



**CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.
Tuesday, March 4, 2025
6:00 PM**

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Invocation and Pledge of Allegiance led by Pastor Marty Crump of Family Life 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. Regular Meeting Minutes - February 18, 2025

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

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

3. Bills and Claims

Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. Council Member Gross - \$17.82

Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. Things to Know Video for March, 2025.

Staff Reference: VIDEO - Jennifer Toscana, Public Affairs Director

**2. A Proclamation Designating March 9-15, 2025 as *National Girl Scout Week*.
~ Girl Scout Troops 1021 and 1643**

Staff Reference: Michael H. Cole, City Administrator

H. UNFINISHED BUSINESS

I. NEW BUSINESS

1. Council Consideration of a Professional Services Agreement for the Construction Management Services Associated with the Allen Avenue Reconstruction and Drainage Project, with KLJ, in the Amount of \$148,450.00. (1% Project)

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

2. Council Consideration of a Bid Award for the Arlington Court Drainage Access Project, to Hladky Construction, in the Amount of \$200,266.80. (1% Project)

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

3. Council Consideration of a Bid Award for the 2025 Force Road Mill and Overlay Project to Simon Contractors, in the amount of \$567,737.75 (1% Project).

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

4. Council Consideration of a Bid Award for the 2025 Asphalt Pothole Repair Project to Croell, Inc., in the Amount of \$225,780.00. (1% Project)

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

5. Council Consideration to Authorize the Mayor to Sign Amendment No. 20 of the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.

Staff Reference: Joff Pilon, P.E., Utilities Director

J. PUBLIC HEARINGS AND CONSIDERATIONS

1. A Public Hearing to Consider Amendments to the Gillette City Budget for FY2024-2025.

Staff Reference: Michelle Henderson, Finance Director

2. **Council Consideration of a Resolution to Approve Amendments to the Gillette City Budget for FY2024-2025.**

Staff Reference: Michelle Henderson, Finance Director

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

Staff Reference: 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

1. **Executive Session for Legal Advice Pursuant to W.S. 16-4-405(a)(iii).**

Staff Reference: Sean Brown, City Attorney

N. ADJOURNMENT



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

Regular Meeting Minutes - February 18, 2025

ATTACHMENTS:

[Regular Meeting Minutes - February 18, 2025](#)

A regular meeting of the City Council was held on Tuesday the 18th day of February 2025, in the City Hall Council Chambers.

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

Invocation and Pledge of Allegiance

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

Approval of General Agenda

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

Approval of Consent Agenda

Minutes

Special Meeting Minutes – February 11, 2025

Bills and Claims

120 Water Audit Inc, 33,095.00; Agosto Holdings, LLC, 3,519.28; Alsco, 1,204.51; Am Signal LLC, 2,896.62; American Welding & Gas Inc, 39.52; Anixter Power Solutions, 34,484.28; Antelope Valley Improvement & Service District, 15.00; Arnold Machinery Company, 177.09; Arrow Printing and Graphics Inc, 92.00; Atlas Office Products, 1,045.88; Best Best & Krieger LLP, 4,385.00; Big Horn Tire Inc, 2,366.72; Bighorn Hydraulics Inc, 486.66; Black Hills Wyoming LLC, 4,505.36; Blue Cross Blue Shield of Wyoming, 102,208.00; Blue Cross Blue Shield of Wyoming, 60,947.17; Border States Electric, 225.87; Campbell County Landfill, 74,757.00; Campbell County Sheriff, 200.00; Car-Knack Inc, 832.02; Central Truck & Diesel Inc, 584.13; CenturyLink, 2,806.75; Cheyenne Neville, 171.50; City Clerk Office, 71,985.44; Communication Technologies Inc, 220.00; Consolidated Engineers Inc, 7,396.96; Cps Distributors, 1,147.20; Craig Furman, 75.00; Crestview Improvement & Service District, 15.00; Crum Electric Supply Company, 25,785.30; Dana Kepner Company Inc, 16,200.00; David Harrison Holmes, 2,000.00; Derek Weinhardt, 200.00; Derric Culey, 75.00; DRM Inc, 287,173.50; Edi Mendoza, 27,255.00; Employment Testing Center of Wyoming, 1,810.00; Energy Laboratories Inc, 685.30; Farmer Brothers Company, 781.61; First National Bank of Gillette, 15,812.69; First Northern Bank of Wyoming, 15,114.40; G And G Landscaping Inc, 2,000.70; Gades Sales Company Inc, 827.77; Galls, An Aramark Company, 1,099.90; Ganete Solutions, Inc., 3,216.00; Garney Companies, 1,386,744.71; Gillette Contractors Supply Inc, 3,356.95; Gillette Steel Center, 36.25; Global Payments Inc, 583.33; Granicus LLC, 1,350.00; Greiner Motor Company, 272,424.00; HDR Engineering Inc, 171,569.58; HealthEquity, Inc., 884.88; HealthEquity, Inc., 217.75; Hladky Construction, 258,977.38; Hughes Fire Equipment, Inc., 615.08; Industrial Products MFG Inc, 2,836.85; Interstate Engineering, Inc, 13,335.00; Jack's Truck Center Inc, 762.58; Jane Stearns M.S. LPC, 1,125.00; Joe's Plumbing & Heating Inc, 2,056.98; KLJ Engineering LLC, 19,221.28; Korterra Inc, 8,207.04; Kreative Enterprises LLC, 1,195.00; Lawson Products, Inc., 1,126.24; Line Finders, LLC, 835.00; Ln Curtis & Sons, 1,059.17; Manning Wrecker Service LLC, 150.00; Manpower Us Inc, 451.60; MCM General Contractors, 593.00; Michael Cole, 66.22; Mii Life Insurance, Incorporated, 385.06; Morrison Maierle Inc, 5,040.50; Mountain Peaks Diagnostics, LLC, 62.85; Municipal Treatment Equipment, 704.42; Neptune Benson, Inc., 1,452.66; Newman Signs Inc, 883.90; News Record, 4,120.75; Norco Inc, 1,936.78; Northern Truck Equipment Corp., 300.92; Norton Construction, 3,765.00; Partsone LLC, 2,614.05; PCA Engineering Inc, 28,912.69; PF Pettibone & Company, 931.85; Postal Pros Southwest Inc, 5,611.08; Powder River Construction, 41,463.69; Powder River Heating & Conditioning Corporation, 41,247.00; ProElectric Inc, 1,002.46; Razor City Rental, 39.95; Roger Mortimer, 5,885.92; Russell Ellison, 9,389.13; Rve, Inc, 9,311.57; Shi International Corp, 433.46; Skydio, Inc, 970.64; T & R Electric Supply Co Inc, 160.00; Tantalus Systems Inc, 835.88; Terry Sjolín, 225.00; Thunder Basin Ford LLC, 833.20; Torgerson's, LLC, 3,632.45; Visionary Communications, 1,092.96; Waste Connections of Wyoming, 470.28; Western Stationers, 1,909.45; Western Waste Solutions Inc, 6,697.00; White's Frontier Motors, 52.68; WWC Engineering, 29,429.70; Wyodak Resources Development Corp, 45,396.56; Wyoming Dept Of Employment, 2,144.00; Wyoming Machinery Co, 451.52; Wyoming Secretary of State, 60.00; Wyoming State Revenue and Tax, 139,231.48

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

Council President Carsrud joined the meeting at 6:03 p.m. after the approval of the General and Consent Agenda.

Comments

Council

Councilmember West thanked the Public Works Department for their hard work in keeping the roads clear with the recent snow fall.

Councilmember Smith thanked Administrator Cole and Mayor Lundvall for their attendance at the Campbell County Republican Women event.

Liaison Report

Councilmember Clary encouraged the public to attend the Senior Citizen Center's upcoming Bingo Game in April, which helps support the foundation.

Councilmember McLeland stated that Council President Carsrud and himself attended the Fire Board meeting where they discussed reintroducing the Cadet Program and reviewed the policies in place for the rural firefighter program. McLeland added that there will be a Firefighter Banquet this weekend and stated that all council members are invited.

Council President Carsrud added that he met the new Training Chief.

Councilmember Gross attended the Land Board meeting. Gross added that 307 Horse Racing attended the meeting as well and discussed their plans for horse stall improvements and building a bridle path.

Presentations

Director Pilon and Wastewater Manager Price presented a Phase II wastewater Project Update. Price reviewed the history of the Wastewater Plant layout as well as the plans and projects going forward. Councilmember Clary asked if there will be more phases in which Price stated that there are plans for more projects in the near future. Administrator Cole explained the reasons for the Phase plans and the importance of the investments to extend the life of the Wastewater Plant.

Director Henderson presented the approved budget for Capital Improvements in the 2024-2025 Fiscal Year. She explained the budgeted items from the General Fund for each division, focusing on improvements and updates for the year. Henderson also included budgeted items from the 1% Fund, broken down by account. Councilwoman Gross asked about the changes to the Service Agency Funds, Henderson explained that it was related to the checks the city receives from sales tax revenues.

New Business

Minute Action

Council President Carsrud made a motion to accept the Public Improvements for the O'Henry Court Drainage Improvement Project, Installed by S&S Builders, LLC, in the Amount of \$65,473.31 (1% Project); seconded by councilmember McLeland. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Bid Award for the 640 N Hwy 14-16 Sewer Improvements Project to Hot Ion, Inc., in the Amount of \$805,902.77 (1% Project); seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember West made a motion to approve a Bid Award for the City West Fleet Crew Room Renovation Project to Norton Construction in the Amount of \$54,140.00; seconded by councilmember Gross. Administrator Cole explained the reasoning for the improvements. All voted aye. The motion carried.

Public Hearings and Considerations

Mayor Lundvall opened 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 2025-2026 Liquor Licensing Period. Hearing none, Mayor Lundvall Closed the Public Hearing.

Councilmember West made a motion to approve the Renewal of Retail, Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Resort Licenses, and a Special Malt Beverage Permit, for the 2025-2026 Liquor Licensing Period; seconded by councilmember Gross. All voted aye. The motion carried.

Mayor Lundvall opened 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, 2025, to March 31, 2026. Robert Hewitt-Gaffney, owner of Big Lost Meadery explained the reason for the annual request, and thanked the council for their consideration, noting that it helps attract large gatherings and families from all over to their business. Mayor Lundvall closed the Public Hearing.

Councilmember Gross made a motion 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, 2025, to March 31, 2026; seconded by Council President Carsrud. All voted aye. The motion carried.

Mayor Lundvall opened a Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of Block 13, Daly Addition, City of Gillette, Campbell County, Wyoming, from R-2, Two-Family Residential District, to C-2, Central Business District, per the Attached Exhibit. The owner of the property explained her reasoning for the request.

ORDINANCE NO. 25-09
AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1 OF BLOCK 13, DALY ADDITION, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-2, TWO-FAMILY RESIDENTIAL DISTRICT, TO C-2, CENTRAL BUSINESS DISTRICT, PER THE ATTACHED EXHIBIT. (PLANNING COMMISSION VOTE 5/0).

Councilmember Gross made a motion to approve the foregoing Ordinance on first reading; seconded by councilmember McLeland. All voted aye. The motion carried.

Administrator’s Report

Administrator Cole stated he looks forward to diving into budgets next month.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 7:09 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, March 4, 2025, in the City Hall Council Chambers.

(S E A L)
ATTEST:

Shay Lundvall, Mayor

Alicia Allen, City Clerk
Publication Date: February 25, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 4, 2025

TITLE:

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

SUGGESTED ACTION:

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

APPLICANT/OWNER:

Thomas & Rabecca Monahan, Owners

AGENT:

None

CASE SUMMARY:

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

CASE BACKGROUND:

1st Reading City Council Vote: 7/0

The applicant seeks amend the Zoning Map to rezone 301 Richards Ave from R-2, Two-Family Residential, to C-2, Central Business District. The property is currently being utilized for medical uses under a grandfathered status. The original use that began this grandfathered status was Michelle Hand's Dental Office. Most recently, it was utilized as a therapist's office. As the primary building on the property has been utilized as a medical office for so long, there is no full kitchen or bath in the

structure, making it difficult to be utilized as a residence without significant renovations.

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

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

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

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

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

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

CASE REQUIREMENTS:

There are no Planning Requirements.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

CASE MANAGER:

Shannon Stefanick, City Planner

ATTACHMENTS:

[Vicinity Map](#)

[Zoning Map](#)

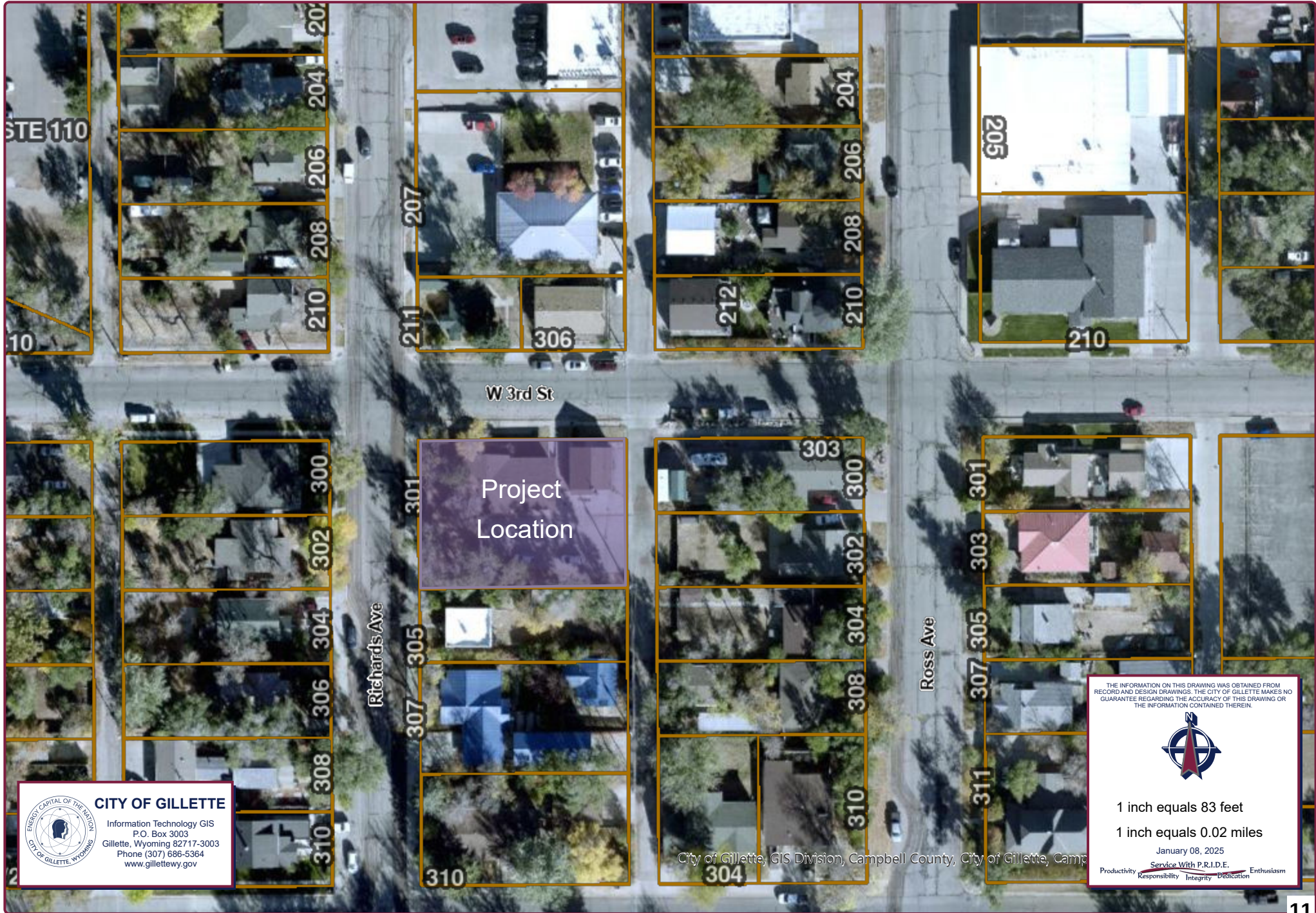
[Ordinance](#)

[Planning Requirements](#)

[Planning Commission Minutes 02.11.25](#)

[Finding of Facts](#)

Vicinity Map



CITY OF GILLETTE

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

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



1 inch equals 83 feet

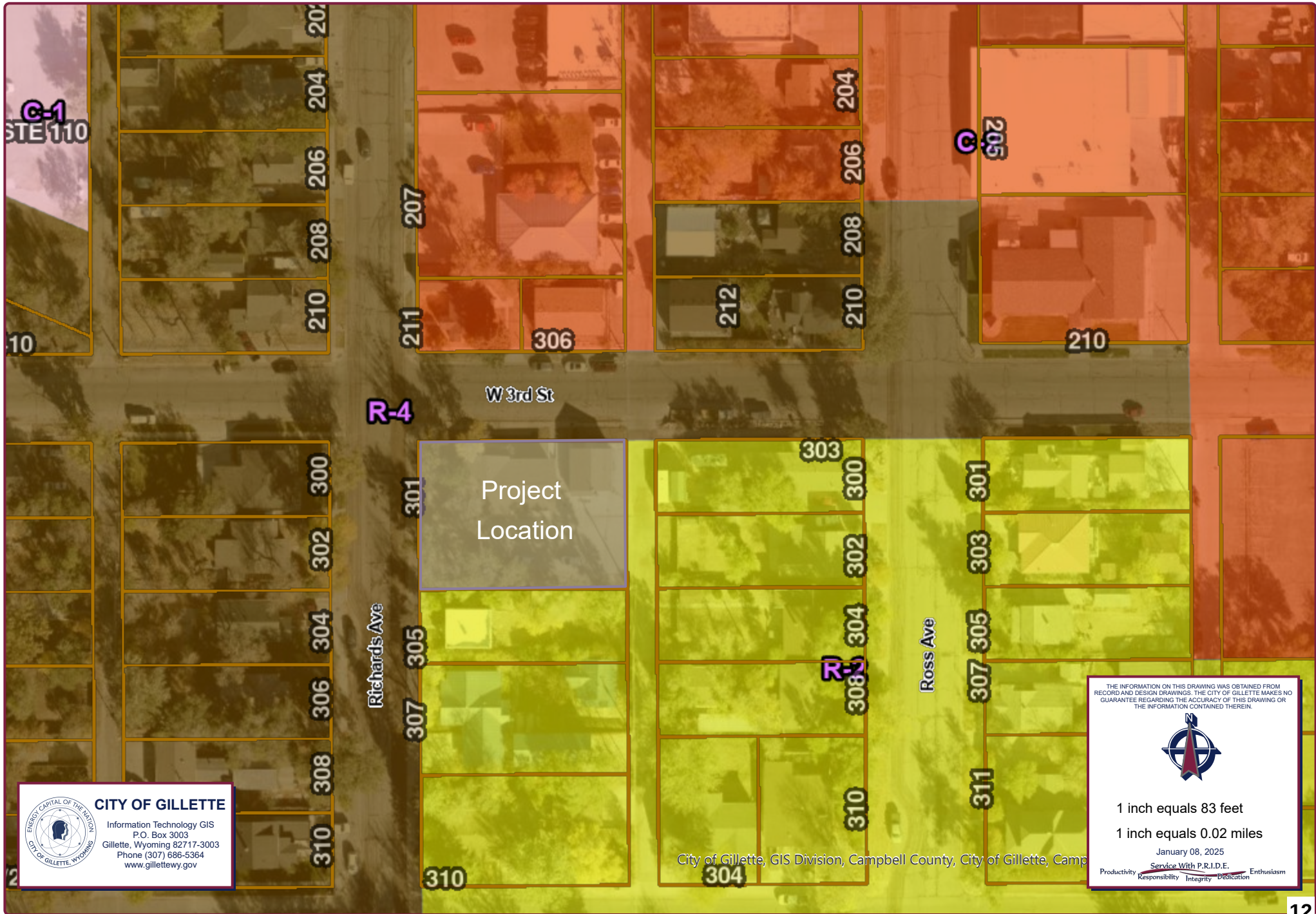
1 inch equals 0.02 miles

January 08, 2025

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

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

Zoning Map



ORDINANCE NO.

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

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

Section 1. Legal Description

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

Section 2. Zoning Amendment

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

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

(S E A L)

Shay Lundvall, Mayor

ATTEST:

Alicia Allen, City Clerk

Publication Date:

Planning Requirements

PL2025-0112

Zoning Map Amendment | 301 Richards Ave

There are no Planning Requirements for this case.

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

PRESENT

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

Commission Members Absent: Cristal Pratt, Ian Scott.

Staff Present: Meredith Duvall, Planning Manager.

CALL TO ORDER

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

APPROVAL OF
THE MINUTES

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

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

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

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

Per Section 1.e(1) Amendment Procedures, Statement of Policy: Any person, corporation, or the City may initiate amendments to the Zoning Code to:
a) Correct an obvious error or oversight in the regulations; or
b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

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

Ms. Duvall stated the city received no calls from the public on the case. Chair Hottell asked if there were any comments from the public or Commission on the case.

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

OLD BUSINESS

None.

NEW BUSINESS

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

ADJOURNMENT

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

Minutes taken and prepared by Meredith Duvall, Planning Manager.

	)	
CITY OF GILLETTE	)	PL2025-0112
	)	
	)	ZONING MAP AMENDMENT
	)	301 ROSS AVE
	)	CITY OF GILLETTE ZONING ORDINANCE
	)	
PETITIONER	)	THOMAS & RABECCA MONAHAN
	)	

FINDINGS OF FACT; CONCLUSIONS OF LAW

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

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

FINDINGS OF FACT

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

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

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

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

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

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

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

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

CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

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

NOTICE

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

DATED THIS _____ day of February, 2025.

CITY OF GILLETTE PLANNING COMMISSION

Shaun Hottell, Chair

ATTEST: _____
Shannon Stefanick, City Planner



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 4, 2025

TITLE:

Bills and Claims

SUGGESTED ACTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Bills and Claims](#)

[Bills and Claims - Prepaids](#)

[Wire Transfers](#)

Expenditure Approval Report

Check Approval Date of 03/04/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
4555-ATLAS OFFICE PRODUCTS		
185715	OS INVENTORY	205.36
185716	OS INVENTORY	60.48
185717	OS INVENTORY	30.24
185718	OS INVENTORY	61.92
185719	OS INVENTORY	182.22
185720	OS INVENTORY	199.64
185721	OS INVENTORY	922.74
185722	OS INVENTORY	14.00
185723	OS INVENTORY	8.16
185724	OS INVENTORY	166.49
185725	OS INVENTORY	610.64
	VENDOR TOTAL:	2,461.89
1630-DISPLAY SALES		
185749	OS INVENTORY	299.00
	VENDOR TOTAL:	299.00
1511-NORCO INC		
185762	CUSTODIAL INVENTORY	210.05
185763	CUSTODIAL INVENTORY	1,138.49
185764	CUSTODIAL INVENTORY	88.48
185766	CUSTODIAL INVENTORY	1,128.64
	VENDOR TOTAL:	2,565.66
	DIVISION TOTAL:	5,326.55
	DEPARTMENT TOTAL:	5,326.55

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
1082-ARROW PRINTING AND GRAPHICS INC			
	185631	BUSINESS CARDS - C SMITH AND J CLARY	180.00
		VENDOR TOTAL:	180.00
		DIVISION TOTAL:	180.00
04-SPECIAL PROJECTS			
1572-ARETE DESIGN GROUP			
	185622	CITY HALL RENOVATION PEOJECT DESIGN	3,778.00
		VENDOR TOTAL:	3,778.00
2481-CAMPBELL COUNTY PUBLIC HEALTH			
	185623	FLU SHOTS	2,250.00
		VENDOR TOTAL:	2,250.00
		DIVISION TOTAL:	6,028.00
		DEPARTMENT TOTAL:	6,208.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
1753-EMPLOYMENT TESTING SERVICES INC			
	185606	RANDOM DRUG AND ALCOHOL TESTING	250.00
		VENDOR TOTAL:	250.00
4305-STERLING INFOSYSTEMS, INC			
	185556	BACKGROUND CHECKS	737.34
		VENDOR TOTAL:	737.34
		DIVISION TOTAL:	987.34
		DEPARTMENT TOTAL:	987.34

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
1381-CITY OF GILLETTE			
	185627	PETTY CASH REIMBURSEMENT 2/20/25	24.12
		VENDOR TOTAL:	24.12
		DIVISION TOTAL:	24.12
26-CUSTOMER SERVICE			
1395-COLLECTION PROFESSIONALS GILLETTE			
	185680	JANUAR 2025 COLLECTIONS	460.49
		VENDOR TOTAL:	460.49
3369-POSTAL PROS SOUTHWEST INC			
	185607	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,889.57
	185637	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	3,190.23
		VENDOR TOTAL:	5,079.80
		DIVISION TOTAL:	5,540.29
34-INFORMATION TECHNOLOGY			
1358-CENTURYLINK			
	185552	LONG DISTANCE SERVICE	175.55
		VENDOR TOTAL:	175.55
3976-GRANICUS LLC			
	185551	COG INTRANET - FINAL	1,500.00
		VENDOR TOTAL:	1,500.00
2974-SALTUS TECHNOLOGIES, LLC			
	185549	DIGITICKET PARKING CITATION INTERFACE UPGRADE	6,974.79
		VENDOR TOTAL:	6,974.79
2222-VERIZON WIRELESS			
	185548	AVL DATA	1,812.40
		VENDOR TOTAL:	1,812.40
		DIVISION TOTAL:	10,462.74
		DEPARTMENT TOTAL:	16,027.15

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
1381-CITY OF GILLETTE		
185627	PETTY CASH REIMBURSEMENT 2/20/25	10.00
	VENDOR TOTAL:	10.00
1916-GALLS INC		
185565	SHIRTS - WILCOX	176.00
	VENDOR TOTAL:	176.00
5072-HYDROCORE CONCEPTS LLC		
185757	PD * NIGHT VISION * DEREK	140.00
	VENDOR TOTAL:	140.00
2053-PRO FORCE LAW ENFORCEMENT		
185769	PD * FIREARMS * DAN	35,960.00
185770	PD * DAN	2,055.77
185771	PD * SIM GLOCK / PEPPERBALL * DAN	1,816.00
185772	PD FIREARMS	8,096.00
	VENDOR TOTAL:	47,927.77
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
185560	PD COUNSELING	200.00
185561	PD COUNSELING	200.00
185562	PD COUNSELING	200.00
185563	PD COUNSELING	200.00
185564	PD COUNSELING	200.00
	VENDOR TOTAL:	1,000.00
	DIVISION TOTAL:	49,253.77
	DEPARTMENT TOTAL:	49,253.77

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
185534	RUG CLEANING	28.69
185535	RUG CLEANING	19.82
	VENDOR TOTAL:	48.51
4550-BIGHORN MOUNTAIN ELECTRIC LLC		
185553	INSTALL UNIT HEATER IN BOILER ROOM AT CITY HALL	1,795.40
	VENDOR TOTAL:	1,795.40
1511-NORCO INC		
185620	CUSTODIAL SUPPLIES AT CITY HALL	844.43
	VENDOR TOTAL:	844.43
	DIVISION TOTAL:	2,688.34
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
185699	SCHEDULING FOR THE FIELDS	275.00
	VENDOR TOTAL:	275.00
2300-WESTERN STATIONERS		
185616	STAMP INK REFILL	6.99
185617	STAMPS FOR SOLID WASTE AND ADMIN	177.50
	VENDOR TOTAL:	184.49
	DIVISION TOTAL:	459.49
51-PARKS		
1040-ALSCO		
185528	UNIFORM CLEANING	40.96
185533	UNIFORM CLEANING	40.96
185538	UNIFORM CLEANING	41.64
	VENDOR TOTAL:	123.56
1804-SIMPSON'S PRINTING		
185639	DALBEY MOVING CHART	163.00
185640	MOWING DRY ERASE BOARD	399.00
	VENDOR TOTAL:	562.00
	DIVISION TOTAL:	685.56

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
1040-ALSCO			
	185531	UNIFORM CLEANING	63.80
	185537	UNIFORM CLEANING	63.80
		VENDOR TOTAL:	127.60
3945-AMERICAN TRACK GENERATIONS LLC			
	185628	ENERGY PARK RAIL SPUR	806.90
		VENDOR TOTAL:	806.90
2035-POWDER RIVER ENERGY CORPORATION			
	185509	ELECTRIC - SIGN LIGHTING HWY 50	44.69
	185510	ELECTRIC - SIGN LIGHTING HWY 14/16	46.13
	185511	ELECTRIC - WELCOME TO GILLETTE SIGN ON SHWY 59	47.58
		VENDOR TOTAL:	138.40
		DIVISION TOTAL:	1,072.90
		DEPARTMENT TOTAL:	4,906.29

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
55555-MISC EMPLOYEE VENDOR		
185682	TRAVEL REIMBURSEMENT	600.98
	VENDOR TOTAL:	600.98
	DIVISION TOTAL:	600.98
62-TRAFFIC SAFETY		
1911-GADES SALES COMPANY INC		
185555	MMY CONFLICT MONITOR CARDS	800.00
	VENDOR TOTAL:	800.00
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
185545	CHANGE OUT MMU'S IN CABINETS	2,500.00
185546	CHECK VOLTAGE IN CABINETS	1,000.00
185632	CHECK VOLTAGE IN SCHOOL LIGHTS AND OLD BATTERIES	500.00
185633	TROUBLESHOOT MMU'S	500.00
185634	MMU CARDS, MEETING ON SOUTHERN & ENZI FIBER PROJEC	2,490.00
185635	CROSS WALK BUTTON REPAIR AT HOSPITAL	1,000.00
185636	RFB MAINTENANCE ON TALKING BUTTONS	406.25
	VENDOR TOTAL:	8,396.25
	DIVISION TOTAL:	9,196.25
	DEPARTMENT TOTAL:	9,797.23

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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		
185627	PETTY CASH REIMBURSEMENT 2/20/25	115.00
	VENDOR TOTAL:	115.00
	DIVISION TOTAL:	115.00
32-JUDICIAL		
3981-CHARLES W ANDERSON		
185544	CITY COURT JUDGE SERVICES 1/16/25	500.00
	VENDOR TOTAL:	500.00
	DIVISION TOTAL:	500.00
	DEPARTMENT TOTAL:	615.00
	FUND TOTAL:	93,121.33

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
4906-LN CURTIS & SONS			
	185759	PD * NIGHT VISION * KELLY	2,487.45
		VENDOR TOTAL:	2,487.45
2888-SCHUTZ FOSS ARCHITECTS PC			
	185700	CITY PARK RESTROOM	1,567.00
		VENDOR TOTAL:	1,567.00
		DIVISION TOTAL:	4,054.45
		DEPARTMENT TOTAL:	4,054.45
		FUND TOTAL:	4,054.45

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
5056-FIRST STATE BACK, DIVISION OF GLACIER BANK		
185708	GRWSP - PHASE IV FOX RIDGE ROA	6,025.25
	VENDOR TOTAL:	6,025.25
4738-STEVEN GERBER		
185707	GRWSP - PHASE IV FOX RIDGE ROA	114,479.71
	VENDOR TOTAL:	114,479.71
	DIVISION TOTAL:	120,504.96
	DEPARTMENT TOTAL:	120,504.96
	FUND TOTAL:	120,504.96

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
2406-XEROX CORPORATION			
	185547	METER READ	33.84
		VENDOR TOTAL:	33.84
		DIVISION TOTAL:	33.84
		DEPARTMENT TOTAL:	33.84
		FUND TOTAL:	33.84

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Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
185532	UNIFORM CLEANING	20.14
	VENDOR TOTAL:	20.14
	DIVISION TOTAL:	20.14
	DEPARTMENT TOTAL:	20.14
	FUND TOTAL:	20.14

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1288-CANYON SYSTEMS INC		
185745	WATER* FLOW METER - ELI	5,075.44
	VENDOR TOTAL:	5,075.44
1792-ENERGY LABORATORIES INC		
185614	TESTING	76.00
185630	TESTING	34.50
	VENDOR TOTAL:	110.50
5102-EXTREME PRECISION SCAFFOLDING, LLC		
185539	AERATOR WATER FEED 20" LINES	18,680.00
	VENDOR TOTAL:	18,680.00
1422-GILLETTE CONTRACTORS SUPPLY INC		
185732	WATER * CARHARTT RAIN DEFENDER HOODIES	216.00
185733	WATER * CARHARTT RAIN DEFENDER HOODIES	263.40
185734	WATER * CARHARTT RAIN DEFENDER HOODIES	46.80
	VENDOR TOTAL:	526.20
4985-GILLETTE STEEL CENTER		
185542	SQ TUBING	756.00
	VENDOR TOTAL:	756.00
55555-MISC EMPLOYEE VENDOR		
185681	TRAVEL REIMBURSEMENT	182.00
	VENDOR TOTAL:	182.00
1511-NORCO INC		
185615	NITROGEN	40.32
185629	NITROGEN AND MIS WELDING SUPPLIES	58.49
	VENDOR TOTAL:	98.81
2563-PACIFIC HIDE & FUR DEPOT		
185767	WATER - SS ANGLE IRON * CJ	370.62
	VENDOR TOTAL:	370.62

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1958-PCA ENGINEERING INC		
185618	2025 MEMBERISHPS	480.00
	VENDOR TOTAL:	480.00
2035-POWDER RIVER ENERGY CORPORATION		
185513	ELECTRIC - ROZET RANCHETTES WATER SYSTEM	179.35
185514	ELECTRIC - 8 MILE WATER SYSTEM	205.71
185515	ELECTRIC - SERVICE CONTROL BUILDING	151.55
185516	ELECTRIC - FORCE RD JOINT POWERS BOARD	102.68
185517	ELECTRIC - COOK RD	136.13
185518	ELECTRIC - SOUTHFORK	153.38
185519	ELECTRIC - RAFTER D	149.64
185520	ELECTRIC - OVERBROOK	157.50
185521	ELECTRIC - BENNOR ESTATES	148.01
185522	ELECTRIC - MADISON REHAB CPS #7	55.62
185523	ELECTRIC - MADISON REHAB CPS #4	45.18
185524	ELECTRIC - CPS #3	51.21
185525	ELECTRIC - CPS #2	50.83
185526	ELECTRIC - FORCE RD STORAGE BLDG	182.92
	VENDOR TOTAL:	1,769.71
4997-PVS DX INC		
185613	CHEMICALS	8,797.38
	VENDOR TOTAL:	8,797.38
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
185704	DONKEY CREEK PUMP STATION REPAIRS	1,716.79
185705	DONKEY CREEK PUMP STATION REPAIRS	490.00
	VENDOR TOTAL:	2,206.79
2179-TYLER TECHNOLOGIES INC		
185550	TYLER METER INTEGRATION WITH TANTALUS & SENSUS	10,646.00
	VENDOR TOTAL:	10,646.00

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
	DIVISION TOTAL:	49,699.45
	DEPARTMENT TOTAL:	49,699.45
	FUND TOTAL:	49,699.45

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Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
3004-DEPARTMENT OF ENERGY			
185611		JANUARY 2025 ENERGY	66,474.16
		VENDOR TOTAL:	66,474.16
2035-POWDER RIVER ENERGY CORPORATION			
185527		JANUARY 2025 69KV WHEELING	5,250.00
		VENDOR TOTAL:	5,250.00
2179-TYLER TECHNOLOGIES INC			
185550		TYLER METER INTEGRATION WITH TANTALUS & SENSUS	10,646.00
		VENDOR TOTAL:	10,646.00
		DIVISION TOTAL:	82,370.16
		DEPARTMENT TOTAL:	82,370.16
		FUND TOTAL:	82,370.16

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	185452	UE 44448 51 TOWN CENTER	3,056.99
	185453	UE 1568 207 GILLETTE	1,001.66
		VENDOR TOTAL:	4,058.65
		DIVISION TOTAL:	4,058.65
		DEPARTMENT TOTAL:	4,058.65

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
185529	UNIFORM CLEANING	145.90
185536	UNIFORM CLEANING	145.90
	VENDOR TOTAL:	291.80
3894-CAMPBELL COUNTY LANDFILL		
185679	JANUARY 2024 WW LANDFILL CHARGES	4,839.75
	VENDOR TOTAL:	4,839.75
3904-CBH CO-OP		
185729	WASTEWATER * DIESEL RESTOCK	1,896.32
	VENDOR TOTAL:	1,896.32
1363-CHEMSEARCH		
185702	CHEMICALS	4,918.91
	VENDOR TOTAL:	4,918.91
1522-CUES INC		
185608	PARTS	1,692.17
	VENDOR TOTAL:	1,692.17
2442-DAVIS & CANNON LLP		
185677	DEFEND CLAIMS FOR BREACH OF CONTRACT-VELOCITY CONS	137.50
	VENDOR TOTAL:	137.50
1792-ENERGY LABORATORIES INC		
185624	TESTING	77.70
185625	TESTING	34.80
185626	TESTING	117.00
	VENDOR TOTAL:	229.50
1972-GRAINGER INDUSTRIAL		
185557	PARTS	2,063.75
	VENDOR TOTAL:	2,063.75
1450-HDR ENGINEERING INC		
185701	WWTP PHASE II PROJECTS	9,395.00
	VENDOR TOTAL:	9,395.00

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1549-HILLCREST SPRING WATER INC		
185559	DISTILLED WATER	156.00
	VENDOR TOTAL:	156.00
3545-INTERMOUNTAIN MOTOR SALES INC		
185758	WASTEWATER * PUMP REPAIR * BRETT	7,510.29
	VENDOR TOTAL:	7,510.29
1125-MG OIL COMPANY		
185609	OIL	1,905.44
	VENDOR TOTAL:	1,905.44
1511-NORCO INC		
185641	HARNESS	1,028.81
	VENDOR TOTAL:	1,028.81
1958-PCA ENGINEERING INC		
185618	2025 MEMBERSHPS	480.00
	VENDOR TOTAL:	480.00
2035-POWDER RIVER ENERGY CORPORATION		
185507	ELECTRIC - GIL SEWAGE MTR STA	58.30
185508	ELECTRIC - GIL EASTSIDE GURLEY LIFT	1,305.04
	VENDOR TOTAL:	1,363.34
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
185540	HVAC REPAIRS	350.00
185610	HVAC REPAIRS	210.00
	VENDOR TOTAL:	560.00
2116-RAPID FIRE PROTECTION INC		
185703	ANNUAL ALARM MONITORING	540.00
	VENDOR TOTAL:	540.00
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
185558	WATER TREATMENT FACILITY PROJECT	4,463.49
185706	WASTEWATER TREATMENT FACILITY PROJECT	490.00

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
	VENDOR TOTAL:	4,953.49
	DIVISION TOTAL:	43,962.07
	DEPARTMENT TOTAL:	43,962.07
	FUND TOTAL:	48,020.72

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Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1040-ALSCO		
185530	RUG CLEANING	57.75
	VENDOR TOTAL:	57.75
4550-BIGHORN MOUNTAIN ELECTRIC LLC		
185554	LED UPGRADES AT HEATED VEHICLE STORAGE	3,150.00
	VENDOR TOTAL:	3,150.00
1381-CITY OF GILLETTE		
185627	PETTY CASH REIMBURSEMENT 2/20/25	19.60
	VENDOR TOTAL:	19.60
4434-MANPOWER US INC		
185621	TEMP HELP AT CITY WEST	609.66
	VENDOR TOTAL:	609.66
	DIVISION TOTAL:	3,837.01
	DEPARTMENT TOTAL:	3,837.01
	FUND TOTAL:	3,837.01

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
185709	ELECTRICAL INVENTORY	2,850.00
185710	ELECTRICAL INVENTORY	171.84
185711	ELECTRICAL INVENTORY	1,329.30
185712	ELECTRICAL INVENTORY	270.00
185713	ELECTRICAL INVENTORY	924.05
185714	ELECTRICAL INVENTORY	1,350.00
	VENDOR TOTAL:	6,895.19
4333-BARCO MUNICIPAL PRODUCTS, INC		
185726	TRAFFIC INVENTORY	212.50
	VENDOR TOTAL:	212.50
1197-BORDER STATES ELECTRIC		
185727	ELECTRICAL INVENTORY	881.67
	VENDOR TOTAL:	881.67
1519-CRUM ELECTRIC SUPPLY COMPANY		
185742	ELECTRICAL INVENTORY	151.78
185743	ELECTRICAL INVENTORY	184.20
185744	ELECTRICAL WAREHOUSE	138.36
	VENDOR TOTAL:	474.34
1574-DANA KEPNER COMPANY INC		
185746	WATER INVENTORY	33,052.32
185747	WATER INVENTORY	9,613.55
185748	WATER INVENTORY	1,563.46
	VENDOR TOTAL:	44,229.33
1422-GILLETTE CONTRACTORS SUPPLY INC		
185735	WATER INVENTORY	1,429.82
185736	ELECTRICAL INVENTORY	102.78
185737	WATER INVENTORY	799.34
185738	ELECTRICAL INVENTORY	51.36
185739	WATER INVENTORY	178.50

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1422-GILLETTE CONTRACTORS SUPPLY INC		
185740	WATER INVENTORY	72.18
185741	WATER INVENTORY	4,030.76
	VENDOR TOTAL:	6,664.74
1479-NEWMAN SIGNS INC		
185760	TRAFFIC INVENTORY	392.61
185761	TRAFFIC INVENTORY	1,836.00
	VENDOR TOTAL:	2,228.61
1511-NORCO INC		
185765	ELECTRICAL INVENTORY	33.38
	VENDOR TOTAL:	33.38
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
185773	EW	231.66
185774	WATER INVENTORY	5.69
185775	ELECTRICAL INVENTORY	249.90
185776	ELECTRICAL INVENTORY	23.45
185777	ELECTRICAL INVENTORY	18.53
	VENDOR TOTAL:	529.23
2731-WATERWORKS INDUSTRIES		
185778	WATER INVENTORY	378.00
	VENDOR TOTAL:	378.00
	DIVISION TOTAL:	62,526.99
	DEPARTMENT TOTAL:	62,526.99
	FUND TOTAL:	62,526.99

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
3904-CBH CO-OP			
	185728	VM * DIESEL	28,053.00
		VENDOR TOTAL:	28,053.00
1407-COMPASSCOM SOFTWARE			
	185730	VM INVENTORY	3,555.60
		VENDOR TOTAL:	3,555.60
3398-JACK'S TRUCK CENTER INC			
	185750	VM INVENTORY	51.08
	185751	VM INVENTORY	52.17
	185752	VM INVENTORY	6.56
	185753	VM INVENTORY	25.54
	185754	VM INVENTORY	724.73
	185755	VM INVENTORY	50.78
	185756	VM INVENTORY	119.05
		VENDOR TOTAL:	1,029.91
5078-PARTSONE LLC			
	185768	VM INVENTORY	50.36
		VENDOR TOTAL:	50.36
		DIVISION TOTAL:	32,688.87
		DEPARTMENT TOTAL:	32,688.87

Expenditure Approval Report

Check Approval Date of 03/04/2025



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
185603	PARTS	171.64
	VENDOR TOTAL:	171.64
1040-ALSCO		
185646	UNIFORM CLEANING	110.96
185647	UNIFORM CLEANING	104.96
185648	UNIFORM CLEANING	105.64
	VENDOR TOTAL:	321.56
1041-ALTEC INDUSTRIES INC		
185600	PARTS	7,214.81
	VENDOR TOTAL:	7,214.81
1167-BIG HORN TIRE INC		
185604	WHEEL ALIGNMENT	109.95
185605	TIRE	64.70
	VENDOR TOTAL:	174.65
1171-BIGHORN HYDRAULICS INC		
185592	PARTS	108.94
185593	PARTS	12.50
185594	PARTS	132.93
185595	PARTS	149.67
	VENDOR TOTAL:	404.04
2677-CENTRAL TRUCK & DIESEL INC		
185601	PARTS	60.08
	VENDOR TOTAL:	60.08
1381-CITY OF GILLETTE		
185627	PETTY CASH REIMBURSEMENT 2/20/25	15.00
	VENDOR TOTAL:	15.00
1525-CUMMINS ROCKY MOUNTAIN INC		
185596	REPAIRS	2,930.80
185597	REPAIRS	3,228.33

Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1525-CUMMINS ROCKY MOUNTAIN INC		
185649	REPAIRS	7,896.00
	VENDOR TOTAL:	14,055.13
3862-DADS TRUCK AND AUTO LLC		
185660	TOW	560.00
185661	TOW	152.54
	VENDOR TOTAL:	712.54
2645-GREINER MOTOR COMPANY		
185590	PARTS	454.36
185591	PARTS	40.14
185674	PARTS	112.05
185675	PARTS	7.99
185676	PARTS	110.15
	VENDOR TOTAL:	724.69
4289-IDENTIFIX INC		
185598	DIRECT HIT SUBSCRIPTION	119.00
185599	DIRECT HIT SUBSCRIPTION	119.00
	VENDOR TOTAL:	238.00
3398-JACK'S TRUCK CENTER INC		
185579	PARTS	419.91
185580	PARTS	18.73
185581	PARTS	83.07
185583	RETURN PARTS	-72.84
185643	PARTS	230.22
185644	PARTS	2.08
	VENDOR TOTAL:	681.17
4462-JOE JOHNSON EQUIPMENT, LLC		
185642	REPAIRS	27,261.30
	VENDOR TOTAL:	27,261.30

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
4987-LAWSON PRODUCTS, INC.		
185662	PARTS	4.00
	VENDOR TOTAL:	4.00
1291-MIDLAND IMPLEMENT CO INC		
185602	PARTS	409.27
185663	PARTS	38.99
	VENDOR TOTAL:	448.26
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC		
185585	TESTING	20.95
185586	PARTS	102.85
	VENDOR TOTAL:	123.80
5078-PARTSONE LLC		
185566	PARTS	22.26
185567	PARTS	601.53
185568	CORE DEPOSIT	-81.00
185569	PARTS	57.00
185570	PARTS	12.00
185571	PARTS	49.34
185572	PARTS	136.40
185573	PARTS	140.85
185574	PARTS	22.26
185575	PARTS	22.49
185576	PARTS	122.37
185577	PARTS	453.64
185578	PARTS	15.86
185664	PARTS	41.81
185665	PARTS	29.98
185666	PARTS	129.38
185667	PARTS	22.58

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
5078-PARTSONE LLC		
185668	PARTS	23.58
185669	PARTS	7.98
185670	PARTS	136.39
185671	PARTS	216.89
185672	PARTS	8.30
185673	PARTS	8.30
	VENDOR TOTAL:	2,200.19
3929-PURVIS INDUSTRIES, LLC		
185587	PARTS	226.19
	VENDOR TOTAL:	226.19
4967-RDO EQUIPMENT CO		
185584	PARTS	508.51
	VENDOR TOTAL:	508.51
1500-SAFETY-KLEEN SYSTEMS INC		
185638	PARTS	192.90
	VENDOR TOTAL:	192.90
2190-SPENCER FLUID POWER		
185645	PARTS	219.77
	VENDOR TOTAL:	219.77
2315-THUNDER BASIN FORD LLC		
185588	PARTS	35.30
	VENDOR TOTAL:	35.30
	DIVISION TOTAL:	55,993.53
37-VEHICLE REPLACEMENT		
4976-DANA SAFETY SUPPLY		
185589	PARTS	1,345.00
	VENDOR TOTAL:	1,345.00
	DIVISION TOTAL:	1,345.00
	DEPARTMENT TOTAL:	57,338.53
	FUND TOTAL:	90,027.40

Expenditure Approval Report

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	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1077-ARCHITECTURAL SPECIALTIES LLC			
	185619	PT BUILDING OVERHEAD DOOR	726.11
		VENDOR TOTAL:	726.11
1860-FIRST CLASS AUTO			
	185659	REPAIRS	1,487.58
		VENDOR TOTAL:	1,487.58
2336-TRAFFIC & PARKING CONTROL COMPANY			
	185612	RFB BOX - 6TH & TYLER	515.00
		VENDOR TOTAL:	515.00
3901-WYOMING EARTHMOVING CORPORATION			
	185541	REPAIRS - INCIDENT #160	272.45
		VENDOR TOTAL:	272.45
		DIVISION TOTAL:	3,001.14
		DEPARTMENT TOTAL:	3,001.14
		FUND TOTAL:	3,001.14
		GRAND TOTAL:	557,217.59

Expenditure Approval Report

Check Approval Date of 02/13/2025



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
2566-OFFICE OF STATE LANDS AND INVESTMENTS		
185456	LOAN ORIGINATION FEE FOR SRF LOAN DW258	50,000.00
	VENDOR TOTAL:	50,000.00
	DIVISION TOTAL:	50,000.00
	DEPARTMENT TOTAL:	50,000.00
	FUND TOTAL:	50,000.00

Expenditure Approval Report

Check Approval Date of 02/13/2025



Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
2566-OFFICE OF STATE LANDS AND INVESTMENTS		
185455	LOAN ORIGINATION FEE FOR SRF LOAN CW205	75,000.00
	VENDOR TOTAL:	75,000.00
	DIVISION TOTAL:	75,000.00
	DEPARTMENT TOTAL:	75,000.00
	FUND TOTAL:	75,000.00

Expenditure Approval Report

Check Approval Date of 02/13/2025



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2432-WYOMING DEPT OF TRANSPORTATION			
	185454	NEW LICENSE PLATE	10.00
		VENDOR TOTAL:	10.00
		DIVISION TOTAL:	10.00
		DEPARTMENT TOTAL:	10.00
		FUND TOTAL:	10.00
		GRAND TOTAL:	125,010.00

Expenditure Approval Report

Check Approval Date of 02/19/2025



Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
88888-MISC UTILITY OVERPAYMENTS			
185461	NET METERING BUYBACK	442.51	
185462	NET METERING BUYBACK	2,051.39	
185463	NET METERING BUYBACK	860.90	
185464	NET METERING BUYBACK	396.63	
185465	NET METERING BUYBACK	614.57	
185466	NET METERING BUYBACK	475.52	
185467	NET METERING BUYBACK	60.34	
185468	NET METERING BUYBACK	298.72	
185469	NET METERING BUYBACK	251.19	
185470	NET METERING BUYBACK	300.56	
185471	NET METERING BUYBACK	430.24	
185472	NET METERING BUYBACK	648.24	
185473	NET METERING BUYBACK	412.28	
	VENDOR TOTAL:	7,243.09	
	DIVISION TOTAL:	7,243.09	
	DEPARTMENT TOTAL:	7,243.09	
	FUND TOTAL:	7,243.09	
	GRAND TOTAL:	7,243.09	

Expenditure Approval Report

Check Approval Date of 02/18/2025



	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2503-DELTA DENTAL OF WYOMING			
	185459	JANUARY 2025 ADMIN FEES AND CLAIMS	34,278.70
		VENDOR TOTAL:	34,278.70
1912-GALLAGHER BENEFIT SERVICES, INC			
	185460	FEBRUARY 2025 SHORT TERM DISABILITY ADMIN FEES	151.25
		VENDOR TOTAL:	151.25
3687-OPTUM HEALTH FINANCIAL SERVICES			
	185457	JANUARY 2025 HSA MONTHLY MAINTENANCE FEE	200.75
	185458	JANUARY 2025 COBRA PARTICIPANT FEE	145.75
		VENDOR TOTAL:	346.50
		DIVISION TOTAL:	34,776.45
		DEPARTMENT TOTAL:	34,776.45
		FUND TOTAL:	34,776.45
		GRAND TOTAL:	34,776.45

Expenditure Approval Report

Check Approval Date of 02/24/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	185691	WEEKLY CLAIMS	6,191.71
	185692	WEEKLY CLAIMS	3,315.98
	185693	WEEKLY CLAIMS	884.88
		VENDOR TOTAL:	10,392.57
3960-MII LIFE INSURANCE, INCORPORATED			
	185690	WEEKLY CLAIMS	193.79
		VENDOR TOTAL:	193.79
		DIVISION TOTAL:	10,586.36
		DEPARTMENT TOTAL:	10,586.36
		FUND TOTAL:	10,586.36

Expenditure Approval Report

Check Approval Date of 02/24/2025



Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2493-BLACK HILLS POWER & LIGHT		
185684	JANUARY 2025 WYGEN III CAPITAL AND O&M	347,657.02
185685	JANUARY 2025 WYGEN III ANCILLARY SERVICES	117,171.03
185686	JANUARY 2025 CTII ENERGY	9,514.47
185687	JANUARY 2025 TRANSMISSION	219,568.94
	VENDOR TOTAL:	693,911.46
2697-BLACK HILLS WYOMING LLC		
185688	JANUARY 2025 CTII CAPITAL AND O&M	367,356.85
185689	JANUARY 2025 CTII ENERGY	385,063.49
	VENDOR TOTAL:	752,420.34
2365-WYODAK RESOURCES DEVELOPMENT CORP		
185694	2024 WYGEN III ANNUAL TRUEUP	3,743.07
185695	JANUARY 2025 WYGEN III COAL	201,013.56
	VENDOR TOTAL:	204,756.63
	DIVISION TOTAL:	1,651,088.43
	DEPARTMENT TOTAL:	1,651,088.43
	FUND TOTAL:	1,651,088.43

Expenditure Approval Report

Check Approval Date of 02/24/2025



Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
185696		DRUG COSTS, CLAIMS, COTIVITI, CASH FLOW	61,477.24
185697		DRUG COSTS, CLAIMS, COTIVITI, CASH FLOW	93,367.63
		VENDOR TOTAL:	154,844.87
		DIVISION TOTAL:	154,844.87
		DEPARTMENT TOTAL:	154,844.87
		FUND TOTAL:	154,844.87
		GRAND TOTAL:	1,816,519.66



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 4, 2025

TITLE:

Council Member Gross - \$17.82

SUGGESTED ACTION:

I move for the approval of the conflict claims for Council Member Gross.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Conflict Claims](#)

Expenditure Approval Report

Check Approval Date of 03/04/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
55555-MISC EMPLOYEE VENDOR			
	185683	HEIDI GROSS - WAM CONFERENCE TRAVEL REIMBURSEMENT	17.82
		VENDOR TOTAL:	17.82
		DIVISION TOTAL:	17.82
		DEPARTMENT TOTAL:	17.82
		FUND TOTAL:	17.82
		GRAND TOTAL:	17.82



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

Things to Know Video for March, 2025.

STAFF REFERENCE:

VIDEO - Jennifer Toscana, Public Affairs Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

A Proclamation Designating March 9-15, 2025 as *National Girl Scout Week*.
~ Girl Scout Troops 1021 and 1643

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Proclamation](#)



PROCLAMATION

- WHEREAS,** March 12, 2025 marks the 113th anniversary of the Girl Scouts of the United States of America, which began in 1912 by Juliette Gordon Low in Savannah, Georgia; and
- WHEREAS,** throughout its distinguished history, Girl Scouting has helped inspire millions of girls and women with the highest ideals of courage, confidence, and character who act to make the world a better place; and
- WHEREAS,** through the Girl Scout Leadership Experience, girls develop the skills and lessons that will serve them throughout their lifetime so that they may contribute to their communities, families and the world; and
- WHEREAS,** Girl Scouting takes an active role in increasing girls' awareness of the opportunities available to them today in math, science, sports, technology and other fields that can expand their horizons; and
- WHEREAS,** more than 50 million American women are Girl Scout alumnae, 3.3 million girls and adult volunteers are active members, and Girl Scouts is the largest member of the World Association of Girl Guides and Girl Scouts, a global movement comprised of more than 10 million girls in 145 countries worldwide;

NOW THEREFORE, I, Shay Lundvall, Mayor of the City of Gillette, County of Campbell, and State of Wyoming do hereby proclaim March 9-15, 2025 as:

NATIONAL GIRL SCOUT WEEK

Dated this 4th day of March, 2025

Shay Lundvall, Mayor

Alicia Allen, City Clerk
(Attest)



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

Council Consideration of a Professional Services Agreement for the Construction Management Services Associated with the Allen Avenue Reconstruction and Drainage Project, with KLJ, in the Amount of \$148,450.00. (1% Project)

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for the Construction Management Services Associated with the Allen Avenue Reconstruction and Drainage Project, with KLJ, in the Amount of \$148,450.00. (1% Project)

PROJECT NUMBER:

24EN11

CASE BACKGROUND:

This agreement is for the Construction Management Services (CM) for the Allen Avenue Reconstruction Project that was previously awarded. These services will include submittal and material review, full time daily inspection, administering daily reports and weekly meetings, reconciling and tracking of daily quantities, preparing monthly pay estimates and ensuring the project is completed per the plans and city specifications.

As a review, the Allen Avenue Reconstruction Project will replace storm drain, water main, sanitary sewer main and street restoration in and around Allen Avenue (see the attached map). The existing concrete storm drainage channel which runs from west to east (located south of the church) needs regular removal of icing in winter months due to significant icing through the freeze/thaw cycles. The Streets Division removes ice buildup multiple times a year to allow water to flow through the channel. Further, existing sanitary sewer mains need relocated into the right-of-way (ROW) as two mains are currently located on private property. Water valves and fire hydrants will be replaced as they were installed in the 1970s era.

The anticipated schedule is to begin construction in the Spring of 2025 and complete the project by September 25, 2025. The project has some pumps and electrical equipment that have longer than average lead times (6-8 months) which is why this project will take a long time to complete.

ACTUAL COST VS BUDGET:

Cost: \$148,450.00, Project Budget; \$2,500,626.15

STAFF REFERENCE:

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

ATTACHMENTS:

[Allen Avenue Construction Management Agreement](#)

[Allen Avenue Project Map](#)

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

THIS IS AN AGREEMENT effective as of February 18, 2025 ("Effective Date") between
City of Gillette, Wyoming ("Owner") and
KLJ Engineering LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Allen Avenue Improvements – 24EN11 – Construction Administration ("Project").

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

Engineer's services under this Agreement are generally identified as follows: Construction Administration Services,
see Exhibit A - Scope of Services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

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

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

6.07 *Controlling 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

¹ See Special Provision #1

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.

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, 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 See Special Provision #2

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 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

³ See Special Provision #3

⁴ See Special Provision #4

party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

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

Owner: City of Gillette, WY

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

Attest: _____
(City Clerk)

Address for Owner's receipt of notices:

City of Gillette
201 E 5th Street

Gillette, WY 82716

Designated Representative (Paragraph 8.03.A):

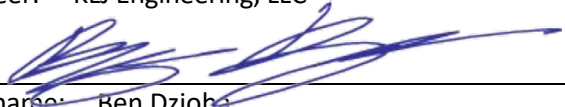
Clark Sanders

Title: Project Manager

Phone Number: 307.686.5265

E-Mail Address: clarks@gillettewy.gov

Engineer: KLJ Engineering, LLC

By: 
Print name: Ben Dzioba
Title: Vice President, Construction
Date Signed: February 4, 2025

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

ES-0605

State of: Wyoming

Address for Engineer's receipt of notices:

KLJ Engineering LLC
400 E. Broadway Ave #600

Bismarck, ND 58501

Designated Representative (Paragraph 8.03.A):

Adrienne Hahn

Title: Project Manager

Phone Number: 307.363.7395

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

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 18, 2025.

Engineer's Services

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

Project Location: Gillette, WY – Allen Avenue

Project Description:

The Allen Avenue Reconstruction & Drainage Improvements project entails professional engineering services for construction administration for storm drain, water main, sanitary sewer main and street restoration/reconstruction improvements as well as replacing the open drainage channel with storm drain infrastructure. This project includes Allen Avenue from Sutherland Drive to Lakeway Road including intersection upgrades at Vivian Court & Vivian Street. Plans are dated October 15, 2024. City of Gillette 2020 Standard Construction Specifications will be adhered to throughout construction services.

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

PART 1 – BASIC SERVICES

A1.01 Project Management

1. Tasks apply to the entire Project as listed below in the manner described.
2. As basic services, Engineer Will:
 - a. Provide project management services consisting of addressing and allocating resources on a wide range of activities from conception to completion of a project, including: defining project goals and objectives; specifying tasks and resources; and creating budgets and timelines. The project manager handles all day-to-day activities and coordination for all actions throughout the duration of the project. The project manager also confirms quality control procedures are on-going throughout the project.
 - b. The project manager also delegates all activities to the project team and coordinates the progress and completion of these activities. In addition, if any item arises during the duration of the project that is outside this scope of work, the project manager will address it with the City of Gillette.

A1.02 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

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construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Reserved.*
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

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observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- 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

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concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

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

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

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- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
- a. Construction Staking – Quality Control
 - 1) The estimated construction quality control staking is as follows:
 - a) Horizontal and Vertical Verification for manholes, inverts, hydrants, etc.
 - b) Depth and slope of water, sanitary sewer and storm sewer main

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- c) Verification of subgrade, aggregate base and asphalt and/or concrete surfacing.
- d) Verification of asphalt/concrete thickness.

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.03 *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:

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- a. Record Drawings – Record Drawings will be maintained throughout the construction process. Record drawings as well as as-built survey/GIS information will be submitted to the owner following final completion.
- 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*

- C. 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:

Exhibit A – Engineer's Services

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

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14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Reserved.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Reserved.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Reserved.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

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

Exhibit A – Engineer's Services

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

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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 February 18, 2025.

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 A – Engineer's Services

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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 A – Engineer's Services

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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 A – Engineer's Services

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

Exhibit A – Engineer’s Services

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This is **EXHIBIT C**, consisting of **4** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 18, 2025.

COMPENSATION PACKET RPR-4:
Resident Project Representative – Direct Labor Times a Factor

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

C2.04 Compensation for Resident Project Representative Basic Services – Direct Labor Costs Times a Factor Method of Payment

U. Owner shall pay Engineer for:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A.2 of Exhibit A of the Agreement, an amount equal to Engineer's Direct Labor Costs times a factor for the services of Engineer's personnel engaged directly in resident Project representation, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$148,450.00**, based upon full-time RPR services on an eight and a half-hour workday, Monday through Friday, over a 100 day construction schedule.

V. *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 Resident Project Representative or Post-Construction Basic 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: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; 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. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.~~
- ~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [].~~
- ~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~

W. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

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 1.10.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. 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 **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 18, 2025.

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

- D. 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.
- E. 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.
- F. 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 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 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 recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion:*

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

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

G. 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 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 18, 2025.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Allen Avenue Improvements

OWNER: City of Gillette, WY

CONTRACTOR: Dan Hart Patrol Service, LLC

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: 24EN11

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: December 11, 2024

ENGINEER: KLJ Engineering

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 February 18, 2025, 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:

9. 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.
10. This Notice reflects and is an expression of the Engineer's professional opinion.
11. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
12. 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.
13. 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.
14. 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 G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 18, 2025.

Insurance

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

G6.05 Insurance

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

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

Special Provisions

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

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

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

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

6.11 Indemnification

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

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

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

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

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

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

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

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

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

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

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 18, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: February 18, 2025

Owner: City of Gillette

Engineer: KLJ Engineering LLC

Project: Allen Avenue Improvements – 24EN11- Construction Administration

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

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

Description of Modifications:

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

Agreement Summary:

Original agreement amount:	\$ 148,450.00 _____
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: _____

ALLEN AVENUE RECONSTRUCT AND DRAINAGE PROJECT (24EN11)





**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

Council Consideration of a Bid Award for the Arlington Court Drainage Access Project, to Hladky Construction, in the Amount of \$200,266.80. (1% Project)

SUGGESTED ACTION:

I move for Approval of a Bid Award for the Arlington Court Drainage Access Project, to Hladky Construction, in the Amount of \$200,266.80. (1% Project)

PROJECT NUMBER:

25EN13

CASE BACKGROUND:

This project will provide drainage improvements to the Arlington Court drainage channel and place a new drainage structure in a detention pond just west of Cottonwood Park.

For the Arlington Court drainage improvements, the current access for cleaning and maintaining the drainage channel is limited and difficult. The upgrade will extend the existing inlet pipes into a newly constructed concrete storm drain structure and construct a new ramp to gain better access to the existing low flow channel. Access improvements include upgrading the existing sidewalk and boulevard areas for maintenance equipment to reach the channel. This will allow the maintenance crews to more easily and safely access the low flow channel and clean debris in the entire length of the channel. Any impact to the the existing landscape in the construction area will be replaced in-kind. Construction activities are restricted to the channel area. Any impact to the neighboring properties is minimal as the contractor will not be removing any of the existing side walls or retaining walls.

The project also included 2 bid alternates. Both bid alternates were for adding storm drainage structures near the Cottonwood Park area to help alleviate flooding along 4-J Road during intense storms. Bid alternate 1 includes constructing a concrete drainage structure (similar to a storm drain inlet box) within an existing detention pond located south of Boxelder Road and west of the Campbell County Detention Center. Bid alternate 2 includes constructing a concrete drainage structure in a detention pond just west of the intersection of Harder Drive and Cabin Dr. Adding the additional

drainage structures will help restrict flows exiting the ponds, thus slowing the flow of storm water into the Cottonwood Park area, which has a significant amount of water during large rain events.

Three regular and responsive bids were received on Tuesday February 18 at 2:00 PM. The low bidder was Hladky Construction, Inc in the amount of \$169,161.20 for the base bid.

Bidder	Base Bid	Alternate 1	Alternate 2
Hladky Construction Inc.	\$ 169,161.20	\$ 31,105.60	\$ 33,760.90
Dan Hart Patrol Service, LLC	\$ 200,031.84	\$ 29,340.00	\$ 31,825.00
Falcon Construction	\$ 192,054.00	\$ 24,299.00	\$ 21,702.00
Engineers Estimate	\$ 125,062.00	\$ 15,961.00	\$ 13,961.00

This project is fully funded with the Optional 1% Sales Tax Fund allocated within FY2025.

STAFF RECOMMENDATION:

Staff recommends awarding the base bid and bid alternate 1 at this time due to budgetary constraints. Bid alternate 2 will be reviewed with future drainage improvements within the Cottonwood Park area.

ACTUAL COST VS BUDGET:

Cost: \$200,266.80 , Budgeted Amount: \$250,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[MAP-Arlington Court Drainage Access Exhibit](#)

[MAP-Boxelder Drainage Area Exhibit](#)

[Engineer's Recommendation Letter](#)

ARLINGTON COURT DRAINAGE ACCESS PROJECT PROJECT # 25EN13

THUNDER BASIN
HIGH SCHOOL

PROJECT AREA



February 12, 2025
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

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BOXELDER DRAINAGE POND

CAMPBELL COUNTY
DETENTION CENTER

ALTERNATE 1
PROJECT AREA

COTTONWOOD
PARK



February 19, 2025
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Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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Responsibility Integrity Dedication

City of Gillette, Campbell



1900 West Warlow Drive, Suite B
Gillette, WY 82716
307 682 9500
KLJENG.COM

February 19, 2025

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

**Re: Arlington Court – Drainage Access Improvements
Project No. 25EN13 – Bid Opening Results**

Dear Mr. Sanders:

Bids for the above project were received at the City of Gillette Purchasing Office until 2:00 p.m., Tuesday, February 18th, 2025, at which time they were opened and read aloud. The following bids were submitted for consideration:

Bidder	Base Bid	Alternate 1	Alternate 2
Hladky Construction Inc.	\$ 169,161.20	\$ 31,105.60	\$ 33,760.90
Dan Hart Patrol Service, LLC	\$ 200,031.84	\$ 29,340.00	\$ 31,825.00
Falcon Construction	\$ 192,054.00	\$ 24,299.00	\$ 21,702.00

The Engineer's opinion of probable construction costs, as prepared by KLJ, was estimated at \$125,062.00.

Review of the submitted bids found zero discrepancies requiring confirmation from the bidders or use of language Per Section 00200 – Instruction to Bidders, Article 14 Section 14.01.C.

KLJ considers all bidders; Dan Hart Patrol Service, LLC, Hladky Construction, Inc. and Falcon Construction, LLC. to be responsive bids with no formal or informal discrepancies found. As referenced in the above table, Hladky Construction, Inc. is the apparent low bidder for Base Bid.

Bid Price Comparison

The low bid received was \$44,099.20 higher than the Engineer's Estimate of the Base Bid; this is approximately 35.3%. The high bid received was approximately \$74,969.84 (59.9%) higher than the Engineer's Estimate for the Base Bid.

The following bid items provided the greatest separation between Hladky Construction confirmed low bid and that of the second lowest bidder, Falcon Construction.:

- Remove & Reinstall Landscaping
- Removal of Portland Cement Concrete Pavement
- 4" Portland Cement Concrete Patch



Bid Analysis

Upon review of the bids, we recommend the award of the Base Bid to Hladky Construction. Our evaluation of the experience and reputation of the low bidder, Hladky Construction, indicates that they are capable of completing the work required.

KLJ will defer to the City's legal counsel for a final determination and recommendation.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read "Adrienne Hahn".

Adrienne Hahn, PE
Project Manager



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 4, 2025

TITLE:

Council Consideration of a Bid Award for the 2025 Force Road Mill and Overlay Project to Simon Contractors, in the amount of \$567,737.75 (1% Project).

SUGGESTED ACTION:

I move Approval for the Bid Award for the 2025 Force Road Mill and Overlay Project to Simon Contractors in the amount of \$567,737.75 (1% Project).

PROJECT NUMBER:

25EN17

CASE BACKGROUND:

This project involves improvements to the street surfacing on Force Road from Dade Road to Hidden Valley Road, Wilson Way, Doud Drive, and a section of Tory Lane in the Doud Ranch Addition Phase 1 portion (see attached location map).

The streets were initially constructed in 1996 and need to be addressed due to many surface distresses.

WHY NEEDED:

These streets were identified as needing surface improvements based on the PAVER software program. The PAVER program takes in surface distresses based on an inspection and then gives each street section a pavement condition index (PCI) between 0 and 100. This PCI is a measure of the overall condition of the pavement, with 100 being the best condition (new surfacing) and 0 indicating the pavement is no longer functional. Based on the condition of the street surfacing and the type of surface distresses, these streets were identified as good candidates for a roto mill and overlay surface improvement.

What is a Mill and Overlay project:

"Mill and overlay" refers to a road maintenance process in which the top layer of existing asphalt is first ground off using a milling machine ("mill"). Then, a new asphalt layer is applied to the top of the

milled surface ("overlay"). This process resurfaces the road while preserving the remaining asphalt surfacing and underlying base layer. A mill and overlay is a cost-effective way to extend the life of asphalt pavement.

Benefits:

It improves surface smoothness, addresses minor cracks and irregularities, and extends the life of the pavement. This maintenance process is less expensive than reconstructing the street, making it a cost-effective solution for our community to extend the life of an existing street 10+ years.

When to use:

Minor surfacing distresses, such as longitudinal and transverse cracking, minor rutting, or minor settlement, occur while the base layer of the pavement is still in good condition.

SCHEDULE:

The project is anticipated to begin construction in the early summer and will be completed in the fall of 2025.

Two contractors submitted regular and responsive bids for the referenced project. WWC Engineering has reviewed the bids received at 2:30 PM on February 18th, 2025.

This construction project is fully funded from the Optional 1% Fund and was allocated \$750,000 in the FY2025 budget.

Bid Opening Results:

BIDDER	BASE BID	ALTERNATE #2	TOTAL BID
Simon	487,654.50	80,083.25	567,737.75
Croell	596,656.00	101,625.03	698,281.03
ENGINEERS ESTIMATE	517,048.73	81,974.85	599,023.58

STAFF RECOMMENDATION:

Ry Muzzarelli, P.E., Development Services Director

ACTUAL COST VS BUDGET:

Recommended award - \$567,737.75 Allocated FY 25 budget - \$750,000

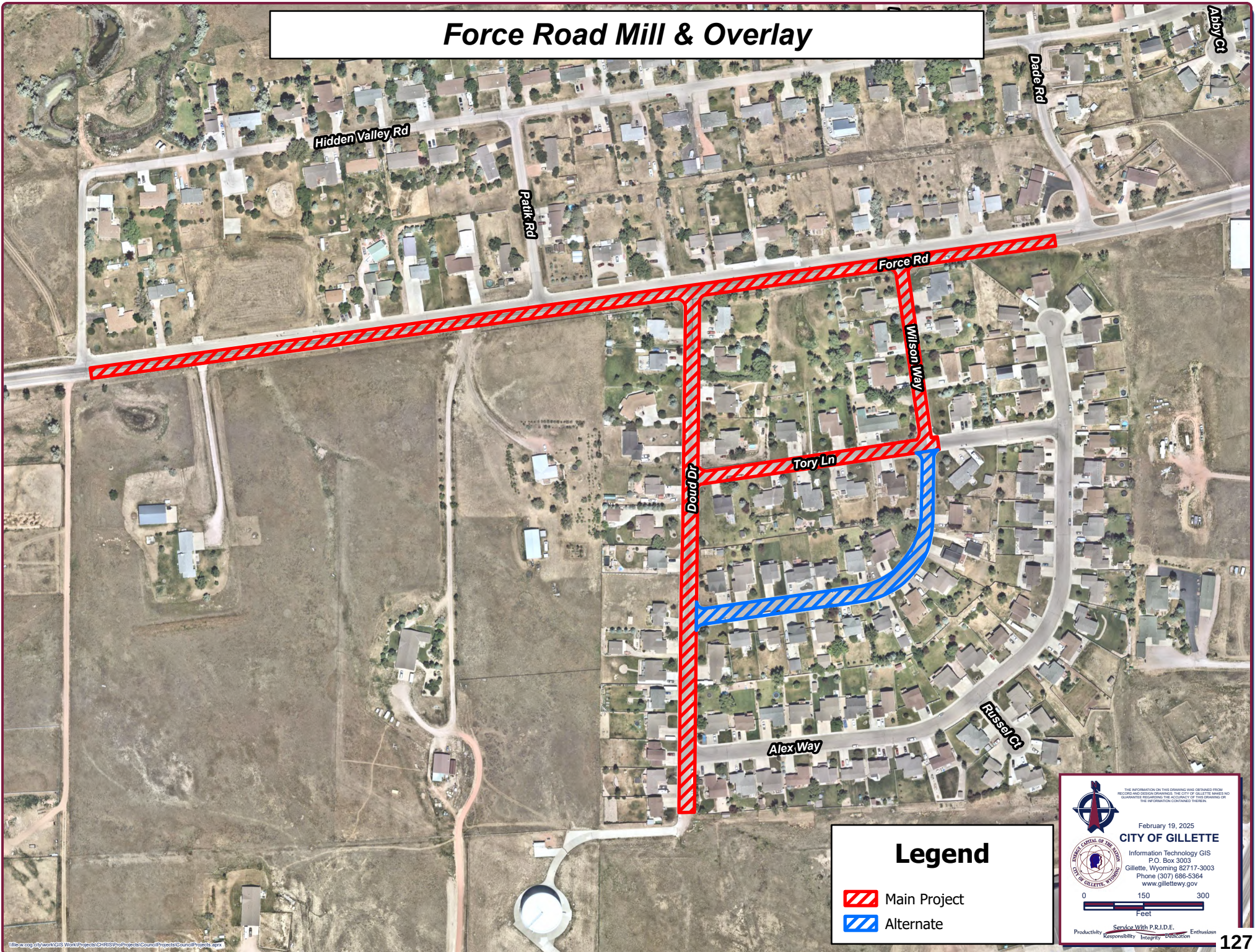
STAFF REFERENCE:

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

ATTACHMENTS:

MAP
Engineers Recommendation Letter

Force Road Mill & Overlay



Legend

-  Main Project
-  Alternate



February 19, 2025
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
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300 SOUTH GILLETTE AVE, SUITE 2001, GILLETTE, WY 82716 | 307-622-9922

February 19, 2025

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

RE: Force Road Mill & Overlay Project 25EN27

Mr. Burton,

WWC Engineering (WWC) has reviewed the bids received at 2:30 p.m. on February 18, 2025, for the above referenced project. There was one (1) addendum for this project and was acknowledged on all bids. All bidders provided certificates of Wyoming residency and furnished proper Bid Security in the form of a Bid Bond in the amount of five percent (5%) of the bid amounts.

A total of (2) contractors submitted bids, the results of which are summarized in the following table. The Engineer's total estimate (Base Bid plus Bid Alternates 1 & 2) for the referenced project is \$681,019.04.

Contractor	Base Bid	Bid Alt 1	Bid Alt 2	Total Bid	% of Eng. Est.
Simon Contractors	\$487,654.50	\$85,389.20	\$80,083.25	\$653,126.95	96%
Croell Inc.	\$596,656.00	\$106,620.83	\$101,625.03	\$804,901.86	118%

The work described under the Base Bid includes asphalt patching, pavement milling, 2-inch-thick asphalt pavement overlay, and paint striping along Force Road, Doud Drive, Wilson Way and Tory Ave. Bid Alternate 1 includes additional asphalt patching, pavement milling, 2-inch-thick asphalt pavement overlay, and paint striping along Force Road. Bid Alternate 2 includes asphalt patching, pavement milling and 2-inch-thick asphalt pavement overlay along Wilson Way.

Based on the bid results, WWC recommends awarding the contract for the referenced project to the lowest bidder, Simon Contractors, in the amount of \$567,737.75 for the work described under the Base Bid schedule and Bid Alternate 2, contingent upon available funding. The bid tabulations are attached to this letter for your records.

Thank you,

A handwritten signature in blue ink that reads "M. Dufort".

Marcus Dufort, P.E.
Project Manager

Attachment: 25EN27 Force Road M&O Bid Tabs.pdf

K:\Sheridan\City of Gillette\2024475 Force Road M&O\09Construction_Bidding\02_Award\25EN27 Award Recommendation Letter.docx

SOLVING PROBLEMS AND DELIVERING VALUE



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

Council Consideration of a Bid Award for the 2025 Asphalt Pothole Repair Project to Croell, Inc., in the Amount of \$225,780.00. (1% Project)

SUGGESTED ACTION:

I move for Approval of a Bid Award for the 2025 Asphalt Pothole Repair Project to Croell, Inc., in the Amount of \$225,780.00 (1% Project).

PROJECT NUMBER:

25EN09

CASE BACKGROUND:

Due to normal traffic and weathering, potholes regularly form and grow in our City streets as time progresses. A pothole is typically made when a crack forms in the surfacing, then water runs into the crack, the water freezes causing ice to form and therefore widen the crack. As the crack widens and vehicles continually hit the crack, the surfacing begins to deteriorate and breaks off. To help maintain the current pavement condition index for the street network infrastructure and minimize the number of potholes in the streets the council allocated funding to repair potholes throughout the City of Gillette. This project is a 4th phase of pothole repairs being completed with the allocated money from FY2025.

BENEFITS:

Pothole repairs improve surface smoothness, extends the life of the surrounding pavement and reduces water/ice infiltration.

SCHEDULE:

The project is anticipated to begin construction in the late spring and be completed in early summer of 2025.

BIDS:

Three contractors submitted regular and responsive bids received at 2:00 PM on February 13, 2025,

for the referenced project.

Croell, Inc. was the lowest bidder with a bid of \$225,780.

BIDDER	BID
Croell, Inc.	\$225,780.00
Simon Contractors	\$233,080.00
Powder River Construction	\$252,650.00
Engineer's Estimate	\$213,957.70

The project is fully funded with the Optional 1% Sales Tax Fund.

ACTUAL COST VS BUDGET:

Recommended Award - \$225,780.00 Allocated Budget - \$250,000.00

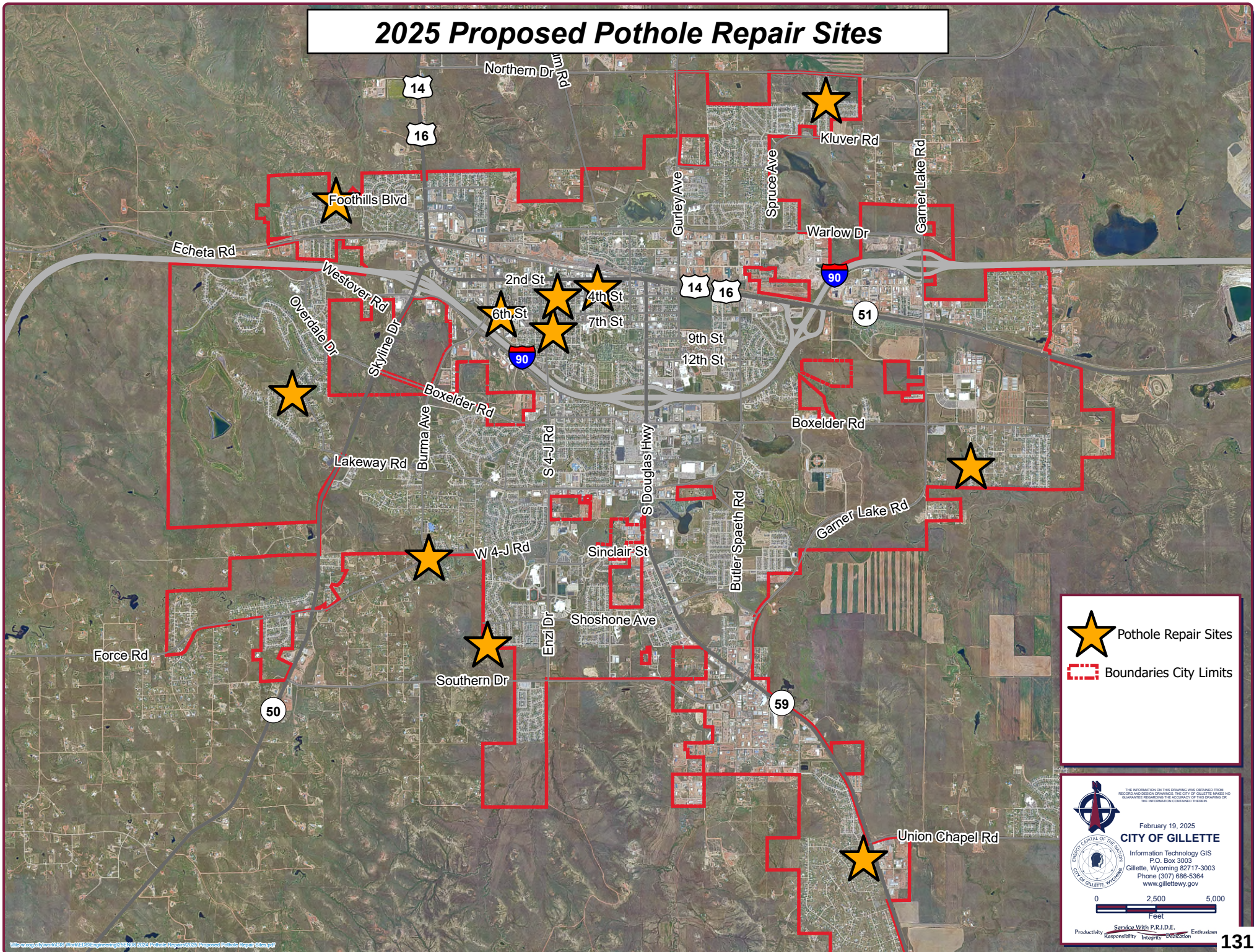
STAFF REFERENCE:

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

ATTACHMENTS:

[Location map](#)

2025 Proposed Pothole Repair Sites



 Pothole Repair Sites

 Boundaries City Limits



February 19, 2025
CITY OF GILLETTE
 Information Technology GIS
 P.O. Box 3003
 Gillette, Wyoming 82717-3003
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www.gillettewy.gov

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**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

Council Consideration to Authorize the Mayor to Sign Amendment No. 20 of the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.

SUGGESTED ACTION:

I Move for Approval to Authorize the Mayor to Sign Amendment No. 20 to the Telecommunications Raceway Lease Agreement Between the City of Gillette and Visionary Communications, Inc.

CASE BACKGROUND:

Amendment No. 20 to the original Telecommunications Raceway Lease Agreement, signed February 7, 2018, will allow Visionary Communications, Inc. to lease additional fiber optic raceway in the City of Gillette's multi-raceway fiber optic back haul system. Visionary Communications, Inc. will install fiber optic cable in the City's raceway system to serve their customers.

Revenue received from the Telecommunications Raceway Lease Amendment No. 20 shall be deposited in the City's Fiber Fund No. 506.

Per the terms of the Agreement, the City will lease its raceway at a unit cost of \$0.57805 per lineal foot with an inflationary increase of 3% per calendar year. Upon execution of Amendment No. 20, the annual lease revenue will increase by an estimated \$3,313.00.

STAFF REFERENCE:

Joff Pilon, P.E., Utilities Director

ATTACHMENTS:

[VCN Fiber Raceway Lease Amendment 20](#)

**AMENDMENT NUMBER TWENTY TO LEASE AGREEMENT FOR USE OF
CITY RACEWAY BETWEEN VISIONARY COMMUNICATIONS, INC., AND
THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING**

1. **Parties.** This Amendment is made and entered into by and between Visionary Communications, Inc. (“Company”), whose address is 1001 S. Douglas, Suite 201, Gillette, WY; the City of Gillette, Campbell County, Wyoming, (“City”) whose address is 201 East 5th Street, Gillette, WY 82716.
2. **Purpose of Amendment.** This Amendment shall constitute the twentieth amendment to the Agreement between the Company and the City which was duly executed on February 7, 2018, and which became effective February 7, 2018 (“Original Agreement”). The purpose of this Amendment is to allow the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-056, which is attached as Exhibit U and made a part of this Agreement.

The Original Agreement, dated February 7, 2018, provided for the initial lease of Raceway(s) to the Company for the total lease amount of (\$0.47) per raceway per foot per year; a three percent (3%) rent increase per year; and payment by the Company of all construction costs associated with the requested conduit system and the Raceway(s) (“Construction Fee”).

Amendment Number One, dated October 22, 2018, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-002 through VCN-A-009.

Amendment Number Two, dated December 4, 2018, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-010 through VCN-A-012.

Amendment Number Three, dated February 5, 2019, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-013 through VCN-A-014.

Amendment Number Four, dated November 19, 2019, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-015 through VCN-A-020.

Amendment Number Five, dated September 15, 2020, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-021 through VCN-A-024.

Amendment Number Six, dated March 2, 2021, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-025 through VCN-A-030.

Amendment Number Seven, dated May 4, 2021, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-

031 through VCN-A-032.

Amendment Number Eight, dated September 21, 2021, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-033 through VCN-A-034.

Amendment Number Nine, dated February 4, 2022, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-035 through VCN-A-037.

Amendment Number Ten, dated April 6, 2022, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-038 through VCN-A-043.

Amendment Number Eleven, dated June 7, 2022, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-044.

Amendment Number Twelve, dated October 6, 2023, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-045.

Amendment Number Thirteen, dated December 19, 2023, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-046.

Amendment Number Fourteen, dated January 16, 2024, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-047.

Amendment Number Fifteen, dated June 10, 2024, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-048 through VCN-A-050.

Amendment Number Sixteen, dated October 1, 2024, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-051.

Amendment Number Seventeen, dated October 15, 2024, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-052.

Amendment Number Eighteen, dated November 5, 2024, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-053 through VCN-A-054.

Amendment Number Nineteen, dated February 11, 2025, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-055.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Original Agreement.

4. **Payment.** The rent to be paid by Company to the City shall be \$0.57805 per raceway per foot per year. The specific area where the Fiber Optics will be installed is described in Exhibit U - VCN-A-056. Rent shall be paid in advance, on or before the first day of each year, for that period's rental, during the term of this Amendment. The Company understands and agrees that the rent shall automatically increase by three percent (3%) per year on the first day of each calendar year. All rental payments shall be made to the City.

The Company shall pay the Construction Fee within thirty (30) days after receipt of an invoice from the City.

The initial payment shall be made within thirty (30) days after receipt of an invoice following acceptance of the Agreement. This initial payment for the additional raceway(s) segments will be prorated for the remainder of the year in which this Amendment is accepted.

5. **Additional Responsibilities of Contractor.** The Company has not taken on any additional duties.

6. **Additional Responsibilities of Agency.** The City has not taken on any additional duties.

7. **Special Provisions**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Agreement between the City and the Company, including but not limited to governmental immunity, and including all prior amendments to this Agreement shall remain unchanged and in full force and effect.

8. **General Provisions**

- A. **Entirety of Contract.** This Amendment, consisting of five (5) pages, and Exhibit U, VCN-A-056 - Facility Location Map(s); the Original Agreement consisting of eight (8) pages, and Exhibit A - Facility Location Map; Amendment Number One consisting of three (3) pages, and Exhibit B – VCN-A-002 through VCN-A-009; Amendment Number Two consisting of three (3) pages, and Exhibit C – VCN-A-010 through VCN-A-012; Amendment Number Three consisting of three (3) pages and Exhibit D – VCN-A-013 through VCN-A-014; and Amendment Number Four consisting of three (3) pages and Exhibit E – VCN-A-015 through VCN-A-020; and Amendment Number Five consisting of three (3) pages and Exhibit F – VCN-A-021 through VCN-A-024; and Amendment Number Six consisting

of three (3) pages and Exhibit G – VCN-A-025 through VCN-A-030; and Amendment Number Seven consisting of four (4) pages and Exhibit H – VCN-A-031 through VCN-A-032; and Amendment Number Eight consisting of four (4) pages and Exhibit I – VCN-A-033 through VCN-A-034; and Amendment Number Nine consisting of four (4) pages and Exhibit J – VCN-A-035 through VCN-A-037; and Amendment Number Ten consisting of four (4) pages and Exhibit K – VCN-A-038 through VCN-A-043; and Amendment Number Eleven consisting of four (4) pages and Exhibit L – VCN-A-044; and Amendment Number Twelve consisting of four (4) pages and Exhibit M – VCN-A-045; and Amendment Number 13, consisting of four (4) pages and Exhibit N – VCN-A-046; and Amendment Number Fourteen consisting of four (4) pages and Exhibit O – VCN-A-047; and Amendment Number Fifteen consisting of four (4) pages and Exhibit P – VCN-A-048 through VCN-A-050; and Amendment Number Sixteen consisting of five (5) pages and Exhibit Q – VCN-A-051; and Amendment Number Seventeen consisting of five (5) pages and Exhibit R – VCN-A-052; and Amendment Number Eighteen consisting of five (5) pages and Exhibit S – VCN-A-053 through VCN-A-054; and Amendment Number Nineteen consisting of five (5) pages and Exhibit T – VCN-A-055 represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- B. **Counterparts.** This Amendment may be executed in any number of separate, but identical counterparts. This Amendment may be executed by facsimile signatures or electronic delivery of signatures which will bind the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

9. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number Twenty to the Original Agreement between the City and the Company, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

The effective date of this Amendment is the date of the signature last affixed to this page.

CITY OF GILLETTE

Shay Lundvall - Mayor

Date

COMPANY



Brian R. Worthen - Visionary Communications, Inc.

Feb 13th, 2025
Date

(S E A L)
ATTEST:

Alicia Allen, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Sean Brown

Date



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 4, 2025

TITLE:

A Public Hearing to Consider Amendments to the Gillette City Budget for FY2024-2025.

SUGGESTED ACTION:

I move to approve the Amendments to the Gillette City Budget for FY2024-2025.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Public Hearing Notice](#)

LEGAL NOTICE

Notice is hereby given that a Public Hearing will be held for the purpose of amending the City of Gillette's budget for the Fiscal Year 2024-25 budget year. Said hearing will be held on Tuesday, the 4th day of March, 2025, in the City Council Chambers at the hour of 6:00 p.m. or as soon thereafter as the City Council may order. The proposed adjustments are as follows:

SUMMARY OF BUDGET

ESTIMATED REVENUES:

General Fund		
Taxes	\$	29,568,920
License and Permits		912,541
State & Federal Shared Revenues		4,791,240
Grants & Loans		5,024,745
Charges for Services		4,746,289
Other Revenues		6,244,211
Application of Unassigned Cash		11,169,793
One Percent Tax		49,223,133
LID 652 - Interstate Industrial		106,945
Madison Water Line		47,551,025
Utilities Administration		3,108,792
Solid Waste		3,784,361
Water		21,615,598
Power		38,199,412
Sewer		38,676,143
Fiber		531,972
City West Operations		1,069,003
City Warehouse		235,100
Vehicle Maintenance		6,346,528
Health Insurance		7,299,380
Insurance		1,491,352
Grand Total	\$	281,696,483

ESTIMATED EXPENSES:

Mayor and Council, General	\$	197,340
Administration, General		599,429
Special Projects, General		19,066,247
City Attorney, General		709,571
Human Resources, General		782,378
Safety and Risk Management, General		210,364
Finance, General		1,145,401
Customer Service, General		1,549,430

Purchasing, General	318,567
Information Technology, General	5,161,189
Police, General	12,065,136
Dispatch, General	1,364,130
Victims Advocate, General	259,387
Animal Control, General	441,202
Animal Shelter Operations, General	797,989
City Hall Maintenance, General	1,802,156
Public Works Administration, General	470,508
Parks, General	3,035,528
Forestry, General	323,201
Streets, General	3,632,514
Traffic Safety, General	936,154
Engineering, General	1,426,099
Building Inspection, General	849,553
Planning, General	669,033
Code Compliance, General	186,319
Gillette Public Access, General	507,317
City Clerk, General	332,785
Judicial/Parking Control, General	473,584
Public Affairs, General	330,359
One Percent Tax, Capital Projects	49,223,133
LID 652 - Interstate Industrial	106,945
Madison Water Line, Enterprise	45,929,525
Utilities Administration, Enterprise	764,531
Electrical Engineering, Enterprise	902,552
SCADA, Enterprise	1,441,709
Solid Waste, Enterprise	3,784,361
Water, Enterprise	20,406,834
Swimming Pool, Enterprise	205,538
Power, Enterprise	35,577,345
Sewer, Enterprise	30,933,108
Fiber, Enterprise	531,972
City West Operations, Intergovernmental	1,064,514
City Warehouse Operations, Intergovernmental	235,100
Vehicle Maintenance, Intergovernmental	6,346,528
Health Fund, Insurance	7,299,380
Insurance, Insurance	1,311,364
Grand Total	\$ 265,707,309

Publish: February 22, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

Council Consideration of a Resolution to Approve Amendments to the Gillette City Budget for FY2024-2025.

SUGGESTED ACTION:

I move to approve the Resolution to amend the City of Gillette budget for the 2024-2025 Fiscal Year.

CASE BACKGROUND:

This is the second budget amendment to the FY2024-2025 Council approved budget, which was approved by Council on June 18, 2024. This amendment adds an additional \$449,236 in expenditure authority. The amendment includes:

1. Carryover requests funded by application of unassigned cash totaling \$231,475 for the Comprehensive Plan in the General Fund.
2. New/Additional funding requests funded by application of unassigned cash and/or offsetting revenue totaling \$217,761, distributed as follows:
 1. General Fund - Various increases and adjustments of \$214,416; Increase of \$89,020 for professional services for City Hall Chiller Plant; Increase of \$75,000 for City Pool Project; Increase of \$130,000 for renovations and furniture for Customer Service office; Increase of \$127,000 for Control Room 1 Replacement; Increase of \$59,000 for Little League nets and repairs; Increase of \$86,000 to hire a consultant for Engineering Design and Construction Standards and Subdivision Ordinance
 2. 1% Fund - Decrease of \$678,675 to remove the Lakeway Pathway Project
 3. Water Fund - Increase of \$100,000 for Swimming Pool operations
 4. City West Fund - Decrease of \$2,000 to remove vehicle upfit expenses
 5. Warehouse Fund - Increase of \$3,000 for safety cabinets and additional storage
 6. Vehicle Maintenance Fund - Increase of \$15,000 for installation of a cab/plow to an existing mower

A detailed itemization of the budget amendment requests is attached. All requests included for consideration have been reviewed and recommended for approval by the Finance Department and Administration.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Resolution](#)

[FY25 BA#2 Summary](#)

RESOLUTION NO.

A RESOLUTION AMENDING THE GILLETTE CITY BUDGET FOR THE 2024-25 FISCAL YEAR PURSUANT TO W.S. 16-4-113.

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

THE CITY BUDGET, AS SO REVISED, ALTERED AND OUTLINED BELOW, BE ADOPTED AS THE OFFICIAL CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025.

ESTIMATED REVENUES:

General Fund		
Taxes	\$	29,568,920
License and Permits		912,541
State & Federal Shared Revenues		4,791,240
Grants & Loans		5,024,745
Charges for Services		4,746,289
Other Revenues		6,244,211
Application of Unassigned Cash		11,169,793
One Percent Tax		49,223,133
LID 652 - Interstate Industrial		106,945
Madison Water Line		47,551,025
Utilities Administration		3,108,792
Solid Waste		3,784,361
Water		21,615,598
Power		38,199,412
Sewer		38,676,143
Fiber		531,972
City West Operations		1,069,003
City Warehouse		235,100
Vehicle Maintenance		6,346,528
Health Insurance		7,299,380
Insurance		1,491,352
Grand Total	\$	281,696,483

ESTIMATED EXPENSES:

Mayor and Council, General	\$	197,340
Administration, General		599,429
Special Projects, General		19,066,247
City Attorney, General		709,571
Human Resources, General		782,378
Safety and Risk Management, General		210,364
Finance, General		1,145,401
Customer Service, General		1,549,430

Purchasing, General	318,567
Information Technology, General	5,161,189
Police, General	12,065,136
Dispatch, General	1,364,130
Victims Advocate, General	259,387
Animal Control, General	441,202
Animal Shelter Operations, General	797,989
City Hall Maintenance, General	1,802,156
Public Works Administration, General	470,508
Parks, General	3,035,528
Forestry, General	323,201
Streets, General	3,632,514
Traffic Safety, General	936,154
Engineering, General	1,426,099
Building Inspection, General	849,553
Planning, General	669,033
Code Compliance, General	186,319
Gillette Public Access, General	507,317
City Clerk, General	332,785
Judicial/Parking Control, General	473,584
Public Affairs, General	330,359
One Percent Tax, Capital Projects	49,223,133
LID 652 - Interstate Industrial	106,945
Madison Water Line, Enterprise	45,929,525
Utilities Administration, Enterprise	764,531
Electrical Engineering, Enterprise	902,552
SCADA, Enterprise	1,441,709
Solid Waste, Enterprise	3,784,361
Water, Enterprise	20,406,834
Swimming Pool, Enterprise	205,538
Power, Enterprise	35,577,345
Sewer, Enterprise	30,933,108
Fiber, Enterprise	531,972
City West Operations, Intergovernmental	1,064,514
City Warehouse Operations, Intergovernmental	235,100
Vehicle Maintenance, Intergovernmental	6,346,528
Health Fund, Insurance	7,299,380
Insurance, Insurance	1,311,364
Grand Total	\$ 265,707,309

PASSED, APPROVED AND ADOPTED THIS 4TH DAY OF MARCH, 2025.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publish:

Revenue Budget Amendment Adjustments:**General Fund:**

Application of Unassigned Cash for Carryover Items - General Fund	231,475	
Application of Unassigned Cash for Additional Items - General Fund	726,306	
Application of Designated Cash for Additional Items - General Fund	23,000	
Miscellaneous Grant Revenue - EUDL, Best Friends Network	31,130	
Total General Fund Revenue Adjustments:		<u>1,011,911</u>

Other Funds:

Federal Grant Revenue - 1% Fund - Remove Tap Grant for Lakeway Pathway Project	(678,675)	
Transfer from General Fund to Water Fund to cover increased Swimming Pool expenses	100,000	
Federal Grant Revenue - Wastewater Fund - ARPA Water & Sewer Grant, SARS Testing Grant	563,800	
Remove Loan Funding - Wastewater Fund - Replaced with Grant Revenue	(500,000)	
Application of Unassigned Cash for Additional Items - Other Funds	16,000	
Federal Grant Funding - Vehicle Maintenance Fund - Remove DEQ Grant for equipment replacement	(421,600)	
Application of Unassigned Cash for Additional Items - Vehicle Maintenance Fund - Replaces grant revenue	421,600	
Total Other Fund Revenue Adjustments:		<u>(498,875)</u>
Total Revenue Adjustments:		<u><u>\$ 513,036</u></u>

Expenditure Budget Amendment Adjustments:

Budget Amendment Requests for Carryover Items:

General Fund:

Planning - Comprehensive Plan

231,475	
	231,475
	\$ 231,475

Total General Fund Carryover Expenditure Adjustments:

Total Carryover Requests:

Requests for Additional Funds:

General Fund

General Fund - Various Items (GHPC Funding, Appreciation BBQ, Fitness Room equipment, Write off obsolete inventory, Equipment for virtual bid openings, vehicle upfit, GovDelivery notification system)

34,685

General Fund - Special Projects - Increase professional services agreement for City Hall Chiller Plant

89,020

General Fund - Special Projects - City Pool (23EN05) - Additional funds to update bath house and mechanical room

75,000

General Fund - Customer Service - Renovations and Furniture for Customer Service Office

130,000

General Fund - Police - Various Items (Purchase of K9 and tactical equipment - offset by designated fund balance, EUDL overtime - offset by grant funding, body worn cameras, AED batteries)

52,921

Animal Shelter - Best Friends Network - TNR/Community Cat Program, equipment and training (100% Grant Funded)

26,810

General Fund - Parks - Install/Replace Little League nets, Little League fence repair, Transfer to Water for Swimming Pool Expenses

159,000

General Fund - Engineering/Planning - Funds to hire a consultant to review Engineering Design and Construction Standards and Subdivision Ordinance

86,000

General Fund - GPA - Control Room 1 Replacement

127,000

Total General Fund Additional Expenditure Adjustments:

780,436

1%, Water & Other Funds

1% - Irrigation Improvements - Central Control Investment Phase 2 (24PK09)

(140,000)

1% - Irrigation Improvements - Providence Park (25EN26)

140,000

1% - Bike & Walking Pathways - Remove Lakeway Pathway Project - grant application was denied

(678,675)

Water - Swimming Pool - Additional lifeguard and operating expenses

100,000

City West - Funds for upfit on unit 250037 moved from City West to Streets

(2,000)

Warehouse - Replace safety cabinets and additional storage

3,000

Vehicle Maintenance - Purchase and install cab/plow to existing mower

15,000

Total Other Funds Additional Expenditure Adjustments:

(562,675)

Total Additional Funding Requests

\$ 217,761

Total Expenditure Adjustments:

\$ 449,236

Revenues Over/(Under) Expenditures

63,800



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lots 1 & 6 of Block 2, Arley Acres Phase 1, City of Gillette, Campbell County, Wyoming, from C-1, General Commercial District, to E-MH RS, Enhanced Manufactured Home Suburban Residential District, per the Attached Exhibit.

ATTACHMENTS:

[Public Hearing Notice](#)

PUBLIC HEARING NOTICE

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 4th, 2025, 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 & 6 OF BLOCK 2, ARLEY ACRES PHASE 1, ALSO KNOWN AS 2003 SMITHIE RD & 2002 ANVIL LN, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM C-1, GENERAL COMMERCIAL DISTRICT TO E-MH RS, ENHANCED MANUFACTURED HOME SUBURBAN 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 DIVISION **148** FOR

DATED: JANUARY 28TH, 2025

February 15, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 4, 2025

TITLE:

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

SUGGESTED ACTION:

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

APPLICANT/OWNER:

Jeremy Horrocks, Owner & Applicant | Benjamin Horrocks, Owner

AGENT:

Sheila Slocum, PCA Engineering Inc, Agent

CASE SUMMARY:

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

CASE BACKGROUND:

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

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

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

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

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

CASE REQUIREMENTS:

There are no Planning Requirements.

STAFF RECOMMENDATION:

Staff recommends approval.

STAFF REFERENCE:

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

CASE MANAGER:

Shannon Stefanick, City Planner

ATTACHMENTS:

[Zoning Exhibit](#)

[Zoning Map](#)

[Vicinity Map](#)

[Planning Requirements](#)

[Ordinance](#)

[Finding Of Facts](#)

[Planning Commission Minutes](#)



CAMPLEX CAMPGROUND

BOXELDER ROAD

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

LOT 1, BLOCK 2
ARLEY ACRES

LOT 6, BLOCK 2
ARLEY ACRES

SMITHIE ROAD

LOT 2, BLOCK 2
ARLEY ACRES

LOT 7, BLOCK 2
ARLEY ACRES

ANVIL LANE

SCALE: 1" = 200'

Design by: SMS 01/14/2025

Drawn by:

Revised:

Revised:

PCA Project Number: 254058.01

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



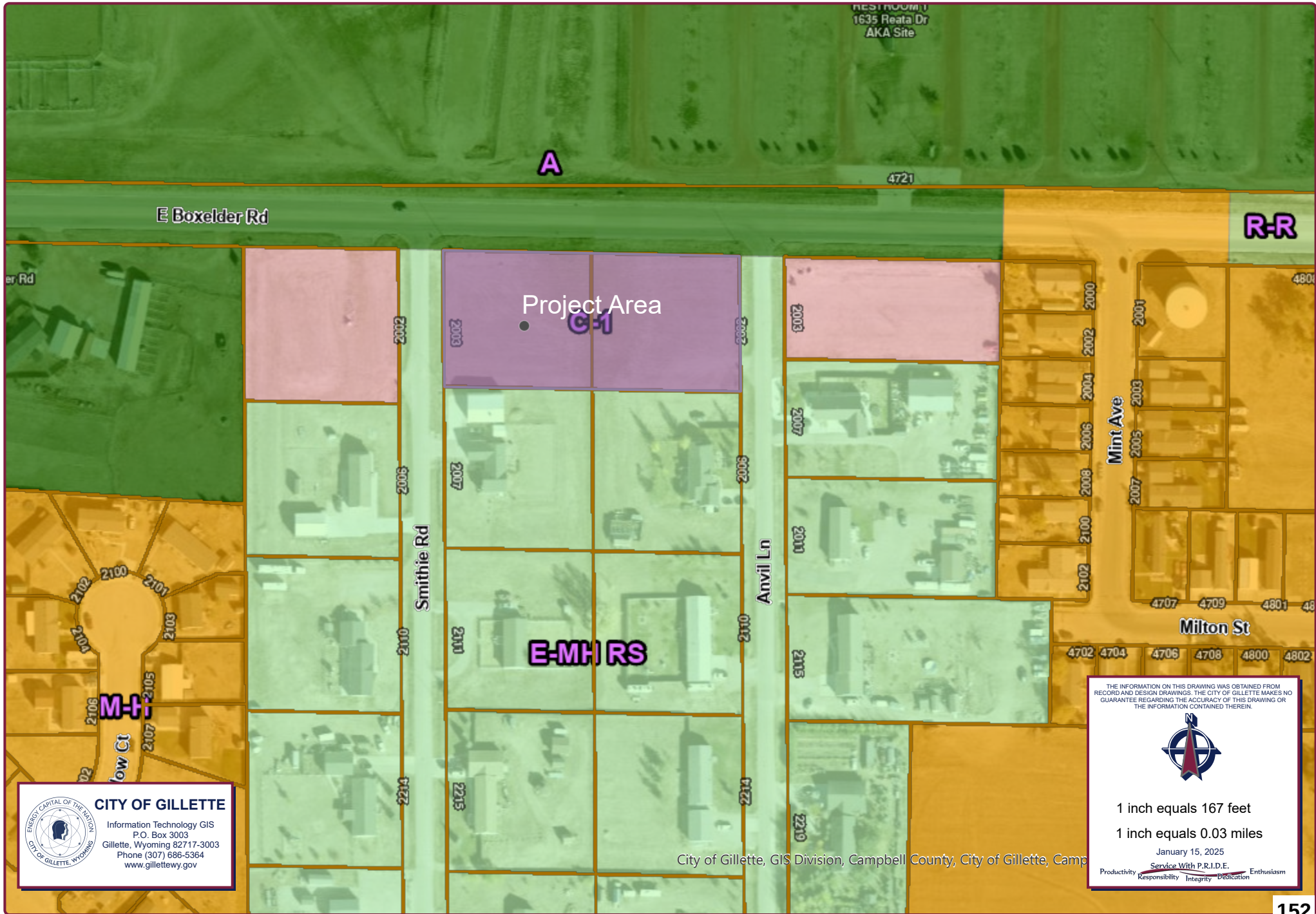
Prepared for:

JEREMY HORROCKS
4058 E BOXELDER ROAD
GILLETTE, WY 82718

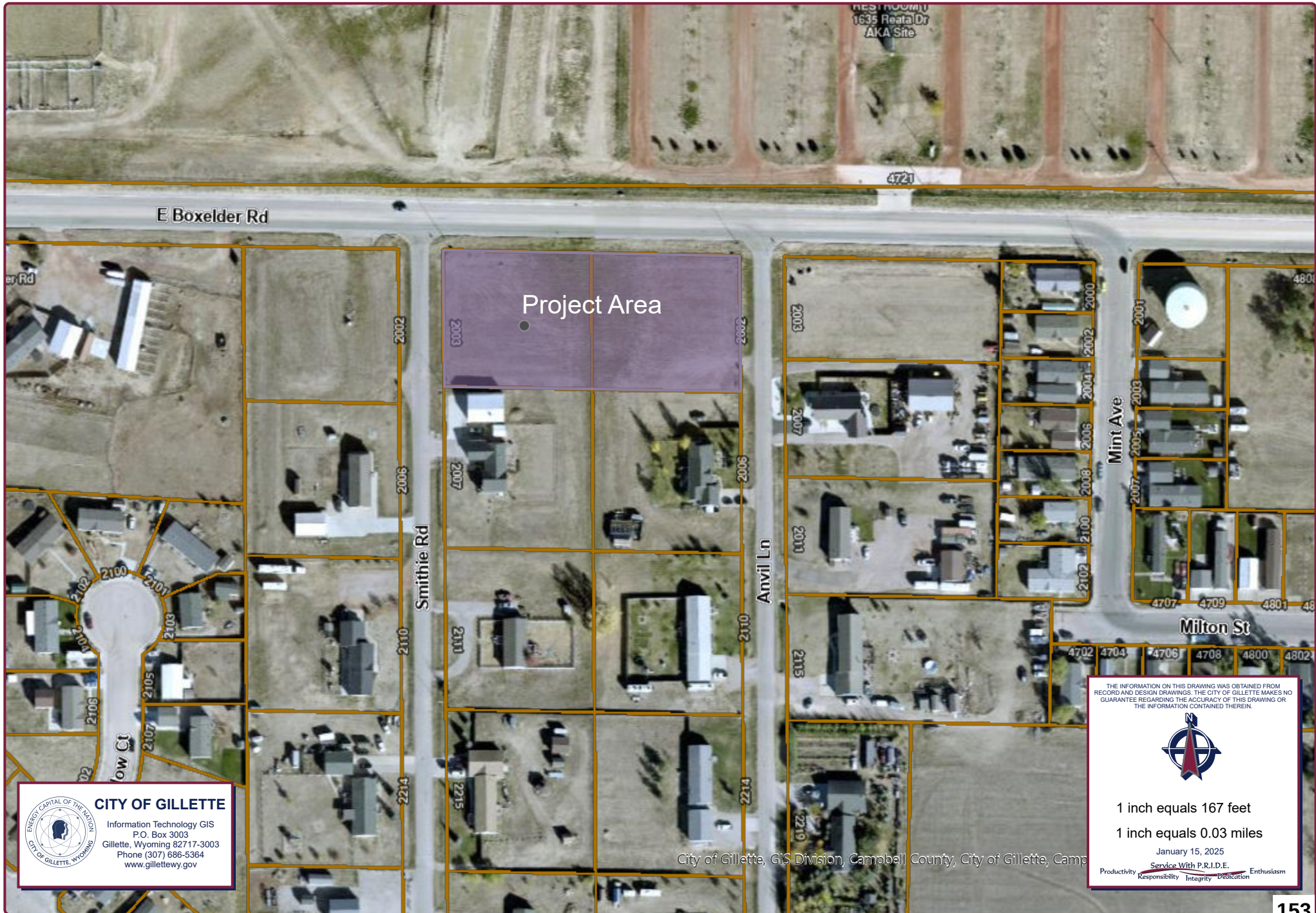
2003 SMITHIE RD - L1B2 ARLEY ACRES
2002 ANVIL LN - L6B2 ARLEY ACRES
ZONING EXHIBIT

1/1

Zoning Map



Vicinity Map



Planning Requirements

PL2025-0001

Zoning Map Amendment | 2003 Smithie Ln & 2002 Anvil Rd

There are no Planning Requirements for this case.

ORDINANCE NO.

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

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

Section 1. Legal Description

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

Section 2. Zoning Amendment

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

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

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Shay Lundvall, Mayor

Publication Date:

3. Case Manager established that the current Zoning Ordinance requires all proposed

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

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

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

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

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

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

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

CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

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

NOTICE

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

DATED THIS 26 day of February, 2025.

CITY OF GILLETTE PLANNING COMMISSION


Ryan Conklin, Vice-Chair

ATTEST: 

Shannon Stefanick, City Planner

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

PRESENT

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

Commission Members Absent: Chair Shaun Hottell, Matthew Nelson.

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

CALL TO ORDER

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

APPROVAL OF
THE MINUTES

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

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

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

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

Per Section 1.e(1) Amendment Procedures, Statement of Policy: Any person, corporation, or the City may initiate amendments to the Zoning Code to:
a) Correct an obvious error or oversight in the regulations; or
b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

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

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

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

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

OLD BUSINESS

None.

NEW BUSINESS

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

ADJOURNMENT

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

Minutes taken and prepared by Meredith Duvall, Planning Manager.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: March 4, 2025

TITLE:

Council Meeting Safety & Public Meeting Rules.

CASE BACKGROUND:

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Meeting Safety & Public Meeting Rules](#)



CITY CLERK'S OFFICE

CITY COUNCIL MEETING SAFETY & PUBLIC MEETING RULES

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

Speakers

- Persons seeking to be recognized for public comment must, without exception:
 - State their name
 - State their physical address
 - If speaking on behalf of an organization, identify their position or affiliation
- The public comment period will be limited to ten (10) minutes total.
- Speakers must remain behind the podium/lectern.
- Speakers shall refrain from making comments of a personal nature that reflect upon the character of a Councilperson, the Mayor, City staff, or another speaker. Personal criticism, ridicule, intimidating behavior, and name calling is forbidden.
- Speakers shall refrain from the use of indecent or obscene language, "fighting words" or other language which is disruptive to the orderly discussion at the meeting.

Audience Members

- Audience members will refrain from distracting side conversations or speaking out when another person is talking.
- Audience members will refrain from shouting, booing, or other similar unruly behavior that impedes or disrupts the orderly conduct of the meeting.

Enforcement of Meeting Rules

- The Governing Body will request that a person violating any Meeting Rules cease the violation.
- Failure to comply with the Governing Body's warning may result in removal from the Council Chambers, criminal prosecution pursuant to Gillette City Code Section 14-5, recess of the meeting, or any remedy available under Wyoming law.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **March 4, 2025**

TITLE:

Executive Session for Legal Advice Pursuant to W.S. 16-4-405(a)(iii).

SUGGESTED ACTION:

I move to enter into Executive Session for Legal Advice Pursuant to W.S. 16-4-405(a)(iii).

STAFF REFERENCE:

Sean Brown, City Attorney