



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

**Tuesday, November 18, 2025
6:00 PM**

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Invocation led by Deacon Kim Carroll of St. Matthews Catholic Church.
2. National Anthem & Songs - Energy City Voices

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 - November 4, 2025**
Executive Session Meeting Minutes - November 4, 2025
2. **Council Consideration of a Request for Temporary Suspension of Hourly Parking Restrictions During the Holiday Season.**

Staff Reference: Michael H. Cole, City Administrator

3. ORDINANCE 3RD READING

Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of the Freund Subdivision, Also Known As 3499 S Douglas Highway, and Lot 1, Lot 2, and Lot 3 Of The Freund Subdivision Phase II, Also Known As 3511 S Douglas Highway, 3661 S Douglas Highway, and 910 Sioux Avenue, City of Gillette, Campbell County, Wyoming, from I-1, Light Industrial District and C-1, General Commercial District to I-2, Heavy Industrial District, per the Attached Exhibit. (Planning Commission Vote: 6/0)

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

4. Bills and Claims

Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. **Mayor Lundvall - \$141,690.89**
S & S Builders - Pump Station #1 Upgrades - \$134,606.34
First National Bank - Pump Station #1 Upgrades (Retainage) - \$7,084.55

Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. **A Proclamation Designating November 28, 2025 as *Plaid Friday* and November 29, 2025 as *Small Business Saturday*.**
~ Jessica Seders, Gillette Main Street

Staff Reference: Michael H. Cole, City Administrator

2. **Recognition of the 2025 Christmas Pin Contest Winner - *Heaven Shoemaker, Sunflower Elementary, Mrs. Jessica Aultman, Art Teacher & Specialist***

Staff Reference: Michael H. Cole, City Administrator

3. **Gillette College Update - Dr. Janell Oberlander**

Staff Reference: Michael H. Cole, City Administrator

H. UNFINISHED BUSINESS

1. **ORDINANCE 2ND READING**
An Ordinance Repealing Chapter 14, Section 14-42, of the Gillette City Code Regarding Malicious Harms, and Amending Chapter 16, Sections 16-1(B) and 16-2, of the Gillette City Code to Delete Reference to Gillette City Code Section 14-42.

Staff Reference: Sean Brown, City Attorney

I. NEW BUSINESS

1. **Council Consideration of a Special Event Permit including a partial street closure on 3rd Street from the corner of S. Gillette Avenue to the alleyway behind First Interstate Bank, on December 6, 2025, from 2:30 pm to 7:00 pm, for a VIP seating stage for the Annual Parade of Lights, requested by Gillette Main Street.**

Staff Reference: MAP - Jennifer Toscana, Public Affairs Director

2. **Council Consideration for the Acceptance of the Traffic Safety Storage Shed Project,**

Completed by Hladky Construction, Inc. in the amount of \$190,074.73.

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

- 3. Council Consideration for the Acceptance of Public Improvements for the Desert Hills Circle Surfacing Project, Installed by Hot Iron, Inc., in the amount of \$770,424.16 (1% Project).**

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

- 4. Council Consideration of a Professional Services Agreement for Design Services Associated with the Butler Spaeth & 6th Street Water and Sewer Improvements Project with KLJ Engineering, LLC in the Amount of \$61,055.00 (1% Project).**

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

- 5. Council Consideration of a Professional Services Agreement for a Study to Update Costs for Improvements with the Energy Capital Sports Complex with RVi Planning and Landscape Architecture, in the amount of \$39,920.00.**

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

- 6. Council Consideration of a Water Service Agreement with the Piper Acres Improvement and Service District.**

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

- 7. Council Consideration to Reject All Bids Received for (1) New Articulated Mini Loader.**

Staff Reference: Sawley Wilde, Public Works Director

- 8. Council Consideration to Authorize the Mayor to Sign a Joint Letter of Support for BWXT Advanced Energy Project Grant Application.**

Staff Reference: Michael H. Cole, City Administrator

- 9. Council Consideration to Authorize the Mayor to Sign the Amendment Document to Amend the Sewer Line Crossing Permit Agreement with Burlington Northern Santa Fe (BNSF) Railway Company in the Amount of \$9,500.00.**

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

- 10. Council Consideration to Authorize the Mayor to Execute the Balancing Authority Ancillary Services Agreement with Black Hills Power, Inc.**

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

- 11. Council Consideration to Authorize the Mayor to Execute the Sub-Entity Reserve Sharing Agreement between Black Hills Power Inc., and the City of Gillette.**

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

- 12. Council Consideration to Grant City Staff Permission to Negotiate on Behalf of City Council for the Pre-Annexation Agreement between the City of Gillette and Carl's Water Service Inc. for Property Located at 903 Hannum Road.**

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

- 13. Appointment to Advisory Board
~ Retiree Health Benefit Trust Committee - One Partial Term Expiring June 30, 2027**

Staff Reference: Michael H. Cole, City Administrator

- 14. Council Consideration of a Lien Release for property located at 410 N. Osborne Avenue in the principal amount of \$17,354.35, plus accrued interest, for a total of \$27,834.95.**

Staff Reference: Michael H. Cole, City Administrator; Sean Brown, City Attorney

J. PUBLIC HEARINGS AND CONSIDERATIONS

- 1. A Public Hearing to Consider the Sale of a Black 2017 Ford Interceptor SUV to the Town of Ranchester, Wyoming for the total sum of ten dollars (\$10.00).**

Staff Reference: Sean Brown, City Attorney

- 2. Council Consideration of the Sale of a Black 2017 Ford Interceptor SUV to the Town of Ranchester, Wyoming for the total sum of ten dollars (\$10.00).**

Staff Reference: Sean Brown, City Attorney

K. PUBLIC COMMENT

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

- 1. Council Meeting Safety & Public Meeting Rules.**

Staff Reference: Michael H. Cole, City Administrator

L. ADMINISTRATOR'S REPORT

M. EXECUTIVE SESSION

N. ADJOURNMENT



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Invocation led by Deacon Kim Carroll of St. Matthews Catholic Church.



**CITY OF GILLETTE
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DATE: **November 18, 2025**

TITLE:

National Anthem & Songs - Energy City Voices



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Regular Meeting Minutes - November 4, 2025
Executive Session Meeting Minutes - November 4, 2025

ATTACHMENTS:

[Regular Meeting Minutes 11/04/2025](#)

A Regular Meeting of the City Council was held on Tuesday the 4th day of November 2025, in the City Hall Council Chambers.

Present were Councilmembers Smith, McLeland, Gross, Carsrud, Clary, West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Chief of Police Deaton; Directors Henderson, Muzzarelli, Pilon, Toscana, Wasson and Wilde; Grants Management Specialist Neville; Clerk of Court Zwirn; Municipal Court Judges Ringer and Gee; and City Clerk Allen.

Invocation and Pledge of Allegiance

The Invocation and Pledge of Allegiance was led by Pastor Gordon Harper of Vineyard Christian Fellowship.

Approval of General Agenda

Councilmember Clary made a motion to approve the General Agenda; seconded by Council President Carsrud.

Approval of Consent Agenda

Minutes

Regular Meeting Minutes - October 21, 2025

Executive Session Meeting Minutes - October 21, 2025

Ordinance 2nd Reading

ORDINANCE 26-08

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1 OF THE FREUND SUBDIVISION, ALSO KNOWN AS 3499 S DOUGLAS HIGHWAY, AND LOT 1, LOT 2, AND LOT 3 OF THE FREUND SUBDIVISION PHASE II, ALSO KNOWN AS 3511 S DOUGLAS HIGHWAY, 3661 S DOUGLAS HIGHWAY, AND 910 SIOUX AVENUE, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM I-1, LIGHT INDUSTRIAL DISTRICT AND C-1, GENERAL COMMERCIAL DISTRICT TO I-2, HEAVY INDUSTRIAL DISTRICT, PER THE ATTACHED EXHIBIT. (PLANNING COMMISSION VOTE: 6/0)

Bills and Claims

1001 Stanley, LLC, 5.12; Absolute Auto, LLC, 202.95; Action Lock & Key LLC, 75.00; AlSCO, 1,177.08; Altec Industries Inc, 5,376.09; Anixter Power Solutions, 17,294.31; April Shippy, 20.00; Architectural Specialties LLC, 2,782.92; Arete Design Group, 9,321.85; Arrow Printing And Graphics Inc, 75.00; Atlas Office Products, 2,434.09; Balco Uniform Co., Inc, 4,455.54; Begg Borough Steel, LLC, 3,951.92; Best Best & Krieger LLP, 3,445.00; Big Horn Tire Inc, 3,308.32; Bighorn Hydraulics Inc, 754.67; BJ Nelson/Nelson Auto Glass, 471.05; Black Hills Energy, 4,958.35; Black Hills Power & Light, 310,971.85; Black Hills Power & Light, 38,835.73; Black Hills Power & Light, 768,835.81; Black Hills Power & Light, 271,941.25; Black Hills Wyoming LLC, 192,779.89; Black Hills Wyoming LLC, 274,981.43; Blue Cross Blue Shield Of Wyoming, 108,182.10; Blue Cross Blue Shield Of Wyoming, 96,627.93; BNSF Railway Co, 4,992.22; Bomgaars Supply, 717.46; Border States Electric, 29,107.02; Brenntag Pacific, Inc, 18,963.40; Brian Roesner, 170.00; C3 Pathways, Incorporated, 2,995.00; Campbell County Public Land Board Complex, 136,069.80; Campbell County Senior Citizen Center, 60,000.00; Campbell County Sheriff, 8,450.00; CBH Co-Op, 2,352.39; Central Truck & Diesel Inc, 623.75; CenturyLink, 162.13; Charter Media, 1,299.00; Chyenne Neville, 170.10; City Clerk Office, 24,675.75; City Of Gillette - Petty Cash, 189.14; Collection Professionals Gillette, 1,073.94; Compression Leasing Services, 702.00; Core & Main, 5,147.00; Coulter West, 1,110.00; Courtney Lorraine Fulginiti, 225.00; Craig Furman, 300.00; Crisp, Bambi, 105.87; Crum Electric Supply Company, 573.16; Cues Inc, 9,488.87; Dakota Playground, Inc, 514.00; Dale Helsper, 708.00; Davis & Cannon LLP, 5,472.50; Dell Computer Corp, 96,578.16; Dell Computer Corp, 1,216.11; Delta Dental Of Wyoming, 25,776.20; Department Of Energy, 58,161.48; Design Construction LLC, 137,493.70; Dickey, Rob & Tina, 1.21; Eastview Estates LLC, 88.39; Employers Council Inc, 2,633.75; Employment Testing Center Of Wyoming, 1,775.00; Energy Laboratories Inc, 4,475.30; Entenmann Rovin Company, 375.19; Farmer Brothers Company, 178.57; First National Bank Of Gillette, 96.60; Frandson Safety Inc, 705.00; Gades Sales Company Inc, 252.00; Gallagher Benefit Services, Inc, 153.75; Gallagher Benefit Services, Inc, 9,125.00; Galls, An Aramark Company, 2,046.16; Gillette Contractors Supply Inc, 5,919.37; Gillette Steel Center, 1,484.07; Gray, Alicia, 82.40; Greiner Motor Company, 3,213.59; Grossenburg Implement Incorporated, 156.00; HD Supply Inc, 452.85; HDR Engineering Inc, 11,471.43; HealthEquity, Inc., 1,205.73; HealthEquity, Inc., 1,080.88; HealthEquity, Inc., 1,766.49; HealthEquity, Inc., 253.50; Hildebrand, Samuel, 0.01; Homax Oil, 32,802.04; Huson,

Jeremiah, 41.21; It Outlet Inc, 17,994.00; Jack's Truck Center Inc, 613.81; Jane Stearns M.S. LPC, 1,050.00; Jenner Equipment Co, 104.83; Jose Guerrero, 4,195.00; Karen's Delivery Service, 50.00; Kelly, Kassidie, 100.49; Kroeger, Kenadee, 167.19; Kyle Sprague, 173.20; Land Surveying Incorporated, 2,120.72; Lawson Products, Inc., 1,020.08; Lewis, Ramona, 144.50; Long's Plumbing & Heating Inc, 3,715.63; Mcdougald, Angel, 183.26; MCM General Contractors, 46,047.10; Michael Cole, 564.81; Ned Stroup, 3,313.50; Norco Inc, 1,101.31; One Call Of Wyoming Corp, 800.10; Optum Health Financial Services, 352.55; Ortega, Jesus, 131.70; Paintbrush Sewer & Drain, 13,534.70; Parkside Apartments Limited Partnership, 32.00; Partsone LLC, 1,543.00; Perez Lezama, Nayeli, 151.31; Postal Pros Southwest Inc, 4,173.77; Powder River Energy Corporation, 6,657.93; Powder River Heating & Conditioning Corporation, 239,515.71; Pro Force Law Enforcement, 671.70; Pro Windmill Inc, 715.00; ProElectric Inc, 3,806.78; Q A Balance Services Inc, 350.00; Rams Head Escrow Solutions, 153,549.56; Remington Village Icg, LLC, 134.40; Rms Instrument & Electrical, LLC, 1,530.00; Ryan Schrock, 218.00; S & S Builders, 1,835.40; Scott, Allison, 48.52; Security State Bank, 1,000,000.00; Shull, Patricia, 176.22; Signature Film Solutions, 314.62; Simon Contractors, 1,885.88; Simpson's Printing, 392.00; Southern Computer Warehouse, 2,586.08; Speakman, Camaron, 32.68; Spencer Fluid Power, 505.39; Spencer Fluid Power, 1,222.32; State Of Wyoming Office Of The Attorney General, 8,067.45; Stotz Equipment, 24,200.00; Strand's Lawn Care LLC, 7,875.39; Stuart C. Irby Co, 16,374.60; Syn-Tech Systems, Inc, 281.00; Terry Sjolín, 350.00; That Embroidery Place, 3,911.09; Thunder Basin Ford LLC, 587.02; Titus, Steven, 167.62; Travis Raisley, 231,572.00; Tystad, Tiffany, 209.88; UMB Bank, 99,132.02; United Central Industrial Supply Co, 228.71; University Of Wyoming Technology Transfer Center, 13.40; Vazquez Guzman, Perla, 34.06; Verdunity, 17,495.00; Verizon Wireless, 10,226.07; Vito, Matthew, 198.30; Wanaswa, Olivia, 122.59; Wastequip LLC, 44,115.63; Wausau Equipment Company Inc, 14,837.96; Webb, Tami, 406.26; Wesco Receivables Corp, 2,117.28; Western Services LLC, 7,500.00; Western Stationers, 4,010.79; White's Frontier Motors, 80.45; Wiles, Macie, 299.63; WS Audiology Usa, Inc., 7,145.46; Wyoming Center For Clinical Excellence, 1,300.00; Wyoming Machinery Co, 7,962.40; Wyoming Water Solutions, 21.00; Zoho Corporation, 33.00

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

Approval of Conflict Claims

Councilmember West made a motion to approve a Conflict Claim for Mayor Lundvall in the amount of \$1,932.00; seconded by councilmember Gross. Council members Smith, McLeland, Gross, Carsrud, Clary, and West voted aye. Mayor Lundvall abstained. The motion carried.

Comments

Council

Councilmember Smith expressed condolences for the loss of former Vice President Dick Cheney.

Liaison

Councilmember Smith announced updates from the Boys and Girls Club meeting, confirming the completion of their new fence and playground. Smith added that they are now turning their attention to launching their end-of-year fundraiser efforts.

Councilmember Gross asked the public to donate food or funds to the Council of Community Services if they are capable.

Written

City Clerk Allen stated that the City Clerk's Office received written comments from John Bear, Norberto Orellana, and Kelly Boltin in favor of repealing the Malicious Harms Ordinance and from Amy Caldwell opposed to repealing the Malicious Harms Ordinance.

Proclamations / Presentations

Cheyenne Neville, City Representative for the CARE Board, encouraged the community to light their homes in green to help raise awareness and support for Veterans. Mayor Lundvall then proclaimed November 2025 as *Green Light for Veterans*.

Lindsey Zwirn, Clerk of Municipal Court, introduced Judge Allison O. Gee and Judge Christopher R. Ringer as the City's Municipal Court Judges and presented statistics pertaining to the violations the court hears from citations relating to criminal, traffic, and animal cases. Both judges presented a brief overview of their qualifications.

Director Toscana presented a Things to Know Video for November 2025.

New Business

Minute Action

Council President Carsrud made a motion to approve a Settlement Agreement and Release of Claims Between the City of Gillette, Wyoming, and Velocity Constructors, Inc.; seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember Smith made a motion to approve the Acceptance of Public Improvements for the Wastewater Treatment Plant Headworks Improvement Project installed by Velocity Constructors, Inc., in the Amount of \$16,500,000 (Sewer Fund); seconded by councilmember Clary. All voted aye. The motion carried.

Councilmember Gross made a motion to approve the Acceptance of Development Improvements for the Hoskinson Health and Wellness Expansion Project, Installed by Hoskinson Contracting, on Behalf of the Developer, Hoskinson Biotechnology Holdings, LLC; seconded by councilmember Smith. All voted aye. The motion carried.

Councilmember West made a motion to approve a Professional Services Agreement for Construction Period Services Associated with the O'Hara Drive Water Main Project with KLJ Engineering in the Amount of \$108,370.00 (1% Project); seconded by councilmember Clary. Administrator Cole explained that the water main needs to be replaced due to leaks. Mr. Cole added that the city hopes to have the construction completed by next year. All voted aye. The motion carried.

RESOLUTION NO. 2925

A RESOLUTION APPROVING AND AUTHORIZING THE RESUBDIVISION OF LOT 1-B OF THE UPDIKE ADDITION TO BE KNOWN AS LOTS 1-C AND 1-D OF THE UPDIKE ADDITION; TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS. (PLANNING COMMISSION VOTE: 5/0)

Councilmember West made a motion to approve the foregoing Resolution; seconded by Council President Carsrud All voted aye. The motion carried.

Public Hearings and Considerations

Mayor Lundvall opened a Public Hearing to Consider the Transfer of Ownership of Retail Liquor License RTL-17 from H & S Inc., d.b.a. The Other Side Bar & Grill, to WI Investments LLC, d.b.a. The Other Side Bar & Grill, Located at 906 E. 2nd Street, Gillette, WY. The new owners stated that this is a unique opportunity for their family, and they appreciate the council for their consideration. Hearing no further public comments, he closed the public hearing.

Councilmember Gross made a motion to approve the Transfer of Ownership of Retail Liquor License RTL-17 from H & S Inc., d.b.a. The Other Side Bar & Grill, to WI Investments LLC, d.b.a. The Other Side Bar & Grill, located at 906 E. 2nd Street, Gillette, WY; seconded by councilmember Clary. All voted aye. The motion carried.

Mayor Lundvall reviewed the Public Hearing rules before opening a Public Hearing for an Ordinance Repealing Chapter 14, Section 14-42, of the Gillette City Code Regarding Malicious Harms, and Amending Chapter 16, Sections 16-1(B) and 16-2 of the Gillette City Code to Delete Reference to Gillette City Code Section 14-42.

Rolf Arands, Dean Vomhof, Clint Copping, Katherine Poynter, Beck Decker, Susan Clary, Laura Cox, George Dunlap, and John Black spoke in favor of repealing the Ordinance. Dave Cox shared his desire to amend the Ordinance to be more inclusive or repeal it.

Amy Caldwell, Amber Lewis, Joanne Tweedy, Heidi Kennedy, Karin Ebertz, Christopher Brelin, Dara Corkery, Tanya Krummreich, Christy Gerrits, Cindy MacDonald, Sheri England, Vicki Swenson, and Billy Montgomery spoke in opposition of repealing the Ordinance.

Hearing no further public comments, the mayor closed the public hearing.

ORDINANCE NO. 26-09

AN ORDINANCE REPEALING CHAPTER 14, SECTION 14-42, OF THE GILLETTE CITY CODE REGARDING MALICIOUS HARMS, AND AMENDING CHAPTER 16, SECTIONS 16-1(B) AND 16-2, OF THE GILLETTE CITY CODE TO DELETE REFERENCE TO GILLETTE CITY CODE SECTION 14-42.

Councilmember Clary made a motion to approve the foregoing Ordinance on first reading; seconded by Councilmember Smith. Councilmember Smith and Mayor Lundvall spoke in favor of repealing the Ordinance while council members Gross, McLeland, and West opposed. Council members Smith,

Carsrud, Clary, and Mayor Lundvall voted aye. Council members Gross, McLeland, and West voted nay. The motion carried.

Public Comment

Pat Collins expressed her disfavor for councilmember West’s previous comment to Mayor Lundvall.

Administrator’s Report

Administrator Cole stated that City offices will be closed on November 11th in observance of Veterans Day.

Executive Session

Councilmember Gross made a motion to go into Executive Session for Executive Session for Personnel Pursuant to W.S. 16-4-405(a)(ii); seconded by councilmember Smith. All voted aye. The motion carried.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 9:33 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, November 18, 2025, in the City Hall Council Chambers.

(S E A L)
ATTEST:

Shay Lundvall, Mayor

Alicia Allen, City Clerk
Publication Date: November 15, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration of a Request for Temporary Suspension of Hourly Parking Restrictions During the Holiday Season.

CASE BACKGROUND:

The Gillette Main Street Organization Requests the Temporary Suspension of the Hourly Parking Restrictions in Downtown Gillette During the Upcoming Holiday Season - From the Week of Thanksgiving Through January 1, 2026.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Gillette Main Street Parking Request](#)



RECEIVED

NOV 07 2025

City of Gillette

201 E. 5th Street
Gillette, WY 82716

Subject: Request for Temporary Suspension of 2-Hour Parking Restrictions During the Holiday Season

Dear Mayor Lundvall and City Council,

On behalf of Gillette Main Street, I would like to respectfully request the temporary suspension of the two-hour parking restrictions in Downtown Gillette during the upcoming holiday season — from the week of Thanksgiving through January 1, 2026.

For many years, this exemption has been a valued tradition that supports our local businesses and encourages residents to spend more time shopping, dining, and enjoying the holiday atmosphere in our historic downtown. Allowing visitors to park freely without the worry of time limits helps create a more relaxed and welcoming experience, especially during this critical shopping period.

The holiday season is an essential time for our small businesses. By lifting the parking restrictions, the City of Gillette demonstrates its continued partnership and commitment to promoting a vibrant local economy and strengthening community connections. This gesture helps ensure that our downtown remains the heart of holiday activity and community spirit.

We greatly appreciate the City's ongoing support of our downtown initiatives and partnerships. Please let us know if we can provide any additional information.

Thank you for your consideration and continued collaboration in keeping Downtown Gillette thriving.

Warm regards,

Jessica Seders, CEO
Gillette Main Street



307-686-0040



gillettemainstreet@gmail.com



314 S. Gillette Ave. - Gillette, WY 82716



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

ORDINANCE 3RD READING

Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of the Freund Subdivision, Also Known As 3499 S Douglas Highway, and Lot 1, Lot 2, and Lot 3 Of The Freund Subdivision Phase II, Also Known As 3511 S Douglas Highway, 3661 S Douglas Highway, and 910 Sioux Avenue, City of Gillette, Campbell County, Wyoming, from I-1, Light Industrial District and C-1, General Commercial District to I-2, Heavy Industrial District, per the Attached Exhibit. (Planning Commission Vote: 6/0)

SUGGESTED ACTION:

I move to Approve an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1 of the Freund Subdivision, Also Known As 3499 S Douglas Highway, and Lot 1, Lot 2, and Lot 3 Of The Freund Subdivision Phase II, Also Known As 3511 S Douglas Highway, 3661 S Douglas Highway, and 910 Sioux Avenue, City of Gillette, Campbell County, Wyoming, from I-1, Light Industrial District and C-1, General Commercial District to I-2, Heavy Industrial District, per the Attached Exhibit.

APPLICANT/OWNER:

Larry Lysne & Freund Investments LLC, Owner

AGENT:

Tom Dillon, L&H Industrial

CASE BACKGROUND:

ORDINANCE 1ST READING VOTE: 7/0

ORDINANCE 2ND READING VOTE: 7/0

The applicant seeks to amend the Zoning Map to rezone 3499, 3511, 3661 S Douglas Highway, and 910 Sioux Avenue from I-1, Light Industrial District And C-1, General Commercial District To I-2, Heavy Industrial District. The proposed rezone area is approximately 14.37 acres, with 3499 S Douglas Hwy being 2.87 acres, 3511 S Douglas Hwy being 3.43 acres, 3661 S Douglas Hwy being 5.39 acres, 910 Sioux Ave being 2.67 acres. The minimum district size for the I-2 District is 10 acres; this rezone does

meet the minimum district requirements and will merge with the existing I-2 District to the east that is currently 15.21 acres making the total new I-2 District 29.58 acres. 3499 S Douglas Hwy contains one building towards the street and a fenced area used for storage along the rear of the property. 3511 S Douglas Hwy has a fence running near the front of the property and what appears to be a concrete pad, with some storage at the rear of the property. 3661 S Douglas Hwy and 910 Sioux Ave are currently vacant. All properties have access to city water, sewer, and electric utilities.

The surrounding Zoning Districts are:

North – I-1, Light Industrial District and I-2, Heavy Industrial District

East – I-2, Heavy Industrial District; R-1, Single Family Residential District

South – C-1, General Commercial District; R-1, Single Family Residential District

West – I-1, Light Industrial District; C-1, General Commercial District

The applicant's reason for this rezone request is as follows: "We are currently leasing the property from Freund Investments until July 1, 2026, when we will purchase the property. We need to rezone all 4 parcels to I-2 (Heavy Industrial)."

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 b) as a valid reason for this proposed rezone, specifically for general welfare, the change of zoning district will allow for the future expansion of an existing local business, which in turn helps the local economy.

This case was approved by the Planning Commission during their October 7, 2025, meeting with a vote of 6/0.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

CASE MANAGER:

Meredith Duvall, City Planning Manager

ATTACHMENTS:

[Ordinance](#)

[Vicinity Map](#)

[Planning Requirements](#)

[Finding of Facts](#)

[10.07.2025 Planning Commission Minutes](#)

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1 OF THE FREUND SUBDIVISION, ALSO KNOWN AS 3499 S DOUGLAS HIGHWAY, AND LOT 1, LOT 2, AND LOT 3 OF THE FREUND SUBDIVISION PHASE II, ALSO KNOWN AS 3511 S DOUGLAS HIGHWAY, 3661 S DOUGLAS HIGHWAY, AND 910 SIOUX AVENUE, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM I-1, LIGHT INDUSTRIAL DISTRICT AND C-1, GENERAL COMMERCIAL DISTRICT TO I-2, HEAVY INDUSTRIAL DISTRICT, PER THE ATTACHED EXHIBIT.

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

Section 1. Legal Description

Lot 1 Of The Freund Subdivision, Also Known As 3499 S Douglas Highway, And Lot 1, Lot 2, And Lot 3 Of The Freund Subdivision Phase II, Also Known As 3511 S Douglas Highway, 3661 S Douglas Highway, And 910 Sioux Avenue, City Of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Lot 1 Of The Freund Subdivision, Also Known As 3499 S Douglas Highway, And Lot 1, Lot 2, And Lot 3 Of The Freund Subdivision Phase II, Also Known As 3511 S Douglas Highway, 3661 S Douglas Highway, And 910 Sioux Avenue, City Of Gillette, Campbell County, Wyoming is hereby amended from I-1, Light Industrial District And C-1, General Commercial District To I-2, Heavy Industrial District, per the attached Exhibit.

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

(S E A L)

Shay Lundvall, Mayor

ATTEST:

Alicia Allen, City Clerk

Publication Date:

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
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1 inch equals 333 feet

1 inch equals 0.06 miles

September 24, 2025

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

Planning Requirements

PL2025-0035

Zoning Map Amendment | 3499, 3511, 3661 S Douglas Hwy; 910 Sioux Ave

There are no Planning Requirements for this case.

BEFORE THE CITY OF GILLETTE PLANNING COMMISSION

CITY OF GILLETTE

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)
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)
PL2025-0035

**ZONING MAP AMENDMENT
3499, 3511, 3661 S DOUGLAS HIGHWAY,
AND 910 SIOUX AVENUE
CITY OF GILLETTE ZONING ORDINANCE**

PETITIONER

)
)
)
LARRY LYSNE & FREUND INVESTMENTS LLC

FINDINGS OF FACT; CONCLUSIONS OF LAW

THESE MATTERS came before the City of Gillette Planning Commission (“Commission”) on October 7, 2025, for hearing on the Zoning Map Amendment filed by Petitioner Larry Lysne & Freund Investments LLC, represented by Tom Dillon of L&H Industrial. Petitioner seeks to change the zoning district of 3499, 3511, 3661 S Douglas Highway, and 910 Sioux Avenue from I-1, Light Industrial District and C-1, General Commercial District To I-2, Heavy Industrial District. Chair Shaun Hottell, chairman of the Commission presided. Commissioners Vice-chair Richard Cone, Matthew Nelson, Jack Colson, Brian Rozier, and Lance Walker were also present.

Meredith Duvall, City Planning Manager for the City of Gillette, acted as Case Manager for the proceedings. The Commission, having heard the statements and evidence presented by the 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 3499, 3511, 3661 S Douglas Highway, and 910 Sioux Avenue.

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

4. Petitioner established that the Zoning Map Amendment will change the Zoning Map for 3499, 3511, 3661 S Douglas Highway, and 910 Sioux Avenue from I-1, Light Industrial District and C-1, General Commercial District To I-2, Heavy Industrial District.

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

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

7. Case Manger established that the Staff Recommendation supports the Zoning Map Amendment to change the zoning district for 3499, 3511, 3661 S Douglas Highway, and 910 Sioux Avenue.

8. At the hearing, the Case Manger demonstrated the proposed changes support recognizing changing conditions in the City for public health, safety, or welfare as it will allow for the future expansion of an existing local business, which in turn helps the local economy.

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 3499, 3511, 3661 S Douglas Highway, and 910 Sioux Avenue from I-1, Light Industrial District and C-1, General Commercial District To I-2, Heavy Industrial District based on recognizing changing conditions in the City for public health, safety, or general welfare. 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 October, 2025.

CITY OF GILLETTE PLANNING COMMISSION

Shaun Hottell, Chair

ATTEST: _____
Meredith Duvall, City Planning Manager

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Community Room ~ City Hall ~ October 7, 2025 ~ 5:15 pm

PRESENT

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

Commission Members Absent: Ian Scott

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

CALL TO ORDER

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

APPROVAL OF
THE MINUTES

A motion was made by Vice-Chair Cone to approve the meeting minutes of August 26, 2025. Lance Walker seconded the motion. Motion carried 6/0.

Case No.
PL2025-0035 –
MAP
AMENDMENT –
349, 3511 3661 S
Douglas Hwy and
910 Sioux Ave

The applicant, Tom Dillon, L&H Industrial, seeks to amend the Zoning Map to rezone 3499, 3511, 3661 S Douglas Highway, and 910 Sioux Avenue from I-1, Light Industrial District And C-1, General Commercial District To I-2, Heavy Industrial District.

The proposed rezone area is approximately 14.37 acres. The minimum district size for the I-2 District is 10 acres; this rezone does meet the minimum district requirements and will merge with the existing I-2 District to the east that is currently 15.21 acres making the total new I-2 District 29.58 acres.

3499 S Douglas Hwy contains one building towards the street and a fenced area used for storage along the rear of the property. 3511 S Douglas Hwy has a fence running near the front of the property and what appears to be a concrete pad, with some storage at the rear of the property. 3661 S Douglas Hwy and 910 Sioux Ave are currently vacant. All properties have access to city water, sewer, and electric utilities.

Chair Hottell asked if there were any inquiries from the public on the case, and Meredith Duvall said the Planning Division did receive one call from someone who had questions on the case, and they were in the audience for the meeting.

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

Allen Barelle, resident on Sioux Avenue, was present and said there have been past issues with Freund construction he has had with increased traffic on Sioux Avenue. He does not want the increased traffic with heavy trucks to happen again as he is worried about safety of the neighborhood and the work being constant day and night. Mr. Barelle said at that time he requested a fence to be put in, and only a drill pipe was installed which has caused issues for the storm sewer needing to be cleaned out of debris. Mr. Barelle wanted a noise buffering fence to be installed. Mr. Barelle said he wanted an impact study to be done to show how the rezoning would impact the neighborhood. Mr. Barelle also stated he is concerned how the rezoning would affect his property values, as well as the wildlife in the area.

Meredith Duvall said this case will be going to October 21, 2025, meeting no matter how the Planning Commission voted on this case, as they are an advisory committee for the City Council. And for the fencing Mr. Barelle was requesting, Ms. Duvall said

the developer would be required to implement a landscape and buffering plan which would be part of their commercial site plan going through city review when they are ready to develop the lots. Also, drainage and traffic studies will be required for the commercial site plan. Shannon Stefanick obtained Mr. Barelle's contact information to send him the landscaping and buffering requirements for the city.

Tom Dillon and Mike Wandler, with L&H Industrial, were present and said their business has no desire to put any additional vehicles onto Sioux Avenue and have been talking to the city's Engineering Division regarding access off Sinclair Avenue onto the property. Mr. Wandler said with the development of this property, it will give L&H Industrial a chance to continue to grow, though they do not have immediate plans to develop the property but hope to utilize it as they continue to grow. Mr. Wandler said they intend to be good neighbors and are open to installing a wall or fence for the neighbors.

Jack Colson asked if one of the lots would have to be zoned Commercial to be a buffer zoning district between the lots zoned Industrial and the lots zoned Residential. Ms. Duvall said it is not required to have a buffered zoning district, but there are buffer requirements for landscaping.

Chair Hottell asked if L&H Industrial utilized 24/7 operations, and Mr. Wandler said they did, however at this time it was a smaller crew during the night shift. Mr. Hottell asked what was being done at their current location for noise mitigation, and Mr. Wandler said the doors are shut. Mr. Wandler also said if the proposed rezoning lots were developed, he would look at putting in a tall wall to help with noise mitigation.

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

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the next meetings would be October 28, 2025, and November 12, 2025, and would start being held in the Council Chambers through the duration of the construction for the remodel of City Hall.

ADJOURNMENT

The meeting was adjourned at 5:44 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: November 18, 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 11/18/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
1511-NORCO INC			
	198823	CUSTODIAL INVENTORY	2,023.41
		VENDOR TOTAL:	2,023.41
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL			
	198610	OCTOBER 2025 OFFICER TRAINING FEES	60.00
		VENDOR TOTAL:	60.00
2300-WESTERN STATIONERS			
	198839	OS INVENTORY	52.46
	198840	OS INVENTORY	40.08
	198841	OS INVENTORY	44.25
	198842	OS INVENTORY	44.25
	198843	OS INVENTORY	44.25
		VENDOR TOTAL:	225.29
		DIVISION TOTAL:	2,308.70
		DEPARTMENT TOTAL:	2,308.70

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Check Approval Date of 11/18/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
01-MAYOR & COUNCIL		
1748-THAT EMBROIDERY PLACE		
198603	EMBROIDERY	187.00
	VENDOR TOTAL:	187.00
	DIVISION TOTAL:	187.00
04-SPECIAL PROJECTS		
4629-APEX MECHANICAL, LLC		
198767	CITY HALL CHILLER REPLACEMENT	157,808.98
	VENDOR TOTAL:	157,808.98
5166-BEGG BOROUGH STEEL, LLC		
198553	PARTS	1,351.97
	VENDOR TOTAL:	1,351.97
2481-CAMPBELL COUNTY PUBLIC HEALTH		
198513	FLU SHOTS	1,875.00
	VENDOR TOTAL:	1,875.00
1381-CITY OF GILLETTE		
198768	CITY HALL CHILLER REPLACEMENT	8,305.74
	VENDOR TOTAL:	8,305.74
1345-ENERGY CAPITAL ECONOMIC DEVELOPMENT		
198683	SERVICE FUNDING *GRANT	10,000.00
	VENDOR TOTAL:	10,000.00
1864-FIRST NATIONAL BANK OF GILLETTE		
198695	ENZI PRACTICE FIELDS IMPROVEME	2,172.08
	VENDOR TOTAL:	2,172.08
1422-GILLETTE CONTRACTORS SUPPLY INC		
198797	PARKS * ENZI * TYLER	119.90
	VENDOR TOTAL:	119.90
4422-INTERSTATE ENGINEERING, INC		
198701	CITY POOL RECONSTRUCTION	3,475.00
	VENDOR TOTAL:	3,475.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
1958-PCA ENGINEERING INC			
	198714	ENZI PRACTICE FIELD IMPROVEMEN	11,341.53
		VENDOR TOTAL:	11,341.53
2033-POWDER RIVER CONSTRUCTION			
	198694	ENZI PRACTICE FIELDS IMPROVEME	41,269.48
		VENDOR TOTAL:	41,269.48
5141-RON TURLEY ASSOCIATES INC			
	198514	FLEET ANALYSIS	4,075.00
		VENDOR TOTAL:	4,075.00
2070-SOUTHERN COMPUTER WAREHOUSE			
	198826	DALBEY 59 BRIDGE SECURITY CAMERAS	3,482.62
		VENDOR TOTAL:	3,482.62
		DIVISION TOTAL:	245,277.30
		DEPARTMENT TOTAL:	245,464.30

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
2312-THOMSON WEST			
	198605	SUBSCRIPTION	774.76
		VENDOR TOTAL:	774.76
		DIVISION TOTAL:	774.76
		DEPARTMENT TOTAL:	774.76

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
4908-COOPERATIVE PERSONNEL SERVICES			
	198572	EMPLOYEE HANDBOOK	1,090.00
		VENDOR TOTAL:	1,090.00
1804-SIMPSON'S PRINTING			
	198571	PD TRAINING CARDS	45.00
		VENDOR TOTAL:	45.00
		DIVISION TOTAL:	1,135.00
		DEPARTMENT TOTAL:	1,135.00

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
25-FINANCE			
1158-BENNETT WEBER & HERMSTAD LLP			
	198655	FY24/25 AUDIT	37,500.00
		VENDOR TOTAL:	37,500.00
5555-MISC EMPLOYEE VENDOR			
	198657	TUITION REIMBURSEMENT	1,389.00
		VENDOR TOTAL:	1,389.00
		DIVISION TOTAL:	38,889.00
26-CUSTOMER SERVICE			
1082-ARROW PRINTING AND GRAPHICS INC			
	198592	BUSINESS CARDS - CUSTOMER SERVICE	69.00
		VENDOR TOTAL:	69.00
1898-ONLINE UTILITY EXCHANGE			
	198606	UTILITY EXCHANGE REPORT	429.60
		VENDOR TOTAL:	429.60
3369-POSTAL PROS SOUTHWEST INC			
	198591	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,931.93
	198615	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,463.10
		VENDOR TOTAL:	4,395.03
		DIVISION TOTAL:	4,893.63
34-INFORMATION TECHNOLOGY			
4025-AGOSTO HOLDINGS, LLC			
	198619	GOOGLE VOICE	3,547.86
		VENDOR TOTAL:	3,547.86
1339-CDW GOVERNMENT INC			
	198844	IT * VEEAM * MIKE P	3,043.02
		VENDOR TOTAL:	3,043.02
4860-GEOGRAPH TECHNOLOGIES, LLC			
	198617	GEOGRAPH CRESCENT LINK	24,000.00
		VENDOR TOTAL:	24,000.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
1300-MILSOFT INTEGRATED SOLUTIONS			
	198618	MILSOFT	41,045.25
		VENDOR TOTAL:	41,045.25
4993-SMARSH INC.			
	198649	ADDITIONAL SMS ARCHIVES	66.51
		VENDOR TOTAL:	66.51
5033-VERSATERM PUBLIC SAFETY US, INC.			
	198620	BLUETEAM/IAPRO	4,774.88
		VENDOR TOTAL:	4,774.88
2247-VISIONARY COMMUNICATIONS			
	198621	INTERNET SERVICE	1,092.96
		VENDOR TOTAL:	1,092.96
		DIVISION TOTAL:	77,570.48
		DEPARTMENT TOTAL:	121,353.11

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
4893-ADVANCED NETWORK MANAGEMENT INC		
198777	FORENSIC NETWORK UPGRADE	21,673.02
198778	FORENSIC NETWORK UPGRADE	6,599.03
	VENDOR TOTAL:	28,272.05
4481-BALCO UNIFORM CO., INC		
198633	NAMETAPE	15.00
198634	BULLET PROOF VESTS	5,805.90
	VENDOR TOTAL:	5,820.90
2477-CAMPBELL COUNTY JUVENILE PROBATION		
198630	FYU25/26 1ST QTR DRUG TESTING	2,270.40
	VENDOR TOTAL:	2,270.40
2483-CAMPBELL COUNTY SHERIFF		
198635	SEPTEMBER 2025 PRISONER BILLING	2,850.00
	VENDOR TOTAL:	2,850.00
1368-CHILDREN'S HOME SOCIETY		
198636	FORENSIC INTERVIEW	150.00
198637	FORENSIC INTERVIEW	150.00
	VENDOR TOTAL:	300.00
3860-COMMUNICATION TECHNOLOGIES INC		
198632	RADIO MAINTENANCE	278.00
	VENDOR TOTAL:	278.00
5134-COURTNEY LORRAINE FULGINITI		
198624	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	75.00
2597-CRAIG FURMAN		
198625	DUI BLOOD DRAW	75.00
198626	DUI BLOOD DRAW	75.00
198627	DUI BLOOD DRAW	75.00
198628	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	300.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
1863-FIRST INTERSTATE BANK OF MONTANA		
198629	FRAUD	29.00
	VENDOR TOTAL:	29.00
1809-INTOXIMETERS INC		
198819	PD * ALCO-SENSOR FST	12,000.00
	VENDOR TOTAL:	12,000.00
5175-LONE CYPRESS SUPPLY, LLC.		
198820	PD - MAGNIFIER * DEREK	6,222.00
	VENDOR TOTAL:	6,222.00
55555-MISC EMPLOYEE VENDOR		
198659	FY25/26 BOOT ALLOWANCE	119.27
	VENDOR TOTAL:	119.27
4700-ROCKY MOUNTAIN ACCREDITATION NETWORK		
198631	FY25/26 DUES	225.00
	VENDOR TOTAL:	225.00
4925-SAFE RESTRAINTS INC		
198648	WRAP BAGS	317.12
	VENDOR TOTAL:	317.12
2066-SOURCE OFFICE PRODUCTS		
198638	2025 CALENDARS	388.03
	VENDOR TOTAL:	388.03
1748-THAT EMBROIDERY PLACE		
198604	BABY GIFT	45.00
	VENDOR TOTAL:	45.00
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
198639	PD COUNSELING	200.00
198640	PD COUNSELING	200.00
198641	PD COUNSELING	200.00
198642	PD COUNSELING	200.00

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
198643	PD COUNSELING	200.00
198644	PD COUNSELING	200.00
198645	PD COUNSELING	200.00
198646	PD COUNSELING	200.00
198647	PD COUNSELING	200.00
	VENDOR TOTAL:	1,800.00
	DIVISION TOTAL:	61,311.77
45-ANIMAL SHELTER		
2296-WESTERN SERVICES LLC		
198565	ACO/PD INPOUND YARD	9,974.73
	VENDOR TOTAL:	9,974.73
	DIVISION TOTAL:	9,974.73
	DEPARTMENT TOTAL:	71,286.50

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
198499	RUG CLEANING	20.83
198501	RUG CLEANING	48.42
198508	RUG CLEANING	20.83
198510	RUG CLEANING	48.42
	VENDOR TOTAL:	138.50
5025-MECHANICAL DESIGN WORKS		
198515	IT AC UPGRADE DESIGN	1,200.00
	VENDOR TOTAL:	1,200.00
2116-RAPID FIRE PROTECTION INC		
198576	FIRE INSPECTIONS WAREHOUSE	330.00
	VENDOR TOTAL:	330.00
2296-WESTERN SERVICES LLC		
198565	ACO/PD INPOUND YARD	15,294.38
	VENDOR TOTAL:	15,294.38
	DIVISION TOTAL:	16,962.88
50-PUBLIC WORKS ADMIN		
1764-JLC SIGN SYSTEMS INC		
198609	MEMORIAL BENCH PLAQUE - DUKE CAMPBELL	405.00
	VENDOR TOTAL:	405.00
4148-TERRY SJOLIN		
198682	SCHEDULING FOR THE FIELDS	225.00
	VENDOR TOTAL:	225.00
	DIVISION TOTAL:	630.00
51-PARKS		
1040-ALSCO		
198506	UNIFORM CLEANING	44.98
198622	UNIFORM CLEANING	42.12
	VENDOR TOTAL:	87.10

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
198607	OCTOBER 2025 ANTELOPE VALLEY WATER	7.50
	VENDOR TOTAL:	7.50
5166-BEGG BOROUGH STEEL, LLC		
198554	PARTS	423.99
	VENDOR TOTAL:	423.99
3909-CRESTVIEW IMPROVEMENT & SERVICE DISTRICT		
198608	OCTOBER 2025 CRESTVIEW PARK WATER	7.50
	VENDOR TOTAL:	7.50
1510-HERITAGE VILLAGE WATER & SEWER DISTRICT		
198512	2025 HERITAGE VILLAGE PARK WATER	7,888.17
	VENDOR TOTAL:	7,888.17
1114-LONG'S PLUMBING & HEATING INC		
198573	BACK FLOW INSPECITONS	16,745.93
	VENDOR TOTAL:	16,745.93
1919-PAINTBRUSH SEWER & DRAIN		
198518	GREASE TRAP MAINTENANCE AT ECSC	169.60
	VENDOR TOTAL:	169.60
5078-PARTSONE LLC		
198527	PARTS	16.78
	VENDOR TOTAL:	16.78
	DIVISION TOTAL:	25,346.57
54-STREETS		
1040-ALSCO		
198497	UNIFORM CLEANING	169.98
198504	UNIFORM CLEANING	61.28
	VENDOR TOTAL:	231.26
5186-FALCON CONSTRUCTION, LLC		
198582	PREPPED AND POURED 5 SQY SIDEWALK	2,780.00
198583	PREPPED AND POURED 13 SQY OF SIDEWALK	1,170.00

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Check Approval Date of 11/18/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
5186-FALCON CONSTRUCTION, LLC			
	198584	PREPPED AND POURED CURB AND GUTTER, SIDEWALK	1,650.00
	198585	PREPPED AND POURED CURB AND GUTTER, SIDEWALK	870.00
	198586	PREPPED AND POURED CURD AND GUTTER, SIDEWALK	1,830.00
	198587	PREPPED AND POURED 11 SQY SIDEWALK	990.00
		VENDOR TOTAL:	9,290.00
1802-SIMON CONTRACTORS			
	198616	ROCK	350.00
		VENDOR TOTAL:	350.00
2070-SOUTHERN COMPUTER WAREHOUSE			
	198845	REPLACEMENT PRINTER	1,026.77
	198846	REPLACEMENT PRINTER	440.00
		VENDOR TOTAL:	1,466.77
		DIVISION TOTAL:	11,338.03
		DEPARTMENT TOTAL:	54,277.48

Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
4583-KATIE J GOLINVAUX		
198519	PROFESSIONAL DEVELOPMENT FOR ENGINEERING	450.00
	VENDOR TOTAL:	450.00
	DIVISION TOTAL:	450.00
62-TRAFFIC SAFETY		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
198593	GO THROUGH OLD EQUIP, SET UP PORTABLE	130.00
198612	SIGNAL MAINTENANCE	605.00
198613	VATOR HOLES FOR MISSING SIGNS	620.00
198614	SIGNAL MAINTENANCE	380.00
	VENDOR TOTAL:	1,735.00
	DIVISION TOTAL:	1,735.00
	DEPARTMENT TOTAL:	2,185.00

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
65-PUBLIC AFFAIRS DEPARTMENT			
32-JUDICIAL			
2483-CAMPBELL COUNTY SHERIFF			
	198635	SEPTEMBER 2025 PRISONER BILLING	750.00
		VENDOR TOTAL:	750.00
4003-MICHAEL STULKEN			
	198611	DEFENSE ATTORNEY	500.00
		VENDOR TOTAL:	500.00
		DIVISION TOTAL:	1,250.00
		DEPARTMENT TOTAL:	1,250.00
		FUND TOTAL:	500,034.85

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Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
5075-CALIFORNIA SENSOR CORPORATION		
198772	CENTRAL CONTROL * SERVICE AGRE	11,000.00
	VENDOR TOTAL:	11,000.00
1381-CITY OF GILLETTE		
198770	FORCE ROAD M&O * RETAINAGE	2,307.50
	VENDOR TOTAL:	2,307.50
1415-CONSOLIDATED ENGINEERS INC		
198711	2025 SEWER POINT REPAIRS - DES	8,053.00
198715	DESERT HILLS CIRCLE FDR - DESI	388.50
198773	SPRUCE AND KLUVER SURFACING *	3,930.00
	VENDOR TOTAL:	12,371.50
1684-DRM INC		
198696	SEWER POINT REPAIRS (DELANIE A	50,226.66
	VENDOR TOTAL:	50,226.66
1864-FIRST NATIONAL BANK OF GILLETTE		
198691	CENTRAL CONTROL PHASE 2 * RETA	10,208.16
198699	ARLINGTON COURT DRAINAGE ACCES	4,364.88
	VENDOR TOTAL:	14,573.04
1866-FIRST NORTHERN BANK OF WYOMING		
198697	SEWER POINT REPAIRS (DELANIE A	2,643.51
	VENDOR TOTAL:	2,643.51
5056-FIRST STATE BANK, DIVISION OF GLACIER BANK		
198764	ALLEN AVE IMPROVEMENTS * RETAI	10,753.72
	VENDOR TOTAL:	10,753.72
1450-HDR ENGINEERING INC		
198709	MADISON LINE CATHODIC PROTECTI	2,967.50
198723	HERITAGE LIFT STATION REPLACEM	3,388.75
	VENDOR TOTAL:	6,356.25

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1560-HLADKY CONSTRUCTION			
	198690	CENTRAL CONTROL PHASE 2	193,955.13
	198698	ARLINGTON COURT DRAINAGE ACCES	82,932.62
		VENDOR TOTAL:	276,887.75
1589-HOT IRON			
	198685	640 N HWY 14-16 SEWER IMPROVEM	4,269.57
	198692	DESERT HILLS CIRCLE FDR	7,391.81
		VENDOR TOTAL:	11,661.38
1754-KLJ ENGINEERING LLC			
	198706	RR QUIET ZONES MAINTENACE REPA	2,854.49
	198707	REMINGTON DRAINAGE IMPROVEMENT	2,047.60
	198708	ALLEN AVENUE RECONSTRUCTION *	9,708.05
	198725	2023 MCCANN HEIGHTS PROJECT	2,375.35
	198727	ARLINGTON COURT DRAINAGE ACCES	6,187.91
		VENDOR TOTAL:	23,173.40
1312-MORRISON MAIERLE INC			
	198702	640 N HWY 14-16 SEWER IMPROVEM	21,406.56
	198703	FOOTHILLS DRAINAGE IMPROVEMENT	7,196.00
	198774	FOX PARK WATER MONITORING BUIL	9,392.75
	198775	2023 WATER MAIN INTERCONNECT	1,703.75
		VENDOR TOTAL:	39,699.06
1958-PCA ENGINEERING INC			
	198704	RC RANCH MILL AND OVERLAY	645.00
	198705	2025 CHIP SEAL PROJECT	695.00
	198713	IRRIGATION CENTRAL CONTROL PHA	9,138.75
	198721	ECHETA ROAD RECONSTRUCTION	16,436.75
		VENDOR TOTAL:	26,915.50
2033-POWDER RIVER CONSTRUCTION			
	198670	QUIET ZONE CROSSING REPAIRS AND MAINTENANCE	24,633.25
		VENDOR TOTAL:	24,633.25

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
2051-PRO BUILT HOMES INC			
	198580	REPAIRS TO SHED AT 2903 ALLEN AVE	11,945.57
		VENDOR TOTAL:	11,945.57
5064-RVE, INC			
	198712	DALBEY IMPROVEMENTS STUDY	17,591.75
		VENDOR TOTAL:	17,591.75
1779-SECURITY STATE BANK			
	198686	640 N HWY 14-16 SEWER IMPROVEM	224.71
	198693	DESERT HILLS CIRCLE FDR * RETA	389.04
		VENDOR TOTAL:	613.75
1802-SIMON CONTRACTORS			
	198769	FORCE ROAD M&O	43,842.50
		VENDOR TOTAL:	43,842.50
4738-STEVEN GERBER			
	198763	ALLEN AVE IMPROVEMENTS	186,720.59
		VENDOR TOTAL:	186,720.59
2363-WWC ENGINEERING			
	198716	2025 ROHAN DRAINAGE * DESIGN	481.25
	198717	2025 ROHAN DRAINAGE * DESIGN	87.50
	198718	FORCE ROAD R&O	11,593.75
	198719	FORCE ROAD R&O	16,712.50
	198720	FORCE ROAD R&O	12,277.25
	198724	SUTHERNLAND SUBDIVISION R & O	6,093.75
	198771	OVERDALE/OREGON SURFACING PROJ	1,225.00
		VENDOR TOTAL:	48,471.00
		DIVISION TOTAL:	822,387.68
		DEPARTMENT TOTAL:	822,387.68
		FUND TOTAL:	822,387.68

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	Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
3656-BAKER HUGHES, A GE COMPANY, LLC			
	198588	M-13	4,026.20
	198598	M-15	4,026.20
	198600	M-14	3,830.20
		VENDOR TOTAL:	11,882.60
1684-DRM INC			
	198765	GRWSP PHASE III	40,843.93
		VENDOR TOTAL:	40,843.93
1866-FIRST NORTHERN BANK OF WYOMING			
	198766	GRWSP PHASE III - RETAINAGE	2,149.68
		VENDOR TOTAL:	2,149.68
1450-HDR ENGINEERING INC			
	198722	GILLETTE REGIONAL WATER SUPPLY	26,452.50
		VENDOR TOTAL:	26,452.50
1312-MORRISON MAIERLE INC			
	198700	GILLETTE REGIONAL WATER SUPPLY	3,260.50
		VENDOR TOTAL:	3,260.50
		DIVISION TOTAL:	84,589.21
		DEPARTMENT TOTAL:	84,589.21
		FUND TOTAL:	84,589.21

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	Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
70-UTILITIES ADMINISTRATION			
55555-MISC EMPLOYEE VENDOR			
	198661	TRAVEL REIMBURSEMENT	98.70
		VENDOR TOTAL:	98.70
2406-XEROX CORPORATION			
	198654	COPIER MAINTENANCE	44.15
		VENDOR TOTAL:	44.15
		DIVISION TOTAL:	142.85
		DEPARTMENT TOTAL:	142.85
		FUND TOTAL:	142.85

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Invoice Number		Invoice Description	Amount
502-SOLID WASTE FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
198730	UE 36286 4412 ALISON		19.37
198732	UE 36286 4412 ALISON		82.13
VENDOR TOTAL:			101.50
DIVISION TOTAL:			101.50
DEPARTMENT TOTAL:			101.50

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Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
198498	UNIFORM CLEANING	17.63
198505	UNIFORM CLEANING	17.63
	VENDOR TOTAL:	35.26
2434-AMERICAN WELDING & GAS INC		
198623	CYLINDER RENT	39.86
	VENDOR TOTAL:	39.86
2563-PACIFIC HIDE & FUR DEPOT		
198601	METAL RODS FOR 3 YARD LIDS	647.42
	VENDOR TOTAL:	647.42
2303-WESTERN WASTE SOLUTIONS INC		
198516	RECYCLING	6,210.00
198517	3 YARD DUMPSTER	97.00
	VENDOR TOTAL:	6,307.00
	DIVISION TOTAL:	7,029.54
	DEPARTMENT TOTAL:	7,029.54
	FUND TOTAL:	7,131.04

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Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1029-AIR TECH INC		
198595	CHECK A/C AT THE ANTELOPE VALLEY PUMP STATION	105.00
	VENDOR TOTAL:	105.00
2852-CORE & MAIN		
198800	WATER - SUMP PUMP * ELI	1,538.80
	VENDOR TOTAL:	1,538.80
5067-ELITE INDUSTRIAL LLC		
198590	VIBRATION ANALYSIS ON MONITORS AT PINE RIDGE	2,050.00
	VENDOR TOTAL:	2,050.00
1450-HDR ENGINEERING INC		
198709	MADISON LINE CATHODIC PROTECTI	1,850.00
	VENDOR TOTAL:	1,850.00
2663-MIDTOWN MANAGEMENT LLC		
198602	EASEMENT FOR WATER, SEWER, AND STORM LINE	355.00
	VENDOR TOTAL:	355.00
4997-PVS DX INC		
198589	CHEMICALS	8,203.76
	VENDOR TOTAL:	8,203.76
2114-RAILROAD MANAGEMENT CO LLC		
198594	LICENSE FEES - 12" WATER PIPELINE CROSSING	458.76
	VENDOR TOTAL:	458.76
1802-SIMON CONTRACTORS		
198596	CLEAN LIMESTONE	459.75
	VENDOR TOTAL:	459.75
	DIVISION TOTAL:	15,021.07
77-SWIMMING POOL		
5102-EXTREME PRECISION SCAFFOLDING, LLC		
198652	SLIDE WAX	5,719.05
	VENDOR TOTAL:	5,719.05

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
77-SWIMMING POOL			
5078-PARTSONE LLC			
	198597	PARTS	71.92
		VENDOR TOTAL:	71.92
		DIVISION TOTAL:	5,790.97
		DEPARTMENT TOTAL:	20,812.04
		FUND TOTAL:	20,812.04

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
198728	UE 11372 811 MOUNTAIN VIEW	19.04
198729	UE 11546 2404 FOOTHILLS	36.26
198731	UE 17062 87 SIERRA	65.40
198733	UE 17531 2621 LEDOUX	198.54
198734	UE 7724 1119 GRANITE	67.41
198735	UE 4906 428 WALNUT	93.18
198736	UE 11388 811 MOUNTAIN VIEW	274.58
198737	UE 26750 3706 WASHINGTON	120.58
198738	UE 9742 323 WESTHILLS	140.35
198739	UE 18249 2725 GANNETT	148.47
198740	UE 27236 1001 DESERT HILLS	32.00
198741	UE 18376 915 CHURCH	93.21
198742	UE 18186 902 CHURCH	68.98
198743	UE 32346 4512 RUNNING W	174.00
198744	UE 32846 4534 RUNNING W	90.72
198745	UE 6290 508 VIVIAN	120.38
198746	UE 26200 1219 MIDDLE FORK	132.08
198747	UE 1424 608 3RD	85.95
198748	UE 32538 4520 RUNNING W	168.29
198749	UE 38964 3404 QUACKER	60.99
198750	UE 13234 407 BEECH	379.75
198751	UE 17904 1016 ELON	126.86
198752	UE 27578 1101 DESERT HILLS	69.50
198753	UE 24364 1801 WARLOW	56.25
198754	UE 38076 804 MOUNTAIN VIEW	181.14
198755	UE 5064 103 WALNUT	38.62
198756	UE 35398 717 EXPRESS	153.93
198757	UE 12608 923 MOUNTAIN VIEW	113.61
198758	UE 18276 1106 CHURCH	112.54

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	198759	UE 18798 1027 GURLEY	133.49
	198760	UE 36170 1401 HEATHER	5.30
		VENDOR TOTAL:	3,561.40
		DIVISION TOTAL:	3,561.40
		DEPARTMENT TOTAL:	3,561.40

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Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
1450-HDR ENGINEERING INC		
198677	WESTERN TIE 69KV TRANSMISSION	8,662.50
	VENDOR TOTAL:	8,662.50
3970-HOTLINE ELECTRICAL		
198653	ANNUAL METER TEST BOARD CALIBRATION INSPECTION	950.00
	VENDOR TOTAL:	950.00
1264-MCM GENERAL CONTRACTORS		
198684	ANNUAL TRENCHING AND BORING AG	436.00
	VENDOR TOTAL:	436.00
2071-PROELECTRIC INC		
198679	ANNUAL MISCELLANEOUS ELECTRICAL	979.51
198680	ANNUAL MISCELLANEOUS ELECTRICAL	871.03
198681	ANNUAL MISCELLANEOUS ELECTRICAL	772.03
	VENDOR TOTAL:	2,622.57
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
198830	ELECTRICAL * SIGN * ROLLIN	199.75
	VENDOR TOTAL:	199.75
	DIVISION TOTAL:	12,870.82
	DEPARTMENT TOTAL:	12,870.82
	FUND TOTAL:	16,432.22

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	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1040-ALSCO			
	198502	UNIFORM CLEANING	157.45
	198511	UNIFORM CLEANING	160.06
		VENDOR TOTAL:	317.51
1077-ARCHITECTURAL SPECIALTIES LLC			
	198567	REPAIRS	711.80
		VENDOR TOTAL:	711.80
4420-BOK FINANCIAL			
	198849	GILLETTE WWTF HEADWORKS IMPROV	59,924.35
		VENDOR TOTAL:	59,924.35
1522-CUES INC			
	198568	PARTS	575.71
		VENDOR TOTAL:	575.71
1792-ENERGY LABORATORIES INC			
	198570	TESTING	401.70
		VENDOR TOTAL:	401.70
1450-HDR ENGINEERING INC			
	198710	WWTF HEADWORKS IMPROVEMENTS PR	33,748.36
		VENDOR TOTAL:	33,748.36
1575-HOMAX OIL			
	198816	WASTEWATER - COOLANT * JENIFER	761.70
		VENDOR TOTAL:	761.70
55555-MISC EMPLOYEE VENDOR			
	198658	TRAVEL REIMBURSEMENT	87.50
	198660	TRAVEL REIMBURSEMENT	98.70
		VENDOR TOTAL:	186.20
1910-OVERHEAD DOOR CO OF GILLETTE			
	198566	DOOR REPAIRS	545.00
		VENDOR TOTAL:	545.00

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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
198569	INSTALL NEW GAS LINE & GAUGES IN BLDG 300	2,923.03
	VENDOR TOTAL:	2,923.03
4419-VELOCITY CONSTRUCTORS INCORPORATED		
198848	GILLETTE WWTF HEADWORKS IMPROV	1,138,562.69
	VENDOR TOTAL:	1,138,562.69
	DIVISION TOTAL:	1,238,658.05
	DEPARTMENT TOTAL:	1,238,658.05
	FUND TOTAL:	1,238,658.05

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Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1040-ALSCO		
198496	RUG CLEANING	62.34
198500	RUG CLEANING	47.31
198503	RUG CLEANING	62.34
198509	RUG CLEANING	47.31
	VENDOR TOTAL:	219.30
1447-ANIXTER POWER SOLUTIONS		
198782	BM * LED LIGHTS * JEFF	1,212.72
	VENDOR TOTAL:	1,212.72
1464-CRESCENT ELECTRIC SUPPLY		
198574	HEATED VEHICLE STORAGE REPLACEMENT BREAKER	153.73
	VENDOR TOTAL:	153.73
1511-NORCO INC		
198575	CITY WEST CUSTODIAL SUPPLIES	37.69
	VENDOR TOTAL:	37.69
2116-RAPID FIRE PROTECTION INC		
198577	FIRE INSPECTIONS CITY WEST	320.00
198578	FIRE INSPECTIONS HEATED VEHICLE STORAGE	330.00
198579	HEATED VEHICLE STORAGE FIRE SUPPRESSTION TESTING	745.00
	VENDOR TOTAL:	1,395.00
	DIVISION TOTAL:	3,018.44
	DEPARTMENT TOTAL:	3,018.44
	FUND TOTAL:	3,018.44

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
5184-AIR COMM CORPORATION		
198779	PD INVENTORY	577.84
	VENDOR TOTAL:	577.84
1447-ANIXTER POWER SOLUTIONS		
198780	ELECTRICAL INVENTORY	149.64
198781	TRAFFIC INVENTORY	62.88
198783	ELECTRICAL INVENTORY	300.00
198784	ELECTRICAL INVENTORY	200.00
	VENDOR TOTAL:	712.52
3026-BFT LP		
198785	PARKS WAREHOUSE INVENTORY	359.99
	VENDOR TOTAL:	359.99
1197-BORDER STATES ELECTRIC		
198786	ELECTRICAL INVENTORY	94.00
198787	ELECTRICAL INVENTORY	1,266.24
198788	ELECTRICAL INVENTORY	2,072.95
198789	ELECTRICAL INVENTORY	4,400.00
	VENDOR TOTAL:	7,833.19
2852-CORE & MAIN		
198798	WATER INVENTORY	42.00
198799	WATER INVENTORY	54.60
198801	WATER WAREHOUSE INVENTORY	1,276.46
198802	WATER INVENTORY	1,576.06
	VENDOR TOTAL:	2,949.12
1464-CRESCENT ELECTRIC SUPPLY		
198803	ELECTRICAL INVENTORY	2,155.80
	VENDOR TOTAL:	2,155.80
1519-CRUM ELECTRIC SUPPLY COMPANY		
198804	ELECTRICAL INVENTORY	998.73
198805	ELECTRICAL WAREHOUSE INVENTORY	39.96

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1519-CRUM ELECTRIC SUPPLY COMPANY		
198806	ELECTRICAL WAREHOUSE INVENTORY	1,083.25
198807	ELECTRICAL WAREHOUSE INVENTORY	312.32
198808	ELECTRICAL WAREHOUSE INVENTORY	2.40
	VENDOR TOTAL:	2,436.66
1870-FLAGSHOOTER LLC		
198809	ELECTRICAL WAREHOUSE INVENTORY / ONE REQ BY WATER	1,095.67
	VENDOR TOTAL:	1,095.67
1422-GILLETTE CONTRACTORS SUPPLY INC		
198790	PARKS INVENTORY	326.43
198791	WATER INVENTORY	320.05
198792	WATER INVENTORY	38.10
198793	WATER INVENTORY	61.00
198794	WATER INVENTORY	801.20
198795	WATER INVENTORY	74.02
198796	PARKS WAREHOUSE INVENTORY	1,022.14
	VENDOR TOTAL:	2,642.94
1479-NEWMAN SIGNS INC		
198821	TRAFFIC SAFETY INVENTORY	586.06
	VENDOR TOTAL:	586.06
1511-NORCO INC		
198822	PARKS WEARHOUSE INVENTORY	141.30
	VENDOR TOTAL:	141.30
2053-PRO FORCE LAW ENFORCEMENT		
198825	PD INVENTORY	792.10
	VENDOR TOTAL:	792.10
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
198829	ELECTRICAL INVENTORY	26.18
198847	ELECTRICAL INVENTORY	118.92
	VENDOR TOTAL:	145.10

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
2731-WATERWORKS INDUSTRIES		
198831	WATER INVENTORY	478.00
198832	WATER INVENTORY	992.00
198834	WATER INVENTORY	522.00
	VENDOR TOTAL:	1,992.00
2289-WESCO DISTRIBUTION INC		
198835	ELECTRICAL INVENTORY	315.00
198836	ELECTRICAL INVENTORY	2,164.00
198837	ELECTRICAL INVENTORY	2,292.00
198838	ELECTRICAL WAREHOUSE INVENTORY/PROJECT REQ TRAVIS	700.00
	VENDOR TOTAL:	5,471.00
	DIVISION TOTAL:	29,891.29
	DEPARTMENT TOTAL:	29,891.29

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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	198507	RUG CLEANING	30.15
	198650	RUG CLEANING	30.15
	198651	RUG CLEANING	30.15
		VENDOR TOTAL:	90.45
		DIVISION TOTAL:	90.45
		DEPARTMENT TOTAL:	90.45
		FUND TOTAL:	29,981.74

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	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
1575-HOMAX OIL			
	198817	VM * GASOLINE	25,416.99
		VENDOR TOTAL:	25,416.99
3398-JACK'S TRUCK CENTER INC			
	198810	VM INVENTORY	21.16
	198811	VM INVENTORY	1,462.78
	198812	VM INVENTORY	40.95
	198813	VM INVENTORY	186.31
	198814	VM INVENTORY	23.82
	198815	VM INVENTORY	91.65
		VENDOR TOTAL:	1,826.67
5078-PARTSONE LLC			
	198824	VM	1,168.11
		VENDOR TOTAL:	1,168.11
2074-SOUTHWESTERN EQUIPMENT COMPANY			
	198827	VM INVENTORY	532.32
		VENDOR TOTAL:	532.32
2190-SPENCER FLUID POWER			
	198828	VM INVENTORY	1,402.39
		VENDOR TOTAL:	1,402.39
		DIVISION TOTAL:	30,346.48
		DEPARTMENT TOTAL:	30,346.48

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1167-BIG HORN TIRE INC		
198564	TIRES	922.95
	VENDOR TOTAL:	922.95
1171-BIGHORN HYDRAULICS INC		
198559	PARTS	80.96
	VENDOR TOTAL:	80.96
1178-BJ NELSON/NELSON AUTO GLASS		
198556	WINDSHIELD REPLACEMENT	338.07
	VENDOR TOTAL:	338.07
1860-FIRST CLASS AUTO		
198656	VEHICLE REPAIRS	13,332.32
	VENDOR TOTAL:	13,332.32
2645-GREINER MOTOR COMPANY		
198539	PARTS	52.91
198540	PARTS	539.24
198541	PARTS	303.92
	VENDOR TOTAL:	896.07
3964-INLAND TRUCK PARTS		
198555	PARTS	457.53
	VENDOR TOTAL:	457.53
5093-INTERSTATE POWER SYSTEMS INC		
198558	REPAIRS	1,622.35
	VENDOR TOTAL:	1,622.35
3398-JACK'S TRUCK CENTER INC		
198543	PARTS	441.11
198544	PARTS	55.63
198545	PARTS	22.89
198546	PARTS	47.85
198547	PARTS	46.53
198548	PARTS	949.12

Expenditure Approval Report

Check Approval Date of 11/18/2025



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3398-JACK'S TRUCK CENTER INC		
198549	RETURN PARTS	-57.35
198550	PARTS	122.09
198551	RETURN PARTS	-216.00
	VENDOR TOTAL:	1,411.87
1291-MIDLAND IMPLEMENT CO INC		
198537	PARTS	96.85
198538	PARTS	94.52
	VENDOR TOTAL:	191.37
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC		
198563	TESTING	184.70
	VENDOR TOTAL:	184.70
5078-PARTSONE LLC		
198520	PARTS	8.78
198521	PARTS	161.45
198522	PARTS	12.70
198523	PARTS	16.28
198525	PARTS	17.70
198526	PARTS	33.30
198528	PARTS	20.40
198529	PARTS	26.18
198530	PARTS	279.96
198531	PARTS	7.08
198532	PARTS	62.60
198533	PARTS	3.70
198534	PARTS	139.98
198535	RETURN PARTS	-139.98
198536	PARTS	88.10
	VENDOR TOTAL:	738.23

Expenditure Approval Report

Check Approval Date of 11/18/2025



	Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
2076-PROMAAC SYSTEMS INC			
	198561	PARTS	42.76
		VENDOR TOTAL:	42.76
1500-SAFETY-KLEEN SYSTEMS INC			
	198557	BRAKE CLEANER	187.56
		VENDOR TOTAL:	187.56
2315-THUNDER BASIN FORD LLC			
	198542	PARTS	54.27
		VENDOR TOTAL:	54.27
2309-WHITE'S FRONTIER MOTORS			
	198562	PARTS	70.72
		VENDOR TOTAL:	70.72
		DIVISION TOTAL:	20,531.73
37-VEHICLE REPLACEMENT			
4987-LAWSON PRODUCTS, INC.			
	198560	PARTS	1,412.78
		VENDOR TOTAL:	1,412.78
5078-PARTSONE LLC			
	198524	PARTS	55.98
		VENDOR TOTAL:	55.98
		DIVISION TOTAL:	1,468.76
		DEPARTMENT TOTAL:	22,000.49
		FUND TOTAL:	52,346.97

Expenditure Approval Report
Check Approval Date of 11/18/2025



	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1264-MCM GENERAL CONTRACTORS			
	198678	ANNUAL TRENCHING AND BORING AG	607.50
		VENDOR TOTAL:	607.50
		DIVISION TOTAL:	607.50
		DEPARTMENT TOTAL:	607.50
		FUND TOTAL:	607.50
		GRAND TOTAL:	2,776,142.59

Expenditure Approval Report
Check Approval Date of 10/31/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
00-UNDEFINED		
00-UNDEFINED		
2653-WYOMING STATE TREASURER'S OFFICE		
198477	UNCLAIMED PROPERTY	1,506.39
	VENDOR TOTAL:	1,506.39
	DIVISION TOTAL:	1,506.39
	DEPARTMENT TOTAL:	1,506.39

Expenditure Approval Report

Check Approval Date of 10/31/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
2653-WYOMING STATE TREASURER'S OFFICE			
	198477	UNCLAIMED PROPERTY	291.25
		VENDOR TOTAL:	291.25
		DIVISION TOTAL:	291.25
		DEPARTMENT TOTAL:	291.25
		FUND TOTAL:	1,797.64

Expenditure Approval Report

Check Approval Date of 10/31/2025



Invoice Number	Invoice Description	Amount
503-WATER FUND		
00-UNDEFINED		
00-UNDEFINED		
77777-MISC ONE TIME VENDOR		
198473	UNCLAIMED PROPERTY - SHERARD AND HOLT	29.40
	VENDOR TOTAL:	29.40
	DIVISION TOTAL:	29.40
	DEPARTMENT TOTAL:	29.40
	FUND TOTAL:	29.40

Expenditure Approval Report

Check Approval Date of 10/31/2025



Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
77777-MISC ONE TIME VENDOR		
198470	UNCLAIMED PROPERTY - K RATHAI	13.11
198471	UNCLAIMED PROPERTY	1,005.93
198472	UNCLAIMED PROPERTY - BRANNAN BUILT	59.55
198473	UNCLAIMED PROPERTY - SHERARD AND HOLT	80.20
198474	UNCLAIMED PROPERTY - WILLARDSON	0.03
198475	UNCLAIMED PROPERTY- MT VIEW APTS 2-0091	104.99
	VENDOR TOTAL:	1,263.81
2653-WYOMING STATE TREASURER'S OFFICE		
198477	UNCLAIMED PROPERTY	9,262.46
	VENDOR TOTAL:	9,262.46
	DIVISION TOTAL:	10,526.27
	DEPARTMENT TOTAL:	10,526.27
	FUND TOTAL:	10,526.27

Expenditure Approval Report

Check Approval Date of 10/31/2025



Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2653-WYOMING STATE TREASURER'S OFFICE		
198477	UNCLAIMED PROPERTY	21.00
	VENDOR TOTAL:	21.00
	DIVISION TOTAL:	21.00
	DEPARTMENT TOTAL:	21.00
	FUND TOTAL:	21.00
	GRAND TOTAL:	12,374.31

Expenditure Approval Report

Check Approval Date of 11/03/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2212-VAN EWING CONSTRUCTION			
	198485	RETAINAGE RELEASE	13,153.72
		VENDOR TOTAL:	13,153.72
		DIVISION TOTAL:	13,153.72
		DEPARTMENT TOTAL:	13,153.72
		FUND TOTAL:	13,153.72

Expenditure Approval Report
Check Approval Date of 11/03/2025



	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1560-HLADKY CONSTRUCTION			
	198486	RETAINAGE RELEASE	3,548.75
		VENDOR TOTAL:	3,548.75
		DIVISION TOTAL:	3,548.75
		DEPARTMENT TOTAL:	3,548.75
		FUND TOTAL:	3,548.75
		GRAND TOTAL:	16,702.47

Expenditure Approval Report

Check Approval Date of 11/05/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
5141-RON TURLEY ASSOCIATES INC			
	198488	FLEET ANALYSIS	27,075.00
		VENDOR TOTAL:	27,075.00
		DIVISION TOTAL:	27,075.00
		DEPARTMENT TOTAL:	27,075.00

Expenditure Approval Report

Check Approval Date of 11/05/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
44-ANIMAL CONTROL			
2435-WYOMING STATE			
	198490	2025 EUTHANASIA CERTIFICATION RNEWAL - MILLS	50.00
	198491	2025 EUTHANASIA CERTIFICATION RNEWAL - BYELICH	50.00
	198492	2025 EUTHANASIA CERTIFICATION RNEWAL - MORENO	50.00
	198493	2025 EUTHANASIA CERTIFICATION RNEWAL - OSTROM	50.00
		VENDOR TOTAL:	200.00
		DIVISION TOTAL:	200.00
		DEPARTMENT TOTAL:	200.00
		FUND TOTAL:	27,275.00

Expenditure Approval Report
Check Approval Date of 11/05/2025



	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
5115-DANE SCHILLER			
	198487	FENCE REPAIR RAILROAD AND GILLETTE	7,000.00
		VENDOR TOTAL:	7,000.00
		DIVISION TOTAL:	7,000.00
		DEPARTMENT TOTAL:	7,000.00
		FUND TOTAL:	7,000.00
		GRAND TOTAL:	34,275.00

Expenditure Approval Report

Check Approval Date of 10/31/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	198494	WEEKLY CLAIMS	885.76
		VENDOR TOTAL:	885.76
		DIVISION TOTAL:	885.76
		DEPARTMENT TOTAL:	885.76
		FUND TOTAL:	885.76

Expenditure Approval Report

Check Approval Date of 10/31/2025



Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
2557-BLUE CROSS BLUE SHIELD OF WYOMING		
198495	DRUG COSTS, CLAIMS, COTIVITI	124,839.73
	VENDOR TOTAL:	124,839.73
	DIVISION TOTAL:	124,839.73
	DEPARTMENT TOTAL:	124,839.73
	FUND TOTAL:	124,839.73
	GRAND TOTAL:	125,725.49

Expenditure Approval Report

Check Approval Date of 11/07/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	198663	HRA/FSA DEDUCTION INVOICE	888.57
	198664	WEEKLY CLAIMS	1,231.67
		VENDOR TOTAL:	2,120.24
4701-WYOMING COOPERATIVE LIQUID ASSETS SECURITIES			
	198666	RETURN MAC SCULPTURE FUNDS	348.40
		VENDOR TOTAL:	348.40
		DIVISION TOTAL:	2,468.64
		DEPARTMENT TOTAL:	2,468.64

Expenditure Approval Report

Check Approval Date of 11/07/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
04-SPECIAL PROJECTS		
1250-FIRST AMERICAN TITLE		
198667	FORCE ROAD ROW	26,325.00
	VENDOR TOTAL:	26,325.00
	DIVISION TOTAL:	26,325.00
	DEPARTMENT TOTAL:	26,325.00
	FUND TOTAL:	28,793.64

Expenditure Approval Report

Check Approval Date of 11/07/2025



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2697-BLACK HILLS WYOMING LLC			
	198662	NOVEMBER 2025 CTII GROUND LEASE	4,505.36
		VENDOR TOTAL:	4,505.36
2365-WYODAK RESOURCES DEVELOPMENT CORP			
	198665	NOVEMBER 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:	49,901.92

Expenditure Approval Report

Check Approval Date of 11/07/2025



Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	198668	OCTOBER 2025 ADMIN FEES AND STOP/LOSS	108,062.44
	198669	DRUG COSTS, WEEKLY CLAIMS, COTIVITI	109,457.58
VENDOR TOTAL:			217,520.02
DIVISION TOTAL:			217,520.02
DEPARTMENT TOTAL:			217,520.02
FUND TOTAL:			217,520.02
GRAND TOTAL:			296,215.58



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Mayor Lundvall - \$141,690.89

S & S Builders - Pump Station #1 Upgrades - \$134,606.34

First National Bank - Pump Station #1 Upgrades (Retainage) - \$7,084.55

SUGGESTED ACTION:

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

CASE BACKGROUND:

S & S Builders - Pump Station #1 Upgrades - \$134,606.34

First National Bank - Pump Station #1 Upgrades (Retainage) - \$7,084.55

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Conflict Claims](#)

Expenditure Approval Report

Check Approval Date of 11/18/2025



	Invoice Number	Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1864-FIRST NATIONAL BANK OF GILLETTE			
	198689	PUMP STATION #1 UPGRADES (RETA	7,084.55
		VENDOR TOTAL:	7,084.55
1493-S & S BUILDERS			
	198688	PUMP STATION #1 UPGRADES	134,606.34
		VENDOR TOTAL:	134,606.34
		DIVISION TOTAL:	141,690.89
		DEPARTMENT TOTAL:	141,690.89
		FUND TOTAL:	141,690.89
		GRAND TOTAL:	141,690.89



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

A Proclamation Designating November 28, 2025 as *Plaid Friday* and November 29, 2025 as *Small Business Saturday*.

~ Jessica Seders, Gillette Main Street

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Proclamation](#)



PROCLAMATION

WHEREAS, Small businesses are vital to our economy. America has 33 million small businesses that employ 61.7 million Americans – nearly half of the private-sector workforce – and create almost two out of every three new jobs in the country; and

WHEREAS, purchasing holiday gifts and shopping year-round with locally-owned businesses supports the economic health and resilience of the community. Shopping locally supports our neighbors, friends, and family members employed by local businesses; and

WHEREAS, just like the individual, the individual threads are weak on their own but are strong together, so is our community. Together supporting one another while celebrating our uniqueness we are interwoven and strong; and

WHEREAS, Plaid Friday in place of the Black Friday shopping strives to bring back the days when shopping with friends and family during the holiday season was a pleasurable activity; and

WHEREAS, Small Business Saturday is a nationwide campaign to cultivate business for small merchants on the Saturday after Thanksgiving; and

WHEREAS, Plaid Friday and Small Business Saturday celebrate and support small businesses and all they do for Gillette; and

WHEREAS, we encourage citizens to consider shopping our small merchants on Plaid Friday and Small Business Saturday as a way to boost the local economy and strengthen our small business community; and

WHEREAS, the City of Gillette, Wyoming supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW THEREFORE, I, Shay Lundvall, Mayor of the City of Gillette, in the State of Wyoming, do hereby proclaim

**November 28, 2025 as *Plaid Friday* and
November 29, 2025 as *Small Business Saturday***

and encourage our residents to recognize and support small businesses within our community by shopping these establishments on the Friday and Saturday following Thanksgiving.

Dated this 18th day of November 2025

Shay Lundvall, Mayor

Alicia Allen, City Clerk (Attest)



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Recognition of the 2025 Christmas Pin Contest Winner - *Heaven Shoemaker, Sunflower Elementary, Mrs. Jessica Aultman, Art Teacher & Specialist*

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Christmas Pin Final 2025](#)





**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Gillette College Update - Dr. Janell Oberlander

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

ORDINANCE 2ND READING

An Ordinance Repealing Chapter 14, Section 14-42, of the Gillette City Code Regarding Malicious Harms, and Amending Chapter 16, Sections 16-1(B) and 16-2, of the Gillette City Code to Delete Reference to Gillette City Code Section 14-42.

SUGGESTED ACTION:

I move for approval of the Ordinance Repealing Chapter 14, Section 14-42, of the Gillette City Code Regarding Malicious Harms, and Amending Chapter 16, Sections 16-1(B) and 16-2, of the Gillette City Code to Delete Reference to Gillette City Code Section 14-42.

CASE BACKGROUND:

ORDINANCE 1ST READING VOTE: 4/3

In June of 2023, by virtue of Ordinance No. 4032, the Gillette City Council enacted Gillette City Code Section 14-42, entitled, "Malicious harms against any person based on race, color, religion, sex, sexual orientation, gender identity, gender expression, ethnicity, national origin, ancestry, disability, or age." Ordinance No. 4032 also authorized changes to Chapter 16 of the Gillette City Code to account for the passage of GCC 14-42.

A copy of GCC 14-42 is provided in this agenda packet.

The attached ordinance, if passed, will repeal GCC 14-42 and amend Chapter 16 to account for such repeal.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Ordinance_Repealing_GCC_14-42](#)
[GCC 14-42](#)

AN ORDINANCE REPEALING CHAPTER 14, SECTION 14-42, OF THE GILLETTE CITY CODE REGARDING MALICIOUS HARMS, AND AMENDING CHAPTER 16, SECTIONS 16-1(B) AND 16-2, OF THE GILLETTE CITY CODE TO DELETE REFERENCES TO GILLETTE CITY CODE SECTION 14-42.

RECITAL: the Governing Body of the City of Gillette desires to repeal Chapter 14, Section 14-42, of the Gillette City Code and to make corresponding changes to Chapter 16 of the Gillette City Code.

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

SECTION ONE. Chapter 14, Section 14-42, of the Gillette City Code is repealed.

SECTION TWO. Chapter 16, Section 16-1(B), of the Gillette City Code, is amended to delete the reference to G.C.C. § 14-42 and to read as follows.

B. In the case of a conviction on the charge of a violation of the following offenses:

3-1	Public Intoxication.
3-2	Minor in Possession.
3-3	Minor in Licensed Building.
14-19	Marijuana Use and Possession.
14-2	Assault and Battery.
14-23	Same – resisting arrest.
14-27	Petit Larceny and shoplifting (3 rd ./Sub.).
14-42	Malicious harms against any person based on race, color, religion, sex, sexual orientation, gender identity, gender expression, ethnicity, national origin, ancestry, disability, or age.
§ 31-5-229, Wyo. Statutes, as adopted by § 11-1 of the Gillette City Code	Reckless Driving

the offender shall be guilty of a misdemeanor punishable by imprisonment of a certain terms stated below, a fine not exceeding seven hundred fifty dollars (\$750.00) plus Court Costs, or both. With respect to §§ 3-1, 3-2, 3-3, 14-19, 14-2, 14-23, ~~14-42~~, and Reckless Driving violations, the term of imprisonment may be up to ninety (90) days. With respect to Petit Larceny and shoplifting violations, the potential terms of imprisonment are stated in §14-27(d) G.C.C.

Upon conviction of any other sections of the Gillette City Code the offender shall be punished by a fine not exceeding seven hundred fifty dollars (\$750.00) to which may be added court costs, unless a lesser punishment is specifically established elsewhere in a particular section of the Gillette City Code.

SECTION THREE. Chapter 16, Section 16-2, of the Gillette City Code, is amended to delete the referenced to G.C.C. § 14-42 under the “CHAPTER FOURTEEN” heading and to read as follows:

16-2. Extra-Territorial Jurisdiction of the Municipal Court

The jurisdiction of the Municipal Court shall include violations of the following specific titles within chapters 3, 11 and 14 of the Gillette City Code occurring within one half (1/2) mile of the boundaries of the City of Gillette, as they are now and as they may be extended by annexation in the future, pursuant to the terms of W. S. § 15-3-202. Members of the Gillette Police Department are authorized to enforce the terms of those sections of the Gillette City Code listed in this section outside of the City limits as follows:

CHAPTER THREE

- 3-1. Intoxication.
- 3-2. Purchase, etc., of intoxicating liquor by minor; penalty; suspension of imprisonment.
- 3-7 Endangering The Welfare of A Minor.

CHAPTER ELEVEN

- §11-1. Uniform Act Regulating Traffic on Highways Adopted.
- §11-2. Driving, etc., vehicles while under the influence of alcohol or controlled substances prohibited; evidence; suspension.
- §11-3. Placement of official signs and devices.
- §11-4. Speed limits.
- §11-5. Riding or driving on sidewalks.
- §11-6(b). Failure to Maintain a Proper Lookout.
- §11-7. Evading traffic control device prohibited.
- §11-8. Speed or acceleration contest or exhibition on highways.

CHAPTER FOURTEEN

- §14-1. Assault.
- §14-2. Assault and battery.
- §14-3. Same--Disturbance of assemblages generally.
- §14-4. Same--Disturbance of religious worship.
- §14-7. Dogs of police department--Cruelty to; interference with.
- §14-15. Destroying, defacing, etc., property.
- §14-18. Breach of the peace.
- §14-22. Officers and employees of city--Police--Impersonation.
- §14-23. Resisting arrest; refusal to assist in making arrest.
- §14-24. Interference with police officers.
- §14-25. Interfering with firemen.
- §14-26. Peeping toms.
- §14-27. Petit Larceny and shoplifting.
- §14-33. Weapons--Carrying pistol, knife, etc., on person.
- ~~§14-42. Malicious harms against any person based on race, color, religion, sex, sexual orientation, gender identity, gender expression, ethnicity, national origin, ancestry, disability, or age.~~

First Reading: November 4, 2025.

Second Reading: _____.

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: _____

(a) A person is guilty of criminal trespass if he enters or remains on or in the land or premises of another person knowing he is not authorized to do so, or after being notified to depart or to not trespass. For purposes of this section, notice is given by:

(i) Personal communication to the person by the owner, or occupant, or his agent, or by a peace officer; or

(ii) Posting of signs reasonably likely to come to the attention of intruders.

(b) Criminal trespass is a misdemeanor punishable by a fine of not more than seven hundred fifty dollars(\$750.00). (Ord. 1900, 8-16-93)

§14-42. Malicious harms against any person based on race, color, religion, sex, sexual orientation, gender identity, gender expression, ethnicity, national origin, ancestry, disability, or age.

(a) No person shall maliciously, and with the specific intent to intimidate or harm any other person because of the other person's race, color, religion, sex, sexual orientation, gender identity, gender expression, ethnicity, national origin, ancestry, disability, or age, commit any of the following acts:

i. Cause physical injury to any other person;

ii. Cause any other person's real or personal property to be damaged, destroyed, vandalized, defaced, trespassed upon, or stolen for any period of time; or,

iii. Threaten in any manner to do any act prohibited above if there is reasonable cause to believe that such act will occur.

(b) No person shall intentionally incite or produce imminent lawless violence directed against any other person, or group of persons, because of the other person's, or group of persons', race, color, religion, sex, sexual orientation, gender identity, gender expression, ethnicity, national origin,

ancestry, disability, or age. Additionally, no person shall intentionally attempt to incite or produce imminent lawless violence against any other person, or group of persons, because of the other person's, or group of persons', race, color, religion, sex, sexual orientation, gender identity, gender expression, ethnicity, national origin, ancestry, disability, or age where such imminent lawless violence is reasonably likely, but fails to occur.

(c) Any person violating G.C.C. § 14-42 shall be guilty of a misdemeanor and punished according to the provisions of G.C.C. § 16-1. (Ord. No. 4032; 6-24-2023).



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration of a Special Event Permit including a partial street closure on 3rd Street from the corner of S. Gillette Avenue to the alleyway behind First Interstate Bank, on December 6, 2025, from 2:30 pm to 7:00 pm, for a VIP seating stage for the Annual Parade of Lights, requested by Gillette Main Street.

SUGGESTED ACTION:

I move to approve the foregoing Special Event Permit.

PROJECT NUMBER:

CT2025-0264

CASE BACKGROUND:

Gillette Main Street is requesting partial closure of 3rd Street from the corner of S. Gillette Ave. heading west to the alleyway (behind First Interstate Bank) for a stage for The Annual GMS Parade of Lights VIP seating. This request is in addition to the Main Street closure that was approved by City Council on April 1, 2025.

Barricades are requested.

STAFF REFERENCE:

MAP - Jennifer Toscana, Public Affairs Director

ATTACHMENTS:

[MAP](#)

[Certificate of Insurance](#)

VIP Seating for the Annual Parade of Lights December 6 2:30 pm to 7:00 pm

S Gillette Ave

W 3rd St

E 3rd St

0 20 40 Feet

October 29, 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

95



CITY OF GILLETTE

Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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0 20 40
Feet

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



GILLMAI-01

JNELSON6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2025

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 HUB International Mountain States Limited 2703 Connery Way Missoula, MT 59808	CONTACT NAME: PHONE (A/C, No, Ext): (307) 233-8320 FAX (A/C, No): E-MAIL ADDRESS: jessica.nelson@hubinternational.com																					
INSURED Gillette Main Street PO Box 7256 Gillette, WY 82717	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</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 :	Philadelphia Indemnity Insurance Company	18058	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
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	X	COMMERCIAL GENERAL LIABILITY							
		CLAIMS-MADE ☒ OCCUR	X		PHPK2601940	10/23/2024	10/23/2025	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
								COMBINED SINGLE LIMIT (Ea accident)	\$
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB						EACH OCCURRENCE	\$
		EXCESS LIAB						AGGREGATE	\$
		DED							\$
		RETENTION \$							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
		If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration for the Acceptance of the Traffic Safety Storage Shed Project, Completed by Hladky Construction, Inc. in the amount of \$190,074.73.

SUGGESTED ACTION:

I move for the Approval of the Acceptance of the Traffic Safety Storage Shed Project, Completed by Hladky Construction, Inc. in the amount of \$190,074.73.

PROJECT NUMBER:

24TS08

CASE BACKGROUND:

This project constructed a storage shed for the Traffic Safety Division at the City Warehouse yard. Before the construction of the Traffic Safety Storage Shed, the Division had stored materials spread out in several different locations, such as a rented Conex trailer, multiple areas inside the warehouse, and outside in the elements. Consolidating storage of materials inside a building will increase the Division's efficiency, get stored materials out of the elements, and improve the overall efficiency of the warehouse. The structure consists of a 30'x40' insulated storage shed with a concrete floor, overhead door, man door, unit heater, electrical outlets, and lighting.

This project was fully funded from the General Fund allocation in FY26 in the amount of \$250,000.00.

ACTUAL COST VS BUDGET:

Actual Cost: \$190,074.73 Budget: \$250,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Warranty](#)

Certificate of Substantial Completion
Certificate of Final Completion
Traffic Safety Storage Shed Location Map

WARRANTY

(Contractor)

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

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

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

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

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

DATED this 29th day of October, 2025

Hladky Construction, Inc.
CONTRACTOR (COMPANY NAME)

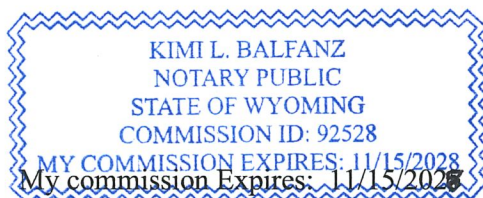
 Project Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL }

SS

The foregoing instrument was acknowledged before me by Justin Eliassen, this 29th day of October, 2025.

Witness my hand and official seal




Notary Public

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Traffic Safety Storage Shed

Project No.: 24TS08

Owner: City of Gillette

Date of Contract: May 7, 2025

Contractor: Hladky Construction, Inc.

This Certificate of Substantial Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

October 1, 2025

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared except as stated below.

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

 Amended Responsibilities

 X Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project Name: Traffic Safety Storage Shed

Project No.: 24TS08

Date of Contract: May 7, 2025

Owner: City of Gillette

Contractor: Hladky Construction, Inc.

Engineer: City of Gillette

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

October 15, 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 29th day of October, 2025

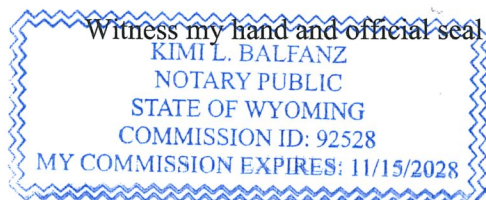
Hladky Construction, Inc.
CONTRACTOR (COMPANY NAME)

 Project Manager
SIGNATURE (TITLE)

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL }

SS

The foregoing instrument was acknowledged before me by Justin Eliassen, this 29th day of October, 2025.



My commission Expires: 11/15/2028


Notary Public

CITY OF GILLETTE

(Name), Mayor

Date

(SEAL)
ATTEST:

(Name), City Clerk

LOCATION MAP - TRAFFIC SAFETY STORAGE SHED



CITY OF GILLETTE

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

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



1 inch equals 333 feet

1 inch equals 0.06 miles

November 03, 2025

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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration for the Acceptance of Public Improvements for the Desert Hills Circle Surfacing Project, Installed by Hot Iron, Inc., in the amount of \$770,424.16 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Acceptance of Public Improvements for the Desert Hills Circle Surfacing Project, installed by Hot Iron, Inc., in the amount of \$770,424.16 (1% Project).

PROJECT NUMBER:

25EN15

CASE BACKGROUND:

The Desert Hills Circle Surfacing Project provided a full depth reclamation of the asphalt roadway on the north side of Desert Hills Circle east of Gurley Avenue. The project also provided improvements to existing storm drainage and replacements of existing water main valves under the roadway.

Additionally, approximately 500 In ft of new storm drain and six (6) storm inlets were installed to reduce the impact of storm events to the area.

WHEN CONSTRUCTED: The existing roadway was constructed with the original subdivision in the early 2000s.

WHY NEEDED: During the buildout and subsequent use of this roadway, significant deterioration occurred. Investigations during design discovered the existing roadway is 5-inches of asphalt placed over compacted soil with no subgrade preparation or base material. This has contributed to the overall deterioration of the roadway. The improved roadway is constructed of 5-inches of Asphalt placed over 6-inches of compacted aggregate base material, more than doubling the thickness of the finished roadway structure.

SCHEDULE: Construction for this project began on July 21st, 2025. All work was completed on October 24th, 2025, within the allowed contract time for the project. No liquidated damages were assessed.

ACTUAL COST vs. BUDGET:

The project is fully funded from the Option 1% Sales Tax Fund for Pavement Improvements Projects in the amount of \$835,094.05.

This contract was awarded to Hot Iron, Inc. on March 18th, 2025 in the amount of \$770,424.16.

Reconciliation of final installed quantities as well as installation of three (3) additional water main valves on the far east end of Desert Hills Circle resulted in a final contract price increase of \$8,814.40.

ACTUAL COST VS BUDGET:

Actual: \$770,424.16; Allocated budget: \$835,094.05

STAFF REFERENCE:

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

ATTACHMENTS:

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

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: _____

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 Hot Iron, Inc. the Contractor, dated March 18, 2025.

For the 25EN15 Desert Hills Circle FDR
Project

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

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

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

Hot Iron, Inc
Contractor
P.O. Box 1067.
Address
Gillette
City
Wyoming
State
82717
Zip Code

10/29/2025
Date

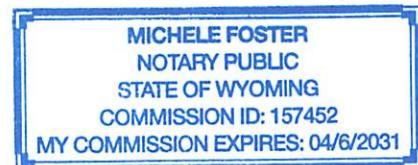
Der Tora K
Signed by

Vice president
Title

Subscribed and sworn to before me this 29 day of October, 2025

Michele Foster
Notary Public

My Commission Expires: 04/06/2031



AFFIDAVIT ON BEHALF OF CONTRACTOR
25EN15 Desert Hills Circle FDR
Page 1 of 1

**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project: Desert Hills Circle FDR
Project No.: 25EN15
Owner: City of Gillette
Date of Contract: March 18, 2025
Contractor: Hot Iron, Inc.
Engineer: Consolidated Engineers, Inc.

This Certificate of Final Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

October 24, 2025
Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached and made part of this Certificate.

DATED this 29 day of October, 2025

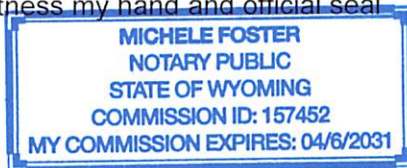
Hot Iron, Inc.
CONTRACTOR (COMPANY NAME)

Dec Tan vice president
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Rafael Del Toro,
this 29 day of October, 2025

Witness my hand and official seal



Michele Foster
Notary Public

My commission Expires: 04/06/2031

CITY OF GILLETTE

(Name), Mayor

Date

(S E A L)
ATTEST:

(Name), City Clerk

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Desert Hills Circle FDR

Project No.: 25EN15

Owner: City of Gillette

Date of Contract: March 18, 2025

Contractor: Hot Iron, Inc.

Engineer: Consolidated Engineers, Inc.

This Certificate of Substantial Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

October 1, 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:

 Amended Responsibilities
 X Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

"Punchlist" dated October 1, 2025 prepared by Consolidated Engineers, Inc.

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 2 day of October, 2025

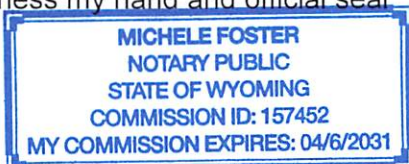
Hot Iron, Inc.
CONTRACTOR (COMPANY NAME)

Dei Toro vice president
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Rafael Dei Toro
this 2nd day of October, 2025

Witness my hand and official seal



Michele Foster
Notary Public

My commission Expires: 04/06/2031

CITY OF GILLETTE

(Name), Mayor

Date

(SEAL)
ATTEST:

(Name), City Clerk

Substantial Completion Punchlist for:
Desert Hills Circle FDR (25EN15)

Date: Wednesday, October 1, 2025
Time: 10:30 A.M.
Weather: 70° F / warm, partly cloudy.

Attendance:

Toby Fiske (City of Gillette – Engineering)
Dennis Stillman (Consolidated Engineers, Inc.)
Steve Stillman (Consolidated Engineers, Inc.)
Rafael Del Toro (Hot Iron – Superintendent)
Eduardo (Falcon Construction – Subcontractor, concrete) joined towards the end of the walk-through inspection.

On the morning of October 1, 2025, a Substantial Completion walk-through inspection was conducted on-site, the following items were identified as needing corrected prior to Final Completion:

1. The new storm manhole near Sta. 1+22.52 (121.14' RT) needs to be exposed. If there is not a concrete collar around the manhole, one shall be placed.
2. The tapers of the curb behind the handicap ramp located on the south side of Desert Hills Circle at the Gurley Avenue intersection shall be extended (1.0 LF minimum per 1" of height) to meet the City of Gillette standard detail and eliminate the possible tripping hazard (see photo 1 below). The extended tapers shall be tied with rebar to the existing curb behind the handicap ramp and to the sidewalk.
3. A portion of the fillet and curb & gutter in front of the handicap ramp located on the north side of Desert Hills Circle at the Gurley Avenue intersection shall be removed and replaced to meet the ADA requirements and to eliminate the 3" +/- "lip" in front of the handicap ramp (see photo 2 below). The replacement concrete shall be tied with rebar to the existing replacement concrete.
4. The south taper of the curb behind the handicap ramp located near Sta. 6+30.0 RT shall be extended (1.0 LF minimum per 1" of height) to meet the City of Gillette standard detail and eliminate the possible tripping hazard (see photo 3 below). The extended tapers shall be tied with rebar to the existing curb behind the handicap ramp and to the sidewalk.
5. The new sidewalk plate near Sta. 6+20.0 LT has separation material at the back of the sidewalk that needs to be removed (see photo 4 below).
6. Traffic control and erosion control need to be removed from the site when it is no longer necessary.
7. General site cleanup needs to be completed (remove construction materials, remove excessive dirt, remove sediment collected by erosion control, remove utility locate pin flags, remove survey staking, remove trash, etc.).

Photographs:



Photo 1



Photo 2



Photo 3



Photo 4

Distribution List (Electronically Only):

City of Gillette: Toby Fiske
Hot Iron Inc.: Rafael Del Toro, Bryan Garland, and Ryan Kovacevich

Punchlist Prepared By:

Steve Stillman
CEI Project RPR

WARRANTY

(Contractor)

Hot Iron, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Desert Hills Circle FDR (25EN15) FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

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

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

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

WARRANTY (CONTRACTOR)
25EN15 Desert Hills Circle FDR
Page 1 of 2

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 Desert Hills Circle FDR (25EN15).

DATED this 29 day of October, 2025

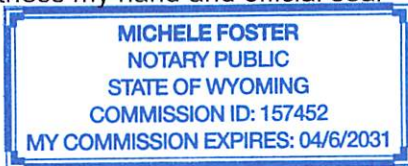
Hot Iron, Inc.
CONTRACTOR (COMPANY NAME)

Dei Toro K Vice president.
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Rafael Dei Toro,
this 29 day of October, 2025

Witness my hand and official seal



Michele Foster
Notary Public

My commission Expires: 04/06/2031

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK

Desert Hills Circle FDR

N Gurley Ave

Desert Hills Cir

Replaced three (3)
additional Water Main
Valves.



March 04, 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



**CITY OF GILLETTE
CITY COUNCIL**

DATE: November 18, 2025

TITLE:

Council Consideration of a Professional Services Agreement for Design Services Associated with the Butler Spaeth & 6th Street Water and Sewer Improvements Project with KLJ Engineering, LLC in the Amount of \$61,055.00 (1% Project).

SUGGESTED ACTION:

I Move for Approval of a Professional Services Agreement for Design Services Associated with the Butler Spaeth & 6th Street Water and Sewer Improvements Project with KLJ Engineering, LLC in the amount of \$61,055.00 (1% Project).

PROJECT NUMBER:

26EN10

CASE BACKGROUND:

This agreement is for the design and bidding services for the project. The project includes replacing approximately 500' of sanitary sewer, 700' of water main and all new surfacing (see attached map).

WHY NEEDED: During the last wastewater inspection in 2022, the 1970's era sewer main showed several structural issues. The existing sewer main has several cracks and locations of infiltration in the 8" vitrified clay pipe (VCP). During the internal scoping meeting for the project, it was found that the existing water main located in the street was cast iron pipe (CIP) that was installed in 1969 had several water main breaks within the last 5 years. With this information, the overall project scope was then adjusted to include replacing the water main within the sewer project limits.

ANTICIPATED SCHEDULE: The anticipated schedule includes final design through the winter with bidding in early spring 2026.

ANTICIPATED COSTS VS BUDGET: Funds for this project (design, CM and construction) have been allocated in the Optional 1% Sales Tax Fund in the amount of \$800,000.00 in FY2026.

ACTUAL COST VS BUDGET:

Actual: \$61,055.00; Allocated Design Budget: \$80,000.00

STAFF REFERENCE:

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

ATTACHMENTS:

[Location Map](#)

Butler Spaeth & 6th Street





CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
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1 inch equals 0.06 miles
November 10, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: November 18, 2025

TITLE:

Council Consideration of a Professional Services Agreement for a Study to Update Costs for Improvements with the Energy Capital Sports Complex with RVi Planning and Landscape Architecture, in the amount of \$39,920.00.

SUGGESTED ACTION:

I move for Approval of a Professional Services Agreement for a Study to Update Costs for Improvements with the Energy Capital Sports Complex with RVi Planning and Landscape Architecture, in the amount of \$39,920.00.

CASE BACKGROUND:

The professional services to be performed will consist of updating cost estimates, evaluating funding and revenue sources, and exploring different construction methods for the east set of softball/baseball fields (cloverleaf) and the fourth multipurpose field at the Energy Capital Sports Complex.

This project is fully funded from the General Fund allocations in the FY26 budget.

ACTUAL COST VS BUDGET:

Actual Cost: \$39,920.00. Budget: \$50,000.00.

STAFF REFERENCE:

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

ATTACHMENTS:

[Agreement](#)
[Location Map](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2025 ("Effective Date") between the City of Gillette, 201 E. 5th Street, Gillette, WY 82716 ("Owner") and RVI Planning, 506 South College Ave, Unit A, Fort Collins, CO 80524 ("Engineer").

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

ECSC Phase II Recon Report ("Project").

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

Recon report for the second cloverleaf and the fourth multi-purpose field at the Energy Capital Sports Complex. See attached Exhibit A

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: January 23, 2026

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance 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 Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.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 of notice; 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 written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.

C. In the event of any termination under Paragraph 3.01, 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.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.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, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. 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.

5.01 *General Considerations*

- A. 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor'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 contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- E. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have 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 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; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, 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 Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- H. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute,

then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), 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 duly executed written instrument.

7.01 *Other Provisions*

- A. **Governmental Immunity.** City does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, 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.
- B. **Availability of Funds.** Each payment obligation of City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Engineer, the Agreement may be terminated by City at the end of the period for which the funds are available. City shall notify Engineer at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to City in the event this provision is exercised, and City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit City to terminate this Contract to acquire similar services from another party.
- C. **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.
- D. **Indemnification.** Engineer shall 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 Engineer 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 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.

- E. **Applicable Law/Venue.** 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.

8.01 *Basis of Payment – Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$39,920.00.

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period

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

OWNER:

By: Shay Lundvall

Title: Mayor

Date Signed: _____

Address for giving notices:

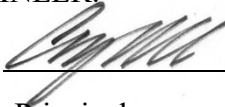
Matt Olsen

City of Gillette Engineering Division

201 E. 5th Street

Gillette, WY 82716

ENGINEER:

By:  Craig Russell

Title: Principal

Date Signed: 10/29/2025

Engineer License or Firm's Certificate
Number: LA-0059B

State of: WY

Address for giving notices:

Craig Russell

RVi Planning and Landscape Architecture

506 S. College Ave. Unit A

Fort Collins, CO 80524

EXHIBIT A

Joe Schoen, P.E.

City Engineer

City of Gillette: Development Services Division

201 East 5th Street

Gillette, WY 82716

Re: Energy Capital Sports Complex Phase 2 Cost Estimating and Design Options Analysis

Dear Joe,

We're pleased to present this proposal to assist with developing a construction cost opinion and analyzing design options. We've outlined an approach to provide efficiency and allow for a collaborative process. Below is our scope and fee based on our preliminary design efforts to date.

SCOPE & SERVICES

Below is our scope of work based on our discussions:

1. Baseline Site Plan and Cost Estimate

Based on existing construction documents and ECSC Master Plan, a composite site plan will be developed that addresses comprehensive needs for four(4) softball fields as depicted in the previously developed construction document set. Proposed parking arrangements, access points, etc. will be incorporated from the updated ECSC Master Plan. This composite plan will serve as a basis for the development of a baseline cost estimate to establish a budget for this work.

Deliverables

- Preliminary composite site plan for review (CAD)
- Itemized cost estimate spreadsheet (Bid Tab Format)
- Unit price incorporations from recent construction bids
- Material quantity and area take-offs
- Preliminary cost estimate for review
- Final cost estimate and associated baseline plan

Meetings

- Site visit for photography of existing phase I conditions and review of preliminary composite site plan/cost estimate spreadsheet
- Bi-weekly coordination and review virtual meetings

2. Budget Conformance and Cost Analysis

The baseline cost estimate will be analyzed to determine key components of the plan that potentially allow for cost reductions. A revised site plan will be developed with optional alternative means of providing the programmatic site plan elements. These options will be reviewed with City Representatives and revised to serve as a basis for a revised site plan. The revised site plan will then serve as a basis for a revised cost estimate. A summary document will be developed to clearly and concisely communicate the effort to elected officials. This effort will include, but is not limited to the following:

Deliverables

- Cost reduction options site plans and associated design details, plan enlargements, etc.
- Revised site plan and associated details
- Revised Cost Estimate
- Summary Document

Meetings

- Site visit for council meeting
- Bi-weekly coordination and review virtual meetings

FEES

The summary of fees per task is listed below based on a lump sum agreement.

1. Baseline Site Plan and Cost Estimate	\$ 17,300
2. Budget Conformance and Cost Analysis	\$ 21,220
3. <u>Reimbursable allowance (2 trips - \$700 per trip)</u>	<u>\$ 1,400</u>
TOTAL	\$ 39,920

Thank you for this opportunity, and feel free to contact us with any questions you might have,



Craig Russell
Principal

ECSC RECON REPORT

EAST SET OF SOFTBALL/
BASEBALL FIELDS

FOURTH MULTI-PURPOSE FIELD





**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration of a Water Service Agreement with the Piper Acres Improvement and Service District.

SUGGESTED ACTION:

I move for the Approval of a Water Service Agreement with the Piper Acres Improvement and Service District.

CASE BACKGROUND:

The Piper Acres ISD (see the attached map) has executed this Water Service Agreement (WSA) and has elected to receive a level of service (LOS) A for water use, which is continuous year-round water service, for a total of 27 lots within Phase I of the Piper Acres Subdivision. The City Council approved the form of the Water Service Agreement for Improvement and Service Districts and other water systems within the Designated Service Area around Gillette in 2014.

The City constructed a 6" water transmission main from the Z4R1 (Red Hills) tank to the Fox Ridge Subdivision water tank as part of the Regional Water Phase IV (Fox Ridge) Watermain Project. This 6" PVC water transmission main was installed through the Piper Acres Subdivision, within a utility easement. A water connection stub out was installed with the Fox Ridge Project to allow for a future connection to install a privately owned distribution line for Piper Acres. With Piper Acres ISD forming after the 2011 Joint Powers Agreement was completed, all construction costs for the water infrastructure improvements within Piper Acres shall be the developers to pay. A new WSA will be needed to serve any additional lots beyond the first 27 lots located within Phase I of the Piper Acres Subdivision preliminary plat (exhibit A).

ACTUAL COST VS BUDGET:

NA

STAFF REFERENCE:

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

ATTACHMENTS:

[Water Service Agreement](#)

[Location map](#)

City of Gillette and Piper Acres Water Service Agreement

This Water Service Agreement (“Agreement”) is made and entered into by and between the City of Gillette, Wyoming, a municipal corporation and City of the First Class, 201 East Fifth Street, Gillette, Wyoming (“City”), and Piper Acres Improvement and Service District, (“Customer”).

WHEREAS, the City and Campbell County, Wyoming (“County”) have entered into a Joint Powers Agreement (“JPA”), to develop a regional system for water supply.

WHEREAS, the City owns and operates the Gillette Regional Water Supply System (“Project”). The City is responsible for compliance with all federal and state regulations pertaining to the USEPA Safe Drinking Water Act (SDWA) and other qualitative or quantitative rules, the costs of which will be included in the Project.

WHEREAS, the JPA authorizes service from the Project to wholesale customers in the Designated Service Area (“DSA”).

WHEREAS, the Customer operates a domestic water system within the DSA that serves **27 land parcels** in Phase I, as shown on Exhibit A, which is attached and made a part of this Agreement.

WHEREAS, the Customer requests connection to the Project.

WHEREAS, the JPA authorizes two (2) Types of Service from the Project:

1. Type 1 - Service connections made directly to facilities constructed to the Wholesale Transmission System as part of the Project. Type 1 Service connections receive water service from the City that satisfies the Customer’s estimated Peak Day demand. Customers receiving Type 1 service rely on water storage tanks and pumps downstream of the master meter designated point of connection to satisfy Peak Hour demands for regulatory compliance. Customers receiving Type 1 service are billed on a monthly basis at the City’s established Wholesale Rate.

2. Type 2 - Service connections made directly to the Gillette Distribution System. Type 2 Service connections receive water service from the City that satisfies the Customer's estimated Peak Hour demand. Customers receiving Type 2 service are billed on a monthly basis at the City's established Wholesale Rate and the City's established Distribution Rate.

WHEREAS, the Customer requests Type 1 Service.

WHEREAS, the JPA authorizes two (2) Levels of Service ("LOS"):

1. LOS A - continuous, year-round water service.
2. LOS B - standby intermittent service (seasonal peak or off-peak, or emergency and/or fire flow service).

WHEREAS, the Customer requests LOS A.

WHEREAS, the Parties understand and agree that the Customer is responsible for operations and maintenance, repairs, upgrades, regulatory compliance, and adequate funding for its domestic water system including all related activities on the Customer side of the master meter.

WHEREAS, the Parties intend this agreement to formalize and fully set forth their complete understanding and agreement concerning their respective duties and obligations.

THEREFORE, the Parties agree to enter into this Agreement under the following terms and conditions:

1. The City agrees to provide water service subject to Type and LOS requested by the Customer in accordance with the terms and policies of the JPA. The Customer shall be billed in accordance with the financial policies and rates established pursuant to the JPA. A Customer may change their level of service by notifying the City, in writing. Unless additional facilities need to be constructed, the change will be made no later than thirty (30) days after receipt of the written change of service request. The Customer may only make two (2) changes in LOS in one calendar year.

2. The Parties agree that the Customer shall utilize a single master metered water service connection to provide City water. A system development charge (“SDC”) shall be assessed and collected from each metered customer prior to service. The SDC charged will be calculated as prescribed in the JPA and current City ordinance. The Customer will pay the SDC for new connections to the Project at the rate in effect on the date of hookup. The SDC is waived for the special districts, subdivisions and other regional users listed in Exhibit C to the Gillette Regional Water Supply System Joint Powers Agreement (“Regional Participants”). If the Customer requests a larger meter after initial installation, the Customer shall receive a credit for the SDC originally paid. If the Customer requests to reduce the size of the meter, no credit is available.

3. The Customer will pay monthly for all the water measured through the master metered water connection with the City, including water used by Customer for maintenance purposes. The level and structure of rates collected from all Customer user groups will be implemented through the City’s current ordinances and will be calculated in accordance with the financial policies and rates established through the procedures specified in the JPA. Monthly payment shall commence as soon as water is available for delivery to the Customer.

4. A meter building (or equivalent) and master meter will be installed at the designated point of connection in compliance with City regulations for the Regional Participants. The City owns and maintains the system up to the designated point of connection. The designated point of connection shall be defined in the construction documents for the Customer.

5. The Customer shall submit the plans for the facilities from the Project to the designated point of connection to the City for review and approval before the start of construction. Campbell County Public Works currently has delegated authority from Wyoming Department of Environmental Quality (WYDEQ) to permit publicly owned water distribution facilities. Any facilities on the Customer side of the master meter that meet this description will be reviewed and permitted by Campbell County. Any facilities that do not fall under Campbell County’s delegation agreement will be permitted by WYDEQ. The Customer shall submit a copy of the approved permit to construct for any project to extend or enlarge its water system in order to serve any land outside of the Customer’s service area or to accommodate resubdivisions of existing lots. There shall be no lease, sale, assignment or transfer of ownership of

water from the Project for purposes other than municipal and rural domestic use such as through a bulk fill station for industrial use.

6. The City shall use the twenty million dollars (\$20,000,000.00) from the Special Excise Tax approved on May 3, 2011, for infrastructure required to extend and connect special districts, subdivisions and other regional users located outside the City limits to the Gillette Regional Water Supply Project as set out in the Gillette Regional Water Supply System Joint Powers Agreement dated December 21, 2010, and, to the extent necessary and allowed by law, the pledge or use to the payment of debt service and/or lease payments in connection therewith. To the extent that funds are available for this purpose the City shall design and construct the infrastructure to connect the Regional Participants to the Project. Facilities of the Customer that are downstream of the master meter are “non-Project” components according to the JPA and are not eligible for State funding.

7. The Customer shall be responsible for water quality through their system. The Customer shall comply with all State, Federal and local requirements for the operation and maintenance of their private community water system. The Customer shall indemnify, defend, and hold harmless the City, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Customer's failure to perform any of Customer's duties and obligations hereunder or in connection with the negligent performance of Customer's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Customer's actions.

8. The Customer shall, at customer's expense, install a master meter at the Tee connection provided from the Fox Ridge line installed within the Piper Acres property, to be owned and maintained by the Customer, that would connect any Piper Acres Subdivision phase to the regional water system. All improvements would be required to be designed by a Professional Engineer in Wyoming, and Customer or their agents must secure a Permit to Construct from the Campbell County Engineering office and shall meet all requirements through the Wyoming DEQ delegation agreement.

9. The Customer shall provide the City an engineering report (Engineering Report), stamped by a Wyoming Professional Engineer, ensuring the minimum requirements of Wyoming DEQ and the City of Gillette Design Standards for water quality with the proposed subdivision prior to any water meter being issued.

10. Prior to the issuance of the 28th water connection within the Piper Acres Subdivision, the Customer shall execute a new Water Service Agreement. The City of Gillette will require an updated Engineering Report stating how any additional water connections, beyond the 27th connection, will be served and meet the minimum Peak Day demand flows for each connection. Any infrastructure improvements (design, construction and inspection costs) needed to meet Peak Day flows shall be paid for by the Customer.

11. The Customer shall establish and maintain adequate financial reserves for the operation and maintenance of its water system. The Customer shall collect charges for water in an amount which is sufficient to pay for the water delivered by the City. In the event the Customer is in default under this agreement or has become insolvent, the Parties agree that after thirty (30) days written notice the City may discontinue service under the provisions contained in City ordinances.

12. The Parties recognize that emergency conservation measures may be implemented on a regional basis in order to meet an emergency condition or a regional water shortage. For purposes of illustration, but not limitation, the procedures to be used in the event of a weather-related regional water shortage are described in Section 17-32 of the Gillette City Code, entitled *Proclamation limiting use of water*.

13. The City may temporarily interrupt or reduce deliveries of water to the Customer, if the City, in its sole discretion, determines that the interruption or reduction is necessary due to system emergencies; in order to install equipment, make repairs, replacements, investigation and inspections; or to perform maintenance work on the Regional Water Supply System or those parts of the system supplying the wholesale customer. Except in cases of emergency, the City shall provide reasonable written notice of any interruption or reduction. The Customer shall indemnify, defend, and hold harmless the City, and its officers, agents, employees, successors, and assignees from any claims for injury or damage related to interrupted or reduces deliveries of water.

14. This Agreement represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

15. This Agreement is effective when all parties have executed it and all required approvals have been granted. The terms of this agreement shall bind the parties hereto and their successors and assigns. 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. Any assignment without the prior written approval of the City is void.

16. The Customer understands and agrees it is subject to the terms of the all City ordinances, as amended, regarding the payment of utility bills. This Agreement shall continue for so long as Customer is a customer in good standing, provided however that a Customer may terminate this agreement upon seventy five (75) days written notice.

17. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

18. Disputes between the Customer and the City regarding this Agreement will be handled according to JPA Sections 5.4 (g) (g.1):

a. General Disputes: The dispute resolution process for general disputes shall follow a three-step process.

Step 1: The first step in any dispute involves a good faith effort on the part of the Customer and the City to resolve any disagreement by informal discussions.

Step 2: If at any time the Customer or the City determines that such informal discussions in Step 1 will not result in a resolution, that party may request a review be initiated by the Regional Water Panel established in the JPA. The Regional Water Panel's decision will be made in writing to the Parties within 45 days.

Step 3: Either party may appeal the decision of the Regional Water Panel within 30 days from the date of the Regional Water Panel's written decision through the Wyoming legal system in a forum using a judge without a jury.

The costs incurred by each PARTY for the general dispute resolution process shall be paid individually by each respective PARTY.

b. **Rate-related Disputes:** The establishment of the level and structure of Rates and SDC charges for the Project are set by the JPA process through actions by the City of Gillette and Campbell County and are not subject to dispute by Customers. Disputes over implementation of these rates and SDC can be resolved through Section 15.a., above.

19. 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 City does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law.

20. The City does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The Parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

Dated this 23rd day of October 2025.

Customer

BY 

Piper Acres Improvement and Service District,
A Wyoming Improvement and Service District

STATE OF WYOMING

)

) SS.

City of Gillette and Piper Acres
Water Service Agreement
Page 7

COUNTY OF CAMPBELL)

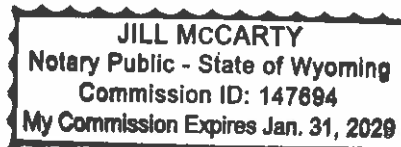
The above and foregoing instrument was acknowledged before me by Thomas Civin in their official capacity as President of Piper Acres SID District, a Wyoming Improvement and Service District on this 23 day of October, 2025.

Witness my hand and official seal.

My Commission Expires: 1-31-2029 Notary Public



City of Gillette



Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged before me by Shay Lundvall, Mayor of City of Gillette, Wyoming, and Alicia Allen, City Clerk of City of Gillette Wyoming, on this ____ day of _____, 2025.

Witness my hand and official seal.

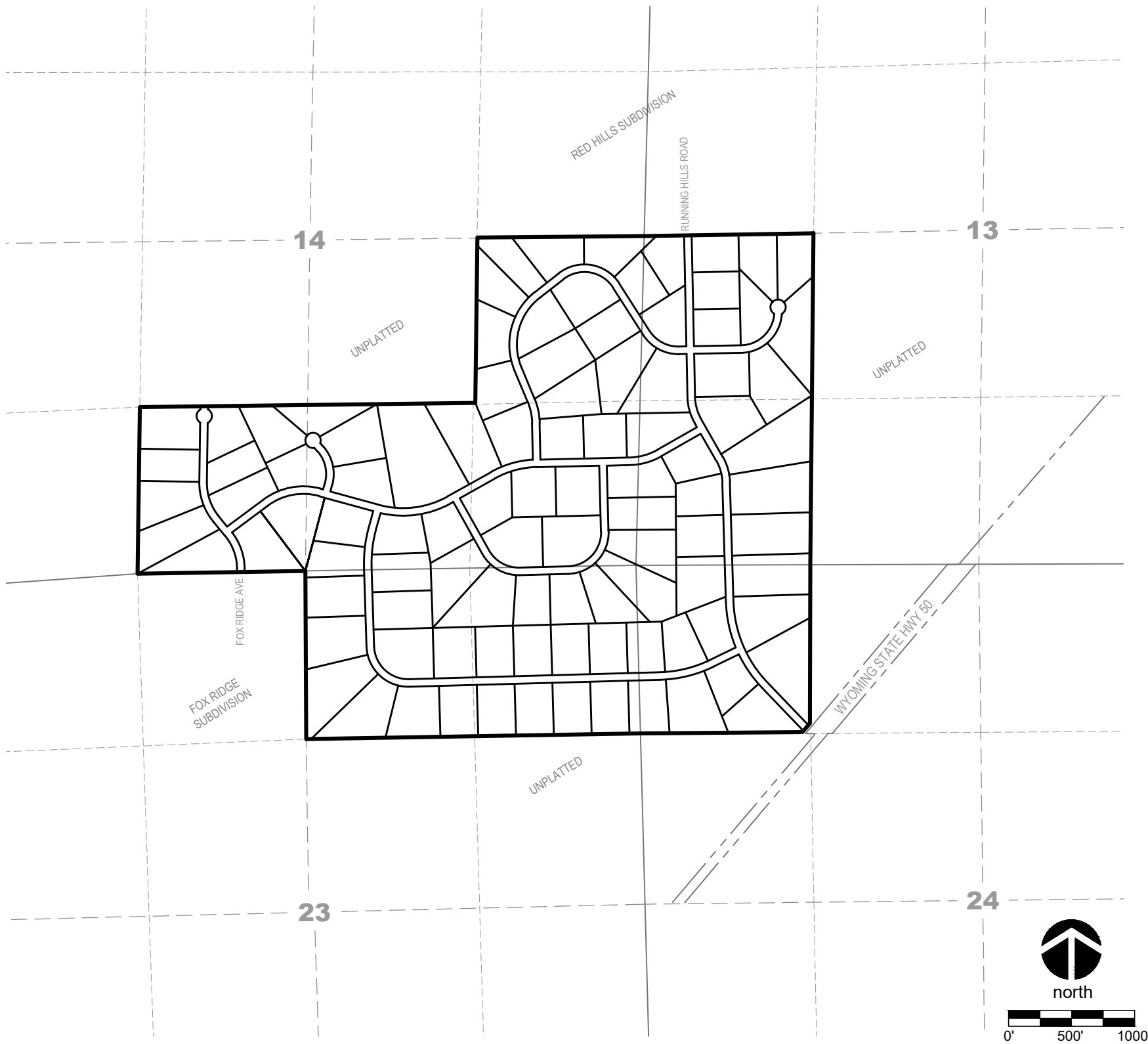
My Commission Expires:

Notary Public

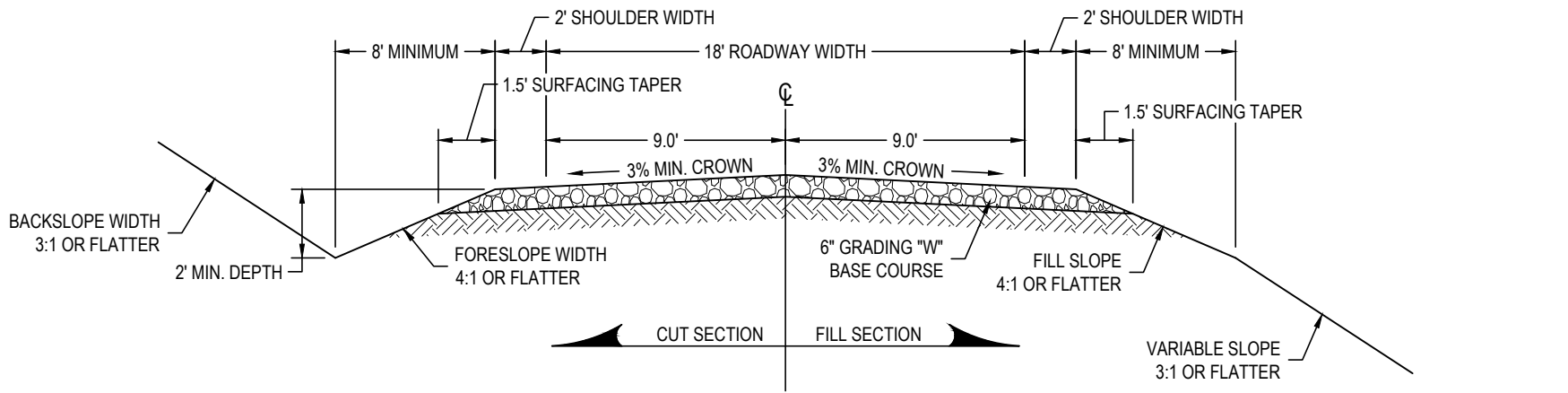
PRELIMINARY PLAT OF
PIPER ACRES

A TRACT OF LAND BEING THE W½ SW¼ OF SECTION 13,
THE SE¼ SW¼, THE S½ SE¼, AND NE¼ SE¼ OF SECTION 14,
THE N½ NE¼, SECTION 23, AND A PORTION OF THE NW¼ NW¼ OF SECTION 24,
T.49N., R.73W. OF THE 6TH P.M.
CAMPBELL COUNTY, WYOMING

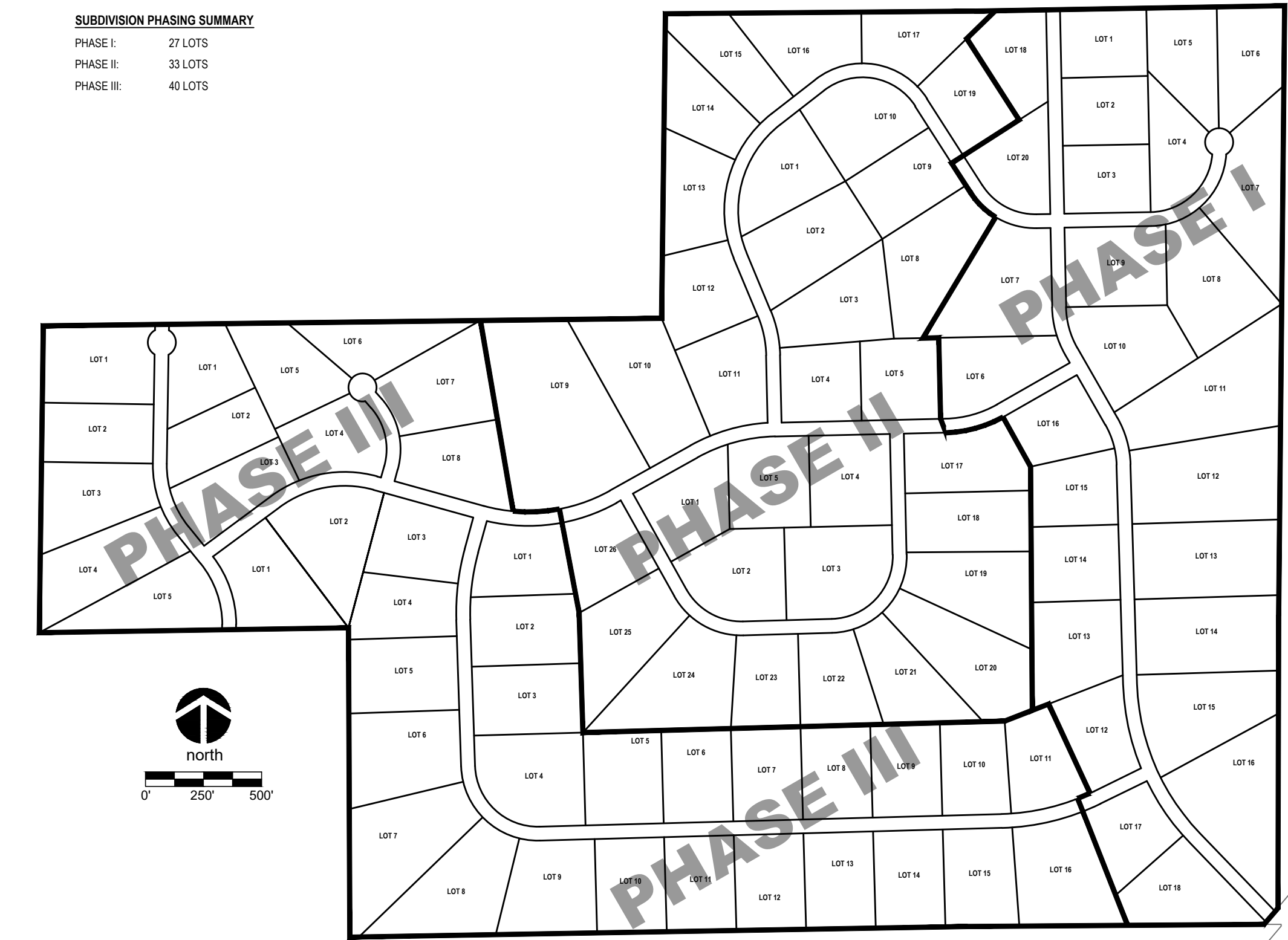
SHEET 1 of 2



1 VICINITY MAP - T.49N., R.73W., 6th P.M.
SCALE: 1" = 1000'



2 TYPICAL SUBDIVISION ROADWAY SECTION
NOT TO SCALE



3 PIPER ACRES PHASING EXHIBIT
SCALE: 1" = 500'

LEGAL DESCRIPTION

A TRACT OF LAND BEING THE W½ SW¼ OF SECTION 13, THE SE¼ SW¼, THE S½ SE¼, AND NE¼ SE¼ OF SECTION 14, THE N½ NE¼ OF SECTION 23, AND A PORTION OF THE NW¼ NW¼ OF SECTION 24, TOWNSHIP 49 NORTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING. SAID TRACT OF LAND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A THE COMMON ONE QUARTER SECTION CORNER BETWEEN SAID SECTIONS 13 AND 14;
THENCE N89°01'05"E ALONG THE NORTH BOUNDARY OF THE SAID W½ SW¼ OF SECTION 13 A DISTANCE OF 1335.60 FEET TO THE NORTHEAST CORNER OF THE SAID W½ SW¼ OF SECTION 13;
THENCE S00°33'22"W ALONG THE EAST BOUNDARY OF THE SAID W½ SW¼ OF SECTION 13 A DISTANCE OF 2625.13 FEET TO THE SOUTHEAST CORNER OF THE SAID W½ SW¼ OF SECTION 13;
THENCE S00°08'54"W ALONG THE EAST BOUNDARY OF THE SAID NW¼ NW¼ OF SECTION 24 A DISTANCE OF 1261.85 FEET TO THE NORTHERLY RIGHT OF WAY OF WYOMING STATE HIGHWAY NUMBER 50;
THENCE S40°37'19"W ALONG THE SAID NORTHERLY RIGHT OF WAY OF WYOMING STATE HIGHWAY NUMBER 50 A DISTANCE OF 32.27 FEET TO THE SOUTH BOUNDARY OF THE SAID NW¼ NW¼ OF SECTION 24;
THENCE S89°34'53"W ALONG THE SAID SOUTH BOUNDARY OF THE SAID NW¼ NW¼ OF SECTION 24 A DISTANCE OF 1277.30 FEET TO THE SOUTHWEST CORNER OF THE SAID NW¼ NW¼ OF SECTION 24;
THENCE S89°01'02"W ALONG THE SOUTH BOUNDARY OF THE SAID N½ NE¼ OF SECTION 23 A DISTANCE OF 2659.54 FEET TO THE SOUTHWEST CORNER OF THE SAID N½ NE¼ OF SECTION 23;
THENCE N00°14'48"W ALONG THE WEST BOUNDARY OF THE SAID N½ NE¼ OF SECTION 23 A DISTANCE OF 1332.57 FEET TO THE NORTHWEST CORNER OF THE SAID N½ NE¼ OF SECTION 23;
THENCE S89°08'07"W ALONG THE SOUTH BOUNDARY OF THE SAID SE¼ SW¼ OF SECTION 14 A DISTANCE OF 1331.82 FEET TO THE SOUTHWEST CORNER OF THE SAID SE¼ SW¼ OF SECTION 14;
THENCE N00°46'23"E ALONG THE WEST BOUNDARY OF THE SAID SE¼ SW¼ OF SECTION 14 A DISTANCE OF 1321.94 FEET TO THE NORTHWEST CORNER OF THE SAID SE¼ SW¼ OF SECTION 14;
THENCE S89°17'42"E ALONG THE NORTH BOUNDARY OF THE SAID SE¼ SW¼ OF SECTION 14 AND THE SW¼ SE¼ OF SECTION 14 A DISTANCE OF 2662.16 FEET TO THE NORTHEAST CORNER OF THE SAID SE¼ SW¼ OF SECTION 14;
THENCE N00°42'56"E ALONG THE WEST BOUNDARY OF THE SAID NE¼ SE¼ OF SECTION 14 A DISTANCE OF 1311.71 FEET TO THE NORTHWEST CORNER OF THE SAID NE¼ SE¼ OF SECTION 14;
THENCE N89°30'05"E ALONG THE NORTH BOUNDARY OF THE SAID NE¼ SE¼ OF SECTION 14 A DISTANCE OF 1331.09 FEET TO THE EAST ONE QUARTER SECTION CORNER OF SAID SECTION 14 TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 363.186 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS, RESTRICTIONS, RESERVATIONS, AND/OR EASEMENTS OF SIGHT AND RECORD.

SUBDIVISION SUMMARY

TOTAL AREA:	363.186 ACRES
TOTAL BLOCKS:	7
TOTAL LOTS:	100
AVERAGE LOT SIZE:	145907.907 S.F. (3.350 ACRES)
ZONING:	R-S (RURAL SUBURBAN)
FLOOD PLAIN DESIGNATION:	ZONE X
RIGHT-OF-WAY:	28.227 ACRES

GAS WELL INFORMATION

API NUMBER	COMPANY	WELL NAME	SECTION	18th SECTION	LOCATION	STATUS
49-005-36819	LORAL OPERATING LLC	SWANSONG 12-13-49-73 A	13	NW SW	1940 FSL AND 649 FWL	PERMANENTLY ABANDONED
49-005-36823	LORAL OPERATING LLC	SWANSONG 13-13-49-73 A	13	SW SW	637 FSL AND 676 FWL	PERMANENTLY ABANDONED
49-005-36826	LORAL OPERATING LLC	SWANSONG 14-14-49-73 A	14	SE SW	840 FSL AND 2007 FWL	PERMANENTLY ABANDONED
49-005-36827	LORAL OPERATING LLC	SWANSONG 15-14-49-73 A	14	SW SE	657 FSL AND 2063 FWL	PERMANENTLY ABANDONED
49-005-36828	LORAL OPERATING LLC	SWANSONG 16-14-49-73 A	14	SE SE	674 FSL AND 665 FWL	PERMANENTLY ABANDONED
49-005-36829	LORAL OPERATING LLC	SWANSONG 9-14-49-73 A	14	NE SE	1979 FSL AND 691 FWL	PERMANENTLY ABANDONED
49-005-33215	LORAL OPERATING LLC	SWANSONG 1-23-49-73 A	23	NE NE	666 FSL AND 665 FWL	PERMANENTLY ABANDONED
49-005-33217	LORAL OPERATING LLC	SWANSONG 2-23-49-73 A	23	NW NE	666 FSL AND 1997 FWL	PERMANENTLY ABANDONED
49-005-36832	LORAL OPERATING LLC	SWANSONG 4-24-49-73 A	24	NW NW	686 FSL AND 674 FWL	PERMANENTLY ABANDONED

*NOTE - FOR INFORMATIONAL PURPOSES ONLY. INFORMATION PRESENTED HERE WAS SOURCED FROM THE WYOMING OIL AND GAS COMMISSION WEBSITE.

STOCK DAM INFORMATION

WYOMING SEC PERMIT NUMBER	NAME OF FACILITY	BOOK & PAGE	SECTION	18th SECTION	STATUS
137519	GALLIES	BOOK 83 OF STOCK DAMS, PAGE 14 WATER DIVISION 2, DISTRICT 10	14	SW SE (LOT 15)	ACTIVE, TO BE ABANDONED
137620	MKE	BOOK 83 OF STOCK DAMS, PAGE 15 WATER DIVISION 2, DISTRICT 10	14	SE SW (LOT 14)	ACTIVE, TO BE ABANDONED

PLAT NOTES

- NO PUBLIC CENTRALIZED SEWAGE SYSTEM.
- NO PUBLIC MAINTENANCE OF STREETS OR ROADS.
- FIRE HYDRANT, VALVES, SERVICES, AND BEND LOCATIONS TO BE SHOWN ON FINAL CONSTRUCTION PLANS.
- UNLESS OTHERWISE NOTED, WATERLINES SHALL BE TEMPORARILY DEAD-ENDED WITH A VALVE. TEMPORARY PLUG, BLOW-OFF, AND THRUST BLOCK AT FUTURE ADJACENT PHASE LINES. SEPTIC SYSTEM SHALL BE INDIVIDUALLY DESIGNED PER LOT DEVELOPMENT.
- FINAL STORM SEWER MATERIALS AND SIZE WILL BE DETERMINED AT FINAL DESIGN.
- EXISTING STOCK DAMS TO BE VACATED. EXISTING CULVERTS REMOVED, AND DAMS BREACHED. DAMS AND PONDED AREA TO BE INCORPORATED INTO IMPROVEMENTS AS NECESSARY ON SITE.
- ALL SIGNAGE AND STRIPING FOR PUBLIC AND/OR PRIVATE ROADWAY, WALKWAYS OR BICYCLE TRAILS OPEN TO PUBLIC TRAVEL SHALL CONFORM TO THE MOST RECENT ALL SIGNAGE AND STRIPING FOR PUBLIC AND/OR PRIVATE ROADWAY, WALKWAYS OR BICYCLE TRAILS OPEN TO PUBLIC TRAVEL SHALL CONFORM TO THE MOST RECENT VERSION OF THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL PAVEMENT MARKINGS ARE SUBJECT TO MATERIAL CHANGES DUE TO SEASON AND/OR WEATHER. TEMPORARY MARKINGS MATERIALS MAY BE REQUIRED. SPECIFIED FINAL PAVEMENT MARKINGS ARE SUBJECT TO MATERIAL CHANGES DUE TO SEASON AND/OR WEATHER. TEMPORARY MARKINGS MATERIALS MAY BE REQUIRED. SPECIFIED FINAL PAVEMENT MARKINGS MATERIALS SHALL BE INSTALLED WHEN SEASON/WEATHER ALLOW.
- ALL STREET NAMES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY. FOR ACCEPTED STREET NAMES, REFER TO THE RECORDED FINAL PLAT FOR THIS SUBDIVISION.
- NO FORMAL TRAFFIC CONTROL PLAN IS PROPOSED AS TEMPORARY FENCING AT PROJECT EXTENTS WILL SUFFICE FOR CONSTRUCTION. FENCING TO REMAIN UNTIL NO FORMAL TRAFFIC CONTROL PLAN IS PROPOSED AS TEMPORARY FENCING AT PROJECT EXTENTS WILL SUFFICE FOR CONSTRUCTION. FENCING TO REMAIN UNTIL CONSTRUCTION IS COMPLETE.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	106.10	60.00	101.32	N09°29'57"E	92.81
C2	52.22	60.00	49.87	N66°05'40"W	50.59
C3	46.02	60.00	43.95	S66°59'43"W	44.90
C4	109.66	60.00	104.72	S07°20'22"E	95.02
C5	263.92	330.00	45.82	N06°33'04"E	256.94
C6	398.40	270.00	84.54	S46°40'15"W	363.23
C7	163.40	330.00	28.37	N63°38'53"E	161.74
C8	63.99	330.00	11.11	N83°23'17"E	63.89
C9	184.96	330.00	32.11	S75°00'03"E	182.55
C10	275.14	270.00	58.39	S61°51'49"E	263.39
C11	151.33	330.00	26.27	S45°48'26"E	150.00
C12	66.59	330.00	11.56	S38°27'04"E	66.48
C13	448.85	270.00	95.25	S60°17'41"E	398.92
C14	266.07	330.00	46.20	S67°19'49"E	258.92
C15	215.93	330.00	37.49	N70°49'34"E	212.10
C16	65.51	530.00	7.08	N48°32'24"E	65.47
C17	540.17	470.00	65.85	N19°09'22"E	510.93
C18	189.85	530.00	20.52	N34°44'14"E	188.84
C19	353.77	530.00	38.24	N05°21'11"E	347.24
C20	81.56	530.00	8.82	N61°10'40"W	81.48
C21	72.43	470.00	8.82	N18°10'40"W	72.26
C22	174.42	470.00	21.26	N11°57'19"W	173.42
C23	165.91	530.00	17.94	N13°37'08"W	165.23
C24	30.78	530.00	3.33	N02°59'16"W	30.77
C25	232.88	470.00	28.39	S74°28'53"W	230.50
C26	90.67	430.00	12.08	N23°41'11"W	90.50
C27	123.73	430.00	16.49	N09°24'09"W	123.30
C28	184.48	370.00	28.57	S15°26'36"E	182.58
C29	149.81	430.00	19.96	N19°44'47"W	149.05
C30	108.37	370.00	16.78	N21°20'11"W	107.98

4 PARCEL CURVE TABLE
SCALE: NONE

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C31	60.37	430.00	8.04	N05°44'39"W	60.32
C32	72.48	370.00	11.22	N07°20'02"W	72.36
C33	419.38	970.00	24.77	N14°06'29"W	416.12
C34	371.94	1030.00	20.69	N12°04'01"W	369.92
C35	294.99	970.00	17.42	N35°12'23"W	293.85
C36	283.17	1030.00	15.75	N33°37'41"W	282.28
C37	43.40	1030.00	2.41	N42°42'40"W	43.40
C38	20.07	970.00	1.19	N64°32'17"E	20.07
C39	82.59	1030.00	4.59	S66°14'32"W	82.56
C40	352.15	970.00	20.80	N75°31'52"E	350.22
C41	312.66	1030.00	17.39	S77°14'07"W	311.46
C42	42.31	970.00	2.50	N87°10'53"E	42.31
C43	44.93	1030.00	2.50	S67°10'53"W	44.93
C44	422.74	270.00	89.71	S46°42'55"E	380.86
C45	88.35	330.00	15.34	N83°53'58"W	88.09
C46	185.15	330.00	32.15	N60°09'21"W	182.74
C47	176.30	330.00	30.61	N28°46'38"W	174.21
C48	66.87	330.00	11.61	N07°40'00"W	66.76
C49	96.31	970.00	5.69	S00°58'59"W	96.27
C50	157.67	1030.00	8.77	N02°31'26"E	157.52
C51	152.65	1030.00	8.49	N11°09'18"E	152.51
C52	195.93	970.00	11.57	S09°36'51"W	195.60
C53	150.52	330.00	26.13	S11°44'34"W	149.22
C54	422.96	270.00	89.75	N43°33'12"E	381.02
C55	128.80	330.00	22.38	S35°59'58"W	128.08
C56	144.44	330.00	25.08	S59°43'40"W	143.29
C57	93.10	330.00	16.16	S80°20'55"W	92.79
C58	28.98	330.00	5.03	N89°03'11"W	28.97
C59	293.95	270.00	62.38	S60°22'47"E	279.65
C60	223.66	330.00	38.83	N67°07'15"W	219.40

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C61	106.63	330.00	18.51	N38°26'51"W	106.17
C62	262.60	530.00	28.39	S74°28'55"W	259.92
C63	206.92	720.00	16.47	S80°26'34"W	206.21
C64	253.70	780.00	18.64	N77°09'14"E	252.58
C65	95.65	780.00	7.03	N64°19'22"E	95.59
C66	143.26	720.00	11.40	S66°30'35"W	143.02
C67	431.85	720.00	34.37	N77°59'32"E	425.41
C68	250.81	780.00	18.42	S70°01'16"W	249.73
C69	326.23	780.00	23.96	N88°47'07"W	323.86
C70	128.50	720.00	10.23	S79°42'43"E	128.33
C71	144.74	330.00	25.13	S02°50'09"W	143.58
C72	179.73	330.00	31.21	S35°19'57"E	177.52
C73	52.44	60.00	50.08	S05°58'34"E	50.79
C74	113.55	60.00	108.43	S85°13'56"E	97.35
C75	68.03	60.00	65.92	N07°35'30"E	65.29
C76	79.13	60.00	75.57	N63°09'07"W	73.52
C77	265.48	270.00	56.34	N12°46'03"W	254.91
C78	341.14	530.00	36.88	N86°57'42"E	335.28
C79	425.41	470.00	51.86	S79°28'14"W	411.04
C80	138.59	530.00	14.98	N61°01'52"E	138.19
C81	314.24	480.00	37.51	S18°57'22"E	308.66
C82	284.41	420.00	38.80	N19°36'04"W	279.01
C83	185.08	420.00	25.25	S26°22'36"E	183.58
C84	144.35	480.00	17.23	N30°23'07"W	143.81
C86	107.48	420.00	14.66	S06°25'18"E	107.18
C87	125.66	60.00	120.00	S00°54'33"W	103.92
C88	125.66	60.00	120.00	N00°54'33"E	103.92

LEGEND

- ◇ RECOVERED BRASS CAP
- ⊙ RECOVERED ALUMINUM CAP
- RECOVERED REBAR
- SET ALUMINUM CAP (DURING FINAL PLAT EFFORTS)
- SUBDIVISION BOUNDARY
- - - PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING EASEMENT LINE
- - - ADJACENT PROPERTY LINES

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C89	49.72	720.00	3.96	N62°47'17"E	49.71
C90	20.03	780.00	1.47	N61°32'43"E	20.03
C91	89.50	270.00	18.99	N61°34'39"E	89.09
C92	47.21	1030.00	2.63	N03°02'07"W	47.21
C93	100.40	970.00	5.93	N04°41'15"W	100.36

5 DRAINAGE EASEMENT CURVE TABLE
SCALE: NONE

ENGINEER:

KLJ

1900 West Warlow Drive, Suite B
Gillette, WY 82716

OWNER:

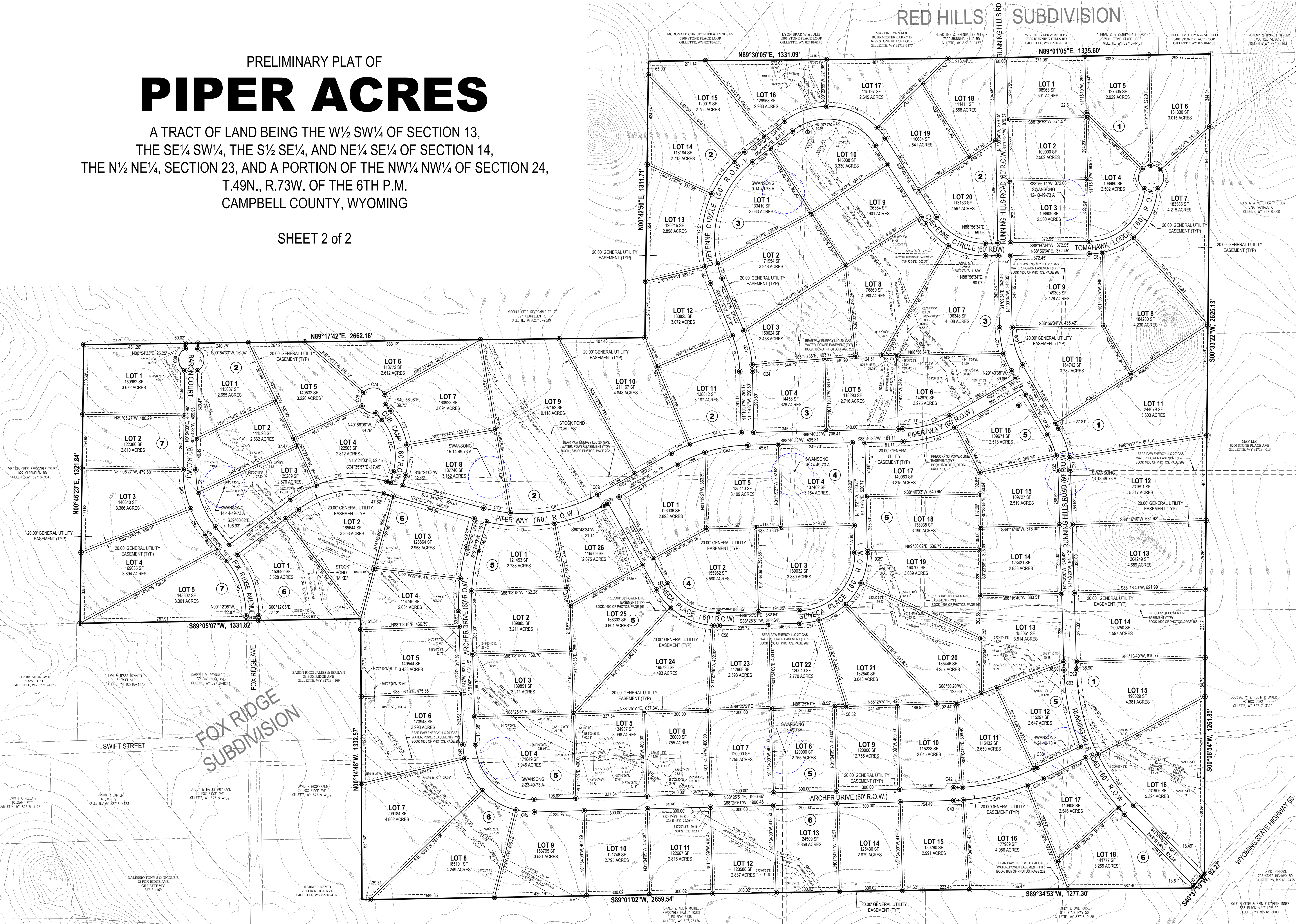
TLC Developments
1461 Thomas Drive
Sheridan, WY 82801



PRELIMINARY PLAT OF
PIPER ACRES

A TRACT OF LAND BEING THE W½ SW¼ OF SECTION 13,
THE SE¼ SW¼, THE S½ SE¼, AND NE¼ SE¼ OF SECTION 14,
THE N½ NE¼, SECTION 23, AND A PORTION OF THE NW¼ NW¼ OF SECTION 24,
T.49N., R.73W. OF THE 6TH P.M.
CAMPBELL COUNTY, WYOMING

SHEET 2 of 2



SCALE: 1" = 200'
MINOR CONTOUR INTERVAL: 5'
MAJOR CONTOUR INTERVAL: 25'

ENGINEER:
KLJ
1900 West Warlow Drive, Suite B
Gillette, WY 82716

OWNER:
TLC Developments
1461 Thomas Drive
Sheridan, WY 82801





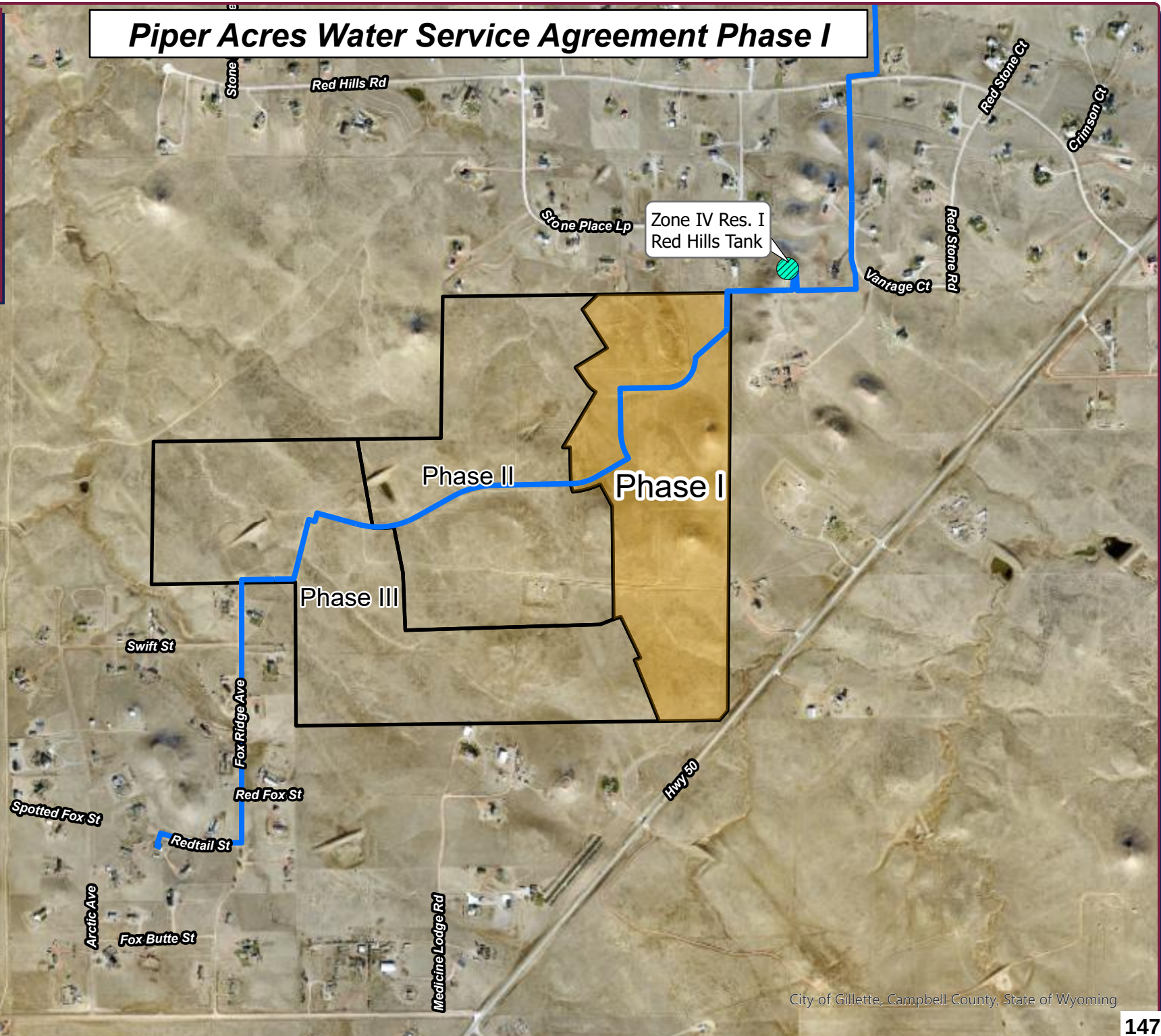
October 24, 2025
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov



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

- Regional Water Main
- Water Tank
- Piper Acres Phase I
- Piper Acres

Piper Acres Water Service Agreement Phase I





**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration to Reject All Bids Received for (1) New Articulated Mini Loader.

SUGGESTED ACTION:

I move to reject all bids received for (1) New Articulated Mini-Loader.

PROJECT NUMBER:

26VM09

CASE BACKGROUND:

This project is for the replacement of asset 000076 Polar Trac in the Parks Division. Upon further investigation into the use of this piece of equipment it was brought to my attention that a Utility UTV with a plow attachment would be better suited for the jobs that our Parks Division faces. There is \$59,673.00 budgeted for this replacement. We had one bid on this item. This asset will be rebid at a later date.

Bid Received:
Bobcat of Gillette, Wyoming in the amount of \$49,488.60

STAFF REFERENCE:

Sawley Wilde, Public Works Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration to Authorize the Mayor to Sign a Joint Letter of Support for BWXT Advanced Energy Project Grant Application.

SUGGESTED ACTION:

I move to authorize the Mayor to Sign a Joint Letter of Support for BWXT Advanced Energy Project Grant Application.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[BWXT Joint Letter of Support](#)



CITY OF GILLETTE

www.gillettewy.gov



November 12, 2025

Wyoming Energy Authority
1912 Capital Avenue #305
Cheyenne, WY 82001

Re: Support for BWXT Advanced Energy Project Grant Application

Dear Members of the Wyoming Energy Authority,

On behalf of the City of Gillette (“City”) and Campbell County (“County”), we are writing to express our strong support for the BWXT Advanced Energy Project and its accompanying grant application submitted to the Wyoming Energy Authority. The City and County recognize the strategic importance of this initiative and appreciates the significant matching funds the Authority is considering for this project. The City and County stand firmly behind this application and urges the Authority’s favorable consideration in awarding the requested funding.

The BWXT project represents a forward-looking investment in Wyoming’s energy future. It aligns with our shared commitment of diversifying the state’s energy portfolio while leveraging Wyoming’s legacy of innovation in resource development. The project’s focus on advanced nuclear technologies positions Gillette and Campbell County as a hub for next-generation energy solutions—creating new, high-quality jobs, strengthening local economic stability, and ensuring long-term energy security for Wyoming and beyond.

This grant award will not only accelerate progress toward energy diversification but will also foster collaboration between public, private, and research sectors. The City and County believe the success of this project will demonstrate Wyoming’s leadership in sustainable, high-technology energy production and attract additional investment and expertise to our region. We appreciate the Wyoming Energy Authority’s continued partnership and vision in advancing initiatives that secure the state’s economic and environmental future.

Shay Lundvall, Mayor
City of Gillette

Kelley McCreery, Chairman
Campbell County



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration to Authorize the Mayor to Sign the Amendment Document to Amend the Sewer Line Crossing Permit Agreement with Burlington Northern Santa Fe (BNSF) Railway Company in the Amount of \$9,500.00.

SUGGESTED ACTION:

I Move for Approval to Authorize the Mayor to Sign the Amendment Document to Amend the Sewer Line Crossing Permit Agreement between the City of Gillette Electrical Services Division and Burlington Northern Santa Fe (BNSF) Railway Company in the Amount of \$9,500.00.

PROJECT NUMBER:

25EN03

CASE BACKGROUND:

The City of Gillette entered an agreement, License No. 301547, Sewer Line Crossing Permit No. 240286, dated March 16, 1982, with Burlington Northern Santa Fe (BNSF) Railway Company to place sewer line in the railroad right-of-way adjacent to Echeta Road between Wyoming Hwy 14/16 and Burma Avenue. The City of Gillette Engineering Division is seeking to abandon this section of sewer as part the the upcoming Echeta Road Reconstruction project no longer requires use of the BNSF Railway Company encroachment for sewer line within the railroad's property. This amendment will terminate the encroachment portion of License No. 301547, Sewer Line Crossing Permit No. 240286, dated March 16th 1982, and will update the Burma Avenue Crossing portion of this sewer line.

ACTUAL COST VS BUDGET:

N/A

STAFF REFERENCE:

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

ATTACHMENTS:

License 301547 Amendment
Echeta Road Exhibit

AMENDMENT DOCUMENT

THIS AMENDMENT DOCUMENT (this "*Amendment*") dated as of _____ 20__ (the "*Effective Date*"), is made, entered into, executed and delivered by and between the City of Gillette, WY, a municipality of the State of Wyoming, whose address is 611 N. Exchange Ave., Gillette, WY, 82716 (hereinafter called "*Licensee*"); and Strong Capital VI, LLC, a Delaware limited liability company (hereinafter called "*Strong*" or "*Licensor*");

RECITALS

WHEREAS, Licensee and Strong, or their respective predecessors-in-interest, entered into one or more agreement(s), each as amended or supplemented prior to the date hereof and as more fully described on Exhibit A attached hereto and made a part hereof (collectively, the "*Agreement*");

WHEREAS, Licensee certifies to Strong that Licensee is the lawful owner of the facilities referenced in the Agreement and, if Licensee is not the original licensee under the Agreement, that Licensee succeeded to all rights granted to, and obligations assumed by, the original licensee under the Agreement;

WHEREAS, the parties desire to amend the Agreement in connection with the execution and delivery of this Amendment in order to, among other things, modify, amend and supplement certain payment (including without limitation payment amounts and other certain payment terms) and other provisions.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration in hand paid and delivered, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by each of the parties, there parties do hereby agree as follows:

1. Administrative Processing Fee. Licensee shall pay to Strong an administrative processing fee in the amount of One Thousand and no/100 Dollars (\$1,000.00) upon the execution and delivery of this Amendment by check or wire transfer of immediately available funds.

2. Certain Amendments to Agreement. The Agreement is hereby amended to include the following provision(s):

The sections indicated in the "Annual License Fee Section(s)" column of **Exhibit A** shall be deleted in their entirety and replaced with the following:

(a). As partial consideration for the permission herein given, Licensee shall pay to Strong, as an annual license fee, the sum stated in the "Annual License Fee Amount" column of **Exhibit A**, payable annually in advance and subject to annual adjustment. Acceptance by Strong (or any successor in interest) of the license fee in advance shall not be construed as a waiver by Strong (or any successors in interest) of its right to terminate the Agreement.

(b). CPI Factor Adjustment. The annual license fee amount shall automatically and without notice to Licensee, be adjusted, upwards only, on each anniversary of the Effective Date of the Agreement by the most recently available 12-month percent change CPI Factor at the time of invoicing, as indicated on the **Consumer Price Index**, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100) (the "*Consumer Price Index*"), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor or substitute index published as a replacement for the Index by any United States Governmental agency, or by a minimum of three percent (3%). The "*CPI Factor*" is the

percentage of adjustment stated in the Consumer Price Index (indicated in the previous sentence) established during the last available twelve-month period immediately preceding invoicing of the Agreement, adjusted to the nearest one-tenth of one percent. If the Consumer Price Index has changed so that the base year differs from that used in this paragraph, the Consumer Price Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics to the 1982-84 base. If the Consumer Price Index is discontinued or revised during the term of the Agreement, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if Consumer Price Index had not been discontinued or revised.

(c). Payment Terms. All invoices are due forty-five (45) days after the date of invoice.

(d). Late Fees and Interest. In the event Licensee fails to pay the license fee on or before the due date, Licensee shall pay a late charge equal to five percent (1.5%) of the unpaid amount per month pursuant to Wyoming Statute § 16-6-602 as it may be amended from time to time.

(e). Annual License Fee Amount Contingent Upon Non-Use of Facilities. Reserved.

3. Amendment to Facilities Description. The facilities description located in the Agreement is hereby amended to delete the facilities description therein together with any associated diagrams or drawings and replace the same in its entirety with the following:

Abandonment, removal, replacement and installation of facilities as described in **Exhibit C**.

4. Full Force and Effect; Entire Agreement; Amendment. Except as otherwise expressly provided in this Amendment, all other terms, conditions and provision of the Agreement remain in full force and effect without amendment or modification. In the event of any conflict, inconsistency or incongruity between any provision of this Amendment (including without limitation **Exhibit B** attached hereto) and any provision of the Agreement, the provisions of this Amendment shall govern and control. This Amendment embodies the entire agreement among the parties relating to the subject matter hereof and may be amended only by an instrument in writing executed by an authorized officer of each party hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only in writing and signed by the party waiving such condition(s) or obligation(s).

5. Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. Interpretation. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "successors and assigns" shall include the heirs, administrators, executors, successors, and assigns, as applicable, of any party hereto. For purposes of construction, this Amendment will be deemed to have been drafted by all parties hereto. The parties acknowledge and agree that BNSF Railway Company ("*BNSF*" or "*Railway*") is an intended third-party beneficiary of this Amendment. This Amendment shall be binding and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that Licensee shall not assign the Agreement or this Amendment without the prior written consent of Licensor (or any successors in interest).

7. Acknowledgements. The Licensee hereby acknowledges the title in and to the Agreement premises to be good and agrees never to assail or resist said title. The execution of this Amendment shall be deemed Licensee's agreement that it has had an adequate opportunity to make such legal, factual and other inspections, inquiries and investigations as it deems necessary, desirable or appropriate with respect to the Agreement premises. Except as otherwise expressly set forth in this Amendment and the documents or instruments executed in connection herewith, Licensee shall not be entitled to and shall not rely upon Strong's or Strong's agents with regard to, and Strong will not make any representation or warranty with respect to the legal status of the Agreement premises, the condition of title to the Agreement premises or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction, or any other matter affecting the Agreement premises.

8. Additional Terms. The parties hereto agree to the terms and conditions set forth on **Exhibit B**, attached hereto and made a part hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first above written.

Licensee:

CITY OF GILLETTE, WY

By: _____

Name:

Title:

Strong:

RAILROAD MANAGEMENT COMPANY III LLC
As agent for Strong Capital VI LLC

By: _____

Name:

Title:

EXHIBIT A

Agreement(s) between Strong Capital VI LLC and the City of Gillette, WY:

License No.	Audit No.	Folder No.	Location City	Location County	Location State	Annual License Fee Section(s)	Annual License Fee Amount	Facility Description
301547	40240286	301547	GILLETTE	CAMPBELL	WY	1	\$8,136.33	Underground Longitudinal and Crossing

EXHIBIT B

- I. (a) Licensee agrees to reimburse BNSF Railway Company ("*Railway*") (within forty-five (45) days after receipt of bills therefor) for all costs and expenses incurred by Railway in connection with Licensee's use of the Premises or the presence, construction, and maintenance, and use of the properties described in Exhibit A (the "*Premises*"), including but not limited to the furnishing of Railway's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The estimated cost for one (I) flagger is \$800.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. **Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.**
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Railway's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.contractororientation.com" (the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- (c) Licensee shall notify Railway's Roadmaster at least five (5) business days prior to entering the Premises for any maintenance thereon.
2. This Section shall be added to the Agreement:

Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

2.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 (in the case of communication or electrical improvements ("*C&E*") or \$5,000,000 (in the case of pipeline improvements ("*Pipe*") each occurrence and an aggregate limit of at least \$4,000,000 (in the case of C&E) or \$10,000,000 (in the case of Pipe but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- o Bodily Injury and Property Damage
- o Personal Injury and Advertising Injury
- o Fire legal liability
- o Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- o The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- o Waiver of subrogation in favor of and acceptable to Licensor.
- o Additional insured endorsement in favor of and acceptable to Licensor and Strong.
- o Separation of insureds.
- o The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy. The parties hereto agree that the improvements in the Agreement are [check one]:

C&E

X Pipe

In the event no box is checked, the higher limits shall apply.

2.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- o Bodily injury and property damage.
- o Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- o Waiver of subrogation in favor of and acceptable to Licensor.
- o Additional insured endorsement in favor of and acceptable to Licensor.
- o Separation of insureds.
- o The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

2.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- o Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- o Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Licensor.

2.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 (in the case of C&E or \$5,000,000 (in the case of Pipe) each occurrence and an aggregate limit of at least \$4,000,000 (in the case of C&E) or \$10,000,000 (in the case of Pipe). The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- o Endorsed to include the Pollution Exclusion Amendment.
- o Endorsed to include the Limited Seepage and Pollution Endorsement.
- o Endorsed to include Evacuation Expense Coverage Endorsement.
- o No other endorsements restricting coverage may be added.
- o The original policy must be provided to Licensor prior to performing any work or services under this License.
- o Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

2.5 Pollution Legal Liability (PLL) Insurance. This insurance shall be in an amount of at least FIVE MILLION DOLLARS (\$5,000,000) per claim including but not limited to the following:

- o Coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
- o Coverage for property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- o Coverage for defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- o Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY, PROPERTY DAMAGE, or Remediation Expense.
- o If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually Licensee agrees to provide evidence of such coverage as required hereunder.
- o Amend the Contractual Liability exclusions and employers' liability exclusion to provide coverage for liability assumed under contract.

- o Amend the definition of Property Damage to provide coverage for natural resource damage.

2.6 Other Requirements:

2.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

2.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

2.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

2.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

2.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

2.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

2.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

2.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then- current risk management practices in the railroad industry and underwriting practices in the insurance industry.

2.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as

Licensee is required to release, defend and indemnify Licensor herein.

2.6.10 Failure to provide evidence as required by this Section 2 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

2.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

2.6.12 For purposes of this Section 2, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

3. Compliance with Laws, Rules, and Regulations.

3.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

3.2 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

3.3 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

3.4 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

4. Environmental.

4.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act,

the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

4.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Railway's property. Licensee agrees periodically to furnish Railway with proof, satisfactory to Railway that Licensee is in compliance with the provisions of this Section 4.

4.3 Licensee shall give Railway immediate notice to Railway's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Railway immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

4.4 If Railway has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Railway may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Railway's right-of-way.

4.5 Licensee shall promptly report to Railway in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Railway shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Railway's request for information regarding said conditions or activities.

5. Indemnification.

5.1 SUBJECT TO THE LIMITATIONS OF THE WYOMING GOVERNMENTAL CLAIMS ACT, WYOMING STATUTES § 1-39-101 *ET SEQ.*, WYOMING STATUTES § 15-1-125, AND SECTION 8 OF THIS LICENSE, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATING IN WHOLE OR IN PART:

- (I) THIS LICENSE, INCLUDING WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- (II) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- (III) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- (IV) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
- (V) ANY ACT OR OMISSION OF ANY LICENSEE PARTY.

5.2 EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. SUBJECT TO THE LIMITATIONS OF THE WYOMING GOVERNMENTAL CLAIMS ACT, WYOMING STATUTES § 1-39-101 *ET SEQ.*, WYOMING STATUTES §15-1-125, AND SECTION 8 OF THIS LICENSE, THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

5.3 SUBJECT TO THE LIMITATIONS OF THE WYOMING GOVERNMENTAL CLAIMS ACT, WYOMING STATUTES §1-39-101 *ET SEQ.*, WYOMING STATUTES § 15-1-125, AND SECTION 8 OF THIS LICENSE, IF ANY EMPLOYEE OF ANY LICENSEE PARTY IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BYLAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANY LIMITATION HEREIN OR IN THE AGREEMENT, LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR(S) TO NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILWAY IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMESIS FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT RAILWAY TO CLAIMS THAT RAILWAY IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL RAILWAY OR STRONG BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

5.4 Subject to the Wyoming Governmental Claims Act, Wyoming Statutes § 1-39-101 *et seq.*, Wyoming Statutes§ 15-1-125, and Section 8 of this License, upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgements.

5.6 Upon written notice from Railway or Strong, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

6. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Wyoming without regard to conflicts of law provisions.

PERSONAL PROPERTY WAIVER

7. ALL PERSONAL PROPERTY OF LICENSEE, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
8. GOVERNMENTAL CLAIMS, INDEMNIFICATION AND OTHER LICENSOR SUPPLIED TERMS. THE CITY DOES NOT WAIVE ANY RIGHT OR RIGHTS IT MAY HAVE PURSUANT TO THE WYOMING GOVERNMENTAL CLAIMS ACT, WYOMING STATUTES SECTIONS 1-39-101 *ET SEQ.* THE CITY SPECIFICALLY RESERVES THE RIGHT TO ASSERT ANY AND ALL IMMUNITIES, RIGHTS, AND DEFENSES IT MAY HAVE PURSUANT TO THE WYOMING GOVERNMENTAL CLAIMS ACT. THE PARTIES ACKNOWLEDGE THAT THE CITY OF GILLETTE, WYOMING, HAS GOVERNMENTAL IMMUNITY AND ONLY THE WYOMING LEGISLATURE HAS THE POWER TOWAIVE IT. THE PARTIES FUTHER ACKNOWLEDGE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE CITY OF GILLETTE, WYOMING TO ENTER INTO CERTAIN TERMS AND CONDITIONS SUPPLIED BY THE LICENSOR, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: LIABILITY FOR DAMAGES; CHOICE OF LAW; CONFLICTS OF LAW; VENUE AND FORUM-SELECTION CLAUSES; DEFENSE OR CONTROL OF LITIGATION OR SETTLEMENT; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNES' FEES OR COSTS; ADDITIONAL INSURED PROVISIONS; DISPUTE RESOLUTION, INCLUDING, BUT NOT LIMITED TO, ARIBATRATION; INDEMNIFICATION OF ANOTHER PARTY; AND CONFIDENTIALITY. ANY SUCH PROVISIONS IN THIS AGREEMENT, OR IN ANY ATTACHMENTS OR DOCUMENTS INCORPORATED BY REFERENCE, WILL NOT BE BINDING ON THE CITY OF GILLETTE, WYOMING, EXCEPT TO THE EXTENT AUTHORIZED BY THE LAW AND CONSTITUTION OF THE STATE OF WYOMING. DESIGNATIONS OF VENUE, CHOICE OF LAW, ENFORCEMENT ACTIONS, AND SIMILAR PROVISIONS SHALL 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 as herein modified, the Agreement shall continue in full force and effect.

EXHIBIT C



GILLETTE, WY

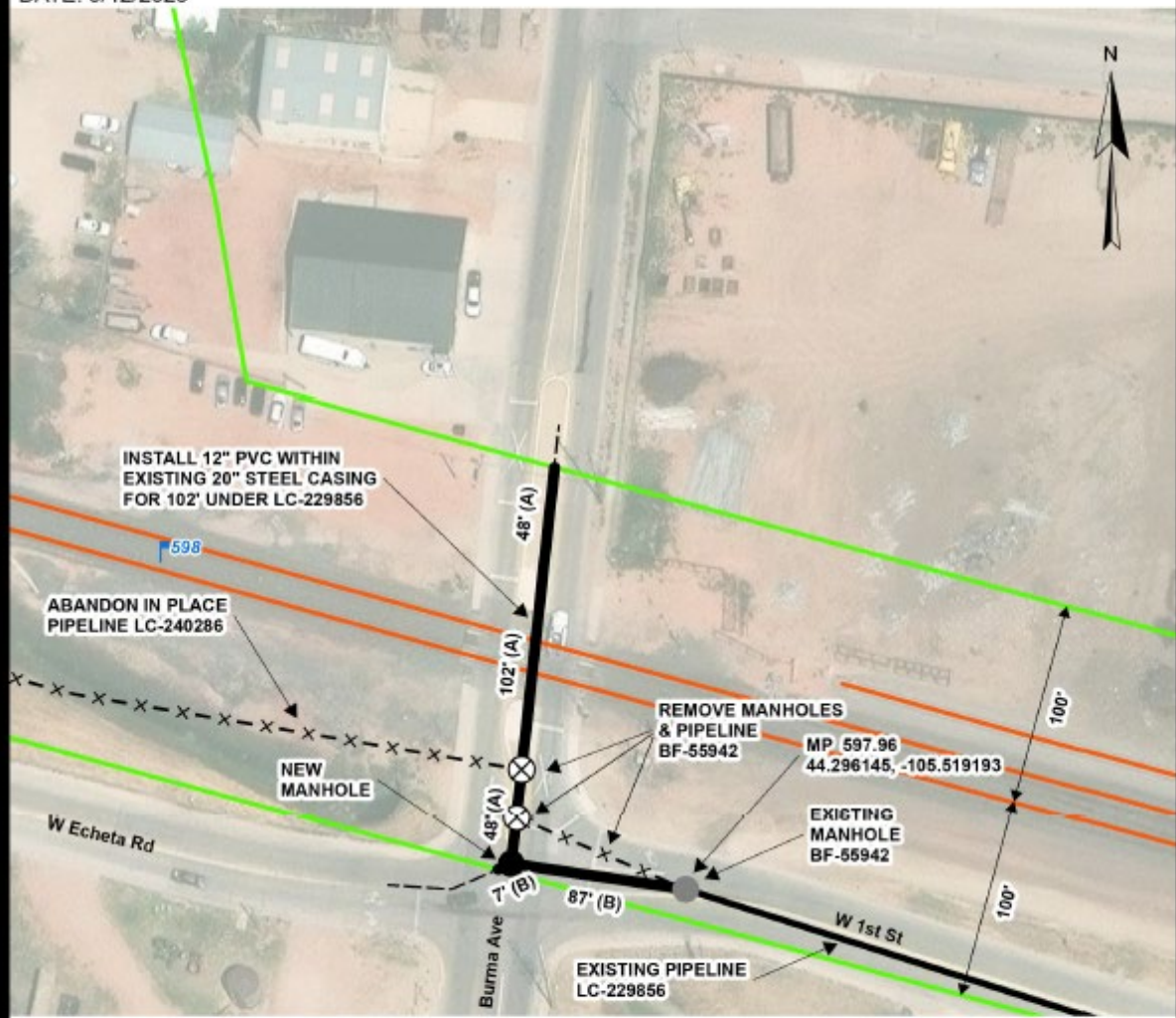


SCALE: 1 IN = 75 FT
POWDER RIVER DIV.
BLACK HILLS SUBDIV.
L.S. 0004 MP: 597.96
DATE: 9/12/2025

EXHIBIT "A"

SECTION: 21
TOWNSHIP & RANGE:
50N, 72W
MERIDIAN: 6PM

MAP REF. s53211



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	12" (A) / 24" (B)	20" (A)	LENGTH ON R/W:	292'	198'
CONTENTS:	DOMESTIC WASTEWATER		WORKING PRESSURE:	-	
PIPE MATERIAL:	PVC (A) FRPM HOBAS (B)	STEEL (A)	BURY: BASE/RAIL TO TOP OF CASING	21' (B)	18' (A)
SPECIFICATIONS / GRADE:	D3034, SDR 35 (A) 3262, SN72 (B)	A53 GRADE B (A)	BURY: NATURAL GROUND	21' (B)	18' (A)
WALL THICKNESS:	0.437" (A) 0.47" (B)	0.375" (A)	BURY: ROADWAY DITCHES	21' (B)	18' (A)
COATING:	-	-	CATHODIC PROTECTION	NO (B)	YES (A)

VENTS: NUMBER 0 SIZE - HEIGHT OF VENT ABOVE GROUND -
NOTE: CARRIER & CASING TO BE INSTALLED BY TRENCHING

GILLETTE
COUNTY OF CAMPBELL

STATE OF WY

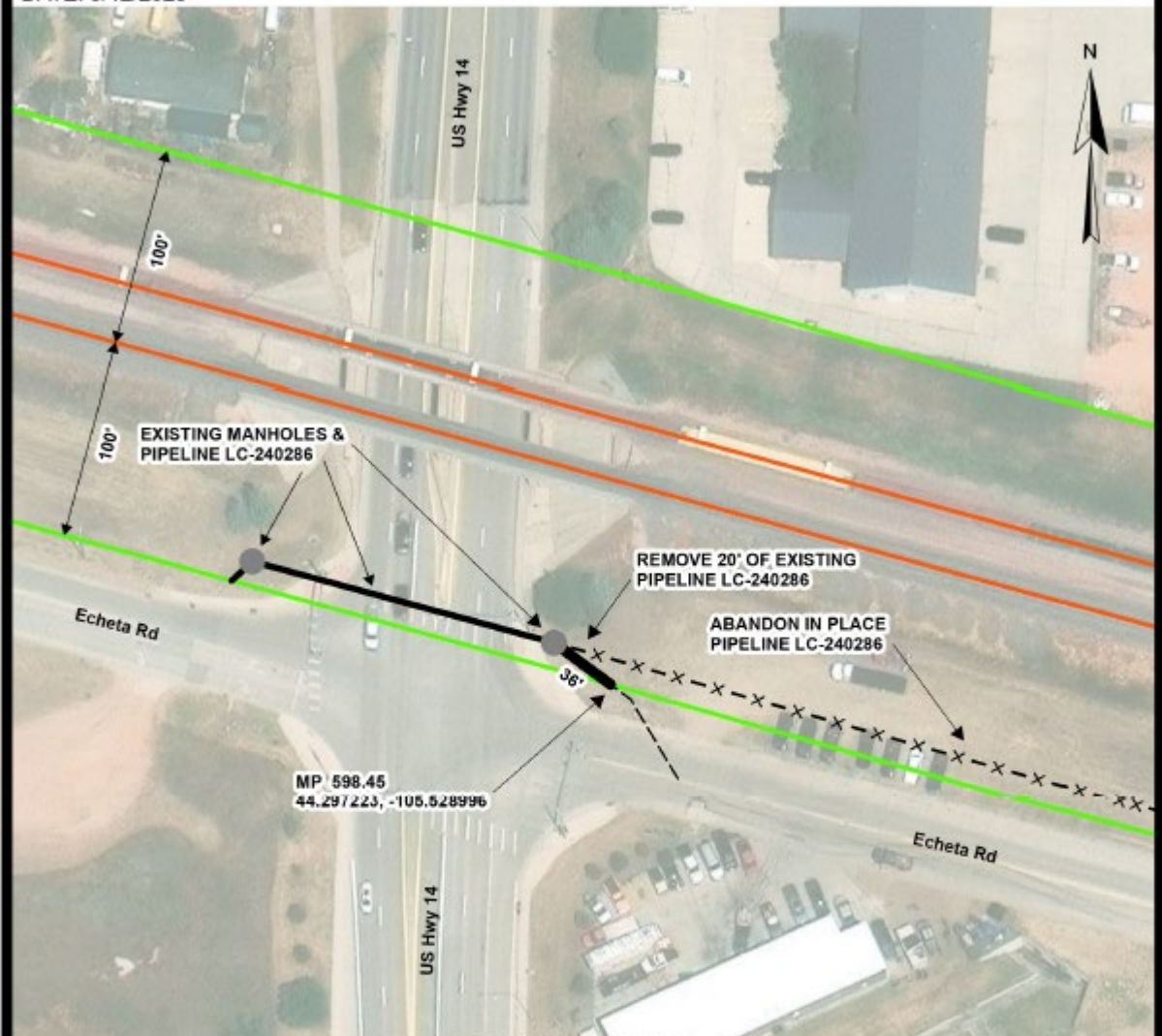
TEC

TRACKING NO. 25W-24233

SCALE: 1 IN = 75 FT
POWDER RIVER DIV.
BLACK HILLS SUBDIV.
L.S. 0004 MP: 598.45
DATE: 9/12/2025

EXHIBIT "A"

SECTION: 21
TOWNSHIP & RANGE:
50N, 72W
MERIDIAN: 6PM



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	15"	-	LENGTH ON RW:	36'	-
CONTENTS:	DOMESTIC WASTEWATER	-	WORKING PRESSURE:	-	-
PIPE MATERIAL:	REINFORCED CONCRETE	-	BURY: BASE/RAIL TO TOP OF CASING	-	-
SPECIFICATIONS / GRADE:	C14 CLASS V	-	BURY: NATURAL GROUND	9'	-
WALL THICKNESS:	2.25"	-	BURY: ROADWAY DITCHES	9'	-
COATING:	-	-	CATHODIC PROTECTION	NO	-

VENTS: NUMBER 0 SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CARRIER TO BE INSTALLED BY TRENCHING

GILLETTE
COUNTY OF CAMPBELL

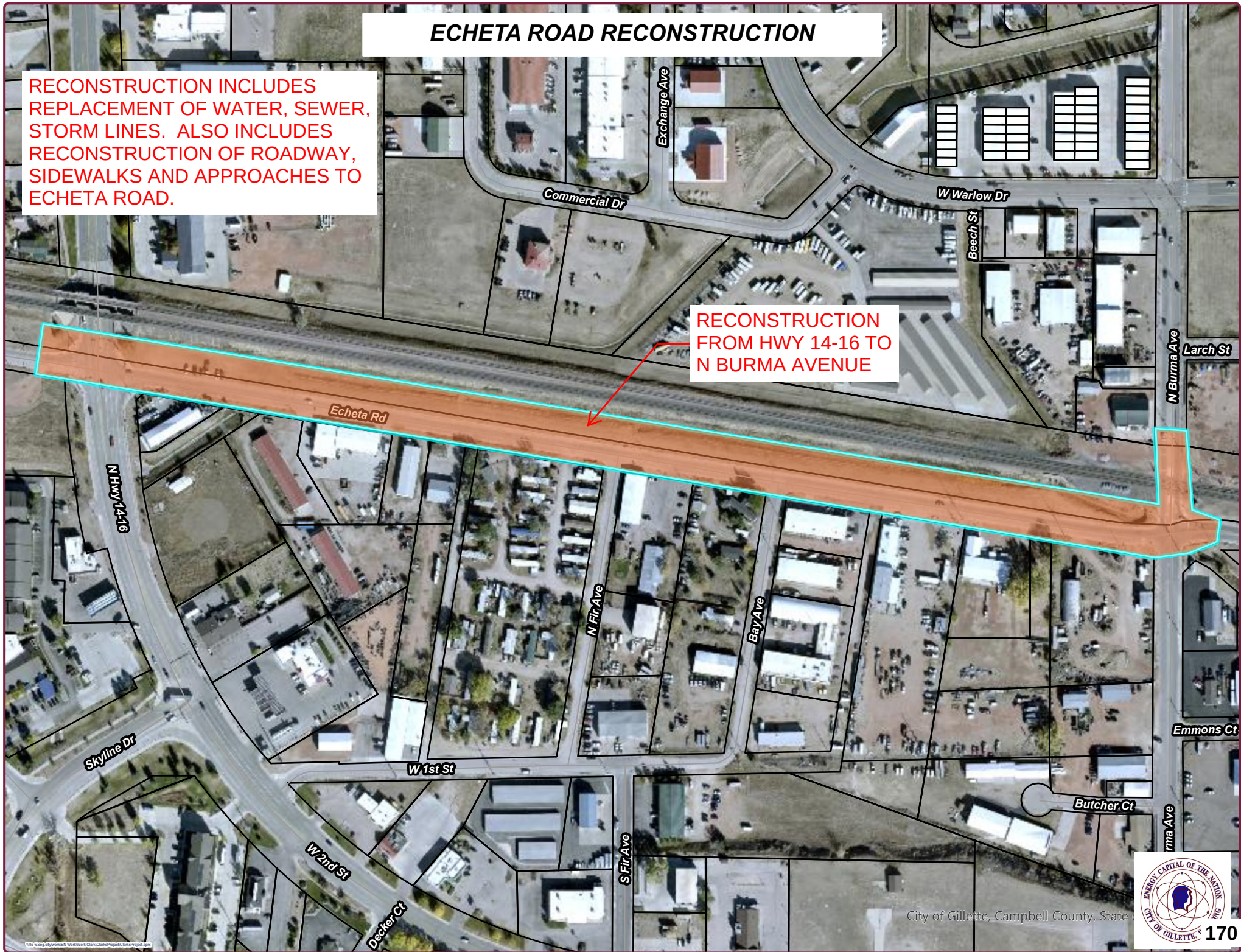
STATE OF WY

TEC

ECHETA ROAD RECONSTRUCTION

RECONSTRUCTION INCLUDES REPLACEMENT OF WATER, SEWER, STORM LINES. ALSO INCLUDES RECONSTRUCTION OF ROADWAY, SIDEWALKS AND APPROACHES TO ECHETA ROAD.

RECONSTRUCTION FROM HWY 14-16 TO N BURMA AVENUE





**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration to Authorize the Mayor to Execute the Balancing Authority Ancillary Services Agreement with Black Hills Power, Inc.

SUGGESTED ACTION:

I Move to Authorize the Mayor to Execute the Balancing Authority Ancillary Services Agreement with Black Hills Power, Inc.

CASE BACKGROUND:

One of the requirements of owning generation and purchasing energy from the Wholesale power market is to help maintain regional power grid health and stability. These services include specifics as frequency response, load and supply balancing, etc. and are collectively known as Ancillary Services. An entity called a Balancing Authority (BA) is responsible for coordinating and implementing Ancillary Services within a given region. Historically, the City has taken Ancillary Services from the Department of Energy's Western Area Power Administration (WAPA) through Black Hill's Western Area Colorado Missouri (WACM) Agreement.

In April of 2026, WAPA is scheduled to join the Southwest Power Pool's (SPP) Regional Transmission Organization (RTO), and will no longer be offering reserve power services. In response to this, Black Hills Power is creating their own entity to provide these services. This Sub Entity Agreement allows the City to take reserve power services from Black Hills Power directly.

The City should see very little change in the day-to-day of operations or long-term expenses due to this change.

For more information, please see the attached memo.

STAFF REFERENCE:

Joff Pilon, P.E., Utilities Director

ATTACHMENTS:

BA Ancillary Services Agreement Final 11-10-25
Gillette City Council Memo
Gillette City Council Meeting Presentation

**Balancing Authority
Ancillary Services Agreement**

1.0 Preamble.

- 1.1** This Balancing Authority Ancillary Services agreement ("BA Agreement") is entered into as of the ____ day of _____, 20__ by and between Black Hills Power, Inc. ("BA Operator" or "Black Hills Power"), and _____ ("BA Customer"). BA Operator and BA Customer may be referred to individually as "Party" or jointly as "Parties."
- 1.2** Capitalized terms not defined within this BA Agreement shall be defined in accordance with the Joint Tariff administered by BA Operator.
- 1.3** The Parties to this BA Agreement agree to the terms and conditions and affirm the accuracy of any representations contained in this BA Agreement.

2.0 Explanatory Recitals.

- 2.1** BA Operator operates, or will operate, a Balancing Authority Area ("BAA") in the Western Interconnection.
- 2.2** BA Customer serves load and/or owns generation within the Black Hills Power BAA and requires Balancing Authority Ancillary Services ("Ancillary Services").
- 2.3** Execution of a BA Agreement is a requirement for any entity, within the BA footprint, with more than 33 MW of combined peak demand and nameplate generation. BA Customers with less than 33 MW of combined peak demand and nameplate generation within the BA footprint may arrange for their Ancillary Services through an appropriate transmission service agreement including an agreement to procure necessary Ancillary Services under the Joint Tariff Ancillary Service schedules, present an acceptable plan to self-supply Ancillary Services, or show other comparable arrangements for Ancillary Services.
- 2.4** BA Operator agrees to provide the Ancillary Services identified and specified in Attachment A under the terms and conditions set forth in this BA Agreement.

3.0 Definitions.

- 3.1 **Ancillary Services** are defined in Section 2.2 and include services provided under Schedules 1 through 6, Schedule 13, and Attachments M and S of the Joint Tariff as they may be amended from time to time.
- 3.2 **Anticipated WEIM Integration Date** is May 6, 2026.
- 3.3 **Assistance Energy Transfers** are a mechanism within the WEIM Tariff Provisions that allows a BA that has failed a WEIM Resource Sufficiency Evaluation to elect to receive energy transfers from other WEIM BAs to help cover its supply shortfall, subject to an additional surcharge. The term should also be considered to include any similar successor or replacement product under the WEIM Tariff Provisions.
- 3.4 **Balancing Authority (“BA”)** means the entity responsible for maintaining the balance between electricity production and consumption within a specific geographic area which is required for the safe and reliable operation of the power system.
- 3.5 **Balancing Authority Area (“BAA”)** is the collection of generation, transmission, and loads within the metered boundaries of a BA.
- 3.6 **Breach** is the failure of either Party to perform or observe any material term or condition of this BA Agreement.
- 3.7 **Bulk-Power System** means the facilities and control systems necessary for operating an interconnected electric energy transmission network (or any portion thereof); and electric energy from generation facilities needed to maintain transmission system reliability. The term does not include facilities used in the local distribution of electric energy.
- 3.8 **CAISO** is the California Independent System Operator and operates the Western Energy Imbalance Market (“WEIM”).
- 3.9 **Commercially Reasonable Efforts** mean efforts that are reasonably within the contemplation of the Parties at the Effective Date; that require a Party to act in good faith and to take action or expend funds reasonably in relation to the benefit to be obtained by the other Parties; and that require a level of effort which would

be devoted by an independent entity reasonably in the electric utility industry in light of all of the relevant circumstances.

- 3.10 Compelled Party** is a Party that is subject to a subpoena or other compulsory process respecting a Disclosing Party's Confidential Information.
- 3.11 Compliance Authority** means FERC, NERC, WECC, WPP, NWPP or any successor regulatory authority or reserve sharing group with jurisdiction or authority over the Parties, the BA, or the activities provided for in this BA Agreement.
- 3.12 Confidential Information** is as described in Section 15.18.1.
- 3.13 Cure Period** is a period of thirty (30) days after receipt of a Breach Notice within which a Party can cure a Breach of this BA Agreement.
- 3.14 Default** is the failure of a breaching Party to cure its Breach in accordance with Section 14 of this BA Agreement and can also result from Repetitive Breach as that term is defined in Section 3.31 and described further in Section 14.
- 3.15 Default Notice** is a written notice sent by one Party to the other Party declaring a Default pursuant to the terms and requirements of Section 14.
- 3.16 Disclosing Party** is a Party to this BA Agreement that discloses Confidential Information to the other Party to this BA Agreement.
- 3.17 Effective Date** is March 31, 2026 at 10:59 PM Mountain Prevailing Time; provided however, if at any point before March 31, 2026 at 10:59 PM Mountain Prevailing Time, the Southwest Power Pool RTO Expansion cutover (and the related Western Area Power Administration RMR Balancing Authority cessation of BA Services) ("SPP RTO Expansion Commencement") is delayed beyond March 31, 2026 at 10:59 PM Mountain Prevailing Time, Black Hills Power reserves the unilateral right to delay the Effective Date of this BA Agreement in order to align the Effective Date with the SPP RTO Expansion Commencement, as such delay may be determined necessary in BA Operator's sole discretion.
- 3.18 EIM Participating Resource Scheduling Coordinator** is as defined in the WEIM Tariff Provisions.
- 3.19 Extended Cure Period** is as described in Section 14.1.

- 3.20 Extended Force Majeure** is a Force Majeure event that prevents a Party from performing its obligations under this BA Agreement for a continuous period of sixty (60) days or more.
- 3.21 FERC** means the Federal Energy Regulatory Commission.
- 3.22 Force Majeure** means an event or circumstance that: (a) prevents the Party claiming to be affected by it (the “Claiming Party”) from performing its obligations in whole or in part under this BA Agreement; (b) is not within the reasonable control of the Claiming Party, or the result of the negligence of the Claiming Party, and (c) by the exercise of due diligence, the Claiming Party is unable to overcome using Commercially Reasonable Efforts, and, without limiting the scope of the definition, includes acts of God, or the public enemy, or insurrection, riot, acts of terrorism, civil disturbance or disorder, strikes, fire, earthquakes, floods, storms or other natural disasters, or actions or restraints by court order or Governmental Authority or arbitration award (so long as the Claiming Party has not sought or has opposed, to the extent reasonable, such actions or restraints) provided, however Force Majeure shall not include: (i) inability, or excessive cost, to procure any energy, equipment or supplies necessary to perform the obligations of this BA Agreement; (ii) acts or omissions of a third party under contract to the Claiming Party, unless such acts or omissions are themselves excused by reason of Force Majeure; or (iii) changes in market conditions.
- 3.23 Joint Tariff** means the Joint Open Access Tariff in which Black Hills Power, Basin Electric Power Cooperative and Powder River Energy Corporation participate, and which is administered by Black Hills Power. The Ancillary Services described in this BA Agreement and its Attachments and the rates for those Ancillary Services, as approved by FERC, are described in schedules of the Joint Tariff.
- 3.24 Minimum Term** is five (5) years from the Effective Date.
- 3.25 NERC** means North American Electric Reliability Corporation or a successor organization serving the same or similar functions as NERC.
- 3.26 Non-Claiming Party** is the Party who receives notice of a Force Majeure from its counterparty to this BA Agreement.

- 3.27 NWPP Reserve Sharing Program** is a program among participating BA's within WPP's Northwest Power Pool that was created for purposes of contingency / operating reserve sharing. Participation allows NWPP participating BAs to use not only their internal reserve resources, but also to call on other NWPP Reserve Sharing Program participant BAs for assistance if internal reserves do not fully cover a contingency or disturbance covered by the NWPP program documents.
- 3.28 Reliability Coordinator** is the entity that is the highest level of authority who is responsible for the reliable operation of the Bulk Electric System, has the wide area view of the Bulk Electric System, and has the operating tools, processes and procedures, including the authority to prevent or mitigate emergency operating situations in both next-day and real-time operations.
- 3.29 Reliability Standards** means any requirement, approved by FERC under Section 215 of the Federal Power Act or approved or recognized by any applicable Compliance Authority or governmental authority with jurisdiction over the Parties or the activities described in this BA Agreement, or developed with the purpose of providing for the Reliable Operation of the Bulk-Power System.
- 3.30 Renewal Term(s)** is a two (2) year term or series of two (2) year terms immediately following the Minimum Term which term or terms is/are triggered automatically absent eighteen (18) months' written notice by a Party.
- 3.31 Repetitive Breach** shall be defined as a repeated Breach by a Party to this BA Agreement of any of the following sections of this BA Agreement: Sections 5.0, 7.0., 8.0., 9.0, or Attachment A and which Breach occurs on three or more occasions in a single twelve-month period starting with the initial instance of Breach by the BA Customer.
- 3.32 Required Regulatory Approvals** are shown on Attachment B and include certifications or certification reviews required by NERC and WECC, FERC approval of any BA Operator related FERC filings, and BA Operator's full acceptance into the NWPP Reserve Sharing Group and Western Frequency Response Sharing Group (through execution, and if necessary, FERC approval of all applicable NWPP Agreements). The term also includes any regulatory approval required by a BA Customer to participate in the Black Hills BA.
- 3.33 Resource Sufficiency Evaluation** is an evaluation performed pursuant to the WEIM Tariff Provisions and WEIM operating procedures or business practices which CAISO uses to determine whether a participating BA has sufficient

resources (including energy, reserves, and ramping capacity) to meet its forecasted load, scheduled exports, and any other obligations during each applicable evaluation period. The timing, methodology, and performance thresholds for the Resource Sufficiency Evaluation shall be defined by the WEIM Tariff Provisions and WEIM operating procedures or business practices, as may be amended from time to time.

- 3.34 Sufficiency Costs** shall mean all costs, penalties, charges, or increased compliance costs associated with addressing the BA Operator's failure to meet the WEIM Resource Sufficiency Evaluation. This phrase expressly includes the cost of obtaining Assistance Energy Transfers in WEIM.
- 3.35 WECC** means the Western Electricity Coordinating Council.
- 3.36 WEIM** is the Western Energy Imbalance Market.
- 3.37 WEIM Tariff Provisions** are the CAISO tariff provisions applicable to WEIM.
- 3.38 Western Frequency Response Sharing Group** is a program administered by the WPP which allows participants to calculate their annual frequency response measure in the aggregate to achieve a frequency response measure that is equal to or more negative than its frequency response obligation (as calculated by NERC) and assure sufficient frequency response is provided to maintain interconnection frequency response equal to or more negative than the interconnection frequency response obligation.
- 3.39 WPP** means Western Power Pool and includes Northwest Power Pool ("NWPP"), or any similar successor organization providing frequency response sharing and reserve sharing for resource contingencies among its participants.

4.0 Term and Termination

- 4.1 Term.** Absent early termination as permitted under this BA Agreement, the BA Agreement shall begin on the Effective Date and continue in effect for the Minimum Term. Thereafter, absent 18 months' advance written notice by either Party, the BA Agreement shall enter one or more Renewal Term(s). Any termination under this section four (4), shall be subject to any applicable Required Regulatory Approvals.

4.2 Termination before Expiration of the Minimum Term.

- 4.2.1** BA Operator may terminate this BA Agreement before the Minimum Term expires under the following circumstances: (1) it no longer qualifies as a NERC registered Balancing Authority, it joins and/or consolidates with another BA, or joins an organized wholesale market other than or, in addition to WEIM, that provides BA services; or (2) there is an uncured Breach and, as such, a Default by BA Customer pursuant to Section 14; or (3) there is a Repetitive Breach by BA Customer as defined under Section 3.31 and further addressed in Section 14; (4) or the BA Customer experiences an Extended Force Majeure. A BA Operator termination under Section 4.2.1 (1) requires 18 months' advance written notice from BA Operator to BA Customer. Except as explicitly provided in this BA Agreement, BA Operator shall have no liability to the BA Customer as a result of a termination pursuant to this Section 4.2.1
- 4.2.2** BA Customer may terminate the BA Agreement before the Minimum Term expires if there is an uncured Breach or a Repetitive Breach by the BA Operator and, as such, a Default by BA Operator pursuant to Section 14 or if BA Operator experiences an Extended Force Majeure. In the situations described in this Section 4.2.2, the BA Customer must terminate the BA Agreement with sufficient notice to facilitate BA Customer's transition to a different BA. Except as explicitly provided in this BA Agreement, BA Customer shall have no liability to the BA Operator as a result of termination pursuant to this Section 4.2.2.
- 4.2.3** BA Customer may also terminate the BA Agreement before the Minimum Term expires if the BA Operator joins and/or consolidates with another BA or joins an organized wholesale market other than, or in addition to, the WEIM. In this situation, the BA Customer must terminate the BA Agreement prior to the effective date of BA Operator's organized wholesale market participation and with sufficient notice to facilitate BA Customer's transition to a different BA. Except as explicitly provided in this BA Agreement, BA Customer shall have no liability to the BA Operator as a result of termination pursuant to this Section 4.2.2.
- 4.2.4** The BA Agreement can be terminated before the Minimum Term expires upon mutual agreement of the Parties.
- 4.2.5** BA Customer shall bear its own costs associated with any change in Balancing Authority or BA Operator.

4.3 Termination after Expiration of the Minimum Term.

4.3.1 Either Party may terminate the BA Agreement after the Minimum Term expires by providing 18 months' advance written notice to the other Party.

4.4 Termination of Specific Ancillary Services.

4.4.1 BA Customer may terminate the BA Operator's provision of an Ancillary Service specified in Attachment A by delivering 120 days' advance written notice to the BA Operator and upon the condition that BA Customer demonstrates it can reasonably self-supply the particular Ancillary Service or demonstrates that it has made alternative comparable arrangements with a third-party. Requests to self-supply or supply through a third-party are subject to BA Operator review as provided in Section 5.4.

4.4.2 In this situation described in Section 4.4.1, and upon the approval of the BA Operator, the Parties shall amend Attachment A to accurately represent the Ancillary Services: (1) provided by the BA Operator at BA Customer's expense; (2) self-supplied by the BA Customer; or (3) for which BA Customer has shown that it has made alternative comparable arrangements with a third party. The amendments shall be filed with FERC as necessary and in accord with FERC regulations.

4.4.3 BA Customer's obligation to pay for Ancillary Services provided under its BA Agreement shall continue until the effective date of any termination under this Section 4.4 and shall survive termination of a particular Ancillary Service.

5.0 Ancillary Services Provided

5.1 Attachment A to this BA Agreement details the Ancillary Services that will be provided by the BA Operator, the Ancillary Services the BA Customer will self-supply, and the Ancillary Services that BA Customer will address through the BA Customer's separate arrangements for comparable service with a third-party.

5.2 BA Customer shall pay for BA Operator supplied Ancillary Services for each Ancillary Service specified in Attachment A, Section 1.0. BA Customer shall pay for those Ancillary Services in accordance with the approved Joint Tariff schedule and effective rates on file with FERC at the time of the provision of service and pursuant to the terms and conditions of this BA Agreement. BA Operator may

unilaterally revise the rates and charges for Ancillary Services pursuant to applicable Federal laws, regulations and policies.

- 5.3** This BA Agreement does not obligate BA Operator to provide any other Joint Tariff service to the BA Customer. BA Customer may request other services under the Joint Tariff and shall be subject to the terms of the Joint Tariff in relation to such other services.
- 5.4** For any services BA Customer seeks to self-supply or supply through comparable third-party arrangements, BA Operator retains the right to ensure that any self-supply or claimed third-party alternate arrangements are comparable to those provided under the relevant Joint Tariff schedule for that specified Ancillary Service.
- 5.5** In addition to, and without waiving any other rights of the BA Operator under this BA Agreement, if BA Operator determines that BA Customer is not adequately providing comparable Ancillary Services noted in Attachment A, either pursuant to Attachment A, Section 2.0 as self-supplied, or pursuant to Attachment A, Section 3.0 under a comparable third-party arrangement, BA Operator may provide or acquire the necessary Ancillary Services on behalf of BA Customer and charge the BA Customer accordingly without amendment of Attachment A. If BA Customer disagrees with the BA Operator's determination that BA Customer is not adequately providing the necessary Ancillary Services, it may dispute that determination through the dispute resolution procedures described in this BA Agreement.
- 5.6** If Attachment A indicates that a BA Customer is self-supplying a particular Ancillary Service, or that a BA Customer has made comparable alternate arrangements with a third-party, and that BA Customer seeks to, instead, obtain the Ancillary Service from the BA Operator, BA Customer shall provide ninety (90) days' written notice of the requested change, and the Parties shall work together to amend Attachment A accordingly; provided however, this provision shall not be read to contradict or negate any other BA Customer obligation or requirement set forth in this BA Agreement or a Sub-Entity Reserve Sharing Group Agreement between the Parties. Any amendments executed pursuant to this section shall be filed with FERC as necessary.

6.0 Billing Provisions for Ancillary Services

- 6.1** BA Operator provided Ancillary Services will be invoiced monthly, one month in arrears, and in accordance with the applicable Joint Tariff rate schedule for the

specific Ancillary Service. BA Customer's invoice will itemize charges by Ancillary Service.

- 6.2** Ancillary Service invoices are due and payable by the BA Customer within thirty (30) days of BA Operator's issuance of an invoice or the next business day thereafter if the 30th day is a Saturday, Sunday, or federal holiday unless otherwise agreed by the Parties. Late payments will be subject to interest in accordance with the rate set forth in 18 C.F.R. §35.19(a)(2)(iii).
- 6.3** Invoices will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by BA Customer to BA Operator. Should the BA Operator agree to accept payments by mail, these payments will be accepted as timely and without assessment of interest if a United States Post-Office first-class mail postmark indicates the payment was mailed at least three (3) days before the due date.
- 6.4** BA Customer may, in good faith, dispute the correctness of any invoice rendered under this BA Agreement for a period of twenty-four (24) months from the date that the invoice was issued. If the correctness of any invoice rendered under this BA Agreement is disputed, BA Customer shall provide written notice to the BA Operator which: (a) states the good faith basis for the dispute; (b) specifies the amount in dispute; and (c) provides documentation reasonably supporting the determination of the disputed amount. Thereafter, the Parties will follow the dispute resolution procedures set forth in Section 15.19. BA Customer shall make payment of the disputed amount under protest and thereafter shall be refunded by BA Operator for any amount determined to be refundable, with interest calculated in accordance with 18 CFR § 35.19(a)(2)(iii).
- 6.5** BA Operator may correct any error in invoicing that resulted in an under collection and may collect any under collection from BA Customer for a period of twenty-four (24) months from the date that the original invoice was issued. BA Customer will not be charged interest in association with a revised invoice under this Section 6.5.

7.0 WEIM Participation and Operational Requirements

- 7.1 WEIM Participation.** Beginning on the Anticipated WEIM Integration Date, the BA Operator will participate in the CAISO WEIM. The Anticipated WEIM Integration Date is subject to change based on the BA Operator's readiness and

agreement of the CAISO. If the Anticipated WEIM Integration Date changes, BA Operator will advise all BA Customers accordingly.

- 7.2** BA Customer agrees to participate in the WEIM with its load and generation located within the BAA as follows:
 - 7.2.1** Load will be represented by the BA Operator with charges and credits passed along to BA Customers as set forth in Joint Tariff Schedules and Attachment S of the Joint Tariff.
 - 7.2.2** For BA Customer's generation located within the BAA, BA Customer agrees to participate in the WEIM with regard to its generation by (1) registering separately as an EIM Participating Resource Scheduling Coordinator ("PRSC") or (2) maintaining, at all times during the term of this BA Agreement, a separate contractual arrangement with Black Hills Power under which Black Hills Power manages the BA Customer's generation and energy supply and the BA Customer pays a proportional share of the Black Hills Power merchant's operational costs.
- 7.3** BA Customer agrees that it, or any WEIM registered PRSC acting on its behalf, shall ensure that the respective BA Customer enters each Resource Sufficiency Evaluation period with sufficient resources (generation and/or firm purchases) to meet its forecasted load, scheduled exports, and operating reserve requirements. The purpose of this requirement is to ensure that the BA can meet all relevant WEIM Resource Sufficiency Evaluations as defined in the WEIM Tariff Provisions and WEIM operating procedures and business practices. More specific timelines for submission will be outlined in BA Operator's business practice manual.
 - 7.3.1** BA Customer agrees to work in good faith with BA Operator to cure any differential between the BA Operator forecast and the CAISO forecast and, if necessary, shall bear the costs of energy procured to address the differential. The methodology for determining BA Customer's proportional contribution to any differential and proportional share of the costs of energy procured will be described in the BA Operator's business practice manual.
- 7.4** If an individual BA Customer causes the BA to fail any WEIM Resource Sufficiency Evaluation, the BA Customer shall bear and will be allocated, any costs, penalties or increased costs of compliance (including the cost of procuring

Assistance Energy Transfers) incurred by the BA Operator as a result of the Resource Sufficiency Evaluation failure.

- 7.5** BA Customer, or its agent, shall act upon all WEIM and/or BA Operator instructions which could include curtailments, load shed, and/or a requirement to balance BA Customer load and generation to ensure the BA can satisfy its WEIM requirements. BA Customer is subject to, and shall follow, all requirements in Attachment S of the Joint Tariff as applicable.

8.0 Other Operational Requirements.

- 8.1** BA Customer agrees to the following operational requirements:

- 8.1.1** BA Customer, or its agent, shall act upon all BA Operator instructions which could include curtailments, load shed, and/or a requirement to balance BA Customer load and generation to ensure transmission system reliability, satisfaction of Reliability Standards, or any other regulatory requirements.
- 8.1.2** During any period when the WEIM is not available to the Balancing Authority Area, BA Customer, or its agent, shall make best efforts to balance load and generation, through the employment of standard utility operating practices.
- 8.1.3** BA Customer shall coordinate with the BA Operator on the interconnection, energization, and operation of new resources and/or load located within the BA footprint. The BA Operator will authorize energization and operation under this Section only if the BA Customer has incorporated the resources and/or load into its existing BA Agreement or executes a separate BA Agreement.

9.0 Operating / Contingency Reserves and Frequency Response Costs

- 9.1** BA Operator shall participate in Western Power Pool's NWPP Reserve Sharing Program and Western Frequency Response Sharing Group. Because only NERC certified Balancing Authorities are eligible to participate directly in these programs, the BA Operator shall participate on its own behalf and on behalf of BA Customer.

9.2 BA Customer recognizes that the BA Operator's participation in the NWPP Reserve Sharing Group and Western Frequency Response Sharing Group benefits BA Customers including reliability within the BA Footprint.

9.3 BA Customers with more than 33 MW of combined peak demand and nameplate generation in the BA footprint shall execute a separate Sub-Entity Reserve Sharing Agreement with BA Operator.

9.3.1 Pursuant to the Sub-Entity Reserve Sharing Agreement between BA Operator and BA Customer, the BA Customer, or its agent acting on its behalf, shall hold and activate contingency reserves in a manner and amount consistent with the obligations that BA Operator maintains under the NWPP Reserve Sharing Program, or a successor reserve sharing group's rules and consistent with BA Customer's Sub-Entity Reserve Sharing Agreement.

9.3.2 The detailed terms and conditions associated with BA Customer's obligations under this Section 9.3 are set forth in the Parties separate Sub-Entity Reserve Sharing Agreement

10.0 WECC Dues

10.1 BA Customer shall be responsible for its *pro rata* share of the BAA's WECC dues. BA Operator will report the total net energy for load to WECC, and WECC dues will flow through to BA Customer through Schedule 1 of the Joint Tariff.

11.0 Reliability Coordination Costs

11.1 BA Customer shall be responsible for its *pro rata* share of the BAA's Reliability Coordinator costs. BA Operator will report the total net energy for load to the Reliability Coordinator, and Reliability Coordinator costs will flow through to BA Customer through Schedule 1 of the Joint Tariff.

12.0 Indemnification

12.1 Except in cases of gross negligence or willful misconduct by the BA Operator, BA Customer shall reimburse BA Operator if BA Customer causes or contributes to a violation of FERC, NERC, or WECC's Reliability Standards, a violation of the BA Operator's WPP and NWPP requirements, or a violation of Reliability Coordinator requirements. If the reimbursement provisions of this section are

triggered, the BA Customer's will reimburse BA for all costs, fines, penalties, and/or increased costs of compliance (including the holding of additional reserves) assessed to the BA Operator. BA Customer's responsibility for costs, fines, penalties and/or increased costs of compliance shall be proportional to the BA Customer's contribution to the violation or contribution to prior violations. BA Customer's responsibility for costs, fines, penalties, and/or increased costs of compliance associated with a failed WEIM Resource Sufficiency Evaluation are specifically set forth in Section 7.4.

12.2 To the greatest extent allowed by applicable law, BA Customer shall indemnify and hold BA Operator and its directors, employees, agents, and contractors harmless from any loss or damage and from liability on account of personal injury, death, property damage, or claims for personal injury, death or property damage, or other claims of any nature whatsoever (including, but not limited to special, incidental and/or consequential damages) and by whomsoever made arising out of BA Operator's performance of its obligations under this BA Agreement; provided however, BA Customer shall not be obligated to indemnify BA Operator under this Section 12.2 for losses, damages or liability arising from acts or omissions by BA Operator if its actions constitute gross negligence or willful misconduct.

12.3 UNLESS EXPRESSLY HEREIN PROVIDED, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR IN CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT, OR ACTIVE OR PASSIVE.

13.0 Data Sharing, Data Requirements, Metering and Communication

13.1 BA Customer, or its agent, shall provide, in the format prescribed by the BA Operator, its actual load and generation on a continuous basis, as well as forecasted hourly load and generation for the next seven operating days. BA Customer shall also provide an annual attestation documenting the nameplate capacity of its owned-generation and any power purchase agreements of a

duration longer than a year. In addition, BA Customer shall provide BA Operator with other data reasonably necessary for BA operations, WEIM participation, WPP/NWPP participation, or Compliance Authority audits.

- 13.2** BA Operator and BA Customer agree to work collaboratively to define any additional data requirements including outage communication protocols and shall document those requirements in a business practice manual to be posted on OASIS.
- 13.3** BA Operator shall work collaboratively with BA Customer to identify and install any necessary metering, communication systems or equipment, or information technology systems needed for BA Operator to provide and BA Customer to take Ancillary Services or to participate in WEIM.
- 13.4** Any identified metering, communication equipment or systems, or information technology systems or modifications of those systems that are needed for or by a BA Customer shall be the cost responsibility of the BA Customer.
- 13.5** The BA Operator will provide the total aggregated system ACE to the BA Operator's affiliated merchant group and BA Customer equivalent group, upon request, to aid in the dispatch of generation in the system, maintenance of reliability, and compliance with regulatory requirements.

14.0 Breach and Default

- 14.1** Upon a Breach of any term or condition of this BA Agreement, the non-breaching Party shall give written notice ("Breach Notice") to the breaching Party. Thereafter, the breaching Party shall have thirty (30) days from receipt of the Breach Notice within which to cure such Breach ("Cure Period"); provided however, if such Breach is not capable of cure within the Cure Period, the breaching Party shall commence its efforts to cure within thirty (30) days after the Breach Notice and continuously and diligently complete such cure within sixty (60) days from receipt of the Breach Notice ("Extended Cure Period"); provided however, there shall be no Cure Period or Extended Cure Period for a Party that engages in a Repetitive Breach.
- 14.2** If a Breach is not cured within the Cure Period, a Breach is not capable of being cured within the Cure Period or the Extended Cure Period, or a Party engages in a Repetitive Breach, the non-breaching Party shall have the right to declare a Default and terminate this BA Agreement, subject to any Required Regulatory

Approvals and consistent with Section 4.0, by issuing a Default Notice. Upon a Party's receipt of a Default Notice and receipt of Required Regulatory Approvals (if any are required), the non-breaching Party shall be relieved of any further obligation hereunder and, whether or not that Party terminates this BA Agreement, to recover from the breaching Party all amounts due under this BA Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The ability to recover damages under the provisions of this Section shall survive termination of this BA Agreement.

15.0 Miscellaneous

- 15.1 Force Majeure.** To the extent that a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations hereunder and such Party gives notice and details of the Force Majeure to the Non-Claiming Party as soon as practicable, then the claiming Party shall be excused from the performance of its obligations, other than the obligation to make payments then due or becoming due, in respect to performance prior to the Force Majeure and except as otherwise explicitly provided in this BA Agreement. The claiming Party shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.
- 15.2 Survival.** Upon the expiration or termination of a Party's obligations under this BA Agreement and except as otherwise provided under this BA Agreement, any monies, penalties, credits, reimbursements or other charges due and owing under this BA Agreement respecting such Party shall be paid, credited, or reimbursed, any corrections or adjustments to payments previously made shall be determined, and any refunds, credits, or reimbursements due shall be made, as soon as practicable but no later than sixty (60) days after such termination for a BA Service or twenty-four (24) months for any WEIM priced or related charge. In addition, all reimbursement, indemnity, limitations on liability, and confidentiality obligations shall survive the termination of this BA Agreement.
- 15.3 Regulatory Approval.** Receipt of all necessary Required Regulatory Approvals is a condition precedent to both BA Operator's and BA Customer's obligations under this BA Agreement. BA Operator's Required Regulatory Approvals and BA Customer's Required Regulatory Approvals (if any) are set forth in Attachment B to this BA Agreement. Both Parties commit to pursue all Required Regulatory Approvals in good faith and in a timeframe which is reasonable to effectuate the BA Operator providing and BA Customer taking the Ancillary

Services under this BA Agreement on the Effective Date and/or the Anticipated WEIM Effective Date for WEIM-related services or activities.

15.3.1 If either Party fails to receive a Required Regulatory Approval, that Party shall immediately notify the other Party to this BA Agreement.

15.3.2 The Parties commit to work in good faith to negotiate reasonable changes or re-filings, for a period of 15 days, to remedy the concerns raised in any decision, denying a Required Regulatory Approval.

15.3.3 If the Parties are unable to agree to the scope of changes or re-filings under section 15.3.2, or a filing made as a result of the activity in section 15.3.2 is rejected by a Compliance Authority, either Party may terminate this Agreement by written notice to the other Party.

15.4 Creditworthiness. BA Operator reserves the right to review BA Customer's creditworthiness. If a credit review is undertaken, that review will occur as set forth in Attachment L to the Joint Tariff, as it may be amended from time to time. The provisions of Attachment L are incorporated by reference as if they were fully set forth herein.

15.5 No impact on BA Customer NERC Registered Function. If BA Customer has NERC obligations due to its own registered functions, the BA Customer remains individually responsible for its compliance with any Reliability Standard applicable to its registered functions at NERC. Nothing in this BA Agreement can be construed to change, supersede, or alter a Party's obligations to comply with their own applicable Reliability Standards.

15.6 Cooperation. The Parties to this BA Agreement agree to work in good faith and consistent with good utility practice to support BA operations, support reliability of the transmission system, support reliability within the BA and to meet all compliance obligations and requirements.

15.7 Notice. Any notice or request made to or by either Party regarding this BA Agreement, shall be made to the representative of the other Party as indicated below:

BA Operator:
Denton McGregor
Director, Control Operations
PO Box 1400
Rapid City, SD 57709
Denton.McGregor@blackhillscorp.com
(605)484-0492

BA Customer:

All notices under this BA Agreement must be in writing, and sent by certified mail, return receipt requested, by overnight mail, or hand delivery to the individuals identified in this BA Agreement or to substitute individuals subsequently identified by a Party. Notwithstanding any other provision of this agreement, BA Operator or BA Customer can update the individual designated for notice by electronic mail if receipt is confirmed by the receiving Party. The Parties may agree on alternative methods of giving operational and scheduling notices, including by electronic mail.

- 15.8 Integrated Agreement.** This BA Agreement constitutes the entire agreement between the Parties, and supersedes any prior written or oral agreements or understandings between the Parties, relating to the subject matter of this BA Agreement; provided, that nothing in this BA Agreement shall limit, or in any manner modify, the existing legal rights, privileges, and duties of the Parties as provided by any other agreement between the Parties, or by any statute or any other law or applicable court or regulatory decision by which such Party is bound.
- 15.9 Amendments.** This BA Agreement may not be amended except in writing hereafter signed by both Parties.
- 15.10 Waiver.** Any waiver by a Party to this BA Agreement of any provision or condition of this BA Agreement must be in writing signed by the Party to be bound by such waiver, shall be effective only to the extent specifically set forth in such writing, and shall not limit or affect any rights with respect to any other or future circumstance.

- 15.11 No Third-Party Beneficiaries.** This BA Agreement is for the sole and exclusive benefit of the Parties and shall not create a contractual relationship with, or cause of action in favor of, any third party.
- 15.12 Assignments.** Neither Party shall have the right to voluntarily assign its interest in this BA Agreement, including its rights, duties, and obligations hereunder, without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any assignment made in violation of the terms of this Section 15.12 shall be null and void and shall have no force and effect.
- 15.13 Severability and Replacement Provisions.** In the event that any provision of this BA Agreement is determined to be invalid or unenforceable for any reason, in whole or part, the remaining provisions of this BA Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law, and such invalid or unenforceable provision shall be replaced by the Parties with a provision that is valid and enforceable and that comes closest to expressing the Parties' intention with respect to such invalid or unenforceable provision.
- 15.14 Construction.** Nothing contained in this BA Agreement shall be construed as creating a corporation, company, partnership, association, joint venture or other business relationship with the other Party, nor shall anything contained in this BA Agreement be construed as creating or requiring any fiduciary relationship between the Parties. Except where stated explicitly to the contrary, no Party shall be responsible hereunder for the acts or omissions of the other Party.
- 15.15 No Expansion of Governmental Immunity.** Other than for actions based on this BA Agreement, No Party to this BA Agreement has waived or conceded any legally applicable defense of governmental immunity.
- 15.16 Interpretation.** Unless otherwise expressly provided, for purposes of this BA Agreement, the following rules of interpretation shall apply: (i) any reference in this BA Agreement to gender includes all genders, and the meaning of defined terms applies to both the singular and the plural of those terms; (ii) the headings are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, this BA Agreement; (iii) all references in this BA Agreement to any "Section" are to the corresponding Section of this BA Agreement unless otherwise specified; (iv) words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this BA Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires; (v) the word "including" or any variation thereof means "including,

without limitation” and does not limit any general statement that it follows to the specific or similar items or matters immediately following it; and (vi) the Parties have participated jointly in the negotiation and drafting of this BA Agreement and, in the event an ambiguity or question of intent or interpretation arises, this BA Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof favoring or disfavoring any Party will exist or arise by virtue of the authorship of any provision of this BA Agreement.

15.17 Venue. This BA Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wyoming, without regard to its principles of conflicts of law. Venue for any action hereunder shall be FERC, where subject to its jurisdiction, or otherwise any state or federal court located in the state of Wyoming.

15.18 Confidentiality. Neither Party shall disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this BA Agreement to any third party without the express written consent of the Disclosing Party except that either Party may produce Confidential Information in response to a subpoena or other compulsory process issued by a judicial body or governmental agency or a public records request under the Wyoming Public Records Act upon reasonable prior notice to the Disclosing Party. In the event a Party is subject to a subpoena or other compulsory process or a public records request under the Wyoming Public Records Act respecting a Disclosing Party’s Confidential Information, the Compelled Party shall advise the Disclosing Party as soon as reasonably possible, and to the extent permitted by law, so that the Disclosing Party may take appropriate action on its own behalf and at its own expense to protect its Confidential Information. If the Disclosing Party does not take any such action within the time specified in Compelled Party’s notice, the Compelled Party may disclose the information as directed by the relevant subpoena, other compulsory process or public records request.

15.18.1 As used in this BA Agreement, the term “Confidential Information” includes all written information, data, correspondence or other intangible materials and information relating to operations, economics or finances whether disclosed orally, electronically or in any other intangible form and which is, or has been, marked "Confidential" by the disclosing party or is by its nature clearly recognizable as Confidential Information to a reasonably prudent person with knowledge of the disclosing party’s business or industry. If Confidential Information is communicated orally, subsequent to that

oral disclosure, a party seeking confidential treatment will inform the other parties in writing that it deems the information confidential.

15.18.2 The Parties agree that monetary damages alone will be inadequate to compensate a Disclosing Party for the other Party's breach of its obligations under this confidentiality provision. Each Party agrees that the other Party is entitled to equitable relief, in addition to any other remedies available at law, by way of injunction or otherwise, if the Party breaches or threatens to breach its obligations under this Section.

15.19 Dispute Resolution. Unless otherwise provided herein, each of the provisions of this BA Agreement shall be enforceable independently of any other provision of this BA Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this BA Agreement, the Parties shall, to the extent practicable, first attempt to resolve the matter through direct good faith negotiation between the Parties, including a full opportunity for escalation to executive management within the Parties' respective organizations. For all other matters, the Parties may pursue legal action in accordance with Section 15.17 of this BA Agreement

15.19.1 To the fullest extent permitted by law, each of the Parties hereto waive any right it may have to a trial by jury in respect of litigation within the courts specified herein in Section 15.17, directly or indirectly arising out of, under or in connection with this BA Agreement.

15.19.2 Each Party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

15.20 Further Assurances. If either Party determines, in its reasonable discretion, that any further instruments or assurances are necessary to carry out the terms of this BA Agreement, the other Party shall use good faith efforts to execute and deliver all such instruments or assurances reasonably necessary to carry out the terms of this BA Agreement.

15.21 Recitals. The above-stated recitals are incorporated into and made a part of this BA Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

15.22 Authority to Execute. Each signatory to this BA Agreement certifies that the Party on whose behalf he or she has signed has duly authorized such individual to execute this BA Agreement that binds and obligates the Party.

15.23 Counterparts. This BA Agreement may be executed in one or more counterparts (including by facsimile or a scanned image), each of which when so executed shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this BA Agreement to be executed by their respective authorized representatives.

BA Operator:

By:

_____	_____	_____
Name	Title	Date

BA Customer:

By:

_____	_____	_____
Name	Title	Date

Attachment A
Specification of Ancillary Services

1.0 The following Ancillary Services will be provided by the BA Operator under this BA Agreement:

___ Scheduling, System Control, and Dispatch Service: Schedule 1.

___ Reactive Supply and Voltage Control Service: Schedule 2.

___ Regulation and Frequency Response Service: Schedule 3.

___ Regulation and Frequency Response Service: Schedule 3A

___ Energy Imbalance Service: Schedule 4 and 4A.

___ Generator Imbalance Service: Schedule 13 and 13A.

___ Real Power Losses.

2.0 The following Ancillary Services will be self-supplied by BA Customer under this BA Agreement. A brief description of the method(s) used for self-provision shall be included for any items noted to be self-supplied:

___ Reactive Supply and Voltage Control Service: Schedule 2.
Description:

___ Regulation and Frequency Response Service: Schedule 3.
Description:

___ Regulation and Frequency Response Service: Schedule 3A
Description:

___ Energy Imbalance Service: Schedule 4 and 4A.
Description:

___ Operating Reserves – Spinning Reserve Service: Schedule 5.
Description:

___ Operating Reserves – Supplemental Reserve Service: Schedule 6.
Description:

___ Generator Imbalance Service: Rate Schedule 13 and 13A.
Description:

3.0 The BA Customer has made alternative comparable arrangements with a third-party for the Ancillary Services identified below. A brief description of comparable arrangement shall be included for any items noted.

___ Reactive Supply and Voltage Control Service: Schedule 2.
Description:

___ Regulation and Frequency Response Service: Schedule 3.
Description:

___ Regulation and Frequency Response Service: Schedule 3A
Description:

___ Energy Imbalance Service: Schedule 4 and 4A.
Description:

___ Operating Reserves – Spinning Reserve Service: Schedule 5.
Description:

___ Operating Reserves – Supplemental Reserve Service: Schedule 6.
Description:

___ Generator Imbalance Service: Rate Schedule 13 and 13A.
Description:

4.0 Designated Meters

The BA Customer will be charged monthly for Ancillary Services based on the items checked above and in accordance with applicable tariff schedule within the Joint OATT and this BA Agreement. Customer's meters are identified below.

Meter Name

Meter ID Number

Attachment B

Required Regulatory Approvals

BA Operator Required Regulatory Approvals

NERC and WECC approvals, FERC approval of any BA Operator related FERC filings, and BA Operator's full acceptance into the NWPP Reserve Sharing Group and Western Frequency Response Sharing Group (through execution, and if necessary, FERC approval of all applicable NWPP Agreements).

BA Customer Required Regulatory Approvals



Denton McGregor
Director, Control Operations
Denton.McGregor@blackhillscorp.com

7001 Mount Rushmore Road
Rapid City, SD 57702
P: (605) 484-0492

November 10, 2025

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

Subject: Formation of Black Hills Power Balancing Authority and Participation in the Western Energy Imbalance Market

Dear Council Members,

Black Hills Power is in the process of establishing its own Balancing Authority (BA), a critical step in ensuring continued reliability and operational control of the electric grid serving our region. This initiative follows a formal notification received on November 29, 2023, from our current BA provider, Western Area Colorado Missouri (WACM), indicating its intent to join the Southwest Power Pool (SPP) Regional Transmission Organization (RTO) as part of SPP's expansion into the Western Interconnection. Upon joining the SPP RTO, WACM has stated that it will cease providing BA services effective April 1, 2026.

Faced with the need to secure BA services beyond that date, Black Hills Power evaluated its options and determined that forming its own BA would be the most practical solution. This decision was driven by uncertainties surrounding the cost and operational impacts of joining a small RTO footprint. After evaluation, Black Hills Power determined they have the necessary expertise, infrastructure, and compliance culture to perform these functions independently, and doing so allows us to maintain flexibility as energy markets continue to evolve in the West.

What is a Balancing Authority?

A Balancing Authority is a certified entity responsible for maintaining the real-time balance between electricity supply and demand within a defined geographic area. It plays a vital role in grid reliability by coordinating generation, managing electricity flows across system boundaries, and responding to unexpected changes in demand or supply. In essence, the BA ensures that the lights stay on by keeping generation production and consumption in sync at all times.

The formation of the Black Hills BA is well underway, with compliance certification activities progressing and key agreements, such as the Balancing Authority Services Agreement and Sub-entity Reserve Sharing Agreement, being finalized in collaboration with anticipated BA

customers. These agreements are scheduled to be filed with the Federal Energy Regulatory Commission (FERC) on December 12, 2025.

Who are the anticipated Black Hills Balancing Authority customers?

The Black Hills Power BA is expected to include several entities throughout Eastern Wyoming and Western South Dakota, including Black Hills Power, Cheyenne Light, Fuel and Power Company, Basin Electric (along with Powder River Energy Corporation and Rushmore Electric), Montana Dakota Utilities (serving the City of Sheridan), the City of Gillette, and certain State of South Dakota loads.

What is the CAISO WEIM?

Black Hills Energy is preparing to participate in the Western Energy Imbalance Market (WEIM), a real-time market operated by the California Independent System Operator (CAISO). The WEIM allows utilities access to least-cost energy across a broad geographic footprint to address short-term imbalances between supply and demand. Participation in this market enhances reliability, reduces costs through access to surplus energy, and supports the integration of renewable resources.

How does this impact the City of Gillette?

For the City of Gillette, the biggest change will be who the City receives Balancing Authority services from; previously these services were provided by WACM and taken through Black Hills Power as part of the Generation Dispatch and Energy Management Agreement. As part of the implementation of the Black Hills Balancing Authority, we've broken out Balancing Authority Services and Reserve Sharing requirements into separate agreements with rates set and approved by the Federal Energy Regulatory Commission ("FERC"). Joining the Black Hills BA means continued access to reliable electric service with local operational oversight. It also positions the City to benefit from regional market efficiencies. Importantly, there will be no disruption to service during the anticipated cutover on April 1, 2026.

We view this transition as a significant milestone in our commitment to delivering safe, reliable, and cost-effective energy. We will continue to provide updates as we move toward the April 1, 2026 go-live date, including progress on compliance certification, operator training, and market integration.

Please feel free to reach out with any questions or if additional information would be helpful for your Council's review.

Sincerely,

Denton McGregor
Director, Control Operations
Black Hills Power, Inc.

Gillette City Council Balancing Authority Update

November 18, 2025



Overview - Background

- The current Balancing Authority (BA) is Western Area Colorado Missouri (WACM)
- WAPA made the decision to join the new SPP Regional Transmission Organization (RTO) West, which will provide BA and Market services for all RTO members.
- BHE decided not to join the RTO and explore other existing BA options, due to concerns with RTO (size, cost, many unknowns). Consequently, the decision was made to self-provide BA services.
- WACM will cease providing BA services after the RTO cutover on April 1, 2026 as this service is provided by the RTO.
- For BHP to become a BA, the company must pass a certification review performed by WECC, NERC, and a peer BA representative.

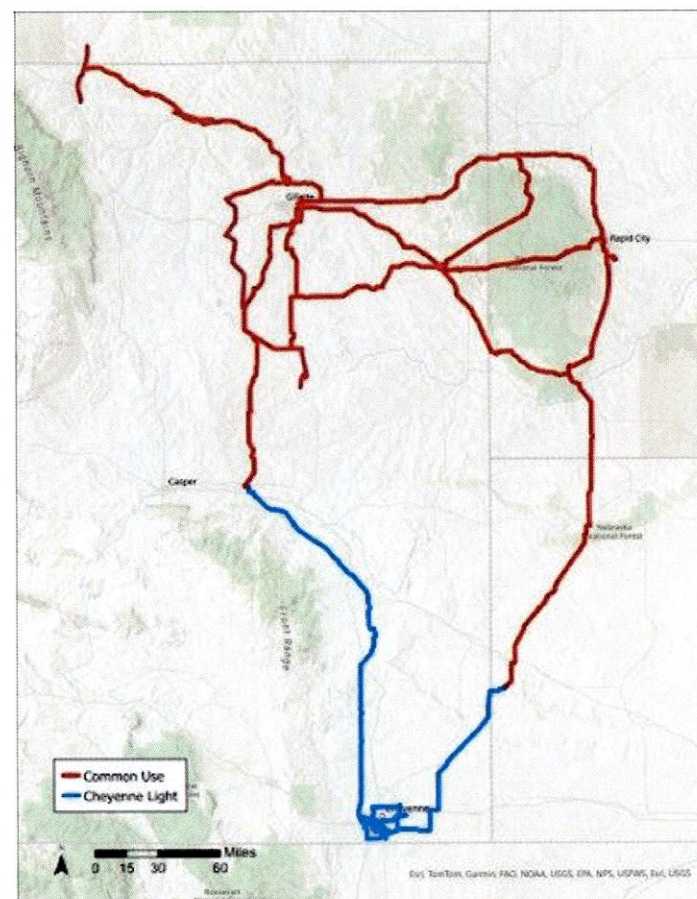
What is a Balancing Authority?

A Balancing Authority is:

A collection of all generation, transmission lines, and loads within a metered boundary area. The Balancing Authority maintains **generation and load balance** within this area.

This is accomplished through several actions which include:

- **Monitor & Restore Balance: Measured by Area Control Error (ACE)**
 - Ensure real-time demand and supply are balanced and operating within compliance limits
- **Oversee Imports / Exports / Energy Transactions**
 - Manage and approve energy transfers within the BA (transactions) and with other BAs (import/export)
- **Monitor Frequency & Response**
 - Operate the BA Area within NERC standards and support Time Error Corrections as needed
- **Short-term Balance and Reserve Planning**
 - Ensure transfer capability and adequate resources are committed to meet contingency requirements
- **Provide Ancillary Services: Regulation and Operating Reserves**
 - Ensure the entire BA Area has sufficient Spin, Flex, and Operating Reserves to serve the area load
- **Emergency Plans**
 - If supply does not meet demand requirements, **BA Operator** intervenes to stabilize the area to ensure no cascading effects occur (**curtail generation or shed load**)



Current/Future State Balancing Authority Areas (2026+)

The Black Hills BA is anticipated to include:

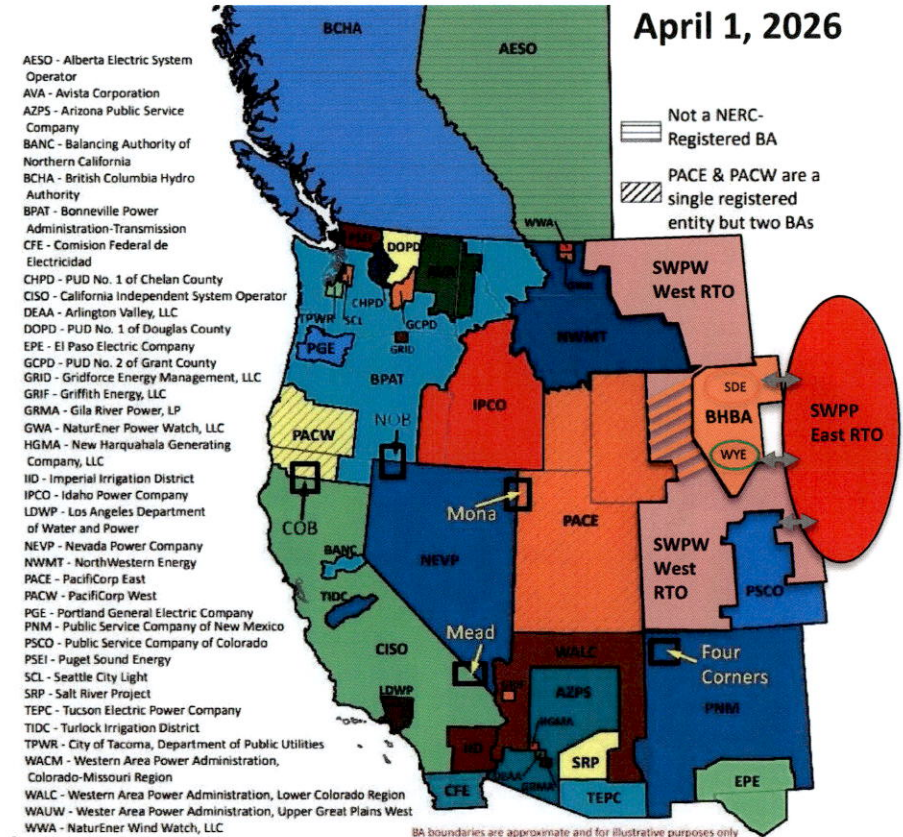
- Black Hills Power (SDE)
- Cheyenne Light (WYE)
- Basin Electric Power Cooperative (BEPC)
- City of Gillette (COG)
- Sheridan (MDU)
- SD West (BHSU & SDSMT)

BHBA Estimated Peak Load:

- 1,140 MW (2024)

BHBA Total Generation Capacity:

- ~1,657 MW



Northwest Power Pool (NWPP) Reserve Sharing Group

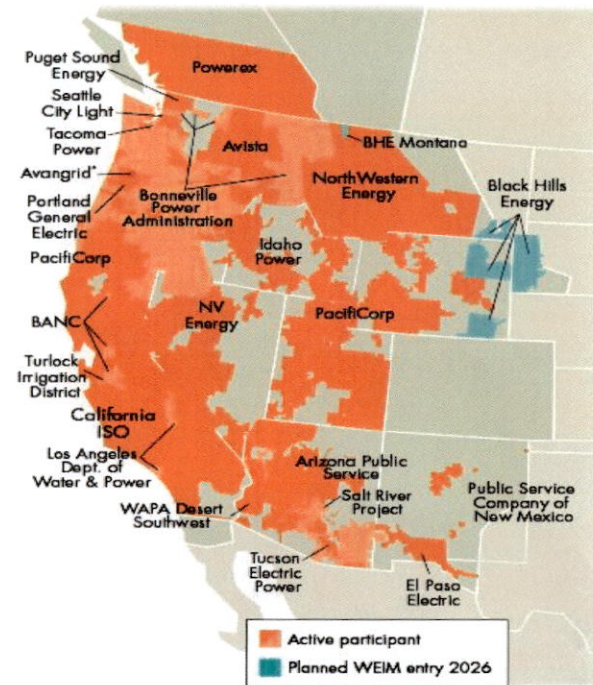
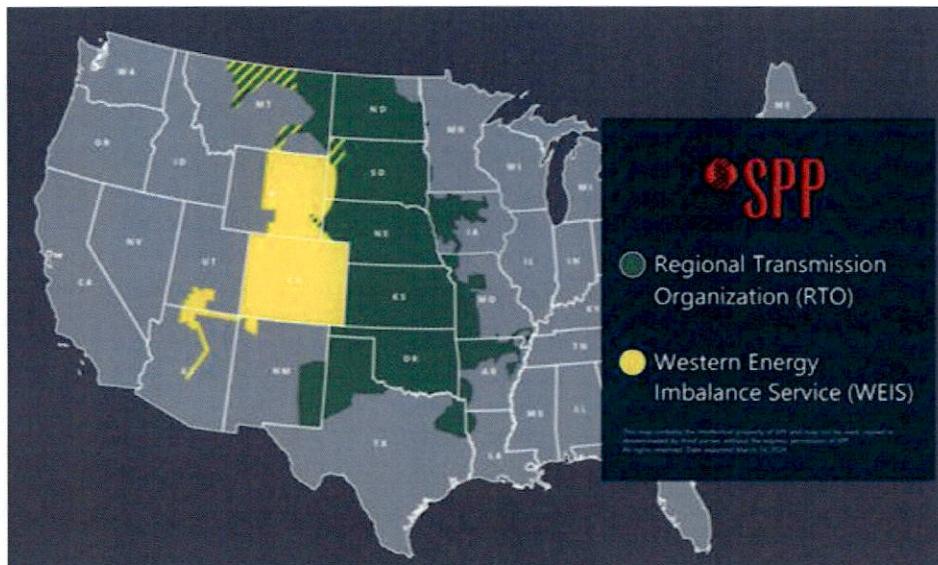
- The Black Hills BA will participate in the NWPP Reserve Sharing Group
- Collectively shares resources in the event generation within the BA Area trips
- Participation Begins on BA cutover (April 1, 2026)
- BA Customers larger than 33 MW will participate as a Sub-Entity with their generation resources through the Sub-entity Reserve Sharing Agreement



Energy Imbalance Markets

Currently Participate in the SPP Western Energy Imbalance Service (WEIS) Market

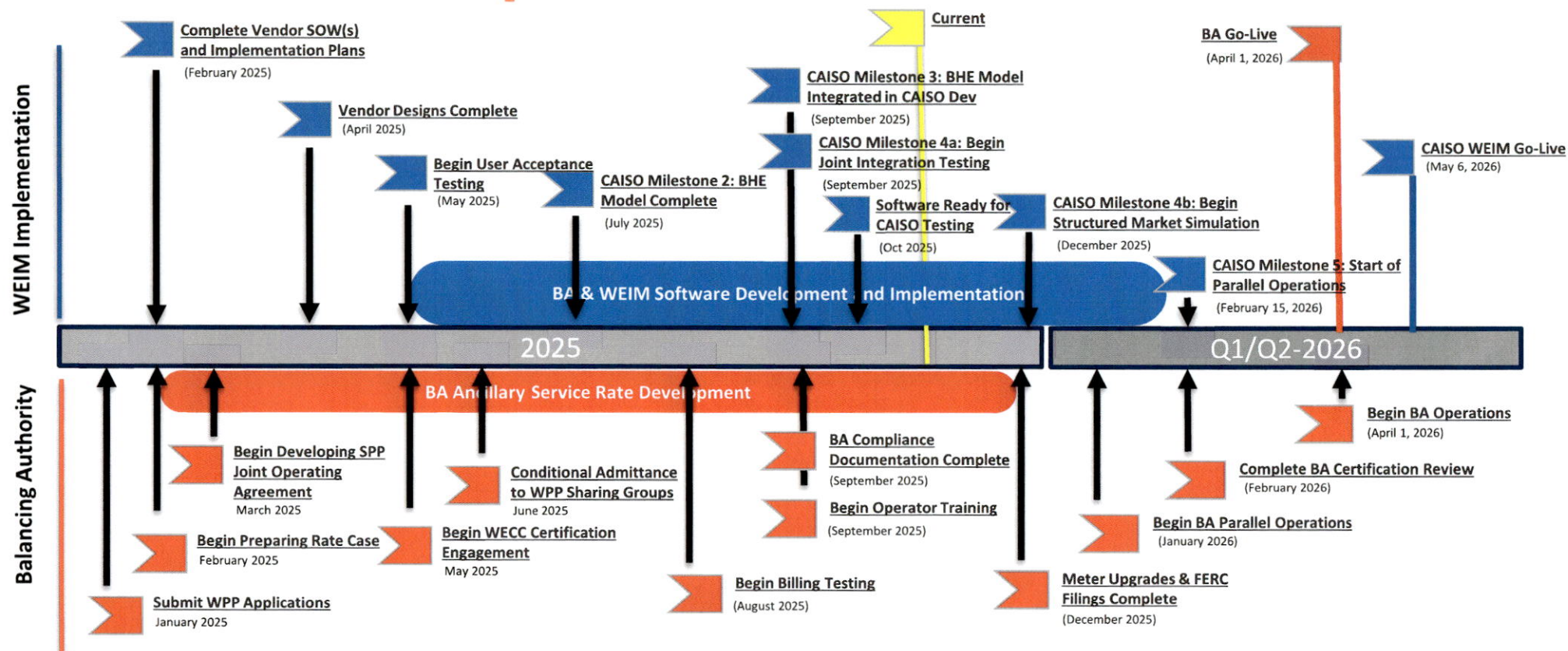
- Joined April 2023



Black Hills Energy CAISO WEIM Integration Timeline:

- SDE & WYE to join CAISO WEIM
- Connectivity Testing: August 2025
- Parallel Operations: Q1 2026
- WECC BA Certification: Q1 2026
- BA Go-live: April 1, 2026
- CAISO EIM Go-Live: May 6, 2026

BA & WEIM Implementation Timelines



*Note that the timely completion of Ready Wyoming is a critical dependency.

Ready



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration to Authorize the Mayor to Execute the Sub-Entity Reserve Sharing Agreement between Black Hills Power Inc., and the City of Gillette.

SUGGESTED ACTION:

I Move to Authorize the Mayor to Execute the Sub-Entity Reserve Sharing Agreement between Black Hills Power Inc., and the City of Gillette.

CASE BACKGROUND:

One of the requirements of owning generation and purchasing energy from the Wholesale power market is to maintain and coordinate with other utilities an amount of reserve power for emergency uses. Historically, the City has taken this service from the Department of Energy's Western Area Power Administration (WAPA) through Black Hill's Western Area Colorado Missouri (WACM) agreement.

In April of 2026, WAPA is scheduled to join the Southwest Power Pool's (SPP) Regional Transmission Organization (RTO), and will no longer be offering reserve power services. In response to this, Black Hills Power is creating their own entity to provide these services. This Sub Entity Agreement allows the City to take reserve power services from Black Hills Power directly.

The City should see very little change in the day-to-day of operations or long-term expenses due to this change.

STAFF REFERENCE:

Joff Pilon, P.E., Utilities Director

ATTACHMENTS:

[Sub-Entity Reserve Sharing Agreement Final](#)

**Sub-Entity Reserve Sharing Agreement
between Black Hills Power Inc., and [BA Customer] (“Sub Entity Agreement”)**

This Sub-Entity Agreement, dated as of _____, 2025 is entered into by and between Black Hills Power, Inc., (Black Hills Power) and _____ (“Sub-Entity”). Black Hills Power and Sub-Entity are sometimes also referred to individually as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Black Hills Power is in the process of standing up the Black Hills Power Balancing Authority (“Black Hills Power BA”) and, after satisfying the necessary NERC certification requirements, will operate the Black Hills Power BA; and

WHEREAS, Sub-Entity is an organization with electric generation and/or load within the Black Hills Power Balancing Authority Area (“BAA”) or provides transmission or distribution of electric energy for sale within the Black Hills Power BAA; and

WHEREAS, Black Hills Power will execute, or has executed, a Northwest Power Pool Reserve Sharing Agreement (“NWPP Reserve Sharing Agreement”) that will allow the Black Hills Power BA to become a member of the Northwest Power Pool Reserve Sharing Group (“NWPP RSG”); and

WHEREAS, By executing the NWPP Reserve Sharing Agreement, Black Hills Power assumes certain rights and obligations under the NWPP Reserve Sharing Agreement with respect to the maintenance of contingency/operating reserves, the sharing of NWPP Reserve responsibilities and the coordination of NWPP Reserve Activation; and

WHEREAS, Only NERC certified Balancing Authorities can become NWPP RSG Members and, as such, Sub-Entity is not eligible to participate directly as a member of the NWPP RSG; and

WHEREAS, As of the Reserve Share Commencement Date, reserve obligations for entities within the Black Hills Power BA with greater than 33 MW combined peak demand and nameplate generation will be addressed through the NWPP RSG and this Sub-Entity Agreement; and

WHEREAS, This Sub-Entity Agreement sets forth the Parties’ respective rights and obligations with respect to reserve sharing within the Black Hills Power BA; and

WHEREAS, Upon the Reserve Share Commencement Date, Sub-Entity will meet its obligations under its Balancing Authority Agreement and/or Schedule 5 and 6 of the Joint Tariff through this Sub-Entity Agreement.

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants set forth in this Sub-Entity Agreement, and for other good and valuable consideration,

the receipt and adequacy of which is hereby acknowledged, and the Parties each intending to be legally bound, hereby agree as follows.

Section 1

Definitions

Unless otherwise required by the context in which any term appears, initially capitalized terms used herein shall have the meanings set forth in this Section 1. Capitalized terms not defined in this Sub-Entity Agreement shall be construed in accordance with the definition in the NWPP Reserve Sharing Program or NWPP Reserve Sharing Agreement.

- 1.1 **Activation** means an event where a Sub-Entity activates NWPP Reserves to provide Reserve Energy in response to a request from Black Hills Power, or Sub-Entity requests Black Hills Power to provide Reserve Energy, in connection with a Qualifying Event.
- 1.2 **Affiliate** means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity. For purposes of this definition, “control” when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.
- 1.3 **Annual Administrative & Other Cost Sharing Statement** means all costs described in Attachment B.
- 1.4 **Balancing Authority Ancillary Services Agreement or “BA Agreement”** means an agreement under which Black Hills Power provides, and Sub-Entity takes Ancillary Services.
- 1.6 **Balancing Authority or “BA”** means the entity responsible for maintaining the balance between electricity production and consumption within a specific geographic area which is required for the safe and reliable operation of the power system.
- 1.7 **Balancing Authority Area or “BAA”** is the collection of generation, transmission, and loads within the metered boundaries of a BA.
- 1.8 **Base Contingency Reserve Obligation or “CRO_{CA}”** means the base Contingency Reserve Obligation based on three percent of load and three percent of generation in a NWPP member’s BAA as set forth in the NWPP Reserve Sharing Program. **CRO_{CA}** may be adjusted from time to time based on real time calculations provided by the NWPP Reserve Sharing Program, transmission constraints, or changes to the NWPP Reserve Sharing Program requirements.
- 1.9 **Breach** is the failure of either Party to perform or observe any material term or condition of this Sub-Entity Agreement.
- 1.10 **Breach Notice** is the notice that a non-Breaching Party must give to a claimed breaching

Party under Section 5.1.

- 1.11 Commercially Reasonable Efforts** mean efforts that are reasonably within the contemplation of the Parties at the Effective Date; that require a Party to act in good faith and to take action or expend funds reasonably in relation to the benefit to be obtained by the other Parties; and that require a level of effort which would reasonably be devoted, by an independent entity in the electric utility industry, in light of all of the relevant circumstances; provided, however, that in maintaining NWPP Reserves and responding to Activation requests as provided in this Agreement, the issue of cost shall not be considered in determining Commercially Reasonable Efforts.
- 1.13 Compelled Party** means a Party to this Sub-Entity Agreement that receives a subpoena, other compulsory process issued by a judicial body or government agency, or a public records request under the Wyoming Public Records Act.
- 1.14 Compliance Authority** means FERC, NERC, WECC, WPP, NWPP or any successor regulatory authority or reserve sharing group with jurisdiction or authority over the Parties, the Balancing Authority, or the activities provided for in this Sub Entity Agreement
- 1.15 Confidential Information** is as described in Section 8.16.
- 1.16 Cure Period** is period of thirty (30) days after receipt of a Breach Notice within which a Party can cure a Breach of this Sub Entity Agreement.
- 1.17 Default** is the failure of a breaching Party to cure its Breach in accordance with Section 5.1 of this Sub-Entity Agreement and can also result from Repetitive Breach as that term is defined in Section 1.41. and described further in Section 5.1 and 5.2.
- 1.18 Effective Date** is the latter of the execution date or as specified by FERC in its acceptance of this Sub-Entity Agreement for filing.
- 1.19 Extended Cure Period** is as described in Section 5.1.
- 1.20 Extended Force Majeure** is a Force Majeure event that prevents a Party from performing its obligations under this Sub-Entity Agreement for a continuous period of sixty (60) days or more.
- 1.21 FERC** means the Federal Energy Regulatory Commission.
- 1.22 Force Majeure** means an event or circumstance that: (a) prevents the Party claiming to be affected by it (the "Claiming Party") from performing its obligations in whole or in part under this Sub-Entity Agreement; (b) is not within the reasonable control of the Claiming Party, or the result of the negligence of the Claiming Party, and (c) by the exercise of due diligence, the Claiming Party is unable to overcome using Commercially Reasonable Efforts, and, without limiting the scope of the definition, includes acts of God, or the public enemy, or insurrection, riot, acts of terrorism, civil disturbance or disorder, strikes, fire, earthquakes, floods, storms or other natural disasters, or actions or restraints by court order or Governmental Authority or arbitration award (so long as the Claiming Party has not

sought or has opposed, to the extent reasonable, such actions or restraints) provided, however Force Majeure shall not include: (i) inability, or excessive cost, to procure any energy, equipment or supplies necessary to perform the obligations of this Sub-Entity Agreement; (ii) acts or omissions of a third party under contract to the Claiming Party, unless such acts or omissions are themselves excused by reason of Force Majeure; or (iii) changes in market conditions.

- 1.23 Governmental Authority** means any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body, government-owned corporation or other governmental agency or department thereof; provided however that none of the Participants shall be deemed to be a Governmental Authority.
- 1.24 Hourly Pro Rata Reserve Share** means a Party's Pro Rata Reserve Share as calculated hourly and on an integrated basis for the clock hour.
- 1.25 Interest Rate** means the rate of interest set forth in 18 C.F.R. §35.19(a)(2)(iii).
- 1.26 ISO** means an independent system operator.
- 1.27 Joint Tariff** means the Joint Open Access Tariff in which Black Hills Power, Basin Electric Power Cooperative and Powder River Energy Corporation participate, and which is administered by Black Hills Power.
- 1.28 Law** means (1) any applicable law, rule, regulation, or ordinance, and (2) any order, writ, judgment, decree, or other legal or regulatory determination made by a court, regulatory agency, or other Governmental Authority of competent jurisdiction.
- 1.29 Minimum Term** is five (5) years from the Effective Date.
- 1.30 NERC** means the North American Electric Reliability Corporation or a successor organization serving the same or similar functions as NERC.
- 1.31 Non-Defaulting Party** is the Party that is not a Defaulting Party
- 1.32 NWPP** means the Northwest Power Pool doing business as Western Power Pool or a successor reserve sharing organization of either.
- 1.33 NWPP Reserve Sharing Agreement** means the multilateral agreement entered into among NWPP reserve sharing group members, as may be amended from time to time.
- 1.34 NWPP Reserves** means Assistance Reserve, Contingency Reserve, Internal Reserve, Operating Reserve, WECC Operating Reserve-Spinning and WECC Operating Reserve-Supplemental as those terms are defined in the NWPP Reserve Sharing Program, as may be amended from time to time.
- 1.35 NWPP Reserve Sharing Program** is a program among participating BA's within WPP's

Northwest Power Pool that was created for purposes of contingency / operating reserve sharing. Participation allows NWPP participating BAs to use not only their internal reserve resources, but also to call on other NWPP Reserve Sharing Program participant BAs for assistance if internal reserves do not fully cover a contingency or disturbance covered by the NWPP program documents.

- 1.36 NWPP RSG Member** means a Member, as defined in the NWPP Agreement, of the Reserve Sharing Group Committee responsible for governing the NWPP Reserve Sharing Program.
- 1.37 Party and Parties** are defined in the Preamble.
- 1.38 Pro Rata Reserve Share** means a Party's real time NWPP Reserves obligation calculated as the sum of such Party's real time load and generation within the Black Hills Power BAA divided by the real time total load and total generation within the Black Hills Power BAA, with the resulting number then multiplied by the real time Black Hills Power BAA Base Contingency Reserve Obligation ("CRO_{CA}") (as determined by NWPP). For purposes of determining Black Hills Power's Pro Rata Reserve Share under this Sub-Entity Agreement, Black Hills Power's real time load and generation shall be deemed to include the load and generation of any third-party entity within the Black Hills BAA that does not have a Sub-Entity Agreement.
- 1.39 Qualifying Event** means Qualifying Event as defined in the NWPP Reserve Sharing Program.
- 1.40 Renewal Term(s)** A two (2) year term or series of two (2) year terms immediately following the Minimum Term which term or terms is/are triggered automatically absent eighteen (18) months' written notice by a Party.
- 1.41 Repetitive Breach** shall be defined as a repeated Breach of the following sections: (1) as to Sub-Entity, Sections 3.1.3, 3.3 or Attachment A and (2) as to Black Hills Power Sections 3.1.3 or 3.2. In addition, to be a Repetitive Breach the Breach of one of the enumerated sections must occur on three or more occasions in a single twelve-month period starting with the initial instance of Breach
- 1.42 Required Regulatory Approvals** are shown on Attachment D and include certifications or recertifications required by NERC and WECC, FERC approval of any BA related Black Hills Power filings (the necessity of which is to be determined at Black Hills Power's sole discretion), and Black Hills Power's full acceptance into the NWPP Reserve Sharing Program and Western Frequency Response Sharing Group (through execution, and if necessary, FERC approval of all applicable NWPP Agreements), The term also includes any regulatory approval by BA Customer to enter into this Sub-Entity Agreement.
- 1.43 Reserve Energy** means energy supplied by a Party in response to a request for Activation of NWPP Reserves for a Qualifying Event.
- 1.44 Reserve Share Commencement Date** is the date on which reserve sharing will begin in the Black Hills BA, pursuant to this Sub-Entity Agreement, which is anticipated to be

March 31, 2026 at 10:59 PM Mountain Prevailing Time; provided however, if at any point before March 31, 2026 at 10:59 PM Mountain Prevailing Time, the Southwest Power Pool RTO Expansion cutover (and the related Western Area Power Administration RMR Balancing Authority cessation of BA Services)(“SPP RTO Expansion Commencement”) is delayed beyond March 31, 2026 at 10:59 PM Mountain Prevailing Time, Black Hills Power reserves the unilateral right to delay commencement in order to align the Reserve Share Commencement Date with the SPP RTO Expansion Commencement, as such delay may be determined necessary in Black Hills Power’s sole discretion.

- 1.45 Revised Reserve Share Commencement Date** is as defined in Section 2.2.1.
- 1.46 RTO** means a regional transmission organization as that term is defined by FERC.
- 1.47 Sub-Entity** is the entity defined as such in the preamble to this Sub-Entity Agreement and includes that Sub-Entity’s agent acting on its behalf.
- 1.48 Transmission System** means the electric transmission system owned or leased and operated by an entity.
- 1.49 WECC** means the Western Electricity Coordinating Council or its successor.
- 1.50 WEIM** means Western Energy Imbalance Market.
- 1.51 Willful Action** means an action taken or not taken by a Party that is knowingly or intentionally taken or not taken with the intent that injury or damage would result or with a reckless disregard for the result. Willful Action does not include any act or failure to act that is involuntary, accidental, or negligent.

Section 2

Term and Termination

- 2.1 Term.** Absent early termination as permitted under this Sub-Entity Agreement, the Sub-Entity Agreement will be effective on the Effective Date and will continue in effect for the Minimum Term. Thereafter, absent 18 months' advance written notice by either Party, the Sub-Entity Agreement shall enter one or more Renewal Term(s). Any termination under this Section 2, shall be subject to any applicable Required Regulatory Approvals.
- 2.2 Commencement Date for Reserve Sharing Services; Administrative Service.** Reserve sharing and administrative cost sharing under this Sub-Entity Agreement will begin on the Reserve Share Commencement Date unless Black Hills Power has not received all Required Regulatory Approvals as of the Reserve Share Commencement Date.
- 2.2.1** If it reasonably appears to Black Hills Power that it will not receive all Required Regulatory Approvals before the Reserve Share Commencement Date, Black Hills Power will notify Sub-Entity and will work in good faith to identify the soonest alternative Reserve Share Commencement Date ("Revised Reserve Share Commencement Date").
- 2.2.2** If Black Hills Power has not received all Required Regulatory Approvals to begin reserve sharing under this Sub-Entity Agreement as of the Reserve Share Commencement Date but has received all Required Regulatory Approvals to begin operations as a Balancing Authority, Sub-Entity shall pay for operating / contingency reserves under Schedules 5 and 6 of the Joint Tariff until the Revised Reserve Share Commencement Date.
- 2.3 Termination before Expiration of the Minimum Term**
- 2.3.1** Black Hills Power may terminate this Sub-Entity Agreement before the Minimum Term expires under the following circumstances: (1) Black Hills Power permissibly terminates Sub-Entity's BA Agreement; (2) Black Hills Power ceases participation in the NWPP RSG; (3) Black Hills Power no longer qualifies as a NERC registered Balancing Authority and/or consolidates with another BA, and/or joins an organized wholesale market other than or, in addition to WEIM, that provides BA services; or (4) there is an uncured Breach and, as such, a Default by Sub-Entity under Section 5; or (5) there is a Repetitive Breach by Sub-Entity as defined under Section 1.41 and, as further described in Section 5.2; or (6) or Sub-Entity experiences an Extended Force Majeure. Any Black Hills Power termination under this Section 2.3.1 requires 18 months' advance written notice from Black Hills Power to Sub-Entity; provided however if Black Hills Power's cessation of participation in the NWPP RSG is not voluntary,

the notice period shall be the same notice period required for terminations in its NWPP RSG Agreement.

- 2.3.2 Sub-Entity may terminate the Sub-Entity Agreement before the Minimum Term expires if (1) Sub-Entity permissibly terminates its BA Agreement and transitions to a different BA; (2) there is a uncured Breach or a Repetitive Breach and, as such, a Default by Black Hills Power, or (3) Black Hills Power experiences an Extended Force Majeure. In the situations described in this Section 2.3.2(2) or 2.3.2(3), the Sub-Entity must also terminate its BA Agreement. Any Sub-Entity termination under this Section 2.3.2 requires sufficient notice to facilitate Sub-Entity's transition to a different BA.
- 2.3.3 The Sub-Entity Agreement can be terminated before the Minimum Term expires upon mutual agreement of the Parties.

2.4 Termination after Expiration of the Minimum Term

- 2.4.1 Black Hills Power may terminate this Sub-Entity Agreement after the Minimum Term expires by providing 18 months' written notice.
- 2.4.2 Sub-Entity may terminate this Sub-Entity Agreement after the Minimum Term expires by providing 18 months' written notice; provided, however, Sub-Entity must also permissibly terminate its BA Agreement. Sub-Entity understands that termination of this Sub-Entity Agreement without a contemporaneous termination of its BA Agreement would result in a Default under the BA Agreement.

Section 3 Obligations of the Parties

3.1 Joint Obligations

- 3.1.1 **Compliance with Reliability Standards and Standards of Conduct.** The Parties are individually responsible for the reliable operation of their Transmission Systems (if applicable) consistent with the Reliability Standards established by the WECC and NERC. Nothing in this Sub-Entity Agreement is intended to change, supersede, or alter a Party's obligations to abide by any NERC or WECC Reliability Standards applicable to that Party. Each Party must comply with FERC's Standards of Conduct requirements, to the extent applicable to that Party, and nothing in this Sub-Entity Agreement shall require a Party to take action or disclose information that would violate FERC's Standards of Conduct requirements.

- 3.1.2 **Administrative Cost Share.** Black Hills Power will pay fees and dues directly to the NWPP Corporation related to its participation in the NWPP Reserve Sharing Program which will be shared with all Sub-Entities executing a Sub-Entity Agreement. Sub-Entity will receive an allocation of these NWPP Fees and dues through Schedule 1 of the Joint Tariff and, as such, will be billed under this section through its Transmission Service Agreement or BA Agreement with Black Hills Power but not both.
- 3.1.3 **Pro Rata Reserve Share.** Each Party will maintain its Pro Rata Reserve Share and Hourly Pro Rata Reserve Share of NWPP Reserves in accordance with the NWPP Reserve Sharing Program requirements.
- 3.1.4 **Commercially Reasonable Efforts.** Each Party shall utilize Commercially Reasonable Efforts in fulfilling its obligations under this Sub-Entity Agreement.

3.2 **Black Hills Power Obligations.**

- 3.2.1 **NWPP RSG Member.** Black Hills Power will participate as an NWPP RSG Member under the NWPP Reserve Sharing Program for the Black Hills Power BA and will take no action which would impair Sub-Entity's ability to perform its obligations under this Sub-Entity Agreement or to comply with Sub-Entity's BA Agreement.
- 3.2.2 **Calculation of Pro Rata Reserve Share.** Black Hills Power shall calculate each Sub-Entity's Pro Rata Reserve Share and Hourly Pro Rata Reserve Share and timely provide that information to Sub-Entity.
- 3.2.3 **Black Hills Power Reserve Sharing.** Black Hills Power will provide Sub-Entity with Reserve Energy upon a Sub-Entity's Activation request, to the extent that Sub-Entity's request is compliant with the NWPP Reserve Sharing Program requirements for such a request. Such assistance may be provided directly by Black Hills Power, through other participants in the Black Hills Power BA, or by other NWPP RSG Members. Financial settlement for Reserve Energy will be made in accordance with Section 4 and Attachment C.
- 3.2.4 **Administrative Services.** Black Hills Power will provide administrative services including but not limited to those specified in Attachment B. Sub-Entity will receive an allocation of the costs that Black Hills Power incurs for the administrative services described in this Section 3.2.4 and Attachment B through Schedule 1 of the Joint Tariff and, as such, will be billed these charges through its Transmission Service Agreement or BA Agreement with Black Hills Power but not both. Black Hills Power will maintain accurate books and records of the costs and expenses Black Hills Power incurred and seeks to pass on to Sub-Entity.
- 3.2.5 **Performance Monitoring.** Black Hills Power will periodically monitor Sub-Entity's performance under this Sub-Entity Agreement and advise Sub-Entity of deficiencies.

- 3.2.6 **Updates on NWPP Reserve Sharing Program.** Black Hills Power will monitor NWPP Reserve Sharing Program requirements and will provide Sub-Entity with information on substantive changes or modifications, including proposed changes or modifications, to the NWPP Reserve Sharing Program requirements.

3.3 **Sub-Entity Obligations**

- 3.3.1 **NWPP Reserve Sharing Program.** Sub-Entity will avoid taking any action or inaction which could impair Black Hills Power's ability to perform its obligations pursuant to the NWPP Agreement and the NWPP Reserve Sharing Program.
- 3.3.2 **Obligation to Provide Reserve Energy.** Upon receipt of an Activation request by Black Hills Power, a Sub-Entity will provide Reserve Energy consistent with the timing and other requirements of the NWPP Reserve Sharing Program, and the Activation issued by Black Hills Power. Sub-Entity's obligation shall not exceed the amount of Sub-Entity's Pro Rata Reserve Share. Sub-Entity may comply with this Section 3.3.2 and Attachment A by contracting with another party to provide Reserve Energy on the Sub-Entity's behalf to the extent consistent with the requirements of the NWPP Reserve Sharing Program.
- 3.3.3 **Obligation to Provide Data including Real Time Data.** Sub-Entity will supply data and real-time information necessary for Black Hills Power to meet its NWPP obligations. The current data requirements are identified in Attachment A, and updates will be provided by Black Hills Power pursuant to Section 3.2.6. A Sub-Entity may comply with Section 3.3.3 and Attachment A by contracting with another party to provide the data and real time information on the Sub-Entity's behalf to the extent consistent with the requirements of the NWPP Reserve Sharing Program.
- 3.3.4 **Noncompliance Penalties.** If Black Hills Power receives a noncompliance penalty from NWPP, Sub-Entity will reimburse Black Hills Power the amount of that penalty that is in direct proportion to which the Sub-Entity contributed to the violation(s) giving rise to the penalty. Should the penalty involve carrying extra NWPP Reserves or extra Reserve Energy, the Sub-Entity will provide extra NWPP Reserves or extra Reserve Energy in direct proportion to the extent it contributed to that extra NWPP Reserves penalty. The existence of Force Majeure does not excuse a Sub-Entity's responsibility for noncompliance penalties under this Section 3.3.4. Any allocation of a non-compliance penalty or request for reimbursement under this Section will be subject to the dispute resolution procedures contained in Section 6 of this Sub-Entity Agreement. If a Sub-Entity disputes an allocation of extra NWPP Reserves, the Sub-Entity shall be obligated to maintain such extra NWPP Reserves pending resolution of the dispute.

Section 4

Black Hills Power Costs and Charges, Reserve Energy Cost Recovery, Billing and Payment

4.1 Cost Recovery for Supplied Reserve Energy.

4.1.1 Reserve Energy Supplied by a Sub-Entity. For Reserve Energy supplied by a Sub-Entity pursuant to an Activation, the Sub-Entity shall receive payment in accordance with the pricing methodology contained in the NWPP Reserve Sharing Program, as it may be amended from time to time, and in accordance with the procedures set forth in Attachment C.

4.2 Payments for Received Reserve Energy.

4.2.1 Reserve Energy Received by a Sub-Entity. Sub-Entity shall pay for Reserve Energy in accordance with the pricing methodology contained in the NWPP Reserve Sharing Program, as it may be amended from time to time, and in accordance with the procedures set forth in Attachment C.

4.3 Additional Detail regarding Cost Recovery. Additional information regarding the procedure for cost recovery and settlement is included in Attachment C.

4.4 Subsequent Payment, Credit or Reimbursement Adjustments. In certain cases, billings, reimbursements, or credits will need to be made on an estimated basis. The Parties shall cooperate in good faith to obtain the requisite information and perform the necessary computations so as to true-up or otherwise adjust any estimated or adjusted billings, credits, or reimbursements promptly. Any such adjustments related to payments for supplied Reserve Energy shall be made within sixty (60) days of the statement. Any other adjustments shall be made within twenty-four (24) months of the date the statement, or prior adjustment to a statement, was rendered; provided however, that Black Hills Power may pass through any adjustments made by NWPP that impacts a statement between Sub-Entity and Black Hills Power, irrespective of whether such adjustment occurs more than twenty-four (24) months following the date of the original statement.

4.5 Timeliness of Payment, Credit or Reimbursement. Black Hills Power will invoice Sub-Entity monthly, one month in arrears, and in accordance with this Sub-Entity Agreement. Invoices are due and payable by the Sub-Entity within thirty (30) days of Black Hills Power's issuance of an invoice or the next business day thereafter if the 30th day is a Saturday, Sunday or federal holiday unless the Parties otherwise agree. Late payments will be subject to interest in accordance with the rate set forth in 18 C.F.R. §35.19(a)(2)(iii). Invoices will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by Sub-Entity to Black Hills Power. Should Black Hills Power agree to accept payments by mail, these payments will be accepted as timely and without assessment of interest if a United States Post-Office first-class mail postmark indicates the payment was mailed at least three (3) days before the due date.

4.6 Disputes and Adjustments of Statements. Sub-Entity may, in good faith, dispute the correctness of any invoice rendered under this Sub-Entity Agreement for a period of

twenty-four (24) months from the date that the invoice was issued. If the correctness of any invoice rendered under this Sub-Entity Agreement is disputed, Sub-Entity shall provide written notice to Black Hills Power which: (a) states the good faith basis for the dispute; (b) specifies the amount in dispute; and (c) provides documentation reasonably supporting the determination of the disputed amount. Thereafter, the Parties will follow the dispute resolution procedures set forth in Section 6. Sub-Entity shall make payment of the disputed amount under protest and thereafter shall be refunded by Black Hills Power for any amount determined to be refundable, with interest calculated in accordance with 18 CFR § 35.19(a)(2)(iii).

- 4.7 Data and Records Requirements.** Each Party shall keep and maintain all records as may be necessary in verifying the accuracy of all relevant data, estimates or statements of charges submitted hereunder including all data substantiating allocation of revenues or costs under this Sub-Entity Agreement for five (5) years, unless FERC, NERC, or WECC record retention requirements establish a retention requirement longer than five (5) years for a Party; if so, the respective retention requirements shall apply.

Section 5

Breach and Default

- 5.1** Upon Breach of any term or condition of this Sub-Entity Agreement, the non-breaching Party shall give written notice (“Breach Notice”) to the breaching Party. Thereafter, the breaching Party shall have thirty (30) days from receipt of the Breach Notice within which to cure such Breach (“Cure Period”); provided however, if such Breach is not capable of cure within the Cure Period, the breaching Party shall commence its efforts to cure within thirty (30) days after the Breach Notice and continuously and diligently complete such cure within sixty (60) days from receipt of the Breach Notice (“Extended Cure Period”); provided however, there shall be no Cure Period or Extended Cure Period for a Party that engages in a Repetitive Breach.
- 5.2** If a Breach is not cured within the Cure Period, a Breach is not capable of being cured within the Cure Period or the Extended Cure Period, or a Party engages in a Repetitive Breach, the non-breaching Party shall have the right to declare a Default and terminate this Sub-Entity Agreement, subject to any Required Regulatory Approvals and consistent with Section 2 by issuing a Default Notice. Upon a Party’s receipt of a Default Notice and receipt of Required Regulatory Approvals (if any are required), the non-breaching Party shall be relieved of any further obligation hereunder and, whether or not that Party terminates this Sub-Entity Agreement, can recover from the breaching Party all amounts due under this Sub-Entity Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The ability to recover damages under the provisions of this Section shall survive termination of this Sub-Entity Agreement.

Section 6

Dispute Resolution

- 6.1 **Dispute Resolution.** Unless otherwise provided herein, each of the provisions of this Sub-Entity Agreement shall be enforceable independently of any other provision of this Sub-Entity Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Sub-Entity Agreement, the Parties shall, to the extent practicable, first attempt to resolve the matter through direct good faith negotiation between the Parties, including a full opportunity for escalation to executive management within the Parties' respective organizations. For all other matters, the Parties may pursue legal action in accordance with Section 6 of this Sub-Entity Agreement.
- 6.2 **Venue.** This Sub-Entity Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wyoming, without regard to its principles of conflicts of law. Venue for any action hereunder shall be FERC, where subject to its jurisdiction, or otherwise any state or federal court located in Wyoming.
- 6.3 TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVE ANY RIGHT THAT PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION WITHIN THE COURTS SPECIFIED HEREIN IN SECTION 6.1.1, REGARDLESS OF WHETHER THE DISPUTE ARISES DIRECTLY OR INDIRECTLY OUT OF, UNDER, OR IN CONNECTION WITH THIS SUB-ENTITY AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Section 7

Indemnification and Limitation on Liability

- 7.1 To the greatest extent allowed by applicable law, Sub-Entity shall indemnify and hold Black Hills Power and its directors, employees, agents, and contractors harmless from any loss or damage and from liability on account of personal injury, death, property damage, or claims for personal injury, death or property damage, or other claims of any nature whatsoever (including, but not limited to special, incidental and/or consequential damages) and by whomsoever made arising out of Black Hills Power's performance of its obligations under this Sub-Entity Agreement; provided however, Sub-Entity shall not be obligated to indemnify Black Hills Power under this Section 7.2 for losses, damages or liability arising from acts or omissions by Black Hills Power if its actions constitute gross negligence or willful misconduct.
- 7.2 EXCEPT AS OTHERWISE STATED HEREIN, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR IN CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND

THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT, OR ACTIVE OR PASSIVE.

Section 8

General Contracting Terms and Conditions

- 8.1 Force Majeure.** To the extent that a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations hereunder and such Party gives notice and details of the Force Majeure to the Non-Claiming Party as soon as practicable, then the claiming Party shall be excused from the performance of its obligations, other than the obligation to make payments then due or becoming due, in respect to performance prior to the Force Majeure and except as otherwise explicitly provided in this Sub-Entity Agreement. The claiming Party shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.
- 8.2 Survival.** Upon the expiration or termination of a Party's obligations under this Sub-Entity Agreement and except as otherwise provided under this Sub-Entity Agreement, any monies, penalties, credits, reimbursements or other charges due and owing under this Sub-Entity Agreement respecting such Party shall be paid, credited, or reimbursed, any corrections or adjustments to payments previously made shall be determined, and any refunds, credits, or reimbursements due shall be made, as soon as practicable but no later than sixty (60) days after termination of this Sub-Entity Agreement; provided however, that Black Hills Power may pass through any adjustments made by NWPP to a statement between NWPP and Black Hills Power, irrespective of whether such adjustment occurs more than sixty (60) days following termination or expiration. In addition, all reimbursement, indemnity, limitations on liability, and confidentiality obligations shall survive the termination of this Sub-Entity Agreement.
- 8.3 Regulatory Approval.** Receipt of all Required Regulatory Approvals is a condition precedent to both Black Hills Power's and Sub-Entity's obligations under this Sub-Entity Agreement. Black Hills Power's and Sub-Entity's Required Regulatory Approvals (if any) are set forth in Attachment D to this Sub-Entity Agreement. Both Parties commit to pursue all Required Regulatory Approvals in good faith and in a timeframe which is reasonable to effectuate commencement of reserve sharing pursuant to this Sub-Entity Agreement on the Reserve Share Commencement Date.
- 8.3.1** If either Party fails to receive a Required Regulatory Approval, that Party shall immediately notify the other Party to this Sub-Entity Agreement.
- 8.3.2** The Parties commit to work in good faith to negotiate reasonable changes or re-filings, for a period of 15 days, to remedy the concerns raised in any decision, denying a Required Regulatory Approval.

8.3.3 If the Parties are unable to agree to the scope of changes or re-filings under Section 8.3.2, or a filing made as a result of the activity in Section 8.3.2 is rejected by a Compliance Authority, either Party may terminate this Sub-Entity Agreement by written notice to the other Party.

8.4 Creditworthiness. Black Hills Power reserves the right to review Sub-Entity's creditworthiness. If a credit review is undertaken, that review will occur as set forth in Attachment L to the Joint Tariff, as it may be amended from time to time. The provisions of Attachment L are incorporated by reference as if they were fully set forth herein.

8.5 Cooperation. The Parties to this Sub-Entity Agreement agree to work in good faith and consistent with good utility practice to further the reserve sharing contemplated by this Sub-Entity Agreement, support reliability of the Transmission System, support reliability within the Black Hills Power BA, and to meet all compliance obligations and requirements related to this Sub-Entity Agreement.

8.6 Notice. Any notice or request made to or by either Party regarding this Sub-Entity Agreement, shall be made to the representative of the other Party as indicated below:

Black Hills Power:

Denton McGregor
Director, Control Operations
PO Box 1400
Rapid City, SD 57709
Denton.McGregor@blackhillscorp.com
(605)484-0492

Sub-Entity:

All notices under this Sub-Entity Agreement must be in writing, and sent by certified mail, return receipt requested, by overnight mail, or hand delivery to the individuals identified in this Sub-Entity Agreement or to substitute individuals subsequently identified by a Party. Notwithstanding any other provision of this agreement, Black Hills Power or Sub-Entity can update the individual designated for notice by electronic mail if receipt is confirmed by the receiving Party. The Parties may agree on alternative methods of giving operational and scheduling notices, including by electronic mail.

- 8.7 **Integrated Agreement.** This Sub-Entity Agreement constitutes the entire agreement between the Parties, and supersedes any prior written or oral agreements or understandings between the Parties, relating to the subject matters contained in this Sub-Entity Agreement; provided, that nothing in this Sub-Entity Agreement shall limit, or in any manner modify, the existing legal rights, privileges, and duties of the Parties as provided by any other agreement between the Parties, or by any statute or any other law or applicable court or regulatory decision by which such Party is bound.
- 8.8 **Amendments.** This Sub-Entity Agreement may not be amended except in writing hereafter signed by both Parties.
- 8.9 **Waiver.** Any waiver by a Party to this Sub-Entity Agreement of any provision or condition of this Sub-Entity Agreement must be in writing signed by the Party to be bound by such waiver, shall be effective only to the extent specifically set forth in such writing, and shall not limit or affect any rights with respect to any other or future circumstance.
- 8.10 **No Third-Party Beneficiaries.** This Sub-Entity Agreement is for the sole and exclusive benefit of the Parties and shall not create a contractual relationship with, or cause of action in favor of, any third party.
- 8.11 **Assignments.** Neither Party shall have the right to voluntarily assign its interest in this Sub-Entity Agreement, including its rights, duties, and obligations hereunder, without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any assignment made in violation of the terms of this Section 8.11 shall be null and void and shall have no force and effect.
- 8.12 **Severability and Replacement Provisions.** In the event that any provision of this Sub-Entity Agreement is determined to be invalid or unenforceable for any reason, in whole or part, the remaining provisions of this Sub-Entity Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law, and such invalid or unenforceable provision shall be replaced by the Parties with a provision that is valid and enforceable and that comes closest to expressing the Parties' intention with respect to such invalid or unenforceable provision.
- 8.13 **Construction.** Nothing contained in this Sub-Entity Agreement shall be construed as creating a corporation, company, partnership, association, joint venture, or other business relationship with the other Party, nor shall anything contained in this Sub-Entity Agreement be construed as creating or requiring any fiduciary relationship between the Parties. Except

where stated explicitly to the contrary, no Party shall be responsible hereunder for the acts or omissions of the other Party.

- 8.14 **No Expansion of Governmental Immunity.** Other than for actions based on this Sub-Entity Agreement, no Party to this Sub-Entity Agreement has waived or conceded any legally applicable defense of governmental immunity.
- 8.15 **Interpretation.** Unless otherwise expressly provided, for purposes of this Sub-Entity Agreement, the following rules of interpretation shall apply: (i) any reference in this Sub-Entity Agreement to gender includes all genders, and the meaning of defined terms applies to both the singular and the plural of those terms; (ii) the headings are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, this Sub-Entity Agreement; (iii) all references in this Sub-Entity Agreement to any “Section” are to the corresponding Section of this Sub-Entity Agreement unless otherwise specified; (iv) words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Sub-Entity Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires; (v) the word “including” or any variation thereof means “including, without limitation” and does not limit any general statement that it follows to the specific or similar items or matters immediately following it; and (vi) the Parties have participated jointly in the negotiation and drafting of this Sub-Entity Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Sub-Entity Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof favoring or disfavoring any Party will exist or arise by virtue of the authorship of any provision of this Sub-Entity Agreement.
- 8.16 **Confidentiality.** Neither Party shall disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Sub-Entity Agreement to any third party without the express written consent of the disclosing Party except that either Party may produce Confidential Information in response to a subpoena or other compulsory process issued by a judicial body or governmental agency or a public records request under the Wyoming Public Records Act upon reasonable prior notice to the disclosing Party. In the event a Party is subject to a subpoena or other compulsory process or a public records request under the Wyoming Public Records Act respecting a disclosing Party’s Confidential Information, the Compelled Party shall advise the disclosing Party as soon as reasonably possible, and to the extent permitted by law, so that the disclosing Party may take appropriate action on its own behalf and at its own expense to protect its Confidential Information. If the disclosing Party does not take any such action within the time specified in Compelled Party’s notice, the Compelled Party may disclose the information as directed by the relevant subpoena, other compulsory process, or public records request.

8.16.1 As used in this Sub-Entity Agreement, the term “Confidential Information” includes all written information, data, correspondence or other intangible materials and information relating to operations, economics or finances whether disclosed orally, electronically or in any other intangible form and which is, or has been, marked "Confidential" by the disclosing party or is by its nature clearly recognizable as Confidential Information to a reasonably prudent person with knowledge of the disclosing party’s business or industry. If Confidential Information is communicated orally, subsequent to that oral disclosure, a party seeking confidential treatment will inform the other parties in writing that it deems the information confidential.

8.16.2 The Parties agree that monetary damages alone will be inadequate to compensate a disclosing Party for the other Party’s breach of its obligations under this confidentiality provision. Each Party agrees that the other Party is entitled to equitable relief, in addition to any other remedies available at law, by way of injunction or otherwise, if the Party breaches or threatens to breach its obligations under this Section.

8.17 Further Assurances. If either Party determines, in its reasonable discretion, that any further instruments or assurances are necessary to carry out the terms of this Sub-Entity Agreement, the other Party shall use good faith efforts to execute and deliver all such instruments or assurances reasonably necessary to carry out the terms of this Sub-Entity Agreement.

8.18 Recitals. The above-stated recitals are incorporated into and made a part of this Sub-Entity Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

8.19 Authority to Execute. Each signatory to this Sub-Entity Agreement certifies that the Party on whose behalf he or she has signed has duly authorized such individual to execute this Sub-Entity Agreement that binds and obligates the Party.

8.20 Counterparts. This Sub-Entity Agreement may be executed in one or more counterparts (including by facsimile or a scanned image), each of which when so executed shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Sub-Entity Reserve Sharing Agreement to be executed by their respective authorized representatives.

Black Hills Power, Inc.

By:

_____	_____	_____
Name	Title	Date

Sub-Entity:

By:

_____	_____	_____
Name	Title	Date

Attachment A

Reserve, Data, and Activation Requirements

A. Sub-Entity NWPP Reserves and Reserve Energy Obligation

Each Sub-Entity will maintain its Pro Rata Reserve Share and Hourly Pro Rata Reserve Share as determined and communicated to the Sub-Entity by Black Hills Power and will make available Reserve Energy up to its Pro Rata Reserve Share upon receipt of and in accordance with the terms contained within an Activation provided by Black Hills Power.

B. Participant Real Time Data¹

The Sub-Entity will supply the data and real-time information necessary for Black Hills Power to meet its NWPP Reserve obligations or other obligations under this Sub-Entity Agreement including, but not limited to, the following Sub-Entity system information:

- Total system load within Black Hills Power BAA
- Total system generation within Black Hills Power BAA
- Contingency reserves available within the Black Hills Power BAA
- WECC Operating Reserve -Spinning - reserves available within Black Hills Power BAA
- Most Severe Single Contingency within the Black Hills Power BAA
- Scheduled Actual Interchange
- Reserve Sharing Request to Black Hills Power BAA
- Status—No Request = Status open, Assistance Requested = Status closed.
- Status of communication links to Black Hills Power
- Manual Entry—Cannot provide assistance= status open, can provide assistance = status closed
- Variable frequency bias —if applicable- present setting

If Sub-Entity has no suitable real-time communication capabilities, it may satisfy these Section B requirements through alternate arrangements with Black Hills Power.

Black Hills Power may modify the Sub-Entity data and system information list set forth above, as necessary, to meet NWPP Reserve Sharing Program requirements. Black Hills Power may modify the requirements through issuance of operating procedures or a data request to the Sub-Entity.

C. Sub-Entity Response Requirement

Within 10 minutes of notification of Activation by Black Hills Power, a Sub-Entity must commence providing Reserve Energy and ramp up to the requested Reserve Energy level. Unless otherwise specified in the Activation, the required response shall continue for 60 minutes. Absent prior arrangements with Black Hills Power the response shall not be extended past 60 minutes,

¹ Capitalized terms in this Attachment A not otherwise defined in the Agreement have the meanings defined in the NWPP Reserve Sharing Program.

and the Sub-Entity must restore its NWPP Reserves to at least its Pro Rata Reserve Share level no later than 60 minutes from the Activation notification.

D. Requirement to Notify Black Hills Power of a Participant Activation

For a Qualifying Event for which the Sub-Entity is submitting an Activation request to Black Hills Power the Sub-Entity must notify Black Hills Power within 2 minutes of the start of the event if the event is a Reportable Balancing Contingency Event (as defined in the NWPP Agreement or NWPP Reserve Sharing Program, as maybe amended from time to time). Otherwise, the request may be made up to 60 minutes after the start of the Qualifying Event.

E. Tagging and NWPP Black Hills Power BA Event Activation Form Notification

1. E-Tags will be created for all energy supplied or activated upon; and
2. The NWPP Black Hills Power BA Event Activation Form will be completed by the end of the next Business Day and submitted to Black Hills Power via electronic mail to the address(es) shown on NWPP Black Hills Power BA Event Activation Form. An exemplar of that form in Attachment A(1).

Attachment A(1)
NWPP Black Hills Power BA Event Activation Form

Organizations that have experienced a Qualifying Event must complete the Black Hills Power BA Event Activation Form and submit it to the email addresses listed on the form:

Black Hills Power Balancing Authority – Event Activation Form

Organization with Qualifying Event, complete items in blue

Today's Date		Organization	
Name		Phone Number	
Return Form To:	bhebaops@blackhillscorp.com	Initial MW Loss	
Generating Unit Name & Number		<i>Initial MW Loss: Unit output + reserves on unit, or MW needed up to unit capacity if failed to start</i>	
Date of Qualifying Event		Event Start Time	
Total Requested MW		Request Start Time	
Requestor CRO		Request Stop Time	
Cause of Event			
Tag #			

Attachment B

Administrative and Other Cost Sharing

A. NWPP Fees and Dues. Black Hills Power will pay fees and dues directly to the NWPP Corporation related to its participation in the NWPP Reserve Sharing Program which will be shared with all Sub-Entities executing a Sub-Entity Agreement. Sub-Entity will receive an allocation of these NWPP Fees and dues through Schedule 1 of the Joint Tariff and, as such, Sub-Entity will be invoiced for these charges through either its Transmission Service Agreement or under its BA Agreement with Black Hills Power but not both.

B. Black Hills Power Administrative Duties.

Black Hills Power will incur internal Black Hills Power costs, including labor, overheads and equipment due to computer programming data collection, electronic communication, reserve allocation processing and similar costs that can be attributed to Sub-Entity's reserve sharing in the Black Hills BA. Other activities for which Black Hills Power will incur administrative costs may include but are not limited to:

- Tagging Template maintenance
- Black Hills Power BAA required reporting to WECC and NERC on reserve sharing
- Monthly Activation Settlement Summaries
- Reporting to Sub-Entity on NWPP Reserve Sharing Program activities, procedure and policy changes and internal generation losses
- Activation reporting to the Northwest Power Pool
- Training provided to Sub-Entity's staff, including Operators
- Transmission Line monitoring and associated software changes and communication with NWPP

Sub-Entity will receive an allocation of Black Hills Power's cost incurred for the administrative duties described in this Attachment B, Subparagraph B through Schedule 1 of the Joint Tariff and, as such, Sub-Entity will be invoiced for these charges through either its Transmission Service Agreement or under its BA Agreement with Black Hills Power but not both.

Attachment C

Energy Settlements

- A. Reserve Energy settlements will be financial, settled monthly, one month in arrears, totals rounded to the nearest dollar and in whole megawatt hours.
- B. Reserve Energy supplied or received by a Sub-Entity under this Sub-Entity Agreement will be priced in accordance with the pricing methodology set forth in Section 4 of this Sub-Entity Agreement and the NWPP Reserve Sharing Program as it may be amended from time to time.
- C. Monthly Energy Settlements:
- Monthly, one month in arrears, Black Hills Power shall provide, for the operative month, a summary report to Sub-Entity and identify the amount charged to the Sub-Entity for (1) Reserve Energy provided by the Black Hills Power BA from within the Black Hills Power BAA or from NWPP RSG Members outside the Black Hills Power BAA and (2) Reserve Energy Activated by the Sub-Entity due to a Black Hills Power BAA activation or a NWPP RSG activation for the operative month.
 - In addition, monthly, one month in arrears, Black Hills Power Sub-Entity shall charge Sub-Entity for: (1) Reserve Energy it has received pursuant to an Activation in accordance with the pricing methodology contained in the NWPP Reserve Sharing Program, as it may be amended from time to time and (2) any penalties imposed on Sub-Entity pursuant to Section 3.3.4 for which a Sub-Entity is responsible. Black Hills Power will offset the amount of the invoice by any Reserve Energy supplied by Sub-Entity to the Black Hills Power BAA or the NWPP Reserve Sharing Group pursuant to an Activation and in accordance with the pricing methodology contained in the NWPP Reserve Sharing Program, as it may be amended from time to time.

Attachment D
Identification of Required Regulatory Approvals

Black Hills Power

All certifications or recertifications required by NERC and WECC, FERC approval of any BA related Black Hills Power filings (the necessity of which is to be determined at Black Hills Power's sole discretion), and Black Hills Power's full acceptance into the NWPP Reserve Sharing Program and Western Frequency Response Sharing Group (through execution, and if necessary, FERC approval of all applicable NWPP Agreements).



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration to Grant City Staff Permission to Negotiate on Behalf of City Council for the Pre-Annexation Agreement between the City of Gillette and Carl's Water Service Inc. for Property Located at 903 Hannum Road.

SUGGESTED ACTION:

I Move to Grant City Staff Permission to Negotiate on Behalf of City Council for the Pre-Annexation Agreement between the City of Gillette and Carl's Water Service Inc. for Property Located at 903 Hannum Road.

CASE BACKGROUND:

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

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

ACTUAL COST VS BUDGET:

N/A

STAFF REFERENCE:

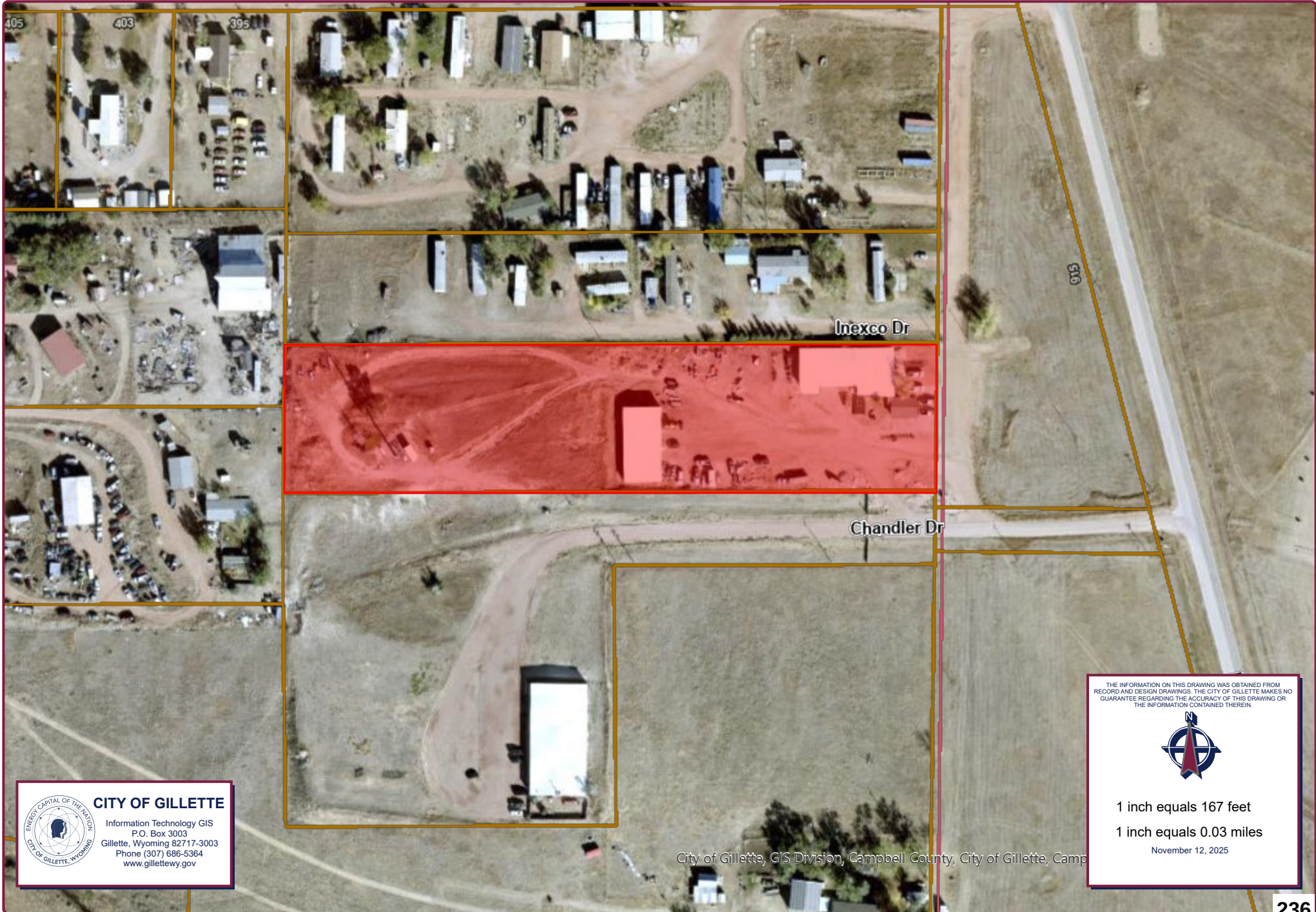
MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Vicinity Map](#)

[Vicinity Map - Zoning Map](#)

903 Hannum Road



CITY OF GILLETTE

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

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



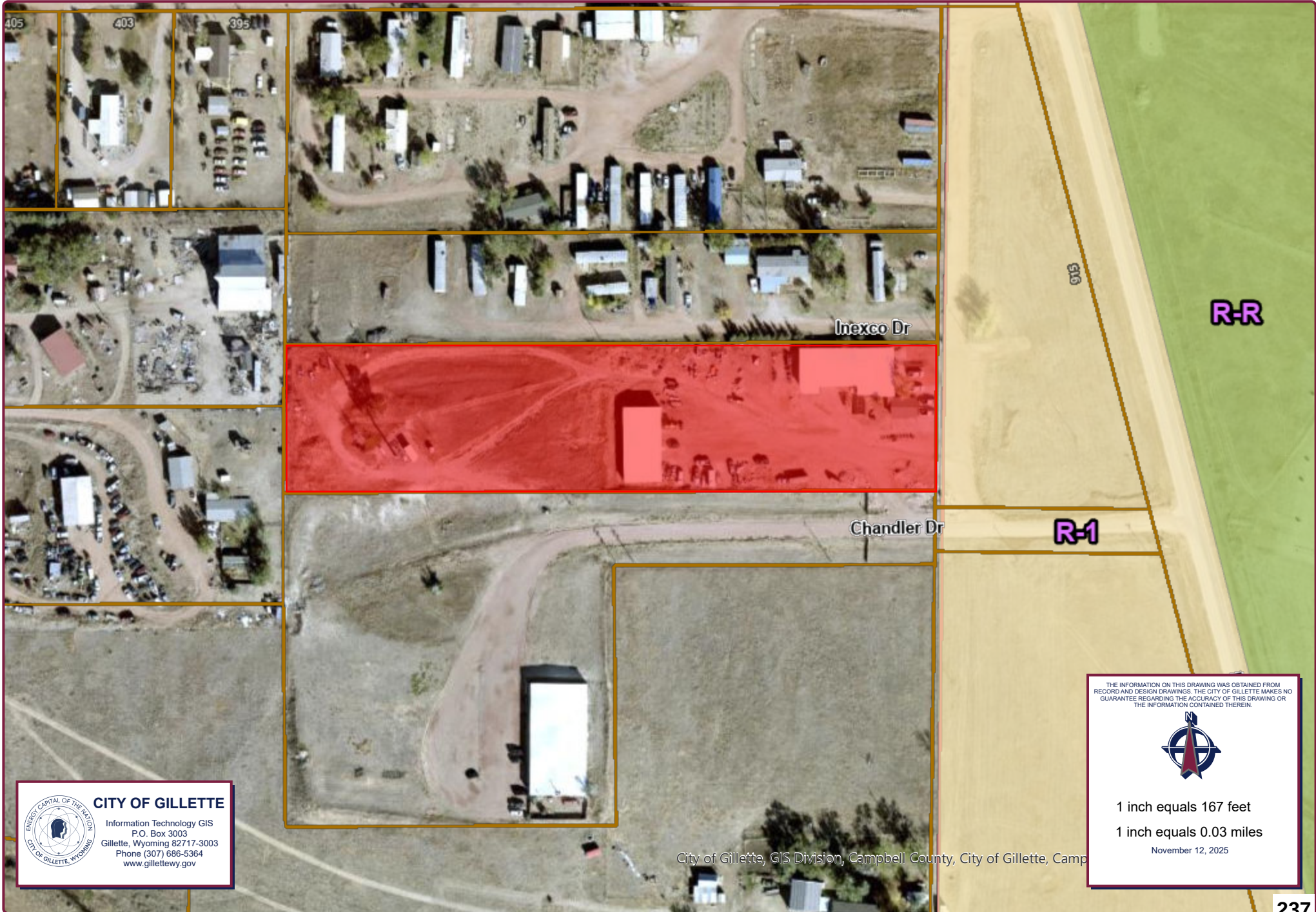
1 inch equals 167 feet

1 inch equals 0.03 miles

November 12, 2025

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

903 Hannum Road - Zoning Map



CITY OF GILLETTE

Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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THE INFORMATION CONTAINED THEREIN.



1 inch equals 167 feet

1 inch equals 0.03 miles

November 12, 2025

Carl's Water Service
903 Hannum Rd
Gillette, Wy 82716

Owner: Robin Kuntz
809 Rodeo St.
Gillette, Wy 82718

I am requesting annexation of the property at 903 Hannum Road to be able to receive city water.

Thank you
Robin Kuntz



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Appointment to Advisory Board

~ Retiree Health Benefit Trust Committee - One Partial Term Expiring June 30, 2027

CASE BACKGROUND:

Mick Wolf retired in September 2025, his remaining term will be filled by an employee with over 20 years of service.

STAFF REFERENCE:

Michael H. Cole, City Administrator



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration of a Lien Release for property located at 410 N. Osborne Avenue in the principal amount of \$17,354.35, plus accrued interest, for a total of \$27,834.95.

SUGGESTED ACTION:

I move to direct the city attorney to execute and record a Lien Release for property located at 410 N. Osborne Avenue in the principal amount of \$17,354.35 plus accrued interest, for a total of \$27,834.95.

CASE BACKGROUND:

The City expended approximately \$17,354.35 to remove a dangerous building and mitigate other property nuisances at 410 N. Osborne Ave several years ago. The City then filed a lien on this property to recover the cost of the abatement. The City then transferred the property to the Boys & Girls Club for their use. The Boys & Girls club would now like to sell the property, but the amount of the lien (approximately \$17,354.35 plus interest accrued, totaling \$27,834.95) needs to be appeased in conjunction with the sale. If approved by the City Council, the lien will be released from this property and the Boys & Girls Club will not be required to pay-off the lien and interest charges at the time they sell the property.

STAFF REFERENCE:

Michael H. Cole, City Administrator; Sean Brown, City Attorney

ATTACHMENTS:

[Lien Statement - Osborne](#)

[Boys and Girls Club Lien Release Request](#)

1031962

1031962 Book 60 of LIENS

Page 364

**LIEN STATEMENT BY THE CITY OF GILLETTE, WYOMING
REGARDING THE RECOVERY OF ABATEMENT AND DEMOLITION COSTS**

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

COMES NOW, Patrick G. Davidson, City Attorney for the City of Gillette, Wyoming, and pursuant to Wyoming Statute §15-6-406, Section 908 of the 1997 Uniform Code for the Abatement of Dangerous Buildings as adopted by §5-I-10 of the Gillette City Code, and as revised in Section 909 of the same, do hereby assert a lien in the amount of seventeen thousand, three hundred fifty-four dollars and thirty-five cents (\$17,354.35).

The name and address of the governing body seeking to enforce the lien: City of Gillette, Wyoming, a Wyoming municipality of the First Class whose address is 201 East 5th Street, P.O. Box 3003, Gillette, Wyoming 82717.

The name and address of the person against whose property the lien is filed: Those individuals believed to have an interest in the real property is:

AshLee Avila
6707 Ichabod
Gillette, WY 82718

Robert "Beatle" Lara, Jr.
410 North Osborne Ave.
Gillette, WY 82716

Adam Lara
2 Gold Buckle Place
Rozet, WY 82727-8857

William "Billy" Lara
3851 Collins Road
Gillette, WY 82718

John Tieman
P.O. Box 7266
Gillette, WY 82717

Estate of Robert Lara, Sr.
410 North Osborne Ave.
Gillette, WY 82716

The legal description of the property to which the lien attaches: Lot 3, Block 2, Rainbow Addition to the City of Gillette, Wyoming, and more commonly known as 410 North Osborne, Gillette, Wyoming 82716.

Amount Due and Owning: The total costs due and owing from the abatement and demolition of the single family residence formerly located upon the property is: seventeen thousand, three hundred fifty-four dollars and thirty-five cents (\$17,354.35). Pursuant to Section 908.2 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, interest shall accrue at the rate of seven percent (7%) per annum from the date of the filing of this lien in the assessment role.

The purpose of this Lien Statement is to provide notice of the existence of a claim by the City of Gillette with regard to abatement and demolition costs associated with the property. Pursuant to Wyoming Statute §15-6-406 and the 1997 Uniform Code for the Abatement of

Dangerous Buildings this lien is paramount and superior to any other lien or encumbrance created before or after the date set forth herein, except for a lien for assessments for general taxes.

Ordinance No. 3916: Ordinance No. 3916, establishing the special assessment for 410 North Osborne, Gillette, Wyoming 82716, is attached as Exhibit A and made a part of this Lien Statement.

DATED this 4th day of April, 2017.



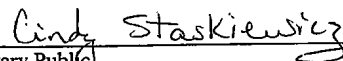
Patrick G. Davidson, Attorney Number 6-3238
City of Gillette, City Attorney's Office
201 East 5th Street
P.O. Box 3003
Gillette, Wyoming 82717
(307) 686-5290

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

The above and foregoing LIEN STATEMENT BY THE CITY OF GILLETTE, WYOMING REGARDING THE RECOVERY OF ABATEMENT AND DEMOLITION COSTS, was subscribed and sworn to before me by Patrick G. Davidson, City Attorney for the City of Gillette, Wyoming, and stated that he did so on behalf of the governmental entity.

WITNESS my hand and official seal.




Notary Public

My Commission Expires: 8/18/2018



ORDINANCE NO. 3916

AN ORDINANCE CONFIRMING THE SPECIAL ASSESSMENT FOR PROPERTY LOCATED AT 410 N. OSBORNE AVENUE, GILLETTE, WYOMING 82716 AND LEGALLY DESCRIBED AS LOT 3, BLOCK 2, RAINBOW ADDITION, TO THE CITY OF GILLETTE, WYOMING

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

Ken Rogers, Chief Building Official for the City of Gillette, Wyoming did determine that the property located at 410 North Osborne Avenue, Gillette, Wyoming was a Dangerous Building according to the terms of the 1997 Uniform Code for the Abatement of Dangerous Buildings; and

WHEREAS, on May 17, 2016, Ken Rogers, Chief Building Official for the City of Gillette, did issue a NOTICE AND ORDER OF VACATION AND REPAIR AND ABATEMENT, mandating the repair or demolition of the residential structure located at 410 North Osborne Avenue within sixty (60) days of notice; and

WHEREAS, pursuant to the NOTICE AND ORDER OF VACATION AND REPAIR AND ABATEMENT, those individuals who may have an interest in said property were provided a copy of the NOTICE AND ORDER OF VACATION AND REPAIR AND ABATEMENT by means of both Regular U.S. Mail and Certified Mail, and by affixing a copy to the property located at 410 North Osborne Avenue, and by means of publication in the Gillette News Record, a newspaper of general circulation in Gillette and Campbell County, Wyoming; and

WHEREAS, no permits allowing for the repair or demolition of the property located at 410 North Osborne Avenue, were sought or obtained by from the Chief Building Official, and no repairs or demolition was otherwise undertaken with regard to the premises; and

WHEREAS, pursuant to the terms of the 1997 Uniform Code for the Abatement of Dangerous Buildings, the Chief Building Official for the City of Gillette did cause the structure located at 410 North Osborne Avenue to be abated through demolition at the cost to the City of Gillette in the amount of sixteen thousand, one hundred forty-five dollars (\$16,145.00); and

WHEREAS, pursuant to §901 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, and Section §5-I-10 of the Gillette City Code, the City of Gillette may recover all costs associated with the abatement of the premises for a total expended sum of seventeen thousand, three hundred fifty-four dollars and thirty-five cents (\$17,354.35); and

WHEREAS, upon receipt, acceptance, and confirmation of the REPORT OF THE BUILDING OFFICIAL, the Gillette City Council has determined that the charge shall be assessed against the property, and not a personal obligation upon those persons or parties who may have an interest in the property.

NOW, THEREFORE, be it ordained by the governing body of the City of Gillette, Wyoming as follows:

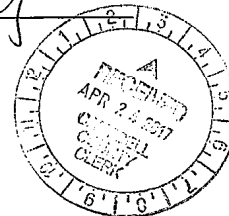
SECTION 1: The total sum of seventeen thousand, three hundred fifty-four dollars and thirty-five cents (\$17,354.35) shall be assessed against the property; the same shall be recorded on the assessment rolls with the Campbell County Assessor; and thereafter said assessment shall constitute a special assessment against and a lien upon the property located at 410 North Osborne Avenue, Gillette, Wyoming 82716, and legally described as Lot 3, Block 2, Rainbow Addition to the City of Gillette, Wyoming.

PASSED, APPROVED AND ADOPTED this 4th day of April, 2017.



Karlene Abelseh, City Clerk

Louise Carter-King
Louise Carter-King, Mayor



RECORDED
ABSTRACTED
INDEXED
CHECKED

Published: April 12, 2017

1031962 Recorded on 04/24/2017 at 03:16 Fee 18.00
Book 60 of LIENS Pages 364 to 366
Susan F. Saunders, Campbell County Clerk by: L. GROSE



Michael Cole <mikec@gillettewy.gov>

Fwd: Request for Consideration Regarding Outstanding Lien- Boys and Girls Club Property

ADMN ADMN <admn@gillettewy.gov>
To: Michael Cole <MikeC@gillettewy.gov>

Mon, Nov 10, 2025 at 10:05 AM

----- Forwarded message -----

From: **Melissa Sturdevant** <Melissa@erapriority.com>

Date: Mon, Nov 10, 2025 at 9:36 AM

Subject: Request for Consideration Regarding Outstanding Lien- Boys and Girls Club Property

To: lundvalls@gillettewy.gov <lundvalls@gillettewy.gov>

Cc: seanb@gillettewy.gov <seanb@gillettewy.gov>, admn@gillettewy.gov <admn@gillettewy.gov>, Brittney Locken <blocken@bgccampbell.org>

Good Morning Mayor Lundvall, Attorney Sean Brown, and City Administrator Mike Cole,

By way of introduction for Attorney Brown and Administrator Cole: I'm Melissa Lingerfelt, a local REALTOR® and Associate Broker with ERA Priority Real Estate. I've been serving Gillette families for over twenty years and am currently assisting the Boys & Girls Club of Campbell County as the listing agent for the vacant lot referenced below.

For full transparency, I have also included the Club's Executive Director, Brittney Locken, in this email thread.

I hope this message finds you well. I am reaching out on behalf of the Boys & Girls Club of Campbell County regarding the vacant lot that was originally gifted to the Club by the City of Gillette. As you know, the Boys & Girls Club has served as a cornerstone for our youth for decades — offering safety, stability, mentorship, and meaningful support to families in need. They change lives here. And they do it humbly, quietly, and with an incredibly limited operational budget.

This particular property has now become more of a burden than a resource for the Club. The ongoing maintenance, weed control, cleanup, and care required for the lot have continued to strain their already stretched funds. After careful review and thoughtful discussion, the Club made the responsible decision to sell the property and put the proceeds directly back into their programming and day-to-day operational needs.

We currently have a buyer under contract, with closing anticipated this week. The sale price is \$30,000, which would have a significant positive impact—especially right now, heading into the holiday season when demand for youth services and family support typically increases.

However, during the title commitment process, we discovered a \$27,000 lien recorded by the City years ago when a condemned structure was removed. The current Director and Board were unaware of the lien, and there is no record or institutional knowledge of this financial obligation on their end. As it stands today, this lien would leave the Boys & Girls Club with less than \$300 from the sale.

From my professional experience, and more importantly from a human and community standpoint, a gift—particularly one meant to support a charitable organization—carries the spirit of empowerment, goodwill, and partnership. It is given to help, not to hinder. The presence and enforcement of this lien unintentionally conflicts with the very spirit of that original gift.

The Boys & Girls Club is not looking for special treatment—only for the original intent of the gift to be honored. Forgiving the lien would allow the Club to retain the proceeds and reinvest them directly into serving kids here in Gillette. These funds would go to fuel after-school programming, meals, mentorship, athletic programs, tutoring support, and the daily work that keeps our youth safe and supported.

We understand that Council approval may be required and that the next scheduled meeting is not until the 18th. Our purchase contract, however, is up against a closing deadline, and there is no guarantee the buyer will agree to extend. Losing this buyer would be a loss felt directly by the kids and families who depend on the Club.

We are respectfully requesting the City consider forgiving this lien or providing written confirmation that the lien will be released upon closing, so that the sale may proceed without loss to the organization. If there is any way to review this matter prior to the next council meeting—even if just preliminarily—we would be deeply grateful.

I know each of you cares deeply about the well-being of our community. The Club's mission aligns with the very heart of what makes Gillette strong: taking care of one another, supporting our children, and building up those who need it.

Thank you sincerely for your time, your consideration, and everything you do for our city. I am happy to provide documentation, meet in person, join a call, or coordinate with Brittney—whatever is most helpful.

Warm regards,
Melissa Lingerfelt
Associate Broker, ERA Priority Real Estate
(307) 751-6994 | melissa@erapriority.com



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

A Public Hearing to Consider the Sale of a Black 2017 Ford Interceptor SUV to the Town of Ranchester, Wyoming for the total sum of ten dollars (\$10.00).

CASE BACKGROUND:

The City of Gillette, Wyoming, intends to sell the foregoing property to the Town of Ranchester, Wyoming, for the total sum of ten dollars (\$10.00), to be sold "as is" without any express or implied warranties, to another political subdivision of this State. A Public Hearing Notice was published in the Gillette News Record on November 1, November 8, and November 15, 2025 pursuant to Wyoming Statute §15-1-112(b)(i)(C).

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Public Hearing Notice](#)

**NOTICE OF PUBLIC HEARING TO CONSIDER
A SALE OF REAL PROPERTY TO TOWN OF RANCHESTER, WYOMING**

NOTICE IS HEREBY GIVEN, PURSUANT TO Wyoming Statute §15-1-112(b)(i)(C), that the City of Gillette, Wyoming, intends to sell the following property to the Town of Ranchester, Wyoming, for the total sum of ten dollars (\$10.00), to be sold "as is" without any express or implied warranties, to another political subdivision of this State.

<u>DESCRIPTION</u>	<u>APPRAISAL</u>
A black 2017 Ford Interceptor SUV; VIN 1FM5K8AR9HGB83070	\$2,500.00

The City of Gillette has scheduled a public hearing pursuant to Wyoming Statute §15-1-112(b)(i)(C), to consider the sale of property, before the Gillette City Council at 6:00 p.m. on November 18, 2025, in the City Council Chambers of the City of Gillette located at 201 East Fifth Street, Gillette, Wyoming

Dated this 30th day of October, 2025

CITY OF GILLETTE, A Municipal Corporation


Alicia Allen, City Clerk

Publish: November 1, 2025
 November 8, 2025
 November 15, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 2025**

TITLE:

Council Consideration of the Sale of a Black 2017 Ford Interceptor SUV to the Town of Ranchester, Wyoming for the total sum of ten dollars (\$10.00).

SUGGESTED ACTION:

I move to approve the Sale of a Black 2017 Ford Interceptor SUV to the Town of Ranchester, Wyoming for the total sum of ten dollars (\$10.00).

CASE BACKGROUND:

The City of Gillette, Wyoming, intends to sell the foregoing property to the Town of Ranchester, Wyoming, for the total sum of ten dollars (\$10.00), to be sold "as is" without any express or implied warranties, to another political subdivision of this State. A Public Hearing Notice was published in the Gillette News Record on November 1, November 8, and November 15, 2025 pursuant to Wyoming Statute §15-1-112(b)(i)(C).

STAFF REFERENCE:

Sean Brown, City Attorney



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **November 18, 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.