, City of Gillette

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

Fiber Infrastructure Advocacy Distribution List

U.S. Department of Energy (DOE)

Office of the Secretary
1000 Independence Avenue, SW
Washington, DC 20585
<https://www.energy.gov>

Economic Development Administration (EDA)

U.S. Department of Commerce
1401 Constitution Avenue, NW
Washington, DC 20230
<https://www.eda.gov>

USDA ReConnect Program

Rural Utilities Service (RUS)
U.S. Department of Agriculture
1400 Independence Avenue, SW
Washington, DC 20250
<https://www.usda.gov/reconnect>

Wyoming Business Council / Wyoming Broadband Office

214 W. 15th Street
Cheyenne, WY 82002
<https://wyomingbusiness.org>

Office of the Governor of Wyoming

State Capitol Building
200 W. 24th Street
Cheyenne, WY 82002
<https://governor.wyo.gov>

Wyoming Energy Authority

325 W. 18th Street, Suite 1
Cheyenne, WY 82001
<https://energy.wyo.gov>

Wyoming Congressional Delegation

U.S. Senator John Barrasso
307 Dirksen Senate Office Building
Washington, DC 20510

U.S. Senator Cynthia Lummis
127A Russell Senate Office Building
Washington, DC 20510

U.S. Representative Harriet Hageman
418 Cannon House Office Building
Washington, DC 20515

Wyoming Joint Appropriations Committee

Wyoming Legislature
State Capitol
200 W. 24th Street
Cheyenne, WY 82002
<https://wyoleg.gov>

Wyoming Secretary of State

122 W. 25th Street, Suite 100
Cheyenne, WY 82002
<https://sos.wyo.gov>

Mountain Gas Partners

AI Data Center Initiative

Location: Campbell County, Wyoming

Purpose: A Cutting-edge AI data center powered by natural gas with direct access to robust infrastructure and decarbonization assets.

Power Capacity: Up to 1.2 GW of scalable, reliable energy

Charles Sorenson

atlas@oneatlas.net
307-660-4331 cell
P.O. Box 2649, Gillette, WY 82717

307-685-2121 office
400 South Kendrick Ave. Suite 303
Gillette, WY 82716

Strategic Infrastructure

- 200,000 MCF/day natural gas pipeline (68-mile, owned)
- Multiple regional fiber options with high-speed backbone access



Power & Efficiency

- 1.2 GW scalable natural gas-powered capacity
- 99.999% uptime for hyperscale reliability
- Modular design for phased expansion



Fiber Connectivity

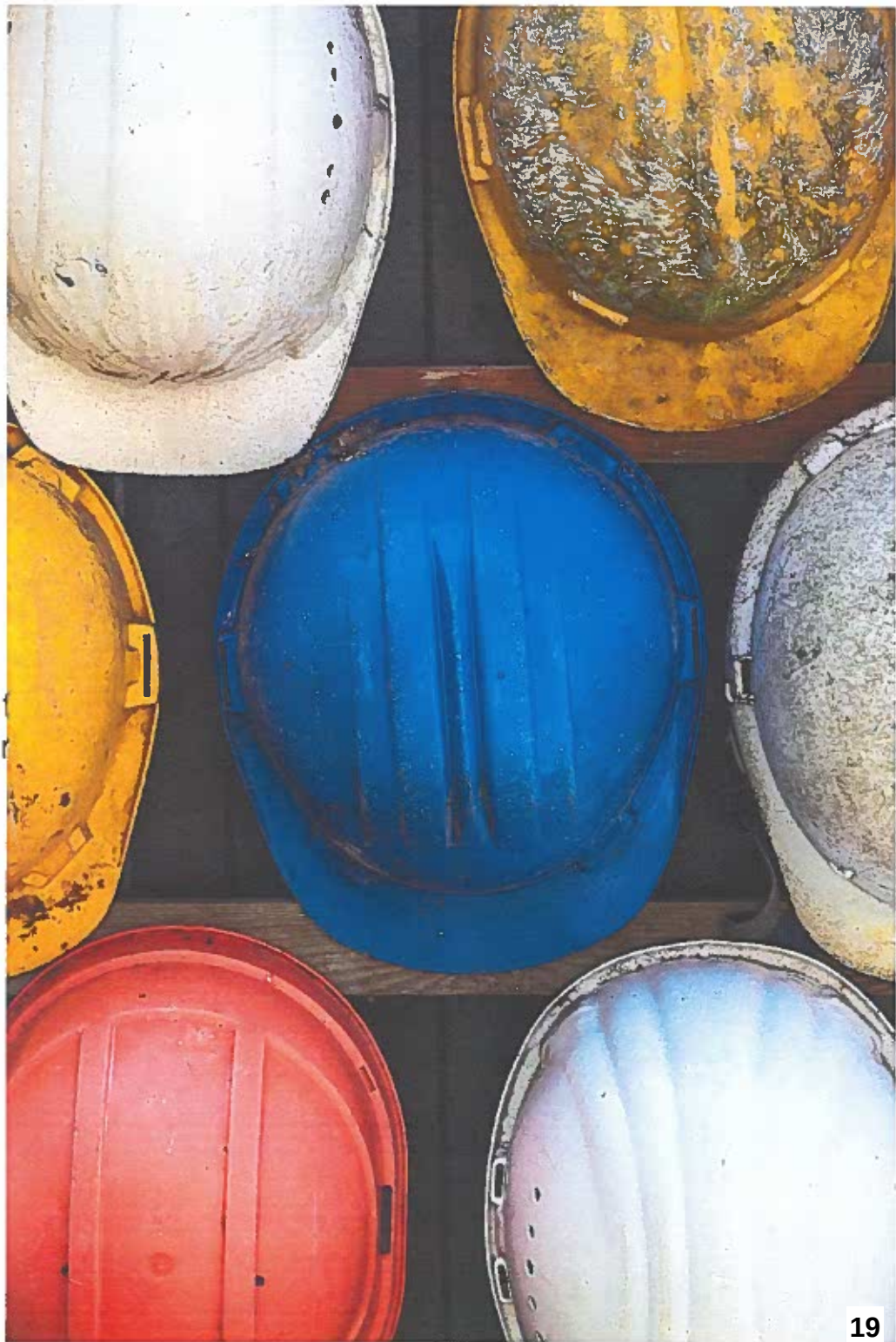
- Proximity to regional and long-haul fiber corridors
- Fiber connectivity is essential for AI, data center, and advanced energy development
- Fiber availability is a key site-selection factor for private operators
- County recognition strengthens private investment and carrier engagement
- Supports long-term economic diversification and competitiveness



Job Creation

- Construction Phase (multi-year, peak employment)
- Data center, power plant, pipeline, fiber & civil work
- Estimated jobs: 1,500–2,000**
- Permanent Operations (at stabilized operations)
- Data center operations, facilities, security, IT
- Power plant & pipeline operations
- Estimated permanent jobs: 400–600**

Source: Industry benchmarks and public hyperscale disclosures (McKinsey & Company; Microsoft), informed by U.S. labor statistics



Annual Economic Impact

- Long-term hyperscale leases and power operations drive significant local impact.
- Local services, maintenance, and supply chain spending support ongoing growth.
- Estimated annual economic activity:
- **\$1.0–\$1.5 billion**
- Public Revenue Breakdown:
- Property Taxes: \$15–\$20 million
- Sales & Use Taxes: \$5–\$10 million
- State Fuel / Energy Taxes: \$5–\$8 million
- **Total Estimated Annual Public Revenue:**
- **\$25–\$38 million**

Source: Public economic development analyses and industry benchmarks for large-scale data center and energy infrastructure projects





The Strategic Advantage: Wyoming's AI-Ready Hub

- Low-cost, reliable energy access
- Job creation for Campbell County
- First-mover advantage in emerging AI hub

Proposed Site Location: 8466 US HWY 14-16 N



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration Authorizing the Mayor to Sign a Letter of Support for the Crestview Improvement & Service District's MRG Application for the Crestview Collection System Repairs and Lagoon Abandonment Project.

CASE BACKGROUND:

The Crestview Improvement & Service District has requested a letter of support from the City for their MRG Grant Application. Their project will address known deficiencies in the existing sewer collection system, including low spots or “sags” that affect collection system performance, and permanently eliminate a point-source discharge associated with the existing lagoon, improving regionalization. These improvements will enhance system reliability for an essential public service, alleviate a deficiency posing a threat to public health and private property, and improve compliance with Wyoming Department of Environmental Quality regulations.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Crestview Letter of Support - MRG Application](#)



CITY OF GILLETTE

www.gillettewy.gov

February 3, 2026

Office of State Lands & Investments
Grants & Loans Division
Attn: Ms. Hood
122 W. 25th Street
Herschler Building, 1st Floor East
Cheyenne, WY 82002

RE: **Crestview Improvement and Service District – Collection System Repairs and Lagoon Abandonment MRG Application**

Dear Ms. Hood,

I am writing in support of the Crestview Improvement and Service District's (Crestview ISD) application for Mineral Royalty Grant (MRG) funding for the Crestview Collection System Repairs and Lagoon Abandonment Project. As part of the MRG application, the City of Gillette formally supports this effort and recognizes the Project as an important infrastructure improvement within city limits.

The project will address known deficiencies in the existing sewer collection system, including low spots or "sags" that affect collection system performance, and permanently eliminate a point-source discharge associated with the existing lagoon, improving regionalization. These improvements will enhance system reliability for an essential public service, alleviate a deficiency posing a threat to public health and private property, and improve compliance with Wyoming Department of Environmental Quality regulations.

Crestview ISD has demonstrated a strong local commitment by funding significant portions of the project using cash reserves raised since 2018. The project has been designed in accordance with DEQ requirements and City of Gillette Construction Standards. Furthermore, the City of Gillette Engineering Division has reviewed the MRG application materials and is comfortable with and supportive of their submission.

Please do not hesitate to reach out to our City Administrator Mike Cole if you have any questions or require additional information. He can be reached at 307.686.5203 or mikec@gillettewy.gov.

Sincerely,

Shay Lundvall
Mayor

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 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](#)

[UMB Bank](#)

Expenditure Approval Report

Check Approval Date of 02/03/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
4555-ATLAS OFFICE PRODUCTS			
	202473	OS INVENTORY	9.76
		VENDOR TOTAL:	9.76
1511-NORCO INC			
	202520	CUSTODIAL INVENTORY	237.96
	202522	CUSTODIAL INVENTORY	1,079.80
	202524	CUSTODIAL INVENTORY	308.49
	202525	CUSTODIAL INVENTORY	825.54
		VENDOR TOTAL:	2,451.79
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL			
	202332	DECEMBER 2025 OFFICER TRAINING FEES	45.00
		VENDOR TOTAL:	45.00
2627-WYOMING DIVISION VICTIM SERVICE			
	202333	OCTOBER - DECEMBER 2025 CRIME VICTIMS COMPENSATION	80.00
		VENDOR TOTAL:	80.00
2435-WYOMING STATE			
	202334	OCT - DEC 2025 INDIGENT CIVIL LEGAL SERVICE FEE	2,920.00
	202335	OCT - DEC 2025 AUTOMATION FEES	8,876.94
		VENDOR TOTAL:	11,796.94
		DIVISION TOTAL:	14,383.49
		DEPARTMENT TOTAL:	14,383.49

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
02-ADMINISTRATION			
5147-LAP PACIFIC ENTERPRISES, LLC			
	202346	NEW TABLE RUNNERS PRESSING	5.01
	202347	NEW TABLE RUNNERS PRESSING	5.01
		VENDOR TOTAL:	10.02
		DIVISION TOTAL:	10.02
04-SPECIAL PROJECTS			
3892-SQUARE GROVE LLC			
	202534	ENGINEERING - UPLIFT DESKS * MATT O	1,068.00
		VENDOR TOTAL:	1,068.00
		DIVISION TOTAL:	1,068.00
		DEPARTMENT TOTAL:	1,078.02

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
2583-BEST BEST & KRIEGER LLP			
	202321	CHARTER RENEWAL	1,330.00
		VENDOR TOTAL:	1,330.00
		DIVISION TOTAL:	1,330.00
		DEPARTMENT TOTAL:	1,330.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
4441-KREATIVE ENTERPRISES LLC			
	202212	OF THE YEAR AWARDS AND ENGRAVING	533.63
		VENDOR TOTAL:	533.63
5143-RYAN SCHROCK			
	202246	DRUG AND ALCOHOL TESTING	106.00
		VENDOR TOTAL:	106.00
1780-SELBY'S			
	202531	REPLACEMENT MULTI-FUNCTION PRINTERS	7,900.00
		VENDOR TOTAL:	7,900.00
		DIVISION TOTAL:	8,539.63
21-SAFETY			
1511-NORCO INC			
	202210	PARTS	72.52
	202211	FIRST AID KIT	325.05
		VENDOR TOTAL:	397.57
		DIVISION TOTAL:	397.57
		DEPARTMENT TOTAL:	8,937.20

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
26-CUSTOMER SERVICE		
1395-COLLECTION PROFESSIONALS GILLETTE		
202336	DECEMBER 2025 COLLECTIONS	634.65
	VENDOR TOTAL:	634.65
3369-POSTAL PROS SOUTHWEST INC		
202221	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	3,188.25
202355	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	3,968.59
	VENDOR TOTAL:	7,156.84
	DIVISION TOTAL:	7,791.49
34-INFORMATION TECHNOLOGY		
1197-BORDER STATES ELECTRIC		
202476	IT * RSLOGIX * MIKE P	539.17
	VENDOR TOTAL:	539.17
1358-CENTURYLINK		
202316	LONG DISTANCE SERVICE	122.50
	VENDOR TOTAL:	122.50
4149-CONVERGEONE INC		
202491	IT * PHONE SYSTEM UPGRADE * MIKE P	5,252.13
202492	TELEPHONY ROUTER	1,149.60
202493	TELEPHONY ROUTER	1,009.24
	VENDOR TOTAL:	7,410.97
1313-MOTOROLA		
202318	SPILLMAN FLEX TOUCH	2,234.40
	VENDOR TOTAL:	2,234.40
	DIVISION TOTAL:	10,307.04
	DEPARTMENT TOTAL:	18,098.53

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
4481-BALCO UNIFORM CO., INC			
	202310	NAMETAPE	15.65
		VENDOR TOTAL:	15.65
5201-BRANDI TONKEL			
	202308	FORENSIC INTERVIEW	425.00
		VENDOR TOTAL:	425.00
3860-COMMUNICATION TECHNOLOGIES INC			
	202478	PD * RADIOS * KELLY	118.95
	202481	PD * RADIOS * KELLY	237.90
		VENDOR TOTAL:	356.85
5134-COURTNEY LORRAINE FULGINITI			
	202301	DUI BLOOD DRAW	75.00
	202303	DUI BLOOD DRAW	75.00
		VENDOR TOTAL:	150.00
2597-CRAIG FURMAN			
	202305	DUI BLOOD DRAW	75.00
	202306	DUI BLOOD DRAW	75.00
	202307	DUI BLOOD DRAW	75.00
		VENDOR TOTAL:	225.00
1916-GALLS INC			
	202309	UNIFORMS	101.03
		VENDOR TOTAL:	101.03
4906-LN CURTIS & SONS			
	202515	PD * OPTICS * KELLY	59,369.38
		VENDOR TOTAL:	59,369.38
5555-MISC EMPLOYEE VENDOR			
	202391	FY25/26 BOOT ALLOWANCE	102.39
	202392	FY25/26 BOOT ALLOWANCE	200.00
	202393	DRONE TEST REIMBURSEMENT	175.00
		VENDOR TOTAL:	477.39

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
5078-PARTSONE LLC			
	202254	PARTS	14.98
	202387	PARTS	16.67
		VENDOR TOTAL:	31.65
		DIVISION TOTAL:	61,151.95
		DEPARTMENT TOTAL:	61,151.95

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
202186	RUG CLEANING	53.29
202193	RUG CLEANING	22.92
202196	RUG CLEANING	53.29
	VENDOR TOTAL:	129.50
3243-CLIMATE SOLUTIONS INC		
202242	CITY HALL BOILER FLU CAP	1,005.21
	VENDOR TOTAL:	1,005.21
5204-CORBY SHIELDS		
202311	WAREHOUSE HVAC PM'S	1,721.93
	VENDOR TOTAL:	1,721.93
1844-FARMER BROTHERS COMPANY		
202241	COFFEE AT CITY HALL	529.63
	VENDOR TOTAL:	529.63
5173-JOSEF WEMMER		
202237	WINDOW CLEANING AT CITY HALL, CITY WEST, WAREHOUSE	2,550.00
	VENDOR TOTAL:	2,550.00
3244-TRAVIS RAISLEY		
202320	PAINTING CITY HALL OFFICES	1,200.00
	VENDOR TOTAL:	1,200.00
	DIVISION TOTAL:	7,136.27
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
202433	SCHEDULING FOR THE FIELDS	325.00
	VENDOR TOTAL:	325.00
	DIVISION TOTAL:	325.00
51-PARKS		
1040-ALSCO		
202191	UNIFORM CLEANING	70.10
202200	UNIFORM CLEANING	70.10
	VENDOR TOTAL:	140.20

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
202324	DECEMBER 2025 ANTELOPE VALLEY PARK WATER	7.50
	VENDOR TOTAL:	7.50
3909-CRESTVIEW IMPROVEMENT & SERVICE DISTRICT		
202325	CRESTVIEW PARK WATER	7.50
	VENDOR TOTAL:	7.50
5053-NEPTUNE BENSON, INC.		
202516	PARKS * ECSC * ASHLEY	1,172.69
	VENDOR TOTAL:	1,172.69
1511-NORCO INC		
202322	CUSTODIAL SUPPLIES FOR OLD FIRE STATION	78.52
	VENDOR TOTAL:	78.52
1786-SHERWIN WILLIAMS		
202243	PAINT FOR DOORS	121.02
	VENDOR TOTAL:	121.02
	DIVISION TOTAL:	1,527.43
54-STREETS		
1040-ALSCO		
202189	UNIFORM CLEANING	70.01
202198	UNIFORM CLEANING	71.04
	VENDOR TOTAL:	141.05
5186-FALCON CONSTRUCTION, LLC		
202340	CONCRETE	4,272.00
202341	CONCRETE	10,080.00
202342	CONCRETE	2,620.00
202343	CONCRETE	1,170.00
202345	CONCRETE	450.00
	VENDOR TOTAL:	18,592.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
1897-ONE CALL OF WYOMING COPR			
	202432	ONE-CALL OF WYOMING	94.23
		VENDOR TOTAL:	94.23
		DIVISION TOTAL:	18,827.28
		DEPARTMENT TOTAL:	27,815.98

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
62-TRAFFIC SAFETY			
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
202213		SIGN MAINTENANCE	1,320.00
202214		SIGNAL MAINTENANCE	475.00
202215		REPAIR FLASHING YIELD SIGN	330.00
202216		CHANGE BATTERIES AND CONTROLLER IN RFB	302.00
202217		CHANGE OUT LED BALLS ON VARIOUS LOCATIONS	630.00
202218		CLEAN OUT WIRE, OLD CABINETS, OLD SIGNAL HEADS	1,510.00
		VENDOR TOTAL:	4,567.00
		DIVISION TOTAL:	4,567.00
		DEPARTMENT TOTAL:	4,567.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
31-CITY CLERK/PRINT SHOP		
1482-NEWS RECORD		
202201	DECEMBER 2025 LEGAL ADVERTISING	4,794.45
	VENDOR TOTAL:	4,794.45
5132-STAPLES CONTRACT & COMMERCIAL LLC		
202535	CLERKS * PAPER	817.08
	VENDOR TOTAL:	817.08
	DIVISION TOTAL:	5,611.53
32-JUDICIAL		
4966-APRIL SHIPPY		
202203	INTERPRET HEARING	20.00
	VENDOR TOTAL:	20.00
4003-MICHAEL STULKEN		
202222	DEFENSE ATTORNEY	500.00
202223	DEFENSE ATTORNEY	500.00
	VENDOR TOTAL:	1,000.00
1780-SELBY'S		
202531	REPLACEMENT MULTI-FUNCTION PRINTERS	7,900.00
	VENDOR TOTAL:	7,900.00
	DIVISION TOTAL:	8,920.00
65-PUBLIC AFFAIRS ADMINISTRATION		
1482-NEWS RECORD		
202202	DECEMBER 2025 ADVERTISING	1,748.62
	VENDOR TOTAL:	1,748.62
	DIVISION TOTAL:	1,748.62
	DEPARTMENT TOTAL:	16,280.15
	FUND TOTAL:	153,642.32

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
5186-FALCON CONSTRUCTION, LLC			
	202344	EMERSON AVE PATCH - SINK HOLE IN SHOULDER	3,014.00
		VENDOR TOTAL:	3,014.00
1864-FIRST NATIONAL BANK OF GILLETTE			
	202450	FOX PARK WATER MONITORING BUIL	2,637.73
		VENDOR TOTAL:	2,637.73
1911-GADES SALES COMPANY INC			
	202511	Sentinal 12" LED Battery Backup	3,280.00
		VENDOR TOTAL:	3,280.00
1450-HDR ENGINEERING INC			
	202445	GURLEY OVERPASS EVALUATION	29,165.59
	202556	MADISON LINE CATHODIC PROTECTI	3,570.00
		VENDOR TOTAL:	32,735.59
1560-HLADKY CONSTRUCTION			
	202447	FOX PARK WATER MONITORING BUIL	50,116.93
		VENDOR TOTAL:	50,116.93
4226-NATHAN G STEINER			
	202438	SHOSHONE AVE BEAUTIFICATION	532.25
		VENDOR TOTAL:	532.25
3623-STRUCTURAL DYNAMICS LLC			
	202479	2025 GURLEY OVERPASS ANNUAL MA	35,373.57
		VENDOR TOTAL:	35,373.57
2363-WWC ENGINEERING			
	202441	LARGE PATCH PROJECT	262.50
	202442	LARGE PATCH PROJECT	8,181.25
	202451	LARGE PATCH PROJECT PH 1 * DES	719.00
		VENDOR TOTAL:	9,162.75
		DIVISION TOTAL:	136,852.82
		DEPARTMENT TOTAL:	136,852.82
		FUND TOTAL:	136,852.82

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1684-DRM INC			
	202435	GRWSP PRIORITY V (AIRPORT/MEAN	508,766.54
		VENDOR TOTAL:	508,766.54
1866-FIRST NORTHERN BANK OF WYOMING			
	202436	GRWSP PRIORITY V (AIRPORT/MEAN	26,777.19
		VENDOR TOTAL:	26,777.19
		DIVISION TOTAL:	535,543.73
		DEPARTMENT TOTAL:	535,543.73
		FUND TOTAL:	535,543.73

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
3688-RT COMMUNICATIONS INC			
	202317	MADISON FIBER LEASE	4,600.00
		VENDOR TOTAL:	4,600.00
5132-STAPLES CONTRACT & COMMERCIAL LLC			
	202535	CLERKS * PAPER	148.56
		VENDOR TOTAL:	148.56
		DIVISION TOTAL:	4,748.56
		DEPARTMENT TOTAL:	4,748.56
		FUND TOTAL:	4,748.56

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	Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
1040-ALSCO			
	202190	UNIFORM CLEANING	12.92
	202199	UNIFORM CLEANING	12.92
		VENDOR TOTAL:	25.84
3894-CAMPBELL COUNTY LANDFILL			
	202328	DECEMBER 2025 LANDFILL CHARGES	81,924.00
		VENDOR TOTAL:	81,924.00
2303-WESTERN WASTE SOLUTIONS INC			
	202326	DECEMBER 2025 RECYCLING	6,120.00
	202327	3 YARD DUMPSTER	97.00
		VENDOR TOTAL:	6,217.00
		DIVISION TOTAL:	88,166.84
		DEPARTMENT TOTAL:	88,166.84
		FUND TOTAL:	88,166.84

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1060-AMERICAN WATER WORKS			
	202348	2026 MEMBERSHIP DUES	2,702.00
		VENDOR TOTAL:	2,702.00
2594-BOMGAARS SUPPLY			
	202330	parts	59.97
		VENDOR TOTAL:	59.97
4864-EDI MENDOZA			
	202351	CONCRETE	28,890.00
		VENDOR TOTAL:	28,890.00
1792-ENERGY LABORATORIES INC			
	202206	TESTING	34.50
	202220	TESTING	34.50
	202228	TESTING	562.80
	202229	TESTING	34.50
	202230	TESTING	34.50
	202231	TESTING	69.00
		VENDOR TOTAL:	769.80
1422-GILLETTE CONTRACTORS SUPPLY INC			
	202482	CARHARTT HOODIES - DELIVER TO KATIE OR ELI	57.60
	202484	WATER * O'KEEFE'S * HOWARD	52.08
	202489	TOOLS FOR WATER (MIKE J)	459.00
		VENDOR TOTAL:	568.68
4985-GILLETTE STEEL CENTER			
	202350	ANGLE IRON	58.00
		VENDOR TOTAL:	58.00
1947-GILLETTE WINNELSON COMPANY			
	202205	PARTS	127.05
		VENDOR TOTAL:	127.05

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1450-HDR ENGINEERING INC			
	202555	MADISON LINE CATHODIC PROTECTI	1,105.00
		VENDOR TOTAL:	1,105.00
1897-ONE CALL OF WYOMING COPR			
	202432	ONE-CALL OF WYOMING	94.24
		VENDOR TOTAL:	94.24
2005-PETE LIEN & SONS INC			
	202204	CONCRETE	1,386.50
		VENDOR TOTAL:	1,386.50
3690-PRO WINDMILL INC			
	202207	PEST SPRAYING ROZET CONTROL BUILDING	115.00
	202208	PEST SPRAYING DONKEY CREEK PUMP STATION	175.00
		VENDOR TOTAL:	290.00
5206-PULLED PERFECTION, LLC			
	202356	REGIONAL WATER MEETING LUNCH	192.00
		VENDOR TOTAL:	192.00
1802-SIMON CONTRACTORS			
	202224	CLEAN LIMESTONE	456.38
	202226	ROAD BASE	1,690.45
	202227	RIP RAP	233.23
	202331	LIMESTONE	914.63
		VENDOR TOTAL:	3,294.69
1748-THAT EMBROIDERY PLACE			
	202349	EMBROIDERY	30.00
		VENDOR TOTAL:	30.00
2289-WESCO DISTRIBUTION INC			
	202553	WATER * GENERATOR * BRANDON	999.00
		VENDOR TOTAL:	999.00

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
2618-WYOMING DEPARTMENT OF HEALTH			
202219		TESTING	560.00
		VENDOR TOTAL:	560.00
		DIVISION TOTAL:	41,126.93
		DEPARTMENT TOTAL:	41,126.93
		FUND TOTAL:	41,126.93

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
202130	UE 20549 7101 BLACKTOOTH		81.08
202131	UE 9862 3338 GEORGIA		51.06
202132	UE 27356 1001 DESERT HILLS		143.62
202133	UE 25478 1020 COUNTRY CLUB		100.45
202134	UE 3290 204 JUNIPER		37.50
202135	UE 6456 707 VIVIAN		10.87
202136	UE 17894 1016 ELON		105.16
202137	UE 35186 705 EXPRESS		65.56
202138	UE 32822 4532 RUNNING W		102.08
202139	UE 33534 822 GURLEY		12.43
202140	UE 18304 1025 CHURCH		219.82
202141	UE 26672 305 COMMERCE		249.07
202142	UE 5066 103 WALNUT		159.91
202156	UE 32292 4510 RUNNING W		194.15
202157	UE 39844 3927 ARIEL		117.78
202158	UE 32430 4516 RUNNING W		157.05
202159	UE 32600 4524 RUNNING W		130.98
202160	UE 13376 908 GREENWOOD		45.79
		VENDOR TOTAL:	1,984.36
		DIVISION TOTAL:	1,984.36
		DEPARTMENT TOTAL:	1,984.36

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1447-ANIXTER POWER SOLUTIONS			
	202471	ELECTRICAL - ROLLIN	291.69
		VENDOR TOTAL:	291.69
5157-CODY THOMPSON			
	202329	HOLIDAY TREE DECORATING	10,004.18
		VENDOR TOTAL:	10,004.18
1464-CRESCENT ELECTRIC SUPPLY			
	202499	ELECATRICAL * ION UPGRADE * TRON/DREW	10,240.87
		VENDOR TOTAL:	10,240.87
5202-GROUNDLINE ENGINEERING LLC			
	202512	ELECTRICAL * POLE TESTER * DREW	16,070.00
		VENDOR TOTAL:	16,070.00
1450-HDR ENGINEERING INC			
	202423	WESTERN TIE 69KV TRANSMISSION	2,396.25
		VENDOR TOTAL:	2,396.25
1264-MCM GENERAL CONTRACTORS			
	202424	ANNUAL TRENCHING AND BORING AG	9,932.75
	202425	ANNUAL TRENCHING AND BORING AG	63,407.74
	202427	ANNUAL TRENCHING AND BORING AG	4,788.00
	202428	ANNUAL TRENCHING AND BORING AG	8,579.50
	202429	ANNUAL TRENCHING AND BORING AG	41,643.27
		VENDOR TOTAL:	128,351.26
1897-ONE CALL OF WYOMING COPR			
	202432	ONE-CALL OF WYOMING	94.24
		VENDOR TOTAL:	94.24
1958-PCA ENGINEERING INC			
	202430	PROFESSIONAL SURVEYING & EASEM	622.25
		VENDOR TOTAL:	622.25

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2035-POWDER RIVER ENERGY CORPORATION		
202240	DECEMBER 2025 69 KV WHEELING	5,250.00
	VENDOR TOTAL:	5,250.00
2071-PROELECTRIC INC		
202452	REPLACEMENT SERVICE	2,110.25
	VENDOR TOTAL:	2,110.25
2198-STUART C. IRBY CO		
202434	RUBBER GOODS MAINTENANCE	1,038.28
202536	ELECTRICAL * KLEIN BUCKET TOOL BOARD * ROLLIN	1,546.15
	VENDOR TOTAL:	2,584.43
	DIVISION TOTAL:	178,015.42
	DEPARTMENT TOTAL:	178,015.42
	FUND TOTAL:	179,999.78

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
77777-MISC ONE TIME VENDOR			
	202422	REFUND PIF FEES	3,000.00
		VENDOR TOTAL:	3,000.00
		DIVISION TOTAL:	3,000.00
		DEPARTMENT TOTAL:	3,000.00

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
202187	UNIFORM CLEANING	181.83
202197	UNIFORM CLEANING	181.83
	VENDOR TOTAL:	363.66
1182-BLACK CAT CONSTRUCTION LLC		
202352	CONCRETE	19,155.00
	VENDOR TOTAL:	19,155.00
1211-BRENTAG PACIFIC, INC		
202238	CHEMICALS	20,058.30
202313	CHEMICALS	19,903.50
	VENDOR TOTAL:	39,961.80
1792-ENERGY LABORATORIES INC		
202338	TESTING	77.70
202353	TESTING	34.80
	VENDOR TOTAL:	112.50
1892-FRANDSON SAFETY INC		
202239	REPLACEMENT BATTERY	272.00
202314	ULTIMA GAS MONITOR CALIBRATION	720.39
	VENDOR TOTAL:	992.39
1422-GILLETTE CONTRACTORS SUPPLY INC		
202483	WASTEWATER - PUMP * BRETT	3,577.50
	VENDOR TOTAL:	3,577.50
1450-HDR ENGINEERING INC		
202439	WWTP PHASE II PROJECTS	8,122.50
	VENDOR TOTAL:	8,122.50
1549-HILLCREST SPRING WATER INC		
202315	DISTILLED WATER	187.50
	VENDOR TOTAL:	187.50

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1264-MCM GENERAL CONTRACTORS		
202426	ANNUAL TRENCHING AND BORING AG	18,854.85
	VENDOR TOTAL:	18,854.85
1897-ONE CALL OF WYOMING COPR		
202432	ONE-CALL OF WYOMING	94.24
	VENDOR TOTAL:	94.24
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
202235	TOILET REPAIRS	1,324.90
202244	HYDRONIC PIPING	3,296.00
202245	MAINTENANCE	3,850.78
	VENDOR TOTAL:	8,471.68
3228-PROJECT WORKS LLC		
202529	WASTEWATER - JENIFER	2,227.94
	VENDOR TOTAL:	2,227.94
2114-RAILROAD MANAGEMENT CO LLC		
202233	15" SEWER PIPELINE CROSSING	458.76
202234	TWO 12" SEWER PIPELINE CROSSING	3,854.02
	VENDOR TOTAL:	4,312.78
2116-RAPID FIRE PROTECTION INC		
202339	ALARM SERVICE WORK	990.00
	VENDOR TOTAL:	990.00
2296-WESTERN SERVICES LLC		
202354	ADD POST AND ADJUST GATE	1,000.00
	VENDOR TOTAL:	1,000.00
	DIVISION TOTAL:	108,424.34
	DEPARTMENT TOTAL:	108,424.34
	FUND TOTAL:	111,424.34

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1040-ALSCO			
	202185	RUG CLEANING	52.06
	202188	RUG CLEANING	68.64
	202195	RUG CLEANING	52.06
		VENDOR TOTAL:	172.76
1511-NORCO INC			
	202236	CUSTODIAL SUPPLIES	89.96
		VENDOR TOTAL:	89.96
1786-SHERWIN WILLIAMS			
	202312	CITY WEST OFFICE REPAIRS	47.36
		VENDOR TOTAL:	47.36
		DIVISION TOTAL:	310.08
		DEPARTMENT TOTAL:	310.08
		FUND TOTAL:	310.08

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
202459	ELECTRICAL INVENTORY	11,115.00
202460	ELECTRICAL WAREHOUSE INVENTORY	1,052.91
202461	ELECTRICAL WAREHOUSE INVENTORY	545.87
202462	ELECTRICAL WAREHOUSE INVENTORY	3.38
202463	ELECTRICAL INVENTORY	226.59
202464	ELECTRICAL INVENTORY	1,695.60
202465	ELECTRICAL WAREHOUSE INVENTORY	247.60
202467	ELECTRICAL WAREHOUSE INVENTORY	440.00
202468	ELECTRICAL WAREHOUSE INVENTORY	684.00
202469	ELECTRICAL WAREHOUSE INVENTORY (PLUS 16 MIKE C)	745.29
202470	ELECTRICAL WAREHOUSE INVENTORY	190.00
202472	ELECTRICAL WAREHOUSE INVENTORY	3,225.75
	VENDOR TOTAL:	20,171.99
2594-BOMGAARS SUPPLY		
202474	ELECTRICAL INVENTORY	59.48
202475	ELECTRICAL WAREHOUSE INVENTORY	389.90
	VENDOR TOTAL:	449.38
1197-BORDER STATES ELECTRIC		
202477	ELECTRICAL WAREHOUSE INVENTORY	245.31
	VENDOR TOTAL:	245.31
2852-CORE & MAIN		
202494	WATER INVENTORY	39,169.68
202495	WATER WAREHOUSE INVENTORY	45,220.00
202496	WATER WAREHOUSE INVENTORY	1,297.50
202497	WATER WAREHOUSE INVENTORY	672.00
202498	WATER WAREHOUSE INVENTORY	1,429.25
	VENDOR TOTAL:	87,788.43
1519-CRUM ELECTRIC SUPPLY COMPANY		
202500	ELECTRICAL INVENTORY	1.47

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Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1519-CRUM ELECTRIC SUPPLY COMPANY			
202501	ELECTRICAL WAREHOUSE INVENTORY	261.12	
202502	ELECTRICAL WAREHOUSE INVENTORY	998.73	
202503	ELECTRICAL WAREHOUSE INVENTORY	473.00	
202504	ELECTRICAL WAREHOUSE INVENTORY	326.91	
202505	ELECTRICAL WAREHOUSE INVENTORY	45.00	
202506	ELECTRICAL WAREHOUSE INVENTORY	108.29	
202507	ELECTRICAL WAREHOUSE INVENTORY	10.00	
		VENDOR TOTAL:	2,224.52
5205-FERGUSON US HOLDINGS, INC			
202544	STREETS INVENTORY	400.00	
202545	WATER INVENTORY	149.40	
202557	WATER WAREHOUSE INVENTORY	1,708.00	
202558	WATER INVENTORY	2,700.00	
202559	WATER INVENTORY	91.00	
		VENDOR TOTAL:	5,048.40
1422-GILLETTE CONTRACTORS SUPPLY INC			
202485	WATER INVENTORY	69.50	
202486	TRAFFIC SAFETY WAREHOUSE	439.40	
202487	WATER INVENTORY	15,523.70	
202488	ELECTRICAL WAREHOUSE INVENTORY	59.19	
202490	WATER WAREHOUSE INVENTORY	5,033.30	
		VENDOR TOTAL:	21,125.09
1479-NEWMAN SIGNS INC			
202517	TRAFFIC SAFETY	1,903.50	
202518	TRAFFIC SAFETY WAREHOUSE	2,274.50	
		VENDOR TOTAL:	4,178.00
1511-NORCO INC			
202519	ELECTRICAL INVENTORY	162.96	
202521	ELECTRICAL INVENTORY	608.64	

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1511-NORCO INC		
202523	WATER WAREHOUSE INVENTORY	50.10
	VENDOR TOTAL:	821.70
5078-PARTSONE LLC		
202526	VEHICLE MAINTENANCE WAREHOUSE	412.80
202527	VEHICLE MAINTENANCE WAREHOUSE	127.66
	VENDOR TOTAL:	540.46
2053-PRO FORCE LAW ENFORCEMENT		
202528	PD INVENTORY	156.25
	VENDOR TOTAL:	156.25
4955-SALT CITY SALES INC		
202530	ELECTRICAL WAREHOUSE INVENTORY	432.84
	VENDOR TOTAL:	432.84
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
202537	TRAFFIC SAFETY	245.00
202538	WATER INVENTORY	21.94
202539	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	85.12
202540	VEHICAL MAIN WAREHOUSE INVENTORY	2.96
	VENDOR TOTAL:	355.02
2289-WESCO DISTRIBUTION INC		
202546	ELECTRICAL INVENTORY	5,835.00
202547	WATER INVENTORY	124.80
202548	ELECTRICAL WAREHOUSE INVENTORY	2,292.00
202549	ELECTRICAL INVENTORY	78.00
202550	ELECTRICAL INVENTORY	40.50
202551	ELECTRICAL INVENTORY	116.00
202552	ELECTRICAL INVENTORY	214.80
202554	ELECTRICAL WAREHOUSE INVENTORY	992.18
	VENDOR TOTAL:	9,693.28

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
DIVISION TOTAL:		153,230.67
DEPARTMENT TOTAL:		153,230.67

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	202194	RUG CLEANING	33.18
	202390	RUG CLEANING	33.18
		VENDOR TOTAL:	66.36
2263-WASTE CONNECTIONS OF WYOMING			
	202209	WARLOW YARD TRASH	973.36
		VENDOR TOTAL:	973.36
		DIVISION TOTAL:	1,039.72
		DEPARTMENT TOTAL:	1,039.72
		FUND TOTAL:	154,270.39

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
1575-HOMAX OIL			
	202513	VM * GASOLINE	22,831.04
		VENDOR TOTAL:	22,831.04
5050-HUGHES FIRE EQUIPMENT, INC.			
	202514	VM INVENTORY	894.48
		VENDOR TOTAL:	894.48
3398-JACK'S TRUCK CENTER INC			
	202509	VM INVENTORY	113.32
	202510	VM INVENTORY	41.07
		VENDOR TOTAL:	154.39
2074-SOUTHWESTERN EQUIPMENT COMPANY			
	202533	VM INVENTORY	987.97
		VENDOR TOTAL:	987.97
		DIVISION TOTAL:	24,867.88
		DEPARTMENT TOTAL:	24,867.88

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1040-ALSCO		
202192	UNIFORM CLEANING	141.07
	VENDOR TOTAL:	141.07
1082-ARROW PRINTING AND GRAPHICS INC		
202337	BUSINESS CARDS - A BACHE & J JACKSON	150.00
	VENDOR TOTAL:	150.00
1167-BIG HORN TIRE INC		
202290	ALIGNMENT	115.95
202291	TIRES	783.96
202292	TIRES	850.08
202360	ALIGNMENT	104.95
202361	TIRE REPAIR	57.75
	VENDOR TOTAL:	1,912.69
1171-BIGHORN HYDRAULICS INC		
202362	PARTS	29.10
202363	PARTS	341.75
	VENDOR TOTAL:	370.85
4292-CAR-KNACK INC		
202297	PARTS	75.00
202298	PARTS	26.95
	VENDOR TOTAL:	101.95
1525-CUMMINS ROCKY MOUNTAIN INC		
202300	REPAIRS	11,492.47
	VENDOR TOTAL:	11,492.47
1860-FIRST CLASS AUTO		
202299	REPAIRS	6,745.89
	VENDOR TOTAL:	6,745.89
2645-GREINER MOTOR COMPANY		
202263	RETURN PARTS	-122.71
202264	PARTS	30.06

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2645-GREINER MOTOR COMPANY		
202265	PARTS	108.03
202286	PARTS	122.71
202366	PARTS	394.45
202367	PARTS	69.92
202368	PARTS	28.50
202369	PARTS	183.32
202370	PARTS	38.64
VENDOR TOTAL:		852.92
5050-HUGHES FIRE EQUIPMENT, INC.		
202375	PARTS	1,244.37
VENDOR TOTAL:		1,244.37
5093-INTERSTATE POWER SYSTEMS INC		
202373	REPAIRS	1,816.27
VENDOR TOTAL:		1,816.27
3398-JACK'S TRUCK CENTER INC		
202296	PARTS	326.38
202364	PARTS	222.58
202365	PARTS	60.05
VENDOR TOTAL:		609.01
1254-MANNING WRECKER SERVICE LLC		
202376	TOW	150.00
VENDOR TOTAL:		150.00
1511-NORCO INC		
202293	CLEANER	67.37
202294	PARTS	394.89
202295	WELDING SUPPLIES	781.93
VENDOR TOTAL:		1,244.19
5078-PARTSONE LLC		
202247	CORE DEPOSIT	-54.00

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
5078-PARTSONE LLC		
202248	PARTS	472.57
202249	PARTS	300.74
202250	PARTS	139.18
202251	PARTS	157.18
202252	CORE DEPOSIT	-144.44
202253	CORE DEPOSIT	-18.00
202255	PARTS	13.16
202256	PARTS	323.43
202257	PARTS	16.44
202258	PARTS	17.38
202259	PARTS	442.48
202260	PARTS	40.49
202261	PARTS	144.46
202377	PARTS	51.96
202378	PARTS	8.99
202379	PARTS	119.30
202380	PARTS	131.16
202381	PARTS	5.99
202382	PARTS	88.10
202383	PARTS	134.04
202384	PARTS	137.97
202385	PARTS	53.86
202386	PARTS	72.34
202388	PARTS	18.57
202389	PARTS	5.45
VENDOR TOTAL:		2,678.80
3929-PURVIS INDUSTRIES, LLC		
202371	PARTS	197.97
VENDOR TOTAL:		197.97

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1500-SAFETY-KLEEN SYSTEMS INC		
202262	BREAK CLEANER	207.90
	VENDOR TOTAL:	207.90
2315-THUNDER BASIN FORD LLC		
202287	PARTS	48.55
202288	REPAIRS	156.40
202289	PARTS	70.33
202359	PARTS	125.67
	VENDOR TOTAL:	400.95
2385-WYOMING MACHINERY CO		
202357	PARTS	466.55
202358	PARTS	34.08
	VENDOR TOTAL:	500.63
	DIVISION TOTAL:	30,817.93
37-VEHICLE REPLACEMENT		
1040-ALSCO		
202372	UNIFORM CLEANING	141.07
	VENDOR TOTAL:	141.07
3398-JACK'S TRUCK CENTER INC		
202508	ORIGINAL PO 2250263 * PLOW TRUCK	307,589.00
	VENDOR TOTAL:	307,589.00
4987-LAWSON PRODUCTS, INC.		
202374	PARTS	274.24
	VENDOR TOTAL:	274.24
5194-SHERIDAN MOTORS		
202532	NEW 4WD 4 DOOR MID-SIZE SUV	38,194.00
	VENDOR TOTAL:	38,194.00
	DIVISION TOTAL:	346,198.31
	DEPARTMENT TOTAL:	377,016.24
	FUND TOTAL:	401,884.12

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Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
3656-BAKER HUGHES, A GE COMPANY, LLC		
202232	REPAIRS	1,575.00
	VENDOR TOTAL:	1,575.00
4550-BIGHORN MOUNTAIN ELECTRIC LLC		
202323	CITY PARK LIGHT POLE REPLACEMENT	1,510.00
	VENDOR TOTAL:	1,510.00
3023-HUB INTERNATIONAL MOUNTAIN STATES LIMITED		
202419	PUBLIC OFFICIAL BOND - H GROSS, COUNCIL PRESIDENT	100.00
	VENDOR TOTAL:	100.00
	DIVISION TOTAL:	3,185.00
	DEPARTMENT TOTAL:	3,185.00
	FUND TOTAL:	3,185.00
	GRAND TOTAL:	1,811,154.91

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
77777-MISC ONE TIME VENDOR			
	202129	REFUND PAYMENT MADE IN ERROR	287.25
		VENDOR TOTAL:	287.25
		DIVISION TOTAL:	287.25
		DEPARTMENT TOTAL:	287.25

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
26-CUSTOMER SERVICE			
1381-CITY OF GILLETTE			
	202145	CITY HALL CUSTOMER SERVICE REN	4,557.98
	202149	CITY HALL CUSTOMER SERVICE REN	3,728.76
		VENDOR TOTAL:	8,286.74
1560-HLADKY CONSTRUCTION			
	202144	CITY HALL CUSTOMER SERVICE REN	86,601.61
	202147	CITY HALL CUSTOMER SERVICE REN	70,846.39
		VENDOR TOTAL:	157,448.00
		DIVISION TOTAL:	165,734.74
		DEPARTMENT TOTAL:	165,734.74
		FUND TOTAL:	166,021.99

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Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
2198-STUART C. IRBY CO			
202143		ELECTRICAL INVENTORY	428.00
		VENDOR TOTAL:	428.00
		DIVISION TOTAL:	428.00
		DEPARTMENT TOTAL:	428.00
		FUND TOTAL:	428.00

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
4358-RECREATIONAL ELECTRICAL, LLC		
201449	PARTS	5,108.00
	VENDOR TOTAL:	5,108.00
	DIVISION TOTAL:	5,108.00
	DEPARTMENT TOTAL:	5,108.00
	FUND TOTAL:	5,108.00

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Invoice Number		Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
4856-KEN GARFF CHEYENNE			
202128		2024 FORD EXPEDITION	56,855.00
		VENDOR TOTAL:	56,855.00
		DIVISION TOTAL:	56,855.00
		DEPARTMENT TOTAL:	56,855.00
		FUND TOTAL:	56,855.00
		GRAND TOTAL:	228,412.99

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	202401	WEEKLY CLAIMS	7,352.03
	202403	WEEKLY CLAIMS	3,438.57
		VENDOR TOTAL:	10,790.60
2672-UMB BANK			
	202405	DECEMBER 2025 P-CARDS	86,809.45
		VENDOR TOTAL:	86,809.45
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES			
	202406	TRANSFER FROM WYOSTAR - POOLED INVESTMENTS	50.00
	202409	TRANSFER FROM WYOSTAR: MAC CHILDREN'S MEMORIAL	37.09
	202411	TRANSFER FROM WYOSTAR: POOLED INV GEN/POWER FUND	28.76
		VENDOR TOTAL:	115.85
2435-WYOMING STATE			
	202415	DECEMBER 2025 SALES AND USE TAX	1.25
		VENDOR TOTAL:	1.25
		DIVISION TOTAL:	97,717.15
		DEPARTMENT TOTAL:	97,717.15
		FUND TOTAL:	97,717.15

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
00-UNDEFINED		
00-UNDEFINED		
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES		
202407	TRANSFER FROM WYOSTAR: MADISON CAP TAX	209.43
202408	TRANSFER FROM WYOSTAR: DISTRICT CAP TAX	117.86
	VENDOR TOTAL:	327.29
	DIVISION TOTAL:	327.29
	DEPARTMENT TOTAL:	327.29
	FUND TOTAL:	327.29

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Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
202413	TRANSFER FROM WYOSTAR: POOLED INVESTMENTS	0.70
	VENDOR TOTAL:	0.70
	DIVISION TOTAL:	0.70
	DEPARTMENT TOTAL:	0.70
	FUND TOTAL:	0.70

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
00-UNDEFINED			
00-UNDEFINED			
4166-WYOMING GOVERNMENT INVESTMENT FUND			
202412		TRANFER EXCESS FUNDS: POOLED INV-WATER FUNDS	2,000,000.00
202413		TRANSFER FROM WYOSTAR: POOLED INVESTMENTS	112.34
		VENDOR TOTAL:	2,000,112.34
		DIVISION TOTAL:	2,000,112.34
		DEPARTMENT TOTAL:	2,000,112.34
		FUND TOTAL:	2,000,112.34

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES		
202411	TRANSFER FROM WYOSTAR: POOLED INV GEN/POWER FUND	16.65
	VENDOR TOTAL:	16.65
2435-WYOMING STATE		
202415	DECEMBER 2025 SALES AND USE TAX	131,198.54
	VENDOR TOTAL:	131,198.54
	DIVISION TOTAL:	131,215.19
	DEPARTMENT TOTAL:	131,215.19

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2493-BLACK HILLS POWER & LIGHT			
202394	DECEMBER 2025 WYGEN III CAPITAL AND O&M		325,446.96
202395	DECEMBER 2025 CTII ENERGY		35,498.55
202396	DECEMBER 2025 WYGEN III ANCILLARY SERVICES		715,379.28
202397	DECEMBER 2025 TRANSMISSION		220,118.39
		VENDOR TOTAL:	1,296,443.18
2697-BLACK HILLS WYOMING LLC			
202398	DECEMBER 2025 CTII CAPITAL AND O&M		519,186.01
202399	DECEMBER 2025 CTII ENERGY		446,639.51
		VENDOR TOTAL:	965,825.52
3004-DEPARTMENT OF ENERGY			
202400	DECEMBER 2025 ENERGY		66,850.91
		VENDOR TOTAL:	66,850.91
2365-WYODAK RESOURCES DEVELOPMENT CORP			
202404	DECEMBER 2025 WYGEN III COAL		839.35
		VENDOR TOTAL:	839.35
		DIVISION TOTAL:	2,329,958.96
		DEPARTMENT TOTAL:	2,329,958.96
		FUND TOTAL:	2,461,174.15

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES		
202410	TRANSFER FROM WYOSTAR: POOLED INV-SEWER FUNDS	2,000,000.00
	VENDOR TOTAL:	2,000,000.00
4166-WYOMING GOVERNMENT INVESTMENT FUND		
202414	TRANSFER FROM WYOSTAR: SEWER FUND	9,169.16
	VENDOR TOTAL:	9,169.16
2435-WYOMING STATE		
202415	DECEMBER 2025 SALES AND USE TAX	4.04
	VENDOR TOTAL:	4.04
	DIVISION TOTAL:	2,009,173.20
	DEPARTMENT TOTAL:	2,009,173.20
	FUND TOTAL:	2,009,173.20

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Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
202413	TRANSFER FROM WYOSTAR: POOLED INVESTMENTS	1.60
	VENDOR TOTAL:	1.60
	DIVISION TOTAL:	1.60
	DEPARTMENT TOTAL:	1.60
	FUND TOTAL:	1.60

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
202413	TRANSFER FROM WYOSTAR: POOLED INVESTMENTS	12.81
	VENDOR TOTAL:	12.81
	DIVISION TOTAL:	12.81
	DEPARTMENT TOTAL:	12.81
	FUND TOTAL:	12.81

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Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
202416	TRANSFER FROM WYOSTAR: HEALTH INS FUND	62.52
	VENDOR TOTAL:	62.52
	DIVISION TOTAL:	62.52
	DEPARTMENT TOTAL:	62.52

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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			
	202417	DRUG COSTS, CLAIMS, COTIVITI, CASH FLOW REG	184,668.06
	202418	DRUG COSTS, CLAIMS, COTIVITI, CASH FLOW REG	147,536.92
		VENDOR TOTAL:	332,204.98
		DIVISION TOTAL:	332,204.98
		DEPARTMENT TOTAL:	332,204.98
		FUND TOTAL:	332,267.50

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Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
4166-WYOMING GOVERNMENT INVESTMENT FUND		
202413	TRANSFER FROM WYOSTAR: POOLED INVESTMENTS	2.99
	VENDOR TOTAL:	2.99
	DIVISION TOTAL:	2.99
	DEPARTMENT TOTAL:	2.99
	FUND TOTAL:	2.99
	GRAND TOTAL:	6,900,789.73

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
66666-MISC P-CARD VENDOR		
201953	GALI LUNCHEON	625.70
	VENDOR TOTAL:	625.70
	DIVISION TOTAL:	625.70
02-ADMINISTRATION		
1334-CASPER STAR TRIBUNE		
202021	SUBSCRIPTION	33.99
	VENDOR TOTAL:	33.99
66666-MISC P-CARD VENDOR		
201797	MEETING EXPENSE	132.01
201827	REFUND ON SHIPPING - AMAZON	-1.39
201828	REFUND ON SHIPPING - AMAZON	-1.39
201829	REFUND ON SHIPPING - AMAZON	-0.61
201830	REFUND ON SHIPPING - AMAZON	-3.60
201831	Amazon.com*BI6GU9X10	56.60
202104	SLT MEETING LUNCH ON 12/23/2025	140.00
202122	MEETING EXPENSE	58.94
	VENDOR TOTAL:	380.56
	DIVISION TOTAL:	414.55
04-SPECIAL PROJECTS		
66666-MISC P-CARD VENDOR		
201739	4TE*CULLIGAN OF GILLETTE WATER	48.00
201742	AMAZON MKTPL*BB6N41VC0 FURNITURE	641.29
201771	SANTA NIGHT - CANDY	35.54
201787	GILLETTE-SIMPSON 'S PRINT	105.57
201798	SANTA NIGHT REFRESHMENTS	465.60
201799	AMAZON MKTPL*BI2Z81NW0 FURNITURE	2,749.96
201808	GILLETTE-SIMPSON 'S PRINT AWARDS INVITES	229.00
201837	AMAZON MKTPL*BI4A82EH0 FURNITURE	167.58
201857	QDOBA 2748 WELLNESS RETREAT LUNCH	180.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
66666-MISC P-CARD VENDOR		
202027	AMAZON MKTPL*AS3R92K93 EMPLOYEE AWARDS BANQUET DEC	107.90
202053	AMAZON MKTPL*KE30518P3 EMPLOYEE BANQUET DECOR	70.52
202054	AMAZON MKTPL*TP6Z68QD3 EMPLOYEE BANQUET DECOR	392.93
202055	AMAZON MKTPL*VF5Y68GW3 EMPLOYEE BANQUET DECOR	60.97
202090	DUELING PI* (1 OF 1 PA EMPLOYEE BANQUET ENTERTAINM	2,000.00
202093	HOBBY LOBBY #920 SUPPLIES FOR EMPLOYEE BANQUET	125.19
202116	HOBBY-LOBBY #0018 SUPPLIES FOR EMPLOYEE BANQUET	31.49
202117	4TE*CULLIGAN OF GILLETTE WATER	54.00
202125	HOBBY-LOBBY #0196 SUPPLIES FOR EMPLOYEE BANQUET	35.45
	VENDOR TOTAL:	7,500.99
	DIVISION TOTAL:	7,500.99
	DEPARTMENT TOTAL:	8,541.24

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
66666-MISC P-CARD VENDOR		
201856	OFFICE DEPOT #2635 NEW CHAIR JADE	279.99
201921	JIMMY JOHNS - 2009 - ECOM LUNCH FOR INTERVIEW PANE	68.21
201952	WALMART.COM SUPPLIES FOR HR TRAINING DAY	83.68
202020	FRIDAS HOUSE MEXICAN FOO	59.95
	VENDOR TOTAL:	491.83
	DIVISION TOTAL:	491.83
21-SAFETY		
1265-MEDICAL ARTS LABORATORY		
201907	MEDICAL ARTS LABORATORY ANIMAL SHELTER TEST	345.00
	VENDOR TOTAL:	345.00
	DIVISION TOTAL:	345.00
	DEPARTMENT TOTAL:	836.83

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
66666-MISC P-CARD VENDOR		
201748	AMAZON MKTPL*BI2TE6F82 DESK CALENDAR 2026	14.94
201749	AMAZON MKTPL*BB27P3D91 2026 CALENDAR	22.48
201847	Amazon.com*BI4UP4731 PLANNERS	66.96
202101	GFOAGOVERNMENT FINANCE OFFICE GFOA COA FILING FEE	590.00
	VENDOR TOTAL:	694.38
	DIVISION TOTAL:	694.38
26-CUSTOMER SERVICE		
66666-MISC P-CARD VENDOR		
201924	OFFICE DEPOT #2635 OFFICE SUPPLIES INK	11.98
	VENDOR TOTAL:	11.98
	DIVISION TOTAL:	11.98
34-INFORMATION TECHNOLOGY		
66666-MISC P-CARD VENDOR		
201757	FS COM INC FIBER PATCH CABLES	99.80
201864	DROPBOX FAX YEARLY DROPBOX FAX SUBSCRIPTION	419.99
201865	REWARD GATEWAY (US) REWARD GATEWAY (SPLIT IN TWO P	10,000.00
201866	REWARD GATEWAY (US) REWARD GATEWAY (SPLIT IN TWO P	4,320.00
201878	AMAZON MKTPL*BW1OI7FQ1 USB C ADAPTERS FOR ELECTRIC	26.95
201891	STK*Shutterstock SHUTTERSTOCK	299.00
201896	AMAZON RETA* YZ3NE42R3 RACK PDU	726.30
201910	THE UPS STORE 7144 RETURN OF SAMPLE VERKADA DOOR H	28.62
201922	FS COM INC CABLES FOR DMZ STORAGE UPGRADE	215.00
201958	OFFICE DEPOT #2635 DRIVES FOR CISA VADR SURVEY	1,002.96
201980	AMAZON MKTPL*OL9PO51I3 SCANNER PARTS & CABLE MANAG	66.45
202084	FS COM INC CABLES FOR DMZ STORAGE & SWITCH REPLACE	144.00
202102	THE HOME DEPOT #6005 MISC PARTS FOR PD INTERVIEW C	30.42

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
66666-MISC P-CARD VENDOR			
	202114	THE HOME DEPOT #6005 MISC PARTS FOR PD INTERVIEW C	30.81
		VENDOR TOTAL:	17,410.30
		DIVISION TOTAL:	17,410.30
		DEPARTMENT TOTAL:	18,116.66

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
5147-LAP PACIFIC ENTERPRISES, LLC		
202031	307 DRY CLEANERS - PD DRY CLEANING	285.70
	VENDOR TOTAL:	285.70
66666-MISC P-CARD VENDOR		
201741	CHILI'S #0003 - MAHYLIS / SMALL TRAINING IN CASPER	62.46
201759	TST*WYOMING ALE WORKS - MAHYLIS / SMALL TRAINING I	45.46
201765	CMON INN CASPER - MAHYLIS / SMALL TRAINING IN CASP	110.00
201772	FIVE GUYS WY 1515 QSR - MAHYLIS / SMALL TRAINING I	42.83
201784	WALMART.COM - BOTTLED WATER FOR PD	54.70
201785	IDI - INVESTIGATIVE APP FOR DETECTIVES	76.00
201786	P4P 888-777-1762 - K9 DOG FOOD	247.36
201805	TST* PERKINS - 4327 - GIL - LAW ENFORCEMENT BREAKF	105.75
201806	Amazon.com*BI06X3K22 - LITHIUM BATTERIES FOR PATRO	367.50
201839	AMAZON MKTPL*BI95E3TS0 MICROPHONE FOR PD INTERVIEW	36.00
201840	AMAZON MARK* BI9748Y42 PARTS FOR PD INTERVIEW CAME	79.40
201851	TMOBILE*LAW RELATION - DETECTIVES WARRANT	50.00
201870	TRACTOR SUPPLY CO #1896 - K9 FRITZ TORE OPEN BAG O	25.19
201877	Amazon.com*BI54322E0 - FIREARM SUPPLIES	950.67
201883	TST*PROUD CUT SALOON - TRUJILLO TASK FORCE TRAVEL	22.93
201892	THE UPS STORE 7144 - DRONE SENT BACK FOR REPAIRS	91.80
201897	TST* MILLSTONE PIZZA CO & = TRUJILLO TASK FORCE TR	14.77
201898	TST* MILLSTONE PIZZA CO & - TRUJILLO TASK FORCE TR	33.55
201899	AMAZON MARK* O49KV8GK3 PARTS FOR PD INTERVIEW CAME	48.65
201905	IN *WYOMING WATER SOLUTIO - WATER FOR PD & ACO	157.50
201923	JERSEY MIKES 40006 - TRUJILLO TASK FORCE TRAVEL	14.57
201925	BOZEMAN TRAIL STEAKHOU - ROTHLEUTNER MEETING	20.14
201940	HOMEWOOD SUITES BILLINGS - EXPEDIA GLITCH / HOTEL	206.53
201941	HOMEWOOD SUITES BILLINGS - EXPEDIA GLITCH / HOTEL	-206.53
201966	AMAZON MKTPL*AE9DF52F3 - EVIDENCE SUPPLIES	76.97
202000	SQ *NATIONAL TACTICAL OFF - NTOA MEMBERSHIP	50.00

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001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
66666-MISC P-CARD VENDOR			
	202002	SPRINGHILL STES CHEYEN - EXPEDIA GLITCH / HOTEL WA	124.30
	202003	SPRINGHILL STES CHEYEN - COX - DRE TRAINING IN CHE	110.00
	202004	SPRINGHILL STES CHEYEN - EXPEDIA GLITCH / HOTEL PR	-124.30
	202032	SQ *NATIONAL TACTICAL OFF - TRAINING - ANNA, RALPH	3,204.00
	202048	PETCO 2419 - HOANG K9 SUPPLIES	42.50
	202051	PD PICKUP UPFIT	189.99
	202058	AMAZON MKTPL*Z36E432T3 - CHARGE WAS ACCIDENTALLY R	146.95
		VENDOR TOTAL:	6,477.64
		DIVISION TOTAL:	6,763.34
41-DISPATCH			
66666-MISC P-CARD VENDOR			
	201770	AMAZON MKTPL*BB89T4RB1 - DISPATCH SUPPLIES	13.08
	202111	APCO INTERNATIONAL INC - DISPATCH TRAINING	391.00
		VENDOR TOTAL:	404.08
		DIVISION TOTAL:	404.08
42-VOCA/VAWA			
66666-MISC P-CARD VENDOR			
	201848	MAVERIK #738 - EMERGENCY FINANCIAL FOR VS	100.00
	201849	MAVERIK #738 - EMERGENCY FINANCIAL FOR VS	32.42
	201889	MAVERIK #738 - EMERGENCY FINANCIAL FOR VS	100.00
	202092	MAVERIK #738 - EMERGENCY FINANCIAL FOR VS	12.33
		VENDOR TOTAL:	244.75
		DIVISION TOTAL:	244.75
44-ANIMAL CONTROL			
66666-MISC P-CARD VENDOR			
	201738	BUSINESS SE 84300610506448 - CITY TAGS	516.33
	201807	CODE 3 ASSOCIATES - GROVES TRAINING	565.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
44-ANIMAL CONTROL		
66666-MISC P-CARD VENDOR		
202006	AMAZON MKTPL*5P7HP06G3 - UNIFORMS	30.92
	VENDOR TOTAL:	1,112.25
	DIVISION TOTAL:	1,112.25
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
201768	SQ *THAT EMBROIDERY PLACE - ANIMAL SHELTER UNIFORM	45.00
201788	MWI ANIMAL HEALTH - DONATIONS	85.60
201816	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	555.50
201853	WEDGEWOOD PHARMACY - CREDIT	-62.37
201854	AMAZON MKTPL*S40G48HI3 - DONATIONS	301.32
201855	AMAZON MKTPL*BI71M8RG2 - DONATIONS	68.97
201869	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	115.00
201879	Amazon.com*BI6TW4YV1 - ACCIDENTAL PERSONAL CHARGE	70.00
201890	VISTAPRINT - ANIMAL SHELTER SUPPLIES	66.13
201906	WOEHL VETERINARY SERVICE - RABIES	9.00
201943	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	236.00
201944	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	151.00
201968	ANIMAL MEDICAL CENTER OF - RABIES	55.00
201969	ANIMAL MEDICAL CENTER OF - RABIES	9.50
201970	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	194.00
202005	MWI ANIMAL HEALTH - ANIMAL CARE	250.80
202008	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	345.00
202009	ANIMAL MEDICAL CENTER OF - RABIES	132.00
202018	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	95.75
202065	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	123.00
202080	WAL-MART #1485 - OFFICE SUPPLIES	9.67
202100	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	35.50

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001-GENERAL FUND			
40-POLICE DEPARTMENT			
45-ANIMAL SHELTER			
66666-MISC P-CARD VENDOR			
	202105	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	35.50
		VENDOR TOTAL:	2,926.87
2163-ZOETIS INC			
	202007	ZOETIS INC - VACCINATIONS	123.50
	202126	ZOETIS INC - VACCINATIONS / ANIMAL CARE	522.70
		VENDOR TOTAL:	646.20
		DIVISION TOTAL:	3,573.07
		DEPARTMENT TOTAL:	12,097.49

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-CITY HALL BUILDING MAINTENANCE			
66666-MISC P-CARD VENDOR			
	201782	MINI FRIDGE REPLACEMENT CH 2ND FLOOR	204.99
	201846	TOOLS FOR TRUCK	195.93
	201903	CITY HALL CS & PD TV MOUNTS	204.59
	201914	MENARDS GILLETTE WY HUMIDIFIER SUPPLIES FOR DATA C	85.52
	201929	REPLACEMENT PUMP FOR DOMESTIC HOT WATER CITY HALL	474.99
	201930	CH/ ACO	33.41
	201987	TOOLS	279.00
	201988	TRUCK SUPPLIES CH	33.21
	201999	CH ICE MACHINE	142.04
	202052	CUSTOMER SERVICE PROJECT	59.98
	202124	MOUSE ISSUES FM SHOP	22.96
VENDOR TOTAL:			1,736.62
DIVISION TOTAL:			1,736.62
51-PARKS			
66666-MISC P-CARD VENDOR			
	201766	GOOD SNOW SHOVEL FOR SNOW REMOVAL	29.97
	201796	NRPA MEMBERSHIP DUES	180.00
	201810	KICKDOWN DOOR STOPS FOR SPLASH PAD BUILDING	9.98
	201852	ICE CLEATS FOR PARKS STAFF	36.06
	201858	SHOP VAC FILTER	34.48
	201895	CHAIN TO BLOCK OFF CORNER AT ECSC BY SPEED BUMP	20.97
	201912	MATERIAL TO REPAIR SOME OUTLETS @ DALBEY SHOP	36.18
	201913	DUPLICATE KEYS	12.00
	201920	ECSC- CHAIN TO FINISH CORNER BY SPEED BUMP	14.80
	201934	DUPLICATE KEYS FOR WEEDWHACK HOLDERS ON TRUCKS	16.00
	201936	CDL LICENSE	87.04
	201951	ISA TRAINING CERTIFICATION BOOKS	205.87
	201976	PURCHASE PROTECTION FOR PESTICIDE CERTIFICATION TR	38.25
	201977	PESTICIDE CERTIFICATION TRAINING FOR NICK, JENNI,	450.00

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001-GENERAL FUND			
50-PUBLIC WORKS			
51-PARKS			
66666-MISC P-CARD VENDOR			
	201978	UNIT 155 SUPPLIES	127.99
	201989	LOCKS FOR SOCCER GOALS	24.99
	202010	WEATHERPROOF ELECTRICAL HOUSING/ COVER	36.48
	202016	MATERIAL FOR GENERAL REPAIRS TO BE KEPT ON UNIT#70	15.97
	202022	BATTERY TENDERS SM EQUIPMENT	45.26
	202045	DALBEY SHOP-IRRIGATION PARTS	26.55
	202060	LOCK NUTS TO FIX OUTDOOR TRASH CAN LIDS	3.75
	202066	ZIP TIES FOR VINYL FENCE ON 4J	3.99
	202096	PLASTIC CHAIN TO SECURE ROLLOUTS	59.37
	202099	RECEPTECLES FOR LADIES RR @ DALBEY LITTLE LEAGUE	143.07
	202108	MATERIAL TO MOUNT SANITARY RECEPTACLES @ DALBEY LI	6.87
	202109	LANDSCAPING SUPPLIES FOR PARKS PLANTERS	41.97
VENDOR TOTAL:			1,707.86
DIVISION TOTAL:			1,707.86
53-FORESTRY			
66666-MISC P-CARD VENDOR			
	202015	ISA & UCFS DUES	282.00
	202036	STEEL TOE BOOTS/ TOOL SHARPENERS FOR PAULETTE & AD	357.26
	202037	RAIN GEAR FOR CREW	32.76
	202062	BLADE REPLACEMENTS & HAND TOOLS FOR TREE WORK	449.08
VENDOR TOTAL:			1,121.10
DIVISION TOTAL:			1,121.10
54-STREETS			
66666-MISC P-CARD VENDOR			
	201842	BOOTS FOR ALI KISTLER	131.39
	201844	BUCKETS/ LIDS/ MIXER FOR PATCHING	70.58
	201928	FLOOR DRY	890.10
VENDOR TOTAL:			1,092.07
DIVISION TOTAL:			1,092.07

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
	DEPARTMENT TOTAL:	5,657.65

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
66666-MISC P-CARD VENDOR		
201763	ICMA MEMBER RENEWAL - JOE S.	200.00
201764	WINTER SAFETY COAT - KERWIN	146.24
201832	SAFETY - STEEL TOED BOOTS	250.18
202001	ENGINEERING TRAINING - RY, JOE, TOBY, MATT, CLARK,	73.63
202028	GRAMMARLY PROGRAM - KERWIN	144.00
202098	B&H PHOTO 800-606-6969 ENG CONFERENCE LARGE DISPLA	1,686.92
202106	WY PROFESSIONAL ENGINEER RENEWAL - MATT	90.00
202127	AMAZON MKTPL*F53EU75A3 PC MOUNT FOR ENG CONFERENCE	28.49
	VENDOR TOTAL:	2,619.46
	DIVISION TOTAL:	2,619.46
61-BUILDING INSPECTION		
66666-MISC P-CARD VENDOR		
201904	ALBERTSONS #0067 - WATER FOR BOE MEETINGS	4.99
201935	INT'L CODE COUNCIL INC - CERTIFICATION RENEWALS	110.00
	VENDOR TOTAL:	114.99
	DIVISION TOTAL:	114.99
62-TRAFFIC SAFETY		
66666-MISC P-CARD VENDOR		
201756	IMSA MEMBER RENEWAL - TY	100.00
	VENDOR TOTAL:	100.00
	DIVISION TOTAL:	100.00
63-PLANNING		
66666-MISC P-CARD VENDOR		
202074	TYLER USER CONFERENCE - MEREDITH	1,249.00
	VENDOR TOTAL:	1,249.00
	DIVISION TOTAL:	1,249.00
	DEPARTMENT TOTAL:	4,083.45

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
03-PUBLIC ACCESS		
66666-MISC P-CARD VENDOR		
201750	GENERAL SUPPLIES	25.36
	VENDOR TOTAL:	25.36
	DIVISION TOTAL:	25.36
31-CITY CLERK/PRINT SHOP		
66666-MISC P-CARD VENDOR		
201888	POSTAGE	500.00
201986	MONTHLY STMT 11.17.25-12.17.25	48.74
	VENDOR TOTAL:	548.74
	DIVISION TOTAL:	548.74
65-PUBLIC AFFAIRS ADMINISTRATION		
66666-MISC P-CARD VENDOR		
201758	PRESS SUBSCRIPTION	6.00
202067	LIGHTING CONTEST ADVERTISING	68.50
202121	CANVA MONTHLY SUBSCRIPTION	30.00
	VENDOR TOTAL:	104.50
	DIVISION TOTAL:	104.50
	DEPARTMENT TOTAL:	678.60
	FUND TOTAL:	50,011.92

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
66666-MISC P-CARD VENDOR			
	202017	FOX PARK MS	1,584.99
	202081	FOX PARK MS	16.79
	202110	FOX PARK MS	100.35
		VENDOR TOTAL:	1,702.13
		DIVISION TOTAL:	1,702.13
		DEPARTMENT TOTAL:	1,702.13
		FUND TOTAL:	1,702.13

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Invoice Number		Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
66666-MISC P-CARD VENDOR			
201753		STROUP CB	176.83
201779		HEATERS FOR NEW REGIONAL BLDG W/O ELECTRIC SERVICE	149.91
201791		STROUP CB	162.42
201811		PHASE 6 REGONAL BLDG THAW	44.97
201814		STROUP CB	269.96
201815		STROUP CB	16.02
201871		STROUP CB	56.30
201994		STROUP CB	45.56
		VENDOR TOTAL:	921.97
		DIVISION TOTAL:	921.97
		DEPARTMENT TOTAL:	921.97
		FUND TOTAL:	921.97

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Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
66666-MISC P-CARD VENDOR		
201803	OFFICE SUPPLIES (MINTS)	12.54
201804	FEDEX33811000 MISC SHIPPING	111.54
201963	PLANNERS	14.44
201974	POSTAGE SERVICE CHARGE (11.15.25 TO 12.15.25)	37.49
	VENDOR TOTAL:	176.01
	DIVISION TOTAL:	176.01
71-ELECTRICAL ENGINEERING		
66666-MISC P-CARD VENDOR		
201746	SAFETY GLASSES	91.00
201823	2026 PLANNERS FOR EE STAFF	87.65
	VENDOR TOTAL:	178.65
	DIVISION TOTAL:	178.65
76-SCADA		
66666-MISC P-CARD VENDOR		
201802	SOURCE MANAGEMENT - 26SC01 2026 OFFICE CALENDARS	71.92
201998	SOURCE MANAGEMENT - 26SC01 2026 OFFICE CALENDARS	-71.92
202042	ACCIDENTLY USED CARD FOR PERSONAL USE REIMBURSED C	102.55
	VENDOR TOTAL:	102.55
	DIVISION TOTAL:	102.55
	DEPARTMENT TOTAL:	457.21
	FUND TOTAL:	457.21

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Invoice Number		Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
66666-MISC P-CARD VENDOR			
202011		3 YRD SUPPLIES FOR REPAIR	17.55
		VENDOR TOTAL:	17.55
		DIVISION TOTAL:	17.55
		DEPARTMENT TOTAL:	17.55
		FUND TOTAL:	17.55

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
201736		WORK SHIRT & CITY LOGO	126.00
201743		CIP #1 CLASS HOUSTON, TX (LUNCH 11/30/25)	42.77
201744		CIP #1 CLASS HOUSTON, TX (DINNER 11/30/25)	18.16
201745		CIP #1 CLASS HOUSTON, TX (LUNCH 12/1/25)	17.66
201752		CAULK GUN FOR VALVE CUTTER	12.99
201754		HOUDINI LOCK LUBE SET OF 4	120.00
201755		VALVE BOX TOP FOR REPLACING & LOWERING PROJECT	130.80
201760		WORK BOOTS	189.89
201761		CIP #1 CLASS HOUSTON, TX (DINNER 12/1/25)	20.52
201762		CIP #1 CLASS HOUSTON, TX (LUNCH 12/2/25)	19.23
201774		CIP #1 CLASS, HOUSTON, TX (DINNER 12/2/25)	19.74
201775		CIP #1 CLASS HOUSTON, TX (LUNCH 12/3/25)	16.54
201776		BORDER STATES INDUSTRIES - M9 & M10 VFDS	108.28
201780		PRDF GEN CLEANING	139.88
201789		PARTS FOR VAC TRAILER	88.98
201790		TOOLS FOR VALVE CUTTER	42.94
201792		MOTOR SAVER 777 FOR WELL S-22	622.76
201793		MANIFOLD BUILDING UNIT HEATER	523.48
201794		ICE CLEATS (3 REC'D/ 5 ON BACKORDER)	44.28
201800		CIP #1 CLASS HOUSTON, TX (DINNER 12/4/25)	43.07
201801		CIP #1 CLASS HOUSTON, TX (DINNER 12/3/25)	48.74
201812		TURCK STOCK	51.52
201813		L.P. REFILL FOR REGIONAL BLDGS	16.37
201817		HEATERS FOR REGIONAL FREEZE UPS	59.97
201819		LOCK OUT HASP	11.19
201820		PIT WRENCHES FOR CREW	144.24
201821		HEAD LAMP	44.99
201822		WORK CLOTHES & CITY LOGO	82.79
201835		REGISTRATION FOR AMPP BIG SKY 2025 RECTIFIER TRAIN	400.00

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
201838	CIP #1 CLASS HOUSTON, TX (DINNER 12/5/25)	61.16	
201843	SUPPLIES FOR EMERGENCY OPERATIONS	36.80	
201859	STEEL TOE WORK BOOTS	187.19	
201860	THE HOME DEPOT #6005 - PS1 VAULT POWER	30.11	
201861	BORDER STATES INDUSTRIES - PS1 VAULT POWER	131.11	
201862	CRUM ELECTRIC SUPPLY CO - PS1 VAULT POWER	44.99	
201863	MENARDS GILLETTE WY - PS1 VAULT POWER	58.21	
201867	TOOLS FOR VAC TRAILER	37.28	
201872	2026 WALL CALENDAR	26.28	
201873	WALL FILE ORGANIZER FOR METER TECH OFFICE	34.53	
201874	RURAL WATER CONFERENCE (DINNER 12/5/25)	44.70	
201875	CIP #1 CLASS HOUSTON, TX RENTAL CAR	561.85	
201876	CIP #1 CLASS HOUSTON, TX FUEL	10.26	
201880	CORK/WHITE BOARD FOR METER TECH OFFICE	38.33	
201884	CIP #1 CLASS HOUSTON, TX LODGING	1,030.40	
201885	CIP #1 CLASS HOUSTON, TX (LUNCH 12/7/25)	34.51	
201886	CP CLASS HOUSTON, TX (12/8/25 DINNER)	26.00	
201887	CP CLASS HOUSTON, TX (12/8/25 LUNCH)	14.15	
201893	TOOLS FOR PULLING APART M-9 & M-10	32.97	
201901	CP CLASS HOUSTON, TX	20.00	
201908	THE HOME DEPOT #6005 - PS1 VAULT POWER	20.01	
201909	MENARDS GILLETTE WY - PS1 VAULT POWER	45.50	
201911	PARTS TO ASSEMBLE ARV FOR HYDRANTS	148.46	
201915	REFUND FOR DAMAGED 2026 WALL CALENDAR	-26.28	
201939	CP CLASS HOUSTON, TX (12/10/25 DINNER)	26.00	
201946	BATTERY TENDERS FOR REGIONAL EQUIPMENT	256.96	
201957	WINTER WORK GEAR (BOOTS & BIB OVERALLS)	285.28	
201961	CP CLASS HOUSTON, TX (12/11/25 DINNER)	36.00	
201962	CP CLASS HOUSTION, TX (12/12/25 DINNER)	21.00	

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
	201963	PLANNERS	50.85
	201971	OFFICE SUPPLIES FOR WA	43.98
	201972	CP CLASS HOUSTON, TX LODGING	768.00
	201973	CP CLASS HOUSTON, TX RENTAL CAR	420.76
	201975	REGISTRATION FOR C1 COURSES	1,025.00
	201982	BORDER STATES INDUSTRIES - POWER OUTAGE REPOWER FL	259.91
	201983	BORDER STATES INDUSTRIES - HEADWORKS GP202 FLUSH L	49.92
	201984	BORDER STATES INDUSTRIES - S19 CONDUIT REPAIR/REPL	276.03
	201991	VALVE SUPPLIES	30.95
	201992	PARTS FOR TROUBLE CALL PRESSURE GUAGES AND VALVE B	544.82
	201993	TOOLS FOR VALVE CUTTER	30.75
	201996	MENARDS GILLETTE WY - S19 CONDUIT REPAIR/REPLACE	51.11
	201997	CRUM ELECTRIC SUPPLY CO - S19 CONDUIT REPAIR/REPLA	63.06
	202012	CASES FOR STATIC PRESSURE INSTRUMENTS	159.96
	202013	LOCKS FOR SAMPLE STATIONS	355.28
	202014	B&H PHOTO 800-606-6969 MONITOR FOR NEW WATER POSIT	1,099.99
	202025	DC2 SURGE TANK PROJECT	64.75
	202026	DC2 SURGE TANK PROJECT	163.58
	202040	TOOLS & SCREWS FOR METER TRUCK STOCK	34.93
	202041	BOLTS FOR TRUCK STOCK	9.26
	202043	400 AMP FUSE FOR WELL M-1	380.93
	202044	3" LIQUIDTITE CONDUIT AND FITTINGS FOR WELL M-9	1,026.07
	202046	CHEMICALS FOR PINE RIDGE	71.83
	202047	CP 42" CASING PARTS	19.82
	202049	CP CLASS HOUSTON, TX TOLL FEE	21.90
	202061	LIGHTS FOR NIGHT WORK	138.30
	202069	72"X48" MAGNETIC DRY ERASE BOARD FOR WATER STAGING	244.89
	202076	DC2 SUCTION TRANSDUCER PROJECT	52.56
	202077	DC2 SUCTION TRANSDUCER PROJECT	259.24

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
202078	BORDER STATES INDUSTRIES - PS1 VAULT POWER	119.97
202079	ICE CLEATS	73.80
202082	72"X48" MAGNETIC GLASS DRY ERASE BOARD FOR WATER M	259.99
202088	SUPPLIES TO FIX IRRIGATION WIRES	63.95
202097	TRUCK STOCK	70.94
202107	TRUCK STOCK	460.05
202118	WET WEATHER WORK PANTS (RAIN GEAR)	35.09
202119	SAMPLE STATION SUPPLIES	11.96
202120	TRUCK STOCK	20.77
202123	SDARWS TECHNICAL CONFERENCE REGISTRATION	475.00
	VENDOR TOTAL:	15,791.49
	DIVISION TOTAL:	15,791.49
	DEPARTMENT TOTAL:	15,791.49
	FUND TOTAL:	15,791.49

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
201737	TOOLS (UNIT 77 & 176)	335.98	
201740	TOOLS (UNIT 116)	32.00	
201767	GROUND CLIPS FOR WESTERN TIE	48.55	
201781	ELECTRICAL SERVICES SHOP PENCIL SHARPENER	22.10	
201783	PCB TESTS SHIPPING	8.00	
201795	METER BASE PLUG	3.09	
201809	DISTILLED WATER/SUBSTATION BATTERIES	4.11	
201824	TOOLS (UNIT 241)	166.65	
201825	PULLING SOCK	261.41	
201836	OFFICE CHAIR	397.49	
201850	OFFICE CHAIR	397.49	
201868	FLEECE BEANIE UNDER HARD HAT	35.99	
201894	TOOLS (UNIT 77)	29.88	
201919	UNI BIT FOR UNIT 116	91.05	
201931	YEARLY PLANNERS FOR CREW	410.92	
201942	YEARLY PLANNER/MATT HUTTON	22.46	
201947	HITCH & PIN (UNIT 19)	433.80	
201948	LUGS FOR TRANSFORMER	109.37	
201949	VOLT METER TEST LEADS	135.33	
201950	TOOLS (UNIT 19)	496.45	
201965	BOOT GUARD	17.99	
202029	SAFETY WINTER BOOTS	170.99	
202030	SAFETY WINTER BOOTS	189.89	
202056	STEEL TOE BOOTS	200.00	
202057	SAFETY WINTER BOOTS (RETURN)	-189.89	
202059	X-MAS TIMERS	2,232.39	
202070	16 HR ELECTRICAL RENEWAL CLASS FOR ELECTRICAN	115.97	
202071	TRANSFORMER LUGS	257.00	
202072	TOOLS FOR ES TRUCKS	492.60	

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
202073		TOOLS FOR UNIT 116	48.45
202089		CHAIN SAW PREMIX	46.47
202091		STEEL TOE BOOTS (CREDIT FOR CHEAPER BOOTS)	-25.41
202094		SUBSTATION CLEANING SUPPLIES	44.56
202095		YEARLY PLANNER	22.46
		VENDOR TOTAL:	7,065.59
		DIVISION TOTAL:	7,065.59
		DEPARTMENT TOTAL:	7,065.59
		FUND TOTAL:	7,065.59

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
66666-MISC P-CARD VENDOR			
	201747	CEU'S	49.45
	201751	UV BLDG 900 HOSE REEL REPLACEMENT SCREWS	6.45
	201773	REPLACEMENT FILTERS FOR WWTP	74.88
	201777	BORDER STATES INDUSTRIES - 26SC08 BLOWER RAS BLOWE	1,062.41
	201804	FEDEX33811000 MISC SHIPPING	31.15
	201818	LASER DISTANCE METER FOR WWTP INVENTORY	133.99
	201826	WORK GLOVES	53.51
	201833	BATTERIES FOR FLASHLIGHTS	49.90
	201834	TOOLS & AIRFILTER	110.61
	201841	BORDER STATES INDUSTRIES - GAS COMPRESSOR 1104 CON	231.84
	201881	LAB TESTS	723.24
	201900	COPPER WIRE FOR POLES	44.03
	201916	ELECTRIC HOLE PUNCH FOR OFFICE AREA (BLDG 100)	58.13
	201917	FLOOD LIGHTS FOR FLAG POLE	384.00
	201918	LAB TESTS	723.24
	201926	SAFETY - ALL SEASON SPREADER	146.99
	201927	PARTS STORAGE BINS FOR BLDG 300	119.99
	201932	CALENDAR ORDER	104.45
	201937	BORDER STATES INDUSTRIES - BOXELDER LS CONDUIT REP	165.78
	201938	O-RING FOR HOIST ON SUPERVISOR TRUCK	21.43
	201945	MISC. SUPPLIES FOR WWTP INVENTORY	125.51
	201954	WORK GLOVES X3	40.41
	201955	PIPING SUPPLIES FOR DRIPTRAPS	131.88
	201956	SCRAPERS FOR PROJECT	88.85
	201959	CRUM ELECTRIC SUPPLY CO - BOXELDER LS CONDUIT REPL	225.87
	201960	CRUM ELECTRIC SUPPLY CO - BOXELDER LS CONDUIT REPL	75.29
	201964	STORAGE CONTAINERS AND SHELF FOR BLDG 300	196.36
	201967	PARTS FOR 242 PICKUP	96.84
	201979	REPLACEMENT VALVE FOR WWTP	485.29

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
66666-MISC P-CARD VENDOR			
	201990	OFFICE BLDG CLEANING BUCKETS	25.94
	202024	1ST AID SUPPLIES	41.66
	202033	LUNCH FOR WW CREW - FINAL PURCHASE	376.00
	202034	SAFETY/HOLIDAY LUNCH FOR WW CREW (CHARGED TAX)	352.80
	202035	SAFETY/HOLIDAY LUNCH FOR WW CREW (REFUNDED TAX)	-352.80
	202038	TRAINING FOR LICENSE HOURS	30.00
	202039	TRAINING FOR LICENSE HOURS	30.00
	202050	MAGNETS FOR DAFT FALL/EMPTY	3.99
	202068	S. PLANT SUMP PUMP/ MISC PARTS	268.23
	202075	COLLECTION VOL. 1 COURSE	75.00
	202083	3 POSITION SWITCH AND H/O/A LEGEND PLATE FOR UV BU	72.06
	202085	CARPET CLEANER FOR CUSTODIAN	319.99
	202086	SAFETY/CLEANING SUPPLIES	153.32
	202087	DEF	32.97
	202103	PAINTERS TAPE FOR TOUCHING UP LIFT STATIONS	6.49
	202113	TEST PREP	299.99
	202115	TAPE FOR BLDG ROOF VENT COVER REPAIRS	51.92
		VENDOR TOTAL:	7,549.33
1697-NORTHWEST SCIENTIFIC INC			
	202019	LAB SUPPLIES	526.29
		VENDOR TOTAL:	526.29
2038-POWDER RIVER POWER			
	201778	BELTS - INVENTORY	141.34
		VENDOR TOTAL:	141.34
		DIVISION TOTAL:	8,216.96
		DEPARTMENT TOTAL:	8,216.96
		FUND TOTAL:	8,216.96

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Invoice Number		Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
66666-MISC P-CARD VENDOR			
201902	CW		13.16
201933	PARKS KEYBOARD TRAY		38.90
201985	CITY WEST FILE CABINETS		479.96
		VENDOR TOTAL:	532.02
		DIVISION TOTAL:	532.02
		DEPARTMENT TOTAL:	532.02
		FUND TOTAL:	532.02

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Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
66666-MISC P-CARD VENDOR			
201769		FLYING J 758 - FUEL PD 6	31.00
201845		BALANCE OF PARKS WEEDEATER HEAD ORDER	632.69
201882		CONOCO - RODEO WEST CONVE - FUEL PD 14	24.45
201981		CHIPPER RADIATOR REPAIRS	245.52
201995		LOAF N JUG 0116 - FUEL PD 59	33.72
202023		SANDER SPINNER MOTOR	793.74
202112		DEF FOR LOADERS AT WWTP	204.18
		VENDOR TOTAL:	1,965.30
		DIVISION TOTAL:	1,965.30
		DEPARTMENT TOTAL:	1,965.30
		FUND TOTAL:	1,965.30

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Invoice Number		Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
66666-MISC P-CARD VENDOR			
	202063	OLD STREET SHOP STORAGE BUILDING	90.43
	202064	OLD STREET SHOP STORAGE BUILDING	36.88
VENDOR TOTAL:			127.31
DIVISION TOTAL:			127.31
DEPARTMENT TOTAL:			127.31
FUND TOTAL:			127.31
GRAND TOTAL:			86,809.45



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Vocational Rehabilitation Presentation - Callie Davis, Policy, Training & Innovation Manager, Wyoming Workforce Services Division of Vocational Rehabilitation

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Things to Know Video for February, 2026.

STAFF REFERENCE:

VIDEO - Jennifer Toscana, Public Affairs Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration of a Parade Permit for the 4th of July Parade on 2nd Street from Burma Avenue to Osborne Avenue on July 4th 2025, with street closures for staging, starting at 7:00 a.m. to 12:00 p.m., Requested by Campbell County Parks and Recreation.

SUGGESTED ACTION:

I move to approve a Parade Permit for the 4th of July Parade on 2nd Street from Burma Avenue to Osborne Avenue on July 4th 2025, with street closures for staging, starting at 7:00 a.m. to 12:00 p.m., Requested by Campbell County Parks and Recreation.

CASE BACKGROUND:

The parade will begin at 10:00 am, with the street closures beginning at 7:00 am for staging purposes. The parade route will begin at Osborne Ave to Burma Avenue, Burma Avenue to 1st Street, 1st Street to Osborne Avenue. This will affect Brooks Avenue as well but the parade does not begin there.

The City of Gillette will block off every cross street from 1st to 2nd Street between Osborne and 4-J on the morning of July 4th beginning with the north side of 2nd Street between 5 and 6 a.m. with access to cross streets from 2nd being closed between 7- 8 a.m. City staff will then begin on the south side of 2nd Street and will close 2nd to the public at 9 a.m. This includes Rohan, 4-J, Richards, Ross, Warren, Gillette, Kendrick, Carey, Emerson, and Osborne Avenues. These barriers and closures will be in place until approximately 11:30 a.m. - 12 p.m. on the 4th of July. The streets need to be blocked off to control traffic in the staging area as well as on the parade route.

In addition, to make the parade safe for all those who attend or participate, 1st Street will be one-way traffic only with the only entry point at Burma Avenue. Business owners or residents who needs access to this area during this time will need to gain access at Burma and 1st with assistance from PD. Traffic in that area is restricted because of staging. Public parking should be south of 2nd Street. Only parade traffic will be allowed down 1st Street between 7:30 a.m. and noon or whenever the parade ends. The north lane of 2nd Street heading west from Osborne to 4-J will be for parade traffic only meaning parade participants needing to access the side streets who are lined up on those side streets or to drop off people who are on floats in those areas will be the only ones allowed in the north westbound lane. Handicap parking will be allowed on Gillette Avenue between 1st and 2nd Streets,

Gillette Avenue is not used for any staging so people who are handicap have a place to park that is somewhat close.

Barricades and Police Escorts are requested.

Darla Cotton with CCPR will be in attendance at the meeting to provide details of events, and once approved, will meet with City Public Works and P.D. to coordinate.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

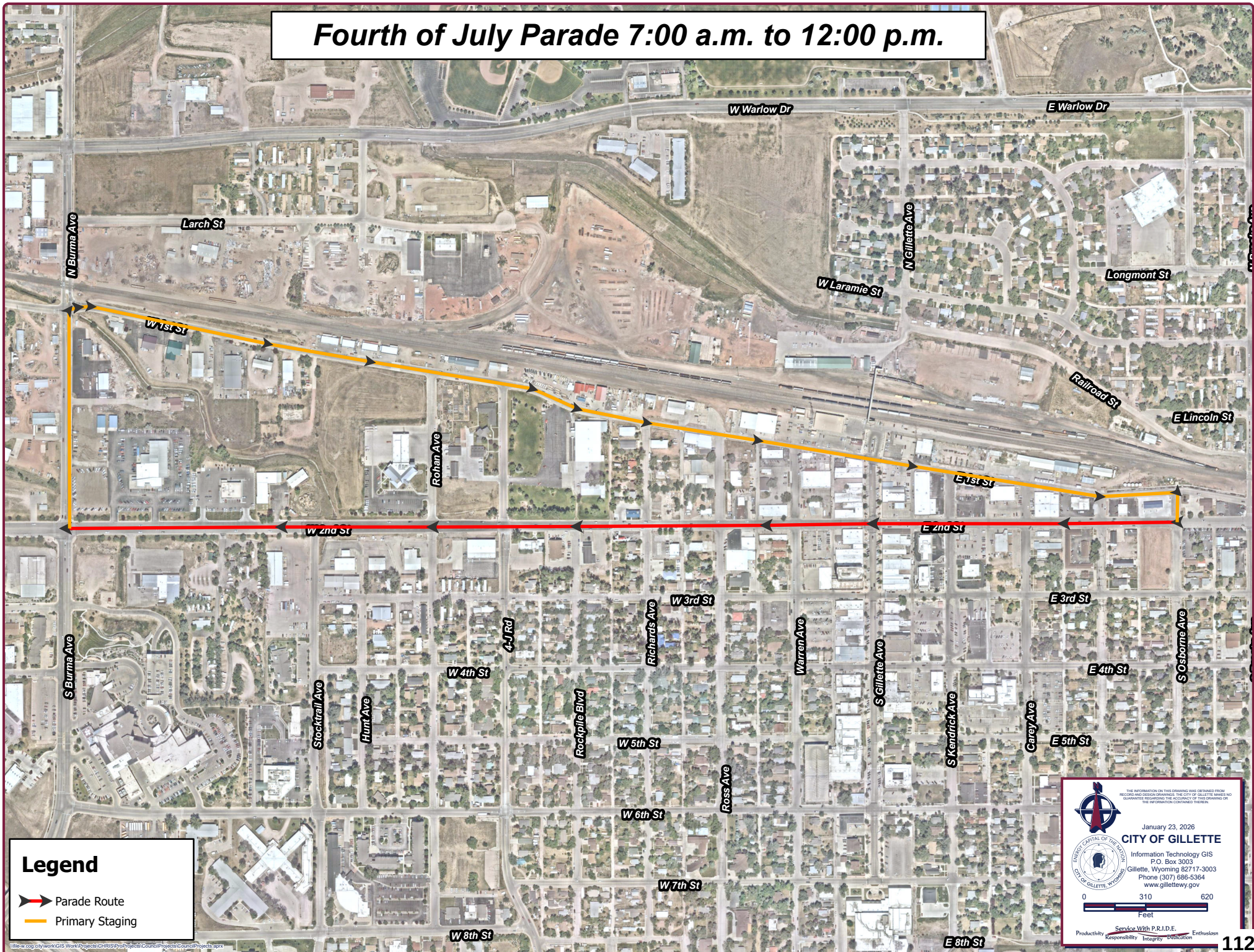
[MAP](#)

[County Map](#)

[Letter](#)

[Certificate of Insurance](#)

Fourth of July Parade 7:00 a.m. to 12:00 p.m.



Legend

- ➡ Parade Route
- Primary Staging



January 23, 2026
CITY OF GILLETTE
 Information Technology GIS
 P.O. Box 3003
 Gillette, Wyoming 82717-3003
 Phone (307) 686-5364
www.gillettewy.gov



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



4th of July Parade Route

- Parade Route
- Primary Lineup & Staging
- Back-up Lineup & Staging
- Staging Area
- Barricades
- PortaPotty/Business Restroom
- No Parking On This Street
- Handicap Parking Only

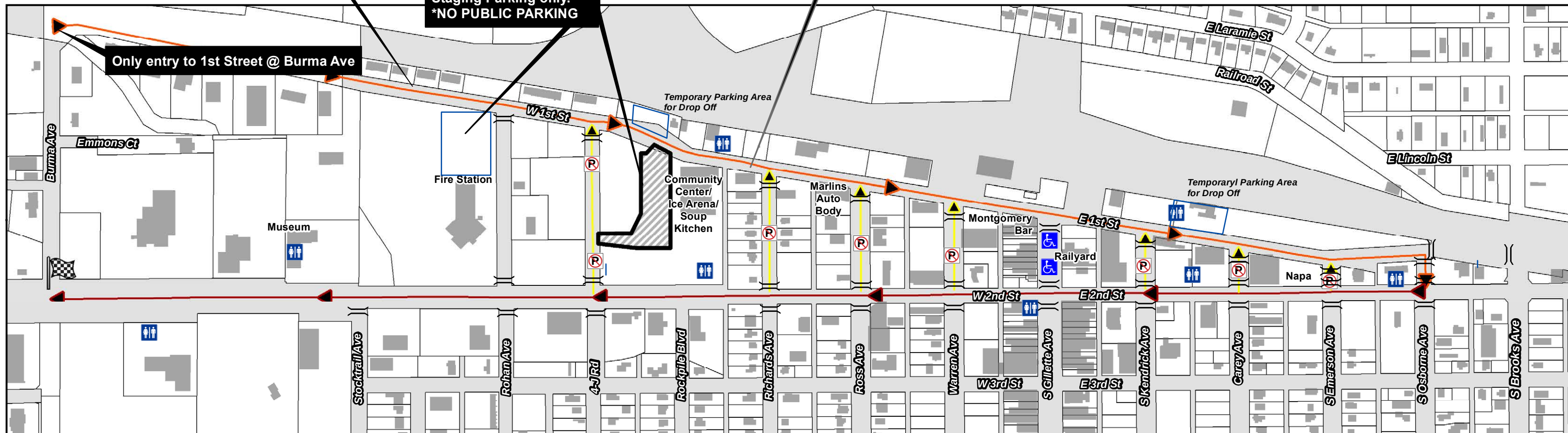
Public will not be allowed to park north of 2nd Street or access any of the cross streets from 7:30am until the parade is over. If attending the parade, you will need to park south of 2nd Street

No Parking Anywhere Along First Street

Only entry to 1st Street @ Burma Ave

Parade Participants and Staging Parking only.
*NO PUBLIC PARKING

1st Street will only be one way traffic from 7:30am - Noon or until the parade is over West to East, the only exit will be Brooks Ave



Beginning at 9 am, 2nd Street will be closed from Brooks Avenue to Burma Avenue until parade is over and crews have cleaned the street. The north lane of Hwy. 14-16 / 2nd Street will be for parade traffic only. All parade participants can utilize this lane from Brooks Avenue to travel west and gain access to the cross streets nearest their line-up number. If dropping off kids participating in the parade, you may pull into the CO-OP Grain Elevator on the north side of first street and escort your children to their float. You will not be able to park there, drop off only, please.



DWAYNE DILLINGER • EXECUTIVE DIRECTOR

250 SHOSHONE AVENUE • GILLETTE, WY 82718
PHONE: 307-682-7406 • FAX 307-682-7050
HOME PAGE: www.ccprd.com

DATE: June 1, 2026
RE: 4th of July Parade and Street Closures

This year's parade route will again travel east to west on Highway 14-16 or 2nd Street. Staging will be along the south side of 1st Street from Burma to Osborne and the side streets from 4-J to Osborne. **The actual parade will begin at Osborne and 2nd Street at 10 a.m. and end at Burma and 2nd Street sometime between 11a.m. and 12 p.m.**

The Recreation Center tries to notify all businesses and residents in the affected area. The City of Gillette will block off every cross street from 1st to 2nd Street between Osborne and 4-J on the morning of July 4th beginning with the north side of 2nd Street between 5 and 6 a.m. with access to cross streets from 2nd being closed between 7- 8 a.m. City staff will then begin on the south side of 2nd Street and will close 2nd to the public at 9 a.m. This includes Rohan, 4-J, Richards, Ross, Warren, Gillette, Kendrick, Carey, Emerson, and Osborne Avenues. These barriers and closures will be in place until approximately 11:30 a.m. - 12 p.m. on the 4th of July. The streets need to be blocked off to control traffic in the staging area as well as on the parade route.

In addition, to make the parade safe for all those who attend or participate, 1st Street will be one-way traffic only with the only entry point at Burma Avenue. If you are a business owner or a resident who needs access to this area on July 4, you will need to gain access at Burma and 1st and let the police officer know what your address is or business you need access to. We try to restrict traffic in that area because of staging. Public parking should be south of 2nd Street. Only parade traffic will be allowed down 1st Street between 7:30 a.m. and noon or whenever the parade ends. The north lane of 2nd Street heading west from Osborne to 4-J will be for parade traffic only meaning parade participants needing to access the side streets who are lined up on those side streets or to drop off people who are on floats in those areas will be the only ones allowed in the north westbound lane. Handicap parking will be allowed on Gillette Avenue between 1st and 2nd Streets, we don't use Gillette Avenue for any staging so people who are handicap have a place to park that is somewhat close.

Please find a map on the backside of this letter. If you have any questions or concerns regarding this year's parade, please contact Darla Cotton at Campbell County Parks and Recreation by email Darla.Cotton@campbellcountywy.gov or by phone 682-7406.

Thanks,

July 4th Parade Coordinator

Darla J. Cotton
Office Manager-Operations
Campbell Co. Parks & Recreation
250 Shoshone Ave
Gillette WY 82718
(307)682-7406
Fax (307)682-7050
Darla.Cotton@campbellcountywy.gov
www.ccprd.com



CAMPCOU-17

JMCKILLOP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 6024 HUB International Mountain States Limited PO Box 819 Gillette, WY 82717	CONTACT NAME: Jennifer McKillop PHONE (A/C, No, Ext): (307) 686-0313 FAX (A/C, No): (307) 687-1473 E-MAIL ADDRESS: jennifer.mckillop@hubinternational.com
INSURED Campbell County 500 S. Gillette Ave., Ste 1200 Gillette, WY 82716-4239	INSURER(S) AFFORDING COVERAGE INSURER A : Charter Oak Fire Insurance Company 25615 INSURER B : The Travelers Indemnity Company 25658 INSURER C : Lexington Insurance Company 19437 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	ZLP21P55015	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 WY Stop Gap \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8103S182556	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 1,000,000			038247050-00	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Travelers Umbrella excludes coverage for Law Enforcement Liability.

Excess Law Enforcement Liability is covered under policy 038247050-00 effective 07/01/2025 to 07/01/2026 written through Lexington Insurance Company with a \$4,000,000 Each Occurrence Limit & a \$4,000,000 Annual Aggregate Limit.

CERTIFICATE HOLDER

CANCELLATION

City of Gillette 201 E 5th Street Gillette, WY 82716	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration for the Acceptance of Public Improvements for the Fox Park Water Monitoring Building Project, Installed by Hladky Construction, Inc., in the Amount of \$422,442.88 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Acceptance of Public Improvements for the Fox Park Water Monitoring Building Project, Installed by Hladky Construction, Inc., in the Amount of \$422,442.88 (1% Project).

PROJECT NUMBER:

25EN36

CASE BACKGROUND:

The Fox Park Monitoring Building Project installed a new concrete masonry unit (CMU) building for monitoring water flows and water quality in the Gillette water system near Hwy 51 and Fox Park Road (see attached Project Area Map). This project allows the water division to track how much water flows through the 30" Madison line. The knowledge of how flow moves through the system will allow the water division to better monitor water quality and better efficiently manage water shutdowns.

BUDGET:

The project was awarded in the amount of \$411,120.27 with 2 change orders executed with the project.

Change order 1 - increase of \$1,964.51 - Shifted the 8'x8' Vault 500' East

Change order 2 - increase of \$9,358.10 - Reconciliation of Quantities

The final cost of the project is \$422,442.88.

This project was fully funded with the Optional 1% Sales Tax Fund allocated within FY2025 in the amount of \$500,000.

ACTUAL COST VS BUDGET:

Cost: \$422,442.88 , Budgeted Amount: \$500,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Affidavit](#)

[Certificate of Final Completion](#)

[Certificate of Substantial Completion](#)

[Warranty](#)

[Project Area Map](#)

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: WyomingCITY: GilletteCOUNTY: CampbellDATE: February 3, 2026

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 Hladky Construction, Inc. the Contractor, date February 3, 2026.

For the 25EN36 – Fox Park Monitoring Building
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.

Hladky Construction, Inc.February 3, 2026

Contractor

1100 North Gurley Avenue

Address

Gillette

City

Wyoming

State

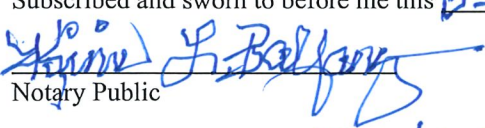
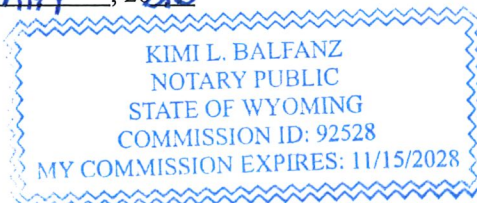
82716

Zip Code


Signed By

PRESIDENT
Title

Subscribed and sworn to before me this 15th day of JANUARY, 2026


Notary Public
My Commission Expires: 11/15/2028

CITY OF GILLETTE CERTIFICATE OF FINAL COMPLETION

Project: Fox Park Monitoring Building

Project No.: 25EN36

Owner: City of Gillette

Date of Contract: May 12, 2025

Contractor: Hladky Construction, Inc.

Engineer: Morrison Maierle, Inc.

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

February 3, 2026

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 JANUARY, 20 26

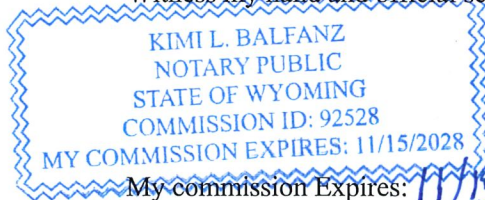
HUADKY CONSTRUCTION INC
CONTRACTOR (COMPANY NAME)

[Signature] PRESIDENT
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by SCOTT HEIBULT
this 15th day of JANUARY, 20 26

Witness my hand and official seal



[Signature]
Notary Public

CITY OF GILLETTE

(Name), Mayor

Date

(S E A L)
ATTEST:

(Name), City Clerk

CITY OF GILLETTE CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Fox Park Monitoring Building

Project No.: 25EN36

Owner: City of Gillette

Date of Contract: May 12, 2025

Contractor: Hladky Construction, Inc.

This Certificate of Substantial Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

February 3, 2026

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

☒ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

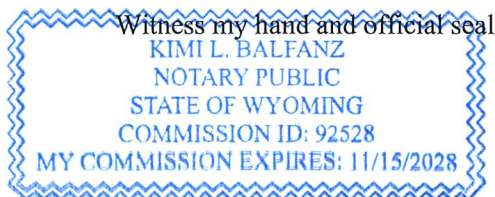
DATED this 15TH day of JANUARY, 20 26

HLADKY CONSTRUCTION INC
CONTRACTOR (COMPANY NAME)

[Signature] PRESIDENT
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by SCOTT HEIBULT
this 15th day of JANUARY, 2026



My commission Expires: 11/15/2028

CITY OF GILLETTE

[Signature]
Notary Public

(Name), Mayor

Date

(S E A L)
ATTEST:

(Name), City Clerk

W A R R A N T Y

(Contractor)

Hladky Construction, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the 25EN36 – Fox Park Monitoring Building Project FOR A PERIOD OF One Year FROM THE DATE OF SUBSTANTIAL AND FINAL COMPLETION.

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 25EN36 – Fox Park Monitoring Building

DATED this 15th day of JANUARY, 2026

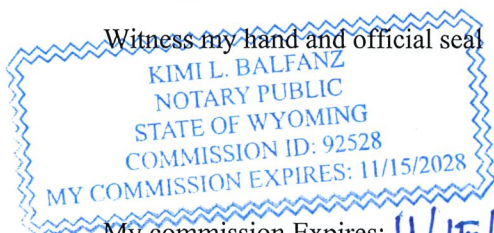
HUDAKY CONSTRUCTION INC
CONTRACTOR (COMPANY NAME)

[Signature] PRESIDENT
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by SCOTT HEIBULT
this 15th day of JANUARY, 2026

Witness my hand and official seal



My commission Expires: 11/15/2028

[Signature]
Notary Public

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

Date

ATTEST:

(Name), City Clerk

Fox Park Water Monitoring Building

E Hwy 51

New 18'x10'
Monitoring
Building

Fox Park Ave

CAM-PLEX Property
Northeast Corner

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

March 28, 2025
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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Responsibility Integrity Dedication



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration for the Acceptance of Development Improvements for the 95 Skyline Drive, Installed by DRM, Inc., on Behalf of the Developer, Double Bull Properties.

SUGGESTED ACTION:

I move for Approval of the Acceptance of Development Improvements for the 95 Skyline Drive, Installed by DRM, Inc., on Behalf of the Developer, Double Bull Properties.

CASE BACKGROUND:

The 95 Skyline Drive development project (new Scooters Coffee) includes the extension of existing water and sanitary sewer mains (see attached Project Area Map). Utility improvements include extending the water main, adding a fire hydrant, and sanitary sewer main extension for the commercial development. The City will take over ownership and maintenance of the described infrastructure upon acceptance.

The developer, Double Bull Properties, is requesting the City to accept the improvements and take over ownership and maintenance of the described infrastructure. These improvements have been verified and installed per city specifications.

ACTUAL COST VS BUDGET:

N/A

STAFF REFERENCE:

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

ATTACHMENTS:

[Certificate of Compliance](#)

[Warranty](#)

[Project Area Map](#)

**CITY OF GILLETTE
DEPARTMENT OF ENGINEERING
CERTIFICATE OF COMPLIANCE**

PROJECT NAME: Scooter Coffee - Water & Sanitary Sewer Extension

CITY PROJECT NO.: _____ CITY PERMIT NO.: PTC2024-0017

DEVELOPER: Double Bull Properties ENGINEER: CEPI
(address) 95 Skyline 6080 Enterprise Drive
Gillette, WY 82713 Casper, WY 82609

I, Rachna Jeffries, as official representative of the above named developer do hereby certify that construction of the above named project has been completed in accordance with the approved Drawings and Specifications.

Rachna Jeffries 11-18-25
Signature Date
Rachna Jeffries Member
Print Name/Title

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS.

The above and foregoing instrument was acknowledged before me by Rachna Jeffries, This 18 day of November, 2025.

Kori L. Duesler - Notary Public
STATE OF WYOMING
Commission Number: 146054
My Commission Expires: November 5, 2027

Witness my hand and official seal.
Kariel
Notary Public

I, Robert Bennett, as official representative of the above named engineer do hereby certify that construction of the above named project has been completed in accordance with the approved Drawings and Specifications.

Robert Bennett
Signature
Print Name/Title Robert Bennett, PE

9/15/25
Date
P.E. Number 5106



STATE OF WYOMING }
COUNTY OF CAMPBELL } SS.

The above and foregoing instrument was acknowledged before me by Robert Bennett, This 15 day of September, 2025.

Witness my hand and official seal.
Sami Herdt
Notary Public

My Commission Expires: 3-29-30

SAMI HERDT
Notary Public - State of Wyoming
Commission ID 152869
My Commission Expires MARCH 29, 2030

WARRANTY

Double Bull Properties hereinafter the DEVELOPER, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the 95 Skyline Dr Gillette, WY 82716 FOR A PERIOD OF **TWO YEARS** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL, HEREBY INDICATED AS _____, 20____. 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 General Condition 13.12 of the Standard Construction Specifications have been met.

DEVELOPER 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 **two years** is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER 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.

DEVELOPER 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

95 Skyline Dr. Gillette, WY 82714

DATED this 21 day of November, 2025

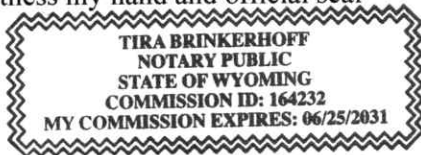
Double Bull Properties
DEVELOPER

[Signature] Member
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Raeann Jeffries,
this 21 day of November, 2021

Witness my hand and official seal



[Signature]
Notary Public

My commission Expires: 06/25/2031

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

Scooter's Coffee 95 Skyline Drive

Skyline Drive

Rodgers Dr

N Hwy 14-16

W 1st St

W 2nd St

Existing Manhole

New Sanitary Main

Scooter's Coffee

Existing Water Main

New Water Main

New Manhole

Legend

- Fire Hydrants
- Private Hydrant
- Manholes
- Water Lines
- Wastwater Lines



January 20, 2026
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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Responsibility Integrity Dedication

\\share.sagecitywork\GIS\Work\Projects\CHRS\Projects\Council\Projects\Council\Projects\aps



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration for the Acceptance of the Fleet Operations Assessment performed by RTA.

SUGGESTED ACTION:

I move for the Acceptance of the Fleet Operations Assessment performed by RTA.

CASE BACKGROUND:

Primary Study Components:

- Conduct a comprehensive assessment of the City's Fleet operation. Areas to be covered included:
 - o Fleet Governance
 - o Acquisition and Disposal
 - o Asset Utilization
 - o In-house Maintenance and Repair
 - o In-house Parts Management
 - o Fleet Resource Management
 - o Outsourced Maintenance and Repair
 - o Fleet Replacement Planning
 - o Fleet Financial Management
 - o Fleet Maintenance Facility
 - o Fleet Management Information System (FMIS)

STAFF REFERENCE:

Sawley Wilde, Public Works Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration of a Bid Award for the Overdale Drive and Oregon Avenue Mill and Overlay Project to Simon Contractors, in the Amount of \$745,155.55 (1% Project).

SUGGESTED ACTION:

I move to Approve a Bid Award for the Overdale Drive and Oregon Avenue Mill and Overlay Project to Simon Contractors, in the Amount of \$745,155.55 (1% Project).

PROJECT NUMBER:

26EN07

CASE BACKGROUND:

BACKGROUND: The Overdale Drive and Oregon Avenue Mill and Overlay project is related to the rehabilitation of selected asphalt streets in the Westover Subdivision (see attached Project Area Map). Specifically Overdale Drive from Westover Road to Boxelder Road, and select portions of Oregon Avenue from Westover Road to Overdale Drive. Additionally, Alternate 1 includes a portion of Georgia Circle.

WHY NEEDED: These streets were identified for improvement through the city's PAVER pavement management system, which evaluates pavement condition using recent inspections and assigns a Pavement Condition Index (PCI) to each block of surfacing. Based on these ratings, a mill and overlay treatment was selected as the most appropriate solution. The mill and overlay process involves removing a portion of the existing asphalt by milling the asphalt and placing a new asphalt surface (overlay) on top of the existing surfacing. This method is appropriate where surface cracking and wear are present, but the underlying pavement structure remains sound. The project will restore a smooth driving surface, extends pavement life by 10-15 years, and is more cost-effective than full reconstruction of the surface.

ANTICIPATED SCHEDULE: The project is anticipated to begin construction in the Summer 2026 and to be completed no later than September 15, 2026. The section of Overdale Drive, must be completed during the summer months to reduce the impact to Prairie Wind Elementary School traffic.

BIDS RECIEVED: Two regular and responsive bids were received at 10:00 a.m. on January 13, 2026, for the referenced project. The results are summarized in the following table.

Contractor	Base Bid	Alternate 1	Total Bid
Simon Contractors	\$ 692,378.55	\$ 52,777.00	\$ 745,155.55
Croell, Inc.	\$ 746,063.96	\$ 73,704.50	\$ 819,768.46
Engineer's Estimate	\$ 792,050.55	\$ 56,452.83	\$ 848,503.38

BUDGET: This project is fully funded with allocated monies in the amount of \$750,000 from the Optional 1% Sales Tax Fund.

ACTUAL COST VS BUDGET:

Actual Cost: \$745,155.55; Budget Amount: \$750,000

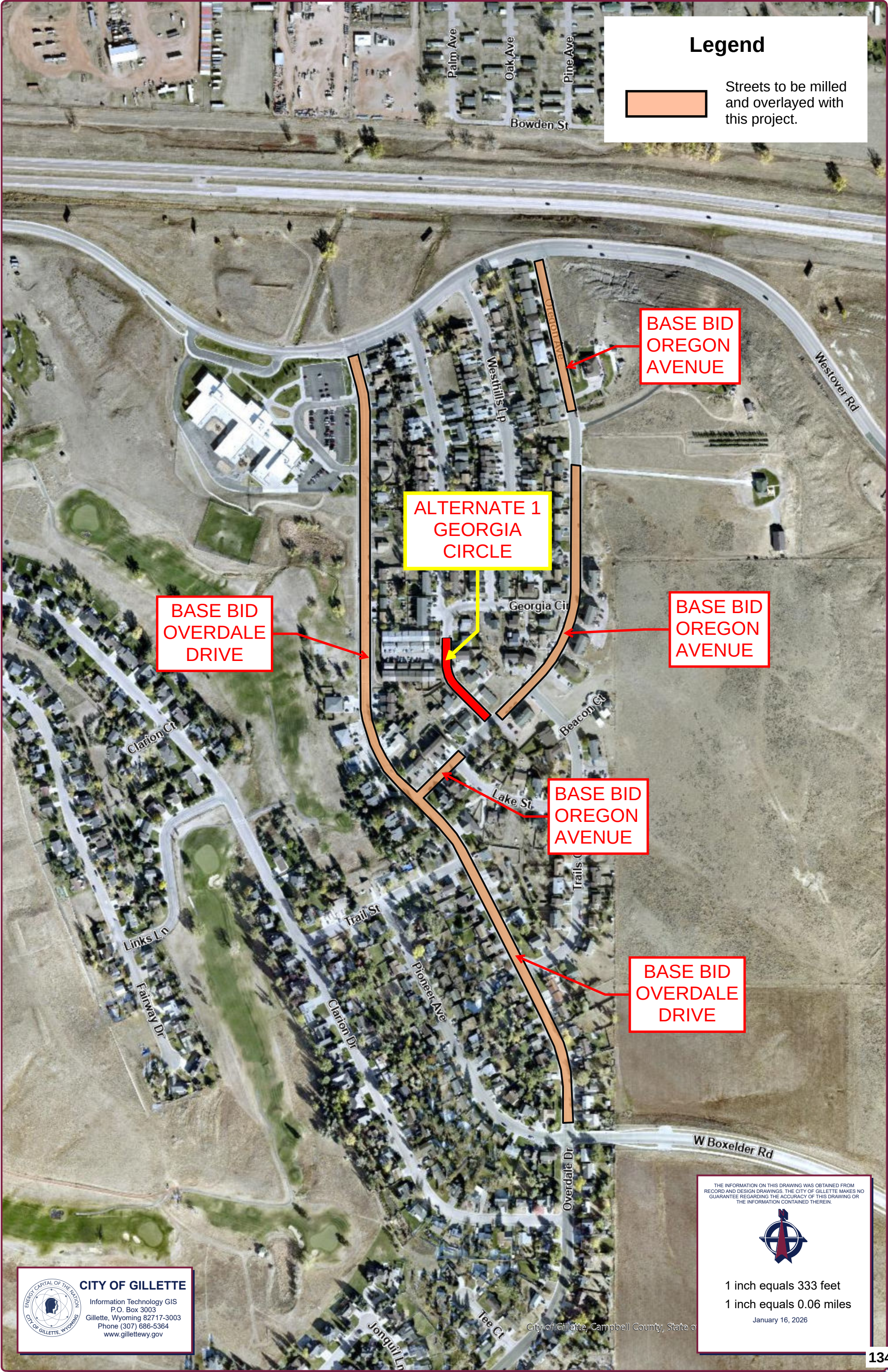
STAFF REFERENCE:

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

ATTACHMENTS:

[Project Area Map](#)

26EN07-Overdale and Oregon M&O Project-Reference Map



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

January 16, 2026

City of Gillette, Campbell County, State of Wyoming



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration of a Professional Services Agreement for Design Services Associated with the Warren Avenue Waterline Replacement Project with KLJ Engineering, LLC, in the Amount of \$188,450.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for Design Services Associated with the Warren Avenue Waterline Replacement Project with KLJ Engineering, LLC, in the Amount of \$188,450.00 (1% Project).

PROJECT NUMBER:

26EN19

CASE BACKGROUND:

This agreement is for the design and bidding services for the Warren Avenue Waterline Replacement Project. The project will include replacing 1960's cast iron water main and vitrified clay pipe sanitary sewer in the area of Warren Avenue from 6th to 10th Street (see attached Project Area Map). The existing water main is aged and has lived its serviceable life. The water main has had several water main breaks on Warren Ave within the last five years. All water valves and fire hydrants will be replaced with the project. Additionally, there is a small amount of sanitary sewer main that is under the street surfacing that is made of vitrified clay pipe. This section of sewer main will also be upgraded with PVC pipe while the surfacing is being replaced.

SCHEDULE:

This project is anticipated to be ready for bidding in late fall of 2026 with construction to begin in the spring of 2027.

BUDGET:

This agreement is fully funded by the Optional 1% Sales Tax Fund in FY2026.

ACTUAL COST VS BUDGET:

Actual Cost = \$188,450.00; Budget = \$200,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Agreement](#)

[Project Area Map](#)

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

THIS IS AN AGREEMENT effective as of February 3, 2026 ("Effective Date") between
City of Gillette, Wyoming ("Owner") and
KLJ Engineering LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Warren Avenue Water Main Improvements
("Project").

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

Engineer's services under this Agreement are generally identified as follows: Survey, Design and Bidding Services,
see Exhibit A - Scope of Services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall

include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*

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1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following

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limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;; and (3) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. All insurance policies required by this Agreement, except workers' compensation, shall name the Owner as an additional insured, and shall contain a waiver of subrogation against the Owner, its agents and employees. Engineer shall provide, upon request, a copy of an endorsement providing this coverage.

- D. All policies required under this Agreement shall be in effect for the duration of this Agreement and project. All policies shall be primary and not contributory. Engineer shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- E. The insurance requirements set out above apply to all Subcontractors. It is the Engineer's responsibility to ensure that its Subcontractors meet these insurance requirements. The Owner has the right to review the Certificates of any and all subcontractors used by the Agreement.
- F. The Owner reserves the right to reject a certificate of insurance if the Engineer's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an A.M. Best's rating of less than A:VII.
- G. At any time, Owner may request that Engineer or its Consultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:

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

6.07 Controlling Law¹

- A. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that the Owner does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to it pursuant to ~~WYO. STAT. §§ 1-39-101-121~~ WYO. STAT. §§ 1-39-101-120 and all other applicable law.

¹ See Special Provision #1

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner, to the extent authorized by law, and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

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Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

~~6.11 — Indemnification and Mutual Waiver~~

- ~~A. *Indemnification by Engineer:* The Engineer shall indemnify, defend, and hold harmless the Owner, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Engineer's failure to perform any of Engineer's duties and obligations hereunder or in connection with the negligent performance of Engineer's duties, obligations, or otherwise, including but not limited to any claims, lawsuits, losses, or liability arising out of Engineer's actions.~~

6.11 Indemnification by Engineer²

- A. The Engineer shall indemnify, hold harmless, and defend the Owner, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with:
 - 1. The acts, errors, omissions, conduct, or operations of Engineer or any of its officers, sub-contractors, agents, or employees
 - 2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement
 - 3. Any violation of any federal, state, or local laws, rules, or regulations.

² See Special Provision #2

- B. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*³

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- D. *Waiver*⁴: The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Governmental Immunity:* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

³ See Special Provision #3

⁴ See Special Provision #4

- G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Engineer and/or the Contractor at the earlier possible time of the services which will or may be affected by a shortage of funds. NO penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.
- H. *Force Majeure:* Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that the Owner does not waive governmental immunity by entering into this agreement and specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 and all other applicable law.
- I. *Independent Contractor:* The Engineer shall function as an independent contractor the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this agreement. Nothing in this Agreement shall be interpreted as authorizing the Engineer or its agents and/or employees to act as an agent or representative for or on the behalf of the Owner or to incur any obligation of any kind on behalf of the Owner. The Engineer agrees that no health/hospitalization benefits, workers' compensation, and or/similar benefits available to the Owner's employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.
- J. *Binding Effect:* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

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

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship

as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

A. Exhibit A, Engineer’s Services.

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- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. Not Used.
- F. Exhibit F, Not Used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Not Used.
- I. Exhibit I, Not Used.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

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3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Gillette, WY

Engineer: KLJ Engineering, LLC

By: _____
Print name: Shay Lundvall
Title: Mayor
Date Signed: _____

By: _____
Print name: _____
Title: _____
Date Signed: _____

Attest: _____
(City Clerk)

Engineer License or Firm's Certificate No. (if required):
ES-0605
State of: Wyoming

Address for Owner's receipt of notices:

City of Gillette
201 E 5th Street

Gillette, WY 82716

Designated Representative (Paragraph 8.03.A):

Matt Olsen

Title: Project Manager

Phone Number: 307.686.5265

E-Mail Address: matto@gillettewy.gov

Address for Engineer's receipt of notices:

KLJ Engineering LLC
400 E. Broadway Ave #600

Bismarck, ND 58501

Designated Representative (Paragraph 8.03.A):

Adrienne Hahn

Title: Project Manager

Phone Number: 307.363.7395

E-Mail Address: Adrienne.hahn@kljeng.com

This is **EXHIBIT A**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 3, 2026.

Engineer's Services

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

Project Location: Gillette, WY – Warren Avenue, Ross Avenue & Gillette Avenue

Project Description:

The Warren Avenue project entails professional engineering services for survey, geotechnical investigation, design and bidding of water main, and street restoration improvements to the following locations:

- Warren Avenue – between 6th Street and 9th Street
- Ross Avenue – between 5th Street and 8th Street
- Gillette Avenue – between 7th Street and 10th Street
- Warren Avenue – 9th Street to 10th Street
 - These sections will include pavement restoration including a proposed half of pavement and PCC valley gutters and fillet surfacing in intersections, with limited curb and gutter, driveway and sidewalk replacement to support utility improvements.
 - Remove and replace water main, services, hydrants, fittings, curb stops/meter pits, and appurtenances.
 - Remove and replace sanitary sewer main, services, manholes, fittings and appurtenances in Warren Avenue between 6th and 9th Street.
 - KLJ services will include survey, minor road restoration, water distribution system design, plan and specification production, and bidding services. A geotechnical investigation will be completed, and a report generated to aid in pavement design including excavation and backfill of proposed water main replacement. Morrison Maierle will complete a water model update for DEQ requirements. City of Gillette 2025 Design Standards and Standard Construction Specifications will be adhered to throughout design services.

KLJ Engineering, “Engineer”, shall provide Basic and Additional Services as set forth below for the project.

PART 1 – BASIC SERVICES

A1.01 Project Management

1. Tasks apply to the entire Project as listed below in the manner described.
2. As basic services, Engineer Will:
 - a. Provide project management services consisting of addressing and allocating resources on a wide range of activities from conception to completion of a project, including: defining project goals and objectives; specifying tasks and resources; and creating budgets and timelines. The project manager handles all day-to-day activities and coordination for all actions throughout the duration of the project.

Exhibit B – Owner's Responsibilities

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The project manager also confirms quality control procedures are on-going throughout the project.

- b. The project manager also delegates all activities to the project team and coordinates the progress and completion of these activities. In addition, if any item arises during the duration of the project that is outside this scope of work, the project manager will address it with the City of Gillette.

A1.02 *Topographic & Design Survey*

A. Phase Description

- KLJ will complete and furnish a ground survey of areas noted above. Survey will include site contours, critical spot elevations, existing surface features, and above and below ground utilities. Property based on found pins located during topographic survey. Topographic survey will be generally bounded within the right-of-way limits, and occasionally beyond as needed to verify grades, adjacent features and structures. The topographic survey will be accomplished by conventional methods. Control points will be established as City of Gillette Coordinate Datum if available.
- Prior to beginning topographic data collection, a level network will be run through all control points and tied to the published City of Gillette Vertical Datum via benchmark. As topographic data is collected, an ongoing QA/QC process will verify all data and make sure pertinent features are included for and on the base map.

B. As basic services, Engineer Will:

1. Establish on-site control
2. Locate utilities with One Call
3. Topographic survey
4. Generated CAD file for base map.

C. Owner Responsibilities:

1. Access to Site.
2. Any boundary and easement information to be provided.

D. Assumptions:

1. A sufficient number of readily identifiable property pins will be found in their correct locations in order to draw in the recorded plats.
2. Snow will not be covering the site during field survey activities.

A1.03 *Preliminary Design*

A. As basic services, Engineer Will:

1. Conduct and participate in a project kickoff meeting.
2. Evaluate Existing Utilities
 - a. KLJ will research and document existing public and privately-owned utilities and evaluate existing or potential conflicts necessitate utility relocation. KLJ will also initiate correspondence with existing utility companies.
3. Preliminary Road Design

Exhibit B – Owner's Responsibilities

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- a. KLJ will develop a pavement design and a typical section based on a review of the geotechnical investigation that will be completed by JB Engineers. KLJ will create preliminary replacement plan sheets as well as calculate preliminary quantities for both removal and replacement. Drainage features as well as necessary ADA ramps will be incorporated into these drawings as necessary. Detail drawings of supplemental design information required will be created for construction purposes.
4. Preliminary Water Distribution System Design
 - a. KLJ will design water mains to replace the existing water main in place. KLJ will include in the design the water main location, water service connections, hydrant locations and appurtenances in accordance with local and state requirements. KLJ will analyze potential conflicts with existing facilities prior to determining horizontal and vertical location. KLJ will consult with City staff regarding locations of valves, service connections, shutoffs and hydrants. Existing hydrants, valves, etc. to be replaced as identified by the City. KLJ will prepare preliminary design sheets, details, calculate preliminary quantities and draft specifications.
5. Quantities & Opinion of Construction Cost Estimate
 - a. KLJ will calculate and furnish quantities to be included in the construction documents. KLJ will submit an opinion of construction cost estimate to the City of Gillette for review and concurrence.
6. Internal QA/QC
 - a. Quality Assurance (QA) defines the level of quality required and determines how it is achieved throughout the entire project. QA includes a method of monitoring compliance with the City and KLJ quality requirements. Timely audits during the project will be conducted to maintain compliance.
 - b. Quality Control (QC) is conducted throughout the project to check if the production meets quality levels agreed to by the City and KLJ. The process will include interdisciplinary reviews, cross check between drawings and specifications, constructability review, efficiency review and operability review.
7. Preliminary Map, Plans & Specifications
 - a. KLJ will compile designs from all tasks under surveying and preliminary engineering into a complete plan set. KLJ will compile specifications based on City of Gillette Standard Construction Specifications. KLJ will prepare and provide three (3) sets of plans, specifications and preliminary opinion of construction cost estimate, and submit to the City of Gillette for review and concurrence. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.
8. Preliminary Map & Plan Review Meeting

Exhibit B – Owner's Responsibilities

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- a. KLJ will attend a review meeting with City of Gillette staff and appropriate agencies to discuss comments pertaining to preliminary map, plans and specifications. At this time, a plans in hand onsite walk thru of all streets included in the project will be conducted with the City of Gillette staff and KLJ.

9. 90% Map, Plans & Specifications

- a. KLJ will provide surveying and engineering services for the tasks identified below. The 90 percent plans and specifications will be produced based on recommendations and subsequent decisions made during the preliminary engineering services review.
- b. Final Survey - KLJ will perform additional survey, if required, after satisfactory completion of preliminary engineering services. Data will be incorporated into the preliminary survey data and utilized for final design.
- c. Design - KLJ will prepare detailed plans relative to feedback received during the preliminary engineering services review. Quantities and specifications will be refined.
- d. Quantities & Opinion of Construction Cost Estimate - KLJ will calculate and furnish quantities to be included in the construction documents. KLJ will submit an opinion of construction cost estimate to the City of Gillette for review and concurrence.
- e. Internal QA/QC - KLJ will monitor compliance with the City's and KLJ's quality requirements. KLJ will perform interdisciplinary reviews, cross check between drawings and specifications, constructability review, efficiency review and operability review.
- f. KLJ will compile designs from all tasks under surveying and engineering into a complete plan set. KLJ will compile specifications based on City of Gillette Standard Construction Specifications. KLJ will prepare an overall project map, three (3) sets of plans, specifications and opinion of construction cost estimate based on the 90 percent design and submit to the City of Gillette for review and concurrence. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.

10. 90% Map & Plan Review Meeting with City

- a. KLJ will attend a review meeting with City of Gillette staff and appropriate agencies to discuss comments pertaining to 90 percent map, plans and specifications.

B. Owner Responsibilities:

- 1. Access to site.
- 2. Provide any known utility information.
- 3. Any other pertinent as built drawings and or geotechnical information in this area to aid in analysis and design.

Exhibit B – Owner's Responsibilities

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C. Assumptions:

1. Engineer assumes existing utilities are sized adequately for proposed use and scope does not include analysis of suitability.

A1.04 *Final Design & Bidding*

A. *Phase Description*

1. KLJ will provide services for the tasks identified below in coordination with the City of Gillette.

B. As basic services, Engineer Will:

1. Final Map, Plan & Specifications Revisions
 - a. KLJ will incorporate any corrections necessary following the 90 percent plans, map and specifications review. Prepare and furnish three (3) sets of final plans for bidding, contracts and construction. Stamp and sign all plans with the seal of the Professional Engineer responsible for the project design. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.
2. Final Quantities & Opinion of Construction Cost Estimate
 - a. KLJ will calculate and furnish final quantities to be included in the bidding, contracts and construction documents. KLJ will submit a final opinion of construction cost estimate to the City of Gillette for review and concurrence.
3. Bidding, Bid Tabulation & Recommendation
 - a. KLJ will facilitate a pre-bid meeting as well as attend the project bid opening. KLJ will analyze bid proposals, prepare a bid tabulation and make a recommendation of construction contract award.

C. Assumptions:

1. City will post advertisement and pay associated costs.
2. City staff will open and read project bids.

A1.05 *Project Schedule*

1. A detailed project schedule will be provided in the form of a Gantt chart. Selected milestones are as follows:

Consultant Notice to Proceed	February 3, 2026
Preliminary Map & Design Submittal	April 2026
Preliminary Map & Design Review Meeting	April 2026
90% Map & Design Submittal	June 2026

Exhibit B – Owner's Responsibilities

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90% Map & Design Review Meeting	June 2026
Final Design Submittal	August 2026
Begin Advertisement for Bids	September 2026
Bid Opening	October 2026
Bid Award	November 2026

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. Advance Written Authorization Required: Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the Agreement to be included as Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the Agreement.
1. Right of Way or Boundary determination
 2. Design of improvements other than those specifically identified in this Agreement
 3. Any existing sewer system (gravity or force main) analysis for feasibility to serve this project.
 4. Retaining wall or structural design.
 5. Design of wastewater pumping systems.
 6. Design of Sewer main (gravity or force main) design, plan and/or profile.
 7. Design of stormwater pumping systems or treatment systems.
 8. Site lighting layout and design.
 9. Storm Water Pollution Prevention Plan and Permit.
 10. Environmental and cultural evaluation and permitting.
 11. Design of improvements to be constructed via trenchless methods.
 12. Construction administration services.
 13. Construction staking and material testing services.
 14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 15. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 16. Modeling or design of public or private utilities other than specifically identified above.
 17. Providing a traffic analysis of existing or future conditions. Provide Traffic impact study and report.
 18. Provide any subsurface drainage system design.
 19. Provide design of drainage improvements offsite.
 20. FEMA Floodplain management.
 21. Provide any landscape or irrigation design.
 22. Provide right-of-way or permanent easement acquisition services.
 23. Providing any 3-D or artistic renderings.
 24. City Permit Fees and City Application Fees

Exhibit B – Owner's Responsibilities

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25. Other additional services performed or furnished by Engineer.

Exhibit B – Owner's Responsibilities

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Owner's Responsibilities

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

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

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

Exhibit B – Owner's Responsibilities

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2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Reserved.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

Exhibit B – Owner's Responsibilities

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

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

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- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [NONE]

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 3, 2026.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to Engineer’s Direct Labor Costs times a factor of for the services of Engineer’s personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$174,500.00, and Engineer’s Consultant’s charges, if any, estimated to be \$13,950.00.
 2. Engineer’s Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.
 3. The total compensation for services under Paragraph C2.01 is estimated to be \$188,450.00 based on the following distribution of compensation:

a. Study and Report Phase	\$0.00
b. Preliminary Design Phase	\$139,410.00
c. Final Design Phase	\$32,705.00
d. Bidding or Negotiating Phase	\$16,335.00
e. Construction Phase	\$0.00
f. Post-Construction Phase	\$0.00
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.
 5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultant’s charges.

6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.
7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.
8. Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of February 2026) to reflect equitable changes to the compensation payable to the Engineer.

C2.02 Compensation for Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 3, 2026.

Reimbursable Expenses Schedule

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

JB Engineers – Geotechnical Investigation - \$12,950.00

Morrison Maierle – City of Gillette Water Modeling Updates - \$1,000

Insurance

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

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Bodily injury, each accident: \$2,000,000
 - 2) Bodily injury by disease, each employee: \$2,000,000
 - 3) Bodily injury/disease, aggregate: \$4,000,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$2,000,000
 - f. Professional Liability (Errors Omissions) --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$4,000,000
 2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.
 3. An umbrella or excess liability insurance policy may be used to supplement Engineer's policy limits to satisfy the full policy limits required by this contract.

Special Provisions

Paragraph(s) [6.07, 6.11, 6.13] of the Agreement is/are amended to include the following agreement(s) of the parties:

1: Paragraph 6.07 Controlling Law is hereby amended as follows:

Replace WYO. STAT. §§ 1-39-101-121 with WYO. STAT. §§ 1-39-101-120 at the appropriate place in the paragraph.

2: Paragraph 6.11 *Indemnification and Mutual Waiver* is hereby removed in its entirety and replaced with the following:

6.11 *Indemnification*

B. *Indemnification by Engineer:* The Engineer shall indemnify, hold harmless, and defend the Owner, it's members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with:

1. The acts, errors, omissions, conduct, or operations of Engineer or any of its officers, sub-contractors, agents, or employees
2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement
3. Any violation of any federal, state, or local laws, rules, or regulations.

C. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

3: The following is hereby added to the end of paragraph 6.13 Miscellaneous Provisions:

F. *Governmental Immunity:* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

- G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Engineer and/or the Contractor at the earlier possible time of the services which will or may be affected by a shortage of funds. NO penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.
- H. *Force Majeure:* Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that the Owner does not waive governmental immunity by entering into this agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-120 and all other applicable law.
- I. *Independent Contractor:* The Engineer shall function as an independent contractor the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this agreement. Nothing in this Agreement shall be interpreted as authorizing the Engineer or its agents and/or employees to act as an agent or representative for or on the behalf of the Owner or to incur any obligation of any kind on behalf of the Owner. The Engineer agrees that no health/hospitalization benefits, workers' compensation, and or/similar benefits available to the Owner's employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.
- J. *Binding Effect:* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.

Paragraph 6.13(3) *Severability* is hereby removed in its entirety and replaced with the following:

- C. *Severability:* If any part of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

4: Paragraph 6.13(D) *Waiver* is hereby amended to add the following to the end of the paragraph:

No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 3, 2026.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: February 3, 2026

Owner: City of Gillette

Engineer: KLJ Engineering LLC

Project: Warren Avenue Water Main Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ <u>188,450.00</u> _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

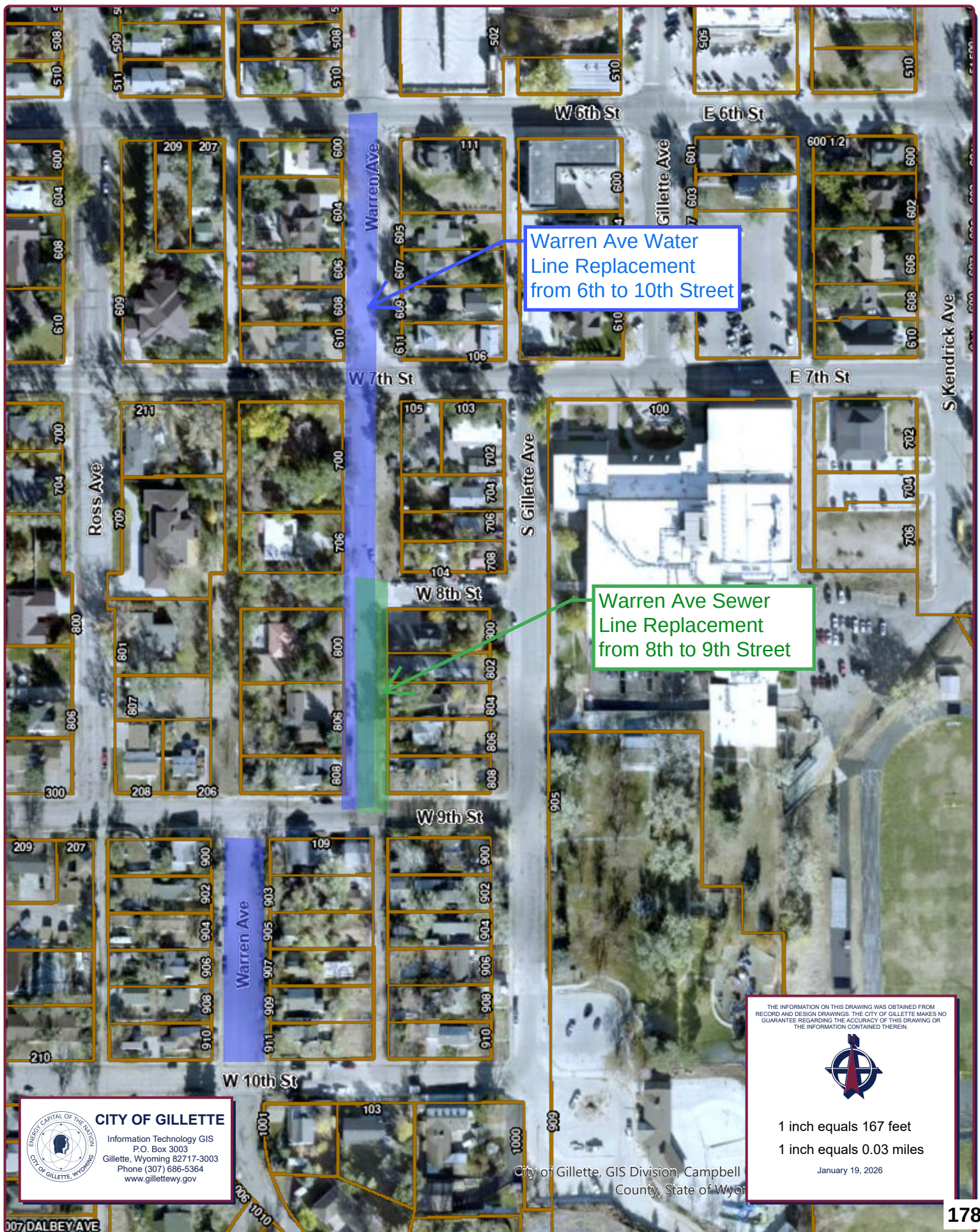
Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

Warren Ave Water Line Replacement - Project Area Map



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

January 19, 2026



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration of a Professional Services Agreement for Design and Bidding Services Associated with the RC Ranch North Mill and Overlay Project with WWC Engineering in the Amount of \$63,500.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for Design and Bidding Services Associated with the RC Ranch North Mill and Overlay Project with WWC Engineering in the Amount of \$63,500.00 (1% Project).

PROJECT NUMBER:

26EN18

CASE BACKGROUND:

This agreement is for design and bidding services for the RC Ranch North mill and overlay project. The project will consist of surfacing improvements to the Brorby, Christinick and Sauders Blvd area (see attached Project Area Map) utilizing the PAVER software. The current Pavement Condition Index (PCI) rating for these streets is trending into the low 60s. A mill and overlay surface treatment is needed to extend the life of the surfacing an additional 10-12 years. This surface treatment is a more cost effective way to extend the life of a street by avoiding higher surfacing reconstruction costs.

The design for the project will be completed this year with construction anticipated to occur in the summer of 2027.

ACTUAL COST VS BUDGET:

Actual Cost = \$63,500.00; Budget = \$75,000.00

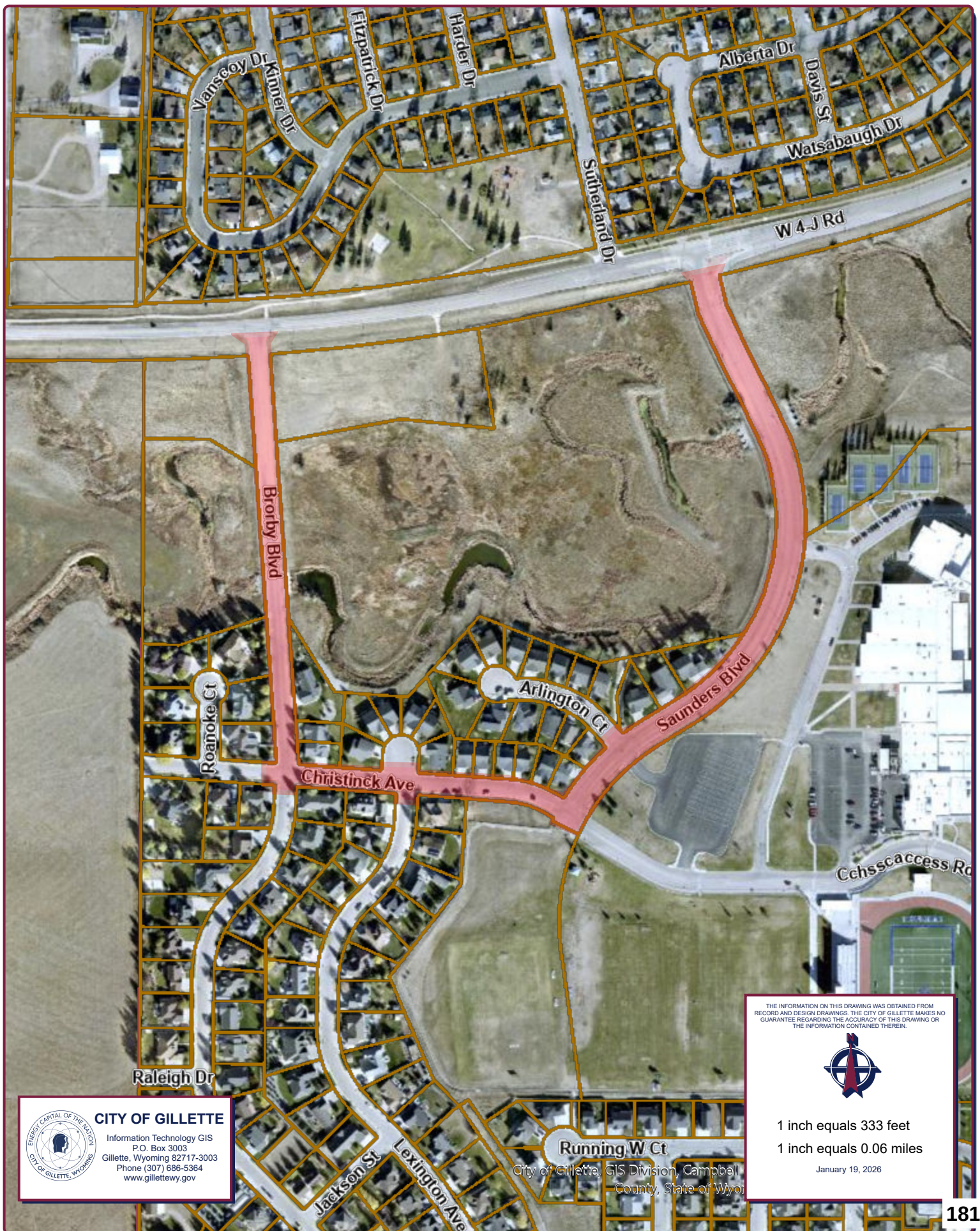
STAFF REFERENCE:

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

ATTACHMENTS:

[Project Area Map](#)
[Agreement](#)

RC Ranch N Mill & Overlay - Project Area Map



CITY OF GILLETTE

Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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1 inch equals 0.06 miles

January 19, 2026

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



**Agreement Between Owner and Engineer
for
RC Ranch N. Mill & Overlay Project**

Owner

City of Gillette
201 E. 5th Street
Gillette, WY 82716

Engineer

WWC Engineering
300 S. Gillette Ave., Suite 2001
Gillette, Wyoming 82716

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

THIS IS AN AGREEMENT effective as of January 9, 2026 ("Effective Date") between
City of Gillette, 201 E. 5th Street, Gillette, WY 82716 ("Owner") and
WWC Engineering, 1849 Terra Avenue, Sheridan, Wyoming 82801. ("Engineer").

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

RC Ranch N. Mill & Overlay Project.

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

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

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Availability of Funds.* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify Engineer and/or the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This

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provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

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- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one electronic Portable Document Format (PDF) version of the same in accordance with Paragraph 6.04 .

- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;; and (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

- C. All insurance policies required by this Agreement, except workers' compensation and professional liability, shall name the Owner as an additional insured, and shall contain a waiver of subrogation against the Owner, its agents and employees. Engineer shall provide, upon request, a copy of an endorsement providing this coverage.
- D. All policies required under this Agreement shall be in effect for the duration of this Agreement and project. All policies shall be primary and not contributory. Engineer shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- E. The insurance requirements set out above apply to all Subcontractors. It is the Engineer's responsibility to ensure that its Subcontractors meet these insurance requirements. The Owner has the right to review the Certificates of any and all subcontractors used by the Agreement.
- F. The Owner reserves the right to reject a certificate of insurance if the Engineer's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an A.M. Best's rating of less than A:VII.
- G. At any time, Owner may request that Engineer or its Consultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:

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

6.07 *Applicable Law/Venue*

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner, to the extent authorized by law, and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the

extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that

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reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* The Engineer shall indemnify, defend, and hold harmless the Owner, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Engineer's failure to perform any of Engineer's duties and obligations hereunder or in connection with the negligent performance of Engineer's duties, obligations, or otherwise, including but not limited to any claims, lawsuits, losses, or liability arising out of Engineer's actions.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- D. *Waiver:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Governmental Immunity.* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.
- G. *Force Majeure.* Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that the Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-120 and all other applicable law.
- H. *Independent Contractor.* The Engineer shall function as an independent contractor for the purposes of this agreement and shall not be considered an employee of the City for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this agreement and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Company or its agents and/or employees to act as an agent or representative for or on behalf of the City or to incur any obligation of any kind on behalf of the City. The Company agrees that no health/hospitalization benefits, worker's compensation, and/or similar benefits available to City employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.
- I. *Binding Effect.* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Used.~~
- ~~E. Exhibit E, Notice of Acceptability of Work. Not Used.~~
- ~~F. Exhibit F, Construction Cost Limit. Not Used.~~
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution. Not Used.~~
- ~~I. Exhibit I, Limitations of Liability. Not Used.~~
- ~~J. Exhibit J, Special Provisions. Not Used.~~
- ~~K. Exhibit K, Amendment to Owner-Engineer Agreement. Not Used.~~

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Gillette

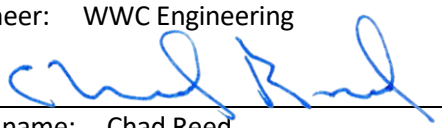
By: _____
Print name: _____
Title: _____
Date Signed: _____

Address for Owner's receipt of notices:

Designated Representative (Paragraph 8.03.A):

Title: _____
Phone Number: _____
E-Mail Address: _____

Engineer: WWC Engineering

By:  _____
Print name: Chad Reed
Title: Principal/Branch Manager
Date Signed: January 9, 2026

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

ES-0074

State of: WY

Address for Engineer's receipt of notices:

1849 Terra Avenue
Sheridan, WY 82801

Designated Representative (Paragraph 8.03.A):

Marcus Dufort, P.E.

Title: Project Manager
Phone Number: 307-672-0761
E-Mail Address: mdufort@wwcengineering.com

This is **EXHIBIT A**, consisting of [6] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 9, 2026].

Engineer's Services

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

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Scope of Work

A. Engineer shall perform the following services as part of this Project:

- a. *The following tasks will be completed as part of a Mill & Overlay project for Brorby Blvd, Christinck Ave, and Saunders Blvd within the limits of the City of Gillette.*
 - i. *Conduct surface condition reconnaissance to identify areas requiring leveling course and soft spot repair.*
 - ii. *Perform six (6) pavement cores to determine existing asphalt and base thicknesses to support final design recommendations.*
 - iii. *Conduct six (6) handheld Dynamic Cone Penetrometer (DCP) tests to evaluate subgrade support conditions.*
 - iv. *Preparation of one (1) preliminary design project exhibit (10% design level) including general layout with cost estimate. One (1) design coordination meeting with the City of Gillette Engineering Project Manager.*
 - v. *Preparation of one (1) 50% design project map, preliminary specifications, and updated cost estimate. Facilitate one (1) coordination meeting with applicable City of Gillette Utility Divisions to gather design input.*
 - vi. *Preparation of one (1) set of 90% design plan set, specifications, and updated engineer's construction cost estimate. Conduct one (1) design review meeting with the City of Gillette Engineering project manager to finalize edits.*
 - vii. *Preparation of one (1) final construction document set (100%), specifications, and final engineer's estimate.*
 - viii. *One (1) round of bidding assistance, including bid advertisement, pre-bid meeting, answering bidder questions, bid addenda, bid opening, bid tabulation and analysis, award recommendation, PEAK agenda coordination, and Notice of Award preparation.*

Exhibit A – Engineer's Services

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2. *Assumptions:*

- a. *Project design will be based on the most recent City of Gillette aerial imagery and GIS utility data. No topographic or boundary surveying is included.*
- b. *Subsurface utility investigations (e.g. potholing, geotechnical borings) are excluded.*
- c. *Construction phase services, including construction administration, management, inspection and close-out are not included.*

3. *Deliverables*

- a. *Final (100%) plans, specifications, contract documents, and engineer's construction cost estimate ready for bidding in both electronic PDF and hard copies.*
- b. *Formal bid tabulation and award recommendation memorandum.*

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

Exhibit A – Engineer's Services

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5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies,

Exhibit A – Engineer's Services

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reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.

Exhibit A – Engineer's Services

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26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

Exhibit A – Engineer's Services

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7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer's Services

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This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 9, 2026].

Owner's Responsibilities

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

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

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

Exhibit B – Owner's Responsibilities

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3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

Exhibit B – Owner's Responsibilities

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

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B – Owner's Responsibilities

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T. Perform or provide the following: [None] *[List any other Owner responsibilities here.]*

Exhibit B – Owner's Responsibilities

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ARTICLE 2 – OWNER’S RESPONSIBILITIES

This is **EXHIBIT C**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 9, 2026].

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.
 4. The total compensation for services under Paragraph C2.01 is estimated to be **\$63,500**.
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
 6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants' charges.
 7. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of

Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total

compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 9, 2026].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are provided in the Schedule of Charges on page 2 of this Appendix 1.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. Refer to the Schedule of Charges on page 2 of this Appendix 1.
2. The Standard Hourly Rates apply only as specified in Article C2.



2026 SCHEDULE OF CHARGES

<u>PERSONNEL</u>	<u>HOURLY FEE</u>	<u>PERSONNEL</u>	<u>HOURLY FEE</u>
Professional Level 1	\$129	Technician 4	\$103
Professional Level 2	\$147	Technician 5	\$109
Professional Level 3	\$166	Technician 6	\$115
Professional Level 4	\$183	Technician 7	\$124
Professional Level 5	\$198	Technician 8	\$133
Professional Level 6	\$207	CADD Operator 1	\$88
Professional Level 7	\$219	CADD Operator 2	\$93
Professional Level 8	\$237	CADD Operator 3	\$103
Administrative Assistant	\$79	CADD Operator 4	\$109
Administrative Specialist	\$106	CADD Operator 5	\$115
Technician 1	\$82	CADD Operator 6	\$121
Technician 2	\$88	CADD Operator 7	\$129
Technician 3	\$96	CADD Operator 8	\$139
		Expert Witness	Two times standard billing rate
<u>FIELD EQUIPMENT</u>	<u>FEE</u>	<u>ENVIRONMENTAL</u>	<u>FEE</u>
Generator	\$110/day	Organic Vapor, O ₂ /LEL Meter	\$40/day
Bladder Pump	\$110/day	Water Level/Interface Probe	\$55/day
Peristaltic Pump	\$75/day	Disposable Bailer	\$15/each
Air Compressor	\$55/day	Water Quality - Three-Parameter Meter	\$50/day
ATV	\$150/day	Water Quality - Five-Parameter Meter	\$105/day
UTV	\$250/day	High-Capacity In-Line Filter	\$25/each
UTV w/ Tracks	\$350/day	Disposable No-Purge Sampler - Large	\$50/each
Tape Reel, Motorized	\$55/day	Disposable No-Purge Sampler - Small	\$35/each
Hammer Drill w/ Bits	\$25/day	Disposable No-Purge Sampler - Custom	\$75/each
Power Hand Auger	\$15/hour	Disposable Soil Scoops	\$5/each
EGauge Compaction Testing	\$40/test	Disposable Coveralls	\$20/each
Nuclear Density Compaction Testing	\$50/test	Transducer/Data Logger	\$55/day or \$220/week
	(2-test min.)	Flow Meter	\$140/day or \$500/week
Dynamic Cone Penetrometer	\$50/test	Photoionization Detector	\$95/day
		Phase I ESA Software	\$250/report
<u>SURVEYING EQUIPMENT</u>	<u>FEE</u>	<u>EXPENSES</u>	<u>FEE</u>
UAV (M300 w/ LIDAR)	\$800/flight (2-flight min.)	Subcontractors	Cost + 15%
UAV (M300)	\$600/flight (2-flight min.)	Supplies/Material Purchased for Client	Cost + 15%
UAV (Phantom/Mavic)	\$300/flight (2-flight min.)	Miscellaneous Reimbursable Expense	Cost + 15%
GPS (Survey Grade)	\$375/day	Vehicle Mileage	\$1/mile (\$25/day min.)
GPS (Sub-Meter Accuracy)	\$100/day		
Sonar	\$250/day		
Robotic Total Station	\$400/day		
Scanning Total Station	\$600/day		
Pipeline Locator	\$200/day		
Differential Level	\$150/day		
Survey Rebar & Cap	\$7/each		
Lath, Survey	\$70/bundle		
Stakes	\$30/bundle		
T-Post and Flags	\$15/each		
Survey Watercraft	\$150/day		

This schedule of charges shall be in effect from January 1 through December 31, 2026. These rates are subject to an annual adjustment to be determined by WWC Engineering and shall become its prevailing rates for the ensuing year.

This is **EXHIBIT G**, consisting of [1] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 9, 2026].

Insurance

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

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$2,000,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
 - f. Professional Liability (Errors Omissions) --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$2,000,000
 2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration of a Jail Services Contract for Gillette Municipal Adult Prisoners and Juvenile Detainees Between Campbell County and the City of Gillette.

SUGGESTED ACTION:

I move for approval of the Jail Services Contract for Gillette Municipal Adult Prisoners and Juvenile Detainees Between Campbell County and the City of Gillette.

CASE BACKGROUND:

This jail services contract is an updated, amended, and restated contract that revises a 2012 jails services agreement.

The main change is an increase from \$125.00 per day for housing certain detainees to \$150.00 per day. The agreement also includes language incorporating statutory references for medical care to be provided prisoners.

A copy of both the new version and old version of the contract is included for comparison.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[GPD CCSO Jail Services Contract 2026 \(New\)](#)

[GPD CCSO Jail Services Contract 2012 \(Old\)](#)

**JAIL SERVICES CONTRACT FOR GILLETTE MUNICIPAL ADULT PRISONERS
AND JUVENILE DETAINEES
BETWEEN CAMPBELL COUNTY AND THE CITY OF GILLETTE**

1. **Parties.** This Contract is made and entered into by and between the Campbell County Commissioners, hereinafter referred to as "County," located at 500 South Gillette Avenue, Gillette, Wyoming 82716, and the City of Gillette, by and through the Gillette City Council, hereinafter referred to as "City," located at 201 East 5th Street, Gillette, Wyoming 82716.
2. **Purpose.** County is in possession of and funds an adult jail with a co-located juvenile detention facility administered by Campbell County Sheriff's Office in and for Campbell County, Wyoming, and located at 600 West Boxelder Road, Gillette, Wyoming 82718. City maintains a police department which, from time to time, has the need of said jail facilities for the administration of its law enforcement duties. The purpose of this Contract is to outline the terms whereby City may incarcerate its municipal adult prisoners and juvenile detainees in County's jail facilities.
3. **Term.** This Contract is effective when all parties have executed it, and all required approvals have been granted. The term of the Contract is from January 1, 2026, through June 30, 2027, and shall renew for successive terms of one (1) year unless terminated or renegotiated.
4. **Payment**
 - 4.1 **Fees.** Upon presentation of an invoice, City shall pay County one hundred and fifty dollars (\$150) per day, and any additional medical costs as outlined hereinafter, for each municipal adult prisoner and juvenile detainee incarcerated in County's facilities.
 - 4.2 **Exceptions.** County shall not charge City for the following:
 1. City adult prisoners or juvenile detainees held in County's jail facilities prior to arraignment on state criminal charges.
 2. City juvenile detainees held for the purpose of juvenile proceedings filed in juvenile court.
 - 4.3 **Billing.** City will be billed monthly by County, through the Campbell County Sheriff's Office jail billing system, with an accurate accounting of all monthly charges, including the listing of those prisoners held during the monthly billing period. Upon receipt of an invoice, City shall make payment within forty-five (45) days to Campbell County Sheriff's Office, which will then disperse the funds to the appropriate County authorities.

5. Responsibilities

- 5.1 **Scope of Services.** County, by and through Campbell County Sheriff, will provide City with jail services for the incarceration of adult prisoners and juvenile detainees. County will exercise due care in the handling and incarceration of all City adult prisoners and juvenile detainees in the same manner as it handles and incarcerates adult prisoners and juvenile detainees from Campbell County. County will strive to maintain its detention facilities and operations to a standard that meets or exceeds current minimums for federal prisoners and state guidelines.
- 5.2 **Cooperation.** Parties agree to abide by mutually acceptable procedures regarding processes to be used in booking arrestees, responsibilities of each agency in prisoner handling and care, records information, exchange, and related operational functions.
- 5.3 **Medical Clearances.** County, by and through any member of the Campbell County Sheriff's Office, may refuse to accept any adult prisoner or juvenile detainee from City if, in the opinion of any member of the Campbell County Sheriff's Office, the adult prisoner or juvenile detainee is medically unfit to be detained in County's facilities without immediate medical attention. In that case, it shall be the City's sole responsibility to provide necessary medical care and clearance prior to acceptance of the adult prisoner or juvenile detainee by County into County's facilities.
- 5.4 **Book-in Services.** County will provide book-in services for City using State/FBI fingerprint cards with City's federal/state identifying number for all prisoners arrested by City's agency, unless exempted by statute.

City will note within the applicable space on the standard state/federal fingerprint card that a copy of the information thereon shall be sent to Campbell County Sheriff's Office. The purpose of this information shall be for the health and safety of all City adult prisoners and juvenile detainees incarcerated in County's facilities regardless of the offense and to allow for the identification of City adult prisoners and juvenile detainees in an emergency.

- 5.5 **Health Care.** County will furnish City adult prisoners and juvenile detainees with the same medical resources as Campbell County adult prisoners and juvenile detainees, pursuant to a health services agreement which County has with a licensed local physician. The responsibility for payment of medical care and related costs for prisoners housed under this Contract shall be determined in accordance with W.S. § 18-6-303, unless expressly outlined elsewhere in this Contract.

City will be responsible for and invoiced for routine medical services for municipal adult prisoners and juvenile detainees as follows:

Physical Exam	\$183.00
Physical Labs	\$66.00
STD Screen	\$14.00
Sick call	\$102.00 per visit
Prescription medication	Actual cost
Transport Fee	\$20.00 per appointment

Prisoners are screened by nursing staff within 24 hours of admittance to the Detention Center and generally receive a physical exam, including physical labs and an STD screen, from a provider within two weeks of admittance.

Unless otherwise provided by W.S. 18-6-303(c) or (d), City will be responsible for any extraordinary or emergency medical costs incurred by municipal adult prisoners and juvenile detainees, provided if at all reasonably practicable, County will give City notice prior to incurring any extraordinary or emergency medical costs. Extraordinary or emergency medical costs include, but are not limited to, surgeries, treatment of broken bones, major dental care, and any medical or dental service that requires the inmate to leave the detention facility, as well as any transport and guarding fees outside of Campbell County Detention Center. City will have the option of either releasing the municipal adult prisoner or juvenile detainee or authorizing the additional medical services at City's expense. In any case in which City's Administration cannot be reached, County will follow established guidelines for medical care.

- 5.6 **Bed Shortages.** Should County's jail facilities experience housing difficulties due to overcrowding, City's municipal adult prisoners and juvenile detainees may be released or refused after consultation with a Municipal Court Judge. As practicable, County shall provide City reasonable notice prior to any prisoner release. If prior notice is not practicable, County shall provide City with notice of release within twenty-four (24) hours of release.
- 5.7 **Juveniles.** Except as directed by the Campbell County Attorney's Office, County will not accept juvenile offenders who are commonly referred to or classified as "status offenders," when the violation alleged is a violation of a City municipal ordinance.

6. General Provisions

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed, and signed by all parties to this Contract.

- B. **Applicable Law/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.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. Parties shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without prior written permission of the other party.
- D. **Availability of funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the Contract may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Contract to acquire similar services from another party.
- E. **Entirety of Contract.** This Contract, consisting of six (6) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- F. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- G. **Governmental Immunity.** Neither party waives governmental immunity by entering into this Contract and specifically retains all immunities and defenses available pursuant to Wyoming Statutes § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree

that any ambiguity in this 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.

- H. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. No agent, employee, servant, or representative of City will be deemed to be an employee, agent, servant, or representative of County, or vice versa, for any purpose.
- J. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, e-mail, or delivery in person.
- K. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- L. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon sixty (60) days written notice. This Contract may be terminated immediately for cause if either party fails to perform in accordance with the terms of this Contract.
- M. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- N. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.
- O. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

7. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract. The effective date of this Contract is the date of the signature last affixed to this page.

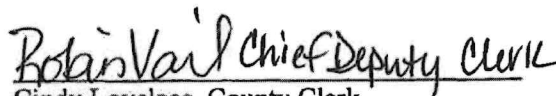
**CAMPBELL COUNTY
COMMISSIONERS:**


Kelley McCreery, Chairperson
Bob Jordan

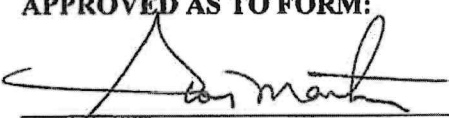
Date

(SEAL)

ATTEST:


Robin Vail, Chief Deputy Clerk
Cindy Lovelace, County Clerk
Robin Vail

APPROVED AS TO FORM:


Scott Matheny, County Sheriff

12/30/25
Date


Spring Sendele, Legal Advisor

12/30/25
Date

CITY OF GILLETTE:

11/21/2026
Shay Lundvall, Mayor

Date

(SEAL)

ATTEST:

Alicia Allen, City Clerk

Chuck Deaton, Police Chief

Date

Sean Brown, City Attorney

Date

7. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract. The effective date of this Contract is the date of the signature last affixed to this page.

**CAMPBELL COUNTY
COMMISSIONERS:**



 Kelley McCreery, Chairperson

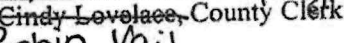

 Bob Jordan
 1/21/2026

 Date

(SEAL)

ATTEST:



 Robin Vail, Chief Deputy Clerk


 Cindy Lovelace, County Clerk
 Robin Vail
APPROVED AS TO FORM:

 Scott Matheny, County Sheriff

 Date

 Spring Sendele, Legal Advisor

 Date

CITY OF GILLETTE:



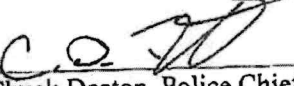
 Shay Lundvall, Mayor

 Date

(SEAL)

ATTEST:

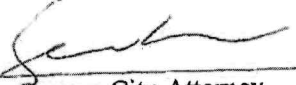
 Alicia Allen, City Clerk



 Chuck Deaton, Police Chief

1-14-26

 Date



 Sean Brown, City Attorney

1/14/26

 Date

JAIL SERVICES CONTRACT FOR CITY OF GILLETTE MUNICIPAL PRISONERS AND
JUVENILE DETAINEES

THIS AGREEMENT is made and entered into on this 1 day of July, 2012, by and between the Campbell County Commissioners, hereinafter referred to as "PROVIDER", and the City of Gillette, by and through the City Council, hereinafter referred to as "USER".

WHEREAS, PROVIDER is in possession of a County Adult Jail with a co-located Juvenile Detention facility administered by the Sheriff's Office in and for Campbell County, Wyoming, and located at 600 West Boxelder, Gillette, Wyoming 82716; and

WHEREAS, USER is aware that said facilities are funded and administered by Campbell County; and

WHEREAS, the City of Gillette maintains a Police Department which, from time to time, has need of said facilities for the administration of their law enforcement duties; and

WHEREAS, USER and PROVIDER have reached satisfactory terms, whereby USER may incarcerate its City prisoners and juvenile detainees in PROVIDER'S County facilities on the terms and conditions herein noted:

NOW, THEREFORE, USER and PROVIDER do hereby enter into the following Jail Services Contract, which the parties agree shall be binding upon them, beginning July 1, 2012 and ending June 30, 2013. Further, unless terminated, this agreement, this agreement shall be renewed automatically for successive terms of one year.

1. USER agrees to pay PROVIDER the sum of One Hundred Twenty Five dollars (\$125.00) per day for each City prisoner and juvenile detainee, incarcerated in the county facilities that is either fed a meal or assigned a jail cell. For those prisoners or juvenile detainees who are booked into the

facility and released prior to either of those events, the fee shall be Fifty dollars (\$50.00). City prisoners and juvenile detainees, pending disposition of municipal charges or who are serving sentences for City ordinance or contempt of court violations shall be charged at the same rate.

2. PROVIDER agrees that there will be no charge for prisoners and juvenile detainees held in the jail facility prior to arraignment on state criminal charges.

3. PROVIDER agrees that there will be no charge for juvenile detainees held for the purpose of juvenile proceedings filed in juvenile court. PROVIDER will not accept juvenile offenders who are commonly referred to or classified as "status offenders", when the violation alleged is a violation of a municipal ordinance.

4. PROVIDER agrees that there will be no charge for City prisoners or juvenile detainees who are held for extradition or requisition at the request of other law enforcement agencies throughout the State of Wyoming or any State of the United States.

5. PROVIDER agrees to provide book-in services for the USER using State/FBI fingerprint cards with the USER'S Federal-State identifying number for all prisoners arrested by USER's agency.

6. The parties agree to abide by mutually acceptable published procedures regarding processes to be used in booking arrestees, responsibilities of each agency in prisoner handling and care, records information, exchange, and related operational functions.

7. The USER and PROVIDER shall each designate a specific individual and alternate(s) to make or receive requests and to confer upon matters concerning the delivery of jail services to the City.

8. PROVIDER agrees that all City prisoners and juvenile detainees shall be furnished the same medical resources as County prisoners and juvenile detainees. Pursuant to a health services

agreement which the County has with a licensed local physician, City prisoners and juvenile detainees will be furnished basic medical services, at no additional charge, at established times and hours while incarcerated in PROVIDER'S facility. However, the parties agree that if any City prisoner or juvenile detainee requires catastrophic medical attention which goes above and beyond that which is accorded under PROVIDER'S health services agreement or basic health, dental or vision care, then the City shall be notified and shall have the option of either releasing the prisoner/juvenile or authorizing the additional medical services at the USER's expense. In any case in which the USER'S contact person cannot be reached, the PROVIDER will follow established guidelines for medical care. In all cases in which the City releases a prisoner/juvenile pursuant to the terms of this section, the City shall hold the County harmless and indemnify it from any claim, including its reasonable attorney fees by or on behalf of the prisoner/juvenile arising out of his release. Provided, however, that the PROVIDER shall be responsible for and shall save the City harmless from any injury or illness or other occurrence caused by PROVIDER.

9. PROVIDER agrees that it will strive to maintain its detention facilities and operations to a standard that meets or exceeds current minimums for Federal prisoners and state guidelines.

10. PROVIDER agrees to exercise due care in the handling and incarceration of all City prisoners and juvenile detainees. However, PROVIDER, by and through any member of the Campbell County Sheriff's Office, may refuse to accept any City prisoner or juvenile if, in the opinion of PROVIDER, the prisoner or juvenile is medically unfit to be detained in PROVIDER'S facility without immediate medical attention. In that case, it shall be the USER'S sole responsibility to provide necessary medical care prior to acceptance of any prisoner/juvenile by the PROVIDER.

11. The parties agree that should the County facility experience housing difficulties due to overcrowding, municipal prisoners or juvenile may be released or refused after consultation with a Municipal Court Judge.

12. The parties agree that the per diem rate in paragraph one shall be subject to renegotiation upon the expiration of this agreement. However, this Agreement may be extended by written agreement of the parties with or without such renegotiation.

13. The parties agree that USER will note within the applicable space on the standard State/Federal Fingerprint Card that a copy of the information thereon shall be sent to the Campbell County Sheriff's Office. The parties agree that the purpose of this information shall be for the health and safety of all City prisoners and juvenile detainees incarcerated in PROVIDER'S facility regardless of the offense to allow for identification of City prisoners and juvenile detainees in an emergency situation.

14. USER shall be billed on a monthly basis by PROVIDER, through the Campbell County Sheriff's Office jail billing system, with an accurate accounting of all monthly charges, including the listing of those prisoners held during the monthly billing period. Upon receipt of billing, USER agrees to promptly submit same to proper City of Gillette authorities, so that payment may be made.

15. The parties agree that all monies remitted by USER to PROVIDER shall be sent directly to the Sheriff in and for Campbell County, Wyoming, who will then disperse the funds to the appropriate Campbell County authorities.

16. This agreement represents the full and complete understanding of the parties hereto,
and shall not be modified by parole agreement.

DATED this 5 day of June, 2012.

CAMPBELL COUNTY COMMISSIONERS:

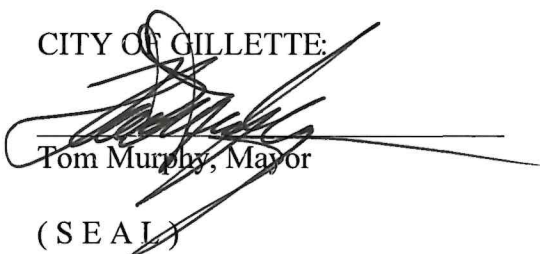

Mickey Shober, Chairperson

(S E A L)

ATTEST:

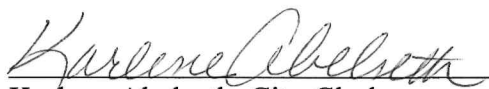

Susan Saunders, Campbell County Clerk

CITY OF GILLETTE:

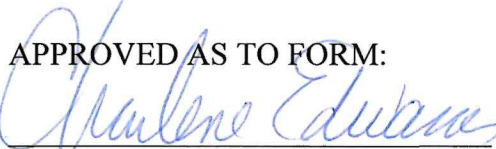

Tom Murphy, Mayor

(S E A L)

ATTEST:


Karlene Abelseh, City Clerk

APPROVED AS TO FORM:


Charlene Edwards
Deputy County Attorney


Sheriff William H. Pownall


Charles W. Anderson
City Attorney


Chief Jim Hloucal



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration of a Resolution Approving and Authorizing the Resubdivision of Lot 3, Block 2 of West Valley Subdivision to be known as Lots 3A and 3B, Block 2 of West Valley Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

SUGGESTED ACTION:

I move to Approve a Resolution Approving and Authorizing the Resubdivision of Lot 3, Block 2 of West Valley Subdivision to be known as Lots 3A and 3B, Block 2 of West Valley Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

Troy McKeown, Owner

AGENT:

Cevin Imus, Land Surveying Incorporated, Agent

CASE BACKGROUND:

The applicant proposes to subdivide an existing 2.58-acre parcel at 1501 W 2nd Street into two lots through an existing building, thus creating a condominium. The northern proposed Lot 3A, Block 2 will be 2.04 acres and the southern proposed Lot 3B, Block 2 will be 0.54 acres. Each lot will have one existing structure on it that has a shared wall.

The property located at 1501 W 2nd Street is currently zoned C-1, General Commercial District. In accordance with the C-1 zoning district standards, the minimum lot width is 50 feet, which both proposed lots meet.

Pursuant to the City of Gillette Subdivision Regulations for commercially/industrially zoned properties, installation of water and sanitary sewer services to each lot is not required at the time of platting and can be done at the time of development. As there is an existing structure that straddles the proposed property line, both lots do currently have city utilities (water, sewer, and electrical). Electrical service for Lot 3B is on the back of the building that is on Lot 3A. Water service for both lots is accessed in the

back of the building on Lot 3A. Staff has recommended that an agreement be drawn up between the property owners for utility access. Any service upgrades or improvements are the responsibility of the developer. Furthermore, as it is a condominium plat and there is a shared wall, the Fire Department has reviewed the plat and does not have any concerns at this time.

There are no Private Easements required.

No Tenant Conversion Letters were done as both interested parties participated in the replatting process.

There are no Condominium Declarations required as there is no shared common space.

This case was approved by the Planning Commission during their January 27, 2026, meeting with a vote of 4/0.

CASE REQUIREMENTS:

1. All comments from the staff review process shall be addressed.
2. A Utility Access Agreement between the two property owners be submitted prior to filing.

STAFF REFERENCE:

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

ATTACHMENTS:

[Condominium Plat](#)

[Condominium Regulations](#)

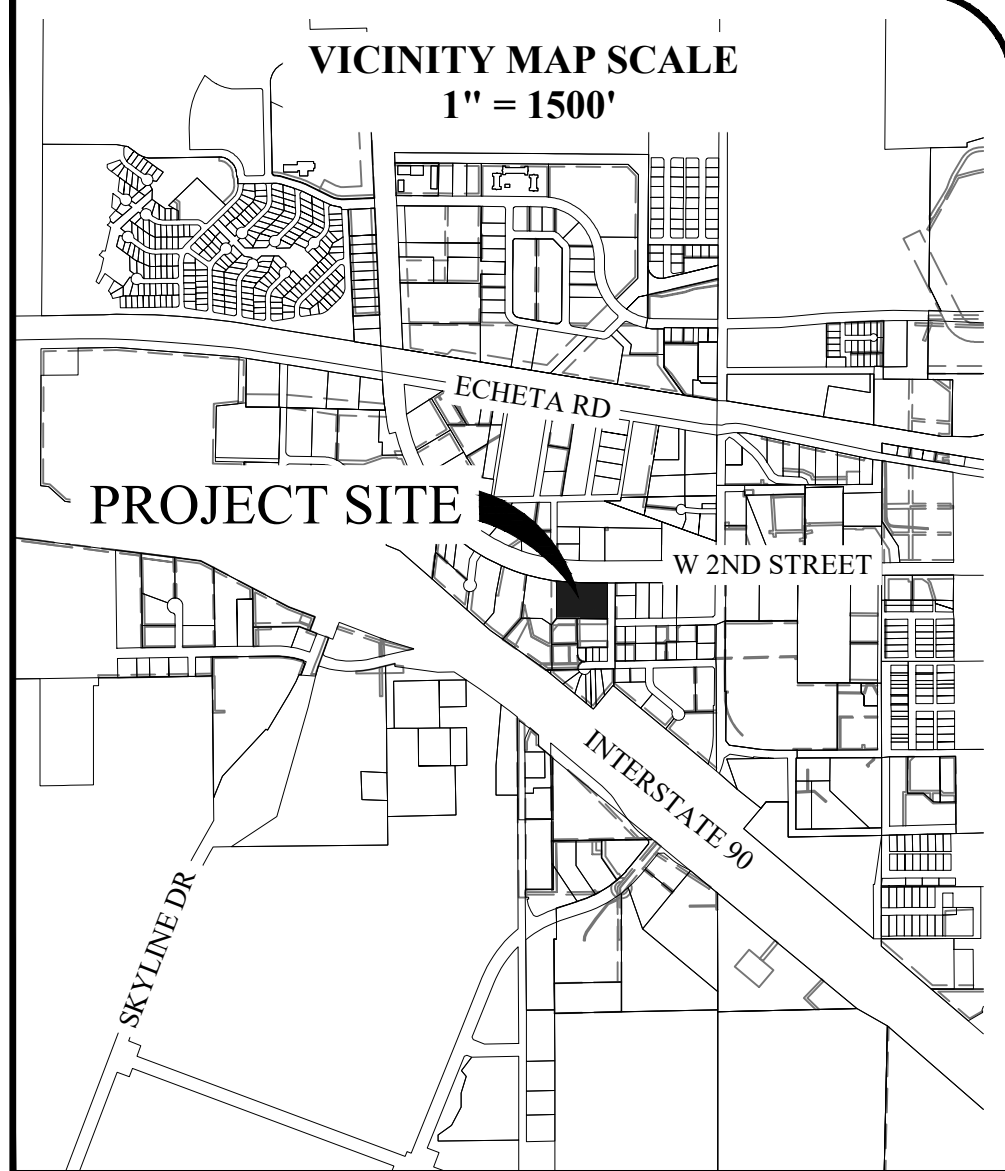
[Planning Requirements](#)

[Vicinity Map](#)

[Resolution](#)

[Planning Commission Minutes January 27, 2026](#)

CONDOMINIUM PLAT
RESUBDIVISION OF LOT 3, BLOCK 2 OF
WEST VALLEY SUBDIVISION
TO BE KNOWN AS LOTS 3A AND 3B, BLOCK 2 OF
WEST VALLEY SUBDIVISION
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



WEST 2ND STREET
(R.O.W. VARIES)

LOT 3A, BLOCK 2
AREA = 2.04 ACRES

"ORIGINAL BUILDING"
1501 W. 2ND ST.

LOT 3B, BLOCK 2
AREA = 23,331 SQ. FT.
(0.54 AC)

WAGENSEN AVE
(60' R.O.W.)

CRESSETT ST

SOUTHEAST CORNER OF
OLD LOT 4F BEFORE IT
WAS RESUBDIVIDED
BOOK 8 F PLATS, PAGE 181

ACKNOWLEDGEMENTS

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED TROY D. MCKEOWN AND CATHERINE D. MCKEOWN, BEING THE OWNER, PROPRIETOR, OR PARTIES OF INTEREST IN LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS LOT 3, BLOCK 2, WEST VALLEY SUBDIVISION, IS LOCATED IN A PORTION OF THE SW 1/4 OF SECTION 21, TOWNSHIP 50 NORTH, RANGE 72 WEST, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 3A AND 3B, BLOCK 2 OF WEST VALLEY SUBDIVISION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING. SAID PARCEL CONTAINS 2.58 ACRES, MORE OR LESS.

THAT THIS CONDOMINIUM DEVELOPMENT, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S), AND THAT THIS IS A CORRECT PLAT OF THE CONDOMINIUM DEVELOPMENT AS IT IS DIVIDED INTO COMMON AREAS, UNITS, AND EASEMENTS.

EXECUTED THIS ____ DAY OF ____, A.D., 20 ____, BY:

TROY D. MCKEOWN, OWNER

STATE OF WYOMING)
JSS.
COUNTY OF CAMPBELL)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
TROY D. MCKEOWN, OWNER, THIS ____ DAY OF ____, 2025.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

EXECUTED THIS ____ DAY OF ____, A.D., 20 ____, BY:

CATHERINE D. MCKEOWN, OWNER

STATE OF WYOMING)
JSS.
COUNTY OF CAMPBELL)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
CATHERINE D. MCKEOWN, OWNER, THIS ____ DAY OF ____, 2025.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

BASIS OF BEARING:

CITY OF GILLETTE CONTROL

SUMMARY:

TOTAL LOTS: 2
TOTAL AREA: 2.58 ACRES

DECLARATION VACATING PREVIOUS PLATTING:

THIS PLAT IS A RESUBDIVISION OF LOT 3, BLOCK 2 OF WEST VALLEY SUBDIVISION, AS RECORDED IN BOOK 4 OF PLATS, PAGE 106 OF THE RECORDS OF THE CAMPBELL COUNTY CLERK'S OFFICE. ALL EARLIER PLATS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

CERTIFICATE OF THE CITY ENGINEER

DATA ON THIS PLAT REVIEWED

THIS ____ DAY OF ____, 2025,
BY THE CITY ENGINEER OF THE CITY OF GILLETTE, WYOMING

CITY ENGINEER _____

CERTIFICATE OF APPROVAL BY CITY OF GILLETTE PLANNING COMMISSION

THIS PLAT APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION

THIS ____ DAY OF ____, 2025,

CHAIRMAN _____

SECRETARY _____

CERTIFICATE OF ACCEPTANCE AND APPROVAL BY CITY COUNCIL

APPROVED BY CITY COUNCIL OF THE CITY OF GILLETTE, WYOMING

THIS ____ DAY OF ____, 2025,

MAYOR _____

CITY CLERK _____

RECORDING INFORMATION

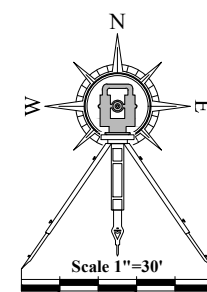
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER

AT ____ O'CLOCK, ____ M., THIS ____ DAY OF ____, 2025,

AND IS DULY RECORDED IN BOOK ____ OF PLATS, PAGE NO. ____

CAMPBELL COUNTY CLERK _____

CONDOMINIUM PLAT
RESUBDIVISION OF LOT 3, BLOCK 2 OF
WEST VALLEY SUBDIVISION
TO BE KNOWN AS LOTS 3A AND 3B, BLOCK 2 OF
WEST VALLEY SUBDIVISION
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

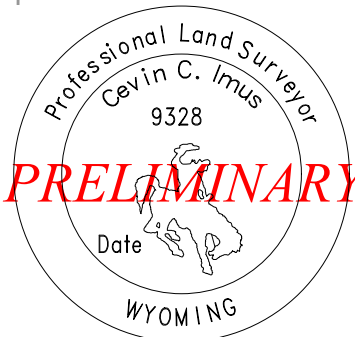


LEGEND

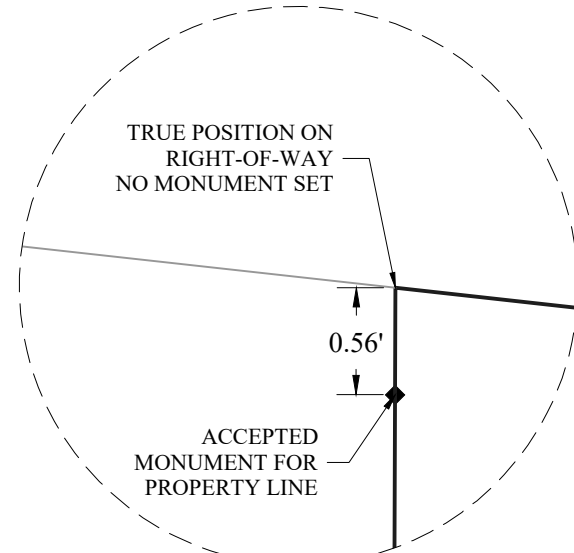
⬢ = (SET) ALUMINUM CAP, PLS 9328
⬢ = (FOUND) PLASTIC CAP, RLS 2333
⬢ = (FOUND) ALUMINUM CAP, LS 12893
⬢ = (FOUND) ALUMINUM CAP, PLS 4769
■ = (FOUND) GLO BRASS CAP
⊞ = (FOUND) CHISELED "X" IN CURB
SC = SPIRAL TO CURVE TRANSITION POINT
TS = TANGENT TO SPIRAL TRANSITION POINT
ALL COURSES ARE MEASURED UNLESS NOTED

PREPARED FOR:
TLC LIQUOR STORE
1501 W 2ND STREET
GILLETTE, WY 82718

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



PRELIMINARY



DETAIL A
NTS

SURVEYOR'S CERTIFICATE

I, KEVIN C. IMUS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT, AND COMPLETE PLAT OF THE RESUBDIVISION OF LOTS 3A AND 3B, BLOCK 2 OF WEST VALLEY SUBDIVISION, AS LAID OUT, PLATTED, AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY AND IMPROVEMENTS BY ME AND UNDER MY DIRECT SUPERVISION.

DATE OF PLAT OR MAP: DECEMBER, 2025 (KEVIN C. IMUS)

PAGE: 1 OF 1
DATE: 12/15/2025
FILE: 25-195A_MP



CONDOMINIUM PLATTING REGULATIONS

Contents:

Ordinance Introduction

SECTION 1. Authority

SECTION 2. Short Title

SECTION 3. Purpose

SECTION 4. Application and Exemptions

SECTION 5. Administration and Enforcement

SECTION 6. Procedures and Requirements for Platting

SECTION 7. Fees

SECTION 8. Improvements

SECTION 9. Amendments

SECTION 10. Severability

SECTION 11. Legal Status

SECTION 12. Definitions

Adoption

CITY OF GILLETTE, WYOMING

ORDINANCE NO. 1206

AN ORDINANCE ESTABLISHING PROCEDURES, RULES, REGULATIONS, AND STANDARDS FOR THE PLATTING OF CONDOMINIUMS IN THE CITY OF GILLETTE, WYOMING, SETTING FORTH PENALTIES FOR THE VIOLATION OF THESE PROVISIONS AS PROVIDED IN THE STATUTES OF THE STATE OF WYOMING.

Be it ordained by the City Council of the City of Gillette, Wyoming, that the following regulations be enacted:

SECTION 1. AUTHORITY

This Ordinance is adopted pursuant to and in accordance with the authority vested in the City Council of the City of Gillette, by the statutes of the State of Wyoming.

SECTION 2. SHORT TITLE

This Ordinance shall be known, cited and referred to as the Condominium Platting Regulations of the City of Gillette, Wyoming.

SECTION 3. PURPOSE

These regulations have been promulgated and adopted with the following purposes in mind:

- a. To protect and provide for the public health, safety, and general welfare of present and future residents of the City of Gillette, Wyoming.



- b. To establish adequate and accurate records of condominium lands and buildings.
- c. To provide for the harmonious development of the City of Gillette and to insure that the development is in accord with a duly-adopted Comprehensive Plan.
- d. To encourage the innovative use of land.
- e. To protect the character and value of condominium lands and buildings throughout the City of Gillette.

SECTION 4. APPLICATION AND EXEMPTIONS

- a. Application
 - 1. These regulations shall apply to all of the lands within the boundaries of the City of Gillette, Wyoming, as they shall from time to time be amended.
 - 2. Every owner or proprietor of any tract or parcel of land who shall hereafter construct a condominium, or convert land and improvements to condominium status, shall submit a condominium plat or plats in accordance with these regulations. No person shall commence the physical layout or construction on the ground of a condominium without first obtaining the approval of the City Council in the form of an approved condominium plat.
 - 3. These regulations shall apply to any land and improvements where portions of which are designated for separate ownership and the remainder of which is designated for common ownership by the owners of these portions.
 - 4. A condominium proposal consisting of a land subdivision may comply with the Minor Plat requirements of the Subdivision Regulations and may submit his Condominium Plat and Minor Plat concurrently for Planning Commission consideration.
- b. Exemptions
 - 1. These regulations shall not apply to:
 - a. A condominium development which existed prior to the effective date of these regulations, unless the number of condominium units is increased within an existing development.
 - b. Any land subdivisions consisting solely of existing or new townhouse and rowhouse developments.
 - c. A condominium development consisting solely of mobile homes.

SECTION 5. ADMINISTRATION AND ENFORCEMENT

- a. Administration
 - 1. These regulations shall be administered by the City of Gillette Department of Community Development.
 - 2. All plats submitted to the City Council of the City of Gillette shall first have been examined by the Department of Community Development and the Planning Commission in accordance with the procedures established by these regulations. As a part of their examination, the Department and the whether or not the plat, as proposed, will contribute to the orderly growth and development of the City. The Department of Community Development shall receive all materials required to be submitted by these regulations. Condominium plats, supporting materials, and the Department's recommendations thereon shall be reviewed and evaluated by the Planning Commission. After concluding its examination, the Planning Commission shall notify the developer of its decision in writing, and communicate its findings and recommendations to the City Council in writing. The actions of the Department, the Commission and the Council shall be governed by the procedures and schedules hereinafter set forth.
- b. Appeals. Any developer of a condominium plat aggrieved by the action of the Planning Commission or the administrative staff of the City of Gillette in their administration of these regulations may request a hearing



before the City Council. The request shall be in writing and shall be submitted within thirty (30) days of the action or decision appealed from, and shall state the specific relief which the developer seeks. Within thirty (30) days of the receipt of such a request, the City Council shall hold a hearing to determine the proper disposition of the matter. At the hearing, the Council shall consider not only the developer's appeal, but also the written or verbal comments of the Commission, agency or person appealed from. The Council shall either reaffirm or modify the decision of the Commission, agency or person and note the decision in the record of its hearing. The developer may then proceed with his condominium plat, based upon the decision of the Council. This decision shall be binding upon all agencies and administrative personnel of the City of Gillette.

c. Variances

1. When it can be shown that in the case of a particular condominium plat, strict compliance with the provisions of these regulations would cause undue hardship, the City Council may authorize a variance to these requirements. The granting of any variance shall be based upon findings by the Council that:
 - a. The developer is proceeding in good faith.
 - b. There are unusual topographical or other special circumstances associated with the property which are not the result of any action of the developer and which prohibit the use of the property in a manner similar to the use of adjacent or nearby properties.
 - c. The variance is necessary for reasonable development of the property in question and will alleviate a clearly demonstrable hardship.
 - d. The variance will not nullify the intent or purpose of these regulations.
 2. Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.
 3. A request for a variance may be submitted only after the Planning Commission has formally reviewed the Condominium Plat and has either (1) recommended disapproval because the Plat does not conform to these regulations, or (2) conditionally approved the Plat specifying those amendments which must appear on the Plat in order for it to be approved. The developer may then seek relief from the specific provisions of these regulations with which he cannot comply.
 4. All requests for variances shall be submitted in writing to the Planning Commission. After the Commission makes its comments and recommendations on the variance, then the request would be forwarded to the Council for a decision. In granting a variance, the Council may impose such conditions as will insure substantial compliance with the objectives and standards of these regulations. The findings and action on each variance and any conditions imposed shall be recorded in the minutes of the Council and a copy thereof provided to the Department of Community Development.
- d. A certificate of occupancy shall not be issued for any condominium until the plat is approved by the City and recorded in the office of the County Clerk.
- e. Penalties. Any person who violates any provision of these regulations and any person who, as an agent for the developer, offers for sale any condominium unit without first complying with the provisions of these regulations shall upon conviction be fined and/or be imprisoned as provided for by the laws of the State of Wyoming. Each day of violation constitutes a new offense.
- f. Administrative Liability. The City shall hold harmless the Department of Community Development, other city agencies and officials, and their official agents and representatives, when acting in good faith and without malice, from all personal liability for any damage that may accrue to any person or property as a result of any act required by these regulations, or for the omission of any act on the part of the Department, agency or official or their authorized agents in the discharge of their duties hereunder. Any suit brought against the City or the City Administration because of any such act or omission in the carrying out of the provisions of these regulations shall be defended by the City's legal department through final determination of such proceedings.



SECTION 6. PROCEDURES AND REQUIREMENTS FOR PLATTING

a. Pre-Application

1. Prior to the submission of a Condominium Plat, as required by these regulations, the developer shall contact the Director of the Department of Community Development, the City Engineer and any other administrative personnel or public or private agencies to determine:
 - a. Procedures and requirements for filing the Condominium Plat or Plats.
 - b. Availability of public water and sewer and requirements when public systems are not readily available, in the case of new condominium construction.
 - c. Zoning requirements on the property.
 - d. Requirements of the duly-adopted Comprehensive Plan.
 - e. The location and extent of any floodplains as shown by maps in the office of the City Engineer, in the case of new condominium construction.
 - f. Soil types and problems on the property as shown on available soil survey maps prepared by the Soil Conservation Service, in the case of new condominium construction.
2. As part of this contact, the developer may discuss with the Department of Planning and Development or any other appropriate agency his tentative condominium proposal.
3. The developer may request that the Planning Commission review and comment on a Sketch Plat prior to his preparation of a Condominium Plat. The Planning Commission shall make such a review and make their comments known to the developer in writing within five (5) days from the date of the review.
4. The purpose of this pre-application procedure is to determine any problems with the proposed condominium development before expenses are incurred in the preparation of a Condominium Plat. No official action is required of the Department of Planning and Development or other agencies other than to offer appropriate comments on the proposal.

b. Condominium Plat

1. Condominium Plats shall be submitted in twelve (12) blue- line or blackline copies and a linen or mylar copy drawn in black, water-proof, India ink to the Department of Community Development. The Condominium Plat shall consist of a drawing or drawings at a scale which accurately depicts all existing conditions and information required, and accompanying material as prescribed by these regulations.
2. The Condominium Plat drawings shall be presented on a sheet or sheets twenty-four (24) inches wide by thirty-six (36) inches long within which are borders that are one and one-half (1½) inches on the left side and one-half (½) inch on the remaining sides. Where necessary, the Condominium Plat may be on more than one (1) sheet, provided that each sheet is numbered and the total number of sheets comprising the Plat shall be stated on each sheet (for example: Sheet 2 of 4). The face of the drawing or drawings shall contain the following information:
 - a. The name of the Condominium at the top of the sheet. The name shall not duplicate or too closely resemble the name of any condominium or subdivision previously developed in the City.
 - b. Date of preparation, scale and north arrow. The top of each sheet shall represent north wherever possible.
 - c. A vicinity map drawn at a scale of 1"=1000' or 1"=2000', showing the location of the proposed condominium in the City.
 - d. A legal description of the property.
 - e. A description of all monuments, both found and set, which mark the boundary of the property, and a description of all control monuments used in the survey.



- f. Identification of all common areas.
- g. Horizontal unit boundaries with bearings and distances.
- h. The location and dimension of horizontal and vertical building sections, existing and proposed, in sufficient detail to legally describe air spaces.
- i. Units logically and consecutively numbered.
- j. The location and dimension of existing and proposed improvements, including decks, walkways and other accessory structures.
- k. Names of adjoining streets.
- l. The location and dimension of all easements of record.
- m. A notarized certificate by all parties having any titled interest in or lien upon the land and improvements, consenting to the recording of the Plat. The certificate shall read:

Know all men by these presents that the undersigned (official name of the developer), being the owner, proprietor, or parties of interest in the land shown on this plat, do hereby certify:

That the foregoing plat designed as (name of condominium), is located in (Section, Township, Range, City, County, State) and is more particularly described as follows:

(Insert full legal description of property)

and contains an area of _____ acres, more or less, and

That this condominium development, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner(s) and proprietor(s), and that this is a correct plat of the condominium development as it is divided into common areas, units, and easements.

Executed this ____ day of _____, A.D., 20____, by:

(Designation of interest: owner, mortgagee, etc.)

STATE OF WYOMING)
)ss.
County of Campbell)

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



Witness my hand and official seal.

Notary Public

My Commission Expires:

n. Certificate of a registered land surveyor as follows:

I, _____ do hereby certify that I am a registered land surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of (Condominium Name) as laid out, platted, and shown hereon, that such plat was made from an accurate survey of said property and improvements by me and under my supervision and correctly shows the location and dimensions of the units, common areas, and easements of said condominium as the same are staked upon the ground in compliance with City of Gillette regulations governing the platting of condominiums.

Registered Land Surveyor

No. _____

o. Certificate of review of the City Engineer as follows:
Data on this plat reviewed this _____ day of _____, 20 _____, by the City Engineer of Gillette, Wyoming.

City Engineer

p. Certificate of approval by the City of Gillette Planning Commission as follows:
This plat approved by the City of Gillette Planning Commission this _____ day of _____, 20 _____.

Chairman



Secretary

q. Certificate of approval by the City Council of the City of Gillette as follows:

Approved by the City Council of the City of Gillette, Wyoming, ____ day of _____, 20 ____.

Mayor

City Clerk

r. Certificate for recording by the County Clerk and Recorder as follows:

This plat was filed for record in the Office of the Clerk and Recorder at ____ day of _____, 20 ____.

County Clerk

3. The following supporting materials shall be submitted with the Condominium Plat:
 - a. A completed Condominium Plat checklist on standard forms provided.
 - b. A completed Condominium Plat application on forms provided.
 - c. In the case of condominium conversions, the developer shall submit copies of letters to the tenants of the building notifying them of the proposed conversion.
 - d. The names and mailing address of all property owners within one-hundred (100) feet (excluding public right-of-ways) of the exterior boundaries of the condominium property.
 - e. A draft of proposed private easement descriptions for utilities serving the condominium development.
 - f. A draft of the proposed condominium declaration be submitted for Commission review and comment, but not for any formal approval.
4. The Condominium Plat and all required supporting materials must be submitted to the Department of Community Development at least two (2) weeks prior to Planning Commission consideration. Within three (3) days, copies of the Plat will be transmitted to appropriate agencies and officials for their review and comment. At a minimum, copies of the Plat shall be referred to:
 - a. The City Engineer
 - b. The City Building Inspector



- c. The City Electrical Engineer
- d. Any utility or special district
- e. Hospital Board*
- f. City Parks Board
- g. Fire Department
- h. The School District*

*Referred to only in the case of new construction.

- 5. Agencies receiving referral copies of the Condominium Plat should return written comments on the Plat to the Department of Community Development within five (5) working days after receipt of the Plat.
- 6. Upon receipt of all agency comments, or at the end of the five (5) day period, the Department of Community Development will summarize the agency comments, add written comments and recommendations from the Department itself, and present the material and recommendations to the Planning Commission for its consideration.
- 7. At least seven (7) days prior to the date of the Planning Commission meeting at which the Plat is to be considered, the Department of Community Development shall, from information provided by the developer as a part of his Condominium Plat submittal, notify property owners within one- hundred (100) feet (excluding public right-of-ways) of the exterior boundaries of the proposed condominium of the time, date and place of the meeting.
- 8. The developer and all other interested or affected parties shall be allowed to offer comments on the Condominium Plat at the Planning Commission meeting. After due deliberation, the Planning Commission shall either approve or disapprove the Condominium Plat and so notify the developer in writing within ten (10) days after the date of the meeting at which final action was taken. The Planning Commission may attach conditions to its approval. If the Plat is disapproved, the Planning Commission shall specify conditions under which the Plat may gain approval.
- 9. If the developer contends that conditions of approval attached by the Planning Commission are of such a nature as to make development of his land impractical, or if the developer contends that disapproval of his Condominium Plat by the Planning Commission was a wrongful decision, he may, in writing, request a hearing before the City Council and proceed according to the provisions of Section 5. b. of these regulations.
- 10. Within a reasonable time after receiving the recommendations of the Planning Commission along with the Condominium Plat and accompanying materials, the City Council shall either approve the Plat or disapprove the Plat and notify the developer of the conditions to be met to gain approval.
- 11. Upon approval by the City Council of the Condominium Plat the developer shall be notified to submit payment for the recording fee to the Department of Community Development and the Department shall transmit the developer's recording fee and the duly-approved and executed Condominium Plat to the County Clerk and Recorder for the filing of the Condominium Plat among the official records of the County.

c. Corrected Plats

- 1. If, after approval and recording of a Condominium Plat, errors are found in the language or numbers on the recorded Plat, the developer shall file a properly signed, corrected or revised original mylar or linen with the Department. The Plat shall be noted CORRECTED PLAT under the name of the condominium. Notations shall be made on the face of the Plat listing all corrections made and the book and page numbers where the original plat was recorded. The Department shall review the Plat for correction, secure the signatures of the proper public officials on the corrected plat and present the plat to the City Council for the reaffirmation of their approval and to the County Clerk for recording. The recording of the Corrected Plat shall void the incorrect original plat, and the County Clerk shall note VOID across the face of the incorrect plat.



SECTION 7. FEES

- a. Condominium Plat Review. Condominium Plat submittals shall be accompanied by a minimum fee of one hundred dollars (\$100.00), plus ten dollars (\$10.00) per unit for each unit in excess of ten (10) units up to a maximum fee of one thousand dollars (\$1,000.00). No additional fees will be charged for Minor Plats or Development Plans when filed concurrently with the Condominium Plat submittals. Fees are payable to the City of Gillette and are for the purpose of partially off-setting costs incurred by the City for necessary plat review.
- b. Recording fee. As determined by the County Clerk. To be submitted to the Department after approval of the Condominium Plat and made payable to the Campbell County Clerk.
- c. Appeals. There shall be no fees for an appeal from the Planning Commission or from the administrative staff of the City with respect to these regulations.
- d. Variances. Each request for a variance shall be accompanied by a fee of twenty-five dollars (\$25.00), payable to the City of Gillette.
- e. Correction Plat. Each correction plat submitted shall be accompanied by a fee of fifty dollars (\$50.00), payable to the City of Gillette.
- f. Utility Plant Investment Fees. As calculated by the City Engineer.

SECTION 8. IMPROVEMENTS

All condominium structures and condominium conversions must comply with the following regulations:

- a. Uniform Building Code. All applicable provisions of the Uniform Building Code for new condominium and multiple family construction shall be complied with. In the case of condominium conversions, the developer shall be required to comply with all applicable provisions of the Uniform Building Code only where the future owner of a proposed condominium unit would have separate ownership of the land under this unit.
- b. Zoning Code. A zoning permit shall be obtained from the Zoning Administrator prior to the construction of a condominium or prior to a condominium conversion. All applicable provisions of the zoning code shall be complied with in the case of new construction; however, only the off-street parking requirements of the zoning code shall be complied with in the case of condominium conversions.
- c. Utilities. In providing utility services to a condominium development, the developer has the following options:
 1. If a single or separate utility service is provided to a multi- unit building, but individual units would be responsible for their own utility bills, then separate electric and water meters to each unit shall be installed as per the requirements of the Department of Public Works.
 2. A single utility service and meter may be provided to a multi- unit building, if an association is formed and approved by the City Attorney and the person or party responsible for paying utility bills for an entire building is designated.
- d. Maintenance of Utilities. Utility lines within a zone lot and serving only one zone lot shall not be maintained by the City.

SECTION 9. AMENDMENTS

Any provision of these regulations may be amended from time to time by the City Council, only after any such amendment has been reviewed by the Commission and its recommendation received.

SECTION 10. SEVERABILITY



If any section of this regulation be held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, then such section shall be considered separately and apart from the remaining provisions of these regulations, said section to be completely severable from the remaining provisions of these regulations and the remaining provisions of these regulations shall remain in full force and effect.

SECTION 11. LEGAL STATUS

No Condominium Plat shall be approved unless it conforms to the provisions contained in these regulations. Whenever there is a discrepancy between the requirements of these regulations and any other official City regulations, the most restrictive shall apply.

SECTION 12. DEFINITIONS

The following words, terms and phrases are hereby defined and shall be interpreted in the same fashion throughout this Ordinance. The word “shall” is always mandatory. The word “may” is permissive. Words used in the present tense shall include the future tense and words used in the singular shall include the plural. Terms not herein defined shall have the meaning customarily assigned to them.

BUILDING: Any permanently affixed, covered structure intended for the shelter, housing, or enclosure of persons, animals or goods.

COMMISSION: The City of Gillette Planning Commission.

CONDOMINIUM: Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership by the owners of those portions.

CONVERSION CONDOMINIUM: Condominium projects not originally built and sold as condominiums but subsequently converted to condominium use.

COUNCIL: The City of Gillette City Council.

COUNTY: Campbell County, Wyoming.

DECLARATION: A statement provided by the developer for a condominium development which includes, but is not limited to, the following elements: 1) the creation of a management association for the condominium and the rules governing its duties, powers and procedures, as well as provisions for changing, expanding or terminating the condominium; 2) any restrictions and limitations on the use and occupancy of the units and the common lands and facilities; 3) party-wall agreements; and 4) provisions governing the maintenance of the exterior portions of the units and the common elements.

DEPARTMENT: The City of Gillette Department of Community Development.

DEVELOPER: The person or persons, partnership or limited partnership, corporation or other business association which owns a rental dwelling or building and proposes to convert the land and improvements to a condominium status, or proposes to construct a new condominium project.

EASEMENT: A designated area on a tract, block or lot of land which the owner has set aside for the use of others, particularly, public utilities.

ENGINEER: A licensed professional engineer registered within the State of Wyoming.

IMPROVEMENTS: Man-installed physical features such as pavements, curbs, gutters, sidewalks, water mains, sanitary sewers, storm sewers, grading, street signs, structures, landscaping, and other items for the welfare of the property owners and the general public.



OWNER: Any person having a legal or equitable interest in land.

PLAT: A map or drawing on which the Developer's plan of the condominium proposal is presented and which he submits for approval.

PROPRIETOR: Any person having a legal or equitable interest in land.

TOWNHOUSE: A rowhouse or other unit in a building containing two or more units in which generally no part of a living unit extends over or under another living unit. Townhouse units may consist of one or more stories.

UNIT: That portion of a condominium or townhouse building designated for separate ownership on a recorded plat.

ZONE LOT: A single parcel of contiguous land occupied or intended to be occupied by structures and uses as permitted by the Zoning Ordinance of the City of Gillette, Wyoming.

ADOPTION

Approved by the City Council of the City of Gillette, Wyoming, this 15th day of June 1981.

(original signed by) _____

Mildred Huravitch, City Clerk

(original signed by) _____

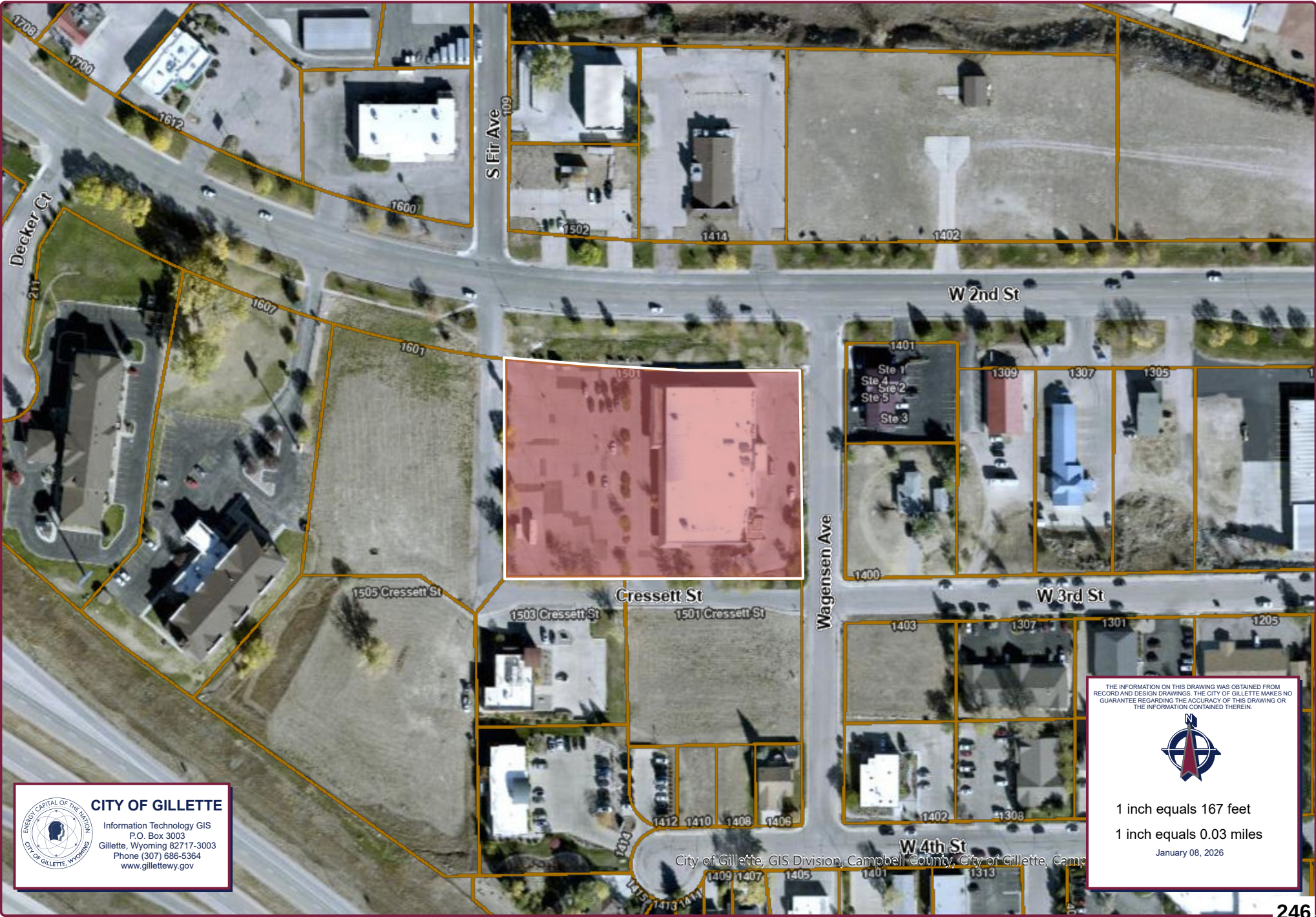
Michael B. Enzi, Mayor

PL2025-0049 | Condominium Plat | 1501 W 2nd Street

Planning Requirements

- 1) All comments from the staff review process shall be addressed.
- 2) A Utility Access Agreement between the two property owners be submitted prior to filing.

Vicinity Map - 1501 W 2nd Street - Condominium Plat



RESOLUTION NO.

**A RESOLUTION APPROVING AND AUTHORIZING THE
RESUBDIVISION OF LOT 3, BLOCK 2 OF WEST VALLEY
SUBDIVISION TO BE KNOWN AS LOTS 3A AND 3B, BLOCK
2 OF WEST VALLEY SUBDIVISION; TO THE CITY OF
GILLETTE, WYOMING, SUBJECT TO ALL PLANNING
REQUIREMENTS.**

WHEREAS the Condominium Plat of the Resubdivision of Lot 3, Block 2 of West Valley Subdivision to be known as Lots 3A and 3B, Block 2 of West Valley Subdivision; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on January 27th, 2026 with Planning Requirements.

WHEREAS the recording of the Resubdivision of Lot 3, Block 2 of West Valley Subdivision to be known as Lots 3A and 3B, Block 2 of West Valley Subdivision; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on January 27th, 2026.

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

the Condominium Plat of the Resubdivision of Lot 3, Block 2 of West Valley Subdivision to be known as Lots 3A and 3B, Block 2 of West Valley Subdivision; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by Land Surveying Incorporated, signed by Cevin C. Imus, Professional Land Surveyor, Wyoming Registration Number 9328, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ January 27, 2026 ~ 5:15 pm

PRESENT

Commission Members Present: Vice-Chair Richard Cone, Matthew Nelson, Brian Rozier, and Lance Walker.

Commission Members Absent: Chair Shaun Hottell, Jack Colson, and Ian Scott,

Staff Present: Meredith Duvall, City Planning Manager

CALL TO ORDER

Vice-Chair Richard Cone 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 January 13, 2025. Lance Walker seconded the motion. Motion carried 4/0.

Case No.
PL2025-0049 –
CONDOMINIUM
PLAT – 1501 W 2nd
Street

The applicant, Troy McKeown, proposes subdivide an existing 2.58-acre parcel at 1501 W 2nd Street into two lots through an existing building, thus creating a condominium. The northern proposed Lot 3A, Block 2 will be 2.04 acres and the southern proposed Lot 3B, Block 2 will be 0.54 acres. Each lot will have one existing structure on it that has a shared wall.

The property located at 1501 W 2nd Street is currently zoned C-1, General Commercial District. In accordance with the C-1 zoning district standards, the minimum lot width is 50 feet, which both proposed lots meet.

Pursuant to the City of Gillette Subdivision Regulations for commercially/industrially zoned properties, installation of water and sanitary sewer services to each lot is not required at the time of platting and can be done at the time of development. As there is an existing structure that straddles the proposed property line, both lots do currently have city utilities (water, sewer, and electrical). Electrical service for Lot 3B is on the back of the building that is on Lot 3A. Water service for both lots is accessed in the back of the building on Lot 3A. Staff has recommended that an agreement be drawn up between the property owners for utility access. Any service upgrades or improvements are the responsibility of the developer. Furthermore, as it is a condominium plat and there is a shared wall, the Fire Department has reviewed the plat and does not have any concerns at this time.

There are no Private Easements required.

No Tenant Conversion Letters were done as both interested parties participated in the replatting process.

There are no Condominium Declarations required as there is no shared common space.

Vice-Chair Cone asked if there were any comments from the public on the case. Meredith Duvall said the Planning Division received one call on the case and was a general inquiry only.

Vice-Chair Cone asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Lance Walker made a motion to approve the case, and Brian Rozier seconded. The Motion carried 4/0.

Case No.
PL2025-0051 –
MINOR
SUBDIVISION –
4900 Tanner Drive

The applicant seeks to subdivide existing Lot 2 of Legacy Ridge, Phase IV into three lots. Proposed Lot 1 is 6.46 acres, Lot 2 is 9.08 acres, and Lot 3 is 17.90 acres. The lots are zoned R-4, Multi-Family Residential District. Within the R-4 district, there are minimum lot sizes based on housing type: single dwelling unit is 6,000 square feet, two-four dwelling units is 3,000 square feet, an excess of four dwelling units is 1,5000 square feet, and a lot for townhomes is 3,000 square feet per unit; the proposed lots meet the minimum lot sizes for all housing types. The minimum width is 50', which all three proposed lots meet.

The existing lots have City water, sanitary sewer, and electric services. No additional City service extensions are required for the filing of the proposed plat.

Previously, a phased commercial site plan (PL2024-0048) for an apartment complex was applied for by the applicant. Per the approved plan, the second phase of the building is supposed to cross where the proposed property line is for this minor subdivision. City Planning Staff has informed the agent that a building cannot be built over a property line within this zoning district. The owner's agent, Steven Granger, has informed Staff that the purpose of this proposed minor subdivision is to isolate the existing building for financial reasons. If and when a Phase 2 of the approved apartment complex is ready for construction, a replat will be done to vacate the lot line and turn it back into one lot.

Vice-Chair Cone asked if there were any comments from the public on the case. Meredith Duvall said the Planning Division received one call on the case and Ms. Duvall had a meeting with them regarding the case. Ms. Duvall showed them the proposed subdivision plat changes, and one of the residents had an issue with the proposed changes but also had issues with previous changes to this lot. The other resident said they understood the proposed changes. Both were informed when the Planning Commission meeting would be to consider the proposed changes to the lot.

Vice-Chair Cone asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Brian Rozier made a motion to approve the case, and Matt Walker seconded. The Motion carried 4/0.

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said the next meeting will be February 10, 2026.

ADJOURNMENT The meeting was adjourned at 5:23 pm

Minutes prepared by Jill McCarty, Administrative Coordinator.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 2026

TITLE:

Council Consideration of a Resolution Approving and Authorizing the Minor Subdivision Plat of Legacy Ridge, Phase V, A Resubdivision of Lot 2, Legacy Ridge Phase IV; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

SUGGESTED ACTION:

I move to Approve a Resolution Approving and Authorizing the Minor Subdivision Plat of Legacy Ridge, Phase V, A Resubdivision of Lot 2, Legacy Ridge Phase IV; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

Nathan Stencil, Owner

AGENT:

Steven Granger, ECS Engineers, Agent

CASE BACKGROUND:

The applicant seeks to subdivide existing Lot 2 of Legacy Ridge, Phase IV into three lots. Proposed Lot 1 is 6.46 acres, Lot 2 is 9.08 acres, and Lot 3 is 17.90 acres. The lots are zoned R-4, Multi-Family Residential District. Within the R-4 district, there are minimum lot sizes based on housing type: single dwelling unit is 6,000 square feet, two-four dwelling units is 3,000 square feet, an excess of four dwelling units is 1,5000 square feet, and a lot for townhomes is 3,000 square feet per unit; the proposed lots meet the minimum lot sizes for all housing types. The minimum width is 50', which all three proposed lots meet.

The existing lots have City water, sanitary sewer, and electric services. No additional City service extensions are required for the filing of the proposed plat.

Previously, a phased commercial site plan (PL2024-0048) for an apartment complex was applied for by the applicant. Per the approved plan, the second phase of the building is supposed to cross where the proposed property line is for this minor subdivision. City Planning Staff has informed the agent that a

building cannot be built over a property line within this zoning district. The owner's agent, Steven Granger, has informed Staff that the purpose of this proposed minor subdivision is to isolate the existing building for financial reasons. If and when a Phase 2 of the approved apartment complex is ready for construction, a replat will be done to vacate the lot line and turn it back into one lot.

This case was approved by the Planning Commission at their January 27, 2026, meeting with a vote of 4/0.

CASE REQUIREMENTS:

All comments from the staff review process shall be addressed.

STAFF REFERENCE:

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

CASE MANAGER:

Meredith Duvall, City Planning Manager

TENTATIVE CITY COUNCIL DATE:

February 3rd, 2026

ATTACHMENTS:

[Planning Requirements](#)

[Vicinity Map](#)

[Commercial Site Plan](#)

[Final-Plat - Legacy Ridge Phase V](#)

[Resolution](#)

[Planning Commission Minutes January 27, 2026](#)

PL2025-0051 | Minor Subdivision | 4900 Tanner Drive

Planning Requirements

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

Vicinity Map - 4900 Tanner Dr. - Minor Subdivision



CITY OF GILLETTE

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

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



1 inch equals 333 feet
1 inch equals 0.06 miles

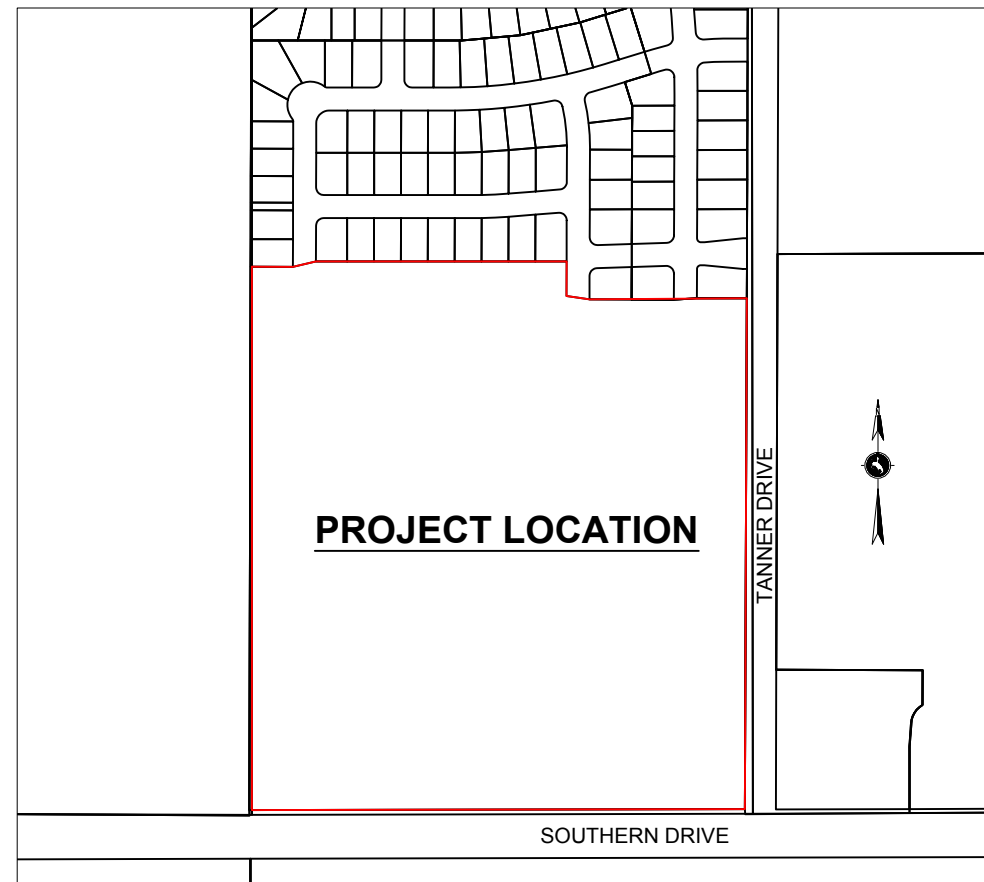
January 08, 2026

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

SITE PLAN FOR
LEGACY RIDGE PHASE IV

IN THE CITY OF GILLETTE

CAMPBELL COUNTY, WYOMING



VICINITY MAP
GILLETTE, WYOMING
1" = 500'

LEGEND

	RIGHT OF WAY
	PROPERTY LINES
	EXISTING CENTERLINE
	PROPOSED CENTERLINE
	EDGE EXISTING ASPHALT
	EXISTING WOOD FENCE
	PROPOSED CHAINLINK FENCE
	EXISTING GAS LINE
	PROPOSED CRUDE MAIN
	EXISTING WATER MAIN
	PROPOSED WATER MAIN
	EXISTING SANITARY MAIN
	PROPOSED SANITARY MAIN
	EXISTING STORM MAIN
	PROPOSED STORM MAIN
	OVERHEAD POWER LINE
	TELEPHONE LINE
	UNDERGROUND POWER
	EXISTING FIBEROPTIC LINE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOURS
	EXISTING MINOR COUNTOURS
	EXISTING CONCRETE SURFACING
	PROPOSED CONCRETE SURFACING
	EXISTING ASPHALT SURFACING
	PROPOSED ASPHALT SURFACING
	PROPOSED LANDSCAPING

SYMBOLS

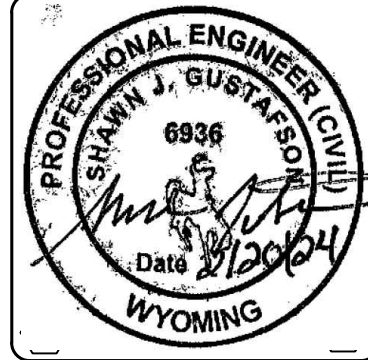
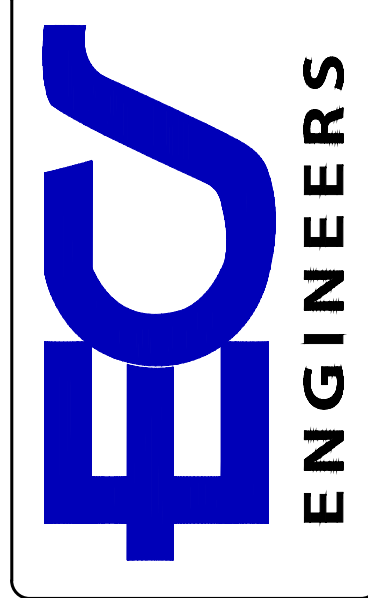
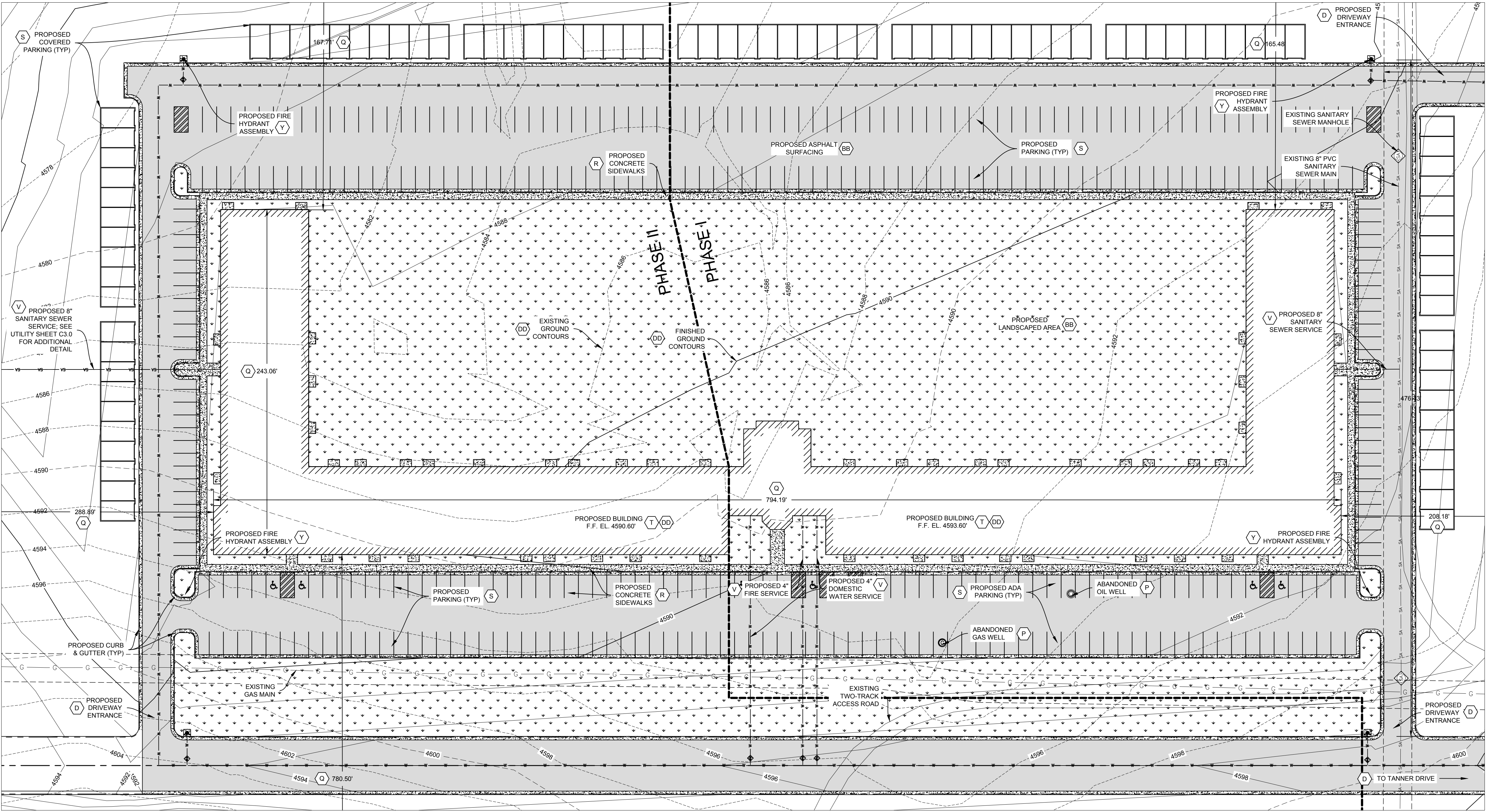
	TREE
	ECS CONTROL POINT
	ELECTRICAL VAULT
	FIBER OPTIC PEDESTAL
	FIRE HYDRANT
	PROFILE FIRE HYDRANT
	FLARED END SECTION
	GAS METER
	CATCH BASIN
	GUY WIRE ANCHOR
	POWER POLE
	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEAN OUT
	IRRIGATION VALVE BOX
	STORM SEWER MANHOLE
	STREET LAMP
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	BORE HOLE LOCATION
	WATER TEE
	WATER CROSS
	WATER VALVE
	CURB STOP
	ELECTRICAL METER CABINET
	SINGLE SIGN POST
	BOLLARD
	RECOVERED BRASS CAP
	RECOVERED ALUMINUM CAP
	RECOVERED REBAR
	RECOVERED ALUMINUM CAP

- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GILLETTE STANDARD CONSTRUCTION SPECIFICATIONS AND DESIGN STANDARDS, 2020, UNLESS OTHERWISE STATED IN THESE PLANS AND SPECIFICATIONS.
- THE CITY OF GILLETTE PUBLIC WORKS DEPARTMENT SHALL BE CONTACTED PRIOR TO ANY WORK. ALL CITY PERMITTING IS THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES PRIOR TO CONSTRUCTION AND COORDINATE WITH THOSE UTILITIES DURING CONSTRUCTION.
- THE LOCATION OF THE EXISTING UTILITIES IN THE PLANS ARE APPROXIMATE. THE ENGINEER AND OWNER SHALL NOT BE HELD ACCOUNTABLE FOR THE COMPLETENESS OR ACCURACY OF THE UTILITY LOCATIONS.
- ALL WATER CROSSINGS WITH OTHER UTILITY SYSTEMS WHERE VERTICAL CLEARANCE IS LESS THAN 18", SHALL BE INSULATED AND ENCASED IN FLOW FILL, OR AS DIRECTED BY THE ENGINEER.
- ALL WATER PIPE SHALL BE AWWA - C900 DR-18 PVC PIPE. TRACER WIRE SHALL BE INSTALLED ON ALL WATER MAINS AND SERVICES.
- ALL SEWER MAIN SHALL BE SDR-35 PVC PIPE.
- SANITARY SEWER SERVICES SHALL BE INSTALLED AT A MINIMUM OF 2.0% SLOPE. PIPE SHALL BE SDR 35.
- DRY UTILITY TRENCHING AND CONDUIT INSTALLATION WILL BE PERFORMED BY THE CONTRACTOR. IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE THESE ITEMS.
- THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS NOTICE FOR MATERIALS TESTING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL MEASURES NECESSARY TO COMPLY WITH FEDERAL, STATE, COUNTY, AND CITY REGULATIONS INCLUDING WYDES THAT PROHIBIT DISCHARGE OF POLLUTANTS, INCLUDING SEDIMENTS RESULTING FROM EROSION OR OTHER CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL PROVIDE DUST CONTROL AND SHALL CONDUCT WORK SO THAT SEDIMENT IS NOT TRANSFERRED ONTO ROADWAY OR ADJACENT PROPERTY.
- CONCRETE WALKS AND SECTIONS TO HAVE CONTRACTION JOINTS EVERY 6' AND PREFORMED HALF-INCH EXPANSION JOINTS EVERY 150', AT RADIUS POINTS, AND AT CONNECTIONS TO BUILDING AND WITH EXISTING CONCRETE. EXPANSION JOINTS SHALL BE SEALED WITH AN APPROPRIATE SILICONE JOINT SEALANT.
- CONTRACTOR TO CHECK, CONFIRM AND COORDINATE ALL DIMENSIONS AND DETAILS. TAKE FIELD MEASUREMENTS. VERIFY FIELD CONDITIONS AND COORDINATE WORK WITH THAT OF OTHER CONTRACTORS FOR THE PROJECT AND THE ENGINEER. ANY DISCREPANCIES OR CONCERNS REGARDING PLANS, NOTATIONS OR ELEVATIONS SHALL BE DIRECTED TO THE ENGINEER FOR CLARIFICATION.

GENERAL NOTES

SITE PLAN CHECKLIST

- A. NAME OF PROJECT: AS SHOWN
B. DRAINAGE AREAS: SEE DRAINAGE PLAN - C5.0
C. LANDSCAPE PLAN: SEE LANDSCAPING PLAN - C7.0
D. ACCESS TO PROPERTY: AS SHOWN
E. OWNER AND ENGINEER INFORMATION: AS SHOWN
F. PROPERTY BOUNDARIES WITH DIMENSIONS: SEE EXISTING CONDITIONS - C2.0
G. NORTH ARROW & SCALE: AS SHOWN
H. REQUIRED CERTIFICATIONS: AS SHOWN
I. DATE OF PREPARATION: AS SHOWN
J. LEGEND: AS SHOWN
K. VICINITY MAP: AS SHOWN
L. LEGAL DESCRIPTION OF PROPERTY: TRACT B, LEGACY RIDGE PHASE III, LOCATED IN THE E/4SW/4, SECTION 3, T.49N., R.72W., OF THE 8th P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING
M. RIGHTS OF WAY AND EASEMENTS: SEE EXISTING CONDITIONS - C2.0
N. FLOODPLAIN AREAS: NONE
O. SIGNIFICANT NATURAL FEATURES OR HAZARDS: NONE
P. EXISTING WELLS: AS SHOWN
Q. BUILDING SIZE & SETBACKS:
BUILDING FOOTPRINT: 71,147 SQUARE FEET
BUILDING SETBACKS: AS SHOWN
R. SIDEWALKS: AS SHOWN
S. PARKING SPACES:
STANDARD SPACE DIMENSION: 9X18 FEET
COVERED SPACE DIMENSION: 14X23.5 FEET
STANDARD SPACES: 350 SPACES
COVERED STANDARD SPACE: 131 SPACES
ADA SPACES: 16 SPACES
COVERED ADA SPACES: 4 SPACES
TOTAL PARKING SPACES: 501 SPACES
T. ELEVATIONS AT:
CURB: SEE GRADING PLAN - C4.0
CURB TYPE: SEE GRADING PLAN - C4.0
STRUCTURE: AS SHOWN
U. CURB CUTS AND LOADING AREAS: AS SHOWN
V. WATER AND SEWER SERVICES: AS SHOWN. SEE UTILITY PLAN - C3.0
W. ELECTRICAL TRANSFORMERS, VOLTAGE, SERVICE SIZE, AND ELECTRICAL LINES: AS SHOWN
X. REFUSE STORAGE AND PICK-UP: AS SHOWN
Y. FIRE HYDRANTS: AS SHOWN, SEE UTILITY PLAN - C3.0
DISTANCE FROM PROPOSED STRUCTURE: 35 FEET
Z. SIGNAGE: AS SHOWN
AA. FENCING AND RETAINING WALL: AS SHOWN
BB. TYPE OF SURFACE: AS SHOWN. SEE SURFACING PLAN - C6.0
CC. USE GROUP: RESIDENTIAL GROUP R-2
DD. FINISHED FLOOR ELEVATION AND CONTOURS: AS SHOWN
EE. TOTAL SQUARE FOOTAGE: 41.21 ACRES (1,795,298 SQUARE FEET)
BUILDING SIZE: 71,147 SQUARE FEET
DRIVEWAY & PARKING AREA: 456,246 SQUARE FEET
PEDESTRIAN WALKING AREA: 12,432 SQUARE FEET
OPEN/LANDSCAPED SPACE: 250,462 SQUARE FEET
FF. DEMOLITION OF EXISTING BUILDINGS: N/A
GA. COMMERCIAL SITE PLAN FEE: SEE ATTACHED
GB. DRAINAGE REPORT: SEE ATTACHED DRAINAGE REPORT
GC. REQUIRED EASEMENTS: SEE PLAT
GD. OTHER NECESSARY MATERIALS: SEE ATTACHED
GE. PROFESSIONAL ENGINEERS STAMP: AS SHOWN
GF. ALL REQUIRED DOCUMENTS UPLOADED: SEE ATTACHED
3. OTHER SUPPLEMENTAL ITEMS: SEE ATTACHED



FOR: STENCIL GROUP
P.O. BOX 69624
GILLETTE, WY 82301
905.352.4843

BY: ENVIRONMENTAL & CIVIL SOLUTIONS, LLC
1000 W. 10TH STREET, SUITE 104
CASPERS, WY 82404
307.337.2883

Date: Project 2.28.2024
Project No. 230017
Scale: 1/4" = 100'
File Name: 230017 Site Plan.dwg
PAGE: 1/17

SITE PLAN
LEGACY RIDGE PHASE IV
GILLETTE, WY

REV	DATE	REVISIONS	BY	CHK

C1.0

ARCH FULL BLEED D (24.00 X 36.00 INCHES)

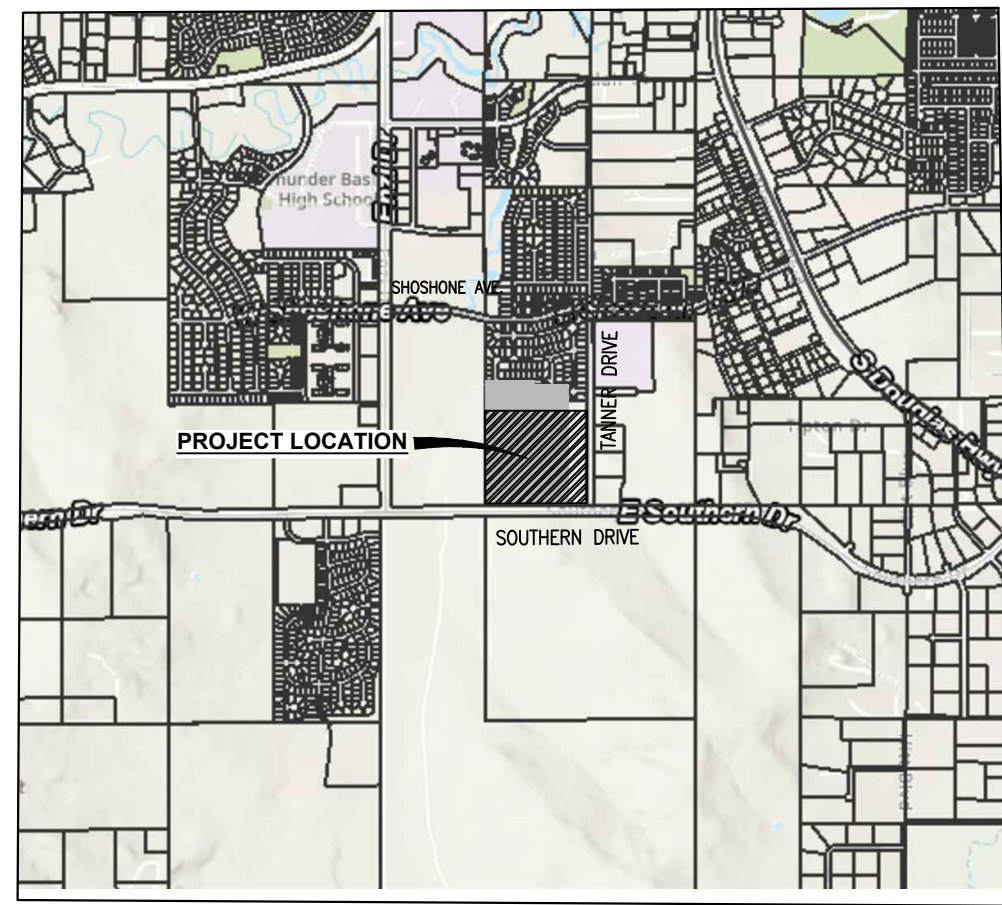
Z:\ACTIVE\230017_SGD_LEGACY RIDGE APARTMENTS\DRAWINGS_WORKING\230017 SITE PLAN NEW BUILDING.DWG

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ARCH FULL BLEED D (24.00 X 36.00 INCHES)

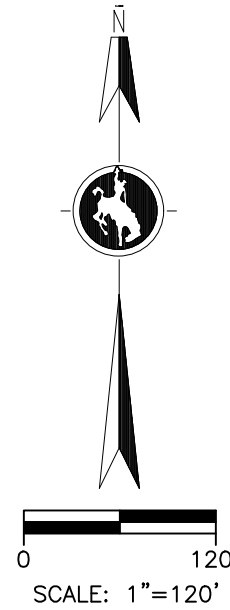
1/16"

FINAL MINOR SUBDIVISION PLAT OF LEGACY RIDGE, PHASE V

A RESUBDIVISION OF LOT 2, LEGACY RIDGE PHASE IV, LOCATED IN THE E1/2SW1/4, SECTION 3, T.49N., R.72W. OF THE 6th P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING



VICINITY MAP
SCALE 1"=2000'



LEGEND

- SET 2" ALUMINUM CAP
- REC. CORNER (AS NOTED)
- ⊙ REC. BRASS CAP
- LOT LINE
- SUBDIVISION BOUNDARY
- - - EXISTING EASEMENT LINES

CERTIFICATE OF DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED NATHAN STENCIL, MANAGING MEMBER OF THE BUTTE LLC, SCOTT & KENDALL KATSKEE & JOHN OTTESON, BEING THE OWNERS, PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY THAT THE LEGACY RIDGE PHASE V, A RE-SUBDIVISION OF LOT 2, LEGACY RIDGE PHASE IV, LOCATED IN SECTION 3, T.49N., R.72W. OF THE 6th P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PART OF THE SE1/4 OF THE SW1/4 OF SECTION 3, TOWNSHIP 49 NORTH, RANGE 72 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL AND THE SOUTHWEST CORNER OF LOT 1, LEGACY RIDGE PHASE IV AND A POINT IN THE WEST LINE OF SAID SE1/4SW1/4, SECTION 3, THENCE ALONG THE NORTH LINE OF SAID PARCEL AND THE SOUTH LINE OF SAID LOT 1, LEGACY RIDGE PHASE IV, S.89°49'23"E., 1291.85 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, THE SOUTHEAST CORNER OF SAID LOT 1, LEGACY RIDGE PHASE IV AND A POINT IN THE WEST LINE OF TANNER DRIVE; THENCE ALONG THE EAST LINE OF SAID PARCEL, AND THE WEST LINE OF SAID TANNER DRIVE, S.0°13'16"W., 1186.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND A POINT IN THE INTERSECTION OF THE WEST LINE OF SAID TANNER DRIVE WITH THE NORTH LINE OF SOUTHERN DRIVE; THENCE ALONG THE SOUTH LINE OF SAID PARCEL AND THE NORTH LINE OF SAID SOUTHERN DRIVE, S.89°52'41"W., 1290.08 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AND A POINT IN THE WEST LINE OF SAID SE1/4SW1/4, SECTION 3; THENCE ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF SAID SE1/2SW1/4, SECTION 3, N.0°08'14"E., 1192.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 35.25 ACRES, MORE OR LESS.

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S); AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS AND IT IS TO BE KNOWN AS "LOTS 1, 2 AND 3, LEGACY RIDGE, PHASE V",

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

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

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

THE BUTTE LLC
PO BOX 89624
SIOUX FALLS, SD 57109

SCOTT & KENDALL KATSKEE
PO BOX 89624
SIOUX FALLS, SD 57109

JOHN OTTESON
PO BOX 89624
SIOUX FALLS, SD 57109

THE BUTTE LLC, NATHAN STENCIL
MANAGING MEMBER

STATE OF WYOMING }

CAMPBELL COUNTY } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ A.D., 20____ BY NATHAN STENCIL, MANAGING MEMBER OF THE BUTTE LLC, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY OFFICIAL HAND AND SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SCOTT KATSKEE-OWNER

STATE OF WYOMING }

CAMPBELL COUNTY } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ A.D., 20____ BY SCOTT KATSKEE, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY OFFICIAL HAND AND SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

KENDALL KATSKEE-OWNER

STATE OF WYOMING }

CAMPBELL COUNTY } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ A.D., 20____ BY KENDALL KATSKEE, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY OFFICIAL HAND AND SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

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

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

MAYOR

Attest: CITY CLERK

CERTIFICATE OF APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION

APPROVED BY THE CITY OF GILLETTE PLANNING COMMISSION, WYOMING THIS ____ DAY OF ____ A.D., 20____

CHAIRMAN

Attest: SECRETARY

CERTIFICATE OF REVIEW OF THE CITY ENGINEER:

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

CITY ENGINEER

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT

____ O'CLOCK ____ M., THIS ____ DAY OF ____ A.D., 20____, AND IS

DULY RECORDED IN BOOK NUMBER ____ OF PLATS, PAGE NUMBER ____.

COUNTY CLERK

JOHN OTTESON-OWNER

STATE OF WYOMING }

CAMPBELL COUNTY } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ A.D., 20____ BY JOHN OTTESON, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY OFFICIAL HAND AND SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTES

1. PLAT CLOSURE RATIO EXCEEDS: 1:110,240
2. BASIS OF BEARINGS: NAD83/2011 STATE PLANE, WYOMING EAST ZONE(4902), US SURVEY FEET - GRID.
3. NO PUBLIC MAINTENANCE OF ROADS - CAMPBELL COUNTY NOT RESPONSIBLE FOR MAINTENANCE OF SUBDIVISION ROADS.
4. THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.
5. THIS SUBDIVISION IS NOT WITHIN AND AREA THAT HAS BEEN OFFICIALLY DESIGNATED AS AN AIRPORT INFLUENCE AREA (AIA)
6. PROPOSED LAND USE: RESIDENTIAL.
7. PER CAMPBELL SUBDIVISION REGULATIONS, THE SUBDIVIDER(S) ARE RESPONSIBLE FOR THE CONSTRUCTION OF THE PERIMETER FENCE.
8. LOTS ARE NOT PART OF A FIRE PROTECTION DISTRICT AND FIRE PROTECTION IS NOT OTHERWISE PROVIDED.
9. UTILITY EASEMENTS ARE DEDICATED AS SHOWN AND DELINEATED HEREON.
10. THIS SUBDIVISION DOES NOT CONTAIN ANY DESIGNATED WATER RIGHTS PER THE WYOMING STATE ENGINEERS OFFICE RECORDS.

SUBDIVISION SUMMARY

TOTAL AREA:	35.25 ACRES
TOTAL LOTS:	3 LOTS
LOT SIZE:	L1 - 6.511 ACRES L2 - 9.035 ACRES
	L3 - 17.904 ACRES
CURRENT ZONING:	R4
FLOOD PLAIN DESIGNATION:	ZONE X
RIGHT OF WAY:	1.80 ACRES

BENCHMARK

BASED ON CITY OF GILLETTE VERTICAL CONTROL MONUMENT #102, ELEVATION 4609.666

BASIS OF BEARING

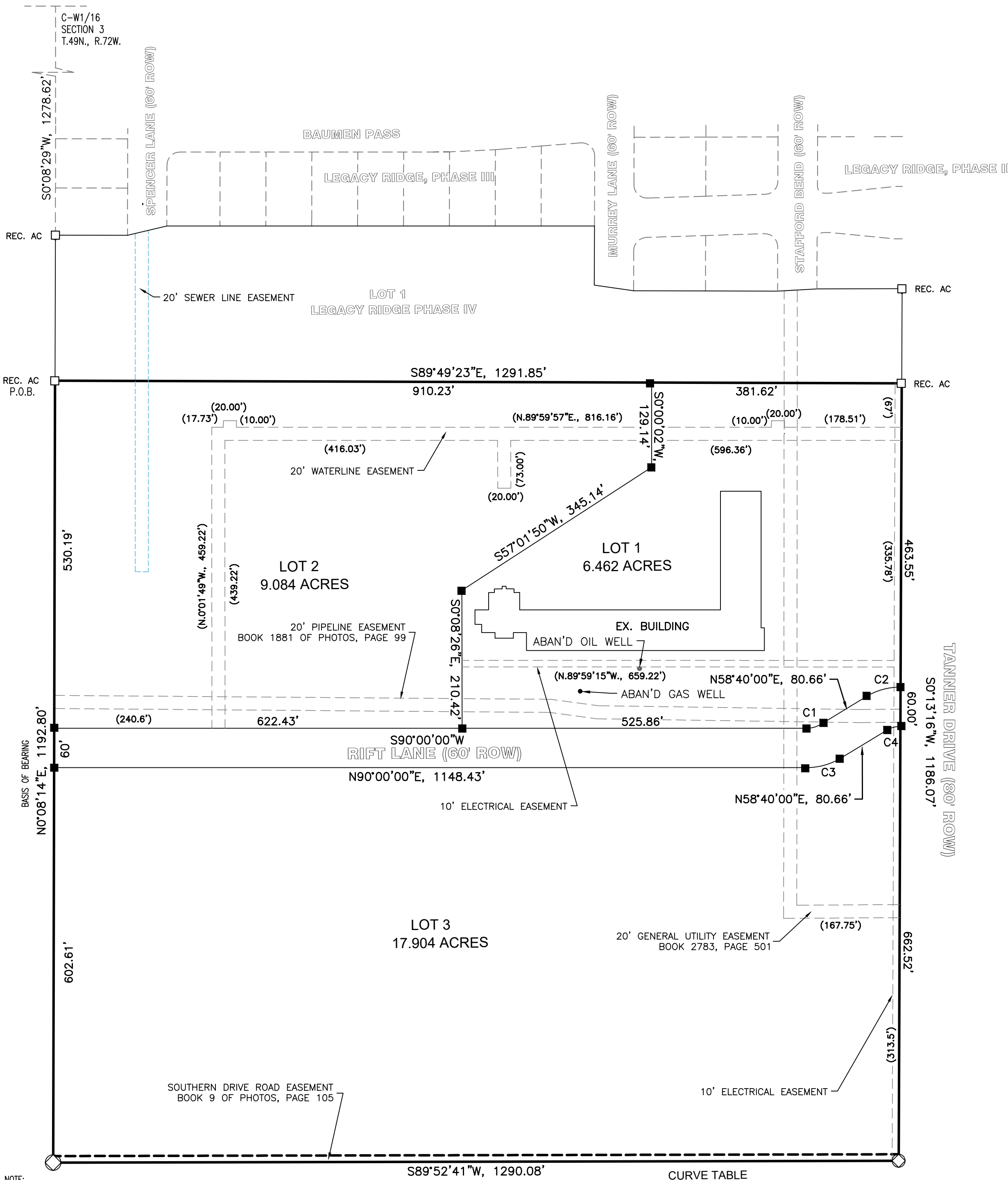
THE WEST LINE OF THE E1/2SW1/4, SECTION 3, T.49N., R.72W.

DECLARATION VACATING PREVIOUS PLATTING

THIS SUBDIVISION IS THE RESUBDIVISION OF LOT 2, LEGACY RIDGE PHASE IV, LOCATED IN SECTION 3, T.49N., R.72W. OF THE 6th P.M. CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AS RECORDED IN BOOK 11 OF PLATS, PAGE 300 OF THE RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF AND ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED WITH THIS PLAT.

SURVEYOR'S CERTIFICATE

I, STEVEN J. GRANGER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT, AND COMPLETE PLAT OF LEGACY RIDGE PHASE V, A RESUBDIVISION OF LOT 2, LEGACY RIDGE PHASE IV, LOCATED IN SECTION 3, T.49N., R.72W., OF THE 6th P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY DIRECT SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH THE CITY OF GILLETTE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.



NOTE:

ALL EXISTING DRAINAGE SWALES, DITCHES, AND STREAMS THAT CONVEY OFF-SITE PASS-THROUGH STORMWATER THAT FLOWS ACROSS LOTS 1 AND 2, SHALL BE PRESERVED, UNTIL SUCH TIME THAT SAID LOTS ARE DEVELOPED AND ALTERNATE MEANS OF CONVEYANCE OF THE STORMWATER RUNOFF IS PUT IN PLACE.

SOUTHERN DRIVE (120' ROW)

CURVE TABLE

#	Δ	R	L	CH
C1	31°20'00"	41.00'	22.42'	N74°20'00"E, 22.14'
C2	31°29'22"	101.00'	55.51'	N74°24'41"E, 54.81'
C3	31°20'00"	101.00'	55.23'	N74°20'00"E, 54.54'
C4	31°23'41"	41.00'	22.46'	N74°21'50"E, 22.18'

ECS ENGINEERS

PREPARED FOR:
THE BUTTE LLC
P.O. BOX 89624
SIOUX FALLS, SD 57109
(307) 686-3620
www.stencil-group.com

FINAL PLAT
LEGACY RIDGE
PHASE V

PAGE 1/1

Scale: SEE DRAWING
File Name: Legacy_Ridge_FinalPlat_PhaseV.dwg

Date Drawn: 6/25/2025
Project No.: 230017

ECS ENGINEERS
1607 CY Ave., SUITE 104
CASPER, WY 82604
307-337-2883
www.ecsengineers.net

ECS ENGINEERS

RESOLUTION NO.

**A RESOLUTION APPROVING AND AUTHORIZING THE
MINOR SUBDIVISION PLAT OF LEGACY RIDGE, PHASE V,
A RESUBDIVISION OF LOT 2, LEGACY RIDGE PHASE IV;
TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL
PLANNING REQUIREMENTS.**

WHEREAS the Final Plat of the Minor Subdivision Plat of Legacy Ridge, Phase V, A Resubdivision of Lot 2, Legacy Ridge Phase IV; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on January 27th, 2026, with Planning Requirements.

WHEREAS the recording of the Minor Subdivision Plat of Legacy Ridge, Phase V, A Resubdivision of Lot 2, Legacy Ridge Phase IV; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on January 27th, 2026.

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

the Final Plat of Minor Subdivision Plat of Legacy Ridge, Phase V, A Resubdivision of Lot 2, Legacy Ridge Phase IV; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by ECS Engineers, signed by Steven J. Granger, Professional Land Surveyor, Wyoming Registration Number 15092, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ January 27, 2026 ~ 5:15 pm

PRESENT

Commission Members Present: Vice-Chair Richard Cone, Matthew Nelson, Brian Rozier, and Lance Walker.

Commission Members Absent: Chair Shaun Hottell, Jack Colson, and Ian Scott,

Staff Present: Meredith Duvall, City Planning Manager

CALL TO ORDER

Vice-Chair Richard Cone 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 January 13, 2025. Lance Walker seconded the motion. Motion carried 4/0.

Case No.
PL2025-0049 –
CONDOMINIUM
PLAT – 1501 W 2nd
Street

The applicant, Troy McKeown, proposes subdivide an existing 2.58-acre parcel at 1501 W 2nd Street into two lots through an existing building, thus creating a condominium. The northern proposed Lot 3A, Block 2 will be 2.04 acres and the southern proposed Lot 3B, Block 2 will be 0.54 acres. Each lot will have one existing structure on it that has a shared wall.

The property located at 1501 W 2nd Street is currently zoned C-1, General Commercial District. In accordance with the C-1 zoning district standards, the minimum lot width is 50 feet, which both proposed lots meet.

Pursuant to the City of Gillette Subdivision Regulations for commercially/industrially zoned properties, installation of water and sanitary sewer services to each lot is not required at the time of platting and can be done at the time of development. As there is an existing structure that straddles the proposed property line, both lots do currently have city utilities (water, sewer, and electrical). Electrical service for Lot 3B is on the back of the building that is on Lot 3A. Water service for both lots is accessed in the back of the building on Lot 3A. Staff has recommended that an agreement be drawn up between the property owners for utility access. Any service upgrades or improvements are the responsibility of the developer. Furthermore, as it is a condominium plat and there is a shared wall, the Fire Department has reviewed the plat and does not have any concerns at this time.

There are no Private Easements required.

No Tenant Conversion Letters were done as both interested parties participated in the replatting process.

There are no Condominium Declarations required as there is no shared common space.

Vice-Chair Cone asked if there were any comments from the public on the case. Meredith Duvall said the Planning Division received one call on the case and was a general inquiry only.

Vice-Chair Cone asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Lance Walker made a motion to approve the case, and Brian Rozier seconded. The Motion carried 4/0.

Case No.
PL2025-0051 –
MINOR
SUBDIVISION –
4900 Tanner Drive

The applicant seeks to subdivide existing Lot 2 of Legacy Ridge, Phase IV into three lots. Proposed Lot 1 is 6.46 acres, Lot 2 is 9.08 acres, and Lot 3 is 17.90 acres. The lots are zoned R-4, Multi-Family Residential District. Within the R-4 district, there are minimum lot sizes based on housing type: single dwelling unit is 6,000 square feet, two-four dwelling units is 3,000 square feet, an excess of four dwelling units is 1,5000 square feet, and a lot for townhomes is 3,000 square feet per unit; the proposed lots meet the minimum lot sizes for all housing types. The minimum width is 50', which all three proposed lots meet.

The existing lots have City water, sanitary sewer, and electric services. No additional City service extensions are required for the filing of the proposed plat.

Previously, a phased commercial site plan (PL2024-0048) for an apartment complex was applied for by the applicant. Per the approved plan, the second phase of the building is supposed to cross where the proposed property line is for this minor subdivision. City Planning Staff has informed the agent that a building cannot be built over a property line within this zoning district. The owner's agent, Steven Granger, has informed Staff that the purpose of this proposed minor subdivision is to isolate the existing building for financial reasons. If and when a Phase 2 of the approved apartment complex is ready for construction, a replat will be done to vacate the lot line and turn it back into one lot.

Vice-Chair Cone asked if there were any comments from the public on the case. Meredith Duvall said the Planning Division received one call on the case and Ms. Duvall had a meeting with them regarding the case. Ms. Duvall showed them the proposed subdivision plat changes, and one of the residents had an issue with the proposed changes but also had issues with previous changes to this lot. The other resident said they understood the proposed changes. Both were informed when the Planning Commission meeting would be to consider the proposed changes to the lot.

Vice-Chair Cone asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Brian Rozier made a motion to approve the case, and Matt Walker seconded. The Motion carried 4/0.

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said the next meeting will be February 10, 2026.

ADJOURNMENT The meeting was adjourned at 5:23 pm

Minutes prepared by Jill McCarty, Administrative Coordinator.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 3, 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.