



**CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.**

**Tuesday, February 17, 2026
6:00 PM**

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. APPROVAL OF GENERAL AGENDA

D. APPROVAL OF CONSENT AGENDA

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

1. Special Meeting Minutes (Vision Dinner) - January 29, 2026
Regular Meeting Minutes - February 3, 2026
2. Council Consideration for the Mayor to Sign a Letter of Support for Energy Capital Economic Development's Grant Application for the Remodel of the FUEL Incubator (Enterprise Center) Renovation.

Staff Reference: Michael H. Cole, City Administrator

3. Bills and Claims

Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. Mayor Lundvall - \$304,812.64
Travel Reimbursement - \$38.03 - Governor's Resilience Forum
S & S Builders - \$51,891.83 - ECSC Bleacher Shelters
First National Bank - \$2,731.15 - ECSC Bleacher Shelters
S & S Builders - \$237,644.05 - Pump Station #1 Upgrades
First National Bank - \$12,507.58 - Pump Station #1 Upgrades

Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. FY26 CIP Review

Staff Reference: Michelle Henderson, Finance Director

2. Proforma Presentation

Staff Reference: Michelle Henderson, Finance Director

H. UNFINISHED BUSINESS

I. NEW BUSINESS

1. Council Consideration for an Acceptance of Public Improvements for the Enzi Practice Fields Improvements Project, Installed by Powder River Construction, Inc., in the Amount of \$1,866,859.94.

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

2. Council Consideration of a Bid Award for the Echeta Road Reconstruction Project to Hot Iron Inc, in the Amount of \$5,359,737.66 (1% Project).

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

3. Council Consideration for a Bid Award for the Shoshone Ave Beautification: Phase 1 Project, to G & G Landscaping, Inc., in the Amount of \$388,264.95 (1% Project).

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

4. Council Consideration for a Professional Services Agreement Related to the Dalbey Memorial Park #7: Restroom Improvements Project with Morrison-Maierle, Inc. in the Amount of \$124,500.00 (1% Project).

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

5. Council Consideration of a Contract Amendment to a Professional Services Agreement with WWC Engineering for Construction Management Services Related to the Sutherland Subdivision Resurfacing Project in the Amount of \$90,000.00 (1% Project).

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

6. Council Consideration of a Pre-Annexation Agreement between the City of Gillette and Carl's Water Service Inc. for property located at 903 Hannum Road.

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

7. **Council Consideration to Authorize the Mayor to Sign the Federal Highway Administration Agreement to Re-establish the Community Project Funding Grant for the Senator Mike Enzi Memorial Overpass Replacement Project.**

Staff Reference: Michelle Henderson, Finance Director & Ry Muzzarelli, P.E., Development Services Director

8. **Council Consideration of a Resolution Approving and Authorizing the Final Plat of the Campbell County High School Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 7/0)**

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

9. **Council Consideration of an Extension of Non-Operational Status for Retail Liquor License RTL-32, for DA Peterson & Associates, LLC d.b.a. Gillette Travel Center through March 2026.**

Staff Reference: Jennifer Toscana, Public Affairs Director

J. PUBLIC HEARINGS AND CONSIDERATIONS

1. **A Public Hearing to Consider the Renewal of Retail, Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Resort Licenses, and a Special Malt Beverage Permit, for the 2026-2027 Liquor Licensing Period.**
2. **Council Consideration of the Renewal of Retail, Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Resort Licenses, and a Special Malt Beverage Permit, for the 2026-2027 Liquor Licensing Period.**

Staff Reference: Jennifer Toscana, Public Affairs Director

3. **A Public Hearing to Allow Persons Under the Age of Twenty-One (21) Years to Enter or Remain in a Microbrewery or Winery Licensed Building for the Liquor Licensing Period April 1, 2026 to March 31, 2027.**
4. **Council Consideration to Allow Persons Under the Age of Twenty-One (21) Years to Enter or Remain in a Microbrewery or Winery Licensed Building for the Liquor Licensing Period April 1, 2026 to March 31, 2027.**

Staff Reference: Jennifer Toscana, Public Affairs Director

5. **A Public Hearing for the Transfer of Ownership of Retail Liquor License No. RTL-24, from AB Gillette WY LLC d.b.a. Applebee's Neighborhood Grill & Bar to Big D Oil Company d.b.a. Big D #39, and Transfer of Location of said Retail Liquor License from 1927 Cliff Davis Dr. to 111 N Hwy 14-16, effective April 1, 2026.**
6. **Council Consideration of the Transfer of Ownership of Retail Liquor License No. RTL-24, from AB Gillette WY LLC d.b.a. Applebee's Neighborhood Grill & Bar to Big D Oil Company**

d.b.a. Big D #39, and Transfer of Location of said Retail Liquor License from 1927 Cliff Davis Dr. to 111 N Hwy 14-16, effective April 1, 2026.

Staff Reference: Jennifer Toscana, Public Affairs Director

- 7. A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District, per the attached Exhibit.**
- 8. Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District, per the attached Exhibit. (Planning Commission Vote: 6/0/1 Abstention)**

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

K. PUBLIC COMMENT

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

1. Council Meeting Safety & Public Meeting Rules.

Staff Reference: Michael H. Cole, City Administrator

L. ADMINISTRATOR'S REPORT

M. EXECUTIVE SESSION

N. ADJOURNMENT



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Special Meeting Minutes (Vision Dinner) - January 29, 2026
Regular Meeting Minutes - February 3, 2026

ATTACHMENTS:

[260129 Special Meeting \(2026 Vision Dinner\)](#)
[260203 Regular Meeting](#)

A Special Meeting of the City Council was held on Wednesday the 29th day of January 2026, at the City West Breakroom located at 611 Exchange Ave, Gillette, WY 82716.

Present were City of Gillette Councilmembers Smith, McLeland, Gross, Carsrud, Clary, and West; City Administrator Cole; City Attorney Brown; and Director Toscana.

Also present: members of the Board of Campbell County Commissioners; members of the Wright Town Council; members of Campbell County Health; members of the Gillette Community College District; members of the Campbell County School District #1; and members of the public.

Presentation

Gillette City Council members attended the 2026 Vision Dinner. At this meeting, Administrator Cole and members of Council discussed the City's new and upcoming projects and priorities, long-term projects, and opportunities for cooperative effort. Specific items discussed were recent accomplishments of adoption of the Comprehensive Plan and completion of three new Madison formation water wells as part of the regional water system. Administrator Cole also demonstrated the new InformGillette website, created in partnership with the Town of Wright and Campbell County government to educate the community about the Optional 1% Sales Tax which will appear on ballots for renewal in November. Representatives from the other organizations present then reviewed their respective new and upcoming projects and priorities, long-term projects, and opportunities for cooperative effort.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 6:58 p.m.

(S E A L)

ATTEST:

Alicia Allen, City Clerk
Publication Date: February 10, 2026

Shay Lundvall, Mayor

A Regular Meeting of the City Council was held on Tuesday the 3rd day of February 2026, in the City Hall Council Chambers.

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

Invocation and Pledge of Allegiance

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

Approval of General Agenda

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

Approval of Consent Agenda

Minutes

Regular Meeting Minutes – January 20, 2026

Other – Consent Agenda

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

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.

Bills and Claims

AlSCO, 1,321.51; American Water Works, 2,702.00; Anixter Power Solutions, 20,463.68; Antelope Valley Improvement & Service District, 7.50; April Shippy, 20.00; Arrow Printing And Graphics Inc, 150.00; Atlas Office Products, 9.76; Baker Hughes, A Ge Company, LLC, 1,575.00; Balco Uniform Co., Inc, 15.65; Best Best & Krieger LLP, 1,330.00; Big Horn Tire Inc, 1,912.69; Bighorn Hydraulics Inc, 370.85; Bighorn Mountain Electric LLC, 1,510.00; Black Cat Construction LLC, 19,155.00; Black Hills Power & Light, 325,446.96; Black Hills Power & Light, 35,498.55; Black Hills Power & Light, 715,379.28; Black Hills Power & Light, 220,118.39; Black Hills Wyoming LLC, 519,186.01; Black Hills Wyoming LLC, 446,639.51; Blue Cross Blue Shield of Wyoming, 184,668.06; Blue Cross Blue Shield of Wyoming, 147,536.92; Bomgaars Supply, 509.35; Border States Electric, 784.48; Boyd, Kelly, 81.08; Brandi Tonkel, 425.00; Brenntag Pacific, Inc, 39,961.80; Buchanan, Elise, 219.82; Campbell County Landfill, 81,924.00; Car-Knack Inc, 101.95; Carlin, Tabitha, 65.56; CenturyLink, 122.50; Chambers, Angelena, 159.91; City Clerk Office, 8,286.74; Climate Solutions Inc, 1,005.21; Cody Thompson, 10,004.18; Collection Professionals Gillette, 634.65; Communication Technologies Inc, 356.85; Convergeone Inc, 7,410.97; Corby Shields, 1,721.93; Core & Main, 87,788.43; Courtney Lorraine Fulginiti, 150.00; Craig Furman, 225.00; Crescent Electric Supply, 10,240.87; Crestview Improvement & Service District, 7.50; Crum Electric Supply Company, 2,224.52; Cummins Rocky Mountain Inc, 11,492.47; Department Of Energy, 66,850.91; DRM Inc, 508,766.54; Edi Mendoza, 28,890.00; Elizabeth Hodge, 200.00; Ely, Mckayla, 51.06; Energy Laboratories Inc, 882.30; Falcon Construction, LLC, 21,606.00; Farmer Brothers Company, 529.63; Ferguson Us Holdings, Inc, 5,048.40; First Class Auto, 6,745.89; First National Bank Of Gillette, 2,637.73; First Northern Bank Of Wyoming, 26,777.19; Frandson Safety Inc, 992.39; Gades Sales Company Inc, 3,280.00; Galls, An Aramark Company, 101.03; Gillette Contractors Supply Inc, 25,271.27; Gillette Steel Center, 58.00; Gillette Winnelson Company, 127.05; Greiner Motor Company, 852.92; Groundline Engineering LLC, 16,070.00; Haley Communities LP Fund 5, 100.45; HDR Engineering Inc, 44,359.34; HealthEquity, Inc., 7,352.03; HealthEquity, Inc., 3,438.57; Hillcrest Spring Water Inc, 187.50; Hladky Construction, 157,448.00; Hladky Construction, 50,116.93; Homax Oil, 22,831.04; Hub International Mountain States Limited, 100.00; Hughes Fire Equipment, Inc., 2,138.85; Interstate Power Systems Inc, 1,816.27; Jack's Truck Center Inc, 308,352.40; Jessica Johnson, 175.00; Johnathan Herman, 102.39; Josef Wemmer, 2,550.00; Kelly, Timothy, 45.79; Ken Garff Cheyenne, 56,855.00; Kevin Knutson, 3,000.00; Kreative Enterprises LLC, 533.63; Lang, Dawson, 117.78; Lap Pacific Enterprises, LLC, 10.02; Lawson Products, Inc., 274.24; Ln Curtis & Sons, 59,369.38; Magana, Ana, 143.62; Manning Wrecker Service LLC, 150.00; MCM General Contractors, 147,206.11; Michael Stulken, 1,000.00; Motorola Solutions Inc, 2,234.40; Nathan G Steiner, 532.25; Neptune Benson, Inc., 1,172.69; Newman Signs Inc, 4,178.00; News Record, 6,543.07; Norco Inc, 5,083.73; One Call of Wyoming Corp, 376.95; Partsone LLC, 3,250.91; PCA Engineering Inc, 622.25; Perkovich, Jack, 194.15; Pete Lien & Sons Inc, 1,386.50; Pope, Theresa, 37.50; Postal Pros Southwest Inc, 7,156.84;

Potter, Tristin, 12.43; Powder River Energy Corporation, 5,250.00; Powder River Heating & Conditioning Corporation, 8,471.68; Pro Force Law Enforcement, 156.25; Pro Windmill Inc, 290.00; Proelectric Inc, 2,110.25; Project Works LLC, 2,227.94; Pulled Perfection, LLC, 192.00; Purvis Industries, LLC, 197.97; Railroad Management Co LLC, 4,312.78; Rapid Fire Protection Inc, 990.00; Recreational Electrical, LLC, 5,108.00; Rms Instrument & Electrical, LLC, 4,567.00; Rt Communications Inc, 4,600.00; Ryan Schrock, 106.00; Safety-Kleen Systems Inc, 207.90; Saliga, Steven, 157.05; Salt City Sales Inc, 432.84; Selby's, 15,800.00; Sheridan Motors, 38,194.00; Sherwin Williams, 168.38; Simon Contractors, 287.25; Simon Contractors, 3,294.69; Southwestern Equipment Company, 987.97; Square Grove LLC, 1,068.00; Stahl, Scotty, 102.08; Staples Contract & Commercial LLC, 965.64; State Of Wyoming Office of the Attorney General, 45.00; Structural Dynamics LLC, 35,373.57; Stuart C. Irby Co, 428.00; Stuart C. Irby Co, 2,584.43; Sundquist, Casey, 10.87; Terry Sjolín, 325.00; That Embroidery Place, 30.00; The Painting Specialists, 249.07; Thunder Basin Ford LLC, 400.95; Thunder Basin Propane, 130.98; Travis Raisley, 1,200.00; UMB Bank, 86,809.45; United Central Industrial Supply Co, 355.02; Waste Connections Of Wyoming, 973.36; Wesco Receivables Corp, 10,692.28; Western Services LLC, 1,000.00; Western Waste Solutions Inc, 6,217.00; Wolz, Daniel, 105.16; WWC Engineering, 9,162.75; Wyodak Resources Development Corp, 839.35; Wyoming Cooperative Liquid Assets Securities, 50.00; Wyoming Cooperative Liquid Assets Securities, 209.43; Wyoming Cooperative Liquid Assets Securities, 117.86; Wyoming Cooperative Liquid Assets Securities, 37.09; Wyoming Cooperative Liquid Assets Securities, 2,000,000.00; Wyoming Cooperative Liquid Assets Securities, 45.41; Wyoming Department Of Health, 560.00; Wyoming Division Victim Service, 80.00; Wyoming Government Investment Fund, 2,000,000.00; Wyoming Government Investment Fund, 130.44; Wyoming Government Investment Fund, 9,169.16; Wyoming Government Investment Fund, 62.52; Wyoming Machinery Co, 500.63; Wyoming State Revenue And Tax, 131,203.83; Wyoming Supreme Court, 11,796.94

Councilmember Carsrud made a motion to approve the Consent Agenda; seconded by councilmember West. Administrator Cole explained that Mountain Gas Partners is attempting to develop a new data center facility northeast of Gillette. The letter of support aligns with the support of the County Commissioners' decision to support the endeavor at their recent meeting. All voted aye. The motion carried.

Comments

Liaison

Councilmember Gross invited the public to the Council of Community Service's Empty Food Bowl Fundraiser beginning at 6:00 p.m. on March 28, 2026, at Cam-Plex Energy Hall. Gross added that anyone interested in attending can purchase tickets by calling (307) 686-2730.

Written

City Clerk Allen announced that the Clerk's Office received a written comment from Rolf Arands explaining his support for Option 3 to rebuild Gurley Bridge.

Proclamations / Presentations

Connie Buffa, Wyoming Workforce Services Division of Vocational Rehabilitation, presented information regarding the process and benefits of businesses hiring people with disabilities.

Director Toscana presented a Things to Know Video for February 2026.

New Business

Minute Action

Councilmember Gross made a motion to approve a Parade Permit for the 4th of July Parade on 2nd Street from Burma Avenue to Osborne Avenue on July 4, 2026, with street closures for staging, starting at 7:00 a.m. to 12:00 p.m., Requested by Campbell County Parks and Recreation; seconded by councilmember Clary. Darla Cotton explained that the theme for the parade is "America - 250 Years in the Making". All voted aye. The motion carried.

Councilmember West made a motion to approve 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); seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember Gross made a motion to approve 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; seconded by councilmember Clary. Administrator Cole explained that this is for water and sewer improvements near the new Scooters Coffee and the Horse Palace in the vicinity of Towers West Lodge. All voted aye. The motion carried.

Councilmember West made a motion to approve the Acceptance of the Fleet Operations Assessment performed by RTA; seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember McLeland made a motion 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); seconded by councilmember Clary. Administrator Cole stated that the foregoing item is part of some summer maintenance projects. All voted aye. The motion carried.

Councilmember West made a motion to approve 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); seconded by councilmember Clary. Administrator Cole explained that there have been at least 3 water main breaks in this area within the past year, therefore staff have prioritized this project. He further explained that this item is for the design of a new water line only, and that construction will begin hopefully before next winter. All voted aye. The motion carried.

Councilmember Carsrud made a motion to approve 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); seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember West made a motion to approve a Jail Services Contract for Gillette Municipal Adult Prisoners and Juvenile Detainees Between Campbell County and the City of Gillette; seconded by councilmember Clary. Attorney Brown explained that this is an update to prior agreements with Campbell County to house municipal court prisoners at the Campbell County Detention Center. All voted aye. The motion carried.

RESOLUTION NO. 2932

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)
Councilmember Clary made a motion to approve the foregoing Resolution; seconded by councilmember Gross. Administrator Cole explained that the lot split creates 2 lots out of the existing single lot for ownership and maintenance purposes. All voted aye. The motion carried.

RESOLUTION NO. 2933

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)
Councilmember Clary made a motion to approve the foregoing Resolution; seconded by councilmember McLeland. Administrator Cole explained that this is a lot split of a larger area for ownership and financing purposes. All voted aye. The motion carried.

Public Comment

Holly Galloway, Ward 1, raised concerns regarding the lack of railroad crossings when Gurley Overpass is closed. She suggested building a new, shorter bridge East of the current Gurley Overpass. Ms. Galloway then thanked the 4 council members who voted to repeal the Malicious Harms Ordinance.

Administrator's Report

Administrator Cole informed the public that the City's Annual Report is available to view on the City of Gillette's website. Cole added updates regarding City Hall's space renovation construction, sharing that the Engineering and Building Inspection departments are now located in the 2nd floor Community Room of City Hall.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 6:29 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 17, 2026, in the City Hall Council Chambers.

(S E A L)
ATTEST:

Alicia Allen, City Clerk
Publication Date: February 10, 2026

Shay Lundvall, Mayor



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration for the Mayor to Sign a Letter of Support for Energy Capital Economic Development's Grant Application for the Remodel of the FUEL Incubator (Enterprise Center) Renovation.

CASE BACKGROUND:

Energy Capital Economic Development has requested a letter of support from the City for their grant application to the Economic Development Administration for the remodel of the FUEL Incubator (Enterprise Center Renovation).

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Letter of Support ECED Grant Application](#)



CITY OF GILLETTE

www.gillettewy.gov

MAYOR'S OFFICE

PHONE 307-686-5203

U.S. Department of Commerce
Economic Development Administration
1244 Speer Boulevard, Suite 431
Denver, CO 80204

February 17, 2026

Subject: Support for Energy Capital Economic Development's submission for Public Works and Economic Adjustment Assistance for Enterprise Center Renovation

Dear EDA Project Officer:

The City of Gillette, Campbell County and many other partners in collaboration with the National Association of Counties (NACo), completed an Economic Transformation Plan titled "Building Resilient Economies in Coal Communities (BRECC), Campbell County, Wyoming." We are grateful to the Economic Development Administration (EDA) for funding this project.

Energy Capital Economic Development (ECED), a non-profit organization committed to fostering economic development, recognized the value of the BRECC plan and has chosen to incorporate it as the foundation of its economic development strategy. Entrepreneurship emerges as a critical driver in this transformation. The BRECC Economic Transformation Plan positions entrepreneurial development not as a peripheral activity, but as a central strategy for building a more diverse and sustainable economy.

ECED currently owns and operates the Enterprise Center which houses the ECED offices, the Small Business Development Center and several tenants, many of which receive services from ECED's incubator support program (FUEL). Third party consultants who specialize in incubators recommended extensive changes to the Enterprise Center to attract and support emerging start-ups with the potential to grow. The grant application prepared and submitted by the ECED will greatly improve the functionality and aesthetics of the building and site. ECED's revised operations plan ensures that the facility will deliver on its promise of growing local businesses.

In support of this project, on January 20, 2026, the City of Gillette considered and approved that I, as Mayor, could 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. This strip of land is shown on the site plans for the project and

lies south of ECED's current lot. Transferring ownership of this land to ECED allows them to improve the parking lot with better grading and paving, a much needed improvement.

On behalf of the City of Gillette, I would like to express our gratitude for EDA's previous investments in northeast Wyoming. We also appreciate the designation of Campbell County as a disaster area, which qualified us for funding due to the severe fires affecting our agricultural regions. We respectfully request that you give favorable consideration to the ECED application. Please contact me directly at (307) 686-5203 if you have any questions about our support for ECED and the above-mentioned grant application.

Sincerely,

Shay Lundvall
Mayor



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Bills and Claims

SUGGESTED ACTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Bills and Claims](#)

[Bills and Claims - Prepaids](#)

[Wire Transfers](#)

Expenditure Approval Report

Check Approval Date of 02/17/2026



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
4555-ATLAS OFFICE PRODUCTS			
	202864	OS INVENTORY	1,259.50
	202865	OS INVENTORY	82.72
	202866	OS INVENTORY	21.42
	202867	OS INVENTORY	17.11
	202868	OS INVENTORY	281.39
		VENDOR TOTAL:	1,662.14
1511-NORCO INC			
	202892	CUSTODIAL INVENTORY	55.42
	202893	CUSTODIAL INVENTORY	27.71
	202894	CUSTODIAL INVENTORY	166.26
	202895	CUSTODIAL INVENTORY	62.13
	202896	CUSTODIAL INVENTORY	89.18
	202897	CUSTODIAL INVENTORY	622.88
		VENDOR TOTAL:	1,023.58
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL			
	202711	JANUARY 2026 OFFICE TRAINING FEES	100.00
		VENDOR TOTAL:	100.00
2183-ULINE INC			
	202908	OS INVENTORY	185.55
		VENDOR TOTAL:	185.55
		DIVISION TOTAL:	2,971.27
		DEPARTMENT TOTAL:	2,971.27

Expenditure Approval Report

Check Approval Date of 02/17/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
1351-CAMPBELL COUNTY CHAMBER OF COMMERCE		
202633	NEWCA CRIBBAGE TOURMANMENT TROPHY SPONSOR	1,000.00
202709	EGGS AND ISSUES BREAKFAST	60.00
	VENDOR TOTAL:	1,060.00
1282-CAMPBELL COUNTY SENIOR CITIZEN CENTER		
202710	DECEMER 2025 - SPONSORED MEAL	925.00
	VENDOR TOTAL:	925.00
1345-ENERGY CAPITAL ECONOMIC DEVELOPMENT		
202634	TABLE SPONSOR	1,000.00
	VENDOR TOTAL:	1,000.00
	DIVISION TOTAL:	2,985.00
04-SPECIAL PROJECTS		
4629-APEX MECHANICAL, LLC		
202817	CITY HALL CHILLER REPLACEMENT	43,224.52
	VENDOR TOTAL:	43,224.52
1572-ARETE DESIGN GROUP		
202746	CITY HALL RENO	7,934.00
	VENDOR TOTAL:	7,934.00
1285-CAMPBELL COUNTY PUBLIC LAND BOARD COMPLEX		
202635	2026 AWARDS BANQUET VENUE	750.00
	VENDOR TOTAL:	750.00
1381-CITY OF GILLETTE		
202818	CITY HALL CHILLER REPLACEMENT	2,274.98
	VENDOR TOTAL:	2,274.98
1864-FIRST NATIONAL BANK OF GILLETTE		
202811	ENZI PRACTICE FIELDS IMPROVEME	639.02
202820	CITY HALL RENOVATION - RETAINA	12,681.15
	VENDOR TOTAL:	13,320.17
4422-INTERSTATE ENGINEERING, INC		
202826	CITY POOL RECONSTRUCTION	3,575.00
	VENDOR TOTAL:	3,575.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
2033-POWDER RIVER CONSTRUCTION			
	202810	ENZI PRACTICE FIELDS IMPROVEME	12,141.35
		VENDOR TOTAL:	12,141.35
2050-PRIME RIB RESTAURANT			
	202716	CATERING FOR AWARDS BANQUET	9,997.75
		VENDOR TOTAL:	9,997.75
4319-RUSSELL & MILLS STUDIOS			
	202850	ECSC PHASE 2 RECON REPORT	6,443.75
		VENDOR TOTAL:	6,443.75
3892-SQUARE GROVE LLC			
	202900	CUSTOMER SERVICE DESKS	14,669.00
	202901	CUSTOMER SERVICE * PRIVACY PANEL * LAURA	239.00
		VENDOR TOTAL:	14,908.00
2212-VAN EWING CONSTRUCTION			
	202819	CITY HALL RENOVATION	240,941.81
		VENDOR TOTAL:	240,941.81
		DIVISION TOTAL:	355,511.33
		DEPARTMENT TOTAL:	358,496.33

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
5143-RYAN SCHROCK			
	202656	DRUG AND ALCOHOL TESTING	331.10
		VENDOR TOTAL:	331.10
1804-SIMPSON'S PRINTING			
	202728	PD TRADING CADS	27.50
	202729	PD TRADING CARDS	27.50
		VENDOR TOTAL:	55.00
		DIVISION TOTAL:	386.10
21-SAFETY			
1858-FIREMASTER DEPT 1019			
	202717	PARTS	114.00
		VENDOR TOTAL:	114.00
		DIVISION TOTAL:	114.00
		DEPARTMENT TOTAL:	500.10

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
26-CUSTOMER SERVICE		
1898-ONLINE UTILITY EXCHANGE		
202715	ONLINE UTILITY EXCHANGE	278.64
	VENDOR TOTAL:	278.64
3369-POSTAL PROS SOUTHWEST INC		
202739	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	3,170.19
202740	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,286.93
	VENDOR TOTAL:	4,457.12
	DIVISION TOTAL:	4,735.76
34-INFORMATION TECHNOLOGY		
4025-AGOSTO HOLDINGS, LLC		
202721	GOOGLE WORKSPACE WITH ARCHIVED USERS	102,524.40
202722	GOOGLE VOICE	3,568.68
	VENDOR TOTAL:	106,093.08
1447-ANIXTER POWER SOLUTIONS		
202857	BREAKERS	1,560.00
202859	IT * FIBER PATCH * MIKE P	1,720.00
	VENDOR TOTAL:	3,280.00
2625-CHARTER MEDIA		
202654	INTERNET SERVICE	1,299.00
	VENDOR TOTAL:	1,299.00
4149-CONVERGEONE INC		
202879	IT * PHONE SYSTEM UPGRADE * MIKE P	33,048.00
202917	REPLACEMENT NETWORK SWITCHES	183,419.25
	VENDOR TOTAL:	216,467.25
5084-CREATIVE INFORMATION SYSTEMS, INC.		
202653	FULCRUM SMS TURBO	7,500.00
	VENDOR TOTAL:	7,500.00
1606-DELL MARKETING LP		
202882	M365 ADDITIONAL LICENSES	6,086.25
	VENDOR TOTAL:	6,086.25

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
1969-GOVCONNECTION			
	202886	REPLACEMENT PRINTER	258.65
	202887	REPLACEMENT PRINTER	1,579.54
		VENDOR TOTAL:	1,838.19
2222-VERIZON WIRELESS			
	202655	CELLULAR SERVICE	9,367.14
		VENDOR TOTAL:	9,367.14
2247-VISIONARY COMMUNICATIONS			
	202720	INTERNET SERVICE	1,092.96
		VENDOR TOTAL:	1,092.96
		DIVISION TOTAL:	353,023.87
		DEPARTMENT TOTAL:	357,759.63

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
4481-BALCO UNIFORM CO., INC			
	202718	NAMESTRIP - HYATT	20.00
		VENDOR TOTAL:	20.00
2594-BOMGAARS SUPPLY			
	202695	PARTS	909.94
		VENDOR TOTAL:	909.94
2477-CAMPBELL COUNTY JUVENILE PROBATION			
	202646	2ND QTR UA TESTING	3,192.32
		VENDOR TOTAL:	3,192.32
2483-CAMPBELL COUNTY SHERIFF			
	202645	DECEMBER 2025 PRISONER BILLING	1,900.00
		VENDOR TOTAL:	1,900.00
1381-CITY OF GILLETTE			
	202738	PETTY CASH REIMBURSEMENT	94.63
		VENDOR TOTAL:	94.63
5134-COURTNEY LORRAINE FULGINITI			
	202649	DUI BLOOD DRAW	75.00
	202651	DUI BLOOD DRAW	75.00
		VENDOR TOTAL:	150.00
2597-CRAIG FURMAN			
	202652	DUI BLOOD DRAW	75.00
		VENDOR TOTAL:	75.00
5140-EA SITE SERVICES, LLC			
	202719	PORTABLE TOILET AT GUN RANGE	780.00
		VENDOR TOTAL:	780.00
5078-PARTSONE LLC			
	202664	PARTS	14.99
	202777	PARTS	27.14
		VENDOR TOTAL:	42.13

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
5001-ROGER MORTIMER			
	202647	DRONE REPAIRS	439.73
		VENDOR TOTAL:	439.73
1804-SIMPSON'S PRINTING			
	202728	PD TRADING CADS	27.50
	202729	PD TRADING CARDS	27.50
		VENDOR TOTAL:	55.00
4230-UNIVERSAL ATHLETIC LLC			
	202648	POLICE HATS	331.47
		VENDOR TOTAL:	331.47
		DIVISION TOTAL:	7,990.22
		DEPARTMENT TOTAL:	7,990.22

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
202600	RUG CLEANING	22.92
202602	RUG CLEANING	53.29
202610	RUG CLEANING	22.92
	VENDOR TOTAL:	99.13
5204-CORBY SHIELDS		
202736	CITY HALL BOILER REPAIRS	674.33
	VENDOR TOTAL:	674.33
1519-CRUM ELECTRIC SUPPLY COMPANY		
202875	LIGHTING FOR BUILDING MAINTENANCE	1,843.32
	VENDOR TOTAL:	1,843.32
1511-NORCO INC		
202657	EYE WASH REPLACEMENT	9.87
202658	NEW CLEANING RAGS - WAREHOUSE, ACO, CITY WEST	43.54
	VENDOR TOTAL:	53.41
	DIVISION TOTAL:	2,670.19
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
202799	SCHEDULING FOR THE FIELDS	375.00
	VENDOR TOTAL:	375.00
	DIVISION TOTAL:	375.00
51-PARKS		
1040-ALSCO		
202607	UNIFORM CLEANING	58.75
	VENDOR TOTAL:	58.75
4096-ETHAN STRAND		
202726	HWY 59 BOULEVARD SPRAYING	1,267.85
202727	HWY 14/16 BOULEVARD SPRAYING	2,159.25
	VENDOR TOTAL:	3,427.10

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
4894-ND RECREATION AND PARKS ASSOCIATION		
202731	PLAYGROUND CERTIFICATION	1,680.00
	VENDOR TOTAL:	1,680.00
1511-NORCO INC		
202725	PLASTIC COVERALLS FOR SPRAYING	5.13
	VENDOR TOTAL:	5.13
	DIVISION TOTAL:	5,170.98
54-STREETS		
1040-ALSCO		
202605	UNIFORM CLEANING	70.25
	VENDOR TOTAL:	70.25
1592-KORTERRA INC		
202795	LOCATE TICKET MANAGEMENT	2,216.14
	VENDOR TOTAL:	2,216.14
1919-PAINTBRUSH SEWER & DRAIN		
202730	PORTA TOILETS	277.00
	VENDOR TOTAL:	277.00
4135-TEAM LABORATORY CHEMICAL, LLC		
202732	TAR BUSTER	190.75
	VENDOR TOTAL:	190.75
1748-THAT EMBROIDERY PLACE		
202733	CITY PATCH FOR NEW SAFETY COATS	90.00
	VENDOR TOTAL:	90.00
	DIVISION TOTAL:	2,844.14
	DEPARTMENT TOTAL:	11,060.31

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
2406-XEROX CORPORATION		
202622	DECEMBER 2025 METER USAGE	48.61
	VENDOR TOTAL:	48.61
	DIVISION TOTAL:	48.61
61-BUILDING INSPECTION		
3827-TAMI WALDNER		
202632	BOE LUNCH	135.00
	VENDOR TOTAL:	135.00
	DIVISION TOTAL:	135.00
62-TRAFFIC SAFETY		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
202636	XP21 REPAIRS	1,234.00
202637	SIGNAGE	604.00
202639	VACTOR HOLES FOR NEW SIGN INSTALLATIONS	2,085.50
202641	SIGNAL REPAIRS	583.00
202642	MAINT IN CABINET SINCLAIR/ENZI; CHANGE LED LIGHT	475.00
	VENDOR TOTAL:	4,981.50
	DIVISION TOTAL:	4,981.50
	DEPARTMENT TOTAL:	5,165.11

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
31-CITY CLERK/PRINT SHOP		
1381-CITY OF GILLETTE		
202738	PETTY CASH REIMBURSEMENT	70.00
	VENDOR TOTAL:	70.00
1482-NEWS RECORD		
202742	JANUARY 2026 LEGAL ADVERTISING	6,596.10
	VENDOR TOTAL:	6,596.10
4409-STATE OF WYOMING - ETS		
202624	ARCHIVES	6.70
202625	ARCHIVES	6.70
202626	ARCHIVES	6.70
	VENDOR TOTAL:	20.10
	DIVISION TOTAL:	6,686.20
32-JUDICIAL		
2483-CAMPBELL COUNTY SHERIFF		
202645	DECEMBER 2025 PRISONER BILLING	4,750.00
	VENDOR TOTAL:	4,750.00
2747-J. CRAIG ABRAHAM		
202643	DEFENSE ATTORNEY	1,050.00
	VENDOR TOTAL:	1,050.00
5147-LAP PACIFIC ENTERPRISES, LLC		
202745	JUDGE ROBE CLEANING	25.72
	VENDOR TOTAL:	25.72
	DIVISION TOTAL:	5,825.72
65-PUBLIC AFFAIRS ADMINISTRATION		
1482-NEWS RECORD		
202741	JANUARY 2026 ADVERTISING	2,110.43
	VENDOR TOTAL:	2,110.43

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
65-PUBLIC AFFAIRS DEPARTMENT			
65-PUBLIC AFFAIRS ADMINISTRATION			
1804-SIMPSON'S PRINTING			
	202644	1% BROCHURES	119.00
		VENDOR TOTAL:	119.00
		DIVISION TOTAL:	2,229.43
		DEPARTMENT TOTAL:	14,741.35
		FUND TOTAL:	758,684.32

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1415-CONSOLIDATED ENGINEERS INC			
	202838	NORTHLAND VILLAGE DRAINAGE IMP	1,021.00
	202844	SPRUCE AND KLUVER SURFACING *	4,739.25
	202846	2026 ASPHALT POTHOLE REPAIR PR	1,706.25
	202918	DESERT HILLS CIRCLE FDR - DESI	10,076.00
		VENDOR TOTAL:	17,542.50
1864-FIRST NATIONAL BANK OF GILLETTE			
	202813	CENTRAL CONTROL PHASE 2 * RETA	1,518.86
		VENDOR TOTAL:	1,518.86
1450-HDR ENGINEERING INC			
	202853	HERITAGE LIFT STATION REPLACEM	4,000.00
		VENDOR TOTAL:	4,000.00
1560-HLADKY CONSTRUCTION			
	202812	CENTRAL CONTROL PHASE 2	28,858.39
		VENDOR TOTAL:	28,858.39
1589-HOT IRON			
	202724	2026 ASPHALT POTHOLE REPAIRS - MANHOLE DIAMOND	2,700.00
		VENDOR TOTAL:	2,700.00
1754-KLJ ENGINEERING LLC			
	202837	O'HARA DRIVE WATER MAIN	1,180.92
	202845	REMINGTON DRAINAGE IMPROVEMENT	10,965.54
	202847	BUTLER SPAETH & 6TH STREET SEW	9,977.85
		VENDOR TOTAL:	22,124.31
5155-KSLA CORP			
	202841	HERITAGE VILLAGE PLAYGROUND RE	9,814.00
		VENDOR TOTAL:	9,814.00
1312-MORRISON MAIERLE INC			
	202827	FOOTHILLS DRAINAGE IMPROVEMENT	1,456.00
		VENDOR TOTAL:	1,456.00

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Invoice Number		Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
4226-NATHAN G STEINER			
	202828	SHOSHONE AVE BEAUTIFICATION	4,093.38
	202842	ANTELOPE VALLEY PLAYGROUND	13,971.64
		VENDOR TOTAL:	18,065.02
1958-PCA ENGINEERING INC			
	202830	IRRIGATION CENTRAL CONTROL PHA	719.20
	202833	ECHETA ROAD RECONSTRUCTION	3,825.00
	202843	ANTELOPE VALLEY ROAD MAINTENAN	625.00
	202848	2026 CHIP SEAL PROJECT	9,181.21
	202849	OAKCREST-KNOLLWOOD INTERSECTIO	485.00
	202851	ANNUAL CRACK SEALING PROJECT	672.50
		VENDOR TOTAL:	15,507.91
5064-RVE, INC			
	202829	DALBEY IMPROVEMENTS STUDY	5,640.00
		VENDOR TOTAL:	5,640.00
5212-SULABHA K. PATEL			
	202779	TEMPORARY CONSTRUCTION EASEMENT	640.00
		VENDOR TOTAL:	640.00
2363-WWC ENGINEERING			
	202835	SUTHERNLAND SUBDIVISION R & O	34,142.80
	202836	SUTHERNLAND SUBDIVISION R & O	5,337.50
	202839	FORCE ROAD R&O	3,587.50
	202840	FORCE ROAD R&O	2,100.00
	202852	OVERDALE/OREGON SURFACING PROJ	14,766.75
		VENDOR TOTAL:	59,934.55
2432-WYOMING DEPT OF TRANSPORTATION			
	202747	SINCLAIR EXTENSION	1,020.39
	202748	SINCLAIR EXTENSION	43.41
	202749	SINCLAIR EXTENSION	411.50
		VENDOR TOTAL:	1,475.30

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Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
	DIVISION TOTAL:	189,276.84
	DEPARTMENT TOTAL:	189,276.84
	FUND TOTAL:	189,276.84

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1684-DRM INC			
	202806	GRWSP PRIORITY V (AIRPORT/MEAN	408,105.60
		VENDOR TOTAL:	408,105.60
1866-FIRST NORTHERN BANK OF WYOMING			
	202807	GRWSP PRIORITY V (AIRPORT/MEAN	21,479.24
		VENDOR TOTAL:	21,479.24
1589-HOT IRON			
	202780	PAYMENT FOR HEATING BUILDINGS	769.34
	202808	GILLETTE REGIONAL WATER SUPPLY	69,714.80
		VENDOR TOTAL:	70,484.14
1312-MORRISON MAIERLE INC			
	202823	GRWSP - PH 5 DISTRICT EXT	24,870.26
	202825	GILLETTE REGIONAL WATER SUPPLY	2,787.00
		VENDOR TOTAL:	27,657.26
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	202640	REGIONAL WATER FIBER	6,202.50
		VENDOR TOTAL:	6,202.50
1779-SECURITY STATE BANK			
	202809	GILLETTE REGIONAL WATER SUPPLY	3,669.20
		VENDOR TOTAL:	3,669.20
		DIVISION TOTAL:	537,597.94
		DEPARTMENT TOTAL:	537,597.94
		FUND TOTAL:	537,597.94

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
2406-XEROX CORPORATION			
	202778	COPIER METER READ	43.95
		VENDOR TOTAL:	43.95
		DIVISION TOTAL:	43.95
		DEPARTMENT TOTAL:	43.95
		FUND TOTAL:	43.95

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Invoice Number		Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
1040-ALSCO			
202606		UNIFORM CLEANING	12.92
		VENDOR TOTAL:	12.92
		DIVISION TOTAL:	12.92
		DEPARTMENT TOTAL:	12.92
		FUND TOTAL:	12.92

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
4276-ALLMAX SOFTWARE INC			
	202627	TRAINING	1,487.50
		VENDOR TOTAL:	1,487.50
1381-CITY OF GILLETTE			
	202750	BULK CONSTRUCTION WATER	220.71
		VENDOR TOTAL:	220.71
1792-ENERGY LABORATORIES INC			
	202713	TESTING	34.50
	202714	TESTING	69.00
		VENDOR TOTAL:	103.50
1422-GILLETTE CONTRACTORS SUPPLY INC			
	202873	WATER * MILWAUKEE * BRANDON	765.72
		VENDOR TOTAL:	765.72
1450-HDR ENGINEERING INC			
	202822	PUMP STATION #1 UPGRADES - DES	33,077.32
		VENDOR TOTAL:	33,077.32
1592-KORTERRA INC			
	202795	LOCATE TICKET MANAGEMENT	2,216.14
		VENDOR TOTAL:	2,216.14
1511-NORCO INC			
	202629	NITROGEN	40.32
	202630	NITROGEN	40.32
	202707	BAND-AIDS	54.78
		VENDOR TOTAL:	135.42
2566-OFFICE OF STATE LANDS AND INVESTMENTS			
	202708	SPECIAL USE LEAS SU-00865 WATER SUPPLY SYSTEM	2,052.51
		VENDOR TOTAL:	2,052.51
3690-PRO WINDMILL INC			
	202628	PEST SPRAYING AT MADISON PUMP STATION	250.00
		VENDOR TOTAL:	250.00

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1802-SIMON CONTRACTORS			
	202704	ASPHALT ROCK AND ROAD BASE	1,645.93
	202705	ROAD BASE	1,294.79
	202706	ROAD BASE	871.88
		VENDOR TOTAL:	3,812.60
4164-STITCH LLC			
	202631	EMBROIDERY	15.00
		VENDOR TOTAL:	15.00
4406-TWIN PEAKS PUMP & SUPPLY, INC			
	202907	WATER * 30" MADISON ARV * COOPER	17,678.11
		VENDOR TOTAL:	17,678.11
2289-WESCO DISTRIBUTION INC			
	202912	WATER * SHELVING * BRANDON	1,571.00
	202913	WATER * HARD HAT * BRANDON	17.56
		VENDOR TOTAL:	1,588.56
		DIVISION TOTAL:	63,403.09
		DEPARTMENT TOTAL:	63,403.09
		FUND TOTAL:	63,403.09

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
202565	UE 18018 1102 STANLEY	0.66
202566	UE 39586 5017 MILTON	0.02
202568	UE 25478 1020 COUNTRY CLUB	80.15
202570	UE 3226 1803 GILLETTE	101.13
202571	UE 14438 102 BROOKS	14.93
202572	UE 32280 4510 RUNNING W	33.67
202573	UE 32428 4516 RUNNING W	89.54
202574	UE 18232 1000 CHURCH	81.23
202575	UE 9914 3339 GEORGIA	57.23
202576	UE 27236 1001 DESERT HILLS	2.04
202577	UE 35548 1042 COUNTRY CLUB	85.69
202578	UE 11324 805 MOUNTAIN VIEW	230.94
202579	UE 13316 907 HEMLOCK	124.33
202580	UE 24362 1801 WARLOW	18.04
202581	UE 31466 3708 BLUE	100.01
202582	UE 18964 1017 SANTEE	29.75
202583	UE 24608 1003 ORCHID	131.90
202584	UE 3038 430 PRAIRIEVIEW	175.64
202585	UE 25140 600 GARNER LAKE	59.27
202586	UE 34202 2121 BIG LOST	170.23
202587	UE 30524 904 9TH	41.75
202588	UE 1728 309 ROCKPILE	53.80
202589	UE 12878 3414 FOOTHILLS	185.06
202590	UE 19694 726 GURLEY	22.73
202591	UE 34768 3601 MIRANDA	181.42
202592	UE 16384 1300 ENERGY	367.58
202593	UE 11598 2400 FOOTHILLS	178.75

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	202594	UE 42432 3712 TANNER	108.42
	202598	UE 3858 405 LAUREL	804.32
		VENDOR TOTAL:	3,530.23
		DIVISION TOTAL:	3,530.23
		DEPARTMENT TOTAL:	3,530.23

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1447-ANIXTER POWER SOLUTIONS		
202743	SUPPLIES UNIT 19 & 241	1,013.00
202856	WINTER FR CLOTHING	162.00
202861	ELECTRICAL - ROLLIN	145.52
202862	ELECTRICAL - ROLLIN	96.38
202863	ELECTRICAL - ROLLIN	22.06
	VENDOR TOTAL:	1,438.96
1592-KORTERRA INC		
202795	LOCATE TICKET MANAGEMENT	2,216.16
	VENDOR TOTAL:	2,216.16
1264-MCM GENERAL CONTRACTORS		
202801	ANNUAL TRENCHING AND BORING AG	26,135.00
202802	ANNUAL TRENCHING AND BORING AG	2,836.50
202803	ANNUAL TRENCHING AND BORING AG	35,878.80
	VENDOR TOTAL:	64,850.30
2071-PROELECTRIC INC		
202796	ANNUAL MISCELLANEOUS ELECTRICAL	1,311.53
	VENDOR TOTAL:	1,311.53
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
202821	ELECTRICAL MAINTENANCE	2,743.96
	VENDOR TOTAL:	2,743.96
2198-STUART C. IRBY CO		
202798	RUBBER GOODS MAINTENANCE	593.40
202903	ELECTRICAL * KLEIN TOOL * ROLLIN	255.00
	VENDOR TOTAL:	848.40
2289-WESCO DISTRIBUTION INC		
202914	HUSKIE 6 TON INLINE CRIMPER	2,671.25
	VENDOR TOTAL:	2,671.25

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2296-WESTERN SERVICES LLC		
202744	PACIFIC STEEL FENCE RELOCATION	16,985.00
	VENDOR TOTAL:	16,985.00
	DIVISION TOTAL:	93,065.56
	DEPARTMENT TOTAL:	93,065.56
	FUND TOTAL:	96,595.79

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
202567	UE 21154 509 CHARLIE		75.51
202569	UE 21002 4301 POLLY		21.52
VENDOR TOTAL:			97.03
DIVISION TOTAL:			97.03
DEPARTMENT TOTAL:			97.03

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1040-ALSCO			
	202603	UNIFORM CLEANING	181.83
	202611	UNIFORM CLEANING	369.82
		VENDOR TOTAL:	551.65
1792-ENERGY LABORATORIES INC			
	202613	TESTING	105.60
	202618	TESTING	425.50
		VENDOR TOTAL:	531.10
4427-G & R CONTROLS INC			
	202615	REPLACE VALVE	340.00
	202619	BOILER SERVICE	15,705.00
		VENDOR TOTAL:	16,045.00
1999-HAWKINS INC			
	202614	CHEMICALS	8,573.40
		VENDOR TOTAL:	8,573.40
1450-HDR ENGINEERING INC			
	202824	WWTF HEADWORKS IMPROVEMENTS PR	10,497.50
		VENDOR TOTAL:	10,497.50
1589-HOT IRON			
	202919	BOXELDER LIFT STATION IMPROVEM	24,842.36
		VENDOR TOTAL:	24,842.36
1592-KORTERRA INC			
	202795	LOCATE TICKET MANAGEMENT	2,216.14
		VENDOR TOTAL:	2,216.14
1424-MUNICIPAL TREATMENT EQUIPMENT			
	202620	PARTS	258.21
		VENDOR TOTAL:	258.21
4140-NATIONAL TURBINE CORP			
	202890	ORIGINAL PO 2251329 * WASTEWATER * BLOWER * BRETT	31,248.78
		VENDOR TOTAL:	31,248.78

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
202621	HVAC REPAIRS		225.00
		VENDOR TOTAL:	225.00
3228-PROJECT WORKS LLC			
202899	WASTEWATER - JENIFER		2,227.94
		VENDOR TOTAL:	2,227.94
1779-SECURITY STATE BANK			
202920	BOXELDER LIFT STATION IMPROVEM		1,307.49
		VENDOR TOTAL:	1,307.49
5133-SLETTEN CONSTRUCTION OF WYOMING, INC			
202831	WWTP PH II CMAR		7,955.00
202832	WWTP PH II CMAR		4,860.00
		VENDOR TOTAL:	12,815.00
2171-TW ENTERPRISES INC			
202617	GENERATOR REPAIRS		1,695.50
		VENDOR TOTAL:	1,695.50
2263-WASTE CONNECTIONS OF WYOMING			
202616	JANUARY 2025 DUMP ROLLOFF		804.80
		VENDOR TOTAL:	804.80
2406-XEROX CORPORATION			
202623	DECEMBER 2025 METER USAGE		48.61
		VENDOR TOTAL:	48.61
		DIVISION TOTAL:	113,888.48
		DEPARTMENT TOTAL:	113,888.48
		FUND TOTAL:	113,985.51

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1040-ALSCO			
	202599	RUG CLEANING	68.64
	202601	RUG CLEANING	52.06
	202604	RUG CLEANING	68.64
		VENDOR TOTAL:	189.34
5204-CORBY SHIELDS			
	202735	CITY WEST HVAC REPAIRS	778.20
	202737	HEATED VEHICLE STORAGE UNIT HEATER PM'S	6,812.40
		VENDOR TOTAL:	7,590.60
1560-HLADKY CONSTRUCTION			
	202659	REMOVE VENTS FROM OLD WASH BAY ROOF	1,500.00
		VENDOR TOTAL:	1,500.00
1511-NORCO INC			
	202734	CUSTODIAL SUPPLIES	162.92
		VENDOR TOTAL:	162.92
		DIVISION TOTAL:	9,442.86
		DEPARTMENT TOTAL:	9,442.86
		FUND TOTAL:	9,442.86

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Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1447-ANIXTER POWER SOLUTIONS			
202855	ELECTRICAL INVENTORY		5,059.16
202858	ELECTRICAL INVENTORY		1,368.00
202860	ELECTRICAL WAREHOUSE INVENTORY		1,740.28
VENDOR TOTAL:			8,167.44
1197-BORDER STATES ELECTRIC			
202869	ELECTRICAL WAREHOUSE INVENTORY		397.00
202870	ELECTRICAL WAREHOUSE INVENTORY		76.50
202871	ELECTRICAL WAREHOUSE INVENTORY		58.96
202872	ELECTRICAL INVENTORY		120.40
VENDOR TOTAL:			652.86
1519-CRUM ELECTRIC SUPPLY COMPANY			
202878	ELECTRICAL INVENTORY		38.14
VENDOR TOTAL:			38.14
1911-GADES SALES COMPANY INC			
202884	TRAFFIC SAFETY		648.00
202885	TRAFFIC SAFETY		528.00
VENDOR TOTAL:			1,176.00
1422-GILLETTE CONTRACTORS SUPPLY INC			
202874	TRAFFIC SAFETY		34.62
VENDOR TOTAL:			34.62
1479-NEWMAN SIGNS INC			
202891	TRAFFIC SAFETY		1,904.59
VENDOR TOTAL:			1,904.59
2198-STUART C. IRBY CO			
202902	ELECTRICAL WAREHOUSE INVENTORY		165.60
202904	ELECTRICAL INVENTORY		1,193.00
VENDOR TOTAL:			1,358.60

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
4424-TMMI, LLC		
202905	ELECTRICAL WAREHOUSE INVENTORY	1,023.30
	VENDOR TOTAL:	1,023.30
2339-TRAFFIC SIGNAL CONTROLS INC		
202906	TRAFFIC SAFETY	3,393.00
	VENDOR TOTAL:	3,393.00
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
202909	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	51.65
202910	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	154.20
	VENDOR TOTAL:	205.85
2289-WESCO DISTRIBUTION INC		
202911	ELECTRICAL WAREHOUSE INVENTORY	600.00
	VENDOR TOTAL:	600.00
	DIVISION TOTAL:	18,554.40
	DEPARTMENT TOTAL:	18,554.40

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	202609	RUG CLEANING	33.18
	202612	RUG CLEANING	33.18
		VENDOR TOTAL:	66.36
2263-WASTE CONNECTIONS OF WYOMING			
	202712	WARLOW YARD TRASH	475.88
		VENDOR TOTAL:	475.88
		DIVISION TOTAL:	542.24
		DEPARTMENT TOTAL:	542.24
		FUND TOTAL:	19,096.64

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
3398-JACK'S TRUCK CENTER INC		
202883	VM INVENTORY	206.99
	VENDOR TOTAL:	206.99
4987-LAWSON PRODUCTS, INC.		
202889	VM INVENTORY	116.72
	VENDOR TOTAL:	116.72
5078-PARTSONE LLC		
202898	VM INVENTORY	17.18
	VENDOR TOTAL:	17.18
	DIVISION TOTAL:	340.89
	DEPARTMENT TOTAL:	340.89

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
202767	PARTS	19.69
	VENDOR TOTAL:	19.69
1328-ADVANCE AUTO PARTS		
202769	PARTS	15.57
202776	PARTS	12.29
	VENDOR TOTAL:	27.86
1040-ALSCO		
202608	UNIFORM CLEANING	141.07
202756	UNIFORM CLEANING	141.07
	VENDOR TOTAL:	282.14
1041-ALTEC INDUSTRIES INC		
202761	REPAIRS	470.34
	VENDOR TOTAL:	470.34
1171-BIGHORN HYDRAULICS INC		
202693	PARTS	11.00
202694	PARTS	67.55
	VENDOR TOTAL:	78.55
1178-BJ NELSON/NELSON AUTO GLASS		
202699	WINDSHIELD REPLACEMENT	1,031.36
	VENDOR TOTAL:	1,031.36
2594-BOMGAARS SUPPLY		
202768	PARTS	62.48
	VENDOR TOTAL:	62.48
4292-CAR-KNACK INC		
202762	RUNNING BOARDS	624.00
	VENDOR TOTAL:	624.00
2677-CENTRAL TRUCK & DIESEL INC		
202700	PARTS	256.89
	VENDOR TOTAL:	256.89

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1519-CRUM ELECTRIC SUPPLY COMPANY		
202673	PARTS	56.89
	VENDOR TOTAL:	56.89
4976-DANA SAFETY SUPPLY		
202757	PARTS	304.50
	VENDOR TOTAL:	304.50
1879-FORCE AMERICA INC		
202702	PARTS	126.04
	VENDOR TOTAL:	126.04
4985-GILLETTE STEEL CENTER		
202697	1/4" HARDOX PLATE	1,790.00
202698	PARTS	181.00
202770	1/4" HARDOX PLATE	220.54
	VENDOR TOTAL:	2,191.54
2645-GREINER MOTOR COMPANY		
202686	PARTS	264.45
202687	PARTS	324.25
202688	PARTS	246.33
	VENDOR TOTAL:	835.03
1575-HOMAX OIL		
202752	LEAKING BARREL REPLACEMENT	74.95
	VENDOR TOTAL:	74.95
3398-JACK'S TRUCK CENTER INC		
202689	PARTS	40.12
202690	PARTS	57.92
202691	PARTS	30.10
202692	PARTS	46.20
202772	PARTS	416.12
202773	PARTS	337.76

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3398-JACK'S TRUCK CENTER INC		
202774	PARTS	35.38
202775	PARTS	9.75
	VENDOR TOTAL:	973.35
5130-JENNER EQUIPMENT CO		
202763	PARTS	176.13
202764	PARTS	356.34
202765	PARTS	166.78
	VENDOR TOTAL:	699.25
1758-KAREN'S DELIVERY SERVICE		
202766	DELIVERIES FROM JENNER EQUIPMENT	58.00
	VENDOR TOTAL:	58.00
1511-NORCO INC		
202676	WELDING SUPPLIES	226.45
202759	CARBON DIOXIDE/ARGON	354.60
202760	PARTS	644.96
	VENDOR TOTAL:	1,226.01
5078-PARTSONE LLC		
202663	PARTS	20.43
202665	PARTS	33.95
202666	PARTS	9.40
202667	PARTS	16.95
202668	PARTS	23.80
	VENDOR TOTAL:	104.53
1976-STOTZ EQUIPMENT		
202696	PARTS	84.38
	VENDOR TOTAL:	84.38
2315-THUNDER BASIN FORD LLC		
202679	PARTS	657.57
202680	PARTS	2.93

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2315-THUNDER BASIN FORD LLC		
202751	REPAIRS	146.59
	VENDOR TOTAL:	807.09
4454-TORGERSON'S, LLC		
202669	PARTS	120.60
202670	PARTS	39.10
202671	RETURN PARTS	-110.50
202672	REPAIRS	6,230.95
202753	PARTS	549.50
202754	PARTS	107.80
	VENDOR TOTAL:	6,937.45
2289-WESCO DISTRIBUTION INC		
202703	PARTS	35.22
	VENDOR TOTAL:	35.22
2309-WHITE'S FRONTIER MOTORS		
202675	REP	2,652.23
202755	PARTS	567.80
	VENDOR TOTAL:	3,220.03
2385-WYOMING MACHINERY CO		
202674	PARTS	60.00
	VENDOR TOTAL:	60.00
	DIVISION TOTAL:	20,647.57
37-VEHICLE REPLACEMENT		
4987-LAWSON PRODUCTS, INC.		
202771	ELECTRICAL SPLICES	954.08
	VENDOR TOTAL:	954.08
1511-NORCO INC		
202758	JANUARY 2026 CYLINER RENT	43.71
	VENDOR TOTAL:	43.71

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
37-VEHICLE REPLACEMENT			
5078-PARTSONE LLC			
	202661	PARTS	493.72
	202662	PARTS	236.32
		VENDOR TOTAL:	730.04
		DIVISION TOTAL:	1,727.83
		DEPARTMENT TOTAL:	22,375.40
		FUND TOTAL:	22,716.29

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	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
4292-CAR-KNACK INC			
	202701	PARTS	410.00
		VENDOR TOTAL:	410.00
1264-MCM GENERAL CONTRACTORS			
	202800	ANNUAL TRENCHING AND BORING AG	500.00
		VENDOR TOTAL:	500.00
77777-MISC ONE TIME VENDOR			
	202854	SERVICE LINE REPAIR	2,154.67
		VENDOR TOTAL:	2,154.67
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	202638	VACTOR HOLES FOR SIGN & INSTALL ANCHORS	953.00
		VENDOR TOTAL:	953.00
2315-THUNDER BASIN FORD LLC			
	202678	PARTS	598.08
	202682	REPAIRS	97.75
		VENDOR TOTAL:	695.83
		DIVISION TOTAL:	4,713.50
		DEPARTMENT TOTAL:	4,713.50
		FUND TOTAL:	4,713.50
		GRAND TOTAL:	1,815,569.65

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
3379-BLACK HILLS ENERGY			
	202163	NATURAL GAS - 528 EXCHANGE AVE	152.59
		VENDOR TOTAL:	152.59
		DIVISION TOTAL:	152.59
45-ANIMAL SHELTER			
3379-BLACK HILLS ENERGY			
	202164	NATURAL GAS - 950 WARLOW-ANIMAL SHELTER	645.32
		VENDOR TOTAL:	645.32
		DIVISION TOTAL:	645.32
		DEPARTMENT TOTAL:	797.91

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-CITY HALL BUILDING MAINTENANCE			
3379-BLACK HILLS ENERGY			
	202165	NATURAL GAS - 950 W WARLOW DR	230.80
	202166	NATURAL GAS - 808 W WARLOW DR	428.38
	202167	NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS	3,977.11
		VENDOR TOTAL:	4,636.29
		DIVISION TOTAL:	4,636.29
51-PARKS			
3379-BLACK HILLS ENERGY			
	202168	NATURAL GAS - 2909 S DOUGLAS HWY	376.51
		VENDOR TOTAL:	376.51
		DIVISION TOTAL:	376.51
54-STREETS			
3379-BLACK HILLS ENERGY			
	202169	NATURAL GAS - 800 N BURMA AVE BLD 414	658.90
		VENDOR TOTAL:	658.90
		DIVISION TOTAL:	658.90
		DEPARTMENT TOTAL:	5,671.70

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
62-TRAFFIC SAFETY			
3379-BLACK HILLS ENERGY			
	202170	NATURAL GAS - 800 N BURMA AVE SHOP	113.26
		VENDOR TOTAL:	113.26
		DIVISION TOTAL:	113.26
		DEPARTMENT TOTAL:	113.26
		FUND TOTAL:	6,582.87

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1250-FIRST AMERICAN TITLE			
	202420	PURCHASE AND CLOSING COSTS - 801 CARLISLE ST	142,481.00
	202421	PURCHASE AND CLOSING COSTS - 604 EDWARDS STREET	79,292.00
		VENDOR TOTAL:	221,773.00
		DIVISION TOTAL:	221,773.00
		DEPARTMENT TOTAL:	221,773.00
		FUND TOTAL:	221,773.00

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
3379-BLACK HILLS ENERGY			
202167		NATURAL GAS - 201 E 5TH ST AND 3903 FOOTHILLS	197.89
202171		NATURAL GAS - 200 ROCK RD GEN	46.24
202172		NATURAL GAS - 816 W WARLOW DR	917.05
202179		NATURAL GAS - LAKEWAY, DOUD, EXCHANGE	336.06
		VENDOR TOTAL:	1,497.24
		DIVISION TOTAL:	1,497.24
77-SWIMMING POOL			
3379-BLACK HILLS ENERGY			
202173		NATURAL GAS - 909 S GILLETTE AVE	351.82
		VENDOR TOTAL:	351.82
		DIVISION TOTAL:	351.82
		DEPARTMENT TOTAL:	1,849.06
		FUND TOTAL:	1,849.06

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
3379-BLACK HILLS ENERGY			
	202174	NATURAL GAS - 940 W WARLOW DR	310.01
		VENDOR TOTAL:	310.01
		DIVISION TOTAL:	310.01
		DEPARTMENT TOTAL:	310.01
		FUND TOTAL:	310.01

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
3379-BLACK HILLS ENERGY			
202175		NATURAL GAS - 4520 UNIVERSITY RD	47.99
202176		NATURAL GAS - 1700 PLUM CREEK	37.36
202177		NATURAL GAS - 3101 S GARNER LAKE RD	14,023.84
202178		NATURAL GAS - 2881 S GARNER LAKE RD	45.51
202184		GAS LINE REPAIRS AND REPLACEMENT	28,420.85
		VENDOR TOTAL:	42,575.55
		DIVISION TOTAL:	42,575.55
		DEPARTMENT TOTAL:	42,575.55
		FUND TOTAL:	42,575.55

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Invoice Number		Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
3379-BLACK HILLS ENERGY			
202179		NATURAL GAS - LAKEWAY, DOUD, EXCHANGE	325.52
202180		NATURAL GAS - 611 N EXCHANGE AVE 22	2,295.67
202181		NATURAL GAS - 561 COMMERCIAL DR	1,219.13
202182		NATURAL GAS - 624 COMMERCIAL DR	5,372.16
		VENDOR TOTAL:	9,212.48
		DIVISION TOTAL:	9,212.48
		DEPARTMENT TOTAL:	9,212.48
		FUND TOTAL:	9,212.48

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
3379-BLACK HILLS ENERGY			
	202183	NATURAL GAS - 800 BURMA AVE	833.13
		VENDOR TOTAL:	833.13
		DIVISION TOTAL:	833.13
		DEPARTMENT TOTAL:	833.13
		FUND TOTAL:	833.13
		GRAND TOTAL:	283,136.10

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3244-TRAVIS RAISLEY			
	202563	RETAINAGE RELEASE	12,188.00
		VENDOR TOTAL:	12,188.00
		DIVISION TOTAL:	12,188.00
		DEPARTMENT TOTAL:	12,188.00
		FUND TOTAL:	12,188.00
		GRAND TOTAL:	12,188.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
5192-MILLENNIUM TRAILERS, INC.			
	202794	PD * COMMAND TRAILER * KELLY	63,708.92
		VENDOR TOTAL:	63,708.92
		DIVISION TOTAL:	63,708.92
		DEPARTMENT TOTAL:	63,708.92
		FUND TOTAL:	63,708.92
		GRAND TOTAL:	63,708.92

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Check Approval Date of 01/30/2026



Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
1349-CAMPBELL COUNTY HOSPITAL DISTRICT		
202273	JULY 2025 WELLNESS	2,170.00
202274	JULY 2025 WELLNESS	1,010.00
202275	AUGUST 2025 WELLNESS	1,945.00
202276	SEPTEMBER 2025 WELLNESS	1,480.00
202277	NOVEMBER 2025 WELLNESS	36,965.00
202279	DECEMBER 2025 WELLNESS	3,720.00
	VENDOR TOTAL:	47,290.00
2503-DELTA DENTAL OF WYOMING		
202280	DECEMBER 2025 ADMIN FEES AND CLAIMS	26,150.45
	VENDOR TOTAL:	26,150.45
1315-EMPLOYERS COUNCIL INC		
202283	MARCH 2026 - FEB 2027 CONSULTING MEMBERSHIP DUES	4,975.00
	VENDOR TOTAL:	4,975.00
1912-GALLAGHER BENEFIT SERVICES, INC		
202284	JANUARY - MARCH 2026 CONSULTING SERVICES	9,125.00
202285	JANUARY 2026 STD ADMIN FEES	186.25
	VENDOR TOTAL:	9,311.25
3687-OPTUM HEALTH FINANCIAL SERVICES		
202281	DECEMBER 2025 HSA MAINTENANCE FEE	209.00
202282	DECEMBER 2025 COBRA PARTICIPANT FEE	140.80
	VENDOR TOTAL:	349.80
	DIVISION TOTAL:	88,076.50
	DEPARTMENT TOTAL:	88,076.50
	FUND TOTAL:	88,076.50
	GRAND TOTAL:	88,076.50

Expenditure Approval Report

Check Approval Date of 01/31/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	202782	HRA/FAS DEDUCTION INVOICE	966.84
	202783	WEEKLY CLAIMS	322.00
	202784	WEEKLY CLAIMS	6,383.90
		VENDOR TOTAL:	7,672.74
		DIVISION TOTAL:	7,672.74
		DEPARTMENT TOTAL:	7,672.74
		FUND TOTAL:	7,672.74

Expenditure Approval Report

Check Approval Date of 01/31/2026



Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
202785	DRUG COSTS, CLAIMS, COTIVITI, CASH FLOW REG	60,985.07
	VENDOR TOTAL:	60,985.07
	DIVISION TOTAL:	60,985.07
	DEPARTMENT TOTAL:	60,985.07
	FUND TOTAL:	60,985.07
	GRAND TOTAL:	68,657.81

Expenditure Approval Report
Check Approval Date of 02/09/2026



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	202787	WEEKLY CLAIMS	2,566.29
	202788	HRA/FSA DEDUCTION INVOICE	966.84
		VENDOR TOTAL:	3,533.13
		DIVISION TOTAL:	3,533.13
		DEPARTMENT TOTAL:	3,533.13
		FUND TOTAL:	3,533.13

Expenditure Approval Report

Check Approval Date of 02/09/2026



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
202790		JANUARY 2026 SALES AND USE TAX	127,641.15
		VENDOR TOTAL:	127,641.15
		DIVISION TOTAL:	127,641.15
		DEPARTMENT TOTAL:	127,641.15

Expenditure Approval Report

Check Approval Date of 02/09/2026



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2697-BLACK HILLS WYOMING LLC			
	202786	FEBRUARY 2026 CTII GROUND LEASE	4,635.75
		VENDOR TOTAL:	4,635.75
2365-WYODAK RESOURCES DEVELOPMENT CORP			
	202789	FEBRUARY 2026 WYGEN III GROUND LEASE	46,710.43
		VENDOR TOTAL:	46,710.43
		DIVISION TOTAL:	51,346.18
		DEPARTMENT TOTAL:	51,346.18
		FUND TOTAL:	178,987.33

Expenditure Approval Report

Check Approval Date of 02/09/2026



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
202790		JANUARY 2026 SALES AND USE TAX	76.99
		VENDOR TOTAL:	76.99
		DIVISION TOTAL:	76.99
		DEPARTMENT TOTAL:	76.99
		FUND TOTAL:	76.99

Expenditure Approval Report

Check Approval Date of 02/09/2026



	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	202791	JANUARY 2026 ADMIN FEES AND STOP/LOSS	107,989.78
	202792	DRUG COSTS, CLAIMS, COTIVITI, CASH FLOW REG	63,916.70
		VENDOR TOTAL:	171,906.48
5051-HEALTHEQUITY, INC.			
	202793	FEBRUARY 2025 ADMIN FEES	227.50
		VENDOR TOTAL:	227.50
		DIVISION TOTAL:	172,133.98
		DEPARTMENT TOTAL:	172,133.98
		FUND TOTAL:	172,133.98
		GRAND TOTAL:	354,731.43



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Mayor Lundvall - \$304,812.64
Travel Reimbursement - \$38.03 - Governor's Resilience Forum
S & S Builders - \$51,891.83 - ECSC Bleacher Shelters
First National Bank - \$2,731.15 - ECSC Bleacher Shelters
S & S Builders - \$237,644.05 - Pump Station #1 Upgrades
First National Bank - \$12,507.58 - Pump Station #1 Upgrades

SUGGESTED ACTION:

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

CASE BACKGROUND:

Travel Reimbursement - \$38.03 - Governor's Resilience Forum
S & S Builders - \$51,891.83 - ECSC Bleacher Shelters
First National Bank - \$2,731.15 - ECSC Bleacher Shelters
S & S Builders - \$237,644.05 - Pump Station #1 Upgrades
First National Bank - \$12,507.58 - Pump Station #1 Upgrades

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Conflict Claims](#)

Expenditure Approval Report

Check Approval Date of 02/17/2026



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
55555-MISC EMPLOYEE VENDOR		
202781	TRAVEL REIMBURSEMENT	38.03
	VENDOR TOTAL:	38.03
	DIVISION TOTAL:	38.03
04-SPECIAL PROJECTS		
1864-FIRST NATIONAL BANK OF GILLETTE		
202816	ECSC BLEACHER SHELTERS * RETAI	2,731.15
	VENDOR TOTAL:	2,731.15
1493-S & S BUILDERS		
202815	ECSC BLEACHER SHELTERS	51,891.83
	VENDOR TOTAL:	51,891.83
	DIVISION TOTAL:	54,622.98
	DEPARTMENT TOTAL:	54,661.01
	FUND TOTAL:	54,661.01

Expenditure Approval Report

Check Approval Date of 02/17/2026



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1864-FIRST NATIONAL BANK OF GILLETTE		
202805	PUMP STATION #1 UPGRADES (RETA	12,507.58
	VENDOR TOTAL:	12,507.58
1493-S & S BUILDERS		
202804	PUMP STATION #1 UPGRADES	237,644.05
	VENDOR TOTAL:	237,644.05
	DIVISION TOTAL:	250,151.63
	DEPARTMENT TOTAL:	250,151.63
	FUND TOTAL:	250,151.63
	GRAND TOTAL:	304,812.64



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

FY26 CIP Review

STAFF REFERENCE:

Michelle Henderson, Finance Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Proforma Presentation

STAFF REFERENCE:

Michelle Henderson, Finance Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration for an Acceptance of Public Improvements for the Enzi Practice Fields Improvements Project, Installed by Powder River Construction, Inc., in the Amount of \$1,866,859.94.

SUGGESTED ACTION:

I move for Approval of the Acceptance of Public Improvements for the Enzi Practice Fields Improvements Project, installed by Powder River Construction, Inc., in the Amount of \$1,866,859.94.

PROJECT NUMBER:

24EN27

CASE BACKGROUND:

BACKGROUND: The Enzi Practice Field Improvements Project provided a major renovation and update to the existing baseball fields along Enzi Drive south of the Campbell County Recreation Center. Improvements included the following: removal and replacement of the existing infield material, installation of field irrigation and related appurtenances, fencing of all four fields, a gravel pathway to the intersection of Enzi and Shoshone Ave, regrading and redressing of the existing parking lot and a new storage shed for the Parks Division equipment.

WHEN CONSTRUCTED: The existing fields and gravel parking lot were first constructed in the summer of 2011 and provided backstops, bases and aggregate infields.

WHY NEEDED: The fields deteriorated significantly over the last several years and required more intense and frequent maintenance. High levels of use by community sports organizations and the public contributed to the wear-and-tear and general maintenance load. To meet the public use demand, as well as provide a more maintainable facility, the City of Gillette engaged PCA Engineering and Powder River Construction to design and construct a complete renovation of all four (4) fields at this facility. Improvements also included a 20 x 30 foot cold storage building that will provide a secure on-site location to store maintenance equipment and materials; such as mowers, infield groomers, infield material, tools, etc., greatly improving maintenance efficiency and eliminating equipment and material mobilization time.

COST: The project was awarded with a cost of \$1,891,308.50. One change order was completed to reconcile quantities with a savings of \$24,448.56. This resulted in a final project cost of \$1,866,859.94.

ADDITIONAL CONSIDERATIONS: Conduit and an electrical cabinet were provided to various locations throughout the facility to allow for future implementation of field lighting, if wanted at a later date. To allow for the fullest possible establishment of the outfield grass, it is anticipated that the fields will be playable by the end of May of this year.

ACTUAL COST VS BUDGET:

Actual; \$1,866,859.94: Budget: \$2,100,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Affidavit on Behalf of Contractor](#)
[Certificate of Final Completion](#)
[Certificate of Substantial Completion](#)
[Warranty](#)
[Project Area Map](#)

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: WyomingCITY: GilletteCOUNTY: CampbellDATE: February 2, 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 Powder River Construction, Inc. the Contractor, dated November 5, 2024.

for the Enzi Practice Fields Improvements 24EN27
Project

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

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

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

Powder River Construction, Inc.
Contractor
4001 Collins Rd E
Address
Gillette
City
WY
State
82718
Zip Code

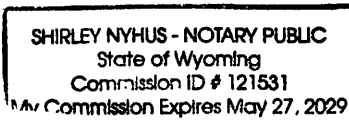
Date

Zach Fries
Signed by
Estimator
Title

Subscribed and sworn to before me this 2nd day of February, 2026

Shirley Nyhus
Notary Public

My Commission Expires: 5.27.29



CITY OF GILLETTE CERTIFICATE OF FINAL COMPLETION

Project Name: Enzi Practice Field Improvements

Project No.: 24EN27

Date of Contract: November 5, 2024

Owner: City of Gillette

Contractor: Powder River Construction, Inc.

Engineer: PCA Engineering Inc.

This Certificate of Final Completion applies to:

X All Work under the Contract Documents:

 The following specified portions:

January 28, 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 2nd day of February, 2026

Powder River Construction, Inc.

CONTRACTOR (COMPANY NAME)

Zach Fier Estimator
SIGNATURE (TITLE)

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Enzi Practice Field Improvements

Project No.: 24EN27

Owner: City of Gillette

Date of Contract: November 5, 2024

Contractor: Powder River Construction Inc.

This Certificate of Substantial Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

January 28, 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 Date of Substantial Completion of the Project or portion thereof designated above is hereby declared except as stated below.

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

 Amended Responsibilities
 X Not Amended

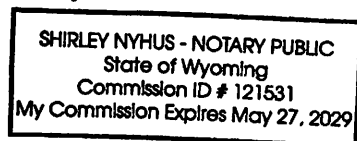
Owner’s Amended Responsibilities:

Contractor’s Amended Responsibilities:

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Zach Field
this 2nd day of February, 2026

Witness my hand and official seal



Shirley Nyhus
Notary Public

My commission Expires:

CITY OF GILLETTE

(Name), Mayor

Date _____

(S E A L)
ATTEST:

(Name), City Clerk

WARRANTY (Contractor)

Powder River Construction, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Enzi Practice Field Improvements (24EN27) FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of General Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for Enzi Practice Field Improvements (24EN27).

DATED this 2nd day of February, 2020.

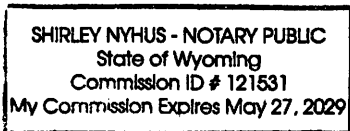
Powder River Construction, Inc.
CONTRACTOR (COMPANY NAME)

Zach Field Estimator
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Zach Field,
this 2nd day of February, 2020.

Witness my hand and official seal



Shirley Nyhus
Notary Public

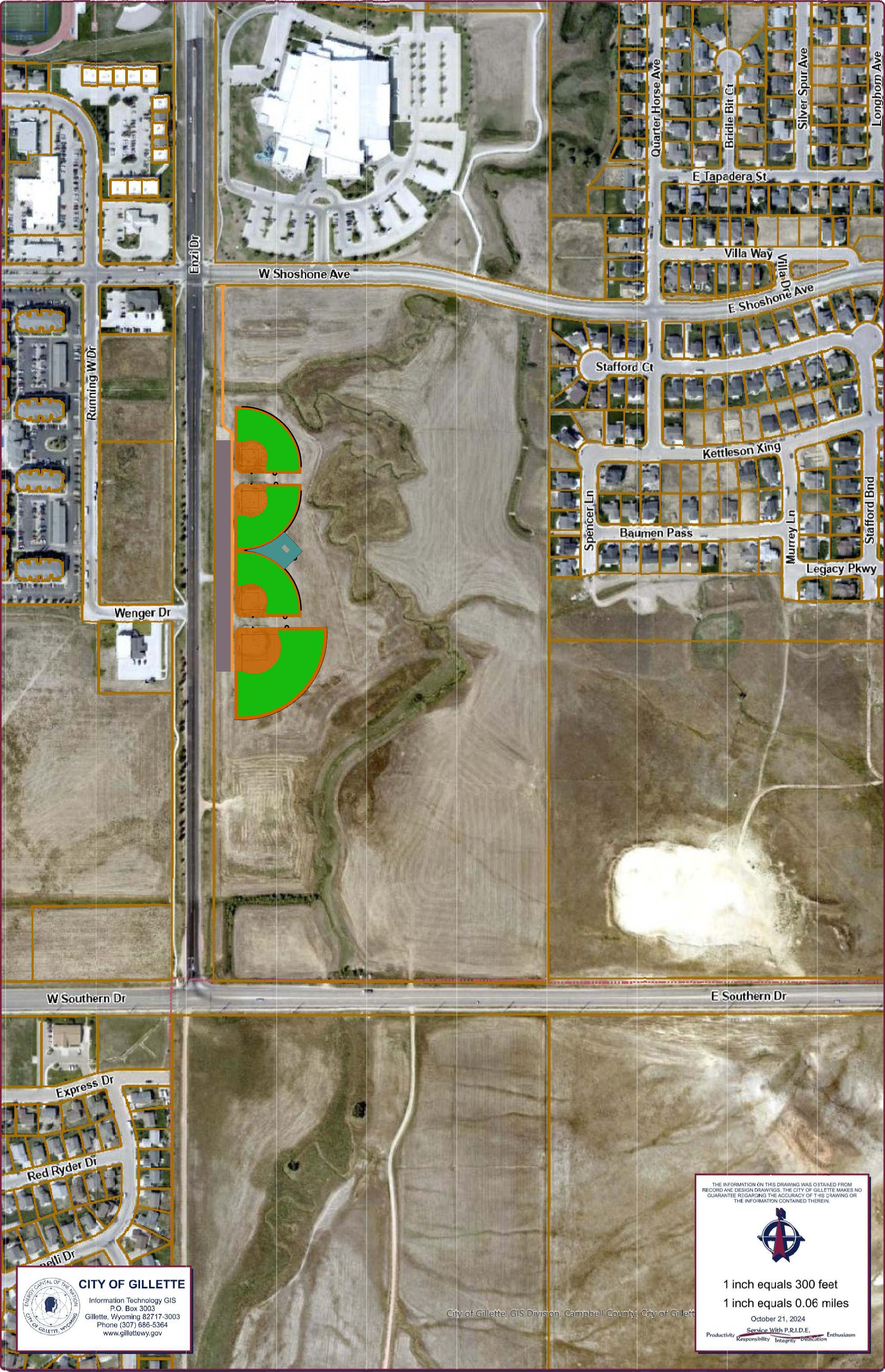
My commission Expires:

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK





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

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



1 inch equals 300 feet
1 inch equals 0.06 miles

October 21, 2024

Service With P.R.I.D.E.
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**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration of a Bid Award for the Echeta Road Reconstruction Project to Hot Iron Inc, in the Amount of \$5,359,737.66 (1% Project).

SUGGESTED ACTION:

I Move to Approve a Bid Award for the Echeta Road Reconstruction Project to Hot Iron Inc, in the Amount of \$5,359,737.66 (1% Project).

PROJECT NUMBER:

25EN03

CASE BACKGROUND:

This project will reconstruct Echeta Road from Hwy 14/16 to Burma Avenue (see attached map). The project will include the replacement of an aged and deteriorated 12" ductile iron watermain and appurtenances that were installed in the mid 1970s era. Further, it will include installing a new sewer main by combining two existing 15" sewer mains into one 21" PVC sewer main. A sewer main installed in 1982 is located in the Burlington Northern right of way; the other sewer main was installed in the 1970s in the Echeta Road right-of-way and is vitrified clay pipe (VCP). Some major sags in connecting sewer lines from the south of the project limits will also be alleviated with the project. The roadway is also in need of major repairs and will be fully reconstructed in concrete. The project will replace concrete surfacing, curb, gutter, sidewalks and all intersections for connecting streets and approaches. Bid Alternate 1 allows for the connection of the existing sanitary sewer to the new sewer main. Bid Alternate 2 allows for the full replacement of the existing sewer main under Highway 14/16, which includes a bore under the highway.

Five regular and responsive bids were submitted as shown in the table below.

Bidder	Bid Option	Bid Amount	**Wyoming 5% Preference
Halme**	Total Base Bid + Alt 1	\$5,282,461.10	\$5,546,584.16
	Total Base Bid + Alt 2	\$5,740,507.40	\$6,027,532.77

Hot Iron, Inc	Total Base Bid + Alt 1	\$5,359,737.66	
	Total Base Bid + Alt 2	\$5,841,009.16	
PRC	Total Base Bid + Alt 1	\$5,693,914.86	
	Total Base Bid + Alt 2	\$6,142,736.86	
LJS Concrete	Total Base Bid + Alt 1	\$5,900,185.75	
	Total Base Bid + Alt 2	\$6,341,042.75	
Concrete Works of Colorado**	Total Base Bid + Alt 1	\$13,090,213.75	\$13,744,724.44
	Total Base Bid + Alt 2	\$13,831,541.25	\$14,523,118.31
Engineer's Estimate	Total Base Bid + Alt 1	\$4,477,489.05	
	Total Base Bid + Alt 2	\$4,771,755.90	

**Due to Wyoming preference laws, 5% was added to the out of state bidder's bid.

With the exception of Concrete Works of Colorado, all bids fell within a narrow range. In examining the similar bids, differences were noted in the unit cost line items to abandon old sewer line, remove concrete, install waterline, prepare sub-grade material.

SCHEDULE: It is anticipated construction will begin in the spring of 2026 and will be complete in fall of 2027.

FUNDING: Funding for this project has been proposed from the 1% fund in the amount of \$5,750,000 to cover all construction, railroad inspection and construction administration costs. With the city budgeting the dollar amount of the engineers estimate (\$4.6 million in FY26), additional monies are needed to fully fund the award of this project. The proposed \$5,750,000 funding breakdown is as follows:

\$4.6 million allocated in FY 2026.

\$1,150,000 from savings and moving out two current projects by reallocating funds in future years within the CIP.

The \$1,150,000 funding shortfall would be re-allocated as follows:

\$700,000 from the Butler Spaeth/6th St sanitary sewer project. Re-allocating funds for construction due to easement negotiations in the future.

\$125,000 from the Fishing Lake Dredging design project. Re-allocating funds for the design and funding options in the future.

\$325,000 in savings from recently bid or completed projects. These projects include the Shoshone Beautification Ph I project (\$100,000), Small Patch rehabilitation project (\$100,000), Ironhorse Subdivision Improvements project (\$50,000) and Fox Park Water Sample Station project (\$75,000).

Staff believes this project is justified as being a priority project for awarding the project based on the following additional reasons:

Railroad permitting - The approved railroad permit to complete the work in railroad right of way is only good for one year.

Replacing both water and sewer mains - The ductile iron water main and vitrified sewer main have outlived their serviceable life and have the potential risk of high maintenance cost due to water main breaks and cleaning two sewer mains.

Rebidding options - Breaking this project up into phases or rebidding the overall project does not appear to make bidding any cheaper to construct in the future due to inflation and multiple competitive bids.

Number of bids - This project had a good number of bids (four) that were competitive and consistent. Getting this project completed will also help with operational efficiency, risk mitigation and cost effectiveness for the water and sewer systems while also improving the surfacing pavement condition index (PCI). This overall project addresses many needs for multiple maintenance divisions.

ACTUAL COST VS BUDGET:

Actual Construction Cost: \$5,359,737,.66; Construction Budget: \$5,450,000

STAFF REFERENCE:

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

ATTACHMENTS:

[Project Area Map](#)

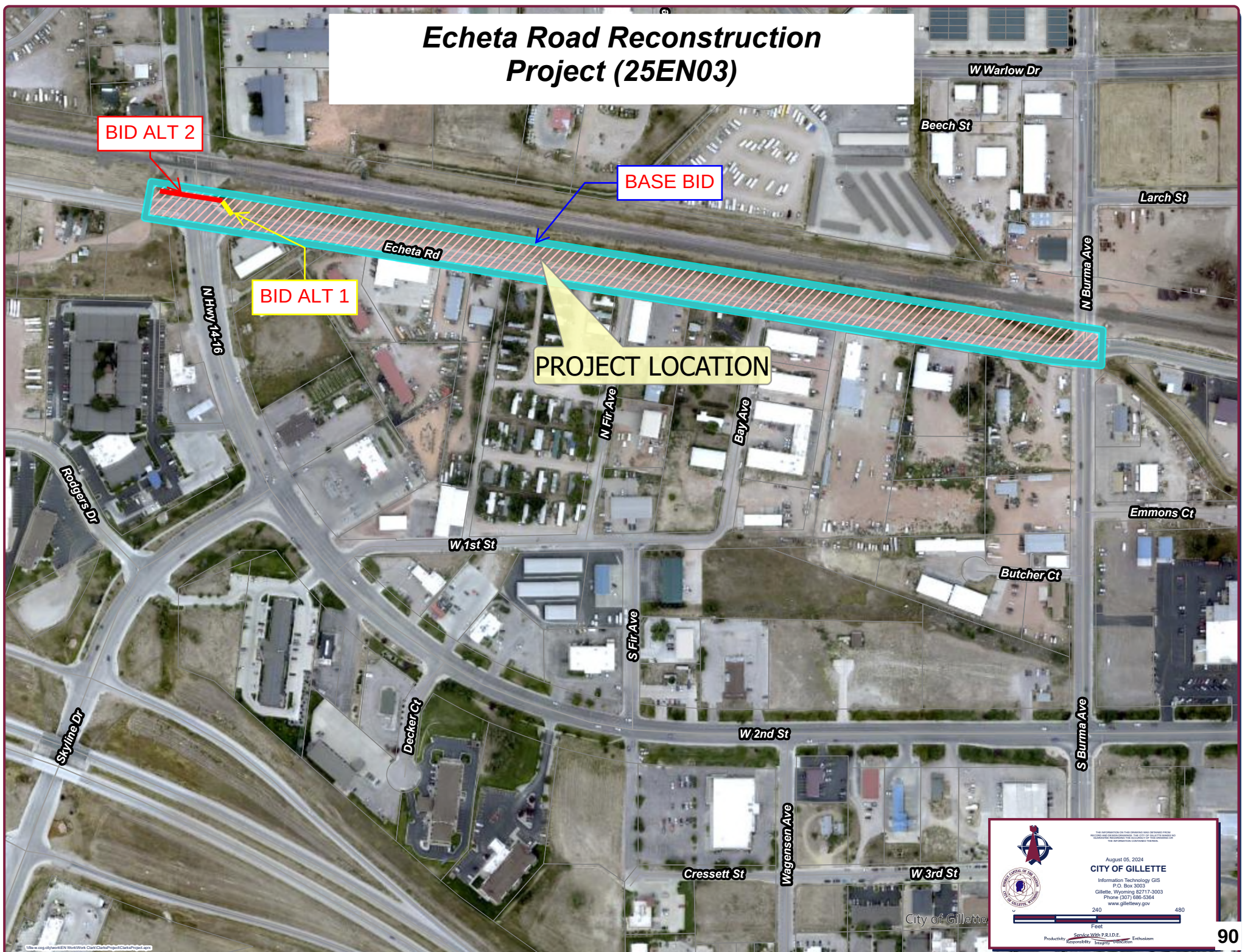
Echeta Road Reconstruction Project (25EN03)

BID ALT 2

BASE BID

BID ALT 1

PROJECT LOCATION



August 05, 2024
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone: (307) 686-5364
www.gillettewy.gov

240 480
Feet

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Responsibility Integrity Collaboration



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration for a Bid Award for the Shoshone Ave Beautification: Phase 1 Project, to G & G Landscaping, Inc., in the Amount of \$388,264.95 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Bid Award for the Shoshone Ave Beautification: Phase 1 Project, to G & G Landscaping, Inc., in the Amount of \$388,264.95 (1% Project).

PROJECT NUMBER:

24EN19

CASE BACKGROUND:

BACKGROUND: The Shoshone Ave Beautification Project will provide a complete overhaul of the existing streetscaping and associated irrigation system along Shoshone Avenue from Enzi Drive to Tate Avenue in the RC Ranch Subdivision. Phase 1, which is from Enzi Drive to Heart X Ave, will consist of the reconstruction of the streetscape, which will eliminate the existing conditions in favor of select areas, including boulevard trees, irrigated turf boulevards between the street and sidewalk, a concrete mow strip, and an overhaul of the planted medians to reduce maintenance loads on the Parks Division.

WHY NEEDED: The existing streetscape consists primarily of extended lengths of shrub and perennial beds irrigated with subsurface drip lines as well as extended lengths of river rock. These existing conditions represent an extreme maintenance load on the Parks Division and cannot be reasonably maintained to an acceptable level.

BIDDING: This project was advertised on from January 6th thru January 20th. The City of Gillette received four (4) regular and responsive bids for this project which are summarized below in low bidder order:

Bidder	Base Bid	Add/Alt #1 (Concrete Sidewalk Repairs and Replacements)	Total Bid
G & G Landscaping, Inc.	\$369,136.95	\$19,128.00	\$388,264.95
Connely's Scenic Landscaping & Nursery	\$438,327.25	\$16,704.00	\$455,031.25
Gunboat Services LLC	\$442,124.90	\$16,588.00	\$458,712.90
Chalk Buttes Landscaping, Inc.	\$506,632.68	\$18,073.40	\$524,706.08
<i>Architect's Estimate (Steiner Thuesen, PLLC)</i>	<i>\$400,651.80</i>	<i>\$23,104.08</i>	<i>\$423,755.88</i>

One bid was rejected as irregular due to use of an incorrect bid form and containing irreconcilable arithmetic errors. Rejection of this bid did not change low bidder.

FUNDING: This project is fully funded via the Optional 1% Sales Tax Fund in the amount of \$500,000.

ANTICIPATED SCHEDULE: Work is anticipated to begin this spring and is anticipated to be completed in fall 2026.

ACTUAL COST VS BUDGET:

Actual: \$388,264.95; Budgeted: \$500,000.00

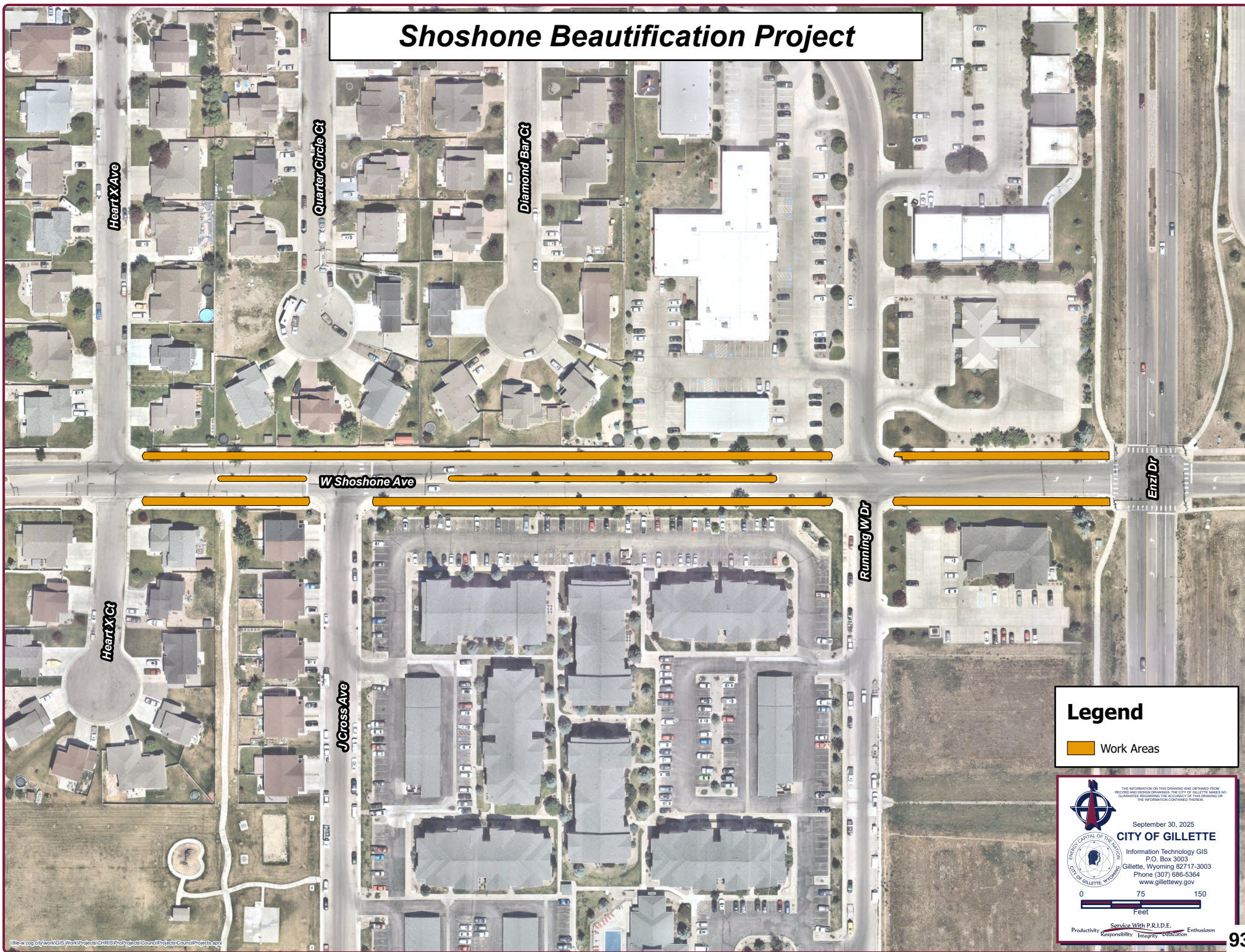
STAFF REFERENCE:

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

ATTACHMENTS:

[Project Area Map](#)

Shoshone Beautification Project



Legend

 Work Areas



September 30, 2025
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration for a Professional Services Agreement Related to the Dalbey Memorial Park #7: Restroom Improvements Project with Morrison-Maierle, Inc. in the Amount of \$124,500.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement Related to the Dalbey Memorial Park #7: Restroom Improvements Project with Morrison-Maierle, Inc. in the Amount of \$124,500.00 (1% Project).

PROJECT NUMBER:

26EN11

CASE BACKGROUND:

BACKGROUND: The Dalbey Memorial Park Restroom Renovations Project relates to the implementation of recommendations associated with the Dalbey Memorial Park Improvements Study. During the public outreach and input process, replacement of the existing restroom facility on the north side of the Dalbey Fishing Lake was identified as a major priority. This will include a complete demolition of two (2) existing restroom facilities located within the park boundaries. One of these facilities is currently operational and is centrally located in the northern section of the park. The second facility is a non-operative “composting” restroom facility, which has been out of service for the last twelve years. Both facilities will be demolished and their respective footprints reclaimed in a manner consistent with the park setting. The project will then construct a single new restroom facility, associated parking, and other related site amenities in a centrally located location on the north side of the Fishing Lake (see attached Project Area Map).

WHY NEEDED: The existing facility does not meet current accessibility standards and has exceeded its reasonable service life. The improved facility will provide separated parking, improved accessibility, and increased service capacity.

FUNDING: A total budget of \$900,000.00 is allocated for this project. This project is partially funded

through a Land and Water Conservation Fund grant in the amount of \$450,000 secured by the City of Gillette as a 50/50 cost share for the project costs. The remaining match of \$450,000 is allocated in the Optional 1% Sales Tax Fund.

PROCUREMENT PROCESS: A Request for Proposals for Design, Bidding and Construction Management Services was publicly advertised between December 9th, 2025 and January 17th, 2026. The City of Gillette received two (2) responsive and responsible proposals at 4:00 PM on January 17th, 2026 which are summarized below:

Responding Firm	Proposed Total Cost not to Exceed
Morrison-Maierle	\$124,500.00
Shutz Foss Architects	\$154,147.00

A third proposal was received but did not meet the minimum submittal requirements due to missing paperwork related to the Federal LWCF grant funding and was rejected as irresponsible.

ANTICIPATED SCHEDULE: Design development services related to this request are anticipated to begin right away and will be completed by fall of 2026. Construction is anticipated to occur over the 2027 construction season.

ACTUAL COST VS BUDGET:

Anticipated: \$124,500.00; Budgeted: \$900,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Agreement](#)

[Project Area Map](#)



**Agreement Between Owner and Engineer
for
Dalbey Memorial Park #7: Restroom Improvements
Design, Bid, and CM/CA
26EN11**

Owner

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

Engineer

*Morrison-Maierle, Inc.
2200 Foothills Blvd.
Suite A
Gillette, WY 82716*

Fee Summary (*Add or Remove Rows as Needed*)

Total Contract:	\$ 124,500.00



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

THIS IS AN AGREEMENT effective as of February 17, 2026 ("Effective Date") between
City of Gillette ("Owner") and
Morrison-Maierle, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
26EN11-Dalbey Memorial Park #7: Restroom Improvements ("Project").

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

Engineer's services under this Agreement are generally identified as follows: Design, Bid, and CA/CM 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:

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1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

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

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
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customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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- 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.

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- 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 Law*¹

- 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.

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.

¹ See Special Provision #1

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 ~~*Indemnification and Mutual Waiver*~~

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

6.11 *Indemnification by Engineer*²

- 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.
- 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

² See Special Provision #2

³ See Special Provision #3

⁴ See Special Provision #4

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.
- 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

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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:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the

Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Not Used.
- G. Exhibit G, Insurance.
- H. Exhibit H, LWCF Miscellaneous Certifications and Clauses Incorporated by Reference.
- 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;
 - 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: [Shay Lundvall]

Title: [Mayor]

Date Signed: _____

Attest: _____

Address for Owner's receipt of notices:

[201 E. 5th Street
Gillette, WY 82716]

Designated Representative (Paragraph 8.03.A):

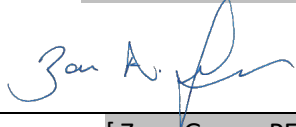
[Tobias Fiske, CAPM]

Title: [Project Manager]

Phone Number: [307-686-5265]

E-Mail Address: [tobyf@gillettewy.gov]

Engineer: [Morrison-Maierle, Inc.]

By: 

Print name: [Zane Green, PE]

Title: [Vice President]

Date Signed: [1/29/2026]

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

[12927]

State of: [Wyoming]

Address for Engineer's receipt of notices:

[2200 Foothills Blvd., Suite A
Gillette, WY 82716]

Designated Representative (Paragraph 8.03.A):

[Zane Green, PE]

Title: [Vice President]

Phone Number: [307-687-1812]

E-Mail Address: [zgreen@m-m.net]

This is **EXHIBIT A**, consisting of [18] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [02/17/2026].

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 ~~Study and Report Phase~~

A. ~~Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - ~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] **[List the specific potential solutions here.]**~~
 - ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
- ~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
- ~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
- ~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

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- ~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~
- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables:
[] **[List any such tasks or deliverables here.]**~~

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- ~~15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
 - ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~
- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

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5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Provide Geotechnical Services
 - 1) Geotechnical Investigations of the project will be completed under the guidance of the Engineer to include preliminary proctors, subsurface drill holes, groundwater documentation, bearing pressure calculations for foundation design, and other documentation required for the construction of a restroom.
 - b. Provide 30% level Project Plans (Often Referred to as Schematic Design). This includes:
 - 1) Restrooms (2) Demo Sheet
 - 2) Restroom Building Location
 - 3) General Site Design
 - 4) Survey Data
 - 5) Recommended Easements
 - 6) Evaluation of Necessary Permits
 - 7) 30% Engineers Opinion of Probable Costs

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10. Furnish [1 electronic] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [60] days of authorization to proceed with this phase, and review them with Owner. Within [60] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [1 electronic] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [21] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

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6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. Provide 90% level Project Manual and Plan Set. This includes:
 - 1) Final Restroom location
 - 2) Landscape Architect Plans
 - 3) Site Civil Plans
 - 4) Geotechnical Investigations
 - 5) Final Easements
 - 6) Necessary Permits
 - 7) 90% Engineer's Opinion of Probable Construction Costs
 10. Furnish for review by Owner, its legal counsel, and other advisors, [1 electronic] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [14] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [21] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [1 electronic] final copies of such documents to Owner within [14] days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

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- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement

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documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - a. Manage the Bidding Process, including:
 - 1) Furnish five (5) hard copies and an electronic copy of Bidding Documents
 - 2) Run Pre-Bid Meeting
 - 3) Answer Bidder's Questions
 - 4) Issue any necessary addenda
 - 5) Attend Bid Opening
 - 6) Review and Recommend Bids for Recommendation of Award

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

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2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Reserved.*
4. *Pre-Construction Conference:* Conduct a pre-construction conference prior to commencement of Work at the Site. Provide meeting minutes to all conference attendees.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional

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judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract

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Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Proposals, Change Orders and Work Change Directives:* Recommend Change Proposals, Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such

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- inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this

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Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: **[NONE]** *[List any such tasks or deliverables here.]*
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

Exhibit A – Engineer's Services

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26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
[NONE] [List any such tasks or deliverables here.]
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

Exhibit A – Engineer's Services

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

Exhibit A – Engineer's Services

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- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 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.

Exhibit A – Engineer's Services

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17. Reserved.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Reserved.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Reserved.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
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

Exhibit A – Engineer's Services

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request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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 [02/17/2026].

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.

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] *[List any other Owner responsibilities here.]*

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [02/17/2026].

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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) – Lump Sum 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. A Lump Sum amount of \$[124,500.00] based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$[0.00]
 - b. Preliminary Design Phase \$[15,000.00]
 - c. Final Design Phase \$[59,400.00]
 - d. Bidding and Negotiating Phase \$[5,500.00]
 - e. Construction Phase \$[44,600.00]
 - f. Post-Construction Phase \$[0.00]
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [NONE] **[List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.]**

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [12] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

COMPENSATION PACKET RPR-1:

Resident Project Representative – Lump Sum

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

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of \$[16,800.00]. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.
2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): [NONE] ***[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***
3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on part-time RPR services on an two-hour workday Monday through Friday over a [60] working day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

COMPENSATION PACKET AS-1:

Additional Services – Standard Hourly Rates

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.1].
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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

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

This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [02/17/2026].

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:

EQUIPMENT RATES

<u>Company Vehicle: highway miles - Pickups</u>	<u>\$.985/mile</u>
<u>highway miles – Medium SUV</u>	<u>\$.839/mile</u>
<u>highway miles - Small SUV</u>	<u>\$.685/mile</u>
<u>highway miles - Sedan</u>	<u>\$.664/mile</u>
<u>on-site mileage</u>	<u>\$.664/mile plus \$5.00/hour</u>
<u>Private Vehicle</u>	<u>\$.725/mile</u>
<u>ATV</u>	<u>\$50.00/day</u>
<u>UTV</u>	<u>\$100.00/day</u>
<u>Survey-Grade GNSS (1 Receiver)</u>	<u>\$120.00/day</u>
<u>Survey-Grade GNSS (2 Receivers)</u>	<u>\$30.00/hour, \$240.00/day</u>
<u>Resource-Grade (GIS) GNSS Receivers</u>	<u>\$65.00/day</u>
<u>Hovermap LiDAR Scanner</u>	<u>\$50.00/hour, \$400.00/day</u>
<u>Robotic Total Station</u>	<u>\$30.00/hour, \$240.00/day</u>
<u>Total Station</u>	<u>\$80.00/day</u>
<u>Trimble SX10 Scanning Total Station</u>	<u>\$40.00/hour, \$300.00/day</u>
<u>Trimble SX12 Scanning Total Station</u>	<u>\$40.00/hour, \$300.00/day</u>
<u>FARO Focus 3D Laser Scanner</u>	<u>\$50.00/hour, \$400.00/day</u>
<u>Hydrolite – TM Echosounder Kit</u>	<u>\$100.00/day</u>
<u>Raft-Hydro-Bathy Surveys</u>	<u>\$100.00/day</u>
<u>sUAS Survey Drone</u>	<u>\$50.00/hour, \$400.00/day</u>
<u>Nuclear Density Meter</u>	<u>\$15.00/hour, \$50.00/day, \$200.00/week</u>
<u>Airflow Balancing Hood</u>	<u>\$75.00/day</u>
<u>Core Drill</u>	<u>\$10.00/hole</u>
<u>Digital Level</u>	<u>\$50.00/day</u>
<u>Hammer Drill</u>	<u>\$30.00/day</u>

HYDROLOGICAL EQUIPMENT

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

PRINTING EXPENSES

<u>Black & White Copies</u>	<u>\$.10/8.5X11, \$.13/8.5x14, \$.20/11x17</u>
<u>Color Copies</u>	<u>\$.20/8.5X11, \$.20/8.5x14, \$.40/11x17</u>
<u>Binding</u>	<u>\$.25/each</u>
<u>Lamination</u>	<u>\$1.00/each</u>
<u>Oversize Print Black & White</u>	<u>\$5.00/each</u>
<u>Oversize Print Color</u>	<u>\$6.00/each</u>
<u>Print & Basic Mount</u>	<u>\$12.00/each</u>
<u>Print & Machine Mount</u>	<u>\$20.00/each</u>
<u>Print, Machine & Laminate White Board</u>	<u>\$32.00/each</u>

MISCELLANEOUS EXPENSE

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

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

This is **Appendix 2 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [02/17/2026].

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

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

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

		Standard Rate	Overtime Rate
Administration	Administrative Coordinator	100.00	150.00
	Grant Manager	125.00	125.00
	Graphic Designer	125.00	125.00
	Project Coordinator	110.00	165.00
	Safety Administrator	160.00	160.00
	Technical Intern	88.00	132.00
Designer and Technician	Senior ICT Designer	255.00	255.00
	Senior Engineering Designer	190.00	190.00
	Engineering Designer	130.00	130.00
	CAD Designer III	180.00	180.00
	CAD Designer II	149.00	149.00
	CAD Designer I	136.00	204.00
	CAD Tech III	133.00	199.50
	CAD Tech II	115.00	172.50
	CAD Tech I	104.00	156.00
Distribution	Senior Distribution Designer	255.00	255.00
Engineer	Supervising Engineer V	305.00	305.00
	Supervising Engineer IV	297.00	297.00
	Supervising Engineer III	270.00	270.00
	Supervising Engineer II	260.00	260.00
	Supervising Engineer I	245.00	245.00
	Senior Engineer II	230.00	230.00
	Senior Engineer I	205.00	205.00
	Design Engineer II	194.00	194.00
	Design Engineer I	174.00	174.00
	Engineer Intern II	145.00	145.00
	Engineer Intern I	130.00	130.00
Planner	Supervising Senior Planner	241.00	241.00
	Senior Planner	212.00	212.00
	Planner III	162.00	162.00
	Planner II	148.00	148.00
	Planner I	130.00	130.00
Resident Project Representative	Senior Resident Project Representative	196.00	196.00
	Resident Project Representative II	180.00	180.00
	Resident Project Representative I	143.00	214.50
Scientist	Supervising Geologist	284.00	284.00
	Senior Geologist	238.00	238.00
	Geologist III	212.00	212.00
	Geologist II	172.00	172.00
	Geologist I	147.00	147.00
	Environmental Scientist III	197.00	197.00
	Environmental Scientist II	149.00	149.00
	Environmental Scientist I	129.00	129.00
Surveyor	Survey Group Leader	243.00	243.00
	Survey Group Office Leader II	184.00	184.00
	Survey Group Office Leader I	174.00	174.00
	Land Surveyor IV	177.00	177.00
	Land Surveyor III	168.00	168.00
	Land Surveyor II	155.00	155.00
	Land Surveyor I	125.00	125.00
	Survey Technician IV	118.00	177.00
	Survey Technician III	114.00	171.00
	Survey Technician II	111.00	166.50
	Survey Technician I	100.00	150.00
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [02/17/2026].

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

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

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

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

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

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

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials,

daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

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

12. *Reports:*

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

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a

Exhibit D - Resident Project Representative.

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Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

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

This is **EXHIBIT E**, consisting of [3] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [02/17/2026].

[Notes to User

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]



NOTICE OF ACCEPTABILITY OF WORK

PROJECT: 26EN11-Dalbey Memorial Park #7: Restroom Improvements

OWNER: City of Gillette

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Morrison-Maierle, Inc.

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

Exhibit E – Notice of Acceptability of Work.

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Page 1

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [02/17/2026].

Reserved

This is **EXHIBIT G**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [02/17/2026].

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: | \$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.

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [02/17/2026].

LWCF Miscellaneous Certifications and Clauses

This Exhibit H hereby incorporates the LWCF Miscellaneous Certifications and Clauses, page 1-13, into this agreement as provided by Morrison-Maierle, Inc. on January 28th, 2026 by reference.

This is **EXHIBIT I**, consisting of [1] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [02/17/2026].

Reserved

This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [02/17/2026].

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 for 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 inure 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:

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.

Paragraph 6.13 is hereby amended to add the following to the end of the paragraph:

G. *Federal Registration with SAM.gov*: Throughout the entire term of all services provided for under this agreement, Engineer shall be required to have and maintain an active registration in good standing with SAM.gov

H. *Requirements of Agreements Between Engineer and Subconsultants and/or Subcontractors*: All Agreements between Engineer and any Subconsultant or Subcontractor shall incorporate the following documents by reference per funding source requirements:

1. *LWCF Misc Certs and Clauses*

2. *[List Add Additional Documents as Necessary]*

Engineer shall be required to provide to Owner one (1) electronically transmitted copy of each and every fully executed agreement between Engineer and any subconsultant or subcontractor within thirty (30) days of the effective date of any such agreement.

I. Failure by Engineer or any subconsultant and/or subcontractor of the terms and conditions described in paragraph G or H above, in whole or in part, shall constitute grounds for Termination of this Agreement between Engineer and Owner For Cause per the terms and procedures provided for in Article 6, Paragraph 6(B).

This is **EXHIBIT K**, consisting of [2] pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [02/17/2026].

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: February 17, 2026

Owner: City of Gillette

Engineer: Morrison-Maierle

Project: 26EN11-Dalbey Memorial Park #7: Restroom Improvements

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

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

Description of Modifications:

Agreement Summary:

Original agreement amount:	\$ 124,500.00
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: _____

LWCF: Miscellaneous Certifications and Clauses **to be Completed and Signed by all Bidders**

This project is subject to an Agreement between the Project Sponsor and the Wyoming Department State Parks and Cultural Resources (SPCR) to utilize federal funding from the Land and Water Conservation Fund.

The provisions of Wyo. State § 16-6-102 and 16-6-104, Preference for Wyoming labor and materials, may apply. Geographic preference may be used in bidder selection. (see PL §200.319)

The undersigned Bidder hereby proposes to furnish all materials (except materials furnished by the Project Sponsor) including machinery, tools, equipment, and supplies, and perform all labor necessary to complete the work described in accordance with the plans, current standard specifications, special provisions, and for the prices set forth in the **attached schedule**. The schedule is to include major work components with costs and expected completion dates and other requested information.

Please read the entire document before signing.

REGISTRATION WITH THE WYOMING SECRETARY OF STATE

- I. Bidder is a corporation or limited liability company? **YES (x)** **NO ()**
- II. Is the above Bidder currently registered with the Wyoming Secretary of State to do business in the State of Wyoming? **YES (x)** **NO ()** (Please attach a copy of your registration.)

CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder or any person(s) associated therewith in the capacity of owner, partner, director, or officer authorized to sign contracts certifies by signing this document that the responses to the following questions are true.

- I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?
YES () **NO (x)**
- II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years? **YES ()** **NO (x)**
- III. Has any interested party have a debarment pending? **YES ()** **NO (x)**
- IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?
YES () **NO (x)**
- V. If registered with SAM.gov, UEI: **MORRISON-MAIERLE INCORPORATED**
V7N7SMVFBZ93

If the answer is YES to any of I-IV above, insert Suspension or Debarment actions below:

APPLICABLE: **YES ()** **NO (x)**

SUSPENSION OR DEBARMENT LISTING

Suspension or Debarment actions will not necessarily result in denial of award but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION
Not Applicable		

The person or persons signing this document do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Affirmative steps are required to utilize Minority Business Enterprises, Woman Business Enterprises, and labor surplus area firms when possible as described in the Code of Federal Regulations (CFR) §200.321 (“Disadvantaged Business Enterprises” or “DBE”) and are encouraged to utilize Veteran Owned/Run Businesses as possible sources of supplies, equipment, construction, and services.

Qualified DBE’s are to be included on the Project Sponsor’s (listed in header) solicitation list as well as other requirements described in §200.321.

(I.) Bidder certifies that:

- (A.) It has taken and will take affirmative action to seek out and consider DBE’s as potential subcontractors.
- (B.) It has taken and will take affirmative action to seek out and consider DBEs as potential suppliers.

(II.) Further, the Bidder shall:

- (A.) List all DBE’s contacted (and those that responded) on the following form and complete the requested information for each.
- (B.) If applicable, mark that subcontracting is not anticipated.
- (C.) If subcontracting occurs, provide the list to the Project Sponsor within thirty (30) days of project completion.
- (D.) Make available upon request the bids submitted from each DBE and from non-DBE bidders.

**DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

☐ The Bidder is a DBE (explain here): ____

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish benches as a supplier and providing labor as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

☐ Do Not Intend to (or did not) Subcontract Work

(Note: Add additional lines if needed.)

Disadvantaged Business Entity	Specific Subcontract Work or Materials Requested	Contact Method(s)	Contact Date(s)	Contact Result
Not Applicable				☐ No Response or Not Interested ☐ Not quoting on this project ☐ Quote submitted ☐ Bid Amount \$ ☐ Selected for Work or Materials
				☐ No Response or Not Interested ☐ Not quoting on this project ☐ Quote submitted ☐ Bid Amount \$ ☐ Selected for Work or Materials

BUILD AMERICA BUY AMERICA REQUIREMENTS

Federal law §200.322 Domestic preferences for procurements, PL 117-58 Infrastructure and Jobs Act, and Executive Order 14005 Ensuring the Future is Made in All America by All of America's Workers apply to this project. All contracts and subcontracts must reference these laws and policies.

For further information on the Buy America preference, please visit www.doi.grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Please list all items that will be manufactured or purchased for this project.

These are only the items that pertain to the Scheduled work that will be delivered.

Items may be grouped.

If manufactured in US but a major component is non-American material, please note and describe, i.e. not available in US.

For example, if a playground is manufactured in US but the materials are from out of US, please note.

Please add rows to the form as needed. An alternate form may be used and/or the information may be added to the Schedule.

☐ Alternate form attached

WHEN AVAILABLE, please submit your organization's Build America Buy America Compliance for this project clearly listing the items that are and are not American made and the reason for any non-USA items.

Do not include concrete, cement, cementitious materials, aggregates (i.e. stone, sand, gravel), and aggregate binding agents or additives.

Do not include items needed to do the job such as tools, equipment, supplies (i.e. trucks, scaffolding, office equipment).

Item to be manufactured or purchased	Manufacturing Location	List any major components that are non-American-made/sourced	% US ¹	Note why if not American (manufactured & components)
Not Applicable	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:
	☐ In US ☐ Not in US			☐ Not available ☐ Other:

¹Percent of the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States.
 Other may include cost increases overall cost by more than 25% or procurement outside the public interest.

BIDDER INFORMATION**CERTIFICATION FOR
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

- (I.) The undersigned certifies, to the best of his or her knowledge and belief, the following:
- (A.) No federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (B.) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to the Project Sponsor Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (C.) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
APPENDIX A TO SUBPART A OF PART 230 – SPECIAL PROVISIONS**

- (I.) General.
- (A.) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Executive Order 11246 and Executive Order 11375, are set forth in Required Contract Provisions form FHWA-1273, and these certifications and clauses are imposed
- WYOMING LWCF SUBRECIPIENT: MISC CERTS AND CLAUSES (v 7/2024) Page 6 of 13
Dalbey Memorial Park #7: Restroom Improvements
RFP for Design, Bidding and Construction Period Services: Attachment A

pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these certifications and clauses constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

(B.) The Bidder will work with the Project Sponsor and SPCR in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

(C.) The Bidder and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity:

(i.) The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, chapter 4, section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.

(ii.) The Bidder will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

(II.) Equal Employment Opportunity Policy.

(A.) The Bidder will accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of the Bidder to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

(III.) Equal Employment Opportunity Officer.

(A.) The Bidder will designate and make known to the Project Sponsor the Bidder's contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal

employment opportunity and who must be assigned adequate authority and responsibility to do so.

(IV.) Dissemination of Policy.

(A.) All members of the Bidder's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Bidder's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(i.) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work, and then not less often than once every six months, at which time the Bidder's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(ii.) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Bidder's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(iii.) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Bidder's procedures for locating and hiring minority group employees.

(B.) The Bidder and all Subcontractors shall take the following actions:

(i.) Notices and posters setting forth the Bidder's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(ii.) The Bidder's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(V.) Recruitment.

(A.) The Bidder and all Subcontractors will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation

among minority groups in the area from which the project work force would normally be derived.

(B.) The Bidder will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

(C.) In the event the Bidder has a valid bargaining agreement providing for exclusive hiring practices, Bidder will remain in compliance with equal employment opportunity provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Bidder to do the same, such implementation violates Executive Order 11246, as amended.)

(D.) The Bidder will encourage present employees to refer minority group applicants for employment. Appropriate notices or bulletins will be posted in areas accessible to all employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

(VI.) Personnel Actions.

(A.) Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. These procedures shall be followed:

(i.) The Bidder will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(ii.) The Bidder will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

(iii.) The Bidder will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Bidder will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

(iv.) The Bidder will promptly investigate all complaints of alleged discrimination made to the Bidder in connection with his obligations under this

contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Bidder will inform every complainant of all of his avenues of appeal.

(VII.) Training and Promotion.

(A.) The Bidder will assist in locating, qualifying, increasing the skills of, and increasing the proportion or number of applications for employment among minority group and women employees.

(B.) Consistent with the Bidder's work force requirements and as permissible under federal and state regulations, the Bidder shall make full use of training programs, *i.e.*, apprenticeship and on-the-job training programs. Where feasible, 25 percent (25%) of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

(C.) The Bidder will advise employees and applicants for employment of available training programs and entrance requirements for each.

(D.) The Bidder will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

(VIII.) Unions.

(A.) If the Bidder relies in whole or in part upon unions as a source of employees, the Bidder will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions and to effect referrals by such unions of minority and female employees. Actions by the Bidder either directly or through a Bidder's association acting as agent will include the procedures set forth below:

(i.) The Bidder will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(ii.) The Bidder will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

(iii.) The Bidder is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the

exclusive possession of the labor union and such labor union refuses to furnish such information to the Bidder. The Bidder shall certify to the Project Sponsor the efforts made to obtain such information.

(B.) In the event the union is unable to provide the Bidder with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Bidder will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Bidder has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Bidder shall immediately notify the Project Sponsor.

(IX.) Subcontracting

(A.) The Bidder will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Bidders may be able to obtain lists of minority-owned construction firms from the Wyoming Department of Transportation.

(B.) The Bidder will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

(C.) Bidder agrees to pay subcontractors within thirty (30) days of payment from Project Sponsor for all satisfactory work performed and retainage. Receipts will be retained and may be requested from the Project Sponsor.

(X.) Records and Reports.

(A.) The Bidder will keep such records as are necessary to determine compliance with the Bidder's equal employment opportunity obligations. The records kept by the Bidder will be designed to indicate the following:

(i.) The number of minority and nonminority group members and women employed in each work classification on the project.

(ii.) The progress and efforts made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Bidders who rely in whole or in part on unions as a source of their work force),

(iii.) The progress and efforts made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(iv.) The progress and efforts made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

(B.) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Project Sponsor and SPCR.

(C.) The Bidder will submit an annual report to the Project Sponsor each July for the duration of the project. The annual report will include the numbers of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.

(XI.) Other

(A.) This project is subject to CFR 2 §200.322 Domestic preferences for procurements. Please note any exceptions in Build America Buy America section above.

(B.) This project is subject to federal accounting principles as specified in 2 CFR 200.

(XII.) SHPO: The property for this project was reviewed by the Wyoming State Historic Preservation Office which found that the documentation meets the Secretary of Interior's Standards for Archaeology and Historic Preservation (48 FR 44716-42). If any cultural materials are discovered during construction, work in the area shall halt immediately and the Sponsor shall be immediately notified. Work must not resume until approval is granted by SPCR.

The remainder of this page is intentionally left blank.

Federal Fund Notification

This project is funded in part with a federal Land and Water Conservation Fund grant for which the Sponsor is a Subrecipient.

FAIN # P25AP01177

LWCF # 56-0000968

CFDA # 15.916

BIDDER CERTIFICATION

Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses. If selected as a subcontractor, this document will be added to contract for the services.

Bidder certifies that a pricing schedule consisting of 1 pages is attached to this document.

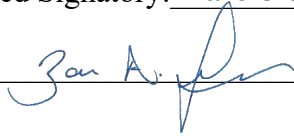
Bidder Name: Morrison-Maierle

Bidder Mailing Address: 2200 Foothills Blvd., Suite A, Gillette, WY 82716

Email: zgreen@m-m.net

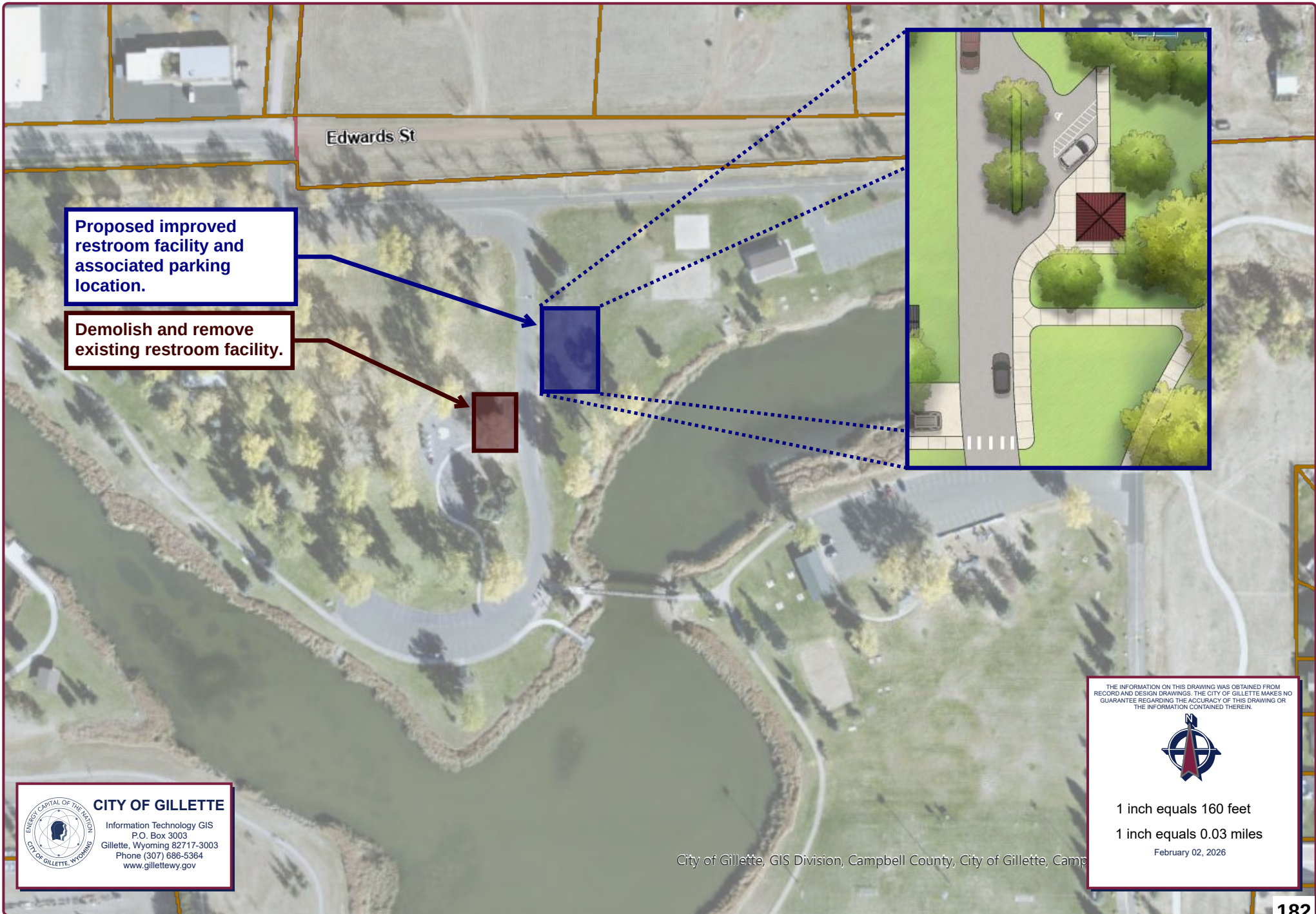
Phone Number: 307-687-1812

Printed Name of Bidder's Authorized Signatory: Zane Green, Vice President

Signature of Authorized Signatory: 

Date: January 20, 2026

26EN11-Dalbey Memorial Park #7: Restroom Improvements





**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration of a Contract Amendment to a Professional Services Agreement with WWC Engineering for Construction Management Services Related to the Sutherland Subdivision Resurfacing Project in the Amount of \$90,000.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Contract Amendment to a Professional Services Agreement with WWC Engineering for Construction Management Services Related to the Sutherland Subdivision Resurfacing Project in the Amount of \$90,000.00 (1% Project).

PROJECT NUMBER:

25EN20

CASE BACKGROUND:

This contract amendment between the City of Gillette and WWC Engineering will provide Construction Management (CM) services for the Sutherland Resurfacing Project. These CM services include but not limited to; observation and verification that the project is installed to City of Gillette and relevant industry standards, verification that the project is installed per design, coordination between Croell, Inc., City of Gillette Staff and the public, coordination and verification of traffic control and sequencing. The Sutherland Resurfacing Project is related to the rehabilitation of selected asphalt streets in the Sutherland Subdivision. This project was awarded to Croell, Inc. on January 20, 2026 in the amount of \$1,531,960.85.

BUDGET: This project is fully funded through the Option 1% Sales Tax fund in the amount of \$100,000.00.

ACTUAL COST VS BUDGET:

Cost: \$90,000; Budgeted: \$100,000.00

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Contract Amendment](#)

Amendment to Agreement No. 2

1. Background Data:

- a. Effective Date of Agreement: December 3, 2024
- b. Owner: City of Gillette
- c. Engineer: WWC Engineering
- d. Specific Project: Sutherland Subdivision Mill & Overlay Project 25EN20

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services:

i. Meetings

- 1. Attendance and coordination of one (1) public meeting.
- 2. One (1) preconstruction meeting with minutes.
- 3. Eighteen (18) weekly construction meetings with minutes.

ii. Construction Management

- 1. Submittal review to ensure materials meet the requirements of the contract documents.
- 2. Preparation of daily logs and quantity measurements.
 - a. Resident Project Representative (RPR) onsite for up to 90 working days.
- 3. Preparation of six (6) pay applications.
- 4. Preparation of two (2) field orders and two (2) change orders.
- 5. Serve as liaison between Owner, Contractor, and residents.
- 6. Preparation and submittal of eighteen (18) project updates with progress mapping, based on information gathered from weekly construction meetings.
- 7. Coordination of ten (10) lane closure shutdown requests.
- 8. Final inspection and preparation of punch list, recommendations, and acceptance documentation.
- 9. Collection of location and photo documentation of:
 - a. New in-place storm pipe and appurtenances,
- 10. Preparation and submittal of as-built plans and shapefiles.

- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as listed above.

- c. The responsibilities of Owner with respect to the Agreement are modified as follows:
- i. The responsibilities of the Owner are not changed by this amendment.
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- i. \$90,000.00
- e. The schedule for rendering services under this Agreement is modified as follows:
- i. February 3, 2026, to December 31, 2026.
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
- i. None.
[List other Attachments, if any]

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>75,000.00</u>
b. Net change for prior amendments:	\$ <u>25,000.00</u>
c. This amendment amount:	\$ <u>90,000.00</u>
d. Adjusted Agreement amount:	\$ <u>190,000.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

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. The Effective Date of this Amendment is February 3, 2026.

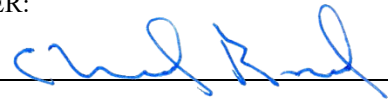
OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By: 

Title: Principal/Branch Manager

Date
Signed: January 13, 2026



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration of a Pre-Annexation Agreement between the City of Gillette and Carl's Water Service Inc. for property located at 903 Hannum Road.

SUGGESTED ACTION:

I move to Approve the Pre-Annexation Agreement between the City of Gillette and Carl's Water Service Inc. for property located at 903 Hannum Road.

PROJECT NUMBER:

PL2025-0044

CASE BACKGROUND:

The Owner is seeking a Pre-Annexation Agreement with the City of Gillette for property located at 903 Hannum Road. The landowner is requesting that the Pre-Annexation Agreement grant them water service. Currently, a project (20UT02) managed by the City of Gillette Engineering Division is underway to extend the Madison Regional Water line north along Hannum Road. The water to service 903 Hannum Road would need to come from the regional water line or have a main extended from the existing water line that runs along the south side of Warlow Drive.

The property is currently unplatted county land. There is a home and shop located on the property.

At the regularly scheduled City Council meeting on November 18, 2025, City Council granted Staff Permission to Negotiate for this Proposed Pre-Annexation Agreement.

ACTUAL COST VS BUDGET:

N/A

STAFF REFERENCE:

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

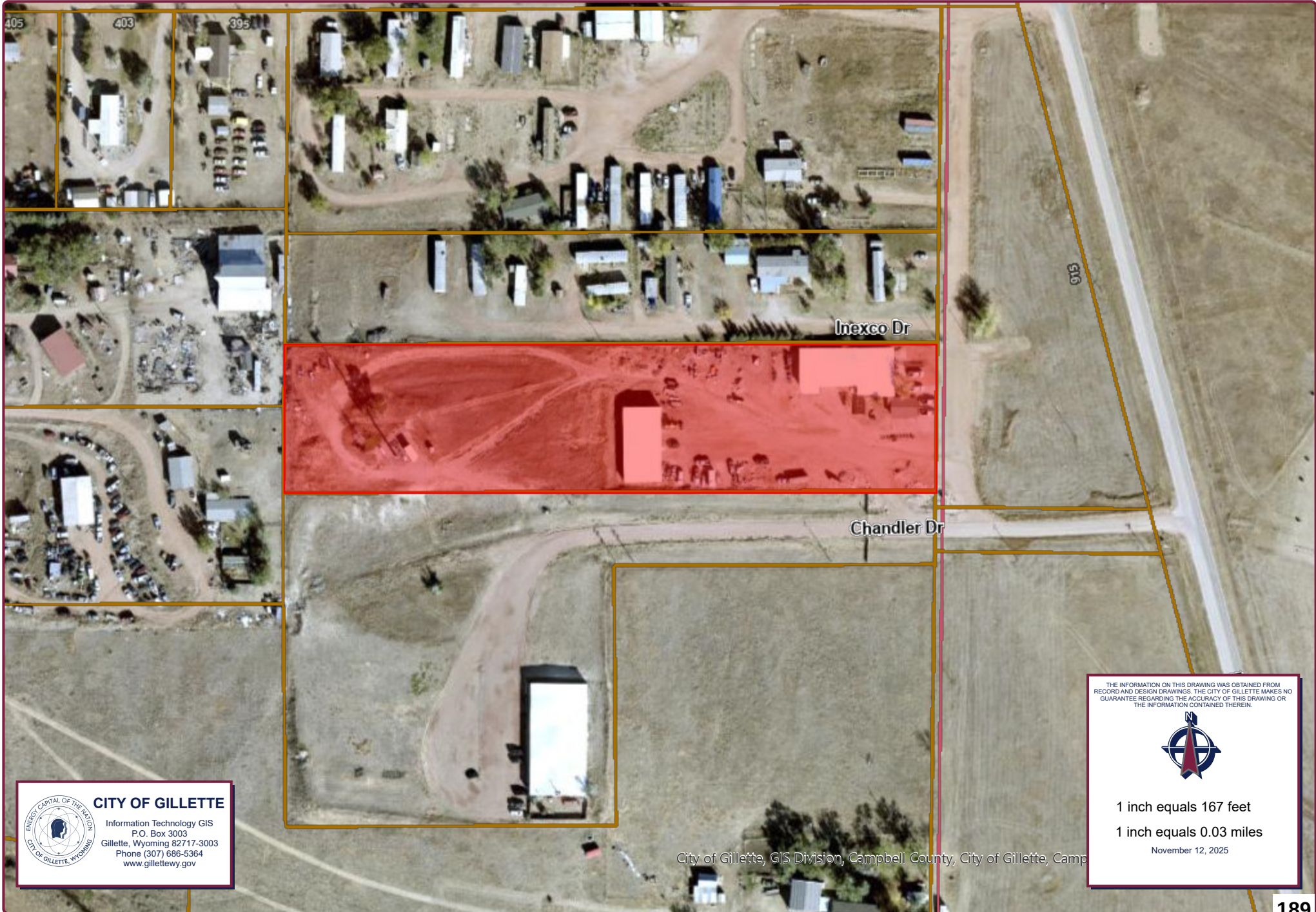
ATTACHMENTS:

[Vicinity Map](#)

[Vicinity Map - Zoning Map](#)

[Pre-Annexation Agreement](#)

903 Hannum Road



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
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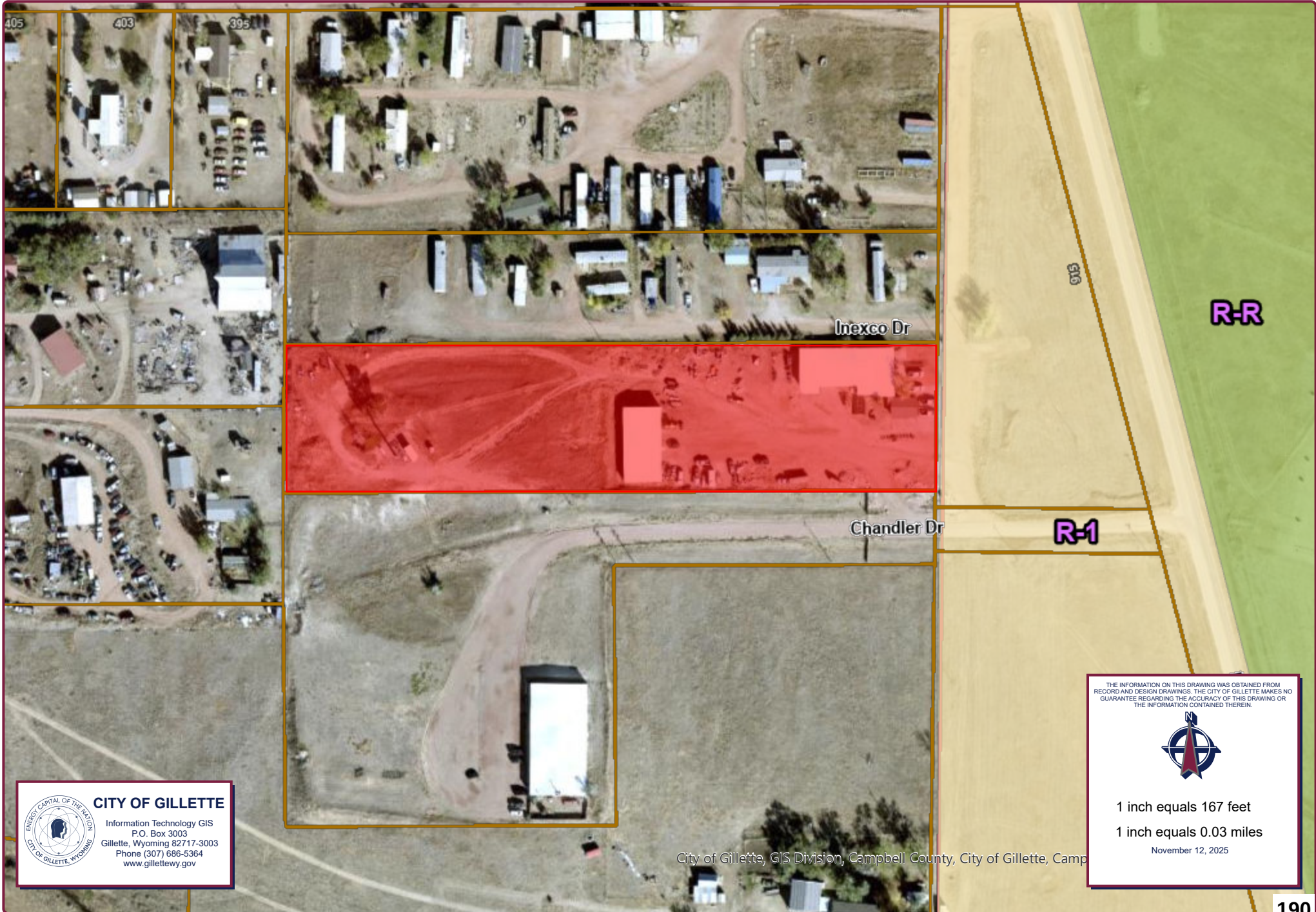
1 inch equals 167 feet

1 inch equals 0.03 miles

November 12, 2025

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

903 Hannum Road - Zoning Map



**PRE-ANNEXATION AGREEMENT AND PETITION FOR ANNEXATION
(CONTIGUOUS PROPERTY)**

THIS PRE-ANNEXATION AGREEMENT AND PETITION FOR ANNEXATION (“AGREEMENT”) made this _____ day of _____, 2026, between Carl’s Water Service, Inc. (“LANDOWNER”), and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, (“CITY”). LANDOWNER and CITY may be referred to as the “Parties.”

RECITALS

- A. LANDOWNER owns real estate located at 903 Hannum Road that is more particularly described as follows:

Part of a parcel of land located in a portion of the NW¼NW¼ of Section 22, Township 50 North, Range 72 West of the 6th PM, Campbell County, Wyoming, and being more particularly described as follows:

Commencing at the NW corner of said Section 22, said point is monumented by a brass cap; thence N88°59'48"E along the north boundary of said Section 22, for a distance of 1,358.80 feet to the West 1/16 corner of Sections 15 and 22; said point is monumented by a 5" concrete post; thence S00°12'46"W along the east boundary of the said NW¼NW¼ of Section 22 for a distance of 490.00 feet to the point of beginning; thence continuing S00°12'46"W for a distance of 200.00 feet; thence S88°59'48"W for a distance of 871.20 feet; thence N00°12'46"E for a distance of 200.00 feet; thence N88°59'48"E for a distance of 871.20 feet to the point of beginning.

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

- B. The LAND is now contiguous to the corporate limits, city limits, or both, of the City of Gillette, Wyoming, and is within the natural growth area of the City of Gillette, Wyoming

- C. LANDOWNER desires to receive certain services provided by CITY; and,

- D. In exchange for providing these services, CITY wishes to receive a commitment to annex in the City of Gillette, Wyoming from LANDOWNER, which is to be exercised at the direction of CITY.

AGREEMENT

ACCORDINGLY, in consideration of the promises contained below and the recitals above, which are incorporated to this AGREEMENT, the Parties as follows:

1. **Covenant to Annex; Associated Promises.** LANDOWNER agrees and covenants to cause the annexation of the LAND in compliance with State of Wyoming annexation law. In addition, prior to annexation, LANDOWNER is obligated to perform the following:

A. **Recording Obligations.** LANDOWNER shall incorporate this covenant to annex on each deed for any parcel of land existing or created within the LAND. If LANDOWNER sells or conveys any of the LAND prior to annexation, a commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether presently platted or subdivided. This commitment must state that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Gillette City Council." The commitment to annex shall be recorded as part of each deed and is a covenant running with the LAND and any part thereof. This commitment to annex is enforceable by the CITY.

B. **Notice of Intent to Subdivide.** If, prior to annexation, LANDOWNER seeks to subdivide any part of the LAND, and Campbell County approves such subdivision, then any such approved subdivision, along with any agreement, covenant, restriction, or zoning classification must be submitted to CITY prior to the recording of the subdivision plat or sale of any parcel of the LAND.

C. **Construction of Structures.** Prior to constructing any structures on the LAND, LANDOWNER must obtain the relevant Campbell County permits and inspections, including building, plumbing, or zoning permits and inspections. LANDOWNER must construct all structures such that they comply with Chapter 5 of the Gillette City Code, as amended.

2. **AGREEMENT as a Petition to Annex.** LANDOWNER hereby deems this AGREEMENT a petition to the Gillette City Council to annex the LAND. LANDOWNER

warrants that LANDOWNER is the owner of the LAND. LANDOWNER agrees that this AGREEMENT may be filed with the City Clerk at the sole discretion of the CITY to commence annexation procedures.

3. **Further Actions Necessary; Waivers.** Upon request from CITY, to fulfill its obligations above, LANDOWNER agrees to sign any other petition or document or to take any other action to comply with state annexation to facilitate the annexation. LANDOWNER waives any irregularities in the annexation process and specifically waives LANDOWNER'S right to protest annexation of the LAND. The Parties acknowledge that CITY may choose not to complete the annexation of the LAND until more of the remaining land within its subdivision can be annexed simultaneously. Upon request of CITY, LANDOWNER agrees to provide an annexation plat prepared by a Wyoming registered land surveyor and at LANDOWNER'S sole cost and expense. LANDOWNER agrees that the timing of the annexation is within the sole discretion of CITY. CITY may initiate the annexation of the LAND at any time and without notice to LANDOWNER after this AGREEMENT has been signed.

4. **Effect of Annexation.**

A. Municipal Services. Upon annexation of the LAND, CITY shall provide municipal services as required by applicable State of Wyoming statutes and local ordinances.

B. Compliance with Comprehensive Plan, Transportation Plan, and Subdivision Regulations. LANDOWNER agrees this AGREEMENT does not relieve the LANDOWNER from compliance with the Gillette City Code, as amended, and other applicable regulations after annexation of the LAND. By way of illustration, LANDOWNER shall ensure the LAND complies with applicable portions of the CITY Comprehensive Plan, as adopted and amended, and as incorporated in the City of Gillette Zoning Code, and the Transportation Master Plan, as adopted and amended. Additionally, if the LAND is further subdivided, such subdivision must be in accordance with the City of Gillette Subdivision Regulations.

C. Assessments for Local Improvements; Waivers. LANDOWNER agrees that all CITY utilities and services are required to service the annexed LAND. LANDOWNER further agrees that CITY, in its sole discretion, may elect to create an assessment district or districts for local improvements as permitted by W.S. 15-6-101 through 609. LANDOWNER agrees that this AGREEMENT obligates the inclusion of the LAND in any such district or districts until all improvements are completed, accepted by the Gillette City Council, and any assessment levy or bond indebtedness is satisfied. Further, LANDOWNER agrees and covenants to refrain from lodging any protest or objection under W.S. 15-6-203.

5. **Services to be Provided Prior to Annexation; Conditions Precedent.** In exchange for LANDOWNER'S commitment to annexing above and LANDOWNER'S completion of the conditions stated below, CITY shall provide the following services:

A. **WATER**

i. CITY shall provide LANDOWNER one (1) eight-inch tee to connect the LAND to CITY water system. LANDOWNER shall establish a billing account with CITY and pay the monthly water bills.

ii. LANDOWNER shall pay all costs related to the water service connection, including but not limited to, the construction, installation, extension of mains or service lines and any related appurtenances between the LAND and the point of service, as determined at the sole discretion of CITY. If, in the future, regardless of whether annexation has occurred, if LANDOWNER requires any construction, installation, and extension of a water main, service line and related appurtenances, LANDOWNER shall comply with all State, Federal and local requirements for permitting and installation to construct any extension of water main or service line to serve the LAND. In any case of extending the water main or service line, prior to connecting to the CITY water system, the LANDOWNER shall provide the City an engineering report, stamped by a Wyoming Professional Engineer, ensuring the minimum requirements of Wyoming DEQ and the City of Gillette Design Standards and Construction Specifications are met with the proposed improvements. Any water mains installed that will be dedicated to the City of Gillette for long-term ownership, operation and maintenance shall retain a Wyoming Professional Engineer to certify construction compliance of these water systems prior to acceptance by the Governing Body of the City of Gillette in accordance with all local requirements and the necessary water quality permit. The LANDOWNER shall provide a letter of credit, cashier's check or other financial guarantee in the amount of the actual construction costs as estimated by the LANDOWNER'S Professional Engineer as part of a required

Infrastructure Agreement to be reviewed, approved and executed by the City Engineer and the LANDOWNER.

iii. Prior to connecting to the CITY water system, LANDOWNER shall pay CITY all applicable fees as stated in Chapter 17 of the Gillette City Code, as amended.

v. LANDOWNER shall install a single water service line needed to serve the lot according to CITY design and construction specifications and shall be solely responsible for maintaining such service line.

vii. LANDOWNER shall connect all buildings requiring water service to the CITY's water system. All buildings that could be potentially sold will require a separate water service connection and separate water meter.

vii. With respect to CITY water services, LANDOWNER must also obtain a plumbing permit from Campbell County. LANDOWNER shall notify CITY when LANDOWNER desires water service connection be activated and pay all associated CITY fees. At such time, a meter will be installed by the City and water service will be activated.

viii. No water service connections may be made for service outside of the LAND without prior approval of the Gillette City Council.

B. IMPROVEMENTS UPON ANNEXATION

1. Necessary Improvements. Subject to Section 5(B)(2) below, the LANDOWNER shall make the following improvements upon annexation:

i. *Sewer*. Any planned or future sewer system improvement shall be designed and installed to comply with all City Design Standards and Standard Construction Specifications and codes, where applicable. All costs associated with these improvements shall be paid for by the LANDOWNER.

ii. *Storm Sewer*. Any storm drainage system improvements shall be designed and installed to comply with all City Design Standards, Standard Construction Specifications and codes, where applicable. All costs associated with these improvements shall be paid for by the LANDOWNER.

iii. *City Power*. Upon annexation the LANDOWNER shall terminate all service with the existing power provider and shall become a City Power customer. The LANDOWNER shall be responsible for all fees and charges associated with this conversion.

iv. *Zoning Requirements*. A concrete or asphalt access road and parking areas are required upon annexation in accordance with the City's Zoning Ordinance. All billboards or other non-conforming items on the Land shall be removed or addressed prior to annexation.

v. *Miscellaneous*. All other public and private improvements required by the City's adopted Design Standards, Construction Standards, Subdivision Regulations, Zoning Ordinances and all other regulations in place at the time of annexation.

2. Notification of Necessary Improvements. The CITY shall identify all necessary improvements under Section 5(B)(1) in the statutory annexation report associated with the LAND. LANDOWNER will not be responsible for any improvements that are not identified in such annexation report.

6. **Covenant running with the LAND**. This AGREEMENT constitutes a covenant running with the LAND. The City may enforce this AGREEMENT by action at law or equity.

7. General Provisions

A. Binding Effect. This AGREEMENT will not be binding on any party until executed by all Parties. Once completely executed, this AGREEMENT will be binding upon and inure to the benefit of the Parties and their respective successors, heirs, and permitted assigns. This AGREEMENT shall bind every successor in interest to the LAND or any portion or parcel thereof.

B. Applicable Law/Venue. The laws of the State of Wyoming govern the construction, interpretation, and enforcement of this AGREEMENT. The Courts of the State of Wyoming have jurisdiction over this AGREEMENT and the parties. Venue for any matter arising under this AGREEMENT will be in the Sixth Judicial District, Campbell County, Wyoming.

C. Attorney Fees. If the CITY institutes any legal action to enforce any provision of this AGREEMENT, and is successful in such action, then LANDOWNER, or LANDOWNER'S successor, heir, or permitted assign shall pay CITY's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees, and all other actual expenses incurred in the prosecution of the action.

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

E. Governmental Immunity. CITY does not waive governmental immunity by entering into this AGREEMENT and, unless specifically and expressly waived, CITY retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 122 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, and similar provisions will not be construed as a waiver of governmental immunity. The Parties agree that any ambiguity in this AGREEMENT will not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity will be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), CITY does not intend to retain immunity in actions based on contract under this provision.

F. Amendments. This AGREEMENT may not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written instrument executed by all Parties.

G. Waiver. The waiver of any breach of any term or condition in this AGREEMENT will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach does not constitute a waiver. No waiver, amendment, release, or modification of this AGREEMENT may be established by conduct, custom, or course of dealing. All waivers must be in writing and signed by all Parties.

H. LANDOWNER Definition. The defined term "LANDOWNER" includes any heir, permitted assign, or successor in interest. By way of illustration, any obligation, covenant, or condition required to be fulfilled by LANDOWNER is imputed to LANDOWNER'S heirs, permitted assigns, or successors in interest, as the case may be.

I. Entirety of Agreement. This AGREEMENT contains the entire, integrated agreement among the Parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.

BASED ON THE FOREGOING, the Parties, through their duly authorized representatives, have executed this AGREEMENT on the dates indicated below.

LANDOWNER: Carl's Water Service, Inc

Signature: _____

Date: _____

Printed: **[Robin Kuntz]**

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The above and foregoing instrument was acknowledged before me by Robin Kuntz, as _____ of Carl's Water Service, Inc. this _____ day of _____, 202__.

Witness my hand and official seal.

My Commission Expires:
My Notary ID:

Notary Public

CITY: CITY OF GILLETTE, WYOMING

Date: _____

SHAY LUNDVALL, MAYOR

(S E A L)
ATTEST:

Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

The foregoing instrument was acknowledged before me on _____, 20__, by Shay Lundvall, Mayor of the City of Gillette, Wyoming, and Alicia Allen, City Clerk of the City of Gillette. .

My Commission Expires:
My Notary ID:

Notary Public



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration to Authorize the Mayor to Sign the Federal Highway Administration Agreement to Re-establish the Community Project Funding Grant for the Senator Mike Enzi Memorial Overpass Replacement Project.

SUGGESTED ACTION:

I move to Authorize the Mayor to Sign the Federal Highway Administration Agreement to Re-establish the Community Project Funding Grant for the Senator Mike Enzi Memorial Overpass Replacement Project.

CASE BACKGROUND:

The City of Gillette applied for and received a \$3 million dollar grant for the design and reconstruction of the Gurley Overpass. This grant was approved by the City Council to be applied for in April of 2022 and the authorization of funding was received from the Federal Highway Administration in July of 2024. Due to the length of project inactivity from July of 2024 through May of 2025, the Federal Highway Administration (FHWA) recommended that we put the grant on "pause" by "shelving the project" until the City was ready to move forward with the reconstruction project. The shelving of the grant that took effect in June of 2025, did not jeopardize the availability of the funding as long as the project was un-shelved and the funds were once again obligated to the project by September of 2026 and fully expended before the end of September of 2031.

Resolution 2928 provided staff direction to move forward with Option 3 of the HDR, Inc. Gurley Overpass Study to reconstruct the overpass. The un-shelving of the FHWA funds is the next step in completing the design and bidding for the replacement of the current Gurley overpass. Once the Community Project Funding agreement is re-established and fully executed, staff will then be authorized to begin the process (Request For Qualifications) for advertising, selecting and negotiating a professional services agreement for the design and bidding services for the replacement of the overpass.

STAFF REFERENCE:

Michelle Henderson, Finance Director & Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[FHWA Unsigned Project Agreement 02.11.2026- FH24001](#)

FEDERAL-AID PROJECT AGREEMENT
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

PROJECT TITLE:

Senator Mike Enzi Memorial Overpass Replacement Project

Federal

Project Number:

FH24001

PROJECT DESCRIPTION:

Replacement of the Senator Mike Enzi Memorial Overpass – Develop information gathering and reconnaissance, preliminary engineering, environmental studies through NEPA decision, final design, preliminary ROW drawings and acquisition cost estimates.

SUBRECIPIENT NAME:

City of Gillette

SUBRECIPIENT UEI (SAM):

R8SVNWD7MGG1

PROJECT END DATE:

06/30/2029

CLASSIFICATION OF PHASE
OF WORK TO BE PUT
UNDER AGREEMENT

EFFECTIVE DATE OF
AUTHORIZATION

Highway Planning & Research	See FMIS
Preliminary Engineering	See FMIS
Right-of-Way	See FMIS
Construction	See FMIS
Other	See FMIS

Table 1. Authorization Dates

PROGRAM CODE	FEDERAL SHARE	FEDERAL FUNDS	NON-FEDERAL FUNDS	TOTAL COST
Y926	90.49%	\$3,000,000.00	\$315,283.46	\$3,315,283.46
Total Project Cost				\$3,315,283.46

Table 2. Program Codes

FEDERAL-AID PROJECT AGREEMENT
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

PROJECT STEWARDSHIP AND OVERSIGHT

The City of Gillette has complied or hereby agrees to comply with the applicable terms and conditions set forth in:

- Title 23, U.S. Code, Highways
- The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration
- All other applicable laws and regulations

As a condition to payment of the Federal funds obligated, the City of Gillette accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purpose of emphasis, such applicable provisions include, but are not limited to, the requirements of:

- Appendix A to 2 CFR Part 170 and
- 2 CFR 200

The FHWA has authorized certain work to proceed (see Table 1. Authorization Dates). For such authorized work, the federal funds obligated, or the advance-construction authorized, are not to exceed the amounts shown herein. The balance of the estimated total project cost is an obligation of the City of Gillette. Authorization of Federal funds extends only to project costs incurred by the City of Gillette following Federal Highway Administration's authorization to proceed with the project.

PROJECT ACTION RESPONSIBILITY MATRIX	
ACTION	AGENCY RESPONSIBLE
GENERAL FINANCIAL MANAGEMENT	
Ensure the project is listed in the Statewide Transportation Improvement Program (STIP)	City of Gillette
Submit project agreement modifications to FHWA	City of Gillette
Submit federal fund reimbursement requests (Form PR-20) to FHWA	City of Gillette
Approve project agreement modifications	FHWA
Approve federal fund reimbursement	FHWA

FEDERAL-AID PROJECT AGREEMENT
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

PROJECT ACTION RESPONSIBILITY MATRIX	
ACTION	AGENCY RESPONSIBLE
PROCUREMENT, MANAGEMENT, AND ADMINISTRATION OF ENGINEERING AND DESIGN RELATED SERVICES (23 CFR 172)	
Consultant Contract Selection	City of Gillette
Approve consultant agreements and agreement revisions	City of Gillette
ENVIRONMENTAL IMPACT AND RELATED PROCEDURES (23 CFR 771)	
Approve Class of Action	FHWA
Submit environmental documents to FHWA	City of Gillette
Approve all actions required by Federal environmental laws and regulations	FHWA
PRECONSTRUCTION PROCEDURES (23 CFR 630)	
Approve Plans, Specifications, and Estimates	City of Gillette

FEDERAL-AID PROJECT AGREEMENT
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

23 CFR § 630.112 Agreement provisions.

The City of Gillette stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the following applicable provisions:

- (1) ***Project for acquisition of rights-of-way.*** In the event that actual construction of a road on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the State DOT will repay to the FHWA the sum or sums of Federal funds paid to the City of Gillette under the terms of the agreement. The City of Gillette may request a time extension beyond the 20-year limit with no repayment of Federal funds, and the Federal Highway Administration may approve this request if it is considered reasonable.
- (2) ***Drug-free workplace.*** By signing the project agreement, the City of Gillette agrees to maintain a drug-free workplace, identify all known workplaces under Federal awards, and fulfill other responsibilities required by 49 CFR part 32.
- (3) ***Suspension and debarment verification.*** By signing the project agreement, the City of Gillette agrees to verify that contractors are not excluded through suspension or debarment, as required by 2 CFR parts 180, subpart C, and 1200.
- (4) ***Lobbying certification.*** By signing the project agreement, the City of Gillette agrees to abide by the lobbying restrictions set forth in 49 CFR part 20. In signing the project agreement, the State is providing the certification required in appendix A to 49 CFR part 20.

FEDERAL-AID PROJECT AGREEMENT
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

PROJECT TITLE:

Senator Mike Enzi Memorial Overpass Replacement Project

Federal

Project Number:

FH24001

CITY OF GILLETTE:

Available Funds Certified:

Cheyenne Neville, Grants Management Specialist

Approval Recommended:

Joseph D. Schoen, City Engineer

Approved and Authorized:

Shay Lundvall, Mayor

Attest:

Alicia Allen, City Clerk

FEDERAL HIGHWAY ADMINISTRATION:

Project Information Reviewed:

Joshua Jeppesen, Financial Specialist

Approval Recommended:

Scott Stone, Acting Deputy Division Administrator

Approved and Authorized:

John Cater, Acting Division Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration of a Resolution Approving and Authorizing the Final Plat of the Campbell County High School Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.
(Planning Commission Vote: 7/0)

SUGGESTED ACTION:

I move to Approve a Resolution Approving and Authorizing the Final Plat of the Campbell County High School Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

Campbell County School District, Owner

AGENT:

Craig Shavlik, KL&A, Inc., Agent

CASE BACKGROUND:

The applicant seeks to plat the sites of Campbell County High School and Hillcrest Elementary School. Proposed Lot 1 is 51.07 acres and contains Campbell County High School which includes the school, football/soccer/track fields, tennis courts, a vocational tech building, and all associated parking for the above-mentioned activities. Lot 2 is 15.91 acres and contains Hillcrest Elementary School which includes the school, playground, field, and all associated parking for the above-mentioned activities. The lots are zoned C-O, Office and Institution District. Within the C-O district, the minimum lot size is 7,000 sq. ft and a minimum lot width of 50 ft. at the front setback line; both proposed lots meet these requirements.

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.

This case was approved by the Planning Commission during their February 10, 2026, meeting with a vote of 7/0.

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

ATTACHMENTS:

[Resolution](#)

[Vicinity Map](#)

[Campbell County High School Subdivision Plat](#)

[Planning Requirements](#)

[February 10, 2026 Planning Commission Minutes](#)

RESOLUTION NO.

**A RESOLUTION APPROVING AND AUTHORIZING THE
FINAL PLAT OF THE CAMPBELL COUNTY HIGH SCHOOL
SUBDIVISION; TO THE CITY OF GILLETTE, WYOMING,
SUBJECT TO ALL PLANNING REQUIREMENTS.**

WHEREAS the Final Plat of the Campbell County High School Subdivision; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on February 10th, 2026, with Planning Requirements.

WHEREAS the recording of the Final Plat of the Campbell County High School 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 February 10th, 2026.

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

the Final Plat of the Campbell County High School Subdivision; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by KL&A Engineers & Builders, signed by Craig Shavlik, Professional Land Surveyor, Wyoming Registration Number 12309, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

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

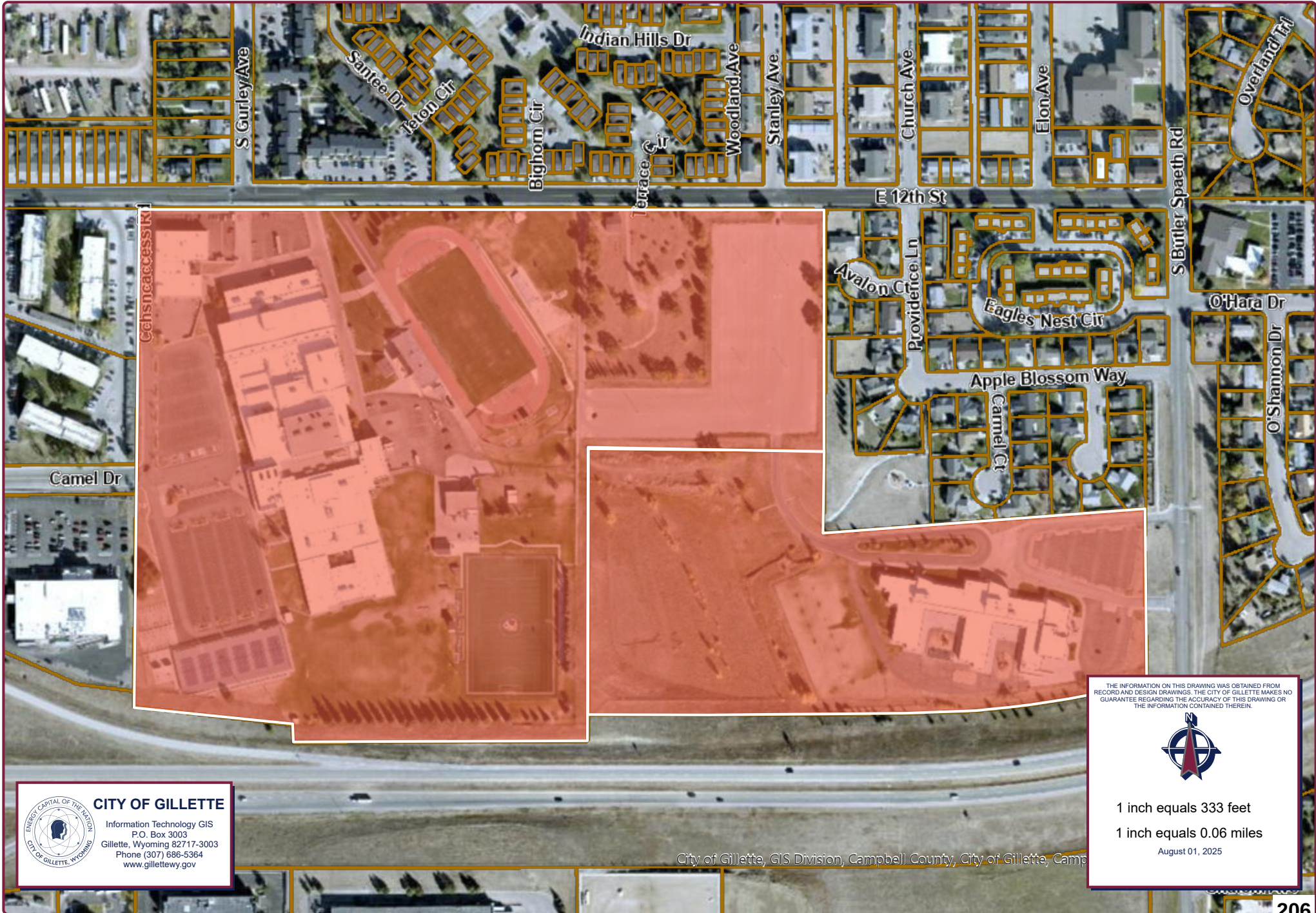
Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Vicinity Map - 1000 Camel Dr & 1500 S Butler Spaeth Rd



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

August 01, 2025

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

CAMPBELL COUNTY HIGH SCHOOL SUBDIVISION

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED CAMPBELL COUNTY SCHOOL DISTRICT No. 1, BEING THE OWNER, PROPRIETOR OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS CAMPBELL COUNTY HIGH SCHOOL SUBDIVISION, LOTS 1 AND 2, IS A SUBDIVISION OF HILLCREST SCHOOL ADDITION ANNEXATION, GLEN BODEN ADDITION ANNEXATION, WOOD ANNEXATION, CAMPBELL COUNTY HIGH SCHOOL EAST PARKING AREA ANNEXATION, & PORTION OF THE PARCEL DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 337 ON PAGES 380-381 LOCATED IN SECTIONS 26 AND 27, TOWNSHIP 50 NORTH, RANGE 72 WEST, 6TH PRINCIPAL MERIDIAN, GILLETTE, CAMPBELL COUNTY, WYOMING, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE CAMPBELL COUNTY HIGH SCHOOL SUBDIVISION, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE PROVIDENCE CROSSING FILING II SUBDIVISION; THENCE S00°27'41"W 874.76 FEET ALONG THE WEST BOUNDARY OF THE PROVIDENCE CROSSING FILING II SUBDIVISION; THENCE N85°39'46"E 252.71 FEET ALONG THE SOUTHERN BOUNDARY OF THE PROVIDENCE CROSSING FILING II SUBDIVISION TO POINT ALONG THE WESTERLY BOUNDARY OF THE BUTLER SPAETH ROAD RIGHT OF WAY; THENCE S00°55'05"E 64.17 FEET ALONG THE BUTLER SPAETH ROAD RIGHT OF WAY; THENCE S00°50'39"E 368.59 FEET ALONG THE BUTLER SPAETH ROAD RIGHT OF WAY TO A POINT ALONG THE NORTHERLY BOUNDARY OF THE INTERSTATE 90 RIGHT OF WAY; THENCE ALONG THE NORTHERLY BOUNDARY OF THE INTERSTATE 90 RIGHT OF WAY 496.23 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2664.79 FEET AND A CHORD BEARING S80°45'14"W 495.51 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF THE INTERSTATE 90 RIGHT OF WAY 386.77 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 8294.31 FEET AND A CHORD BEARING S88°43'19"W 386.74 FEET; THENCE N89°59'55"W 634.02 FEET ALONG THE NORTHERLY BOUNDARY OF THE INTERSTATE 90 RIGHT OF WAY; THENCE S00°20'31"W 67.44 FEET ALONG THE NORTHERLY BOUNDARY OF THE INTERSTATE 90 RIGHT OF WAY; THENCE N89°56'47"W 792.23 FEET ALONG THE NORTHERLY BOUNDARY OF THE INTERSTATE 90 RIGHT OF WAY; THENCE N00°04'12"W 46.64 FEET ALONG THE NORTHERLY BOUNDARY OF THE INTERSTATE 90 RIGHT OF WAY; THENCE N89°51'09"E 964.42 FEET ALONG THE SOUTHERLY BOUNDARY OF THE EAST 12TH STREET RIGHT OF WAY; THENCE S89°45'42"E 635.63 FEET ALONG THE SOUTHERLY BOUNDARY OF THE EAST 12TH STREET RIGHT OF WAY TO THE POINT OF BEGINNING; AND CONTAINS AN AREA OF 66.98 ACRES, MORE OF LESS, AND

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IS APPEARS ON THIS PLAT, IS MADE WITH 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, BLOCKS, STREETS AND EASEMENTS.

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

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

EXECUTED THIS ____ DAY OF _____, A.D., 2026.

BY: _____
DAVID BARTLETT, SUPERINTENDENT
CAMPBELL COUNTY SCHOOL DISTRICT No. 1

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D., 2026.

BY: DAVID BARTLETT, SUPERINTENDENT OF THE CAMPBELL COUNTY SCHOOL DISTRICT No. 1, AS A FREE AND VOLUNTARY ACT AND DEED.

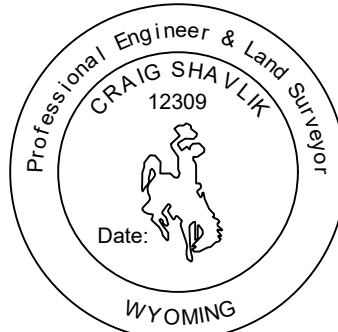
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

SURVEYOR'S CERTIFICATE

I, CRAIG SHAVLIK, 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 CAMPBELL COUNTY HIGH SCHOOL SUBDIVISION, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION 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 CITY OF GILLETTE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.



REGISTERED LAND SURVEYOR No. 12309

CERTIFICATE OF THE CITY ENGINEER

A CERTIFICATE OF REVIEW OF THE CITY ENGINEER AS FOLLOWS:

DATA ON THIS PLAT REVIEWED THIS ____ DAY OF _____, 2026,
BY THE CITY ENGINEER OF GILLETTE WYOMING.

CITY ENGINEER

CERTIFICATE OF THE PLANNING COMMISSION

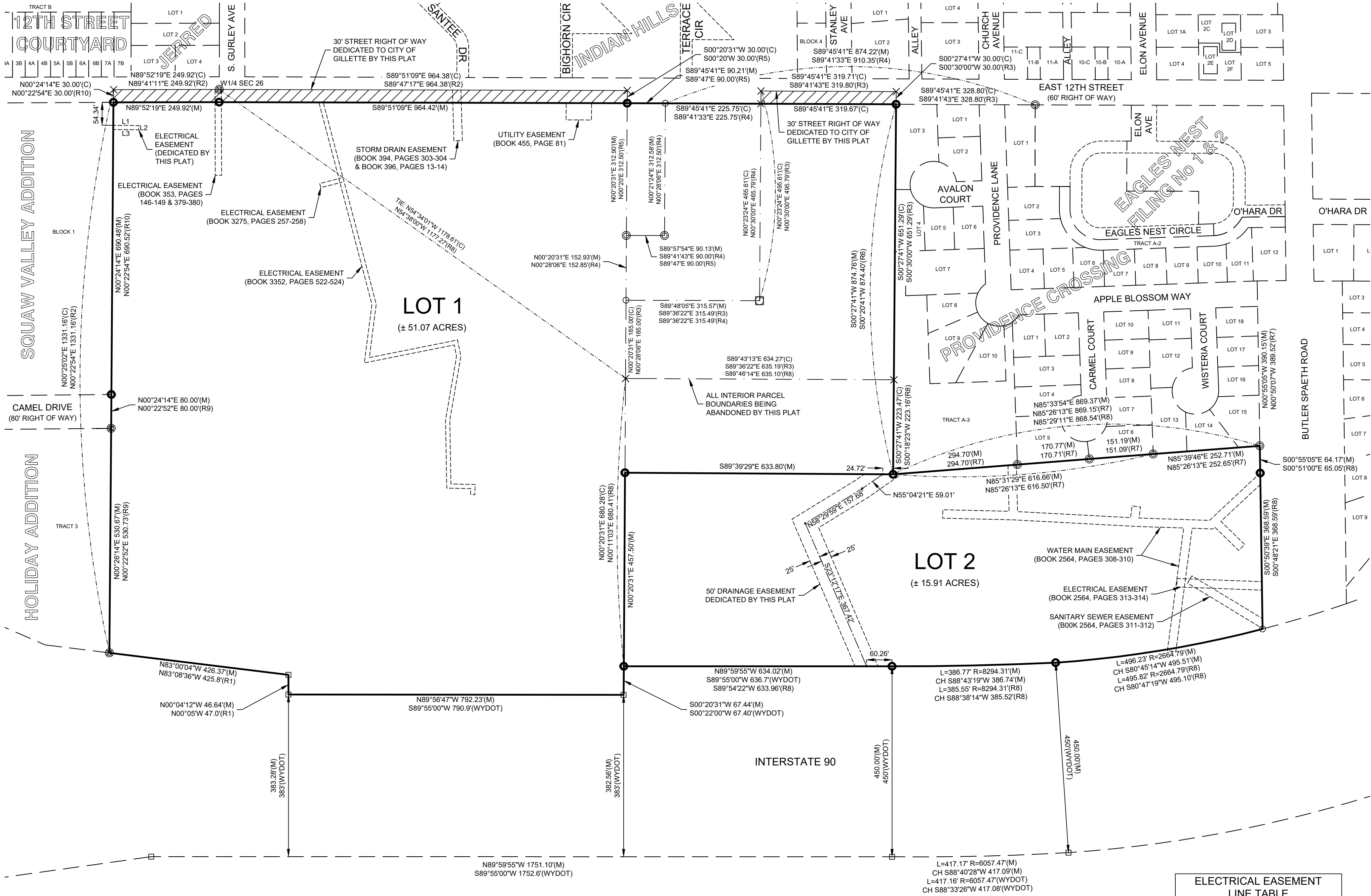
A CERTIFICATE OF APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION, AS FOLLOWS:

THE PLAT APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION
THIS ____ DAY OF _____, 2026,

CHAIRMAN

SECRETARY

LOCATED WITHIN THE SW1/4 SEC. 26 & SE1/4 SEC. 27, T50N, R72W, 6TH P.M.
CAMPBELL COUNTY, WYOMING



VICINITY MAP

1" = 1,000'

SUBDIVISION SUMMARY:

TOTAL AREA: 66.98 ACRES
TOTAL BLOCKS: 1 BLOCK
TOTAL LOTS: 2 LOTS
ZONING: OFFICE & INSTITUTIONAL (C-O)
RIGHT OF WAY: 0.0 ACRES
FLOOD PLAIN DESIGNATION: "ZONE X";
FIRM MAP #56005C1461D & #56005C1463D.
EFFECT DATE JANUARY 2, 2008

LEGEND

- HIGHWAY MONUMENT - FOUND
- 2" ALUMINUM CAP - FOUND
- 2" ALUMINUM CAP - SET
- ⊗ IRON PIPE - FOUND
- 5/8" REBAR - FOUND
- PLASTIC CAP - FOUND
- × NOTHING FOUND OR SET
- PROPERTY BOUNDARY
- - - PROPERTY BOUNDARY INTERIOR (BEING ABANDONED)
- - - PROPERTY BOUNDARY ADJACENT
- - - PROPERTY EASEMENT
- (R1) QUITCLAIM DEED (BOOK 249, PAGES 106-107)
- (R2) WARRANTY DEED (BOOK 337, PAGES 380-381)
- (R3) WARRANTY DEED (BOOK 902, PAGES 294-295)
- (R4) WARRANTY DEED (BOOK 2732, PAGE 206)
- (R5) WARRANTY DEED (BOOK 2732, PAGE 208)
- (R6) PLAT - PROVIDENCE CROSSING FILING II (BOOK 7, PAGE 219)
- (R7) PLAT - PROVIDENCE CROSSING FILING III (BOOK 8, PAGES 33-44)
- (R8) PLAT - HILLCREST SCHOOL ADDITION (BOOK 8, PAGE 215)
- (R9) PLAT - RESUBDIVISION OF HOLIDAY ADDITION (BOOK 2, PAGE 92)
- (R10) PLAT - SQUAW VALLEY ADDITION (BOOK 1, PAGE 189)
- (WYDOT) WYDOT DOCUMENTS
- (M) MEASURED
- (C) CALCULATED

GENERAL NOTES

- GRID COORDINATES ARE U.S. SURVEY FEET REFERENCED TO THE WYOMING STATE PLANE COORDINATE SYSTEM NAD 1983 (EAST ZONE) WITH A DATUM ADJUSTMENT FACTOR OF 1.0002691624.
- BASIS OF CONTROL IS THE CITY OF GILLETTE VERTICAL CONTROL NETWORK MONUMENT 26 (N1378573.00, E572794.20; LAT. 44°16'57.1049"N, LONG. 105°29'06.12104"W).
- BASIS OF BEARING IS GEODETIC NORTH.
- A COMMITMENT FOR TITLE INSURANCE WAS PREPARED BY TOWNSQUARE TITLE OF WYOMING, LLC ON JULY 24, 2025.

PREPARED FOR:

CAMPBELL COUNTY SCHOOL DISTRICT No. 1
1000 WEST EIGHTH STREET
GILLETTE, WY 82717

PREPARED BY:



FINAL PLAT OF

CAMPBELL COUNTY HIGH SCHOOL SUBDIVISION

A SUBDIVISION OF HILLCREST SCHOOL ADDITION ANNEXATION, GLEN BODEN ADDITION ANNEXATION, WOOD ANNEXATION, CAMPBELL COUNTY HIGH SCHOOL EAST PARKING AREA ANNEXATION, & PORTION OF THE PARCEL WITHIN W1/2SW1/4 SEC 26 & E1/2SE1/4 SEC. 27, T50N, R72W, 6TH P.M. DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 337 ON PAGES 380-381

LOCATED WITHIN THE SW1/4 SEC. 26 & SE1/4 SEC. 27, T50N, R72W, 6TH P.M.
CAMPBELL COUNTY, WYOMING

(CONTAINING 66.98 ACRES, MORE OR LESS)

SHEET 1 OF 1

PL2025-0053 | Minor Subdivision | 1000 Camel Drive

Planning Requirements

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

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ February 10, 2026 ~ 5:15 pm

PRESENT

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

Commission Members Absent: None

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

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 Lance Walker to approve the meeting minutes of January 27, 2026. Ian Scott seconded the motion. Motion carried 7/0.

Case No.
PL2025-0052 –
ZONING MAP
AMENDMENT –
4303 Chancery
Lane

The applicants seek to amend the Zoning Map to rezone 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, & 4405 Chancery Ln, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District. The petition was also signed by the owner for 105 Huntington Dr although 105 Huntington Dr was not eligible to be rezoned with this petition. The lot is not contiguous to the other lots in the proposed rezone and would not meet the minimum district size requirement. Additionally 105 Huntington Dr is zoned R-2, Two Family Residential District.

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

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

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

Staff recognizes that the proposed rezone serves to “correct an obvious error or oversight in the regulations” for both the included residential lots and the golf course parcel.

Bell Knob Golf Course is a large tract of unplatted land, described in a record of survey filed with the County Clerk's Office as one parcel. All but 14.93 acres of the 456.7-acre parcel are zoned R-1, Single Family Residential District. The remaining 14.93 acres are zoned R-R, Rural Residential District. Per the City Subdivision Regulations, parcels are required to lie within a single zoning district. Additionally, a “Golf Course” is an allowed use in an R-1 District, but is not an allowed use in an R-R District.

Furthermore, when staff researched how the parcel came to lie within two zoning districts, staff was unable to find documentation as to how the 14.93 acres were zoned as R-R District, leading staff to believe that the zoning map may be in error. Per the City Zoning Ordinance, the Zoning Map is a regulatory document and requires Planning Commission review and City Council approval for all changes, including correcting errors. For these reasons, the approval of the proposed rezone would serve to correct an obvious error in the zoning map.

The 2025 Comprehensive Plan Future Land Use Map identifies the residential lots as Complete Suburban Living and the Bell Knob Golf Course parcel as Civic Use. The proposed rezone would be consistent with the Future Land Use Map.

Shannon Stefanick, City Planner, said the Planning Division received many calls on the case and were all general inquiries only with no objections.

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

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

Case No.
PL2025-0053 –
MINOR
SUBDIVISION –
1000 Camel Drive

The applicant seeks to plat the sites of Campbell County High School and Hillcrest Elementary School. Proposed Lot 1 is 51.07 acres and contains Campbell County High School which includes the school, football/soccer/track fields, tennis courts, a vocational tech building, and all associated parking for the above-mentioned activities. Lot 2 is 15.91 acres and contains Hillcrest Elementary School which includes the school, playground, field, and all associated parking for the above-mentioned activities. The lots are zoned C-O, Office and Institution District. Within the C-O district, the minimum lot size is 7,000 sq. ft and a minimum lot width of 50 ft. at the front setback line; both proposed lots meet these requirements.

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.

Meredith Duvall, City Planning Manager, said the Planning Division received no calls on the case.

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

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

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said the next meeting will be February 24, 2026, and the meeting for March 10, 2026, will be canceled.

ADJOURNMENT The meeting was adjourned at 5:24 pm

Minutes prepared by Jill McCarty, Administrative Coordinator.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration of an Extension of Non-Operational Status for Retail Liquor License RTL-32, for DA Peterson & Associates, LLC d.b.a. Gillette Travel Center through March 2026.

SUGGESTED ACTION:

I move to approve the Extension of Non-Operational Status for Retail Liquor License RTL-32, for DA Peterson & Associates, LLC d.b.a. Gillette Travel Center through March 2026

CASE BACKGROUND:

Annexation Approval: The Gillette City Council approved the annexation of the property on May 21, 2024.

Liquor License Extension: Following a Public Hearing on October 1, 2024, the Council authorized extending the expiration of the prior County retail liquor license held by DA Peterson & Associates, LLC (dba Gillette Travel Center). The expiration date was moved from February 6, 2025, to March 31, 2025, aligning it with all other city liquor licenses.

Non-Operational Status: The license has remained non-operational for two years during ongoing construction. While Wyoming State Statute limits non-operational status to one year, the governing body has the authority to grant extensions.

Renewal and Opening: Pending approval, the license will be renewed as non-operational until construction is complete. The Gillette Travel Center, located at 200 N. Garner Lake Road, currently has a projected opening date of March 2026.

STAFF REFERENCE:

Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

[Extension Request](#)



D A PETERSON COMPANY LLC

COMMERCIAL PROPERTY DEVELOPMENT AND MANAGEMENT

406 10th St WEST LEMMON,
SD 57638

Office: 605-374-7091

Fax: 605-374-5383

Email: dapetersoncompanies@gmail.com

City Clerk

City of Gillette

201 E. 5th St

Gillette, WY 82716

Gillette Travel Center, LLC Liquor License

December 16, 2025

Gentleman,

It is our understanding that according to Wyoming State statute regarding liquor licensing, it can be in an Non-Operational status for up to a year. Said status is drawing to an end for the Gillette Travel Center, LLC.

Due to some unforeseen delays in Engineering, State and City compliances our original opening date of July 2025 has been extended to March 2026. Therefore, we are respectfully asking for an extension regarding the Gillette Travel Center, LLC's liquor license.

Thank you for your consideration in this matter.

Sincerely,

Douglas Peterson, President

D A Peterson Company, LLC



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

A Public Hearing to Consider the Renewal of Retail, Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Resort Licenses, and a Special Malt Beverage Permit, for the 2026-2027 Liquor Licensing Period.

ATTACHMENTS:

[Public Hearing Notice 2026](#)

PUBLIC HEARING NOTICE		
Notice of Application for License/Permit Renewals of Retail, Restaurant, Bar & Grill, Winery, Special Malt Beverage, Resort, Limited Club, and Microbrewery. Notice is hereby given that the following establishments have filed an application to renew their liquor license/permit.		
RETAIL LICENSES		RESTAURANT LICENSES
307 Horse Racing, LLC, d.b.a. 307 Horse Racing		Albertanos Gillette, LLC, d.b.a. Albertanos Mexican Food
AB Gillette WY, LLC, d.b.a. Applebee's Neighborhood Grill & Bar		American Pizza Partners, LP, d.b.a. Pizza Hut
Absolute, LLC, d.b.a. Legends		Bagnavilla, LLC, d.b.a. The Coop
Albertsons, LLC, d.b.a. Albertsons #67		Compadres, LLC, d.b.a. Los Compadres
Bar & Liquor, LLC, d.b.a. Grinners / The Axe House / Coffee Beanery		Flores LLC, d.b.a. Cinco de Mayo
Big D Oil Company, d.b.a. Big D #35		Frida's House, LLC, d.b.a. Frida's House Mexican Food
Big D Oil Company, d.b.a. Big D #36		G&W Shigoo Inc. d.b.a. Great Wall Restaurant
Big D Oil Company, d.b.a. Big D #59		IBLA, LLC, d.b.a. Armandos Taco & Pasta Shop
Cadillac Operations LLC, d.b.a. TLC Liquors		Mona's Café, LLC, d.b.a. Mona's Café
CBH Cooperative, d.b.a. Travel Plaza		Powder River BBQ, LLC, d.b.a. Dickey's Barbecue
Center Bar, Inc., d.b.a. Center Bar		Prairie Jewelry LLC, d.b.a. 1892 Wine & Tapas Bar
Creative Liquors, LLC, d.b.a. Creative Beverages		QPot Korea BBQ and Hot Pot Inc., d.b.a. Qpot Korea BBQ and Hot Pot
D & D Enterprises, Inc., d.b.a. Camelanos Silver Bullet		Sherpa Indian Grill Inc., d.b.a. Sherpa Indian Kitchen
D A Peterson & Associates, LLC, d.b.a. Gillette Travel Center		Wing Lee, LLC, d.b.a. Great Hong Kong
East Side Liquors, Inc., d.b.a. East Side Liquors		BAR & GRILL LICENSES
Fireside Enterprises, LLC, d.b.a. Fireside Lounge		FRG Gillette, LLC, d.b.a. Wyoming's Rib & Chop
Gillette Entertainment, LLC, d.b.a. National 9 Inn Sundance Lounge		Golf Zone LLC d.b.a Golf Zone
Gillette Rail Yard, LLC, d.b.a. Rail Yard		H&H Cuisine, Inc, d.b.a. Ruby Tuesday
Good Times Liquors & Lounge, LLC, d.b.a. Good Times Liquor & Lounge		Olas Tulum Seafood Bar and Grill LP d.b.a. Olas Tulum Seafood Bar and Grill
Lakeside Partners, LLC, d.b.a. Lakeside Liquor and Lounge		Rodel, LLC, d.b.a. Las Margaritas
LMM Enterprises, LLC, d.b.a. Montgomery Bar		Screamin' Hot Wyoming, LLC, d.b.a. Buffalo Wild Wings
Maverik, Inc., d.b.a. Maverik #476		Wyoming Horse Racing LLC, d.b.a. Horse Palace
Maverik, Inc., d.b.a. Maverik #738		WINERY PERMIT
OC Gillette, LLC, d.b.a. Old Chicago Restaurant		Big Lost Meadery, LLC, d.b.a. Big Lost Meadery
Pizza Carrello, LLC, d.b.a. Pizza Carrello		SPECIAL MALT BEVERAGE PERMIT
Pokey's Barbeque & Smokehouse, Inc., d.b.a. Pokey's BBQ & Smokehouse		Gillette Junior Hockey, LLC, d.b.a. Gillette Junior Hockey
Prime Rib, Inc., d.b.a. Prime Rib Restaurant		LIMITED CLUB LICENSES
Sappor Gillette, Inc., d.b.a. Sappor Sushi Hibachi		American Legion #42, d.b.a. American Legion #42
White Pony, Inc., d.b.a. Humphrey's Bar & Grill		Campbell County Parks & Rec Board, d.b.a. Bell Nob Club House
WI Investments LLC, d.b.a. Other Side Bar & Grill		Eagles FO #2711, d.b.a. Eagles FOE #2711
Wyoming Downs OTB 7, LLC, d.b.a. Wyoming Downs OTB 7		Gillette Elks Lodge #2825, d.b.a. Gillette Elks Lodge #2825
Wyoming Downs OTB 11, LLC, d.b.a. Wyoming Downs OTB 11		Gillette Golf & Country Club, Inc., d.b.a. Gillette Golf & Country Club
RESORT LICENSES		MICROBREWERY
LOF Gillette, LLC, d.b.a. Red Lion Hotel Gillette		Big Lost Meadery, LLC, d.b.a. Big Lost Meadery
M. Farid & Bibi Israr Khan, d.b.a. Tower West Lodge		
And protests, if any there be, against the renewal of these licenses and/or permits will be heard on Tuesday, February 17, 2026, at 6:00 p.m., or as soon thereafter as so ordered by the City Council of Gillette, Wyoming, in the City Council Chambers of the City of Gillette, located at 201 E. 5th St., Gillette, Wyoming. Dated this 20th day of January 2026. - Alicia Allen, City Clerk - Published: February 3 & 10, 2026		



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration of the Renewal of Retail, Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Resort Licenses, and a Special Malt Beverage Permit, for the 2026-2027 Liquor Licensing Period.

SUGGESTED ACTION:

I move to approve the Renewal of Retail, Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Resort Licenses, and a Special Malt Beverage Permit, for the 2026-2027 Liquor Licensing Period.

CASE BACKGROUND:

Liquor license and permit holders are required to renew their respective licenses/permits annually. All applications have been submitted to the Wyoming Liquor Division. The public hearing notice was published for two (2) consecutive weeks on February 3, 2026, and February 10, 2026, and published on the Clerk's Webpage.

2026-2027 RENEWAL APPLICATION SUMMARY:

(Total of 63 applications) 32 Retail; 14 Restaurant; 7 Bar & Grill; 2 Resort; 5 Limited Club; 1 Microbrewery; 1 Winery; and 1 Special Malt Beverage Permit.

Notes: Gillette currently has 7 Bar & Grill licenses available. No retail licenses are available at this time. Encanto LLC d.b.a. Encanto Restaurant and Bar did not renew their license this year.

STAFF REFERENCE:

Jennifer Toscana, Public Affairs Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

A Public Hearing to Allow Persons Under the Age of Twenty-One (21) Years to Enter or Remain in a Microbrewery or Winery Licensed Building for the Liquor Licensing Period April 1, 2026 to March 31, 2027.

CASE BACKGROUND:

Per Gillette City Code 3-32 (a), 3-33 (a), 3-34 (a), and 3-35 (a), (applicable to Microbrewery, Winery, Satellite Manufacturer Brewery, and Satellite Manufacturer Winery): "After proper notice and public Hearing and with the approval of the Governing Body, persons under the age of twenty-one (21) years may enter or remain in the licensed building until the hour of 2:00 A.M."

Big Lost Meadery, a licensed microbrewery and winery, is requesting permission to allow individuals under the age of twenty-one (21) to enter or remain in their licensed establishment beyond the usual limitations during the upcoming liquor licensing period, from April 1, 2026, to March 31, 2027. This request is made annually to enable families to tour the microbrewery and mead manufacturing sites.

ATTACHMENTS:

[Public Hearing Notice-Persons Under 21 in Microbrewery](#)

PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the City Council of Gillette, Wyoming at 6:00 p.m., February 17, 2026 in the City Council Chambers of the City of Gillette located at 201 East Fifth Street, Gillette, Wyoming; to consider whether persons under the age of 21 years may enter and/or remain in a licensed building with a microbrewery and winery permit for the licensing period ending March 31, 2027. Protests, if any, will be heard during the public hearing.

Dated this 20th day of January 2026


Alicia Allen, City Clerk

Publish: February 3, 2026
February 10, 2026



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration to Allow Persons Under the Age of Twenty-One (21) Years to Enter or Remain in a Microbrewery or Winery Licensed Building for the Liquor Licensing Period April 1, 2026 to March 31, 2027.

SUGGESTED ACTION:

I move to Allow Persons Under the Age of Twenty-One (21) Years to Enter or Remain in a Microbrewery or Winery Licensed Building for the Liquor Licensing Period April 1, 2026 to March 31, 2027.

CASE BACKGROUND:

Per Gillette City Code 3-32 (a), 3-33 (a), 3-34 (a), and 3-35 (a), (applicable to Microbrewery, Winery, Satellite Manufacturer Brewery, and Satellite Manufacturer Winery): "After proper notice and public Hearing and with the approval of the Governing Body, persons under the age of twenty-one (21) years may enter or remain in the licensed building until the hour of 2:00 A.M."

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STAFF REFERENCE:

Jennifer Toscana, Public Affairs Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

A Public Hearing for the Transfer of Ownership of Retail Liquor License No. RTL-24, from AB Gillette WY LLC d.b.a. Applebee's Neighborhood Grill & Bar to Big D Oil Company d.b.a. Big D #39, and Transfer of Location of said Retail Liquor License from 1927 Cliff Davis Dr. to 111 N Hwy 14-16, effective April 1, 2026.

ATTACHMENTS:

[Public Hearing Notice](#)

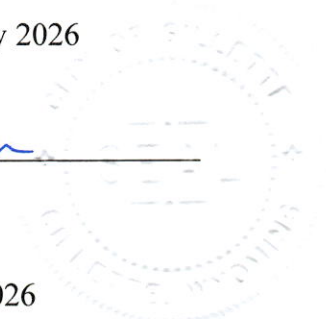
NOTICE OF APPLICATION FOR TRANSFER OF OWNERSHIP AND TRANSFER
OF LOCATION OF A RETAIL LIQUOR LICENSE

Notice is hereby given that on the 13th day of January 2026, Big D Oil Company filed an application for the transfer of ownership and location of Retail Liquor License No. RTL-24 in the office of the City Clerk of the City of Gillette to the following described place, 111 N Hwy, 14-16, Gillette, WY 82716. Protests if any there be against the approval will be heard at the hour of 6:00 p.m., February 17, 2026, or as soon thereafter as so ordered by the City Council of Gillette, Wyoming, in the City Council Chambers of the City of Gillette, located at 201 East 5th Street, Gillette, Wyoming.

Dated this 19th day of January 2026



Alicia Allen, City Clerk



Publish: February 3, 2026
 February 10, 2026



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration of the Transfer of Ownership of Retail Liquor License No. RTL-24, from AB Gillette WY LLC d.b.a. Applebee's Neighborhood Grill & Bar to Big D Oil Company d.b.a. Big D #39, and Transfer of Location of said Retail Liquor License from 1927 Cliff Davis Dr. to 111 N Hwy 14-16, effective April 1, 2026.

SUGGESTED ACTION:

I move to approve the Transfer of Ownership of Retail Liquor License No. RTL-24, from AB Gillette WY LLC d.b.a. Applebee's Neighborhood Grill & Bar to Big D Oil Company d.b.a. Big D #39, and Transfer of Location of said Retail Liquor License from 1927 Cliff Davis Dr. to 111 N Hwy 14-16, effective April 1, 2026.

CASE BACKGROUND:

Big D Oil Company is requesting the transfer of a Retail Liquor License, as well as the location of the license, currently held by AB Gillette WY LLC d.b.a. Applebee's Neighborhood Grill. The completed application and correlating documents were reviewed by the Clerk's Office and submitted to the Wyoming Liquor Division, who accepted the application as complete. A Public Hearing Notice was published in the Gillette News Record on February 3rd and 10th, and published on the Clerk's webpage.

If approved, the license will transfer and take effect beginning on April 1, 2026, and will expire on March 31, 2027, in conjunction with all other Gillette Liquor Licenses.

STAFF REFERENCE:

Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

[Application](#)
[Transfer Letter](#)
[Store Layout](#)
[Hypothecation Form](#)

NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY

Customer #:		
Transf. from:		
1 st Reviewer:		/ /
2 nd Reviewer:		/ /

CLERK SECTION: Completed by City / Town / County Clerk		Local License # <u>RTL-24</u>	
Filing In Jurisdiction:		Date filed with clerk: <u>1 / 13 / 2024</u>	
☒ CITY or TOWN OF: <u>Gillette</u>		Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing) <u>2 / 3 / 26 & 2 / 10 / 26</u>	
☐ COUNTY OF: _____		Public Hearing Date: <u>2 / 17 / 26</u>	
Fees		Publishing Fee: \$ <u>90.00</u>	
Annual License Fee: \$ _____		Publishing Fee Direct Billed to Applicant: ☐	
Prorated License Fee: \$ _____			
Transfer Fee: \$ <u>100.00</u>			
License Term: <u>4</u> / <u>1</u> / <u>26</u> Through <u>3</u> / <u>31</u> / <u>27</u>			
Month Day Year		Month Day Year	
Licensing Authority Clerk: BEGIN ADVERTISING PROMPTLY! PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION. NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.			
SECTION 1: APPLICANT & LOCATION INFORMATION			
Applicant (Business Name): <u>Big D Oil Company</u>			
Doing Business As (DBA) / Trade Name: <u>Big D #39</u>			
Building to be licensed / Building Address: <u>111 N Highway 14/16</u>			
(Address Number, and Suite or Unit Number, and Street or Road Name)			
<u>Gillette WY 82716 Campbell</u>			
City State Zip County			
Local Mailing Address: <u>PO Box 1378</u>			
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)			
<u>Rapid City SD 57709 Pennington</u>			
City State Zip County			
Business Telephone Number: <u>(307) 686-1302</u> Fax Number: _____			
Business E-Mail Address: <u>gillettearea@gmail.com</u>			
Business Primary Contact: <u>Joann</u> <u>Robertson</u>			
First Name Last Name			
SECTION 2: FILING AS (CHOOSE ONLY ONE)			
☐ INDIVIDUAL ☐ GENERAL PARTNERSHIP ☐ LP ☐ LLP ☐ LLLP ☐ LLC ☐ LC ☒ CORPORATION (INC)			
☐ NON-PROFIT CORPORATION (NCORP) ☐ POLITICAL SUBDIVISION ☐ ORGANIZATION ☐ OTHER _____			
SECTION 3: FILING FOR (CHOOSE ONLY ONE)			
☐ NEW LICENSE OR PERMIT ☐ RENEWAL OF LICENSE OR PERMIT			
☐ TRANSFER OF LOCATION ☐ TRANSFER OF OWNERSHIP* ☒ TRANSFER OF OWNERSHIP* and LOCATION			
*For a Transfer of Ownership: Attach a Form of Assignment Formerly Held by: <u>AB Gillette WY LLC</u>			
SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)			
(a) Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales			
☒ RETAIL LIQUOR LICENSE ☐ COUNTY MALT BEVERAGE PERMIT ☐ MICROBREWERY PERMIT			
☐ WINERY PERMIT ☐ WINERY SATELLITE PERMIT ☐ MANUFACTURER SATELLITE PERMIT			
(i) Primary Business Type (CHOOSE ONLY ONE) (W.S. 12-6-101(c)(vi))			
☐ ON-PREMISE: BAR ☒ OFF-PREMISE: PACKAGE STORE ☐ ON & OFF PREMISE: BAR & PACKAGE STORE			
(b) Licenses and Permits Authorized for ONLY On-Premise Sales			
☐ RESTAURANT LIQUOR LICENSE ☐ BAR AND GRILL LIQUOR LICENSE ☐ SPECIAL MALT BEVERAGE PERMIT			
☐ RESORT LIQUOR LICENSE ☐ RESORT HOTEL LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE-SKI RESORT			
LIMITED RETAIL LIQUOR LICENSE (CLUB) ☐ GOLF CLUB ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ SOCIAL CLUB			
SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)			
☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv)) ☐ GOLF CLUB (W.S. 12-5-201(f)) ☐ GUEST RANCH (W.S. 12-5-201(f))			
☐ Other: _____			
SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(a)(i)(B) / 12-2-301(c) / 12-4-103(a)(iv)) and to assist the Liquor Division with Scheduling Inspections			
☐ SEASONAL			
☐ NON-OPERATIONAL / PARKED			
MONTHS OF OPERATION:		from <u>6am</u> to <u>10 PM</u> ☒ All Year (Jan-Dec)	
DAYS OF WEEK OF OPERATION:		from <u>6am</u> to <u>10 PM</u> ☒ Every Day (Mon-Sun)	
HOURS OF OPERATION:		from <u>6am</u> to <u>10 PM</u> ☐ 24 Hours a Day	

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant OWNS the licensed building. ☒ YES (own)
- (b) The Applicant LEASES the licensed building. ☐ YES (lease)

If the building is leased, attach a copy of the lease agreement and complete (i) through (iii) below:

- (i) The lease term expiration date is: ____/____/____; or, ☐ Does not expire / Automatically Renews.

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

- (ii) The lease term information is located on page(s) _____ paragraph(s) _____.
- (iii) Sales provision for alcoholic or malt beverages: located, on page(s) _____ paragraph(s) _____.

Note: The lease MUST contain a provision specifically allowing the SALE OF ALCOHOLIC or MALT BEVERAGES.

- (c) RENEWAL ONLY: The lease is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (i) If NO to (c), attach a copy of the current lease agreement and complete 1.(b), (i) through (iii)

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO
- (b) If the answer was YES to 2(a) above, attach a written explanation and copies of any documents in connection therewith.

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

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

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

QUESTIONS 4-16 AND SIGNATURE PAGE: COMPLETED BY THE APPLICANT AS APPLICABLE**4. RETAIL LIQUOR LICENSE-COMMERCIAL-SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)**

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
- (i) If YES, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO
- (ii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iii) If NO to (a) (i), attach a copy of the current contract or subcontract.

5. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO**6. RESTAURANT LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-407(a) / W.S. 12-4-408**

- (a) Gross sales figures and percentages of income derived from:
- | | | |
|------------------------|----------|---------|
| (Line 1) Liquor Sales: | \$ _____ | (____%) |
| (Line 2) Food Sales: | \$ _____ | (____%) |
| (Line 3) Gross Sales: | \$ _____ | (____%) |
- (Line 1 + Line 2 must = Line 3)

7. BAR AND GRILL LICENSE LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(i),(k)

- (a) Gross sales figures and percentages of income derived from:
- | | | |
|-------------------------------|----------|---------|
| (Line 1) Liquor Sales: | \$ _____ | (____%) |
| (Line 2) Food Sales: | \$ _____ | (____%) |
| (Line 3) Entertainment Sales: | \$ _____ | (____%) |
| (Line 4) Gross Sales: | \$ _____ | (____%) |
- (Line 1 + Line 2 + Line 3 must = Line 4)

8. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-405

Does the resort complex:

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

9. RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-405

Does the resort hotel:

- (a) Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars (\$5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i) ☐ YES ☐ NO
- (b) Include a full-service restaurant? W.S. 12-4-416(b)(ii) ☐ YES ☐ NO
- (c) Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii) ☐ YES ☐ NO
- (d) Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv) ☐ YES ☐ NO
- (e) Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v) ☐ YES ☐ NO
- (f) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
- (g) If YES to (f), attach a copy of the contract or subcontract.
- (ii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iii) If NO to (f) (ii), attach a copy of the current contract or subcontract.

10. MICROBREWERY PERMIT: W.S. 12-2-201(a)

WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

- (a) Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO
- If YES to (a); contact the Wyoming Liquor Division for further information.
- RENEWAL ONLY: PRODUCTION REQUIREMENTS: W.S. 12-1-101(a)(ix)
- (b) Malt Beverage Production
- Minimum barrel production required for the current license term: 50.00
- (i) Barrels produced to date for the current license term: _____
- (ii) Variance: _____
- (c) Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) by the end of the current license term as required by law? ☐ YES ☐ NO
- (f) If NO to (c), attach a written explanation.

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(e)(iii)(B)

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

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

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

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

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
- (i) Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
- (ii) If YES, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO
- (iii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iv) If NO to (c) (iii), attach a copy of the current contract or subcontract.

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

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

15. For Applicants Filing As: Individual, General Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

16. For Applicants Filing As: Corporation (INC), Limited Company (LC), Limited Liability Company (LLC), Limited Liability Partnership (LLP) or Limited Partnership (LP): W.S. 12-4-102(a)(iv) & (v)

- (a) Is the Applicant Registered and Active with the Wyoming Secretary of State as required per W.S. 12-4-103(a)(x) or as otherwise required by Wyoming state laws? ☐ YES ☐ NO ☐ NOT APPLICABLE

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Donald Policky	3-3-67	8280 Highland Loop 605 RC SD 57702	390-9566	32	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

- ☒ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☒ If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- ☒ A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- ☒ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☒ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☒ If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)
- ☒ If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- ☒ If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

FILING FOR: RENEWAL

- ☒ A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)
- ☒ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☒ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION W.S. 12-4-102(b)

Requires signatures by:

ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or ONE (1) Officer or Director, or Member of an Organization or Association.

Any individual who signs the application must also be listed on Question 15 or Question 16 as applicable or additional documentation must be provided confirming legal authority to sign the application on behalf of the Applicant.

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF South Dakota)
COUNTY OF Pennington)

Signed and sworn to before me on this 9th day of January, 2022 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>[Signature]</u> (Signature)	<u>Don Policky</u> (Printed Name)	<u>President</u> Title
2)	_____ (Signature)	_____ (Printed Name)	_____ Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

[Signature]
Signature of Notary Public

(SEAL)



My commission expires: 12/4/29

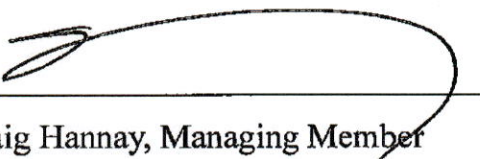
December 9, 2025

Re: AB Gillette WY, LLC dba Applebee's Neighborhood Grill & Bar

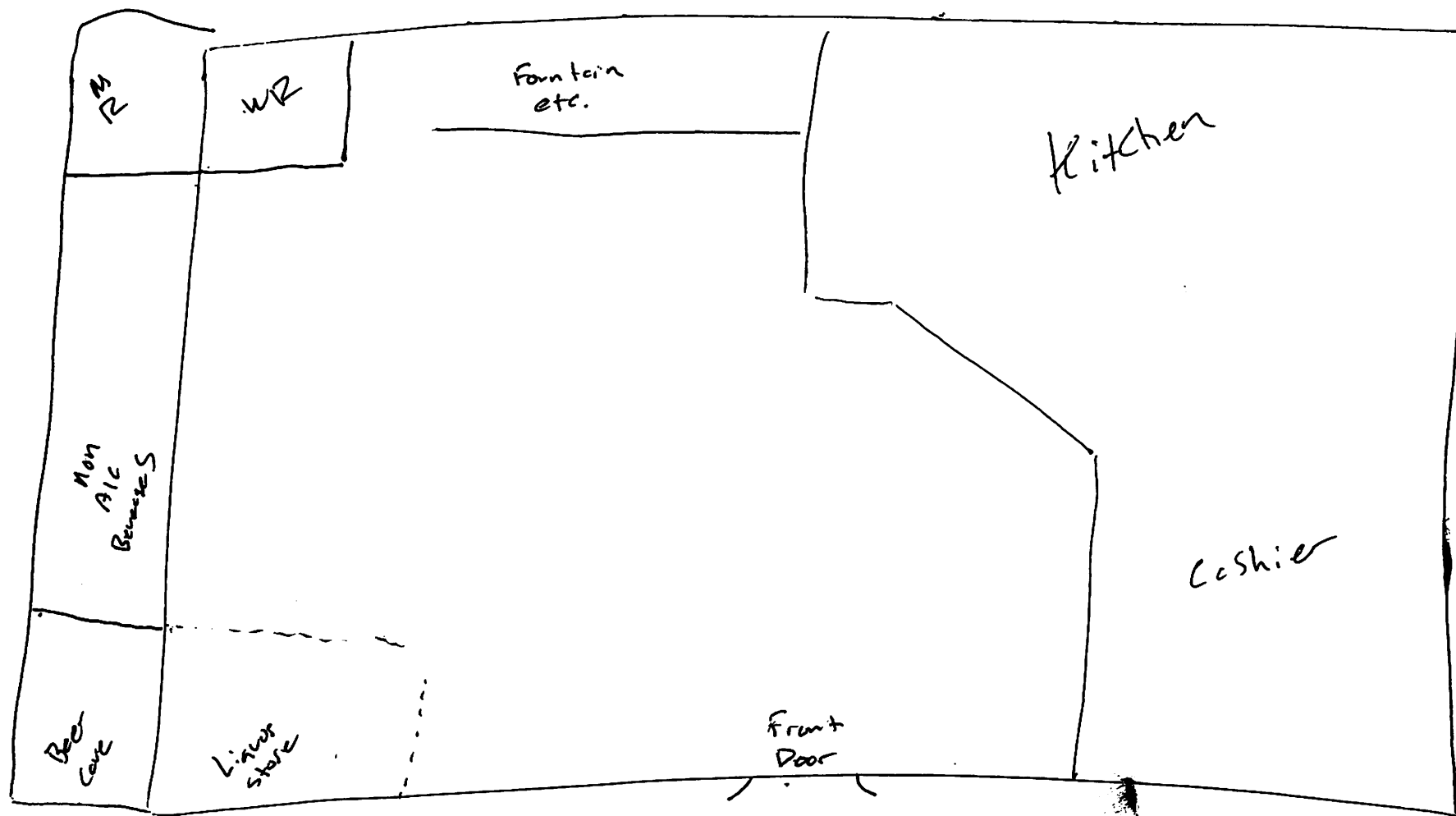
Dear City Council:

I Craig Hannay, Managing Member/President of AB Gillette WY, LLC dba Applebee's Neighborhood Grill & Bar authorize the transfer of liquor license #RTL-24 from AB Gillette WY, LLC dba Applebee's Neighborhood Grill & Bar to Big D Oil Company dba Big D #39 upon the approval of your Council.

Thank you in advance,



Craig Hannay, Managing Member
AB Gillette WY, LLC



- Remove Hiding behind Existing codes
- Add new codes + Beer Cave.

Current License Holder: AB GILLETTE WY LLC License #: RTL-24

City Code §3-17 Pledging or Hypothecating a Retail Liquor License as Collateral.

(a) It is the policy of the City of Gillette and its Governing Body that retail liquor licenses should be made available to those individuals and entities seeking to engage in commerce. It is the experience of the Governing Body, and the history of the City of Gillette, that retail liquor licenses have been pledged and hypothecated as collateral for purposes of both the acquisition of the license itself, and as a means of acquiring a valuable interest for either holding for future use, or as a means of adding a valuable asset to a business for purposes of its own financial balance sheets. Such action, in the determination of the City of Gillette is contrary to the interests of the community.

(b) Liquor licenses are not assignable; therefore, the Council will not renew or transfer a retail liquor license to any person or entity asserting an interest in any license by virtue of a security interest, lease, or other financial obligation, without the approval of the City Council.

Is the retail liquor license currently held by AB GILLETTE WY LLC, pledged or hypothecated as collateral for purposes of both the acquisition of the license itself, and as a means of acquiring a valuable interest for either holding for future use, or as a means of adding a valuable asset to a business for purposes of its own financial balance sheets?

YES ☐

NO ☒

Transferor Signature

Date

Transferee Signature

Date

Gillette Police Department



P.O. Box 518
Gillette, WY 82717
Website: www.gillettewy.gov

Administration: (307) 686-5232
Non-Emergency: (307) 682-5155
Administration Fax: (307) 686-0396

Chief of Police
Chuck Deaton

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: Big D Oil Co

Common name (doing business as): Big D #39

Street address: 111 N Highway 14/16 Gillette WY

Phone #: 307-686-1302

Type of license: Retail Limited Restaurant Bar & Grill Delivery

Hours of Operation

Our planned hours of operation are: 6am to 10 pm _____

Last call will be 0 minutes before closing and last service will be 0 minutes before closing.

Format

The premises will be operated as: The store will operate as a convenience store with a restricted liquor sales area. This area will be near connected with the main checkout area so staff can manage customers entering the liquor sales area and theft. The area will have a dedicated Point of Sales system.

Include: Nature of business
Bar
Package Liquor
Restaurant

Regular Events
Happy hour
Live Entertainment

Special Events
Competitions of strength
Sexually oriented entertainment
Other special events

(All outside events require a malt beverage or catering permit.)
Security / Crowd Control / Capacity Limits

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

The official capacity limit for our business is: 30

In order to comply with our capacity limits we shall: Take Regular Headcounts.

We shall maintain peace and order in and around our business by: _____
Following all city statues and calling the police if any issues get beyond our control.

Rules of the establishment shall be enforced by: Store and Regional Management

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of
eighteen to twenty year old servers in restaurants if applicable, our establishment will: _____
Cashiers in Liquor Store will be 21 or older. We will ID all customers and will maintain TIPS
training for Liquor Store Employees..

If you retain full retail license, do you plan on alcohol delivery? Yes or No
What is your operational plan to ensure compliance with state statute if you answered
yes? _____



Signature of License Holder

1/21/2026

Date

Don Policky

Printed Name



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District, per the attached Exhibit.

ATTACHMENTS:

[Public Hearing Notice](#)

PUBLIC HEARING NOTICE

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON FEBRUARY 17TH, 2026, BEGINNING AT 6:00 P.M. IN CITY HALL, 201 EAST FIFTH STREET, TO CONSIDER A REQUEST FOR AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF THE CITY OF GILLETTE, WYOMING FOR LOTS 1-9 OF BLOCK 3, COPPER RIDGE ESTATES PHASE I, AND LOTS 25 & 28 OF BLOCK I, COPPER RIDGE ESTATES PHASE I AND A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 19, AND A PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 30, AND A PORTION OF THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 50, RANGE 72, ALSO KNOWN AS THE BELL KNOB GOLF COURSE, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, AND R-R, RURAL RESIDENTIAL DISTRICT, TO R-1, SINGLE FAMILY RESIDENTIAL DISTRICT.

ANYONE DESIRING FURTHER INFORMATION MAY CONTACT THE DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION, SECOND FLOOR OF CITY HALL, OR CALL 686-5281.

RY MUZZARELLI, P.E.

DEVELOPMENT SERVICES DIRECTOR

DATED: January 28th, 2026

PUBLISH: January 31st, 2026



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 2026

TITLE:

Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District, per the attached Exhibit. (Planning Commission Vote: 6/0/1 Abstention)

SUGGESTED ACTION:

I move to Approve an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District, per the attached Exhibit.

APPLICANT/OWNER:

Tiffany Wood, Owner; Thomas Osborne, Owner; Weston McGregor, Owner; Doug Scarff, Owner; Michah Christensen, Owner; Wyatt Adams, Owner; Sairav Shah, Owner; Greg Rittler, Owner; Joe Fischer, Owner; Sherie Davis, Owner; Campbell County Commissioners, Owner

AGENT:

Mathew Nelson

CASE BACKGROUND:

The applicants seek to amend the Zoning Map to rezone 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, & 4405 Chancery Ln, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District. The petition was also signed by the owner for 105

Huntington Dr although 105 Huntington Dr was not eligible to be rezoned with this petition. The lot is not contiguous to the other lots in the proposed rezone and would not meet the minimum district size requirement. Additionally 105 Huntington Dr is zoned R-2, Two Family Residential District.

The surrounding Zoning Districts are:

North – R-S, Suburban Residential District & R-1, Single Family Residential & R-2, Two Family Residential

East – R-S, Suburban Residential District & R-1, Single Family Residential

South – R-1, Single Family Residential

West – R-S, Suburban Residential District & R-1, Single Family Residential

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

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

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

Staff recognizes that the proposed rezone serves to “correct an obvious error or oversight in the regulations” for both the included residential lots and the golf course parcel. The residential lots in the proposed rezone are zoned R-S, Suburban Residential District. Lots in a R-S District are required to be at least 22,000 square feet, or ½ acre, in size and 125 feet in width. Of the 11 residential lots in the proposed rezone, only 2 meet these code requirements. This trend is also seen throughout the rest of the lots zoned R-S in the Copper Ridge Estates Phase 1 subdivision. This rezone would serve to begin to fix the obvious error in zoning district in the subdivision. Lots in a R-1, Single Family Residential District are required to be at least 6,000 square feet, 0.137 acres, in size and 50 feet in width. All 11 lots would meet the minimum requirements of an R-1 District.

Bell Knob Golf Course is a large tract of unplatted land, described in a record of survey filed with the County Clerk’s Office as one parcel. All but 14.93 acres of the 456.7-acre parcel are zoned R-1, Single Family Residential District. The remaining 14.93 acres are zoned R-R, Rural Residential District. Per the City Subdivision Regulations, parcels are required to lie within a single zoning district. Additionally, a “Golf Course” is an allowed use in an R-1 District, but is not an allowed use in an R-R District. Furthermore, when staff researched how the parcel came to lie within two zoning districts, staff was unable to find documentation as to how the 14.93 acres were zoned as R-R District, leading staff to believe that the zoning map may be in error. Per the City Zoning Ordinance, the Zoning Map is a regulatory document and requires Planning Commission review and City Council approval for all changes, including correcting errors. For these reasons, the approval of the proposed rezone would serve to correct an obvious error in the zoning map.

The 2025 Comprehensive Plan Future Land Use Map identifies the residential lots as Complete Suburban Living and the Bell Knob Golf Course parcel as Civic Use. The proposed rezone would be consistent with the Future Land Use Map.

This case was approved by the Planning Commission during their February 10, 2026, meeting with a vote of 6/0/1 Abstention.

CASE REQUIREMENTS:

There are no case requirements.

STAFF REFERENCE:

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

CASE MANAGER:

Shannon Stefanick, City Planner

ATTACHMENTS:

[Vicinity Map](#)

[Zoning Map](#)

[County Signature to Rezone](#)

[Rezone Signatures](#)

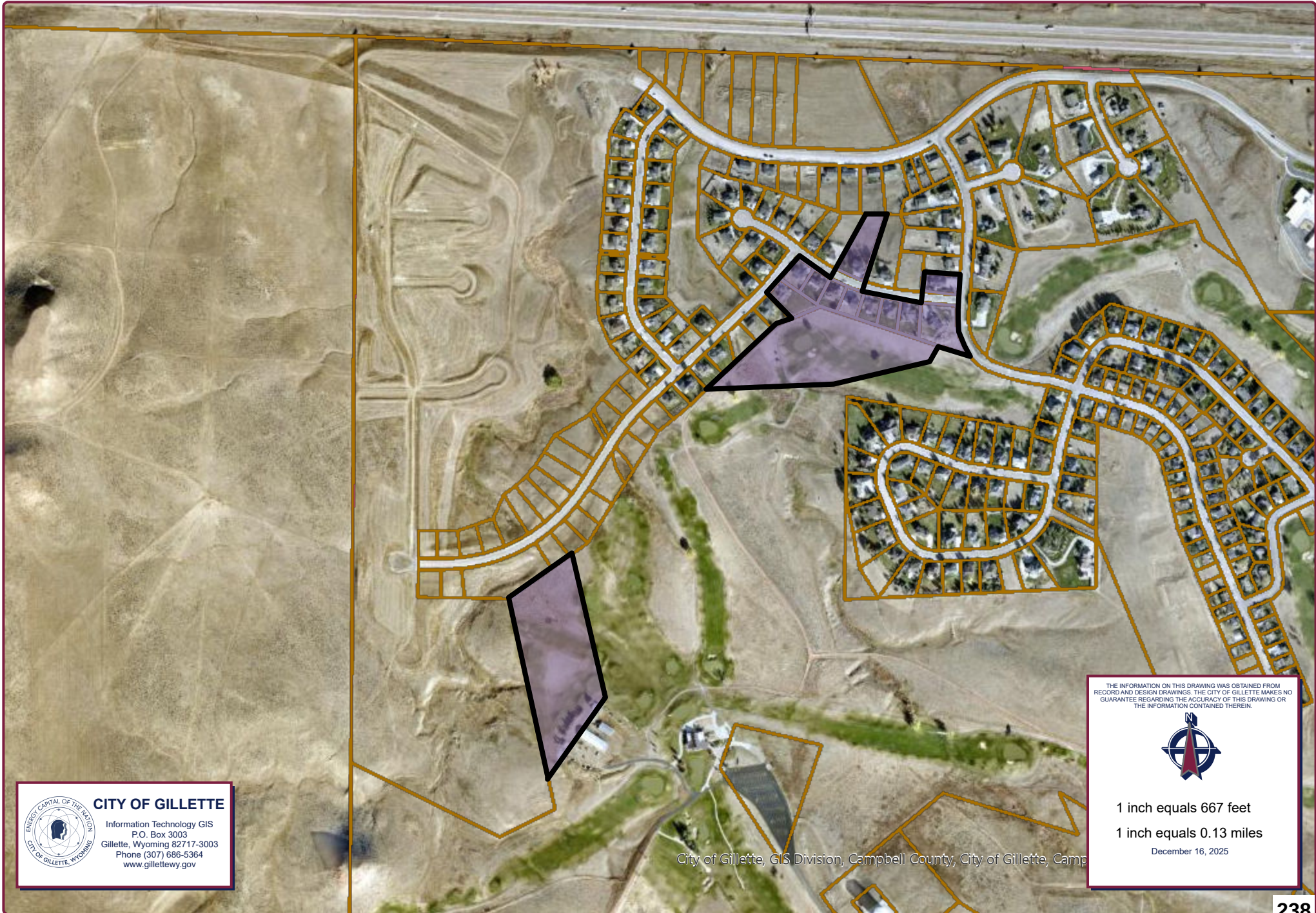
[Ordinance](#)

[Planning Requirements](#)

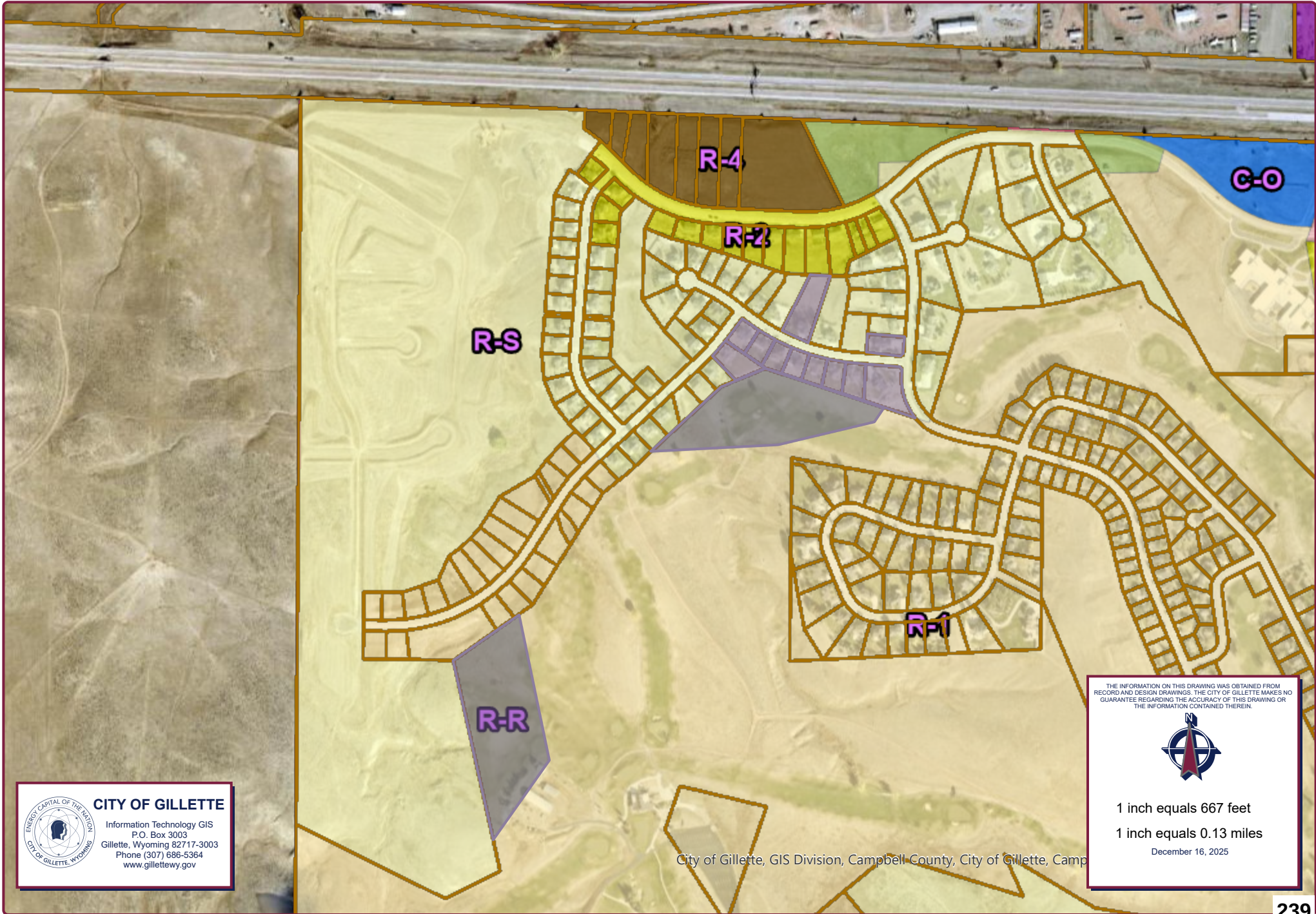
[February 10, 2026 Planning Commission Minutes](#)

[Finding of Facts](#)

Vicinity Map - Rezone to R-1 Highlighted



Zoning Map - Rezone to R-1 in Highlighted in Purple



January 21, 2026

Ms. Shannon Stefanick, City Planner
City of Gillette Development Services
201 E. 5th St.
Gillette WY 82716

Re: City Zoning Map Amendment Case# PL2025-0052 "Copper Ridge Phase I & Bell Nob Golf Course"

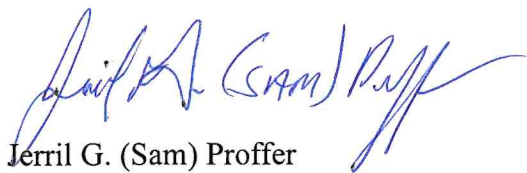
Dear Ms. Stefanick:

This letter is to serve notice to the City of Gillette that the Campbell County Board of Commissioners (Board) voted today, January 21, 2026 to join the petition to rezone those sections of the 456.7-acre Bell Nob Golf Course, County Parcel I.D.# 50722043902300, that are currently zoned 'R-R' to 'R-1'. The Board appointed me as the signatory for this letter to join the petition.

Please refer to the attached Board of Commissioners informational workshop packet for details. Included in that packet is the November 20th, 2025 Campbell County Planning Commission (Commission) meeting agenda verifying unanimous approval by the Commission to recommend joining the petition.

Please let me know if your office needs additional information.

Sincerely,



Jerril G. (Sam) Proffer
Campbell County Planner and Zoning Administrator
307-682-1970

Cc: File, Campbell County Board of County Commissioners, Planning Commission, Public Works
Director Michael Moore

Encs: Board Bell Nob Workshop Packet, City-County Email Correspondence



Memorandum Department of Public Works

TO: Campbell County Board of Commissioners / Workshop Item

CC: Michael Moore, Director of Public Works, Dwayne Dillinger, Director of Parks and Recreation

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: December 29, 2025

SUBJECT: Bell Nob Golf Course Zoning Amendment

Background:

The Bell Nob Golf Course lies within the city limits of Gillette and has two different zoning classifications. One of those zoning classifications is City Zoning 'R-1' which allows golf courses, and the other is 'R-R' which does not allow golf courses. Any potential changes to the golf course that lies within the R-R zoning district would probably have to go to the City of Gillette for approval.

The Planning Division was approached by a private citizen back in November requesting that the County join in a rezoning request to rezone his property and the Bell Nob Golf Course to 'R-1'. To participate, someone from the County must have authority to sign the rezoning request. The request was brought before the Planning Commission on November 20th, 2025, with a recommendation to join the petition to rezone. (Ref. attached Exhibit 'AA' for details.)

Staff Recommendation:

Staff has reviewed the request with City of Gillette Planning staff and with Director of Parks and Recreation Dwayne Dillinger. Upon review, it is staff's opinion that it is in the County's best interest to grant authority to a County representative to sign the petition and joint in the rezoning request.

Exhibits:

- Exhibit 'AA' November 20th, 2025, Planning Commission Meeting File

After determining that there were no further comments, Chairman Averett asked for a motion. Commissioner Stewart made a motion to approve the case, and Vice-Chairman Leu seconded the motion.

Chairman Averett asked Mr. Melinkovich to poll the Commissioners.

Voting was as follows:

Chairman Averett:	Yes
Vice-chairman Leu:	Yes
Commissioner Stewart:	Yes
Motion passed 3-0.	

Exhibit 'AA'
11-20-25 Planning Commission Minutes
and Case File

New Business:

Request to Co-sign a Rezoning Petition for County Properties Within the City Limits of Gillette

Chairman Averett asked Planner and Zoning Administrator Proffer to advise the Commission on the request.

Mr. Proffer explained that the Planning Division was approached by Mr. Matt Nelson, a private landowner whose residential home and lot are contiguous with the Bell Nob Golf Course. Mr. Nelson and other neighboring property owners wish to rezone their properties to bring them into compliance with City zoning requirements. Mr. Nelson had noted that parts of the golf course are inappropriately zoned including the Bell Nob area contiguous with his land. Per city standards, the County would need to join Mr. Nelson in petitioning the City for a rezoning classification with no cost to the County.

Mr. Proffer then explained that he had reviewed the request with City Planning staff and concurred that it would be in the best interest of the County to join in rezoning those parts of the golf course. He then noted that to do so, someone from the County would have to be approved as the signatory agent for the County. The request before the Commission was to vote to approve for recommendation of the rezoning of the land to the Board of Commissioners and to assign a signatory.

Chairman Averett asked the Commissioners if there were any questions or comments. There was only a brief discussion with the Commission acknowledging that the request seemed reasonable and in the best interest of the County.

After determining that there were no other comments, Chairman Averett asked for a motion. Commissioner Stewart made a motion to recommend joining the petition and

rezone portions of the Bell Nob Golf Course, and Vice-Chairman Leu seconded the motion.

Chairman Averett asked Mr. Melinkovich to poll the Commissioners.

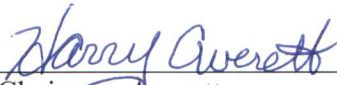
Voting was as follows:

Chairman Averett: Yes
Vice-Chairman Leu: Yes
Commissioner Stewart: Yes

Motion passed 3-0.

Chairman Averett confirmed that there was no other business for the evening and no other comments and adjourned the meeting.

Adjournment: Meeting was adjourned at approximately 7:18 pm

 12-18-2025
Chairman Averett Date:

NOTE: Campbell County Planning Commission meeting minutes contain a summary of discussions and are not intended to be verbatim.

MEMORANDUM

TO: Campbell County Planning Commission

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: November 20th, 2025

SUBJECT: County Land Rezoning Request

Dear Commissioners:

Our office was contacted by Mr. Matthew Nelson, 4303 Chancery Lane, Gillette, to request that the County join in a petition to rezone certain properties from City zoning classifications R-S and R-R to City zoning classification R-1. (Ref. attached email, Exhibit 'A').

Mr. Nelson's property in the Copper Ridge subdivision abuts the County's Bell Nob Golf Course, also within the City of Gillette. Parts of Bell Nob are zoned R-1 and other parts R-R. Mr. Nelson's property is zoned R-S. Both Mr. Nelson's property and the areas of Bell Nob zoned R-R are considered 'legal non-conforming', or 'grandfathered', meaning their current use does not conform to their current zoning status. Rezoning the areas in question will bring the parcels into compliance with City of Gillette zoning requirements.

The reason Mr. Nelson has requested that the County join in the petition is because City rezoning standards require that land to be rezoned be contiguous with land of the same zoning class as the one being requested. See attached Exhibit 'B' for a visual reference.

Staff has reviewed the City's zoning classifications and concur that it would be in the best interest for the County to rezone all of Bell Nob to R-1. The reason it would benefit the County is that golf courses are an allowed use in the R-1 District but not allowed in an R-R. Any golf course development in the areas zoned R-R would potentially require the County to petition the City for a variance or similar avenue to proceed.

To participate in the rezoning request, a County representative must have the authority to sign the rezoning petition being initiated by Mr. Nelson. Staff seeks recommendation from the Planning Commission to join in the rezoning request and appoint a County representative to sign the petition. Staff would take the Commission's recommendation to the Board of Commissioners who could appoint a signatory if they should decide to participate in the rezoning request. There is no cost to the County for this process.

- Exhibit 'A' Emailed Request to Join Petition
- Exhibit 'B' City Zoning Map with County Locator Aerial Map

Sam G. Proffer

From: Sam G. Proffer
Sent: Wednesday, November 5, 2025 8:00 AM
To: Matt Nelson
Cc: Building and Planning Staff
Subject: RE: Request to join rezoning process

November 5, 2025

Good morning Mr. Nelson—this email is to acknowledge your forthcoming rezoning request with the City of Gillette that will of necessity include County participation.

As previously discussed, our office will begin the process of reviewing the path forward with the appropriate County decision makers.

We will reach back out to you as soon as additional information comes available.

Best regards,
Sam

Jerril G. (Sam) Proffer, MCP, CFM
Planner and Zoning Administrator | Public Works—Planning Division



[Campbell County Public Works](#)
500 S. Gillette Ave., Suite 1500 | Gillette, WY 82716
Office: 307.682.1970 | Fax: 307.687.6468
sam.proffer@campbellcountywy.gov

"Providing quality, efficient and cost-effective services for all Campbell County residents through sound decision making and fiscal responsibility"

From: Matt Nelson <matt@nelsonautoglass.net>
Sent: Wednesday, November 5, 2025 7:38 AM
To: Building and Planning Staff <Planning@campbellcountywy.gov>
Subject: Request to join rezoning process

Some people who received this message don't often get email from matt@nelsonautoglass.net. [Learn why this is important](#)

Please be cautious.

This email originated from outside the County organization. If you believe this email is suspicious, report it using the Phish Alert button. Do not forward suspicious emails.

Mr. Proffer,

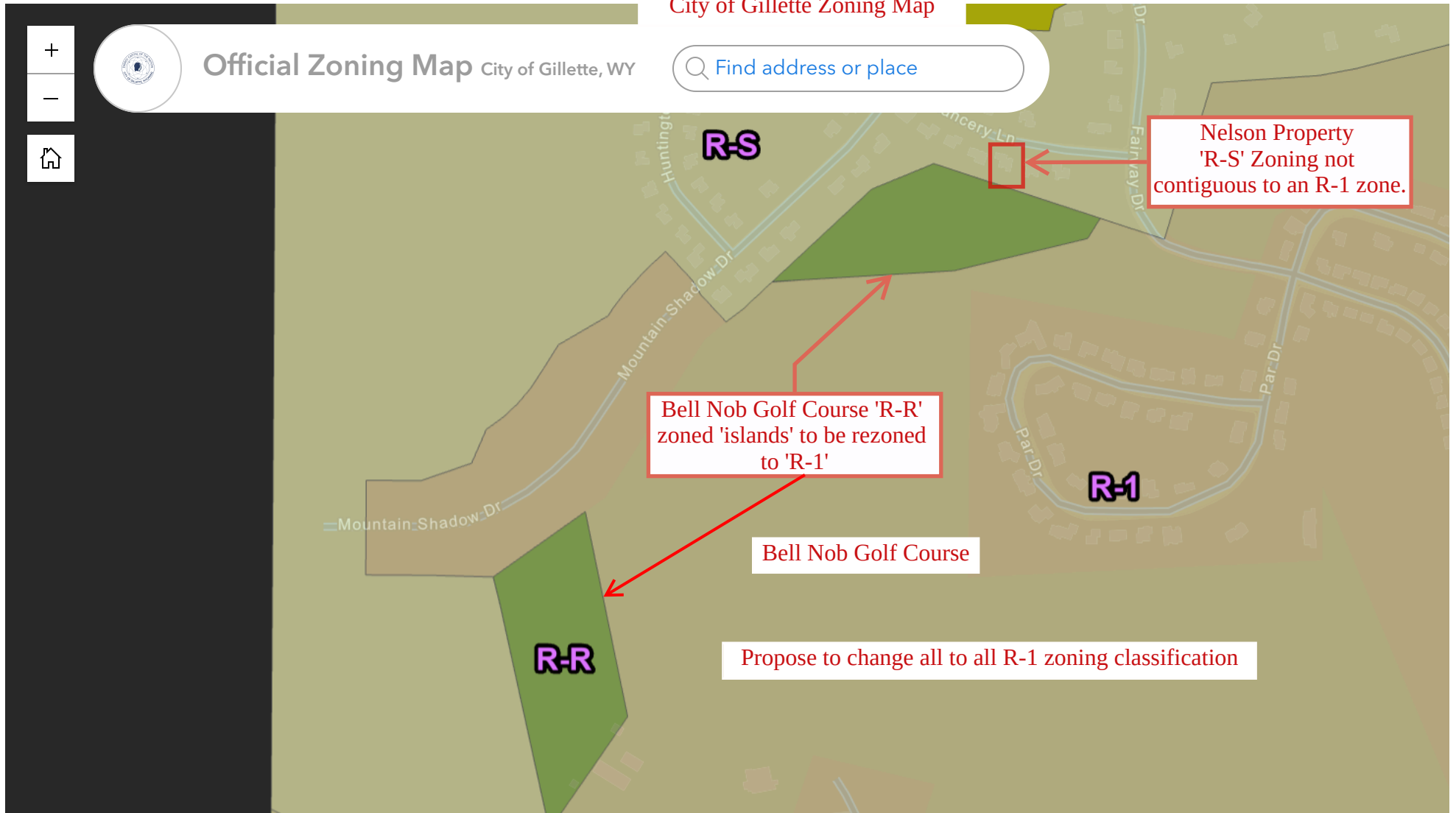
My name is Matthew Nelson and I live at 4303 Chancery Lane with my wife Tiffany. We are writing to formally invite the County to join a rezone request for the Copper Ridge subdivision. We have found an obvious error within the City of Gillette's zoning and we would like to start to process to correct this error by requesting a rezone to R-1 from our current zonings of R-S and R-R. We believe that the rezoning of these properties to R-1 will better align with the city zoning requirements and comprehensive plan.

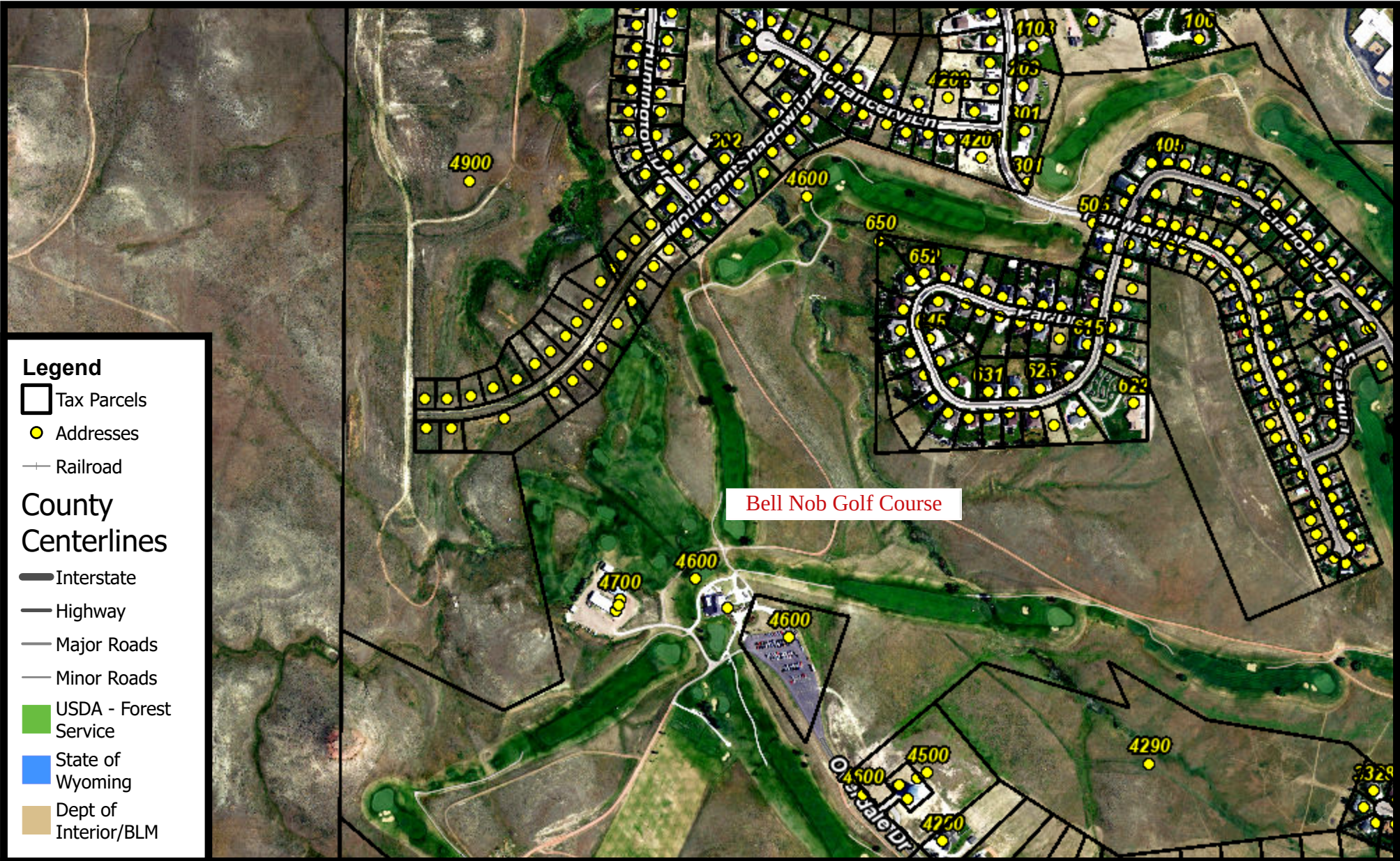
Please advise me of any forms or additional documents required to have the county join the rezone process.

Thank you for your time and consideration. I look forward to working with you throughout this process.

Sincerely,

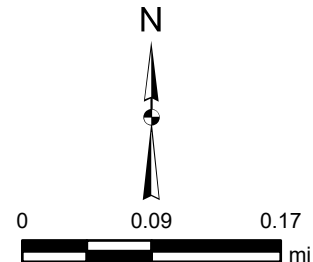
Tiffany and Matthew Nelson






Campbell County
w y o m i n g

Date: 11/13/2025
Time: 9:42 AM



CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

500 S. Gillette Ave. Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

Sam G. Proffer

From: Shannon Stefanick <shannonh@gillettewy.gov>
Sent: Wednesday, January 21, 2026 2:51 PM
To: Sam G. Proffer
Subject: PL2025-0052 – Map Amendment – Copper Ridge Phase I & Bell Knob Golf Course

Please be cautious.

This email originated from outside the County organization. If you believe this email is suspicious, report it using the Phish Alert button. Do not forward suspicious emails.

In reference to the zoning map amendment for a portion of the Bell Knob Golf Course, the case number is PL2025-0052 and it will be titled "Copper Ridge Phase I & Bell Knob Golf Course".

As the golf course is unplatted land, the legal description being used in the ordinance for the two portions that are being rezoned is as follows:

a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course

A more specific legal description that our GIS team gave me if needed is:

An area of land described as a portion of the SE1/4SE1/4SW1/4 and SW1/4SW1/4SE1/4 of 507219 and NE1/4NE1/4NW1/4 and NW1/4NW1/4NE1/4 and NW1/4NE1/4NW1/4 of 507230 AND SE1/4NW1/4NW1/4 and E1/2SW1/4NW1/4 and NW1/4SE1/4NW1/4 of 507230

We do not have a specific form for zoning map amendments with multiple applicants. Our online permit acts as the petition for the initial owner that files. The additional petition(s) need to contain the address or legal description of the property being rezoned, the name of the property owner, and a signature.

The case will go to Planning Commission February 10th and City Council on February 17th, March 3rd, and March 17th.

Let me know if you need more information or have any questions.

Thank you.

--

*Shannon Stefanick
City Planner
Development Services
City of Gillette
(307)686-5281 (Office)*

Emails and attachments may be public records under the Wyoming Public Records Act, W.S. § 16-4-201 et seq., and may be subject to public disclosure pursuant to this Act, unless a specific exception applies which limits or prohibits disclosure.

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOTS 1-9 OF BLOCK 3, COPPER RIDGE ESTATES PHASE I, AND LOTS 25 & 28 OF BLOCK I, COPPER RIDGE ESTATES PHASE I AND A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 19, AND A PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 30, AND A PORTION OF THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 50, RANGE 72, ALSO KNOWN AS THE BELL KNOB GOLF COURSE, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, AND R-R, RURAL RESIDENTIAL DISTRICT, TO R-1, SINGLE FAMILY RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19, and a Portion of the North Half of the North Half of Section 30, and a Portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course, City of Gillette, Campbell County, Wyoming.

Section 2. Zoning Amendment

Lots 1-9 of Block 3, Copper Ridge Estates Phase I, and Lots 25 & 28 of Block 1, Copper Ridge Estates Phase I, and a Portion of the South Half of the South Half of Section 19 and a portion the North Half of the North Half of Section 30, and a portion of the Northwest Corner of Section 30, Township 50, Range 72, Also Known As The Bell Knob Golf Course, City of Gillette, Campbell County, Wyoming, are hereby amended from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District, per the attached Exhibit.

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

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publication Date:

PL2025-0052 | Map Amendment | Copper Estates Phase I and
Bell Knob Golf Course
Planning Requirements

1. There are no Planning Requirements for this case.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ February 10, 2026 ~ 5:15 pm

PRESENT

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

Commission Members Absent: None

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

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 Lance Walker to approve the meeting minutes of January 27, 2026. Ian Scott seconded the motion. Motion carried 7/0.

Case No.
PL2025-0052 –
ZONING MAP
AMENDMENT –
4303 Chancery
Lane

The applicants seek to amend the Zoning Map to rezone 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, & 4405 Chancery Ln, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District. The petition was also signed by the owner for 105 Huntington Dr although 105 Huntington Dr was not eligible to be rezoned with this petition. The lot is not contiguous to the other lots in the proposed rezone and would not meet the minimum district size requirement. Additionally 105 Huntington Dr is zoned R-2, Two Family Residential District.

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

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

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

Staff recognizes that the proposed rezone serves to “correct an obvious error or oversight in the regulations” for both the included residential lots and the golf course parcel.

Bell Knob Golf Course is a large tract of unplatted land, described in a record of survey filed with the County Clerk's Office as one parcel. All but 14.93 acres of the 456.7-acre parcel are zoned R-1, Single Family Residential District. The remaining 14.93 acres are zoned R-R, Rural Residential District. Per the City Subdivision Regulations, parcels are required to lie within a single zoning district. Additionally, a “Golf Course” is an allowed use in an R-1 District, but is not an allowed use in an R-R District.

Furthermore, when staff researched how the parcel came to lie within two zoning districts, staff was unable to find documentation as to how the 14.93 acres were zoned as R-R District, leading staff to believe that the zoning map may be in error. Per the City Zoning Ordinance, the Zoning Map is a regulatory document and requires Planning Commission review and City Council approval for all changes, including correcting errors. For these reasons, the approval of the proposed rezone would serve to correct an obvious error in the zoning map.

The 2025 Comprehensive Plan Future Land Use Map identifies the residential lots as Complete Suburban Living and the Bell Knob Golf Course parcel as Civic Use. The proposed rezone would be consistent with the Future Land Use Map.

Shannon Stefanick, City Planner, said the Planning Division received many calls on the case and were all general inquiries only with no objections.

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

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

Case No.
PL2025-0053 –
MINOR
SUBDIVISION –
1000 Camel Drive

The applicant seeks to plat the sites of Campbell County High School and Hillcrest Elementary School. Proposed Lot 1 is 51.07 acres and contains Campbell County High School which includes the school, football/soccer/track fields, tennis courts, a vocational tech building, and all associated parking for the above-mentioned activities. Lot 2 is 15.91 acres and contains Hillcrest Elementary School which includes the school, playground, field, and all associated parking for the above-mentioned activities. The lots are zoned C-O, Office and Institution District. Within the C-O district, the minimum lot size is 7,000 sq. ft and a minimum lot width of 50 ft. at the front setback line; both proposed lots meet these requirements.

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.

Meredith Duvall, City Planning Manager, said the Planning Division received no calls on the case.

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

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

OLD BUSINESS None.

NEW BUSINESS Meredith Duvall said the next meeting will be February 24, 2026, and the meeting for March 10, 2026, will be canceled.

ADJOURNMENT The meeting was adjourned at 5:24 pm

Minutes prepared by Jill McCarty, Administrative Coordinator.

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE	)	
	)	PL2025-0052
	)	
	)	ZONING MAP AMENDMENT
	)	4303 CHANCERY
	)	CITY OF GILLETTE ZONING ORDINANCE
PETITIONERS	)	
	)	TIFFANY WOOD
	)	THOMAS OSBORNE
	)	WESTON MCGREGOR
	)	DOUG SCARFF
	)	MICHAH CHRISTENSEN
	)	WYATT ADAMS
	)	SAIRAV SHAH
	)	GREG RITTLER
	)	JOE FISCHER
	)	SHERIE DAVIS
	)	CAMPBELL COUNTY COMMISSIONERS
	)	

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission (“Commission”) on February 10, 2026, for hearing on the Zoning Map Amendment filed by Matthew Nelson, acting as the agent for the Petitioners. Petitioners seek to change the zoning district of 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, & 4405 Chancery Ln, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course, from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single Family Residential District. Chair Shaun Hottell, chairman of the Commission presided. Commissioners Vice-chair Richard Cone, Ian Scott, Jack Colson, Matthew Nelson, Brian Rozier, and Lance Walker were also present. Commissioner Matthew Nelson abstained from the proceedings.

Shannon Stefanick, City Planner for the City of Gillette, acted as Case Manager for the proceedings. Matthew Nelson, acting as agent for the petitioners, was present. The Commission,

having heard the statements and evidence presented by the Petitioner/Case Manager, and having considered the matter, reviewed the case herein, and being otherwise fully advised on the premises, makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. These matters are a request by the Petitioners to change the Zoning District Map of the City of Gillette.

2. Petitioner is requesting to change the zoning for 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, 4405 Chancery Ln, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course.

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

4. Petitioner established that the Zoning Map Amendment will change the Zoning Map for 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, & 4405 Chancery Ln, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single-Family Residential District.

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

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

7. Case Manger established that the Staff Recommendation supports the Zoning Map

Amendment to change the zoning district for 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, & 4405 Chancery Lane, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course.

8. At the hearing, the Case Manager demonstrated the proposed changes will correct an obvious error in the Zoning Map as a majority of the lots on Chancery Ln and Mountain Shadow Dr do not meet the minimum lot size of 22,000 square feet or the minimum lot width of 125 feet in a R-S, Residential Suburban District. Furthermore, the property known as the Bell Knob Golf Course also contains split zoning, with a portion being R-R, Rural Residential District and a portion being R-1, Single Family Residential District. R-R, Rural Residential District does not allow for a golf course as a permitted use. R-1 Single-Family Residential District does allow for golf courses as a permitted use. Additionally, when staff researched how the parcel came to lie within two zoning districts, staff were unable to find documentation as to how the portion of the golf course was zoned as R-R District, leading staff to believe that the zoning map may be in error.

CONCLUSIONS OF LAW

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

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

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

3. Under Section 1.e(1) Statement of Policy, the City Council, the Development Services

Department, or any person, firm, or corporation may initiate amendments.

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

5. Petitioner established the legal basis for such an amendment by stating the proposed change is to correct an obvious error in the map.

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

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

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

9. 6 of the 7 Commissioners present voted to approve the Petitioner's Map Amendment to amend the Zoning District Map for 4200, 4201, 4203, 4301, 4303, 4305, 4400, 4401, 4403, 4405 Chancery Lane, 203 Mountain Shadow Ln, and a portion of 4600 Overdale, also known as the Bell Knob Golf Course from R-S, Suburban Residential District, and R-R, Rural Residential District, to R-1, Single-Family Residential District based on correcting an obvious error in the Zoning Map. 1 Commissioner abstained from the vote. The Commission forwards the case to the City of Gillette City Council for a second public hearing and final vote.

NOTICE

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

DATED THIS _____ day of February, 2026.

CITY OF GILLETTE PLANNING COMMISSION

Shaun Hottell, Chair

ATTEST: _____
Shannon Stefanick, City Planner



**CITY OF GILLETTE
CITY COUNCIL**

DATE: February 17, 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.