CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.
Monday, August 4, 2025
6:00 PM

SPECIAL MEETING

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. **Invocation and Pledge of Allegiance led by Reverend Cory Young of First United Methodist Church.**

C. APPROVAL OF GENERAL AGENDA

D. APPROVAL OF CONSENT AGENDA

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

1. **Special Meeting Minutes - July 22, 2025**

2. **<u>ORDINANCE 3RD READING</u>**
   Council Consideration of an Ordinance to Amend Chapter 18, Sections 18-2 through 5, 18-7 through 11, 18-20 through 22 of the Gillette City Code.

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

3. **<u>ORDINANCE 3RD READING</u>**
   Council Consideration of an Ordinance to Amend Chapter 7, Sections 7-1 through 5, 7-17, 7-18, 7-20 and 7-29 of the Gillette City Code.

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

4. **<u>ORDINANCE 2ND READING</u>**
   Council Consideration of an Ordinance Approving and Authorizing an Amendment to Ordinance 3961 and Associated Amended PUD Final Plat, The Villas at Legacy Ridge to be known as Resubdivision of Lots 6E & 7E, Block 2 of the Villas at Legacy Ridge, Phase 1 P.U.D.; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

Staff Reference: Ry Muzzarelli, PE, Director of Development Services

5. Bills and Claims

Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. Council Member Smith - $369.78

Staff Reference: Michelle Henderson, Finance Director

2. Council Member Gross - $679.19

Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. Years of Service Recognition - Brian Law, Utilities, 30 Years of Service

Staff Reference: Joff Pilon, Utilities Director

2. A Proclamation Designating August 27, 2025 as *Happy Girls Don't Do That Day.*
~ MaLinda Perry

Staff Reference: Michael H. Cole, City Administrator

3. A Proclamation Designating August 15th & 16th, 2025 as the *40 Year Anniversary Celebration of Cam-Plex.*
~ Laura Chapman, Campbell County Public Land Board Chair and Aaron Lyles, Cam-Plex Executive Director

Staff Reference: Michael H. Cole, City Administrator

4. ECED Update - Rusty Bell, CEO

Staff Reference: Michael H. Cole, City Administrator

5. Chapter 13 Nuisance Compliance Presentation

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

6. Things to Know Video for August, 2025

Staff Reference: VIDEO - Jennifer Toscana, Public Affairs Director

H. UNFINISHED BUSINESS

I. NEW BUSINESS

1. **Council Consideration of a Request for Funding for the 2025 Energy Capital Start-up Challenge Pitch Competition in the amount of $10,000.00.**

   Staff Reference: Michael H. Cole, City Administrator

2. **Council Consideration of a Special Event permit including live music at the City Park on September 14th from 6:00 p.m. to 8:00 p.m. for a Worship Service, requested by the Christian Church of Gillette.**

   Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

3. **Council Consideration of a Special Event permit including a partial street closure on the corner of Gillette Ave. and 3rd St. Plaza from 6:00 p.m. on Friday, September 5 until 10:00 a.m. on Saturday, September 6th, for the purpose of setting up a large tent for the Gillette Main Street Brews & Cruise, requested by Gillette Main Street.**

   Staff Reference: MAP - Jennifer Toscana, Pubic Affairs Director

4. **Council Consideration for the Acceptance of Public Improvements for the Providence Crossing Park Irrigation Project, Installed by G & G Landscape, Inc. in the Amount of $140,000.00 (1% Project).**

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

5. **Council Consideration for the Acceptance of Public Improvements for the 2025 Asphalt Pothole Repair Project Constructed by Croell, Inc., in the Amount of $255,506.44 (1% Project).**

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

6. **Council Consideration for a Bid Award for the Warren & 5th Street Surfacing Repair Project to S & S Builders, in the Amount of $72,270.00 (1% Project).**

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

7. **Council Consideration of a Bid Award for the Foothills Reconstruction Project, to DRM, Inc, in the Amount of $ 3,715,393.16 (1% Project).**

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

8. **Council Consideration of a Bid Award for the Gillette Regional Water Supply Project: Priority 5 for the Gillette Regional Airport and Means ISD to DRM, Inc., in the Amount of $2,800,148.47.**

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

9. **Council Consideration of a Bid Award for the Council of Community Services Renovation Project, to Hladky Construction, Inc, in the Amount of $1,155,024.91.**

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

10. **Council Consideration of a Professional Services Agreement for Engineering Services Associated with the Remington Drainage Improvements, with KLJ Engineering LLC, in the Amount of $50,000.00 (1% Project).**

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

11. **Council Consideration of a Professional Services Agreement for Construction Management Services Associated with the Heritage Lift Station Replacement Project, with HDR Engineering Inc, in the Amount of $330,819.00 (1% Project).**

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

12. **Council Consideration of the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement Fifth Amendment -- 2025 D.B.A. Campbell County Fire Department.**

    Staff Reference: Sean A. Brown, City Attorney

13. **Council Consideration of a Pre-Annexation Agreement between the City of Gillette and Bill Chasteen for property located at 5437 S Douglas Highway.**

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

14. **Council Consideration of a Pre-Annexation Agreement between the City of Gillette and Daniel and Debby Ward for Property Located in the Northwest Portion of the Northwest Section 9, Township 49, Range 72 Along West Southern Drive.**

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

15. **<u>ORDINANCE 1ST READING</u>**
    Council Consideration of an Ordinance Approving and Authorizing the Partial Vacation of a 20-Foot-Wide General Utility & Water Line Easement Recorded in Book 11 of Plats, Page 241, by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 6/0)

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

16. **<u>ORDINANCE 1ST READING</u>**
    Council Consideration of an Ordinance to Amend the Electrical Line Extension Policy for the City of Gillette and to Amend Chapter 17, 17-5 of the Gillette City code to Include Reference to the Amended Electrical Line Extension Policy.

    Staff Reference: Joff Pilon, Director of Utilities; Sean Brown, City Attorney.

J. PUBLIC HEARINGS AND CONSIDERATIONS

K. PUBLIC COMMENT

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

1. Council Meeting Safety & Public Meeting Rules.

Staff Reference: Michael H. Cole, City Administrator

L. ADMINISTRATOR'S REPORT

M. EXECUTIVE SESSION

1. Executive Session for the purpose of Potential Litigation Pursuant to W.S. 16-4-405(a)(iii) and Real Estate Pursuant to W.S. 16-4-405(a)(vii).

Staff Reference: Sean Brown, City Attorney

N. ADJOURNMENT

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Invocation and Pledge of Allegiance led by Reverend Cory Young of First United Methodist Church.

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Special Meeting Minutes - July 22, 2025

ATTACHMENTS:
Minutes 07.22.2025

A special meeting of the City Council was held on Tuesday the 22nd day of July 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; Directors Henderson, Muzzarelli, Pilon, Toscana, Wasson, and Wilde; Police Captain Alger; City Clerk Allen and Deputy City Clerk Clymer.

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

Approval of General Agenda
Council President Carsrud made a motion to approve the General Agenda; seconded by councilmember Gross. All voted aye. The motion carried.

Approval of Consent Agenda
Minutes
Regular Meeting Minutes – July 1, 2025

Other
Council Consideration to Memorialize a Special Event Permit on the 200 Block of Ross Ave., from W 2nd St. to W 3rd St., from S Ross Ave. to S Richards Ave., which occurred on July 19, 2025, from 9:00 a.m. to 3:00 p.m., for the Frontier Auto Museum Annual Car Show, requested by Jeff Wandler.

Bills and Claims
69 Foothills, LLC, 37,000.00; Aars, Sage, 103.92; Absolute Auto, LLC, 120.38; Adobe Systems Inc, 38,986.68; Advance Auto Parts, 149.68; Agosto Holdings, LLC, 3,502.32; Allee, Peter, 61.51; Alsco, 1,325.34; Altec Industries Inc, 586.28; Alvarez, April, 82.33; Amen, Justis, 476.44; American Equipment Inc, 11,414.25; Anatek Labs, Inc, 1,480.00; Anderson, Phoebe & David, 160.29; Anixter Power Solutions, 6,991.80; Atlas Office Products, 4,601.64; Avi Systems Inc, 63,564.43; Baity, Jessica, 103.58; Banded Properties, 102.37; Beliew, Tanner, 101.45; Beltz, Mary, 55.31; Best Best & Krieger LLP, 10,079.00; Bevilacqua, Ronald, 135.02; Big Horn Tire Inc, 689.09; Bighorn Hydraulics Inc, 87.22; Bighorn Mountain Electric LLC, 755.36; Bjerkbeck, Lucas, 157.87; Black Hills Energy, 5,667.73; Black Hills Power & Light, 834,257.00; Black Hills Power & Light, 10,106.57; Black Hills Power & Light, 549,321.62; Black Hills Power & Light, 251,613.64; Black Hills Wyoming LLC, 122,156.93; Black Hills Wyoming LLC, 286,169.89; Black Hills Wyoming LLC, 4,505.36; Blessings In a Backpack - Gillette, 20,000.00; Blue Cross Blue Shield of Wyoming, 105,388.50; Blue Cross Blue Shield of Wyoming, 101,000.69; Blue Cross Blue Shield of Wyoming, 49,511.35; Bomgaars Supply, 439.50; Border States Electric, 52,487.46; Boys And Girls Club of Campbell County, 42,500.00; Bruhn, Jeremiah, 57.25; Bryce, Stephanie, 60.00; Caldwell, Jason, 146.75; California Sensor Corporation, 2,090.00; Campbell County Commissioners, 15,000.00; Campbell County Community Resource Coalition, 1,000.00; Campbell County Conservation District, 50,000.00; Campbell County Hospital District, 1,955.00; Campbell County Joint Powers Fire Board, 1,282,697.01; Campbell County Parks and Recreation Dept, 4,000.00; Campbell County Public Land Board Camplex, 263,256.00; Campbell County Senior Citizen Center, 169,000.00; Campbell County Weed and Pest, 7,688.11; Campco Federal Credit Union, 12,775.32; Car-Knack Inc, 110.00; Cash, Jackson, 174.59; Cash, Mckenzie, 115.84; Castro Hernandez, Pedro, 124.36; Central Truck & Diesel Inc, 223.35; CenturyLink, 3,014.80; Charter Media, 1,299.00; Christina Krasovich, 3,000.00; Christopher Rogge, 110.00; City Clerk Office, 22,387.93; City Of Gillette - Petty Cash, 235.54; Climb Wyoming, 39,500.00; Collection Professionals Gillette, 717.63; Collins Communications Inc, 13,177.50; Compass Indian Hills LLC, 47.83; Compass Indian Hills LLC, 84.84; Compass Indian Hills LLC, 116.38; Compass Indian Hills LLC, 47.41; Concrete Conservation Inc, 5,369.26; Consolidated Engineers Inc, 19,198.50; Cooper, George, 0.73; Cooperative Personnel Services, 995.00; Core & Main, 276,937.66; Council Of Community Services, 75,000.00; Croell Inc, 242,731.12; Curalinc, LLC, 1,150.20; Current Electric, LLC, 137.18; Dan Hart Patrol Service, LLC, 275,864.80; Dana Safety Supply, 954.50; Dell Computer Corp, 32,012.60; Delta Dental of Wyoming, 29,538.80; Department Of Energy, 64,667.98; Department Of the Treasury, 1,877.27; Design Construction LLC, 190,163.50; Dilliplaine, Ann, 59.45; Dowl LLC, 20,085.45; DRM Inc, 694,502.45; Edible Prairie Project, 5,000.00; Elite Truck, 989.97; Ellsworth, John, 147.50; Elm Court Hc6 LLC, 200.00; Employment Testing Center of Wyoming, 500.00; Energy Aquistion, 134.72; Energy Capital Economic Development, 65,000.00; Energy Laboratories Inc, 300.30; Energy Share of Wyoming, 13.44; Erickson, Cory, 124.63; Ferguson Enterprises, Inc #1116, 11,383.40; Fields, Ayvree, 19.25; First American Title, 170.00; First National Bank of Gillette, 2,000,000.00; First National Bank of Gillette, 14,932.79; First Northern Bank of Wyoming, 25,606.87; First State Bank, Division of Glacier Bank, 14,519.20; Flagshooter LLC, 959.52; Fraleigh, Daniel, 132.83; Frandson Safety Inc,

105.00; G And G Landscaping Inc, 61,100.00; Gabriel Project Of Wyoming Inc, 23,000.00; Gades Sales Company Inc, 480.00; Gallagher Benefit Services, Inc, 163.75; Garcia, Ashley, 173.73; Garratt Callahan Company, 1,460.00; Gibbs, Velma L, 83.63; Gillette Abuse Refuge Corporation, 47,500.00; Gillette Contractors Supply Inc, 9,459.37; Gillette Main Street, 15,000.00; Gillette Reproductive Health, 30,000.00; Gillette Steel Center, 441.00; Govermentjobs.Com, 13,810.16; Governmentjobs.Com, 14,642.08; Greg Bowman, 243.96; Greg's Welding Corporation, 7,693.98; Greiner Motor Company, 1,651.04; Grossenburg Implement Incorporated, 225.05; Gullett, Josh, 67.19; Hawkins Inc, 895.26; HDR Engineering Inc, 113,005.73; HealthEquity, Inc., 2,429.58; HealthEquity, Inc., 2,999.67; HealthEquity, Inc., 1,242.02; HealthEquity, Inc., 2,967.79; HealthEquity, Inc., 250.25; Hector Fuentes, 6,935.00; Highview MHC LLC, 97.17; Highview MHC LLC, 0.63; Hladky Construction, 86,077.07; Holford, Marcy, 77.65; Homax Oil, 29,168.18; Hot Iron, 244,620.47; Hughes Fire Equipment, Inc., 441.96; Hyde, Shawn, 200.00; Ink Therapy By Des LLC, 145.45; International Code Council Inc, 102.00; Interstate Engineering, Inc, 5,485.00; Interstate Power Systems Inc, 2,416.35; It Outlet Inc, 11,738.55; Itron Inc, 6,956.26; Jack's Truck Center Inc, 997.87; Jade Dey, 514.00; Jenner Equipment Co, 365.73; JLC Sign Systems Inc, 440.00; Joe Johnson Equipment, LLC, 205.87; Kennedy, Carly, 113.08; Kiser, Emylee, 200.00; Klein, Jacob, 136.15; KLJ Engineering LLC, 19,879.21; KSLA Corp, 9,675.00; Land Surveying Incorporated, 2,500.00; Lane, Autumn, 66.73; Lawrence, Nikole, 31.68; Leak Locators of Montanta, LLC, 14,401.00; Lexisnexis Matthew Bender, 2,122.05; Liberty Village Apartments and Townhomes, 34.37; Lindsey Morales, 3,000.00; Lor Consulting, 43.57; Lori Frederic, 1,343.96; Mcfarline, Dayton, 104.75; MCM General Contractors, 89,723.25; Mg Oil Company, 204.18; Mid West Pest Management, 6,914.25; Midland Implement Co Inc, 1,206.66; Mike Porter, 88.20; Morales, Jorge, 137.01; Morrison Maierle Inc, 75,673.92; Mountain Peaks Diagnostics, LLC, 117.80; Mystix, 316.98; Nathan G Steiner, 15,330.20; Nelson, Keith, 75.41; News Record, 13,501.10; Norco Inc, 7,393.76; One Call of Wyoming Copr, 890.40; Online Information Services Inc, 44.40; Optum Health Financial Services, 355.30; Ostlund, Jordan & Lexi, 47.89; Paintbrush Sewer & Drain, 13,051.70; Park Plaza MHC LLC, 45.37; Partsone LLC, 1,244.94; PCA Engineering Inc, 28,110.35; Personal Frontiers Inc, 31,500.00; Pete Lien & Sons Inc, 2,123.00; Plendl, David, 167.40; Postal Pros Southwest Inc, 8,172.17; Powder River Construction, 197,646.02; Powder River Energy Corporation, 7,326.27; Powder River Heating & Conditioning Corporation, 2,262.10; Prestwood, Hailey, 121.30; Pro Force Law Enforcement, 9,107.70; ProElectric Inc, 11,340.80; Quality Agg and Construction Inc, 2,608.13; Quent Kissack, 900.00; Railroad Management Co LLC, 5,068.45; RDO Equipment Co, 1,302.32; Red Tiger Well Service, 78,257.90; Remington Village Icg, LLC, 32.51; Remington Village Icg, LLC, 38.65; Ride And Shine Equine Assisted Therapy, 6,000.00; RLJ Enterprises, 2.28; Rms Instrument & Electrical, LLC, 21,265.43; Roach, Bruce, 110.85; Robotic Technologies, 3,949.00; Rocked Co LLC, 500.00; Rocky Mountain Hoist Service, 2,235.00; Ron Turley Associates Inc, 20,443.00; RSA Security LLC, 2,475.00; Ryan Schrock, 241.00; S & S Builders, 440.00; Saltus Technologies, LLC, 12,650.00; Salvation Army, 132.95; Sands, Katelyn, 100.83; Sd Myers, LLC, 6,930.00; Second Chance Ministries, 30,000.00; Security State Bank, 12,874.76; Shi International Corp, 168.43; Simon Contractors, 395,865.74; Sir Speedy, 448.77; Smarsh Inc., 29.56; Soltani, Mohammad, 118.58; South Fork Apartments, LLC, 39.39; South Fork Apartments, LLC, 70.24; South Fork Apartments, LLC, 9.63; South Fork Apartments, LLC, 40.91; Southern Computer Warehouse, 4,295.24; Southwestern Equipment Company, 657.21; Staples Contract & Commercial LLC, 945.37; State Of Wyoming Office of the Attorney General, 35.00; Sterling Infosystems, Inc, 511.43; Structural Dynamics LLC, 5,547.30; Stryker Sales, LLC, 4,995.00; Stuart C. Irby Co, 6,489.29; Swanky Mountain LLC, 332.06; Tantalus Systems Inc, 2,070.30; Terry Sjolin, 1,025.00; That Embroidery Place, 3,046.70; Thunder Basin Ford LLC, 1.60; Thunder Rock II LLC, 117.43; Tn Management LLC, 37.15; Tn Management LLC, 6.22; Torgerson's, LLC, 1,431.27; Traffic & Parking Control Company, 22.91; Tyler Technologies Inc, 22,835.40; UMB Bank, 109,678.18; United Central Industrial Supply Co, 6,789.11; Untamed Design LLC, 6,000.00; Vanvlerah, Nathan & Andrea, 1.10; Veliz Gomez, Kathie, 56.57; Verizon Wireless, 7,764.05; Verizon Wireless, 1,840.73; Vigil, Matracia, 150.00; Visionary Communications, 1,092.96; Visitation & Advocacy For 6th Judicial District, 35,926.00; Warm, 370,293.65; Warm Property Pool, 508,375.43; Waste Connections of Wyoming, 2,335.04; Wesco Receivables Corp, 15,233.97; Western Stationers, 7,607.66; Westview MHC LLC, 4.82; Westview MHC LLC, 20.43; White's Frontier Motors, 37.93; William Scott Knigge, 2,728.38; Wilson, Austin, 104.74; WWC Engineering, 6,398.25; WWC Engineering, 41,983.75; Wyodak Resources Development Corp, 45,396.56; Wyoming Cooperative Liquid Assets Securities, 4,000,000.00; Wyoming Cooperative Liquid Assets Securities, 83.63; Wyoming Department of Health, 936.00; Wyoming Dept Of Transportation, 112.72; Wyoming Division Victim Service, 390.00; Wyoming Machinery Co, 24,923.12; Wyoming State Revenue and Tax, 116,313.52; Wyoming Supreme Court, 11,006.34; Wyoming Water Solutions, 14.00; Xerox Corporation, 499.09; Youth Emergency Services Inc, 96,000.00

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

Approval of Conflict Claims

Councilmember Gross made a motion to approve a Conflict Claim for Mayor Lundvall in the amount of $440.00; seconded by councilmember Clary. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. Mayor Lundvall abstained. The motion carried.

Comments

Council

Councilmember Gross thanked the community for their participation in the WyoGives event. Gross added that Councilmembers Smith, McLeland, and herself attended the Idaho National Laboratory in Idaho Falls adding that it was a fascinating and informative tour.

Councilmember McLeland stated that they got to see a Nuclear Reactor and it was interesting to learn about the new research they are doing.

Councilmember Smith shared the highlights of his trip and expressed gratitude to the taxpayers for making it possible.

Liaison Report

Councilmember McLeland thanked the Campbell County Fire Department for their efforts on containing fires this Summer. Councilmember McLeland stated that while attending the Fire Board meeting, the members picked new Officers and added some additional responsibilities for city appointees.

Councilmember Gross commented about two open positions on the Land Board.

Written Comments

City Clerk Allen summarized two comments from Rolf Arands, who shared concerns about the bike path crossing at Pintail Dr. and Butler Spaeth Rd., and speeding vehicles on Pintail Drive. He suggested adding stop signs, path markings, and removable speed bumps to the area.

Proclamations / Presentations

Director Muzzarelli gave an overview of cost recovery for the Building and Planning Divisions. He outlined the various costs and fees related to both departments, provided comparisons with fees in other municipalities, and discussed proposed next steps. Councilmembers West, Carsrud, and Smith voiced concerns about implementing higher fees and expressed interest in re-evaluating building regulations alongside the costs. Councilmember West noted that while local contractors may not object to higher fees, they often feel discouraged due to the challenges of building in Gillette. He emphasized that if fees are to be raised, the permitting processes should also be updated. Councilmember McLeland echoed fellow councilmembers' concerns and added that the city needs to recover their costs as well. Administrator Cole stated that other neighboring communities tend to be more unique to their locations which could influence their building codes.

Unfinished Business

Ordinance 2nd Reading

ORDINANCE NO. 26-01
AN ORDINANCE TO AMEND CHAPTER 18, SECTIONS 18-2 THROUGH 5, 18-7 THROUGH 11, 18-20 THROUGH 22 OF THE GILLETTE CITY CODE.

Councilmember West made a motion to approve the foregoing Ordinance on 2nd reading; seconded by Council President Carsrud. All voted aye. The motion carried.

ORDINANCE NO. 26-02
AN ORDINANCE TO AMEND CHAPTER 7, SECTIONS 7-1 THROUGH 5, 7-17, 7-18, 7-20 AND 7-29 OF THE GILLETTE CITY CODE.

Councilmember West made a motion to approve the foregoing Ordinance on 2nd reading; seconded by councilmember Gross. All voted aye. The motion carried.

New Business

Minute Action

Councilmember Gross made a motion to approve a Special Event Permit for a Neighborhood BBQ on a portion of Federal Avenue from 1:00 p.m. to 8:00 p.m. on August 2, 2025; Requested by Travis Hague; seconded by councilmember West. Councilmember Gross expressed her joy to see a neighborhood gather for a BBQ. All voted aye. The motion carried.

Council President Carsrud made a motion to accept Public Improvements for the 2025 Large Patch Project installed by S&S Builders, LLC, in the Amount of $57,852.40 (1% Project); seconded by councilmember Gross. Administrator Cole explained the location of the project. Council members

Smith, McLeland, Gross, Carsrud, Clary, and Smith voted aye. Mayor Lundvall abstained. The motion carried.

Councilmember West made a motion to accept Public Improvements for the City Hall and Police Department Elevator Modernization Project, Completed by Kone Inc., in the amount of $630,938.00; seconded by councilmember McLeland. All voted aye. The motion carried.

Council President Carsrud made a motion to accept a General Utility Easement for 3000 Powder Basin Avenue, Prepared by Land Surveying Incorporated, on Behalf of the Developer, NicGin Enterprise, LLC; seconded by councilmember McLeland. Administrator Cole explained that the utility easement is necessary for Raine Garden's new facility to accommodate the existing drainage ditch located on the property. All voted aye. The motion carried.

Councilmember West made a motion to approve a Quote Award for the Replacement of Two Boiler Stacks at the Wastewater Plant to Hladky Construction Inc. in the Amount of $53,982.11; seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember West made a motion to approve a Bid Award for the 2025 Gurley Overpass Deck Injection Repairs Project, to Hladky Construction, Inc, in the Amount of $68,750.00 (1% Project); seconded by councilmember McLeland. Administrator Cole explained that the proposed action involves annual maintenance and epoxy injection work on the bridge. Councilmember Smith asked about the expected duration of the closure, to which Administrator Cole responded that it would last no more than two weeks, though historically the work has been completed in less time, depending on weather and other conditions. Council President Carsrud and Councilmember Clary requested a follow-up on the repairs completed earlier this year. All voted aye. The motion carried.

Council President Carsrud made a motion to reject all bids received for the Animal Control Building Addition; seconded by councilmember West. Council members Smith, McLeland, Gross, Carsrud, Clary, and Smith voted aye. Mayor Lundvall abstained. The motion carried.

Councilmember Gross made a motion to approve Amendment No. 2 to a Professional Services Agreement for Construction Management Services Associated with the Gillette Regional Water Supply Phase III Project, with HDR, Inc., in the Amount of $152,103.00; seconded by councilmember McLeland. Administrator Cole provided background of which three districts will benefit from the extension of the water supply. Cole added that the foregoing amendment is due to an unforeseen circumstance of a bore located underneath the railroad. Due to this, the agreement needs to include the changes to the construction plans. All voted aye. The motion carried.

Councilmember Gross made a motion to approve Amendment No. 2 to the Contract Between Wyoming Department of Health, Public Health Division to Sample Untreated Wastewater to Facilitate Wide-Scale Epidemiological Surveillance of Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-COV-2) or Bacteria or Viruses of Concern; seconded by councilmember Clary. Director Pilon informed the council that the city collects samples and submits them to the state, which in turn compensates the city approximately $600.00 per week. All voted aye. The motion carried.

Council President Carsrud made a motion to Authorize the Mayor to Sign a Development Agreement with the Wyoming Department of Transportation for the Port of Entry Watermain Improvements Project; seconded by councilmember West. All voted aye. The motion carried.

Ordinance 1st Reading

ORDINANCE NO. 26-03
AN ORDINANCE APPROVING AND AUTHORIZING AN AMENDMENT TO ORDINANCE 3961 AND ASSOCIATED AMENDED PUD FINAL PLAT, THE VILLAS AT LEGACY RIDGE TO BE KNOWN AS RESUBDIVISION OF LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE 1 P.U.D.; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.
(PLANNING COMMISSION VOTE: 4/0)

Councilmember Gross made a motion to approve the foregoing Ordinance on first reading; seconded by councilmember Clary. Administrator Cole explained the Planned Unit Development (P.U.D.) in greater detail. Cole stated that the foregoing Ordinance will amend the plat to reconfigure the specified lots as well as alter the lot size that was developed in the P.U.D. All voted aye. The motion carried.

Public Comment

Rolf Arands presented his background in the subject before expressing his concerns and risks associated with nuclear waste.

Administrator's Report

Administrator Cole announced that the August 5th Council Meeting has been rescheduled to August 4th due to a scheduling conflict with the National Night Out event. He added that the event will take place downtown and is free and open to the public.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 6:58 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next regularly scheduled meeting on August 5, 2025 is cancelled, and special meeting will take place on Monday, August 4, 2025, in the City Hall Council Chambers.

_____

Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____

Alicia Allen, City Clerk
Publication Date: July 29, 2025

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

ORDINANCE 3RD READING
Council Consideration of an Ordinance to Amend Chapter 18, Sections 18-2 through 5, 18-7 through 11, 18-20 through 22 of the Gillette City Code.

SUGGESTED ACTION:

I move for Approval of the Ordinance to Amend Chapter 18, Sections 18-2 through 5, 18-7 through 11, 18-20 through 22 of the Gillette City Code.

PROJECT NUMBER:

NA

CASE BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0
ORDINANCE 2ND READING VOTE: 7/0

An update to Chapter 18 Streets and Sidewalks was needed to help correct, update and clarify many sections that were outdated or simply not used with todays construction practices. A summary of these modifications are listed below for reference, in no particular order:

1. Update table of contents as needed.
2. Updated the need for a permit to obstruct the ROW not to exceed 30 minutes. It was 5 minutes.
3. Updated all City of Gillette Construction and Design Standards to “the current adopted edition of the City of Gillette Construction and Design Standards” throughout entire section.
4. Removed the $75 fee for each compaction test for the City to pay for. Left in the compaction testing schedule so contractors can complete all work.
5. Removed Deposit Requirements with each permit. The deposit amounts were outdated and no deposit was collected in many years.
6. Updated language that the permit can be an original “or electronic”.
7. Clarified that any city employee can request to see the ROW permit not just Public Works Department, Development Services Department or Police Officer.
8. Added verbiage of “without approval of the City Engineer” with the permit. This states the

permittee to transfer or assign the permit to any other person, without approval of the City Engineer.

9. Removed the word “tunnel” from wording when someone wants to bore under a newly constructed street. This allows boring only unless it’s deemed an emergency.
10. Changed 2 hours to 30 minutes for when a permitee who obstructs the public way to notify PD, FD, Hospital and local news media.
11. Changed retaining walls to be constructed at least 6 feet from back of curb (instead of 4 feet). This helps ensure future construction of sidewalks can be placed with forms within the ROW.
12. Changed the height of a retaining wall shall not be constructed more than 4 feet in height (instead of 3 feet).
13. Added “Any retaining wall constructed at or greater than four (4) feet in height shall obtain a building permit.” This aligns with the current building codes.

ACTUAL COST VS BUDGET:

NA

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:
Chapter 18 Proposed Amendments
Chapter 18 for approval

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 18, SECTIONS 18-2, 18-3, 18-4, 18-5, 18-7, 18-8, 18-9, 18-10, 18-11, 18-20, 18-21 AND 18-22 OF THE GILLETTE CITY CODE.

RECITAL: the Governing Body of the City of Gillette desires to amend Chapter 18 Sections 18-2 "Permit for Excavation or Construction Within a Public Way or Public Easement", 18-3 "Permit for Placing Strone, Timber, etc., on Public Way", 18-4 "Permit for Obstructing Public Ways", 18-5 "Eligibility Requirements", 18-7 "Fee for Compaction Tests", 18-8 "General Deposit", 18-9 Special Deposit", 18-10 "Conditions", 18-11 "Construction General", 18-20 "Retaining Walls", 18-21 "Driveways" and 18-22 "Curb and Gutter" of the Gillette City Code.

THEREFORE, be it ordained by the governing body of the City of Gillette:

SECTION ONE. Chapter 18 of the Gillette City Code is amended to read as follows (with changes noted in red):

Article I. In General.

§18-1. Definitions.

§18-2. Permit for Excavation or Construction Within a Public Way or Public Easement.

§18-3. Permit for Placing Stone, Timber, etc., on Public Way.

§18-4. Permit for Obstructing Public Ways.

§18-5. Eligibility Requirements.

§18-6. Permit Fee.

§18-7. ~~Fee for~~ Compaction Tests.

§18-8. Corrective Actions~~General Deposit~~.

~~§~~18-9. ~~Special Deposit.~~Unused

§18-10. Conditions.

§18-11. Construction General.

§18-12. Street Cuts.

§18-13. Traffic control and Signing

Article II. In General.

§18-14 Regulation of Trees in Public Ways.

§18-15. Damaging, etc., Street Signs.

§18-16. Renaming streets.

§18-17. Removal of obstructions by owner or occupant of abutting property--Generally.

§18-18. Permitting sidewalks to remain out of repair or unsafe or dangerous.

§18-19. Monuments, Property Corners, Reference Points.

§18-20. Retaining Walls.

§18-21. Driveways.

§18-22. Curb and Gutter.

§18-1. Definitions.

City - City of Gillette

City Engineer - City Engineer of the City of Gillette or his authorized representative.

Construction - Any work performed within a Ppublic Wway including but not limited to the repair, alteration, or new construction of streets, sidewalks, curb and gutter, driveways, retaining walls, drainage structures, water lines, sewer lines, electrical power lines, telephone lines, gas lines or television lines, etc..

Excavation - Any work where material, such as soil, asphalt, concrete or gravel, is cut, removed and replaced with suitable material including but not limited to street cuts, curb cuts, sidewalk cuts, driveway cuts, or cuts in public easements.

Person - Any person, firm, partnership, association, corporation, company, or organization of any kind.

Public Easement - Public right-of-way, including but not limited to street right-of-way, public drainage ways and alleys.

Public Way - Public right-of-way, including but not limited to street right-of-way, public drainage ways and alleys. (Ord. No. 1211, 6-29-81.)

Article I. Permits.

Division I. Types of right-of-way (ROW) Permits

§18-2. Permit for Excavation of Construction Within a Public way Or Public Easement.

No person shall begin excavation or construction within a Ppublic Wway or Ppublic Eeasement without first obtaining a permit from the City Engineer. If, however, an emergency arises in which it becomes necessary to make immediate excavations in order that the public safety be preserved, then in that event, it shall not be necessary to secure the above said permit prior to making said excavations, provided however, that said permit shall be secured within two (2) working days after said excavation, each day thereafter will be considered a separate offense. (Ord. 1211, 6-29-81.)

§18-3. Permit for Placing Stone, Timber, etc., on Public Way.

No person shall place or cause to be placed any stone, brick, timber, lumber, plank, board, or other material for building or for any purpose whatever in or upon any Ppublic Wway without a permit from the City Engineer. (Ord. 1211, 6-29-81.)

§18-4. Permit for Obstructing Public Ways.

No person shall cause the complete obstruction of any Ppublic Wway for a continuous period of time, not to exceed five (5) thirty (30) minutes, unless he first obtains a permit from the City Engineer. Designated Arterial and Collector streets shall never be completely obstructed without first obtaining a permit from the City Engineer. (Ord. 1211, 6-29-81.)

Division II. Permit Requirements and Fees.

§18-5 Eligibility Requirements.

No person will be eligible to receive a permit to work in any Ppublic Wway unless said person holds a valid Class A Contractors License, issued by the City Building Inspector and said person has provided either a general or special deposit. Exceptions to the eligibility requirements are as follows:

(a) An individual property owner may perform limited Ceonstruction or repair work immediately adjacent to his property without having a Class A contractors License or without providing either a general or special deposit. The Ceonstruction or repair work the property owner is limited to is Ceonstruction or repair of sidewalks, curb and gutter and driveway sections. However, the property owner is still required to obtain a permit from the City Engineer and must perform the Ceonstruction or repair work in conformance with the the current adopted edition of the City of Gillette Construction Specifications and Design Standards.

(b) City of Gillette maintenance personnel, when performing work for the City, are not required to obtain a permit, nor are they required to have a Class A Contractors License or a deposit. (Ord. 1211, 6-29-81.)

§18-6. Permit Fee.

The permit fee is twenty-five dollars ($25.00). This fee will cover the cost of inspections and administration by the City. (Ord. 3945, 4/03/18)

§18-7. Fee for Compaction Tests with ROW permit.

~~A fee of seventy-five dollars ($75.00) will be charged for each required compaction test.~~ The minimum number of compaction tests is determined as follows:

(a) One compaction test for every twenty (20) lineal feet of curb and gutter.

(b) One compaction test for every two hundred (200) square feet of sidewalk and driveway section.

(c) One compaction test for every twenty (20) lineal feet of trench excavation for each six (6) feet of depth; or one compaction test for every twenty (20) cubic yards of excavation, whichever is greater.

(d) The schedule of compaction tests for general construction work shall comply with the the current adopted edition of the City of Gillette Construction Specifications and Design Standards. (Ord. 3945, 4/03/18)

Division III. ~~Deposit~~Corrective Requirements.

§18-8. ~~General Deposit.~~Corrective Actions

~~Any person applying for a permit must either have a general deposit on file with the City or shall provide a special deposit at the time of applying for the permit.~~

~~(a) The general deposit will normally be required from persons who apply for excavation permits on a regular basis. The fee schedule for the general deposit shall be as follows:~~

~~(1) When excavations average up to 100 square feet per month, the deposit shall be $500.00.~~

~~(2) When excavations average 100 to 1000 square feet per month, the deposit shall be $1500.00.~~

~~(3) When excavations average 1000 to 5000 square feet per month, the deposit shall be $3000.00.~~

(a)~~(b)~~ If the permittee fails to complete the required work within the allowed time or if the work is not done in accordance with City Specifications or City Code, the City will cause the work to be done satisfactorily. The City shall then present a bill to the permittee for the amount expended plus a service charge of 15%.

(b~~e~~) Upon receipt of a bill from the City for services performed ~~in B.~~, the permittee shall make full payment to the City within thirty~~two~~ (~~2~~30) working days.

(cd) If the permittee does not make full payment within thirtytwo (230) working days, the City shall draft funds from the permittee's general deposit to cover the cost of the work plus the 15% service charge.

(de) The city shall not issue any further permits to the permittee until all bills for work performed abovein B. are paid in full. and the general deposit has been reestablished to it's full amount. (Ord. 1211, 6-29-81.)

§18-9. Special Deposit.(Unused)

(a) A Special Deposit will be required from persons who apply for excavation permits very infrequently. A Special Deposit will also be required from persons who apply for permits for obstructing public ways and for permits for placing stone, timber, etc., on a public way. The Special Deposit will be required at the time of application for their permit and the fee for the Special Deposit will be determined as follows:

(1) The Special Deposit for an excavation permit shall be based on a current schedule of costs that will be posted in the City Engineer's Office. The schedule or costs will be determined on the basis of current prices for labor and materials plus a percentage of the labor and material costs.

(2) The Special Deposit fee on permits for Obstructing Public Ways and permits for Placing Stone, Timber, etc. on Public Ways shall be a standard $100.00.

(b) Upon completion of the work and after the City Engineer has inspected and approved the work, the Special Deposit will be returned to the permittee. However, if the permittee fails to complete the required work within the allowed time or if the work is not done in accordance with City Specifications, the City will draft the permittee's entire Special Deposit to redo or complete the work. (Ord. 1211, 6-29-81.)

Division IV. Conditions and Construction Requirements

§18-10. Conditions.

The following conditions are in effect regarding the issuance of permits. If any person is found to be not in conformance with one or more of these conditions, a stop work order will be issued by the City. The stop work order will remain in effect until the conditions are in conformance.

(a) The person applying for a permit shall~~must execute an agreement with the City. The agreement shall~~ state the type ~~and quality~~ of work to be performed, shall give the date when the work will be completed, shall provide a site plan showing the location of the work to be performed and shall provide a one year warranty from the date the work is completed.

(b) The original or electronic permit shall be kept at the work site during construction. At the request of any city ~~Public Works Department~~ employee~~, Development Services Department employee, or Police Officer,~~ the permittee shall display the ~~original~~ issued permit.

(c) The permittee cannot transfer or assign the permit to any other person.

(d) The permittee may not have more than three (3) active permits at any one time unless permission is obtained from the City Engineer.

(e) Excavation permits will not be issued for a period of 2 years on streets that have been newly ~~paved, repaved or~~ reconstructed. The only exception is in the case of an emergency declared by the City Engineer. When additional underground service utilities are needed on a new street, the permittee will be required to ~~tunnel or~~ bore the ~~new~~ street in order to provide said services.

(f) One permit may cover more than one excavation provided that one contractor is involved, the work is performed as a continuous operation and the work is in one general location.

(g) The permittee is responsible for contacting "ONE CALL OF WYOMING" before doing any excavation. Permittee is responsible for damages to underground utilities in accordance with the Wyoming Underground Facilities Notification Act, §§ 37-12-301-306.

(h) If any public way will be completely obstructed for a period of more than ~~two (2) hours~~ thirty (30) minutes, the permittee shall notify the Police Department, Fire Department, Hospital and local news media of the type of obstruction, ~~and~~ the length of time the public way will be obstructed and a map showing the obstructed area with temporary traffic control.

(i) If any public utility will be out of service for more than five (5) minutes, the permittee shall notify the appropriate persons or agencies who will be affected.

(j) Any person having an excavation permit for any public way or public easement in the City, shall provide a fence or a barrier around said excavation and shall display a lighted sign at said excavation during the hours of darkness. All barricading and signing shall be done in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the Wyoming Supplement to the MUTCD.

(k) If repairs cannot be made due to inclement weather conditions, the permittee shall maintain barricades or the surface of the excavation at his own expense until the complete repair can be made properly. In the case of winter street excavations, cold mix asphalt will be placed in the excavation as often as necessary to maintain a smooth travel surface.

(l) Upon completion and prior to City approval of any permitted work where utility services were provided, the permittee shall contact the Utilities Service Coordinator and provide a sketch showing the location of the new services in relation to property corners or in relation to existing manholes, fire hydrants, or water valves.

(m) The permittee shall indemnify and hold harmless the City of Gillette and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the permitted work. (Ord. 3945, 4/03/18)

§18-11. Construction, General.

(a) All construction will be performed in accordance with the current adopted edition of the City of Gillette Construction Specifications and Design Standards.

(b) For requirement governing the cutting and repair of streets, see the current adopted edition of the City of Gillette Construction Specifications and Design Standards. (Ord. 3945, 4/03/18)

§18-12. Traffic Control and Signing.

The permittee is required to maintain traffic control and provide adequate signing for vehicle and pedestrian traffic until the permit work is completed. (Ord. 1211, 6-29-81.)

§18-13. Penalty.

Any person convicted of violating §18-1 through §18-12 inclusive shall be guilty of a misdemeanor and shall be fined an amount not to exceed Seven-Hundred-Fifty Dollars ($750.00) per day or part thereof for each day the offense continues. (Ord. 1211, 6-29-81.)

Article II. General.

§18-14 Regulation of Trees in Public Ways.

SECTION I PURPOSE

It shall be the purpose of this ordinance to provide for the safety of persons and property by guarding against certain sign obstructions to both pedestrians and vehicular traffic and to provide supervisory care for the City of Gillette urban forest system.

SECTION II DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this Ordinance.

(1) "Street Trees" are defined as trees and other woody vegetation, including shrubs, lying within a dedicated public street or alley right of way or within a dedicated public access easement.

(2) "Public Ways" are defined as property along streets and alleys which lie in a dedicated public right of way or public access easement, including the City owned property lying between the street curb and the property boundary.

(3) "Boulevard of Trees" is defined as those streets where the City of Gillette has responsibility for the planting, care, and maintenance of street trees. The following streets are included in the Boulevard of trees:

(a) Wyoming State Highway No. 59, also known as Douglas Highway, from the South City limits north to Eighth Street.

(b) U.S. Highway No. 14-16, also known as Second Street, from Richards Avenue west to the north City limits.

(c) U.S. Highway No. 14/16, also known as Second Street, from Miller Avenue east to the east City limits including any portion of Wyoming Highway No. 50 included in the route.

(d) 4-J Road from Eighth Street south to the south City limits.

(e) Gillette Avenue from First Street south to Fifth Street.

The care and maintenance of trees or other landscaping installed by the owner or developer of property adjacent to the Boulevard of Trees as a requirement of the City of Gillette Zoning Ordinance, are the responsibility of the particular owner or developer.

(4) "Parks" are defined as all property dedicated to the public for use as park or recreational areas.

(5) "Green Belt Drainage Ways" are defined as all public property including dedicated easements that have the primary function of storing, detaining, or containing storm water discharges.

SECTION III CREATION AND ESTABLISHMENT OF A CITY TREE BOARD

There is hereby created and established a City Tree Board for the City of Gillette, Wyoming, which shall be the Gillette Parks and Beautification Board.

SECTION IV DUTIES AND RESPONSIBILITIES OF THE CITY TREE BOARD

It shall be the responsibility of the City Tree Board to develop a written yearly recommendation for the care, preservation, planting, maintenance, and removal of street trees and trees located in parks, greenbelt drainage areas, or other public areas.

The Tree Board shall consider, investigate and recommend upon any special matter or question regarding the tree ordinance. Staff assistance and advice will be provided by the City Parks and Landscaping Superintendent, the City Engineer, and the Director of Utilities.

SECTION V MAINTENANCE OF TREES AND PLANT GROWTH ON PUBLIC WAYS

(1) It shall be unlawful for any person to plant, remove, destroy, cut, or deface, or in any way injure any tree or shrub located in a public way of the City without the approval of the City Administrator or his designee. There shall be no charge for any permit used to implement an approval process.

(2) Except in areas designated as Parks or within the Boulevard of Trees, plantings may be made within Public Ways by the owner of the abutting property who shall be responsible for the maintenance of all such plantings.

(3) The City may, at all times, trim, remove, or otherwise treat any trees or other plant growth within a Public Way in its sole discretion as it may deem necessary in the public interest. Street trees shall be trimmed so they do not obstruct illumination of any street light or view of traffic signals or signs.

(4) Property owners must maintain trees/shrubs on their property and the public way abutting their property so they do not protrude over sidewalks or in any way interfere with the free passage of any person along streets and sidewalks in the City.

(5) The Tree Board can require any property owner to remove any tree or shrub on their property upon discovery of any destructive or communicable disease or other pestilence which endangers the growth, health, or well being of trees or plants in the City, by serving a written notice describing the diseased plants and setting a date by which the removal work shall be performed, upon the property owner. The action of the Board shall be supported by a report from a qualified individual containing a posotive identification of the diseases or other pestilence which shall be served with the notice. Examples of diseases or other pestilence which require the removal of trees include Dutch Elm Disease and Pine Bark Beetle infestations.

Upon failure of any person to comply with the provisions of a removal notice within the time set by the Tree Board, the City may cause the removal work to be done and charge the cost of the removal work to the property owner. All charges for the removal of trees or plants pursuant to this section duly ordered by the Tree Board shall be due and payable 15 days from the date a bill detailing the charges is mailed to the property owner at the address used by the County Treasurer for property taxes. The City may institute an appropriate legal action for the recovery of removal charges thereafter and shall be entitled to the recovery of all of its reasonable attorneys fees incurred in the collection of the removal charge even if no legal action is filed.

SECTION VI SPACING AND UTILITIES

1. The distance between street trees and the distance from sidewalks, streets, or curbs on public ways shall be determined by the Tree Board to provide for and conform with the mature growth of the species involved. The City Administrator or his designee shall maintain information and/or drawings, as needed, to assist the public in determining appropriate distances.

2. No street tree shall be planted within the sight triangle as defined by the City of Gillette Zoning Ordinance. No street trees shall be planted closer than ten (10) feet from any fire hydrant.

3. No street trees, other than those specifically approved by the Tree Board, may be planted under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground waterline, sewer line, transmission line, or other utility.

4. No trees or shrubs shall be planted in any public way or utility easement without the owner or person responsible for the planting first obtaining utility locates for the planting area.

5. No tree or shrub shall be planted in a dedicated drainage easement, including a greenbelt drainage way, without the specific written approval of the City Engineer.

SECTION VII TREE SERVICE LICENSE

It shall be unlawful for any person or firm to engage in the business or occupation of trimming, spraying or removing street trees without first applying for and procuring a Contractor's License. All applicants shall file evidence of possession of liability insurance and applicants who intend to spray shall file evidence of possession of a Wyoming Commercial Herbicide, Pesticide Applicator's License.

SECTION VIII OTHER DUTIES OF THE TREE BOARD

The Tree Board shall have other duties including:

(a) Developing tree planting and tree care programs to assist the residents of the City in establishing and maintaining the urban forest system.

(b) Provide recommendation to City Staff and City Council on programs related to the urban forest system.

(c) Coordinate with other public and private entities with an interest in the urban forest system. (C.O. 1948, §176; Ord 1861, 10-19-92)

§18-15. Damaging, etc., Street Signs.

It shall be unlawful for any person to damage, deface, or destroy any street or traffic control sign that may be placed to mark a street or to control traffic in the City.

§18-16. Renaming streets.

The official name of any street, avenue, or other public thoroughfare is that name appearing on the plat or other instrument originally dedicating such street to a public use, unless said name is changed by action of the governing body as hereafter provided. The governing body may by resolution change the name of a street, avenue or other public highway when it finds that the name to be changed duplicates another previously used name or when it finds that a change would advance the public interest in promoting clarity and uniformity in street names. The resolution shall state with clarity the affected city subdivision, the name to be changed, the change sought and a short statement explaining the findings of the governing body supporting the change. The city clerk shall keep all such resolutions passed pursuant to this ordinance and shall cause a copy of each to be filed with the clerk of Campbell County and ex-officio recorder of deeds. (Ord. 908, §1, 11-21-77.)

§18-17. Removal of obstructions by owner or occupant of abutting property--Generally.

(a) It shall be unlawful for any person owning or occupying any property within the city or abutting upon any street thereof to permit any obstruction other than snow to remain upon any sidewalk in front of or adjacent to property so owned or occupied for a period of more than twelve hours after such obstruction has obstructed free passage of such sidewalk. (C.O. 1948, § 250.)

(b) The owners of occupants of any real estate in the city shall be required to remove the snow from the sidewalk adjoining such property within twenty-four hours after the fall of the snow; provided, that only the snow lying on the sidewalks may be pushed into the streets; and provided further that no accumulation of snow from privately owned lands or from parking areas shall be removed and pushed into the street. (Ord. 489, § 1, 2-1-65.)

§18-18. Permitting sidewalks to remain out of repair or unsafe or dangerous.

It shall be unlawful for any owner or occupant of any premises knowingly to permit or suffer any sidewalk abutting on or in front of any building or premises owned or occupied by him to be or to remain out of repair so as to be in any way unsafe or dangerous to travelers thereon.

Any person who shall violate any of the provisions of the first paragraph of this section and any person who, after having received a notice from the building inspector that such sidewalk is out of repair and in an unsafe or dangerous condition, shall fail, neglect or refuse to comply with the requirements of such notice or shall fail, neglect or refuse to put the sidewalk in a safe condition shall be guilty of a misdemeanor. (C.O. 1948, § 245; Ord. 549, § 1, (9-16-68.)

§18-19. Monuments, Property Corners, Reference Points.

Whosoever shall willfully or negligently cause the displacement, removal of or alteration of the location of any monument, property corner or any reference point in the boundary of a tract of land; or deface or alter markings upon any monument, property corner or landmark used for the purpose of designating any point course; or line in the boundary of any tract of land; or break, cut down or remove any monument, landmark or property corner upon which such mark is made shall be guilty of a misdemeanor and be fined not more than $200.00. (Ord. 1122, 7-21-80.)

§18-20. Retaining Walls.

It shall be unlawful to construct a retaining wall in a public way or a public easement unless approved by the City Engineer in writing. ~~the retaining wall is constructed at least (4) feet back of curb; and the retaining wall is construct not more than three (3) feet in height.~~ Any retaining wall constructed at or greater than four (4) feet in height requires engineered plans and shall obtain a building permit.

§18-21. Driveways.

All driveway sections shall be installed as far as possible from a street intersection and shall be constructed in accordance with the current adopted edition of the City of Gillette Design Standards and Construction Specifications.

§18-22. Curb and Gutter.

It shall be unlawful for any person to remove only the curb section when reconstructing curb and gutter. The entire curb and gutter section must be removed and replaced in accordance with the current adopted edition of the City of Gillette Design Standards and Construction Specifications. The City Engineer may allow exceptions when he finds the proposed repair procedure adequately protects City streets.

First Reading: July 1, 2025.
Second Reading: July 15, 2025.
PASSED AND APPROVED on Third and Final Reading this 5th day of August 2025.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

Published: Gillette News Record
Date: _____
Signed: _____

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 18, SECTIONS 18-2, 18-3, 18-4, 18-5, 18-7, 18-8, 18-9, 18-10, 18-11, 18-20, 18-21 AND 18-22 OF THE GILLETTE CITY CODE.

RECITAL: the Governing Body of the City of Gillette desires to amend Chapter 18 Sections 18-2 "Permit for Excavation or Construction Within a Public Way or Public Easement", 18-3 "Permit for Placing Strone, Timber, etc., on Public Way", 18-4 "Permit for Obstructing Public Ways", 18-5 "Eligibility Requirements", 18-7 "Fee for Compaction Tests", 18-8 "General Deposit", 18-9 Special Deposit", 18-10 "Conditions", 18-11 "Construction General", 18-20 "Retaining Walls", 18-21 "Driveways" and 18-22 "Curb and Gutter" of the Gillette City Code.

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§18-1. Definitions.

City - City of Gillette

City Engineer - City Engineer of the City of Gillette or his authorized representative.

Construction - Any work performed within a Public Way including but not limited to the repair, alteration, or new construction of streets, sidewalks, curb and gutter, driveways, retaining walls, drainage structures, water lines, sewer lines, electrical power lines, telephone lines, gas lines or television lines, etc..

Excavation - Any work where material, such as soil, asphalt, concrete or gravel, is cut, removed and replaced with suitable material including but not limited to street cuts, curb cuts, sidewalk cuts, driveway cuts, or cuts in public easements.

Person - Any person, firm, partnership, association, corporation, company, or organization of any kind.

Public Easement - Public right-of-way, including but not limited to street right-of-way, public drainage ways and alleys.

Public Way - Public right-of-way, including but not limited to street right-of-way, public drainage ways and alleys. (Ord. No. 1211, 6-29-81.)

Article I. Permits.

Division I. Types of right-of-way (ROW) Permits

§18-2. Permit for Excavation of Construction Within a Public Way Or Public Easement.

No person shall begin excavation or construction within a Public Way or Public Easement without first obtaining a permit from the City Engineer. If, however, an emergency arises in which it becomes necessary to make immediate excavations in order that the public safety be preserved, then in that event, it shall not be necessary to secure the above said permit prior to making said excavations, provided however, that said permit shall be secured within two (2) working days after said excavation, each day thereafter will be considered a separate offense. (Ord. 1211, 6-29-81.)

§18-3. Permit for Placing Stone, Timber, etc., on Public Way.

No person shall place or cause to be placed any stone, brick, timber, lumber, plank, board, or other material for building or for any purpose whatever in or upon any Public Way without a permit from the City Engineer. (Ord. 1211, 6-29-81.)

§18-4. Permit for Obstructing Public Ways.

No person shall cause the complete obstruction of any Public Way for a continuous period of time, not to exceed thirty (30) minutes, unless he first obtains a permit from the City Engineer. Designated Arterial and Collector streets shall never be completely obstructed without first obtaining a permit from the City Engineer. (Ord. 1211, 6-29-81.)

Division II. Permit Requirements and Fees.

§18-5 Eligibility Requirements.

No person will be eligible to receive a permit to work in any Public Way unless said person holds a valid Class A Contractors License, issued by the City Building Inspector and said person has provided either a general or special deposit. Exceptions to the eligibility requirements are as follows:

(a) An individual property owner may perform limited Construction or repair work immediately adjacent to his property without having a Class A contractors License or without providing either a general or special deposit. The Construction or repair work the property owner is limited to is Construction or repair of sidewalks and driveway sections. However, the property owner is still required to obtain a permit from the City Engineer and must perform the Construction or repair work in conformance with the current adopted edition of the City of Gillette Construction Specifications and Design Standards.

(b) City of Gillette maintenance personnel, when performing work for the City, are not required to obtain a permit, nor are they required to have a Class A Contractors License or a deposit. (Ord. 1211, 6-29-81.)

§18-6. Permit Fee.

The permit fee is twenty-five dollars ($25.00). This fee will cover the cost of inspections and administration by the City. (Ord. 3945, 4/03/18)

§18-7. Compaction Tests with ROW permit.

The minimum number of compaction tests is determined as follows:

(a) One compaction test for every twenty (20) lineal feet of curb and gutter.

(b) One compaction test for every two hundred (200) square feet of sidewalk and driveway section.

(c) One compaction test for every twenty (20) lineal feet of trench excavation for each six (6) feet of depth; or one compaction test for every twenty (20) cubic yards of excavation, whichever is greater.

(d) The schedule of compaction tests for general construction work shall comply with the the current adopted edition of the City of Gillette Construction Specifications and Design Standards. (Ord. 3945, 4/03/18)

Division III. Corrective Requirements.

§18-8. Corrective Actions

(a) If the permittee fails to complete the required work within the allowed time or if the work is not done in accordance with City Specifications or City Code, the City will cause the work to be done satisfactorily. The City shall then present a bill to the permittee for the amount expended plus a service charge of 15%.

(b) Upon receipt of a bill from the City for services performed, the permittee shall make full payment to the City within thirty (30) working days.

(c) If the permittee does not make full payment within thirty (30) working days, the City shall draft funds from the permittee's general deposit to cover the cost of the work plus the 15% service charge.

(d) The city shall not issue any further permits to the permittee until all bills for work performed above. are paid in full.

18-9. (Unused) (Ord. 1211, 6-29-81.)

Division IV. Conditions and Construction Requirements

§18-10. Conditions.

The following conditions are in effect regarding the issuance of permits. If any person is found to be not in conformance with one or more of these conditions, a stop work order will be

issued by the City. The stop work order will remain in effect until the conditions are in conformance.

(a) The person applying for a permit shall state the type of work to be performed, shall give the date when the work will be completed, shall provide a site plan showing the location of the work to be performed and shall provide a one year warranty from the date the work is completed.

(b) The original or electronic permit shall be kept at the work site during construction. At the request of any city employee the permittee shall display the issued permit.

(c) The permittee cannot transfer or assign the permit to any other person.

(d) The permittee may not have more than three (3) active permits at any one time unless permission is obtained from the City Engineer.

(e) Excavation permits will not be issued for a period of 2 years on streets that have been newly reconstructed. The only exception is in the case of an emergency declared by the City Engineer. When additional underground service utilities are needed on a new street, the permittee will be required to bore the street in order to provide said services.

(f) One permit may cover more than one excavation provided that one contractor is involved, the work is performed as a continuous operation and the work is in one general location.

(g) The permittee is responsible for contacting "ONE CALL OF WYOMING" before doing any excavation. Permittee is responsible for damages to underground utilities in accordance with the Wyoming Underground Facilities Notification Act, §§ 37-12-301-306.

(h) If any public way will be completely obstructed for a period of more than thirty (30) minutes, the permittee shall notify the Police Department, Fire Department, Hospital and local news media of the type of obstruction, the length of time the public way will be obstructed and a map showing the obstructed area with temporary traffic control.

(i) If any public utility will be out of service for more than five (5) minutes, the permittee shall notify the appropriate persons or agencies who will be affected.

(j) Any person having an excavation permit for any public way or public easement in the City, shall provide a fence or a barrier around said excavation and shall display a lighted sign at said excavation during the hours of darkness. All barricading and signing shall be done in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the Wyoming Supplement to the MUTCD.

(k) If repairs cannot be made due to inclement weather conditions, the permittee shall maintain barricades or the surface of the excavation at his own expense until the complete repair can be made properly. In the case of winter street excavations, cold mix asphalt will be placed in the excavation as often as necessary to maintain a smooth travel surface.

(l) Upon completion and prior to City approval of any permitted work where utility services were provided, the permittee shall contact the Utilities Service Coordinator and provide a sketch showing the location of the new services in relation to property corners or in relation to existing manholes, fire hydrants, or water valves.

(m) The permittee shall indemnify and hold harmless the City of Gillette and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the permitted work. (Ord. 3945, 4/03/18)

§18-11. Construction, General.

(a) All construction will be performed in accordance with the current adopted edition of the City of Gillette Construction Specifications and Design Standards.

(b) For requirement governing the cutting and repair of streets, see the current adopted edition of the City of Gillette Construction Specifications and Design Standards. (Ord. 3945, 4/03/18)

§18-12. Traffic Control and Signing.

The permittee is required to maintain traffic control and provide adequate signing for vehicle and pedestrian traffic until the permit work is completed. (Ord. 1211, 6-29-81.)

§18-13. Penalty.

Any person convicted of violating §18-1 through §18-12 inclusive shall be guilty of a misdemeanor and shall be fined an amount not to exceed Seven-Hundred-Fifty Dollars ($750.00) per day or part thereof for each day the offense continues. (Ord. 1211, 6-29-81.)

Article II. General.

§18-14 Regulation of Trees in Public Ways.

SECTION I PURPOSE

It shall be the purpose of this ordinance to provide for the safety of persons and property by guarding against certain sign obstructions to both pedestrians and vehicular traffic and to provide supervisory care for the City of Gillette urban forest system.

SECTION II DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this Ordinance.

(1) "Street Trees" are defined as trees and other woody vegetation, including shrubs, lying within a dedicated public street or alley right of way or within a dedicated public access easement.

(2) "Public Ways" are defined as property along streets and alleys which lie in a dedicated public right of way or public access easement, including the City owned property lying between the street curb and the property boundary.

(3) "Boulevard of Trees" is defined as those streets where the City of Gillette has responsibility for the planting, care, and maintenance of street trees. The following streets are included in the Boulevard of trees:

(a) Wyoming State Highway No. 59, also known as Douglas Highway, from the South City limits north to Eighth Street.

(b) U.S. Highway No. 14-16, also known as Second Street, from Richards Avenue west to the north City limits.

(c) U.S. Highway No. 14/16, also known as Second Street, from Miller Avenue east to the east City limits including any portion of Wyoming Highway No. 50 included in the route.

(d) 4-J Road from Eighth Street south to the south City limits.

(e) Gillette Avenue from First Street south to Fifth Street.

The care and maintenance of trees or other landscaping installed by the owner or developer of property adjacent to the Boulevard of Trees as a requirement of the City of Gillette Zoning Ordinance, are the responsibility of the particular owner or developer.

(4) "Parks" are defined as all property dedicated to the public for use as park or recreational areas.

(5) "Green Belt Drainage Ways" are defined as all public property including dedicated easements that have the primary function of storing, detaining, or containing storm water discharges.

SECTION III CREATION AND ESTABLISHMENT OF A CITY TREE BOARD

There is hereby created and established a City Tree Board for the City of Gillette, Wyoming, which shall be the Gillette Parks and Beautification Board.

SECTION IV DUTIES AND RESPONSIBILITIES OF THE CITY TREE BOARD

It shall be the responsibility of the City Tree Board to develop a written yearly recommendation for the care, preservation, planting, maintenance, and removal of street trees and trees located in parks, greenbelt drainage areas, or other public areas.

The Tree Board shall consider, investigate and recommend upon any special matter or question regarding the tree ordinance. Staff assistance and advice will be provided by the City Parks and Landscaping Superintendent, the City Engineer, and the Director of Utilities.

SECTION V MAINTENANCE OF TREES AND PLANT GROWTH ON PUBLIC WAYS

(1) It shall be unlawful for any person to plant, remove, destroy, cut, or deface, or in any way injure any tree or shrub located in a public way of the City without the approval of the City Administrator or his designee. There shall be no charge for any permit used to implement an approval process.

(2) Except in areas designated as Parks or within the Boulevard of Trees, plantings may be made within Public Ways by the owner of the abutting property who shall be responsible for the maintenance of all such plantings.

(3) The City may, at all times, trim, remove, or otherwise treat any trees or other plant growth within a Public Way in its sole discretion as it may deem necessary in the public interest. Street trees shall be trimmed so they do not obstruct illumination of any street light or view of traffic signals or signs.

(4) Property owners must maintain trees/shrubs on their property and the public way abutting their property so they do not protrude over sidewalks or in any way interfere with the free passage of any person along streets and sidewalks in the City.

(5) The Tree Board can require any property owner to remove any tree or shrub on their property upon discovery of any destructive or communicable disease or other pestilence which endangers the growth, health, or well being of trees or plants in the City, by serving a written notice describing the diseased plants and setting a date by which the removal work shall be performed, upon the property owner. The action of the Board shall be supported by a report from a qualified individual containing a posotive identification of the diseases or other pestilence which shall be served with the notice. Examples of diseases or other pestilence which require the removal of trees include Dutch Elm Disease and Pine Bark Beetle infestations.

Upon failure of any person to comply with the provisions of a removal notice within the time set by the Tree Board, the City may cause the removal work to be done and charge the cost of the removal work to the property owner. All charges for the removal of trees or plants pursuant to this section duly ordered by the Tree Board shall be due and payable 15 days from the date a bill detailing the charges is mailed to the property owner at the address used by the County Treasurer for property taxes. The City may institute an appropriate legal action for the recovery of removal charges thereafter and shall be entitled to the recovery of all of its reasonable attorneys fees incurred in the collection of the removal charge even if no legal action is filed.

SECTION VI SPACING AND UTILITIES

1. The distance between street trees and the distance from sidewalks, streets, or curbs on public ways shall be determined by the Tree Board to provide for and conform with the mature growth of the species involved. The City Administrator or his designee shall maintain information and/or drawings, as needed, to assist the public in determining appropriate distances.

2. No street tree shall be planted within the sight triangle as defined by the City of Gillette Zoning Ordinance. No street trees shall be planted closer than ten (10) feet from any fire hydrant.

3. No street trees, other than those specifically approved by the Tree Board, may be planted under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground waterline, sewer line, transmission line, or other utility.

4. No trees or shrubs shall be planted in any public way or utility easement without the owner or person responsible for the planting first obtaining utility locates for the planting area.

5. No tree or shrub shall be planted in a dedicated drainage easement, including a greenbelt drainage way, without the specific written approval of the City Engineer

SECTION VII TREE SERVICE LICENSE

It shall be unlawful for any person or firm to engage in the business or occupation of trimming, spraying or removing street trees without first applying for and procuring a Contractor's License. All applicants shall file evidence of possession of liability insurance and applicants who intend to spray shall file evidence of possession of a Wyoming Commercial Herbicide, Pesticide Applicator's License.

SECTION VIII OTHER DUTIES OF THE TREE BOARD

The Tree Board shall have other duties including:

(a) Developing tree planting and tree care programs to assist the residents of the City in establishing and maintaining the urban forest system.

(b) Provide recommendation to City Staff and City Council on programs related to the urban forest system.

(c) Coordinate with other public and private entities with an interest in the urban forest system. (C.O. 1948, §176; Ord 1861, 10-19-92)

§18-15. Damaging, etc., Street Signs.

It shall be unlawful for any person to damage, deface, or destroy any street or traffic control sign that may be placed to mark a street or to control traffic in the City.

§18-16. Renaming streets.

The official name of any street, avenue, or other public thoroughfare is that name appearing on the plat or other instrument originally dedicating such street to a public use, unless said name is changed by action of the governing body as hereafter provided. The governing body may by resolution change the name of a street, avenue or other public highway when it finds that the name to be changed duplicates another previously used name or when it finds that a change would advance the public interest in promoting clarity and uniformity in street names. The resolution shall state with clarity the affected city subdivision, the name to be changed, the change sought and a short statement explaining the findings of the governing body supporting the change. The city clerk shall keep all such resolutions passed pursuant to this ordinance and shall cause a copy of each to be filed with the clerk of Campbell County and ex-officio recorder of deeds. (Ord. 908, §1, 11-21-77.)

§18-17. Removal of obstructions by owner or occupant of abutting property--Generally.

(a) It shall be unlawful for any person owning or occupying any property within the city or abutting upon any street thereof to permit any obstruction other than snow to remain upon any sidewalk in front of or adjacent to property so owned or occupied for a period of more than twelve hours after such obstruction has obstructed free passage of such sidewalk. (C.O. 1948, § 250.)

(b) The owners of occupants of any real estate in the city shall be required to remove the snow from the sidewalk adjoining such property within twenty-four hours after the fall of the snow; provided, that only the snow lying on the sidewalks may be pushed into the streets; and provided further that no accumulation of snow from privately owned lands or from parking areas shall be removed and pushed into the street. (Ord. 489, § 1, 2-1-65.)

§18-18. Permitting sidewalks to remain out of repair or unsafe or dangerous.

It shall be unlawful for any owner or occupant of any premises knowingly to permit or suffer any sidewalk abutting on or in front of any building or premises owned or occupied by him to be or to remain out of repair so as to be in any way unsafe or dangerous to travelers thereon.

Any person who shall violate any of the provisions of the first paragraph of this section and any person who, after having received a notice from the building inspector that such sidewalk is out of repair and in an unsafe or dangerous condition, shall fail, neglect or refuse to comply with the requirements of such notice or shall fail, neglect or refuse to put the sidewalk in a safe condition shall be guilty of a misdemeanor. (C.O. 1948, § 245; Ord. 549, § 1, (9-16-68.)

§18-19. Monuments, Property Corners, Reference Points.

Whosoever shall willfully or negligently cause the displacement, removal of or alteration of the location of any monument, property corner or any reference point in the boundary of a tract of land; or deface or alter markings upon any monument, property corner or landmark used for the purpose of designating any point course; or line in the boundary of any tract of land; or break, cut down or remove any monument, landmark or property corner upon which such mark is made shall be guilty of a misdemeanor and be fined not more than $200.00. (Ord. 1122, 7-21-80.)

§18-20. Retaining Walls.

It shall be unlawful to construct a retaining wall in a public way or a public easement unless approved by the City Engineer in writing. Any retaining wall constructed at or greater than four (4) feet in height requires engineered plans and shall obtain a building permit.

§18-21. Driveways.

All driveway sections shall be installed as far as possible from a street intersection and shall be constructed in accordance with the current adopted edition of the City of Gillette Design Standards and Construction Specifications.

§18-22. Curb and Gutter.

It shall be unlawful for any person to remove only the curb section when reconstructing curb and gutter. The entire curb and gutter section must be removed and replaced in accordance with the current adopted edition of the City of Gillette Design Standards and Construction Specifications. The City Engineer may allow exceptions when he finds the proposed repair procedure adequately protects City streets.

First Reading: July 1, 2025.
Second Reading: July 15, 2025.
PASSED AND APPROVED on Third and Final Reading this 5th day of August 2025.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

Published: Gillette News Record
Date: _____
Signed: _____

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

ORDINANCE 3RD READING
Council Consideration of an Ordinance to Amend Chapter 7, Sections 7-1 through 5, 7-17, 7-18, 7-20 and 7-29 of the Gillette City Code.

SUGGESTED ACTION:

I move for Approval of the Ordinance to Amend Chapter 7, Sections 7-1 through 5, 7-17, 7-18, 7-20 and 7-29 of the Gillette City Code.

PROJECT NUMBER:

NA

CASE BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0
ORDINANCE 2ND READING VOTE: 7/0

An update to Chapter 7 Engineering Code was needed due to Wyoming Department of Environmental Quality (DEQ) chapters 11 and 12 required changes and to help clarify items within todays construction practices. For Sections 7-1 and 7-2, the Public Works and Utilities Advisory Committee (PWUAC) has recommended unanimous approval of the design standards and standard construction specifications changes.
A summary of the modifications are attached for the design standards and standard construction specifications that were updated or modified. The DEQ required updates are mainly updated the section lettering from their standards.
The remaining changes (outside of DEQ requirements) to Chapter 7 and listed below for reference, in no particular order:

1. Updated fonts of Section titles for consistency.
2. Updated table of contents. Adjusted wording for clarity.
3. Updated design standards, specifications, electronic permitting software and storm drainage design manual so they can be amended by resolution in the future. Removed the year from the titles.

4. Public Works and Utilities Advisory Committee (PWUAC) approved recommended changes to design standards and specifications. Wyoming Department of Environmental (Wy DEQ) made updates to their standards so the City had to update our design standards and specifications to match Wy DEQ updates.
5. Removed the 2010 CAD Standards for design. These standards are outdated and not used anymore.
6. Updated verbiage of “ePlans” to “electronic plan review process”. This will help with correctly calling out any new/updated permitting software in the future.
7. Removed transfer of Plant Investment Fee Credits. This process is difficult to track and is outdated with what it was accomplishing. This process should be discussed on a case by case process in the future before council.
8. Removed Plant Investment Fee Financing. This process is difficult to track and is outdated.
9. Removed Fee in Lieu of Stormwater Detention. This process doesn’t accomplish the benefit of infill development. The amount of money that it charges is out of date and simply isn’t good practice for infill development. Each developed property should detain or retain the additional stormwater flows so as to not flood out their neighbor. Regional detention ponds can be looked at holistically with new subdivisions, just not infill lots. These regional ponds can still be used as per the storm drainage manual for new (larger) developments.

ACTUAL COST VS BUDGET:

NA

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:
Chapter 7 Proposed Amendments
Design Standards and Spec Summary of changes
Chapter 7 accepted amendments

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 7, SECTIONS 7-1, 7-2, 7-3, 7-4, 7-5, 7-17, 7-18, 7-20 and 7-29 OF THE GILLETTE CITY CODE.

RECITAL: the Governing Body of the City of Gillette desires to amend Chapter 7 Section 7-1 "Adoption of City of Gillette 2017 Standard Construction Specifications", 7-2 "Adoption of City of Gillette 2017 Design Standards", 7-3 "Adoption of City of Gillette 2010 CAD Standards", 7-4 "Adoption of City of Gillette ePlans Electronic Plan Review Process", 7-5 "Adoption of the 2011 Storm Drainage Design Manual", 7-17 "System Development Charge and Plant Investment Fee – Water", 7-18 "Transfer of Plant Investment Fee Credits", 7-20 "Plant Investment Fee Financing" and 7-29 "Waivers to Stormwater Detention Requirements" and the entire chapter has been modified for consistency, including fonts and titles of the Gillette City Code.

THEREFORE, be it ordained by the governing body of the City of Gillette:

SECTION ONE. Chapter 7 of the Gillette City Code is amended to read as follows (with changes noted in red):

ARTICLE 1

Construction and Design Standards.

§7-1 ~~Adoption of~~ City of Gillette ~~2017~~ Standard Construction Specifications

§7-2 ~~Adoption of~~ City of Gillette ~~2017~~ Design Standards

§7-3 ~~Adoption of City of Gillette 2010 CAD Standards.~~ (unused)

§7-4 ~~Adoption of~~ City of Gillette ~~ePlans~~ Electronic Plan Review Process

§7-5 ~~Adoption of the~~ City of Gillette~~2011~~ Storm Drainage Design Manual

ARTICLE 2

Alleys and Easements

§7-6 Alleys and Easements.

§7-7 (unused)

§7-8 (unused)

ARTICLE 3

§7-9 (repealed) (Ord. 3891, 4-19-2016)

ARTICLE 4

Flood Plain Management.

§7-10 Statutory Authorization, Findings of Fact, Purpose And Methods

§7-11 Definitions

§7-12 General Provisions

§7-13 Administration

§7-14 Provisions For Flood Hazard Reduction

§7-15 Penalties For Noncompliance

ARTICLE 5

Plant Investment Fees

§7-16 Plant Investment Fees - Sewer.

§7-17 System Development Charge and Plant Investment Fee - Water.

~~§7-18 Transfer Of Plant Investment Fee Credits.~~ (unused)

§7-19 Payment For Oversized Water and Sewer Lines.

~~§7-20 Plant Investment Fee Financing.~~ (unused)

ARTICLE 6

Stormwater Management

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§ 7-21 Purpose, Findings of Fact, Applicability, Compatibility, Severability and City Storm Drainage Design Manual

§ 7-22 Definitions

§ 7-23 General Prohibitions

§ 7-24 Stormwater Permit Procedures and Requirements

§ 7-25 Stormwater Permit Fees

§ 7-26 Erosion and Sediment Control Inspection

§ 7-27 Requirements for Stormwater Pollution Prevention Plan (SWPPP)

§ 7-28 Maintenance and Repair of Stormwater Detention Facilities

§ 7-29 Waivers to Stormwater Detention Requirements

§ 7-30 Basic Stormwater Detention Design Criteria

§ 7-31 Enforcement and Penalties

§ 7-32 Right to Appeal

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ARTICLE 1

Construction and Design Standards.

§ 7-1. ~~Adoption of the~~ City of Gillette ~~20205~~ Standard Construction Specifications.

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The City of Gillette ~~20250~~ Standard Construction Specifications prepared by the Department of Engineering of the City of Gillette is hereby adopted by this reference and incorporated herein as amended from time to time and adopted by Gillette City Council per resolution, as if set out in full to regulate construction within the City of Gillette ~~starting January 1, 2021~~September 1, 2025. One copy shall be available for public inspection at the Office of the City Engineer and the Office of the City Clerk during normal business hours. The Department of Engineering will also provide copies for sale at a reasonable charge to cover the cost of preparation of the volume. (Ord. No. 1674, 3-2-88.; Ord. 3344, 10-4-2004; Ord. 3392, 11-7-2005 effective 1-1- 2006; Ord. 3653, 1-4-2010, effective 2-1-2010; Ord 3780, 12-17-2012, effective 1-1-2013, Ord. No. 3914, effective 5-1-2017; Ord. No. 3988, effective 1-1-2021).

§ 7-2. ~~Adoption of the~~ City of Gillette ~~20205~~ Design Standards.

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The City of Gillette ~~20205~~ Design Standards, prepared by the Department of Engineering of the City of Gillette is hereby adopted by this reference and incorporated herein, as amended from time to time and adopted by Gillette City Council per resolution, as if set out in full to regulate the design of public improvements within the City of Gillette. ~~starting January 1, 2021~~September 1, 2025. One copy shall be available for public inspection at the Office of the City Engineer and the Office of the City Clerk during normal business hours. The Department of Engineering will also provide copies for sale at a reasonable charge to cover the cost of preparation of the volume. (Ord. 1788 03/18/91; Ord. 3344, 10-4-2004; Ord. 3392, 11-7-2005 effective 1-1- 2006 Ord. 3653, 1-4-2010, effective 2-1-2010; Ord 3780, 12-17-2012, effective 1-1-2013, Ord. No. 3914, effective 5-1-2017; Ord. No. 3998, effective 1-1-2021).

§7-3 (unused) (Ord. 3676, 5-17-2010)

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~~7-3. Adoption of City of Gillette 2010 CAD Standards~~

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~~The City of Gillette 2010 CAD Standards, prepared by the CAD Standards Committee and the Department of Engineering of the City of Gillette is hereby adopted by this reference and incorporated herein as if set out in full to regulate the submission and review of engineering plans submitted for a City of Gillette Permit to Construct or Permit to Grade within the City of Gillette starting July 1, 2010. One copy shall be available for public inspection at the office of the Department of Engineering and the office of the City Clerk during normal business hours. The Department of Engineering has provided a copy for public review and download on the City's website at http://www.ci.gillette.wy.us/index.aspx?page=387. (Ord. 3676, 5-17-2010)~~

§7-4 ~~Adoption of~~ City of Gillette ~~ePlans~~ Electronic Plan Review Process

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A. The City of Gillette ~~ePlans~~ Electronic Plan Review Process, ~~"ePlans"~~, ~~as described on the ePlans Electronic submission and Plan Review web site, http://www.ci.gillette.wy.us/index.aspx?page=920~~ and all associated documents ~~including the City of Gillette ePlans Electronic Review Applicant User Guide,~~ is hereby adopted by this reference and incorporated herein as amended from time to time and adopted by Gillette City Council per resolution, as if set out in full to regulate how design documents, including plats, maps and engineering plans will be submitted for review by the City of Gillette. ~~ePlans~~ The electronic plan review process is a computer web-based software application that will be used by design professionals to submit ~~design~~ documents in an electronic digital format. The digital documents will be reviewed by City of Gillette employees who will provide feedback electronically to facilitate thorough, complete and timely review.

Field Code Changed

B. For purposes of illustration but not limitation, the design documents that are subject to the ~~ePlans~~ electronic plan review process requirements include the following items submitted to the following designated City Divisions pursuant to the provisions of other City ordinances.

Planning Division

1. Commercial Site Plans
2. Annexation Plats
3. Sketch Plats
4. Preliminary Subdivision Plats
5. Final Subdivision Plats

6. Development Plans
7. Preliminary PUD Plats
8. Final PUD Plats
9. Easement or Right –of-way Vacations
10. Condominium Plats

Building Inspection Division

1. Commercial Building Permits
2. Residential Building Permits

Engineering Division

1. ROW permit (Excavation, Obstructing Public Ways and Placing anything within the Public Way)
~~1.~~2. Permit to Construct
~~2.~~3. Permit to Grade

C. ~~One copy of the *City of Gillette ePlans Electronic Review Applicant User Guide* shall be available for public inspection in the Gillette City hall at the office of the Engineering and Building Department and the office of the City Clerk during normal business hours.~~ The ~~Department of Engineering~~City has provided a "Quick Link" ~~copy~~ of the ~~*City of Gillette ePlans Electronic Review Applicant User Guide* and~~ electronic permitting software and other related materials for public review and download on the City's website ~~at http://www.ci.gillette.wy.us/index.aspx?page=920.~~ (Ord. 3676, 5-17-2010; Ord. 3704, 1-18-2011)

§ 7-5 ~~Adoption of the 2011~~ City of Gillette Storm Drainage Design Manual

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The City of Gillette ~~2011~~ Storm Drainage Design Manual, prepared by the Department of Engineering of the City of Gillette is hereby adopted by this reference and incorporated herein as amended from time to time and adopted by Gillette City Council per resolution, as ~~if~~ set out in full to regulate the design of public improvements within the City of Gillette starting January 1, 2012. One copy shall be available for public inspection at the office of the Department of Engineering and the office of the City Clerk during normal business hours. The Department of Engineering will also provide copies for sale at a reasonable charge to cover the cost of preparation of the volume. Ord 3780, 12-17-2012, effective 1-1-2013)

ARTICLE 2

Alleys and Easements

§7-6 Alleys and easements.

A. Alley and easement width. Alleys shall be a minimum of 20 feet in width. Easements for underground electrical, phone, cable TV and natural gas shall be a minimum of 10 feet in width. All other easements for utilities shall be a minimum of 20 feet in width. (Ord. 804, § 3, 11-17-75; Ord. 1903, 9-20-93; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010)

B. Installation of utilities; Street distances. Gas lines shall be installed within 5 feet of the odd side of the alley or easement. Other utilities shall be installed within 5 feet of the even side. All installations of gas and other utilities shall be in a straight line at a consistent distance from the center-line of the street, alley or easement, said utilities shall be installed on a uniform arc at a consistent distance from the centerline of the street, alley or easement. (Ord. No. 804, § 3, 11-17-75.; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010)

C. Grade. Grade shall be within 6 inches of final grade before installing utilities. (Ord. No. 804, § 3, 11-17-85.; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010)

D. Penalty. Persons who make or cause to be made changes in grade after utilities are installed are required to bear the costs associated with the change in grade together with any costs of relocating the utilities. (Ord. No. 804, § 3, 11-17-75.; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010)

E. City Property. Installation replacing or repair of pipe lines or conduits upon property including streets, alleys, or other public thoroughfares shall be done under the supervision of the City Administrator or his designee. (Ord. 419, §4.0102; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010)

F. City Property, Excavations. Excavation on City property shall be of minimum necessary to complete the work. If possible, piping will be drilled under streets, alleys, and sidewalks. (Ord. 419, §4.0102; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010; Ord 3780, 12-17-2012, effective 1-1-2013)

§7-7 (unused) (Ord. 3676, 5-17-2010)

§7-8 (unused) (Ord. 3676, 5-17-2010)

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ARTICLE 3

§7-9 (repealed) (Ord. 3891, 4-19-2016)

(Ord. No. 1153, 12-1-80; Ord. 3344, 10-4-2004)

ARTICLE 4

Flood Plain Management.

§7-10 ~~STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS~~Statutory Authorization, Findings of Fact, Purpose and Methods

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Wyoming has in Wyoming Statutes sections 15-1-103(a) (xi), (xxvii), (xxxi) and (xli) delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Governing Body of the City of Gillette Wyoming does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Campbell County, Wyoming are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood loses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

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SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;

2. Minimize expenditure of public money for costly flood control projects;

3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

4. Minimize prolonged business interruptions;

5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

7. Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

1. In order to accomplish its purposes, this ordinance uses the following methods:

2. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

3. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

4. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

5. Control filling, grading, dredging and other development which may increase flood damage;

6. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

.(Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004Ord. 3524, 12-3-2007)

§ 7-11. ~~DEFINITIONS~~ Definitions

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Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

AREA OF SHALLOW FLOODING - means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into

Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a one percent chance of being equaled or exceeded in any given year.

BASEMENT - means any area of the building having its floor sub-grade (below ground level) on all sides.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated

building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION- Means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters.

2. the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

a) by an approved state program as determined by the Secretary of the Interior or;

b) directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for

which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is:

1. built on a single chassis;

2. 400 square feet or less when measured at the largest horizontal projections;

3. designed to be self-propelled or permanently towable by a light duty truck; and

4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first

alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or

2. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.).

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the

elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas. (Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

§7-12 General~~ENERAL~~ Provisions~~ROVISIONS~~

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SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard within the jurisdiction of Gillette, Wyoming.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Campbell County and incorporated areas," dated January 2, 2008, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM).

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

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A Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

1. considered as minimum requirements;
2. liberally construed in favor of the governing body; and
3. deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any

flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

(Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

§7-13 Administration~~DMINISTRATION~~

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Engineer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

2. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

3. Review, approve or deny all applications for development permits required by adoption of this ordinance.

4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section

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404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is Wyoming Office of Homeland Security, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8. When base flood elevation data has not been provided in accordance with Gillette City Code §7-12, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Gillette City Code § 7-14.

9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the

base flood by more than one foot, provided that the community **first** applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

SECTION C. PERMIT PROCEDURES

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

3. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Gillette City Code § 7-14, Section B(2);

4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

5. Maintain a record of all such information in accordance with Gillette City Code §7-13, Section (B)(1). Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage;

2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

3. The danger that materials may be swept onto other lands to the injury of others;

4. The compatibility of the proposed use with existing and anticipated development;

5. The safety of access to the property in times of flood for ordinary and emergency vehicles;

6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

8. The necessity to the facility of a waterfront location, where applicable;

9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

10. The relationship of the proposed use to the comprehensive plan for that area.

SECTION D. <u>VARIANCE PROCEDURES</u>

1. The City of Gillette Board of Adjustment is designated the Appeal Board under this ordinance to hear and render judgment on requests for variances from the requirements of this ordinance.

2. The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

3. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision to the District Court of the 6th Judicial District in and for Campbell County, Wyoming, as provided by law.

4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) of this Article (Gillette City Code §7-13) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

7. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Gillette City Code §7-10, Section C).

8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

10. Prerequisites for granting variances:

a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

b) Variances shall only be issued upon:

1) showing a good and sufficient cause;

2) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and

3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

c) Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

a) the criteria outlined in Gillette City Code §7-13, Section D(1)-(9) are met, and

b) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

§7-14 -Provisions~~ROVISIONS~~ for~~FOR~~ Flood~~LOOD~~ Hazard~~AZARD~~ Reduction~~EDUCTION~~

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

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4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Gillette City Code § 7-12, Section B, (ii) Gillette City Code § 7-13, Section B(8), or (iii) Gillette City Code §7-14, Section C(3), the following provisions are required:

1. **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Gillette City Code § 7-13, Section C(1)a., is satisfied.

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2. **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A

registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

3. **Enclosures -** new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b) The bottom of all openings shall be no higher than one foot above grade.

c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. **Manufactured Homes –**

a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home

park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

1) the lowest floor of the manufactured home is at or above the base flood elevation, or

2) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

5. **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

a) be on the site for fewer than 180 consecutive days,

b) be fully licensed and ready for highway use, or

c) meet the permit requirements of Gillette City Code § 7-13, Section C(1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Gillette City Code §7-10, Sections B, C, and D of this ordinance.

2. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of Gillette City Code §7-12, Section C; Gillette City Code §7-13, Section C; and the provisions of Gillette City Code §7-14 of this ordinance.

3. Base flood elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Gillette City Code §7-12, Section B or Gillette City Code §7-13, Section B (8) of this ordinance.

4. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Gillette City Code §7-12, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).

2. All new construction and substantial improvements of **non-residential** structures;

a) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or;

b) together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Gillette City Code §7-13, Section C (1)a., are satisfied.

4. Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS

Floodways - Located within areas of special flood hazard established in Gillette City Code §7-12, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

2. If, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Gillette City Code § 7-14.

3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** applies for a conditional FIRM and floodway revision through FEMA.

(Ord. 775, §§ 3, 4, 3-17-75; Ord. 912, 12-19-77; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

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§ 7-15 Penalties for Noncompliance ~~PENALTIES FOR NONCOMPLIANCE~~

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No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $ 750, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Gillette from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. 912, 12-19-77; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

ARTICLE 5

Plant Investment Fees

§7-16 Plant Investment Fees - Sewer.

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(a) Sewer connections to the sanitary sewer system of the City within the City shall be made only by the City after application for permission for such service is made. There will be charges made as a Plant Investment Fee-Sewer for all connections, determined by reference to the size of the water meter serving the structure, or other use, connected to the sewer system.

(b) The phrase "connections to the sanitary sewer system" as used in this section shall include not only the connections to the primary sewer system of the City, but all feeder lines connected thereto, whether owned privately or by the City.

(c) The City Engineer or his designated representative shall determine the water meter size required for any structure or other use. All plant investment fees shall be paid prior to the issuance of a Building Permit if required, or upon connection and prior to use if no Building Permit is required. (Ord. 3538, 3-3-2008)

(d) The determination of the City Engineer shall be made according to relevant and prevailing engineering standards such as, for copy of which is available for public inspection during normal business hours in the office of the City Engineer.

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(e) Renumbered to §17-12 [§ 7-16], effective January 1, 2005, (Ord. 3334, 8-2-2004; Ord. 3344, 10-4-2004)

(C.O. 1948, § 110; Ord. 376, § 1, 10-3-49; Ord. 426, §1, 6-1-59; Ord. 593, § 1, 9-30-69; Ord. 607, § 1, 2, 12-23-69; Ord. 616, §1, 4-6-70; Ord 672, §§ 1, 2, 5-1-72; Ord 756, § 1, 8-27-74; Ord. 757, § 1, 8-27-74; Ord. 830, §§ 1, 2, 7-19-76; Ord. 848, 10-18-76; Ord. 1079, §2, 4-7-80, Ord. 1500, 11-21-83, Ord. 1578, 2-19-85; Ord. 2050, 6-3-96; Ord. 3334, 8-2-2004; Ord. 3344, 10-4-2004)

§7-17 System Development Charge and Plant Investment Fee - Water.

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(a) The Gillette Regional Water Supply System includes water supply facilities, infrastructure, and components necessary to provide water supply to the City of Gillette and Wholesale Customers within a Designated Service Area (DSA), as defined by the Gillette Regional Water Supply System Joint Powers Agreement (JPA), dated December 21, 2010. A System Development Charge (SDC) will be charged for every new connection, including new Wholesale Customers who have executed a Water Services Agreement, to the Gillette Regional Water Supply System, provided that Wholesale Customers listed in Exhibit C to the JPA shall not be charged a SDC for their initial connection to the Gillette Regional Water Supply System. A SDC will be charged for any additional connection to the Gillette Regional Water Supply System through any Wholesale Customer. Any new connections to the City of Gillette Distribution System shall pay a Plant Investment Fee – Water (PIF-W). (Ord. 3887, 4-19-2016)

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(b) The phrase "connections to the Gillette Regional Water Supply System" as used in this section shall include connections to the City of Gillette Distribution System, and all connections by Wholesale Customers and any individual connections to their systems. (Ord. 3887, 4-19-2016)

(c) The City Engineer or his designated representative shall determine the water meter size required for all connections to the Gillette Regional Water Supply System. All SDCs, meter costs, permit fees and PIF-W fees shall be paid prior to the issuance of a Building Permit if required, or upon connection and prior to use if no Building Permit is required. (Ord. 3538, 3-3-2008; Ord. 3887, 4-19-2016)

(d) The determination of the City Engineer shall be made according to relevant and prevailing engineering standards such as, for purposes of example but not limitation, the A.W.W.A. Manual #22, a copy of which is available for public inspection during normal business hours in the office of the City Engineer.

(e) Renumbered to §17-12,[§17-17] effective January 1, 2005, (Ord. 3334, 8-2-2004)

(Ord. 1314, 2-1-82, Ord. 1578, 2-19-85, Ord. 2041, 5-6-96; Ord. 2050, 6-3-96; Ord. 3334, 8-2-2004; Ord. 3344, 10-4-2004; Ord. 3887, 4-19-2016)

§7-18 (unused) (C.O. 1948, §123, Ord. 593, §3, 9-30-69; Ord. 756, §3, 8-27-74; Ord. 948, §1, 7-5-78; Ord. 2097, 4-21-97; Ord. 3344, 10-4-2004; Ord. 3622, 5-18-2009)

~~§7-18 Transfer Of Plant Investment Fee Credits.~~

~~A. Plant Investment Fee Credits may be transferred according to the terms of this ordinance.~~

~~1. Disconnection of Existing Connections~~

~~If any existing connection to the city water or sanitary sewer system is discontinued, the owner of the facility served by that connection, hereinafter the petitioner, may petition the Gillette City Council for its permission to reconnect to the city system for the same size and type of services as discontinued for no cost other than actual installation costs, if those costs are charged for the type and size of connection being made.~~

~~2. Transfer of Unexpired PIF credits.~~

~~If any Developer has unexpired PIF credits approved under prior ordinances, in excess of the PIFs due in his project for off site or oversized water or sewer utility lines the Developer who is the owner of the unexpired PIF credits, hereinafter the petitioner may petition the Gillette City Council for its permission to transfer the unexpired PIF credit(s) to another location within the City limits. It is the legislative intent that this Ordinance shall apply to all existing unexpired PIF credits, but this Ordinance shall not revive any claims for PIF credits which have expired.~~

~~From the date the PIF credits were approved, the developer shall have eight years in which to apply his credit against PIFs and all excess PIF credits shall expire at the end of the original eight year period. If lots within the project whose PIFs have been offset by PIF credits are not connected to the City water and Sewer lines within the original eight year period, then the credit offset will expire and full PIFs will be charged for those lots. If lots whose PIFs have been satisfied by transferred PIF credits are not connected to the City water and Sewer lines within the original eight year period, then the transferred PIF credits will expire and full PIFs will be charged for those~~

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lots. PIF credits will only be allowed to transfer one time from the original project that created the PIF credits.

3. Transfer of Subdivision Utilities.

Existing subdivisions which convey water wells including water rights or other similar improvements to the City with the consent of the City, will also receive a further credit to offset the individual plant investment fees due. In order to allow a reduction in the plant investment fee due, the City Council must adopt a Resolution describing the water and or sewer utility to be acquired in detail and listing the value of the improvements for plant investment fee recovery purposes and the amount of the approved credit. Nothing herein shall be construed as requiring the City to accept any particular improvements for credit purposes and the decision whether or not to accept any particular improvements is vested in the City's sole discretion. PIF credits approved under this section are not transferable.

B. The petitioner shall submit a written request to the City Administrator or his designated representative which shall indicate his name and address, and a description of his request including supporting information.

1. In the case of a transfer of a discontinued connection, the Petitioner shall provide information about the form of ownership of the facility currently serviced, its address, the size and type of service, the date the service was installed, the use made of the facility, the address of the new service location, size and type of the anticipated new service, use of the new facility and a short explanation of why the transfer is desired.

2. In the case of a transfer of unexpired excess PIF credits, the Petitioner shall provide the date of council acceptance of the lines which gave rise to excess credits, the amount of the credit remaining after all PIFs within the project have been credited against the PIF credits, the expiration date of the PIF credits and the service location to which the credits would be transferred.

~~C. The City Administrator or his designated representative shall review the request, with the assistance of the City Engineer and the Director of the Department of Community Development and shall prepare written recommendations and shall submit them with the request and any other relevant materials to the Council for their approval or denial. In reviewing the request, the factors to be considered include encouraging the upgrading of buildings in the City by creating and continuing an incentive to acquire and redevelop older buildings in the case of the transfer of discontinued service transfers and the redistribution of population density and land use types to achieve increased intercompatibility of mixed uses by permitting the transfer of existing connection credits to new applications. In the case of excess PIF credit transfers, additional factors to be considered include granting subdividers an increased opportunity to use the PIF credits generated by their development activities and encouraging economic development within the City limits.~~

~~D. The decision to approve or deny a request shall rest in the sole discretion of the City Council and their decision shall be in the form of a resolution which shall set forth in particularity the scope of their decision. (C.O. 1948, § 123, Ord. 593, §3, 9-30-69; Ord. 756, §3, 8-27-74; Ord. 948, §1, 7-5-78; Ord. 2097, 4-21-97; Ord. 3344, 10-4-2004; Ord. 3622, 5-18-2009)~~

§7-19 Payment For Oversized Water and Sewer Lines

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A. Whenever sewer or water lines are constructed which are oversized at the request of the City Engineer to permit more connections than those to be made within the subdivision being primarily served, (hereinafter the project) that developer shall be paid for the incremental cost of the oversized sewer or water line at the time the sewer or water lines are accepted by the City.

B. To be eligible for an oversizing payment, the sewer or water line must be capable of serving users outside the project, as a result of over-sizing alone or in conjunction with other design elements and the improvements must conform to the specifications, standards and regulations of the City Engineer. If the sewer or water lines connect the project to the City system across intervening land which is not a part of the project none of the extra cost of that off-site portion of the line or lines is recoverable. Only the base construction and design costs, as described above, of the extra capacity of oversize lines within the project are recoverable. All base

construction and design costs are determined by the City Engineer through consultation with the developer and his agents and a review of all relevant cost items. The developer shall competitively bid the water and sewer improvements for both the oversized improvements and improvements without oversizing and submit the bid tabulations for review by the City Engineer to determine the incremental cost of oversizing.

C. If the over-size lines are constructed through the formation of a Local Improvement District in compliance with state law the incremental cost of the oversizing, as determined by the City Engineer shall be applied against the cost of the improvements to reduce the amount of the construction cost for purposes of calculating the assessments.

(Ord. 972, 10-23-79, Ord. 989, 5-7-79, Ord. 1095, 5-5-80, Ord. 1159, 1-5-81 Ord. 1208, 6-15-81, Ord. 1397, 10-4-82, Ord. 1506, 12-19-83; Ord. 1604, 9-16-85; Ord. 2097, 4-21-97; Ord. 3344, 10-4-2004; Ord. 3622, 5-18-2009)

§7-20 (unused) (Ord. 1644, 2-16-87; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004)

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~~§7-20 Plant Investment Fee Financing.~~

~~(a) A person, corporation or association liable for the payment of Plant Investment fees, meeting as a minimum all of the qualifications of the following part (b) may petition the City Administrator for the option of spreading the payments over three years for fees between $20,000 and $40,000 and five years for fees over $40,000 at an interest rate per annum on the unpaid balance to be determined at the time the note is executed, based on the interest rate on the most recent local improvement district bond sale. The qualifying person shall make equal annual principal payments on the anniversary of the date of the note was signed, with interest due at the same time on the unpaid balance. Prepayment in whole or in part is permissible, but shall not waive or excuse the requirement of any annual payment. A note shall be executed by the qualifying person on forms supplied by the City of Gillette securing the payments as described above of Plant Investment Fees.~~

~~(b) To qualify for the provisions of the foregoing part (a), it is necessary that:~~

~~(i) The total Plant Investment Fee, pursuant to §5-77 and §5-78 [§7-16 and §7-17] G.C.C. exceeds $20,000.00; and~~

~~(ii) The project be completely under a single, unified ownership co-extensive with the various uses and facilities giving rise to the fee amount specified in (i) above.~~

~~(iii) A letter of credit from a bank or similar equivalent financial institution for the total amount of the note plus interest shall be delivered to the City to secure payment of the note at the time the note is delivered. The entire letter of credit, including accrued interest shall be immediately due and payable upon any default in any payment due on the note. (Ord. 1644 2-16-87; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004)~~

ARTICLE 6

Stormwater Management

§ 7-21.— PurposeURPOSE, FindingsINDINGS ofOF FactACT, ApplicabilityPPLICABILITY, CompatibilityOMPATIBILITY, SeverabilityEVERABILITY andAND CityITY StormTORM DrainageRAINAGE DesignESIGN ManualANUAL

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The City of Gillette establishes this set of water quality and quantity policies applicable to all surface waters to provide reasonable guidance for the regulation of stormwater runoff for the purpose of protecting local water resources from degradation.

SECTION A. PURPOSE

The purpose of this article is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing in watersheds within this jurisdiction. This article seeks to meet that purpose through the following objectives:

1. Minimize increases in stormwater runoff from any land disturbing activities in order to reduce flooding, siltation and stream bank erosion, and maintain the integrity of stream channels.

2. Minimize increases in non-point source pollution caused by stormwater runoff from land disturbing activities which would otherwise degrade local water quality.

3. Minimize the total annual volume of surface water runoff which flows from any group of development sites, sub-watersheds, or watershed through the use of established stormwater volume control techniques as detailed in the Storm Drainage Design Manual.

4. Reduce stormwater runoff rates and volumes, soil erosion and non-point source pollution, wherever possible, through stormwater management controls and ensure that these stormwater management controls are properly maintained such that they pose no threat to public health and safety.

SECTION B. FINDINGS OF FACT

It is hereby determined that:

Stormwater runoff contributes to increased quantities of water-borne/non-point source pollutants. Land disturbing activities and associated increases in impervious cover alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition. Stormwater runoff from commercial, industrial and residential activities further contributes to pollutant loading and

increases water volume. These impacts on water quality, soil erosion and nonpoint source pollution can be controlled and minimized through the regulation of stormwater runoff.

Therefore, the City of Gillette establishes this set of water quality and quantity policies applicable to all surface waters to provide reasonable guidance for the regulation of stormwater runoff for the purpose of protecting local water resources from degradation. It is determined that the regulation of stormwater runoff discharges from land development projects, construction activities, and existing urban activities is necessary in order to control and minimize increases in stormwater runoff rates and volumes. The regulation of soil erosion, stream channel erosion, and non-point source pollution associated with stormwater runoff is in the public interest to help prevent threats to public health and safety.

SECTION C. APPLICABILITY

This Article shall be applicable to the entire City of Gillette covering all subdivisions, developments, site plans, residential building permit applications, as well as existing residential, commercial, industrial, and institutional properties, unless eligible for an exemption or granted a waiver by the City of Gillette.

SECTION D. COMPATIBILITY

This Article is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this article should be considered minimum requirements, and where any provision of this Article imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

SECTION E. SEVERABILITY

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Article shall be judged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this article.

SECTION F. CITY STORM DRAINAGE DESIGN MANUAL

In Chapter 7, Section 7-5 of Gillette City Code, the City of Gillette has developed and adopted additional policy, criteria, and information, including technical specifications and standards, for the proper implementation of the requirements of this Article and provides such information in the form of a Storm Drainage Design Manual.

The manual may be updated and expanded from time to time, at the discretion of the City of Gillette, based on improvements in engineering, science, monitoring and local maintenance

experience. Stormwater Management practices must be designed and constructed in accordance with the design and sizing criteria outlined in the Storm Drainage Design Manual.

One copy of the manual shall be available for public inspection at the office of the Engineering Division and the office of the City Clerk during normal business hours. The document will also be available to download free of charge on the City's website. (Ord. 3891, 4-19-2016)

§ 7-22.– Definitions~~EFINITIONS~~

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1. Applicant means a property owner or agent of a property owner who has filed an application for a stormwater management permit.

2. Best Management Practices (BMPs) shall mean structural or engineered control devices and systems to treat stormwater, which may be temporary or permanent in nature. BMPs may also be non-structural, operational or procedural practices, such as schedules of activities, prohibitions of practices, maintenance procedures, and/or other management practices to prevent or reduce erosion and sediment runoff.

3. Certificate of Termination (COT) means documentation issued by the City Engineer or Chief Building Official of the City of Gillette terminating stormwater permit coverage once construction activities are complete.

4. Channel means a natural or artificial watercourse with a definite bed and banks that conveys continuously or periodically flowing water.

5. City of Gillette shall mean a representative or designee of the City of Gillette to include persons from the Department of Development Services.

6. City of Gillette Engineer shall mean the person currently employed by City of Gillette to serve as City Engineer, or their designee.

7. Dedication means the deliberate appropriation of property by its owner for general public use.

8. Design Professional means a person such as a land surveyor, engineer, architect or other person who has knowledge or training of the application of design principles related to stormwater pollution prevention plans. (Design Professionals are recommended but not required for individual residential lots.)

9. Developer means a person who undertakes land disturbance and/or development activities.

10. Development shall mean a planning or construction project involving substantial property improvement and, usually, a change of land-use character within the site; the act of using land for building purposes.

11. Engineer shall mean a person licensed as a Professional Engineer in the State of Wyoming.

12. Erosion means the wearing away of land as caused by development activities that exceeds the natural processes by which the surface of the land is worn away by the action of water, wind, or chemical action.

13. Fee in Lieu means a payment of money, by way of variance approval, in place of meeting all or part of the Stormwater Management standards. The standards and variances are as outlined by this Article and the Storm Drainage Design Manual.

14. Final Stabilization means a uniform perennial vegetative cover with a density of at least 70% of the native background cover that has been established on all disturbed areas that have not been paved over or covered by permanent structures. This, in part, may include any required landscaping for development.

15. Impervious Cover means those surfaces that cannot effectively infiltrate rainfall (e.g., building rooftops, pavement, sidewalks, driveways, etc).

16. Industrial Stormwater Permit means a National Pollutant Discharge Elimination System (NPDES) permit issued to a commercial industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

17. Infiltration means the process of percolating stormwater into the subsoil.

18. International Residential Code (IRC) is a comprehensive, stand-alone residential code adopted by the City of Gillette that creates minimum regulations for one and two family dwellings and townhomes of three stories or less. The IRC is the adopted building code for the incorporated areas of the City of Gillette providing for the regulation of the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, use, height and area of all buildings and structures.

19. International Building Code (IBC) shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures. The scope includes all buildings except detached one- and two-family dwellings and townhouses up to three stories.

20. Jurisdictional Wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

21. Land Disturbance Activity means any activity which changes the volume or peak flow discharge rate of rainfall runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity which bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.

22. Landowner means the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.

23. Municipal Separate Storm Sewer System (MS4) shall mean a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains, that is designed or used for collecting or conveying stormwater; not privately owned; not a combined sewer; and not part of a Publically Owned Treatment Works (POTW).

24. Non-point Source Pollution means pollution from any source other than from any discernible, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

25. Notice of Intent (NOI) serves as the application for permit coverage under WYDEQ Construction General Permit.

26. Notice of Termination (NOT) means the termination of permit coverage associated with construction activity under the Wyoming Stormwater General Permit.

27. Notice of Transfer and Acceptance (NOTA) means the form submitted by the current and future Permittee to the City of Gillette when the responsibility for controlling the stormwater discharges for a construction activity transfers from one operator to another. This form is also used to acknowledge the mutual agreement and acceptance between a homebuilder and a homebuyer that the final stabilization requirements have not been met and that they are being conveyed from one party to the other.

28. Off-Site Facility means a stormwater management measure located outside the subject property boundary described in the permit application for land development activity.

29. Outfall shall mean the point or location where stormwater runoff discharges from a conduit, stream or drain, storm sewer, channel, or detention/retention facility.

30. Permittee shall mean the "person responsible for the land-disturbing activity" or who has ownership interest in the property.

31. Person shall mean, except to the extent exempted from this Article, any individual partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, town, county or other political subdivision of the State, any interstate body or any other legal entity conducting land-disturbing activities subject to this article.

32. Qualified Personnel is a person who is familiar with the requirements of the SWPPP, permit conditions and the proper operation and maintenance of all implemented BMPs.

33. Receiving Waters means bodies of water that receive runoff or wastewater discharges, such as rivers, streams, lakes, estuaries, and ground water.

34. Recharge means the replenishment of underground water reserves.

35. Re-development means any construction, alteration or improvement of 2,500 square feet or more in areas where existing land use is high density commercial, industrial, institutional or multi-family residential.

36. Site shall mean the entire area of the land-disturbing activities as proposed in the permit application.

37. Soil Stabilization means either final or temporary stabilization of disturbed areas that are initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding fourteen (14) calendar days.

38. Stop Work Order means an order issued which requires that all construction activity on a site be stopped.

39. Stormwater Discharger and/or Permittee means any person responsible for a construction site, industrial facility or a person who owns or controls personal property or equipment that impacts the quality of stormwater discharges, either by increasing the quantity/volume and/or conveying pollutants via stormwater runoff which flows directly to the MS4.

40. Stormwater Maintenance Agreement is a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of permanent stormwater management practices.

41. Stormwater Management means the use of structural or non-structural practices that are designed to reduce stormwater runoff pollutant loads, discharge volumes, and/or peak flow discharge rates.

42. Stormwater Pollution Prevention Plan (SWPPP) shall mean the document required by the City of Gillette as part of any land disturbing activity of 2,500 square feet or more which addresses the temporary and permanent Stormwater Management activities or BMPs. The WY DEQ minimum requirements for a SWPPP shall be considered as meeting the SWPPP requirements of the City.

43. Stormwater Runoff means flow on the surface of the ground resulting from precipitation.

44. Watercourse means a permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water.

45. Wyoming Department of Environmental Quality (Wyoming DEQ) Agency responsible for enforcing the Clean Water Act in the State of Wyoming.

46. Wyoming Pollutant Discharge Elimination System (WYPDES) means the program established by the federal Clean Water Act to regulate the discharge of pollutants into surface waters of the State of Wyoming.

(Ord. 3891, 4-19-2016)

§ 7-23. ~~-~~General~~ENERAL~~ P~~p~~rohibitions~~ROHIBITIONS~~

1. No person, site or facility shall discharge, cause, permit, or contribute to the discharge of any of the following to the municipal storm sewer system or receiving waters except where approved by the City of Gillette and Wyoming DEQ:

   a. Any liquid, solid, or gas which by reason of its nature or quantity are flammable, reactive, explosive, corrosive, or radioactive or by interaction with other materials could result in fire, explosion or injury;

   b. Any solid or viscous materials that could cause obstruction to the flow or operation of the municipal storm sewer system;

   c. Any pollutant that injures or constitutes a hazard to human, animal, plant, or fish life, or creates a public nuisance;

   d. Any medicinal, infectious, toxic, or hazardous material or waste.

2. No person, site or facility shall discharge into or connect any pipe or channel to a local watercourse or modify a watercourse unless a written permit has first been obtained from the City of Gillette and all other applicable, state and federal jurisdictions.

3. No person, site or facility responsible for new development, significant re-development or construction sites shall fail to use Best Management Practices, as approved in the SWPPP, to control the discharge of pollutants, as defined in the State of Wyoming DEQ Water Quality Rules and Regulations, in stormwater runoff to the municipal separate storm sewer system or its receiving waters.

4. No political subdivision or any person subject to the authority of a political subdivision that discharges, contributes or allows the discharge or contribution of stormwater directly or indirectly to the municipal separate storm sewer system of the City of Gillette shall fail to use Best Management Practices, as approved by the SWPPP, to control the discharge of pollutants and volume of flow in such discharges.

5. No person, site or facility shall allow excessive fugitive dust emission which causes or has the potential of entering public rights-of-way or causes or has the potential to cause harm to public or private property.

6. No person shall construct, use, maintain or continue existence of illicit connections to the storm drain system.

   a. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

   b. A person is considered to be in violation of this article if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

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7. Exemptions from Discharge Prohibitions

The following discharges are exempt from this article:

a. Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.

b. Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.

c. The prohibition shall not apply to any non-stormwater discharge permitted under a WYPDES and/or NPDES permit, waiver, or waste discharge order issued to the Discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the Discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

d. Discharge or connection regulated under an Industrial Stormwater WYPDES Permit provided that the Discharger is in compliance with all requirements of the Permit issued to the Discharger, administered by the Wyoming DEQ, and all other applicable laws and regulations.

e. Discharges from the following activities, unless identified by the City of Gillette or Wyoming DEQ as significant sources of pollutants to surface waters of the State:

i. Waterline flushing;

ii. Landscape irrigation, general irrigation, or lawn watering;

iii. Diverted stream flows;

iv. Rising ground waters;

v. Uncontaminated ground water infiltration other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow;

vi. Uncontaminated pumped ground water;

vii. Discharges from potable water sources;

viii. Foundation and footing drains;

ix. Air conditioning condensation;

x. Non-commercial vehicle washing;

xi. Flows from riparian habitats and wetlands;

xii. De-chlorinated swimming pool discharges;

xiii. Street wash water;

xiv. Discharges or flows from firefighting and emergency response activities.

8. Notification of Spills

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation has information of any known or suspected release of hazardous substances or pollutants as defined in the State of Wyoming DEQ Water Quality Rules and Regulations or any illegal discharges discharging into the storm drain system, or waters of the state, the said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous substances, said person shall immediately notify Wyoming DEQ and any other required Emergency Response Agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials or other illicit discharges, said person shall notify the Wyoming DEQ and any other responsible Emergency Response Agencies and follow up with the City of Gillette in person or by phone or email no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Gillette within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(Ord. 3891, 4-19-2016)

§ 7-24. ~~–~~Stormwater~~TORMWATER~~ Permit~~ERMIT~~ Procedures~~ROCEDURES~~ and~~AND~~ Requirements~~EQUIREMENTS~~

1. Permit Required

The City of Gillette has developed a set of stormwater permitting standards that must be met on any construction activity disturbing 2,500 or more square feet of land and that is also required to operate under one of the following City permits; City Building Permit, City Permit-to-Construct, or City Grading Permit.

2. Permit Exemptions

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The following activities may be exempt from the stormwater permitting criteria unless they are found to be adversely impacting stormwater runoff, or otherwise found to be noncompliant with the terms of this Article:

a. Any agricultural activity, as well as common residential gardening practices;

b. Additions or modifications to existing single family structures disturbing less than 2,500 square feet of land;

c. Land disturbing activities that disturb less than 2,500 square feet of land, provided they are not part of a larger common development plan, even though multiple separate and distinct land development activities may take place at different times on different schedules;

d. Repairs to any stormwater facilities deemed necessary by the City of Gillette;

e. Land disturbance activities permitted by the City prior to the effective date of this Article;

f. Land disturbance activities that are permitted under a City Street Cut or Right-of-Way Permit as outlined under Chapter 18 of the Gillette City Code. These projects shall be responsible for erosion and sediment control under the terms of that permit;

g. City capital construction projects that are managed under City contract and under WYPDES permitting;

h. WY DOT administered projects within the City that are managed under WY DOT contract and WYPDES permitting.

No landowner or applicant shall receive any of the Building, Grading, Permit-to-Construct, or other land development permits required for land disturbance activities without meeting the requirements of this Article prior to commencing with the proposed activity.

Site disturbances greater than one acre also require a Construction General Permit from the State of Wyoming DEQ. The City of Gillette's requirements for sites greater than one acre are in addition to the requirements of state and federal agencies.

3. Application Requirements

Unless specifically excluded by this article, any landowner or applicant requiring authorization for a land disturbance activity of 2,500 square feet or more shall submit to the City of Gillette a Stormwater Permit Application form provided by the City for that purpose.

A complete permit application form must also include the following:

a. SWPPP

b. Copy of Notice of Intent (NOI) submitted to the State as applicable to the requirements of the State of Wyoming (Wyoming DEQ)

c. Non-refundable Permit Review Fee

4. Application Procedure

Permit applications for land disturbance activity must be filed with the City of Gillette and can be made on any regular business day. In general, the City of Gillette shall inform the applicant whether the application and plan are approved or disapproved within fifteen (15) business days of the receipt of a complete permit application, including all documents as required by this article. If the permit application and SWPPP are disapproved, the applicant may revise the permit application. If additional information is submitted, the City of Gillette shall inform the applicant that the permit application is either approved or disapproved generally within 15 business days from the date the additional information is received. Any additional submittals or plan changes will require additional review fees. If the permit application, including the SWPPP, is approved by the City of Gillette, all appropriate land disturbance activity permits under jurisdiction of the City may then be issued.

5. Permit Duration

Permits issued under this section shall be valid from the date of issuance through the date of anticipated completion as indicated on the Permit Application, but in no case longer than 12 months for single family residential construction with no more than one 12 month extension allowable with the applicable extension fee having been submitted. For subdivisions and commercial or industrial land development, the permit duration shall be 24 months with no more than one 12 month extension with the applicable extension fee having been submitted.

6. Permit Transfer

When the responsibility for controlling the stormwater discharges for a land disturbance activity changes from one Permittee to another, the current and future Applicant/Permittee shall submit a completed Notice of Transfer and Acceptance (NOTA) form to the City of Gillette. The form must be signed by both parties and shall be submitted to the City of Gillette within 14 days of the change in Permittee. The NOTA form is available from the City.

The new Permittee must comply with all conditions in this permit and with all provisions of the existing SWPPP until such time that the existing SWPPP is amended or replaced by a new SWPPP.

The new Applicant/Permittee may develop and implement a new SWPPP for their parcel(s) that meets all the terms and conditions of this permit, or adopt and continue to implement the original SWPPP provided it is adequate for the new activities occurring on-site. With either option, the Permittee shall ensure, either directly or through coordination with other Permittees that their SWPPP meets all terms and conditions of permit coverage and their activities do not interfere with another party's erosion and sediment control practices.

7. Exceptions to Permit Transfers

For the transfer of properties within a development (e.g., an original developer sells portions of the property to various homebuilders), the new Applicant must obtain their own permit coverage for their activity on that property. The Stormwater Permit shall be obtained prior to or in conjunction with the applicable Building Permit(s) and must be obtained at the time of property transfer. The overall development property will remain active under that Permittee until the conditions of this ordinance are met for Permit termination. Permit transfers would not apply under these circumstances.

For the transfer of properties between a homebuilder and a single family residence homeowner, the homebuilder must obtain signature of the homebuyer on the City provided Notice of Transfer and Acceptance Form. By signing the NOTA, the homebuilder and homeowner are mutually acknowledging that soil stabilization measures are in place, however, that the final stabilization requirement of the property is not yet met. The NOTA also gives notice that it is the homebuyer's responsibility under the language of this ordinance to establish final stabilization by either sod, seeding, landscaping, or other applicable combination of final stabilization measures as outlined in the City's Storm Drainage Design Manual. The homeowner shall have twelve (12) months from the time of signing the NOTA to meet the final stabilization requirement.

8. Permit Termination

When all land disturbing activities are complete and final stabilization and/or required landscaping has been established, the Permittee shall complete a Certificate of Termination (COT) form obtained from the City of Gillette. If covered under the WYPDES Large Construction General Permit, Permit holders are also required to submit a copy of the Wyoming DEQ Notice of Termination (NOT) to the City of Gillette.

The City of Gillette will then conduct a final inspection and issue a Certificate of Termination if conditions of the permit have been met and all stormwater management practices have passed inspection.

If compliance is not met, the City will notify the permit holder to remedy the remaining issues and to request a new final inspection once complete. A COT will only be issued

after the City of Gillette has conducted a final inspection and all stormwater management practices have passed final inspection requirements.

Exception to final stabilization requirement for Permit Termination: At the point of property transfer and signing of the NOTA by a single family residence homebuyer and a homebuilder, the homebuilder is also acknowledging compliance with all other requirements of the Permit, including temporary soil stabilization, and can terminate their Permit through the function of the NOTA form and upon final inspection of the site by the City. Final stabilization under this circumstance becomes the homebuyer's responsibility.

(Ord. 3891, 4-19-2016)

§ 7-25. –Stormwater~~TORMWATER~~ Permit~~ERMIT~~ Fees~~EES~~

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1. Stormwater Permit Fees

The fee for a stormwater permit for any land disturbing application shall be established by the City of Gillette and shall be based on the number of units for Single Family Dwellings, and on the area of disturbance for Subdivisions and Commercial and Industrial Development.

The fees shall be set forth as follows:

Stormwater Permit Fee Schedule			
Subdivisions			
	Area of Disturbance		**Permit Fee**
	<5 acres		$100
	5 acres or more		$0*
Commercial and Industrial Developments			
	<5 acres		$100
	5 acres or more		$0*
Permit Extension Fee for all above Permits			$250
**$200-$500 WYDEQ Large Construction General Permit fees apply*			
Single Family Dwelling Permits (as defined by IRC)			
Dwelling Units			$30/unit

Permit Extension Fee	$100

(Ord. 3891, 4-19-2016)

§ 7-26. ~~-~~Erosion~~ROSION~~ and~~AND~~ Sediment~~EDIMENT~~ Control~~ONTROL~~ Inspection~~NSPECTION~~

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1. Best Management Practices (BMPs) for Erosion and Sediment Control

Installation and maintenance of BMPs for Erosion and Sediment Control are required for all land disturbing activities requiring a Stormwater Permit from the City of Gillette, and any site that discharges sediment into the City's storm drainage system. Grading, erosion control practices, sediment control practices, and waterway crossings shall meet the design criteria set forth in the most recent version of the City of Gillette Storm Drainage Design Manual, and shall be adequate to prevent transportation of sediment from the site to the satisfaction of the City of Gillette. Specific BMP selection and compliance with the manufacture's installation and maintenance criteria are the responsibility of the Permittee.

Site clearing, except those activities necessary to establish sediment control devices, shall not begin until all perimeter and initial phasing sediment control devices have been installed.

Erosion control requirements shall include the following:

a. Final or temporary stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently or temporarily ceased on any portion of the site and will not resume for a period exceeding fourteen (14) calendar days. Operators are not required to initiate stabilization measures in areas of a project that are essential for site access or work activities until those areas are no longer needed for ongoing access or work.

b. Temporary stabilization may be used whenever construction activities are expected to resume in the area to be stabilized or when weather or other conditions are not appropriate for initiation of permanent stabilization. Temporary stabilization includes practices such as cover crop planting, installation of rolled erosion products, mulching (provided the mulch is protected from wind such as crimping straw mulch into the soil), or surface roughening (such as plowing to achieve a rough, cloddy surface). Practices that provide equivalent erosion protection may be used.

c. Areas to be protected include graded slopes, ditches, berms and soil stockpiles and all other disturbed areas with potential to contribute sediment to runoff that will leave the construction site.

d. The entire site must be stabilized, using a heavy mulch layer or another method that does not require germination to control erosion, at the completion of the construction project and/or close of the construction season (e.g., winter shutdown).

e. Techniques shall be employed to prevent the blowing of dust or sediment from the site. All entities subject to regulation under this ordinance are required to make every reasonable effort to minimize dust from construction and land disturbing activities.

f. Techniques that divert upland runoff past disturbed slopes shall be employed.

g. Where the initiation of stabilization is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable.

2. Notice of Construction Commencement

The Permittee must notify the City of Gillette before the commencement of construction. Initial inspections specific to the implementation of the SWPPP BMPs shall be conducted by City staff. All inspections shall be documented and written reports prepared that contain the following information:

a. The date and location of the inspection;

b. Whether construction is in compliance with the approved SWPPP;

c. Variations from the approved SWPPP; and/or

d. Any deficiencies or violations that exist

If any violations or deficiencies are found, the Permittee shall be notified in writing at the time of inspection of the nature of the deficiency or violation and the required corrective actions. No additional work shall proceed until any violations or deficiencies are corrected, or the City of Gillette gives approval for work to proceed.

3. Inspection Requirements

Permittee Inspections:

The Permittee or their qualified personnel shall make regular inspections of all control measures in accordance with the inspection schedule outlined in the approved SWPPP as hereinafter required. All inspections shall be documented in written form.

a. Active construction sites:

Inspections must be conducted in accordance with one of the two schedules listed below. You must specify in your SWPPP which inspection schedule you will use.

1) At least once every 14 calendar days and within 24 hours of any precipitation and/or snow melt event which exceeds 0.5 inches. The Permittee shall have the option of maintaining a rain gauge at their site or using the nearest National Weather Service precipitation gauge station. OR

2) At least once every seven days.

b. Inactive construction sites.

The frequency of inspections may be reduced to once every 30 days after the Permittee has completed earthwork and construction activities at the construction site and has installed BMPs as specified in the SWPPP. All areas to be inspected monthly must have initiated temporary or permanent stabilization measures as required.

If the qualified personnel responsible for implementing the SWPPP changes, the changes must be noted in the SWPPP within 14 days of transfer of operational control and must list the new qualified personnel.

The SWPPP, inspection reports, and plans for grading, stripping, excavating, and fill work bearing the stamp of approval of the City of Gillette shall all be maintained and available at the construction site unless infeasible. In cases where there is not a trailer or structure to store these documents, they must otherwise be made readily available to the City upon request.

SWPPP retention, plan revisions or amendments, and plan availability shall be managed and as outlined by the WY DEQ SWPPP requirements.

City Inspections:

The City of Gillette may inspect any construction site, industrial facility or other premises required to comply with the provisions of this article to determine compliance with the rules, regulations and standards of the City of Gillette and/or Wyoming DEQ. Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other

notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants, or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water quality standards or the WYPDES general construction stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws.

The Permittee shall allow the City or its representatives to enter upon the premises during all regular construction hours for the inspection, sampling and the examination and copying of records. This includes the right to enter a property when it has a reasonable basis to believe that a violation of this article is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this article. All violation notices will be presented to the Permittee in accordance with the Enforcement and Penalties Chapter of this Article.

For single family residential permits, City inspection of BMPs will occur in conjunction with other relevant site inspections, with exception to the initial inspection of BMP installation, which must be coordinated prior to commencing with construction activity.

For residential and commercial subdivisions and commercial or industrial land developments, the Permittee shall notify the City of Gillette of each of the following events in conjunction with the milestones of the project as listed:

a. Installation of sediment and erosion measures (BMPs) (Preconstruction Meeting)

b. Start of construction (Preconstruction Meeting)

c. Completion of site clearing (Weekly Progress Reports)

d. Completion of rough grading (Weekly Progress Reports)

e. Completion of final grading (Weekly Progress Reports)

f. Completion of the construction season (Final Inspections/Project Acceptance)

g. Completion of final landscaping and/or final stabilization (Permit Termination)

4. BMP Maintenance

On any property on which grading or other work has been done pursuant to a permit granted under the provisions of this Article the Permittee shall, at a minimum, conduct inspections and maintain and/or repair all graded surfaces and erosion control facilities, drainage structures or means and other protective devices, plantings, and ground cover installed while construction is active in accordance with the approved SWPPP, as applicable.

All control devices similar to silt fence or fiber rolls must be repaired, replaced, or supplemented when they become nonfunctional, the sediment reaches 1/3 of the height of the device or as recommended in the manufacture's specification (if manufacturer's specifications are different, then a copy of the specifications should be kept with the SWPPP).

Repairs and maintenance should be made within the following time frames;

a. Active construction sites: These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access.

b. Inactive construction sites: These repairs must be made within 14 days of discovery, or as soon as field conditions allow access.

5. Final Stabilization Requirements and Landscaping

Any area of land from which the natural vegetative cover has been either partially or wholly cleared or removed by development activities shall be stabilized or re-vegetated within fourteen (14) calendar days from the substantial completion of such clearing activities. Criteria for stabilization are outlined in the Storm Drainage Design Manual.

After construction is complete and final stabilization is installed, the owner or their agent shall continue to regularly inspect the vegetation until adequate turf or other suitable type of stabilization is established as described under the Final Stabilization definition.

At the completion of construction for commercial development, when the required landscaping is utilized as a method of final stabilization, a Notice of Termination will not be granted for the site until landscaping is approved.

(Ord. 3891, 4-19-2016)

§ 7-27.- RequirementsEQUIREMENTS forFOR StormwaterTORMWATER PollutionOLLUTION PREVENTION PLAN (SWPPP)

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1. A SWPPP is required as part of all stormwater permits which disturb 2,500 square feet or more including subdivisions, commercial, industrial, and residential construction.

No application for development that requires a Stormwater Permit will be approved unless it includes a stormwater pollution prevention plan detailing how the SWPPP will be administered and in concept how runoff and associated water quality impacts resulting from the development will be controlled or managed. The SWPPP must indicate whether stormwater will be managed on-site or off-site, and the general location and type of practices.

This plan must be prepared and signed by a Design Professional who will verify that the design of all stormwater management practices meet the submittal requirements outlined in the SWPPP Checklist found in the Storm Drainage Design Manual. For individual residential lots, a Design Professional is recommended but not required. No Permit to Construct, Building, Grading, or Stormwater Permit shall be issued until a satisfactory final SWPPP, or a waiver thereof, shall have undergone a review and been approved by the City of Gillette after determining that the plan or waiver is consistent with the requirements of this article. The SWPPP may be referred for comment to all other interested agencies.

2. Stormwater Pollution Prevention Plan Requirements

A SWPPP shall be required with all permit applications and will include sufficient information as specified in the Storm Drainage Design Manual (e.g., maps, hydrologic calculations, etc.). The intent of this document is to inventory pollutants which have potential to leave the construction site in storm water runoff, identify Best Management Practices (BMPs) which, when implemented, will eliminate or minimize pollutants in runoff and meet the terms and conditions of the permit. Guidance materials for BMP selection and implementation can be found in the Storm Drainage Design Manual to determine the type of stormwater management measures necessary for the proposed project, and ensure adequate planning for management of stormwater runoff from future development. At a minimum the SWPPP shall meet the requirements of the WYPDES Large and Small Construction General Permit requirements, including:

a. Identification of a SWPPP administrator
b. Site description - narrative
c. Site Map(s)
d. Type and location of Best Management Practices (BMPs) and perimeter control
e. Operations/Maintenance/Inspection Schedule(s)
f. Training
g. Amendment(s)
h. Plan Availability/Retention
i. Final Stabilization

For development or re-development occurring on a previously developed site, an applicant shall be required to include within the SWPPP, BMPs for controlling existing stormwater runoff discharges from the site in accordance with the standards of this article to the maximum extent practicable.

(Ord. 3891, 4-19-2016)

§ 7-28. ~~-~~Maintenance~~AINTENANCE~~ and~~AND~~ Repair~~EPAIR~~ of~~OF~~ Stormwater~~TORMWATER~~ Detention~~ETENTION~~ Facilities~~ACILITIES~~

1. Maintenance Covenants

In an effort to minimize danger to public safety and public health, maintenance of all private, post construction detention facilities shall be ensured through the creation of a formal maintenance covenant that must be approved by the City of Gillette and recorded into the land record prior to final plan approval. This agreement will include any and all maintenance easements required to access and inspect the stormwater management practices, and to perform routine maintenance as necessary to ensure proper functioning of the stormwater detention facilities. As part of the covenant, a schedule shall be developed outlining the frequency with which maintenance will occur to ensure proper function of the facility and the parties responsible for maintenance. The covenant shall also include plans for periodic inspections to ensure proper performance of the facility between scheduled cleanouts and a facility site map.

In the cases of residential subdivisions, or in other instances as decided by the City Engineer, the City of Gillette, in lieu of a maintenance covenant, may accept dedication of any existing or future detention facility for maintenance, provided such facility meets all the requirements of this chapter and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

2. Requirements for Maintenance Covenants

All detention facilities must undergo, at the minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this Article and accomplishment of its purposes. These needs may include those outlined in the Storm Drainage Design Manual. Any maintenance needs found must be addressed in a timely manner, as determined by the City of Gillette, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater management facility.

3. Records of Installation and Maintenance Activities

Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation and of all maintenance and repairs, and shall

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retain the records for at least 3 years. These records shall be made available to the City of Gillette during inspection of the facility and at other reasonable times upon request.

4. Failure to Maintain Practices

If a responsible party fails or refuses to meet the requirements of the maintenance covenant, the City of Gillette, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the stormwater management facility becomes a danger to public safety or public health, the City of Gillette shall notify the party responsible for maintenance of the stormwater management facility in writing. Upon receipt of that notice, the responsible person shall have ten (10) calendar days to complete/remedy maintenance and repair of the facility in an approved manner. After proper notice, the City of Gillette shall assess the owner(s) of the facility for the cost of repair work plus any penalties which in part shall include an administrative fee of 15%.

5. As-Built Plans and Facility Site Map

All Permittees are required to submit actual "as built" plans and facility site map for any post-construction stormwater detention facilities located on-site after final construction is completed. The plan must show the final design specifications for all permanent BMPs and must be certified by a Wyoming licensed professional engineer. A final inspection by the City of Gillette is required before the Permit to Construct is closed out or a Commercial Project Certificate of Occupancy is issued.

(Ord. 3891, 4-19-2016)

§ 7-29. ~~-~~Waivers~~AIVERS~~ to~~TO~~ Stormwater~~TORMWATER~~ Detention~~ETENTION~~ Requirements~~EQUIREMENTS~~

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1. Waivers for Providing Post-Construction Stormwater Detention

Every applicant shall provide for stormwater quantity management, unless they file a written request to waive this requirement, and only as approved by the City Engineer. Post-construction water quality is encouraged but not required except when the site directly discharges to a wetland, or as otherwise required by the City Engineer.

The minimum requirements for stormwater detention may be waived in whole or in part upon written request of the applicant, provided that at least one of the following conditions applies:

a. It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this Article.

b. Provisions are made to manage stormwater by an off-site facility. The off-site facility is required to be designed, adequately sized and installed to be able to provide a level of stormwater control/enhancement that is equal to or greater than that which would be afforded by on-site practices and has a legally obligated entity deemed acceptable by the City of Gillette responsible for long-term operation and maintenance of the stormwater facility.

c. The City of Gillette finds that meeting the minimum on-site detention requirements is not feasible due to the natural or existing physical characteristics or restraints of a site.

d. Non-structural practices are provided that reduce the generation of stormwater from the site. These non-structural practices are explained in detail in the current Storm Drainage Design Manual.

2. In instances where one of the conditions above applies, the City of Gillette may grant a waiver from strict compliance with stormwater detention provisions that are not achievable, provided that acceptable mitigation measures are provided. However, to be eligible for a waiver, the applicant must demonstrate to the satisfaction of the City of Gillette that the immediately downstream waterways will not be subject to:

a. Deterioration of existing culverts, bridges, dams, and other structures;

b. Deterioration of biological functions or habitat;

c. Accelerated stream bank or streambed erosion or siltation;

d. Increased threat of flood damage, or risk to public health, life or property.

Furthermore, where compliance with minimum requirements for stormwater detention is waived, the Applicant will satisfy the minimum requirements by meeting one of the mitigation measures selected by the City of Gillette. Mitigation measures may include, but are not limited to:

a. The purchase and/or donation of privately owned lands or the grant of an easement to be dedicated for preservation of green space shall be undertaken by the City of Gillette. These lands should be located adjacent to the stream corridor in order to provide permanent buffer areas to protect water quality and aquatic habitat.

b. The creation of a stormwater detention facility or other drainage improvements on previously developed properties, public or private, that currently lack BMPs designed and constructed in accordance with the purposes and standards of this article.

~~3. Fee-in-Lieu of Stormwater Detention~~

~~Where the City of Gillette waives all or part of the minimum stormwater detention requirements, or where the waiver is based on the provision of adequate stormwater detention facilities provided upstream or downstream of the proposed development, the Applicant shall be required to pay a fee in accordance with the basin fee schedule (unless the developer and the City of Gillette agree on a greater alternate contribution) established by the City of Gillette, and based on the percent imperviousness of the proposed project over and above existing site conditions. All of the monetary contributions shall be credited to an appropriate Stormwater Capital Improvements Program project fund, and shall be made by the Developer prior to the subdivision plat being recorded or, if no record plat is required, prior to issuance of building permit or Permit to Construct.~~

~~The basin fee map can be found in the City's Stormwater Master Plan, and the corresponding basin fee schedule is set forth as follows:~~

~~Basin Fee Schedule~~	
~~Basin(s)~~	~~Basin Fee (per impervious acre)~~
~~1, 2, 3, 4~~	~~$0.00~~
~~6, 7, 8, 9, 10, 12~~	~~$1,608.00~~
~~5, 11~~	~~$3,357.00~~

~~4. Dedication of Land or Other Improvements~~

~~In lieu of a monetary contribution, an Applicant may obtain a waiver of the required stormwater detention by entering into an agreement with the City of Gillette for the granting of an easement or the dedication of land by the Applicant, to be used for the construction of an off-site stormwater detention facility. The agreement shall be entered into by the Applicant and the City of Gillette prior to the recording of plat or, if a recorded plat is not required, prior to the issuance of the building permit or Permit to Construct.~~

~~5.~~ 3. When a site development plan is submitted that qualifies as a re-development project as defined in Chapter 7-22 of this Article, decisions on permitting and on-site stormwater detention requirements shall be governed by stormwater sizing criteria found in the current Storm Drainage Design Manual. This criterion is dependent on the amount of impervious area created by the development and its impact on water quality. Final authorization of all re-development projects will be determined after a review by the City of Gillette Engineering Division.

(Ord. 3891, 4-19-2016)

§ 7-30. ~~-~~Basic~~ASIC~~ Stormwater~~TORMWATER~~ Detention~~ETENTION~~ Design~~ESIGN~~ Criteria~~RITERIA~~

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Unless judged by the City of Gillette to be exempt or granted a waiver, all site designs shall establish stormwater detention practices to control the peak flow rates of stormwater discharge associated with specified design storms and reduce the generation of stormwater. While not required to achieve quality standards at this time, these practices should seek to utilize pervious areas for stormwater treatment and to infiltrate stormwater runoff from driveways, sidewalks, rooftops, parking lots, and landscaped areas to the maximum extent practical to provide treatment for both water quality and quantity.

The City of Gillette Storm Drainage Design Manual specifies performance criteria for each stormwater management practice.

1. Minimum Control Requirements

   All stormwater management practices will be designed so that the specific storm frequency storage volumes as identified in the current Storm Drainage Design Manual are met, unless the City of Gillette grants the applicant a waiver or the applicant is exempt from such requirements.

   In addition, if hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the City of Gillette reserves the right to impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.

2. Site Design Feasibility

   Stormwater management practices for a site shall be chosen based on the physical conditions of the site. Applicants shall consult the Storm Drainage Design Manual for guidance on the factors that determine site design feasibility when selecting a stormwater management practice.

3. Conveyance Issues

   All stormwater management practices shall be designed to convey stormwater to allow for the reduction in flow velocities and minimization of pollutant discharges. This shall include, but not be limited to:

   a. Maximizing of flow paths from inflow points to outflow points

   b. Protection of inlet and outfall structures

   c. Elimination of erosive flow velocities

   d. Providing of underdrain systems, where applicable

The City of Gillette Storm Drainage Design Manual provides detailed guidance on the requirements for conveyance for each of the approved stormwater management practices.

4. Stream Channel Protection

Non-structural controls reduce the volume of stormwater runoff generated on-site and eliminate opportunities for pollutants to enter the stormwater system. Wherever possible developments should seek to preserve existing natural features such as riparian setbacks and enhance buffer areas.

5. Non-Structural Stormwater Practices

The use of non-structural stormwater treatment practices is encouraged in order to minimize the reliance on structural practices. Reductions in the amount of stormwater runoff can be obtained through the use of non-structural practices that reduce the generation of stormwater from the site. These non-structural practices are explained in detail in the Storm Drainage Design Manual and Applicants wishing to use non-structural practices must ensure that these practices are documented and remain unaltered by subsequent property owners.

(Ord. 3891, 4-19-2016)

§ 7-31. ~~-~~Enforcement~~NFORCEMENT~~ and~~AND~~ Penalties~~ENALTIES~~

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1. It will be the responsibility of the Stormwater Discharger and/or Permittee to ensure compliance with all sections of this Article.

A Stormwater Discharger and/or Permittee who violates any provision of this Article, even if it does not violate any WYPDES permit conditions or limitations, is subject to enforcement and penalties described herein.

2. Enforcement Mechanisms

a. It is the intent of this Article that a process of compliance be pursued, when possible, prior to enforcement measures.

b. Violations may be enforced through any or all of the following measures:

i. Notice of Deficiency

ii. Notice of Violation and Civil Penalty

iii. Stop Work Order

iv. Permit(s) Suspension and/or Revocation

v. Proceedings in Law

c. If, in the City of Gillette's assessment, the activities or lack of activity of the Stormwater Discharger and/or Permittee warrant or necessitate a more intensive enforcement mechanism, the City of Gillette may pursue those enforcement measures. The City of Gillette shall make the assessment of warrant and/or necessity based on a number of factors including, but not limited to, history of non-compliance, blatant disregard for the requirements or immediate adverse impact to adjacent properties, the MS4 and/or Waters of the State.

3. Notice of Deficiency

In instances when the City of Gillette, based on observations or investigations, has reasonable cause to believe that a deficiency of this Article has occurred, the City of Gillette is authorized to notify the Stormwater Discharger and/or Permittee in writing of the following items:

a. Date and location of the site observation(s) or investigation(s)

b. An itemized list of any deficiencies or failures

c. A deadline in which the corrective actions are to be completed

d. The written Notice of Deficiency shall be hand delivered, emailed, or mailed to the Stormwater Discharger and/or Permittee

4. Notice of Violation and Civil Penalty

When the City of Gillette determines that an activity is not being carried out in accordance with the requirements of this Article, and compliance has not been achieved through a Notice of Deficiency, the City shall issue a written Notice of Violation to the Stormwater Discharger and/or Permittee.

The Notice of Violation shall specify the following:

a. Date and location of the site observation(s) or investigation(s)

b. An itemized list of any deficiencies, violations or failures

c. A deadline in which the corrective actions are to be completed

d. The written Notice of Violation shall be delivered to the Stormwater Discharger and/or Permittee via certified mail

The Stormwater Discharger and/or Permittee shall notify the City of Gillette in writing of the anticipated date of completion of the corrective action(s). When compliance measures specified in the Notice of Violation are satisfactorily completed based upon

inspection by the City of Gillette on or after the anticipated completion date, the City of Gillette shall provide a written Notice of Acceptance and confirmation of compliance.

Failure to comply with the written notice described above or with any section of this article shall be deemed a misdemeanor offense. For any violation of this article there shall be a maximum fine of seven hundred fifty dollars ($750) per day per violation, and any other penalty as prescribed under section 16-1 of the Gillette City Code. Each day of violation constitutes a new offense.

5. Stop Work Order

In the event compliance cannot be achieved within the terms of a Notice of Deficiency or Notice of Violation, the City of Gillette may proceed with a Stop Work Order. In the event the City of Gillette perceives that there is an immediate adverse impact or blatant disregard for the requirements, it may issue a Stop Work Order without first administering a Notice of Deficiency, Notice of Violation, Permit Suspension or Permit Revocation. The Stop Work Order shall be delivered to the Stormwater Discharger and/or Permittee and/or posted on the job site.

Persons receiving a Stop Work Order will be required to halt all construction activities. This Stop Work Order will be in effect until the City of Gillette confirms that the land disturbing activity is in compliance and the violation has been satisfactorily addressed. Failure to comply with a Stop Work Order can result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this Article.

6. Permit/License Suspension and/or Revocation

In the event compliance cannot be achieved within the terms of a Notice of Deficiency and/or Notice of Violation, the City of Gillette may proceed with permit(s) suspension or revocation. The City of Gillette may also follow all procedures outlined by the Board of Examiners for the suspension of Contractor license for failing to build in compliance with this Article. The City of Gillette may also refuse issuance or suspend any additional permits when all other methods of enforcement have proven unsuccessful.

When suspension or revocation has occurred:

a. Land-disturbing activities are not allowed on a project site when a permit has been suspended or revoked other than those required to address deficiencies/violations.

b. The written Permit Suspension or Revocation shall be hand delivered and/or sent by certified mail to the Permittee.

c. A Permit Suspension may require that the Permittee submit a revised portion of the Stormwater Pollution Prevention Plan as indicated by the City of Gillette for review and acceptance by the City of Gillette of the specific issue of contention. When a Permit Suspension is removed, the City of Gillette shall provide written notice to the Permittee.

d. A permit Revocation requires that the Permittee resubmit a Stormwater Pollution Prevention Plan for a full review and acceptance by the City of Gillette.

e. When a permit is revoked, the Permittee must re-apply for permit coverage through the normal permitting process and shall be required to pay established permit fees.

7. Legal Proceedings

If the enforcement mechanisms described in this Article prove to be unsuccessful in reaching compliance, or there is a blatant disregard for the requirements, or there is an immediate adverse impact to adjacent private or public property, the City of Gillette may proceed with all procedures afforded it under the laws of the City of Gillette and the State of Wyoming including injunctive relief.

(Ord. 3891, 4-19-2016)

§ 7-32. ~~-~~Right~~IGHT~~ to~~TO~~ Appeal~~PPEAL~~

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Any Stormwater Discharger and/or Permittee (hereinafter the Discharger) aggrieved by the actions outlined in this article by the Chief Building Official or City Engineer of the City of Gillette in their administration of these regulations may file an interim appeal. For grievances of the enforcement actions rendered by the City Engineer or Chief Building Official, the Discharger will file their appeal with the Development Services Director. The appeal shall be in writing, shall be submitted within seven (7) days of the action or decision appealed from, and shall state the specific relief which the Discharger seeks. Within seven (7) days of receipt of the request, the Development Services Director will issue formal findings determining the proper disposition of the matter.

In the event the Discharger is dissatisfied with the formal findings issued according to the preceding paragraph, they may request a hearing before the City of Gillette Board of Examiners by filing a Notice of Appeal with the Building Official within ten (10) days of mailing date of the written findings. The Notice of Appeal shall be in writing, and shall state the specific relief which the Discharger seeks. Within thirty (30) days of the receipt of the Notice of Appeal, the City of Gillette Board of Examiners shall hold a hearing to determine the proper disposition of the matter. At the hearing, the Board of Examiners shall consider not only the testimony of the Discharger, but also the testimony of the Chief Building Official, City Engineer, or Development Services Director as the case may be, (hereinafter the City Official) who issued the order or took that action that is the subject of the appeal, and shall review the materials originally filed in support of the interim

appeal and the formal findings. The City of Gillette Board of Examiners shall either reaffirm or modify the decision in the record of its hearing. Upon completion of the hearing, the Board of Examiners shall notify the Discharger and the City Official of its decision by sending written findings of fact and conclusions of law (the Final Order) by certified mail. The Discharger may then proceed based upon this decision of the City of Gillette Board of Examiners.

The Discharger or the City Official may appeal by filing a Notice of Appeal within thirty (30) days of postmarked mailing date of the Board's Final Order and have the record of their case reviewed by the Gillette City Council. The hearing before the City Council shall be on the record as a whole as it was developed before the Board of Examiners. The Discharger and the City Official shall be given the opportunity to make oral argument before the City Council. The City Council may affirm or reverse the decision appealed from and may direct that the Board of Examiners conduct further hearings.

The failure of the Discharger to appeal as provided in this section shall make the action of the City Official final and not subject to review in any other tribunal. The failure of the Discharger to attend the hearing before the Board of Examiners, as provided in this section, shall make the decision of the City Official final and not subject to review in any other tribunal.

(Ord. 3891, 4-19-2016)

STANDARD DRAWING CHANGES FROM 2020 EDITION for 2025 EDITION		
Standard Drawing Name	Standard Drawing #	Description of Change
Move all Standard Drawings to Specs		Move all standard drawings (details) from the Design Standards to the Spec Book.
RESIDENTIAL ACCESS CONTROL AND OFFSETS	02530-02	Remove 5' offset from property line
		Added "32' or 50% of lot line dimension per the adjacent street"
COMMERCIAL & INDUSTRIAL ACCESS CONTROL	02530-03	Remove 5' offset from property line
		Change spacing between driveways/street intersections for a local/local through street to 50' and not 100'
SANITARY SEWER SERVICE LINE	02700-06	Changed "Sewer Pipe Wye, Tee Wye combination" to "Sewer pipe factory wye"
		Removed "6"" and "8" (or larger)" and added "factory" to Note 1.
		Added Note 4. "Repair saddles may be only be used when approved by Wastewater Division"
LANDSCAPE DETAILS	02900-01 thru 02900-06	2020 Landscape Details removed and replaced in their entirety.
IRRIGATION DETAILS	02920-1 thru 02920-33	2020 Irrigation Details Remove and Replaced in their entirety.

STANDARD SPEC CHANGES FROM 2020 EDITION for 2025 EDITION			
SECTION	PART	Subsection	Description of Change
Move all Standard Drawings to Specs			Move all standard drawings (details) from the Design Standards to the Spec Book.
Section 02920-IRRIGATION	All	All	Section 02920-IRRIGATION as previously published in 2020 editon is removed and replaced entirely with 2025 edition.

STANDARD DESIGN STANDARDS CHANGES FROM 2020 EDITION for 2025 EDITION			
SECTION	Section	Subsection	Description of Change
101	All		Remove "City of Gillette CAD Standards"
			Delete "ePlans" verbiage or replace with "electronic software permitting"
	101.10	D	Delete "Any water and/or sewer service lines not needed shall be abandoned according to the City of Gillette Design Standards and Standard Construction Specifications prior to the plat being recorded."

STANDARD DESIGN STANDARDS CHANGES FROM 2020 EDITION for 2025 EDITION (CONT'D)			
SECTION	Section	Subsection	Description of Change
102	102.3		Replaced "black line copies" with "electronic copies"
103	103.10.2	A	Deleted "two unbound sets and one bound set of size B (11x17)black line prints"
	103.10.3	1	Added "printable" and deleted "size B"
		3	Replaced with "Shapefiles and CAD files (dwg) are acceptable formats of record drawings."
	103.10.4		Added "in the design standards" and removed "at the City Engineer's Office". Added "electronically"
	103.20.1		Added "prior to final acceptance"
	103.20.2		Added "private development" and added "an electronic set of plans"
			Added "prior to final acceptance or certificate of occupancy can be given for the development."
301 DESIGN OF WATER DISTRIBUTION SYSTEMS	6	6-b-ii	Updated "6-b-ii" to "9-c-iii" per DEQ updates
		6-b-iii	Updated "6-b-iii" to "9-c-iv" per DEQ updates
	14		Updated Section "14" to "16" and "14-b-iii" to 16-e
			Updated "Add new subsection after subsection 16-f-v
			Added subsection "vi"
			Add new section after "subsection 16-d-ii"
		14-b-vi	Updated to "16-d-ii (iii) Dead-end "other flushing device and shall not exceed 1,200 feet in total distance"
			Updated subsection "14-b-vii" to "16-d-viii"
			Updated "(viii)" to "(iv)"
		(viii) Services	Inserted "All commercial building plans shall include a detailed water riser diagram showing valve(s) and water meter(s) sizes and shall include the type and size of all backflow prevention."
			Replaced paragraph two with "There shall be only one tap and water service line from the main to the property line for each lot unless any single structure on the lot allows for more than one occupied space for separate lease or ownership. Unless otherwise approved by the City Engineer, any single structure with a single utility room that allows for more than one occupied space, shall have an individual water meter and shut off valve installed for each occupied space within the utility room. If any occupied space within the structure has a separate or individual utility room, then the occupied space shall have an individual water meter, shut off valve and curb stop installed. "
			Replaced paragraph three with "The City Engineer may approve a single tap from the main to be divided at the property line into multiple service lines with each individual water service line having a meter and a curb stop."
			Added "Add new subsection 16-d-iv"
			Updated "(ix)" to "(v)"
			Added "after subsection 16-d-v"
			Updated "(x)" to "(vi)"
			Added "add subsection after 16-d-vi"
			Updated "(c) Valves" to "(vii) valves"
			Updated "subsection 14-f-I and 14-f-ii" to "subsection "16-h-i, 16-h-ii, 16-h-iii"
			Updated "Add the following language at the end of Subsection 14-f-v" to "(iii) Cover"
			Updated "14-i" to "16-m"

STANDARD DESIGN STANDARDS CHANGES FROM 2020 EDITION for 2025 EDITION (CONT'D)			
401 DESIGN OF SANITARY SEWER SYSTEMS	9	9-C-iii-D	Add to (D) Connections - "All new construction shall require a factory wye connection to any collection line. Flexible couplings shall not be used for any service connections within the right of way or easements of any collection line. Tapping saddles for new construction shall only be allowed if approved by the Wastewater Division."
			Replace 2nd paragraph with "Connections of sewer services less than eight (8) inches in diameter shall connect to collection lines and not manholes."
			Replace third paragraph with "Sewer services will be extended to a point on each lot, which is a minimum of ten (10) feet from the lower property corner based on the sanitary sewer main lowest elevation. For any building with more than one occupied space, for separate lease or ownership, a sewer cleanout shall be installed outside of the building for each individual occupiable space, unless approved by the City Engineer."
		9-d-i	Deleted "Dead end lateral lines shall terminate in a manole."
609 DESIGN OF FLEXIBLE PAVEMENTS	609.2		Updated Alleys asphalt thickness to "6.0 inches" and Local/Local Through asphalt thickness to "5.0"
610 DESIGN OF RIGID PAVEMENTS	610		Replaced "twenty year design life to "30"
	610.2		Updated Alleys concrete thickness to "6 inches", Local/Local Through "6.0" and Collector to "6.5"
611 STREET GEOMETRICS	611.08		Added "H. The maximum length of a cul-de-sac shall not exceed 1,200 feet from any intersecting street

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 7, SECTIONS 7-1, 7-2, 7-3, 7-4, 7-5, 7-17, 7-18, 7-20 and 7-29 OF THE GILLETTE CITY CODE.

RECITAL: the Governing Body of the City of Gillette desires to amend Chapter 7 Section 7-1 "Adoption of City of Gillette 2017 Standard Construction Specifications", 7-2 "Adoption of City of Gillette 2017 Design Standards", 7-3 "Adoption of City of Gillette 2010 CAD Standards", 7-4 "Adoption of City of Gillette ePlans Electronic Plan Review Process", 7-5 "Adoption of the 2011 Storm Drainage Design Manual", 7-17 "System Development Charge and Plant Investment Fee – Water", 7-18 "Transfer of Plant Investment Fee Credits", 7-20 "Plant Investment Fee Financing" and 7-29 "Waivers to Stormwater Detention Requirements" and the entire chapter has been modified for consistency, including fonts and titles of the Gillette City Code.

THEREFORE, be it ordained by the governing body of the City of Gillette:

SECTION ONE. Chapter 7 of the Gillette City Code is amended to read as follows (with changes noted in red):

ARTICLE 1

Construction and Design Standards.

§7-1 City of Gillette Standard Construction Specifications

§7-2 City of Gillette Design Standards

§7-3 (unused)

§7-4 City of Gillette Electronic Plan Review Process

§7-5 City of Gillette Storm Drainage Design Manual

ARTICLE 2

Alleys and Easements

§7-6 Alleys and Easements.

§7-7 (unused)

§7-8 (unused)

ARTICLE 3

§7-9 (repealed) (Ord. 3891, 4-19-2016)

ARTICLE 4

Flood Plain Management.

§7-10 Statutory Authorization, Findings of Fact, Purpose And Methods

§7-11 Definitions

§7-12 General Provisions

§7-13 Administration

§7-14 Provisions For Flood Hazard Reduction

§7-15 Penalties For Noncompliance

ARTICLE 5

Plant Investment Fees

§7-16 Plant Investment Fees - Sewer.

§7-17 System Development Charge and Plant Investment Fee - Water.

§7-18 (unused)§7-19 Payment For Overfored Water and Sewer Lines.
§7-20 (unused)

ARTICLE 6

Stormwater Management

§ 7-21 Purpose, Findings of Fact, Applicability, Compatibility, Severability and City Storm Drainage Design Manual

§ 7-22 Definitions

§ 7-23 General Prohibitions

§ 7-24 Stormwater Permit Procedures and Requirements

§ 7-25 Stormwater Permit Fees

§ 7-26 Erosion and Sediment Control Inspection

§ 7-27 Requirements for Stormwater Pollution Prevention Plan (SWPPP)

§ 7-28 Maintenance and Repair of Stormwater Detention Facilities

§ 7-29 Waivers to Stormwater Detention Requirements

§ 7-30 Basic Stormwater Detention Design Criteria

§ 7-31 Enforcement and Penalties

§ 7-32 Right to Appeal

ARTICLE 1

Construction and Design Standards.

§ 7-1. City of Gillette Standard Construction Specifications.

The City of Gillette Standard Construction Specifications prepared by the Department of Engineering of the City of Gillette is hereby adopted by this reference and incorporated herein as amended from time to time and adopted by Gillette City Council per resolution, as if set out in full to regulate construction within the City of Gillette. One copy shall be available for public inspection at the Office of the City Engineer and the Office of the City Clerk during normal business hours. The Department of Engineering will also provide copies for sale at a reasonable charge to cover the cost of preparation of the volume. (Ord. No. 1674, 3-2-88.; Ord. 3344, 10-4-2004; Ord. 3392, 11-7-2005 effective 1-1- 2006; Ord. 3653, 1-4-2010, effective 2-1-2010; Ord 3780, 12-17-2012, effective 1-1-2013, Ord. No. 3914, effective 5-1-2017; Ord. No. 3988, effective 1-1-2021).

§ 7-2. City of Gillette Design Standards.

The City of Gillette Design Standards, prepared by the Department of Engineering of the City of Gillette is hereby adopted by this reference and incorporated herein, as amended from time to time and adopted by Gillette City Council per resolution, as if set out in full to regulate the design of public improvements within the City of Gillette. One copy shall be available for public inspection at the Office of the City Engineer and the Office of the City Clerk during normal business hours. The Department of Engineering will also provide copies for sale at a reasonable charge to cover the cost of preparation of the volume. (Ord. 1788 03/18/91; Ord. 3344, 10-4-2004; Ord. 3392, 11-7-2005 effective 1-1- 2006 Ord. 3653, 1-4-2010, effective 2-1-2010; Ord 3780, 12-17-2012, effective 1-1-2013, Ord. No. 3914, effective 5-1-2017; Ord. No. 3998, effective 1-1-2021).

§7-3 (unused) (Ord. 3676, 5-17-2010)

§7-4 City of Gillette Electronic Plan Review Process

A. The City of Gillette Electronic Plan Review Process, , and all associated documents is hereby adopted by this reference and incorporated herein as amended from time to time and adopted by Gillette City Council per resolution, as if set out in full to regulate how design documents, including plats, maps and engineering plans will be submitted for review by the City of Gillette. The electronic plan review process is a computer web-based software application that will be used by design professionals to submit documents in an electronic digital format. The digital documents will be reviewed by City of Gillette employees who will provide feedback electronically to facilitate thorough, complete and timely review.

B. For purposes of illustration but not limitation, the design documents that are subject to the electronic plan review process requirements include the following items submitted to the following designated City Divisions pursuant to the provisions of other City ordinances.

Planning Division

1. Commercial Site Plans
2. Annexation Plats
3. Sketch Plats
4. Preliminary Subdivision Plats
5. Final Subdivision Plats
6. Development Plans
7. Preliminary PUD Plats
8. Final PUD Plats
9. Easement or Right –of-way Vacations
10. Condominium Plats

Building Inspection Division

1. Commercial Building Permits
2. Residential Building Permits

Engineering Division

1. ROW permit (Excavation, Obstructing Public Ways and Placing anything within the Public Way)
2. Permit to Construct
3. Permit to Grade

C. The City has provided a "Quick Link" of the electronic permitting software and other related materials for public review and download on the City's website (Ord. 3676, 5-17-2010; Ord. 3704, 1-18-2011)

§ 7-5 City of Gillette Storm Drainage Design Manual

The City of Gillette Storm Drainage Design Manual, prepared by the Department of Engineering of the City of Gillette is hereby adopted by this reference and incorporated herein as amended from time to time and adopted by Gillette City Council per resolution, as set out in full to regulate the design of public improvements within the City of Gillette starting January 1, 2012. One copy shall be available for public inspection at the office of the Department of Engineering and the office of the City Clerk during normal business hours. The Department of Engineering will also provide copies for sale at a reasonable charge to cover the cost of preparation of the volume. Ord 3780, 12-17-2012, effective 1-1-2013)

ARTICLE 2

Alleys and Easements

§7-6 Alleys and easements.

A. Alley and easement width. Alleys shall be a minimum of 20 feet in width. Easements for underground electrical, phone, cable TV and natural gas shall be a minimum of 10 feet in width. All other easements for utilities shall be a minimum of 20 feet in width. (Ord. 804, § 3, 11-17-75; Ord. 1903, 9-20-93; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010)

B. Installation of utilities; Street distances. Gas lines shall be installed within 5 feet of the odd side of the alley or easement. Other utilities shall be installed within 5 feet of the even side. All installations of gas and other utilities shall be in a straight line at a consistent distance from the center-line of the street, alley or easement, said utilities shall be installed on a uniform arc at a consistent distance from the centerline of the street, alley or easement. (Ord. No. 804, § 3, 11-17-75.; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010)

C. Grade. Grade shall be within 6 inches of final grade before installing utilities. (Ord. No. 804, § 3, 11-17-85.; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010)

D. Penalty. Persons who make or cause to be made changes in grade after utilities are installed are required to bear the costs associated with the change in grade together with any costs of relocating the utilities. (Ord. No. 804, § 3, 11-17-75.; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010)

E. City Property. Installation replacing or repair of pipe lines or conduits upon property including streets, alleys, or other public thoroughfares shall be done under the supervision of the City Administrator or his designee. (Ord. 419, §4.0102; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010)

F. City Property, Excavations. Excavation on City property shall be of minimum necessary to complete the work. If possible, piping will be drilled under streets, alleys, and sidewalks. (Ord. 419, §4.0102; Ord. 774, §§ 1, 2, 3-17-75; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3676, 5-17-2010; Ord 3780, 12-17-2012, effective 1-1-2013)

§7-7 (unused) (Ord. 3676, 5-17-2010)

§7-8 (unused) (Ord. 3676, 5-17-2010)

ARTICLE 3

§7-9 (repealed) (Ord. 3891, 4-19-2016)

(Ord. No. 1153, 12-1-80; Ord. 3344, 10-4-2004)

ARTICLE 4

Flood Plain Management.

§7-10 Statutory Authorization, Findings of Fact, Purpose and Methods

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Wyoming has in Wyoming Statutes sections 15-1-103(a) (xi), (xxvii), (xxxi) and (xli) delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Governing Body of the City of Gillette Wyoming does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Campbell County, Wyoming are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood loses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;

2. Minimize expenditure of public money for costly flood control projects;

3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

4. Minimize prolonged business interruptions;

5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

7. Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

1. In order to accomplish its purposes, this ordinance uses the following methods:
2. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

3. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

4. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

5. Control filling, grading, dredging and other development which may increase flood damage;

6. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

(Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

§ 7-11. Definitions

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

AREA OF SHALLOW FLOODING - means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into

Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a one percent chance of being equaled or exceeded in any given year.

BASEMENT - means any area of the building having its floor sub-grade (below ground level) on all sides.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION- Means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters.
2. the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The

term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

a) by an approved state program as determined by the Secretary of the Interior or;

b) directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain

management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is:

1. built on a single chassis;

2. 400 square feet or less when measured at the largest horizontal projections;

3. designed to be self-propelled or permanently towable by a light duty truck; and

4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or

2. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.).

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas. (Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

§7-12 General Provisions

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard within the jurisdiction of Gillette, Wyoming.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Campbell County and incorporated areas," dated January 2, 2008, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM).

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

1. considered as minimum requirements;
2. liberally construed in favor of the governing body; and
3. deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

(Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

§7-13 Administration

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Engineer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

2. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

3. Review, approve or deny all applications for development permits required by adoption of this ordinance.

4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is Wyoming Office of Homeland Security, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8. When base flood elevation data has not been provided in accordance with Gillette City Code §7-12, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Gillette City Code § 7-14.

9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community **first** applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

SECTION C. PERMIT PROCEDURES

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

3. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Gillette City Code § 7-14, Section B(2);

4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

5. Maintain a record of all such information in accordance with Gillette City Code §7-13, Section (B)(1). Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage;

2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

3. The danger that materials may be swept onto other lands to the injury of others;

4. The compatibility of the proposed use with existing and anticipated development;

5. The safety of access to the property in times of flood for ordinary and emergency vehicles;

6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

8. The necessity to the facility of a waterfront location, where applicable;

9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

10. The relationship of the proposed use to the comprehensive plan for that area.

SECTION D. <u>VARIANCE PROCEDURES</u>

1. The City of Gillette Board of Adjustment is designated the Appeal Board under this ordinance to hear and render judgment on requests for variances from the requirements of this ordinance.

2. The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

3. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision to the District Court of the 6th Judicial District in and for Campbell County, Wyoming, as provided by law.

4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) of this Article (Gillette City Code §7-13) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

7. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Gillette City Code §7-10, Section C).

8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

10. Prerequisites for granting variances:

a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

b) Variances shall only be issued upon:

1) showing a good and sufficient cause;

2) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and

3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

c) Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

a) the criteria outlined in Gillette City Code §7-13, Section D(1)-(9) are met, and

b) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

§7-14 Provisions for Flood Hazard Reduction

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. <u>SPECIFIC STANDARDS</u>

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Gillette City Code § 7-12, Section B, (ii) Gillette City Code § 7-13, Section B(8), or (iii) Gillette City Code §7-14, Section C(3), the following provisions are required:

1. **Residential Construction -** new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Gillette City Code § 7-13, Section C(1)a., is satisfied.

2. **Nonresidential Construction -** new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

3. **Enclosures -** new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to

automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b) The bottom of all openings shall be no higher than one foot above grade.

c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. **Manufactured Homes** –

a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

1) the lowest floor of the manufactured home is at or above the base flood elevation, or

2) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in

height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

5. **Recreational Vehicles -** Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

a) be on the site for fewer than 180 consecutive days,

b) be fully licensed and ready for highway use, or

c) meet the permit requirements of Gillette City Code § 7-13, Section C(1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Gillette City Code §7-10, Sections B, C, and D of this ordinance.

2. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of Gillette City Code §7-12, Section C; Gillette City Code §7-13, Section C; and the provisions of Gillette City Code §7-14 of this ordinance.

3. Base flood elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Gillette City Code §7-12, Section B or Gillette City Code §7-13, Section B (8) of this ordinance.

4. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Gillette City Code §7-12, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).

2. All new construction and substantial improvements of **non-residential** structures;

a) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or;

b) together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Gillette City Code §7-13, Section C (1)a., are satisfied.

4. Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS

Floodways - Located within areas of special flood hazard established in Gillette City Code §7-12, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

2. If, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Gillette City Code § 7-14.

3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** applies for a conditional FIRM and floodway revision through FEMA.

(Ord. 775, §§ 3, 4, 3-17-75; Ord. 912, 12-19-77; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

§ 7-15 Penalties for Noncompliance

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $ 750, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Gillette from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. 912, 12-19-77; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004; Ord. 3524, 12-3-2007)

ARTICLE 5

Plant Investment Fees

§7-16 Plant Investment Fees - Sewer.

(a) Sewer connections to the sanitary sewer system of the City within the City shall be made only by the City after application for permission for such service is made. There will be charges made as a Plant Investment Fee-Sewer for all connections, determined by reference to the size of the water meter serving the structure, or other use, connected to the sewer system.

(b) The phrase "connections to the sanitary sewer system" as used in this section shall include not only the connections to the primary sewer system of the City, but all feeder lines connected thereto, whether owned privately or by the City.

(c) The City Engineer or his designated representative shall determine the water meter size required for any structure or other use. All plant investment fees shall be paid prior to the issuance of a Building Permit if required, or upon connection and prior to use if no Building Permit is required. (Ord. 3538, 3-3-2008)

(d) The determination of the City Engineer shall be made according to relevant and prevailing engineering standards such as, for copy of which is available for public inspection during normal business hours in the office of the City Engineer.

(e) Renumbered to §17-12 [§ 7-16], effective January 1, 2005, (Ord. 3334, 8-2-2004; Ord. 3344, 10-4-2004)

(C.O. 1948, § 110; Ord. 376, § 1, 10-3-49; Ord. 426, §1, 6-1-59; Ord. 593, § 1, 9-30-69; Ord. 607, § 1, 2, 12-23-69; Ord. 616, §1, 4-6-70; Ord 672, §§ 1, 2, 5-1-72; Ord 756, § 1, 8-27-74; Ord. 757, § 1, 8-27-74; Ord. 830, §§ 1, 2, 7-19-76; Ord. 848, 10-18-76; Ord. 1079, §2, 4-7-80, Ord. 1500, 11-21-83, Ord. 1578, 2-19-85; Ord. 2050, 6-3-96; Ord. 3334, 8-2-2004; Ord. 3344, 10-4-2004)

§7-17 System Development Charge and Plant Investment Fee - Water.

(a) The Gillette Regional Water Supply System includes water supply facilities, infrastructure, and components necessary to provide water supply to the City of Gillette and Wholesale Customers within a Designated Service Area (DSA), as defined by the Gillette Regional Water Supply System Joint Powers Agreement (JPA), dated December 21, 2010. A System Development Charge (SDC) will be charged for every new connection, including new Wholesale Customers who have executed a Water Services Agreement, to the Gillette Regional Water Supply System, provided that Wholesale Customers listed in Exhibit C to the JPA shall not be charged a SDC for their initial connection to the Gillette Regional Water Supply System. A SDC will be charged for any additional connection to the Gillette Regional Water Supply System through any Wholesale Customer. Any new connections to the City of Gillette Distribution System shall pay a Plant Investment Fee – Water (PIF-W). (Ord. 3887, 4-19-2016)

(b) The phrase "connections to the Gillette Regional Water Supply System" as used in this section shall include connections to the City of Gillette Distribution System, and all connections by Wholesale Customers and any individual connections to their systems. (Ord. 3887, 4-19-2016)

(c) The City Engineer or his designated representative shall determine the water meter size required for all connections to the Gillette Regional Water Supply System. All SDCs, meter costs, permit fees and PIF-W fees shall be paid prior to the issuance of a Building Permit if required, or upon connection and prior to use if no Building Permit is required. (Ord. 3538, 3-3-2008; Ord. 3887, 4-19-2016)

(d) The determination of the City Engineer shall be made according to relevant and prevailing engineering standards such as, for purposes of example but not limitation, the A.W.W.A. Manual #22, a copy of which is available for public inspection during normal business hours in the office of the City Engineer.

(e) Renumbered to §17-12,[§17-17] effective January 1, 2005, (Ord. 3334, 8-2-2004)

(Ord. 1314, 2-1-82, Ord. 1578, 2-19-85, Ord. 2041, 5-6-96; Ord. 2050, 6-3-96; Ord. 3334, 8-2-2004; Ord. 3344, 10-4-2004; Ord. 3887, 4-19-2016)

§7-18 (unused) (C.O. 1948, §123, Ord. 593, §3, 9-30-69; Ord. 756, §3, 8-27-74; Ord. 948, §1, 7-5-78; Ord. 2097, 4-21-97; Ord. 3344, 10-4-2004; Ord. 3622, 5-18-2009)

§7-19 Payment For Oversized Water and Sewer Lines

A. Whenever sewer or water lines are constructed which are oversized at the request of the City Engineer to permit more connections than those to be made within the subdivision being primarily served, (hereinafter the project) that developer shall be paid for the incremental cost of the oversized sewer or water line at the time the sewer or water lines are accepted by the City.

B. To be eligible for an oversizing payment, the sewer or water line must be capable of serving users outside the project, as a result of over-sizing alone or in conjunction with other design elements and the improvements must conform to the specifications, standards and regulations of the City Engineer. If the sewer or water lines connect the project to the City system across intervening land which is not a part of the project none of the extra cost of that off-site portion of the line or lines is recoverable. Only the base construction and design costs, as described above, of the extra capacity of oversize lines within the project are recoverable. All base construction and design costs are determined by the City Engineer through consultation with the developer and his agents and a review of all relevant cost items. The developer shall competitively bid the water and sewer improvements for both the oversized improvements and improvements without oversizing and submit the bid tabulations for review by the City Engineer to determine the incremental cost of oversizing.

C. If the over-size lines are constructed through the formation of a Local Improvement District in compliance with state law the incremental cost of the oversizing, as determined by the City Engineer shall be applied against the cost of the improvements to reduce the amount of the construction cost for purposes of calculating the assessments.

(Ord. 972, 10-23-79, Ord. 989, 5-7-79, Ord. 1095, 5-5-80, Ord. 1159, 1-5-81 Ord. 1208, 6-15-81, Ord. 1397, 10-4-82, Ord. 1506, 12-19-83; Ord. 1604, 9-16-85; Ord. 2097, 4-21-97; Ord. 3344, 10-4-2004; Ord. 3622, 5-18-2009)

§7-20 (unused) (Ord. 1644, 2-16-87; Ord. 2050, 6-3-96; Ord. 3344, 10-4-2004)

ARTICLE 6

Stormwater Management

§ 7-21. Purpose, Findings of Fact, Applicability, Compatibility, Severability and City Storm Drainage Design Manual

The City of Gillette establishes this set of water quality and quantity policies applicable to all surface waters to provide reasonable guidance for the regulation of stormwater runoff for the purpose of protecting local water resources from degradation.

SECTION A. PURPOSE

The purpose of this article is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing in watersheds within this jurisdiction. This article seeks to meet that purpose through the following objectives:

1. Minimize increases in stormwater runoff from any land disturbing activities in order to reduce flooding, siltation and stream bank erosion, and maintain the integrity of stream channels.

2. Minimize increases in non-point source pollution caused by stormwater runoff from land disturbing activities which would otherwise degrade local water quality.

3. Minimize the total annual volume of surface water runoff which flows from any group of development sites, sub-watersheds, or watershed through the use of established stormwater volume control techniques as detailed in the Storm Drainage Design Manual.

4. Reduce stormwater runoff rates and volumes, soil erosion and non-point source pollution, wherever possible, through stormwater management controls and ensure that these stormwater management controls are properly maintained such that they pose no threat to public health and safety.

SECTION B. FINDINGS OF FACT

It is hereby determined that:

Stormwater runoff contributes to increased quantities of water-borne/non-point source pollutants. Land disturbing activities and associated increases in impervious cover alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition. Stormwater runoff from commercial, industrial and residential activities further contributes to pollutant loading and increases water volume. These impacts on water quality, soil erosion and nonpoint source pollution can be controlled and minimized through the regulation of stormwater runoff.

Therefore, the City of Gillette establishes this set of water quality and quantity policies applicable to all surface waters to provide reasonable guidance for the regulation of stormwater runoff for the purpose of protecting local water resources from degradation. It is determined that the regulation of stormwater runoff discharges from land development projects, construction activities, and existing urban activities is necessary in order to control and minimize increases in stormwater runoff rates and volumes. The regulation of soil erosion, stream channel erosion, and non-point source pollution associated with stormwater runoff is in the public interest to help prevent threats to public health and safety.

SECTION C. APPLICABILITY

This Article shall be applicable to the entire City of Gillette covering all subdivisions, developments, site plans, residential building permit applications, as well as existing residential, commercial, industrial, and institutional properties, unless eligible for an exemption or granted a waiver by the City of Gillette.

SECTION D. COMPATIBILITY

This Article is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this article should be considered minimum requirements, and where any provision of this Article imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

SECTION E. SEVERABILITY

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Article shall be judged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this article.

SECTION F. CITY STORM DRAINAGE DESIGN MANUAL

In Chapter 7, Section 7-5 of Gillette City Code, the City of Gillette has developed and adopted additional policy, criteria, and information, including technical specifications and standards, for the proper implementation of the requirements of this Article and provides such information in the form of a Storm Drainage Design Manual.

The manual may be updated and expanded from time to time, at the discretion of the City of Gillette, based on improvements in engineering, science, monitoring and local maintenance experience. Stormwater Management practices must be designed and constructed in accordance with the design and sizing criteria outlined in the Storm Drainage Design Manual.

One copy of the manual shall be available for public inspection at the office of the Engineering Division and the office of the City Clerk during normal business hours. The document will also be available to download free of charge on the City's website. (Ord. 3891, 4-19-2016)

§ 7-22. Definitions

1. Applicant means a property owner or agent of a property owner who has filed an application for a stormwater management permit.

2. Best Management Practices (BMPs) shall mean structural or engineered control devices and systems to treat stormwater, which may be temporary or permanent in nature. BMPs may also be non-structural, operational or procedural practices, such as schedules of activities, prohibitions of practices, maintenance procedures, and/or other management practices to prevent or reduce erosion and sediment runoff.

3. Certificate of Termination (COT) means documentation issued by the City Engineer or Chief Building Official of the City of Gillette terminating stormwater permit coverage once construction activities are complete.

4. Channel means a natural or artificial watercourse with a definite bed and banks that conveys continuously or periodically flowing water.

5. City of Gillette shall mean a representative or designee of the City of Gillette to include persons from the Department of Development Services.

6. City of Gillette Engineer shall mean the person currently employed by City of Gillette to serve as City Engineer, or their designee.

7. Dedication means the deliberate appropriation of property by its owner for general public use.

8. Design Professional means a person such as a land surveyor, engineer, architect or other person who has knowledge or training of the application of design principles related to stormwater pollution prevention plans. (Design Professionals are recommended but not required for individual residential lots.)

9. Developer means a person who undertakes land disturbance and/or development activities.

10. Development shall mean a planning or construction project involving substantial property improvement and, usually, a change of land-use character within the site; the act of using land for building purposes.

11. Engineer shall mean a person licensed as a Professional Engineer in the State of Wyoming.

12. Erosion means the wearing away of land as caused by development activities that exceeds the natural processes by which the surface of the land is worn away by the action of water, wind, or chemical action.

13. Fee in Lieu means a payment of money, by way of variance approval, in place of meeting all or part of the Stormwater Management standards. The standards and variances are as outlined by this Article and the Storm Drainage Design Manual.

14. Final Stabilization means a uniform perennial vegetative cover with a density of at least 70% of the native background cover that has been established on all disturbed areas that have not been paved over or covered by permanent structures. This, in part, may include any required landscaping for development.

15. Impervious Cover means those surfaces that cannot effectively infiltrate rainfall (e.g., building rooftops, pavement, sidewalks, driveways, etc).

16. Industrial Stormwater Permit means a National Pollutant Discharge Elimination System (NPDES) permit issued to a commercial industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

17. Infiltration means the process of percolating stormwater into the subsoil.

18. International Residential Code (IRC) is a comprehensive, stand-alone residential code adopted by the City of Gillette that creates minimum regulations for one and two family dwellings and townhomes of three stories or less. The IRC is the adopted building code for the incorporated areas of the City of Gillette providing for the regulation of the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, use, height and area of all buildings and structures.

19. International Building Code (IBC) shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures. The scope includes all buildings except detached one- and two-family dwellings and townhouses up to three stories.

20. Jurisdictional Wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

21. Land Disturbance Activity means any activity which changes the volume or peak flow discharge rate of rainfall runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity which bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.

22. Landowner means the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.

23. Municipal Separate Storm Sewer System (MS4) shall mean a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains, that is designed or used for collecting or conveying stormwater; not privately owned; not a combined sewer; and not part of a Publically Owned Treatment Works (POTW).

24. Non-point Source Pollution means pollution from any source other than from any discernible, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

25. Notice of Intent (NOI) serves as the application for permit coverage under WYDEQ Construction General Permit.

26. Notice of Termination (NOT) means the termination of permit coverage associated with construction activity under the Wyoming Stormwater General Permit.

27. Notice of Transfer and Acceptance (NOTA) means the form submitted by the current and future Permittee to the City of Gillette when the responsibility for controlling the stormwater discharges for a construction activity transfers from one operator to another. This form is also used to acknowledge the mutual agreement and acceptance between a homebuilder and a homebuyer that the final stabilization requirements have not been met and that they are being conveyed from one party to the other.

28. Off-Site Facility means a stormwater management measure located outside the subject property boundary described in the permit application for land development activity.

29. Outfall shall mean the point or location where stormwater runoff discharges from a conduit, stream or drain, storm sewer, channel, or detention/retention facility.

30. Permittee shall mean the "person responsible for the land-disturbing activity" or who has ownership interest in the property.

31. Person shall mean, except to the extent exempted from this Article, any individual partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, town, county or other political subdivision of the State, any interstate body or any other legal entity conducting land-disturbing activities subject to this article.

32. Qualified Personnel is a person who is familiar with the requirements of the SWPPP, permit conditions and the proper operation and maintenance of all implemented BMPs.

33. Receiving Waters means bodies of water that receive runoff or wastewater discharges, such as rivers, streams, lakes, estuaries, and ground water.

34. Recharge means the replenishment of underground water reserves.

35. Re-development means any construction, alteration or improvement of 2,500 square feet or more in areas where existing land use is high density commercial, industrial, institutional or multi-family residential.

36. Site shall mean the entire area of the land-disturbing activities as proposed in the permit application.

37. Soil Stabilization means either final or temporary stabilization of disturbed areas that are initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding fourteen (14) calendar days.

38. Stop Work Order means an order issued which requires that all construction activity on a site be stopped.

39. Stormwater Discharger and/or Permittee means any person responsible for a construction site, industrial facility or a person who owns or controls personal property or equipment that impacts the quality of stormwater discharges, either by increasing the quantity/volume and/or conveying pollutants via stormwater runoff which flows directly to the MS4.

40. Stormwater Maintenance Agreement is a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of permanent stormwater management practices.

41. Stormwater Management means the use of structural or non-structural practices that are designed to reduce stormwater runoff pollutant loads, discharge volumes, and/or peak flow discharge rates.

42. Stormwater Pollution Prevention Plan (SWPPP) shall mean the document required by the City of Gillette as part of any land disturbing activity of 2,500 square feet or more which addresses the temporary and permanent Stormwater Management activities or BMPs. The WY DEQ minimum requirements for a SWPPP shall be considered as meeting the SWPPP requirements of the City.

43. Stormwater Runoff means flow on the surface of the ground resulting from precipitation.

44. Watercourse means a permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water.

45. Wyoming Department of Environmental Quality (Wyoming DEQ) Agency responsible for enforcing the Clean Water Act in the State of Wyoming.

46. Wyoming Pollutant Discharge Elimination System (WYPDES) means the program established by the federal Clean Water Act to regulate the discharge of pollutants into surface waters of the State of Wyoming.

(Ord. 3891, 4-19-2016)

§ 7-23. General Prohibitions

1. No person, site or facility shall discharge, cause, permit, or contribute to the discharge of any of the following to the municipal storm sewer system or receiving waters except where approved by the City of Gillette and Wyoming DEQ:

    a. Any liquid, solid, or gas which by reason of its nature or quantity are flammable, reactive, explosive, corrosive, or radioactive or by interaction with other materials could result in fire, explosion or injury;

    b. Any solid or viscous materials that could cause obstruction to the flow or operation of the municipal storm sewer system;

    c. Any pollutant that injures or constitutes a hazard to human, animal, plant, or fish life, or creates a public nuisance;

    d. Any medicinal, infectious, toxic, or hazardous material or waste.

2. No person, site or facility shall discharge into or connect any pipe or channel to a local watercourse or modify a watercourse unless a written permit has first been obtained from the City of Gillette and all other applicable, state and federal jurisdictions.

3. No person, site or facility responsible for new development, significant re-development or construction sites shall fail to use Best Management Practices, as approved in the SWPPP, to control the discharge of pollutants, as defined in the State of Wyoming DEQ Water Quality Rules and Regulations, in stormwater runoff to the municipal separate storm sewer system or its receiving waters.

4. No political subdivision or any person subject to the authority of a political subdivision that discharges, contributes or allows the discharge or contribution of stormwater directly or indirectly to the municipal separate storm sewer system of the City of Gillette shall fail to use Best Management Practices, as approved by the SWPPP, to control the discharge of pollutants and volume of flow in such discharges.

5. No person, site or facility shall allow excessive fugitive dust emission which causes or has the potential of entering public rights-of-way or causes or has the potential to cause harm to public or private property.

6. No person shall construct, use, maintain or continue existence of illicit connections to the storm drain system.

    a. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

    b. A person is considered to be in violation of this article if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

7. Exemptions from Discharge Prohibitions

The following discharges are exempt from this article:

a. Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.

b. Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.

c. The prohibition shall not apply to any non-stormwater discharge permitted under a WYPDES and/or NPDES permit, waiver, or waste discharge order issued to the Discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the Discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

d. Discharge or connection regulated under an Industrial Stormwater WYPDES Permit provided that the Discharger is in compliance with all requirements of the Permit issued to the Discharger, administered by the Wyoming DEQ, and all other applicable laws and regulations.

e. Discharges from the following activities, unless identified by the City of Gillette or Wyoming DEQ as significant sources of pollutants to surface waters of the State:

i. Waterline flushing;

ii. Landscape irrigation, general irrigation, or lawn watering;

iii. Diverted stream flows;

iv. Rising ground waters;

v. Uncontaminated ground water infiltration other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow;

vi. Uncontaminated pumped ground water;

vii. Discharges from potable water sources;

viii. Foundation and footing drains;

ix. Air conditioning condensation;

x. Non-commercial vehicle washing;

xi. Flows from riparian habitats and wetlands;

xii. De-chlorinated swimming pool discharges;

xiii. Street wash water;

xiv. Discharges or flows from firefighting and emergency response activities.

8. Notification of Spills

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation has information of any known or suspected release of hazardous substances or pollutants as defined in the State of Wyoming DEQ Water Quality Rules and Regulations or any illegal discharges discharging into the storm drain system, or waters of the state, the said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous substances, said person shall immediately notify Wyoming DEQ and any other required Emergency Response Agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials or other illicit discharges, said person shall notify the Wyoming DEQ and any other responsible Emergency Response Agencies and follow up with the City of Gillette in person or by phone or email no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Gillette within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(Ord. 3891, 4-19-2016)

§ 7-24. Stormwater Permit Procedures and Requirements

1. Permit Required

The City of Gillette has developed a set of stormwater permitting standards that must be met on any construction activity disturbing 2,500 or more square feet of land and that is also required to operate under one of the following City permits; City Building Permit, City Permit-to-Construct, or City Grading Permit.

2. Permit Exemptions

The following activities may be exempt from the stormwater permitting criteria unless they are found to be adversely impacting stormwater runoff, or otherwise found to be noncompliant with the terms of this Article:

a. Any agricultural activity, as well as common residential gardening practices;

b. Additions or modifications to existing single family structures disturbing less than 2,500 square feet of land;

c. Land disturbing activities that disturb less than 2,500 square feet of land, provided they are not part of a larger common development plan, even though multiple separate and distinct land development activities may take place at different times on different schedules;

d. Repairs to any stormwater facilities deemed necessary by the City of Gillette;

e. Land disturbance activities permitted by the City prior to the effective date of this Article;

f. Land disturbance activities that are permitted under a City Street Cut or Right-of-Way Permit as outlined under Chapter 18 of the Gillette City Code. These projects shall be responsible for erosion and sediment control under the terms of that permit;

g. City capital construction projects that are managed under City contract and under WYPDES permitting;

h. WY DOT administered projects within the City that are managed under WY DOT contract and WYPDES permitting.

No landowner or applicant shall receive any of the Building, Grading, Permit-to-Construct, or other land development permits required for land disturbance activities without meeting the requirements of this Article prior to commencing with the proposed activity.

Site disturbances greater than one acre also require a Construction General Permit from the State of Wyoming DEQ. The City of Gillette's requirements for sites greater than one acre are in addition to the requirements of state and federal agencies.

3. Application Requirements

Unless specifically excluded by this article, any landowner or applicant requiring authorization for a land disturbance activity of 2,500 square feet or more shall submit to the City of Gillette a Stormwater Permit Application form provided by the City for that purpose.

A complete permit application form must also include the following:

a. SWPPP

b. Copy of Notice of Intent (NOI) submitted to the State as applicable to the requirements of the State of Wyoming (Wyoming DEQ)

c. Non-refundable Permit Review Fee

4. Application Procedure

Permit applications for land disturbance activity must be filed with the City of Gillette and can be made on any regular business day. In general, the City of Gillette shall inform the applicant whether the application and plan are approved or disapproved within fifteen (15) business days of the receipt of a complete permit application, including all documents as required by this article. If the permit application and SWPPP are disapproved, the applicant may revise the permit application. If additional information is submitted, the City of Gillette shall inform the applicant that the permit application is either approved or disapproved generally within 15 business days from the date the additional information is received. Any additional submittals or plan changes will require additional review fees. If the permit application, including the SWPPP, is approved by the City of Gillette, all appropriate land disturbance activity permits under jurisdiction of the City may then be issued.

5. Permit Duration

Permits issued under this section shall be valid from the date of issuance through the date of anticipated completion as indicated on the Permit Application, but in no case longer than 12 months for single family residential construction with no more than one 12 month extension allowable with the applicable extension fee having been submitted. For subdivisions and commercial or industrial land development, the permit duration shall be 24 months with no more than one 12 month extension with the applicable extension fee having been submitted.

6. Permit Transfer

When the responsibility for controlling the stormwater discharges for a land disturbance activity changes from one Permittee to another, the current and future Applicant/Permittee shall submit a completed Notice of Transfer and Acceptance (NOTA) form to the City of Gillette. The form must be signed by both parties and shall be submitted to the City of Gillette within 14 days of the change in Permittee. The NOTA form is available from the City.

The new Permittee must comply with all conditions in this permit and with all provisions of the existing SWPPP until such time that the existing SWPPP is amended or replaced by a new SWPPP.

The new Applicant/Permittee may develop and implement a new SWPPP for their parcel(s) that meets all the terms and conditions of this permit, or adopt and continue to implement the original SWPPP provided it is adequate for the new activities occurring on-site. With either option, the Permittee shall ensure, either directly or through

coordination with other Permittees that their SWPPP meets all terms and conditions of permit coverage and their activities do not interfere with another party's erosion and sediment control practices.

7. Exceptions to Permit Transfers

For the transfer of properties within a development (e.g., an original developer sells portions of the property to various homebuilders), the new Applicant must obtain their own permit coverage for their activity on that property. The Stormwater Permit shall be obtained prior to or in conjunction with the applicable Building Permit(s) and must be obtained at the time of property transfer. The overall development property will remain active under that Permittee until the conditions of this ordinance are met for Permit termination. Permit transfers would not apply under these circumstances.

For the transfer of properties between a homebuilder and a single family residence homeowner, the homebuilder must obtain signature of the homebuyer on the City provided Notice of Transfer and Acceptance Form. By signing the NOTA, the homebuilder and homeowner are mutually acknowledging that soil stabilization measures are in place, however, that the final stabilization requirement of the property is not yet met. The NOTA also gives notice that it is the homebuyer's responsibility under the language of this ordinance to establish final stabilization by either sod, seeding, landscaping, or other applicable combination of final stabilization measures as outlined in the City's Storm Drainage Design Manual. The homeowner shall have twelve (12) months from the time of signing the NOTA to meet the final stabilization requirement.

8. Permit Termination

When all land disturbing activities are complete and final stabilization and/or required landscaping has been established, the Permittee shall complete a Certificate of Termination (COT) form obtained from the City of Gillette. If covered under the WYPDES Large Construction General Permit, Permit holders are also required to submit a copy of the Wyoming DEQ Notice of Termination (NOT) to the City of Gillette.

The City of Gillette will then conduct a final inspection and issue a Certificate of Termination if conditions of the permit have been met and all stormwater management practices have passed inspection.

If compliance is not met, the City will notify the permit holder to remedy the remaining issues and to request a new final inspection once complete. A COT will only be issued after the City of Gillette has conducted a final inspection and all stormwater management practices have passed final inspection requirements.

Exception to final stabilization requirement for Permit Termination: At the point of property transfer and signing of the NOTA by a single family residence homebuyer and a homebuilder, the homebuilder is also acknowledging compliance with all other requirements of the Permit, including temporary soil stabilization, and can terminate their Permit through the function of the NOTA form and upon final inspection of the site by the City. Final stabilization under this circumstance becomes the homebuyer's responsibility.

(Ord. 3891, 4-19-2016)

§ 7-25. Stormwater Permit Fees

1. Stormwater Permit Fees

The fee for a stormwater permit for any land disturbing application shall be established by the City of Gillette and shall be based on the number of units for Single Family Dwellings, and on the area of disturbance for Subdivisions and Commercial and Industrial Development.

The fees shall be set forth as follows:

Stormwater Permit Fee Schedule			
Subdivisions			
	Area of Disturbance		**Permit Fee**
	<5 acres		$100
	5 acres or more		$0*
Commercial and Industrial Developments			
	<5 acres		$100
	5 acres or more		$0*
Permit Extension Fee for all above Permits			$250
**$200-$500 WYDEQ Large Construction General Permit fees apply*			
Single Family Dwelling Permits (as defined by IRC)			
Dwelling Units			$30/unit
Permit Extension Fee			$100

(Ord. 3891, 4-19-2016)

§ 7-26. Erosion and Sediment Control Inspection

1. Best Management Practices (BMPs) for Erosion and Sediment Control

Installation and maintenance of BMPs for Erosion and Sediment Control are required for all land disturbing activities requiring a Stormwater Permit from the City of Gillette, and any site that discharges sediment into the City's storm drainage system. Grading, erosion control practices, sediment control practices, and waterway crossings shall meet the design criteria set forth in the most recent version of the City of Gillette Storm Drainage Design Manual, and shall be adequate to prevent transportation of sediment from the site to the satisfaction of the City of Gillette. Specific BMP selection and compliance with the manufacture's installation and maintenance criteria are the responsibility of the Permittee.

Site clearing, except those activities necessary to establish sediment control devices, shall not begin until all perimeter and initial phasing sediment control devices have been installed.

Erosion control requirements shall include the following:

a. Final or temporary stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently or temporarily ceased on any portion of the site and will not resume for a period exceeding fourteen (14) calendar days. Operators are not required to initiate stabilization measures in areas of a project that are essential for site access or work activities until those areas are no longer needed for ongoing access or work.

b. Temporary stabilization may be used whenever construction activities are expected to resume in the area to be stabilized or when weather or other conditions are not appropriate for initiation of permanent stabilization. Temporary stabilization includes practices such as cover crop planting, installation of rolled erosion products, mulching (provided the mulch is protected from wind such as crimping straw mulch into the soil), or surface roughening (such as plowing to achieve a rough, cloddy surface). Practices that provide equivalent erosion protection may be used.

c. Areas to be protected include graded slopes, ditches, berms and soil stockpiles and all other disturbed areas with potential to contribute sediment to runoff that will leave the construction site.

d. The entire site must be stabilized, using a heavy mulch layer or another method that does not require germination to control erosion, at the completion of the

construction project and/or close of the construction season (e.g., winter shutdown).

e. Techniques shall be employed to prevent the blowing of dust or sediment from the site. All entities subject to regulation under this ordinance are required to make every reasonable effort to minimize dust from construction and land disturbing activities.

f. Techniques that divert upland runoff past disturbed slopes shall be employed.

g. Where the initiation of stabilization is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable.

2. Notice of Construction Commencement

The Permittee must notify the City of Gillette before the commencement of construction. Initial inspections specific to the implementation of the SWPPP BMPs shall be conducted by City staff. All inspections shall be documented and written reports prepared that contain the following information:

a. The date and location of the inspection;

b. Whether construction is in compliance with the approved SWPPP;

c. Variations from the approved SWPPP; and/or

d. Any deficiencies or violations that exist

If any violations or deficiencies are found, the Permittee shall be notified in writing at the time of inspection of the nature of the deficiency or violation and the required corrective actions. No additional work shall proceed until any violations or deficiencies are corrected, or the City of Gillette gives approval for work to proceed.

3. Inspection Requirements

Permittee Inspections:

The Permittee or their qualified personnel shall make regular inspections of all control measures in accordance with the inspection schedule outlined in the approved SWPPP as hereinafter required. All inspections shall be documented in written form.

a. Active construction sites:

Inspections must be conducted in accordance with one of the two schedules listed below. You must specify in your SWPPP which inspection schedule you will use.

1) At least once every 14 calendar days and within 24 hours of any precipitation and/or snow melt event which exceeds 0.5 inches. The Permittee shall have the option of maintaining a rain gauge at their site or using the nearest National Weather Service precipitation gauge station. OR

2) At least once every seven days.

b. Inactive construction sites.

The frequency of inspections may be reduced to once every 30 days after the Permittee has completed earthwork and construction activities at the construction site and has installed BMPs as specified in the SWPPP. All areas to be inspected monthly must have initiated temporary or permanent stabilization measures as required.

If the qualified personnel responsible for implementing the SWPPP changes, the changes must be noted in the SWPPP within 14 days of transfer of operational control and must list the new qualified personnel.

The SWPPP, inspection reports, and plans for grading, stripping, excavating, and fill work bearing the stamp of approval of the City of Gillette shall all be maintained and available at the construction site unless infeasible. In cases where there is not a trailer or structure to store these documents, they must otherwise be made readily available to the City upon request.

SWPPP retention, plan revisions or amendments, and plan availability shall be managed and as outlined by the WY DEQ SWPPP requirements.

City Inspections:

The City of Gillette may inspect any construction site, industrial facility or other premises required to comply with the provisions of this article to determine compliance with the rules, regulations and standards of the City of Gillette and/or Wyoming DEQ. Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants, or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water quality standards or the WYPDES general construction stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws.

The Permittee shall allow the City or its representatives to enter upon the premises during all regular construction hours for the inspection, sampling and the examination and copying of records. This includes the right to enter a property when it has a reasonable basis to believe that a violation of this article is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this article. All violation notices will be presented to the Permittee in accordance with the Enforcement and Penalties Chapter of this Article.

For single family residential permits, City inspection of BMPs will occur in conjunction with other relevant site inspections, with exception to the initial inspection of BMP installation, which must be coordinated prior to commencing with construction activity.

For residential and commercial subdivisions and commercial or industrial land developments, the Permittee shall notify the City of Gillette of each of the following events in conjunction with the milestones of the project as listed:

a. Installation of sediment and erosion measures (BMPs) (Preconstruction Meeting)

b. Start of construction (Preconstruction Meeting)

c. Completion of site clearing (Weekly Progress Reports)

d. Completion of rough grading (Weekly Progress Reports)

e. Completion of final grading (Weekly Progress Reports)

f. Completion of the construction season (Final Inspections/Project Acceptance)

g. Completion of final landscaping and/or final stabilization (Permit Termination)

4. BMP Maintenance

On any property on which grading or other work has been done pursuant to a permit granted under the provisions of this Article the Permittee shall, at a minimum, conduct inspections and maintain and/or repair all graded surfaces and erosion control facilities, drainage structures or means and other protective devices, plantings, and ground cover installed while construction is active in accordance with the approved SWPPP, as applicable.

All control devices similar to silt fence or fiber rolls must be repaired, replaced, or

supplemented when they become nonfunctional, the sediment reaches 1/3 of the

height of the device or as recommended in the manufacture's specification (if manufacturer's specifications are different, then a copy of the specifications should be kept with the SWPPP).

Repairs and maintenance should be made within the following time frames;

a. Active construction sites: These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access.

b. Inactive construction sites: These repairs must be made within 14 days of discovery, or as soon as field conditions allow access.

5. Final Stabilization Requirements and Landscaping

Any area of land from which the natural vegetative cover has been either partially or wholly cleared or removed by development activities shall be stabilized or re-vegetated within fourteen (14) calendar days from the substantial completion of such clearing activities. Criteria for stabilization are outlined in the Storm Drainage Design Manual.

After construction is complete and final stabilization is installed, the owner or their agent shall continue to regularly inspect the vegetation until adequate turf or other suitable type of stabilization is established as described under the Final Stabilization definition.

At the completion of construction for commercial development, when the required landscaping is utilized as a method of final stabilization, a Notice of Termination will not be granted for the site until landscaping is approved.

(Ord. 3891, 4-19-2016)

§ 7-27. Requirements for Stormwater Pollution PREVENTION PLAN (SWPPP)

1. A SWPPP is required as part of all stormwater permits which disturb 2,500 square feet or more including subdivisions, commercial, industrial, and residential construction.

No application for development that requires a Stormwater Permit will be approved unless it includes a stormwater pollution prevention plan detailing how the SWPPP will be administered and in concept how runoff and associated water quality impacts resulting from the development will be controlled or managed. The SWPPP must indicate whether stormwater will be managed on-site or off-site, and the general location and type of practices.

This plan must be prepared and signed by a Design Professional who will verify that the design of all stormwater management practices meet the submittal requirements outlined in the SWPPP Checklist found in the Storm Drainage Design Manual. For individual residential lots, a Design Professional is recommended but not required. No Permit to Construct, Building, Grading, or Stormwater Permit shall be issued until a satisfactory final SWPPP, or a waiver thereof, shall have undergone a review and been approved by the City of Gillette after determining that the plan or waiver is consistent with the requirements of this article. The SWPPP may be referred for comment to all other interested agencies.

2. Stormwater Pollution Prevention Plan Requirements

A SWPPP shall be required with all permit applications and will include sufficient information as specified in the Storm Drainage Design Manual (e.g., maps, hydrologic calculations, etc.). The intent of this document is to inventory pollutants which have potential to leave the construction site in storm water runoff, identify Best Management Practices (BMPs) which, when implemented, will eliminate or minimize pollutants in runoff and meet the terms and conditions of the permit. Guidance materials for BMP selection and implementation can be found in the Storm Drainage Design Manual to determine the type of stormwater management measures necessary for the proposed project, and ensure adequate planning for management of stormwater runoff from future development. At a minimum the SWPPP shall meet the requirements of the WYPDES Large and Small Construction General Permit requirements, including:

a. Identification of a SWPPP administrator

b. Site description - narrative

c. Site Map(s)

d. Type and location of Best Management Practices (BMPs) and perimeter control

e. Operations/Maintenance/Inspection Schedule(s)

f. Training

g. Amendment(s)

h. Plan Availability/Retention

i. Final Stabilization

For development or re-development occurring on a previously developed site, an applicant shall be required to include within the SWPPP, BMPs for controlling existing stormwater runoff discharges from the site in accordance with the standards of this article to the maximum extent practicable.

(Ord. 3891, 4-19-2016)

§ 7-28. Maintenance and Repair of Stormwater Detention Facilities

1. Maintenance Covenants

In an effort to minimize danger to public safety and public health, maintenance of all private, post construction detention facilities shall be ensured through the creation of a formal maintenance covenant that must be approved by the City of Gillette and recorded into the land record prior to final plan approval. This agreement will include any and all maintenance easements required to access and inspect the stormwater management practices, and to perform routine maintenance as necessary to ensure proper functioning of the stormwater detention facilities. As part of the covenant, a schedule shall be developed outlining the frequency with which maintenance will occur to ensure proper function of the facility and the parties responsible for maintenance. The covenant shall also include plans for periodic inspections to ensure proper performance of the facility between scheduled cleanouts and a facility site map.

In the cases of residential subdivisions, or in other instances as decided by the City Engineer, the City of Gillette, in lieu of a maintenance covenant, may accept dedication of any existing or future detention facility for maintenance, provided such facility meets all the requirements of this chapter and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

2. Requirements for Maintenance Covenants

All detention facilities must undergo, at the minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this Article and accomplishment of its purposes. These needs may include those outlined in the Storm Drainage Design Manual. Any maintenance needs found must be addressed in a timely manner, as determined by the City of Gillette, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater management facility.

3. Records of Installation and Maintenance Activities

Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation and of all maintenance and repairs, and shall retain the records for at least 3 years. These records shall be made available to the City of Gillette during inspection of the facility and at other reasonable times upon request.

4. Failure to Maintain Practices

If a responsible party fails or refuses to meet the requirements of the maintenance covenant, the City of Gillette, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the stormwater management facility becomes

a danger to public safety or public health, the City of Gillette shall notify the party responsible for maintenance of the stormwater management facility in writing. Upon receipt of that notice, the responsible person shall have ten (10) calendar days to complete/remedy maintenance and repair of the facility in an approved manner. After proper notice, the City of Gillette shall assess the owner(s) of the facility for the cost of repair work plus any penalties which in part shall include an administrative fee of 15%.

5. As-Built Plans and Facility Site Map

All Permittees are required to submit actual "as built" plans and facility site map for any post-construction stormwater detention facilities located on-site after final construction is completed. The plan must show the final design specifications for all permanent BMPs and must be certified by a Wyoming licensed professional engineer. A final inspection by the City of Gillette is required before the Permit to Construct is closed out or a Commercial Project Certificate of Occupancy is issued.

(Ord. 3891, 4-19-2016)

§ 7-29. Waivers to Stormwater Detention Requirements

1. Waivers for Providing Post-Construction Stormwater Detention

Every applicant shall provide for stormwater quantity management, unless they file a written request to waive this requirement, and only as approved by the City Engineer. Post-construction water quality is encouraged but not required except when the site directly discharges to a wetland, or as otherwise required by the City Engineer.

The minimum requirements for stormwater detention may be waived in whole or in part upon written request of the applicant, provided that at least one of the following conditions applies:

a. It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this Article.

b. Provisions are made to manage stormwater by an off-site facility. The off-site facility is required to be designed, adequately sized and installed to be able to provide a level of stormwater control/enhancement that is equal to or greater than that which would be afforded by on-site practices and has a legally obligated entity deemed acceptable by the City of Gillette responsible for long-term operation and maintenance of the stormwater facility.

c. The City of Gillette finds that meeting the minimum on-site detention requirements is not feasible due to the natural or existing physical characteristics or restraints of a site.

d. Non-structural practices are provided that reduce the generation of stormwater from the site. These non-structural practices are explained in detail in the current Storm Drainage Design Manual.

2. In instances where one of the conditions above applies, the City of Gillette may grant a waiver from strict compliance with stormwater detention provisions that are not achievable, provided that acceptable mitigation measures are provided. However, to be eligible for a waiver, the applicant must demonstrate to the satisfaction of the City of Gillette that the immediately downstream waterways will not be subject to:

a. Deterioration of existing culverts, bridges, dams, and other structures;

b. Deterioration of biological functions or habitat;

c. Accelerated stream bank or streambed erosion or siltation;

d. Increased threat of flood damage, or risk to public health, life or property.

Furthermore, where compliance with minimum requirements for stormwater detention is waived, the Applicant will satisfy the minimum requirements by meeting one of the mitigation measures selected by the City of Gillette. Mitigation measures may include, but are not limited to:

a. The purchase and/or donation of privately owned lands or the grant of an easement to be dedicated for preservation of green space shall be undertaken by the City of Gillette. These lands should be located adjacent to the stream corridor in order to provide permanent buffer areas to protect water quality and aquatic habitat.

b. The creation of a stormwater detention facility or other drainage improvements on previously developed properties, public or private, that currently lack BMPs designed and constructed in accordance with the purposes and standards of this article.

3. When a site development plan is submitted that qualifies as a re-development project as defined in Chapter 7-22 of this Article, decisions on permitting and on-site stormwater detention requirements shall be governed by stormwater sizing criteria found in the current Storm Drainage Design Manual. This criterion is dependent on the amount of impervious area created by the development and its impact on water quality. Final authorization of all re-development projects will be determined after a review by the City of Gillette Engineering Division.

(Ord. 3891, 4-19-2016)

§ 7-30. Basic Stormwater Detention Design Criteria

Unless judged by the City of Gillette to be exempt or granted a waiver, all site designs shall establish stormwater detention practices to control the peak flow rates of stormwater discharge associated with specified design storms and reduce the generation of stormwater. While not required to achieve quality standards at this time, these practices should seek to utilize pervious areas for stormwater treatment and to infiltrate stormwater runoff from driveways, sidewalks, rooftops, parking lots, and landscaped areas to the maximum extent practical to provide treatment for both water quality and quantity.

The City of Gillette Storm Drainage Design Manual specifies performance criteria for each stormwater management practice.

1. Minimum Control Requirements

   All stormwater management practices will be designed so that the specific storm frequency storage volumes as identified in the current Storm Drainage Design Manual are met, unless the City of Gillette grants the applicant a waiver or the applicant is exempt from such requirements.

   In addition, if hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the City of Gillette reserves the right to impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.

2. Site Design Feasibility

   Stormwater management practices for a site shall be chosen based on the physical conditions of the site. Applicants shall consult the Storm Drainage Design Manual for guidance on the factors that determine site design feasibility when selecting a stormwater management practice.

3. Conveyance Issues

   All stormwater management practices shall be designed to convey stormwater to allow for the reduction in flow velocities and minimization of pollutant discharges. This shall include, but not be limited to:

   a. Maximizing of flow paths from inflow points to outflow points

   b. Protection of inlet and outfall structures

   c. Elimination of erosive flow velocities

   d. Providing of underdrain systems, where applicable

The City of Gillette Storm Drainage Design Manual provides detailed guidance on the requirements for conveyance for each of the approved stormwater management practices.

4. Stream Channel Protection

Non-structural controls reduce the volume of stormwater runoff generated on-site and eliminate opportunities for pollutants to enter the stormwater system. Wherever possible developments should seek to preserve existing natural features such as riparian setbacks and enhance buffer areas.

5. Non-Structural Stormwater Practices

The use of non-structural stormwater treatment practices is encouraged in order to minimize the reliance on structural practices. Reductions in the amount of stormwater runoff can be obtained through the use of non-structural practices that reduce the generation of stormwater from the site. These non-structural practices are explained in detail in the Storm Drainage Design Manual and Applicants wishing to use non-structural practices must ensure that these practices are documented and remain unaltered by subsequent property owners.

(Ord. 3891, 4-19-2016)

§ 7-31. Enforcement and Penalties

1. It will be the responsibility of the Stormwater Discharger and/or Permittee to ensure compliance with all sections of this Article.

A Stormwater Discharger and/or Permittee who violates any provision of this Article, even if it does not violate any WYPDES permit conditions or limitations, is subject to enforcement and penalties described herein.

2. Enforcement Mechanisms

a. It is the intent of this Article that a process of compliance be pursued, when possible, prior to enforcement measures.

b. Violations may be enforced through any or all of the following measures:

i. Notice of Deficiency

ii. Notice of Violation and Civil Penalty

iii. Stop Work Order

iv. Permit(s) Suspension and/or Revocation

v. Proceedings in Law

c. If, in the City of Gillette's assessment, the activities or lack of activity of the Stormwater Discharger and/or Permittee warrant or necessitate a more intensive enforcement mechanism, the City of Gillette may pursue those enforcement measures. The City of Gillette shall make the assessment of warrant and/or necessity based on a number of factors including, but not limited to, history of non-compliance, blatant disregard for the requirements or immediate adverse impact to adjacent properties, the MS4 and/or Waters of the State.

3. Notice of Deficiency

In instances when the City of Gillette, based on observations or investigations, has reasonable cause to believe that a deficiency of this Article has occurred, the City of Gillette is authorized to notify the Stormwater Discharger and/or Permittee in writing of the following items:

a. Date and location of the site observation(s) or investigation(s)

b. An itemized list of any deficiencies or failures

c. A deadline in which the corrective actions are to be completed

d. The written Notice of Deficiency shall be hand delivered, emailed, or mailed to the Stormwater Discharger and/or Permittee

4. Notice of Violation and Civil Penalty

When the City of Gillette determines that an activity is not being carried out in accordance with the requirements of this Article, and compliance has not been achieved through a Notice of Deficiency, the City shall issue a written Notice of Violation to the Stormwater Discharger and/or Permittee.

The Notice of Violation shall specify the following:

a. Date and location of the site observation(s) or investigation(s)

b. An itemized list of any deficiencies, violations or failures

c. A deadline in which the corrective actions are to be completed

d. The written Notice of Violation shall be delivered to the Stormwater Discharger and/or Permittee via certified mail

The Stormwater Discharger and/or Permittee shall notify the City of Gillette in writing of the anticipated date of completion of the corrective action(s). When compliance measures specified in the Notice of Violation are satisfactorily completed based upon

inspection by the City of Gillette on or after the anticipated completion date, the City of Gillette shall provide a written Notice of Acceptance and confirmation of compliance.

Failure to comply with the written notice described above or with any section of this article shall be deemed a misdemeanor offense. For any violation of this article there shall be a maximum fine of seven hundred fifty dollars ($750) per day per violation, and any other penalty as prescribed under section 16-1 of the Gillette City Code. Each day of violation constitutes a new offense.

5. Stop Work Order

In the event compliance cannot be achieved within the terms of a Notice of Deficiency or Notice of Violation, the City of Gillette may proceed with a Stop Work Order. In the event the City of Gillette perceives that there is an immediate adverse impact or blatant disregard for the requirements, it may issue a Stop Work Order without first administering a Notice of Deficiency, Notice of Violation, Permit Suspension or Permit Revocation. The Stop Work Order shall be delivered to the Stormwater Discharger and/or Permittee and/or posted on the job site.

Persons receiving a Stop Work Order will be required to halt all construction activities. This Stop Work Order will be in effect until the City of Gillette confirms that the land disturbing activity is in compliance and the violation has been satisfactorily addressed. Failure to comply with a Stop Work Order can result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this Article.

6. Permit/License Suspension and/or Revocation

In the event compliance cannot be achieved within the terms of a Notice of Deficiency and/or Notice of Violation, the City of Gillette may proceed with permit(s) suspension or revocation. The City of Gillette may also follow all procedures outlined by the Board of Examiners for the suspension of Contractor license for failing to build in compliance with this Article. The City of Gillette may also refuse issuance or suspend any additional permits when all other methods of enforcement have proven unsuccessful.

When suspension or revocation has occurred:

a. Land-disturbing activities are not allowed on a project site when a permit has been suspended or revoked other than those required to address deficiencies/violations.

b. The written Permit Suspension or Revocation shall be hand delivered and/or sent by certified mail to the Permittee.

c. A Permit Suspension may require that the Permittee submit a revised portion of the Stormwater Pollution Prevention Plan as indicated by the City of Gillette for

review and acceptance by the City of Gillette of the specific issue of contention. When a Permit Suspension is removed, the City of Gillette shall provide written notice to the Permittee.

d. A permit Revocation requires that the Permittee resubmit a Stormwater Pollution Prevention Plan for a full review and acceptance by the City of Gillette.

e. When a permit is revoked, the Permittee must re-apply for permit coverage through the normal permitting process and shall be required to pay established permit fees.

7. Legal Proceedings

If the enforcement mechanisms described in this Article prove to be unsuccessful in reaching compliance, or there is a blatant disregard for the requirements, or there is an immediate adverse impact to adjacent private or public property, the City of Gillette may proceed with all procedures afforded it under the laws of the City of Gillette and the State of Wyoming including injunctive relief.

(Ord. 3891, 4-19-2016)

§ 7-32. Right to Appeal

Any Stormwater Discharger and/or Permittee (hereinafter the Discharger) aggrieved by the actions outlined in this article by the Chief Building Official or City Engineer of the City of Gillette in their administration of these regulations may file an interim appeal. For grievances of the enforcement actions rendered by the City Engineer or Chief Building Official, the Discharger will file their appeal with the Development Services Director. The appeal shall be in writing, shall be submitted within seven (7) days of the action or decision appealed from, and shall state the specific relief which the Discharger seeks. Within seven (7) days of receipt of the request, the Development Services Director will issue formal findings determining the proper disposition of the matter.

In the event the Discharger is dissatisfied with the formal findings issued according to the preceding paragraph, they may request a hearing before the City of Gillette Board of Examiners by filing a Notice of Appeal with the Building Official within ten (10) days of mailing date of the written findings. The Notice of Appeal shall be in writing, and shall state the specific relief which the Discharger seeks. Within thirty (30) days of the receipt of the Notice of Appeal, the City of Gillette Board of Examiners shall hold a hearing to determine the proper disposition of the matter. At the hearing, the Board of Examiners shall consider not only the testimony of the Discharger, but also the testimony of the Chief Building Official, City Engineer, or Development Services Director as the case may be, (hereinafter the City Official) who issued the order or took that action that is the subject of the appeal, and shall review the materials originally filed in support of the interim appeal and the formal findings. The City of Gillette Board of Examiners shall either reaffirm or modify the decision in the record of its hearing. Upon completion of the hearing, the Board of

Examiners shall notify the Discharger and the City Official of its decision by sending written findings of fact and conclusions of law (the Final Order) by certified mail. The Discharger may then proceed based upon this decision of the City of Gillette Board of Examiners.

The Discharger or the City Official may appeal by filing a Notice of Appeal within thirty (30) days of postmarked mailing date of the Board's Final Order and have the record of their case reviewed by the Gillette City Council. The hearing before the City Council shall be on the record as a whole as it was developed before the Board of Examiners. The Discharger and the City Official shall be given the opportunity to make oral argument before the City Council. The City Council may affirm or reverse the decision appealed from and may direct that the Board of Examiners conduct further hearings.

The failure of the Discharger to appeal as provided in this section shall make the action of the City Official final and not subject to review in any other tribunal. The failure of the Discharger to attend the hearing before the Board of Examiners, as provided in this section, shall make the decision of the City Official final and not subject to review in any other tribunal.

(Ord. 3891, 4-19-2016)

First Reading: July 1, 2025.
Second Reading: July 15, 2025.
PASSED AND APPROVED on Third and Final Reading this 5th day of August 2025.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

Published: Gillette News Record
Date: _____
Signed: _____

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

ORDINANCE 2ND READING
Council Consideration of an Ordinance Approving and Authorizing an Amendment to Ordinance 3961 and Associated Amended PUD Final Plat, The Villas at Legacy Ridge to be known as Resubdivision of Lots 6E & 7E, Block 2 of the Villas at Legacy Ridge, Phase 1 P.U.D.; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

SUGGESTED ACTION:

I move for Approval of Ordinance Approving and Authorizing an Amendment to Ordinance 3961 and Associated Amended PUD Final Plat, The Villas at Legacy Ridge to be known as Resubdivision of Lots 6E & 7E, Block 2 of the Villas at Legacy Ridge, Phase 1 P.U.D.; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

Cassidy and Kylee Graham, Owner

AGENT:

Sheila Slocum, PCA Engineering

CASE BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0

The Villas at Legacy Ridge are located east of the Campbell County Recreation Center along Shoshone Avenue. The owner is seeking to combine two existing lots on Villa Way, Lot 6E and Lot 7E, Block 2, into one lot: proposed Lot 6F.

Planned Unit Development plats with the accompanying Draft Ordinance regulate the zoning components of the development that differ from the adopted Zoning Ordinance. The proposed change to existing Ordinance 3961 is an increase of the Maximum Lot Size. All other aspects of the ordinance governing the existing developed lots will remain unchanged and continue to follow the two

previous ordinances - Ordinance No. 3661 and Ordinance No. 3961.

The Maximum Lot Size in Ordinance No. 3961 is 15,000 square feet; the proposed amendment would increase the Maximum Lot Size to 20,000 square feet. The reason for this amendment is that when the owners combine existing Lots 6E and 7E into Lot 6F, the total square footage is 16,371, which exceeds the allowed Maximum Lot Size of 15,000 square feet by 1,371 square feet.

Proposed Lot 6F has access to city utilities – water, sewer, and electric. All existing easements that run along the front and rear property lines will remain.

Per the Zoning Ordinance, all new Planned Unit Developments, any amendments to existing Planned Unit Developments, or the removal of Planned Unit Developments, must go before both Planning Commission and City Council – with City Council being the final authority in granting, amending, or denying the proposed ordinances.

This case was approved by the Planning Commission during their July 8, 2025, meeting with a vote of 4/0.

CASE REQUIREMENTS:

All comments from the staff review process shall be addressed.

STAFF REFERENCE:

Ry Muzzarelli, PE, Director of Development Services

CASE MANAGER:

Meredith Duvall, City Planning Manager

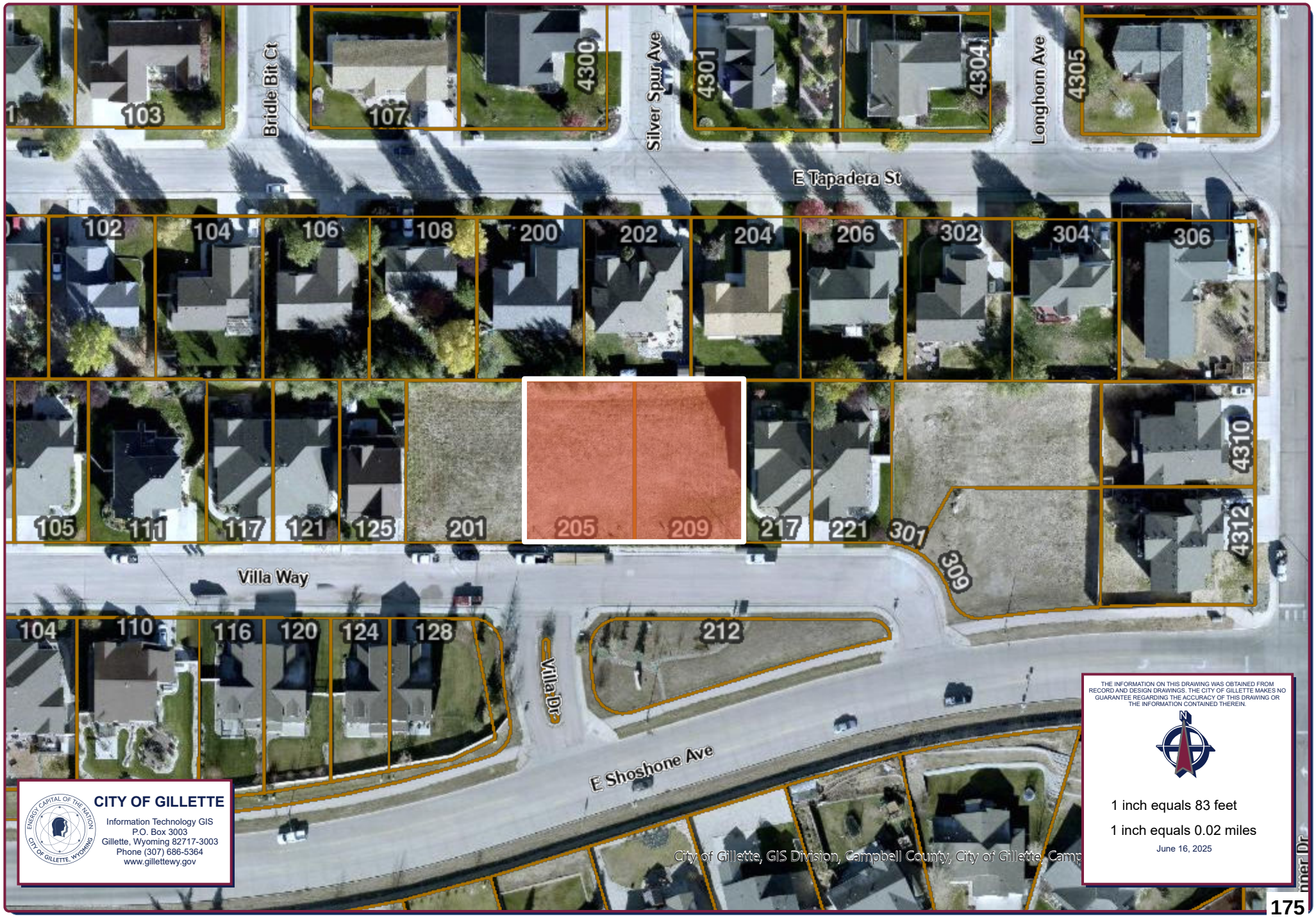
ATTACHMENTS:
Planning Requiremets
Vicinity Map
Resub Villa Way - P.U.D. Plat
Ordinance
July 8, 2025 Planning Commission Minutes

PL2025-0023 | Planned Unit Development - Amendment | 205 Villa Way

Planning Requirements

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

Vicinity Map - 205 Villa Way



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.

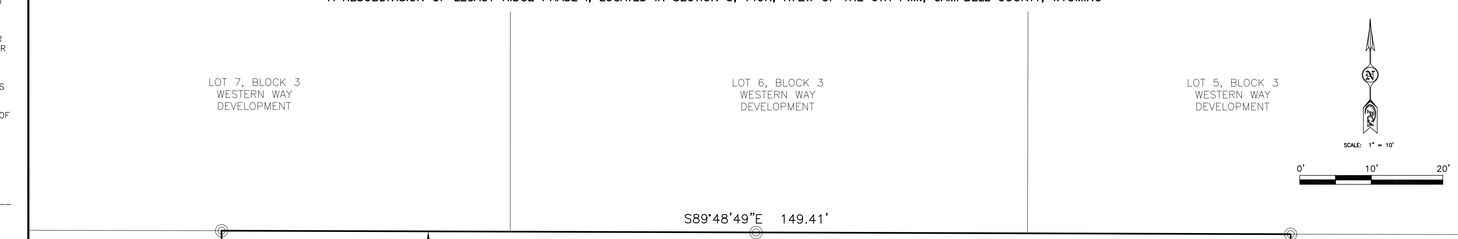
1 inch equals 83 feet

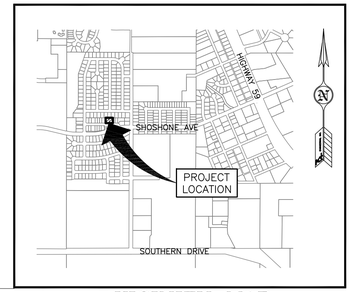
1 inch equals 0.02 miles

June 16, 2025

RESUBDIVISION OF LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE I P.U.D.

A RESUBDIVISION OF LEGACY RIDGE PHASE I, LOCATED IN SECTION 3, T49N, R72W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING





VICINITY MAP

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED CASSIDY GRAHAM AND KYLEE GRAHAM, BEING THE OWNERS, PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY THAT THE FOREGOING PLAT DESIGNATED AS THE RESUBDIVISION OF LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE I P.U.D., A RESUBDIVISION OF LEGACY RIDGE PHASE I, LOCATED IN SECTION 3, T49N, R72W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE AND CONTAINS AN AREA OF 0.375 ACRES, MORE OR LESS, AND THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR; AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS.

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

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

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

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

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

_____
CASSIDY GRAHAM, OWNER

STATE OF WYOMING)
)SS.
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

___ DAY OF _____, A.D., 20__, BY CASSIDY GRAHAM, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

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

_____
KYLEE GRAHAM, OWNER

STATE OF WYOMING)
)SS.
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

___ DAY OF _____, A.D., 20__, BY KYLEE GRAHAM, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

CERTIFICATE OF REVIEW OF THE CITY ENGINEER

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

_____
CITY ENGINEER

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

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

_____
MAYOR

_____
CITY CLERK

CERTIFICATE OF APPROVAL BY THE CITY OF GILLETTE PLANNING COMMISSION

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

_____
CHAIRMAN

_____
SECRETARY

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF LOTS 6E AND 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE I P.U.D., AS RECORDED IN BOOK 11 OF PLATS, PAGE 71 OF THE RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK ___M., THIS _____DAY OF _____ 20___, AND IS DULY RECORDED IN BOOK NUMBER _____ OF PLATS, PAGE NUMBER _____.

_____
COUNTY CLERK

SUBDIVISION SUMMARY

TOTAL AREA: 0.375 ACRES

TOTAL LOTS: 1 LOT

FLOOD PLAIN DESIGNATION: THIS SUBDIVISION IS LOCATED IN AN "OTHER AREAS" FOUND ON FIRM MAP #56005C1444D. (ZONE X)

BENCHMARK
BASED ON CITY OF GILLETTE VERTICAL CONTROL MONUMENT #102 ELEVATION= 4609.67
BASIS OF BEARING
THE CITY OF GILLETTE HORIZONTAL CONTROL NETWORK.

LEGEND

◎ FOUND REBAR AND CAP RLS 2333

——— BOUNDARY

– – – – – EASEMENT

SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE RESUBDIVISION OF LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE I P.U.D., A RESUBDIVISION OF LEGACY RIDGE PHASE I, LOCATED IN SECTION 3, T49N, R72W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

Prepared for:

CASSIDY AND KYLEE GRAHAM

3309 PAINTBRUSH DRIVE
GILLETTE, WYOMING 82718

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING
4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyoming 82718
307-687-0600

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Drawn by: SS	Design by: SS	Reviewed by: SS

Revision Date	Revision Description

PCA Project Number: 254058.013

Plot Date: Jun 03, 2025 - 12:56pm

P:\Projects\254058000 - Misc. Survey - 2025\254058 MainP.dwg
Layout: Plat 1

X-Ref: ...

RESUBDIVISION OF LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE I P.U.D.

A RESUBDIVISION OF LEGACY RIDGE PHASE I, LOCATED IN SECTION 3, T49N, R72W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

FINAL PLAT

SHEET 1 OF 1

ORDINANCE NO._____

AN ORDINANCE APPROVING AND AUTHORIZING AN AMENDMENT TO ORDINANCE 3961 AND ASSOCIATED AMENDED PUD FINAL PLAT, THE VILLAS AT LEGACY RIDGE TO BE KNOWN AS RESUBDIVISION OF LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE 1 P.U.D.; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

SECTION 1. The zoning of the property legally described below will be changed by amending parts of a Planned Unit Development (PUD) overlaying the existing R-4 Multiple Family Residential District for the Property, according to Section 3 and 10 of the Zoning Ordinance of the City of Gillette.

A PARCEL OF PROPERTY LOCATED WITHIN THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING DESCRIBED AS FOLLOWS:

RESUBDIVISION OF LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE 1 P.U.D

SAID PARCELS CONTAIN 0.375 ACRES, MORE OR LESS (the "Property"). Incorporated herein by reference is City of Gillette Ordinance No. 3872, *An Ordinance to approve the Final Plat for The Villas at Tenth Hole Estates, Planned Unit Residential Development in the City of Gillette, Wyoming by changing the zoning classification from R-4 to P.U.D., Planned Unit Development District*, hereinafter referred to herein as "Ordinance No. 3872".

No changes shall be made to any other property currently authorized under Ordinance No. 3872 and not specifically referenced herein as the "Property".

SECTION 2. This Planned Unit Development – Amendment zoning overlay was approved by the Gillette City Planning Commission on July 8, 2025.

SECTION 3. In accordance with Section 10.4.c. of the Zoning Ordinance of the City of Gillette, the following Design and Review Criteria shall govern the RESUBDIVISION OF LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE 1 P.U.D. (the "Neighborhood") and the Property.

1. Permitted Uses:

Those Permitted Uses provided for in Ordinance No. 3961:
a. Single family dwelling
b. Day Care (family childcare home) with appropriate State license and operated from the provider's home with a special permit
c. Accessory uses as permitted and defined in the City of Gillette Zoning Ordinance for the R-4 Multiple Family Residential District.

Multiple family dwelling(s) shall be excluded from the Neighborhood.

2. Additional Uses:

Those Additional Uses provided for in Ordinance No. 3961:
1. Storm water conveyance and detention facilities
2. Utility infrastructure

3. Minimum Lot Size:

That Minimum Lot Size provided for in Ordinance No. 3661:
2,924 sq. ft.

4. Maximum Lot Size:

20,000 sq. ft.

5. Maximum Height of Structure:

That Maximum Height of Structure provided for in Ordinance No. 3872:
Thirty-five feet (35')

6. Building/Lot Site Coverage:

Those Building/Lot Size Coverage provided for in Ordinance No. 3961:
a. Maximum size of building footprint:

Existing Structures:	As already approved
Single-Family Detached Home:	4,000 square feet
Single-Family Detached Structure or Townhome:	4,000 square feet
Each Unit:	2,000 square feet

b. Maximum percent of site coverage occupied by building: 60%

7. Minimum Setbacks on the Front, Side and Rear Yards:

Those Minimum Setbacks on the Front, Side and Rear Yards provided for within Ordinance No. 3661:

a. Front Yard: Twenty feet (20'); except that on a corner lot, any front yard not directly adjacent to the primary entrance of a main building may be reduced to fifteen feet (15').
b. Side Yard: Five feet (5')

c. Rear Yard:
    1. Structures containing Permitted Uses. Twenty feet (20') or twenty percent (20%) of the lot depth of the zone lot, whichever is smaller.
    2. Structures containing Accessory Uses only: Five feet (5') provided however, that a garage entered from an alley shall be located no closer than ten feet (10') from the alley.
d. Permitted Yard Encroachments:
    1. Belt courses, sills, lintels, exterior columns, chimneys, and building accessories may project twenty-four inches (24") into all yards.
    2. Open or unwalled porches, terraces, balconies, and exterior stairways may project three and one-half (3 ½') into front and rear yards.
    3. Cornices, overhangs, eves, and gutters may project two feet (2') into all yards.

8. Project Specific Unique Development or Design Standards:

Those Project Specific Unique Development or Design Standards provided for within Ordinance No. 3961:
The Neighborhood provides for the following features:

- Ranch style paired homes
- Attractively designed condominiums and townhomes
- Single-family detached homes
- A variety of housing alternatives to encourage a mix of young families, traditional families, and seniors and those looking to age in place
- Common area maintenance
- Covenant controlled community
- Attractively landscaped common areas which buffer the neighborhood from Shoshone Avenue
- Consistent landscaping design from home to home

Additionally, those Project Specific Unique Development or Design Standards provided for in Ordinance No. 3661:

- A system of parks, trails, and open space connecting The Villas at Legacy Ridge to the surrounding amenities and neighborhoods
- Architectural features of the homes are both attractive and affordable
- Pubic streets in an alternative right-of-way section so that the HOA is not responsible for street maintenance

9. Landscaping, Buffering and Screening Standards:

Those Landscaping, Buffering and Screening Standards provided for within Ordinance No. 3661:

a. Exterior:

    North: A six-foot (6') high vinyl picket privacy fence will provide a screen between the development and the residents to the north. Private rear and side yard landscaping will enhance the screen.

    South: Landscaping is provided in the landscape tract between the lots and the sidewalk along Shoshone Ave.

East: The front yard landscaping of the four-plex homes creates the landscape edge facing Tanner Drive. No fencing will be provided.

West: The fence line along the detention pond will be open rail with scattered trees. Private rear yard landscaping will enhance the separation between the homes and the detention pond.

Entry Features: Enhanced landscaping is provided at the entry monument. The landscaping includes shrubs, ornamental trees, and ornamental grasses that provide season interest.

Open Space: The open space tract provides a variety of landscaping to add interest to the area. Areas of sod maintain an open area for snow storage.

b. Interior:

The developer will provide one tree, sod, irrigation, and between 8 and 10 shrubs per lot. The corner side yard will include one additional tree. The rear yards will include irrigation and hydro-seeding. The homeowner may add additional landscaping as desired upon approval of major improvements by the HOA Design Review Committee. The intent is to provide a tree-lined street through the development although the tree is located outside the easement in the front yard.

c. Interior Lighting:

Interior lighting will consist of downcast porch and garage-mounted lights. Standard City streetlights will be provided along the public streets as required by the City. Low voltage uplighting is permitted at the entry monument and to highlight trees at the entryways.

10. Areas Designed for Common Open Space and Facilities:

Those Area(s) Designated for Common Open Space and Facilities provided for within Ordinance No. 3661:
Title Final Plat- A Resubdivision of Legacy Ridge, Phase: I City of Gillette, Wyoming Legacy Ridge, Phase I Planned Unit Development to be known as the Villas at Legacy Ridge is the first phase of development within Legacy Ridge, which is part of the overall Legacy Master Plan. As part of the entitlement process for Legacy Ridge, a 6.74-acre neighborhood park and 8.2 acres of open space/ trail corridors and landscape buffers were proposed and accepted by the Planning Commission and Parks Board. The residents of the development at will benefit from these amenities which will be accessible not only through the road network, but also through trail connections. The trail corridors will also link the homes to the proposed neighborhood park, proposed elementary school to the east and the new recreation center to the west of the site.

Three open space tracts are proposed within The Final Plat- A Resubdivision of Legacy Ridge, Phase I City of Gillette, Wyoming Legacy Ridge, Phase I Planned Unit Development to be known as the Villas at Legacy Ridge. Tract A will be utilized as a stormwater detention pond. Tract B includes a landscape area and areas for snow storage. Tract C is a landscape tract that parallels Shoshone Ave. Tract D is within the center median of the primary entrance.

Tract A will be owned and maintained by the City of Gillette. Tracts B, C and D will be owned and maintained by the Homeowner's Association, (HOA.)

11. Signage Requirements:

Those Signage Requirements provided for within Ordinance No. 3661:
One entry monument is proposed for the neighborhood in the median at the neighborhood's main entrance.

Monument Height: 5 feet
Monument Width: 8.5 feet
Sign face: 21 squire feet
Materials: Stone sign with pinned metal letters
Stone cap on sign face
Natural or faux stone columns to match buildings

12.Parking:

That Parking requirements provided for in Ordinance No. 3961:
Each home shall have a two- or three-car garage and driveway that accommodates at least two cars.

13. Ownership of Common Areas and Facilities:

That Ownership of Common Areas and Facilities provided for within Ordinance No. 3661:
Tract Al: Owned and maintained by the City of Gillette
Tract B1: Owned and maintained by the HOA
Tract CI: Owned and maintained by the HOA
Tract DI: Owned and maintained by the HOA
Yard landscaping: Owned by the homeowner, maintained by the HOA
Medianed entry: Owned and maintained by the HOA
Entry monument: Owned and maintained by the HOA

14. Site Access and Street Standards:

Those Site Access and Street Standards provided for within Ordinance No. 3661, provided however, that all references to the Private Streets referenced therein for the benefit of lands within the Neighborhood shall be struck:

a. Site Access

Access to the site is from Shoshone Avenue, Tanner Drive and Quarter Horse Drive.

b. Public Streets

All internal streets with the exception of Villa Court (north of Villa Way) are public streets.

- Quarter Horse Drive will transition from the existing 50-foot-wide right-of-way north of the site to a 60-foot right-of-way with 32 feet of pavement from top back of curb to top back of curb through the site. This is consistent with the existing Quarter Horse Drive. Four-foot-wide sidewalks are provided on both sides of the street.
- Villa Drive will be constructed as a medianed parkway within 60 feet of right-of-way. The central median is ten feet wide with two eleven-foot travel lanes.

Four-foot wide sidewalks are provided on both sides of the street.

- Villa Way will have a pavement width of 36 feet as measured from top back of curb to top back of curb. The pavement section will be within a 50-foot-wide right-of-way with five-foot wide utility and road maintenance easements located on both sides of the street. Four-foot-wide sidewalks are provided on both sides of the street.

c. Private Streets

Villa Court (north of Villa Way) is a private street that will serve as shared driveway access for Lots 9D-9G. The driveway is located on the private lots and is 20 feet wide. Maintenance of the shared private drive will be by the HOA. The 20-foot-wide private drive is located within a 37-foot-wide access and utility easement servicing lot 9D through 9G.

15. Water and Sewer and Drainage Infrastructure:

Those Water and Sewer and Drainage Infrastructure provided for within Ordinance No. 3661:

a. Drainage

The total site consists of approximately 83 acres of residential development including large open space areas. This development consists of approximately 9.82 acres of the site located north of Shoshone Avenue. The drainage system consists of streets, gutters, inlets, storm sewers, culverts, natural grass swales and one detention pond. The offsite South Donkey Creek Tributary drainageway flows south to north along the west property line. The on-site runoff will flow to the detention pond designed to contain the developed runoff from this site. The pond attenuates developed runoff prior to release into Donkey Creek. No irrigation ditches exist onsite. The detention pond release will be directed into Donkey Creek. The Phase II Drainage Report prepared for Legacy Ridge Subdivision, Phase I and utilized by The Final Plat- A Resubdivision of Legacy Ridge, Phase I City of Gillette, Wyoming Legacy Ridge, Phase I Planned Unit Development to be known as the Villas at Legacy Ridge prepared by Peak Civil Consultants dated September 2008 provides details of the drainage system for the development.

b. Utilities

Water System

The Final Plat- A Resubdivision of Legacy Ridge, Phase I City of Gillette, Wyoming Legacy Ridge, Phase I Planned Unit Development to be known as the Villas at Legacy Ridge water distribution system will consist of 8-inch water mains. The connection points will be at the two entrances to Shoshone Avenue and to the northern access to Quarter Horse Drive. This water system will be looped within the site to provide adequate water supply and fire protection.

Sanitary Sewer System

The Final Plat- A Resubdivision of Legacy Ridge, Phase I City of Gillette, Wyoming Legacy Ridge, Phase I Planned Unit Development to be known as the Villas at Legacy Ridge sanitary sewer system is entirely a gravity system. The majority of the site connects into the existing sanitary sewer main

located within Quarter Horse Drive. The units along Tanner Drive will connect into the existing Tanner Drive sanitary sewer system. Sewage flows are conveyed within the existing sanitary sewer system to the City treatment plant. The sanitary sewer system will be designed according to the City of Gillette Standards.

Gas and Electric

Gas service is provided by SourceGas and Electric service is provided by the City of Gillette. Both are located in the existing adjacent streets and along the property's northern border for service to the site.

Street-Lights

All street-lights shall be downcast.

16. Phasing Plan:

There are no plans for phasing

SECTION 4. The **RESUBDIVISION OF LOTS 6E & 7E, BLOCK 2 OF THE VILLAS AT LEGACY RIDGE, PHASE 1 P.U.D,** in the City of Gillette is approved for filing with Campbell County Clerk and Ex-Officio Recorder of Deeds.

SECTION 5. This ordinance shall be in full force and effect upon its publication.

PASSED, APPROVED AND ADOPTED this day_____ of_____ , 2025.

_____
Shay Lundvall, Mayor

(Seal)
ATTEST:

Alicia Allen, City Clerk
Publish Date:

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ July 8, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Richard Cone, Matthew Nelson, and Brian Rozier.

Commission Members Absent: Ian Scott, Jack Colson, and Lance Walker

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

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Richard Cone to approve the meeting minutes of June 24, 2025. Matthew Nelson seconded the motion. Motion carried 3/0/1 Abstention.

ADENDUM TO MEETING AGENDA

Brian Rozier made a motion to add election of a Vice-Chair to the meeting agenda. Matthew Nelson seconded. Motion carried 4/0.

NOMINATION OF VICE-CHAIR

Chair Hottell made a motion to nominate Richard Cone as Vice-Chair. Brian Rozier seconded. Motion carried 3/1.

Matthew Nelson nominated Ian Scott for the position of Vice-Chair. Chair Hottell seconded. Motion failed 1/3.

Case No. PL2025-0023 – PLANNED UNIT DEVELOPMENT – AMENDMENT - 205 Villa Way

The owner is seeking to combine two existing lots on Villa Way, Lot 6E and Lot 7E, Block 2, into one lot: proposed Lot 6F.

Planned Unit Development plats with the accompanying Draft Ordinance regulate the zoning components of the development that differ from the adopted Zoning Ordinance. The proposed change to existing Ordinance 3961 is an increase of the Maximum Lot Size. All other aspects of the ordinance governing the existing developed lots will remain unchanged and continue to follow the two previous ordinances - Ordinance No. 3661 and Ordinance No. 3961. The Maximum Lot Size in Ordinance No. 3961 is 15,000 square feet; the proposed amendment would increase the Maximum Lot Size to 20,000 square feet.

The reason for this amendment is that when the owners combine existing Lots 6E and 7E into Lot 6F, the total square footage is 16,371, which exceeds the allowed Maximum Lot Size of 15,000 square feet by 1,371 square feet. Proposed Lot 6F has access to city utilities – water, sewer, and electric. All existing easements that run along the front and rear property lines will remain.

DRAFT

Meredith Duvall said the only proposed change the Commission will be voting on for this case is the change to increase the allowable square footage by 5,000 square feet.

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

Matthew Nelson asked if the change of square footage would apply to any of the other lots nearby and Ms. Duvall said the proposed amendment was for lots 6E and 7E only, and if any of the other lots wanted an amendment they could apply for one.

Sheila Slocum, agent for the case, was present and asked if the lot line removal was accomplished within the Planned Unit Development Amendment, or if a separate case would be needed to remove the lot line. Ms. Duvall said it was part of the PUD Amendment because of the newly accepted Zoning Ordinance, and a separate case would not be needed.

Richard Cone asked what the purpose of the proposed PUD Amendment was, and if a house being built on either lot wouldn't fit as it was. Ms. Duvall said the two lots were purchased to build a larger home on them in the middle of the two, and there would be room for the house with the PUD Amendment.

Shannon Stefanick said the Planning Division received a few calls from area residents on the case but had no issues with it when they were told what the PUD Amendment was for.

Ms. Duvall said all existing ordinances governing the neighboring properties still applies to the proposed amended lots.

There being no further comments or questions, Richard Cone made a motion to approve the case, and Matthew Nelson seconded. The Motion carried 4/0.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the next regular meeting will be July 22, 2025, and the meeting for August 12 will be canceled.

ADJOURNMENT

The meeting was adjourned at 5:29 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 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.pdf
Wire Transfers
UMB Bank

Expenditure Approval Report
Check Approval Date of 08/04/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
4555-ATLAS OFFICE PRODUCTS		
193812	OFFICE SUPPLY INVENTORY	218.89
193813	OFFICE SUPPLY INVENTORY	217.30
193814	OFFICE SUPPLY INVENTORY	1,837.45
193815	OFFICE SUPPLY INVENTORY	51.58
193816	OFFICE SUPPLY INVENTORY	724.42
193817	OFFICE SUPPLY INVENTORY	851.13
193818	OFFICE SUPPLY INVENTORY	67.08
	VENDOR TOTAL:	**3,967.85**
1511-NORCO INC		
193865	OFFICE SUPPLY INVENTORY	1,256.76
193866	OFFICE SUPPLY INVENTORY	730.98
193870	OFFICE SUPPLY INVENTORY	335.09
193871	OFFICE SUPPLY INVENTORY	328.12
	VENDOR TOTAL:	**2,650.95**
2300-WESTERN STATIONERS		
193887	OFFICE SUPPLY INVENTORY	136.50
193888	OFFICE SUPPLY INVENTORY	9.50
193889	OFFICE SUPPLY INVENTORY	0.95
193890	OFFICE SUPPLY INVENTORY	115.30
193891	OFFICE SUPPLY INVENTORY	259.99
	VENDOR TOTAL:	**522.24**
	DIVISION TOTAL:	**7,141.04**
	DEPARTMENT TOTAL:	**7,141.04**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
1748-THAT EMBROIDERY PLACE		
193678	BABY GIFT	45.00
	VENDOR TOTAL:	**45.00**
2431-WYOMING ASSOCIATION MUNICIPALITIES		
193679	FY26 MEMBERSHP DUES	33,698.00
	VENDOR TOTAL:	**33,698.00**
	DIVISION TOTAL:	**33,743.00**
02-ADMINISTRATION		
1082-ARROW PRINTING AND GRAPHICS INC		
193578	BUSINESS CARDS - M COLE	85.00
	VENDOR TOTAL:	**85.00**
1209-BREANNA'S BAKERY		
193543	DONUTS	286.00
	VENDOR TOTAL:	**286.00**
2431-WYOMING ASSOCIATION MUNICIPALITIES		
193677	WYOCMA MEMBERSHIP RENEWAL - M COLE	150.00
	VENDOR TOTAL:	**150.00**
	DIVISION TOTAL:	**521.00**
04-SPECIAL PROJECTS		
1572-ARETE DESIGN GROUP		
193481	CITY HALL RENOVATIONS DESIGN	64,270.00
	VENDOR TOTAL:	**64,270.00**
2477-CAMPBELL COUNTY JUVENILE PROBATION		
193782	ANNUAL FUNDING	15,000.00
	VENDOR TOTAL:	**15,000.00**
1285-CAMPBELL COUNTY PUBLIC LAND BOARD CAMPLEX		
193790	FY24/25 MOU FUNDING REQUEST #3	27,361.50
	VENDOR TOTAL:	**27,361.50**
5131-FITNESS SUPERSTORE INC		
193804	WELLNESS * EQUIPMENT * BETH	7,901.10
	VENDOR TOTAL:	**7,901.10**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
1958-PCA ENGINEERING INC		
193796	ENZI PRACTICE FIELD IMPROVEMEN	9,485.70
	VENDOR TOTAL:	**9,485.70**
1748-THAT EMBROIDERY PLACE		
193487	SCREEN PRINTING	13.90
	VENDOR TOTAL:	**13.90**
	DIVISION TOTAL:	**124,032.20**
	DEPARTMENT TOTAL:	**158,296.20**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
4458-EMPLOYMENT TESTING CENTER OF WYOMING		
193540	ETPOC5-5, ETEBT-EBT, ETSHYBL, ETURN, URN45, RTW	954.00
	VENDOR TOTAL:	**954.00**
1804-SIMPSON'S PRINTING		
193483	PD TRADING CARDS	67.50
	VENDOR TOTAL:	**67.50**
	DIVISION TOTAL:	**1,021.50**
21-SAFETY		
2481-CAMPBELL COUNTY PUBLIC HEALTH		
193484	HEP B SHOT #2 - S WILSON	65.00
	VENDOR TOTAL:	**65.00**
5160-DORN COMPANIES, LTD		
193739	WELLNESS DAY	3,891.75
	VENDOR TOTAL:	**3,891.75**
1748-THAT EMBROIDERY PLACE		
193485	SAFETY COAT	140.00
193486	SAFETY COAT	110.00
193488	SFAETY COAT	128.00
	VENDOR TOTAL:	**378.00**
	DIVISION TOTAL:	**4,334.75**
	DEPARTMENT TOTAL:	**5,356.25**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
1381-CITY OF GILLETTE		
193685	PETTY CASH REIMBURSEMENT 7/25/25	6.29
	VENDOR TOTAL:	**6.29**
	DIVISION TOTAL:	**6.29**
26-CUSTOMER SERVICE		
1395-COLLECTION PROFESSIONALS GILLETTE		
193542	JUNE 2025 COLLECTIONS	426.12
	VENDOR TOTAL:	**426.12**
3369-POSTAL PROS SOUTHWEST INC		
193681	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	4,081.35
193682	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,502.40
	VENDOR TOTAL:	**5,583.75**
	DIVISION TOTAL:	**6,009.87**
34-INFORMATION TECHNOLOGY		
5041-ALERTUS TECHOLOGIES, LLC		
193626	ALERTUS	5,500.00
	VENDOR TOTAL:	**5,500.00**
2625-CHARTER MEDIA		
193623	INTERNET SERVICE	1,299.00
	VENDOR TOTAL:	**1,299.00**
2763-CU SOLUTIONS GROUP, INC		
193666	PERFORMANCE PRO	8,423.10
	VENDOR TOTAL:	**8,423.10**
5018-GLOBAL PAYMENTS INC		
193664	PARK RESERVATIONS	7,350.00
	VENDOR TOTAL:	**7,350.00**
4762-GOVERNMENTJOBS.COM		
193624	POWER POLICY SSO	522.13
	VENDOR TOTAL:	**522.13**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
4990-REDSTONE BUYER, LLC		
193873	IT * RSA * MIKE P	945.00
	VENDOR TOTAL:	**945.00**
2222-VERIZON WIRELESS		
193625	CELLULAR SERVICE	9,467.55
	VENDOR TOTAL:	**9,467.55**
4413-WATTS REGULATOR CO		
193665	BACKFLOW MANAGEMENT	7,677.20
	VENDOR TOTAL:	**7,677.20**
	DIVISION TOTAL:	**41,183.98**
	DEPARTMENT TOTAL:	**47,200.14**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
1082-ARROW PRINTING AND GRAPHICS INC		
193523	BUSINESS CARDS - E VOS	30.00
	VENDOR TOTAL:	**30.00**
2238-AXON ENTERPRISE INC		
193506	5 EXTRA LICENSES	7,725.30
	VENDOR TOTAL:	**7,725.30**
4481-BALCO UNIFORM CO., INC		
193510	UNIFORMS	25.08
	VENDOR TOTAL:	**25.08**
2477-CAMPBELL COUNTY JUVENILE PROBATION		
193524	UA TESTING	1,472.32
	VENDOR TOTAL:	**1,472.32**
2483-CAMPBELL COUNTY SHERIFF		
193522	MAY 2025 PRISONER BILLING	2,925.00
193535	DUI BLOOD DRAWS	450.00
	VENDOR TOTAL:	**3,375.00**
1381-CITY OF GILLETTE		
193685	PETTY CASH REIMBURSEMENT 7/25/25	126.17
	VENDOR TOTAL:	**126.17**
5134-COURTNEY LORRAINE FULGINITI		
193520	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**75.00**
2597-CRAIG FURMAN		
193521	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	**75.00**
1798-ENTENMANN ROVIN COMPANY		
193511	DILLARD BADGE	145.75
193512	BADGE	180.00
	VENDOR TOTAL:	**325.75**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
1916-GALLS INC		
193513	UNIFORMS - COX	546.98
193514	PANTS - MAHYLIS	84.00
193515	SHIRTS - MAHYLIS	88.00
193516	UNIFORMS - QUARTERMAN	546.98
193517	SHIRTS - CALE & TENNANT	739.96
193518	PANTS - CALE & TENNANT	504.00
193519	UNIFORMS	252.00
	VENDOR TOTAL:	**2,761.92**
55555-MISC EMPLOYEE VENDOR		
193742	FY24/25 BOOT REIMBURSEMENT	89.25
193743	FY24/25 BOOT REIMBURSEMENT	200.00
193744	FY24/25 BOOT REIMBURSEMENT	194.20
193745	FY24/25 BOOT REIMBURSEMENT	173.78
193746	FY24/25 BOOT REIMBURSEMENT	150.00
193747	FY24/25 TUITION REIMBURSEMENT	3,000.00
	VENDOR TOTAL:	**3,807.23**
77777-MISC ONE TIME VENDOR		
193740	ALCOHOL COMPLIANCE REIMBURSEMENT	520.00
193741	TOBACCO COMPLIANCE REIMBURSEMENT	450.00
	VENDOR TOTAL:	**970.00**
1804-SIMPSON'S PRINTING		
193483	PD TRADING CARDS	67.50
	VENDOR TOTAL:	**67.50**
5117-STRYKER SALES, LLC		
193806	PD * CR2 REFRESH * AED SUPPLIES	425.00
	VENDOR TOTAL:	**425.00**
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
193525	PD COUNSELING	900.00
193526	PD COUNSELING	200.00

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
193527	PD COUNSELING	200.00
193528	PD COUNSELING	200.00
193529	PD COUNSELING	200.00
193530	PD COUNSELING	200.00
193531	PD COUNSELING	200.00
193532	PD COUNSELING	200.00
193533	PD COUNSELING	200.00
193534	PD COUNSELING	400.00
	VENDOR TOTAL:	**2,900.00**
	DIVISION TOTAL:	**24,161.27**
45-ANIMAL SHELTER		
1572-ARETE DESIGN GROUP		
193482	ACO ADDITION DESIGN	9,923.10
	VENDOR TOTAL:	**9,923.10**
	DIVISION TOTAL:	**9,923.10**
	DEPARTMENT TOTAL:	**34,084.37**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
193474	RUG CLEANING	46.10
193549	RUG CLEANING	70.28
193553	RUG CLEANING	19.82
193554	RUG CLEANING	42.89
193555	RUG CLEANING	46.10
193562	RUG CLEANING	19.82
193564	RUG CLEANING	46.10
193572	RUG CLEANING	19.82
193574	RUG CLEANING	46.10
193736	RUG CLEANING	19.82
	VENDOR TOTAL:	**376.85**
1844-FARMER BROTHERS COMPANY		
193596	COFFEE AT CITY HALL	564.95
	VENDOR TOTAL:	**564.95**
1590-KONE INC		
193661	ELEVATOR REPAIRS	610.38
	VENDOR TOTAL:	**610.38**
1511-NORCO INC		
193618	20 YARD ROLL OUT FOR FM YARD	137.50
	VENDOR TOTAL:	**137.50**
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
193662	HVAC #1 REPAIRS	1,541.62
	VENDOR TOTAL:	**1,541.62**
3690-PRO WINDMILL INC		
193660	PEST SPRAYING AT CITY HALL AND CITY WEST	175.00
	VENDOR TOTAL:	**175.00**
	DIVISION TOTAL:	**3,406.30**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
50-PUBLIC WORKS ADMIN		
1764-JLC SIGN SYSTEMS INC		
193597	REPLACEMENT PLAQUES AND NEW PLAQUE	992.00
	VENDOR TOTAL:	**992.00**
4148-TERRY SJOLIN		
193783	SCHEDULING FOR THE FIELDS	425.00
	VENDOR TOTAL:	**425.00**
	DIVISION TOTAL:	**1,417.00**
51-PARKS		
1040-ALSCO		
193472	UNIFORM CLEANING	165.60
193551	UNIFORM CLEANING	45.92
193559	UNIFORM CLEANING	50.92
193569	UNIFORM CLEANING	44.80
193738	UNIFORM CREDIT	-124.20
	VENDOR TOTAL:	**183.04**
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
193490	ANTELOPE VALLEY PARK WATER	7.50
193491	ANTELOPE VALLEY PARK WATER	47.33
193492	CRESTVIEW PARK WATER	45.04
	VENDOR TOTAL:	**99.87**
1999-HAWKINS INC		
193493	SPLASH PAD CHEMICALS	1,005.51
193585	CHEMICALS	36.90
193586	CHEMICALS	2,783.07
193628	CHEMICALS	656.70
	VENDOR TOTAL:	**4,482.18**
1919-PAINTBRUSH SEWER & DRAIN		
193801	PORTA TOILETS AT VARIOUS PARKS	12,786.70
	VENDOR TOTAL:	**12,786.70**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
2035-POWDER RIVER ENERGY CORPORATION		
193478	ELECTRIC - SIGN LIGHTING HWY 14/16	43.84
193479	ELECTRIC - WELCOME TO GILLETTE SIGN ON SHWY 59	45.75
193480	ELECTRIC - SIGN LIGHTING HWY 50	42.68
	VENDOR TOTAL:	**132.27**
1776-SCOTT BROTHERS INC		
193494	LITTLE LEAGUE LIGHT REPAIRS	1,333.50
	VENDOR TOTAL:	**1,333.50**
2349-TRUGREEN CHEMLAWN		
193536	4J WEED SPRAYING	4,691.00
	VENDOR TOTAL:	**4,691.00**
2400-WYOMING WATER SOLUTIONS		
193584	WATER AT DALBEY PARK	28.00
	VENDOR TOTAL:	**28.00**
	DIVISION TOTAL:	**23,736.56**
54-STREETS		
1040-ALSCO		
193557	UNIFORM CLEANING	70.28
193567	UNIFORM CLEANING	70.28
	VENDOR TOTAL:	**140.56**
2677-CENTRAL TRUCK & DIESEL INC		
193498	RENTAL	1,800.00
	VENDOR TOTAL:	**1,800.00**
4239-JOSE GUERRERO		
193630	REPAIRS	1,855.00
193631	REPAIRS	2,135.00
	VENDOR TOTAL:	**3,990.00**
1919-PAINTBRUSH SEWER & DRAIN		
193538	PORTA TOILETS	265.00
	VENDOR TOTAL:	**265.00**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
1802-SIMON CONTRACTORS		
193621	PARTS	340.00
193663	ROCK	340.00
	VENDOR TOTAL:	**680.00**
	DIVISION TOTAL:	**6,875.56**
	DEPARTMENT TOTAL:	**35,435.42**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
55555-MISC EMPLOYEE VENDOR		
193748	TRAVEL REIMBURSEMENT	1,892.42
	VENDOR TOTAL:	**1,892.42**
2406-XEROX CORPORATION		
193508	METER READ	48.63
193509	METER READ	59.63
	VENDOR TOTAL:	**108.26**
	DIVISION TOTAL:	**2,000.68**
62-TRAFFIC SAFETY		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
193668	REPAIR LIGHTED SIGN AND RFB	958.76
	VENDOR TOTAL:	**958.76**
	DIVISION TOTAL:	**958.76**
63-PLANNING		
1808-SIR SPEEDY		
193632	COMP PLAN BOOK BINDING	1,786.40
	VENDOR TOTAL:	**1,786.40**
1748-THAT EMBROIDERY PLACE		
193541	PLANNING SAFETY VEST	110.00
	VENDOR TOTAL:	**110.00**
4933-VERDUNITY		
193627	ZONING DIAGNOSTIC REPORT	17,495.00
	VENDOR TOTAL:	**17,495.00**
	DIVISION TOTAL:	**19,391.40**
	DEPARTMENT TOTAL:	**22,350.84**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
31-CITY CLERK/PRINT SHOP		
1381-CITY OF GILLETTE		
193685	PETTY CASH REIMBURSEMENT 7/25/25	27.00
	VENDOR TOTAL:	**27.00**
	DIVISION TOTAL:	**27.00**
32-JUDICIAL		
4966-APRIL SHIPPY		
193577	INTERPRETOR	40.00
193684	INTERPRETER	40.00
	VENDOR TOTAL:	**80.00**
2483-CAMPBELL COUNTY SHERIFF		
193522	MAY 2025 PRISONER BILLING	125.00
	VENDOR TOTAL:	**125.00**
	DIVISION TOTAL:	**205.00**
	DEPARTMENT TOTAL:	**232.00**
	FUND TOTAL:	**310,096.26**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1559-DOWL LLC		
193794	TRAFFIC INTERSECTION EVALUATIO	6,130.00
	VENDOR TOTAL:	**6,130.00**
4267-HECTOR FUENTES		
193656	FILL BAND WITH SAND FOR ROHAN DRAINAGE	3,800.00
193659	SMALL PATCH REPAIR	16,608.80
	VENDOR TOTAL:	**20,408.80**
1754-KLJ ENGINEERING LLC		
193793	ALLEN AVENUE RECONSTRUCTION *	25,853.50
193800	KILLARNEY WATER MAIN IMPROVEME	4,231.03
	VENDOR TOTAL:	**30,084.53**
1958-PCA ENGINEERING INC		
193797	IRRIGATION CENTRAL CONTROL PHA	4,833.30
	VENDOR TOTAL:	**4,833.30**
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
193667	BASE REDO AT GARNER LAKE AND BOXELDER	13,286.78
193669	CABINET BASE GARNER LAKE & BOXELDER	2,045.00
193670	NEW BATTERIES FOR BATTERY BACKUPS	7,664.22
193671	WATER WATER LIFT STATION GATE	9,671.28
	VENDOR TOTAL:	**32,667.28**
5064-RVE, INC		
193795	DALBEY IMPROVEMENTS STUDY	17,621.49
	VENDOR TOTAL:	**17,621.49**
2363-WWC ENGINEERING		
193799	FORCE ROAD R&O	350.00
193892	LARGE PATCH PROJECT	21,803.50
	VENDOR TOTAL:	**22,153.50**
	DIVISION TOTAL:	**133,898.90**
	DEPARTMENT TOTAL:	**133,898.90**
	FUND TOTAL:	**133,898.90**

Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1447-ANIXTER POWER SOLUTIONS		
193810	ORIGINAL PO 2251273 * ELECTRICAL * TRANSFORMER * D	2,857.68
	VENDOR TOTAL:	**2,857.68**
1197-BORDER STATES ELECTRIC		
193820	ORIGINAL PO 2251533 * WATER SITE FIBER ENCLOSURES	2,034.06
	VENDOR TOTAL:	**2,034.06**
1450-HDR ENGINEERING INC		
193787	GILLETTE REGIONAL WATER SUPPLY	25,809.75
193788	GILLETTE REGIONAL WATER SUPPLY	24,038.65
	VENDOR TOTAL:	**49,848.40**
4992-HERITAGE BANK		
193786	GILLETTE MADISON PROJECT- CONT	39,239.01
	VENDOR TOTAL:	**39,239.01**
4991-PROSPECT CONSTRUCTION INC.		
193784	GILLETTE MADISON PIPELINE PROJ	745,541.09
	VENDOR TOTAL:	**745,541.09**
	DIVISION TOTAL:	**839,520.24**
	DEPARTMENT TOTAL:	**839,520.24**
	FUND TOTAL:	**839,520.24**

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
76-SCADA		
1381-CITY OF GILLETTE		
193685	PETTY CASH REIMBURSEMENT 7/25/25	47.25
	VENDOR TOTAL:	**47.25**
	DIVISION TOTAL:	**47.25**
	DEPARTMENT TOTAL:	**47.25**
	FUND TOTAL:	**47.25**

Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
193550	UNIFORM CLEANING	20.14
193558	UNIFORM CLEANING	20.14
193568	UNIFORM CLEANING	20.14
193734	UNIFORM CLEANING	20.14
	VENDOR TOTAL:	**80.56**
2434-AMERICAN WELDING & GAS INC		
193495	CYLINDER RENT	39.13
	VENDOR TOTAL:	**39.13**
3894-CAMPBELL COUNTY LANDFILL		
193477	JUNE 2025 LANDFILL CHARGES	86,984.25
	VENDOR TOTAL:	**86,984.25**
2303-WESTERN WASTE SOLUTIONS INC		
193496	JUNE 2025 RECYLCLING	6,400.00
193497	JUNE 2025 3 YARD DUMPSTER	97.00
	VENDOR TOTAL:	**6,497.00**
	DIVISION TOTAL:	**93,600.94**
	DEPARTMENT TOTAL:	**93,600.94**
	FUND TOTAL:	**93,600.94**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
4864-EDI MENDOZA		
193672	CONCETE REPAIR	850.00
	VENDOR TOTAL:	**850.00**
1792-ENERGY LABORATORIES INC		
193582	TESTING	389.00
	VENDOR TOTAL:	**389.00**
5094-GARNEY COMPANIES		
193792	30-INCH MADISON PIPELINE RECON	56,934.90
	VENDOR TOTAL:	**56,934.90**
1422-GILLETTE CONTRACTORS SUPPLY INC		
193835	WATER * SAMPLE STATION POLY	230.00
	VENDOR TOTAL:	**230.00**
4895-HD SUPPLY INC		
193579	CHEMICALS	36.89
193580	CHEMICALS	36.89
193583	CHECMICALS	415.16
193674	CHEMICALS	36.89
193731	CHEMICALS	126.51
	VENDOR TOTAL:	**652.34**
1450-HDR ENGINEERING INC		
193791	PUMP STATION #1 UPGRADES - DES	10,461.25
	VENDOR TOTAL:	**10,461.25**
55555-MISC EMPLOYEE VENDOR		
193751	TRAVEL REIMBURSEMENT	187.60
	VENDOR TOTAL:	**187.60**
4997-PVS DX INC		
193676	CHEMICALS	8,201.53
	VENDOR TOTAL:	**8,201.53**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1786-SHERWIN WILLIAMS		
193581	PAINT	329.11
193673	WELL BUILDING PIPING	236.33
	VENDOR TOTAL:	**565.44**
1748-THAT EMBROIDERY PLACE		
193475	EMBROIDERY	23.00
193476	LOGOS FOR SEASONALS T-SHIRTS	95.00
	VENDOR TOTAL:	**118.00**
	DIVISION TOTAL:	**78,590.06**
77-SWIMMING POOL		
1279-CAMPBELL COUNTY PARKS AND RECREATION DEPT		
193546	MAY AND JUNE 2025 POOL EXPENSES	44,388.59
	VENDOR TOTAL:	**44,388.59**
1511-NORCO INC		
193547	SUPPLIES FOR CITY POOL	117.02
193675	POOL SUPPLIES	178.36
	VENDOR TOTAL:	**295.38**
	DIVISION TOTAL:	**44,683.97**
	DEPARTMENT TOTAL:	**123,274.03**
	FUND TOTAL:	**123,274.03**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
5159-LUNDSTROM, BRENDON		
193593	UB 6192 3303 ALBERTA DR	200.00
	VENDOR TOTAL:	**200.00**
	DIVISION TOTAL:	**200.00**
	DEPARTMENT TOTAL:	**200.00**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1077-ARCHITECTURAL SPECIALTIES LLC		
193680	CONTROL BUILDING MAINT DOOR WARLOW/BOXELDER	1,327.51
	VENDOR TOTAL:	**1,327.51**
3004-DEPARTMENT OF ENERGY		
193544	JUNE 2025 ENERGY	63,523.62
	VENDOR TOTAL:	**63,523.62**
3822-ELECTRO-TEST AND MAINTENANCE INC		
193779	SUBSTATION MAINTENANCE SERVICE	79,974.93
	VENDOR TOTAL:	**79,974.93**
1901-FRONTIER PRECISION INC		
193683	LOCATOR REPLACEMENT PARTS	29.82
193854	ELECTRICAL * LOCATOR * MICK	16,100.44
	VENDOR TOTAL:	**16,130.26**
1264-MCM GENERAL CONTRACTORS		
193780	ANNUAL TRENCHING AND BORING AG	12,281.25
	VENDOR TOTAL:	**12,281.25**
2035-POWDER RIVER ENERGY CORPORATION		
193545	JUNE 2025 69KV WHEELING	5,250.00
	VENDOR TOTAL:	**5,250.00**
2071-PROELECTRIC INC		
193781	ANNUAL MISCELLANOUS ELECTRICAL	13,001.61
	VENDOR TOTAL:	**13,001.61**
	DIVISION TOTAL:	**191,489.18**
	DEPARTMENT TOTAL:	**191,489.18**
	FUND TOTAL:	**191,689.18**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
193565	UNIFORM CLEANING	147.18
193575	UNIFORM CLEANING	147.19
	VENDOR TOTAL:	**294.37**
1165-BIG D SANITATION		
193537	PORTA TOILET	250.00
	VENDOR TOTAL:	**250.00**
1792-ENERGY LABORATORIES INC		
193622	TESTING	34.80
193633	TESTING	117.00
	VENDOR TOTAL:	**151.80**
5093-INTERSTATE POWER SYSTEMS INC		
193507	REPAIRS	3,558.95
	VENDOR TOTAL:	**3,558.95**
4239-JOSE GUERRERO		
193629	FAB AND INSTALL INPLANT PUMP 1402	3,248.00
	VENDOR TOTAL:	**3,248.00**
55555-MISC EMPLOYEE VENDOR		
193750	TRAVEL REIMBURSEMENT	293.65
	VENDOR TOTAL:	**293.65**
1910-OVERHEAD DOOR CO OF GILLETTE		
193805	WASTEWATER * GARAGE DOOR REPLACEMENT	25,440.00
	VENDOR TOTAL:	**25,440.00**
	DIVISION TOTAL:	**33,236.77**
	DEPARTMENT TOTAL:	**33,236.77**
	FUND TOTAL:	**33,236.77**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1040-ALSCO		
193548	RUG CLEANING	57.75
193556	RUG CLEANING	57.75
193563	RUG CLEANING	42.89
193566	RUG CLEANING	57.75
193573	RUG CLEANING	42.89
193733	RUG CLEANING	57.75
	VENDOR TOTAL:	**316.78**
1077-ARCHITECTURAL SPECIALTIES LLC		
193587	ECSC DOOR REPAIRS	923.64
	VENDOR TOTAL:	**923.64**
1519-CRUM ELECTRIC SUPPLY COMPANY		
193848	SATCO S39719 FLUORESCENT LIGHT REPLACEMENT BULBS	2,316.00
	VENDOR TOTAL:	**2,316.00**
1844-FARMER BROTHERS COMPANY		
193595	COFFEE FOR CITY WEST	1,092.12
	VENDOR TOTAL:	**1,092.12**
4434-MANPOWER US INC		
193489	TEMP HELP CITY WEST	191.93
193588	TEMP HELP AT CITY WEST	767.72
193619	TEMP HELP AT CITY WEST	903.20
193620	TEMP HELP AT CITY WEST	880.62
	VENDOR TOTAL:	**2,743.47**
	DIVISION TOTAL:	**7,392.01**
	DEPARTMENT TOTAL:	**7,392.01**
	FUND TOTAL:	**7,392.01**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
193807	ELECTRICAL INVENTORY	114.00
193808	ELECTRICAL INVENTORY	1,505.88
193809	ELECTRICAL INVENTORY	645.84
193811	WATER INVENTORY	522.24
	VENDOR TOTAL:	**2,787.96**
1197-BORDER STATES ELECTRIC		
193819	ELECTRICAL INVENTORY * WESTERN TIE PROJECT * MICK	58,586.70
193821	ELECTRICAL INVENTORY	343.87
193822	ELECTRICAL INVENTORY	1,638.10
193823	ELECTRICAL INVENTORY	2,361.60
193824	ELECTRICAL INVENTORY	4,843.65
193825	ELECTRICAL INVENTORY	558.10
193826	ELECTRICAL INVENTORY	197.70
193827	ELECTRICAL INVENTORY	120.40
193828	ELECTRICAL INVENTORY	210.00
	VENDOR TOTAL:	**68,860.12**
2852-CORE & MAIN		
193846	WATER INVENTORY	8,089.15
193847	WATER INVENTORY * METERS	13,195.60
	VENDOR TOTAL:	**21,284.75**
1519-CRUM ELECTRIC SUPPLY COMPANY		
193849	ELECTRICAL INVENTORY	132.00
	VENDOR TOTAL:	**132.00**
1422-GILLETTE CONTRACTORS SUPPLY INC		
193831	WATER INVENTORY	1,428.70
193832	WATER INVENTORY	181.58
193833	WATER INVENTORY * SAMPLE STATION ORDER	2,712.48
193834	WATER INVENTORY * SAMPLE STATION ORDER	1,199.84
193836	ELECTRICAL INVENTORY	1,342.00

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1422-GILLETTE CONTRACTORS SUPPLY INC		
193837	PARKS INVNETORY	2,248.55
193838	PARKS INVNETORY	3,386.88
193839	WATER INVENTORY	70.20
193840	WATER INVENTORY	60.84
193841	WATER INVENTORY	78.54
193842	PARKS INVENTORY	502.32
193843	ELECTRICAL INVENTORY	198.75
193844	PARKS INVNETORY	424.44
193845	PARKS INVNETORY	455.80
	VENDOR TOTAL:	**14,290.92**
1479-NEWMAN SIGNS INC		
193860	TRAFFIC INVENTORY	1,740.25
193861	TRAFFIC SAFETY INVENTORY	322.97
193862	TRAFFIC SAFETY INVENTORY	1,287.02
	VENDOR TOTAL:	**3,350.24**
1511-NORCO INC		
193863	ELECTRICAL INVENTORY	66.12
193864	ELECTRICAL INVENTORY	49.59
193867	ELECTRICAL INVENTORY	253.70
193868	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	71.15
193869	PARKS INVENTORY	67.63
	VENDOR TOTAL:	**508.19**
2198-STUART C. IRBY CO		
193874	ELECTRICAL INVENTORY * WESTERN TIE PROJECT * MICK	35,475.00
193875	ELECTRICAL INVENTORY * WESTERN TIE * MICK	2,154.00
	VENDOR TOTAL:	**37,629.00**
2338-TRAFFIC PARTS INC		
193876	TRAFFIC SAFETY INVENTORY	5,160.00
	VENDOR TOTAL:	**5,160.00**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
193877	ELECTRICAL INVENTORY	79.79
193878	ELECTRICAL INVENTORY	79.79
	VENDOR TOTAL:	**159.58**
2731-WATERWORKS INDUSTRIES		
193879	WATER INVENTORY	547.92
193880	WATER INVENTORY * SAMPLE STATION ORDER	2,450.00
193881	WATER INVENTORY * SAMPLE STATION	1,372.66
193882	WATER INVENTORY	168.00
	VENDOR TOTAL:	**4,538.58**
2289-WESCO DISTRIBUTION INC		
193883	ELECTRICAL INVENTORY	4,667.98
193884	ELECTRICAL INVENTORY * WESTERN TIE PROJECT * MICK	4,218.48
193885	WATER INVENTORY	139.68
193886	ELECTRICAL INVENTORY	1.45
	VENDOR TOTAL:	**9,027.59**
	DIVISION TOTAL:	**167,728.93**
	DEPARTMENT TOTAL:	**167,728.93**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
1040-ALSCO		
193561	RUG CLEANING	28.69
193571	RUG CLEANING	28.69
193735	RUG CLEANING	28.69
	VENDOR TOTAL:	**86.07**
	DIVISION TOTAL:	**86.07**
	DEPARTMENT TOTAL:	**86.07**
	FUND TOTAL:	**167,815.00**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
5079-C & K EQUIPMENT SALES, INC.		
193829	VM INVENTORY	235.77
	VENDOR TOTAL:	**235.77**
1397-COLLINS COMMUNICATIONS INC		
193803	VM INVENTORY	149.52
193830	VM INVENTORY	149.52
	VENDOR TOTAL:	**299.04**
1575-HOMAX OIL		
193855	VM * GASOLINE	28,302.85
193856	VM * DIESEL	28,334.70
193857	VM INVENTORY	380.30
	VENDOR TOTAL:	**57,017.85**
3398-JACK'S TRUCK CENTER INC		
193850	VM INVENTORY	167.18
193851	VM INVENTORY	22.03
193852	VM INVENTORY	79.26
193853	VM INVENTORY	9.62
	VENDOR TOTAL:	**278.09**
4462-JOE JOHNSON EQUIPMENT, LLC		
193858	VM INVENTORY	249.87
193859	VM INVENTORY	299.87
	VENDOR TOTAL:	**549.74**
5078-PARTSONE LLC		
193872	VM INVENTORY	25.18
	VENDOR TOTAL:	**25.18**
	DIVISION TOTAL:	**58,405.67**
	DEPARTMENT TOTAL:	**58,405.67**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3622-ABSOLUTE AUTO, LLC		
193616	PARTS	110.83
193703	PARTS	59.52
193704	PARTS	39.50
193713	PARTS	3.06
	VENDOR TOTAL:	**212.91**
1040-ALSCO		
193552	UNIFORM CLEANING	120.36
193560	UNIFORM CLEANING	121.91
193570	UNIFORM CLEANING	120.36
193576	UNIFORM CLEANING	120.36
	VENDOR TOTAL:	**482.99**
1041-ALTEC INDUSTRIES INC		
193648	PARTS	248.98
193649	PARTS	1,961.35
	VENDOR TOTAL:	**2,210.33**
1167-BIG HORN TIRE INC		
193614	TIRES	684.20
193709	TIRES	171.05
193729	TIRES	123.76
	VENDOR TOTAL:	**979.01**
1171-BIGHORN HYDRAULICS INC		
193504	PARTS	276.90
193505	PARTS	10.60
193612	PARTS	2.75
193615	PARTS	126.26
193654	PARTS	9.90
193716	PARTS	135.10
193718	PARTS	2.60
193722	PARTS	30.25

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1171-BIGHORN HYDRAULICS INC		
193724	PARTS	104.77
193728	PARTS	36.85
	VENDOR TOTAL:	**735.98**
1178-BJ NELSON/NELSON AUTO GLASS		
193730	WINDSHIELD REPLACEMENT	408.08
	VENDOR TOTAL:	**408.08**
5079-C & K EQUIPMENT SALES, INC.		
193652	PARTS	36.21
193653	PARTS	169.50
	VENDOR TOTAL:	**205.71**
3862-DADS TRUCK AND AUTO LLC		
193650	TOW	560.00
193651	TOW	397.82
	VENDOR TOTAL:	**957.82**
2645-GREINER MOTOR COMPANY		
193503	PARTS	2,275.00
193645	PARTS	683.81
193714	PARTS	116.68
193726	PARTS	430.10
	VENDOR TOTAL:	**3,505.59**
4128-GROSSENBURG IMPLEMENT INCORPORATED		
193610	REPAIRS	1,617.23
193711	PARTS	28.48
193717	PARTS	99.00
193719	PARTS	261.56
193720	PARTS	408.48
	VENDOR TOTAL:	**2,414.75**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3398-JACK'S TRUCK CENTER INC		
193598	PARTS	52.84
193647	PARTS	84.48
193723	PARTS	883.46
	VENDOR TOTAL:	**1,020.78**
5130-JENNER EQUIPMENT CO		
193617	PARTS	440.77
193706	PARTS	331.59
	VENDOR TOTAL:	**772.36**
4462-JOE JOHNSON EQUIPMENT, LLC		
193613	PARTS	5,644.42
193721	PARTS	1,581.27
	VENDOR TOTAL:	**7,225.69**
1758-KAREN'S DELIVERY SERVICE		
193707	DELIVERY	32.00
	VENDOR TOTAL:	**32.00**
1291-MIDLAND IMPLEMENT CO INC		
193646	PARTS	229.96
193715	PARTS	59.21
	VENDOR TOTAL:	**289.17**
5078-PARTSONE LLC		
193599	PARTS	143.39
193600	PARTS	33.93
193601	PARTS	52.68
193602	PARTS	223.84
193604	PARTS	12.92
193605	PARTS	40.33
193606	PARTS	8.24
193607	PARTS	37.45
193608	PARTS	23.74

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
5078-PARTSONE LLC		
193609	PARTS	191.63
193634	PARTS	16.69
193635	PARTS	40.49
193636	PARTS	328.12
193637	PARTS	23.98
193638	PARTS	63.76
193639	PARTS	95.64
193640	PARTS	415.52
193641	PARTS	29.16
193643	PARTS	144.46
193686	PARTS	17.32
193687	PARTS	4.99
193688	PARTS	78.78
193689	PARTS	3.58
193690	PARTS	22.06
193691	PARTS	49.12
193692	EXCHANGE PARTS	-24.48
193693	PARTS	33.05
193694	PARTS	72.07
193695	PARTS	172.49
193696	CORE DEPOSIT	-61.00
193697	PARTS	136.40
193699	PARTS	139.18
193700	PARTS	88.41
193701	PARTS	52.14
193702	PARTS	9.89
	VENDOR TOTAL:	**2,719.97**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2076-PROMAAC SYSTEMS INC		
193499	PARTS	88.29
	VENDOR TOTAL:	**88.29**
3929-PURVIS INDUSTRIES, LLC		
193708	PARTS	648.41
	VENDOR TOTAL:	**648.41**
4967-RDO EQUIPMENT CO		
193712	REPAIRS	3,090.85
193725	PARTS	303.00
	VENDOR TOTAL:	**3,393.85**
2190-SPENCER FLUID POWER		
193611	PARTS	1,570.36
	VENDOR TOTAL:	**1,570.36**
2315-THUNDER BASIN FORD LLC		
193500	PARTS	54.27
193501	PARTS	19.88
193502	PARTS	54.27
193705	PARTS	20.95
	VENDOR TOTAL:	**149.37**
2309-WHITE'S FRONTIER MOTORS		
193644	PARTS	65.63
	VENDOR TOTAL:	**65.63**
2385-WYOMING MACHINERY CO		
193710	PARTS	220.70
	VENDOR TOTAL:	**220.70**
	DIVISION TOTAL:	**30,309.75**
	DEPARTMENT TOTAL:	**30,309.75**
	FUND TOTAL:	**88,715.42**

Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
1077-ARCHITECTURAL SPECIALTIES LLC		
193594	HEATED VEHICLE STORAGE SOUTH DOOR REPAIRS	4,403.33
	VENDOR TOTAL:	**4,403.33**
3862-DADS TRUCK AND AUTO LLC		
193727	TOW	161.28
	VENDOR TOTAL:	**161.28**
1860-FIRST CLASS AUTO		
193655	REPAIRS	3,627.02
	VENDOR TOTAL:	**3,627.02**
77777-MISC ONE TIME VENDOR		
193770	REIMBURSEMENT TO METAL WALL	293.52
	VENDOR TOTAL:	**293.52**
5078-PARTSONE LLC		
193642	PARTS	2.71
193698	PARTS	24.98
	VENDOR TOTAL:	**27.69**
	DIVISION TOTAL:	**8,512.84**
	DEPARTMENT TOTAL:	**8,512.84**
	FUND TOTAL:	**8,512.84**
	GRAND TOTAL:	**1,997,798.84**

Expenditure Approval Report
Check Approval Date of 07/23/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
3379-BLACK HILLS ENERGY		
193439	NATURAL GAS - 528 EXCHANGE AVE	35.48
	VENDOR TOTAL:	**35.48**
	DIVISION TOTAL:	**35.48**
45-ANIMAL SHELTER		
3379-BLACK HILLS ENERGY		
193440	NATURAL GAS - 950 W WARLOW-ANIMAL SHELTER	170.09
	VENDOR TOTAL:	**170.09**
	DIVISION TOTAL:	**170.09**
	DEPARTMENT TOTAL:	**205.57**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
3379-BLACK HILLS ENERGY		
193441	NATURAL GAS - 950 W WARLOW DR	43.21
193442	NATURAL GAS - 808 W WARLOW DR	43.13
193443	NATURAL GAS - 201 E 5TH STREET AND 3903 FOOTHILLS	1,550.46
	VENDOR TOTAL:	**1,636.80**
	DIVISION TOTAL:	**1,636.80**
51-PARKS		
3379-BLACK HILLS ENERGY		
193444	NATURAL GAS - 2909 S DOUGLAS HWY	45.83
	VENDOR TOTAL:	**45.83**
	DIVISION TOTAL:	**45.83**
54-STREETS		
3379-BLACK HILLS ENERGY		
193445	NATURAL GAS - 800 N BURMA AVE BLD 414	79.30
	VENDOR TOTAL:	**79.30**
	DIVISION TOTAL:	**79.30**
	DEPARTMENT TOTAL:	**1,761.93**
	FUND TOTAL:	**1,967.50**

Expenditure Approval Report
Check Approval Date of 07/23/2025

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
2363-WWC ENGINEERING		
193466	2025 ROHAN DRAINAGE * DESIGN	350.00
	VENDOR TOTAL:	**350.00**
	DIVISION TOTAL:	**350.00**
	DEPARTMENT TOTAL:	**350.00**
	FUND TOTAL:	**350.00**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3379-BLACK HILLS ENERGY		
193443	NATURAL GAS - 201 E 5TH STREET AND 3903 FOOTHILLS	45.03
193446	NATURAL GAS - 200 ROCK RD GEN	44.94
193447	NATURAL GAS - 816 W WARLOW DR	109.05
193454	NATURAL GAS - N EXCHANGE, LAKEWAY, DOUD	88.89
	VENDOR TOTAL:	**287.91**
	DIVISION TOTAL:	**287.91**
77-SWIMMING POOL		
3379-BLACK HILLS ENERGY		
193437	NATURAL GAS - 909 S GILLETTE AVE	5,767.07
193448	NATURAL GAS - 909 S GILLETTE AVE	3,485.96
	VENDOR TOTAL:	**9,253.03**
	DIVISION TOTAL:	**9,253.03**
	DEPARTMENT TOTAL:	**9,540.94**
	FUND TOTAL:	**9,540.94**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
3379-BLACK HILLS ENERGY		
193449	NATURAL GAS - 940 W WARLOW DR	44.24
	VENDOR TOTAL:	**44.24**
	DIVISION TOTAL:	**44.24**
	DEPARTMENT TOTAL:	**44.24**
	FUND TOTAL:	**44.24**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
3379-BLACK HILLS ENERGY		
193450	NATURAL GAS - 4520 UNIVERISTY DR	46.42
193451	NATURAL GAS - 1700 PLUM CREEK	38.91
193452	NATURAL GAS - 3101 S GARNER LAKE RD	276.38
193453	NATURAL GAS - 2881 S GARNER LAKE RD	45.01
	VENDOR TOTAL:	**406.72**
5133-SLETTEN CONSTRUCTION OF WYOMING, INC		
193464	WWTP PH II CMAR	32,542.50
	VENDOR TOTAL:	**32,542.50**
	DIVISION TOTAL:	**32,949.22**
	DEPARTMENT TOTAL:	**32,949.22**
	FUND TOTAL:	**32,949.22**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
3379-BLACK HILLS ENERGY		
193454	NATURAL GAS - N EXCHANGE, LAKEWAY, DOUD	43.11
193455	NATURAL GAS - 611 N EXCHANGE AVE, 22	151.58
193456	NATURAL GAS - 561 COMMERCIAL DR	123.84
193457	NATURAL GAS - 624 COMMERCIAL DR	221.99
	VENDOR TOTAL:	**540.52**
	DIVISION TOTAL:	**540.52**
	DEPARTMENT TOTAL:	**540.52**
	FUND TOTAL:	**540.52**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
3379-BLACK HILLS ENERGY		
193458	NATURAL GAS - 800 BURMA AVE	127.34
	VENDOR TOTAL:	**127.34**
	DIVISION TOTAL:	**127.34**
	DEPARTMENT TOTAL:	**127.34**
	FUND TOTAL:	**127.34**
	GRAND TOTAL:	**45,519.76**

Expenditure Approval Report
Check Approval Date of 07/24/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
5158-ALLIANT INSURANCE SERVICES		
193471	INSURANCE FOR NATIONAL NIGHT OUT	1,008.00
	VENDOR TOTAL:	**1,008.00**
	DIVISION TOTAL:	**1,008.00**
	DEPARTMENT TOTAL:	**1,008.00**
	FUND TOTAL:	**1,008.00**
	GRAND TOTAL:	**1,008.00**

Expenditure Approval Report
Check Approval Date of 07/28/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
5051-HEALTHEQUITY, INC.		
193762	HRA/FSA DEDUCTION	1,080.88
193763	WEEKLY CLAIMS	1,394.94
193764	WEEKLY CLAIMS	2,186.34
	VENDOR TOTAL:	**4,662.16**
2672-UMB BANK		
193765	JUNE 2025 P-CARDS	112,232.66
	VENDOR TOTAL:	**112,232.66**
	DIVISION TOTAL:	**116,894.82**
	DEPARTMENT TOTAL:	**116,894.82**
	FUND TOTAL:	**116,894.82**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES		
193766	COG FY26 EQUIPMENT REPLACEMENT CONTRIBUTION	49,500.00
193767	COG FY26 VEHICLE DEPRECIATION CONTRIBUTION	250,000.00
	VENDOR TOTAL:	**299,500.00**
	DIVISION TOTAL:	**299,500.00**
	DEPARTMENT TOTAL:	**299,500.00**
	FUND TOTAL:	**299,500.00**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2493-BLACK HILLS POWER & LIGHT		
193755	JUNE 2025 WYGEN III CAPITAL AND O&M	408,772.27
193756	JUNE 2025 CTII ENERGY	19,496.52
193757	JUNE 2025 WYGEN III ANCILLARY SERVICES	728,054.46
193758	JUNE 2025 TRANSMISSION	284,779.57
	VENDOR TOTAL:	**1,441,102.82**
2697-BLACK HILLS WYOMING LLC		
193760	JUNE 2025 CTII CAPITAL AND O&M	184,480.32
193761	JUNE 2025 CTII ENERGY	307,387.86
	VENDOR TOTAL:	**491,868.18**
	DIVISION TOTAL:	**1,932,971.00**
	DEPARTMENT TOTAL:	**1,932,971.00**
	FUND TOTAL:	**1,932,971.00**

Expenditure Approval Report
Check Approval Date of 07/28/2025

Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
193768	DRUG COSTS, WEEKLY CLAIMS, COTIVITI, CASH FLOW REG	96,489.85
193769	DRUG COSTS, WEEKLY CLAIMS, COTIVITI	98,851.79
	VENDOR TOTAL:	**195,341.64**
	DIVISION TOTAL:	**195,341.64**
	DEPARTMENT TOTAL:	**195,341.64**
	FUND TOTAL:	**195,341.64**
	GRAND TOTAL:	**2,544,707.46**

Expenditure Approval Report
Check Approval Date of 06/30/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
66666-MISC P-CARD VENDOR		
192880	ANTARES NUCLEAR VISIT - LUNCH CATERING (DEPOSIT)	50.40
193120	BLOOD DRIVE FOOD	81.90
193121	CHILDREN'S MEMORIAL REMBMBRANCE CEREMONY - BUTTERF	235.20
193129	BLOOD DRIVE FOOD	40.00
193130	WYOMING DAYS AT NIL - AIRFARE - COUNCILMAN CHRIS S	655.54
193131	WYOMING DAYS AT INL - AIRFARE - COUNCILWOMAN HEIDI	649.09
193152	BLOOD DRIVE FOOD	17.98
193153	CITY BLOOD DRIVE - REFRESHMENTS	48.00
193239	WAM CONVENTION HOTEL - MAYOR LUNDVALL	378.00
193240	WAM CONVENTION HOTEL - HEIDI GROSS	358.00
193284	COUNCIL EXEC SESSION - MEETING EXPENSE	66.47
193301	STICKERS FOR PD NATIONAL NIGHT OUT	523.95
193409	ANTARES NUCLEAR VISIT - LUNCH CATERING	201.60
193410	ANTARES NUCLEAR VISIT - BREAKFAST CATERING	170.84
	VENDOR TOTAL:	**3,476.97**
	DIVISION TOTAL:	**3,476.97**
02-ADMINISTRATION		
1334-CASPER STAR TRIBUNE		
193036	CASPER STAR TRIBUNE	33.99
	VENDOR TOTAL:	**33.99**
66666-MISC P-CARD VENDOR		
193200	MEETING EXPENSE	36.99
193201	MEETING EXPENSE	21.98
193241	WAM & WYCMA MEETINGS HOTEL - MIKE COLE	600.00
193248	MEETING EXPENSE	171.42
193322	GILLETTE NEWS RECORD YEARLY SUBSCRIPTION	120.00
	VENDOR TOTAL:	**950.39**
	DIVISION TOTAL:	**984.38**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
66666-MISC P-CARD VENDOR		
192932	4TE*CULLIGAN OF GILLETTE WATER	78.00
192940	FEDEX 00011007 SHIPPING	179.54
193331	AMAZON MKTPL*NQ6G28OS2 - WELLNESS / BARBELL AND YO	368.15
	VENDOR TOTAL:	**625.69**
	DIVISION TOTAL:	**625.69**
	DEPARTMENT TOTAL:	**5,087.04**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
66666-MISC P-CARD VENDOR		
192965	AMAZON MKTPL*N62LM2ZA0 PLANNER	20.99
193230	OFFICE DEPOT #2635 SHREDDER OIL	9.19
193300	MEADOWLARK COUNSELING FOR EMPLOYEE	458.00
193310	PRESENT A PLAQUE FOR ERC	324.70
	VENDOR TOTAL:	**812.88**
	DIVISION TOTAL:	**812.88**
21-SAFETY		
66666-MISC P-CARD VENDOR		
193254	WM SUPERCENTER #1485 SAFETY DAY SUPPLIES	705.31
193263	WAL-MART #1485 SAFETY DAY SUPPLIES	73.72
193283	DON'S SUPERMARKET SAFETY DAY SUPPLIES	12.34
	VENDOR TOTAL:	**791.37**
	DIVISION TOTAL:	**791.37**
	DEPARTMENT TOTAL:	**1,604.25**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
66666-MISC P-CARD VENDOR		
193159	IOFM IOFM MEMBERSHIP RAMSEY	1,050.00
	VENDOR TOTAL:	**1,050.00**
	DIVISION TOTAL:	**1,050.00**
26-CUSTOMER SERVICE		
66666-MISC P-CARD VENDOR		
193381	AMAZON MKTPL*NQ5L35212 MONEY COUNTER	274.16
	VENDOR TOTAL:	**274.16**
	DIVISION TOTAL:	**274.16**
34-INFORMATION TECHNOLOGY		
66666-MISC P-CARD VENDOR		
192883	CHEYENNE LITTLE AMERICA TAX CREDIT WYO DIGITAL GOV	-15.47
192884	CHEYENNE LITTLE AMERICA WYO DIGITAL GOVT SUMMIT LO	134.47
192911	WENDY'S - 9035 WYO DIGITAL GOVT SUMMIT BREAKFAST	9.74
192912	CHICK-FIL-A #03335 WYO DIGITAL SUMMIT DINNER	15.08
192939	UPS*BILLING CENTER TARIFF ON RADIO POWER SUPPLIES	37.40
193010	AMAZON MKTPL*N646936F1 KVM FOR SCADA	50.40
193035	SSL.COM CERTIFICATE OR SSL CERT	367.50
193051	AMAZON RETA* N69XM4Q20 REPLACEMENT MOUSE	41.98
193109	PADDLE.NET* IMAZING CELL PHONE RETRIEVAL SOFTWARE	100.00
193110	AMAZON RETA* NH62F5CL0 DIVIDERS FOR POLICY BINDERS	20.86
193112	AMAZON MKTPL*NH63S9MX2 REPLACEMENT ACCESS CONTROL	648.70
193164	SQSP* INV185730396 WYOCMA WEBSITE HOSTING	276.00
193165	AMAZON MKTPL*NH5CW4691 POLICY BINDERS	53.54
193205	AMAZON MARK* NA2ES14M0 REPLACEMENT MIC FOR PD INTE	43.15
193262	BORDER STATES INDUSTRIES REPLACEMENT UPS BATTERIES	49.48
193370	SQSP* INV187390371 INFORM GILLETTE WEBSITE HOSTING	276.00
193406	THE HOME DEPOT #6005 WIRE SPLICE AND DUCT SEAL FOR	14.68

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
34-INFORMATION TECHNOLOGY		
66666-MISC P-CARD VENDOR		
193433	SQSP* INV187650859 DOMAIN RENEWAL	12.00
	VENDOR TOTAL:	**2,135.51**
	DIVISION TOTAL:	**2,135.51**
	DEPARTMENT TOTAL:	**3,459.67**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
66666-MISC P-CARD VENDOR		
192890	DOLLAR TREE - SERVING PLATTER FOR RETIREMENTS / CE	6.25
192925	WENDY'S #6911 - ANNA K9 TRAINING	14.39
192926	WAL-MART #3778 - ANNA K9 TRAINING IN CASPER	16.59
192927	J'S PUB & GRILL - ANNA K9 TRAINING	24.13
192928	BOSTONS PIZZA - CASPER - ANNA K9 TRAINING	37.06
192941	USPS PO 5738000483 - PKG TO CRIME LAB	6.15
192953	CONOCO - HOMAX #1 - ANNA K9 TRAINING	16.10
192960	TEXAS ROADHOUSE #2118 - TRUJILLO / PRATHER TRAININ	86.84
192961	FULL HOUSE CHINESE RESTAU - ANNA K9 TRAINING	15.65
192967	BIG D #3 - TRUJILLO / PRATHER TRAINING	20.06
192968	PANDA EXPRESS #2019 - TRUJILLO / PRATHER TRAINING	33.50
192969	OUTBACK STEAKHOUSE - 5 - TOTZKE SRO BASIC	34.00
192979	CHICK-FIL-A #03335 - TRUJILLO / PRATHER TRAINING	23.02
192981	TST*ROLLING SMOKE BBQ - TOTZKE SRO BASIC	40.51
192983	QDOBA 2003 - TOTZKE SRO BASIC	7.46
192988	SIRCHIE ACQUISITION COMPA - TRUJILLO TRAINING	695.00
192989	SIRCHIE ACQUISITION COMPA - PRATHER TRAINING	695.00
192990	VOIANCE LLC - INTERPRETATION SERVICES	227.00
192993	FIVE GUYS WY 1515 QSR - MAHYLIS / WEINHARDT TRAINI	37.74
192994	OLIVE GARDEN ZK 0021828 - MAHYLIS TRAINING	27.40
192995	CMON INN CASPER - MAHYLIS / WEINHARDT TRAINING	156.79
193003	ANIMAL MEDICAL CENTER OF - ANNA K9 TRAINING	662.00
193011	BIG D #32 - TRUJILLO / PRATHER TRAINING	14.98
193012	SQ *BELLA FUOCO - TRUJILLO / PRATHER TRAINING	36.54
193013	TEXAS ROADHOUSE #2118 - TRUJILLO / PRATHER TRAININ	88.48
193014	PARIS WEST RESTAURANT - TRUJILLO / PRATHER TRAININ	43.15
193015	QDOBA 2003 - TOTZKE SRO BASIC	7.46
193016	TEXAS ROADHOUSE #2412 - TOTZKE SRO BASIC	48.00
193022	BEARS NATURALLY CLEAN - MAY DRY CLEANING	76.50

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
66666-MISC P-CARD VENDOR		
193023	OLIVE GARDEN ZK 0021828 - MAHYLIS / WEINHARDT TRAI	57.93
193038	SQ *RANCH EATS - TRUJILLO / PRATHER TRAINING	40.23
193039	TST*GB FISH AND CHIPS - TOTZKE SRO BASIC	25.36
193040	SQ *HEAVEN ARTISAN CREAME - TOTZKE SRO BASIC	16.81
193041	PANDA EXPRESS 674 - TOTZKE SRO BASIC	9.40
193050	TST*SILVER CREEK - LAW ENFORCEMENT BREAKFAST	210.36
193052	GDP*Police K9 Training ll - BEN HOANG TRAINING	675.00
193053	FEDEX 00012005 - PACKAGE TO PRO FORCE	44.46
193082	FAIRFIELD INN & SUITES - TRUJILLO / PRATHER TRAINI	864.45
193083	BEJO - TRUJILLO / PRATHER TRAINING	101.99
193084	SHELL OIL 57446511305 - TRUJILLO / PRATHER TRAININ	31.32
193087	RAISING CANES 0489 - TOTZKE SRO BASIC	6.93
193088	RESIDENCE INN - TOTZKE SRO BASIC	853.13
193089	TST*TAVERN 242 - TOTZKE SRO BASIC	48.00
193090	PY *KFTEA - THORNTON CO - TOTZKE SRO BASIC	7.27
193094	MENARDS GILLETTE WY - K9 SUPPLIES - HOANG	26.23
193101	AMAZON MKTPL*NH8E145Z2 - FILE ORGANIZER FOR OFFICE	37.76
193102	USPS PO BOXES ONLINE - PO BOX YEARLY FEE	360.00
193123	AMAZON MKTPL*NH2934GU0 - COX PHONE CASE	26.24
193140	IN *WYOMING WATER SOLUTIO - WATER FOR PD & ACO	127.50
193144	RED HILLS VETERINARY HOSP - EUTHANASIA	150.60
193154	IAAI - TRUJILLO / PRATHER TRAINING	103.00
193160	USPS PO 5738000483 - PKG TO CRIME LAB	21.15
193204	THE HOME DEPOT 6005 - SHELFS FOR PD WEST	218.98
193209	SQ *ACTION LOCK AND KEY - KEYS FOR BEARCAT	25.14
193215	MENARDS GILLETTE WY - K9 SUPPLIES - HOANG	28.83
193270	SQ *FIXIN' STITCHES - UNIFORM PATCHES & VEST FIX	126.00
193271	BEARS NATURALLY CLEAN - MAY DRY CLEANING	149.75
193272	BEARS NATURALLY CLEAN - JUNE DRY CLEANING	183.50

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
66666-MISC P-CARD VENDOR		
193278	ANIMAL MEDICAL CENTER OF - K9 FRITZ	472.75
193311	B&H PHOTO 800-606-6969 REPLACEMENT PRINTER FOR SHE	349.00
193330	TST*THE PRIME RIB RESTAU - LUNCH WITH SHERIFF	61.57
193332	P4P 888-777-1762 - K9 DOG FOOD	269.58
193335	ACTION TARGETS - TARGETS	329.98
193355	OFFICE DEPOT #2635 - OFFICE SUPPLIES	93.94
193361	TEXAS ROADHOUSE #2497 - LECC CONFERENCE	98.33
193373	RECORD DISTRIBUTING 54 - PAINT FOR EVO TRAINING	24.13
193387	HAMPTON INNS - DEATON LECC CONFERENCE	220.00
193388	HAMPTON INNS - WASSON LECC CONFERENCE	220.00
193390	HAMPTON INNS - LECC CONFERENCE	220.00
193391	PERRETTS PIZZA PASTA & - LECC CONFERENCE	89.00
193416	ALBERTSONS #0067 - NIBR COURSE	23.79
193421	SPO*C85BRANDINGIRON - LECC CONFERENCE	66.00
193423	AMAZON MKTPL*NQ2KD7Z20 - TENNANT & CALE PHONE CASE	52.48
193424	WM SUPERCENTER #1485 - TRUJILLO SWEARING IN	19.91
193425	RAPIDWRISTBANDS - WRISTBANDS FOR NATIONAL NIGHT OU	760.00
193435	RESCUE ESSENTIALS - SAFETY SUPPLIES	454.83
	VENDOR TOTAL:	**11,600.36**
1808-SIR SPEEDY		
193360	SIR SPEEDY CUSTOM STAMP	83.50
	VENDOR TOTAL:	**83.50**
	DIVISION TOTAL:	**11,683.86**
41-DISPATCH		
66666-MISC P-CARD VENDOR		
192991	POSITIVE PROMOTIONS - DISPATCH SUPPLIES	47.95
	VENDOR TOTAL:	**47.95**
	DIVISION TOTAL:	**47.95**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
42-VOCA/VAWA		
66666-MISC P-CARD VENDOR		
192980	WM SUPERCENTER #1485 - SUPPLIES FOR VICTIM SERVICE	68.53
193362	MAVERIK #476 - TRAINING IN DOUGLAS FOR VICTIM SERV	33.84
193363	Subway 13956 - TRAINING IN DOUGLAS	15.73
	VENDOR TOTAL:	**118.10**
	DIVISION TOTAL:	**118.10**
44-ANIMAL CONTROL		
66666-MISC P-CARD VENDOR		
192893	GALLS - ANIMAL CONTROL / SHELTER UNIFORMS	58.05
192959	WYOMING WORK WAREHOUSE - ANIMAL CONTROL UNIFORMS	115.19
192992	WYOMING STATE BOARD OF PH - PHARMACY DUES	82.00
193293	GALLS - ANIMAL CONTROL UNIFORMS	88.59
193374	SQ *THAT EMBROIDERY PLACE - SHELTER UNIFORMS	37.38
	VENDOR TOTAL:	**381.21**
	DIVISION TOTAL:	**381.21**
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
192893	GALLS - ANIMAL CONTROL / SHELTER UNIFORMS	337.12
192924	ANIMAL MEDICAL CENTER OF - RABIES	99.00
192930	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	272.46
192943	AMAZON MKTPL*N66GI8VS2 - DONATIONS	71.97
192944	AMAZON MKTPL*NN7IH5DT0 - DONATIONS	83.89
192945	AMAZON MKTPL*N61UW51P2 - DONATIONS	246.45
192952	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER	78.00
192957	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	63.75
192958	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	63.75
193000	ANIMAL MEDICAL CENTER OF - RABIES OVERCHARGE - REF	-11.00
193001	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	158.00
193026	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	568.00
193027	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	47.00

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
45-ANIMAL SHELTER		
66666-MISC P-CARD VENDOR		
193058	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	261.50
193059	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	117.00
193106	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	167.25
193111	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	117.00
193125	AMAZON RETA* NH1U39GW0 - ANIMAL CARE	64.23
193167	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	48.50
193186	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	322.00
193187	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	364.21
193188	ANIMAL MEDICAL CENTER OF - RABIES	33.00
193189	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	97.00
193244	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	209.00
193245	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	60.75
193246	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER	137.00
193252	AMAZON MKTPL*NA0UJ6W82 - ANIMAL CARE	35.95
193274	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	97.00
193296	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	339.65
193312	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / RABIES	235.00
193313	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	181.75
193314	ANIMAL MEDICAL CENTER OF - RABIES	22.00
193334	MWI ANIMAL HEALTH - ANIMAL CARE	37.60
193341	ANIMAL MEDICAL CENTER OF - RABIES	11.00
193342	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	154.00
193371	ANIMAL MEDICAL CENTER OF - SPAY & NEUTER / GRANT	165.50
193393	MWI ANIMAL HEALTH - ANIMAL CARE	35.00
193399	RED HILLS VETERINARY HOSP - SPAY & NEUTER / RABIES	139.96
193430	MWI ANIMAL HEALTH - ANIMAL CARE	105.50
	VENDOR TOTAL:	**5,636.74**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
45-ANIMAL SHELTER		
2163-ZOETIS INC		
193126	ZOETIS INC - VACCINATIONS	633.75
193162	ZOETIS INC - VACCINATIONS	921.25
	VENDOR TOTAL:	**1,555.00**
	DIVISION TOTAL:	**7,191.74**
	DEPARTMENT TOTAL:	**19,422.86**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
66666-MISC P-CARD VENDOR		
192879	REPLACEMENT WASHER FOR POOL/POOL PROJECT LIST	479.00
192916	CH RESTROOM REPAIRS	246.97
192920	CH CUSTODIAL SUPPLIES	283.71
192933	TOOLS FOR TRUCKS	398.00
192938	POOL PROJECT LIST	32.01
192974	WAREHOUSE WATER LINE REPAIR	99.62
192986	CH HEATING LINE REPAIR	35.48
193021	ACO WATERLINE REPAIRS	116.05
193057	REPLACEMENT WATER FILTERS CH/CW	787.43
193098	COP CHAIRS FOR CHAMBERS CH	212.44
193117	NEW SWING NOZZLE FOR POOL THREE COMPARTMENT SINK	203.42
193199	FOOD FOR STAFF	175.00
193290	CH PLUMBING REPAIRS PD	62.18
193350	B&H PHOTO 800-606-6969 REPLACEMENT PD EOC DISPLAY	1,307.34
193405	SPLASH PAD BATHROOM	55.95
	VENDOR TOTAL:	**4,494.60**
	DIVISION TOTAL:	**4,494.60**
51-PARKS		
66666-MISC P-CARD VENDOR		
192885	5 GALLON BUCKET, STRAPS, CUTTERS FOR MOWING	94.14
192891	ECSC REPAIR PARTS	101.14
192892	GILLETTE AVE DRIP LINE PARTS	213.12
192894	14/16, SKYLINE, PIZZA HUT	85.80
192908	REPAIR FIELD LIGHTS LL #6	62.65
192909	REPAIR FIELD LIGHT LL #6	1,020.00
192915	SAFTEY GLOVES FOR SEASONALS	12.19
192921	SPLASH PAD VALVE	61.99
192922	VAC TRAILER HOSE	172.34
192942	GILLETTE AVE PLANTER DRIP LINE REPLACEMENT PARTS	59.94

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
66666-MISC P-CARD VENDOR		
192946	MACHINE BOLTS FOR SPLASH PAD SHELTERS	6.37
192951	GAS CAN NEEDED FOR PUMP UNIT #150121	15.97
192973	BRODY PARK/ SHOSHONE AVE	550.10
192977	DALBEY MAIN RR REPAIR PARTS	453.18
193034	REPLACEMENT RESTROOM SIGNS	311.80
193046	WEEDEATER HEAD FOR THINK WEEDS	36.99
193080	BATTING NETS ECSC	190.05
193105	REPAIR FITTING HWY 59/ VETERANS DR	11.24
193107	ENZI DR./ SINCLAIR/ GILLETTE CAMPUS	40.20
193141	REPAIR PARTS FOR ECSC TREE LINE	50.83
193190	EYE WASH STATION	9.87
193191	SUPPLIES FOR DALBEY OFFICE	13.09
193224	PARTS RETURN/ REFUND	-50.22
193225	REPAIR PARTS HWY 59 IRRIGATION	62.14
193226	REPAIR PARTS FOR MULTI PURPOSE FIELDS	99.22
193229	ENERGY MULTI PURPOSE FIELDS	11.28
193282	SPLASH PAD REPAIR	112.83
193288	MULTI VALVE FOR SAND FILTER SPLASH PAD	409.51
193292	SPLASH PAD REPAIR PARTS	340.88
193321	REFUND BATTING NET LOST IN TRANSIT	-190.05
193336	MCMANAMEN TREES	15.40
193339	MATERIAL TO REPAIR SPLASH PAD FEATURE GUARDS	12.05
193349	NOZZLE FOR VAC TRUCK	120.40
193352	BATTING NETS ECSC	190.05
193353	LL GOAL LINE MARKER	303.00
193357	IMPACT DRILL FOR MOWING	369.99
193367	REPAIR PARTS MCMANNAMEN PARK	42.86
193368	DIRT FOR EXTRA PLANTERS	29.96
193369	MCMANAMEN TREES	211.50

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
66666-MISC P-CARD VENDOR		
193380	REPLACEMENT MASONRY BIT DALBEY SHOP	20.97
193394	SPRUCE AVE TREE BELT	73.04
193396	DALBEY SHOP SUPPLIES	6.72
193397	DALBEY SHOP SUPPLIES	99.47
193428	PRIMER/ CEMENT FOR PVC SAW BLADES FOR PVC TRUCK SU	41.86
193429	PVC GLUE TRUCK 150196	11.70
	VENDOR TOTAL:	**5,917.56**
	DIVISION TOTAL:	**5,917.56**
53-FORESTRY		
66666-MISC P-CARD VENDOR		
192998	SAWDUST FOR STORING TREES	8.59
192999	SAWDUST FOR TREE STORAGE	8.59
193127	CHAINS FOR CHAINSAWS	117.00
193434	FERTILIZER	33.72
	VENDOR TOTAL:	**167.90**
	DIVISION TOTAL:	**167.90**
54-STREETS		
66666-MISC P-CARD VENDOR		
193008	RATCHET STRAPS/ MOWING	51.96
193019	IMPACT GUN FOR WELLS	349.00
193020	NEW WELDER FOR WORKSHOP	689.00
193037	POWER WASHER FOR MOWING CREW	189.99
193180	BUCKETS AND LIDS FOR PATCHING	38.76
193217	TOOLS FOR DE-WATERING WELLS	648.00
193411	NEW BOOTS FOR EMPLOYEE	200.00
193412	NEW RACHET STRAP FOR MOWING TRAILER	12.99
	VENDOR TOTAL:	**2,179.70**
	DIVISION TOTAL:	**2,179.70**
	DEPARTMENT TOTAL:	**12,759.76**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
66666-MISC P-CARD VENDOR		
192889	ASCE CONFERENCE - MATT OLSEN	1,090.00
192895	DEVELOPMENT SERVICES QUARTERLY TEAM BUILDING	141.38
192987	APWA - PWX REGISTRATION - TOBY FISKE	1,697.00
193062	AIRLINE FEE - PWX CONFERENCE - TOBY, MATT	89.72
193063	AIRLINE TICKET - PWX CONFERENCE - TOBY FISKE	665.54
193064	AIRLINE TICKET - PWX CONFERENCE - MATTHEW OLSEN	665.54
193065	AIRLINE FEE - PWX CONFERENCE - TOBY, MATT	22.56
193066	AIRLINE FEE - PWX CONFERENCE - TOBY, MATT	27.94
193067	AIRLINE FEE - PWX CONFERENCE - TOBY, MATT	35.46
193068	AIRLINE FEE - PWX CONFERENCE - TOBY, MATT	22.56
193069	AIRLINE FEE - PWX CONFERENCE - TOBY, MATT	22.56
193070	AIRLINE FEE - PWX CONFERENCE - TOBY, MATT	27.94
193071	AIRLINE FEE - PWX CONFERENCE - TOBY, MATT	35.46
193072	AIRLINE FEE - PWX CONFERENCE - TOBY, MATT	22.56
193268	APWA - PWX REGISTRATION - MATT OLSEN	884.00
	VENDOR TOTAL:	**5,450.22**
	DIVISION TOTAL:	**5,450.22**
61-BUILDING INSPECTION		
66666-MISC P-CARD VENDOR		
192895	DEVELOPMENT SERVICES QUARTERLY TEAM BUILDING	141.38
193222	AMAZON MKTPL*NA8H384U1 - OFFICE SUPPLIES	45.92
193251	AMAZON MKTPL*NA7VI2RQ2 - FLASHLIGHT	29.78
193269	WEST COAST CODE CONSULTAN - PERMIT TECH STUDY GUID	247.00
193280	INT'L CODE COUNCIL INC - RES ELECTRICAL INSPECTOR	240.00
193291	INT'L CODE COUNCIL INC - PERMIT TECH STUDY GUIDE &	382.50
193402	WEST COAST CODE CONSULTAN - RES ELEC INSPECTOR STU	97.00
	VENDOR TOTAL:	**1,183.58**
	DIVISION TOTAL:	**1,183.58**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
62-TRAFFIC SAFETY		
66666-MISC P-CARD VENDOR		
192910	WORK GLOVES	7.46
	VENDOR TOTAL:	**7.46**
	DIVISION TOTAL:	**7.46**
63-PLANNING		
66666-MISC P-CARD VENDOR		
192895	DEVELOPMENT SERVICES QUARTERLY TEAM BUILDING	62.69
192896	DEVELOPMENT SERVICES QUARTERLY TEAM BUILDING	7.99
193139	GILLETTE NEWS RECORD SUBSCRIPTION - PLANNING	65.00
193221	PLANNING COMMISSIONER RECOGNITION	10.58
193258	PLANNING COMMISSIONER RECOGNITION	100.00
193267	PLANNING COMMISSIONER RECOGNITION	100.00
	VENDOR TOTAL:	**346.26**
	DIVISION TOTAL:	**346.26**
	DEPARTMENT TOTAL:	**6,987.52**

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
65-PUBLIC AFFAIRS DEPARTMENT		
31-CITY CLERK/PRINT SHOP		
66666-MISC P-CARD VENDOR		
192937	POSTAGE	500.00
193257	POSTAGE	500.00
193266	STAMP STMNT 5.17.25-6.17.25	48.74
193420	POSTAGE	1,000.00
	VENDOR TOTAL:	**2,048.74**
	DIVISION TOTAL:	**2,048.74**
32-JUDICIAL		
66666-MISC P-CARD VENDOR		
192923	OFFICE SUPPLIES: PAPER CUTTER	31.68
	VENDOR TOTAL:	**31.68**
	DIVISION TOTAL:	**31.68**
65-PUBLIC AFFAIRS ADMINISTRATION		
66666-MISC P-CARD VENDOR		
193395	MEETING EXPENSE	86.70
193408	CANVA MONTHLY SUBSCRIPTION	30.00
	VENDOR TOTAL:	**116.70**
	DIVISION TOTAL:	**116.70**
	DEPARTMENT TOTAL:	**2,197.12**
	FUND TOTAL:	**51,518.22**

Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
66666-MISC P-CARD VENDOR		
193007	ADOPT A PLANTER GILLETTE AVE BASKETS	86.82
193151	ADOPT A PLANTER FLOWERS	245.74
193377	8-STATION BOARD AT DALBEY - CENTRAL CONTROL PH 2	675.00
	VENDOR TOTAL:	**1,007.56**
	DIVISION TOTAL:	**1,007.56**
	DEPARTMENT TOTAL:	**1,007.56**
	FUND TOTAL:	**1,007.56**

Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
66666-MISC P-CARD VENDOR		
192897	FOX RIDGE CB	124.43
192929	FOX RIDGE CB	28.52
192955	FOX RIDGE CB	186.92
192956	FOX RIDGE CB	9.85
193168	FREEDOM HILLS CB	104.34
193192	AMERICAN RD CB	151.39
193193	AMERICAN RD CB	53.39
193372	FREEDOM HILLS CB	433.66
	VENDOR TOTAL:	**1,092.50**
	DIVISION TOTAL:	**1,092.50**
	DEPARTMENT TOTAL:	**1,092.50**
	FUND TOTAL:	**1,092.50**

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
66666-MISC P-CARD VENDOR		
192888	RETURN/ROBIN KUNTZ RETIREMENT GIFT	-16.99
193219	UTIL DEPT ENTRANCE FLOWER POTS	69.96
193250	MONTHLY SERVICE CHARGE (05.15.25 TO 06.15.25)	37.49
193298	DINNER ON 6.18.25 (ASSE CROSS CONNECTION CONTROL R	57.00
193299	PARKING/ASSE CROSS CONNECTION CONTROL RECERT CLASS	16.00
193317	DINNER ON 6.19.25 (ASSE CROSS CONNECTION CONTROL R	67.62
193318	DINNER ON 6.20.25 (ASSE CROSS CONNECTION CONTROL R	66.77
193319	HOTEL (ASSE CROSS CONNECTION CONTROL RECERT CLASS)	671.18
	VENDOR TOTAL:	**969.03**
	DIVISION TOTAL:	**969.03**
71-ELECTRICAL ENGINEERING		
66666-MISC P-CARD VENDOR		
192903	CAR RENTAL/UTILITY EXPO 2025	338.03
192904	AIRFARE/UTILITY EXPO 2025	543.34
192905	ADVANCING SAFETY IN THE ELECTRIC UTILITY REGISTRAT	149.00
192934	CITY OF GILLETTE BUSINESS APPAREL (RETURN)	-13.64
192963	MILSOFT USERS CONFERENCE/CHECKED BAG	40.00
192964	MILSOFT USERS CONFERENCE/BREAKFAST ON 6.02.25	14.93
192972	LUNCH ON 6.2.25 (DAVID FREEMAN/MISTY REYNOLDS)/MIL	30.17
193032	DINNER ON 6.4.25 (DAVID FREEMAN/MISTY REYNOLDS)/MI	27.33
193033	MILSOFT USERS CONFERENCE/LUNCH ON 6.5.25	22.75
193048	LUNCH ON 6.5.25/MILSOFT USERS CONFERENCE	14.50
193074	MILSOFT USERS CONFERENCE/BREAKFAST ON 6.6.25	15.46
193075	LUNCH ON 6.6.25 (DAVID FREEMAN/MISTY REYNOLDS)/MIL	45.96
193076	MILSOFT USERS CONFERENCE/CHECKED BAG	40.00
193077	MILSOFT USERS CONFERENCE/HOTEL	1,247.56
193078	DINNER ON 6.5.25/MILSOFT USERS CONFERENCE	20.75
193096	MILSOFT USERS CONFERENCE/HOTEL	1,247.56
193097	BREAKFAST ON 6.6.25/MILSOFT USERS CONFERENCE	4.26

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
71-ELECTRICAL ENGINEERING		
66666-MISC P-CARD VENDOR		
193179	FR SHIRTS (TAX REMOVED ON SEPARATE RECEIPT)	298.17
193385	EMBROIDERY CITY LOGO/NEW FR SHIRTS	42.00
193407	EMBROIDERY/CITY OF GILLETTE LOGO	45.00
	VENDOR TOTAL:	**4,173.13**
	DIVISION TOTAL:	**4,173.13**
76-SCADA		
66666-MISC P-CARD VENDOR		
192900	ACCIDENTAL PERSONAL CHARGE/CONNIE ANDERSON (REIMBU	9.73
192984	AMAZON MKTPL*N69393A40 - OFFICE SUPPLIES	369.99
193042	Ariat International Inc. - Jacob Norfolk's FR Clo	419.79
193043	Ariat International Inc. - Jacob Norfolk's FR Clo	855.33
193044	WYOMING WORK WAREHOUSE - Jacob Norfolk's FR Pants	332.97
193045	WYOMING WORK WAREHOUSE - Jacob Norfolk's Boots	114.29
193135	BORDER STATES INDUSTRIES - Jacob Norfolk Truck Too	138.11
193136	BORDER STATES INDUSTRIES - Jacob Norfolk Truck 146	997.43
193157	THE HOME DEPOT #6005 - Jacob Norfolk Truck 146 Too	183.82
193169	SCADA TOOLS	84.87
193175	THE HOME DEPOT #6005 - TOOLS	59.97
193195	SHOVELS FOR UNIT 240003	69.25
193207	BORDER STATES INDUSTRIES - TOOLS	587.53
193208	Ariat International Inc. - FR CLOTHING	425.74
193210	Ariat International Inc. - Casey Herrmann FR Clot	466.99
193211	Ariat International Inc. - Casey Herrmann FR Clot	314.84
193249	THE HOME DEPOT #6005 - TRUCK TOOLS	398.00
193256	Ariat International Inc. - Casey Herrmann FR Clot	167.90
193303	AMAZON RETA* NA6LD3Y80 - FR CLOTHING	399.75
193383	PY *GILLETTE PRINTING & E - Jacob Norfolk Lockout	102.18

Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
76-SCADA		
66666-MISC P-CARD VENDOR		
193401	5 SIDED SOCKET FOR FIBER VAULTS	51.56
	VENDOR TOTAL:	**6,550.04**
	DIVISION TOTAL:	**6,550.04**
	DEPARTMENT TOTAL:	**11,692.20**
	FUND TOTAL:	**11,692.20**

Expenditure Approval Report
Check Approval Date of 06/30/2025

Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
66666-MISC P-CARD VENDOR		
192978	ITEMS FOR WASH TRAILER	252.12
193009	CREDIT BACK ITEMS FOR WASH TRAILER	-114.99
193379	CAR CHARGES FOR SW IPADS	71.91
	VENDOR TOTAL:	**209.04**
	DIVISION TOTAL:	**209.04**
	DEPARTMENT TOTAL:	**209.04**
	FUND TOTAL:	**209.04**

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
192887	MADISON WELL M11 MATERIALS	36.57
192947	PINE RIDGE DISINFECTION	71.88
192948	MATERIALS FOR 4100 TEPEE	29.08
192996	WY LEVEL 1 WATER TREATMENT PLANT EXAM	106.00
193004	FIRE HYDRANTS PAINT REMOVAL	34.90
193005	HYDRANT MAINTENANCE SUPPLIES	33.70
193018	PRDF BT 30	239.91
193031	PARTS FOR NEW ELECTRICAL RECEPTICAL AT DC2	8.57
193060	CONDUIT PARTS FOR WELL M-3	53.81
193081	CONCRETE FOR TANK	180.02
193085	DOOR SEAL PARTS FOR PS-1	27.98
193086	DOOR SEAL PARTS FOR PS-1	50.96
193095	DC1 SURGE TANK INSPECTION	211.95
193108	RMWEA WATER & WASTEWATER OPERATORS CONFERENCE REGI	1,175.00
193113	HIGH VISABILITY T-SHIRTS FOR 4 SEASONALS	70.80
193114	AWWA ACE2025 DENVER CONVENTION PARKING FEE (6/8/25	37.10
193115	AWWA ACE2025 DENVER CONVENTION (DINNER 6/7/25)	28.92
193116	AWWA ACE2025 DENVER (DINNER 6/7/25)	53.37
193119	AWWA ACE2025 DENVER CONVENTION PARKING FEE (OVERNI	18.99
193122	MATERIALS TO REPAIR IRRIGATION LINES HIT DURING FI	98.25
193128	AWWA ACE2025 DENVER CONVENTION (DINNER 6/8/25 3 EM	114.45
193133	DISINFECTING PIPE	10.76
193134	BORDER STATES INDUSTRIES - WATER TANK INTRUSION	303.31
193143	AWWA ACE2025 DENVER CONVENTION (6/9/25 LUNCH 3 EMP	60.33
193145	AWWA ACE2025 DENVER CONVENTION (PARKING FEE 6/9/25	18.00
193147	CONDUIT AND PARTS FOR WELL M-3	112.46
193148	AWWA ACE2025 DENVER CONVENTION (DINNER 6/10/25)	45.17
193149	AWWA ACE2025 DENVER CONVENTION (PARKING FEE 6/10/2	18.00
193156	AMAZON MKTPL*NA73X70J2 - WATER TANK INTRUSION	823.28

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
193170	AWWA ACE2025 DENVER CONVENTION (6/10/25 DINNER 3 E	156.70
193171	AWWA ACE2025 DENVER CONVENTION (PARKING FEE 6/10/2	4.00
193172	HIGH VISABILITY T-SHIRT FOR 1 SEASONAL	17.60
193173	AWWA ACE2025 DENVER CONVENTION (PARKING FEE 6/11/2	18.00
193174	MISC. TOOLS	26.46
193176	CP CONNECTIONS	38.36
193182	AWWA ACE2025 DENVER CONVENTION (LUNCH 6/11/25 4 EM	69.55
193183	DEQ WATER DEPT EXAM (FUEL FOR UNIT 159)	29.66
193194	AWWA ACE2025 DENVER CONVENTION (FUEL)	61.99
193198	AWWA ACE2025 DENVER LODGING	862.35
193202	CONCRETE SUPPLIES	64.88
193203	CONCRETE SUPPLIES	13.14
193216	M11/12 ARV INSTALL	152.79
193231	AWWA ACE2025 DENVER CONVENTION LODGING	862.35
193232	PS-1 FIRE EXTINGUISHER	12.90
193242	AWWA ACE2025 DENVER CONVENTION LODGING	937.35
193243	AWWA ACE2025 DENVER CONVENTION LODGING	689.88
193247	AWWA ACE2025 DENVER CONVENTION LODGING	749.88
193255	T-POSTS FOR 30" BO REPAIRS	26.45
193264	CONCRETE SUPPLIES	129.06
193279	SMALL WATER SYSTEM: WELLS COURSE	100.00
193287	30" BO REPAIR PARTS	396.19
193289	MATERIALS TO FINISH FORMING SIDEWALK PANNEL AT MAD	37.80
193294	EYEWASH STATION FOR PS-1	155.55
193295	HYDRANT PAINT	136.08
193297	SCREET BOARD FOR CONCRETE	9.35
193302	CONCRETE SUPPLIES	160.36
193304	MISC. RERP DC1 MANBUI PRDF	93.75
193305	TRUCK TOOL	26.97

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
193326	UNIT 231 TRUCK STOCK	131.90
193327	MATERIALS FOR 30" B.O. PROJECT	476.70
193328	M11 MATERIALS	89.24
193337	GREASE & WIRE FOR 30" DIG	244.59
193338	ZINC PLATED SLOTTED STEEL FLAT BAR	72.00
193343	WWA SUMMER CONFERENCE LODGING	246.40
193344	WWA SUMMER CONFERENCE (LUNCH 6/20/25)	18.50
193358	PRDF GEN 20 CLEANING	107.74
193378	PAINT FOR MADISON & DONKEY CREEK SIGNS	119.76
193384	PRDF FISH TANK GE10/20 REPAIRS	6.47
193398	HAND TOOLS & ITEMS FOR UNIT 33	164.28
193431	PAINT FOR HYDRANTS	207.36
193432	MATERIALS FOR DISTRIBUTION PROJECT	7.50
	VENDOR TOTAL:	**12,005.36**
2038-POWDER RIVER POWER		
192970	Z3R1 LEVEL TRANSDUCER	85.92
193047	MATERIALS FOR ALL SURGE TANKS	99.04
193238	MATERIALS FOR VAC TRUCK	430.52
	VENDOR TOTAL:	**615.48**
	DIVISION TOTAL:	**12,620.84**
77-SWIMMING POOL		
66666-MISC P-CARD VENDOR		
192878	FUSES FOR CHEMICAL CONTROLLER	3.98
192901	SUNSCREEN FOR POOL	48.04
192902	POOL SUPPLIES	54.97
192962	POOL SUPPLIES	39.99
193150	POOL SUPPLIES	56.99
193281	SUPPLIES FOR CITY POOL	183.16
193315	SUPPLIES FOR CITY POOL	209.58

Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
77-SWIMMING POOL		
66666-MISC P-CARD VENDOR		
193316	SUPPLIES FOR CITY POOL	48.52
193403	POOL SUPPLIES/GAUZE PADS	27.54
	VENDOR TOTAL:	**672.77**
	DIVISION TOTAL:	**672.77**
	DEPARTMENT TOTAL:	**13,293.61**
	FUND TOTAL:	**13,293.61**

Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
66666-MISC P-CARD VENDOR		
192906	BOLTS FOR BOLT CUTTERS	74.25
192918	PARTS FOR 250241	569.10
192931	LIGHT SWITCH/AXEL SUBSTATION	11.74
192949	B&H PHOTO 800-606-6969 BRACKETS FOR SUBSTATION CAM	39.00
192950	B&H PHOTO 800-606-6969 BRACKETS FOR SUBSTATION CAM	199.00
193055	DESICCANT/SUBSTATION TRANSFORMERS	190.46
193079	TOOL ORGANIZER	60.93
193100	BUCKETS	17.88
193103	STORAGE BINS	15.47
193104	SHOVEL FOR UNIT #77	22.87
193124	DESICCANT BREATHER	592.00
193161	FR WORK CLOTHES/JOSH MITCHELL	940.41
193220	FEDEX 00011007 SHIPPING	35.44
193259	STEEL TOE WORK BOOT	184.49
193273	PIPE FITTING	4.59
193306	2025 PLANNER/JOSH MITCHELL	27.74
193307	NAILS	7.37
193309	DESICCANT/SUBSTATION TRANSFORMERS	100.07
193340	ELECTROLYTE PACKETS	87.96
193345	EMBROIDERY (MATT/QUINTON/COLT SHIRTS)	126.00
193356	BORDER STATES INDUSTRIES - SUBSTATION AI DETECTION	30.94
193364	FENCE PANELS/DONKEY CREEK SUB SWITCH	359.97
193392	NAILS	14.74
193436	ALUMINUM FOR SWITCH HANDLES	24.99
	VENDOR TOTAL:	**3,737.41**
	DIVISION TOTAL:	**3,737.41**
	DEPARTMENT TOTAL:	**3,737.41**
	FUND TOTAL:	**3,737.41**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
192877	SCHEDUAL 80 FITTINGS & VAVLES FOR FERRIC ROOM CORR	134.25
192881	FILTER RESTOCK FOR WWTP	494.82
192886	HOSES FOR A BASINS	152.54
192898	M3 BLUE WHITE PUMP ROLLER ASSEMBLY FOR FERRICK PUM	262.54
192899	BUCK PRESSURE VALVE FOR FERRIC DISCHAARGE PIPE (BL	237.00
192913	SAFETY SUPPLIES	576.54
192914	REPLACEMENT HOSES/PARTS	179.74
192954	LADDERS AND ROPE FOR BLOWER RAS PROJECT (INVENTORY	831.99
192971	LEVER HOIST AND STRAPS FOR BLOWER RAS PROJECT	404.74
192976	BRASS FITTINGS FOR SEAL WATER SENSOR	68.68
192985	PAINT SUPPLIES FOR BOXELDER LS	14.46
193006	LAB SUPPLIES	99.04
193017	INVENTORY	5.99
193028	GREASE BUCKET FOR NEW GRIT BASIN (WWTP) INVENTORY	510.00
193029	BRASS FITTINGS FOR SEAL WATER SENSOR	20.93
193054	SPREADER BAR FOR CAMPLEX LIFT STATION	516.40
193073	LAB TESTING	749.24
193092	CHAIN TO SECURE CAMPLEX LS	17.48
193093	SAFETY SUPPLIES (HEADWORKS)	450.72
193137	CHAINS FOR PUMP PULLING AT CAMPLEX LS	309.26
193146	WEF MEMBERSHIP	117.00
193155	REPLACEMENT PARTS AND TOOLS FOR WWTP	171.58
193196	REPLACEMENT LAMP FOR MAINTENANCE BUILDING	164.01
193197	PARTS AND CABLE FOR TEMP POWER TO PRIMARY CLARIFIE	431.97
193206	BORDER STATES INDUSTRIES - INPLANT PUMP 1402 UPGRA	101.89
193212	NEW WORK BOOTS	200.00
193223	WORK BOOTS	200.00
193285	WINDSOCK REPLACEMENT PARTS	425.42
193286	PLUMBING TOOLS FOR WWTP	102.89

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
193308	O-RINGS, BOLTS & NUTS (PLANT RAS PROJECT)	822.33
193323	GASKET & PIPE RISER	113.81
193325	SAFETY BOOTS	164.69
193333	SPREADER BAR FOR CAMPLEX LIFT STATION	1,185.38
193346	FEMA CLASS IN AVON, CO (DINNER 6/22/25)	16.90
193347	LODGING FOR FEMA CLASS IN AVON, CO	652.83
193348	FEMA CLASS IN AVON, CO (FUEL)	65.40
193351	STEEL TOE WORK BOOTS	184.99
193354	SUPPLIES FOR PARTY FOR WWTF	66.90
193365	FEMA CLASS IN AVON, CO (DINNER 6/24/25)	24.00
193366	FEMA CLASS IN AVON, CO (DINNER 6/23/25)	16.95
193375	2 OFFICE CHAIRS FOR BRETT P & BRETT B'S OFFICE	645.04
193376	PARTS FOR INPLANT AUTOGATES	362.12
193382	MOTOR SHIMS	66.08
193400	ROLL CAB TOOLBOX FOR SHOP (BLD 1700)	899.99
193413	TOOLS FOR STOCK	223.45
193414	TOOLBOX	599.99
193415	TOOL STORAGE	430.42
193417	BORDER STATES INDUSTRIES - CENTRIFUGE OVERHEAD DOO	222.84
193418	PIPECLAD	180.00
193419	CLEVIS HANGER 14" (X5)	707.90
193422	FEMA CLASS IN AVON, CO (DINNER 6/25/25)	45.63
193426	APPRECIATION DAY MEAL	377.00
	VENDOR TOTAL:	**16,025.76**
1697-NORTHWEST SCIENTIFIC INC		
193261	LAB CHEMICALS	111.21
193320	LAB CHEMICALS	628.64
193404	LAB SUPPLIES	141.08
	VENDOR TOTAL:	**880.93**

Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1544-SALSBURY INDUSTRIES		
193427	LOCKERS FOR SCALEHOUSE	1,802.86
	VENDOR TOTAL:	**1,802.86**
	DIVISION TOTAL:	**18,709.55**
	DEPARTMENT TOTAL:	**18,709.55**
	FUND TOTAL:	**18,709.55**

Invoice Number	Invoice Description	Amount
506-FIBER FUND		
70-UTILITIES		
78-FIBER		
66666-MISC P-CARD VENDOR		
192975	8 POLE TEST SWITCH FOR CITY HALL LOCATE STATION	195.50
193030	LOCATOR STATION ENCLOSURE FOR CITY HALL	80.70
193061	ALUMINUM LUGS FOR CITY HALL LOCATORS STATION	15.68
193118	BRADY PERMASLEEVE LABELS	84.54
193253	TERMINAL LUGS FOR LOCATE STATION	19.60
193260	GROUND ROD CLAMPS FOR FIBER VAULT	15.84
	VENDOR TOTAL:	**411.86**
	DIVISION TOTAL:	**411.86**
	DEPARTMENT TOTAL:	**411.86**
	FUND TOTAL:	**411.86**

Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
66666-MISC P-CARD VENDOR		
193049	FLEET EXHAUST HOSE	288.12
193099	SPLASH PAD DRAIN LIDS	25.99
193276	LADDER STICKERS WARM INSPECTION	54.24
193277	EMERGENCY LIGHTING WARM INSPECTION	966.90
193329	CW SIGN	607.34
	VENDOR TOTAL:	**1,942.59**
	DIVISION TOTAL:	**1,942.59**
	DEPARTMENT TOTAL:	**1,942.59**
	FUND TOTAL:	**1,942.59**

Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
25-FINANCE		
28-WAREHOUSE FUND		
66666-MISC P-CARD VENDOR		
192917	WM SUPERCENTER #1485 - H20 FORKLIFT, BAGGIES, SELF	32.79
193218	BOMGAARS #66 GILLETTE - REPLACEMENT DRILL, BATTERY	219.98
	VENDOR TOTAL:	**252.77**
	DIVISION TOTAL:	**252.77**
	DEPARTMENT TOTAL:	**252.77**
	FUND TOTAL:	**252.77**

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
66666-MISC P-CARD VENDOR		
192882	SHELL OIL 57444279202 - FUEL PD 47	38.78
192907	DIESEL FUEL FOR 207 RETURN FROM CASPER	64.00
192935	CC 205 - FUEL PD 47	21.47
192936	SHELL OIL 57444279202 - FUEL PD 47	31.95
192966	BIG D #3 - FUEL PD 14	30.35
192982	QT 4250 OUTSIDE - FUEL PD 64	45.07
192997	PARTS FOR 179	101.99
193002	SHELL OIL 57446511305 0 - FUEL ACO 55	29.94
193024	NEW WEED EATER FOR WASTE WATER	550.00
193025	ASE TESTS FOR TONY	152.00
193056	PARTS AND LIGHTS FOR SHOP SIGN	24.96
193091	MAVERIK #5310 - FUEL PD 64	36.65
193132	PIC FRAMES FOR ASE	99.93
193138	NEW REWIND STARTER FOR ENGINE	39.00
193142	SHACKLES FOR VAC HEAD ON 220053 SWEEPER	38.28
193158	FOOD LANDER DEQ TRIP	62.13
193163	WEED EATER AIR FILTERS	20.00
193177	LUNCH LANDER DEQ TRIP	9.33
193178	FUEL FOR 230224 LANDER DEQ TRIP	41.05
193184	LUNCH LANDER TRIP	12.16
193185	REPLACEMENT FOR UNIT 51P101 BACK PACK BLOWER	555.00
193213	LODGING IN LANDER DEQ TRIP	428.00
193214	FOOD LANDER DEQ TRIP	38.35
193227	BIG D #48 - FUEL ACO 17	34.86
193228	SHELL OIL 57446511305 - FUEL ACO 17	18.88
193233	LODGING IN LANDER DEQ TRIP	428.00
193234	FOOD LANDER DEQ TRIP	38.35
193235	FOOD LANDER DEQ TRIP	5.48
193236	FOOD LANDER TRIP	11.96

Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
66666-MISC P-CARD VENDOR		
193237	ACCIDENTAL P CARD PURCHASE TONY PAID CLERK	1.60
193265	LIGHTS FOR SIGN IN OFFICE	14.99
193275	TIGHTNERS FOR WEED EATERS	72.00
193324	LIGHTS FOR SHOP SIGN	16.98
193359	FOOD FOR JIM WILLIAMSON RETIREMENT FOR CREW	180.47
193386	CARBS FOR WASTE WATER MOWER	34.98
193389	PHILLIPS 66 - PIT STOP 2 - FUEL PD 1	48.74
	VENDOR TOTAL:	**3,377.68**
	DIVISION TOTAL:	**3,377.68**
37-VEHICLE REPLACEMENT		
66666-MISC P-CARD VENDOR		
192919	BED TOOL BOXES FOR WASTE WATER PICKUP BUILD	3,807.10
	VENDOR TOTAL:	**3,807.10**
	DIVISION TOTAL:	**3,807.10**
	DEPARTMENT TOTAL:	**7,184.78**
	FUND TOTAL:	**7,184.78**

Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND		
25-FINANCE		
38-LIABILITY INSURANCE		
66666-MISC P-CARD VENDOR		
193166	B&H PHOTO 800-606-6969 REPLACEMENT MONITOR	799.99
193181	REPAIR PARTS FOR INCIDENT ON 4J/WESTOVER	380.58
	VENDOR TOTAL:	**1,180.57**
	DIVISION TOTAL:	**1,180.57**
	DEPARTMENT TOTAL:	**1,180.57**
	FUND TOTAL:	**1,180.57**
	GRAND TOTAL:	**112,232.66**

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Member Smith - $369.78

SUGGESTED ACTION:

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

CASE BACKGROUND:

Travel Reimbursement - $369.78 - Idaho National Labs Conference

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Conflict Claims

Expenditure Approval Report
Check Approval Date of 08/04/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
55555-MISC EMPLOYEE VENDOR		
193752	TRAVEL REIMBURSEMENT	369.78
	VENDOR TOTAL:	**369.78**
	DIVISION TOTAL:	**369.78**
	DEPARTMENT TOTAL:	**369.78**
	FUND TOTAL:	**369.78**
	GRAND TOTAL:	**369.78**

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Member Gross - $679.19

SUGGESTED ACTION:

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

CASE BACKGROUND:

Travel Reimbursement - $679.19 - Idaho National Labs Conference

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:
Conflict Claims

Expenditure Approval Report
Check Approval Date of 08/04/2025

Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
55555-MISC EMPLOYEE VENDOR		
193753	TRAVEL REIMBURSEMENT	679.19
	VENDOR TOTAL:	**679.19**
	DIVISION TOTAL:	**679.19**
	DEPARTMENT TOTAL:	**679.19**
	FUND TOTAL:	**679.19**
	GRAND TOTAL:	**679.19**

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Years of Service Recognition - Brian Law, Utilities, 30 Years of Service

STAFF REFERENCE:

Joff Pilon, Utilities Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

A Proclamation Designating August 27, 2025 as *Happy Girls Don't Do That Day.*
~ MaLinda Perry

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Proclamation 2025

Proclamation

WHEREAS "Happy Girls Don't Do That" is a distinguished organization dedicated to educating individuals on the principles of happiness, gratitude, and positivity; and

WHEREAS, the organization focuses on individual development, fostering personal growth and self-awareness to empower individuals to lead fulfilling lives; and

WHEREAS "Happy Girls Don't Do That" extends its mission to community development, encouraging a culture of support, kindness, and collaboration among community members; and

WHEREAS, through workshops, seminars, and community events, the organization has made significant contributions to enhancing the well-being and resilience of our community; and

WHEREAS, August 27, 2025, is designated to celebrate and acknowledge the positive impact of "Happy Girls Don't Do That" on both individuals and the community as a whole.

NOW, THEREFORE, I, Shay Lundvall, Mayor of the City of Gillette, do hereby proclaim August 27, 2025, as:

"Happy Girls Don't Do That Day"

in Gillette and urge all citizens to recognize and participate in the events and activities associated with this day, celebrating the values of happiness, gratitude, and positivity that this organization so passionately promotes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gillette to be affixed this Fourth day of August 2025.

_____ _____

Shay Lundvall, Mayor Alicia Allen, City Clerk (Attest)

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

A Proclamation Designating August 15th & 16th, 2025 as the *40 Year Anniversary Celebration of Cam-Plex.*
~ Laura Chapman, Campbell County Public Land Board Chair and Aaron Lyles, Cam-Plex Executive Director

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Proclamation 2025

Proclamation

WHEREAS; In August, 1980, the University of Wyoming Experimental Farm was closed and

WHEREAS; a group of community citizens approached the Campbell County Commissioners with the request to save the land and trees from potential development and

WHEREAS; the Campbell County Joint Powers Land Board was formed on June 2, 1981 to procure land, plan and develop what is now known as Cam-Plex in order to "enhance the educational, recreational, and cultural lives of the inhabitants of Campbell County" and

WHEREAS; State Senator John Ostlund, Mayor Mike Enzi, Gillette City Council and the Campbell County Commissioners along with approval from the Wyoming Legislature came together to purchase the land and

WHEREAS; the citizens of Campbell County passed a bond issue to pay for the purchase of the land and construction began in 1983 to build facilities to replace the old fairgrounds and

WHEREAS; the initial facilities of Energy Hall, Central Pavilion, East Pavilion, and Morningside Park along with various support buildings were completed and the grand opening of Cam-Plex took place on August 14, 1985 to kick off the Campbell County Fair as the first official event to be held at Cam-Plex and

WHEREAS; the Heritage Center Theater opened in 1989 and various other improvements added during the 1990's including Wrangler Arena and

WHEREAS; in 2005, Campbell County voters approved a Specific Purpose Excise Tax (sales tax) to raise $22 million to build the multi-purpose Wyoming Center and the Campbell County Commissioners and City Council agreed to each fund an additional $10.5 million to cover an additional cost due to nationwide building cost inflation and

WHEREAS; the multi-purpose facilities at Cam-Plex have been a gathering place for the community and hosted a variety of local, state, regional and national events contributing to the general enjoyment of Campbell County citizens and benefiting the local economy

THEREFORE; be it resolved that August 15th and 16th, 2025 be declared the

40 Year Anniversary Celebration of Cam-Plex

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gillette to be affixed this Fourth day of August 2025.

_____ _____

Shay Lundvall, Mayor Alicia Allen, City Clerk (Attest)

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

ECED Update - Rusty Bell, CEO

STAFF REFERENCE:

Michael H. Cole, City Administrator

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Chapter 13 Nuisance Compliance Presentation

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Things to Know Video for August, 2025

STAFF REFERENCE:

VIDEO - Jennifer Toscana, Public Affairs Director

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of a Request for Funding for the 2025 Energy Capital Start-up Challenge Pitch Competition in the amount of $10,000.00.

SUGGESTED ACTION:

Please see attached request from Energy Capital Economic Development Corporation. If approved, funds will be allocated from the General Fund, Special Projects, Outside Agency Funding and included in the next Budget Amendment.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:
Startup Challenge request

City Council Members
City of Gillette
201 E 5th Street
Gillette, WY 82716

City Administrator Mike Cole
City of Gillette
201 E 5th Street
Gillette, WY 82716

Dear Mayor, City Council Members, and Administrator Cole,

On behalf of Energy Capital Economic Development (ECED), I respectfully submit this request for the City of Gillette to allocate **$10,000 in support of the 2025 Energy Capital Start-up Challenge Pitch Competition**. We deeply appreciate the City's contribution to last year's program and the continued recognition of the importance of fostering entrepreneurship in Gillette and Campbell County. Together with the $40,000 commitment from Gillette College, the event will have the seed funding to launch another successful program.

This funding will directly support the operational costs of the program, including advertising and outreach, development of program materials, and critical one-on-one advising for local entrepreneurs. These foundational elements are essential to maintaining the consistency and professionalism that has helped establish this competition as a respected launchpad for innovative ideas in our region.

The Energy Capital Start-up Challenge is more than an event—it is a **year-round effort and catalyst for economic diversification, innovation, and job creation**. It offers a supportive framework for local residents to develop ideas into businesses, potentially addressing real community challenges in areas like housing, health care, and technology. It provides students and young professionals with an alternative to leaving the state, giving them a reason to build great careers and companies right here in Gillette.

Author Brad Feld, in his book *Startup Communities*, emphasizes that **long-term success in developing a thriving entrepreneurial ecosystem relies on strong, sustained partnerships between government, higher education, and the private sector**. Gillette has taken meaningful steps in this direction. The current collaboration between the City, County Commissioners, and Gillette College—outlined in our pending Memorandum of Understanding—demonstrates a shared commitment to the long-game of building a resilient local economy.

Programs like the Start-up Challenge cannot be at risk of vanishing year to year. They must be consistently supported if we are to build the infrastructure and trust needed to help entrepreneurs scale their ideas and succeed. Your support sends a powerful message that Gillette is serious about innovation and ready to invest in its own.

Thank you again for your past support and consideration of this request. I would be happy to provide an update at your convenience to share the impact of last year's competition and our goals for 2025.

Warm regards,
Dana Miller
Entrepreneurial Ecosystem Coordinator, Office of Economic Transformation
Start-up Challenge Program Director, Energy Capital Economic Development

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of a Special Event permit including live music at the City Park on September 14th from 6:00 p.m. to 8:00 p.m. for a Worship Service, requested by the Christian Church of Gillette.

SUGGESTED ACTION:

I move to approve the foregoing Special Event Permit.

CASE BACKGROUND:

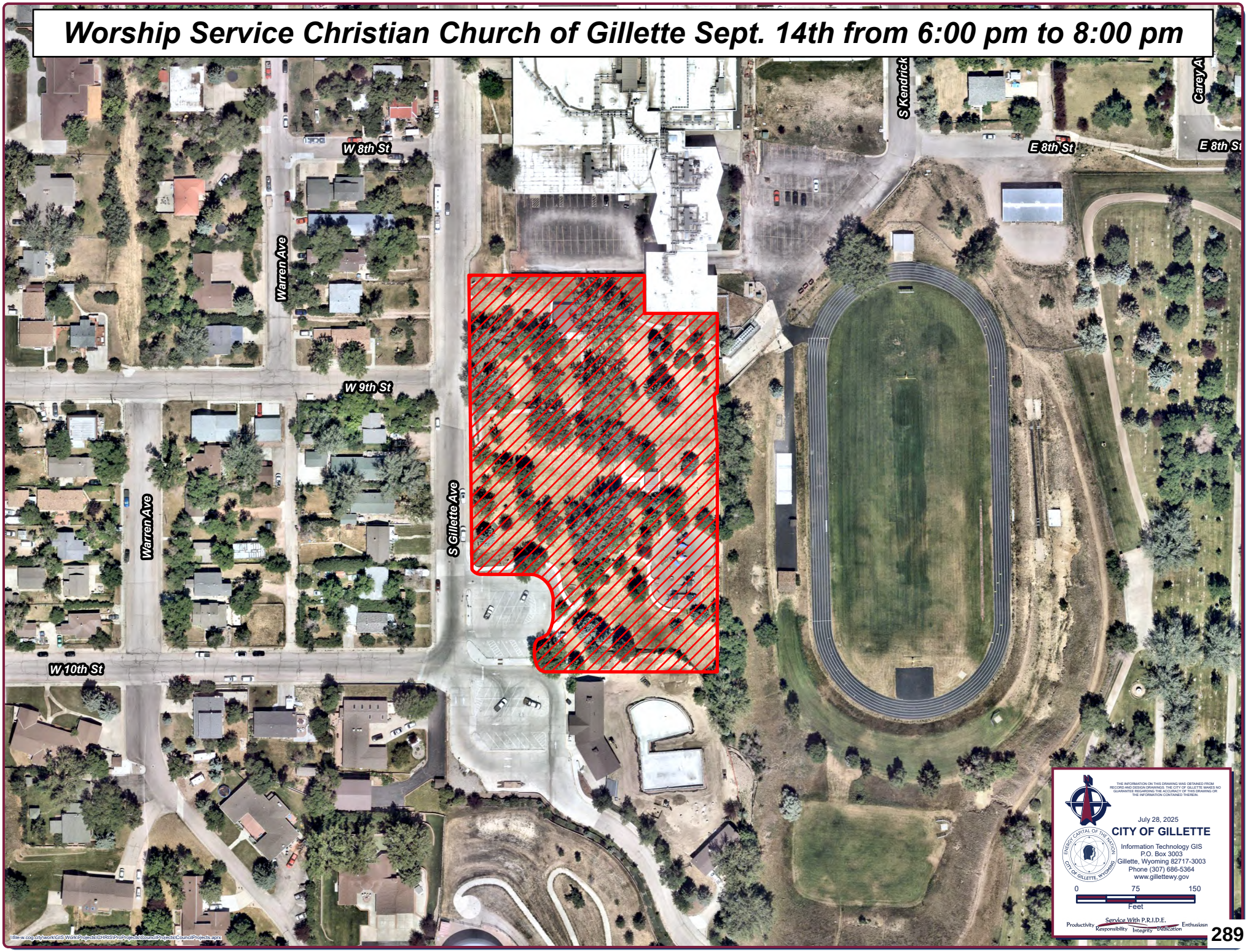
The Christian Church of Gillette has applied for a Special Event Permit to hold a church service, featuring a worship band and picnic, at City Park (909 S. Gillette Avenue). City Council approval is required because the event will include live music and/or use of a P/A system on City property per City Code 10-7-2(b). There is no Street Closure associated with this Special Event.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:
MAP

Worship Service Christian Church of Gillette Sept. 14th from 6:00 pm to 8:00 pm



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.

July 28, 2025

CITY OF GILLETTE

Information Technology GIS
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CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of a Special Event permit including a partial street closure on the corner of Gillette Ave. and 3rd St. Plaza from 6:00 p.m. on Friday, September 5 until 10:00 a.m. on Saturday, September 6th, for the purpose of setting up a large tent for the Gillette Main Street Brews & Cruise, requested by Gillette Main Street.

SUGGESTED ACTION:

I move to approve the foregoing Special Event permit.

CASE BACKGROUND:

Gillette Main Street has requested an additional street closure in conjunction with their previously approved permit for the Brews & Cruise event on September 6th. This additional street closure will give them time to set up a large tent for the event.

Closure requested for one (1) lane of traffic on the east side of the street, at the corner of Gillette Ave and 3rd Street Plaza. This would include traffic traveling North, the handicap parking spaces, and possibly 2-3 additional parking spaces located in front of 301 S Gillette Ave (1935 Refined Western).

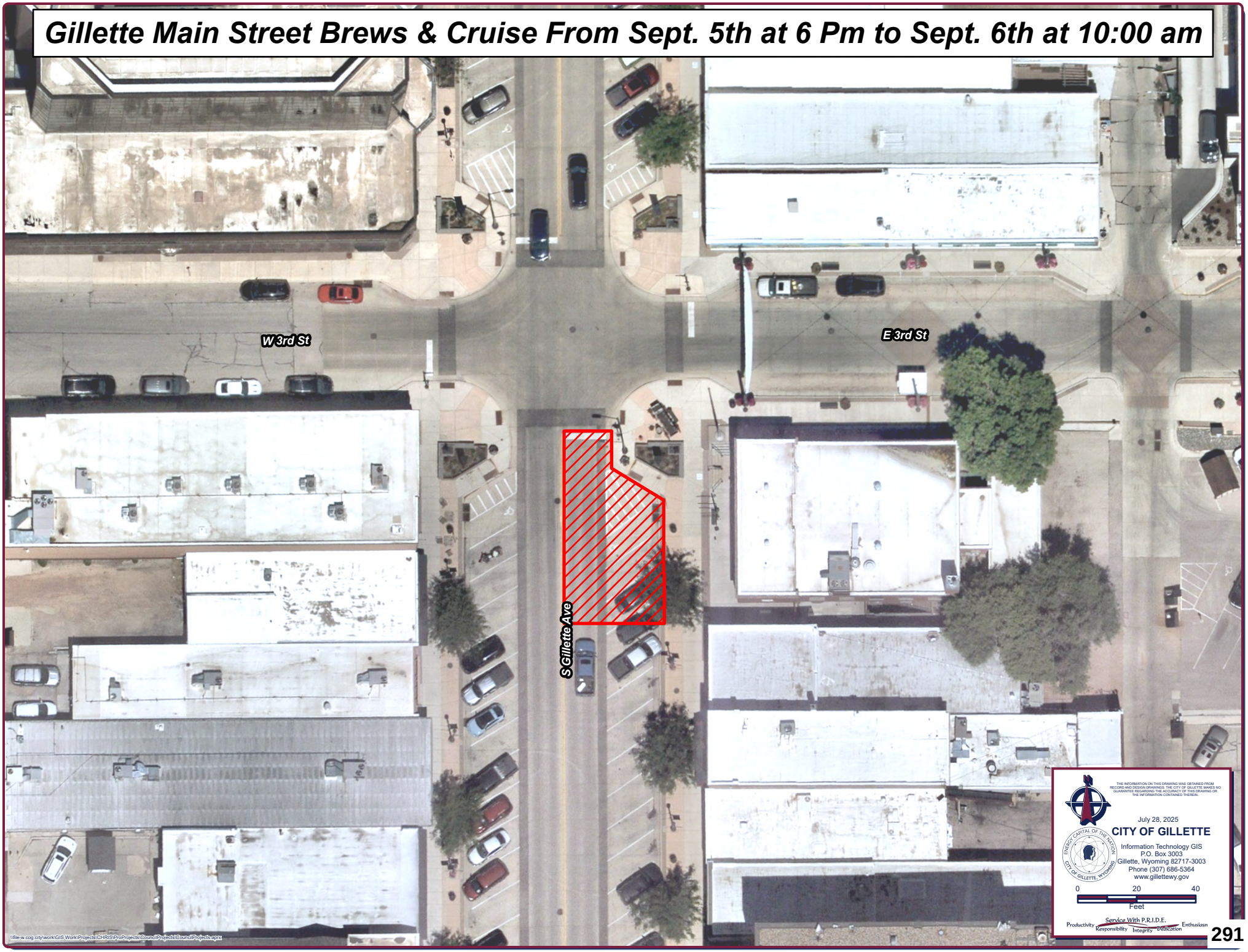
No barricades are needed.

STAFF REFERENCE:

MAP - Jennifer Toscana, Pubic Affairs Director

ATTACHMENTS:
MAP

Gillette Main Street Brews & Cruise From Sept. 5th at 6 Pm to Sept. 6th at 10:00 am



CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration for the Acceptance of Public Improvements for the Providence Crossing Park Irrigation Project, Installed by G & G Landscape, Inc. in the Amount of $140,000.00 (1% Project).

SUGGESTED ACTION:

I move for the approval of the Acceptance of Public Improvements for the Providence Crossing Park Irrigation Project, Installed by G & G Landscape, Inc. in the Amount of $140,000.00 (1% Project).

PROJECT NUMBER:

25EN26

CASE BACKGROUND:

The Providence Crossing Park Irrigation Project provided a newly installed in-ground irrigation system, POC Assembly and Calsense Irrigation controller at Providence Crossing Park within the City of Gillette Parks System. (see attached map)

WHEN CONSTRUCTED: The Park and its associated irrigation system was originally constructed between 2013 and 2014.

WHY NEEDED: The existing irrigation system was largely removed as a result of the Providence Crossing Park Drainage Project and rendered inoperable. This project restored irrigation to the southeast side of the park where the playground and picnic shelter are located. The previous point of connection and meter vault were in a relatively inaccessible location prior to this project. The project provided for relocating the point of connection, meter vault and controller to a much more easily accessed location just north of the Hillcrest elementary school bus loop.

SCHEDULE: All physical work related to the project and agreement was completed on June 30, 2025. The project was completed within the allowed contract time and no liquidated damages were assessed.

FUNDING AND FINAL COST: This project was fully funded with monies allocated from the Optional 1%

Sales Tax Fund. This project was awarded to G & G Landscaping, Inc. on November 19, 2024 in the amount of $130,000. One Change Order was approved for the project to provide for unanticipated excavation, sidewalk replacement and seeding related to the installation of the POC Assembly (a critical irrigation system component). This change order provided a contract price increase of $10,000.00. The final cost of this project is $140,000.00.

ACTUAL COST VS BUDGET:

$140,000.00 Actual: $145,000.00 Budgeted

STAFF REFERENCE:

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

ATTACHMENTS:
Certificate of Final Completion
Certificate of Substantial Completion
Map
Warranty
Affidavit

CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION

Project Name: **Providence Crossing Park Irrigation Improvements**

Project No.: **25EN26**

Date of Contract: **November 19th, 2024**

Owner: City of Gillette

Contractor: **G & G Landscaping, Inc.**

Engineer: **Tobias Fiske, Project Manager**

This Certificate of Final Completion applies to:

_X_ All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

07/18/2025
Date of Final Completion

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

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

DATED this **18th** day of **July,** 2025

G & G Landscape, Inc.
CONTRACTOR (COMPANY NAME)

President
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Dustin Scallon, this 22 day of July, 2025

Witness my hand and official seal

JILL MCCARTY
Notary Public - State of Wyoming
Commission ID: 147694
My Commission Expires Jan. 31, 2029

Jill McCarty
Notary Public

My commission Expires: 1-31-2029

CITY OF GILLETTE

_____ _____
(Name), Mayor Date

(S E A L)
ATTEST:

_____
(Name), City Clerk

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: **Providence Crossing Park Irrigation Improvements**

Project No.: **25EN26**

Date of Contract: **November 19th, 2024**

Owner: City of Gillette

Contractor: **G & G Landscaping, Inc.**

This Certificate of Substantial Completion applies to:

X All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

June 30th, 2025
Date of Substantial Completion

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

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

_____ Amended Responsibilities
X Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

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

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

DATED this **18th** day of **July,** 20**25**

G & G Landscape, Inc.
CONTRACTOR (COMPANY NAME)

president
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Dustin Scallon, this 22 day of July, 2025

Witness my hand and official seal.

JILL MCCARTY
Notary Public - State of Wyoming
Commission ID: 147694
My Commission Expires Jan. 31, 2029

Notary Public

My commission Expires: 1-31-2029

CITY OF GILLETTE

(Name), Mayor Date

(S E A L)
ATTEST:

(Name), City Clerk

25EN26-Providence Crossing Park Irrigation-Project Area



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 60 feet

1 inch equals 0.01 miles

July 22, 2025

WARRANTY

(Contractor)

G & G Landscape, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the **Providence Crossing Park Irrigation Improvements (25EN26)** FOR A PERIOD OF **One Year** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for **Providence Crossing Park Irrigation Improvements (25EN26).**

DATED this **18th** day of **July,** 2025

G & G Landscape, Inc.
CONTRACTOR (COMPANY NAME)

[signature] president
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Dustin Scallon, this 22 day of July, 2025

Witness my hand and official seal

JILL McCARTY
Notary Public - State of Wyoming
Commission ID: 147694
My Commission Expires Jan. 31, 2029

[signature]
Notary Public

My commission Expires: 1-31-2029

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming CITY: Gillette

COUNTY: Campbell DATE: **07/18/2025**

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and **G & G Landscaping, Inc.** the Contractor, dated **November 19th, 2024**

For the **Providence Crossing Park Irrigation Improvements (25EN26)**
Project

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

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

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

G & G Landscaping, Inc.
Contactor

7-22-25
Date

5400 Hitt Blvd.
Address
Gillette
City
Wyoming
State
82718
Zip Code

Signed by: Dustin Scallon

President
Title

Subscribed and sworn to before me this 22 day of July, 2025

Jill McCarty
Notary Public

My Commission Expires: 1-31-2029

JILL MCCARTY
Notary Public - State of Wyoming
Commission ID: 147694
My Commission Expires Jan. 31, 2029

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration for the Acceptance of Public Improvements for the 2025 Asphalt Pothole Repair Project Constructed by Croell, Inc., in the Amount of $255,506.44 (1% Project).

SUGGESTED ACTION:

I move for the approval of the Acceptance of Public Improvements for the 2025 Asphalt Pothole Repair Project Constructed by Croell, Inc., in the Amount of $255,506.44 (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, City Council allocated funding to repair potholes throughout the City of Gillette. This project was the 4th phase of pothole repairs being completed with the allocated money from FY2025. The awarded project amount was $225,780.00. A change order was accepted in the amount of $29,726.44. Total project cost was $255,506.44. This project was fully funded by the 1% Optional Tax Fund and savings from previous years projects.

ACTUAL COST VS BUDGET:

Actual cost - $255,506.44 ; Allocated Budget - $258,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Affidavit on Behalf of Contractor
Cert of Final Completion
Warranty
2025 Pothole Repair Sites Map

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming CITY: Gillette

COUNTY: Campbell DATE: 6/24/25

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Powder River Construction, Inc. the Contractor, dated March 14th, 2025

For the **25EN08-2025 Asphalt Repair Project**
Project

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

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

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

Croell, Inc.
Contactor

6/24/25
Date

230 Croell Drive
Address

Sundance
City

Wyoming
State

82729
Zip Code

Signed by

Division Manager
Title

Subscribed and sworn to before me this 24 day of June, 2025

Notary Public

My Commission Expires: 10/29/2029

AMBER ACKERMAN
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 153483
MY COMMISSION EXPIRES: 10/29/2029

CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION

Project: **2025 Asphalt Repair Project**

Project No.: **25EN09**

Owner: **City of Gillette**

Date of Contract: **March 14, 2025**

Contractor: **Croell, Inc.**

Engineer: **Consolidated Engineers, Inc.**

This Certificate of Final Completion applies to:

__X__ All Work under the Contract Documents:

_____ The following specified portions:

_____

_____

_____

June 13, 2025
Date of Final Completion

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

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

DATED this 24 day of June, 2025

Croell, Inc.
CONTRACTOR (COMPANY NAME)

Division Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Bryson Gambrel, Division Manager this 24th day of June, 2025

Witness my hand and official seal

Amber Ackerman
Notary Public

My commission Expires: 10/29/2029

CITY OF GILLETTE

_____ _____
(Name), Mayor Date

AMBER ACKERMAN
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 153483
MY COMMISSION EXPIRES: 10/29/2029

(S E A L)
ATTEST:

_____
(Name), City Clerk

WARRANTY

(Contractor)

Croell, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the **2025 Asphalt Repair Project (25EN09)** FOR A PERIOD OF **One Year** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for **2025 Asphalt Repair Project (25EN09)).**

DATED this 24 day of June, 2025

Croell, Inc.
CONTRACTOR (COMPANY NAME)

SIGNATURE Division Manager (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by Brysin Gambrel, this 24 day of June, 2025

Witness my hand and official seal

Amber Ackerman
Notary Public

My commission Expires: 10/29/2029

AMBER ACKERMAN
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 153483
MY COMMISSION EXPIRES: 10/29/2029

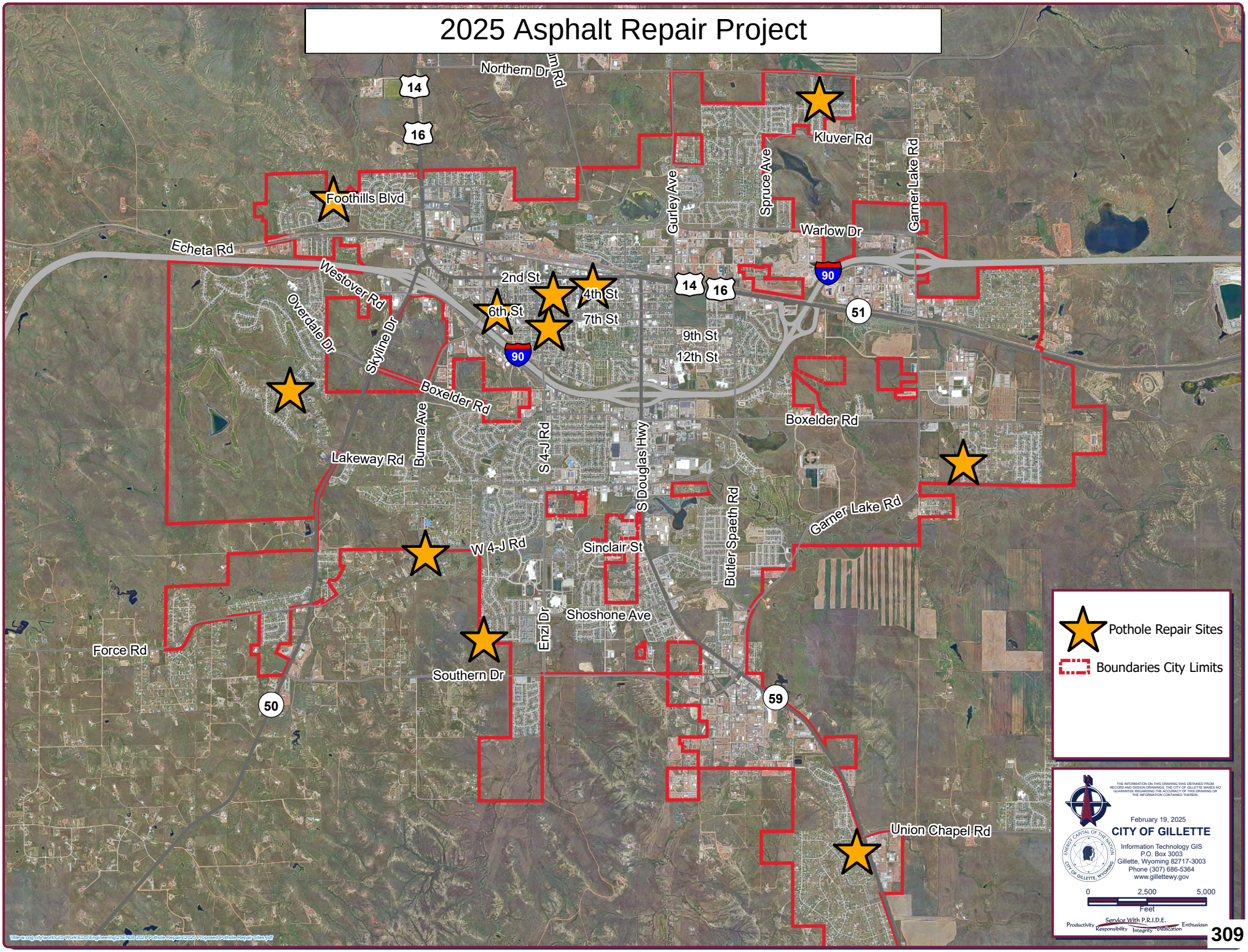
APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

2025 Asphalt Repair Project



CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration for a Bid Award for the Warren & 5th Street Surfacing Repair Project to S & S Builders, in the Amount of $72,270.00 (1% Project).

SUGGESTED ACTION:

I move for the Approval of a Bid Award for the Warren & 5th Street Surfacing Repair Project to S & S Builders, in the Amount of $72,270.00 (1% Project).

PROJECT NUMBER:

25EN35

CASE BACKGROUND:

This surfacing repair project is necessary for the purpose of removing and replacing existing damaged concrete surfacing located at the intersection of Warren Avenue and 5th Street (see attached map). This project will replace the damaged valley pan, curb and gutter, and concrete approach with new concrete surfacing.

The concrete intersection (valley pan, approach, and curb & gutter) was installed in 1980 and currently has many severe surfacing distresses. These distresses include cracked, broken and crumbling concrete surfacing. The distresses allow water to enter and cause more damage to the adjacent surfacing due to the freeze/thaw cycles throughout the year.

This project is anticipated to be completed in the fall of 2025.

Two regular and responsive bids were received. The results are summarized in the following table.

CONTRACTOR	BASE BID	ALT #1	TOTAL BID
S&S Builders	$49,699.00	$22,571.00	$72,270.00
Powder River Construction	$62,915.00	$23,790.00	$86,705.00
Engineers Estimate	$62,867.76	$20,580.09	$83,447.85

The base bid consists of replacing the existing surfacing at 5th Street and Warren Avenue with concrete. Alternate #1 consists of replacing an additional 100 feet of curb and gutter north of the intersection.

The Project is fully funded with the Optional 1% Sales Tax fund.

ACTUAL COST VS BUDGET:

Actual cost - $72,270.00 ; Allocated Budget - $85,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Location Map

25EN35 - Large Patch - 5th St and Warren Ave



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

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of a Bid Award for the Foothills Reconstruction Project, to DRM, Inc, in the Amount of $ 3,715,393.16 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Bid Award for the Foothills Reconstruction Project, to DRM, Inc, in the Amount of $ 3,715,393.16 (1% Project).

PROJECT NUMBER:

24EN02

CASE BACKGROUND:

The Foothills Boulevard Reconstruction Project includes the reconstruction and realignment of Foothills Boulevard from Highway 14-16 to Greenway Drive. (see attached map) The realignment section is from Bridger Avenue to Greenway Drive. New utilities (water, sewer, storm drain), surfacing, curb and gutter and approaches will be installed along the new alignment. The storm drain system will be upgraded to decrease the amount of storm water run-off ponding at the intersections of Foothills Boulevard and Bridger Street and Foothills Boulevard and Mountain Meadow Lane. The new alignment will remove the 90 degree turns which currently exist on Foothills Boulevard creating safer travel.

Foothills Boulevard has areas of significant surfacing distresses from Greenway Drive to Highway 14-16. During large storm events the intersections at Bridger Street and Mountain Meadow Lane flood and overtop the curb and gutter. There have been multiple repairs including overlays to Foothills Boulevard over the course of a number of years. The surface has reached it's end of serviceable life and is need of complete reconstruction.

Schedule: This project is anticipated to begin in the spring of 2026 and be completed in the summer of 2027 (with winter shutdown).

Four bids were received. One Bid was considered irregular due to not conforming to the Instructions

to Bidders. The remaining three bids were considered responsive and regular bids.

Bidder	Total Base Bid + Bid Alternate 1	Total Base Bid + Bid Alternate 2
*Dan Hart Patrol Service, LLC * (Irregular)*	*$ 3,714,820.82*	*$ 3,948,848.71*
DRM, Inc.	$ 3,715,393.16	$ 3,914,162.11
Hot Iron, Inc.	$ 3,759,508.93	$ 4,068,400.58
Powder River Construction, Inc.	$ 4,212,227.20	$ 4,372,880.60
Engineer's Estimate	$ 4,078,405.50	$ 4,487,108.50

The Bid from Dan Hart Patrol Services, LLC was considered irregular due to using the incorrect bid form.

The plans call for concrete paving directly north the Maverick Convenience Store. The Base Bid + Bid Alternate 1 includes all construction efforts with **asphalt paving** to the west beyond the concrete paving. The Base Bid + Alternate 2 includes all construction efforts with **concrete paving** to the west beyond the planned concrete paving. The lowest total cost to complete the project was selected with asphalt paving.

This project is fully funded with the Optional 1% Sales Tax fund.

ACTUAL COST VS BUDGET:

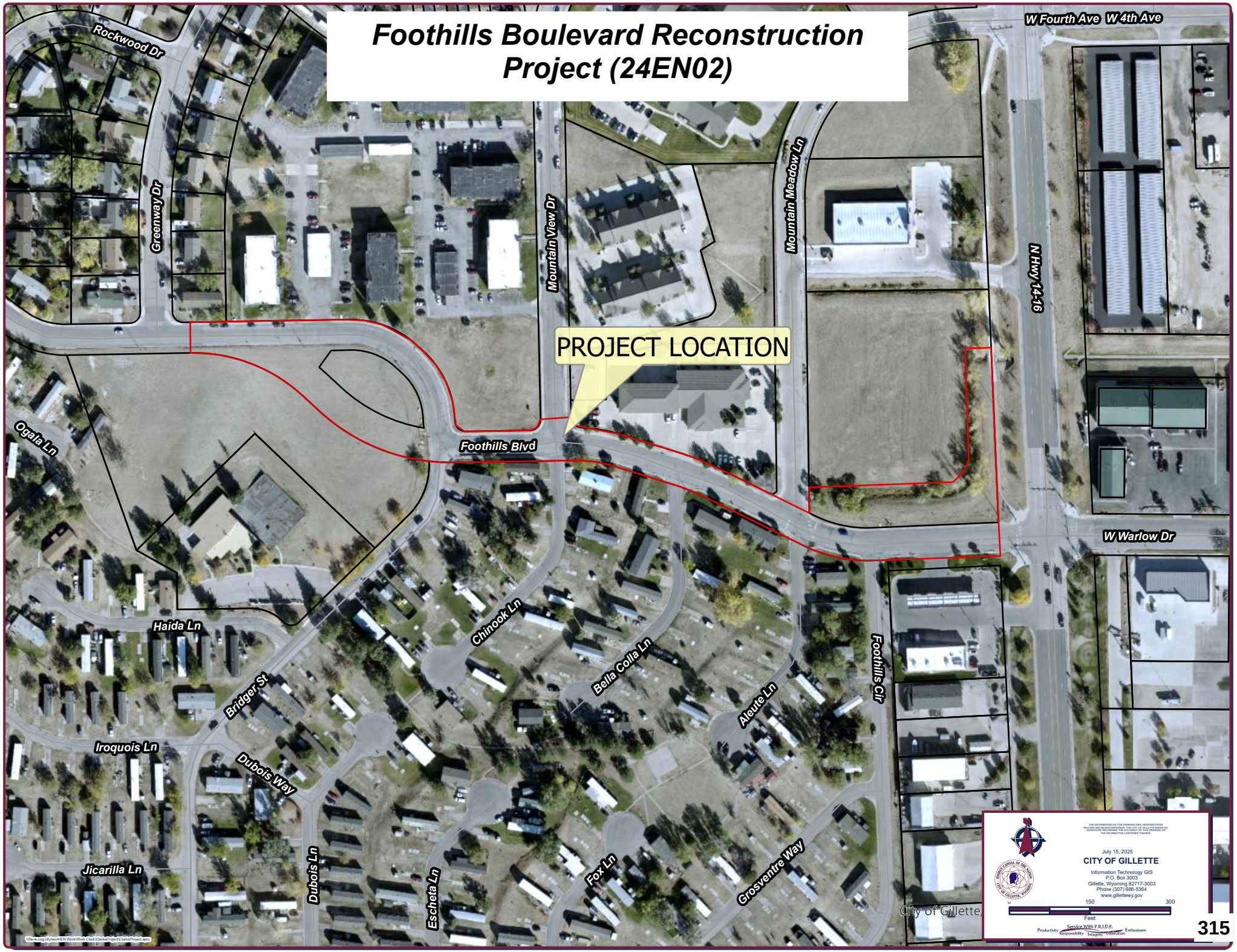
Actual Cost: $3,715,393.16; Budget: $4,200,000

STAFF REFERENCE:

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

ATTACHMENTS:
Aerial and Vicinity Map

Foothills Boulevard Reconstruction Project (24EN02)



July 15, 2025

CITY OF GILLETTE

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Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of a Bid Award for the Gillette Regional Water Supply Project: Priority 5 for the Gillette Regional Airport and Means ISD to DRM, Inc., in the Amount of $2,800,148.47.

SUGGESTED ACTION:

I move for the approval of a Bid Award for the Gillette Regional Water Supply Project: Priority 5 for the Gillette Regional Airport and Means ISD to DRM, Inc., in the Amount of $2,800,148.47.

PROJECT NUMBER:

20UT02

CASE BACKGROUND:

The Regional Water Priority 5 project represents the installation of approximately five and one-half (5.5) miles of new regional water transmission line. This project will install 8" - 12" PVC water transmission mains to provide wholesale water to residential, commercial and industrial customers, the Gillette Regional Airport and the Means Improvement and Service District located north of the City of Gillette. (see attached map)

WHY NEEDED: This extension to the Gillette Regional Water system will provide a backup water source for the Means Improvement and Service District and the Gillette Regional Airport. Both water districts will have the option in the future to convert to full service from the Gillette Regional Water System. It is important to have the backup in place in case a well becomes inoperable. In the case of the Airport, there is currently no backup well online. The Means ISD uses two wells, however, one well may not be able to fully supply the demands during peak usage.

This transmission main installed through this project is designed and sized to accommodate additional future Regional Water customers and connections in the service area north of Gillette in the area of the Airport and Means Subdivision.

FUNDING: A total project budget is allocated in Fiscal Year 2026 in the amount of $5,010,000.00. This project budget is partially funded through a Wyoming Water Development Commission (WWDC) Grant

which will fund 67% of eligible project costs. Per the grant agreement, this will contribute an amount not to exceed $3,088,700.00 in total project eligible costs. The remaining project costs will be funded through the local Capital Facilities Tax (CAP Tax) monies previously collected between 2011 and 2015. Currently, monies in the amount of $1,921,300.00 are allocated to this project from the local CAP Tax funding.

BIDS RECIEVED: A total of four responsive bids were received. These are shown below.

Bidder	**Total Base Bid + Bid Alternate 1**	**Total Base Bid + Bid Alternate 2**
DRM, Inc.	**$ 2,800,148.47**	NO BID
Halme, Inc.	$ 2,936,184.46	$ 3,143,184.46
Dan Hart Patrol Service, LLC.	$ 3,082,253.69	$ 3,146,771.29
Hot Iron, Inc.	$ 3,289,296.46	$ 3,334,207.77

The bid alternates were to determine the most cost-effective building material by comparing CMU walls to Precast Concrete walls. In all cases, CMU walls were cheaper than the alternative.

ANTICIPATED SCHEDULE: Work is anticipated to begin either in the fall of 2025, or the spring of 2026. The contract provides a total of 150 working days for the project. The project is required to be completed by November 1, 2026.

ANTICIPATED COSTS VS BUDGET: Total construction costs are $2,800,148.47, of which approximately $1,876,099.48 will be covered through the WWDC grant funding with the remaining $924,048.99 million being covered by the local CAP Tax funds. WWDC has concurred with awarding the project to the low bidder. Staff believes the bids were significantly lower than anticipated due to mobilization costs, HDPE pipe material pricing and the type of construction (CMU blocks) for the Regional Control Buildings related to this project.

This project is fully funded with a WWDC grant and CAP Tax funds.

ACTUAL COST VS BUDGET:

Award Amount: $2,800,148.47; Budget Amount: $4,200,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Reference Map

APPROX. LOCATION OF BUILDING #2 (AIRPORT)

BOARD OF COUNTY COMMISSIONERS 50722000105000

PRAIRIE EAGLE LAND COMPANY LLC 51720000105700

BOARD OF COUNTY COMMISSIONERS 50722000101200

CAMPBELL COUNTY 50722000101400

CAMPBELL COUNTY

ROSENBERRY, ANN M 50722000101500

BLAKEMAN PROPANE INC 50722000102600

WESTERN COMPANY OF NORTH AMERICA ATTN BAKER HUGHES – PROP TAX DEPT 50722000102300

NORSTEGAARD BRIAN & PATRICIA 50722000102700

KREHMEYER LEVI & JONES DAVID G REVOCABLE TRUST 50722000106700

ROYAL B INVESTMENTS LLC 50722000102800

BRENNAN PROPERTIES LLC 50720840100100

RILEY ULYSSES G 50720840100200

WYO RESOURCES LLC 50722000103100

CAMPBELL COUNTY 50721610100100

CAMPBELL COUNTY 50721610200100

CAMPBELL COUNTY 50721610200200

CAMPBELL COUNTY 50721610300100

CAMPBELL COUNTY 50721610300200

3NB LLC 50721000107200

RKE BULK, LLC 50722000104000

CAMPBELL COUNTY 50721610100200

CAMPBELL COUNTY 50721000105800

APPROX. LOCATION OF BUILDING #1 (MEANS ISD)

CAMPBELL COUNTY 50722000103900

3NB LLC 50721000102700

CRUMP, JOHN L JR & KRISTIE L 50722220200100

CITY OF GILLETTE 50721540100100

CRUMP, JOHN L JR & KRISTIE L 50722220200200

CRUMP, JOHN L JR & KRISTIE L 50722110100900

CAMPBELL COUNTY 50722110100500

CITY OF GILLETTE 50721540100100

ROSS, TIMOTHY J & MINNIE D 50722230107400

MCINTIRE, JIMMIE L & ROBERT E 50722230107500

LEGEND

NEW WATER MAIN

N

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Plotted by katelyn lollar on Jul/21/2025

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists
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Gillette, WY 82716
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DRAWN BY: KRL
DSGN. BY: RCO
APPR. BY: ZAG
DATE: 02/2024

GILLETTE

CITY OF GILLETTE
GRWSP PRIORITY V

WYOMING

PROJECT NO.
4323.057

EASEMENT PROGRESS

FIGURE NUMBER
1

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of a Bid Award for the Council of Community Services Renovation Project, to Hladky Construction, Inc, in the Amount of $1,155,024.91.

SUGGESTED ACTION:

I move for Approval of a Bid Award for the Council of Community Services Renovation Project, to Hladky Construction, Inc, in the Amount of $1,155,024.91.

PROJECT NUMBER:

25EN33

CASE BACKGROUND:

The City has sponsored and received grant funding on behalf of the Council of Community Services (CCS) from the Community Development Block Grant (CDBG-CV) funding program to complete improvements at the CCS facility. The grant funding totals $1,500,000 for the entire project. The City of Gillette (City) is seeking a contractor to rehabilitate the Emergency Homeless Shelter and the Supportive House buildings for the Council of Community Services (CCS) located at 114 S. 4-J Road in Gillette, WY. (see attached map) The renovations would directly support the operation of CCS programs provided for homeless individuals and families.

Bids were received at 10:00 AM on Friday, July 18, 2025. Three contractors submitted regular and responsive bids as follows:

Hladky Construction, Inc. - $1,155,024.91
S&S Builders - $1,483,432.84
Powder River Construction - $1,633,275.00

This project is fully funded from the Wyoming Community Development Authority (WCDA) CDBG grant monies the City applied for. The grant is reimbursable at 100% so no match money was necessary to complete the remodel project.

ACTUAL COST VS BUDGET:

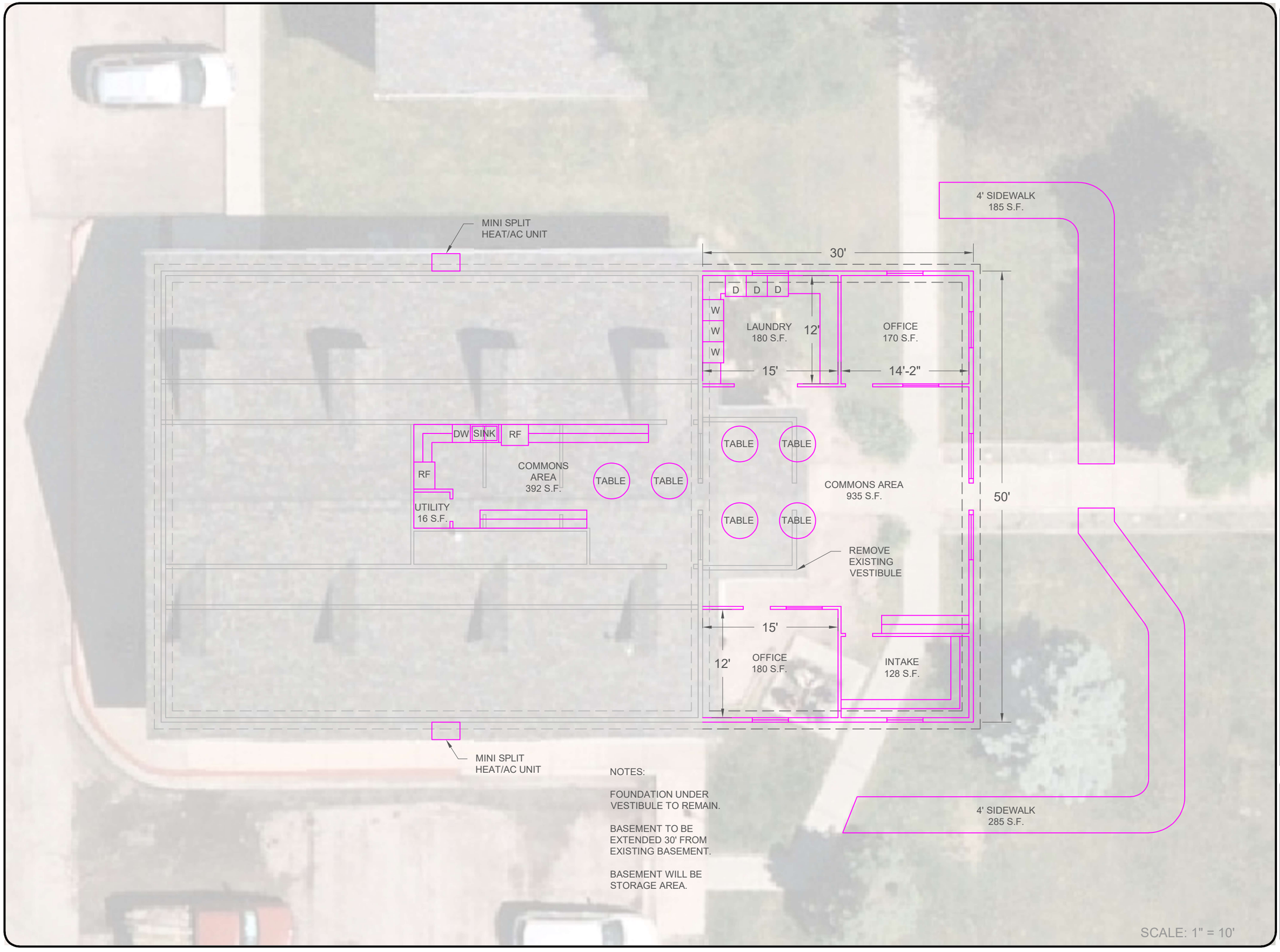
Actual Cost: $1,155,024.91; Budget for FY26: $1,500,000.00

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:
Attachment A - CCS Emergency Shelter Renovation
Attachment B - CCS Supportive Housing Renovation

COUNCIL OF COMMUNITY SERVICES
PRIORITY 1
PRELIMINARY FLOOR PLAN



NOTES:

FOUNDATION UNDER VESTIBULE TO REMAIN.

BASEMENT TO BE EXTENDED 30' FROM EXISTING BASEMENT.

BASEMENT WILL BE STORAGE AREA.

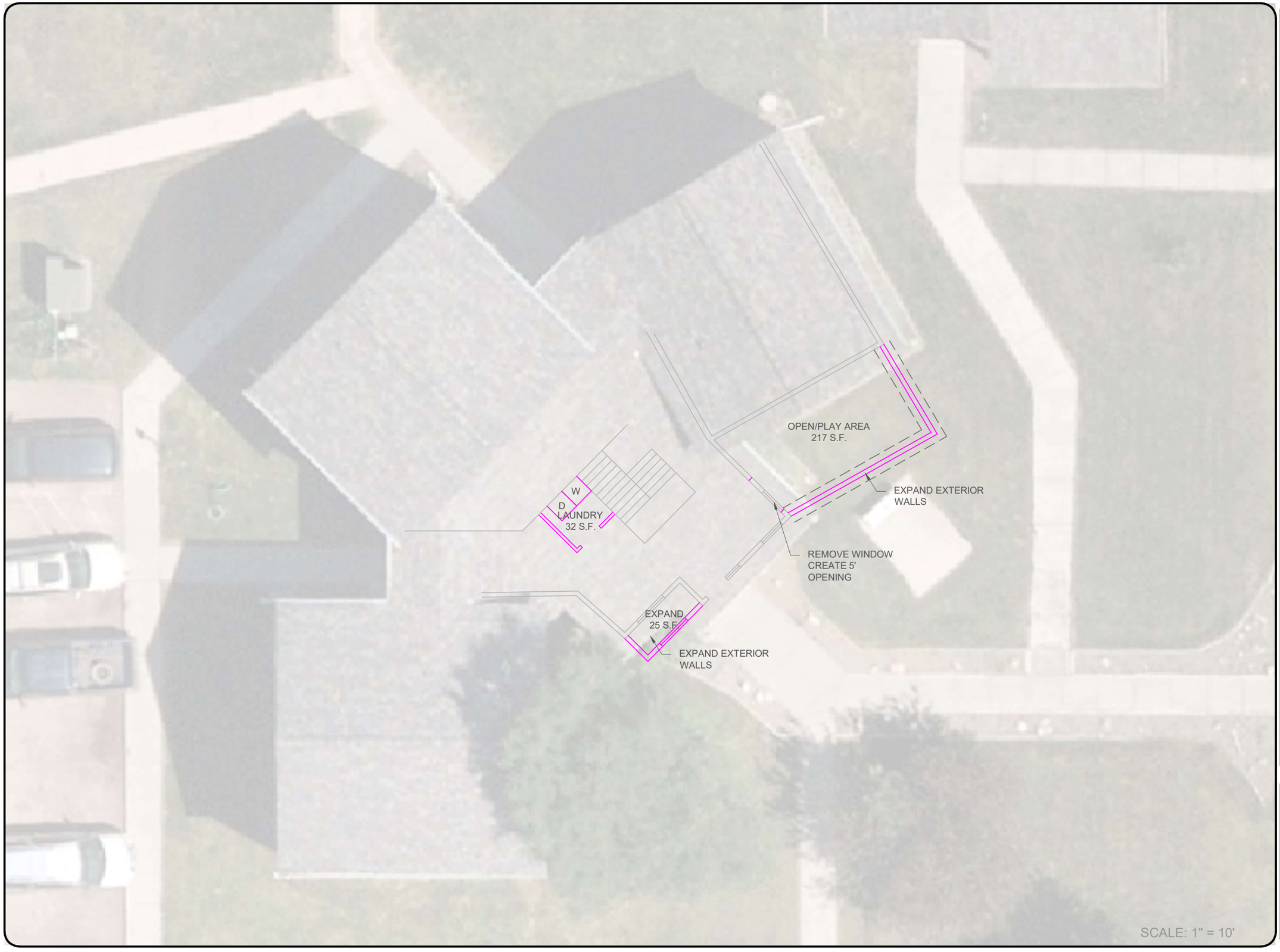
SCALE: 1" = 10'

N

SHEET A-1

OCT 2024

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



COUNCIL OF COMMUNITY SERVICES
PRIORITY 2
PRELIMINARY FLOOR PLAN

N

SHEET A-1

OCT 2024

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of a Professional Services Agreement for Engineering Services Associated with the Remington Drainage Improvements, with KLJ Engineering LLC, in the Amount of $50,000.00 (1% Project).

SUGGESTED ACTION:

I move for the approval of a Professional Services Agreement for Engineering Services Associated with the Remington Drainage Improvements, with KLJ Engineering LLC, in the Amount of $50,000.00 (1% Project).

PROJECT NUMBER:

26EN03

CASE BACKGROUND:

Remington Estates was built in the mid to late 2000s. In recent years there have been underground water issues as well as surface water ponding on the streets in various locations throughout the subdivision. Common complaints include residential sump pumps running consistently throughout the year, putting water across sidewalks creating slick mossy areas in the warm months and iced areas in the winter months. Further, the storm water ponds on the streets due to the low slopes and deteriorates the streets causing increased maintenance.

In August 2023 the City contracted with KLJ Engineering, LLC to perform a reconnaissance study of the Remington Drainage area which included gathering complaint reports, revisiting the original drainage reports and design for the subdivision and assessing current conditions. KLJ also provided general recommendations to mitigate the ponding and the sump pumps consistently running across sidewalks creating potential hazards. As part of this study, 12 monitoring wells were installed and checked over the course of a year to assess the underground water levels.

The current proposed contract will provide design, bidding, and construction management services for drainage improvements along Benelli Drive (from Express Drive to Red Ryder Drive), the north side of Red Ryder Drive, and Sako Drive (between Glock Avenue and Alexis Court). (see attached map)

ACTUAL COST VS BUDGET:

Actual Cost: $50,000; Budget: $60,000

STAFF REFERENCE:

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

ATTACHMENTS:
EJCDC Long Form Professional Services Agreement
Aerial and Vicinity Map

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER 1
1.01 Scope 1

ARTICLE 2 – OWNER'S RESPONSIBILITIES 1
2.01 General 1

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES 2
3.01 Commencement 2
3.02 Time for Completion 2

ARTICLE 4 – INVOICES AND PAYMENTS 2
4.01 Invoices 2
4.02 Payments 2

ARTICLE 5 – OPINIONS OF COST 3
5.01 Opinions of Probable Construction Cost 3
5.02 Reserved 3
5.03 Opinions of Total Project Costs 3

ARTICLE 6 – GENERAL CONSIDERATIONS 3
6.01 Standards of Performance 3
6.02 Design Without Construction Phase Services 5
6.03 Use of Documents 5
6.04 Electronic Transmittals 6
6.05 Insurance 6
6.06 Suspension and Termination 7
6.07 Controlling Law 8
6.08 Successors, Assigns, and Beneficiaries 9
6.09 Dispute Resolution 9
6.10 Environmental Condition of Site 9
6.11 Indemnification and Mutual Waiver 10
6.12 Records Retention 11
6.13 Miscellaneous Provisions 11

ARTICLE 7 – DEFINITIONS 11
7.01 Defined Terms 13

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS 17
8.01 Exhibits Included: 17
8.02 Total Agreement 17
8.03 Designated Representatives 17
8.04 Engineer's Certifications 17

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 24, 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:
Remington Subdivision – Phase 1 Drainage Improvements – 23EN23

("Project").

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

Engineer's services under this Agreement are generally identified as follows: Design, Bidding and 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

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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.

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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.

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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:

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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

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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.

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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

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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

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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 appliable 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.

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ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

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

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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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.

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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.

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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: July 10, 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

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This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 2025.

Engineer's Services

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

Project Location: Gillette, WY – Remington Subdivision

226 Total Lots, with 218 structures (210 single family and 8 duplexes). Excluding the commercial and multi-family areas discussed.

Including:

- Plats - Phase II (except areas listed below as "Excluding"); Phase IV Filing 1; Phase III Filing 1; Phase IV Filing 2; Phase III Filing 2.

Excluding:

- Plats - Phase II: Multifamily Lot 1 Block 2 Phase II to the west; Commercial Lot 1 Block 13 to north; Lot 2 Block 14 Phase II to north;

Project Description:
The Remington Estates Subdivision – Phase 1 Drainage Improvements entails professional engineering services for design, bidding and construction administration of storm sewer improvements and street restoration improvements to the following locations in priority order:

- Benelli Drive from Express Drive to Red Ryder Drive, west side only – approximately 250 LF
- Red Ryder Drive, north side only – approximately 470 LF
- Sako Drive between Glock Avenue and Alexis Court, south side only – approximately 225 LF
    - These sections will include pavement restoration, PCC drain pan and fillet surfacing in intersections, with limited curb and gutter and sidewalk replacement to support storm sewer improvements.
    - City of Gillette 2020 Design Standards and Standard Construction Specifications will be adhered to throughout design services.

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

PART 1 – BASIC SERVICES

A1.01 *Project Management*

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

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

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

A1.02 *Preliminary Design*

A. As basic services, Engineer Will:

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

   b. KLJ will work with the City of Gillette on best approach for phasing, sizing and location of proposed storm improvements.

   c. KLJ will work with the City of Gillette on best location to apply yearly budget with phasing, etc. of proposed storm improvements.

   d. KLJ will analyze potential conflicts with existing facilities prior to determining horizontal and vertical location of storm improvements. KLJ will consult with City staff regarding locations of manholes, inlets, etc. KLJ will prepare preliminary design sheets, details, calculate preliminary quantities and draft specifications.

   e. KLJ will create preliminary replacement plan sheets as well as calculate preliminary quantities for both removal and replacement. Detail drawings of supplemental design information required will be created for construction purposes.

3. Quantities & Opinion of Construction Cost Estimate

   a. KLJ will calculate and furnish quantities to be included in the construction documents. KLJ will submit an opinion of construction cost estimate to the City of Gillette for review and concurrence.

4. Internal QA/QC

   a. Quality Assurance (QA) defines the level of quality required and determines how it is achieved throughout the entire project. QA includes a method of monitoring compliance with the City and KLJ quality requirements. Timely audits during the project will be conducted to maintain compliance.

   b. Quality Control (QC) is conducted throughout the project to check if the production meets quality levels agreed to by the City and KLJ. The process will include interdisciplinary reviews, cross check between drawings and specifications, constructability review, efficiency review and operability review.

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5. Preliminary Map, Plans & Specifications

    a. KLJ will compile designs from all tasks under preliminary engineering into a complete plan set. KLJ will compile specifications based on City of Gillette Standard Construction Specifications. KLJ will prepare and provide three (3) sets of plans, specifications and preliminary opinion of construction cost estimate, and submit to the City of Gillette for review and concurrence. KLJ will also submit electronic version of plans, specifications and opinion of construction cost estimate.

6. Preliminary Map & Plan Review Meeting

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

B. Owner Responsibilities:

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

C. Assumptions:

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

A1.03 *Final Design & Bidding*

A. *Phase Description*

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

B. As basic services, Engineer Will:

1. Final Map, Plan & Specifications Revisions

    a. KLJ will incorporate any corrections necessary following the preliminary plans, map and specifications review. Prepare and furnish three (3) sets of final plans for bidding, contracts and construction. Stamp and sign all plans with the seal of the Professional Engineer responsible for the project design. KLJ will also submit electronic version of plans and specifications.

2. Final Quantities & Opinion of Construction Cost Estimate

    a. KLJ will calculate and furnish final quantities to be included in the bidding, contracts and construction documents. KLJ will submit a final opinion of construction cost estimate to the City of Gillette for review and concurrence.

3. Bidding, Bid Tabulation & Recommendation

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a. KLJ will facilitate a pre-bid meeting as well as attend the project bid opening. KLJ will analyze bid proposals, prepare a bid tabulation and make a recommendation of construction contract award.

C. Assumptions:

1. City will post advertisement and pay associated costs.

2. City staff will open and read project bids.

A1.04 *Construction Phase*

D. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

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

2. *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

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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 (on average we assumed 4 hours a day for a total of 35 days) appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   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

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for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract 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.

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16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such 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.

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21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this 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

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to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: *NONE*

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.

E. *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.

A1.05 *Post-Construction Phase*

F. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

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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:

    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.

G. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

A. Advance Written Authorization Required: Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the Agreement to be included as Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the Agreement.

1. Right of Way or Boundary determination
2. Design of improvements other than those specifically identified in this Agreement
3. Water main design, plan and/or profile.
4. Any existing sewer system (gravity or force main) analysis for feasibility to serve this project.
5. Sanitary sewer main design, plan and/or profile.
6. Retaining wall or structural design.
7. Design of wastewater pumping systems.
8. Design of stormwater pumping systems or treatment systems.
9. Site lighting layout and design.
10. Storm Water Pollution Prevention Plan and Permit.
11. Environmental and cultural evaluation and permitting.
12. Design of improvements to be constructed via trenchless methods.
13. Construction staking and material testing services.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

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15. Provide assistance in responding to the pre of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
16. Modeling or design of public or private utilities other than specifically identified above.
17. Providing a traffic analysis of existing or future conditions. Provide Traffic impact study and report.
18. Provide any subsurface drainage system design.
19. Provide design of drainage improvements offsite.
20. FEMA Floodplain management.
21. Provide any landscape or irrigation design.
22. Provide right-of-way or permanent easement acquisition services.
23. Providing any 3-D or artistic renderings.
24. City Permit Fees and City Application Fees
25. Other additional services performed or furnished by Engineer.

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

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

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

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

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6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 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.

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2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Reserved.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

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

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

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

T. Perform or provide the following: [NONE]

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 2025.

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor of for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be $50,000.00, and Engineer's Consultant's charges, if any, estimated to be $0.00.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C2.01 is estimated to be $50,000.00 based on the following distribution of compensation:

a.	Study and Report Phase	$0.00
b.	Preliminary Design Phase	$8,500.00
c.	Final Design Phase	$8,000.00
d.	Bidding or Negotiating Phase	$2,500.00
e.	Construction Phase	$28,500.00
f.	Post-Construction Phase	$2,500.00

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.

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6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.

7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.

8. Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of February 2026) to reflect equitable changes to the compensation payable to the Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 2025.

Reimbursable Expenses Schedule

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

None.

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This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 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.

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This is **EXHIBIT J**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 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.

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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 appliable 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.

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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.

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: June 24, 2025

Owner: City of Gillette

Engineer: KLJ Engineering LLC

Project: Remington Subdivision – Phase 1 Drainage Improvements – 23EN23

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:	$ 50,000.00 ___
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

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

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

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REMINGTON DRAINAGE IMPROVEMENTS (26EN03)



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July 16, 2025

CITY OF GILLETTE

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Gillette, Wyoming 82717-3003
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CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of a Professional Services Agreement for Construction Management Services Associated with the Heritage Lift Station Replacement Project, with HDR Engineering Inc, in the Amount of $330,819.00 (1% Project).

SUGGESTED ACTION:

I move for the approval of a Professional Services Agreement for Construction Management Services Associated with the Heritage Lift Station Replacement Project, with HDR Engineering Inc, in the Amount of $330,819.00 (1% Project).

PROJECT NUMBER:

23EN20

CASE BACKGROUND:

The Heritage Lift Station Replacement Project will replace the existing Heritage Lift Station on Little Powder River Road with a new lift station. The existing station was installed in the early 1980s and has reached the end of its useful life.

The anticipated schedule is to begin construction in the spring of 2026 and complete the project in 2026. The project includes the lift station, force main and gravity sewer from Heritage Village. This agreement is for the Construction Management services for this project. These services will include full time daily inspection, administering daily reports, weekly meetings, all quantities and pay estimates as well as ensuring the project is completed per the plans and specifications. In November 2024 the City Council approved a construction agreement with DRM, Inc.

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

ACTUAL COST VS BUDGET:

Actual Cost: $330,819.00; Budget: $861,000.00

STAFF REFERENCE:

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

ATTACHMENTS:
Heritage Lift Station Agreement
Heritage Lift Station Exhibit

EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

License Agreement

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e-mail: aschwartz@nspe.org

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(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER 1
1.01 Scope 1

ARTICLE 2 – OWNER'S RESPONSIBILITIES 1
2.01 General 1

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES 2
3.01 Commencement 2
3.02 Time for Completion 2

ARTICLE 4 – INVOICES AND PAYMENTS 2
4.01 Invoices 2
4.02 Payments 2

ARTICLE 5 – OPINIONS OF COST 3
5.01 Opinions of Probable Construction Cost 3
5.02 Reserved 3
5.03 Opinions of Total Project Costs 3

ARTICLE 6 – GENERAL CONSIDERATIONS 3
6.01 Standards of Performance 3
6.02 Design Without Construction Phase Services 5
6.03 Use of Documents 6
6.04 Electronic Transmittals 6
6.05 Insurance 7
6.06 Suspension and Termination 7
6.07 Controlling Law 9
6.08 Successors, Assigns, and Beneficiaries 9
6.09 Dispute Resolution 9
6.10 Environmental Condition of Site 10
6.11 Indemnification and Mutual Waiver 10
6.12 Records Retention 11
6.13 Miscellaneous Provisions 11

ARTICLE 7 – DEFINITIONS 12
7.01 Defined Terms 12

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS 16
8.01 Exhibits Included: 16
8.02 Total Agreement 16
8.03 Designated Representatives 16
8.04 Engineer's Certifications 17

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of August 4, 2025 ("Effective Date") between

City of Gillette ("Owner") and

HDR Engineering, Inc. ("Engineer").

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

Heritage Wastewater Lift Station Construction Administration (23EN20) ("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 and resident project representative 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

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

C. *Availability of Funds.* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify Engineer and/or the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

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accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and

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Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

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6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

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

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

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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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:*

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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.

3) .

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:*

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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*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

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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.

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6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. *Waiver:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

F. Governmental Immunity. The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

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

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not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1 39 101-120 and all other applicable law.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49

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U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

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18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

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submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Notice of Acceptability of Work.

F. Exhibit F, Reserved.

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution (Not Used)

I. Exhibit I, Limitations of Liability (Not Used)

J. Exhibit J, Special Provisions. (Not Used)

K. Exhibit K, Amendment to Owner-Engineer Agreement.

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.

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8.04 *Engineer's Certifications*

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

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

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

Owner: City of Gillette	Engineer: HDR Engineering, Inc.
By:	By: Jason L. Kjenstad
Print name: Shay Lundvall	Print name: Jason Kjenstad, PE
Title: Mayor	Title: Sr Vice President
Date Signed:	Date Signed: 7-23-2025
	Engineer License or Firm's Certificate No. (if required): WY-E 004
	State of: Wyoming
Address for Owner's receipt of notices: 201 E. 5th Street P.O. Box 3003 Gillette, WY 82716	Address for Engineer's receipt of notices: P.O. Box 457 Gillette, WY 82717
Designated Representative (Paragraph 8.03.A): Clark Sanders	Designated Representative (Paragraph 8.03.A): Justin Starck, PE
Title: Senior Project Manager	Title: Project Manager
Phone Number: 307-686-5265	Phone Number: 307-228-6009
E-Mail Address: clarks@gillettewy.gov	E-Mail Address: justin.starck@hdrinc.com

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This is **EXHIBIT A**, consisting of 21 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 2025.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01 *Study and Report Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:~~

~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study~~

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and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:

15. Furnish [5] review copies of the Report and any other Study and Report Phase deliverables to Owner within [60] days of the Effective Date and review it with Owner.

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Within [15] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [5] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [15] days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

[Note to User: Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: ***[List any such tasks or deliverables here.]***

10. Furnish [5] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [60] days of authorization to proceed with this phase, and review them with Owner. Within [15] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [5] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [30] days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents,

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revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: ***[List any such tasks or deliverables here.]***

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10. Furnish for review by Owner, its legal counsel, and other advisors, [5] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [60] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [15] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [5] final copies of such documents to Owner within [30] days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

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

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective

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~~contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~

~~2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~

~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~

~~4. Consult with Owner as to the qualifications of prospective contractors.~~

~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~

~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

~~7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~

~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~

~~9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [See attached PLANNING, DESIGN, BIDDING, AND CONSTRUCTION SCOPE OF SERVICES]~~

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

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other

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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. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

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.

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9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional 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

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of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Proposals, Change Orders and Work Change Directives:* Recommend Change Proposals, Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and 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.

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18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    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

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to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

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.

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24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Prepare Record Drawings including the following:

        1) Updating construction drawings based on modifications during construction.
        2) GIS Shapefile – Shapefiles will be provided for installed gravity and force main sanitary sewer lines and structures. Shapefile information will include pipe size, elevation, and material information.
        3) Georeferenced Construction Photos – Up to 20 photographs showing key underground installations will be provided and named with coordinates for entry into GIS by Owner.
        4) GIS Reference Documents – Material submittal information will be provided in individual files for sanitary sewer and lift station items. Submittals will be named by pay item number or other unique identifier. Reference spreadsheet will be provided with instruction to Owner for linking GIS features to submittal files.

    b. Provide Operation and Maintenance Manual including the following:

        1) PDF document with hyperlinks.
        2) Tables with part, numbers, set points, warning/alarm points, and routinely serviced items.
        3) Process flow diagram.
        4) Steps to operate under normal conditions.
        5) Operation and maintenance, submittal, and shop drawing files.

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

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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.

C. *Construction Phase Assumptions:*

1. No more than 25 construction progress meetings will be held

2. Full time RPR inspection (9 hours per day, Monday through Friday) will be limited to 120 Working Days.

3. Part time RPR inspection (5 hours per day, Monday through Friday) will be limited to 10 Working Days.

4. RPR effort on Adverse Weather Days is assumed at an average of 2 hours per Adverse Weather Day for a total of 15 Adverse Weather Days.

5. Electrical engineer will travel (including airfare) for one trip consisting of two days of inspection and observation of system startup.

6. Cost of construction staking and independent testing laboratory will be provided by the Contractor.

D. *Construction Phase Deliverables:*

1. Weekly Progress Reports and Inspection Summaries

2. Monthly invoices and monthly progress reports

3. RFI Log w/ Contractor questions and Engineer responses on a weekly basis

4. Copies of Field Orders, Work Change Directives and Change Orders for authorization by the City. HDR will maintain logs for Field Orders, Work Change Directives and Change Orders.

5. Record Drawings

   a. PDF with hyperlinks

   b. GIS Shapefiles

   c. CAD files

   d. 20 Georeferenced Construction Photos

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6. Operation and Maintenance Manual

7. DEQ Certificate of Completion

8. Final Completion Certificates including punch lists

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None

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.

A1.07 *Arc Flash Study and Labeling*

A. The purpose of an arc flash study is to determine the amount of energy that could be released from electrical equipment in the event of a fault on the electrical system. The amount of energy released will determine what safety measure the worker needs to take to remain as safe as possible while doing the required work.

B. Per OSHA, Owners are responsible for providing appropriate safety programs; therefore, HDR provides the following disclaimer:

"HDR's arc flash hazard analysis is performed pursuant to NFPA 70E and IEEE Standard 1584 for purposes of calculating the flash protection boundary distances and incident energy levels. The analysis does not include the recommendation of personal protective equipment (PPE), electrical safety programs, operating procedures, training, or tool selection. This information is provided solely for the use of the owner of the facility, and no other person (including but not limited to owner's employees or contractors) is an intended beneficiary of this information, and HDR assumes no duties towards them."

C. If the City desires PPE requirements printed on the labels, the City will need to provide the PPE requirements in writing to the Engineer for inclusion into the labels.

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D. The following are the required tasks for an arc flash study for the Heritage Lift Station:

1. Task 1: Determine scope of the study.
    - How many scenarios are to be evaluated (e.g. normal power and generator power).
    - What is the PPE category goal? Typically, 8 Cal/cm2 is used.
    - Determine what data is printed on the labels
    - Is line side data included?
        - Just worst-case scenario?
        - Label for each scenario?
        - What NFPA 70E data?
            - System voltage
            - Arc flash boundary
            - Incident energy
            - PPE data based on City provided safety standard requirements (HDR does not determine PPE)
    - Included: Switchboards, panelboards, motor control centers and industrial control panels with motor starters or VFDs.

2. Task 2: Data Gathering:
    - Construction drawings produced in earlier tasks.
    - Digital photos of equipment arrangement in the room.
    - Detailed as constructed single line diagram with all the required data.
        - Equipment names or tag number
        - Equipment nameplate data (Volts, amps, short circuit withstand, etc)
        - Cable length and size
        - Transformer impedance
        - Breaker manufacturer and model # and any dial settings
        - Fuse manufacturer and model
        - Industrial control panel breaker or fuse data
        - Motor HP for all motors
        - Generator nameplate data.

3. Task 3: Utility fault current data:
    - Contact utility to obtain the range of fault current and X/R ratio at the secondary of the service transformers. The City will provide utility contact info.

4. Task 4: SKM Model:
    - Create a model of the electrical system using the gathered data.

5. Task 5: Short circuit study:
    - Review the SKM short circuit report for errors, fix errors and rerun the study.
    - Compare available fault current with equipment ratings and report underrated equipment.

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6. Task 6: Protective coordination study:
    - Review the SKM time current curves and report devices that are not coordinated with upstream devices.
    - Recommend repair solutions.

7. Task 7: Arc Flash study:
    - Use IEEE 1584-2018 methods.
    - Review the SKM arc flash report for errors, fix errors and rerun the study.
    - Recommend solutions to lower PPE Category, if necessary.

8. Task 8: Report:
    - For worst case scenarios the report shall include for each piece of equipment:
        - Short circuit current.
        - Arc flash boundary.
        - Incident energy level.
    - Recommended repair and corrective actions.

9. Task 9: Quality Control Review:
    - HDR Senior Engineering staff review the report.
    - Revise report based on any comments.

10. Task 10: Print labels.

11. Task 11: Review meeting:
    - Review the report with the City representatives in person, via teleconference, or via teleconference and web conference.
    - A final revised copy of the report will be provided after any corrections or updates based on the review meeting.
    - Submit final report.
    - Submit labels to be installed by Owner.

PART 2 – ADDITIONAL SERVICES

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

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

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2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

    f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

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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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

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22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

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

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

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

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3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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

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2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

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H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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 constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

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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:

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Exhibit C

Payments to Engineer for Services and Reimbursable Expenses

[Notes to User]

Preparing a Project-specific Exhibit C: In Exhibit C, the parties must specify how the Engineer will be compensated for its services. EJCDC's E-500 as published contains a lengthy Exhibit C, comprised of numerous options for detailing the Engineer's compensation. In preparing a Project-specific professional services agreement, retain only the few pages from Exhibit C that will apply to the agreement that is being prepared, and discard the rest. At the end of the agreement preparation process, Exhibit C should typically be approximately five to eight pages long.

Exhibit C Compensation Packets: EJCDC breaks the Engineer's compensation into three categories: (1) compensation for Basic Services, as defined in Exhibit A (but not including services of a Resident Project Representative, if any); (2) compensation for the services of a Resident Project Representative, if any; and (3) compensation for any Additional Services, as defined in Exhibit A. There are typically several possible ways of paying for services; Exhibit C includes "Compensation Packets" for the various methods. Each Compensation Packet contains the terms and conditions that apply to the specific means of compensation, and when appropriate incorporates appendices for hourly rates and reimbursable expenses.

1. The six Compensation Packets included in E-500's Exhibit C for Basic Services are:

   - Lump Sum (Compensation Packet BC-1)
   - Standard Hourly Rates (Compensation Packet BC-2)
   - Percentage of Construction Costs (Compensation Packet BC-3)
   - Direct Labor Costs Times a Factor (Compensation Packet BC-4)
   - Direct Labor Costs Plus Overhead Plus a Fixed Fee (Compensation Packet BC-5)
   - Salary Costs Times a Factor (Compensation Packet BC-6)

   During the drafting process the user should **select one** of these six Compensation Packets and **discard (delete) the remaining five.**

2. The choices for compensating a Resident Project Representative are similar, with five RPR Compensation Packets available:

   - Lump Sum (Compensation Packet RPR-1)
   - Standard Hourly Rates (Compensation Packet RPR-2)
   - Percentage of Construction Costs (Compensation Packet RPR-3)

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- Direct Labor Costs Times a Factor (Compensation Packet RPR-4)
- Salary Costs Times a Factor (Compensation Packet RPR-5)

During the drafting process the user should **select one** of these five RPR Compensation Packets and **discard (delete) the remaining four**.

3. The choices for compensating the Engineer for Additional Services are narrower:

- Standard Hourly Rates (Compensation Packet AS-1)
- Direct Labor Costs Times a Factor (Compensation Packet AS-2)
- Salary Costs Times a Factor (Compensation Packet AS-3)

The user should **select one** of these three Additional Services Compensation Packets and **discard (delete) the remaining two.**

Compensation Decision Guide: The Compensation Decision Guide that is included on the following pages presents further guidance on the process of selecting the pages to retain for the specific contract, including appendices for hourly rates and reimbursable expenses, if applicable.

Example: If Basic Services (other than RPR) will be compensated using Lump Sum; RPR services using Direct Labor Times a Factor; and Additional Services using Standard Hourly Rates; then to form Exhibit C use Compensation Packet BC-1; Compensation Packet RPR-4; Compensation Packet AS-1; and Appendices 1 and 2.

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1. Compensation for Basic Services as described in Exhibit A, Part I (other than for Resident Project Representative services, which are separately addressed in item 2 immediately below).

Decision Question: Which method of compensation is to be used?

	Lump Sum	**Standard Hourly Rates**	**Percentage of Construction Costs**	**Direct Labor Costs Times a Factor**	**Direct Labor Costs Plus Overhead Plus a Fixed Fee**	**Salary Costs Times a Factor**
Use This Base Compensation Packet	Packet BC-1	Packet BC-2	Packet BC-3	Packet BC-4	Packet BC-5	Packet BC-6
Include This Appendix	Appendix 1 (if applicable)	Appendices 1 and 2	Appendix 1 (if applicable)	Appendix 1	Appendix 1	Appendix 1

2. Compensation for services of Resident Project Representative (as described in Exhibit A, Paragraph A1.05.A.2, and in Exhibit D).

Decision Question: Which method of compensation is to be used?

	Lump Sum	**Standard Hourly Rates**	**Percentage of Construction Costs**	**Direct Labor Costs Times a Factor**	**Salary Costs Times a Factor**
Use This RPR Compensation Packet	Packet RPR-1	Packet RPR-2	Packet RPR-3	Packet RPR-4	Packet RPR-5
Include This Appendix	Appendix 1 (if applicable)	Appendices 1 and 2	Appendix 1 (if applicable)	Appendix 1	Appendix 1

3. Compensation for Additional Services (as described in Exhibit A, Part 2)

Decision Question: Which method of compensation is to be used?

	Standard Hourly Rates	**Direct Labor Costs Times a Factor**	**Salary Costs Times a Factor**
Use This Additional Services Compensation Packet	Packet AS-1	Packet AS-2	Packet AS-3
Include This Appendix	Appendices 1 and 2	Appendix 1	Appendix 1

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of $[ ] based on the following estimated distribution of compensation:

a. Study and Report Phase $[ ]

b. Preliminary Design Phase $[ ]

c. Final Design Phase $[ ]

d. Bidding and Negotiating Phase $[ ]

e. Construction Phase $[ ]

f. Post-Construction Phase $[ ]

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [ ] ***[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]*** .

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the

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billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [ ] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 2025.

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $330,819.00 based on the following estimated distribution of compensation:

~~a. Study and Report Phase $0.00~~

~~b. Preliminary Design Phase $0.00~~

~~c. Final Design Phase $0.00~~

~~d. Bidding and Negotiating Phase $0.00~~

e. Construction Phase $317,849.00

f. Post Construction Phase $12,970.00

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

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the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

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

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.1.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. *General:* An amount equal to [ ] percent of the Construction Cost. This amount includes compensation for Engineer's Services and services of Engineer's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:

a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.

b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.

c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.

d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses

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(see Appendix 1 for rates or charges): [ ] ***[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]*** .

4. *Progress Payments:*

a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase	**[ ]%**
Preliminary Design Phase	**[ ]%**
Final Design Phase	**[ ]%**
Bidding or Negotiating Phase	**[ ]%**
Construction Phase	**[ ]%**
Post-Construction Phase	**[ ]%**
	100%

c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

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

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be $[ ], and Engineer's Consultant's charges, if any, estimated to be $[ ].

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C2.01 is estimated to be $[ ] based on the following distribution of compensation:

a. Study and Report Phase $[ ]

b. Preliminary Design Phase $[ ]

c. Final Design Phase $[ ]

d. Bidding and Negotiating Phase $[ ]

e. Construction Phase $[ ]

f. Post Construction Phase $[]

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.

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6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.

7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.

8. Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes to the compensation payable to Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [ ].

D. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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

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Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-5: Basic Services – Direct Labor Costs Plus Overhead Plus a Fixed Fee

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Plus Overhead Plus a Fixed Fee Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs plus overhead for the services of Engineer's personnel engaged directly on the Project, plus Reimbursable Expenses estimated to be $[ ], plus Engineer's Consultant's charges, if any, estimated to be $[ ], plus a fixed fee of $[ ].

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C2.01 is estimated to be $[ ] based on the following estimated distribution of compensation:

a. Study and Report Phase $[ ]

b. Preliminary Design Phase $[ ]

c. Final Design Phase $[ ]

d. Bidding and Negotiating Phase $[ ]

e. Construction Phase $[ ]

f. Post-Construction Phase $[ ]

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.

5. The total estimated compensation for Engineer's services, included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, fixed fees, Reimbursable Expenses, and Engineer's Consultant's charges.

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6. The portion of the amounts billed for Engineer's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by Engineer's employees plus overhead, Reimbursable Expenses, Engineer's Consultant's charges, and the proportionate portion of the fixed fee.

7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.

8. Overhead shall be computed as a percentage of Direct Labor Costs. The Overhead factor to be applied to Direct Labor Costs shall be: [ ]. Such Overhead factor shall include or otherwise account for the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Fixed fee is the lump sum amount paid to Engineer by Owner as margin or profit and will only be adjusted by an amendment to this agreement.

9. Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [ ].

D. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].

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B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. 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.

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

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-6: Basic Services – Salary Costs Times a Factor

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to Engineer's Salary Costs times a factor of [ ] for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses, estimated to be $[ ], and Engineer's Consultant's charges, if any, estimated to be $[ ].

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C2.01 is estimated to be $[ ] based on the following assumed distribution of compensation:

a. Study and Report Phase $[ ]

b. Preliminary Design Phase $[ ]

c. Final Design Phase $[ ]

d. Bidding and Negotiating Phase $[ ]

e. Construction Phase $[ ]

f. Post-Construction Phase $[ ]

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also Paragraph C2.03.C.2 below.

5. The total compensation for Engineer's services, included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.

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6. The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges.

7. Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

8. Salary Costs and the factor applied to Salary Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [ ].

D. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

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~~C2.03 *Other Provisions Concerning Payment*~~

~~A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].~~

~~B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~C. *Estimated Compensation Amounts:*~~

~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

~~2. 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 the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

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

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COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum

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

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

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

1. *Resident Project Representative Services*: For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of $[ ]. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.

2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): [ ] ***[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]*** .

3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a [ ] day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

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COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

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

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated based upon full-time RPR services on an nine-hour workday, Monday through Friday for 120 Working Days AND part-time RPR services on an five-hour workday, Monday through Friday for 10 Working Days.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of 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 the use of 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 1.

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

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C. *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 1.1.

2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *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.

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COMPENSATION PACKET RPR-3:
Resident Project Representative – Percentage of Construction Cost

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

C2.04 *Compensation for Resident Project Representative Basic Services – Percentage of Construction Cost Method of Payment*

A. Owner shall pay Engineer for:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A of the Agreement, an amount equal to [ ] percent of the Construction Cost. This amount includes compensation for Resident Project Representative's services, and those of any assistants to the Resident Project Representative. The percentage of Construction Cost noted herein accounts for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). The total compensation under this Paragraph is estimated to be $[ ], based upon full time RPR services on an eight hour workday, Monday through Friday, over a [ ] day construction schedule.

2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer.

   a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.

   b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not Bid, the lowest bona fide negotiated proposal for such Work.

   c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.

   d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

   e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract price on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): [ ] ***[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]*** .

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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*

A. 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 of [ ] 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 $[ ], based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [ ] day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of 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.

C. *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 [ ].

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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.

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COMPENSATION PACKET RPR-5:
Resident Project Representative – Salary Costs 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 – Salary Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05.A.2 of Exhibit A, an amount equal to the Engineer's Salary Costs times a factor of [ ] for 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 $[ ], based upon RPR services on an eight-hour workday, Monday through Friday, over a [ ] day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of 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 the use of 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 or 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.

C. *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 [ ].

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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 the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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.

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COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

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

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

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.

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

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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

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COMPENSATION PACKET AS-2:
Additional Services – Direct Labor Costs Times a Factor

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

C2.05 *Compensation for Additional Services – Direct Labor Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for Additional Services as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.24 (which if needed shall be separately negotiated based on the nature of the required consultation or testimony), an amount equal to Engineer's Direct Labor Costs times a factor of [ ], plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [ ].

4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].

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.

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

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COMPENSATION PACKET AS-3:
Additional Services – Salary Costs Times a Factor

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

C2.05 *Compensation for Additional Services – Salary Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for Additional Services as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.24 (which if needed shall be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged to the Project by each Engineer's personnel times the Engineer's applicable Salary Costs times a factor of [ ], plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional 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.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 2025.

Reimbursable Expenses Schedule

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

REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, meals, subconsultants, shipping, and other incurred expense. Unless negotiated otherwise in the contract, HDR will add 10% to invoices received from subconsultants to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	$120.00 per hour
Survey/GPS Equipment	$50.00 per hour
Robotic Total Station	$50.00 per hour
Side-by-Side Utility Vehicle	$25.00 per hour
Handheld GPS	$20.00 per hour
Drone	$275.00 per day
HDR Vehicle Mileage	$0.88 per mile
Personal Vehicle Mileage	IRS rate per mile
Printing (in-house)	
B&W 8.5x11	$0.0857 each
Color 8.5x11	$0.1801 each
B&W 11x17	$0.1714 each
Color 11x17	$0.3602 each
Plots Bond	$0.55 per sq. ft.

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This is **Appendix 2 to EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 2025.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

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

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

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HDR Engineering
2025 Hourly Billing Rates

Billing Title	Billing Rate
Managing Principal	280
Project Manager 7	280
Project Manager 6	260
Project Manager 5	240
Project Manager 4	225
Project Manager 3	210
Project Manager 2	195
Project Manager 1	180
Engineer 11	280
Engineer 10	260
Engineer 9	240
Engineer 8	225
Engineer 7	210
Engineer 6	195
Engineer 5	180
Engineer 4	165
Engineer 3	150
Engineer 2	135
Engineer 1	125
System Integrator 4	225
System Integrator 3	195
System Integrator 2	175
System Integrator 1	155
CADD/GIS Technician 6	185
CADD/GIS Technician 5	165
CADD/GIS Technician 4	145
CADD/GIS Technician 3	125
CADD/GIS Technician 2	115
CADD/GIS Technician 1	105
Technician 5	170
Technician 4	150
Technician 3	135
Technician 2	115
Technician 1	105

Billing Title	Billing Rate
Right of Way 4	195
Right of Way 3	175
Right of Way 2	155
Right of Way 1	120
Right of Way Coordinator	105
Environmental/Hydrologist/Geologist 7	225
Environmental/Hydrologist/Geologist 6	210
Environmental/Hydrologist/Geologist 5	195
Environmental/Hydrologist/Geologist 4	170
Environmental/Hydrologist/Geologist 3	150
Environmental/Hydrologist/Geologist 2	130
Environmental/Hydrologist/Geologist 1	110
Surveyor 5	190
Surveyor 4	170
Surveyor 3	150
Surveyor 2	130
Surveyor 1	110
Construction Manager 5	245
Construction Manager 4	235
Construction Manager 3	215
Construction Manager 2	205
Construction Manager 1	185
Strategic Comm/Graphic Designer 4	165
Strategic Comm/Graphic Designer 3	145
Strategic Comm/Graphic Designer 2	130
Strategic Comm/Graphic Designer 1	105
Project Controller	120
Project Accountant	110
Project Assistant	105
Admin Assistant	85

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Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 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*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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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* M*odifications:* 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.

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b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

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numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and/or recommend to Engineer Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 2025.

*[**Notes to User***

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

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

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EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: **HDR Engineering, Inc.**
Engineer

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

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

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2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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

Reserved

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This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 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:	$2,000,000
2)	Bodily injury by disease, each employee:	$2,000,000
3)	Bodily injury/disease, aggregate:	$4,000,000

c. General Liability --

1)	Each Occurrence (Bodily Injury and Property Damage):	$2,000,000
2)	General Aggregate:	$4,000,000

d. Excess or Umbrella Liability --

1)	Per Occurrence:	$2,000,000
2)	General Aggregate:	$4,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$2,000,000

f. Professional Liability (Errors Omissions) –

1)	Each Claim Made	$2,000,000
2)	Annual Aggregate	$4,000,000

$[ ]

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08

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

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

2.

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

Special Provisions

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

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

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

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

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

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

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

OWNER:	ENGINEER:
City of Gillette	HDR Engineering
By:	By:
Print name: Shay Lundvall	Print name: Jason Kjenstad
Title: Mayor	Title: Sr Vice President
Date Signed:	Date Signed:

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Heritage Lift Station



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

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

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1 inch equals 667 feet

1 inch equals 0.13 miles

October 21, 2024

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement Fifth Amendment -- 2025 D.B.A. Campbell County Fire Department.

SUGGESTED ACTION:

I move for approval of the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement Fifth Amendment -- 2025 D.B.A. Campbell County Fire Department.

CASE BACKGROUND:

The purpose of this Fifth Amendment to the Fire Board JPA is to align the language of the JPA with the existing practices of the Fire Board in terms of human resources, personnel, and finance policies and management.

A redline is attached that shows the changes between the Fourth Amendment and this Fifth Amendment. The sole substantive change is to Article III(A)(j) for the JPA.

Both Campbell County and the Town of Wright have approved this Fifth Amendment.

STAFF REFERENCE:

Sean A. Brown, City Attorney

ATTACHMENTS:
Fire Board JPA (Fifth Amendment-County Signed)
JPA City County Town 2025 Fifth Amendment Redline 7-10-25

INTEGRATED AMENDED GILLETTE/WRIGHT/CAMPBELL COUNTY FIRE PROTECTION JOINT POWERS AGREEMENT FIFTH AMENDMENT – 2025 D.B.A. CAMPBELL COUNTY FIRE DEPARTMENT

* * *

WHEREAS, Campbell County, a County of the State of Wyoming, and the City of Gillette, a Wyoming City of the First Class, established the Gillette/Campbell County, Fire Protection Joint Powers Board by agreement dated July 3, 1975, in accordance with, then existing law; and

WHEREAS, the Gillette/Campbell County Fire Protection Joint Powers Agreement was amended on July 16, 1985 to admit the Town of Wright, an incorporated Town of the State of Wyoming, located in Campbell County, as a participant to the Gillette/Campbell County Fire Protection Joint Powers Agreement, and to specify its power of appointment to a seat on the Joint Powers Board created therein and clarify other relationships of the participants; and

WHEREAS, a Second Amendment to the Gillette/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on December 1, 1997 which amended language under Article IV, FINANCING and Article VI, DURATION; and

WHEREAS, a Third Amendment to the Gillette/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on February 20, 2001, where Article VI, DURATION was amended to change the date of the semi-annual review of Article IV, FINANCE from odd to even numbered years; and

WHEREAS, a Fourth Amendment to the Gillette/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on March 5, 2002, whereby the name of the Governing Board and the name of the agreement was changed to the "Gillette/Wright/Campbell County Fire Protection Board" and the "Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement" respectively and amending language to Article IV. FINANCING; and

WHEREAS, a Fifth Amendment to the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of

Wright on April 1, 2003, whereby Article IV, FINANCING was amended eliminating provisions regarding ECB factor budgeting and staff recommendations; and

WHEREAS, a Sixth Amendment to the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on February 17, 2004, wherein language contained in Article IV, FINANCING was amended; and

WHEREAS, a Seventh amendment to the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and Town of Wright on April 20, 2006, wherein language contained in Article I, CREATION AND PURPOSE OF GILLETTE-CAMPBELL COUNTY FIRE PROTECTION JOINT POWERS BOARD, Article II, COMPOSITION OF THE BOARD, and Article III, POWERS OF THE BOARD was amended, and generally make current the terms and provisions of the agreement to include incorporating this amendment and all previous amendments into one integrated document; and

WHEREAS, a first amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on May 14, 2008, wherein language pertaining to the title name, CAMPBELL COUNTY FIRE DEPARTMENT, and Article III, POWERS OF THE BOARD, was amended; and

WHEREAS, a second amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette, and the Town of Wright on August 9, 2013, wherein language pertaining to Article III, POWERS OF THE BOARD A. (g)(i)(k); Article IV, FINANCING to include the Wildland Vehicle Replacement account; and Article VI, DURATION, was amended; and

WHEREAS, a third amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette, and the Town of Wright on July 26, 2016, wherein language pertaining to Article III, POWERS OF THE BOARD, Article IV, FINANCING, and Article VI, DURATION, was amended; and

WHEREAS, a fourth amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette, and the Town of Wright on July 20, 2022, amending language contained in Article II, COMPOSITION OF THE BOARD, Article IV, FINANCING, Article V, OWNERSHIP, and Article VI, DURATION.

WHEREAS, Campbell County, the City of Gillette, and the Town of Wright desire to implement a fifth amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement amending language contained in Article III, POWERS OF THE BOARD.

NOW, THEREFORE it is agreed by and among Campbell County, the City of Gillette and the Town of Wright that the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement is hereby amended in total as follows:

ARTICLE I

CREATION AND PURPOSE OF GILLETTE/WRIGHT/CAMPBELL COUNTY FIRE PROTECTION JOINT POWERSBOARD

There is hereby created a joint powers board to be designated as the Gillette/Wright/Campbell County Fire Protection Joint Powers Board (hereinafter referred to as the Board), which Board is organized for the purpose of providing organization, facilities and personnel for the establishment and maintenance of fire and rescue protection for the citizens of, and all lands within, Campbell County, the Town of Wright and the City of Gillette, which shall be accomplished by the utilization of the combined resources of Campbell County, the Town of Wright and the City of Gillette through one fire protection agency serving the entire county known as the Campbell County Fire Department.

ARTICLE II

COMPOSITION OF THE BOARD

The Board shall consist of seven members all of whom shall be qualified electors of Campbell County. Full time employees of the Board shall not be qualified for appointment to the Board. Three members of the Board shall be appointed by the governing body of the City of Gillette who may be members of the governing body of the City of Gillette with the initial

appointment of said members being staggered terms of two and three years with the right of reappointment. Three members of the Board shall be appointed by the governing body of Campbell County who may be members of the governing body for Campbell County, with the initial appointment of said members being staggered terms of one year for two members, two years for one member, and three years for one member with the right of reappointment. One member of the Board shall be appointed by the governing body of the Town of Wright who may be a member of the governing body of the Town of Wright with the initial appointment of said member being for a term of three years with the right of reappointment. Thereafter appointment for all members of the Town of Wright, City of Gillette and Campbell County shall be for three-year staggered terms. Neither the City of Gillette, Campbell County, nor the Town of Wright may have a quorum of their respective governing bodies serving as members of the Board at any one time. Vacancies for unexpired terms shall be filled by appointment of the governing body making-the-initial appointment. Members of the Board may be removed with or without cause by the governing body making the initial appointment. The acting fire chief shall serve as an ex-officio, non-voting member of the Board.

ARTICLE III

POWERS OF THE BOARD

A. The Board shall:

(a) Meet, organize and elect from its membership a chairman, vice-chairman, secretary and treasurer. The secretary shall notify the City of Gillette, Campbell County and the Town of Wright of the Board's organization and shall file a certificate showing its organization with the Campbell County Clerk and the Secretary of State.

(b) Fix the time and place of regular meetings, provided that there shall be at least one meeting per month. The Board shall also hold additional special meetings at the call of the chairman or upon written request of a majority of Board members or within five days after a special meeting request is given by either the Town of Wright, the City of Gillette or Campbell County.

(c) Prescribe and enforce rules of procedure, regulation and policies for its own government and administration, provided that such rules and regulations shall be consistent with the laws of the State of Wyoming and shall be open to the public inspection.

(d) Submit such reports concerning finances or any other matter as state law may require.

(e) Submit quarterly financial statements and reports to Campbell County, the Town of Wright and the City of Gillette and provide such additional reports, accountings and information as may be requested from time to time by any of the participating agencies.

(f) Control and disburse all monies received from any source to maintain the purpose and functions delegated to the Board by the participating agencies.

(g) Submit to the Town of Wright, the City of Gillette and Campbell County on or before the first Friday of April each year a proposed budget for the operations of the Board for the next fiscal year containing together with the budget proposal a recommendation to each participating agency of the percentage of said budget to be funded by each agency and the reasons therefore.

(h) Require the treasurer and chairman of the Board to give bond in such penalties and with such sureties as the Board may direct, conditioned upon the faithful application of all monies and property which come into their hands by virtue of their offices.

(i) Keep minutes of all meetings at which official action is taken and a record of all official acts including a record of all warrants/checks issued against the monies belonging to the Board.

(j) With respect to matters including, but not limited to, guidelines and practices pertaining to personnel, fiscal management, auditing, record keeping, health and medical insurance, sick and vacation leave and accrual, wellness and recognition, the Board shall adopt a fiscal policy, personnel policy, and compensation system and operate the Campbell County Fire Department consistent with industry standards and Title 16 of the Wyoming Statutes. The Board may adopt the personnel, fiscal, and compensation policies of the City of Gillette, Campbell County, Town of Wright, or any system of policies the Board determines is in the best interest of the Campbell County Fire Department consistent with Wyoming law.

(k) Submit a bi-annual call response report, by the 30th of September on each odd numbered year, to Campbell County, the Town of Wright and the City of Gillette, segregated

by governing body; and provide such additional reports, statistics and information as may be requested from time to time by any of the participating agencies.

B. The Board may:

(a) Sue and be sued in the name by which the Board is designated.

(b) Enter into agreements with any public or private agency, institution, person or corporation for the performance of acts of furnishing of services or facilities by or for the Board.

(c) Employ all necessary full-time and part-time personnel, and determine their salaries within the approved budget. The Board may also exercise the authority to discharge personnel.

(d) Insure against loss of property.

(e) Require any employee whose duty it is to handle funds or property of the Board to be bonded under a suitable bond indemnifying the Board against loss.

ARTICLE IV
FINANCING

The Board shall on or before the first Friday of April of each year submit to each of the participating agencies a proposed operations, capital, vehicle depreciation and equipment replacement budget for the next fiscal year, as is provided in Article III, subsection A, subsection (g) of this agreement.

If the City of Gillette, Town of Wright and Campbell County do not come to a complete agreement about the budget line-item expenditures, then the budget shall be approved to the extent of agreement. Each participating agency after reaching joint agreement upon the amount of the budget and contribution of each agency thereto shall thereupon contribute from their individual revenue sources the agreed upon amounts for the operation of the Board for the following fiscal year.

For purposes of the subsequent paragraph, the parties note that in the 2021/22 fiscal year, the following funding allocations applied. The capital and the vehicle depreciation, including the Wildland Fleet Program, budgets were funded Forty-nine and one-half percent (49.5%) by

Campbell County, Forty-nine and one-half percent (49.5%) by the City of Gillette and One percent (1%) by the Town of Wright. The operations budget was funded Fifty eight percent (58%) by Campbell County, Forty percent (40%) by the City of Gillette, and Two percent (2%) by the Town of Wright.

Beginning, in the 2022/23 fiscal year, the following funding allocation shall apply. The capital and the vehicle depreciation, including the Wildland Fleet Program, budgets shall be funded Forty-nine and one-half percent (49.5%) by Campbell County, Forty-nine and one-half percent (49.5%) by the City of Gillette and One percent (1%) by the Town of Wright. The operations budget shall be funded Forty-nine percent (49%) by Campbell County, Forty-nine percent (49%) by the City of Gillette, and Two percent (2%) by the Town of Wright. This funding allocation with respect to the operations budget shall be effective for a period of at least two (2) fiscal years—until the 2024/25 fiscal year. No later than February 1, 2025, a party may submit written notice to the other parties indicating that party's desire to revert to the fiscal year 2021/2022 funding allocation with respect to the operations budget. If such notice is submitted, then, unless the parties agree to a different funding allocation by July 1, 2025, the funding allocation with respect to the operations budget shall revert to fiscal year 2021/22 levels and shall remain at such level until this agreement is amended. If no party submits a timely written notice to revert back to the 2021/2022 funding allocation with respect to the operations budget, then the funding allocation for the operations budget will remain at the 2022/23 allocation.

The amounts budgeted and approved for vehicle depreciation, including the Wildland Fleet Program, shall be put into the vehicle replacement account. The vehicle replacement account, including the Wildland Fleet Program, shall be held and maintained by the City of Gillette, and may be used to replace vehicles as approved during the annual budget review. This account shall be the property of the Board.

The contribution of Campbell County shall be derived from any funding source deemed appropriate by the County.

The contribution of the Town of Wright shall be derived from any funding source deemed appropriate by the Town.

The contribution of the City of Gillette shall be subject to the limitations on taxation prescribed by Wyoming Statute 39-13-104(c) and in addition shall be derived from any funding source as deemed appropriate by the governing body.

ARTICLE V
OWNERSHIP

The percentage ownership by each participating agency of all facilities and property of the Board shall be:

Campbell County	49%
City of Gillette	49%
Town of Wright	2%

Upon mutual agreement of the participating agencies, the percentage of ownership may from time to time be amended.

ARTICLE VI
DURATION

This agreement shall be perpetual, provided that the agreement may be wholly or partially terminated upon the mutual agreement of the participating agencies or by any agency upon at least one fiscal year advance written notice.

Upon receipt of a notice to terminate, the entities shall meet and attempt to renegotiate this agreement and if no new agreement is reached by January 31, this Joint Powers Board will terminate at the end of the following fiscal year.

In the event of partial or complete termination of this agreement, the facilities, improvements and properties of the Board shall be distributed to the respective participating agencies pursuant to written agreement for distribution between the agencies.

If the agencies are unable to agree upon an equitable distribution of the facilities, improvements and properties of the Board, the governing body of each agency shall select and appoint an arbiter. The arbiters shall then proceed to effect an equitable division of the facilities, improvements and properties of the Board to the participating agencies, having in mind the contribution of each agency during the existence of the agreement and such other factors as must

necessarily be considered in order to make an equitable distribution. The decision of the arbiters shall be binding upon the parties hereto.

The effective date of this agreement shall be the date of approval by the Wyoming Attorney General.

* * *

BOARD OF COUNTY COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING

Patrick Kelley McCreery

Kelley McCreery, Chairman

Dated: 7/22/2025

ATTEST:

Campbell County Clerk

CITY OF GILLETTE, WYOMING

Shay Lundvall, Mayor

Dated: _____

ATTEST:

City Clerk

TOWN OF WRIGHT, WYOMING

_____
Ralph Kingan, Mayor

Dated:_____

ATTEST:

_____
Town Clerk

STATE OF WYOMING

OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a) (ii), the Wyoming Attorney General has reviewed the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement Fifth Amendment -- 2025, D.B.A. Campbell County Fire Department and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the agreement.

Approved this _____ Day of _____, 2025.

_____
Keith Kautz Attorney General
State of Wyoming

INTEGRATED AMENDED GILLETTE/WRIGHT/CAMPBELL COUNTY FIRE PROTECTION JOINT POWERS AGREEMENT
~~FOURTH~~ FIFTH AMENDMENT – ~~MAY 2022~~2025
D.B.A. CAMPBELL COUNTY FIRE DEPARTMENT

* * *

WHEREAS, Campbell County, a County of the State of Wyoming, and the City of Gillette, a Wyoming City of the First Class, established the Gillette/Campbell County, Fire Protection Joint Powers Board by agreement dated July 3, 1975, in accordance with, then existing law; and

WHEREAS, the Gillette/Campbell County Fire Protection Joint Powers Agreement was amended on July 16, 1985 to admit the Town of Wright, an incorporated Town of the State of Wyoming, located in Campbell County, as a participant to the Gillette/Campbell County Fire Protection Joint Powers Agreement, and to specify its power of appointment to a seat on the Joint Powers Board created therein and clarify other relationships of the participants; and

WHEREAS, a Second Amendment to the Gillette/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on December 1, 1997 which amended language under Article IV, FINANCING and Article VI, DURATION; and

WHEREAS, a Third Amendment to the Gillette/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on February 20, 2001, where Article VI, DURATION was amended to change the date of the semi-annual review of Article IV, FINANCE from odd to even numbered years; and

WHEREAS, a Fourth Amendment to the Gillette/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on March 5, 2002, whereby the name of the Governing Board and the name of the agreement was changed to the "Gillette/Wright/Campbell County Fire Protection Board" and the "Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement" respectively and amending language to Article IV. FINANCING; and

WHEREAS, a Fifth Amendment to the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of

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Wright on April 1, 2003, whereby Article IV, FINANCING was amended eliminating provisions regarding ECB factor budgeting and staff recommendations; and

WHEREAS, a Sixth Amendment to the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on February 17, 2004, wherein language contained in Article IV, FINANCING was amended; and

WHEREAS, a Seventh amendment to the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and Town of Wright on April 20, 2006, wherein language contained in Article I, CREATION AND PURPOSE OF GILLETTE-CAMPBELL COUNTY FIRE PROTECTION JOINT POWERS BOARD, Article II, COMPOSITION OF THE BOARD, and Article III, POWERS OF THE BOARD was amended, and generally make current the terms and provisions of the agreement to include incorporating this amendment and all previous amendments into one integrated document; and

WHEREAS, a first amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on May 14, 2008, wherein language pertaining to the title name, CAMPBELL COUNTY FIRE DEPARTMENT, and Article III, POWERS OF THE BOARD, was amended; and

WHEREAS, a second amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette, and the Town of Wright on August 9, 2013, wherein language pertaining to Article III, POWERS OF THE BOARD A. (g)(i)(k); Article IV, FINANCING to include the Wildland Vehicle Replacement account; and Article VI, DURATION, was amended; and

WHEREAS, a third amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette, and the Town of Wright on July 26, 2016, wherein language pertaining to Article III, POWERS OF THE BOARD, Article IV, FINANCING, and Article VI, DURATION, was amended; and

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WHEREAS, ~~Campbell County, the City of Gillette and the Town of Wright desire to implement~~ a fourth amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette, and the Town of Wright on July 20, 2022, amending language contained in Article II, COMPOSITION OF THE BOARD, Article IV, FINANCING, Article V, OWNERSHIP, and Article VI, DURATION.

WHEREAS, Campbell County, the City of Gillette, and the Town of Wright desire to implement a fifth amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement amending language contained in Article III, POWERS OF THE BOARD.

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NOW, THEREFORE it is agreed by and among Campbell County, the City of Gillette and the Town of Wright that the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement is hereby amended in total as follows:

ARTICLE I

CREATION AND PURPOSE OF GILLETTE/WRIGHT/CAMPBELL COUNTY FIRE PROTECTION JOINT POWERSBOARD

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There is hereby created a joint powers board to be designated as the Gillette/Wright/Campbell County Fire Protection Joint Powers Board (hereinafter referred to as the Board), which Board is organized for the purpose of providing organization, facilities and personnel for the establishment and maintenance of fire and rescue protection for the citizens of, and all lands within, Campbell County, the Town of Wright and the City of Gillette, which shall be accomplished by the utilization of the combined resources of Campbell County, the Town of Wright and the City of Gillette through one fire protection agency serving the entire county known as the Campbell County Fire Department.

ARTICLE II

COMPOSITION OF THE BOARD

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The Board shall consist of seven members all of whom shall be qualified electors of Campbell County. Full time employees of the Board shall not be qualified for appointment to the Board. Three members of the Board shall be appointed by the governing body of the City of

Gillette who may be members of the governing body of the City of Gillette with the initial appointment of said members being staggered terms of two and three years with the right of reappointment. Three members of the Board shall be appointed by the governing body of Campbell County who may be members of the governing body for Campbell County, with the initial appointment of said members being staggered terms of one year for two members, two years for one member, and three years for one member with the right of reappointment. One member of the Board shall be appointed by the governing body of the Town of Wright who may be a member of the governing body of the Town of Wright with the initial appointment of said member being for a term of three years with the right of reappointment. Thereafter appointment for all members of the Town of Wright, City of Gillette and Campbell County shall be for three-year staggered terms. Neither the City of Gillette, Campbell County, nor the Town of Wright may have a quorum of their respective governing bodies serving as members of the Board at any one time. Vacancies for unexpired terms shall be filled by appointment of the governing body making-the-initial appointment. Members of the Board may be removed with or without cause by the governing body making the initial appointment. The acting fire chief shall serve as an ex-officio, non-voting member of the Board.

ARTICLE III
POWERS OF THE BOARD

A. The Board shall:

(a) Meet, organize and elect from its membership a chairman, vice-chairman, secretary and treasurer. The secretary shall notify the City of Gillette, Campbell County and the Town of Wright of the Board's organization and shall file a certificate showing its organization with the Campbell County Clerk and the Secretary of State.

(b) Fix the time and place of regular meetings, provided that there shall be at least one meeting per month. The Board shall also hold additional special meetings at the call of the chairman or upon written request of a majority of Board members or within five days after a special meeting request is given by either the Town of Wright, the City of Gillette or Campbell County.

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(c) Prescribe and enforce rules of procedure, regulation and policies for its own government and administration, provided that such rules and regulations shall be consistent with the laws of the State of Wyoming and shall be open to the public inspection.

(d) Submit such reports concerning finances or any other matter as state law may require.

(e) Submit quarterly financial statements and reports to Campbell County, the Town of Wright and the City of Gillette and provide such additional reports, accountings and information as may be requested from time to time by any of the participating agencies.

(f) Control and disburse all monies received from any source to maintain the purpose and functions delegated to the Board by the participating agencies.

(g) Submit to the Town of Wright, the City of Gillette and Campbell County on or before the first Friday of April each year a proposed budget for the operations of the Board for the next fiscal year containing together with the budget proposal a recommendation to each participating agency of the percentage of said budget to be funded by each agency and the reasons therefore.

(h) Require the treasurer and chairman of the Board to give bond in such penalties and with such sureties as the Board may direct, conditioned upon the faithful application of all monies and property which come into their hands by virtue of their offices.

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(i) Keep minutes of all meetings at which official action is taken and a record of all official acts including a record of all warrants/checks issued against the monies belonging to the Board.

(j) With respect to matters including, but not limited to, guidelines and practices pertaining to personnel, fiscal management, auditing, record keeping, health and medical insurance, sick and vacation leave and accrual, wellness and recognition, the Board shall adopt a fiscal policy, personnel policy, and compensation system and operate the Campbell County Fire Department consistent with industry standards and Title 16 of the Wyoming Statutes. The Board may adopt the personnel, fiscal, and compensation policies of the City of Gillette, Campbell County, Town of Wright, or -any system of policies the Board determines is in the best interest of the Campbell County Fire Department consistent with Wyoming law~~.~~. ~~In order to preserve the~~

~~integrity and uniformity of the system of compensation and to take advantage of established fiscal, personnel and other policies, the Board shall adopt and operate the department consistent with the fiscal policies and compensation system adopted by Campbell County. This includes, but is not necessarily limited to, utilizing the following: Campbell County policies, guidelines and practices pertaining to personnel, fiscal management, auditing, record keeping, health and medical insurance, sick and vacation leave and accrual, wellness and recognition.~~

(k) Submit a bi-annual call response report, by the 30th of September on each odd numbered year, to Campbell County, the Town of Wright and the City of Gillette, segregated by governing body; and provide such additional reports, statistics and information as may be requested from time to time by any of the participating agencies.

B. The Board may:

(a) Sue and be sued in the name by which the Board is designated.

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(b) Enter into agreements with any public or private agency, institution, person or corporation for the performance of acts of furnishing of services or facilities by or for the Board.

(c) Employ all necessary full-time and part-time personnel, and determine their salaries within the approved budget. The Board may also exercise the authority to discharge personnel.

(d) Insure against loss of property.

(e) Require any employee whose duty it is to handle funds or property of the Board to be bonded under a suitable bond indemnifying the Board against loss.

ARTICLE IV

FINANCING

The Board shall on or before the first Friday of April of each year submit to each of the participating agencies a proposed operations, capital, vehicle depreciation and equipment replacement budget for the next fiscal year, as is provided in Article III, subsection A, subsection (g) of this agreement.

If the City of Gillette, Town of Wright and Campbell County do not come to a complete agreement about the budget line-item expenditures, then the budget shall be approved to the extent of agreement. Each participating agency after reaching joint agreement upon the amount of the budget and contribution of each agency thereto shall thereupon contribute from their individual revenue sources the agreed upon amounts for the operation of the Board for the following fiscal year.

For purposes of the subsequent paragraph, the parties note that in the 2021/22 fiscal year, the following funding allocations applied. The capital and the vehicle depreciation, including the Wildland Fleet Program, budgets were funded Forty-nine and one-half percent (49.5%) by Campbell County, Forty-nine and one-half percent (49.5%) by the City of Gillette and One percent (1%) by the Town of Wright. The operations budget was funded Fifty eight percent (58%) by Campbell County, Forty percent (40%) by the City of Gillette, and Two percent (2%) by the Town of Wright.

Beginning, in the 2022/23 fiscal year, the following funding allocation shall apply. The capital and the vehicle depreciation, including the Wildland Fleet Program, budgets shall be funded Forty-nine and one-half percent (49.5%) by Campbell County, Forty-nine and one-half percent (49.5%) by the City of Gillette and One percent (1%) by the Town of Wright. The operations budget shall be funded Forty-nine percent (49%) by Campbell County, Forty-nine percent (49%) by the City of Gillette, and Two percent (2%) by the Town of Wright. This funding allocation with respect to the operations budget shall be effective for a period of at least two (2) fiscal years—until the 2024/25 fiscal year. No later than February 1, 2025, a party may submit written notice to the other parties indicating that party's desire to revert to the fiscal year 2021/2022 funding allocation with respect to the operations budget. If such notice is submitted, then, unless the parties agree to a different funding allocation by July 1, 2025, the funding allocation with respect to the

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operations budget shall revert to fiscal year 2021/22 levels and shall remain at such level until this agreement is amended. If no party submits a timely written notice to revert back to the 2021/2022 funding allocation with respect to the operations budget, then the funding allocation for the operations budget will remain at the 2022/23 allocation.

The amounts budgeted and approved for vehicle depreciation, including the Wildland Fleet Program, shall be put into the vehicle replacement account. The vehicle replacement account, including the Wildland Fleet Program, shall be held and maintained by the City of Gillette, and may be used to replace vehicles as approved during the annual budget review. This account shall be the property of the Board.

The contribution of Campbell County shall be derived from any funding source deemed appropriate by the County.

The contribution of the Town of Wright shall be derived from any funding source deemed appropriate by the Town.

The contribution of the City of Gillette shall be subject to the limitations on taxation prescribed by Wyoming Statute 39-13-104(c) and in addition shall be derived from any funding source as deemed appropriate by the governing body.

ARTICLE V
OWNERSHIP

The percentage ownership by each participating agency of all facilities and property of the Board shall be:

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Campbell County	49%
City of Gillette	49%
Town of Wright	2%

Upon mutual agreement of the participating agencies, the percentage of ownership may from time to time be amended.

ARTICLE VI
DURATION

This agreement shall be perpetual, provided that the agreement may be wholly or partially terminated upon the mutual agreement of the participating agencies or by any agency upon at least one fiscal year advance written notice.

Upon receipt of a notice to terminate, the entities shall meet and attempt to renegotiate this agreement and if no new agreement is reached by January 31, this Joint Powers Board will terminate at the end of the following fiscal year.

In the event of partial or complete termination of this agreement, the facilities, improvements and properties of the Board shall be distributed to the respective participating agencies pursuant to written agreement for distribution between the agencies.

If the agencies are unable to agree upon an equitable distribution of the facilities, improvements and properties of the Board, the governing body of each agency shall select and appoint an arbiter. The arbiters shall then proceed to effect an equitable division of the facilities, improvements and properties of the Board to the participating agencies, having in mind the contribution of each agency during the existence of the agreement and such other factors as must necessarily be considered in order to make an equitable distribution. The decision of the arbiters shall be binding upon the parties hereto.

The effective date of this agreement shall be the date of approval by the Wyoming Attorney General.

* * *

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BOARD OF COUNTY COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING

_____
~~Del Shelstad~~Kelley McCreery, Chairman

Dated:_____

ATTEST:

_____
Campbell County Clerk

CITY OF GILLETTE, WYOMING

_____
~~Eric Hanson~~Shay Lundvall, Mayor

Dated:_____

ATTEST:

_____
City Clerk

TOWN OF WRIGHT, WYOMING

_____
Ralph Kingan, Mayor

Dated:_____

ATTEST:

_____
Town Clerk

STATE OF WYOMING

OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a) (ii), the Wyoming Attorney General has reviewed the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement ~~Fourth~~ Fifth Amendment -- ~~May~~ 20252, D.B.A. Campbell County Fire Department and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the agreement.

Approved this _____ Day of _____, ~~2022~~2025.

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~~Bridget Hill~~~~Ryan Schelhaas, Interim~~ Keith Kautz

Attorney General

State of Wyoming

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of a Pre-Annexation Agreement between the City of Gillette and Bill Chasteen for property located at 5437 S Douglas Highway.

SUGGESTED ACTION:

I move to Approve the Pre-Annexation Agreement Between the City of Gillette and Bill Chasteen for Property Located at 5437 S Douglas Highway.

PROJECT NUMBER:

PL2025-0002

CASE BACKGROUND:

The Owner is seeking a Pre-Annexation Agreement with the City of Gillette for property located at 5437 S Douglas Hwy. The landowner is requesting that the Pre-Annexation Agreement grant them water and sewer services. Currently, an eighteen-inch (18”) sanitary sewer collector line runs along the front of the property in an easement and a twelve-inch (12”) water distribution line runs parallel to the property in the right-of-way.

The property is currently unplatted county land. There are currently no structures on the property.

At the regularly scheduled City Council meeting on February 11, 2025, City Council granted Staff Permission to Negotiate for this Proposed Pre-Annexation Agreement.

STAFF RECOMMENDATION:

None

ACTUAL COST VS BUDGET:

N/A

STAFF REFERENCE:

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

ATTACHMENTS:
Dull Knife Pre-Annexation Agreement
Vicinity Map

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

THIS PRE-ANNEXATION AGREEMENT AND PETITION FOR ANNEXATION ("AGREEMENT") is made this ____ day of _____, 2025, between Chasteen Investments LLC, through its Owner, William Chasteen ("LANDOWNER"), and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, ("CITY"). LANDOWNER and CITY may be referred to as the "Parties."

RECITALS

A. LANDOWNER owns real estate located at 5437 S Douglas Highway that is more particularly described as follows:

> A parcel of land located in the NE ¼ NE ¼ of Section 11, Township 49 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Commencing at the northeast corner of Section 11; thence S89°46'25"W a distance of 1324.50 feet to the east 1/16 corner common to Sections 11 and 2 and the true point of beginning; thence S00°04'33" W a distance of 562.27 feet to the intersection with the easterly right-of-way of State Highway 59, said point being monumented with a 5/8 inch rebar; thence S53°49'08"E along said right-of-way a distance of 248.67 feet to a 5/8 inch rebar with aluminum cap stamped WY PLS 4769; thence N00°04'33"E parallel to said east 1/16 line, a distance of 709.86 feet to the north line of Section 11, said point being monumented with an aluminum cap stamped WY PLS 4769; thence S89°46'25"W along and coincident with said north Section line a distance of 200.91 feet to the true point of beginning.

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

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

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

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

AGREEMENT

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

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

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

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

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

2. **AGREEMENT as a Petition to Annex**. LANDOWNER hereby deems this AGREEMENT a petition to the Gillette City Council to annex the LAND. LANDOWNER warrants that LANDOWNER is the owner of the LAND. LANDOWNER agrees that this AGREEMENT may be filed with the City Clerk at the sole discretion of the CITY to commence annexation procedures.

3. **Further Actions Necessary; Waivers**. Upon request from CITY, to fulfill its obligations above, LANDOWNER agrees to sign any other petition or document or to take any other action to comply with state annexation to facilitate the annexation. LANDOWNER waives any irregularities in the annexation process and specifically waives LANDOWNER'S right to protest annexation of the LAND. The Parties acknowledge that CITY may choose not to complete the annexation of the LAND until more of the remaining land within its subdivision can be annexed simultaneously. Upon request of CITY, LANDOWNER agrees to provide an annexation plat prepared by a Wyoming registered land surveyor and at LANDOWNER'S sole cost and expense. LANDOWNER'S obligation in the preceding sentence is limited to plat expenses for the LAND only. Costs related to the annexation of any other land will be borne the relevant landowner in such annexation. LANDOWNER agrees that the timing of the annexation is within the sole discretion of CITY. Except for the notices required by W.S. 15-1-405, CITY may initiate the annexation of the LAND at any time and without notice to LANDOWNER after this AGREEMENT has been signed.

4. **Effect of Annexation**.

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

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

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

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

A. WATER

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

ii. LANDOWNER shall pay all costs related to the water service connection, including, if applicable in the future, the construction, installation, and extension of required mains and related appurtenances between the LAND and the LANDOWNER'S point of service, as determined at the sole discretion of CITY. LANDOWNER will not be responsible for costs associated with construction, installation, and extension of mains to real estate not within the LAND. If, in the future, regardless of whether annexation has occurred, LANDOWNER requires construction, installation, and extension of a main and related appurtenances, LANDOWNER must obtain a permit from CITY to construct the extension of the water main to serve the LAND. In such case, prior to connecting to the CITY water system, CITY will inspect the water main extension and, upon approval, recommend acceptance to the City Council as part of the CITY water system. In accordance with WyDEQ Water Quality and City Design and Construction Standards, all water service lines 2" and larger and all water mains that shall be dedicated to the City of Gillette for long-term ownership, operation and maintenance shall be designed and

certified by a Professional Engineer registered to practice in the State of Wyoming. The Professional Engineer shall be retained to certify construction compliance of these water systems prior to acceptance by the Governing Body of the City of Gillette in accordance with the necessary water quality permit. The LANDOWNER shall provide a letter of credit, cashier's check or other financial guarantee in the amount of the actual construction costs as estimated by the LANDOWNER's Professional Engineer as part of a required Infrastructure Agreement to be reviewed, approved and executed by the City Engineer and the LANDOWNER.

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

iv. Prior to connecting to the CITY water system, LANDOWNER shall pay CITY any applicable Water System Development Charges as stated in Chapter 17 of the Gillette City Code, as amended.

v. LANDOWNER shall install any needed water service line according to CITY specifications and shall be solely responsible for maintaining such service line in accordance with Gillette City Code.

vi. LANDOWNER shall pay all required water meter and related appurtenance charges as established City Customer Service Fee Resolution for the City to furnish and the necessary water meter and remote monitoring equipment.

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

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

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

B. SEWER

i. CITY shall provide LANDOWNER one (1) service connection to connect the LAND to the CITY sewer system. LANDOWNER shall establish a billing account with CITY and pay monthly sewer bills.

ii. LANDOWNER shall pay all costs related to the sewer service connection, including, if applicable in the future, the construction, installation and extension of required mains and related appurtenances between the LAND and the LANDOWNER'S point of service, as determined at the sole discretion of CITY. LANDOWNER will not be responsible for costs associated with construction, installation, and extension of mains to real estate not within the LAND. If, in the future, regardless of whether annexation has occurred, LANDOWNER requires construction, installation, and extension of a main and related appurtenances, LANDOWNER must obtain a permit from CITY to construct the extension of the sewer main to serve the LAND In such case, prior to connection, if any sewer main extensions are required, the Gillette City Council must accept the LAND's sewer infrastructure for public use. All private sewer service lines in excess of 4" diameter and all sewer mains that shall be dedicated to the City of Gillette for long-term operation, maintenance and ownership will require a City of Gillette Permit to Construct in accordance City Design Standards and WyDEQ Water Quality Standards. A Professional Engineer licensed to practice in the State of Wyoming shall be retained by the LANDOWNER. The Engineer shall prepare the sewer system design and submit to the City Engineer for review and approval. The Engineer shall provide estimates of the construction cost of the sewer system which will be used to determine the financial guarantee the LANDOWNER shall provide to ensure completion of any public sewer system that will be dedicate to the city. An Infrastructure Agreement between the Landowner and the City shall be executed for the completion of the sewer system improvements. The Engineer shall be retained by the Landowner

to certify construction compliance prior to acceptance by the Governing Body of the City of Gillette.

iii. Prior to connection to the CITY sewer system, LANDOWNER shall pay CITY any applicable Plant Investment Fee, and all required Secondary Plant Investment Fees for reimbursement of the City's cost to extend any Sewer Main that was installed in the 2000's to serve this area, as stated in the South Douglas Hwy W&S District calculation for Secondary PIF's. Based on this calculation, the sum total of the reimbursement Secondary Plant Investment Fee is $255.62.

iv. LANDOWNER shall install any needed sewer service line according to CITY specifications and shall be solely responsible for maintaining such service line, in accordance with Gillette City Code.

v. LANDOWNER shall connect all buildings requiring sanitary sewer service to the City's sewer system and remove or render inoperable all privies, vaults, septic tanks, or other such items presently serving those buildings. LANDOWNER acknowledges that any buildings that could potentially be sold will require a separate service line to the public sewer main.

vi. With respect to CITY sewer services, LANDOWNER must obtain a plumbing permit from Campbell County. LANDOWNER shall notify CITY when LANDOWNER desires sewer service connection be activated.

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

C. OTHER IMPROVEMENTS

The LANDOWNER shall coordinate with the State of Wyoming Department of Transportation to secure all necessary permits for an access to State Hwy 59. An executed copy of the approved WYDOT access permits shall be provided to the City Engineer prior to the activation of water and sewer service.

D. IMPROVEMENTS AFTER ANNEXATION

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

i. Storm Sewer. If applicable, LANDOWNER shall design and install any storm drainage system improvements in compliance with all City Storm Water Design and Construction Standards.

ii. City Power. LANDOWNER shall terminate all service with the existing power provider and shall become a CITY Power customer. The LANDOWNER shall be responsible for all fees and charges associated with this conversion similar to other conversion charges imposed upon similar annexations.

iii. Zoning Requirements. LANDOWNER shall construct a concrete or asphalt access road and parking areas in accordance with the CITY'S Zoning Ordinance. If required by the CITY'S Zoning Ordinance, LANDOWNDER shall remove all billboards or other non-conforming items on the Land.

iv. LANDOWNER shall construct all other public and private improvements required by adopted Design Standards, Construction Standards, Subdivision Regulations, Zoning Ordinances and all other regulations.

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

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

7. **General Provisions**.

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

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

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

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

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

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

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

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

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

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

LANDOWNER: CHASTEEN INVESTMENTS LLC

Signature:_____ Date:_____

Printed: **William Chasteen, OWNER of Chasteen Investments LLC**

STATE OF _____)

) ss.
COUNTY OF _____)

The above and foregoing instrument was acknowledged before me by William Chasteen, Owner of Chasteen Investments LLC this _____ day of _____, 202__.

Witness my hand and official seal.

_____
My Commission Expires: Notary Public
My Notary ID:

CITY: CITY OF GILLETTE, WYOMING

_____ Date:_____
SHAY LUNDVALL, MAYOR

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me Shay Lundvall, Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

_____
Notary Public
My Commission Expires:
My Notary ID:

5437 S Douglas Hwy - 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 333 feet

1 inch equals 0.06 miles

January 28, 2025

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Council Consideration of a Pre-Annexation Agreement between the City of Gillette and Daniel and Debby Ward for Property Located in the Northwest Portion of the Northwest Section 9, Township 49, Range 72 Along West Southern Drive.

SUGGESTED ACTION:

I Move to Approve the Pre-Annexation Agreement between the City of Gillette and Daniel and Debby Ward for Property Located in the Northwest Portion of the Northwest Section 9, Township 49, Range 72 Along West Southern Drive.

PROJECT NUMBER:

PL2025-0017

CASE BACKGROUND:

The Owner is seeking a Pre-Annexation Agreement with the City of Gillette for property located in the Northwest Portion of the Northwest Section 9, Township 49, Range 72 Along West Southern Drive. Currently, a thirty-six-inch (36”) Madison transmission line runs along the front of the property in Southern Drive right-of-way. On the north side of Southern Drive within the right-of-way is a twelve-inch (12”) distribution line. After conferring with the City Engineering Division, if a Pre-Annexation Agreement is granted, the water service would come off of the twelve-inch (12”) line at the property owner’s expense.

The property is currently unplatted county land and there are currently no structures on the property; because of these two factors, an address has not been assigned to the property by the County.

At the regularly scheduled City Council meeting on June 3, 2025, City Council granted Staff Permission to Negotiate for this Proposed Pre-Annexation Agreement.

STAFF RECOMMENDATION:

Staff recommends approval.

ACTUAL COST VS BUDGET:

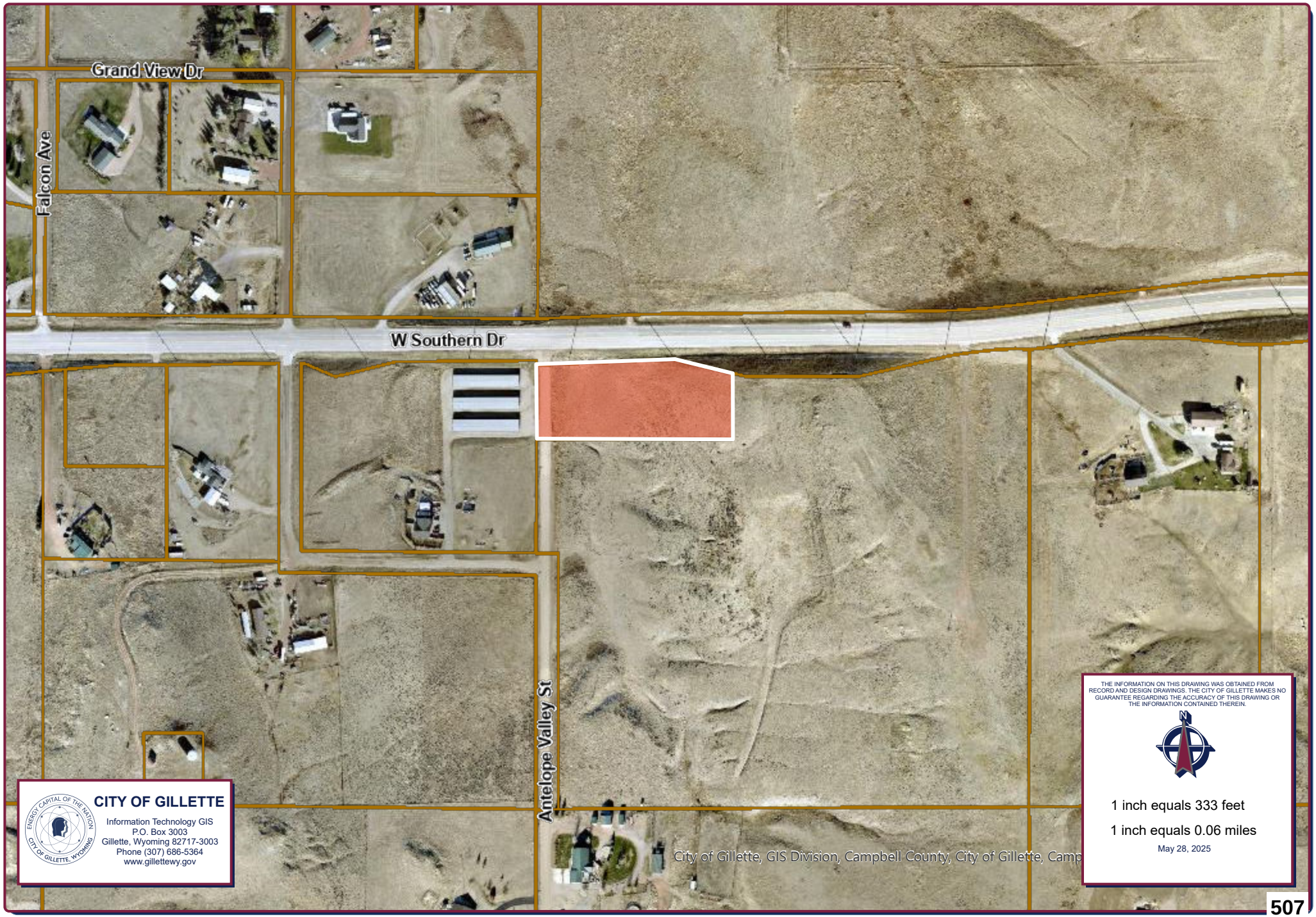
N/A

STAFF REFERENCE:

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

ATTACHMENTS:
Vicinity Map - Zoomed In
Water Assets - Southern Drive
FINAL Southern Drive Pre-Annexation Agreement 7-18-2025

Vicinity Map - Southern Drive



CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
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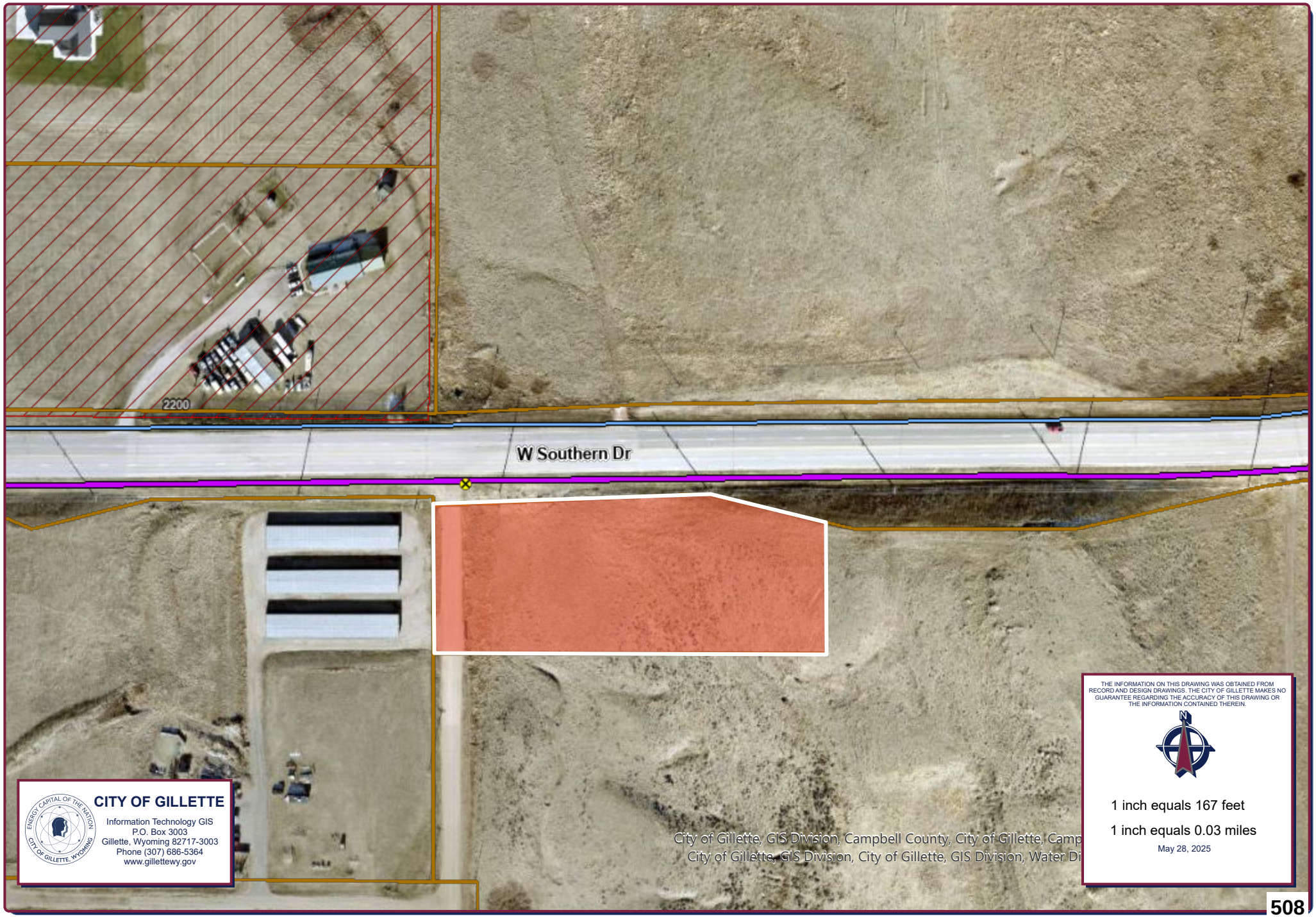
THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.

1 inch equals 333 feet

1 inch equals 0.06 miles

May 28, 2025

Water Assets - Southern Drive



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

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

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 167 feet

1 inch equals 0.03 miles

May 28, 2025

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

THIS PRE-ANNEXATION AGREEMENT AND PETITION FOR ANNEXATION ("AGREEMENT") made this _____day of _____, 2025, between Daniel W. Ward and Debby K. Ward ("LANDOWNER"), and the City of Gillette, Wyoming, a municipal corporation and City of the First Class, ("CITY"). LANDOWNER and CITY may be referred to as the "Parties."

RECITALS

A. LANDOWNER owns real estate located at Northwest Portion Of the Northwest Section 9, Township 49, Range 72 that is more particularly described as follows:

> Beginning at a point on the West boundary of said Section 9 at the South right-of-way of Southern Drive from which the Northwest corner of said Section 9 lies N00°02'35"E a distance of 125.23 feet; Thence N87°25'41"E along the said Southern right-of-way of Southern Drive a distance of 368.40 feet; Thence S76°41'59"E along the said South right-of-way of Southern Drive a distance of 168.04 feet; Thence S00°02'35"W parallel with the West boundary of the said NW1/4 NW1/4 of Section 9 a distance of 177.87 feet; Thence West a distance of 531.58 feet to the West boundary of the said NW1/4 NW1/4 of Section 9; Thence N00°02'35"E along the said West boundary of the NW1/4 NW1/4 of Section 9 a distance of 200.00 feet to the POINT OF BEARING.

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

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

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

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

AGREEMENT

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

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

> A. Recording Obligations. LANDOWNER shall incorporate this covenant to annex on each deed for any parcel of land existing or created within the LAND. If LANDOWNER sells or conveys any of the LAND prior to annexation, a commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether presently platted or subdivided. This commitment must state that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Gillette City Council." The commitment to annex shall be recorded as part of each deed and is a covenant running with the LAND and any part thereof. This commitment to annex is enforceable by the CITY.
>
> B. Notice of Intent to Subdivide. If, prior to annexation, LANDOWNER seeks to subdivide any part of the LAND, and Campbell County approves such subdivision, then any such approved subdivision, along with any agreement, covenant, restriction, or zoning classification must be submitted to CITY prior to the recording of the subdivision plat or sale of any parcel of the LAND.
>
> C. Construction of Structures. Prior to constructing any structures on the LAND, LANDOWNER must obtain the relevant Campbell County permits and inspections, including building, plumbing, or zoning permits and inspections. LANDOWNER must construct all structures such that they comply with Chapter 5 of the Gillette City Code, as amended.

2. **AGREEMENT as a Petition to Annex**. LANDOWNER hereby deems this AGREEMENT a petition to the Gillette City Council to annex the LAND. LANDOWNER warrants that LANDOWNER is the owner of the LAND. LANDOWNER agrees that this

AGREEMENT may be filed with the City Clerk at the sole discretion of the CITY to commence annexation procedures.

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

4. **Effect of Annexation**.

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

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

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

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

A. WATER

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

ii. LANDOWNER shall pay all costs related to the water service connection, including, if applicable in the future, the construction, installation, and extension of required mains and related appurtenances between the LAND and the point of service, as determined at the sole discretion of CITY. If, in the future, regardless of whether annexation has occurred, if LANDOWNER requires construction, installation, and extension of a main and related appurtenances, LANDOWNER must obtain a permit from CITY to construct the extension of the water main to serve the LAND. In such case, prior to connecting to the CITY water system, CITY will inspect the water main extension and, upon approval, recommend acceptance to the City Council as part of the CITY water system. In accordance with WyDEQ Water Quality and City Design and Construction Standards, all water service lines 2" and larger and all water mains that shall be dedicated to the City of Gillette for long-term ownership, operation and maintenance shall be designed and certified by a Professional Engineer registered to practice in the State of Wyoming. The Professional Engineer shall be retained to certify construction compliance of these water systems prior to acceptance by the Governing Body of the City of Gillette in accordance with the necessary water quality permit. The LANDOWNER shall provide a letter of credit, cashier's check or other financial guarantee in the amount of the actual

construction costs as estimated by the LANDOWNER's Professional Engineer as part of a required Infrastructure Agreement to be reviewed, approved and executed by the City Engineer and the LANDOWNER.

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

iv. Prior to connecting to the CITY water system, LANDOWNER shall pay CITY any applicable Water System Development Charges as stated in Chapter 17 of the Gillette City Code, as amended.

v. LANDOWNER shall install any needed water service line according to CITY specifications and shall be solely responsible for maintaining such service line.

vi. LANDOWNER shall pay all required water meter and related appurtenance charges as established City Customer Service Fee Resolution for the City to furnish and the necessary water meter and remote monitoring equipment.

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

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

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

B. OTHER IMPROVEMENTS

The LANDOWNER shall coordinate with the State of Wyoming Department of Transportation to secure all necessary permits for an access to Southern Drive. An executed copy of the approved WYDOT access permits shall be provided to the City Engineer prior to the activation of water and sewer service.

C. IMPROVEMENTS UPON ANNEXATION

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

Commented [SS1]: This is the only letter headed section (e.g. A., B., C., etc.) that has a number following it. The rest immediately go from letters to roman numerals. I feel like that should be modified here and below for the rest of the C. sub sections

a. *Sewer*. Any planned or future sewer system improvement shall be designed and installed to comply with all City Standard Design and Construction Standards, where applicable.

b. *Storm Sewer*. Any storm drainage system improvements shall be designed and installed to comply with all City Storm Water Design and Construction Standards, where applicable.

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

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

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

2. Notification of Necessary Improvements. The CITY shall identify all necessary improvements under Section 5(C)(1) in the statutory annexation report associated with

the LAND. LANDOWNER will not be responsible for any improvements that are not identified in such annexation report.

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

7. **General Provisions**.

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

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

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

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

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

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

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

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

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

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

LANDOWNER: Daniel W. Ward and Debby K. Ward

Signature:_____ Date:_____

Printed: **[Daniel W. Ward]**

STATE OF _____)
) ss.
COUNTY OF _____)

The above and foregoing instrument was acknowledged before me by Landowner Daniel W. Ward, this _____day of _____, 202__.

Signature:_____ Date:_____

Printed: **[Debby K. Ward]**

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Landowner Debby K. Ward, this _____day of _____, 202__.

_____
My Commission Expires: Notary Public
My Notary ID:

CITY: CITY OF GILLETTE, WYOMING

_____ Date:_____
SHAY LUNDVALL, MAYOR

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by Shay Lundvall, Mayor of the City of Gillette.

_____
Notary Public
My Commission Expires:
My Notary ID:

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

ORDINANCE 1ST READING
Council Consideration of an Ordinance Approving and Authorizing the Partial Vacation of a 20-Foot-Wide General Utility & Water Line Easement Recorded in Book 11 of Plats, Page 241, by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 6/0)

SUGGESTED ACTION:

I move to Approve an Ordinance Approving and Authorizing the Partial Vacation of a 20-Foot-Wide General Utility & Water Line Easement Recorded in Book 11 of Plats, Page 241, by the Campbell County Clerk; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

APPLICANT/OWNER:

C&J Real Estate LLC, Owner

AGENT:

Cevin Imus, Land Surveying Incorporated

CASE BACKGROUND:

The applicant is requesting the vacation of the western 15 feet of an existing 20-foot Utility and Water Line Easement located entirely within the property at 75 Saint Andrews Lane. The portion proposed for vacation measures approximately 74 feet in length and encompasses a total area of 1,111 square feet.

The easement was originally established to provide utility access during the development of the Tenth Hole Estates Phase 1 & 2 and The Villas at Tenth Hole Estates subdivisions, specifically while Phases 3 & 4 of Tenth Hole Estates were being developed. Since that time, all phases of the subdivisions have been fully built out, and the utilities that once occupied the easement area have been permanently rerouted to accommodate the final subdivision layout.

As required, the applicant submitted an 811 utility locate ticket with the easement vacation request.

The utility locate confirms that no active utilities are present within the area proposed for vacation. Additionally, City staff have not received any objections from internal utility divisions or external utility providers regarding the proposed vacation.

This case was approved by the Planning Commission during their July 22, 2025, meeting with a vote of 6/0.

CASE REQUIREMENTS:

All comments from the staff review process shall be addressed.

STAFF REFERENCE:

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

ATTACHMENTS:
Partial Easement Vacation Exhibit
Vicinity Map
Utility Locate Ticket
75 Saint Andrews Ln Planning Requiremets
75 Saint Andrews Ln Ordinance
Planning Commission Minutes July 22, 2025

PARTIAL EASEMENT VACATION

BEING SITUATED IN A PORTION OF
LOT 3, BLOCK 4 OF
TENTH HOLE ESTATES PHASE IV
CITY OF GILLETTE,
CAMPBELL COUNTY, WYOMING

LEGAL DESCRIPTION:

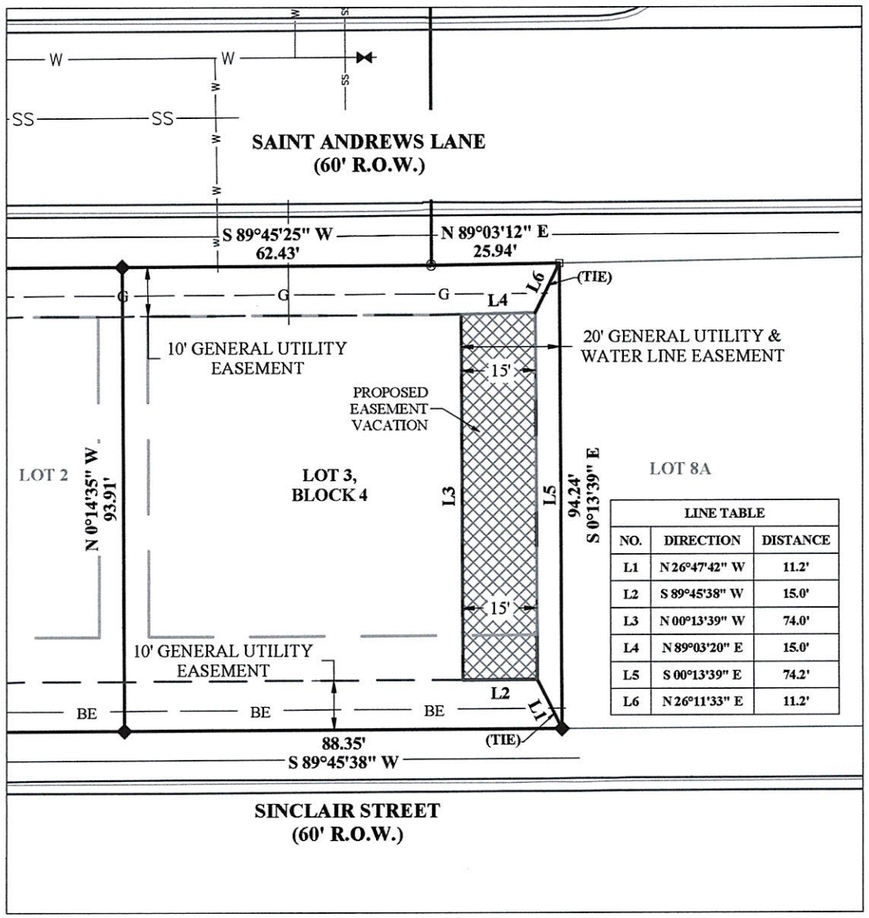
THE FOLLOWING METES AND BOUNDS DESCRIPTION IS FOR A PARTIAL EASEMENT VACATION SITUATED IN A PORTION OF LOT 3, BLOCK 4 OF TENTH HOLE ESTATES PHASE IV, CITY OF GILLETTE, CAMBELL COUNTY, WYOMING AS OFFICIALLY RECORDED IN BOOK 11 OF PLATS, PAGE 241, FOLDER 66 OF THE CAMPBELL COUNTY CLERK AND RECORDERS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID SUBDIVISION, SAID CORNER BEING MONUMENTED WITH AN ALUMINUM CAP, RLS 2333; THENCE S 0°13'39" E ALONG THE EASTERLY BOUNDARY OF OF SAID SUBDIVISION AND LOT 3 FOR A DISTANCE OF 94.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, SAID CORNER BEING MONUMENTED WITH AN ALUMINUM CAP, PLS 18548; THENCE N 26°47'42" W FOR A DISTANCE 11.18 FEET AND BEING THE POINT OF BEGINNING:

THENCE S 89°45'38" W FOR A DISTANCE OF 15.00 FEET TO A POINT; THENCE N 00°13'39" W FOR A DISTANCE OF 73.99 FEET TO A POINT; THENCE N 89°03'12" E FOR A DISTANCE OF 15.00 FEET TO A POINT, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 3 BEARS N 26°11'33" E FOR A DISTANCE OF 11.23 FEET, SAID CORNER BEING MONUMENTED WITH AN ALUMINUM CAP, RLS 2333; THENCE S 0°13'39" E FOR A DISTANCE OF 74.18 FEET TO THE POINT OF BEGINNING:

SAID PARTIAL EASEMENT VACATION HAVING A TOTAL AREA OF 1,1111.2 SQ. FT., MORE OR LESS.

SUBJECT TO ALL PRIOR COVENANTS, RESERVATIONS, EASEMENTS, CONDITIONS AND RIGHTS APPEARING OF RECORD.



LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	N 26°47'42" W	11.2'
L2	S 89°45'38" W	15.0'
L3	N 00°13'39" W	74.0'
L4	N 89°03'20" E	15.0'
L5	S 00°13'39" E	74.2'
L6	N 26°11'33" E	11.2'

I, President Cevin C. Imus, of Gillette Wyoming, hereby certify that this plat was made from notes taken during an actual survey performed by Gavin Koelsch on JUNE 2, 2025, and that the said "PARTIAL EASEMENT VACATION" is accurately represented on this plat detailing the corners accepted and set out on the ground as shown hereon.

Professional Land Surveyor
Cevin C. Imus
9328
Date 6/7/2025
WYOMING

N
W
E
SCALE: 1" = 30'

LEGEND

◆ =(FOUND) ALUMINUM CAP, PLS 18548
□ =(FOUND) ALUMINUM CAP, RLS 2333
Ⓡ =(FOUND) BARE REBARE, NO CAP

W =WATER LINE
SS =SANITARY SEWER
BE =BURIED ELECTRIC
G =GAS LINE

P:\2025\WEST CONSTRUCTION\25-097A\DRAFTING\25-097A_ROS.DWG

CREATED BY: CIMUS	CREATED DATE: 6/6/2025	LSI - NEW GILLETTE CITY
REVIEWER: CCI	APPROVED DATE: 6/7/2025	
REVISION HISTORY		

Prepared For:
WEST CONSTRUCTION
1403 E. 7TH STREET
GILLETTE, WY 82716

Prepared By:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716

Location:
PARTIAL EASEMENT VACATION
BEING SITUATED IN A PORTION OF
LOT 3, BLOCK 4 OF
TENTH HOLES ESTATES PHASE IV
CITY OF GILLETTE
CAMPBELL COUNTY, WYOMING

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 42 feet

1 inch equals 0.01 miles

June 13, 2025

Ticket No: 20252301129

Excavator Details

Caller Id: 17715
Contact: cory west
Company: west construction llc
Phone: 307-682-2104
Mobile: 307-682-2104
Email: westconstruction@vcn.com

Dig Site and Ticket Details



Open Map

trying to see if any utilities under payment

Ticket Medium	Web
Ticket Status	Original
Ticket Type	Regular
Previous Ticket No.	Not Supplied
User Reference	west construction
Ticket Date (MTZ)	06/03/2025 09:49 AM
Work Start Date (MTZ)	06/05/2025 09:49 AM
Work Expire Date (MTZ)	06/25/2025 09:49 AM
Address	75 St Andrews Ln, Gillette, 82718
Nearest Cross Street	oakmount ave
Type of work	Groundwork
Activity	Grading
Excavation Method	Grading
Excavation Depth	>48in
Public Property	None
Private Property	Private Property
Onsite Contact	cory west
Onsite Phone	3076608536
Municipality	Not Supplied
Nearest Community	Not Supplied
Rural Subdivision	Not Supplied

Your Responsibilities

- Do not proceed with any excavation until all notified utility owners have responded by providing clearance, OR by identifying the location of their facilities with maps OR by placing locate marks on the ground.
- Pothole to establish the exact location of all underground utilities using soft digging methods, before using heavy machinery.
- If you damage an underground utility, you MUST advise the utility owner directly and immediately.
- By using the One-Call of Wyoming, Inc. service, you agree to our privacy policy and the terms and conditions set out on our web site.
- **For more information, visit www.onecallofwyoming.com**

Utility Owner Details

The public utility owners listed below with a Status of "Notification Sent" have been requested to respond to your request. They may contact you directly for clarification of your request details.

Station Code	Authority Name	Phone	Status
KM7	BLACK HILLS ENERGY (KM7)	1-888-890-5554	Notification Sent
QL1	CENTURYLINK (QL1)	877-366-8344	Notification Sent
AB1	CHARTER COMMUNICATIONS (Gillette AB1)	3076824303	Notification Sent
COG	CITY OF GILLETTE (COG)	307-686-5276	Notification Sent
VCI	VISIONARY COMMUNICATIONS INC (VCI)	3076855485	Notification Sent

END OF UTILITIES LIST

PL2025-0024 | Easement Vacation | 75 Saint Andrews Ln

Planning Requirements

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

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE PARTIAL VACATION OF A 20-FOOT-WIDE GENERAL UTILITY & WATER LINE EASEMENT RECORDED IN BOOK 11 OF PLATS, PAGE 241, BY THE CAMPBELL COUNTY CLERK; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

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

SECTION ONE.
Pursuant to the petition of the City of Gillette and with the permission of the property owner of Lot 3, Block 4 of Tenth Hole Estates Phase IV, and the authority of W.S. 15-6-104 and W.S. 34-12-106 through W.S. 34-12-110, the City Council finds that the partial vacation of the westerly 15-foot of the 20-foot-wide utility & water line easement, as contained entirely within of Lot 3, Block 4 of Tenth Hole Estates Phase IV, the easement being recorded by the Campbell County Clerk in Book 11 of Plats, Page 241, will not abridge or destroy any of the rights and privileges of the other landowners in the vicinity of the vacation, and further finds that the vacation is in the best interest of the City of Gillette. For a more detailed location of the vacation see the attached "Partial Easement Vacation" exhibit.

SECTION TWO.
(a) The Ordinance and "Partial Easement Vacation" exhibit shall be recorded at the Campbell County Clerk's Office upon approval of the Vacation by City Council.

SECTION THREE. This ordinance shall be in full force and effect on its effective date, _____, 2025.

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2025.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk
Publication Date: _____, 2025

STATE OF WYOMING)
)ss.
County of Campbell)

On this ___ day of _____, 2025, before me personally appeared Shay Lundvall, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Shay Lundvall acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ July 22, 2025 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Jack Colson

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

CALL TO ORDER

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

APPROVAL OF THE MINUTES

A motion was made by Vice-Chair Cone to approve the meeting minutes of July 8, 2025. Matthew Nelson seconded the motion. Motion carried 5/0/1 Abstention.

Case No. PL2025-0024 – EASEMENT VACATION – 75 Saint Andrews Lane

The applicant, C&J Real Estate LLC, is requesting the vacation of the western 15 feet of an existing 20-foot utility and water line easement located entirely within the property at 75 Saint Andrews Lane.

The easement was originally established to provide utility access during the development of the Tenth Hole Estates Phase 1 & 2 and The Villas at Tenth Hole Estates subdivisions, specifically while Phases 3 & 4 of Tenth Hole Estates were being developed. Since that time, all phases of the subdivisions have been fully built out, and the utilities that once occupied the easement area have been permanently rerouted to accommodate the final subdivision layout.

Chair Hottell asked if city staff received any comments or calls from the public on the case. Shannon Stefanick said the city received no calls on this case.

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

Cevin Imus with Land Surveying Incorporated, agent for the case, was present and said there was an oversight when the plat was filed, and this utility easement 'slipped through the cracks'. Mr. Imus said the utility easement vacation will allow for a larger size home to be built on the lot.

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

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the August 12, 2025, meeting will be canceled and the next regular meeting will be August 26, 2025.

ADJOURNMENT

The meeting was adjourned at 5:19 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

ORDINANCE 1ST READING
Council Consideration of an Ordinance to Amend the Electrical Line Extension Policy for the City of Gillette and to Amend Chapter 17, 17-5 of the Gillette City code to Include Reference to the Amended Electrical Line Extension Policy.

SUGGESTED ACTION:

I move for approval of the Ordinance to Amend the Electrical Line Extension Policy for the City of Gillette and to Amend Chapter 17, 17-5 of the Gillette City code to Include Reference to the Amended Electrical Line Extension Policy.

CASE BACKGROUND:

In 2017, the Gillette City Council passed an ordinance establishing the Electrical Line Extension Policy. The purpose of this policy is to regulate the design and extension of the City's electrical distribution and service line system.

This ordinance proposes amendments to that policy. Attached is both the ordinance and a redline of the policy showing requested changes.

This amendment has been reviewed by the Public Works/Utilities Advisory Committee.

STAFF REFERENCE:

Joff Pilon, Director of Utilities; Sean Brown, City Attorney.

ATTACHMENTS:
Ordinance Amending Chp 17 re Line Extension Policy
City of Gillette Electrical Services Division Line Extension Policy_Redline

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ELECTRICAL LINE EXTENSION POLICY FOR THE CITY OF GILLETTE AND TO AMEND CHAPTER 17, SECTION 17-5 OF THE GILLETTE CITY CODE TO INCLUDE REFERENCE TO THE AMENDED ELECTRICAL LINE EXTENSION POLICY.

RECITALS

A. On January 17, 2017, the City of Gillette ("City") approved Ordinance No. 3911, which enacted the City's Electrical Line Extension Policy ("Policy") and revised Chapter 17 of the Gillette City Code to incorporate the Policy into the Gillette City Code.

B. The Governing Body of the City now wishes to update and amend the Policy and re-incorporate the policy into Chapter 17 of the Gillette City Code.

THEREFORE, be it ordained by the governing body of the City of Gillette:

SECTION ONE. The Electrical Line Extension Policy attached as **Exhibit A** is enacted into the Gillette City Code and incorporated herein as if fully set out in this Ordinance.

SECTION TWO. Chapter 17, Section 17-5, of the Gillette City Code is amended and replaced in its entirety with the following:

§17-5. Adoption of the Electrical Line Extension Policy.

The City of Gillette Electrical Line Policy is incorporated herein as if set out in full. This policy may be amended from time to time by the Gillette City Council through resolution. The purpose of this policy is to regulate the design and extension of the City's electrical distribution and service line system within the City of Gillette. Copies of this policy are available for inspection at the Electrical Engineering Division and Office of the City Clerk during normal business hours. The policy may be viewed on the City of Gillette's website. The Electrical Engineering Division will also provide copies for sale at a reasonable charge to cover the cost of the preparation of the volume.

First Reading: August 4, 2025.

Second Reading: ____, 2025.

PASSED AND APPROVED on Third and Final Reading this _____ day of _____ 2025.

_____
Shay Lundvall, Mayor

(S E A L)
ATTEST:

_____
Alicia Allen, City Clerk

Published: Gillette News Record
Date: _____
Signed: _____

EXHIBIT A

Electrical Line

Extension Policy

Amended by City Ordinance No. _____ on _____, 2025.

City of Gillette - Electrical Services Division
611 N. Exchange Avenue
Gillette, WY 82716

TELEPHONE: (307)686-5277
FAX: (307)686-6564
www.gillettewy.gov

Table of Contents

Section I – General Information

Purpose 4

Definitions 4

Departments, Phone Numbers and Addresses 5

Applicable Regulations 6

Application for Electrical Distribution System Extension 6

Application for Electrical Service Line System Extension 6

Permitting, Inspection and Acceptance 6

Customer Equipment Compatibility & Protection 7

Easements 7

Access & Right of Way 8

Section II – Distribution Systems

General Information 8

Distribution System Upgrades 9

Distribution System Extensions 9

Customer Responsibilities 9

Utility Responsibilities 9

Conduit Specifications 9

Conduit Installation 10

Riser Poles 10

Primary Voltage Junction Boxes and Switch Bases 10

Transformer Pads 11

Utility Equipment Protection 11

Secondary Voltage Pedestals 11

Street Lights 12

Joint Use of Trench 12

Surface Restoration 12

Section III – Customer Service Line Extension

General Information 12

Utility Provided Service Line 13
Customer Provided Service Line – Residential Underground 13
Customer Provided Service Line – Commercial and Industrial Underground 13
Service Line Upgrades, Modifications & Relocations 14
Multiple Services per Lot 14
Disconnection & Reconnection of Service 14
Temporary Service 14
Section IV – Mobile Home Parks (MHP)
New Mobile Home Parks 14
Existing Mobile Home Parks 15
Section V – Metering
General 15
Meter Sockets 15
Mounting of Meter Sockets 15
Instrument Rated Metering 16
Utility Approved Current Transformer Enclosure Alternatives 16

Appendix 1 – Standard Drawings
Appendix 2 – Available Fault Current Data
Appendix 3 – Net Metering
Appendix 4 – Capital Contribution Fee

General Additions:

1. Purpose

These standards have been prepared for the design and extension of the City's electrical distribution and service line system. It will set forth requirements, obligations and financial responsibilities for the Utility and the Customer. The City of Gillette Electrical Engineering Division will be responsible for all designs that affect the extension or modification of the electrical distribution and service line system. The City of Gillette encourages all customers in need of assistance to contact the City of Gillette Electrical Engineering Division at 307-686-5277.

2. Definitions

- *Utility*: The responsible department within the City of Gillette acting in its capacity to serve the citizens of Gillette electric power.
- *Customer*: Citizen or entity requiring electrical service. This may be a developer, contractor or the actual end user.
- *Distribution System*: Shall be that portion of the electrical utility infrastructure that serves more than one customer or distributes primary voltage.
- *Service Line System*: Shall be that portion of the utility or customer infrastructure that serves customer(s) or distributes secondary voltage.
- *NEC*: Current edition of the National Electric Code as adopted by the City of Gillette.
- *NESC*: Current edition of the National Electric Safety Code.
- *Point of Service*: Shall be the point where the customer owned equipment attaches to the utilities owned equipment. The exact point of service will be defined in these standards. All designs, installation and costs that are past the point of service are the customer's responsibility.
- *Final Established Grade*: Shall be the staked elevation determined by a licensed Land Surveyor.
- *IEEE*: SI Electrical units will be used for abbreviations
- *Nominal Primary Voltage*: 25kV
- *Nominal Secondary Voltage*: Single Phase 120/240V, 120/208V. Three Phase 120/208V, 277/480V
- *Class A Voltage*: ±5% of nominal secondary voltage

3. City of Gillette – Contact Information

Electrical Engineering Division
611 N Exchange Ave
Gillette, WY 82716
307-686-5277 (Main Office)
307-687-2530 (Field Inspection)

City of Gillette Central Warehouse
800 N Burma Ave
Gillette, WY 82716
307-686-5263 (Main Office)

Planning Division
201 E 5th Street, 2nd Floor
Gillette, WY 82716
307-686-5281 (Main Office)

Building Inspection
201 E 5th Street, 2nd Floor
Gillette, WY 82716
307-686-5260 (Main Office)

4. Applicable Regulations

a. *NEC*: All new, remodeled, or modified construction requiring electrical service within the City of Gillette shall conform to applicable provisions of the NEC.
b. *NESC*: All extensions of the City's electrical distribution system shall be installed to meet the minimum requirements of the NESC.
c. *City of Gillette Code*: All new, remodeled, or modified construction requiring electrical service within the City of Gillette shall conform to applicable provisions of the City of Gillette Code.
d. *City of Gillette Standard Construction Specifications*: All extensions and modifications of the City's electrical distribution system shall be installed following the latest version of the City of Gillette Standard Construction Specifications (i.e., warranty, safety, etc.).
e. *Conflicts in Regulations*: These standards are issued with the intent of complying with all applicable codes, ordinances, and standards; however, in the case of a conflict, the most stringent code, ordinance or standard will supersede. If there is a conflict between the applicable regulations contact the City of Gillette Electrical Engineering Division for clarification.

5. Application for Electrical Distribution System Extension

a. All electrical service system extensions or upgrades require an application submitted through the Planning Division.
b. It is also important that the Electrical Engineering Division be provided as much information as early as possible so all provisions required by the customer can be met.

6. Application for Electrical Service Line System Extension

a. All electrical service line system extensions or upgrades require a permit submitted through Building Inspection.
b. All new services or modifications of existing services shall be coordinated with the Electrical Engineering Division.

7. Permitting, Inspection and Acceptance

a. *Electrical Permits*: service line extensions and upgrades are under NEC jurisdiction and permits shall be obtained from Building Inspection.
b. *Electrical Permit to Construct*: prior to the installation of any portion of the electrical distribution system, the customer shall obtain an "Electrical Permit to Construct" from the Electrical Engineering Division. This permit shall be required for the release of City material issued from the City's Warehouse.
c. *Electrical Service System Inspection*: All new or upgraded services lines shall be inspected by an Electrical Engineering Division representative prior to the acceptance of the installation. Call the Electrical Engineering field inspection line to schedule necessary inspections.
d. *Electrical Service Line Extension Acceptance*: Building Inspection shall issue a "green tag" when all aspects of the service have been installed to meet the NEC. The Electrical Services Division will be notified that the service has passed inspection and is ready for connection to the Utility System.
e. *Electrical Distribution System Inspection*: All installations or modifications on the electrical distribution system shall be inspected by an Electrical Engineering Division representative prior

to the acceptance of the installation. Call the Electrical Engineering field inspection line to schedule necessary inspections.

f. *Electrical Distribution Extension Acceptance*: The customer must submit compaction test results and any other data relevant to the installation of the distribution system as required by the Electrical Engineering Division. A final inspection will be completed by the Electrical Engineering Division with the customer to ensure all design criteria have been met.

g. *Variations to Design*: When conditions are encountered during construction which require changes to the provided system design, changes shall be approved by an Electrical Engineering Division representative.

h. After project acceptance, the Distribution Extension will be completed by the Electrical Services Division.

8. Customer Equipment Compatibility & Protection

a. The Customer's electrical equipment and devices are required to have characteristics such that the Utility's distribution system is efficiently utilized and shall not interfere with the Utility's service or power quality to other customers (i.e. harmonics, power factor, etc.).

b. The Utility reserves the right to inspect and test any equipment connected to its distribution system and to require any information necessary to determine the operational characteristics of the equipment.

c. The Customer's equipment shall be designed to perform adequately within the standard voltage ranges and frequency provided on the Utility System.

d. Prior to the installation of any large, motorized equipment over 75 horsepower, the Customer shall submit specifications to the Utility regarding this equipment.

e. Prior to the installation of sensitive computerized equipment, the Customer shall submit specifications to the Utility regarding this equipment (this does not pertain to normal household appliances or personal computers).

f. Electric Service provided by the Utility may be subject to voltage disturbances which will not normally affect the performance of typical electrical equipment; however, voltage sensitive equipment may be impacted by these voltage disturbances. It is the Customer's responsibility to provide power conditioning devices necessary for protection of their equipment.

g. Electric Service provided by the Utility may be subject to a "loss of phase" type of disturbance. It is the Customers responsibility to provide protective devices for their equipment.

9. Easements

a. All utility owned equipment, with the exception of the customer's service line, shall be installed in a recorded easement, platted easement or in a dedicated right-of-way.

b. It is the customer's responsibility to provide all required easements to the Utility at no cost. All required easements shall be provided to Electrical Engineering and verified prior to the customer receiving a Certificate of Occupancy.

c. Minimum width of easements shall be ten (10) feet unless otherwise determined by the Electrical Engineering Division.

10. Access & Right of Way

a. The Customer shall grant free access to the customer's premises for the Utility to complete all projects and to maintain continuity of service, at times this may be without notice.

Section II - Distribution Systems

1. General Information

a. The Utility will provide electrical capacity to new developments for all electrical distribution system extensions. Distribution capacity up to 1MW will be provided, capacity over 1MW and its shared cost will be evaluated on a case-by-case basis.
b. All electrical distribution system extensions will be designed by the Electrical Engineering Division and installed underground.
c. All electrical underground distribution system extensions shall be installed in conduit.
d. The Customer responsibilities for new developments are outlined in the section titled 'Customer Responsibilities.
e. The Utility responsibilities for new developments are outlined in the section titled 'Utility Responsibilities'.
f. The Customer shall be responsible for notifying affected property owners prior to the beginning of construction.
g. Any exceptions to the Utility design shall be approved by the Electrical Engineering Division and paid for by the customer including all design, material, Utility labor and Utility equipment costs.
h. Trenches 8" and less in width shall follow the City of Gillette Standard Construction Specifications Section 16000.
i. Trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02220.
j. Backfill and compaction of trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02225.
k. Seeding and surface restoration shall follow City of Gillette Standard Construction Specifications Section 02900.
l. As a utility, we operate a looped Distribution System to maintain reliability. The Customer shall be required to extend conduit to adjacent property(ies) according to Utility Design.
m. New residential developments shall have all equipment installed in the front of lots, unless otherwise approved by Electrical Engineering.
n. It is the Utility's responsibility to deliver Class A voltage to a Utility owned meter.
o. In the instance of a Utility owned meter being beyond the point of service, it shall be the customer's responsibility to ensure that Class A voltage is delivered to the Utility owned meter.
p. There shall be no decorations on Utility owned electrical equipment. Examples include painting, decorative stickers, signage, etc.
q. There shall be no customer building on or over Utility owned electrical equipment.
r. Payment for Distribution System invoices shall be paid in full before obtaining Certificate of Occupancy and/or power being delivered.

2. Distribution System Upgrades

a. Customers may request modifications of the system to the Electrical Engineering Division.

b. The Customer will be responsible for all costs associated with the requested modifications including Utility labor, vehicle and equipment costs.
c. City will provide transformers up to 1MW. Anything exceeding 1MW will be evaluated on a case-by-case basis.

3. Distribution System Extensions

a. Customer Responsibilities

- Customer shall provide and install per project design:
    - Trench to required depth
    - Backfill and compact trench
    - Required conduit
    - Ground rods
    - Street light conductors and connectors
    - Compaction test(s), as required
    - Other components, as required
    - Conduit extension to adjacent property(ies).
- Customer shall purchase from the City of Gillette Warehouse and install:
    - Equipment pads
    - Primary junction boxes
    - Secondary pedestals
    - Street light pedestals, poles, luminaires and photo eyes
    - Other components, as required
- Customer shall be invoiced from the Utility:
    - Primary cable
    - Secondary conductors
    - Grounding wire
    - Terminations and connectors
    - Other components, as required

b. Utility Responsibilities

- Utility shall provide and install the following:
    - Project design and inspection
    - All transformers up to 1MW and switch cabinets within the development
    - Labor to install conductors, components and connectors
    - Equipment and vehicles associated with the installation of distribution system extensions

4. Conduit Specifications

a. PVC conduit shall be schedule 40 grade.
b. P.E. conduit shall be SDR 13.5. (Note: only Utility approved connectors shall be used when transitioning from P.E. conduit to any other type of conduit.)
c. Horizontal sweeps shall be 48" radius GRC (Galvanized Rigid Conduit) conduit for primary cable installations.

d. Any transition from GRC to PE or PVC conduit shall have only approved connectors per specs. Acceptable conduit sizes are: 1", 2", 2.5", 4", and 6".
e. All sweeps shall be a standard factory 90 degree radius PVC conduit.
f. All sweeps shall be 12" radius 1" PVC conduit for street light conduit.
g. Sweeps shall be 24" inch radius GRC with 10' length of GRC attached horizontally for primary voltage junction boxes and transformer box pads.
h. The following sizes of conduit shall be required for the corresponding installations:
    - Three-Phase primary - 4/0 cable: 6" conduit
    - Three-Phase primary - 1/0 cable: 4" conduit
    - Single-Phase primary - 1/0 cable: 2.5" conduit
    - Secondary distribution – 350 mcm triplex in 2.5" conduit
    - Secondary distribution - 350 mcm quad in 4" conduit
    - Secondary distribution – 4/0 triplex in 2.5" conduit
    - Secondary distribution - 4/0 quad in 4" conduit
    - Service runs: minimum 2" conduit (depending on service size)
    - Street Lighting circuits: 1" conduit

5. Conduit Installation

a. All trenching and backfill shall be in accordance with the latest edition of the City of Gillette Standard Construction Specifications.
b. All conduit installed by the Customer shall be inspected by the Utility after installation and prior to backfill.
c. Conduit for primary voltage cable shall be installed with a minimum of 48 inches of cover based on the Final Established Grade.
d. Conduit for secondary voltage cable shall be installed with a minimum of 24 inches of cover based on the Final Established Grade.
e. All conduit systems shall have a nylon pull string with a minimum tensile strength of 200 pounds installed. The pull string shall not be installed prior to the complete conduit system being installed. The Utility shall be contacted by the Customer prior to the installation of pull string
f. Quality of conduit installation must be proofed using a rigid foam mouse while installing string.

6. Riser Poles

a. The Customer shall furnish all conduit material necessary, including conduit straps, for the Utility to construct the riser. The first 10 feet above the ground line on all risers shall be GRC, the remaining conduit for the riser shall be schedule 40 PVC. This includes both primary and secondary voltage risers.
b. A weather head shall be provided by the Customer for all secondary riser applications.

7. Primary Voltage Junction Boxes and Switch Cabinet Bases

a. The Customer shall provide excavation, backfill, compaction and installation of junction boxes and switch bases
b. Compaction testing shall be in accordance with the latest version of the City of Gillette Standard Construction Specifications.

c. The Customer shall have a minimum of one compaction test over the compacted trench at all equipment pad and junction box locations. Additional compaction tests may be required at the discretion of Electrical Engineering.
d. The top of all conduit risers shall not extend more than 4" above the bottom of the ground sleeve. Sweeps shall not be cut off without prior approval of Electrical Engineering.
e. Extreme caution must be exercised during compaction so as not to damage or deform the ground sleeve or junction box during construction, wheel compaction using a backhoe or trencher shall not be permitted.
f. Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit and ground rod(s) placement in equipment pads/bases.
g. All installed equipment pads shall be a minimum of 4' from fire hydrants.
h. Gravel shall be installed in the bottom of equipment. Consisting of 1-½" minus crushed limestone, at a depth of 4".
i. Burial depth of equipment to be determined in the field by Electrical Engineering based on the Final Established Grade.

8. Transformer Pads

a. The Customer shall provide excavation, backfill, compaction and installation of transformer pads.
b. Compaction testing shall be in accordance with the latest version of the City of Gillette Standard Construction Specifications.
c. The Customer shall have a minimum of one compaction test over the compacted trench at equipment pad location. Additional compaction tests may be required at the discretion of Electrical Engineering.
d. The Customer may incorporate the transformer pad as an integral portion of a total equipment pad with the approval of the Electrical Engineering Division.
e. Transformer pads shall be located a minimum of 3' from any obstructions on the sides and the back. The front of the transformer will require a minimum of 10' of unobstructed area.
f. Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit and ground rod placement in transformer pads.
g. All installed transformer pads shall be a minimum of 4' from fire hydrants.
h. The top of transformer pads shall be installed at 6" above the Final Established Grade.

9. Utility Equipment Protection

a. Bollards, when required by Electrical Engineering, shall be provided and installed by Customer for utility equipment to protect from physical harm.
b. A standard drawing for bollards will be provided with the detailed Electrical Engineering design.

10. Secondary Voltage Pedestals

a. Adequate compaction at each pedestal location shall be completed by the Customer.
b. All pedestals shall be above ground style and installed so the locking mechanism is 4" above Final Established Grade as per engineered drawings, with the exception of installation in concrete or asphalt.
c. Pedestals installed in concrete or asphalt shall be set flush with the top of the surface and shall be incidental drive over rated.

d. Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit placement.

11. Street Lights

a. Drawings will be provided to the Customer with the detailed Electrical Engineering design for street light and pedestal locations, conduit size and route, and conductor size and type.
b. All street light poles shall be installed such that centerline of the pole is plumb.
c. Customer shall compact soil around the pole as it is backfilled to ensure it remains plumb.
d. Street light foundation design shall be provided by the Electrical Engineering Division.
e. Any Sonotube used to install street light bases shall be removed from the concrete base on the portion above ground.

12. Joint Use of Trench

a. Dry utility conduits and cables may be placed in the same trench with the Utility conduits and cables.
b. In a joint use trench, a minimum of 12" of vertical separation shall be maintained between conduits owned by the Utility and any other installed conduit owned by another entity.
c. Non wire utilities such as gas, water and sewer shall not be installed in a joint trench with electrical and communication conduits.
d. There shall be a 3' radial clearance between electric and gas lines.

13. Surface Restoration

a. After installation is complete, the Customer is responsible for all surface restoration within their development and any other areas of disturbance associated with their project.

Section III - Customer Service Line Extension

General:

1. General Information

a. Trenches 8" and less in width shall follow the City of Gillette Standard Construction Specifications Section 16000.
b. Trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02220.
c. Backfill and compaction of trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02225.
d. Seeding and surface restoration shall follow City of Gillette Standard Construction Specifications Section 02900.
e. All service lines shall reside on their respective lot or in an electrical easement.

2. Utility Provided Service Line

a. The Utility shall provide and install one single phase residential service up to 320 amps per lot.
b. The route of the service line shall be mutually agreed upon between the Customer and the Utility.
c. The route shall be as short as practical and shall avoid all obstructions.
d. No permanent structure shall be constructed over any Utility owned electrical line.

e. The Point of Service for all underground service lines shall be the line side of the Customer owned meter socket.
f. The Point of Service for all overhead service lines shall be the connections at the weather head.
g. All overhead service lines shall properly anchored. No screw in house knobs or eye screws allowed.
h. The Customer shall provide and install the appropriate size meter base with a main breaker built in for single phase services.
i. The Utility shall consult with the Customer to determine a mutually agreed upon location of the Customer owned meter socket.
j. The Customer shall provide the Utility access at all times as may be required for maintenance or service restoration, at times this may be without notice.
k. The Customer is responsible for all permit fees and Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.
l. At its discretion, the Utility may elect to install an overhead service within an overhead service area.

3. Customer Provided Residential Underground Service Line

a. The Customer is responsible for service 400-amp service and above for single phase residential service.
b. Access and availability for residential 3 phase service is extremely limited and at the discretion of Electrical Engineering.
c. The Customer is responsible for all three phase services and self-contained meter bases.

4. Customer Provided Commercial and Industrial Underground Service Line

a. Services 200 amps and below shall be installed to Utility design by the customer and maintained by the Utility for lots with only one service.
b. All services 320 amps and above shall be installed per NEC requirements and maintained by the Customer.
c. An address with multiple suites shall have individual Utility-owned meters.
d. The Customer shall install the three-phase meter base along with an NEC approved disconnect.
e. The Point of Service for all Customer owned services shall be the secondary connections at the Utility transformer or secondary pedestal, as determined by Electrical Engineering.
f. The Customer shall provide the Utility access at all times as may be required for maintenance or service restoration.
g. The Customer is responsible for permit fees and Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.

5. Service Line Upgrades, Modifications & Relocations

a. All service line upgrades, modifications or relocations are the Customer's responsibility and shall be coordinated through Electrical Engineering.
b. The Customer is responsible for permit fees and any additional Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.

6. Multiple Services per Lot

a. The Customer is responsible for all services for lots with more than one meter (i.e. a strip mall, four-plex or larger apartment buildings).

b. The Point of Service for all Customer owned services shall be the secondary connections at the Utility transformer or secondary pedestal, as determined by Electrical Engineering.
c. Any project requiring more than 6 meters/disconnects shall be installed to meet NEC and be inspected and approved by the City of Gillette Building Inspection Division.
d. All communication towers will be installed with a multi-gang meter base.

7. Disconnection & Reconnection of Service

a. Only authorized Utility employees shall make connections or disconnections for all electric services.

8. Temporary Service

a. The Customer is responsible for all costs to install temporary service(s) to the Utility point of service.
b. A location usable throughout the construction period shall be selected.
c. The Customer shall be responsible for stubbing into Utility equipment, as well as all removal and restoration.
d. Should relocation become necessary, it shall be treated as a separate temporary service and require an additional fee.
e. Temporary service for construction sites shall be located such that the meter is protected from physical damage.
f. Permit for temporary service shall be obtained from Building Inspection.
g. An account for temporary service shall be opened with Customer Service.
h. Customer shall pay the current temporary service fee(s) to Customer Service.

Section IV - Mobile Home Parks (MHP)

1. New Mobile Home Parks

a. The Customer shall install electrical systems in compliance with Utility construction standards following design provided by Electrical Engineering.
b. The Customer shall install all service lines from transformer to meter pedestals.
c. The Utility shall maintain service to each individual meter in the MHP. The point of service shall be the line side of the Customer owned meter pedestal.
d. The Customer shall provide meter pedestals for each lot and this meter pedestal must comply with NEC.
e. The Customer shall provide service from meter pedestal to the mobile home.
f. The Customer owned meter pedestals and service line to the home shall be inspected by Building Inspection.
g. The entire electrical system including meter pedestals shall be installed in permanent recorded easements.

2. Existing Mobile Home Parks

a. All upgrades to existing MHP services shall be in compliance with current Utility construction standards.
b. In the instance of a Utility owned meter being beyond the point of service, it shall be the customer's responsibility to ensure that Class A voltage is delivered to the Utility owned meter.

Section V - Metering

1. General

a. The Utility's tariff, rate schedule and the NEC require the delivery of each type and class of electrical service through one meter to one customer at one location.
b. Customers are not authorized to relocate any meter belonging to the Utility or interfere in any way with the meter, its connections, or operation. This shall include removal or tampering with meter seals.
c. All metering equipment must be installed outdoors at a location that is readily accessible to Utility employees.
d. All metering equipment shall be accessible and shall not be installed over window wells, under stairways, under decks, inside enclosed porches, behind doors, or in other unsafe locations.
e. The meter and metering equipment shall be at least 36" horizontally from a gas meter.
f. Minimum space shall be maintained in front of all metering in accordance with the NEC
g. The Customer shall consult with the Utility to find the best location for the meter that will facilitate meter reading, testing and replacement of meters.
h. If a meter is made inaccessible by the installation of a fence, enclosure or other obstruction, the Customer shall, at their expense, move the meter to an accessible location approved by the Utility or remove the obstruction.
i. All meter installations shall utilize the latest Utility metering technology. (i.e., AMI)

2. Meter Sockets

a. Customer shall provide and install the meter socket for single phase service up to 320 amps. The meter socket shall have a main breaker built into the assembly.
b. Customer shall purchase from the City of Gillette Warehouse and install meter sockets for single or three phase services 400 amps and above.
c. Ringed or ringless meter socket types shall be permitted.

3. Mounting of Meter Sockets

a. The meter shall have a mounting height such that the center of the meter is not less than 4' or more than 5' above the Final Established Grade immediately in front of the meter location.
b. Meter sockets must be plumb and level in all directions and securely mounted to a rigid structure.
c. Meter sockets mounted on a building must be secured to wall studs. Where it is not possible to mount to wall studs, blocking between wall studs of at least two 2x4's shall be used.
d. Conductors shall be securely fastened to their respective terminals and must be installed in a manner that will not interfere with the installation of the meter cover.
e. Metering equipment shall not be installed on or in Utility owned transformers.
f. Installation of finish surfaces (i.e., siding, brick, etc.) shall not interfere with the use of the factory knock-outs.

4. Instrument Rated Metering

a. This type of metering applies to services 400 amps and above single phase and 400 amps and above three phase.

b. The Utility shall provide the current transformers to the Customer for all instrument rated services.
c. The Customer shall provide and install an enclosure to house the current transformers.
d. Minimum size required for current transformer enclosure shall be:
    - 36" x 36" x 8" for three phase services 400 amps and above
    - 24" x24" x 8" for single phase services 400 amps and above.
e. A larger size current transformer enclosure may be substituted if determined by the Customer's electrical professional.
f. The Utility shall provide only window type current transformers. Customer provided current transformer enclosure shall accept only window type current transformers.
g. Current transformers shall not be installed in Customer owned indoor switch gear.
h. Current transformers must be installed outdoors at a location that is readily accessible to Utility employees.
i. Current transformers shall not be installed in Utility owned transformers.
j. Meter sockets shall not be installed on Utility owned transformers.
k. The Utility shall be responsible for meter circuit wiring of all instrument rated meter installations.

5. Utility Approved Current Transformer Enclosure Alternatives

a. Alternative 1:
    - The Customer shall provide a transition cabinet rated for the service. Customer shall install Utility provided current transformers over the bus inside the transition cabinet. Customer shall install the meter socket purchased from the Utility on the transition cabinet.
    - The utility shall be responsible for meter circuit wiring within the transition cabinet.
b. Alternative 2:
    - The Customer shall provide outdoor rated switchgear with a Utility compartment included to house Utility provided current transformers. Customer shall install the meter socket purchased from the Utility on the outside of the Customer provided outdoor rated switchgear.
    - The utility shall be responsible for meter circuit wiring within the outdoor rated switchgear.

Appendix 1

Standard Drawings

- Typical Trenching Detail
- Secondary Pedestal Installation
- Drive Over Secondary Pedestal Installation
- Single Phase Fiberglass Transformer Pad
- Three Phase Fiberglass 20" Transformer Pad
- Nordic Junction Box Ground Installation
- Switch Cabinet Base Installation
- Pad Mounted Equipment Clearances
- Equipment Placement – Front Lot Lines
- Equipment Placement – Rear Lot Lines
- Fire Hydrant Clearances
- Street Light Detail - Direct Bury – Residential
- Street Light & Foundation Detail – Highway
- Street Light & Foundation Detail – Shakespeare Acorn
- Typical Bollard Detail
- Meter Socket Installation
- CT Can Installation

Appendix 2

Available Fault Current Data

Approximate Available Fault Current Tables

Single Phase	Voltage		Bay-O-Net	
kVA	120/240V	240/480V	Manufacturer	Fuse
10	4.8 kA	2.4 kA	Cooper	C04
15	6.0 kA	3.0 kA	Cooper	C04
25	10.0 kA	5.0 kA	Cooper	C04
37.5	12.8 kA	6.4 kA	Cooper	C04
50	18.4 kA	9.2 kA	Cooper	C04
75	29.9 kA	15.0 kA	Cooper	C06
100	36.9 kA	18.4 kA	Cooper	C08
167	61.6 kA	30.8 kA	Cooper	C10

Three Phase	Voltage		Bay-O-Net	
kVA	120/208V	277/480V	Manufacturer	Fuse
45	9.0 kA	3.0 kA	Cooper	C04
75	21.8 kA	7.4 kA	Cooper	C04
112.5	25.7 kA	11.1 kA	Cooper	C04
150	43.5 kA	18.9 kA	Cooper	C06
225	51.3 kA	25.9 kA	Cooper	C06
300	63.8 kA	31.9 kA	Cooper	C08
500	88.7 kA	38.4 kA	Cooper	C10
750	44.3 kA	21.6 kA	Cooper	C12
1000	59.1 kA	24.7 kA	Cooper	C12
1500	90.3 kA	38.4 kA	Cooper	C14
2500	137.6 kA	59.6 kA	Cooper	C16

Fault currents shown are approximations for estimating purposes only. Values shown are at the secondary connections of transformers. Some values may vary significantly from those shown. As transformers may be replaced, source and transformer impedances shall not be provided. Customers requiring more detail information should contact the City of Gillette's Electrical Services Division at (307) 686-5277.

Appendix 3

Net Metering

This rate is applicable for electrical customer owned parallel generation facilities of less than 25 kW. Generation equipment will be designed to be compatible with the characteristics of the service that the customer receives from the utility.

For each month, the City will record both the energy delivered to the customer and the energy received from the customer. If the energy delivered to the customer is greater than the energy received from the customer, the customer will be billed for the difference under the rate applicable to that electrical customer.

If the energy delivered by the City electrical system is less than the energy received from the customer, the customer will not be billed for energy in that billing period and the surplus energy will be carried forward to the next billing period. In the first billing period of each year, if the customer's account has a credit for energy received from that customer, the customer will be compensated for the surplus at a rate not less than the City's average avoided cost for energy for the previous calendar year.

The City will supply and install an electric meter that will record the power flow delivered to the customer and received from the customer. The customer will supply all other equipment needed to ensure operation of customer owned generation. A separate lockable disconnect is required for all service applicable to this rate. The disconnect shall be accessible to City electrical utility personnel at all times.

The customer will install and maintain a separate disconnecting means for the generator(s). This disconnect shall be located where it is accessible to City electrical utility personnel. The disconnect shall have provisions to be padlocked in the open position and provisions to allow its use in the Utility's energy control plans. The disconnect shall be labeled. If the generator disconnect is not located within sight of the utility supply disconnect, a plaque showing the location of all disconnects shall be placed by each disconnect serving the facility.

The Customer will maintain a Power Factor for the generation equipment between .9 leading and .9 lagging at all times. For purposes of this requirement, the Power Factor for the generator will be measured at the generation disconnect. If the customer fails to maintain the Power Factor within this range, the City may require the customer to disconnect the generation equipment from interconnection with the City's system until the customer can demonstrate compliance.

The Customer is responsible for compliance with all applicable codes and standards, including but not limited to the National Electrical Code, the National Electric Safety Code, IEEE standard 1547 and the City of Gillette's Electrical Distribution Standards. The Electrical Services Division will review the generation equipment and its installation to ensure that it will be compatible with the City electrical distribution system and their approval is required before the generation equipment shall be connected to the City electrical distribution system and energized. The Customer will allow utility access to the generator's disconnecting means to allow utility staff to perform measurements to independently verify compliance with the above referenced codes and standards. In accordance with IEEE Standard 1547, the generation equipment shall automatically

disconnect from the utility's system in the event of loss of utility supply to the customer's meter. (Ord. 3745, 12-19-2011)

Appendix 4

Capital Contribution Fee

Anyone who requires connection to the City of Gillette's electrical distribution system shall pay a Capital Contribution Fee. This Capital Contribution Fee is intended to be a contribution to the capital cost of providing electrical distribution services. In the case of an expansion of an existing service, the Capital Contribution Fee shall only be for the amount by which the service is expanded from the existing service. The amount of the Capital Contribution Fee shall be adjusted by the City of Gillette from time to time, taking into account the current cost of material, equipment, labor and overhead expenses. In case of multiple services per building, the service entrance size shall be based on total service disconnect sizing. The Capital Contribution Fee is based on the total service disconnect size.

All Capital Contribution Fees shall be paid prior to the issuance of a Building Permit for this project or an Electrical permit if no Building Permit is issued. Capital Contribution Fees may not be transferred and may not be paid by Plant Investment Fee Credits. (Ord. 3497, 7-2-2007; Ord. 3538, 3-3-2008).

Electrical Utility System Service Size
Capital Contribution Schedule

Service Size	Voltage	Fee for each 100 amps of service or part thereof
Single Phase	120/240	$175.00
	120/208	$180.00
Three Phase	120/208	$315.00
	277/480	$727.00

Electrical Line Extension Policy

Adopted by City Ordinance No. 3911 on January 17, 2017

City of Gillette - Electrical Services Division
611 N. Exchange Avenue
Gillette, WY 82716

TELEPHONE: (307)686-5277
FAX: (307)686-6564
www.gillettewy.gov

Table of Contents

Section I – General Information

Purpose 4
Definitions 4
Departments, Phone Numbers and Addresses 4
Applicable Regulations 5
Application for Electrical Distribution System Extension 5
Application for Electrical Service Line System Extension 5
Permitting, Inspection and Acceptance 5
Customer Equipment Compatibility & Protection 6
Easements 6
Access & Right of Way 7

Section II – Distribution Systems

General Information 7
Distribution System Upgrades 7
Distribution System Extensions 8
Customer Responsibilities 8
Utility Responsibilities 8
Conduit Specifications 8
Conduit Installation 9
Riser Poles 9
Primary Voltage Junction Boxes and Switch Bases 9
Transformer Pads 10
Utility Equipment Protection 10
Secondary Voltage Pedestals 10
Street Lights 11
Joint Use of Trench 11
Surface Restoration 11

Section III – Customer Service Line Extension

General Information 11
Utility Provided Service Line 11
Customer Provided Service Line – Underground 12
Service Line Upgrades, Modifications & Relocations 12
Multiple Services per Lot 12

Disconnection & Reconnection of Service 12
Temporary Service 13
Section IV – Mobile Home Parks (MHP)
New Mobile Home Parks 13
Existing Mobile Home Parks 13
Section V – Metering
General 13
Meter Sockets 14
Mounting of Meter Sockets 14
Instrument Rated Metering 14
Utility Approved Current Transformer Enclosure Alternatives 15
Appendix 1 – Standard Drawings
Appendix 2 – Available Fault Current Data
Appendix 3 – Net Metering
Appendix 4 – Capital Contribution Fee

Section I - General Information

General Additions:

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Purpose

These standards have been prepared for the design and extension of the City's electrical distribution and service line system. It will set forth requirements, obligations and financial responsibilities for the Utility and the Customer. The City of Gillette Electrical Engineering Division will be responsible for all designs that affect the extension or modification of the electrical distribution and service line system. The City of Gillette encourages all customers in need of assistance to contact the City of Gillette Electrical Engineering Division at 307-686-5277.

Definitions

- Utility: The responsible department within the City of Gillette acting in its capacity to serve the citizens of Gillette electric power.
- Customer: Citizen or entity requiring electrical service. This may be a developer, contractor or the actual end user.
- Distribution System: Shall be that portion of the electrical utility infrastructure that serves more than one customer or distributes primary voltage.
- Service Line System: Shall be that portion of the utility or customer infrastructure that serves customer(s) or distributes secondary voltage.
- NEC: Current edition of the National Electric Code as adopted by the City of Gillette.
- NESC: Current edition of the National Electric Safety Code.
- Point of Service: Shall be the point where the customer owned equipment attaches to the utilities owned equipment. The exact point of service will be defined in these standards. All designs, installation and costs are past the point of service are the customer's responsibility.
- Final Established Grade: Shall be the staked elevation determined by a licensed Land Surveyor.
- IEEE-SI Electrical units will be used for abbreviations
- Nominal primary voltage: 25kV
- Nominal secondary voltage: Single Phase 120/240V, 120/208V. Three Phase 120/208V, 277/480V.

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- Class A voltage: ±5% of nominal secondary voltage

City of Gillette – Contact Information

Electrical Engineering Division 611 N Exchange Ave

Gillette, WY 82716
307-686-5277 (Main Office)
307-687-2530 (Field Inspection)
~~ceprojects@gillettewy.gov~~

City of Gillette Central Warehouse
800 N Burma Ave
Gillette, WY 82716
307-686-5263 (Main Office)

Planning Division
201 E 5th Street, 2nd Floor
Gillette, WY 82716
307-686-5281 (Main Office)

Building Inspection
201 E 5th Street, 2nd Floor
Gillette, WY 82716
307-686-5260 (Main Office)

Applicable Regulations

- NEC: All new, remodeled, or modified construction requiring electrical service within the City of Gillette shall conform to applicable provisions of the NEC.
- NESC: All extensions of the City's electrical distribution system shall be installed to meet the minimum requirements of the NESC.
- City of Gillette Code: All new, remodeled, or modified construction requiring electrical service within the City of Gillette shall conform to applicable provisions of the City of Gillette Code.
- City of Gillette Standard Construction Specifications: All extensions and modifications of the City's electrical distribution system shall be installed following the latest version of the City of Gillette Standard Construction Specifications (i.e., warranty, safety, etc.).
- Conflicts in Regulations: These standards are issued with the intent of complying with all applicable codes, ordinances, and standards; however, in the case of a conflict, the most stringent code, ordinance~~;~~ or standard will supersede. If there is a conflict between the applicable regulations contact the City of Gillette Electrical Engineering Division for clarification.

Application for Electrical Distribution System Extension

- All electrical service system extensions or upgrades require an application submitted through the Planning Division.
- It is also important that the Electrical Engineering Division be provided as much information as early as possible so all provisions required by the customer can be met.

Application for Electrical Service Line System Extension

- All electrical service line system extensions or upgrades require a~~n application~~ permit submitted through Building Inspection ~~or the Planning Division.~~
- ~~It is also important that the Electrical Engineering Division be provided as much information as early as possible so all provisions required by the customer can be met.~~
- All new services or modifications of existing services shall be coordinated with the Electrical Engineering Division.

Permitting, Inspection and Acceptance

- Electrical Permits: service line extensions and upgrades are under NEC jurisdiction and permits shall be obtained from Building Inspection.
- Electrical Permit to Construct: prior to the installation of any portion of the electrical distribution system, the customer shall obtain an "Electrical Permit to Construct" from the Electrical Engineering Division. This permit shall be required for the release of City material issued from the City's Warehouse.
- Electrical Service System Inspection: All new or upgraded services lines shall be inspected by an Electrical Engineering Division representative prior to the acceptance of the installation. Call the Electrical Engineering field inspection line to schedule necessary inspections. ~~inspected by Building Inspection.~~

- Electrical Service Line Extension Acceptance: Building Inspection shall issue a "green tag" when all aspects of the service have been installed to meet the NEC. The Electrical Services Division will be notified that the service has passed inspection and is ready for connection to the Utility System.
- Electrical Distribution System Inspection: All installations or modifications on the electrical distribution system shall be inspected by an Electrical Engineering Division representative prior to the acceptance of the installation. Call the Electrical Engineering field inspection line to schedule necessary inspections.
- Electrical Distribution Extension Acceptance: The customer must submit compaction test results and any other data relevant to the installation of the distribution system as required by the Electrical Engineering Division. A final inspection will be completed by the Electrical Engineering Division with the customer to ensure all design criteria have been met.
- Variations to Design: ~~-~~When conditions are encountered during construction which require changes to the provided system design, changes shall be approved by an Electrical Engineering Division ~~-~~ representative
- After project acceptance, the Distribution Extension will be completed by the Electrical Services Division.

Customer Equipment Compatibility & Protection

- The Customer's electrical equipment and devices are required to have characteristics such that the Utility's distribution system is efficiently utilized and shall not interfere with the Utility's service or power quality to other customers (i.e. harmonics, power factor, etc.).
- The Utility reserves the right to inspect and test any equipment connected to its distribution system and to require any information necessary to determine the operational characteristics of the equipment.
- The Customer's equipment shall be designed to perform adequately within the standard voltage ranges and frequency provided on the Utility System.
- Prior to the installation of any large, motorized equipment over 75 horsepower, the Customer shall submit specifications to the Utility regarding this equipment.
- Prior to the installation of sensitive computerized equipment, the Customer shall submit specifications to the Utility regarding this equipment (this does not pertain to normal household appliances or personal computers).
- Electric Service provided by the Utility may be subject to voltage disturbances which will not normally affect the performance of typical electrical equipment; however, voltage sensitive equipment may be impacted by these voltage disturbances. It is the Customer's responsibility to provide power conditioning devices necessary for protection of their equipment.
- Electric Service provided by the Utility may be subject to a "loss of phase" type of disturbance. It is the Customers responsibility to provide protective devices for their equipment.

Easements

- All utility owned equipment, ~~excepting~~ with the exception of the customer's service line, shall be installed in a recorded easement, platted easement or in a dedicated right-of-way.

- It is the customer's responsibility to provide all required easements to the Utility at no cost. ~~All required easements shall be recorded at the Campbell County Clerk's office. Documentation of this recorded easement must be provided to the Electrical Engineering Division~~All required easements shall be provided to Electrical Engineering and verified prior to the ~~Utility providing service to the customer.~~ customer receiving a Certificate of Occupancy.
- Minimum width of easements shall be ten (10) feet unless otherwise determined by the Electrical Engineering Division. ~~with the exception of a street light circuit secondary voltage circuits which may be five (5) feet. Larger easements may be required if determined by the Electrical Engineering Division.~~
- Access & Right of Way
- The Customer shall grant free access to the customer's premises for the Utility to complete all projects and to maintain continuity of service, at times this may be without notice.~~.~~

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Section II - Distribution Systems

General Information

- The Utility will provide electrical capacity to new developments for all electrical distribution system extensions. Distribution capacity up to 1MW will be provided, capacity over 1MW and its shared cost will be evaluated on a case-by-case basis.
- All electrical distribution system extensions will be designed by the Electrical Engineering Division and installed underground.
- All electrical underground distribution system extensions shall be installed in conduit.
- The Customer responsibilities for new developments are outlined in the section titled 'Customer Responsibilities'.
- The Utility responsibilities for new developments are outlined in the section titled 'Utility Responsibilities'.
- The Customer shall be responsible for notifying affected property owners prior to the beginning of construction.
- Any exceptions to the Utility design shall be approved by the Electrical Engineering Division and paid for by the customer including all design, material, Utility labor and Utility equipment costs.
- Trenches 8" and less in width shall follow the City of Gillette Standard Construction Specifications Section 16000.
- Trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02220.
- Backfill and compaction of trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02225.
- Seeding and surface restoration shall follow City of Gillette Standard Construction Specifications Section 02900.
- As a utility, we maintain a looped Distribution System to maintain reliability. The Customer shall be required to extend conduit to adjacent properties(s) according to Utility Design.

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- New residential developments shall have all equipment installed in the front of lots, unless otherwise approved by Electrical Engineering.
- It is the Utility's responsibility to deliver Class A voltage to a Utility owned meter.
- In the instance of a Utility owned meter being beyond the point of service, it shall be the customer's responsibility to ensure that Class A voltage is delivered to the Utility owned meter.
- There shall be no decorations on Utility owned electrical equipment. Examples include painting, decorative stickers, signage, etc.
- There shall be no customer building on or over Utility owned electrical equipment.

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Distribution System Upgrades

- Customers may request modifications of the system to the Electrical Engineering Division.
- The Customer will be responsible for all costs associated with the requested modifications including Utility labor, vehicle and equipment costs.
- City will provide transformers up to 1MW. Anything exceeding 1MW will be evaluated on a case-by-case basis.

Distribution System Extensions

Customer Responsibilities

- Customer shall provide and install per project design:
  - Trench to required depth
  - Backfill and compact trench
  - Required conduit
  - Ground rods
  - Street light conductors and connectors
  - Compaction test(s), as required
  - Other components, as required
  - Conduit extension to adjacent property(ies).
- Customer shall purchase from the City of Gillette Warehouse and install:
  - Equipment pads
  - Primary junction boxes
  - Secondary pedestals
  - Street light pedestals, poles, luminaires and photo eyes
  - Other components, as required
- Customer shall be invoiced from the Utility:
  - Primary cable
  - Secondary conductors
  - Grounding wire
  - Terminations and connectors
  - Other components, as required

Utility Responsibilities

- Utility shall provide and install the following:
  - Project design and inspection
  - All transformers up to 1MW and switch cabinets within the development
  - Labor to install conductors, components and connectors
  - Equipment and vehicles associated with the installation of distribution system extensions

Conduit Specifications

- PVC conduit shall be schedule 40 grade.
- P.E. conduit shall be SDR 13.5. (Note: only Utility approved connectors shall be used when transitioning from P.E. conduit to any other type of conduit.)
- Horizontal sweeps shall be 48" radius GRC (Galvanized Rigid Conduit) conduit for primary cable installations.
- Any transition from GRC to PE or PVC conduit shall have only approved connectors per specs
- Acceptable conduit sizes are: 1", 2", 2.5", 4", and 6".
- All sweeps shall be a standard factory 90 degree ~~24"~~ radius ~~2.5"~~ PVC conduit. ~~for secondary conductor.~~
- All sweeps shall be 12" radius 1" PVC conduit for street light conduit.
- Sweeps shall be 24" inch radius GRC with 10' length of GRC attached horizontally for primary voltage junction boxes and transformer box pads.
- ~~Conduit into primary voltage vaults shall be installed into the provided knockouts of the vault. Exception; as approved by the Electrical Engineering Division, a 24" GRC sweep with a 10' length of GRC conduit may be used in place of primary vault knockouts.~~
- The following sizes of conduit shall be required for the corresponding installations:
  - Three-Phase primary - 4/0 cable: 6" conduit
  - Three-Phase primary - 1/0 cable: 4" conduit
  - Single-Phase primary - 1/0 cable: 2.5" conduit
  - Secondary distribution – 350 mcm triplex ~~cable in~~ 2.5" conduit
  - Secondary distribution - 350 mcm quad in 4" conduit
  - Secondary distribution – 4/0 triplex in ~~cable.~~ 2.5" conduit
  - Secondary distribution - 4/0 quad in 4" conduit
  - Service runs: minimum 2" conduit (depending on service size)
  - Street Lighting circuits: 1" conduit

Conduit Installation

- All trenching and backfill shall be in accordance with the latest edition of the City of Gillette Standard Construction Specifications.
- All conduit installed by the Customer shall be inspected by the Utility after installation and prior to backfill.
- Conduit for primary voltage cable shall be installed with a minimum of 48 inches of cover based on the Final Established Grade.

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- Conduit for secondary voltage cable shall be installed with a minimum of 24 inches of cover based on the Final Established Grade.
- All conduit systems shall have a nylon pull string with a minimum tensile strength of 200 pounds installed. The pull string shall not be installed prior to the complete conduit system being installed. The Utility shall be contacted by the Customer prior to the installation of pull string
- Quality of conduit installation must be proofed using a rigid foam mouse while installing string.

Riser Poles

- The Customer shall furnish all conduit material necessary, including conduit straps, for the Utility to construct the riser. The first 10 feet above the ground line on all risers shall be GRC, the remaining conduit for the riser shall be schedule 40 PVC. This includes both primary and secondary voltage risers.
- A weather head shall be provided by the Customer for all secondary riser applications.

Primary Voltage Junction Boxes and Switch Cabinet Bases

- The Customer shall provide excavation, backfill, compaction and installation of junction boxes and switch bases
- Compaction testing shall be in accordance with the latest version of the City of Gillette Standard Construction Specifications.
- The Customer shall have a minimum of one compaction test over the compacted trench at all equipment pad and junction box locations. Additional compaction tests may be required at the discretion of Electrical Engineering.
- The top of all conduit risers ~~sweeps~~ shall not extend more than 4" above the bottom of the ground sleeve. Sweeps shall not be cut off without prior approval of Electrical Engineering.
- Extreme caution must be exercised during compaction so as not to damage or deform the ground sleeve or junction box during construction, wheel compaction using a backhoe or trencher shall not be permitted.
- Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit and ground rod(s) placement in equipment pads/bases.
- All installed equipment pads shall be a minimum of 45' from fire hydrants.
- Gravel shall be installed in the bottom of equipment. Consisting of 1-½" minus crushed limestone, at a depth of 4".
- Burial depth of equipment to be determined in the field by Electrical Engineering based on the Final Established Grade.

Transformer Pads

- The Customer shall provide excavation, backfill, compaction and installation of transformer pads.
- Compaction testing shall be in accordance with the latest version of the City of Gillette Standard Construction Specifications.

- The Customer shall have a minimum of one compaction test over the compacted trench at equipment pad location. Additional compaction tests may be required at the discretion of Electrical Engineering.
- The Customer may incorporate the transformer pad as an integral portion of a total equipment pad with the approval of the Electrical Engineering Division.
- Transformer pads shall be located a minimum of 3' from any obstructions on the sides and the back. The front of the transformer will require a minimum of 10' of unobstructed area.
- Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit and ground rod placement in transformer pads.
- All installed transformer pads shall be a minimum of 4' ~~5~~' from fire hydrants.
- The top of transformer pads shall be installed at 6" above the Final Established Grade.

Utility Equipment Protection

- Bollards, when required by Electrical Engineering, shall be provided and installed by Customer for utility equipment to protect from physical harm.
- A standard drawing for bollards will be provided with the detailed Electrical Engineering design.

Secondary Voltage Pedestals

- Adequate compaction at each pedestal location shall be completed by the Customer.
- All Pedestals shall be above ground style and- installed so the locking mechanism is ~~above~~ 4" above Final Established Grade as per engineered drawings, with the exception of installation in concrete or asphalt.
- Pedestals installed in concrete or asphalt shall be set flush with the top of the surface and shall be incidental drive over rated.
- Drawings will be provided to the Customer with the detailed Electrical Engineering design for conduit placement.

Street Lights

- Drawings will be provided to the Customer with the detailed Electrical Engineering design for street light and pedestal locations, conduit size and route, and conductor size and type.
- All street light poles shall be installed such that centerline of the pole is plumb.
- Customer shall compact soil around the pole as it is backfilled to ensure it remains plumb.
- Street light foundation design shall be provided by the Electrical Engineering Division.
- Any Sonotube used to install street light bases shall be removed from the concrete base on the portion above ground.

Joint Use of Trench

- Dry utility conduits and cables may be placed in the same trench with the Utility conduits and cables.
- In a joint use trench, a minimum of 12" of vertical separation shall be maintained between conduits owned by the Utility and any other installed conduit owned by another entity.

- Non wire utilities such as gas, water and sewer shall not be installed in a joint trench with electrical and communication conduits.
- There shall be a 3' radial clearance between electric and Gas lines. ~~shall have a minimum 2' radial clearance from dry utilities.~~

Surface Restoration

- After installation is complete, the Customer is responsible for all surface restoration within their development and any other areas of disturbance associated with their project.

Section III - Customer Service Line Extension

General:

Payment for Distribution System invoices shall be paid in full before obtaining Certificate of Occupancy and/or Power being delivered.

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General Information

- Trenches 8" and less in width shall follow the City of Gillette Standard Construction Specifications Section 16000.
- Trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02220.
- Backfill and compaction of trenches larger than 8" in width shall follow City of Gillette Standard Construction Specifications Section 02225.
- Seeding and surface restoration shall follow City of Gillette Standard Construction Specifications Section 02900.
- All service lines shall reside on their respective lot or in an electrical easement.

Utility Provided Service Line

- The Utility shall provide and install one single phase residential service up to 320 amps per lot.
- The route of the service line shall be mutually agreed upon between the Customer and the Utility.
- The route shall be as short as practical and shall avoid all obstructions.
- No permanent structure shall be constructed over any Utility owned electrical line
- The Point of Service for all underground service lines shall be the line side of the Customer owned meter socket.
- The Point of Service for all overhead service lines shall be the connections at the weather head.
- All overhead service lines shall properly anchored. No screw in house knobs or eye screws allowed.
- The Customer shall provide and install the appropriate size meter base with a main breaker built in for single phase services.
- The Utility shall consult with the Customer to determine a mutually agreed upon location of the Customer owned meter socket.

- The Customer shall provide the Utility access at all times as may be required for maintenance or service restoration~~.~~, at times this may be without notice.
- The Customer is responsible for all permit fees and Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.
- At its discretion, the Utility may elect to install an overhead service within an overhead service area.

Customer Provided Residential Underground Service Line ~~Underground~~

- The Customer is responsible for service 400-amp service and above ~~320 amps in size~~ for single phase residential service.
- Access and availability for residential 3 phase service is extremely limited and at the discretion of Electrical Engineering.
- The Customer is responsible for all three phase services and self-contained meter bases.

Customer Provided Commercial and Industrial Underground Service Line

- Services 200 amps and below shall be installed to Utility design by the customer and maintained by the Utility for lots with only one service.
- All services 320 amps and above shall be installed per NEC requirements and maintained by the Customer.
- An address with multiple suites shall have individual Utility-owned meters.
- The Customer shall install the ~~three phase~~three-phase meter base along with an NEC approved disconnect.
- The Point of Service for all Customer owned services shall be the secondary connections at the Utility transformer or secondary pedestal, as determined by Electrical Engineering.
- The Customer shall provide the Utility access at all times as may be required for maintenance or service restoration.
- ~~Service above 320 amps single phase and all three phase services shall be under the jurisdiction of the City of Gillette Building Inspection Division and shall be installed to NEC.~~
- The Customer is responsible for permit fees and Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.

Service Line Upgrades, Modifications & Relocations

- All service line upgrades, modifications or relocations are the Customer's responsibility and shall be coordinated through Electrical Engineering.
- The Customer is responsible for permit fees and any additional Capital Contribution Fees at the time of obtaining a permit from the Building Inspection Division.

Multiple Services per Lot

- The Customer is responsible for all services for lots with more than one meter (i.e. a strip mall, four-plex or larger apartment buildings).
- The Point of Service for all Customer owned services shall be the secondary connections at the Utility transformer or secondary pedestal, as determined by Electrical Engineering.

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- Any project requiring more than 6 meter/disconnects shall be installed to meet NEC and be inspected and approved by the City of Gillette Building Inspection Division.
- All communication towers will be installed with a multi-gang meter base.

Disconnection & Reconnection of Service

- Only authorized Utility employees shall make connections or disconnections for all electric services.

Temporary Service

- The Customer is responsible for all costs to install temporary service(s) to the Utility point of service.
- A location usable throughout the construction period shall be selected.
- The Customer shall be responsible for stubbing into Utility equipment, as well as all removal and restoration.
- Should relocation become necessary, it shall be treated as a separate temporary service and require an additional fee.
- Temporary service for construction sites shall be located such that the meter is protected from physical damage.
- Permit for temporary service shall be obtained from Building Inspection.
- An account for temporary service shall be opened with Customer Service.
- Customer shall pay the current temporary service fee(s) to Customer Service.

Section IV - Mobile Home Parks (MHP)

New Mobile Home Parks

- The Customer shall install electrical systems in compliance with Utility construction standards following design provided by Electrical Engineering.
- The Customer shall install all service lines from transformer to meter pedestals.
- The Utility shall maintain service to each individual meter in the MHP. The point of service shall be the line side of the Customer owned meter pedestal.
- The Customer shall provide meter pedestals for each lot and this meter pedestal must comply with NEC.
- The Customer shall provide service from meter pedestal to the mobile home.
- The Customer owned meter pedestals and service line to the home shall be inspected by Building Inspection.
- The entire electrical system including meter pedestals shall be installed in permanent recorded easements.

Existing Mobile Home Parks

- All upgrades to existing MHP services shall be in compliance with current Utility construction standards.

- In the instance of a Utility owned meter being beyond the point of service, it shall be the customer's responsibility to ensure that Class A voltage is delivered to the Utility owned meter.

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Section V - Metering

General

- The Utility's tariff, rate schedule and the NEC require the delivery of each type and class of electrical service through one meter to one customer at one location.
- Customers are not authorized to relocate any meter belonging to the Utility or interfere in any way with the meter, its connections, or operation. This shall include removal or tampering with meter seals.
- ~~The meter~~ All metering equipment must be installed outdoors at a location that is readily accessible to Utility employees.
- ~~The meter~~ All metering equipment shall be accessible and shall not be installed over window wells, under stairways, under decks, inside enclosed porches, -behind doors, or in other unsafe locations.
- The meter and metering equipment shall be at least 36" horizontally from a gas meter.
- Minimum space shall be maintained in front of all metering in accordance with the NEC
- The Customer shall consult with the Utility to find the best location for the meter that will facilitate meter reading, testing and replacement of meters.
- If a meter is made inaccessible by the installation of a fence, enclosure or other obstruction, the Customer shall, at their expense, move the meter to an accessible location approved by the Utility or remove the obstruction.
- All meter installations shall utilize the latest Utility metering technology. (i.e. AMI)

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Meter Sockets

- Customer shall provide and install the meter socket for single phase service up to 320 amps. The meter socket shall have a main breaker built into the assembly.
- Customer shall purchase from the City of Gillette Warehouse and install meter sockets for single or three phase services 400 amps and above.
- ~~Customer shall purchase from the City of Gillette Warehouse and install meter sockets for all three phase services.~~
- Ringed or ringless meter socket types shall be permitted.

Mounting of Meter Sockets

- The meter shall have a mounting height such that the center of the meter is not less than 4' or more than 5' above the Final Established Grade immediately in front of the meter location.
- Meter sockets must be plumb and level in all directions and securely mounted to a rigid structure.
- Meter sockets mounted on a building must be secured to wall studs. Where it is not possible to mount to wall studs, blocking between wall studs of at least two 2x4's shall be used.

- Conductors shall be securely fastened to their respective terminals and must be installed in a manner that will not interfere with the installation of the meter cover.
- Metering equipment shall not be installed on or in Utility owned transformers.
- Installation of finish surfaces (i.e. siding, brick, etc.) shall not interfere with the use of the factory knock-outs.

Instrument Rated Metering

- This type of metering applies to services ~~over 320~~ 400 amps and above single phase and ~~320~~ 400 amps and above three phase.
- The Utility shall provide the current transformers to the Customer for all instrument rated services.
- The Customer shall provide and install an enclosure to house the current transformers.
- Minimum size required for current transformer enclosure shall be:
  - 36" x 36" x 8" for three phase services ~~over 200~~ 400 amps and above
  - 24" x24" x 8" for single phase services ~~over 320~~ 400 amps and above.
- A larger size current transformer enclosure may be substituted if determined by the Customer's electrical professional.
- The Utility shall provide only window type current transformers. Customer provided current transformer enclosure shall accept only window type current transformers.
- Current transformers shall not be installed in Customer owned indoor switch gear.
- Current transformers must be installed outdoors at a location that is readily accessible to Utility employees.
- Current transformers shall not be installed in Utility owned transformers.
- Meter sockets shall not be installed on Utility owned transformers.
- The Utility shall be responsible for meter circuit wiring of all instrument rated meter installations.

Utility Approved Current Transformer Enclosure Alternatives

- Alternative 1:
  - The Customer shall provide a transition cabinet rated for the service. Customer shall install Utility provided current transformers over the bus inside the transition cabinet. Customer shall install the meter socket purchased from the Utility on the transition cabinet.
  - The utility shall be responsible for meter circuit wiring within the transition cabinet.
- Alternative 2:
  - The Customer shall provide outdoor rated switchgear with a Utility compartment included to house Utility provided current transformers. Customer shall install the meter socket purchased from the Utility on the outside of the Customer provided outdoor rated switchgear.
  - The utility shall be responsible for meter circuit wiring within the outdoor rated switchgear.

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Appendix 1

Standard Drawings

- Typical Trenching Detail
- Secondary Pedestal Installation
- Drive Over Secondary Pedestal Installation
- Single Phase Fiberglass Transformer Pad
- Three Phase Fiberglass 20" Transformer Pad
- Nordic Junction Box Ground Installation
- Switch Cabinet Base Installation
- Pad Mounted Equipment Clearances
- Equipment Placement – Front Lot Lines
- Equipment Placement – Rear Lot Lines
- Fire Hydrant Clearances
- Street Light Detail - Direct Bury – Residential
- Street Light & Foundation Detail – Highway
- Street Light & Foundation Detail – Shakespeare Acorn
- Typical Bollard Detail
- Meter Socket Installation
- CT Can Installation

Appendix 2 OLD VERSION. PDF CONTAINS UPDATED

Available Fault Current Data

Approximate Available Fault Current Tables

Single Phase	Voltage		Bay-O-Net	
kVA	120/240V	240/480V	Manufacturer	Fuse
10	4.8 kA	2.4 kA	Cooper	C04
15	6.0 kA	3.0 kA	Cooper	C04
25	10.0 kA	5.0 kA	Cooper	C04
37.5	12.8 kA	6.4 kA	Cooper	C04
50	18.4 kA	9.2 kA	Cooper	C04
75	29.9 kA	15.0 kA	Cooper	C06
100	36.9 kA	18.4 kA	Cooper	C08
167	61.6 kA	30.8 kA	Cooper	C10

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Three Phase	Voltage		Bay-O-Net	
kVA	120/208V	277/480V	Manufacturer	Fuse
45	9.0 kA	3.0 kA	Cooper	C04
75	21.8 kA	7.4 kA	Cooper	C04
112.5	25.7 kA	11.1 kA	Cooper	C04
150	43.5 kA	18.9 kA	Cooper	C06
225	51.3 kA	25.9 kA	Cooper	C06
300	63.8 kA	31.9 kA	Cooper	C08
500	88.7 kA	38.4 kA	Cooper	C10
750	44.3 kA	21.6 kA	Cooper	C12
1000	59.1 kA	24.7 kA	Cooper	C12
1500	90.3 kA	38.4 kA	Cooper	C14
2500	137.6 kA	59.6 kA	Cooper	C16

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Fault currents shown are approximations for estimating purposes only. Values shown are at the secondary connections of transformers. Some values may vary significantly from those shown. As transformers may be replaced, source and transformer impedances shall not be provided.- Customers requiring more detail information should contact the City of Gillette's Electrical Services Division at (307) 686-5277.

Appendix 3

Net Metering

This rate is applicable for electrical customer owned parallel generation facilities of less than 25 kW. Generation equipment will be designed to be compatible with the characteristics of the service that the customer receives from the utility.

For each month, the City will record both the energy delivered to the customer and the energy received from the customer. If the energy delivered to the customer is greater than the energy received from the customer, the customer will be billed for the difference under the rate applicable to that electrical customer.

If the energy delivered by the City electrical system is less than the energy received from the customer, the customer will not be billed for energy in that billing period and the surplus energy will be carried forward to the next billing period. In the first billing period of each year, if the customer's account has a credit for energy received from that customer, the customer will be compensated for the surplus at a rate not less than the City's average avoided cost for energy for the previous calendar year.

The City will supply and install an electric meter that will record the power flow delivered to the customer and received from the customer. The customer will supply all other equipment needed to ensure operation of customer owned generation. A separate lockable disconnect is required for all service applicable to this rate. The disconnect shall be accessible to City electrical utility personnel at all times.

The customer will install and maintain a separate disconnecting means for the generator(s). This disconnect shall be located where it is accessible to City electrical utility personnel. The disconnect shall have provisions to be padlocked in the open position and provisions to allow its use in the Utility's energy control plans. The disconnect shall be labeled. If the generator disconnect is not located within sight of the utility supply disconnect, a plaque showing the location of all disconnects shall be placed by each disconnect serving the facility.

The Customer will maintain a Power Factor for the generation equipment between .9 leading and .9 lagging at all times. For purposes of this requirement, the Power Factor for the generator will be measured at the generation disconnect. If the customer fails to maintain the Power Factor within this range, the City may require the customer to disconnect the generation equipment from interconnection with the City's system until the customer can demonstrate compliance.

The Customer is responsible for compliance with all applicable codes and standards, including but not limited to the National Electrical Code, the National Electric Safety Code, IEEE standard 1547 and the City of Gillette's Electrical Distribution Standards. The Electrical Services Division will review the generation equipment and its installation to ensure that it will be compatible with the City electrical distribution system and their approval is required before the generation equipment shall be connected to the City electrical distribution system and energized. The Customer will allow utility access to the generator's disconnecting means to allow utility staff to perform measurements to independently verify compliance with the above referenced

codes and standards. In accordance with IEEE Standard 1547, the generation equipment shall automatically disconnect from the utility's system in the event of loss of utility supply to the customer's meter. (Ord. 3745, 12-19-2011)

Appendix 4

Capital Contribution Fee

Anyone who requires connection to the City of Gillette's electrical distribution system shall pay a Capital Contribution Fee. This Capital Contribution Fee is intended to be a contribution to the capital cost of providing electrical distribution services. In the case of an expansion of an existing service, the Capital Contribution Fee shall only be for the amount by which the service is expanded from the existing service. The amount of the Capital Contribution Fee shall be adjusted by the City of Gillette from time to time, taking into account the current cost of material, equipment, labor and overhead expenses. In case of multiple services per building, the service entrance size shall be based on total service disconnect sizing. The Capital Contribution Fee is based on the total service disconnect size.

All Capital Contribution Fees shall be paid prior to the issuance of a Building Permit for this project or an Electrical permit if no Building Permit is issued. Capital Contribution Fees may not be transferred and may not be paid by Plant Investment Fee Credits. (Ord. 3497, 7-2-2007; Ord. 3538, 3-3-2008).

Electrical Utility System Service Size
Capital Contribution Schedule

Service Size	Voltage	Fee for each 100 amps of service or part thereof
Single Phase	120/240	$175.00
	120/208	$180.00
Three Phase	120/208	$315.00
	277/480	$727.00

~~Costs for service voltages other than those shown above will be calculated on a dollar per kVA basis by the Gillette Utility Department.~~

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 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 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.

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

CITY OF GILLETTE
CITY COUNCIL

DATE: **August 4, 2025**

TITLE:

Executive Session for the purpose of Potential Litigation Pursuant to W.S. 16-4-405(a)(iii) and Real Estate Pursuant to W.S. 16-4-405(a)(vii).

STAFF REFERENCE:

Sean Brown, City Attorney