



**CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.
Tuesday, May 20, 2025
6:00 PM**

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Invocation and Pledge of Allegiance led by Pastor Mark Mitchell of Cross Pointe Church.

C. APPROVAL OF GENERAL AGENDA

D. APPROVAL OF CONSENT AGENDA

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

1. Regular Meeting Minutes - May 6, 2025
Special Meeting Minutes (Budget #2) - May 13, 2025

2. **ORDINANCE 3RD READING**

**Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential District, per the Attached Exhibit.
(Planning Commission Vote: 5/0)**

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

3. **Bills and Claims**

Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

- 1. Gillette College Enzi Center for Applied Learning building project update, and other Gillette College updates.**

Staff Reference: Michael H. Cole, City Administrator

H. UNFINISHED BUSINESS

- 1. ORDINANCE 2ND READING**

An Ordinance Establishing Article VIII, Section 4-44 of the Gillette City Code Regarding the Trap-Neuter Release Program for Certain Cats in the City of Gillette.

Staff Reference: Sean Brown, City Attorney

- 2. ORDINANCE 2ND READING**

An Ordinance to Amend Chapter 10, Sections 10-2, 10-4, 10-5, and 10-7 of the Gillette City Code.

Staff Reference: Sean Brown, City Attorney

I. NEW BUSINESS

- 1. Council Consideration of a Special Event Permit beginning on June 20, 2025 at 7:00 p.m. for additional time to set up for the Donkey Creek Music & Arts Festival, Requested by Big Lost Meadery.**

Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

- 2. Council Consideration of a Special Event Permit, including a Street Closure with Live Music and an Open Container Permit, on Gillette Ave. Between 1st and 2nd Street, on October 3-4, 2025, from 5:00 p.m. to 10:00 p.m., for an Oktoberfest Festival, Requested by the Montgomery Bar, Rail Yard, and Gillette Supper Club.**

Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

- 3. Council Consideration for the Acceptance of Public Improvements for the City Pool Reconstruction Project, Installed by Powder River Construction, in the Amount of \$5,702,504.71.**

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

- 4. Council Consideration of a Professional Services Agreement for the City of Gillette Zoning Ordinance Diagnostic, with Verdunity, in the amount of \$34,990.00 (General Fund).**

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

- 5. Council Consideration of a Professional Services Agreement for the Design, Bidding and Construction Management Services Associated with the Heritage Village Playground Renovations Project to Second Nature Consulting, in the Amount of \$68,988.00 (1% Project).**

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

6. **Council Consideration of a Contract Award for the ECSC Outdoor Workout Facility Project to Van Ewing Construction, Inc., in the Amount of \$273,579.23.**

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

7. **Council Consideration of the Campbell County Coordinated Benefits Trust Agreement effective May 20, 2025.**

Staff Reference: Sean Brown, City Attorney

8. **Council Consideration of a Resolution to Amend Resolution No. 2356 Regarding the Methodology to Guide the Evaluation of Budget Requests from Outside Agencies and Social Service Agencies, and Establishing a Sunset Provision.**

Staff Reference: Michelle Henderson, Finance Director

9. **Council Consideration of a Resolution Approving and Authorizing the Resubdivision of Lot 1B of Block 7, of the Resubdivision of Lot 1 of Block 7, Copper Ridge Estates Phase 1, to be Known as Lots 1C through 1J of Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)**

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

10. **Council Consideration of a Resolution Authorizing the Mayor of the City of Gillette to Execute a Community Development Block Grant Agreement Between the Wyoming Community Development Authority, and the City of Gillette.**

Staff Reference: Sean Brown, City Attorney; Michelle Henderson, Finance Director

11. **ORDINANCE 1ST READING**

Council Consideration of an Ordinance Approving and Authorizing the Vacation of a 10-foot-wide Gas Easement on Lot 19B, Block 6, of the Resubdivision of Lot 19, Block 6 First Addition Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

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

12. **ORDINANCE 1ST READING**

An Ordinance to Amend Chapter 14, Section 14-33 of the Gillette City Code to Account for the Wyoming Repeal Gun Free Zones Act.

Staff Reference: Sean Brown, City Attorney

J. PUBLIC HEARINGS AND CONSIDERATIONS

K. PUBLIC COMMENT

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

Comment at an appropriate time and setting.

1. Council Meeting Safety & Public Meeting Rules.

Staff Reference: Michael H. Cole, City Administrator

L. ADMINISTRATOR'S REPORT

M. EXECUTIVE SESSION

1. Executive Session for 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: **May 20, 2025**

TITLE:

Invocation and Pledge of Allegiance led by Pastor Mark Mitchell of Cross Pointe Church.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **May 20, 2025**

TITLE:

Regular Meeting Minutes - May 6, 2025
Special Meeting Minutes (Budget #2) - May 13, 2025

ATTACHMENTS:

[Regular Meeting 05/06/2025](#)
[Special Meeting - \(Budget Review #2\) 05/13/2025](#)

A regular meeting of the City Council was held on Tuesday the 6th day of May 2025, in the City Hall Council Chambers.

Present were Councilmembers Smith, McLeland, Gross, Carsrud, Clary, and West; City Attorney Brown; Chief of Police Deaton; Directors Muzzarelli, Pilon, Toscana, and Wilde; Supervisors Porter, Byelich and Mills; 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

Councilmember Gross made a motion to approve the General Agenda; seconded by councilmember Clary. All members voted aye. The motion carried.

Approval of Consent Agenda

Minutes

Regular Meeting Minutes – April 15, 2025

Special Meeting Minutes – April 29, 2025

Executive Session Meeting Minutes – April 29, 2025

Ordinance 2nd Reading

ORDINANCE NO. 25-11

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR TRACT G, PRONGHORN RANCH PHASE 1, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT AND R-2, TWO-FAMILY RESIDENTIAL DISTRICT, TO R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT

Bills and Claims

Absolute Auto, LLC, 485.88; Action Lock & Key LLC, 75.00; Advanced Traffic Products Inc, 1,025.00; Airgas Usa LLC, 903.50; AlSCO, 2,148.97; Am Signal LLC, 13,287.36; Anixter Power Solutions, 10,433.61; Architectural Specialties LLC, 1,469.19; Arete Design Group, 56,039.00; Arrow Printing and Graphics Inc, 104.00; Atlas Office Products, 3,724.64; B & H Photo Video Pro-Audio, 726.34; Bannister, Dominique, 96.29; Bear Communications Inc, 126.00; Befus, Marcy, 178.33; Besel, Jack, 139.55; BFT LP, 335.99; Big Horn Tire Inc, 2,639.79; Bighorn Hydraulics Inc, 109.90; Bighorn Mountain Electric LLC, 3,028.87; Black Hills Energy, 17,168.31; Black Hills Power & Light, 1,360,211.66; Black Hills Power & Light, 25,646.13; Black Hills Power & Light, 641,210.07; Black Hills Power & Light, 223,517.27; Black Hills Wyoming LLC, 133,249.23; Black Hills Wyoming LLC, 354,732.35; Blackburn Foundation Repair LLC, 295.92; Blue Cross Blue Shield of Wyoming, 113,982.56; Blue Cross Blue Shield of Wyoming, 99,490.33; Blue Cross Blue Shield of Wyoming, 80,954.86; Bomgaars Supply, 504.47; Border States Electric, 8,842.07; Bulla, Miguel, 91.33; Burgess, Mitch, 3,000.00; Campbell County Hospital District, 2,405.00; Campbell County Weed and Pest, 83.00; Carahsoft Technology Corp., 13,655.00; CBH Co-Op, 29,713.90; CenturyLink, 308.77; Charlotte Maraso, 100.00; Charter Media, 1,472.33; Cheatham, De Andre, 35.92; Cheyenne Neville, 170.10; Chope, Nichole, 126.63; City Clerk Office, 9,464.00; City Of Gillette, 106.96; City Of Gillette - Petty Cash, 178.00; Collection Professionals Gillette, 975.40; Collins, Kristie, 129.40; Collins, Kristie, 46.40; Compression Leasing Services, 447.00; Concrete Conservation Inc, 100,771.42; Core & Main, 693.75; Courtney Lorraine Fulginiti, 150.00; Craft, Mary, 36.15; Craig Furman, 75.00; Crum Electric Supply Company, 126,439.30; Crum Electric Supply Company, 8,498.55; Cues Inc, 3,142.55; Cyclone Drilling, 203.84; Cyclone Drilling, 203.84; Dailey, Tiffany, 116.01; Dan Stroup, 150.00; Dane Schiller, 2,100.00; Danny Westervelt, 6,000.00; David Harrison Holmes, 2,000.00; Delta Dental of Wyoming, 22,663.60; Department Of Energy, 59,611.55; Ditch Witch Of South Dakota, 1,739.04; Dronesense Inc., 12,800.00; Eastview Estates LLC, 32.00; Eastview Estates LLC, 32.00; Edi Mendoza, 58,140.00; Eiffler, Leslie, 94.99; Elbert, Rileigh, 25.76; Elite Truck, 989.97; Elsasser, Michael, 147.35; Energy Aquisition, 638.46; Energy Laboratories Inc, 571.00; Estes, Danielle, 46.36; Farmer Brothers Company, 99.43; Ferguson Enterprises, Inc #1116, 1,299.48; Filipek, Cooper, 97.29; Flagshooter LLC, 333.63; Florea, Eduard, 101.35; Force America Inc, 508.62; Frandson Safety Inc, 90.00; Gades Sales Company Inc, 985.00; Gallagher Benefit Services, Inc, 153.75; Gallagher Benefit Services, Inc, 9,125.00; Galls, An Aramark Company, 540.85; Gillette Community College District, 35.00; Gillette Contractors Supply Inc, 25,466.84; Gillette Steel Center, 2,899.40; Goncalves, Isaac, 117.64; Gonzalez-Quintero, Siobahn, 93.27; Granicus LLC, 14,457.50; Greiner Motor Company, 1,796.08; Harris, Rodrick, 46.33; HD Supply Inc, 526.62; HealthEquity, Inc., 2,138.65; HealthEquity, Inc., 5,013.92; HealthEquity, Inc., 884.88; HealthEquity, Inc., 4,069.04; Hieb, Justin, 37.28; Homax Oil, 38,130.58; Hughes Fire

Equipment, Inc., 833.44; Identifix Inc, 119.00; International Code Council Inc, 1,350.00; It Outlet Inc, 20,722.00; Jack's Truck Center Inc, 2,023.26; Jane Stearns M.S. LPC, 800.00; Jenner Equipment Co, 128.90; Joe Johnson Equipment, LLC, 3,522.00; Kois Brothers Equipment Company, 53,679.00; Kone Inc, 371,900.00; Kone Inc, 906.55; Kuhbacher, Lindsay, 164.48; Lake, James, 127.37; Land Surveying Incorporated, 500.00; Lawson Products, Inc., 604.50; Lessman, Jasmyne, 32.15; Lukehart, Amanda, 54.57; Lukehart, Amanda, 112.28; Maas, Mickey, 153.60; Maya, Rogene, 33.48; McKenney, Jennifer, 67.07; Midland Implement Co Inc, 9,508.37; Millan, Esther, 98.97; Mills, Alex, 155.92; Mocek, Joseph, 56.49; Moore, Kyra, 184.73; Morgan, Dan, 158.89; Motorola Government Markets Sales, 80.30; Mountain Peaks Diagnostics, LLC, 215.05; Mt View Apts, 2-0091, 33.85; Musso, Heather, 38.58; Muttley's Grooming, 146.50; Nathaniel Black, 100.00; News Record, 7,243.85; Nicholas Black, 100.00; Norco Inc, 856.92; Norco Inc, 4,470.90; Norton Construction, 61,759.00; O'Connor, Tashanna, 346.00; Odson, James, 16.08; Olsen, Laynee, 142.44; One Call of Wyoming Corp, 448.35; Optum Health Financial Services, 357.50; Paintbrush Sewer & Drain, 1,585.45; Partsone LLC, 4,039.96; PCA Engineering Inc, 734.04; Pearl South Fork LLC, 500.00; Pedersen-Garrett, Wyit, 163.53; Piscioti, Mason, 142.19; Postal Pros Southwest Inc, 6,591.37; Powder River Energy Corporation, 2,929.91; Powder River Heating & Conditioning Corporation, 7,623.27; Pro Force Law Enforcement, 1,890.00; Pro Windmill Inc, 325.00; ProElectric Inc, 1,009.91; Railroad Management Co LLC, 1,417.05; RDO Equipment Co, 2,231.30; Rms Instrument & Electrical, LLC, 8,960.90; Rosas, Agustin, 103.22; Ryan Wells, 200.00; Sassman, Niccole, 158.05; Scarcliff, Stephanie, 12.79; Schmidt, Lacey, 39.72; Schull, Liam, 156.36; Sherwin Williams, 317.53; Shrake, Stacy, 16.09; SignBoss LLC, 6,041.02; Simon Contractors, 9,136.15; Simonson, Cole, 64.48; Simpson's Printing, 914.00; Sletten Construction of Wyoming, Inc, 62,029.04; Smith, Eric, 94.46; Smith, Stephanie, 19.31; Southwestern Equipment Company, 2,429.56; State Of Wyoming Dept of Family Services, 310.78; Sterling Infosystems, Inc, 909.36; Stotz Equipment, 248.01; Stuart C. Irby Co, 850.00; Stuart C. Irby Co, 4,681.00; Tactical Electronics, 6,500.00; Tantalus Systems Inc, 784.11; Team Laboratory Chemical, LLC, 2,081.00; Terry Sjolin, 1,475.00; That Embroidery Place, 872.00; Thomson West, 1,475.74; Thunder Basin Ford LLC, 241.89; Torgerson's, LLC, 388.90; Traffic Signal Controls Inc, 405.00; Transource Truck & Equipment, 504.29; Tri State Truck & Equipment, Inc, 1,650.51; Tri-City Excavation Inc, 2,600.00; Tri-State Industries Inc, 23,592.00; Turnbull, Angelique, 35.53; Uline Inc, 87.37; UMB Bank, 93,495.79; United Central Industrial Supply Co, 1,268.94; University Of Wyoming Technology Transfer Center, 3,635.00; Untamed Design LLC, 35.00; Velocity Constructor, Inc, 210.37; Verdunity, 5,909.50; Verizon Wireless, 10,862.72; Verizon Wireless, 1,820.05; Wesco Receivables Corp, 40.35; Western Services LLC, 2,450.00; Western Stationers, 5,905.33; Western Waste Solutions Inc, 6,587.00; White's Frontier Motors, 602.73; Woodard, Lillian, 20.23; WWC Engineering, 43,315.75; Wyo Alpha Services, 184.28; Wyoming Department of Agriculture, 50.00; Wyoming Department of Health, 832.00; Wyoming Division Victim Service, 250.00; Wyoming Machinery Co, 1,340.32; Wyoming Supreme Court, 11,704.60; Wyoming Water Solutions, 24.50; Xerox Corporation, 6,167.08; Yazzie, Shane, 142.39; Zarate, Brooke, 40.01

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

Approval of Conflict Claims

Councilmember Clary made a motion to approve conflict claim for Councilmember Gross in the amount of \$35.00; seconded by councilmember West. Council members Smith, McLeland, Carsrud, Clary, and West voted aye. Councilwoman Gross abstained. The motion carried.

Comments

Council

Councilmember Gross attended the GARF Take Back the Night event, adding that it was well organized. Gross added that there will be an event to celebrate the 250th anniversary of our country, but the date of that event is pending. Gross concluded by informing the public of the pinning and commencement events for the graduating nurses at the Gillette College.

Councilmember Clary explained that he attended the Veterans Breakfast, adding that it was a great event and encouraged council to join.

Liaison Reports

Councilmember Gross presented an overview of the recent tasks and events surrounding the Council of Community Services such as The Empty Bowl event, federal grant concerns, and the finalizing of their 2024 report.

Councilmember West stated that he attended the Gillette Mainstreet Comprehensive Design where discussion took place regarding economic growth and development.

Written Comment

City Clerk Allen reported that the Clerk's Office received two written comments: one from Rolf Arands, expressing his opposition to the Comprehensive Plan; and another from Linda Cherkassky of New Jersey, who voiced opposition to the TNR Ordinance.

Proclamations / Presentations

Teddrick Walker, Campbell County Prevention Coordinator Specialist, introduced himself and explained his new role. Council President Carsrud then proclaimed May 2025 as Mental Health Awareness Month.

Director Toscana presented a "Things to Know" video for May 2025.

Karen Littleton, Executive Director, Shannon Wasserburger, Community Outreach Coordinator, Brandi Essen, Case Manager Supervisor, and Jessica Almer, Case Manager/Access Assistant with the Visitation and Advocacy Center presented the three main services they provide, statistics, and their goals. Council President Carsrud then proclaimed May 2025 as Supervised Visitation Awareness Month.

Alicia LePard, Sue Howard, Darla Parks, and Gwen Reid represented the Wyoming Nurses Association and expressed their honor. Council President Carsrud then proclaimed May 6-12, 2025, as Nurses Week.

Hearing none to speak on behalf of the Gillette Historic Preservation Commission, Council President Carsrud proclaimed May 2025 as National Historic Preservation Month.

Attorney Brown introduced Cheryl Leanza and Gregory Caffas of BBK Law, who presented a Cable Franchising Overview via telephone, covering topics such as the renewal timeline, disputes, and violations. Charter representatives Terri Scott and Mike Morris were also in attendance and expressed a desire to finalize franchise negotiations with the City. Councilmembers raised concerns about negotiation delays, customer costs, and the timeline for resolution. Both parties agreed to aim for a finalized agreement and council resolution by September 7, 2025. Council President Carsrud allowed public comment regarding this topic. Micky Shober, Powder River Construction representative, and Kim Essen raised concerns about unsightly Charter power poles impacting beautification of their new shop on Burma, Larch, and Warlow. They requested Charter move their lines underground to allow for permanent landscaping and reduce the industrial appearance of the area. They also asked for language in the Franchise Agreement requiring Charter to relocate lines underground over time. Sean Brown noted that this could be addressed through right-of-way regulations and existing pole attachment agreements, which the City will explore.

Brooke Byelich, Animal Shelter Supervisor and Teresa Mills, Animal Control Supervisor, presented the current feline stray population issues while focusing on the intent and goals of a Trap-Neuter-Vaccinate-Return Program (TNVR, but previously known as TNR). Byelich, along with Chief of Police Deaton, answered councilmembers questions regarding budgeting and what the program would cost taxpayers. Council President Carsrud accepted public comment in which Christine Manning, Animal Shelter Assistant, expressed her favor for the TNVR Program.

Council President declared a break at 7:52 p.m. and the meeting resumed at 7:58 p.m.

New Business

Minute Action

Councilmember West made a motion to approve a Parade Permit for the 4th of July Parade on 2nd Street from Burma Avenue to Osborne Avenue on July 4th, 2025, with street closures staging, starting at 7:00 a.m. to 12:00 p.m., Requested by Campbell County Parks and Recreation; seconded by councilmember Gross. Darla Cotton, Campbell County Parks and Recreation, gave additional information for the event and informed council that the flyover schedule has been approved by the FAA has been approved. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Special Event Permit on June 21, 2025, for a Donkey Creek Music & Arts Festival on Warren Avenue between 1st and 2nd Street from 7:00 a.m. to 11:59 p.m., this event will include an Open Container Permit, Requested by Big Lost Meadery; seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember West made a motion to approve a Special Event Permit on June 28, 2025, for a Clean Rides Car Show on Frontage Road from 8:00 a.m. to 5:00 p.m., Requested by BTK Detailing; seconded by councilmember Clary. Brendan King, Owner of BTK Detailing, gave a brief description of his planned event. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Bid Award for the Fox Park Monitoring Building Project to Hladky Construction, Inc., in the Amount of \$411,120.27 (1% Project); seconded by councilmember McLeland. Director Muzzarelli explained that this will allow monitoring of water in the 30" Madison line, allow chlorine testing, and give additional data to keep track of water sources in and out of town. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Bid Award for the 2025 Large Patch Project to S&S Builders, LLC, in the Amount of \$59,595.00 (1% Project); seconded by councilmember Clary. Director Muzzarelli explained that this project is a continuation of last year's alley improvement and will include patching 7th Street at the alley's end to clean up the area. All voted aye. The motion carried.

Councilmember West made a motion to approve a Bid Award in the Amount of \$249,755.00 for the City Hall IT Telecom AC Replacement Project to Powder River Heating & Air Conditioning Inc.; seconded by councilmember Gross. Mike Porter, IT Manager, expressed the importance of the replacement to keep IT equipment in working order. All voted aye. The motion carried.

Councilmember Gross made a motion to approve a Bid Award in the Amount of \$243,760.00 for the Heated Vehicle Storage Roof Restoration Project to Raisley Painting; seconded by councilmember McLeland. Director Wilde explained that the heated vehicle storage roof, constructed in 2012, is experiencing several leaks, and that the proposed project will extend the roof's lifespan by 12 years. All voted aye. The motion carried.

Councilmember West made a motion for the Acceptance of Bid to Floyd's Truck Center, Gillette, Wyoming in the amount of \$499,265.20 for their bid on one (1) new Autocar Cab & Cassis with one (1) new McNeilus Automated Refuse Compactor Body; seconded by councilmember McLeland. Councilmember Clary asked how Public Works plans to cover the \$94,000 overage on the truck purchase. Director Wilde explained that the cost will be covered through the vehicle replacement fund. Councilmember West then inquired about the expected delivery date, to which Wilde responded they are hopeful the truck will arrive in 2027. All voted aye. The motion carried.

Councilmember Gross made a motion for the Acceptance of Public Improvements for the 2024 Concrete Pothole Repair Phase 2 Project, Installed by S&S Builders, LLC, in the Amount of \$235,220.00 (1% Project); seconded by councilmember West. Director Muzzarelli explained that this is a standard pothole repair project, phase 2 of the concrete portion completed this Spring and the project is ongoing. All voted aye. The motion carried.

Councilmember Gross made a motion to approve Amendment No. 1 for Additional Construction Management Services for the Cam-Plex Lift Station with HDR Engineering, Inc., in the Amount of \$94,095.00 (1% Project); seconded by councilmember McLeland. Director Pilon explained that the Lift Station has gone over budget considerably due to unforeseen issues that arose. All voted aye. The motion carried.

Councilmember West made a motion to approve Amendment No. 1 for Construction Management services for the Force Road Mill and Overlay project with WWC Engineering, in the Amount of \$56,200.00 (1% Project); seconded by councilmember Clary. Director Muzzarelli explained that the amendment is to include the contract management portion of the design and bid agreement. All voted aye. The motion carried.

Councilmember McLeland made a motion to approve Amendment No. 1 for Construction Management Services for the RC Ranch Mill and Overlay Project with PCA Engineering, in the Amount of \$78,327.00 (1% Project); seconded by councilmember West. Director Muzzarelli explained that the amendment is to include the contract management portion of the design and bid agreement. All voted aye. The motion carried.

Councilmember Gross made a motion to approve Amendment No. 1 for the Project Agreement for the City of Gillette Pool Renovation to Extend the Project Completion Date to January 31, 2026, for Land and Water Conservation Funds, with the State of Wyoming Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails and the City of Gillette, Wyoming; seconded by councilmember West. Director Muzzarelli explained that the reason for the extension is to move out the grant deadline. Attorney Brown clarified that this amendment does not move out the tentative opening date of the City Pool. All voted aye. The motion carried.

Councilmember Gross made a motion to Authorize the Mayor to Sign the Amendment Document to Amend the Wire Line Crossing Permit Agreement with Burlington Northern Santa Fe (BNSF) Railway Company; seconded by councilmember McLeland. Director Pilon explained the benefit and cost saving

measures of the foregoing agreement. Councilmembers McLeland, Gross, Clary, West, and Council President Carsrud voted aye. Councilmember Smith mistakenly voted nay, however, this was redacted and moved to an aye vote. The motion carried.

Councilmember Gross made a motion to approve a Professional Services Agreement for the Design, Bidding, Construction Management and Contract Administration Services Associated with the Antelope Valley Playground Renovations Project, with Steiner Thuesen PLLC, in the Amount of \$109,528.60 (1% Project); seconded by councilmember West. Director Muzzarelli informed council that the agreement adds ADA functionality as well as additional parking. All voted aye. The motion carried.

Appointments

Councilmember Gross made a motion to appoint Mayor Lundvall as the Official Voting Delegate and councilmember McLeland as the Alternate Delegate for the 2025 WAM Summer Convention; seconded by councilmember West. All voted aye. The motion carried.

Ordinance 1st Reading

ORDINANCE NO. 25-12

AN ORDINANCE ESTABLISHING ARTICLE VIII, SECTION 4-44 OF THE GILLETTE CITY CODE REGARDING THE TRAP-NEUTER RELEASE PROGRAM FOR CERTAIN CATS IN THE CITY OF GILLETTE

Councilmember West made a motion to approve the foregoing Ordinance on first reading; seconded by councilmember McLeland. Councilmember Smith questioned future funds for the TNVR Program. Chief of Police Deaton stated that as the feline population decreases, the funds to support it will as well. Councilmembers deliberated on the funds to support the proposed program. Councilmembers McLeland, Gross, Clary, West, and Council President Carsrud voted aye. Councilmember Smith voted nay. The motion carried.

ORDINANCE NO. 25-13

AN ORDINANCE TO AMEND CHAPTER 10, SECTIONS 10-2, 10-4, 10-5, AND 10-7 OF THE GILLETTE CITY CODE

Councilmember West made a motion to approve the foregoing Ordinance on first reading; seconded by councilmember Clary. Attorney Brown presented a brief overview of the changes to the proposed Ordinance. Changes included sections for Farmers Markets, Special Event Permits, Sexually Oriented Businesses, as well as language pertaining to Mobile Food Truck Licenses and Itinerant Merchant Permits. Councilmembers Smith, McLeland, Gross, West, and Council President Carsrud voted aye. Councilmember Clary voted nay. The motion carried.

Public Comment

Reverend Zachary Viggers spoke in opposition to funds allocated to the Gillette Reproductive Health.

Rolf Arands, Ward II, spoke in favor of the TNVR Program.

Administrator's Report

Attorney Brown stated that a new law repealing Gun Free Zones will take effect on July 1, 2025. As a result, the existing ordinance will need to be revised and will be presented to the council at the next regularly scheduled meeting.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 8:43 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next regularly scheduled meeting will be held on Tuesday, May 20, 2025, in the City Hall Council Chambers.

(S E A L)
ATTEST:

Shay Lundvall, Mayor

Alicia Allen, City Clerk
Publication Date: May 13, 2025

A Special Meeting of the City Council was held on Tuesday the 13th day of May 2025, in the City Hall 2nd Floor Community Room.

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

The Mayor and Council partook in a pre-meeting meal, beginning at 5:30 p.m. No City business was conducted during the meal. Mayor Lundvall opened the Special Meeting at 6:00 p.m.

Budget Workshop #2 - Review FY26 Budget

Administrator Cole presented a budget message and summary of the proposed FY2025-2026 budget, which is slightly less than the approved FY2024-25 budget. He explained future council action and basis of the budget, provided descriptions for the 4 major revenue/cost centers: General Fund, Enterprise Fund, 1% Fund, and Internal Service Fund(s), along with their respective revenue and expenses. Cole discussed potential challenges including a 1% reduction of severance tax on coal and a 25% reduction of residential property tax revenue, in addition to inflation, but concluded that the proposed budget is balanced, financially stable, and fiscally conservative.

Departments presented their budgets to the Mayor and Council.

- The Administration Budget was presented by Administrator Cole.
- The Development Services Budget was presented by Director Muzzarelli.
- The Utilities budget was presented by Director Pilon, Water Manager Howard Jones, Electrical Services Superintendent Mick Wolf, and Wastewater Manager Brandon Price.
- The 1% Fund was presented by Administrator Cole.

The Council discussed and asked clarifying questions regarding the FY2025-2026 Budget.

No action was taken.

Adjournment

There being no further business to come before the Council, the meeting was adjourned at 7:48 p.m. The meeting can be viewed on the City's website, www.gillettewy.gov/gpa. The next Special Meeting (Budget Workshop #3) will be held on May 15, 2025, in the 2nd Floor Community Room. The next regularly scheduled meeting will be held on May 20, 2025, in the City Hall Council Chambers.

(S E A L)

ATTEST:

Alicia Allen, City Clerk
Publication Date: May 20, 2025

Shay Lundvall, Mayor



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

ORDINANCE 3RD READING

Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential District, per the Attached Exhibit. (Planning Commission Vote: 5/0)

SUGGESTED ACTION:

I move to Approve an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming, from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential District, per the Attached Exhibit.

PROJECT NUMBER:

PL2025-0003 , Map Amendment, 2701 W Lakeway Road

CASE BACKGROUND:

1ST READING COUNCIL VOTE: 7/0

2ND READING COUNCIL VOTE: 6/0

The applicant seeks to amend the Zoning Map to rezone 2701 W Lakeway Road from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential District.

The proposed rezone area is approximately 24.36 acres. The minimum district size for an R-4 zoning district is 4 acres. This rezone does meet the minimum district requirements. Furthermore, the adjacent two lots to the west is zoned R-4 with an acreage total of 11.19 acres.

The property is currently vacant and has no structures on it. The property does have access to city water and electrical running within the W Lakeway Road right-of-way; while wastewater access is not

located in the adjacent Lakeway right-of-way, it is available to the parcel from either the east or west of the property.

The surrounding Zoning Districts are:

North – C-1, General Commercial District

East – R-1, Single Family Residential

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

West –R-4, Multi-Family Residential District

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

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

Correct an obvious error or oversight in the regulations; or

Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

In this case, Staff recognizes both a) and b) as valid reasons for a rezone. The owner stated that they are requesting to rezone because there is a lack of available land available for multi-family housing, which applied to b), recognizing changing conditions within the city, specifically for general welfare. Moreover, the parcel currently has both R-1 and R-2 zoning districts within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

This case was approved by the Planning Commission during their April 8, 2025, meeting with a vote of 5/0.

STAFF RECOMMENDATION:

Staff recommends approval

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Ordinance](#)

[Vicinity MAP](#)

[Current Zoning](#)

[Planning Requirements](#)

[April 8, 2025 Planning Commission Minutes](#)

[Finding of Facts](#)

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR TRACT G OF PRONGHORN RANCH PHASE 1, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT AND R-2, TWO-FAMILY RESIDENTIAL DISTRICT TO R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Tract G, Pronghorn Ranch Phase 1, City of Gillette, Campbell County, Wyoming, is hereby amended from R-1, Single Family Residential District and R-2, Two-Family District, to R-4, Multi-Family Residential District, per the attached Exhibit.

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

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publication Date:

Vicinity Map 2701 W Lakeway Road

Project Area

- Project Area
- Land Survey Parcels



March 05, 2025
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

0 125 250
Feet

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

Current Zoning 2701 W Lakeway Road

C-1

A

W Lakeway Rd

Star Hope Dr

Big Lost Ct

Big Lost Dr

Ledoux Ave

R-4

R-2

R-1

Project Area

Planning City Zoning Districts

- A
- C-1
- R-1
- R-2
- R-4
- R-R
- Project Area
- Land Survey Parcels



March 05, 2025

CITY OF GILLETTE
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0 125 250
Feet

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

Planning Requirements

PL2025-0003

**Zoning Map Amendment | 2701 W Lakeway Road – Tract G, Pronghorn Ranch Subdivision
Phase I**

There are no Planning Requirements for this case.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ April 8, 2025 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Cristal Pratt, and Matthew Nelson.

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 Ian Scott to approve the meeting minutes of February 25, 2025. Ryan Conklin seconded the motion. Motion carried 5/0.

Case No.
PL2025-0003
ZONING MAP
AMENDMENT
2701 W Lakeway
Rd

The applicant seeks to amend the Zoning Map to rezone 2701 W Lakeway Road from R-1, Single Family Residential District and R-2, Two-Family Residential District, to R-4, Multi-Family Residential District.

The proposed rezone area is approximately 24.36 acres. The minimum district size for an R-4 zoning district is four acres. This rezone does meet the minimum district requirements.

The property is currently vacant with no structures on it. The property does have access to city water and electrical running within the W Lakeway Road right-of-way; while wastewater access is not located in the adjacent Lakeway right-of-way, it is available to the parcel from either the east or west of the property.

The parcel currently has both R-1 and R-2 zoning districts within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

Chair Hottell asked if there were any comments or questions for staff.

Dale Britton, who lives on Meadow Lane just south of the proposed rezoning, was present and stated he was sent a map of the lot plotted out and was told the property would always be single-family homes. Mr. Britton said he wouldn't be opposed to large buildings like apartments if they were built closer to Lakeway Road. Mr. Britton said if any large buildings were built close to his property, however, he would be just boxed in. Mr. Britton said the owners have not been good neighbors with moving dirt and causing sand coverage on cars and into their home. The neighboring landowners also have let tumbleweeds grow on the property that end up accumulating onto his property as high as their buildings, he said. Mr. Britton said he would like to see the lot not be zoned to allow apartments.

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

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said there will be a meeting on April 14, 2025, for the Comprehensive Plan. The next regular meeting will be May 13, 2025.

ADJOURNMENT

The meeting was adjourned at 6:14 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE

PETITIONER

PL2025-0003

ZONING MAP AMENDMENT
2701 W LAKEWAY ROAD
CITY OF GILLETTE ZONING ORDINANCE

THOMAS CIVIN

**ZONING MAP AMENDMENT
2701 W LAKEWAY ROAD
CITY OF GILLETTE ZONING ORDINANCE

THOMAS CIVIN**

2701 W LAKEWAY ROAD
CITY OF GILLETTE ZONING ORDINANCE
THOMAS CIVIN

CITY OF GILLETTE ZONING ORDINANCE

THOMAS CIVIN

THOMAS CIVIN

THOMAS CIVIN

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission (“Commission”) on April 8, 2025, for hearing on the Zoning Map Amendment filed by Petitioner Thomas Civin. Petitioner seeks to change the zoning district of 2701 W Lakeway Road from R-1, Single Family Residential District and R-2, Two-Family Residential District to R-4, Multi-Family Residential District. Chair Shaun Hottell, chairman of the Commission presided. Commissioners Vice-chair Ryan Conklin, Richard Cone, Ian Scott, and Jack Colson were also present.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings. Thomas Civin, representing himself, was present through the phone. The Commission, having heard the statements and evidence presented by the Petitioner/Case Manager, and having considered the matter, reviewed the case herein, and being otherwise fully advised on the premises, makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. These matters are a request by the Petitioner to change the Zoning District Map of the City of Gillette.
2. Petitioner is requesting to change the zoning for 2701 W Lakeway Road.
3. Case Manager established that the current Zoning Ordinance requires all proposed

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

4. Petitioner established that the Zoning Map Amendment will change the Zoning Map for 2701 W Lakeway Road from R-1, Single Family Residential District and R-2, Two-Family Residential District to R-4, Multi-Family Residential District.

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

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

7. Case Manager established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for 2701 W Lakeway Road.

8. At the hearing, the Case Manager demonstrated the proposed changes will correct an obvious error in the Zoning Map as 2701 W Lakeway currently contains spit zoning on the single parcel. Furthermore, it will provide more opportunities for multi-family housing, which recognizes changing conditions within the city, specifically for general welfare.

CONCLUSIONS OF LAW

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

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

2. Under Section 1.e(1) Statement of Policy, the Zoning Ordinance, which includes both the Ordinance and the Zoning District Map, has been established for the purpose of promoting sound development and maintaining stable land use patterns. "Any person, corporation, or the City may

initiate amendments to the Zong Code to (1) correct an obvious error or oversight in the regulations; or to: (2) recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.”

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

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

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

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

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

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

9. The Board was unanimous in their vote to approve the Petitioner’s Map Amendment to amend the Zoning District Map for 2701 W Lakeway Road from R-1, Single Family Residential District and R-2, Two-Family Residential District to R-4, Multi-Family Residential District based on both correcting an obvious error in the Zoning Map and changing conditions in the City. The Commission forwards the case to the City of Gillette City Council for a second public hearing and final vote.

NOTICE

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

DATED THIS _____ day of _____, 2025.

CITY OF GILLETTE PLANNING COMMISSION

Shaun Hottell, Chair

ATTEST: _____
Meredith Duvall, City Planning Manager



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

Bills and Claims

SUGGESTED ACTION:

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

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Bills and Claims](#)

[Bills and Claims - Prepaids](#)

[Wire Transfers](#)

Expenditure Approval Report

Check Approval Date of 05/20/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
4555-ATLAS OFFICE PRODUCTS		
189508	OFFICE SUPPLY INVENTORY	301.17
	VENDOR TOTAL:	301.17
1511-NORCO INC		
189548	OFFICE SUPPLY INVENTORY	481.75
189554	OFFICE SUPPLY INVENTORY	1,694.84
189558	OFFICE SUPPLY INVENTORY	329.52
	VENDOR TOTAL:	2,506.11
5132-STAPLES CONTRACT & COMMERCIAL LLC		
189567	OFFICE SUPPLY INVENTORY	719.98
	VENDOR TOTAL:	719.98
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL		
189315	APRIL 2025 OFFICER TRAINING FEES	31.00
	VENDOR TOTAL:	31.00
2300-WESTERN STATIONERS		
189578	OFFICE SUPPLY INVENTORY	98.61
189579	OFFICE SUPPLY INVENTORY	82.80
189580	OFFICE SUPPLY INVENTORY	1,110.52
189581	OFFICE SUPPLY INVENTORY	240.00
	VENDOR TOTAL:	1,531.93
	DIVISION TOTAL:	5,090.19
	DEPARTMENT TOTAL:	5,090.19

Expenditure Approval Report

Check Approval Date of 05/20/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
1351-CAMPBELL COUNTY CHAMBER OF COMMERCE		
189407	GOVERNOR'S LUNCHEON 2025 TICKET	120.00
	VENDOR TOTAL:	120.00
3827-TAMI WALDNER		
189406	DINNER FOR COUNCIL BUDGET WORKSHOP #1	331.25
	VENDOR TOTAL:	331.25
2431-WYOMING ASSOCIATION MUNICIPALITIES		
189269	WAM CONVENTION REGISTRATION - S LUNDVALL	260.00
189270	WAM CONVENTION REGISTRATION - N MCLELAND	260.00
	VENDOR TOTAL:	520.00
	DIVISION TOTAL:	971.25
04-SPECIAL PROJECTS		
1572-ARETE DESIGN GROUP		
189341	CITY HALL SPACE STUDY RENOVATION	84,382.93
	VENDOR TOTAL:	84,382.93
1864-FIRST NATIONAL BANK OF GILLETTE		
189462	CITY POOL RECONSTRUCTION RETAI	11,874.23
189474	ENZI PRACTICE FIELDS IMPROVEME	5,925.84
	VENDOR TOTAL:	17,800.07
1999-HAWKINS INC		
189410	CITY POOL CHEMICALS	9,721.76
	VENDOR TOTAL:	9,721.76
4422-INTERSTATE ENGINEERING, INC		
189489	CITY POOL RECONSTRUCTION	23,984.34
	VENDOR TOTAL:	23,984.34
1958-PCA ENGINEERING INC		
189483	ENZI PRACTICE FIELD IMPROVEMEN	5,675.10
	VENDOR TOTAL:	5,675.10

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
2033-POWDER RIVER CONSTRUCTION			
	189461	CITY POOL RECONSTRUCTION	225,610.45
	189473	ENZI PRACTICE FIELDS IMPROVEME	112,590.93
		VENDOR TOTAL:	338,201.38
		DIVISION TOTAL:	479,765.58
		DEPARTMENT TOTAL:	480,736.83

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
2583-BEST BEST & KRIEGER LLP			
	189427	CHARTER RENEWAL	3,111.00
		VENDOR TOTAL:	3,111.00
2312-THOMSON WEST			
	189392	SUBSCRIPTION	737.87
		VENDOR TOTAL:	737.87
		DIVISION TOTAL:	3,848.87
		DEPARTMENT TOTAL:	3,848.87

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
4908-COOPERATIVE PERSONNEL SERVICES		
189345	EMPLOYEE HANDBOOK	2,500.00
	VENDOR TOTAL:	2,500.00
4458-EMPLOYMENT TESTING CENTER OF WYOMING		
189347	POPH1	700.00
	VENDOR TOTAL:	700.00
1753-EMPLOYMENT TESTING SERVICES INC		
189411	RANDOM DRUG AND ALCOHOL TESTING	819.00
	VENDOR TOTAL:	819.00
1804-SIMPSON'S PRINTING		
189384	OFFICE TRADING CARDS	202.50
189385	OFFICE TRADING CARDS	120.00
	VENDOR TOTAL:	322.50
4305-STERLING INFOSYSTEMS, INC		
189415	BACKGROUND CHECKS	2,497.07
	VENDOR TOTAL:	2,497.07
	DIVISION TOTAL:	6,838.57
21-SAFETY		
1511-NORCO INC		
189408	ANTISEPTIC TOWELETTES	1.73
	VENDOR TOTAL:	1.73
3892-SQUARE GROVE LLC		
189566	SAFETY * DESK * RANDY	2,316.00
	VENDOR TOTAL:	2,316.00
	DIVISION TOTAL:	2,317.73
	DEPARTMENT TOTAL:	9,156.30

Expenditure Approval Report
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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
26-CUSTOMER SERVICE		
1627-DIEBOLD INC		
189316	MAINTENANCE	2,012.35
	VENDOR TOTAL:	2,012.35
1898-ONLINE UTILITY EXCHANGE		
189317	APRIL 2024 UTILITY EXCHANGE REPORT	323.04
	VENDOR TOTAL:	323.04
3369-POSTAL PROS SOUTHWEST INC		
189268	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,925.69
189318	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	572.59
	VENDOR TOTAL:	2,498.28
	DIVISION TOTAL:	4,833.67
34-INFORMATION TECHNOLOGY		
4025-AGOSTO HOLDINGS, LLC		
189388	GOOGLE VOICE	3,336.74
	VENDOR TOTAL:	3,336.74
1358-CENTURYLINK		
189390	TELEPHONE SERVICE	2,947.20
	VENDOR TOTAL:	2,947.20
1606-DELL MARKETING LP		
189527	MICROSOFT ENTRA ID	19,826.95
	VENDOR TOTAL:	19,826.95
1825-ESRI INC		
189274	ESRI SITE LICENSE	40,900.00
	VENDOR TOTAL:	40,900.00
5018-GLOBAL PAYMENTS INC		
189391	JUNE 2025 PARKS RESERVATION	583.37
	VENDOR TOTAL:	583.37
3916-SHI INTERNATIONAL CORP		
189560	RSA TOKENS	2,127.42
189561	RSA TOKENS	734.04
	VENDOR TOTAL:	2,861.46

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Check Approval Date of 05/20/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
2179-TYLER TECHNOLOGIES INC			
	189276	TYLER RESIDENT ACCESS IMPLEMENTATION	800.00
		VENDOR TOTAL:	800.00
2222-VERIZON WIRELESS			
	189387	AVL DATA	1,820.04
		VENDOR TOTAL:	1,820.04
2247-VISIONARY COMMUNICATIONS			
	189389	INTERNET SERVICE	1,092.96
		VENDOR TOTAL:	1,092.96
4988-ZOHO CORPORATION			
	189275	ZOHO ASSIST	180.00
		VENDOR TOTAL:	180.00
		DIVISION TOTAL:	74,348.72
		DEPARTMENT TOTAL:	79,182.39

Expenditure Approval Report

Check Approval Date of 05/20/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
4481-BALCO UNIFORM CO., INC		
189304	UNIFORMS AND EQUIPMENT	233.03
189305	BULLET PROOF VESTS	1,889.90
189306	EQUIPMENT - WELLS	250.22
	VENDOR TOTAL:	2,373.15
2483-CAMPBELL COUNTY SHERIFF		
189308	MARCH 2025 PRISONER BILLING	6,400.00
	VENDOR TOTAL:	6,400.00
2597-CRAIG FURMAN		
189307	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	75.00
1798-ENTENMANN ROVIN COMPANY		
189294	MARCUS BADGE	145.75
	VENDOR TOTAL:	145.75
1916-GALLS INC		
189303	UNIFORMS - JOHNSON	176.00
	VENDOR TOTAL:	176.00
55555-MISC EMPLOYEE VENDOR		
189437	FY24/25 BOOT ALLOWANCE	200.00
189438	FY24/25 BOOT ALLOWANCE	162.75
189439	TRAVEL REIMBURSEMENT	88.90
	VENDOR TOTAL:	451.65
3916-SHI INTERNATIONAL CORP		
189560	RSA TOKENS	734.04
189561	RSA TOKENS	2,348.28
	VENDOR TOTAL:	3,082.32
1804-SIMPSON'S PRINTING		
189384	OFFICE TRADING CARDS	202.50
189385	OFFICE TRADING CARDS	120.00
	VENDOR TOTAL:	322.50

Expenditure Approval Report

Check Approval Date of 05/20/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
2066-SOURCE OFFICE PRODUCTS		
189292	SMALL CALENDAR	19.19
189293	NOTARY STAMP - A MATSON	33.80
	VENDOR TOTAL:	52.99
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
189295	PD COUNSELING	200.00
189296	PD COUNSELING	200.00
189297	PD COUNSELING	200.00
189298	PD COUNSELING	200.00
189299	PD COUNSELING	200.00
189300	PD COUNSELING	200.00
189301	PD COUNSELING	250.00
189302	PD	200.00
	VENDOR TOTAL:	1,650.00
	DIVISION TOTAL:	14,729.36
41-DISPATCH		
5555-MISC EMPLOYEE VENDOR		
189441	TRAVEL REIMBURSEMENT	33.47
	VENDOR TOTAL:	33.47
	DIVISION TOTAL:	33.47
45-ANIMAL SHELTER		
1572-ARETE DESIGN GROUP		
189340	ANIMAL CONTROL TNR ADDITION DESIGN	3,270.00
	VENDOR TOTAL:	3,270.00
	DIVISION TOTAL:	3,270.00
	DEPARTMENT TOTAL:	18,032.83

Expenditure Approval Report

Check Approval Date of 05/20/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
33-CITY HALL BUILDING MAINTENANCE			
1040-ALSCO			
	189223	RUG CLEANING	42.89
	189224	RUG CLEANING	46.10
	189225	UNIFORM CLEANING	57.75
	189228	RUG CLEANING	19.82
	189229	RUG CLEANING	42.89
	189230	RUG CLEANING	46.10
	189232	RUG CLEANING	57.75
	189239	RUG CLEANING	19.82
	189416	RUG CLEANING	42.89
	189417	RUG CLEANING	46.10
	189418	RUG CLEANING	57.75
	189423	RUG CLEANING	19.82
		VENDOR TOTAL:	499.68
1519-CRUM ELECTRIC SUPPLY COMPANY			
	189523	DIMMER SWITCHES	744.60
		VENDOR TOTAL:	744.60
1844-FARMER BROTHERS COMPANY			
	189333	COFFEE AT CITY HALL	460.20
		VENDOR TOTAL:	460.20
5106-GARRATT CALLAHAN COMPANY			
	189337	WATER TREATMENT PROGRAM	730.00
		VENDOR TOTAL:	730.00
1116-LOWE ROOFING INC			
	189425	CITY HALL ROOF REPAIRS	160.80
		VENDOR TOTAL:	160.80
5025-MECHANICAL DESIGN WORKS			
	189335	IT TELECOM ROOM DESIGN	4,800.00
		VENDOR TOTAL:	4,800.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1511-NORCO INC		
189424	FIRST AID KIT	32.92
	VENDOR TOTAL:	32.92
2070-SOUTHERN COMPUTER WAREHOUSE		
189562	BOILER ROOM CAMERA LICENSES	471.86
	VENDOR TOTAL:	471.86
2745-TEMPERATURE TECHNOLOGY, INC		
189334	REPAIR HVAC #4	940.00
	VENDOR TOTAL:	940.00
	DIVISION TOTAL:	8,840.06
50-PUBLIC WORKS ADMIN		
4148-TERRY SJOLIN		
189458	SCHEDULING FOR THE FIELDS	975.00
	VENDOR TOTAL:	975.00
	DIVISION TOTAL:	975.00
51-PARKS		
1040-ALSCO		
189235	UNIFORM CLEANING	47.88
189421	UNIFORM CLEANING	49.92
	VENDOR TOTAL:	97.80
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
189402	WATER - ANTELOPE VALLEY PARK	44.43
	VENDOR TOTAL:	44.43
3909-CRESTVIEW IMPROVEMENT & SERVICE DISTRICT		
189403	WATER - CRESTVIEW PARK	7.92
	VENDOR TOTAL:	7.92
5115-DANE SCHILLER		
189426	LITTLE LEAGUE NET INSTALL AND CABLE REPAIRS	4,000.00
	VENDOR TOTAL:	4,000.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
1999-HAWKINS INC		
189386	SPLASH PAD CHEMICALS	1,292.31
	VENDOR TOTAL:	1,292.31
55555-MISC EMPLOYEE VENDOR		
189440	SEASONAL SAFETY BOOT REIMBURSEMENT	100.00
	VENDOR TOTAL:	100.00
2563-PACIFIC HIDE & FUR DEPOT		
189401	METAL FOR TOOL RACK	79.34
	VENDOR TOTAL:	79.34
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
189569	PARKS * FUEL TANK FILTER * JANIE	216.08
	VENDOR TOTAL:	216.08
	DIVISION TOTAL:	5,837.88
54-STREETS		
1040-ALSCO		
189226	UNIFORM CLEANING	64.68
189233	UNIFORM CLEANING	71.40
189419	UNIFORM CLEANING	70.28
	VENDOR TOTAL:	206.36
1897-ONE CALL OF WYOMING COPR		
189457	ONE-CALL OF WYOMING	226.00
	VENDOR TOTAL:	226.00
2035-POWDER RIVER ENERGY CORPORATION		
189243	ELECTRIC - SIGN LIGHTING HWY 14/16	44.50
189244	ELECTRIC - WELCOME TO GILLETTE SIGN ON SHWY 59	46.03
189245	ELECTRIC - SIGN LIGHTING HWY 50	43.25
	VENDOR TOTAL:	133.78
1802-SIMON CONTRACTORS		
189265	CHIPS	643.76

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
1802-SIMON CONTRACTORS			
	189400	ROCK	350.00
VENDOR TOTAL:			993.76
DIVISION TOTAL:			1,559.90
DEPARTMENT TOTAL:			17,212.84

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
60-ENGINEERING			
2406-XEROX CORPORATION			
	189582	REPLACEMENT ENGINEERING MULTIFUNCTION PRINTER	235.00
		VENDOR TOTAL:	235.00
		DIVISION TOTAL:	235.00
61-BUILDING INSPECTION			
4920-THE BUILDING DEPARTMENT LLC			
	189405	PERMIT SERVICES - PLANS REVIEW	4,840.00
		VENDOR TOTAL:	4,840.00
		DIVISION TOTAL:	4,840.00
62-TRAFFIC SAFETY			
1911-GADES SALES COMPANY INC			
	189535	TRAFFIC - CROSSWALK * TY	3,950.00
		VENDOR TOTAL:	3,950.00
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	189310	CHANGED LED AND REPLACE WIRE ON RFB	440.00
	189311	REPAIR LIGHTED STREET SIGNS ON GILLETTE AVE	783.75
		VENDOR TOTAL:	1,223.75
		DIVISION TOTAL:	5,173.75
63-PLANNING			
1663-LAND SURVEYING INCORPORATED			
	189346	PLAT SERVICES	223.91
		VENDOR TOTAL:	223.91
		DIVISION TOTAL:	223.91
		DEPARTMENT TOTAL:	10,472.66

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
65-PUBLIC AFFAIRS DEPARTMENT			
31-CITY CLERK/PRINT SHOP			
4409-STATE OF WYOMING - ETS			
189309		1ST QTR 2025 ARCHIVES	6.67
		VENDOR TOTAL:	6.67
		DIVISION TOTAL:	6.67
		DEPARTMENT TOTAL:	6.67
		FUND TOTAL:	623,739.58

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1381-CITY OF GILLETTE			
	189468	2025 RC RANCH M&O * RETAINAGE	1,776.50
	189472	PROVIDENCE CROSSING PARK IRRIG	2,304.70
		VENDOR TOTAL:	4,081.20
1415-CONSOLIDATED ENGINEERS INC			
	189493	NORTHLAND VILLAGE DRAINAGE REC	7,723.50
	189496	2025 SEWER POINT REPAIRS - DES	5,154.50
	189497	DESERT HILLS CIRCLE FDR - DESI	1,177.50
		VENDOR TOTAL:	14,055.50
1684-DRM INC			
	189465	2023 WATER MAIN INTERCONNECT P	15,859.28
		VENDOR TOTAL:	15,859.28
1864-FIRST NATIONAL BANK OF GILLETTE			
	189464	CENTRAL CONTROL PHASE 2 * RETA	12,480.24
		VENDOR TOTAL:	12,480.24
1866-FIRST NORTHERN BANK OF WYOMING			
	189466	2023 WATER MAIN INTERCONNECT P	2,861.23
		VENDOR TOTAL:	2,861.23
1909-G AND G LANDSCAPING INC			
	189471	PROVIDENCE CROSSING PARK IRRIG	43,789.30
		VENDOR TOTAL:	43,789.30
1560-HLADKY CONSTRUCTION			
	189463	CENTRAL CONTROL PHASE 2	237,124.54
		VENDOR TOTAL:	237,124.54
5097-KEYSTONE RIDGE DESIGNS			
	189543	KEYSTONE RIDGE DESIGNS- EVERGREEN (39/60060) P26-	7,161.00
		VENDOR TOTAL:	7,161.00
1754-KLJ ENGINEERING LLC			
	189476	ALLEN AVE RECONSTRUCT AND DRAI	6,775.00
	189477	ALLEN AVENUE RECONSTRUCTION *	6,785.31

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1754-KLJ ENGINEERING LLC			
	189480	ARLINGTON COURT DRAINAGE ACCES	1,075.35
	189485	KILLARNEY WATER MAIN IMPROVEME	10,207.28
		VENDOR TOTAL:	24,842.94
1663-LAND SURVEYING INCORPORATED			
	189409	SINCLAIR EXTENSION	2,784.71
		VENDOR TOTAL:	2,784.71
1958-PCA ENGINEERING INC			
	189484	IRRIGATION CENTRAL CONTROL PHA	6,153.80
	189491	ECHETA ROAD RECONSTRUCTION	1,062.50
	189502	RC RANCH MILL AND OVERLAY	12,792.11
		VENDOR TOTAL:	20,008.41
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	189312	FIBER WORK AT 6TH & BURMA AND WESTOVER & BURMA	3,195.17
	189399	FIBER WORK BOXELDER/4J, WESTOVER/BURMA, 6TH/BURMA	19,615.95
		VENDOR TOTAL:	22,811.12
5064-RVE, INC			
	189495	DALBEY IMPROVEMENTS STUDY	5,824.54
		VENDOR TOTAL:	5,824.54
1802-SIMON CONTRACTORS			
	189467	2025 RC RANCH M&O	33,753.51
		VENDOR TOTAL:	33,753.51
2363-WWC ENGINEERING			
	189475	2025 ROHAN DRAINAGE * DESIGN	546.00
	189478	4-J/6TH STREET AND SHOSONE	1,008.00
	189494	SUTHERNLAND SUBDIVISION R & O	6,431.25
		VENDOR TOTAL:	7,985.25
		DIVISION TOTAL:	455,422.77
		DEPARTMENT TOTAL:	455,422.77
		FUND TOTAL:	455,422.77

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
1197-BORDER STATES ELECTRIC		
189264	PARTS	3,015.98
	VENDOR TOTAL:	3,015.98
1684-DRM INC		
189459	GRWSP PHASE III	240,830.85
	VENDOR TOTAL:	240,830.85
1705-DYKMAN ELECTRICAL INC		
189528	ELECTRICAL ENGINEERING * VFD * DAVID F	2,526.26
	VENDOR TOTAL:	2,526.26
1866-FIRST NORTHERN BANK OF WYOMING		
189460	GRWSP PHASE III - RETAINAGE	12,675.31
	VENDOR TOTAL:	12,675.31
1450-HDR ENGINEERING INC		
189498	GILLETTE REGIONAL WATER SUPPLY	35,481.75
	VENDOR TOTAL:	35,481.75
1589-HOT IRON		
189469	GILLETTE REGIONAL WATER SUPPLY	153,382.91
	VENDOR TOTAL:	153,382.91
1312-MORRISON MAIERLE INC		
189481	GRWSP - PH 5 DISTRICT EXT	24,994.96
189486	GRWSP - PH 5 DISTRICT EXT	11,525.00
189492	GILLETTE REGIONAL WATER SUPPLY	42,477.82
	VENDOR TOTAL:	78,997.78
1779-SECURITY STATE BANK		
189470	GILLETTE REGIONAL WATER SUPPLY	8,072.78
	VENDOR TOTAL:	8,072.78
	DIVISION TOTAL:	534,983.62
	DEPARTMENT TOTAL:	534,983.62
	FUND TOTAL:	534,983.62

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Invoice Number		Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
2406-XEROX CORPORATION			
	189412	COPIER METER READ	38.18
		VENDOR TOTAL:	38.18
		DIVISION TOTAL:	38.18
		DEPARTMENT TOTAL:	38.18
		FUND TOTAL:	38.18

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	Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
1040-ALSCO			
	189234	UNIFORM CLEANING	20.14
	189420	UNIFORM CLEANING	20.14
		VENDOR TOTAL:	40.28
2434-AMERICAN WELDING & GAS INC			
	189342	CYLINDER RENT	122.90
	189343	CYLINDER RENT	39.13
		VENDOR TOTAL:	162.03
3894-CAMPBELL COUNTY LANDFILL			
	189332	APRIL 2025 LANDFILL CHARGES	82,072.50
		VENDOR TOTAL:	82,072.50
3904-CBH CO-OP			
	189430	WEIGH TICKET	10.00
		VENDOR TOTAL:	10.00
2303-WESTERN WASTE SOLUTIONS INC			
	189397	RECYCLING	6,490.00
	189398	3 YARD DUMPSTER	97.00
		VENDOR TOTAL:	6,587.00
		DIVISION TOTAL:	88,871.81
		DEPARTMENT TOTAL:	88,871.81
		FUND TOTAL:	88,871.81

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
5089-AMERICAN GRATING			
	189503	WATER - GRATES * CJ	1,145.00
		VENDOR TOTAL:	1,145.00
2305-CCSD WESTWOOD SIGN SHOP			
	189261	ELECTRIC - FORCE ROAD STORAGE BUILDING	130.39
		VENDOR TOTAL:	130.39
4864-EDI MENDOZA			
	189433	CONCRETE REPAIRS	7,850.00
		VENDOR TOTAL:	7,850.00
1792-ENERGY LABORATORIES INC			
	189263	TESTING	69.00
	189329	TESTING	84.50
	189394	TESTING	38.00
	189395	TESTING	34.50
	189396	TESTING	34.50
		VENDOR TOTAL:	260.50
1422-GILLETTE CONTRACTORS SUPPLY INC			
	189518	WATER * ASCO * COOPER	141.06
		VENDOR TOTAL:	141.06
1450-HDR ENGINEERING INC			
	189487	PUMP STATION #1 UPGRADES - DES	10,658.75
	189488	30" MADISION TRANSMISSION LINE	32,410.00
		VENDOR TOTAL:	43,068.75
1424-MUNICIPAL TREATMENT EQUIPMENT			
	189545	WATER INVENTORY	25.19
		VENDOR TOTAL:	25.19
1511-NORCO INC			
	189555	WATER * AIR MONITORS * HOWARD * ER PURCHASE	520.00
	189556	WATER * AIR MONITORS * HOWARD * ER PURCHASE	3,129.51
		VENDOR TOTAL:	3,649.51

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1897-ONE CALL OF WYOMING COPR			
	189457	ONE-CALL OF WYOMING	226.00
		VENDOR TOTAL:	226.00
2035-POWDER RIVER ENERGY CORPORATION			
	189246	ELECTRIC - WATER CONTROL BUILDING RED TRAIL	40.00
	189248	ELECTRIC - ROZET RANCHETTES WATER SYSTEM	112.55
	189249	ELECTRIC - 8 MILE WATER SYSTEM	90.98
	189250	ELECTRIC - SERVICE CONTROL BUILDING	102.01
	189251	ELECTRIC - FORCE RD JOINT POWERS BOARD	60.13
	189252	ELECTRIC - COOK RD	96.54
	189253	ELECTRIC - SOUTHFORK	81.02
	189254	ELECTRIC - RAFTER D	109.20
	189255	ELECTRIC - OVERBROOK	145.99
	189256	ELECTRIC - RENNOR ESTATES	99.23
	189257	ELECTRIC - MADISON REHAB CPS #7	55.24
	189258	ELECTRIC - MADISON REHAB CPS #4	44.99
	189259	ELECTRIC - CPS #3	51.02
	189260	ELECTRIC - CPS #2	50.25
		VENDOR TOTAL:	1,139.15
4997-PVS DX INC			
	189434	CHEMICALS	7,342.96
		VENDOR TOTAL:	7,342.96
2114-RAILROAD MANAGEMENT CO LLC			
	189330	LICENSE FEES - TWO 30" WATER PIPELINE CROSSING	417.05
	189331	LICENSE FEES - 30" WATER PIPELINE CROSSING	417.05
		VENDOR TOTAL:	834.10
1802-SIMON CONTRACTORS			
	189431	ROCK	360.00
		VENDOR TOTAL:	360.00

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO			
	189568	ELECTRICAL INVENTORY	22.88
		VENDOR TOTAL:	22.88
5138-UTILITY SERVICE COMPANY INC			
	189266	INSPECTION	2,000.00
		VENDOR TOTAL:	2,000.00
		DIVISION TOTAL:	68,195.49
		DEPARTMENT TOTAL:	68,195.49
		FUND TOTAL:	68,195.49

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1197-BORDER STATES ELECTRIC		
189511	FR CLOTHING	1,951.89
189512	FR CLOTHING	348.10
189513	FR CLOTHING	442.08
189515	FR CLOTHING	192.30
	VENDOR TOTAL:	2,934.37
1450-HDR ENGINEERING INC		
189453	WESTERN TIE 69KV TRANSMISSION	14,530.75
	VENDOR TOTAL:	14,530.75
1264-MCM GENERAL CONTRACTORS		
189454	ANNUAL TRENCHING AND BORING AG	4,968.50
189455	ANNUAL TRENCHING AND BORING AG	5,955.45
189456	ANNUAL TRENCHING AND BORING AG	560.63
189499	ANNUAL TRENCHING AND BORING AG	3,536.50
	VENDOR TOTAL:	15,021.08
1897-ONE CALL OF WYOMING COPR		
189457	ONE-CALL OF WYOMING	227.10
	VENDOR TOTAL:	227.10
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
189570	FR T-SHIRTS	3,059.32
	VENDOR TOTAL:	3,059.32
	DIVISION TOTAL:	35,772.62
	DEPARTMENT TOTAL:	35,772.62
	FUND TOTAL:	35,772.62

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1040-ALSCO			
	189231	UNIFORM CLEANING	147.18
	189240	UNIFORM CLEANING	146.58
		VENDOR TOTAL:	293.76
3904-CBH CO-OP			
	189516	WASTEWATER * DIESEL	2,138.04
		VENDOR TOTAL:	2,138.04
1792-ENERGY LABORATORIES INC			
	189277	TESTING	437.70
	189435	TESTING	278.40
		VENDOR TOTAL:	716.10
1999-HAWKINS INC			
	189273	CHEMICALS	11,085.60
		VENDOR TOTAL:	11,085.60
1450-HDR ENGINEERING INC			
	189482	WWTF HEADWORKS IMPROVEMENTS PR	43,145.55
		VENDOR TOTAL:	43,145.55
1549-HILLCREST SPRING WATER INC			
	189344	DISTILLED WATER	162.50
		VENDOR TOTAL:	162.50
5093-INTERSTATE POWER SYSTEMS INC			
	189278	REPAIRS	515.82
		VENDOR TOTAL:	515.82
1897-ONE CALL OF WYOMING COPR			
	189457	ONE-CALL OF WYOMING	226.00
		VENDOR TOTAL:	226.00
1958-PCA ENGINEERING INC			
	189414	WWTP HEADWORKS MISC MATERIALS TESTING	490.40
		VENDOR TOTAL:	490.40

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
2035-POWDER RIVER ENERGY CORPORATION			
	189241	ELECTRIC - GIL SEWAGE MTR STA	80.45
	189242	ELECTRIC - GIL EASTSIDE GURLEY LIFT	1,220.24
		VENDOR TOTAL:	1,300.69
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
	189404	HVAC REPAIRS	4,429.00
		VENDOR TOTAL:	4,429.00
2116-RAPID FIRE PROTECTION INC			
	189428	ANNUAL SPRINKLER AND ALARM INSPECTION	320.00
	189429	ANNUAL SPRINKLER AND ALARM INSPECTION	320.00
		VENDOR TOTAL:	640.00
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	189314	GRIT BUILDING WASTEWATER REPLACE	8,696.19
		VENDOR TOTAL:	8,696.19
2615-WYOMING DEPT OF EMPLOYMENT			
	189267	1ST QTR 2025 UNEMPLOYMENT	1,072.00
		VENDOR TOTAL:	1,072.00
2385-WYOMING MACHINERY CO			
	189291	REPAIRS	4,399.52
		VENDOR TOTAL:	4,399.52
2406-XEROX CORPORATION			
	189582	REPLACEMENT ENGINEERING MULTIFUNCTION PRINTER	235.00
		VENDOR TOTAL:	235.00
		DIVISION TOTAL:	79,546.17
		DEPARTMENT TOTAL:	79,546.17
		FUND TOTAL:	79,546.17

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Invoice Number		Invoice Description	Amount
506-FIBER FUND			
70-UTILITIES			
78-FIBER			
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
189313		INSTALL FIBER OPTIC FALCON	1,270.00
		VENDOR TOTAL:	1,270.00
		DIVISION TOTAL:	1,270.00
		DEPARTMENT TOTAL:	1,270.00
		FUND TOTAL:	1,270.00

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1077-ARCHITECTURAL SPECIALTIES LLC			
	189339	REPAIR HEATED VEHICLE SOUTH DOOR	240.00
		VENDOR TOTAL:	240.00
4550-BIGHORN MOUNTAIN ELECTRIC LLC			
	189338	INSTALL HEATER IN CITY WEST ENTRY	878.55
		VENDOR TOTAL:	878.55
4135-TEAM LABORATORY CHEMICAL, LLC			
	189336	WEED SPRAY	1,175.50
		VENDOR TOTAL:	1,175.50
		DIVISION TOTAL:	2,294.05
		DEPARTMENT TOTAL:	2,294.05
		FUND TOTAL:	2,294.05

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
189504	ELECTRICAL INVENTORY	268.86
189505	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	57.60
189506	ELECTRICAL INVENTORY	132,425.28
189507	ELECTRICAL INVENTORY	59.04
	VENDOR TOTAL:	132,810.78
1197-BORDER STATES ELECTRIC		
189509	ELECTRICAL INVENTORY	212.50
	VENDOR TOTAL:	212.50
1519-CRUM ELECTRIC SUPPLY COMPANY		
189524	ELECTRICAL INVENTORY	366.75
189525	ELECTRICAL INVENTORY	611.20
189526	ELECTRICAL INVENTORY	114.66
	VENDOR TOTAL:	1,092.61
1870-FLAGSHOOTER LLC		
189529	ELECTRICAL INVENTORY	166.81
189530	ELECTRICAL INVENTORY	1,000.72
	VENDOR TOTAL:	1,167.53
1911-GADES SALES COMPANY INC		
189534	TRAFFIC INVENTORY	4,700.00
189536	TRAFFIC INVENTORY	480.00
189537	TRAFFIC SAFETY INVENTORY	3,125.00
	VENDOR TOTAL:	8,305.00
1422-GILLETTE CONTRACTORS SUPPLY INC		
189517	WATER INVENTORY	48.11
189520	WATER INVENTORY	6,694.13
189521	STREETS INVENTORYS	891.00
189522	WATER INVENTORY	158.40
	VENDOR TOTAL:	7,791.64

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
4895-HD SUPPLY INC		
189538	WATER INVENTORY	372.27
	VENDOR TOTAL:	372.27
3970-HOTLINE ELECTRICAL		
189539	ELECTRICAL INVENTORY (APARTMENT COMPLEX)	31,025.82
	VENDOR TOTAL:	31,025.82
5136-HUSKIE TOOLS, LLC		
189542	ELECTRICAL INVENTORY * NEW ITEM	242.76
	VENDOR TOTAL:	242.76
1424-MUNICIPAL TREATMENT EQUIPMENT		
189545	WATER INVENTORY	402.60
	VENDOR TOTAL:	402.60
1511-NORCO INC		
189547	ELECTRICAL INVENTORY	185.28
189549	OFFICE SUPPLY INVENTORY (FOR A/C PLUS STOCK)	367.50
189550	PARKS INVENTORY	135.26
189551	ELECTRICAL INVENTORY	21.44
189552	ELECTRICAL INVENTORY	116.40
189553	ELECTRICAL INVENTORY	55.92
189557	ELECTRICAL INVENTORY	33.93
	VENDOR TOTAL:	915.73
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
189568	ELECTRICAL INVENTORY	34.90
189571	VEHICAL MAINTENANCE WAREHOUSE INVENTORY	22.64
189572	VEHICLE MAINTENANCE WAREHOUSE	250.56
189573	VEHICLE MAINTENANCE WAREHOUSE	197.77
	VENDOR TOTAL:	505.87

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Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
2731-WATERWORKS INDUSTRIES			
	189574	WATER INVENTORY	2,520.00
	189575	WATER INVENTORY	15.40
VENDOR TOTAL:			2,535.40
2289-WESCO DISTRIBUTION INC			
	189576	ELECTRICAL INVENTORY	61.80
	189577	WATER INVENTORY	190.56
VENDOR TOTAL:			252.36
DIVISION TOTAL:			187,632.87
DEPARTMENT TOTAL:			187,632.87

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	189227	RUG CLEANING	28.69
	189238	RUG CLEANING	28.69
		VENDOR TOTAL:	57.38
		DIVISION TOTAL:	57.38
		DEPARTMENT TOTAL:	57.38
		FUND TOTAL:	187,690.25

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
5050-HUGHES FIRE EQUIPMENT, INC.			
	189540	VM INVENTORY	126.27
	189541	VM INVENTORY	618.23
		VENDOR TOTAL:	744.50
3398-JACK'S TRUCK CENTER INC			
	189531	VM INVENTORY	91.54
	189533	VM INVENTORY	129.76
		VENDOR TOTAL:	221.30
5078-PARTSONE LLC			
	189559	VM INVENTORY	161.64
		VENDOR TOTAL:	161.64
2190-SPENCER FLUID POWER			
	189563	VM INVENTORY	124.44
	189564	VM INVENTORY	3,108.22
	189565	VM INVENTORY	147.96
		VENDOR TOTAL:	3,380.62
		DIVISION TOTAL:	4,508.06
		DEPARTMENT TOTAL:	4,508.06

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1328-ADVANCE AUTO PARTS		
189359	CORE DEPOSIT	-40.00
189362	PARTS	150.34
	VENDOR TOTAL:	110.34
1040-ALSCO		
189237	UNIFORM CLEANING	106.51
189422	UNIFORM CLEANING	107.00
	VENDOR TOTAL:	213.51
1167-BIG HORN TIRE INC		
189363	TIRES	1,608.90
189364	TIRE REPAIR	97.45
	VENDOR TOTAL:	1,706.35
1171-BIGHORN HYDRAULICS INC		
189371	PARTS	5.80
189372	PARTS	75.00
189373	PARTS	10.08
189374	PARTS	92.30
189375	PARTS	3.70
	VENDOR TOTAL:	186.88
4985-GILLETTE STEEL CENTER		
189381	SQ TUBING	212.40
	VENDOR TOTAL:	212.40
2645-GREINER MOTOR COMPANY		
189368	PARTS	53.19
189369	PARTS	185.85
189370	PARTS	17.83
	VENDOR TOTAL:	256.87
3398-JACK'S TRUCK CENTER INC		
189366	PARTS	1,103.95
	VENDOR TOTAL:	1,103.95

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1291-MIDLAND IMPLEMENT CO INC		
189365	PARTS	602.22
	VENDOR TOTAL:	602.22
1511-NORCO INC		
189382	WELDING SUPPLIES	174.00
189383	APRIL 2025 CYLINDER RENT	42.30
	VENDOR TOTAL:	216.30
5078-PARTSONE LLC		
189348	PARTS	252.82
189349	PARTS	19.50
189350	PARTS	23.12
189351	PARTS	37.84
189357	PARTS	115.64
189358	PARTS	113.34
189393	PARTS	162.46
	VENDOR TOTAL:	724.72
2120-RAZOR CITY RENTAL		
189378	PARTS	18.63
	VENDOR TOTAL:	18.63
2141-RHOMAR INDUSTRIES INC		
189377	PARTS	5,993.34
	VENDOR TOTAL:	5,993.34
1500-SAFETY-KLEEN SYSTEMS INC		
189436	PARTS	192.90
	VENDOR TOTAL:	192.90
2190-SPENCER FLUID POWER		
189376	PARTS	23.10
	VENDOR TOTAL:	23.10
	DIVISION TOTAL:	11,561.51

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
37-VEHICLE REPLACEMENT		
3622-ABSOLUTE AUTO, LLC		
189380	PARTS	53.95
	VENDOR TOTAL:	53.95
1328-ADVANCE AUTO PARTS		
189361	parts	6.61
	VENDOR TOTAL:	6.61
1291-MIDLAND IMPLEMENT CO INC		
189544	VM - VENTRAC CAB AND PLOW * JIM	13,785.00
	VENDOR TOTAL:	13,785.00
5078-PARTSONE LLC		
189355	PARTS	18.24
189356	PARTS	15.60
	VENDOR TOTAL:	33.84
	DIVISION TOTAL:	13,879.40
	DEPARTMENT TOTAL:	25,440.91
	FUND TOTAL:	29,948.97

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	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
3023-HUB INTERNATIONAL MOUNTAIN STATES LIMITED			
	189271	PUBLIC OFFICIAL BOND - M COLE, CITY ADMINISTRATOR	100.00
	189272	PUBLIC OFFICAL BOND - C ANDERSON, JUDGE	100.00
		VENDOR TOTAL:	200.00
		DIVISION TOTAL:	200.00
		DEPARTMENT TOTAL:	200.00
		FUND TOTAL:	200.00
		GRAND TOTAL:	2,107,973.51

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	189051	UE 17580 1701 CHARA	2,311.74
	189052	UE 2774 702 EMERSON	1,533.93
	189053	UE 13034 3205 FOOTHILLS	2,182.39
	189054	UE 6816 3011 HARDER	2,544.79
	189055	UE 23698 400 LONGMONT	1,104.04
	189056	UE 1606 319 GILLETTE	6,671.02
	189057	UE 43114 601 DOUGLAS	6,671.02
	189058	UE 39916 1929 HARVEST MOON	6,671.02
	189059	UE 39966 1924 HARVEST MOON	6,671.02
	189060	UE 24798 5266 ROURKE	6,671.02
	189061	UE 40456 5600 MOHAN	1,024.60
	189062	UE 42920 1176 ROBERTSON	6,671.02
	189063	UE 6004 1490 4-J	6,671.02
	189064	UE 17467 2625 LEDOUX	6,671.02
	189065	UE 16606 2603 THREE BROTHERS	964.45
	189066	UE 5952 1400 MEADOW	856.40
	189067	UE 6850 501 LAKEWAY	6,671.02
	189068	UE 8756 1009 WARREN	747.50
	189069	UE 10648 1612 2ND	6,671.02
	189070	UE 10936 111 HWY 14-16	6,671.02
	189071	UE 23952 1601 1ST	6,671.02
	189072	UE 17833 610 FOUR-J	6,223.71
	189073	UE 23702 404 LONGMONT	427.19
	189074	UE 25950 1206 MEADOW ROSE	1,560.22
	189075	UE 19390 800 7TH	5,861.59

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
189076	UE 20990 4308 OLIVE		1,639.46
189077	UE 20362 907 L & J		5,482.19
189078	UE 20210 2309 DOUGLAS		4,981.72
		VENDOR TOTAL:	119,498.16
		DIVISION TOTAL:	119,498.16
		DEPARTMENT TOTAL:	119,498.16
		FUND TOTAL:	119,498.16
		GRAND TOTAL:	119,498.16

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
5135-WAYNE DUBOIS			
	189049	SWAT TRAINING	13,000.00
		VENDOR TOTAL:	13,000.00
2389-WYOMING POLICE SERVICE DOG CLUB			
	189050	K9 MEMBERSHIP	240.00
		VENDOR TOTAL:	240.00
		DIVISION TOTAL:	13,240.00
		DEPARTMENT TOTAL:	13,240.00
		FUND TOTAL:	13,240.00
		GRAND TOTAL:	13,240.00

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
189083	UE 30320 200 KENDRICK		6,671.02
189084	UE 43404 2901 POWDER BASIN		6,671.02
189085	UE 24828 5850 MAGNUSON		5,905.25
189086	UE 39648 3901 ARIEL		6,671.02
189087	UE 39714 3903 ARIEL		6,671.02
189088	UE 39906 1927 HARVEST MOON		6,671.02
189089	UE 39926 1931 HARVEST MOON		6,671.02
189090	UE 39936 1930 HARVEST MOON		6,671.02
189091	UE 39946 1928 HARVEST MOON		6,671.02
189092	UE 39956 1926 HARVEST MOON		6,671.02
189093	UE 44400 4520 DOUGLAS		6,671.02
189094	UE 44456 6200 SWANSON		6,671.02
189095	UE 44570 6230 MOHAN		6,671.02
189096	UE 44816 6145 MOHAN		6,021.28
189097	UE 38514 550 RUNNING W		6,671.02
189098	UE 24776 921 BURMA		6,671.02
189099	UE 43976 1102 2ND		6,671.02
189100	UE 16270 513 2ND		6,396.46
189101	UE 19794 811 CAMEL		5,559.67
189102	UE 42494 1103 BOXELDER		6,408.15
189103	UE 43856 195 TOWN CENTER		4,206.20
189104	UE 44402 4005 DOUGLAS		5,525.13
189105	UE 44566 51 TOWN CENTER		6,391.16
189106	UE 45008 79 TOWN CENTER		3,698.62
		VENDOR TOTAL:	150,177.22
		DIVISION TOTAL:	150,177.22
		DEPARTMENT TOTAL:	150,177.22
		FUND TOTAL:	150,177.22
		GRAND TOTAL:	150,177.22

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	189107	UE 2254 408 DOUGLAS	6,671.02
	189108	UE 2654 700 DOUGLAS	6,671.02
	189109	UE 1566 205 GILLETTE	2,613.16
	189110	UE 1934 308 DOUGLAS	1,781.44
	189111	UE 5188 627 BOXELDER	6,671.02
	189112	UE 22092 2900 DOUGLAS	6,671.02
	189113	UE 5218 2550 DOUGLAS	2,619.75
	189114	UE 44528 501 BOXELDER	6,484.24
	189115	UE 27096 1070 SOUTHERN	6,671.02
	189116	UE 27124 5650 MAGNUSON	6,671.02
	189117	UE 27136 1301 ARLYN	6,671.02
	189118	UE 28718 4706 DOUGLAS	6,671.02
	189119	UE 29532 5700 MOHAN	6,671.02
	189120	UE 35882 1923 HARVEST MOON	6,671.02
	189121	UE 38218 5005 ROURKE	6,671.02
	189122	UE 38222 4900 DOUGLAS	6,671.02
	189123	UE 39896 1925 HARVEST MOON	6,671.02
	189124	UE 39976 1922 HARVEST MOON	6,671.02
	189125	UE 42930 6201 SWANSON	6,671.02
	189126	UE 42934 1088 ROBERTSON	6,671.02
	189127	UE 39836 3927 ARIEL	5,966.11
	189128	UE 39846 3929 ARIEL	5,966.11
	189129	UE 39724 3905 ARIEL	5,576.78
	189130	UE 30076 2001 LAKEWAY	6,671.02
	189131	UE 32222 4500 RUNNING W	6,671.02
	189132	UE 42656 601 RUNNING W	6,671.02
	189133	UE 17019 2670 OAKCREST	2,499.65
	189134	UE 38506 542 RUNNING W	1,435.63
	189135	UE 9632 601 METZ	6,671.02

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
189136	UE 41422 1205 METZ		2,864.25
189137	UE 42506 1307 METZ		2,197.11
189138	UE 10650 1700 2ND		6,671.02
189139	UE 10812 108 BAY		6,671.02
189140	UE 22484 1304 4TH		6,671.02
189141	UE 24244 609 FOUR-J		6,671.02
189142	UE 24724 1600 1ST		6,671.02
189143	UE 24868 1001 1ST		6,671.02
189144	UE 24870 1005 1ST		6,671.02
189145	UE 10980 2801 ECHETA		6,560.03
189146	UE 28690 601 FOUR-J		2,848.38
189147	UE 36372 1822 WARLOW		6,555.75
189148	UE 42180 620 HWY 14-16		6,555.75
189149	UE 42176 620 HWY 14-16		2,477.37
189150	UE 23768 300 BUTLER SPAETH		6,555.75
189151	UE 23770 306 BUTLER SPAETH		6,555.75
189152	UE 24684 2601 2ND		6,555.75
189153	UE 42988 2602 2ND		6,555.75
189154	UE 43364 1512 LINCOLN		6,555.75
189155	UE 16360 300 FRONTAGE		5,669.32
189156	UE 28726 301 ENTERPRISE		1,798.39
189157	UE 30798 1601 SHALOM		6,555.75
189158	UE 29544 3707 TANNER		5,588.78
189159	UE 19790 1051 SHOSHONE		1,865.85
189160	UE 22200 2533 DOUGLAS		6,049.66
189161	UE 28192 1103 BOXELDER		6,405.77
189162	UE 38502 913 L & J		4,619.11
189163	UE 42496 1103 BOXELDER		6,247.11
189164	UE 43370 2711 DOUGLAS		4,850.97

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
189165	UE 42490 1103 BOXELDER		6,555.75
189166	UE 17127 79 TOWN CENTER		5,232.39
189167	UE 44364 2550 DOUGLAS		2,828.47
189168	UE 43380 2711 DOUGLAS		402.32
189169	UE 350 909 WESTOVER		4,981.14
189170	UE 29738 2301 4-J		4,102.35
189171	UE 32924 905 GURLEY		5,565.20
		VENDOR TOTAL:	357,216.13
		DIVISION TOTAL:	357,216.13
		DEPARTMENT TOTAL:	357,216.13
		FUND TOTAL:	357,216.13
		GRAND TOTAL:	357,216.13

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
189172	UE 2590 607 BROOKS		4,101.62
189173	UE 2610 600 MILLER		218.34
189174	UE 5316 2724 POWDER BASIN		3,139.23
189175	UE 29382 3 WINLAND		7,443.28
189176	UE 9224 708 ROCKPILE		2,757.44
189177	UE 27856 511 OREGON		11,709.00
189178	UE 10964 2017 ECHETA		4,968.13
189179	UE 10876 1201 ECHETA		3,934.83
189180	UE 10788 204 FIR		2,310.78
189181	UE 14458 706 LINCOLN		4,889.10
189182	UE 14362 900 LINCOLN		5,198.77
189183	UE 31722 208 SUNSET		374.28
189184	UE 31720 212 BUTLER SPAETH		4,888.57
189185	UE 18052 1007 STANLEY		4,886.36
189186	UE 3322 500 OR		3,825.31
189187	UE 44524 501 BOXELDER		5,177.75
189188	UE 44526 501 BOXELDER		5,177.75
189189	UE 26124 1299 RAYMOND		4,460.00
189190	UE 39856 3931 ARIEL		4,982.48
189191	UE 39816 3923 ARIEL		4,690.75
189192	UE 39876 3935 ARIEL		4,641.34
189193	UE 36362 4600 GARNER LAKE		4,369.33
189194	UE 41366 3921 ARIEL		3,553.30
189195	UE 42654 501 RUNNING W		4,850.73
189196	UE 37640 2200 FOOTHILLS		3,438.03
189197	UE 44366 2550 DOUGLAS		4,375.25
189198	UE 42296 205 MACALLAN		3,665.28
189199	UE 42298 207 MACALLAN		3,612.65
189200	UE 42300 206 MACALLAN		3,591.92

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
189201	UE 42308 216 COLLEGE PARK		3,610.17
189202	UE 42306 218 COLLEGE PARK		3,613.61
189203	UE 42330 3712 TANNER		3,611.27
189204	UE 42366 209 MACALLAN		3,641.25
189205	UE 42328 3708 TANNER		3,662.58
189206	UE 42302 208 MACALLAN		3,640.57
189207	UE 42304 204 MACALLAN		3,631.51
189208	UE 42310 201 TALISKER		3,670.69
189209	UE 42314 203 TALISKER		3,568.25
189210	UE 42316 205 TALISKER		3,620.97
189211	UE 42318 207 TALISKER		3,609.72
189212	UE 42320 209 TALISKER		3,644.10
189213	UE 42322 3706 TANNER		3,570.72
189214	UE 42324 3710 TANNER		3,639.31
189215	UE 42326 3704 TANNER		3,593.94
189216	UE 43348 2711 DOUGLAS		3,966.93
189217	UE 44348 902 COUNTRY CLUB		2,506.41
		VENDOR TOTAL:	186,033.60
		DIVISION TOTAL:	186,033.60
		DEPARTMENT TOTAL:	186,033.60
		FUND TOTAL:	186,033.60
		GRAND TOTAL:	186,033.60

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Invoice Number		Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
2741-WYOMING DEPARTMENT OF AGRICULTURE			
	189219	CITY POOL LICENSE FEE	100.00
		VENDOR TOTAL:	100.00
		DIVISION TOTAL:	100.00
		DEPARTMENT TOTAL:	100.00
		FUND TOTAL:	100.00
		GRAND TOTAL:	100.00

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
77777-MISC ONE TIME VENDOR		
189236	REFUND FOR OVERCHARGE ON WW FEES	107.00
	VENDOR TOTAL:	107.00
	DIVISION TOTAL:	107.00
	DEPARTMENT TOTAL:	107.00
	FUND TOTAL:	107.00
	GRAND TOTAL:	107.00

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
189279	UE 1692 307 RICHARDS		2,633.52
189280	UE 2352 406 5TH		2,954.15
189281	UE 2052 302 EMERSON		1,841.68
189282	UE 1654 303 ROSS		1,467.04
189283	UE 15316 6 AMERICAN		4,273.60
189284	UE 15318 6 AMERICAN		4,273.60
189285	UE 15320 6 AMERICAN		4,273.60
189286	UE 15322 6 AMERICAN		4,273.60
189287	UE 15310 8 AMERICAN		3,044.89
189288	UE 27038 4311 COLLINS		3,382.48
189289	UE 19294 804 5TH		4,971.13
189290	UE 28812 8101 RAMSHORN		101.60
		VENDOR TOTAL:	37,490.89
		DIVISION TOTAL:	37,490.89
		DEPARTMENT TOTAL:	37,490.89
		FUND TOTAL:	37,490.89
		GRAND TOTAL:	37,490.89

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	189443	WEEKLY CLAIMS	884.88
	189444	WEEKLY CLAIMS	6,618.31
	189445	WEEKLY CLAIMS	3,944.94
		VENDOR TOTAL:	11,448.13
2435-WYOMING STATE			
	189449	APRIL 2025 SALES AND USE TAX	1.75
		VENDOR TOTAL:	1.75
		DIVISION TOTAL:	11,449.88
		DEPARTMENT TOTAL:	11,449.88
		FUND TOTAL:	11,449.88

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2288-WELLS FARGO BANK			
	189446	CTII SEMI-ANNUAL BOND PAYMENT	1,419,410.28
	189447	WYGEN III SEMI-ANNUAL BOND PAYMENT	3,074,237.25
		VENDOR TOTAL:	4,493,647.53
2435-WYOMING STATE			
	189449	APRIL 2025 SALES AND USE TAX	113,136.85
		VENDOR TOTAL:	113,136.85
		DIVISION TOTAL:	4,606,784.38
		DEPARTMENT TOTAL:	4,606,784.38

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2697-BLACK HILLS WYOMING LLC			
	189442	MAY 2025 CTII GROUND LEASE	4,505.36
		VENDOR TOTAL:	4,505.36
2365-WYODAK RESOURCES DEVELOPMENT CORP			
	189448	MAY 2025 WYGEN III GROUND LEASE	45,396.56
		VENDOR TOTAL:	45,396.56
		DIVISION TOTAL:	49,901.92
		DEPARTMENT TOTAL:	49,901.92
		FUND TOTAL:	4,656,686.30

Expenditure Approval Report
Check Approval Date of 05/13/2025



Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
189449	APRIL 2025 SALES AND USE TAX	547.50
	VENDOR TOTAL:	547.50
	DIVISION TOTAL:	547.50
	DEPARTMENT TOTAL:	547.50
	FUND TOTAL:	547.50

Expenditure Approval Report

Check Approval Date of 05/13/2025



Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
189450		APRIL 2025 ADMIN FEES AND STOP/LOSS	103,144.15
189451		DRUG COSTS, CLAIMS, COTIVITI, CASH FLOW REG	249,484.44
189452		DRUG COSTS, CLAIMS, COTIVITI, CASH FLOW REG	91,016.20
VENDOR TOTAL:			443,644.79
DIVISION TOTAL:			443,644.79
DEPARTMENT TOTAL:			443,644.79
FUND TOTAL:			443,644.79
GRAND TOTAL:			5,112,328.47



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **May 20, 2025**

TITLE:

Gillette College Enzi Center for Applied Learning building project update, and other Gillette College updates.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

ORDINANCE 2ND READING

An Ordinance Establishing Article VIII, Section 4-44 of the Gillette City Code Regarding the Trap-Neuter Release Program for Certain Cats in the City of Gillette.

SUGGESTED ACTION:

I Move for Approval of the Ordinance Establishing Article VIII, Section 4-44 of the Gillette City Code Regarding the Trap-Neuter Release Program for Certain Cats in the City of Gillette.

CASE BACKGROUND:

1ST READING COUNCIL VOTE: 5/1

This ordinance multiple presentations on the City's budgeted and proposed trap-neuter release program. The goal of this ordinance is to address the rise and proliferation of feral cats within city limits.

The proposed ordinance modifies Chapter Four in several respects. Most importantly, it provides a mechanism for individuals to report feral cats for animal shelter staff or other certified professionals to trap, spay or neuter, and return the feline to its original location. In conjunction, this ordinance also provides a narrow exception to the City's at large, stray, and abandonment regulations.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[TNR Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING ARTICLE VIII, SECTION 4-44 OF THE GILLETTE CITY CODE REGARDING THE TRAP-NEUTER RELEASE PROGRAM FOR CERTAIN CATS IN THE CITY OF GILLETTE.

RECITAL: the Governing Body of the City of Gillette desires to add Article VIII, Section 4-44, to Chapter 4 of the Gillette City Code to address certain issues regarding feral cats with the City of Gillette, Wyoming.

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

SECTION ONE. Chapter 4, Article VIII, Section 4-44, of the Gillette City Code is hereby established to read as follows:

Article VIII. Trap Neuter Release

§4-44 Trap Neuter Release of Community Cats

A. Authority:

Authority is granted to cities and towns by Wyoming Statute 15-1-103(a)(xiv) to regulate animals within the city and to provide for the operation of animal control and animal shelter services.

B. Definitions:

(i) Alter or Altered: to render an animal incapable of reproducing, by medically safe standards.

(ii) Community Cat: any free roaming cat lacking any identifiable evidence of ownership that has access to adequate food, water, and shelter as evidenced by the general body conditions of the cat or any cat that may be cared for by one or more residents of the immediate area, either known or unknown, and may or may not be socialized. Community cats are exempt from any stray or at large provisions, licensing, or limits.

(iii) Community Cat Caregiver: a person who provides care to a cat including providing food, shelter, or medical care. A Community Cat Caregiver shall not be considered an Owner, of a Community Cat for purposes of this Section.

(iv) Ear-tip or tipping: the removal of the one-quarter-inch tip of a cat's left ear under this section, performed while the cat is under anesthesia, to identify the community cat as being altered and lawfully vaccinated for rabies prior to release.

(v) Humane Trap: a device designed to capture or contain an animal without causing injury to the animal.

C. Trap Neuter Release (TNR) for Community Cats.

(i) The City of Gillette (“City) recognizes the need for innovation in addressing the issues presented by community cats. The City has determined that **Trap Neuter-Release** (TNR) is the most effective and humane method to manage and reduce the population of feral or ownerless cats within the community. Community Cat Caregivers, animal welfare organizations, local veterinarians, animal control officers and other City staff shall be authorized to carry out TNR steps and goals. Each cat taken in under this section shall be Ear Tipped, Altered, and receive at least one vaccination against rabies. This Section shall not apply to pet cats who are microchipped or have other accessible up to date owner identification, or cats who are deemed to be well socialized or are otherwise eligible to be adopted when deemed appropriate by the Gillette Animal Control and Services.

(ii) In accordance with the initiative created by this Section, the following actions shall be permitted in the City in conjunction with TNR:

1. Placing a Humane Trap, for the sole purpose of Altering, vaccinating for rabies and Ear-Tipping community cats under the supervision of a licensed veterinarian;
2. After receiving any necessary veterinary care, an Ear-Tipped Community Cat received by the City animal shelter or other certified professional shall be returned to the location where the cat was originally trapped; and
3. Community Cat Caregivers are authorized to reclaim impounded community cats without proof of ownership solely for the purpose of carrying out trap-neuter-return and/or returning Ear-Tipped Community Cats to their original locations.

(iii) Community Cats shall be exempt from any licensing, limits, stray, abandonment and at-large provisions of this Chapter.

(iv) Community Cats that disturb the peace by habitually or repeatedly destroying, desecrating, or soiling private property may be considered a nuisance pursuant to Gillette City Code 4-10.

1. Gillette Animal Control and Services shall investigate any alleged violation of this Section, or in conjunction with any other section of this Chapter, upon receipt of statements of complaint. The form for a complaint under this Section will be provided by Gillette Animal Control free of charge. Such form must specify the address or location of the alleged violation, the nature of the issue, the time and date(s) of the concern, and a description of the cat(s), at a minimum.

First Reading: May 6, 2025.

Second Reading: _____.

PASSED AND APPROVED on Third and Final Reading this _____ day of _____ 2025.

(S E A L)
ATTEST:

Shay Lundvall, Mayor

Alicia Allen, City Clerk

Published: Gillette News Record

Date: _____

Signed: _____



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **May 20, 2025**

TITLE:

ORDINANCE 2ND READING

An Ordinance to Amend Chapter 10, Sections 10-2, 10-4, 10-5, and 10-7 of the Gillette City Code.

SUGGESTED ACTION:

I move for the approval of the Ordinance to Amend Chapter 10, Sections 10-2, 10-4, 10-5, and 10-7 of the Gillette City Code.

CASE BACKGROUND:

1ST READING COUNCIL VOTE: 5/1

This proposed ordinance amendment includes some requested changed to the Novelty Shop concept under G.C.C. 10-4. This amendment would delete the requirement that certain novelty shops apply for a license on an annual basis. However, these novelty would still be subject to the same prohibit practices and certain location restrictions contained in this Section.

Additionally, based on a meeting with the local farmer's market association, this proposed amendment creates an "umbrella" license that would permit farmer's market associations to cover a number of vendor's under the farmer's market association's license.

Further, the proposed amendment changes and edits some definitions between the Itinerant Vendor and Mobile Food Vendor section to clarify when each applies.

Finally, the proposed amendment broadens the exception to the Special Event license in terms of political protests.

A redline copy of Chapter 10 is attached as well.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Ordinance Amending Chapter 10](#)

[Chapter 10 Proposed Amendments \(Redline\)](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 10, SECTIONS 10-2, 10-4, 10-5, AND 10-7 OF
THE GILLETTE CITY CODE.

RECITAL: the Governing Body of the City of Gillette desires to amend Chapter 10 Section 10-2 “Itinerant Vendors and Door-to-door Solicitors”, 10-4 “Sexually Oriented Businesses”, 10-5 “Mobile Food Vendors”, and 10-7 “Special Events, Parades, and Public Right of Way and City Property Closures” of the Gillette City Code.

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

SECTION ONE. Chapter 10 Section 10-2 of the Gillette City Code is amended to read as follows (with changes noted in red):

§10-2. *Itinerant Vendors and Door-to-door Solicitors*

1. Purpose; Authority; Scope

- a. The purpose of this Section is to establish regulations and procedures for licensing and regulating temporary or transient merchants, known as itinerant vendors, and residential door-to-door solicitors conducting or soliciting sales and related activities within the City.
- b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(xiii) and W.S. 33-20-210.
- c. All applicants must comply with W.S. 33-20-201, et. seq. in addition to this Section.
- d. Unless an individual or entity is utilizing a Mobile Food Unit or Mobile Food Truck as defined in G.C.C. 10-5(2), an individual or entity licensed under this Section does not need a separate Mobile Food Vendors license governed by G.C.C. 10-5.

2. Definitions

- a. “Applicant” means an individual who is at least eighteen (18) years of age, that is affiliated with a corporation, partnership, limited liability company, organization, association, or other lawfully formed entity, and is a designated representative of the same.
- b. “Itinerant Vendor” means all persons, business, or organizations, either as principal and agent, that transact any temporary or transient business selling goods and services of any kind, either in one locality or more or by traveling from one or more places in Wyoming, and, for the purpose of carrying on such business hire, lease or occupy a building or permanent structure, temporary structure (including, but not limited to, tents) or motor vehicle, for the exhibition and sale of such goods, **limited food items under the definitions of Food Stands or Pushcarts below**, wares or merchandise.
- c. “Door-to-door Solicitor” means any person, business, or organization that sells, offers for sale, takes or solicits orders for, gives away, delivers or promises to deliver in the future goods or services of kind at any residential property in the City. This definition

does not apply to instances where the owner or occupant of residential property expressly invites a Door-to-door Solicitor to enter the residential property.

- d. “Food Stands” or “Pushcarts” means non-permanent and movable stands or carts that may be moved that provide pre-packaged or home-grown food items, or food items requiring only limited preparation.
- e. “Prohibition Sign” means all signs or notices in the English language of legible size, designed and apparently intended to serve notice or convey the meaning that any person coming upon the property where the same is posted as an unsolicited sales or Itinerant Vendor is unwelcome and is not to call upon the occupant or tenant of the property.
- f. “Residential property” means any building or structure, or part thereof, located within the City that is predominantly occupied by any person(s) as a dwelling, home, or place of abode.
- g. “Sale,” “Sales,” “Sell” as used in this section means a transaction between two or more adult parties that involves the exchange of tangible or intangible goods, services, or other assets for money.

3. Itinerant Vendor License, Application

- a. Itinerant Vendor Licenses are issued by the City Clerk.
- b. To be considered for an Itinerant Vendor’s license, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

- i. Applications Must Include the Following Information:

- 1. Applicant’s name, home address, telephone number, email, date of birth, and aliases.
- 2. All affiliated business or organization name(s), physical and mailing addresses, phone numbers, and contact emails.
- 3. Whether the Applicant, or their affiliated business or organization has ever had a similar type of license revoked, suspended, or denied, and, if so, a summary of the reasons regarding such revocation, suspension, or denial.
- 4. Proposed date(s) of sales, proposed hours of operation, the address or location and zoning classification of the proposed site for the sales.
- 5. A description of the items to be sold.
- 6. If the location of the sales is on a private parking lot, then submission of written permission of the owner of the lot must be provided to the City Clerk, and available upon request at any time the license is in use.

- ii. Authorization and Consent

- 1. Applicants must affirm that their affiliated business or organization is authorized by the Wyoming Secretary of State to do business in Wyoming, as well as if the applicant has acquired a Wyoming state sales tax license.
- 2. Applicants must swear that the information contained in the application is true and correct.
- 3. For purposes of verifying the information contained in the application is truthful, Applicants must authorize the City to seek information and conduct investigations of the Applicant.

- iii. Applications for “Umbrella” Licenses for Farmer’s Markets Permitted

1. A non-profit farmer's market organization may apply for an umbrella Itinerant Vendor license under which multiple vendors may operate.
 2. In addition to the information required by G.C.C. 10-2(3)(b)(i) and (ii), an applicant for an umbrella license must provide:
 - a. The name, address, telephone number, and email address of each proposed vendor to be covered under the umbrella license; and,
 - b. A description of the items each such vendor will sell.
 3. The above information must be provided to the City Clerk either at the time of submitting an application, or within one (1) week after the date in which a proposed vendor participates in an event covered by the umbrella license.
- iv. Timeline for Approval and Utilization
1. Upon submission of the application, the license will be denied or approved and available for retrieval from the City Clerk's office within three (3) business days.
- v. Fees:
1. The fee for an Itinerant Vendor License or umbrella license is fifty dollars (\$50).
- c. Upon receipt of an application and payment of the required license fee, the City Clerk will forward the application to the Chief of Police, or his designee, for an applicant background review and recommendation. The Chief of Police or his designee has the authority to recommend approval or denial of any application for the Itinerant Vendor License, or any proposed vendor under an umbrella license, for the general health, safety, and welfare of the community. The City Clerk may require additional inspections and approvals by other City agencies.
- d. Every person licensed as an Itinerant Vendor must possess and display the license issued by the City in a conspicuous place within public view while conducting sales.
- 4. Residential Door-to-door Solicitor's License Required**
- a. Door-to-Door Solicitor's Licenses are issued by the City Clerk.
 - b. To be considered for a Door-to-door Solicitor's License, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
 - i. Applications Must Include the Following Information:
 1. Applicant's name, home address, telephone number, email, date of birth, any known or used aliases, and confirmation of being at least eighteen (18) years of age or older.
 2. If applicable, all affiliated business or organization name(s), physical and mailing addresses, phone numbers, contact emails, and the name and contact information of the individual who will be responsible on behalf of the licensee for supervising any individual receiving a license identification badge to conduct activities.
 3. Identification of each individual, including a social security number, proposed to receive a license identification badge to conduct activities as a door-to-door solicitor, with the same requirements identified in b.i.1. above.

4. Two (2) current front-face portrait photographs of each individual identified above. The photographs must be approximately two inches (2") by two inches (2") in size. One photo will be retained by the City Clerk, and one will be affixed to the license identification badge.
 5. Whether the applicant or affiliated business or organization, has ever had a similar type of business license, in Wyoming or elsewhere, revoked, suspended, or denied, and any reason for such action.
 6. Proposed date(s) of door-to-door sales, proposed hours of operation, and copies of any advertising materials used.
 7. A description of any items, goods, merchandise, or services that will be offered for sale or involved in the taking of sale orders by the door-to-door solicitors.
- ii. Authorization and Consent
 1. Applicants must affirm that their affiliated business or organization is authorized by the Wyoming Secretary of State to do business in Wyoming, as well as if the applicant has acquired a Wyoming state sales tax license.
 2. Applicants must swear that the information contained in the application is true and correct.
 3. For purposes of verifying the information contained in the application is truthful, Applicants must authorize the City to seek information and conduct investigations of the Applicant(s).
 - iii. Timeline for approval and utilization
 1. Upon submission of the application, and if approved, the application and any badges that will be issued will be available for retrieval from the City Clerk's office after three (3) business days.
 - iv. Authorized hours of Solicitation
 1. Door-to-door Solicitors License may only be utilized from the hours of 10 a.m. to 7 p.m. Mountain Standard Time (MST).
 - v. Fees
 1. The fee for a Door-to-door Solicitors License is fifty dollars (\$50).
 2. Each individual person applying for a badge to work or otherwise participate under the license must pay a fee of ten dollars (\$10) for the background check and for the creation of an identifying badge.
 - c. Upon receipt of an application and payment of the required license fee, the City Clerk will forward the application to the Chief of Police, or his designee, for an applicant background review and recommendation. The Chief of Police or his designee has the authority to recommend approval or denial of any application for the Residential Door-to-door Salesmen and Solicitors License for the general health, safety, and welfare of the community. The City Clerk may require additional inspections and approvals by other City agencies.
 - d. Every person licensed under the Door-to-door Solicitors License must possess and display their City-issued badge in a conspicuous place within public view while conducting Door-to-door sales.

5. Prohibited Practices for Itinerant Vendors and Door-to-Door Solicitors

- a. No Door-to-Door Solicitor may contact any individual at a residence with a Prohibition Sign.
- b. No Door-to-Door Solicitor may contact, engage with, or conduct activities at locations or residences after having been requested by the owner or occupant of such location to leave the premises or resident.
- c. No Door-to-Door Solicitor shall fail to verbally identify themselves and the business or organization they represent, and the purpose of the solicitation, at the time of initial contact with a prospective customer or donor.
- d. No person, business, or organization licensed under this section may misrepresent the purpose of the solicitation or sale or use false, deceptive, misleading, or untrue information in any communication with any individual. This may include but is not limited to information such as orders placed by other residents or neighbors to induce a sale, or any plan or scheme which misrepresents the true purpose of the Sale.
- e. No person, business, or organization licensed under this section may make statements to any person indicating or implying that the issuance of the license by the City Clerk constitutes an endorsement by the City.
- f. No Itinerant Vendor or Door-to-Door Solicitor may conduct business or activity allowed by this Chapter for more than ten (10) total days per calendar year; however, **vendors utilizing Food Stands or Push Cart, or vendors of fresh produce, fruit, farmer's markets products**, or Christmas trees may apply to the City Administrator or his designee for one ninety (90) day exemption from this provision.

6. Exemptions

- a. Individuals participating in the following activities must refrain from engaging in the Prohibited Practices stated above, but are exempt from the licensing requirements stated in this Section:
 - i. Any person(s) hosting, participating in, or deriving proceeds from non-profit activities, including religious, educational, and charitable activities.
 - ii. Any fund-raising sales by a recognized school or educational organization, where profits solely benefit student members, or a school/organization sponsored event. This exemption includes individuals participating in and deriving proceeds from such activities.
 - iii. Distribution of free literature or information which is not affiliated with any form of attempting to offer to sell, or take orders for any goods, merchandise, or service.
 - iv. The sale of any of any home-made goods by a child age seventeen (17) or under in one stationary, temporary location.

SECTION TWO. Chapter 10 Section 10-4 of the Gillette City Code is amended to read as follows (with changes noted in red):

§10-4. *Sexually Oriented Businesses*

1. Authority; Purpose

- a. The provisions of this Section are legislated by virtue of the authority granted under W.S. 15-1-103(a)(xvi), and other relevant laws and regulations.

- b. The purpose of this chapter is to promote the health, safety, morals, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent concentration of sexually oriented businesses within the City.

2. Definitions

- a. “Adult Cabaret” means a building or portion of a building featuring dancing or other live entertainment if the dancing or entertainment emphasizes the exhibiting of specific sexual activities or specified anatomical areas for observation by patrons.
- b. “Adult Media” means magazines, books, videotapes, movies, slides, CD-ROMs, DVDs, images, or technology or other media used or depicting displaying, or describing hard-core Sexual Material.
- c. “Adult Media Store” means an establishment that rents, sells, or otherwise as a significant aspect of its operation distributes adult media, including, but not limited to, establishments that advertise or hold themselves out in any forum as “XXX,” “adult,” “sex,” or otherwise as a sexually oriented business other than an Adult Motion Picture Theater, or Adult Cabaret.
- d. “Adult Motion Picture Theater” means an establishment emphasizing as a significant aspect of its operations Hard-core Sexual Materials in its movies or other media.
- e. “Display Publicly” means the act of exposing, placing, posting, exhibiting, or in any fashion displaying in any location, whether public or private, an item in such a manner that it may be easily seen and its content or character distinguished by normal unaided vision viewing it from a street, highway, or public sidewalk, or from the property of others.
- f. “Establishment” means any business regulated by this Section.
- g. “Explicit Sexual material” means any Hard-core Sexual Material.
- h. “Hard-core Sexual Material” means media characterized by sexual activity that includes one or more of the following: erect male sexual organ; contact of the mouth, tongue, or lips of one person with the genitals of another person; penetration of any body part of a person into any body orifice of another person; display of open female labia; penetration of a foreign object into a body orifice of a person, displace of male ejaculation or the aftermath of male ejaculation.
- i. “Nude Model Studio” means any place where a person who appears nude, mostly nude, or displays any human sexual organ and is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money offer other forms of consideration.
 - i. This shall not include:
 - 1. a proprietary school licensed by the State of Wyoming, or any college, junior college, or university supported entirely or in part by public taxation;
 - 2. a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
 - 3. a structure that has no sign visible from the exterior of the structure and no other advertising that indicates a nude or mostly nude person is available for viewing.
- j. “Media” means anything printed or written, or any picture, drawing, photograph, motion picture, film, videotape, DVD, images of any kind, or any reproduction of

anything that is or may be used as a means of communication. Media includes but is not limited to books, newspapers, magazines, movies, videos, sound recordings, CD-ROMs, DVDs, other magnetic media, and undeveloped pictures.

- k. "Semi-Nude or Semi-Nude Condition" means a state of dress where clothing covers no more than the genitals, pubic region, and areolae of the female breast, as well as portions of the body covered by supporting straps or devices.
- l. "Sexually Oriented Toys or Novelties" includes but is not limited to items such as artificial sexual organs, vibrators, lubrication, etc.
- m. "Novelty Shop" means an establishment that offers for sale items from both of the following categories and such items constitute at least thirty (30%) of local revenues for the establishment:
 - i. Lingerie; and,
 - ii. Sexually oriented toys or novelties.
- n. "Sexually Oriented Business" means and describes collectively, but is not limited to Adult Cabaret, Adult Motion Picture Theater, Adult Media Store, Novelty Shop, or any combination thereof.

3. Application for License; Fees; Prohibition on Re-applying

- a. Sexually Oriented Business licenses are issued by the Gillette City Council.
- b. To be considered for a Sexually Oriented Business license, persons at least eighteen (18) years' old, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
- c. Applications must contain the following information:
 - i. Name, address, telephone number, date of birth, and email contact for the individual filling out the application.
 - ii. Name, physical address, telephone number, and email contact of the business or proposed business effected by the application, as well as the classification of business, whether a partnership, corporation, L.L.C., etc.
 - iii. A sketch or diagram showing the configuration of the business premises, including a statement of total floor space occupied by the business.
 - iv. A specific description of the location of the business.
 - v. An explanation of the general nature of the business and intended hours of operation.
 - vi. A signature of each applicant that the license would include, with any individual that has a financial interest in the business or plans for the business, swearing to the truthfulness of the contents of the application under penalty of perjury.
- d. A copy of the application will be provided to the Gillette Police Department for investigation of the application. Application information may also be referred to other agencies and departments for approval of the proposed business at the proposed premises.
- e. Fees
 - i. The fee for a Sexually Oriented Business license is two hundred and fifty dollars (\$250).
- f. If an application is denied, suspended, or revoked, an applicant must wait one (1) year from the date of the denial before re-applying for a Sexually Oriented Business license.

4. Licensing Exemption for Certain Novelty Shops; Permitted Locations

- a. As long as they are not combined with any other type of Sexually Oriented Business, Novelty Shops consisting of 2,000 square feet or less are exempt from the application procedures and licensing requirements above (“Exempted Novelty Shops”).
- b. Notwithstanding G.C.C. 10-4(5)(c), Exempted Novelty Shops may operate in the C-1, C-2, and C-3 zoning districts, as defined in the G.C.C. Chapter 20 Zoning Ordinance.
- c. All Exempted Novelty Shops must comply with G.C.C. 10-4(5)(a)(i-v) and (b)
- d. All Exempted Novelty Shops must comply with G.C.C. 10-4(6).
- e. Failure to comply with this G.C.C. 10-4(4) may result in the Gillette City Council requiring an Exempted Novelty Shop to apply for a Sexually Oriented Business license.

5. Location Requirements and Restrictions of Sexually Oriented Businesses

- a. No Sexually Oriented Business may be within five hundred (500) feet of the following:
 - i. Religious institutions.
 - ii. Preschool and K-12 educational institutions.
 - iii. Parks, playgrounds, and recreational facilities.
 - iv. Libraries.
 - v. Childcare centers, family childcare centers, and family childcare homes, or youth organizations like the Boys and Girls Club.
 - vi. Any location being used as a residence.
 - vii. Another Sexually Oriented Business.
- b. The measurement of the five-hundred-foot set back shall be made in a straight line:
 - i. For other Sexually Oriented Businesses to the nearest portion of the structure used for the business.
 - ii. For all other restricted businesses without regard to intervening structures or objects, from the nearest portion of the structure used for a sexually oriented business, to the nearest portion of the lot line for such protected use.
- c. Zoning
 - i. **[Deleted]**
 - ii. All Sexually Oriented Businesses must operate within the I-2 Heavy Industrial District, as defined in the G.C.C. Chapter 20 Zoning Ordinance.

6. Prohibited Practices

- a. No person operating or employed by a Sexually Oriented Business may permit a person under the age of eighteen (18) to enter or remain in the Sexually Oriented Business, unless the minor is accompanied by a parent or guardian.
- b. No person operating or employed by a Sexually Oriented Business may allow a person under the age of eighteen (18) to purchase goods or services from the Sexually Oriented Business without the specific consent of such minor’s parent or guardian.
- c. No person operating or employed by a Sexually Oriented Business may permit a person under the age of eighteen (18) to work at the Sexually Oriented Business.
- d. No person operating or employed by a Sexually Oriented Business may permit the Sexually Oriented Business to remain open for business at any time between 2:00 a.m. and 6:00 a.m. on any day.
- e. No person operating or employed by a Sexually Oriented Business may permit the viewing or showing of digital Adult Media, including, but not limited to, film or video, on the Sexually Oriented Business premises.

- f. With respect to Sexually Oriented Businesses functioning as an Adult Cabaret, no person, other than an employee, may appear, entertain, or perform in a semi-nude condition.
- g. With respect to Sexually Oriented Businesses functioning as an Adult Cabaret, employees appearing, entertaining, or performing in a semi-nude condition may not have any direct physical contact with any patron or customer

7. Inspections

- a. An applicant or licensee must permit representatives of the Gillette Police Department, fire department, health department, building inspection, or any other agency and department as requested to enter and inspect the premises to ensure compliance with the law before being licensed, and at any time after it is occupied and opened for business.

SECTION THREE. Chapter 10 Section 10-5 of the Gillette City Code is amended to read as follows (with changes noted in red):

§10-5. *Mobile Food Vendors*

1. Authority; Purpose; Incorporation of Food Safety Rule

- a. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(v).
- b. The purpose of this Section is to protect the public health, safety, and welfare of the community by licensing and regulating the operations and activities of mobile food vendors within the City.
- c. Food Safety Rule
 - i. The Wyoming Food Safety Rule, as amended, issued by the Wyoming Department of Agriculture together with the Department of Health and the Governor's Food Safety Council is adopted and incorporated as part of this Section.
- d. Any person or entity licensed under this Section for any covered food or food service does not need a separate Itinerant Vendors license under Section 10-2.

2. Definitions

- a. "Food" means any water, beverage, edible or consumable substance in raw, cooked, frozen, or pre-packaged forms.
- b. **[Deleted].**
- c. "Health Officer" means Health Officer from the City of Gillette, Campbell County, or State of Wyoming.
- d. "Mobile Food Truck" means a motorized, wheeled vehicle or towable wheeled trailer designed and equipped to prepare and serve food.
- e. "Mobile Food Unit" means a vehicular food unit utilized solely to provide pre-packaged food in individual serving sizes which have been transported from an inspected approved permanent food service establishment or food preparation facility which serves as the base of operation for the mobile food unit.
- f. **"Mobile Food Vendors" means any person or entity utilizing Mobile Food Trucks or Mobile Food Units to either sell or provide free of charge Food to the general public.**

3. Application for License; Fees; Display

- a. Mobile Food Vendor Licenses are issued by the City Clerk. Each Mobile Food Truck and Mobile Food Unit requires a separate Mobile Food Vendor License.
- b. To be considered for a Mobile Food Vendor license, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
- c. Applications must contain the following information and accompanying materials:
 - i. Name, address, email, and telephone number of the applicant.
 - ii. Name of any business and the business' affiliated address and contact information.
 - iii. Proof of application for food service permit filed with the County Health Officer or the State Department of Agriculture, as required.
 - iv. Proof of application for a sales tax permit through the State of Wyoming.
 - v. Written or typed description of the type of food items, whether pre-packaged or requiring some preparation, or for full preparation proposed to be sold from the Mobile Food Vendor.
 - vi. Affirmation that owners of private property consent in writing to the applicant using such property for Mobile Food Vendor activity.
- d. Fee
 - i. The fee for each Mobile Food Vendor license is seventy-five dollars (\$75).
- e. Display Requirement
 - i. Licenses issued must be posted and displayed in a conspicuous place at the licensed or permitted premises, vehicle, cart, stand, or otherwise as applicable after being issued.

4. Inspection; Responsibilities

- a. Prior to offering to provide any Food, Mobile Food Vendors proposed to be used for food preparation must be available for inspection and approval by a Health Officer and/or any city representative as required by the City Clerk, including but not limited to a representative from the Fire Department or Police Department. The preparation and sale of food products, including all equipment and items to be utilized in the preparation process, must meet state and local sanitation, health, and safety requirements.
- b. At all times during operation, Mobile Food Vendors shall clean the sidewalk, street, or premises adjacent to and within twenty-five (25) feet radius of any point of sale or distribution. Such cleaning shall consist of picking up and disposing of any paper, cardboard, wood, plastic, containers, wrappers, or any litter reasonably assumed to result from the vendor's operations. Any trash, refuse, or liquid waste must be disposed of in a proper manner normally expected by a permanent brick and mortar restaurant.
- c. All Mobile Food Vendors shall provide a suitable container for the placement of litter and trash by its customers.
- d. All Mobile Food Vendors must comply with Chapter 9 of the G.C.C.

5. Location Restrictions and Requirements

- a. General Restrictions and Requirements. No Mobile Food Vendor may:
 - i. Operate within One hundred (100) feet of the primary entrance of a restaurant, measured from the center of the primary entrance of the restaurant by the most direct pedestrian path, without written consent of the affected restaurant owner(s).

- ii. Operate within Fifteen (15) feet of a fire hydrant.
- iii. Operate within Ten (10) feet of any crosswalk, whether at an intersection of public rights-of-way or at mid-block crossing.
- iv. Operate within Ten (10) feet of any curb loading signed area.
- v. Operate within Ten (10) feet of any public transportation stop.
- vi. Operate within Five (5) feet of any handicapped parking place or access ramp.
- vii. Operate within any public alleyway.
- viii. Operate within any area or lot zoned as any residential classification under the City of Gillette Zoning Code, unless such operation is associated with a Parade or Special Event permit.
 - 1. Additionally, this zoning restriction does not apply to Mobile Food Vendors operating “ice cream trucks.” For purposes of this sub-sub section, “ice cream truck” means any motor vehicle for which ice cream, ice milk, frozen dairy products, ice sherbets, frozen deserts flavored ice, or other similar products are sold.
- ix. Park and operate diagonally or across multiple parking spaces, unless such operation is associated with a Parade or Special Event permit.
- x. Sell or distribute Food directly to any person situated in a motor vehicle.
- b. Public Property Restrictions and Requirements. In addition to the General Restrictions and Requirements, Mobile Food Vendors may not:
 - i. Operate with a street, road, or public right of way unless such operation in a street, road, or public right way is associated with a Parade or Special Event permit that results in the closure of the street, road, or public right of way.
 - ii. Leave any Food Stand, Mobile Food Unit, or Mobile Food Unit unattended in the street, road, or public right-of-way during permitted operations.
 - iii. Park or operate in any street, road, or public right-of-way for the purposes of doing business in such a manner as to impede or interfere with the free movement of vehicular, bicycle, or pedestrian traffic, or visually obstruct the safe movement of vehicular, bicycle, or pedestrian traffic.
 - iv. Operate anywhere within the Energy Capital Sports Complex, unless the City Administrator so permits in writing.
 - v. Operate anywhere within a City park or other City owned property, whether dedicated to the public or not, unless the City Administrator so permits in writing.
- c. Private Property Restrictions and Requirements. In addition to the General Restrictions and Requirements, Mobile Food Vendors must:
 - i. Not operate on any privately owned property without the prior written consent of the property owner.
 - ii. Display or provide proof upon request of the City of the written consent of the property owner.

6. Exemptions

- a. Individuals participating in the following activities must refrain from engaging in the Prohibited Practices stated above, but are exempt from the licensing requirements stated in this Section:
 - i. Any person(s) hosting, participating in, or deriving proceeds from non-profit activities, including religious, educational, and charitable activities.

- ii. Any fund-raising sales by a recognized school or educational organization, where profits solely benefit student members, or a school/organization sponsored event. This exemption includes individuals participating in and deriving proceeds from such activities.
- iii. Minors aged seventeen (17) years and younger operating a beverage stand selling lemonade, iced tea, or similar beverages on property owned, leased, or rented by their parent or legal guardians are exempt from the provisions of this Section.

SECTION FOUR. Chapter 10 Section 10-7 of the Gillette City Code is amended to read as follows (with changes noted in red):

§10-7. Special Events, Parades, and Public Rights of Way and City Property Closures

1. Authority; Purpose

- a. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(xvii).
- b. Permits under this section are issued for events that may impede a street or public right of way or are held on outdoor City property.

2. Definitions

- a. “Parade” means any march, ceremony, show, exhibition, or procession of any kind, or any similar display, in or upon any street, public right of way, park, or other public property within the City that hosts either:
 - i. Fifty (50) or more people; or
 - ii. Ten (10) or more vehicles
- b. “Special Event” means any festival, gathering, event, fair, or meeting organized for purposes of a limited duration that include, but are not limited to, sport, exhibition, trade, commerce, competition, entertainment, or music that are to be held on any street, road, public right of way, or City property.

3. Exceptions

- a. This section does not regulate the following activity:
 - i. So long as they do not occur on a public street or road, pedestrian marches or gatherings to exercise the Constitutional rights of free speech or religion (such as protest activity and the right to redress government) do not need to obtain a permit under this Section. The organizers of such marches or gatherings must provide notice to the Gillette Police Department of the dates and locations of the marches or gatherings. Such marches or gatherings must not:
 - 1. Impede pedestrian traffic along public sidewalks;
 - 2. Impede ingress and egress from any building, structure, or parking lot;
 - or,
 - 3. Disrupt traffic along any public street or road.
 - ii. Funeral processions; or,
 - iii. City, County, State, or Federal governmental agencies acting within the scope of their functions and duties.

4. Application for Permit; Fees; Insurance and Indemnity; Approval or Disapproval

- a. Permits for Special Events, Parades, or Public Rights of Way and City Property closures are issued by the Gillette City Council.
- b. To be considered for a Special Event, Parade, Public Rights of Way and City Property Closure permit, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
- c. Applications must contain the following information:
 - i. The name, address, email, and telephone number of the person seeking the permit.
 - ii. If the Parade or Special Event is to be conducted for, on behalf of, or by any organization then the name, address, email, and telephone number of the organization.
 - iii. The date and approximate time, both beginning and end, proposed for the Special Event or Parade.
 - iv. The proposed public property, City property to be used, or street, road, or public right of way to be used, including the starting and termination point, that the applicant is requesting to be closed to traffic.
 - v. The approximate number of persons, animals, and/or vehicles in the Special Event or Parade.
 - vi. The location and time that participants will gather before and after the Special Event or Parade.
- d. The Chief of Police may follow up to request any additional information reasonably necessary to determine whether a permit should be issued.
- e. All Special Event and Parade permit applications must be submitted at least thirty (30) days prior to the requested date for the event to occur.
- f. Fees; Insurance; Indemnity
 - i. A fee of \$25 must be submitted at the time of Special Event or Parade permit application. This fee will be returned if the permit application is denied.
 - ii. Proof of general liability insurance in an amount to be determined by the City Administrator or his designee, relative to the Special Event or Parade's risk exposure.
 1. Applicants or permittees must agree to indemnify, hold harmless, and defend the City, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of applicant or permittee or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in the application or permit; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of any permit or license.

- iii. Holders of permits issued under this Section will be required to pay certain fees for items such as electricity and waste pickup. These fees are listed on the relevant application.

5. Violations; Penalties

- a. The following violations shall be considered a misdemeanor under this Section:
 - i. Failure to obtain a permit for activities regulated by this Section.
 - ii. Making an untrue statement on any application under this Section that is subsequently submitted to the City Clerk.
- b. Any holder of a valid license under this Section who violates the provisions of this Section is subject to suspension or revocation proceedings against the operating license.

First Reading: _____, 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: _____

ORDINANCE NO. 4054

AN ORDINANCE AMENDING AND REPLACING CHAPTER 10 OF THE GILLETTE CITY
CODE REGARDING LICENSES AND PERMITS.

RECITAL: the Governing Body of the City of Gillette desires to amend replace in its entirety Chapter 10 of the Gillette City Code.

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

SECTION ONE. Chapter 10 of the Gillette City Code is replaced in its entirety with the following:

CHAPTER TEN

LICENSES AND PERMITS

ARTICLE I. GENERAL

10-1 Licenses and Permits in General

ARTICLE II. LICENSES

10-2 Itinerant Vendors and Door-to-door Solicitors

10-3 Pawnbrokers

10-4 Sexually Oriented Businesses

10-5 Mobile Food Vendors

ARTICLE III. PERMITS

10-6 Circuses, Carnivals, and Amusement Rides

10-7 Special Events, Parades, and Public Rights of Way and City Property Closures

ARTICLE I. GENERAL

§10-1. Licenses and Permits in General

1. Purpose, Authority, Applicability, Exemptions, Issuing of Licenses and Permits Generally

- a. The purpose of this Chapter is to protect the health, safety, and general welfare of those receiving certain goods and services by providing regulations for the providers of such goods and services.
- b. The provisions of this Chapter are legislated under the authority granted by W.S. 15-1-103(a)(xiii).
- c. As stated in this Chapter, certain licenses are issued by the City Clerk. No action by the Gillette City Council is necessary for the City Clerk to issue these licenses. Licenses and permits considered by the Gillette City Council require a majority vote to be issued. No person or organization shall be deemed to be licensed or permitted under this Chapter until the license or permit is issued and delivered, with all applicable fees paid.
- d. No person, business, or organization may engage in any business or activity regulated by this Chapter without first having obtained the relevant license or permit.

2. Register of Licenses and Permits

- a. The City Clerk shall keep a register of licenses and permits. This register will state the names of each person, business, and/or organization holding a license or permit, contain a copy of each application, state the type of license or permit granted, state the fee paid for each license or permit, and state the day the license becomes active.

3. Term and Renewal

- a. Permits are valid and effective for the dates and times specified in an approved application or as modified by the Gillette City Council.
- b. Licenses are valid and effective for the calendar year in which the license is granted. Licenses must be renewed, and the applicable fee paid, each calendar year prior to engaging in the activity granted by the relevant license.

4. Duty to Update

- a. Any applicant granted a license shall notify the City Clerk's office, who will notify the Gillette Police Department, of any change in any of the information required to be provided by this Chapter within five (5) business days after such change occurs.

5. Denial Suspension, or Revocation of License or Permit

- a. Denials; Procedure. With respect to licenses and permits issued by the City Clerk, the City Clerk may deny any application for a license or permit if:
 - i. a license or permit applicant fails to provide the requested application information or accompanying materials (including the required fee);
 - ii. a license or permit applicant fails to provide accurate application information;
 - iii. any City agency recommends denying the application; or,
 - iv. the applicant has previously violated provisions of this Chapter for the type of license or permit sought, or has otherwise had the same type of license or permit suspended or revoked.

If the City Clerk denies an application, the applicant may appeal the denial to the City Administrator. Any such appeal must be in writing, state the basis for why the denial is

improper, and be submitted to the City Administrator within three (3) days of the denial. Within fifteen (15) days of receipt of a proper appeal, the City Administrator shall issue a written determination either approving the application or affirming the denial of the application. If the application is denied by the City Administrator, the applicant may appeal such denial to the Gillette City Council. Any such appeal must be in writing, state the basis for why the denial is improper, and be submitted to the Gillette City Council within three (3) days of the denial. Upon receipt of a proper appeal, the matter will be placed on the Gillette City Council's next agenda for consideration. Unless otherwise provided in this Chapter, and except for fees associated with background checks or finger printing, any license or permit fee will be returned to the applicant if the application is denied.

b. Suspensions and Revocations; Basis. The permits and licenses issued under this Chapter may be revoked or suspended for the following reasons:

- i. Fraud, misrepresentations, or false statements contained in an application;
- ii. Violating any provision of this Chapter with respect to the relevant license or permit; or
- iii. Conviction of the licensee or permittee of any felony or misdemeanor involving perjury, fraud, or false statements.

c. Suspensions and Revocations; Procedure; Effect of Notice. To suspend or revoke a license under this Chapter, the City Administrator must submit a written notice of suspension or revocation hearing to the licensee or permittee. This written notice must state the basis for the suspension or revocation and state the date and time of a hearing where the Gillette City Council will consider the suspension or revocation matter. This written notice must be provided to the licensee or permittee at least five (5) days prior to the hearing. This notice may be provided to the licensee or permittee at the address or email address provided by the licensee or permittee on the application for the license or permit. Upon receipt of the notice, the licensee or permittee must immediately cease engaging in the activity for which the license or permit is necessary.

d. Suspension and Revocation; Hearing. At the suspension or revocation hearing, the Gillette City Council will determine whether to suspend or revoke the licensee or permittee's license or permit. The Gillette City Council may also place any term or condition upon the licensee or permittee's license or permit that it deems necessary in its sole discretion. If the licensee or permittee fails to attend this hearing, then the license or permit shall be revoked.

6. Exemptions

- a. This Chapter does not apply to events held at CAM-PLEX, unless otherwise noted.
- b. This Chapter does not apply to licenses issued under Chapter 3 of the G.C.C.
- c. This Chapter does not apply to licenses issued under Chapter 5 of the G.C.C.

7. Violations and Penalties Generally

- a. Unless otherwise stated in this Chapter, any violation of any provision of this Chapter by any person, business, or organization is a misdemeanor, punishable by a fine of up to seven hundred fifty dollars (\$750). Each day a violation occurs or persists is a separate offense. Violations of the provisions of this Chapter may serve as a basis for suspension or revocation proceedings and future denials of applications for the same type of license or permit.

ARTICLE II. LICENSES

§10-2. Itinerant Vendors and Door-to-door Solicitors

1. Purpose; Authority; Scope

- a. The purpose of this Section is to establish regulations and procedures for licensing and regulating temporary or transient merchants, known as itinerant vendors, and residential door-to-door solicitors conducting or soliciting sales and related activities within the City.
- b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(xiii) and W.S. 33-20-210.
- c. All applicants must comply with W.S. 33-20-201, et. seq. in addition to this Section.
- d. ~~Unless an individual or entity is utilizing a Mobile Food Unit or Mobile Food Truck as defined in G.C.C. 10-5(2), an individual or entity licensed under this Section does not need a separate Mobile Food Vendors license governed by G.C.C. 10-5. This Section does not apply to Mobile Food Vendors governed by Section 10-5.~~

2. Definitions

- a. "Applicant" means an individual who is at least eighteen (18) years of age, that is affiliated with a corporation, partnership, limited liability company, organization, association, or other lawfully formed entity, and is a designated representative of the same.
- b. "Itinerant Vendor" means all persons, business, or organizations, either as principal and agent, that transact any temporary or transient business selling goods and services of any kind, either in one locality or more or by traveling from one or more places in Wyoming, and, for the purpose of carrying on such business hire, lease or occupy a building or permanent structure, temporary structure (including, but not limited to, tents) or motor vehicle, for the exhibition and sale of such goods, limited food items under the definitions of Food Stands or Pushcarts below, wares or merchandise.
- c. "Door-to-door Solicitor" means any person, business, or organization that sells, offers for sale, takes or solicits orders for, gives away, delivers or promises to deliver in the future goods or services of kind at any residential property in the City. This definition does not apply to instances where the owner or occupant of residential property expressly invites a Door-to-door Solicitor to enter the residential property.
- ~~e-d.~~ "Food Stands" or "Pushcarts" means non-permanent and movable stands or carts that may be moved that provide pre-packaged or home-grown food items, or food items requiring only limited preparation.
- ~~e-e.~~ "Prohibition Sign" means all signs or notices in the English language of legible size, designed and apparently intended to serve notice or convey the meaning that any person coming upon the property where the same is posted as an unsolicited sales or Itinerant Vendor is unwelcome and is not to call upon the occupant or tenant of the property.
- ~~e-f.~~ "Residential property" means any building or structure, or part thereof, located within the City that is predominantly occupied by any person(s) as a dwelling, home, or place of abode.
- ~~f-g.~~ "Sale," "Sales," "Sell" as used in this section means a transaction between two or more adult parties that involves the exchange of tangible or intangible goods, services, or other assets for money.

3. Itinerant Vendor License, Application

- a. Itinerant Vendor Licenses are issued by the City Clerk.
- b. To be considered for an Itinerant Vendor's license, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.

- i. Applications Must Include the Following Information:

1. Applicant's name, home address, telephone number, email, date of birth, and aliases.
2. All affiliated business or organization name(s), physical and mailing addresses, phone numbers, and contact emails.
3. Whether the Applicant, or their affiliated business or organization has ever had a similar type of license revoked, suspended, or denied, and, if so, a summary of the reasons regarding such revocation, suspension, or denial.
4. Proposed date(s) of sales, proposed hours of operation, the address or location and zoning classification of the proposed site for the sales.
5. A description of the items to be sold.
6. If the location of the sales is on a private parking lot, then submission of written permission of the owner of the lot must be provided to the City Clerk, and available upon request at any time the license is in use.

- ii. Authorization and Consent

1. Applicants must affirm that their affiliated business or organization is authorized by the Wyoming Secretary of State to do business in Wyoming, as well as if the applicant has acquired a Wyoming state sales tax license.
2. Applicants must swear that the information contained in the application is true and correct.
3. For purposes of verifying the information contained in the application is truthful, Applicants must authorize the City to seek information and conduct investigations of the Applicant.

- iii. Applications for "Umbrella" Licenses for Farmer's Markets Permitted

1. A non-profit farmer's market organization may apply for an umbrella Itinerant Vendor license under which multiple vendors may operate.
2. In addition to the information required by G.C.C. 10-2(3)(b)(i) and (ii), an applicant for an umbrella license must provide:
 - a. The name, address, telephone number, and email address of each proposed vendor to be covered under the umbrella license; and,
 - b. A description of the items each such vendor will sell.
3. The above information must be provided to the City Clerk either at the time of submitting an application, or within one (1) week of the date in which a proposed vendor participates in an event covered by the umbrella license.

- iv. Timeline for Approval and Utilization

1. Upon submission of the application, the license will be denied or approved and available for retrieval from the City Clerk's office within three (3) business days.

~~iv.~~ v. Fees:

1. The fee for an Itinerant Vendor License or umbrella license is fifty dollars (\$50).
- c. Upon receipt of an application and payment of the required license fee, the City Clerk will forward the application to the Chief of Police, or his designee, for an applicant background review and recommendation. The Chief of Police or his designee has the authority to recommend approval or denial of any application for the Itinerant Vendor License, or any proposed vendor under an umbrella license, for the general health, safety, and welfare of the community. The City Clerk may require additional inspections and approvals by other City agencies.
- d. Every person licensed as an Itinerant Vendor must possess and display the license issued by the City in a conspicuous place within public view while conducting sales.

4. Residential Door-to-door Solicitor's License Required

- a. Door-to-Door Solicitor's Licenses are issued by the City Clerk.
- b. To be considered for a Door-to-door Solicitor's License, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
 - i. Applications Must Include the Following Information:
 1. Applicant's name, home address, telephone number, email, date of birth, any known or used aliases, and confirmation of being at least eighteen (18) years of age or older.
 2. If applicable, all affiliated business or organization name(s), physical and mailing addresses, phone numbers, contact emails, and the name and contact information of the individual who will be responsible on behalf of the licensee for supervising any individual receiving a license identification badge to conduct activities.
 3. Identification of each individual, including a social security number, proposed to receive a license identification badge to conduct activities as a door-to-door solicitor, with the same requirements identified in b.i.1. above.
 4. Two (2) current front-face portrait photographs of each individual identified above. The photographs must be approximately two inches (2") by two inches (2") in size. One photo will be retained by the City Clerk, and one will be affixed to the license identification badge.
 5. Whether the applicant or affiliated business or organization, has ever had a similar type of business license, in Wyoming or elsewhere, revoked, suspended, or denied, and any reason for such action.
 6. Proposed date(s) of door-to-door sales, proposed hours of operation, and copies of any advertising materials used.
 7. A description of any items, goods, merchandise, or services that will be offered for sale or involved in the taking of sale orders by the door-to-door solicitors.
 - ii. Authorization and Consent
 1. Applicants must affirm that their affiliated business or organization is authorized by the Wyoming Secretary of State to do business in

Wyoming, as well as if the applicant has acquired a Wyoming state sales tax license.

2. Applicants must swear that the information contained in the application is true and correct.
3. For purposes of verifying the information contained in the application is truthful, Applicants must authorize the City to seek information and conduct investigations of the Applicant(s).

iii. Timeline for approval and utilization

1. Upon submission of the application, and if approved, the application and any badges that will be issued will be available for retrieval from the City Clerk's office after three (3) business days.

iv. Authorized hours of Solicitation

1. Door-to-door Solicitors License may only be utilized from the hours of 10 a.m. to 7 p.m. Mountain Standard Time (MST).

v. Fees

1. The fee for a Door-to-door Solicitors License is fifty dollars (\$50).
 2. Each individual person applying for a badge to work or otherwise participate under the license must pay a fee of ten dollars (\$10) for the background check and for the creation of an identifying badge.
- c. Upon receipt of an application and payment of the required license fee, the City Clerk will forward the application to the Chief of Police, or his designee, for an applicant background review and recommendation. The Chief of Police or his designee has the authority to recommend approval or denial of any application for the Residential Door-to-door Salesmen and Solicitors License for the general health, safety, and welfare of the community. The City Clerk may require additional inspections and approvals by other City agencies.
- d. Every person licensed under the Door-to-door Solicitors License must possess and display their City-issued badge in a conspicuous place within public view while conducting Door-to-door sales.

5. Prohibited Practices for Itinerant Vendors and Door-to-Door Solicitors

- a. No Door-to-Door Solicitor may contact any individual at a residence with a Prohibition Sign.
- b. No Door-to-Door Solicitor may contact, engage with, or conduct activities at locations or residences after having been requested by the owner or occupant of such location to leave the premises or resident.
- c. No Door-to-Door Solicitor shall fail to verbally identify themselves and the business or organization they represent, and the purpose of the solicitation, at the time of initial contact with a prospective customer or donor.
- d. No person, business, or organization licensed under this section may misrepresent the purpose of the solicitation or sale or use false, deceptive, misleading, or untrue information in any communication with any individual. This may include but is not limited to information such as orders placed by other residents or neighbors to induce a sale, or any plan or scheme which misrepresents the true purpose of the Sale.
- e. No person, business, or organization licensed under this section may make statements to any person indicating or implying that the issuance of the license by the City Clerk constitutes an endorsement by the City.

- f. No Itinerant Vendor or Door-to-Door Solicitor may conduct business or activity allowed by this Chapter for more than ten (10) total days per calendar year; however, vendors utilizing Food Stands or Push Cart, or vendors of fresh produce, fruit, farmer's markets products, vendors of fresh produce, fruit, or Christmas trees may apply to the City Administrator or his designee for one ninety (90) day exemption from this provision.

6. Exemptions

- a. Individuals participating in the following activities must refrain from engaging in the Prohibited Practices stated above, but are exempt from the licensing requirements stated in this Section:
 - i. Any person(s) hosting, participating in, or deriving proceeds from non-profit activities, including religious, educational, and charitable activities.
 - ii. Any fund-raising sales by a recognized school or educational organization, where profits solely benefit student members, or a school/organization sponsored event. This exemption includes individuals participating in and deriving proceeds from such activities.
 - iii. Distribution of free literature or information which is not affiliated with any form of attempting to offer to sell, or take orders for any goods, merchandise, or service.
 - iv. The sale of any of any home-made goods by a child age seventeen (17) or under in one stationary, temporary location.

§10-3. Pawnbrokers

1. Purpose and Authority

- a. The purpose of this Section is to establish regulations and procedures for licensing and regulating Pawnbroker related activities within the City.
- b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(xiii), W.S. 5-1-105(a)(xlili), and W.S. 40-14-359(b).

2. Definitions

- a. "Month" means the period of time from one date in a calendar month to the corresponding date in the following calendar month; if computations are made for a fraction of a month, a day will be one-thirtieth of one month.
- b. "Pawnbroker" means a person engaged in the business of making Pawn Transactions.
- c. "Pawn Shop" means the location or premises in which a Pawnbroker conducts business.
- d. "Pawn Transaction" means the act of lending money on the security of pledged goods or the act of purchasing tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed period of time.
- e. "Pledged Goods" means tangible personal property which is deposited with or otherwise actually delivered into the possession of a pawnbroker in the course of his or her business in connection with a pawn transaction. This does not include securities or printed evidence of indebtedness.
- f. "Redemption Period" means the period of time from a transaction date to maturity date of a Pawn Transaction.

3. Application for License

- a. Pawnbroker Licenses are issued by the City Clerk.

- b. To be considered for a Pawnbroker License, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
- c. Applications must contain the following information and accompanying materials:
 - i. Date of application or renewal request.
 - ii. Business name, street address, mailing address, business phone number, and email.
 - iii. Owners name, address, social security number, and home phone number.
 - iv. Evidence that the applicant has obtained a license from the Administrator of the Wyoming Uniform Consumer Credit Code, authorizing them to engage in business making supervised loans. (*see* W.S. 40-14-341(a)). This includes the State license number, issue date, and local license number.
 - v. A signature by the applicant under penalty of perjury pertaining to the information within the application.
- d. To qualify for a license under this Section, a person or business must first obtain and submit proof of a license from the administrator of the Wyoming Uniform Consumer Credit Code, authorizing him to engage in the business of making supervised loans pursuant to W.S. 40-14-634.

4. Fee

- a. The fee for a Pawnbroker License is one hundred dollars (\$100).

5. Records and Notification

- a. Pawnbrokers must keep an accurate and detailed record of all personal property, bonds, notes, and other securities received or purchased. These materials must be maintained at the Pawnbroker's Pawn Shop. These records must include the following information:
 - i. Descriptive or identifying marks that may be found on the Pledged Goods or other items, including but not limited to description of the item, brand name, model, serial numbers, or other general identifying qualities.
 - ii. Name, residential address, identification provided, date of birth, sex, height, weight, color of hair and eyes, and signature of the individual pawning or selling property.
 - iii. Name of the Pawnbroker and address of the Pawn Shop.
 - iv. Loan number, date, and dollar amount of the transaction.
- b. Pawnbrokers must ensure that individuals attempting to sell or pawn property sign each record indicating ownership of any property involved with the loan.
- c. All books and records shall be preserved or made available to law enforcement for a period of four (4) years from the date of the transaction, or two (2) years from final entry made in a transaction, whichever is later.
- d. Any items that are purchased and not engaged in trade by a Pawn Shop or Pawnbroker shall be kept by the Pawnbroker for a period of fourteen (14) days before offering the items for sale, and keep record of these items in the same manner described in section three above.
- e. Pawnbrokers must, upon request during ordinary business hours, submit and show records required by this Section for the inspection of the Chief of Police or their designee in conjunction with any investigation of Pawnbroker transactions. Any Pawnbroker must also exhibit for inspection of any such officers any goods, property,

bonds, notes, or other securities that may have been received upon request of law enforcement.

- f. Before noon of each working day, each Pawnbroker shall make and deliver to the Chief of Police a substantiated copy of the entries made on the previous day as herein provided and shall use forms for that purpose provided through Gillette Police Department (GPD), which shall be kept clean and legible and no entry marks erased, defaced, or removed for any reason.

6. Finance Charges, Loan Terms

- a. Information concerning finance charges, terms of agreement, and all other relevant information concerning a Pawn Transaction shall be disclosed to any person desiring to enter into a Pawn Transaction with a Pawnbroker at the time of the transaction. All information disclosed shall conform to the requirements of Federal Reserve Regulation Z of the Truth in Lending Act, and applicable Wyoming Statutes. All property identification tickets shall have the maximum rate of interest to be charged printed on the face of the ticket. The printing shall be obvious, and clearly legible.
- b. A Pawnbroker shall not engage in false or misleading advertising concerning the terms or conditions of credit with respect to a Pawn Transaction.
- c. Except as otherwise provided in this section, the term of any Pawn Transaction made under this Section shall not exceed forty-five (45) days. At the expiration of the forty-five (45) day term, the Pawnbroker may, at the depositor's request, renew the loan for an additional thirty (30) day term.

7. Prohibited Practices and Requirements

- a. Pawnbrokers may not knowingly accept or otherwise obtain any stolen or illegally obtained good is guilty of a misdemeanor.
- b. Any Pawnbroker who has accepted, obtained, or bought any property or goods, either new or second hand from any person, not knowing the same to have been stolen or illegally obtained at the time, must deliver the same into the hands of the lawful owner when such owner shall have made a reasonably accurate and certain identification by means of number or description in the presence of an investigating officer.
- c. Pawnbrokers may not pledge or dispose for sale or trade any item which is known or found to be stolen.
- d. Pawnbrokers must refrain from transactions or conducting any business with any minor person under the age of eighteen (18).

§10-4. *Sexually Oriented Businesses*

1. Authority; Purpose

- a. The provisions of this Section are legislated by virtue of the authority granted under W.S. 15-1-103(a)(xvi), and other relevant laws and regulations.
- b. The purpose of this chapter is to promote the health, safety, morals, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent concentration of sexually oriented businesses within the City.

2. Definitions

- a. "Adult Cabaret" means a building or portion of a building featuring dancing or other live entertainment if the dancing or entertainment emphasizes the exhibiting of specific sexual activities or specified anatomical areas for observation by patrons.

- b. "Adult Media" means magazines, books, videotapes, movies, slides, CD-ROMs, DVDs, images, or technology or other media used or depicting displaying, or describing hard-core Sexual Material.
- c. "Adult Media Store" means an establishment that rents, sells, or otherwise as a significant aspect of its operation distributes adult media, including, but not limited to, establishments that advertise or hold themselves out in any forum as "XXX," "adult," "sex," or otherwise as a sexually oriented business other than an Adult Motion Picture Theater, or Adult Cabaret.
- d. "Adult Motion Picture Theater" means an establishment emphasizing as a significant aspect of its operations Hard-core Sexual Materials in its movies or other media.
- e. "Display Publicly" means the act of exposing, placing, posting, exhibiting, or in any fashion displaying in any location, whether public or private, an item in such a manner that it may be easily seen and its content or character distinguished by normal unaided vision viewing it from a street, highway, or public sidewalk, or from the property of others.
- f. "Establishment" means any business regulated by this Section.
- g. "Explicit Sexual material" means any Hard-core Sexual Material.
- h. "Hard-core Sexual Material" means media characterized by sexual activity that includes one or more of the following: erect male sexual organ; contact of the mouth, tongue, or lips of one person with the genitals of another person; penetration of any body part of a person into any body orifice of another person; display of open female labia; penetration of a foreign object into a body orifice of a person, displace of male ejaculation or the aftermath of male ejaculation.
- i. "Nude Model Studio" means any place where a person who appears nude, mostly nude, or displays any human sexual organ and is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money offer other forms of consideration.
 - i. This shall not include:
 - 1. a proprietary school licensed by the State of Wyoming, or any college, junior college, or university supported entirely or in part by public taxation;
 - 2. a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
 - 3. a structure that has no sign visible from the exterior of the structure and no other advertising that indicates a nude or mostly nude person is available for viewing.
- j. "Media" means anything printed or written, or any picture, drawing, photograph, motion picture, film, videotape, DVD, images of any kind, or any reproduction of anything that is or may be used as a means of communication. Media includes but is not limited to books, newspapers, magazines, movies, videos, sound recordings, CD-ROMs, DVDs, other magnetic media, and undeveloped pictures.
- k. "Semi-Nude or Semi-Nude Condition" means a state of dress where clothing covers no more than the genitals, pubic region, and areolae of the female breast, as well as portions of the body covered by supporting straps or devices.

- l. “Sexually Oriented Toys or Novelties” includes but is not limited to items such as artificial sexual organs, vibrators, lubrication, etc.
- m. “Novelty Shop” means an establishment that offers for sale items from both of the following categories and such items constitute at least thirty (30%) of local revenues for the establishment:
 - i. Lingerie; and,
 - ii. Sexually oriented toys or novelties.
- n. “Sexually Oriented Business” means and describes collectively, but is not limited to Adult Cabaret, Adult Motion Picture Theater, Adult Media Store, Novelty Shop, or any combination thereof.

3. Application for License; Fees; Prohibition on Re-applying

- a. Sexually Oriented Business licenses are issued by the Gillette City Council.
- b. To be considered for a Sexually Oriented Business license, persons at least eighteen (18) years’ old, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
- c. Applications must contain the following information:
 - i. Name, address, telephone number, date of birth, and email contact for the individual filling out the application.
 - ii. Name, physical address, telephone number, and email contact of the business or proposed business effected by the application, as well as the classification of business, whether a partnership, corporation, L.L.C., etc.
 - iii. A sketch or diagram showing the configuration of the business premises, including a statement of total floor space occupied by the business.
 - iv. A specific description of the location of the business.
 - v. An explanation of the general nature of the business and intended hours of operation.
 - vi. A signature of each applicant that the license would include, with any individual that has a financial interest in the business or plans for the business, swearing to the truthfulness of the contents of the application under penalty of perjury.
- d. A copy of the application will be provided to the Gillette Police Department for investigation of the application. Application information may also be referred to other agencies and departments for approval of the proposed business at the proposed premises.
- e. Fees
 - i. The fee for a Sexually Oriented Business license is two hundred and fifty dollars (\$250).
- f. If an application is denied, suspended, or revoked, an applicant must wait one (1) year from the date of the denial before re-applying for a Sexually Oriented Business license.

4. Licensing Exemption for Certain Novelty Shops; Permitted Locations Location Requirements and Restrictions of Sexually Oriented Businesses

- a. As long as they are not combined with any other type of Sexually Oriented Business, Novelty Shops consisting of 2,000 square feet or less are exempt from the application procedures and licensing requirements above (“Exempted Novelty Shops”).
- b. Notwithstanding G.C.C. 10-4(5)(c), Exempted Novelty Shops may operate in the C-1, C-2, and C-3 zoning districts, as defined in the G.C.C. Chapter 20 Zoning Ordinance.
- c. All Exempted Novelty Shops must comply with G.C.C. 10-4(5)(a)(i-v) and (b)

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d. All Exempted Novelty Shops must comply with G.C.C. 10-4(6).

e. Failure to comply with this G.C.C. 10-4(4) may result in the Gillette City Council requiring an Exempted Novelty Shop to apply for a Sexually Oriented Business license.

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4.5. Location Requirements and Restrictions of Sexually Oriented Businesses

- a. No Sexually Oriented Business may be within five hundred (500) feet of the following:
 - i. Religious institutions.
 - ii. Preschool and K-12 educational institutions.
 - iii. Parks, playgrounds, and recreational facilities.
 - iv. Libraries.
 - v. Childcare centers, family childcare centers, and family childcare homes, or youth organizations like the Boys and Girls Club.
 - vi. Any location being used as a residence.
 - vii. Another Sexually Oriented Business.
- b. The measurement of the five-hundred-foot set back shall be made in a straight line:
 - i. For other Sexually Oriented Businesses to the nearest portion of the structure used for the business.
 - ii. For all other restricted businesses without regard to intervening structures or objects, from the nearest portion of the structure used for a sexually oriented business, to the nearest portion of the lot line for such protected use.
- c. Zoning
 - i. ~~As long as they are not combined with any other type of Sexually Oriented Business, Novelty shops consisting of 2,000 square feet or less may operate in the C-1, C-2, and C-3 zoning districts, as defined in the G.C.C. Chapter 20 Zoning Ordinance.~~
 - ii. All ~~other~~ Sexually Oriented Businesses must operate within the I-2 Heavy Industrial District, as defined in the G.C.C. Chapter 20 Zoning Ordinance.

5.6. Prohibited Practices

- a. No person operating or employed by a Sexually Oriented Business may permit a person under the age of eighteen (18) to enter or remain in the Sexually Oriented Business, unless the minor is accompanied by a parent or guardian.
- b. No person operating or employed by a Sexually Oriented Business may allow a person under the age of eighteen (18) to purchase goods or services from the Sexually Oriented Business without the specific consent of such minor's parent or guardian.
- c. No person operating or employed by a Sexually Oriented Business may permit a person under the age of eighteen (18) to work at the Sexually Oriented Business.
- d. No person operating or employed by a Sexually Oriented Business may permit the Sexually Oriented Business to remain open for business at any time between 2:00 a.m. and 6:00 a.m. on any day.
- e. No person operating or employed by a Sexually Oriented Business may permit the viewing or showing of digital Adult Media, including, but not limited to, film or video, on the Sexually Oriented Business premises.
- f. With respect to Sexually Oriented Businesses functioning as an Adult Cabaret, no person, other than an employee, may appear, entertain, or perform in a semi-nude condition.

- g. With respect to Sexually Oriented Businesses functioning as an Adult Cabaret, employees appearing, entertaining, or performing in a semi-nude condition may not have any direct physical contact with any patron or customer

6-7. Inspections

- a. An applicant or licensee must permit representatives of the Gillette Police Department, fire department, health department, building inspection, or any other agency and department as requested to enter and inspect the premises to ensure compliance with the law before being licensed, and at any time after it is occupied and opened for business.

§10-5. Mobile Food Vendors

1. Authority; Purpose; Incorporation of Food Safety Rule

- a. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(a)(v).
- b. The purpose of this Section is to protect the public health, safety, and welfare of the community by licensing and regulating the operations and activities of mobile food vendors within the City.
- c. Food Safety Rule
 - i. The Wyoming Food Safety Rule, as amended, issued by the Wyoming Department of Agriculture together with the Department of Health and the Governor's Food Safety Council is adopted and incorporated as part of this Section.
- d. Any person or entity licensed under this Section for any covered food or food service does not need a separate Itinerant Vendors license under Section 10-2. This Section does not apply to Itinerant Vendors governed by Section 10-2.

2. Definitions

- a. "Food" means any water, beverage, edible or consumable substance in raw, cooked, frozen, or pre-packaged forms.
- ~~b. "Food Stands" or "Pushcarts" means non-permanent stands or carts that may be moved that provide approved and inspected pre-packaged food items and/or those food items requiring only limited preparation as approved by the Health Officer.~~
- ~~e-b.~~ "Health Officer" means Health Officer from the City of Gillette, Campbell County, or State of Wyoming.
- ~~d-c.~~ "Mobile Food Truck" means a motorized, wheeled vehicle or towable wheeled trailer designed and equipped to prepare and serve food.
- ~~e-d.~~ "Mobile Food Unit" means a vehicular food unit utilized solely to provide pre-packaged food in individual serving sizes which have been transported from an inspected approved permanent food service establishment or food preparation facility which serves as the base of operation for the mobile food unit.
- ~~f-c.~~ "Mobile Food Vendors" means any person or entity utilizing Food Stands, Pushcarts, Mobile Food Trucks, or Mobile Food Units to either sell or provide free of charge Food to the general public, ~~and includes vendors selling consumable products at farmers markets, bazaars, and other similar events.~~

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3. Application for License; Fees; Display

- a. Mobile Food Vendor Licenses are issued by the City Clerk. Each ~~Food Stand, Pusheart,~~ Mobile Food Truck, and Mobile Food Unit requires a separate Mobile Food Vendor License.
- b. To be considered for a Mobile Food Vendor license, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
- c. Applications must contain the following information and accompanying materials:
 - i. Name, address, email, and telephone number of the applicant.
 - ii. Name of any business and the business' affiliated address and contact information.
 - iii. Proof of application for food service permit filed with the County Health Officer or the State Department of Agriculture, as required.
 - iv. Proof of application for a sales tax permit through the State of Wyoming.
 - v. Written or typed description of the type of food items, whether pre-packaged or requiring some preparation, or for full preparation proposed to be sold from the Mobile Food Vendor.
 - vi. Affirmation that owners of private property consent in writing to the applicant using such property for Mobile Food Vendor activity.
- d. Fee
 - i. The fee for each Mobile Food Vendor license is seventy-five dollars (\$75).
- e. Display Requirement
 - i. Licenses issued must be posted and displayed in a conspicuous place at the licensed or permitted premises, vehicle, cart, stand, or otherwise as applicable after being issued.

4. Inspection; Responsibilities

- a. Prior to offering to provide any Food, Mobile Food Vendors proposed to be used for food preparation must be available for inspection and approval by a Health Officer and/or any city representative as required by the City Clerk, including but not limited to a representative from the Fire Department or Police Department. The preparation and sale of food products, including all equipment and items to be utilized in the preparation process, must meet state and local sanitation, health, and safety requirements.
- b. At all times during operation, Mobile Food Vendors shall clean the sidewalk, street, or premises adjacent to and within twenty-five (25) feet radius of any point of sale or distribution. Such cleaning shall consist of picking up and disposing of any paper, cardboard, wood, plastic, containers, wrappers, or any litter reasonably assumed to result from the vendor's operations. Any trash, refuse, or liquid waste must be disposed of in a proper manner normally expected by a permanent brick and mortar restaurant.
- c. All Mobile Food Vendors shall provide a suitable container for the placement of litter and trash by its customers.
- d. All Mobile Food Vendors must comply with Chapter 9 of the G.C.C.

5. Location Restrictions and Requirements

- a. General Restrictions and Requirements. No Mobile Food Vendor may:
 - i. Operate within One hundred (100) feet of the primary entrance of a restaurant, measured from the center of the primary entrance of the restaurant by the most

direct pedestrian path, without written consent of the affected restaurant owner(s).

- ii. Operate within Fifteen (15) feet of a fire hydrant.
- iii. Operate within Ten (10) feet of any crosswalk, whether at an intersection of public rights-of-way or at mid-block crossing.
- iv. Operate within Ten (10) feet of any curb loading signed area.
- v. Operate within Ten (10) feet of any public transportation stop.
- vi. Operate within Five (5) feet of any handicapped parking place or access ramp.
- vii. Operate within any public alleyway.
- viii. Operate within any area or lot zoned as any residential classification under the City of Gillette Zoning Code, unless such operation is associated with a Parade or Special Event permit.
 - 1. Additionally, this zoning restriction does not apply to Mobile Food Vendors operating “ice cream trucks.” For purposes of this sub-sub section, “ice cream truck” means any motor vehicle for which ice cream, ice milk, frozen dairy products, ice sherbets, frozen deserts flavored ice, or other similar products are sold.
- ix. Park and operate diagonally or across multiple parking spaces, unless such operation is associated with a Parade or Special Event permit.
- x. Sell or distribute Food directly to any person situated in a motor vehicle.
- b. Public Property Restrictions and Requirements. In addition to the General Restrictions and Requirements, Mobile Food Vendors may not:
 - i. Operate with a street, road, or public right of way unless such operation in a street, road, or public right way is associated with a Parade or Special Event permit that results in the closure of the street, road, or public right of way.
 - ii. Leave any Food Stand, Mobile Food Unit, or Mobile Food Unit unattended in the street, road, or public right-of-way during permitted operations.
 - iii. Park or operate in any street, road, or public right-of-way for the purposes of doing business in such a manner as to impede or interfere with the free movement of vehicular, bicycle, or pedestrian traffic, or visually obstruct the safe movement of vehicular, bicycle, or pedestrian traffic.
 - iv. Operate anywhere within the Energy Capital Sports Complex, unless the City Administrator so permits in writing.
 - v. Operate anywhere within a City park or other City owned property, whether dedicated to the public or not, unless the City Administrator so permits in writing.
- c. Private Property Restrictions and Requirements. In addition to the General Restrictions and Requirements, Mobile Food Vendors must:
 - i. Not operate on any privately owned property without the prior written consent of the property owner.
 - ii. Display or provide proof upon request of the City of the written consent of the property owner.

6. Exemptions

- a. Individuals participating in the following activities must refrain from engaging in the Prohibited Practices stated above, but are exempt from the licensing requirements stated in this Section:

- i. Any person(s) hosting, participating in, or deriving proceeds from non-profit activities, including religious, educational, and charitable activities.
- ii. Any fund-raising sales by a recognized school or educational organization, where profits solely benefit student members, or a school/organization sponsored event. This exemption includes individuals participating in and deriving proceeds from such activities.
- iii. Minors aged seventeen (17) years and younger operating a beverage stand selling lemonade, iced tea, or similar beverages on property owned, leased, or rented by their parent or legal guardians are exempt from the provisions of this Section.

ARTICLE III. PERMITS

§10-6. Circuses, Carnivals, and Amusement Rides

1. Purpose, Authority, General Provisions

- a. The purpose of this Section is to establish regulations and procedures for permitting and regulating Circuses, Carnivals, and Amusement Rides.
- b. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103, and W.S. 33-6-101 through 104.

2. Definitions

- a. “Amusement Ride” means any device that carries or conveys passengers over a fixed or restricted route or course within a defined area, for the purpose of giving its passengers amusement, thrills, or excitement. This definition does NOT include:
 - i. Coin operated rides that do not require the supervision of an operator.
 - ii. Non-mechanized playground equipment.
 - iii. Air inflatable rides or devices, live animal rides, physical fitness/training devices, or obstacle/challenge courses.
- b. “Applicant” means the individual(s) applying for a permit under this Section, whether as an individual or on behalf of a company or organization.
- c. “Carnival” means any traveling enterprise offering a variety of games, rides, exhibits and amusements to the public.
- d. “Circus” means an arena, which may or may not be tent-covered, used for providing public entertainment generally including but not limited to feats of skill and daring, animal acts, and or performances by clowns.

3. Application for Permit, Inspections

- a. Permits to conduct a Carnival, Circus, or Amusements Rides are issued by the Gillette City Council.
- b. To be considered for a permit to conduct a Carnival, Circus, or provide access to an Amusement Ride, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
- c. Applications must contain the following information and accompanying materials:
 - i. The name, address, telephone number, and email of the owner of the Circus, Carnival, Amusement Ride(s), or other similar shows desiring to be exhibited.
 - ii. The number and character of the exhibitions or rides for which admission shall be charged.
 - iii. The proposed date(s) for the relevant event.

- iv. The location of the proposed Carnival, Circus, or Amusement Ride must be given by reference to the lot and block description of the property in sufficient detail to permit review by City agencies concerned with the enforcement of all relevant City ordinances concerning the flow of traffic, parking, code, and land use.
- v. Detailed prices to be charged, including if different prices will be charged for adults and children.
- vi. A copy of the lease or other agreement between the landowner and the permittee that demonstrates permission for the event.
- vii. The date, name, address, and contact information for the most recent three (3) agencies with approved a permit for a show or other performance of the same Carnival, Circus, or Amusement Rides that occurred before the application with the City.
- viii. Proof of liability insurance in an amount not less than one million dollars (\$1,000,000), or other amount as required by the City.
- ix. Applicant or permittee must agree to indemnify, hold harmless, and defend the City, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of Applicant or Licensee or in connection with: (a) the acts, errors, omissions, conduct, or operations of or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in the Application or license/permit; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of any permit or license.

d. Inspections

- i. The Chief of Police, or their designee, along with any other federal, state, or local government agency is authorized to inspect any carnival game or amusement ride to determine acceptability and safety.

e. Fees

- i. The fee for a Carnival, Circus, or Amusement Ride permit is one hundred dollars (\$100) per day for each day of the relevant activity.

4. Responsibility of Safety and Compliance

- a. All Carnivals, Circus', and Amusement Rides shall be operated and maintained in such a manner as to ensure the safety of patrons and visitors.
- b. In addition to the provisions of this Section, every permittee shall comply with any regulation applicable to Carnivals, Circus', and Amusement Rides, for example, by the National Association of Amusement Ride Safety Officials.
- c. Every owner and permittee of each Carnival, Circus, or Amusement Ride must provide the City with a certificate of inspection or similar affirmation of safety and compliance.

5. Prohibited Practices

- a. No Permittee may charge for admission in a sum in excess of the amount specified in the application for license filed with the City Clerk.

§10-7. Special Events, Parades, and Public Rights of Way and City Property Closures

1. Authority; Purpose

- a. The provisions of this Section are legislated under the authority granted by W.S. 15-1-103(xvii).
- b. Permits under this section are issued for events that may impede a street or public right of way or are held on outdoor City property.

2. Definitions

- a. "Parade" means any march, ceremony, show, exhibition, or procession of any kind, or any similar display, in or upon any street, public right of way, park, or other public property within the City that hosts either:
 - i. Fifty (50) or more people; or
 - ii. Ten (10) or more vehicles
- b. "Special Event" means any festival, gathering, event, fair, or meeting organized for purposes of a limited duration that include, but are not limited to, sport, exhibition, trade, commerce, competition, entertainment, or music that are to be held on any street, road, public right of way, ~~public property within City limits,~~ or City property.

3. Exceptions

- a. This section does not regulate the following activity:
 - i. So long as they do not occur on a public street or road, Pedestrian marches or gatherings to exercise the Constitutional rights of free speech or religion (such as protest activity and the right to redress government) do not need to obtain a permit under this Section. The organizers of such marches or gatherings must provide notice to the Gillette Police Department of the dates and locations of the marches or gatherings. Such marches or gatherings -must not:
 1. Impede pedestrian traffic along public sidewalks;
 2. Impede ingress and egress from any building, structure, or parking lot;
 - or,
 3. Disrupt traffic along any public street or road, is allowed on the sidewalks adjacent to government office buildings or schools, so long as other pedestrian traffic and ingress to and egress from the government buildings or schools are not impeded;
 - ii. Funeral processions; or,
 - iii. City, County, State, or Federal governmental agencies acting within the scope of their functions and duties.

4. Application for Permit; Fees; Insurance and Indemnity; Approval or Disapproval

- a. Permits for Special Events, Parades, or Public Rights of Way and City Property closures are issued by the Gillette City Council.
- b. To be considered for a Special Event, Parade, Public Rights of Way and City Property Closure permit, persons, businesses, or organizations must submit a written application on forms provided by the City Clerk along with the relevant fee.
- c. Applications must contain the following information:
 - i. The name, address, email, and telephone number of the person seeking the permit.

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- ii. If the Parade or Special Event is to be conducted for, on behalf of, or by any organization then the name, address, email, and telephone number of the organization.
- iii. The date and approximate time, both beginning and end, proposed for the Special Event or Parade.
- iv. The proposed public property, City property to be used, or street, road, or public right of way to be used, including the starting and termination point, that the applicant is requesting to be closed to traffic.
- v. The approximate number of persons, animals, and/or vehicles in the Special Event or Parade.
- vi. The location and time that participants will gather before and after the Special Event or Parade.
- d. The Chief of Police may follow up to request any additional information reasonably necessary to determine whether a permit should be issued.
- e. All Special Event and Parade permit applications must be submitted at least thirty (30) days prior to the requested date for the event to occur.
- f. Fees; Insurance; Indemnity
 - i. A fee of \$25 must be submitted at the time of Special Event or Parade permit application. This fee will be returned if the permit application is denied.
 - ii. Proof of general liability insurance in an amount to be determined by the City Administrator or his designee, relative to the Special Event or Parade's risk exposure.
 - 1. Applicants or permittees must agree to indemnify, hold harmless, and defend the City, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of applicant or permittee or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in the application or permit; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of any permit or license.

4-iii. Holders of permits issued under this Section will be required to pay certain fees for items such as electricity and waste pickup. These fees are listed on the relevant application.

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5. Violations; Penalties

- a. The following violations shall be considered a misdemeanor under this Section:
 - i. Failure to obtain a permit for activities regulated by this Section.
 - ii. Making an untrue statement on any application under this Section that is subsequently submitted to the City Clerk.

- b. Any holder of a valid license under this Section who violates the provisions of this Section is subject to suspension or revocation proceedings against the operating license.

First Reading: ~~November 19~~_____, ~~2024~~2025.

Second Reading: ~~December 3~~_____, ~~2024~~2025.

PASSED AND APPROVED on Third and Final Reading this ~~17th~~____ day of ~~December~~____
~~2024~~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: May 20, 2025

TITLE:

Council Consideration of a Special Event Permit beginning on June 20, 2025 at 7:00 p.m. for additional time to set up for the Donkey Creek Music & Arts Festival, Requested by Big Lost Meadery.

SUGGESTED ACTION:

I move to approve the foregoing Special Event Permit that was requested by Big Lost Meadery.

CASE BACKGROUND:

Big Lost Meadery is requesting additional time to their previously approved Special Event Permit for the Donkey Creek Festival. Council passed the original request on 05/06/2025 for a Street Closure on Warren Ave. between 1st and 2nd Street for the annual Donkey Creek Music Festival.

Big Lost is now requesting an additional 12 hours (beginning at 7:00 p.m. on 06/20/2025 and ending at (the previously approved time) 7:00 a.m. on 06/21/2025.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

[Insurance](#)

[MAP](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2025

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

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

PRODUCER Roaring Fork Insurance 17 N Mesa Ave Montrose CO 81401	CONTACT NAME: Aaron Linden PHONE (A/C, No, Ext): (307) 752-5961 FAX (A/C, No): (970) 429-5701 E-MAIL ADDRESS: aaron@roaringforkins.com																					
INSURED Big Lost Meadery, LLC 2207 Big Lost Dr. Gillette WY 82718	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Great American Insurance Group</td><td>Z0028</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Insurance Group	Z0028	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER A:	Great American Insurance Group	Z0028																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL2542281345 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		PAC3012626-06	01/28/2025	01/28/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>LIQUOR LIABILITY</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	LIQUOR LIABILITY	\$ 1,000,000
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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		N/A				<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - POLICY LIMIT	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Donkey Creek Street Closure.

CERTIFICATE HOLDER

CANCELLATION

City of Gillette
201 E. 5th Street

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

123

Donkey Creek Music Festival June 20, at 7:00 pm to 11:59 pm



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

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Feet

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

Council Consideration of a Special Event Permit, including a Street Closure with Live Music and an Open Container Permit, on Gillette Ave. Between 1st and 2nd Street, on October 3-4, 2025, from 5:00 p.m. to 10:00 p.m., for an Oktoberfest Festival, Requested by the Montgomery Bar, Rail Yard, and Gillette Supper Club.

SUGGESTED ACTION:

I move to approve a Special Event Permit, including a Street Closure with Live Music and an Open Container Permit, on Gillette Ave. Between 1st and 2nd Street, on October 3-4, 2025, from 5:00 p.m. to 10:00 p.m., for an Oktoberfest Festival, Requested by the Montgomery Bar, Rail Yard, and Gillette Supper Club.

CASE BACKGROUND:

In conjunction with Rail Yard, and Gillette Supper Club, Montgomery bar would like to shut down Gillette Avenue between 1st and 2nd Street for an Oktoberfest themed festival. This event will be free to the public. The event will include a street closure, open container permit, and live outdoor music. The applicant plans to use wrist bands and Gillette City cups for those 21 and older that would like to purchase alcohol.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

[Oktoberfest Festival MAP](#)
[Certificate of Insurance](#)

Oktoberfest Festival October 3 & 4, 5:00 pm to 10:00 pm



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



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



LMMENTE-01

BHYDE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2025

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

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PRODUCER Burns Insurance Agency, Inc 237 Storey Blvd Suite 200 Cheyenne, WY 82009	CONTACT NAME: Bonnie Hyde	
	PHONE (A/C, No, Ext): (307) 634-5757	FAX (A/C, No): (307) 634-7236
	E-MAIL ADDRESS: bonnieh@burnsia.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : USLI COMPANY	
INSURED LMM Enterprises, LLC DBA: Montgomery Bar & Hotel 100 S Gillette Ave Gillette, WY 82716	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CP1835912A	1/10/2025	1/10/2026	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
									\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$	
	DED ☐ RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐		
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability only-

event in front of 100 S. Gillette Ave., Gillette, WY 82716 on October 3 and 4, 2025

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bonnie S. Hyde



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

Council Consideration for the Acceptance of Public Improvements for the City Pool Reconstruction Project, Installed by Powder River Construction, in the Amount of \$5,702,504.71.

SUGGESTED ACTION:

I move for Approval of the Acceptance of Public Improvements for the City Pool Reconstruction Project, Installed by Powder River Construction, in the Amount of \$5,702,504.71.

PROJECT NUMBER:

23EN05

CASE BACKGROUND:

This project includes the reconstruction of the Gillette City Pool. The project included the replacement of the pool piping and plumbing, updates to the existing mechanical building, new pool heater, pumps, and filter system, updates to the existing bath house, new pool tank and surrounding deck. The new configuration has a zero-depth pool with water features and a lap pool. Two new slide structures have also been installed. The new construction and pool layout mitigated settlement and leakage problems experienced with the previous pool and provides for more efficient operation and staffing.

WHEN CONSTRUCTED: The first pool built in this location was built in 1935, then reconstructed in the 1960's. The City Pool was replaced in the original location in 1994 with the pool structure which was recently removed. That demolition project removed the existing equipment in the mechanical building, pool piping, pool decks, and pool tanks. The construction of the new pool began in December 2023, and has been under construction thru the spring of 2025.

Project Award: \$5,684,866.34

Total Number of Change Orders: 25 Approved Change Orders

The majority of these change orders were approved through the Force Account which was part of the original contract.

- Force Account Requests ranged from additional material quantities, updating existing

maintenance items, privacy partitions, bath house painting and additional concrete. The \$17,638.37 cost above the original awarded contract price is part of these Force Account Requests. The partitions and bath house painting pushed the costs beyond the original awarded value. The additional funding came from general fund cash on hand.

ACTUAL COST VS BUDGET:

Actual Cost: \$5,702,504.71; Budget: \$5,929,770.00

STAFF REFERENCE:

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

ATTACHMENTS:

[City Pool Exhibit](#)

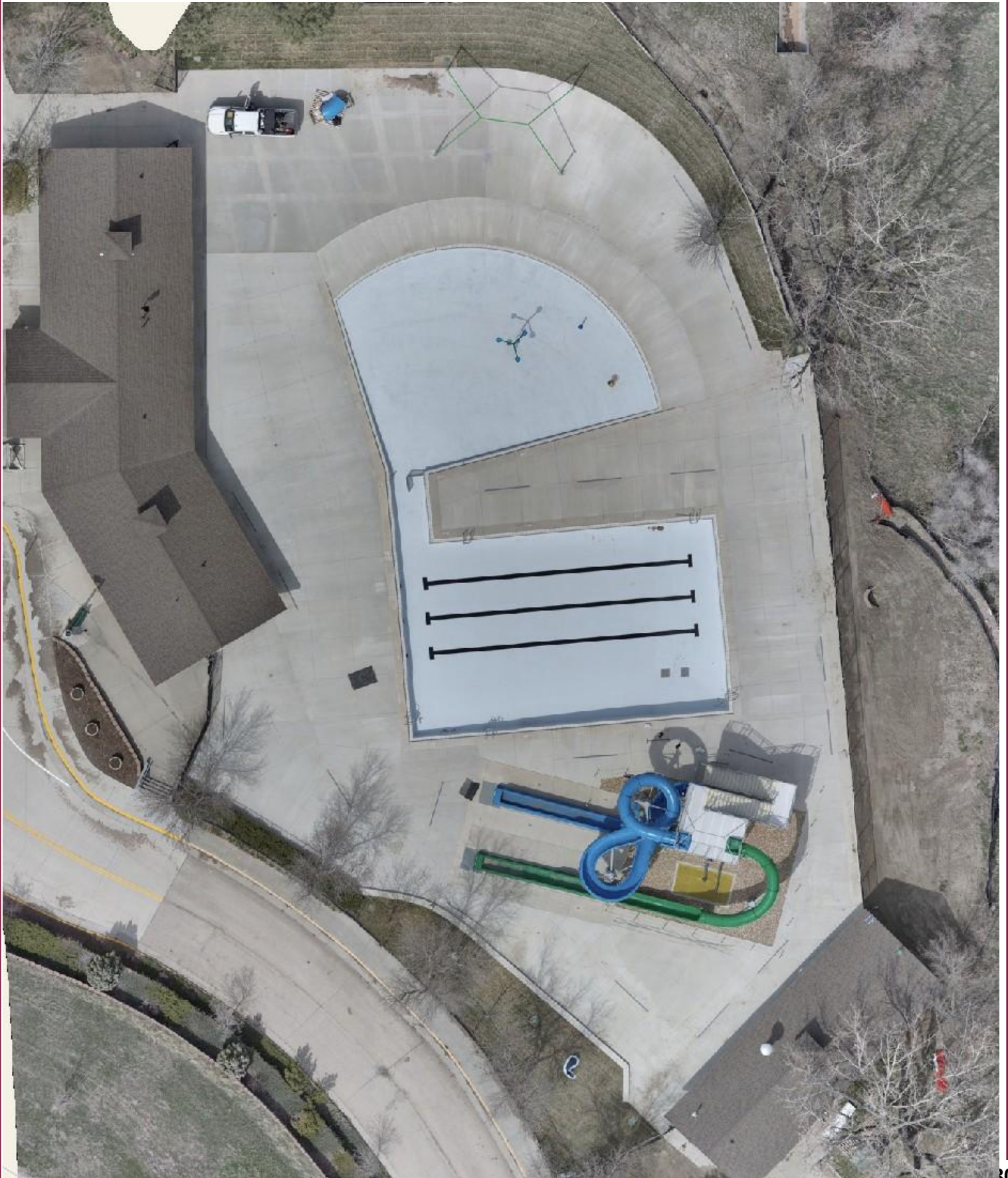
[Affidavit On Behalf of Contractor](#)

[Certificate of Final Completion](#)

[Certificate of Substantial Completion](#)

[Warranty](#)

City of Gillette Pool



AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: May 20, 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 Powder River Construction, Inc the Contractor, dated July 19, 2023

For the Gillette City Pool Reconstruction (rebid)

Project

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

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

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

Powder River Construction, Inc

May 20th, 2025

Contactore

Date

4001 E.

Address

Gillette

City

Wyoming

State

82718

Zip Code

[Signature]

Signed by

Project Manager

Title

Subscribed and sworn to before me this 7 day of May, 2025

[Signature]

Notary Public

My Commission Expires:

SHIRLEY NYHUS - NOTARY PUBLIC
State of Wyoming
Commission ID # 121531
My Commission Expires May 27, 2029

**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project: Gillette City Pool Reconstruction (rebid)

Project No.: 23EN05

Date of Contract: July 19, 2023

Owner: City of Gillette

Contractor: Powder River Construction, Inc

Engineer: Interstate Engineering, Inc

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

May 20th, 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 7 day of May, 2025

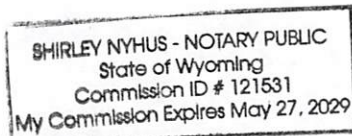
Powder River Construction, Inc.
CONTRACTOR (COMPANY NAME)

Sam Larson Project Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Sam Larson,
this 7 day of May, 2025

Witness my hand and official seal



My commission Expires:

Shirley Nyhus
Notary Public

CITY OF GILLETTE

(Name), Mayor

Date

(S E A L)
ATTEST:

(Name), City Clerk

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Gillette City Pool Reconstruction (rebid)

Project No.: 23EN05

Owner: City of Gillette

Date of Contract: July 19, 2023

Contractor: Powder River Construction, Inc

This Certificate of Substantial Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

May 20th, 2025
Date of Substantial Completion

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

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

 X Amended Responsibilities
 Not Amended

Owner's Amended Responsibilities:

Accept operation of the aquatics facility after the Council accepts substantial completion.

Contractor's Amended Responsibilities:

Complete all the punch list items outlined on the attached form.

The hydrostatic relief valve must be installed before winterization after 2025 swim season.

The sub grade below the swimming pool tank was saturated during the filling of the pool the decks, pool tank and the slope east of the pool must be monitored monthly by the contractor for 1 year and any settlement must be corrected by the Contractor under the warranty period clause.

The expansion joint between the ribbon slab and the concrete deck which could result in heaving/cracking and spalling due to temperature induced differential movement the Contractor will monitor monthly or 1 year and corrected by the contractor under the warranty period clause

DESIGN STANDARDS
Project Forms
Page 20 of 28

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

The punch list of work items left to be addressed by May 20th, 2025.

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

DATED this 20th day of May, 2025

Powder River Construction, Inc.

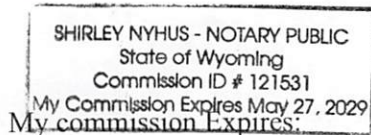
CONTRACTOR (COMPANY NAME)

Sam Larson Project Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Sam Larson,
this 7 day of May, 2025

Witness my hand and official seal



Shirley Nyhus
Notary Public

CITY OF GILLETTE

(Name), Mayor

Date

(SEAL)
ATTEST:

(Name), City Clerk

Gillette Swimming Pool Punchlist					
Item	Description	Responsibility	Date Completed	By	PRC Sign Off
	Left (east) privacy partition door in women's locker area is damaged.	Arc Spec			
	Fill Pool	City	4/30/2025	City	SL
	Permanent Locks	City			
	Landscape around tree (along deck).	City			
	Clean parking lot.	City	4/22/2025, 4/30/2025	City, PRC	SL
	Deck equipment install.	City, PCA			
	Bring double cleanout down to grass level.	DRM, PRC	4/11/2025	DRM	SL
	Startup Irrigation System	G&G			
	Slope seeding (west hillside, north hillside, area north of bathhouse and area west of mechanical building).	G&G			
	Cleanup area outside fence alongside mow strip (pick up debris, concrete, trash, and spread remaining topsoil).	G&G, PRC	4/24/2025	G&G	SL
	Complete the handwash sink.	Longs	3/25/2025	Longs	SL
	Lock MB louvers open.	Longs	4/11/2025	Longs	SL
	Peel off shower cover stickers (men's/women's communal shower).	Longs	4/10/2025	Longs	SL
	Fill around gas line at mechanical building pipe entry location.	Longs	4/10/2025	Longs	SL
	Concessions Handwash Sink Heat Shield	Longs	4/15/2025	Longs	SL
	Means to winterize water service	Longs, PCA	4/10/2025	Longs	SL
	Evaluate pool for potential damage prior to painting.	PCA	4/7/2025	PCA	SL
	Pool Paint Submittal	PCA	2/11/2025	PCA, PRC	SL
	Pool Painting Submittal	PCA	1/27/2025	PCA, PRC	SL
	Paddock pipe repair letter	PCA	4/30/2025	Paddock	SL
	Test and Startup of all equipment in mechanical room	PCA			
	Provide proof that a strainer was installed. Provide O&M manual for UV showing strainer configuration, operation and maintenance procedure.	PCA	2/6/2025	PCA, PRC	SL
	Raypak Pipe and Valve Suitability Letter	PCA			
	Startup and Winterization Training on ALL Aquatic Components	PCA			
	Finish Water Slide	PCA			
	Remediate the recirculation gutter grate gaps.	PCA	5/1/2025	PCA/Paddock	SL
	Brace boiler supply piping.	PCA	3/21/2025	PCA	SL
	Plumb T&P for boiler per building inspection.	PCA	4/16/2024	PCA	SL
	Extend backwash line @ air gap per building inspection.	PCA			
	Filter overflow pipe – verify elevation.	PCA	Fall 2024	PCA	SL
	MB floor grate hole fix.	PCA	4/22/2025	Turner	SL
	Sheetrock repair and clean – Progressive.	PCA	3/21/2025	PCA	SL
	Depth markers.	PCA	4/9/2025	PCA	SL
	Testing and Startup of ALL Aquatic Components	PCA			
	Acid Line - Install Drain at low spot	PCA	4/9/2025	PCA	SL
	Clean Buildings	PRC			
	Final Site Cleanup	PRC	4/30/2025	PRC	SL
	Record Drawings and O&Ms	PRC			
	Project Paper Work	PRC			
	Paint bath house.	PRC	4/15/2025	Raisley, PRC	SL
	Paint shower stalls.	PRC	3/25/2025	Raisley, PRC	SL
	Repair the concessions hole in ceiling.	PRC	3/25/2025	Raisley, PRC	SL
	Install the chemical closet door hardware.	PRC	4/21/2025	PRC	SL
	Ceiling insulation in MB.	PRC	4/28/2025	PRC	SL
	Bathhouse block repairs (outside men's/women's shower room entrances).	PRC	4/29/2025	Arc Stone	SL
	Install Shade structure and slide canopies.	PRC	4/24/2025	PRC	SL
	Grind old bench connections down (men's/women's locker areas).	PRC	4/24/2025	PRC	SL
	Patch deck spalls.	PRC	4/29/2025	PRC	SL
	Re-attached handicap bathroom sign in bathhouse.	PRC	4/15/2025	City	SL

IE Comments

Parking lot had been cleaned by the City and re-painted. PRC re-cleaned the lot on 4/30/25.

Line is prepped to blow out in winter. IE and City observed on 4/15/25.

Received verbal confirmation from Logan (Paddock) this was not a problem.

IE had conversation with Progressive and PRC about this on 4/15/25, showing proof of strainer install.

PCA assured IE and the City this was verified during install last fall.

Blocks are installed. Still need stained.

	Repair bathhouse block around drinking fountain.	PRC	4/29/2025	PRC	SL
	Glue Down Rope Fence Bases	PRC	4/24/2025	PRC	SL
	Install Privacy Stall Benches	PRC	4/24/2025	PRC	SL
	Pickup Temporary Heater	PRC	4/15/2025	PRC	SL
	Mechanical Building Ceiling Repair	PRC	4/29/2025	PRC	SL
	Grout and Caulk Cold Storage Door	PRC	4/29/2025	Arc Stone	SL
	Cut shelter post expansion material	PRC	4/24/2025	PRC	SL
	Concrete collars at cleanouts	PRC			
	Change order price for feature sump steps	PRC	4/22/2025	PRC	SL
	Check all door closers - MB back door - adjust closer	PRC	4/30/2025	PRC	SL
	Install feature sump steps	PRC			
	Rubber mat at pool side filter room door	PRC			
	City & State inspections	PRC, City			
	Clean tape residue from gutter	PRC, PCA			
	Finish painting bathhouse doors and windows.	Raisley	4/16/2025	Raisley	SL
	Remove excess white paint from window frame in office area.	Raisley	4/14/2025	Raisley, PRC	SL
	New panel label concessions.	Tucker	4/11/2025	Tucker	SL
	Finish electrical in MB.	Tucker	4/4/2025	Tucker	SL
	Power to shade structure.	Tucker	4/22/2025	Tucker	SL
	Several lights in bathhouse not working...check status.	Tucker	4/8/2025	Tucker	SL
	Fix Conduit in Mechanical Room	Tucker	4/8/2025	Tucker	SL
	Disconnect Temporary Heater	Tucker	4/11/2025	Tucker	SL
	Fix rust on stainless steel gate.	Western	4/29/2025	Western	SL
	Caulk joints along tower waterslides.	PRC			
	Sand-off abrasions on tower waterslide handles (at slide entrances)	PRC			
	Procure feature sump platform and steps (per FAR 29)	PRC			
	Deck/pool/side-hill monitoring (due to saturation from no hydrostatic relief valve)	PRC			
	Install hydrostatic relief plug in each main drain	PRC			
	Monitoring of joint between ribbon and deck slabs	PRC			
	Caulk concrete joint (on deck) near stainless steel wingwall on east side of zero-depth	PRC			
	Additional straw wattles on eastern hillside in potential seepage area.	PRC			

FAR Approved

Tape was nearly cleared off. PRC and PCA to further clean gutter face (lots of concrete and grout splatters).

WARRANTY

(Contractor)

Powder River Construction, Inc hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Gillette City Pool Reconstruction (rebid) FOR A PERIOD OF One Year FROM THE DATE OF SUBSTANTIAL AND FINAL COMPLETION.

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

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

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

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

DATED this 20th day of May, 2025

Powder River Construction, Inc

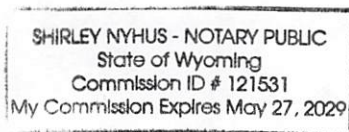
CONTRACTOR (COMPANY NAME)

Sam Larson Project Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Sam Larson,
this 7th day of May, 2025

Witness my hand and official seal



My commission Expires:

Shirley Nyhus
Notary Public

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

Council Consideration of a Professional Services Agreement for the City of Gillette Zoning Ordinance Diagnostic, with Verdunity, in the amount of \$34,990.00 (General Fund).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for the City of Gillette Zoning Ordinance Diagnostic, with Verdunity, in the amount of \$34,990.00 (General Fund).

CASE BACKGROUND:

The Agreement is to review and make recommendations for the existing Zoning Ordinance for the City of Gillette. With the adoption of the Comprehensive Plan on April 15, 2025, it is important to reexamine the regulatory documents that staff utilized daily to carry out Council's vision.

SCHEDULE: This project is anticipated to begin June 2025 and last for 8 weeks.

STAFF RECOMMENDATION:

Staff recommends approval.

ACTUAL COST VS BUDGET:

Actual Cost - \$34,990 vs. Budget - \$45,000

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Zoning Diagnostic Contract](#)

April 30, 2025

Meredith Duvall
City Planning & Code Compliance/Zoning Administrator
City of Gillette, WY

Reference: Proposal for Professional Consulting Services – Zoning Ordinance Diagnostic and Associated Services

Ms. Duvall,

Congratulations on the adoption of your new Comprehensive Plan! It's been a pleasure working with you and the rest of the community on that effort. As a next step, you have requested a proposal for our team to complete a diagnostic of your Zoning Ordinance and associated standards. Details of our proposal are outlined below.

PURPOSE AND NEED

The City of Gillette (City/CLIENT) adopted a new Comprehensive Plan earlier this month. One of the key recommendations coming out of that process is to reexamine the regulatory documents staff use daily to approve or deny proposed development projects and design infrastructure – important tools that can either help or hinder the advancement of the Plan's new vision, principles, and priorities.

The City recognizes the importance of aligning its regulatory tools with the newly adopted Comprehensive Plan. To this end, the CLIENT asked Verdunity (VU) to prepare proposals for assistance with four key tasks: (1) Zoning Ordinance Diagnostic, (2) Subdivision Ordinance Diagnostic, (3) Engineering Design & Construction Standards Diagnostic, and (4) Creation of a Unified Development Code (UDC) that addresses items identified in the Diagnostics. This proposal is specifically for the Zoning Diagnostic, with options to amend the contract for the other two diagnostics at the City's discretion. The UDC is a larger endeavor and would be done as a completely separate contract once the diagnostics are completed.

This document includes three attachments: A, a detailed scope of services; B, a detailed schedule, and C, Parties' Combined Terms & Conditions. Attachment C shows VU's standard language, and everything modified to work in CLIENT'S desired terms is shown in red for your review.

APPROACH

Verdunity is a Texas-based, award-winning community consulting firm that helps city leaders align vision, policy, and investments with what residents are willing and able to pay for so that you can:

- ✓ Improve your city's fiscal health and close your resource gap;
- ✓ Make meaningful progress right now with the resources you have; and
- ✓ Cultivate a local economy and neighborhoods that are vibrant, diverse, and resilient.

Our modeling approach and associated services help city leaders and residents to better understand the relationship between growth and development patterns, property tax revenues, and long-term infrastructure and service costs – including understanding how to generate additional tax revenue without having to raise the tax rate. This information can be used to inform future land use and zoning decisions, economic development and housing incentives, capital improvement programs, service delivery optimization efforts, grant applications, and more.

VU will leverage our familiarity with the Comprehensive Plan and extensive experience in municipal code development and administration to provide valuable insights aimed at making the City's regulatory tools more user-friendly and efficient for staff, developers, and citizens. The scope of this project includes the following:

1. **Zoning Ordinance Diagnostic** – VU will conduct a comprehensive review of the current zoning ordinance and provide a detailed report identifying issues in the following areas:
 - Alignment with the Comprehensive Plan: VU will pinpoint areas where the ordinance conflicts with or does not fully support the newly adopted Comprehensive Plan including any policy-related obstacles to fiscally sustainable development patterns.
 - Structure and Organization: VU will assess the structure and organization of the ordinance and provide recommendations for improvements.
 - Content Clarity and Graphics: VU will provide an evaluation of visual aids and the clarity and user-friendliness of the code.
 - Process Issues: VU will review the existing processes and procedures within the code and make recommendations on ways to improve and streamline them.

A detailed outline of the scope and deliverables is included as **Attachment A**.

SCHEDULE

The estimated timeline to complete the three diagnostics is a total of **6-8 weeks** once the contract is finalized and the notice to proceed is issued by CLIENT. The actual timeline will be dependent on the time required to get responses and review comments from staff.

YOUR INVESTMENT

We are proposing to complete the Zoning Ordinance Diagnostic (described in Attachment A - Scope of Services) for a total of \$34,190. An additional not-to-exceed amount of \$800 is requested to be set aside for reimbursable expenses incurred by the consultant, including any printing and material production costs. **The total value for labor and expenses combined is \$34,990.**

Billing will occur monthly, in accordance with the schedule outlined in Attachment B – Detailed Schedule. Each monthly invoice will be accompanied by a progress report outlining the work completed to date, the tasks planned for the upcoming month, and any critical items that may require staff involvement.

Electronic payment is preferred. If CLIENT has this capability, we will provide bank account information, and any other information required to allow for this method of payment. Otherwise, payments can be mailed to:

Verdunity, Inc.
2931 Ridge Rd, Ste 101, #670
Rockwall, TX 75087

TERMS OF ENGAGEMENT

This proposal is valid for a period of 30 days from today's date. This information was prepared specifically for CLIENT and its designated representatives and may not be provided to others without VU's written permission. Work will be completed using the combination of CLIENT's and VU's standard contract terms, which are attached. Acceptance of this proposal indicates the CLIENT's review and understanding of the scope of services, fee and terms.

If you have any questions about this proposal, please give me a call at 214-425-6720, or email me at kevin@verdunity.com. We look forward to continuing our partnership in Gillette!

Respectfully Submitted,

VERDUNITY, Inc.

Texas Registered Engineering Firm F-13496

A handwritten signature in black ink that reads "KEVIN SHEPHERD". The letters are in all caps and have a cursive, slightly stylized appearance.

Kevin Shepherd, P.E.

Founder & CEO

Project Principal

Attachment A – Scope of Services

Attachment B – Detailed Schedule

Attachment C – Parties' Combined Terms & Conditions

ATTACHMENT A – SCOPE OF SERVICES

Zoning Diagnostic

BASIC SERVICES

The general objective of this project is to create a diagnostic report for the City's zoning ordinance. Specific tasks and deliverables are outlined below.

PROJECT MANAGEMENT – VU will hold progress meetings/calls with city staff and the project team throughout the duration of the project to discuss progress, get feedback, and coordinate next steps. Invoices will be submitted monthly along with a progress report summarizing work completed, upcoming tasks, and anything requiring assistance from staff.

- Progress & Coordination Calls w/ Staff (as needed)
- Internal Team Coordination
- Progress Report (monthly, via mail)
- Invoices (monthly, submitted via email)

TASK 1 – ZONING ORDINANCE DIAGNOSTIC

PH 1: DATA ASSEMBLY – This task includes efforts related to research, data collection, and coordination.

1.1 Data Collection and Review – Verdunity (VU) will obtain and review available information relevant to the diagnostic. Information we would like to review will include, but not be limited to:

- Existing zoning ordinance
- Proposed amendments to the zoning ordinance
- Past amendments to the zoning ordinance
- Minute records from relevant Planning & Zoning and City Council meetings
- A list from staff of 5-8 high level priorities for the zoning ordinance diagnostic to use as a lens for the review

1.2 Detailed Analysis of Collected Documents – VU will spend most of this project performing a detailed review and careful analysis of all elements of the zoning ordinance in a linear fashion. Analysis will focus on the following key areas:

- Alignment with the Comprehensive Plan: VU will pinpoint areas where the ordinance conflicts with or does not fully support the newly adopted Comprehensive Plan including any policy-related obstacles to fiscally sustainable development patterns.
- Code Structure and Organization: VU will assess the structure and organization of the ordinance and provide recommendations for improvements.
- Content Clarity and Graphics: VU will provide an evaluation of visual aids and the clarity and user-friendliness of the code.
- Process Issues: VU will review the existing processes and procedures within the code and make recommendations on ways to improve and streamline them.

PH 2: DIAGNOSTIC REPORT FORMULATION – The objective of this task is to produce and deliver a written (digital) report product for the City's use moving forward.

2.1 Report Production – Compose, edit, and finalize a comprehensive report addressing all the aforementioned items. Report will include citations for clarity when referring to the existing code, and suggestions will be included, along with rationale for why suggested changes should be made.

2.2 Report Delivery – Package and provide a .pdf report including any hyperlinks, images, and references deemed necessary for completeness and clarity.

ADDITIONAL (OPTIONAL) SERVICES

At the City's discretion, this contract may be amended to expand the diagnostic to include the subdivision ordinance and engineering design and construction standards. The scope and deliverables for both of these would be similar to that proposed for the Zoning Ordinance Diagnostic included in Basic Services. If requested, Verdunity can provide a more detailed scope, fee, and schedule for one or both of these services.

- **Add Option A – Subdivision Ordinance Diagnostic**
 - Primary Deliverable: Diagnostic Report
 - Fee: \$38,000
 - Schedule: 4-6 Weeks
- **Add Option B – Engineering Design & Construction Standards Diagnostic**
 - Primary Deliverable: Diagnostic Report
 - Fee: \$49,000
 - Schedule: 4-6 Weeks

END OF SCOPE

ATTACHMENT B – DETAILED SCHEDULE

Zoning Diagnostic

June 1	Notice to Proceed (assumes Council approval at 5/20 CC meeting)
Week 1	CLIENT provides any requested documents (see Att A, 1.1) to VU CLIENT & VU have virtual kick-off meeting
Weeks 2	VU reviews all documents provided in detail
Weeks 3 through 4	VU completes detailed analysis of zoning ordinance
End of Month 1	VU provides progress report and invoices CLIENT
Week 5	VU produces draft diagnostic report
Week 6	CLIENT provides written comments on draft diagnostic report
Week 7	VU incorporates CLIENT comments into final report
Week 8	VU delivers final report to CLIENT
End of Month 2	VU provides final progress report and invoices CLIENT



ATTACHMENT C – PARTY’S COMBINED TERMS & CONDITIONS
VERDUNITY, Inc. (CONSULTANT) & City of Gillette (OWNER)
Zoning Ordinance, Subdivision Ordinance and Engineering Design and
Construction Standards Diagnostics – City of Gillette, Wyoming

1. STANDARD OF PERFORMANCE

The standard of care for all professional planning, engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT’S profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT’S services.

2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for claims to the extent caused by CONSULTANT negligent acts, errors or omissions. This indemnity is subject to and limited by the provisions agreed upon by the OWNER and CONSULTANT in the limitation of liability section of this agreement.

CONSULTANT shall indemnify, hold harmless, and defend the OWNER, its members of the governing body, directors, officers, agents, representatives, and employees from and against all injuries, 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: (a) the acts, errors, omissions, conduct, or operations of CONSULTANT or any of its officers, sub-contractors, agents, or employees; (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations. 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. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by CONSULTANT are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT’S experience and qualifications and represents its judgment as an

experienced and qualified professional engineer. However, since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, CONSULTANT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost CONSULTANT prepares.

4. CONTROLLING LAW

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.

5. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including project objectives, constraints, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Plans, Maps or other data which are to be incorporated into the project. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional planning, engineering and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

6. SUCCESSORS AND ASSIGNS

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 and permitted assigns.

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

7. TERMINATION OF AGREEMENT

Either part (OWNER or CONSULTANT) may terminate the Agreement, in whole or in part, and for any reason (with or without cause), by giving thirty (30) days written notice. An equitable pro rata fee will be negotiated to cover work or partial work (services and expenses associated with the project) done up to the effective date of the termination.

Each payment obligation of 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 CONSULTANT, the Agreement may be terminated by OWNER at the end of the period for which the funds are available. OWNER shall notify CONSULTANT at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to OWNER in the event this provision is exercised, and 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 will not be construed to permit OWNER to terminate this Agreement to acquire similar services from another party.

8. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

If any part of this 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.

9. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make prompt payments in response to CONSULTANT 's invoices. Where applicable, CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT 's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one- and one-half percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within **forty-five (45)** days from the date

of the invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

10. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

11. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

12. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

13. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. **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.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

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

14. LIMITATION OF LIABILITY

CONSULTANT and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including CONSULTANT's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of the CONSULTANT's Professional Liability coverage or the total compensation received by CONSULTANT hereunder.

15. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

16. STATUTE OF LIMITATIONS

The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within two years of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that two-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

17. INDEPENDENT CONTRACTOR

CONSULTANT shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the OWNER for any purpose. CONSULTANT shall assume sole responsibility for any debts or liabilities that may be incurred by CONSULTANT 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 CONSULTANT or its agents and/or employees to act as an agent or representative for or on behalf of the OWNER or to incur any obligation of any kind on the behalf of the OWNER. CONSULTANT agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to OWNER employees will inure to the benefit of CONSULTANT or CONSULTANT'S agents and/or employees as a result of this Agreement.

18. 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.

19. THIRD PARTY BENEFICIARY RIGHTS

The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement operate only between the parties to this Agreement and inure solely to the benefit of the

parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

20. TITLE NOT CONTROLLING

Titles of paragraphs are for reference only and may not be used to construe the language in this Agreement.

21. GOVERNMENTAL IMMUNITY

OWNER does not waive governmental immunity by entering into this Agreement and, unless specifically and expressly waived, OWNER 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), OWNER does not intend to retain immunity in actions based on contract under this provision.

22. FORCE MAJEURE

Neither OWNER nor CONSULTANT will 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 becomes 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 will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

Council Consideration of a Professional Services Agreement for the Design, Bidding and Construction Management Services Associated with the Heritage Village Playground Renovations Project to Second Nature Consulting, in the Amount of \$68,988.00 (1% Project).

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for the Design, Bidding and Construction Management Services Associated with the Heritage Village Playground Renovations Project to Second Nature Consulting, in the Amount of \$68,988.00 (1% Project).

PROJECT NUMBER:

25EN28

CASE BACKGROUND:

The Heritage Village Playground Renovations project represents the fifth phase of the implementation of the Park Playgrounds Master Plan developed by the City of Gillette and Russell + Mills Studios of Fort Collins, Colorado. The project scope will include a complete demolition of the existing playground structures and associated play area and installation of new playground equipment and associated structures, including earthwork, concrete surfacing, concrete curb, landscape enhancements and associated irrigation improvements.

This project is partially funded through a Land and Water Conservation Fund grant in the amount of \$450,000 secured by the City of Gillette as a 50/50 cost share for the project costs. The remaining match of \$450,000 was allocated in FY2025 with the Optional 1% Fund.

Procurement Process:

A Request for Proposals for Design, Bidding and Construction Management Services was publicly advertised between March 11th and April 8th of 2025. The City of Gillette received five (5) proposals at 4:00PM on April 15th which are summarized below:

Responding Firm	Proposed Total Cost not to Exceed
Second Nature Consulting	\$68,988.00
Tallgrass Landscape Architecture	\$71,317.00
DHM Design	\$89,458.00
RVi Planning + Landscape Architecture	\$91,930.00
Steiner Thuesen, PLLC	\$107,982.30

Proposals were reviewed by a committee of City of Gillette staff representing the Parks, Finance and Engineering Divisions. All submitted proposals were found to meet the minimum requirements of the request and provided all required documentation.

ACTUAL COST VS BUDGET:

Actual cost: \$68,988.00; Budgeted Amount \$900,000 (\$450,000 1% Fund/\$450,000 LWCF Grant)

STAFF REFERENCE:

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

ATTACHMENTS:

[25EN28-Agreement](#)

[25EN28-Vicinity Map](#)



**Agreement Between Owner and Engineer
for
Heritage Village Park Playground Renovations
Design, Bid and Construction Management Services
25EN28**

Owner

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

Engineer

*KSLA Corp
DBA Second Nature Consulting
2722 3rd Ave. N. #230
Billings, MT 59101*

Fee Summary

Exhibit C2.01: Basic Services (LS)	
a. Preliminary Design Phase	\$25,770.00
b. Final Design Phase	\$14,580.00
c. Bidding Phase	\$5,920.00
d. Construction Phase	\$20,000.00
e. Post-Construction Phase	\$2,718.00
Total Original Contract:	\$68,988.00

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

THIS IS AN AGREEMENT effective as of May 20th, 2025 ("Effective Date") between
City of Gillette ("Owner") and
KSLA Corp, DBA Second Nature Consulting ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Heritage Village Playground Renovations Project (25EN28)
("Project").

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

Engineer's services under this Agreement are generally identified as follows: Design, Bid, and CA services to improve the playground equipment area of Heritage Village Playground

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

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

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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 Law¹

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

¹ See Special Provision #1

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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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 by Engineer*²

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

² See Special Provision #2

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*³

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

³ See Special Provision #3

⁴ See Special Provision #4

performed by the Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Engineer and/or the Contractor at the earlier possible time of the services which will or may be affected by a shortage of funds. NO penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
 32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
 33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Gillette

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

Address for Owner's receipt of notices:
201 E 5th St.
Gillette, WY 82716

Designated Representative (Paragraph 8.03.A):
Tobias Payne Fiske, CAPM
Title: Project Manager
Phone Number: C: (307) 228-0077
O: (307) 686-5271
E-Mail Address: tobyf@gillettewy.gov

Engineer: KSLA Corp, DBA Second Nature Consulting

By: 
Print name: Erik Sweet
Title: Partner
Date Signed: May 2, 2025

Engineer License or Firm's Certificate No. (if required):
LA-0293C
State of: Wyoming

Address for Engineer's receipt of notices:
2722 3rd Ave N. #230
Billings, MT 59101

Designated Representative (Paragraph 8.03.A):
Neil Kiner
Title: Partner
Phone Number: C: (406) 850-0461
O: (406) 647-0205
E-Mail Address: neil@secondnature.consulting

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 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 Preliminary Design Phase

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Initiate project kick-off meeting with city staff to align expectations, revisit the existing master plan, and set measurable goals.
3. Schedule and plan a public input meeting to solicit ideas, feedback, and priorities directly from Gillette families, caregivers, and children. This input may be gathered via social media platforms, QR codes for internet surveys, and/or in-person community outreach.
4. 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.
5. 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.
6. Visit the Site as needed to prepare the Preliminary Design Phase documents.
7. Arrange for geotechnical exploration of the site and a written recommendations for structural engineering elements that occur within the boundaries of the project site.
8. 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.

Exhibit A – Engineer's Services

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9. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 10. 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.
 11. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Provide a 50% level Project Manual & Plan Set. This includes:
 - 1) Preliminary concept and construction drawings of new playground equipment.
 - 2) Preliminary Utility Design – connection to existing water service point.
 - 3) Preliminary drainage improvements.
 - 4) Preliminary striping and parking area improvements
 - 5) Identify impacted other known utilities – gas, electric, communication, etc...
 - 6) Geotechnical Investigation
 - 7) Recommended Easements
 - 8) Evaluation of Necessary Permits
 - 9) 50% Engineer's Estimate of Construction Costs
 12. Furnish 1 electronic review copies of the Preliminary Design Phase documents, , and any other Preliminary Design Phase deliverables to Owner within TBD days of authorization to proceed with this phase, and review them with Owner. Within TBD days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 13. Revise the Preliminary Design Phase documents, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 electronic copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within TBD days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

Exhibit A – Engineer's Services

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A1.02 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 hardscape design that provides for ADA accessibility and inclusive play.
 4. Provide inclusive playground design elements and infrastructure.
 5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. 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.
 10. Perform or provide the following other Final Design Phase tasks or deliverables:

Exhibit A – Engineer's Services

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- a. Provide a 90% and Issued for Bidding level Project Manual & Plan Sets. This includes:
 - 1) Final Construction drawings of new playground equipment.
 - 2) Final Irrigation Plans
 - 3) Final Utility Design – connection to existing water service point.
 - 4) Final drainage improvements.
 - 5) Final striping and parking area improvements
 - 6) Identify impacted other known utilities – gas, electric, communication, etc...
 - 7) Geotechnical Investigation
 - 8) Recommended Easements
 - 9) Necessary Permits
 - 10) 90% Engineer's Estimate of Construction Costs
11. Furnish for review by Owner, its legal counsel, and other advisors, 1 electronic copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within TBD days of authorization to proceed with the Final Design Phase, and review them with Owner. Within TBD days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
12. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 electronic final copies of such documents to Owner within TBD 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.

Exhibit A – Engineer's Services

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- 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.

A1.03 Bidding or Negotiating Phase

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

Exhibit A – Engineer's Services

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9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

a. Manage the Bidding Process including:

- 1) Furnish an electronic copy of Bidding Documents
- 2) Run Pre-Bid Meeting
- 3) Answer Bidders' Questions
- 4) Issue any necessary addenda
- 5) Attend Bid Opening
- 6) Review and Recommend Bids for Recommendation of Award

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

A1.04 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

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

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Reserved.*

Exhibit A – Engineer's Services

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

Exhibit A – Engineer's Services

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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.

- c. Engineer shall provide on-site observation services through a resident project representative for 40 hours. Extra RPR hours beyond the budgeted hours from above are not included in this scope and fee.
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

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on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

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

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

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procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. Provide Closeout Documents:
 - 1) Any Permit Certificates of Substantial Completion
 - 2) Two (2) Hard Copies of Record Drawings (one bound and one unbound)
 - 3) One (1) Electronic Copy of Record Drawings (in PDF & DWG formats)
 - 4) One Electronic Copy of Closeout Report
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

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best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

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

A1.05 *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:
 - a. Provide the following documents:
 - 1) Notices of Warranty Work (if applicable)

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- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

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

Exhibit A – Engineer's Services

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

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

Exhibit A – Engineer's Services

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29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A – Engineer’s Services

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 2025.

Owner's Responsibilities

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

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

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

Exhibit B – Owner's Responsibilities

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

Exhibit B – Owner's Responsibilities

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

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

Exhibit B – Owner's Responsibilities

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

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 20, 2025.

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 \$68,988.00 based on the following estimated distribution of compensation:

a. Preliminary Design Phase	\$25,770.00
b. Final Design Phase	\$14,580.00
c. Bidding and Negotiating Phase	\$5,920.00
d. Construction Phase	\$20,000.00
e. Post-Construction Phase	\$2,718.00
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges)
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

COMPENSATION PACKET RPR-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 to be based upon part-time RPR services based on a total of 40 hours, over a TBD 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 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 1.1.

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.
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.

COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

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

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

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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

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

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 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:

8"x11" Copies/Impressions	\$ 0.15/page
Copies of Drawings	\$ 12/sq. ft.
Mileage (auto)	\$ 0.70/mile
Air Transportation	at cost
CAD Charge	\$ 85/hour
Laboratory Testing	at cost
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 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:*

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

Principal Landscape Architect:	\$175 per hour
Senior Landscape Architect:	\$150 per hour
Landscape Designer:	\$115 per hour
Graphic Designer:	\$95 per hour
Administrative:	\$85 per hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 2025.

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

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

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

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

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

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

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

11. *Records:*

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

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

Exhibit D - Resident Project Representative.

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

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 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.]



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: _____
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.

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

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 2025.

Reserved

This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2025

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

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

PRODUCER Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 Henry J Olszewski III		631-421-2424		CONTACT NAME: Intermarket Insurance Agency PHONE (A/C, No, Ext): 631-421-2424 FAX (A/C, No): 631-421-2004 E-MAIL ADDRESS: certificates@intermarketins.com	
INSURED KSLA Corp dba Second Nature Consulting 2722 3rd Ave North Ste 230 Billings, MT 59101				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Twin City Fire Insurance Co. NAIC # 29459	
				INSURER B: Hartford Fire Insurance Co 19682	
				INSURER C: Lloyds of London 15792	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			12SBABP4839	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			12SBABP4839	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	12WECBE1RNA	02/20/2025	02/20/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			PSN0140260760	02/20/2025	02/20/2026	Per Claim \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Gillette, WY is included as additional insured on a primary and non-contributory basis including ongoing and completed operations with a waiver of subrogation if required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

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

This is **EXHIBIT H**, consisting of 41 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 2025.

This Exhibit H hereby incorporates the LWCF Miscellaneous Certifications and Clauses, pages 1-13, into this document, as provided by Second Nature Consulting.

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

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

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

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

Please read the entire document before signing.

REGISTRATION WITH THE WYOMING SECRETARY OF STATE

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

CERTIFICATION OF SUSPENSION OR DEBARMENT

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

- I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?
YES () **NO (x)**
- II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years? **YES ()** **NO (x)**
- III. Has any interested party have a debarment pending? **YES ()** **NO (x)**
- IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?
YES () **NO (x)**
- V. If registered with SAM.gov, UEI: RX7TRHPJJXT9

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

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

SUSPENSION OR DEBARMENT LISTING

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

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION
N/A		

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

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

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

(I.) Bidder certifies that:

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

(II.) Further, the Bidder shall:

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

**DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

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

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

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

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

(Note: Add additional lines if needed.)

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

BUILD AMERICA BUY AMERICA REQUIREMENTS

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

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

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

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

Items may be grouped.

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

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

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

☐ Alternate form attached

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

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

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

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

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

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

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

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

- (I.) General.
- (A.) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Executive Order 11246 and Executive Order 11375, are set forth in Required Contract Provisions form FHWA-1273, and these certifications and clauses are imposed pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-

Aid Highway Act of 1968. The requirements set forth in these certifications and clauses constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

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

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

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

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

(II.) Equal Employment Opportunity Policy.

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

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

(III.) Equal Employment Opportunity Officer.

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

(IV.) Dissemination of Policy.

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

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

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

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

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

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

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

(V.) Recruitment.

(A.) The Bidder and all Subcontractors will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

(B.) The Bidder will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral

sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

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

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

(VI.) Personnel Actions.

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

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

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

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

(iv.) The Bidder will promptly investigate all complaints of alleged discrimination made to the Bidder in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Bidder will inform every complainant of all of his avenues of appeal.

(VII.) Training and Promotion.

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

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

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

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

(VIII.) Unions.

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

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

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

(iii.) The Bidder is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Bidder. The Bidder shall certify to the Project Sponsor the efforts made to obtain such information.

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

(IX.) Subcontracting

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

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

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

(X.) Records and Reports.

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

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

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

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

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

- (B.) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Project Sponsor and SPCR.
- (C.) The Bidder will submit an annual report to the Project Sponsor each July for the duration of the project. The annual report will include the numbers of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.
- (XI.) Other
- (A.) This project is subject to CFR 2 §200.322 Domestic preferences for procurements. Please note any exceptions in Build America Buy America section above.
- (XII.) SHPO: The property for this project was reviewed by the Wyoming State Historic Preservation Office which found that the documentation meets the Secretary of Interior's Standards for Archaeology and Historic Preservation (48 FR 44716-42). If any cultural materials are discovered during construction, work in the area shall halt immediately and the Sponsor shall be immediately notified. Work may not resume until approval is granted by SPCR.

The remainder of this page is intentionally left blank.

Federal Fund Notification

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

FAIN # P24AP01390**LWCF # 56-00963****CFDA # 15.916****BIDDER CERTIFICATION**

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

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

Bidder Name: Second Nature Consulting

Bidder Mailing Address: 2722 3RD Avenue North, Billings, MT 59101

Email: erik@secondnature.consulting

Phone Number: 425-766-9535

Printed Name of Bidder's Authorized Signatory: Erik J. Sweet,

Signature of Authorized Signatory: _____



Date: 04/15/2025

STATE OF WYOMING
Office of the Secretary of State

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that according to the records of this office,

KSLA Corporation
is a
Profit Corporation

formed or qualified under the laws of Wyoming did on January 8, 2025, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number 2025-001585836.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 25th day of March, 2025 at 11:34 AM. This certificate is assigned ID Number 083241020.



A handwritten signature in cursive script that reads "Chuck Gray".

Secretary of State

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 2025.

Reserved

This is **EXHIBIT J**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 2025.

Special Provisions

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

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

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

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

6.11 *Indemnification*

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

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

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

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

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

governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

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

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

- C. *Severability:* If any part of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the

Exhibit J - Special Provisions.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

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

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

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

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

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

1. *LWCF Misc Certs and Clauses*
2. *[List Add Additional Documents as Necessary]*

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

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

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 20, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: May 20, 2025

Owner: City of Gillette

Engineer: KSLA Corp, DBA Second Nature Consulting, PLLC

Project: Heritage Village Playground Renovations Project (25EN28)

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): _____

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

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

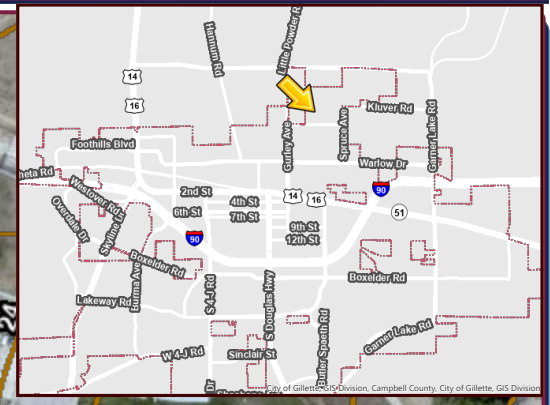
OWNER:

ENGINEER:

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

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

Heritage Village Playground Renovations-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 120 feet
1 inch equals 0.02 miles

December 19, 2024

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

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **May 20, 2025**

TITLE:

Council Consideration of a Contract Award for the ECSC Outdoor Workout Facility Project to Van Ewing Construction, Inc., in the Amount of \$273,579.23.

SUGGESTED ACTION:

I move for Approval of a Contract Award for the ECSC Outdoor Workout Facility Project to Van Ewing Construction, Inc., in the Amount of \$273,579.23.

PROJECT NUMBER:

24EN09

CASE BACKGROUND:

The project scope will include installation of outdoor workout stations located at the Sports Complex facility. Other related work will include earthwork, concrete surfacing, and landscaping.

This project will be partially funded (50%) through a Land and Water Conservation Fund grant secured by the City of Gillette and matched with General Fund monies allocated from fiscal year 2024 in the amount of \$137,500.

Installation of the outdoor workout station is anticipated to be completed over the summer and early fall of 2025.

The City of Gillette, Purchasing Division, collected proposals for this project on Tuesday, May 6th, 2025 at 10:00 A.M. A total of two proposals were received, both were regular and responsive proposals.

The below is the proposal opening results table summarizes the proposals received.

Bidder	Total Bid
Van Ewing Construction, Inc.	\$273,579.23
S & S Builders, LLC	\$293,788.00

Monies for this project have been budgeted and fully funded from the General Fund and an LWCF grant, in FY 2024.

ACTUAL COST VS BUDGET:

Actual Bid Amount \$273,579.23; Allocated Budget \$275,000.

STAFF REFERENCE:

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

ATTACHMENTS:

[Project Base MAP](#)

[ECSC Outdoor Workout Facility Conceptual Drawings](#)

PROPOSED OUTDOOR WORKOUT
FACILITY SITE WEST OF LOT "B".



GIRLS FASTPITCH AREA 1

BALLFIELD 3

BALLFIELD 4

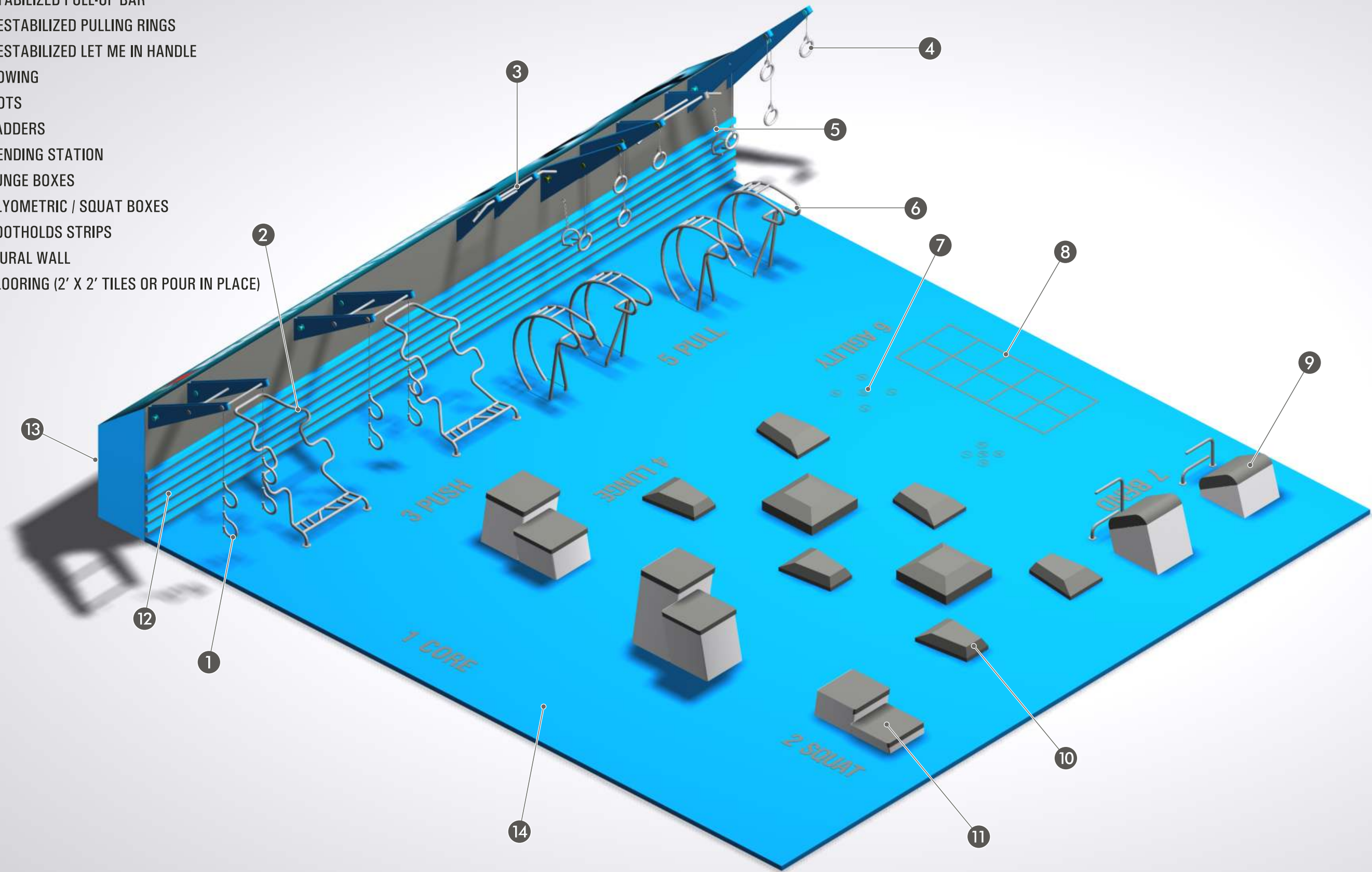
BLDG. 1 MEETING ROOM & RR

BALLFIELD 1

3400 S GARNER LAKE RD AKA TURF

3400 S GARNER LAKE RD AKA WPARK

- 1 DESTABILIZED PUSHING RINGS
- 2 STABILIZED FREEFORM PUSHING BARS
- 3 STABILIZED PULL-UP BAR
- 4 DESTABILIZED PULLING RINGS
- 5 DESTABILIZED LET ME IN HANDLE
- 6 ROWING
- 7 DOTS
- 8 LADDERS
- 9 BENDING STATION
- 10 LUNGE BOXES
- 11 PLYOMETRIC / SQUAT BOXES
- 12 FOOTHOLDS STRIPS
- 13 MURAL WALL
- 14 FLOORING (2' X 2' TILES OR POUR IN PLACE)



Body Weight Fitness

NOT FOR CONSTRUCTION

DATE 06.30.17

DESIGN NUMBER
565382

ARCHIVE NUMBER

SHEET FC 02

EQUIPMENT AND FLOOR MARKING LAYOUT

WALL WITH ATTACHED
WALL BRACKETS AND
PULL CHAINS

PUSH STATION
QTY 2

PLYO BOX 1

PLYO BOX 2

PLYO BOX 3
(TALLEST)

PLYO BOX 4

PLYO BOX 5

PLYO BOX 6
(SHORTEST)

PULL STATION RIGHT
QTY 2

PULL STATION LEFT
QTY 2

STATION NAME TEXT
QTY 7 STATION NAMES
(FLOOR MARKING)

LADDER PATTERN
(FLOOR MARKING)

DOTS PATTERN QTY 2
(FLOOR MARKING)

LUNGE STATION 1
QTY 2

LUNGE STATION 2
QTY 8

BEND STATION SHORT

BEND STATION TALL

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NOT FOR CONSTRUCTION



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **May 20, 2025**

TITLE:

Council Consideration of the Campbell County Coordinated Benefits Trust Agreement effective May 20, 2025.

CASE BACKGROUND:

Campbell County Coordinated Benefits Trust (CCCBT) was established 1998 when the City of Gillette, Campbell County School District, Campbell County Hospital District, and Campbell County (trustors), formed a trust for the purposes of enhanced negotiating power when acquiring employee benefits. This amendment formally acknowledges the withdrawal of Campbell County Hospital District.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[CC Coordinated Benefits Trust Agreement May 20, 2025](#)

**CAMPBELL COUNTY COORDINATED
BENEFITS TRUST AGREEMENT**

WHEREAS, the City of Gillette, P.O. Box 3003, Gillette, Wyoming 82717;
Campbell County School District, P.O. Box 3033, Gillette, Wyoming 82717;
Campbell County Hospital District, P.O. Box 3011, Gillette, Wyoming 82717; and
Campbell County, Wyoming, 500 S. Gillette Avenue, Gillette, Wyoming 82716;
duly organized political subdivisions of the State of Wyoming, hereinafter referred to as “Trustors”,
entered into an agreement in 1998 for the purpose of establishing a trust for the purposes set forth
herein; and,

WHEREAS, the Campbell County School District withdrew from participating in the
trust effective June 30, 2007; and,

WHEREAS, the Campbell County Hospital District withdrew from participating by way of letter
mailed to all parties May 9, 2024, effective July 1, 2024; and,

WHEREAS, Wyoming Statute §16-1-104 provides that any power, privilege or authority
exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with
any other agency having similar power, privilege or authority; and,

WHEREAS, Wyoming Statute §9-3-201 authorizes political subdivisions of the State of
Wyoming to obtain prepaid plans for insurance for life, health, accident or hospitalization for their
employees or for elected officials, and to enter agreements with prepaid plans for insurance
companies to provide such coverage; and,

WHEREAS, the City of Gillette and Campbell County, Wyoming desire to continue to join
together for the purpose of establishing a joint purchasing process for selecting benefit providers,
which programs will afford the Trustors greater ability to acquire all types of programs offering
lesser premium rates through joint negotiations and purchasing; and,

NOW, THEREFORE, Trustors hereby agree as follows:

1. TRUST DESIGNATION. Trustors hereby establish the “Campbell County Coordinated Benefits Trust”, hereinafter “the Trust”.

2. TRUST PURPOSE. The purpose of the Trust is to afford the Trustors the opportunity and ability to: 1) acquire insurance benefit coverage at competitive rates by pooling their collective purchasing power with insurance benefits for the benefit of the individual employees of the Trustors, 2) participate in educational opportunities, 3) participate collectively in professional memberships, and 4) participate in other activities as mutually agreed.

3. TRUSTORS COOPERATION. Each Trustor agrees with the others it will join in a uniform request for proposals. For proposal purposes, each Trustor further agrees to furnish records, reports and statistics as may be reasonably required to determine the Trustors’ potential cost for premium payments, coordination charges, and administrative costs, and to execute all standard forms and documents that may be required by companies selected to provide the desired coverage. Confidentiality of individual employees will not be compromised.

4. PROGRAM PURCHASES. The Trustors shall, by the action of resolution of their respective governing body, approve any program purchases. Any Trustor not approving a program purchase shall not be bound or in any way restricted by the actions of the other Trustors.

5. DESIGNATION OF TRUSTEES. The trust shall be administered with two co-trustees who are as follows:

City of Gillette – Director of Human Resources

Campbell County – Executive Director of Human Resources & Risk Management

Trustees shall annually appoint a chairperson and treasurer. Any two participating Trustees are authorized to sign checks on behalf of the Trust. The chairperson shall preside at all meetings of the Trust and have authority to sign any application for insurance or insurance

agreement following approval of the Trustees as evidenced by a majority vote. The chairperson shall have such other duties and responsibilities as shall be delegated by the Trust from time to time. The treasurer shall ensure that a true and accurate accounting of the financial transactions of the Trust is made and that such accounting is presented to and made available to the Trustees.

6. TRUSTEES' POWER. The powers of the Trustees shall be specifically limited to the following:

- A. Upon the receipt of a resolution from each of the respective governing bodies of the Trustors, and the receipt of the required funds, the Trustees shall enter into such agreements and pay the premiums thereon for the insurance approved by said resolution.
- B. The Trustees shall have no other power other than specifically provided herein unless such power is granted by specific resolution of the governing bodies of each respective Trustor.
- C. ACCOUNTING. The Trustees shall render a statement of account of the income and disbursements of the trust at least quarterly to the Trustors and at times as may be designated by agreement of the Trustors. The books and records of the Trustees are hereby designated public records and the Public Records Act shall apply. Trustees shall take those steps necessary to provide accounting procedures necessary to satisfy all audit requirements of the Uniform Municipal Procedures Act as it applies.

7. LIMIT OF LIABILITY. Each Trustor shall have no liability to the other Trustors except for making such payments to the Trustees as are required by the separate resolutions contemplated by this Trust Agreement.

8. TERM. This Agreement shall begin on the date of the last execution and shall be in full force and effect for one year thereafter. It shall be deemed to have been renewed automatically for successive yearly terms thereafter unless any of the Trustors sends all other Trustors a written notice of its intent to terminate the Agreement, mailed to the non-terminating Trustors by certified mail, return receipt requested, at least thirty (30) days prior to the beginning of the fiscal year.

9. AMENDMENTS. Trustors shall have the absolute right to amend or revoke this trust agreement in whole or in part at any time. Any amendment or revocation must be in writing and must be delivered to the Trustees and all other Trustors. Any amendment to this Agreement must be by written document executed by action of the governing body of each Trustor.

CITY OF GILLETTE

By: _____
Shay Lundvall, Mayor

Date: _____

Attest:

Alicia Allen, City Clerk

**BOARD OF COMMISSIONERS CAMPBELL
COUNTY, WYOMING**

By: _____
Kelley P. McCreery, Chairman

Date: _____

Attest:

Cindy Lovelace, Campbell County Clerk



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

Council Consideration of a Resolution to Amend Resolution No. 2356 Regarding the Methodology to Guide the Evaluation of Budget Requests from Outside Agencies and Social Service Agencies, and Establishing a Sunset Provision.

SUGGESTED ACTION:

I Move to Approve a Resolution to Amend Resolution No. 2356 Regarding the Methodology to Guide the Evaluation of Budget Requests from Outside Agencies and Social Service Agencies, and Establishing a Sunset Provision.

CASE BACKGROUND:

Resolution Amends Resolution 2356 to increase funding for Outside Agencies and Social Service Agencies from five percent (5%) to five-and-one-half percent (5.5%) of the revenues received from the "One Percent Tax." The funding calculation is based on five-and-one-half percent (5.5%) of the revenues received from the One Percent Tax from April 1, 2024 through March 31, 2025.

STAFF RECOMMENDATION:

I Move to Approve a Resolution to Amend Resolution No. 2356 Regarding the Methodology to Guide the Evaluation of Budget Requests from Outside Agencies and Social Service Agencies, and Establishing a Sunset Provision.

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Amendment to Resolution 2356 - FY26 Agency Funding](#)

RESOLUTION NO. _____

A RESOLUTION TO AMEND RESOLUTION NO. 2356 REGARDING THE
METHODOLOGY TO GUIDE THE EVALUATION OF BUDGET REQUESTS FROM
OUTSIDE AGENCIES AND SOCIAL SERVICE AGENCIES, AND ESTABLISHING A
SUNSET PROVISION

WHEREAS, the City of Gillette, on February 6, 2012, adopted Resolution 2356 which established a “Gillette Agency Funding Criteria” and a “Gillette Agency Budget Funding Process”; and

WHEREAS, the methodology included in Resolution 2356 states as follows:

The total funding for Outside Agencies and Social Service Agencies, except for requests for capital construction requests, shall not exceed 5% of the revenues received from the general purposes excise tax enacted pursuant to Wyoming Statute 39-15-203(a)(i), known as the *One Percent Tax*.

WHEREAS, the City of Gillette finds it necessary and appropriate to amend this language of Resolution 2356 as follows:

The total funding for Outside Agencies and Social Service Agencies, except for requests for capital construction requests, shall not exceed five-and-one-half percent (5.5%) of the revenues received from the “One Percent Tax.” *See* WYO. STAT. § 39-15-203(a)(i).

WHEREAS, the City of Gillette specifically seeks to limit the effect of this amendment to Resolution 2356 for the 2026 fiscal year, and for this Amendment to sunset on June 30, 2026; and

WHEREAS, the funding calculation is based on five-and-one-half percent (5.5%) of the revenues received from the One Percent Tax from April 1, 2024 through March 31, 2025.

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

1. Resolution No. 2356, adopted on February 6, 2012 is hereby amended to read as follows:

The total funding for Outside Agencies and Social Service Agencies, except for requests for capital construction requests, shall not exceed five-and-one-half percent (5.5%) of the revenues received from the One Percent Tax.

2. This Amendment shall be in full force and effect upon publication. The Amendment set forth herein shall continue in force and effect until June 30, 2026, at which time the funding allocation will revert back to 5%.

PASSED, APPROVED and ADOPTED this __ day of ____ 2025.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **May 20, 2025**

TITLE:

Council Consideration of a Resolution Approving and Authorizing the Resubdivision of Lot 1B of Block 7, of the Resubdivision of Lot 1 of Block 7, Copper Ridge Estates Phase 1, to be Known as Lots 1C through 1J of Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

SUGGESTED ACTION:

I move to Approve a Resolution Approving and Authorizing the Resubdivision of Lot 1B of Block 7, of the Resubdivision of Lot 1 of Block 7, Copper Ridge Estates Phase 1, to be known as Lots 1C through 1J of Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

PROJECT NUMBER:

PL2025-0010 4508 Westover Road

CASE BACKGROUND:

The applicant proposes to subdivide an existing 7.24-acre parcel into seven individual lots. The subject property is currently undeveloped. The smallest of the proposed lots, designated as Lot 1C, encompasses 0.46 acres, while the largest, Lot 1F, comprises 1.5 acres.

The property located at 4508 Westover Road is currently zoned R-4, Multi-Family Residential. In accordance with the R-4 zoning district standards, the minimum lot size for a single-family dwelling is 6,000 square feet (approximately 0.137 acres), with reduced area requirements applicable to multi-family dwellings on a per-unit basis. Additionally, the minimum lot width is 50 feet. All proposed lots meet or exceed these zoning requirements.

Pursuant to the City of Gillette Subdivision Regulations for residentially zoned properties, installation of water and sanitary sewer services to each lot is required prior to the filing of the final plat. The cost of these improvements shall be the responsibility of the developer. Access to City utilities—including water, sanitary sewer, and electric—is readily available along Westover Road.

This case was approved by the Planning Commission at their May 13, 2025, meeting with a vote of 4/0.

STAFF RECOMMENDATION:

Staff recommends approval, subject to all Planning Requirements.

STAFF REFERENCE:

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

ATTACHMENTS:

[Resolution](#)

[Vicinity Map](#)

[Planning Requirements](#)

[Resub Lot 1B Copper Ridge Final Plat](#)

[Planning Commission Minutes - May 13, 2025](#)

RESOLUTION NO.

**A RESOLUTION APPROVING AND AUTHORIZING THE
MINOR SUBDIVISION OF LOT 1B OF BLOCK 7, OF THE
RESUBDIVISION OF LOT 1 OF BLOCK 7, COPPER RIDGE
ESTATES PHASE 1; TO THE CITY OF GILLETTE,
WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.**

WHEREAS the Final Plat of the Resubdivision of Lot 1B of Block 7, of the Resubdivision of Lot 1 of Block 7, Copper Ridge Estates Phase 1 to be known as Lots 1C through 1J of Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming has been approved by the City of Gillette Planning Commission by a majority of its members on May 13th, 2025, with Planning Requirements.

WHEREAS the recording of the Resubdivision of Lot 1B of Block 7, of the Resubdivision of Lot 1 of Block 7, Copper Ridge Estates Phase 1 to be known as Lots 1C through 1J of Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming; with the Campbell County Clerk and Ex-Officio Recorder of Deeds, is subject to meeting all Planning Requirements approved by the Planning Commission on May 13th, 2025.

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

the Final Plat of the Resubdivision of Lot 1B of Block 7, of the Resubdivision of Lot 1 of Block 7, Copper Ridge Estates Phase 1 to be known as Lots 1C through 1J of Block 7, Copper Ridge Estates Phase 1; to the City of Gillette, Wyoming, has been approved by the City of Gillette, Wyoming as prepared by PCA Engineering, signed by Sheila M Slocum, Professional Land Surveyor, Wyoming Registration Number 15542, is hereby approved for filing with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

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

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Minor Subdivision Vicinity Map



CITY OF GILLETTE

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

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THE INFORMATION CONTAINED THEREIN.



1 inch equals 167 feet

1 inch equals 0.03 miles

April 15, 2025

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

PL2025-0010 | Minor Subdivision | 4508 Westover Rd

Planning Requirements

1. In accordance with subdivision regulations, water and sanitary sewer service connections must be installed to each lot prior to the recording of the final plat with the Campbell County Clerk's Office.
2. All comments from the staff review process shall be addressed.

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED PREFERRED PARTNERS LLC, 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 LOT 1B, BLOCK 7 COPPER RIDGE ESTATES PHASE 1, A RESUBDIVISION OF LOT 1, BLOCK 7 COPPER RIDGE ESTATES PHASE 1, LOCATED IN THE S1/2 SECTION 19, T50N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1B, BLOCK 7 COPPER RIDGE ESTATES PHASE 1 AND CONTAINS AN AREA OF 7.241 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:

PREFERRED PARTNERS, LLC - JAY JOHNSON, CEO, CODE 3 ASSESTS, LLC, MANAGER OF PREFERRED PROPERTIES, LLC

STATE OF WYOMING)
)SS.
CAMPBELL COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

____ DAY OF _____ A.D., 20____, BY PREFERRED PARTNERS, LLC - JAY JOHNSON, CEO, CODE 3 ASSESTS, LLC, MANAGER OF PREFERRED PROPERTIES, LLC, 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 _____

SUBDIVISION PURPOSE

THIS IS THE RESUBDIVISION OF LOT 1B, BLOCK 7 COPPER RIDGE ESTATES PHASE I, TO BE KNOWN AS LOTS 1C, 1D, 1E, 1F, 1G, 1H & 1J, BLOCK 7 OF COPPER RIDGE ESTATES PHASE I.

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF LOT 1B, BLOCK 7 COPPER RIDGE ESTATES PHASE I, AS RECORDED IN BOOK 11 OF PLATS, PAGE 311 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

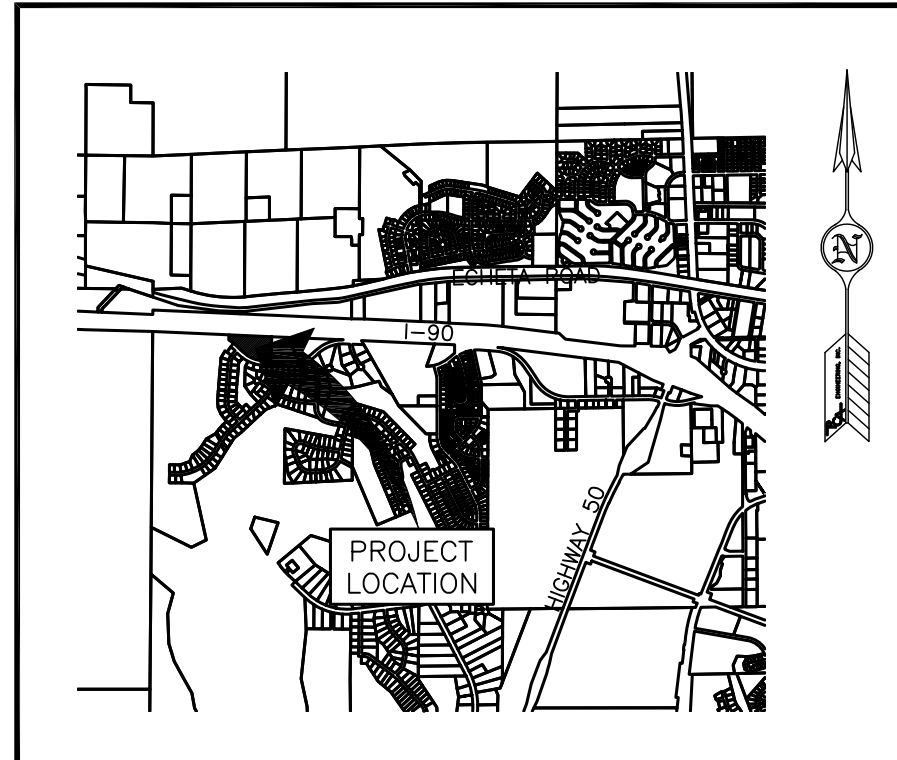
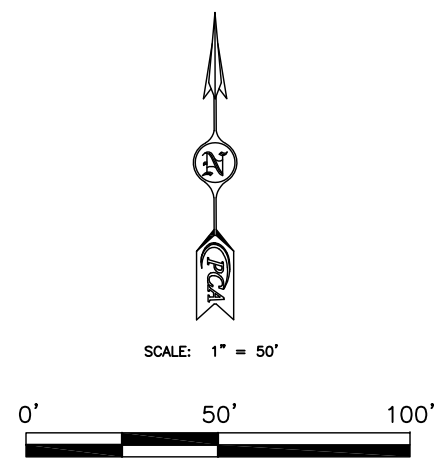
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK ____ M., THIS ____ DAY OF _____ 20____, AND IS DULY RECORDED IN BOOK NUMBER _____ OF PLATS, PAGE NUMBER _____.

COUNTY CLERK _____

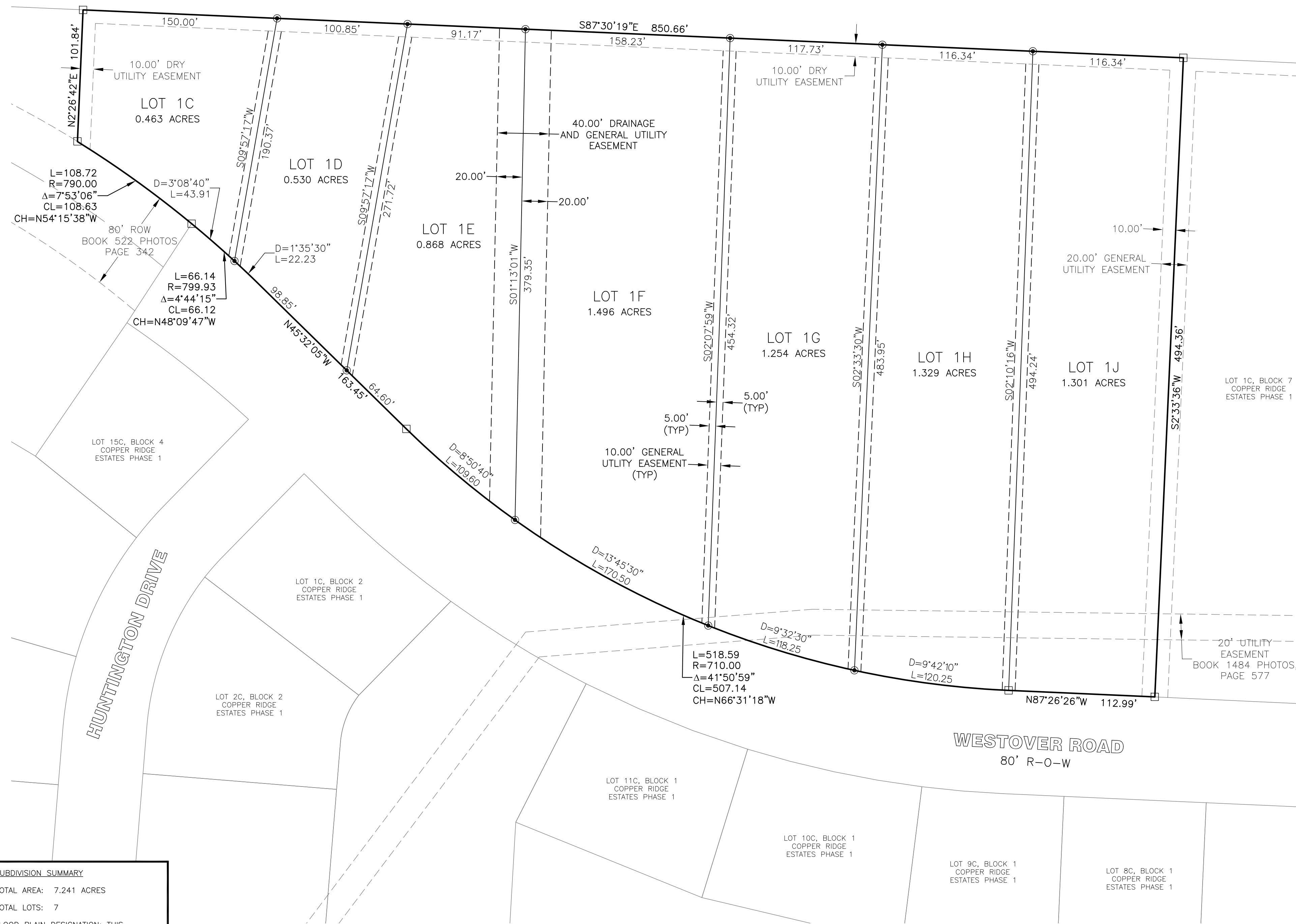
RESUBDIVISION OF LOT 1B, BLOCK 7 COPPER RIDGE ESTATES PHASE 1

A RESUBDIVISION OF LOT 1, BLOCK 7 COPPER RIDGE ESTATES PHASE 1
LOCATED IN THE S1/2 SECTION 19, T50N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

INTERSTATE 90



VICINITY MAP



SUBDIVISION SUMMARY

TOTAL AREA: 7.241 ACRES

TOTAL LOTS: 7

FLOOD PLAIN DESIGNATION: THIS SUBDIVISION IS LOCATED IN AN "OTHER AREAS" FOUND ON FIRM MAPS #56005C14730 AND #56005C1441D. (ZONE X)

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 LOT 1B, BLOCK 7 COPPER RIDGE ESTATES PHASE 1, A RESUBDIVISION OF LOT 1, BLOCK 7 COPPER RIDGE ESTATES PHASE 1, LOCATED IN THE S1/2 SECTION 19, T50N, 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.

BENCHMARK

BASED ON CITY OF GILLETTE VERTICAL CONTROL MONUMENT #100 ELEVATION= 4717.90

BASIS OF BEARING

THE CITY OF GILLETTE HORIZONTAL CONTROL NETWORK.

LEGEND

- FOUND REBAR AND CAP
- SET 2" Ø ALUMINUM CAP (LS #15542)
- BOUNDARY
- NEW EASEMENT
- EXISTING EASEMENT

Prepared for:
CODE 2 ASSETS, LLC
GILLETTE, WYOMING



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Drawn by: SS | Design by: SS | Reviewed by: SS

Revision Date Revision Description

04/15/2025 ROW REMOVAL

PCA Project Number: 244054.00

Plot Date: Apr 15, 2025 - 2:09pm

P:\Projects\24405400 - Lot 1B Copper Ridge Re-Sub\Q

MainP.dwg

Layout: Plat 1

X-Ref: ...

RESUBDIVISION OF LOT 1B, BLOCK 7 COPPER RIDGE ESTATES PHASE 1

A RESUBDIVISION OF LOT 1, BLOCK 7 COPPER RIDGE ESTATES PHASE 1, LOCATED IN THE S1/2 SECTION 19, T50N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

FINAL PLAT

SHEET 1 OF 1

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ May 13, 2025 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Chair Shaun Hottell, Cristal Pratt, and Matthew Nelson.

Staff Present: Shannon Stefanick, City Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Vice-Chair Ryan Conklin called the meeting to order at 5:19 p.m.

APPROVAL OF
THE MINUTES

A motion was made by Richard Cone to approve the meeting minutes of April 8, 2025, and the workshop minutes of April 14, 2025. Ian Scott seconded the motion. Motion carried 4/0.

Case No.
PL2025-0010
MINOR
SUBDIVISION
4508 Westover Rd

The applicant proposes to subdivide an existing 7.24-acre parcel into seven individual lots. The subject property is currently undeveloped. The smallest of the proposed lots, designated as Lot 1C, encompasses 0.46 acres, while the largest, Lot 1F, comprises 1.5 acres.

The property located at 4508 Westover Road is currently zoned R-4, Multi-Family Residential. In accordance with the R-4 zoning district standards, the minimum lot size for a single-family dwelling is 6,000 square feet (approximately 0.137 acres), with reduced area requirements applicable to multi-family dwellings on a per-unit basis. Additionally, the minimum lot width is 50 feet. All proposed lots meet or exceed these zoning requirements.

Pursuant to the City of Gillette Subdivision Regulations for residentially zoned properties, installation of water and sanitary sewer services to each lot is required prior to the filing of the final plat. The cost of these improvements shall be the responsibility of the developer. Access to City utilities—including water, sanitary sewer, and electric—is readily available along Westover Road.

Shannon Stefanick said the Planning Division received a few inquiries who were concerned if apartment buildings were going to be built on the lots. Ms. Stefanick said she let the citizens know that if apartments were proposed to be built at that location, that would need to come before the Planning Commission again. Ms. Stefanick also said she let them know there had been no conversation about an apartments building being built thus far.

Vice-Chair Conklin asked if there were any comments or questions for staff.

There being no further comments or questions, Jack Colson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0.

Case No.
PL2025-0011 –
EASEMENT
VACATION – 202
S. Gillette Ave.

The applicant is requesting the vacation of an existing 10-foot-wide Gas Easement located at 202 S Gillette Ave; more specifically, 35.2'x10' easement, totaling 325 sq. ft. that is along the north and west property line. A locates request indicated that the easement is free of existing utilities. The property owner is aware that if there is a gas meter within that easement, it will need to be relocated. The following city divisions reviewed the proposed vacation and find no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Fire Department.

Shannon Stefanick said the Planning Division received a few calls about the case, but none had any issues with it once they were informed what the easement vacation was.

Vice-Chair Conklin asked if there were any comments or questions for staff.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Richard Cone seconded. The Motion carried 4/0.

OLD BUSINESS

None.

NEW BUSINESS

Shannon Stefanick said the next regular meeting will be June 10, 2025.

ADJOURNMENT

The meeting was adjourned at 5:26 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

Council Consideration of a Resolution Authorizing the Mayor of the City of Gillette to Execute a Community Development Block Grant Agreement Between the Wyoming Community Development Authority, and the City of Gillette.

SUGGESTED ACTION:

I move for approval of the Resolution Authorizing the Mayor of the City of Gillette to Execute a Community Development Block Grant Agreement Between the Wyoming Community Development Authority, and the City of Gillette.

CASE BACKGROUND:

The council previously authorized the submission of a grant application to the Wyoming Community Development Authority. The purpose of this application was to obtain a grant award on behalf of the Council of Community Services so that it could complete its Emergency Homeless Shelter and Permanent Supportive Housing Units (Phase II) Renovations Project.

WCDA awarded the City a grant in the amount of \$1,500,000.00. This resolution contains a contract supplied by WCDA that is substantially similar to previous agreements entered into by the City.

STAFF REFERENCE:

Sean Brown, City Attorney; Michelle Henderson, Finance Director

ATTACHMENTS:

[Resolution](#)

RESOLUTION No. _____
RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF GILLETTE TO EXECUTE A
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE WYOMING
COMMUNITY DEVELOPMENT AUTHORITY, AND THE CITY OF GILLETTE.

RECITALS

A. On September 17, 2024, by virtue of Resolution No. 2882, the City of Gillette (“City”) authorized submission of a community development block grant application to the Wyoming Community Development Authority Neighborhood Development Division (“WCDA”) for a grant on behalf of the Council of Community Services (“CCS”).

B. Subsequently, WCDA approved the City’s application for an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) to facilitate completion of CCS’s Emergency Homeless Shelter and Permanent Supportive Housing Unites (Phase II) Renovations Project.

C. The City now desires to complete this transaction by authorizing the Mayor of the City of Gillette to sign the necessary contract documents to receive this grant award.

NOW, IT IS HEREBY RESOLVED THAT:

1. The Mayor of the City of Gillette is authorized to execute an agreement substantially in the form of Exhibit A and all other necessary documents related to this transaction.

ADOPTED by a majority vote of the City Council of Gillette on **May 20, 2025.**

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk

EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE WYOMING COMMUNITY DEVELOPMENT AUTHORITY, AND THE CITY OF GILLETTE

1. **Parties.** The parties to this Grant Agreement (“Agreement”) are the Wyoming Community Development Authority (“WCDA”), whose address is 155 N. Beech, Casper, WY 82601, and City of Gillette (“Grantee”), whose address is 201 East 5th Street, Gillette, WY 82716.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which WCDA shall provide federal Community Development Block Grant (“CDBG”) funds to Grantee in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00). CCS Homeless Shelter and Supportive Housing Reno (“Project”). Performance by Grantee of the requirements of this Agreement and compliance with all federal CDBG Program Rules, regulations, applicable statutes, and requirements are conditions precedent to this Agreement.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (“Effective Date”). All services shall be completed by **October 31, 2026**. This Agreement shall terminate on **November 30, 2026**, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Agreement may be extended by agreement of both parties in writing, subject to the required approvals. Grantee has no right or expectation to an extension and WCDA has sole discretion to accept or deny any request for an extension.
4. **Payment.**
 - A. WCDA agrees to grant monies on a reimbursement of eligible expenses basis to Grantee for the Project. The total payment to Grantee under this Agreement shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00). Payment will be made following Grantee’s delivery to WCDA of invoices detailing eligible services performed in connection with the Project in a form satisfactory to WCDA. Payment shall be made from WCDA’s CDBG budget, the Grantee must submit requests using CDBG Form 152 Draw Requests, by the 10th day of the month. Following the Effective Date of this Agreement, WCDA will process the requests for payment within thirty (30) days.
 - B. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of WCDA.
 - C. Except as otherwise provided in this Agreement, WCDA shall reimburse all costs and expenses, incurred by Grantee or on its behalf in connection with Grantee’s performance and upon compliance with all of Grantee’s obligations under this Agreement.

- D. Grantee for each grant, the grantee must request payment of a minimum of 5% of grant funds within 180 days of the grant award date. Failure to do so will result in a 5% penalty of the grant award each month until funds are drawn. Exceptions to this policy will be considered on a case-by-case basis.

5. **Responsibilities of Grantee.** The Grantee agrees to:

- A. Renovations and expansion of the homeless shelter and supportive housing, the following criteria being met: at least 51% of low- and moderate-income persons under 24 CFR 570.483(b)(1)(i), as the activity will provide a low- and moderate-income area benefit. beneficiaries will be persons of low or moderate income. CCS Homeless Shelter and Supportive Housing Reno Project involves:
 - (i) City of Gillette CCS Homeless Shelter and Supportive Housing Reno Project, located at 115 4-J Road, will include expansion of both buildings to create additional open spaces and add offices to provide additional adequate room to social distance. Upgrades to HVAC in both buildings to assist in the prevention and the spread of covid 19. The project will include relocation of the laundry rooms and additional laundry for disability access.
- B. Submit any planned notices, contracts and agreements to WCDA for approval prior to execution. This includes but not limited to; sub-recipient agreements, construction contracts, notice of bid solicitation.
- C. Sign the Environmental Review as responsible entity. If any mitigation measures or full reviews are required, Grantee must conduct and cover all costs associated.
- D. Administer and enforce the labor standards requirements set forth in the Davis-Bacon Act 40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7, Contract Work Hours and Safety Standards Act 40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240, Copeland Anti-Kickback Act 40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3 and related regulations issued to implement such requirements. All grantees must complete WCDA Davis Bacon Training and pass quiz of 80%.
- E. Comply with the Build America, Buy America Act (BABA) as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901- 52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States.
- F. Comply with Violence Against Women Act (VAWA, [34 U.S.C. § 12471 et seq.](#)) housing protections for survivors of domestic violence, dating violence, sexual

assault, and/or stalking ([34 U.S.C. § 12291](#)). Despite the name of the law, VAWA's protections apply regardless of sex, sexual orientation, or gender identity ([24 C.F.R. § 5.2001](#)).

- G.** When applicable: Provide one (1) copy of any final printed product, such as a brochure, book, or poster describing such Project with photos upon its completion to WCDA without charge.
- H.** Establish and maintain recordkeeping requirements and retain Project records in sufficient detail to facilitate reviews and audits in compliance with 24 C.F.R. § 570.490(b), including but not limited to: Project expenditures paid for with funds provided according to this Agreement; program income received; how program income was and/or will be used; and proof of compliance with other federal requirements as identified in this Agreement. The Grantee will monitor Project activities during the term of the Agreement. This includes site inspections, file reviews, which shall include verification that the National Objective is being met, as well as, documentation on the validity of the methodology used to ensure compliance with the National Objective. There will be a mid-monitoring meeting scheduled by WCDA when the Project has expended fifty percent (50%) of the grant to ensure that all federal requirements are being adhered to. Grantee shall retain these records for five (5) years following WCDA's date of notice to Grantee of the administrative closeout of the Grant.
- I.** Comply with federal regulation 24 CFR 570.505 regarding use of property. This applies to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of the CDBG grant or, until five years after the closeout of the grant from which the assistance to the property was provided. The grantee shall not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless it satisfies the conditions set forth in the foregoing regulation.
- J.** Federal procurement regulations as stated in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (hereinafter "2 CFR Part 200"). Grantee further agrees that:

 - (i)** Conflict of interest provisions shall apply 2 CFR 200.112. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses, and other private entities.
- K.** Perform, to the satisfaction of WCDA, all aspects of the Project in a professional manner and in accordance with the degree of care, competence, and skill that would be exercised by a private sector Grantee under similar circumstances.
- L.** Attend required pre-construction award meeting with WCDA and contractors,

either in person or virtual, staff to go over forms and project details.

- M.** Certify that, in accordance with P.L. 101-121, payments made from the federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Grantees and subgrantees may also be required to submit an additional certification statement and disclosure form acceptable to WCDA before the commencement of the work.
- N.** Create and furnish reports to WCDA in the following manner.

 - (i) Monthly Status Reports.** Within ten (10) calendar days after the conclusion of each calendar month during the term of this Agreement, Grantee shall furnish WCDA with a monthly status report, using CDBG form 153 Status Report. Each status report shall set forth, in narrative form, the Project work accomplished under the Grant during the month and a financial status report that includes a detailed accounting of Project expenditures, program income received and how program income was or will be used. If status reports are delinquent, draws will be held until reports are current. Grantee shall certify, under penalty of false swearing, that the information in the report is true.
 - (ii) Final Closeout Report.** At the end of the term of this Agreement, Grantee shall furnish WCDA with a comprehensive report of the Project, accomplishments, and personnel retained pursuant to the Agreement using CDBG Form 154 Close Out Reporting. Grantee shall likewise furnish WCDA with a cumulative detailed financial statement reflecting total Project expenditures, cash and in-kind match expenditures, private funds leveraged, program income received and how the program income was used. Grantee shall certify, under penalty of false swearing, that the information in the report is true and shall also provide a letter certifying the completion of the Project and that all required construction standards were adhered to. Provide information as requested by the State of Wyoming and WCDA related to performance measures, including metrics related to the achievement of City of Gillette CCS Homeless Shelter and Supportive Housing Reno goals.
 - (iii) Annual Accomplishment Reports.** After completion of Project construction and for five (5) years thereafter, the Grantee shall furnish WCDA with annual reports detailing program income and other performance measures as requested using CDBG Form 155-Accomplishment Report. All reports must be submitted to WCDA by January 30th after close of reporting year.

6. **Responsibilities of WCDA.** WCDA agrees to:

- A. Assume responsibility for inputting information into the HUD HERO's website as an Environmental Review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, including U.S. Dept of Housing and Urban Development ("HUD") regulations contained in 24 CFR part 58 and the CDBG Grant Administration Manual. Grantee will be responsible for coordinating the gathering of the required documents, ordering the necessary reports, etc. Grantee will sign as responsible entity and be responsible for any required mitigation measures or full reviews including any associated costs.
- B. Disperse funds to Grantee as set forth in Section 4, above.
- C. At its discretion, assist in providing Grantee access to information, including, without limitation, information concerning CDBG program requirements, rules and regulations and other relevant and applicable statutes and regulations referred to herein, and cooperate with Grantee whenever possible.
- D. Have no further obligations regarding the Project or its performance.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WCDA.
- B. **Attachments.** The Grantee may not attach any additional terms or conditions to the Agreement. To the extent Grantee chooses to attach any such terms and conditions to this Agreement, those terms and conditions shall not be binding upon WCDA.
- C. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. WCDA shall notify the Grantee of any state or federal determination of noncompliance.
- D. **Environmental Policy Acts.** Grantee agrees to abide by the special conditions, procedures, and requirements of the Environmental Review and to advise WCDA of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71 (b)
- E. **Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover

any part of this Agreement, Grantee shall provide one (1) copy of the audit report to WCDA and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made available to WCDA.

- F. Indirect Costs.** There is no indirect cost rate for this Agreement and WCDA will not reimburse Grantee for indirect costs.
- G. Labor Laws and Requirements.** The Department of Labor (“DOL”) has published rules and instructions concerning the Davis Bacon Act (“Davis Bacon”) and other labor laws in the Code of Federal Regulations (“CFR”). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. The Grantee must comply with Davis Bacon and all labor laws. This includes but is not limited to, wage rate determinations and submission of weekly certified payrolls to WCDA.

Davis Bacon requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Copeland Act (“Anti-Kickback Act”) makes it a federal crime for anyone to require any laborer or mechanic (employed on a federal or federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Anti-Kickback Act requires every employer (contractors and subcontractors) on such projects to submit to the grantor (WCDA) weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

All the labor laws and requirements must be included in notice of bid and all construction contracts.

- H. Minority Owned Business and Women Owned Business.** Grantee shall, if feasible, actively promote and encourage maximum participation of Minority Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) as sources of supplies, equipment, construction and services in connection with performance of the Project. If Grantee determines that use of this MBE WBE program is not feasible, it shall explain its determination in writing to WCDA.
- I. Economic Opportunities for Low- and Very Low-Income Persons.** The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u and 24 CFR 75) apply to the Project. Owner shall, to the greatest extent feasible and consistent with applicable federal, state, and local laws, ensure employment and training opportunities resulting from the development of the Project are provided to Section 3 workers within the metropolitan area (or non-metropolitan county as applicable) in which the Project is located. This will include, but may not be limited to, prioritizing employment outreach and/or training opportunities to Section 3 workers residing within the Project’s service area or neighborhood and prioritizing contracting for labor (excluding professional

services and material supply contracts) from Section 3 business concerns as outlined in 24 CFR 75.19.

Owner shall include appropriate Section 3 references and requirements from 24 CFR 75 in all solicitations and contracts for covered construction work and shall further require that its general contractor(s) include such provisions in all subcontracts. Owner shall further take all necessary steps (including by requiring the same in all contracts and subcontracts) to collect and report upon: i) total labor hours worked in the Project's development; ii) labor hours worked by Section 3 workers; and iii) labor hours worked by Targeted Section 3 workers. Owner shall further report labor hours in such categories, in a form specified by or otherwise acceptable to the Department, not later than ninety (90) days following completion of construction.

J. Monitoring of Activities, Evaluation, and Access. WCDA shall have the right and Grantee hereby agrees to allow WCDA, the State, the U.S. Inspector General, HUD, the U.S. General Accounting Office, and any of their duly authorized representatives to:

- (i) Conduct two project audits (one at project mid-point and one at close-out). At any time, if WCDA documents non-compliance, corrective actions may include, but are not limited to, the following:
 - (a) Immediately terminating this Agreement without further liability or obligation of WCDA;
 - (b) Issuing a letter of warning advising Grantee of the deficiency and putting Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
 - (c) Recommending or requesting Grantee to submit proposals for corrective actions including the correction or removal of the causes of the deficiency;
 - (d) Advising Grantee that certification will no longer be acceptable and that additional assurances will be required in such form and detail as WCDA and HUD may require;
 - (e) Advising Grantee to suspend disbursement of funds for the deficient activity;
 - (f) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of funds in accordance with applicable requirements;
 - (g) Changing the method of payment to Grantee;
 - (h) Reducing, withdrawing or adjusting the amount of the grant; and

- (i) Taking enforcement action as described in 2 C.F.R. Part 200.338.
 - (ii) Have access at any time to any books, ledgers, documents, papers, and records of Grantee related to the Project or any activities related to this Agreement, including all such records and activities of any sub-Grantee of Grantee hereunder (“Records”);
 - (iii) Make site inspections at any time with or without reasonable notice, and bring experts and consultants on Grantee’s site;
 - (iv) Observe all Grantee personnel on site in every phase of performance of this Agreement and the Project, for purposes which include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Grantee’s compliance with applicable laws and regulations as required hereunder, and to evaluate Grantee’s fiscal and administrative compliance with this Agreement and CDBG program rules and regulations; and
 - (v) Provide to any independent auditor, accountant, or accounting firm all Records pertinent to this Agreement in such form and detail as WCDA and HUD may require immediately upon receiving written request from WCDA, the Comptroller General, or HUD. Grantee shall also cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit.
- K. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.
- L. Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds will be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee will document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- M. Office Space.** Grantee will not include charges or seek reimbursement in any invoice submitted to WCDA for office or building space of any kind obtained by Grantee for the performance of the Project. Grantee will make no charge for office or building spaces unless specific provisions are included for such in this Agreement. Under no circumstances will Grantee be allowed to purchase office equipment with funds received through this agreement.
- N. Program Income.** Grantee shall not deposit grant funds in an interest-bearing account without prior approval of WCDA. Any income attributable to the grant funds distributed under this agreement must be returned to WCDA.
- O. Publicity.** Any publicity given to the Project, programs, or services provided

herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee and related to the services and work to be performed under this Agreement, shall identify WCDA as the sponsoring agency and shall not be released without prior written approval of WCDA.

- Q. Retention of Records.** Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement. Grantee must retain any documentation which demonstrates that the property assisted with the CDBG funds, directly or indirectly, will continue to be used for the same purpose as described in the application and this Agreement for a minimum of 5 years from the date of administrative closeout (this 5-year period is referred to as the compliance period). Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the CDBG program rules and regulations for a minimum of 5 years after the compliance period has expired. The compliance period does not begin until all required paperwork required by this agreement for the project is received and accepted by WCDA.
- R. Suspension and Debarment.** By signing this Agreement, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify WCDA by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- S. Unspent Funds to be Returned to WCDA.** Grantee shall return all CDBG funds remaining unspent at the termination of this Agreement to WCDA.
- T. Sub-recipient Agreements.** Grantee shall forward all proposed Sub-recipient agreements to WCDA for review and approval. If the application, Project, and Sub-recipient agreement all appear to satisfy the prerequisites of the CDBG program, WCDA may approve the Sub-recipient agreement. All proposed amendments to Sub-recipient agreements shall also receive WCDA approval before they can become effective. The Sub-recipients must comply with all applicable federal, state and local laws, regulations and ordinances. All Sub-recipient agreements shall require compliance with all applicable CDBG regulations.
- U.** Build America, Buy America Act is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58)
- V.** Buy America Preference is defined in 2 CFR § 184.3 and means the “domestic

content procurement preference” set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

8. **General Provisions and Federal Requirements**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be in Natrona County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WCDA.
- D. **Audit and Access to Records.** WCDA and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement.
- E. **Availability of Funds.** Each payment obligation of WCDA is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WCDA at the end of the period for which the funds are available. WCDA shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WCDA in the event this provision is exercised, and WCDA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Agreements.** WCDA may award supplemental or successor agreements for work related to this Agreement or may award contracts to other Grantees for work related to this Agreement. The Grantee shall cooperate fully with other Grantees and WCDA in all such cases.
- G. **Compliance with Laws.** The Grantee shall keep informed of and comply with all

applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by WCDA for its release. When Grantee receives a request for information subject to this Agreement, Grantee shall notify WCDA within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WCDA.
- I. Entirety of Agreement.** This Agreement, consisting of fifteen (15) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Grantee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Grantee's organization.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WCDA and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. 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, quarantine restrictions, freight embargoes, riots, 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.
- M. Indemnification.** Grantee agrees to the extent legally permitted to do so indemnify WCDA for any payment, fine, or penalty incurred and due to the U.S. Dept. of Housing and Urban Development or other agency arising out of or as a result of Grantee's non-compliance with program requirements.
- N. Independent Contractor.** The Grantee shall function as an independent contractor

for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming or WCDA for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee 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 Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WCDA or to incur any obligation of any kind on behalf of the State of Wyoming or WCDA. The Grantee agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.

- O. Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management ("WARM") pool or the Local Government Liability Pool ("LGLP"), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in WARM or LGLP to WCDA.
- P. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- R. Ownership and Return of Documents and Information.** WCDA is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to WCDA in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WCDA's verified receipt of such information, Grantee agrees to physically and electronically destroy any residual WCDA-owned data, regardless of format, and any other storage media or areas containing such information. Grantee agrees to provide written notice to WCDA confirming the destruction of any such residual WCDA-owned data.

- S. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WCDA expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign 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 immunity shall be construed in favor of immunity.
- U. **Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. **Termination of Agreement.** This Agreement may be terminated, without cause, by WCDA upon thirty (30) days written notice. This Agreement may be terminated by WCDA immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement. If at any time during the performance of this Agreement, in the opinion of WCDA, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the sole discretion of WCDA and after written notice to the Grantee, WCDA may terminate this Agreement or any part of it. Upon termination of Agreement, Grantee may be subject to repayment of grant funds.
- W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. **Titles Not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.
- Z. **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.

AA. Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WCDA.

- 9. Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

Tammy Krei
Its: Director of Housing and Neighborhood Development

Date

STATE OF WYOMING

COUNTY OF NATRONA

This instrument was acknowledged before me on _____, 202__ by
Tammy Krei as Director of Housing & Neighborhood Development of Wyoming Community
Development Authority.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:
CITY OF GILLETTE

Shay Lundvall
Its: Mayor

Date

STATE OF WYOMING

COUNTY OF CAMPBELL

This instrument was acknowledged before me on _____, 202__
by _____ as _____ of the CITY OF GILLETTE

Witness my hand and official seal.

Notary Public

My Commission Expires:



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

ORDINANCE 1ST READING

Council Consideration of an Ordinance Approving and Authorizing the Vacation of a 10-foot-wide Gas Easement on Lot 19B, Block 6, of the Resubdivision of Lot 19, Block 6 First Addition Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements. (Planning Commission Vote: 4/0)

SUGGESTED ACTION:

I move to Approve an Ordinance Approving and Authorizing the Vacation of a 10-foot-wide Gas Easement on Lot 19B, Block 6, of the Resubdivision of Lot 19, Block 6 First Addition Subdivision; to the City of Gillette, Wyoming, Subject to all Planning Requirements.

PROJECT NUMBER:

PL2025-0011 202 S Gillette Avenue

CASE BACKGROUND:

The applicant is requesting the vacation of an existing 10-foot-wide Gas Easement located at 202 S Gillette Ave; more specifically, 35.2'x10' easement, totaling 325 sq. ft. that is along the north and west property line.

A locates request indicated that the easement is free of existing utilities. The property owner is aware that if there is a gas meter within that easement, it will need to be relocated. The following city divisions reviewed the proposed vacation and find no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Fire Department.

This case was approved by the Planning Commission during their May 13, 2025, meeting with a vote of 4/0.

STAFF RECOMMENDATION:

Staff recommends approval, subject to all Planning Requirements.

STAFF REFERENCE:

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

ATTACHMENTS:

[Ordinance](#)

[Vicinity Map](#)

[Easement Vacate Preliminary Plat](#)

[Planning Requirements](#)

[Planning Commission Minutes - May 13, 2025](#)

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE VACATION OF A 10-FOOT-WIDE GAS EASEMENT ON LOT 19B, BLOCK 6, OF THE RESUBDIVISION OF LOT 19, BLOCK 6 FIRST ADDITION SUBDIVISION; 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 Earl and Dee McClure, property owner of Lot 19B, Block 6, of the Resubdivision of Lot 19, Block 6 First Addition Subdivision, 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 vacation of the 10 ft. wide Gas Easement located at 202 S Gillette Ave; more specifically, 35.2'x10' easement, totaling 325 sq. ft. that is along the north and west property line, as contained entirely within Lot 19B, Block 6, of the Resubdivision of Lot 19, Block 6 First Addition Subdivision, as recorded by the Campbell County Clerk in Book 10 of Plats, Page 460, will not abridge or destroy any of the rights and privileges of the other landowners in the Resubdivision of Lot 19, Block 6 First Addition Subdivision; 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 Exhibit Map.

SECTION TWO.

- (a) The Ordinance and Exhibit Map shall be recorded at the Campbell County Clerk's Office upon approval of the Vacation by City Council.
- (b) The Clerk of Campbell County, in whose office the aforesaid plat is recorded, shall write in plain legible letters across that part of the plat so vacated, the word "VACATED" and also make a reference on the same to the volume and page in which the said instrument of Vacation is recorded.

SECTION THREE. This ordinance shall be in full force and effect on its effective date, June 17, 2025.

PASSED, APPROVED AND ADOPTED THIS 17th day of June, 2025.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk

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: _____

Easement Vacation - 202 S Gillette Ave

108

12

Proposed easement
area to be vacated

W 2nd St

E 2nd St

200

202

204

206

208

210

212

214

201

203

205

207

211

S Gillette Ave



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.

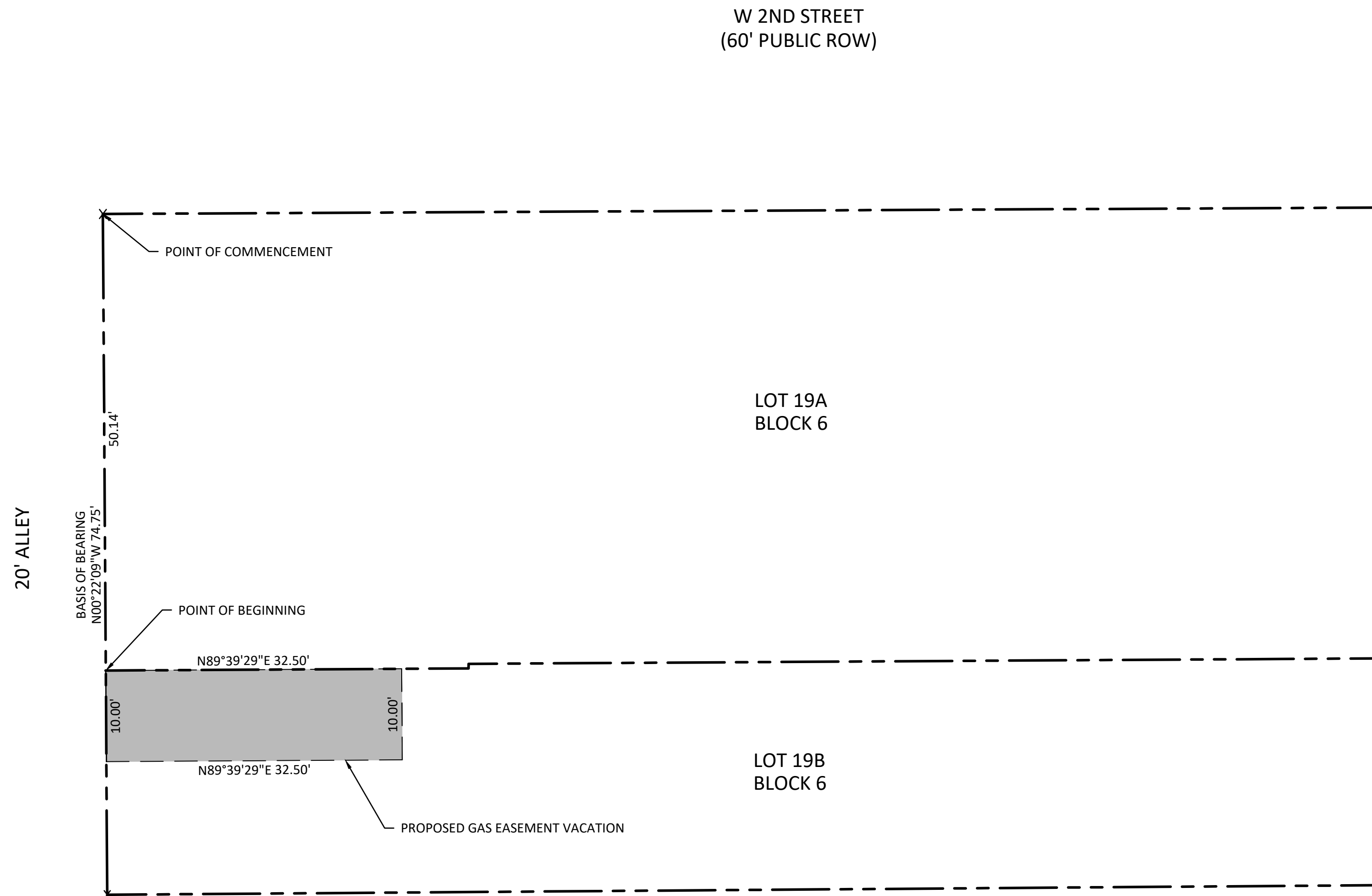


1 inch equals 42 feet

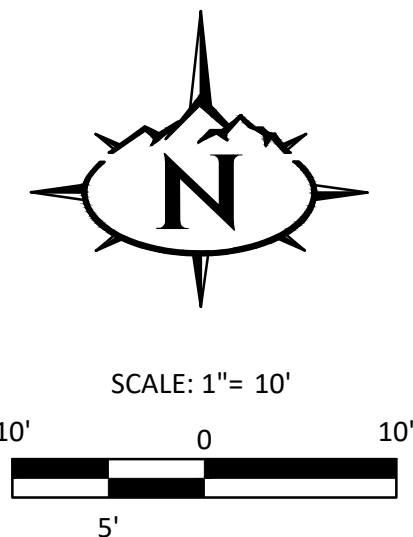
1 inch equals 0.01 miles

April 24, 2025

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



Know what's **below**.
Call before you dig.



GAS EASEMENT VACATION

BEING SITUATED IN A PORTION OF LOT 19B,
OF THE RESUBDIVISION OF LOT 19, BLOCK 6 FIRST ADDITION
CAMPBELL COUNTY, WYOMING

LEGAL DESCRIPTION

THE FOLLOWING METES AND BOUNDS DESCRIPTION IS FOR A GAS EASEMENT VACATION SITUATED IN LOT 19B, BLOCK 6, OF THE RESUBDIVISION OF LOT 19, BLOCK 6 FIRST ADDITION, AS RECORDED IN BOOK 10 OF PLATS, PAGE 460 AT THE CAMPBELL COUNTY CLERK AND RECORDERS OFFICE, BEING SITUATED IN A PORTION OF THE SW1/4, OF SECTION 22, TOWNSHIP 50 NORTH, RANGE 72 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 19A OF SAID RESUBDIVISION OF LOT 19 BEING A CHISELED "X" IN CONCRETE, FROM WHICH THE SOUTHWEST CORNER OF LOT 19B OF SAID RESUBDIVISION, BEING A CHISELED "X" IN CONCRETE, BEARS S02°29'09"E, 74.75 FEET, WHICH IS THE BASIS OF BEARING; THENCE S02°29'09"E ALONG THE WEST BOUNDARY LINE OF SAID LOT 19A, 50.14 TO THE NORTHWEST CORNER OF SAID LOT 19B AND BEING THE POINT OF BEGINNING OF THIS GAS EASEMENT VACATION DESCRIPTION; THENCE N89°39'29"E, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 19B, 32.50 FEET; THENCE S02°29'09"E, 10.00 FEET; THENCE S89°39'29"E, AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID LOT 19B, 32.50 TO INTERSECT WITH THE WEST BOUNDARY OF SAID LOT 19B; THENCE N02°29'09"W ALONG THE WEST BOUNDARY OF SAID LOT 19B, 10.00 FEET TO THE POINT OF BEGINNING OF THIS GAS EASEMENT VACATION DESCRIPTION, CONTAINING .007 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

STATE OF WYOMING)
COUNTY OF NATRONA) SS

I, Travis D. Ferguson, a Professional Land Surveyor of the State of Wyoming, do hereby state that the above described easement was surveyed under my direction by Travis L. Hiatt on February 8, 2025 and that the accompanying map is correct to the best of my knowledge.



S&S BUILDERS LLC
ICE CREAM CAFE EXPANSION
GILLETTE, WY

GAS EASEMENT VACATION

BY	DCS
	52
	APRIL 2, 2025

Planning Requirements

PL2025-0011 | Easement Vacation | 202 S Gillette Ave

The Planning Requirements are as follows:

1. All comments in EnerGov will be addressed.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ May 13, 2025 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Chair Shaun Hottell, Cristal Pratt, and Matthew Nelson.

Staff Present: Shannon Stefanick, City Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Vice-Chair Ryan Conklin called the meeting to order at 5:19 p.m.

APPROVAL OF
THE MINUTES

A motion was made by Richard Cone to approve the meeting minutes of April 8, 2025, and the workshop minutes of April 14, 2025. Ian Scott seconded the motion. Motion carried 4/0.

Case No.
PL2025-0010
MINOR
SUBDIVISION
4508 Westover Rd

The applicant proposes to subdivide an existing 7.24-acre parcel into seven individual lots. The subject property is currently undeveloped. The smallest of the proposed lots, designated as Lot 1C, encompasses 0.46 acres, while the largest, Lot 1F, comprises 1.5 acres.

The property located at 4508 Westover Road is currently zoned R-4, Multi-Family Residential. In accordance with the R-4 zoning district standards, the minimum lot size for a single-family dwelling is 6,000 square feet (approximately 0.137 acres), with reduced area requirements applicable to multi-family dwellings on a per-unit basis. Additionally, the minimum lot width is 50 feet. All proposed lots meet or exceed these zoning requirements.

Pursuant to the City of Gillette Subdivision Regulations for residentially zoned properties, installation of water and sanitary sewer services to each lot is required prior to the filing of the final plat. The cost of these improvements shall be the responsibility of the developer. Access to City utilities—including water, sanitary sewer, and electric—is readily available along Westover Road.

Shannon Stefanick said the Planning Division received a few inquiries who were concerned if apartment buildings were going to be built on the lots. Ms. Stefanick said she let the citizens know that if apartments were proposed to be built at that location, that would need to come before the Planning Commission again. Ms. Stefanick also said she let them know there had been no conversation about an apartments building being built thus far.

Vice-Chair Conklin asked if there were any comments or questions for staff.

There being no further comments or questions, Jack Colson made a motion to approve the case, and Ian Scott seconded. The Motion carried 4/0.

Case No.
PL2025-0011 –
EASEMENT
VACATION – 202
S. Gillette Ave.

The applicant is requesting the vacation of an existing 10-foot-wide Gas Easement located at 202 S Gillette Ave; more specifically, 35.2'x10' easement, totaling 325 sq. ft. that is along the north and west property line. A locates request indicated that the easement is free of existing utilities. The property owner is aware that if there is a gas meter within that easement, it will need to be relocated. The following city divisions reviewed the proposed vacation and find no issues with it: Planning, GIS, Engineering, Wastewater, Water, Electrical, and the Fire Department.

Shannon Stefanick said the Planning Division received a few calls about the case, but none had any issues with it once they were informed what the easement vacation was.

Vice-Chair Conklin asked if there were any comments or questions for staff.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Richard Cone seconded. The Motion carried 4/0.

OLD BUSINESS

None.

NEW BUSINESS

Shannon Stefanick said the next regular meeting will be June 10, 2025.

ADJOURNMENT

The meeting was adjourned at 5:26 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **May 20, 2025**

TITLE:

ORDINANCE 1ST READING

An Ordinance to Amend Chapter 14, Section 14-33 of the Gillette City Code to Account for the Wyoming Repeal Gun Free Zones Act.

SUGGESTED ACTION:

I move for approval of the Ordinance to Amend Chapter 14, Section 14-33 of the Gillette City Code to Account for the Wyoming Repeal Gun Free Zones Act **(Version A).**

OR

I move for approval of the Ordinance to Amend Chapter 14, Section 14-33 of the Gillette City Code to Account for the Wyoming Repeal Gun Free Zones Act **(Version B).**

CASE BACKGROUND:

During the past year's legislative session, the legislature passed the Wyoming Repeal Gun Free Zones Act. In general, this Act permits people to carry concealed weapons in more places than previously allowed. Most notably for City Council purposes, people are now authorized to carry concealed firearms into City Council meetings. This will require amending Section 14-33 of the Gillette City Code, which, in part, is modeled after the statute that the Wyoming Repeal Gun Free Zones Act modifies.

Attached are two versions of an ordinance amending Section 14-33 of the Gillette City Code. The intent of both is to comply with the Wyoming Repeal Gun Free Zones Act. Both versions account for the broader ability to concealed carry in City of Gillette facilities. For example, both versions remove the prohibition against carrying concealed firearms into meetings of the governing body. Both versions still retain the prohibitions against carrying concealed firearms into municipal court or the police departments. Both versions prohibit carrying concealed firearms into City facilities that contain explosive materials.

The difference between the two versions regards the ability to open carry or display firearms within City facilities. Version A permits open carry within City facilities to the same extent that concealed carry is allowed. As authorized by the Wyoming Repeal Gun Free Zones act (W.S. 6-8-105(d)(iii)),

Version B prohibits the open carry or display of firearms within City facilities.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Version B-Conceal Carry but No Open Carry](#)

[Version A-Concealed Carry and Open Carry.docx](#)

VERSION B—CONCEALED CARRY BUT NO OPEN CARRY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 14, SECTION 14-33 OF THE GILLETTE CITY
CODE ACCOUNT FOR THE WYOMING REPEAL GUN FREE ZONES ACT.

RECITAL: Pursuant to Wyoming House Bill 0172 (2025), Enrolled Act No. 0024, the Governing Body of the City of Gillette desires to amend Chapter 14, Section 14-33 of the Gillette City Code.

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

SECTION ONE. Chapter 14, Section 14-33, of the Gillette City Code is amended and replaced in its entirety with the following:

§14-33. Deadly Weapons and Firearms; Concealed and Open Carrying.

(a) **Purpose and Authority.** The purpose of this Section is to comply with the State of Wyoming and Federal law regarding the possession and regulation of deadly weapons and firearms. The provisions of this section are legislated under the authority granted by W.S. 6-8-101 through 406 as well as the general powers authorized by Title 15 of the Wyoming Statutes.

(b) **Definitions.**

1. “Courtroom,” as defined in W.S. 6-1-104(a)(xvi), means a room in which a judge is presiding over a court of law.

2. “Deadly weapon,” as defined in W.S. 6-1-104(a)(iv), means, but is not limited to, a firearm, explosive or incendiary material, motorized vehicle, an animal or other device, instrument, material or substance, which in the manner it is used or is intended to be used is reasonably capable of producing death or Serious bodily injury.

3. “Explosive or Volatile Materials,” as contemplated by W.S. 6-1-105(d)(v), means materials that are in either sufficient amount or in a form such that the material could reasonably cause Serious bodily injury due to the material’s explosive or volatile nature.

4. “Facility or Facilities” means buildings, enclosed structures, or portions thereof, owned or operated by the City of Gillette.

5. “Firearm,” as defined in W.S. 6-8-104(y)(ii), means any pistol, revolver or derringer, designed to be fired by the use of a single hand.

6. “Peace Officer,” means any individual identified in W.S. 6-1-104(a)(vi).

7. “Serious bodily injury,” as defined in W.S. 6-1-104(a)(x), means bodily injury which:

- (A) Creates a substantial risk of death;
 - (B) Causes severe protracted physical pain;
 - (C) Causes severe disfigurement or protracted loss or impairment of a bodily function;
 - (D) Causes unconsciousness or a concussion resulting in protracted loss or impairment of the function of a bodily member, organ or mental faculty;
 - (E) Causes burns of the second or third degree over a significant portion of the body;
- or,
- (F) Causes a significant fracture or break of a bone.

(c) **Concealed Carry Generally; Peace Officer Exception; Firearm Exception.**

1. Prohibition. Unless otherwise permitted by this Section or other law, no person may possess, wear, or carry a concealed Deadly weapon in the City of Gillette. Neither this Section nor this prohibition apply to Peace Officers.

2. Exception for Firearms. An individual in compliance with W.S. 6-8-104(a)(ii) through (iv) may possess, wear, or carry a concealed Firearm in the City of Gillette to the extent permitted by W.S. 6-8-101 through 105.

(d) **Concealed Carry of Certain Deadly Weapons and City of Gillette Facilities; Exceptions.**

1. Concealed Carry Generally Authorized. In addition to Section 14-33(c)(2), and as permitted by W.S. 6-8-105, a person may possess, wear, or carry a concealed Firearm in City of Gillette Facilities. In order to possess, wear, or carry a concealed Firearm in City of Gillette Facilities, a person must fully conceal and secure the Firearm on their person such that the Firearm is not openly visible or on display.

2. Exceptions. Notwithstanding the above, and as authorized by W.S. 6-8-104(t) and W.S. 6-8-105(d), no person may possess, wear, or carry a concealed Firearm into the following City of Gillette Facilities:

(A) Any Facility used primarily for law enforcement operations or law enforcement administration without the written consent of the chief administrator;

(B) Any Facility used as a Courtroom, except that a judge is not precluded from carrying a concealed Deadly weapon or determining who may carry a concealed weapon in the Courtroom;

or,

(C) Any Facility containing Explosive or Volatile Materials. Any such Facility will be clearly and identifiably marked as containing such Explosive or Volatile Materials.

(e) **Open Carry of Firearms and City of Gillette Facilities**. The open carry or display of Firearms is not permitted in City of Gillette Facilities.

(f) **Effective Date**. The effective date for this Section is July 1, 2025.

First Reading: May 20, 2025.

Second Reading: June ____, 2025.

PASSED AND APPROVED on Third and Final Reading this ____ day of June 2025.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk

Published: Gillette News Record
Date: _____
Signed: _____

VERSION A—CONCEALED CARRY AND OPEN CARRY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 14, SECTION 14-33 OF THE GILLETTE CITY
CODE ACCOUNT FOR THE WYOMING REPEAL GUN FREE ZONES ACT.

RECITAL: Pursuant to Wyoming House Bill 0172 (2025), Enrolled Act No. 0024, the Governing Body of the City of Gillette desires to amend Chapter 14, Section 14-33 of the Gillette City Code.

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

SECTION ONE. Chapter 14, Section 14-33, of the Gillette City Code is amended and replaced in its entirety with the following:

§14-33. Deadly Weapons and Firearms; Concealed and Open Carrying.

(a) **Purpose and Authority.** The purpose of this Section is to comply with the State of Wyoming and Federal law regarding the possession and regulation of deadly weapons and firearms. The provisions of this section are legislated under the authority granted by W.S. 6-8-101 through 406 as well as the general powers authorized by Title 15 of the Wyoming Statutes.

(b) **Definitions.**

1. “Courtroom,” as defined in W.S. 6-1-104(a)(xvi), means a room in which a judge is presiding over a court of law.

2. “Deadly weapon,” as defined in W.S. 6-1-104(a)(iv), means, but is not limited to, a firearm, explosive or incendiary material, motorized vehicle, an animal or other device, instrument, material or substance, which in the manner it is used or is intended to be used is reasonably capable of producing death or Serious bodily injury.

3. “Explosive or Volatile Materials,” as contemplated by W.S. 6-1-105(d)(v), means materials that are in either sufficient amount or in a form such that the material could reasonably cause Serious bodily injury due to the material’s explosive or volatile nature.

4. “Facility or Facilities” means buildings, enclosed structures, or portions thereof, owned or operated by the City of Gillette.

5. “Firearm,” as defined in W.S. 6-8-104(y)(ii), means any pistol, revolver or derringer, designed to be fired by the use of a single hand.

6. “Peace Officer,” means any individual identified in W.S. 6-1-104(a)(vi).

7. “Serious bodily injury,” as defined in W.S. 6-1-104(a)(x), means bodily injury which:

- (A) Creates a substantial risk of death;
 - (B) Causes severe protracted physical pain;
 - (C) Causes severe disfigurement or protracted loss or impairment of a bodily function;
 - (D) Causes unconsciousness or a concussion resulting in protracted loss or impairment of the function of a bodily member, organ or mental faculty;
 - (E) Causes burns of the second or third degree over a significant portion of the body;
- or,
- (F) Causes a significant fracture or break of a bone.

(c) **Concealed Carry Generally; Peace Officer Exception; Firearm Exception.**

1. Prohibition. Unless otherwise permitted by this Section or other law, no person may possess, wear, or carry a concealed Deadly weapon in the City of Gillette. Neither this Section nor this prohibition apply to Peace Officers.

2. Exception for Firearms. An individual in compliance with W.S. 6-8-104(a)(ii) through (iv) may possess, wear, or carry a concealed Firearm in the City of Gillette to the extent permitted by W.S. 6-8-101 through 105.

(d) **Concealed Carry of Certain Deadly Weapons and City of Gillette Facilities; Exceptions.**

1. Concealed Carry Generally Authorized. In addition to Section 14-33(c)(2), and as permitted by W.S. 6-8-105, a person may possess, wear, or carry a concealed Firearm in City of Gillette Facilities.

2. Exceptions. Notwithstanding the above, and as authorized by W.S. 6-8-104(t) and W.S. 6-8-105(d), no person may possess, wear, or carry a concealed Firearm into the following City of Gillette Facilities:

(A) Any Facility used primarily for law enforcement operations or law enforcement administration without the written consent of the chief administrator;

(B) Any Facility used as a Courtroom, except that a judge is not precluded from carrying a concealed deadly weapon or determining who may carry a concealed weapon in the Courtroom; or,

(C) Any Facility containing Explosive or Volatile Materials. Any such Facility will be clearly and identifiably marked as containing such Explosive or Volatile Materials.

(e) **Open Carry of Firearms and City of Gillette Facilities**. The open carry or display of Firearms in City of Gillette Facilities is permitted to the same extent as the concealed carry of Firearms are permitted in City of Gillette Facilities.

(f) **Effective Date**. The effective date for this Section is July 1, 2025.

First Reading: May 20, 2025.

Second Reading: June ____, 2025.

PASSED AND APPROVED on Third and Final Reading this ____ day of June 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: May 20, 2025

TITLE:

Council Meeting Safety & Public Meeting Rules.

CASE BACKGROUND:

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

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Meeting Safety & Public Meeting Rules](#)



CITY CLERK'S OFFICE

CITY COUNCIL MEETING SAFETY & PUBLIC MEETING RULES

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

Speakers

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

Audience Members

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

Enforcement of Meeting Rules

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: May 20, 2025

TITLE:

Executive Session for Real Estate Pursuant to W.S. 16-4-405(a)(vii).

SUGGESTED ACTION:

I move to go into Executive Session for Real Estate Pursuant to W.S. 16-4-405(a)(vii).

STAFF REFERENCE:

Sean Brown, City Attorney