AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

RUARY BELL, Chairman
MARK A. CHRISTENSEN
BOB MAUL
DG REARDON
DEL SHELSTAD

APRIL 2, 2019

09:00 MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE

CONSENT AGENDA
A. Consent Agenda

VOUCHERS
B. Vouchers

PUBLIC COMMENT
C. 9:05 For the Good of the County*

OPEN GOVERNMENT
D. 9:15 County Information - Week of the Young Child
   Holly Rising

REGULAR BUSINESS
E. 9:25 2019 Fireworks Storage Resolution
   Randy Sinclair/John Lavallee
F. 9:30 2019 Fireworks Resolution
   Randy Sinclair/John Lavallee
G. 9:35 Sexual Assault Awareness Month & Denim Day
   Monica Eskew
H. 9:40 Home Health Agency License Application
   Jane Glaser
I. 9:43 Wyoming Department of Health, Amendment Two
   Jane Glaser
J. 9:45 Bennor Estates I&S District Enlargement, Phase I
   Kendra Anderson
K. 9:50 District Support Grant, Bennor Estates I&S
   Kevin King
L. 9:55 District Support Grant, Box N Ranch I&S
   Kevin King
M. 10:00 District Support Grant, Stone Gate I&S
   Kevin King
N. 10:05 Recruitment Consultant Bid Award
   Charlotte Terry
O. 10:10 Resolution for Special Prosecution
   Carol Seeger
P. 10:15 Resolution for Special Prosecution
   Carol Seeger
Q. 10:20 Bond Financing, Basin Electric
   Matthew Kolling/Carol Seeger
R. 10:25 Board Appointments, Interstate Industrial Water & Sewer District
   Carol Seeger
S. 10:30 Board Appointment, Corrections Board
   Robert Palmer

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
T.  10:35 Agreement of Payment Schedule, Blackjewel LLC  Carol Seeger

EXECUTIVE SESSION

U.  10:45 Personnel  Charlotte Terry

ADJOURN

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Consent Agenda

MINUTES
Board of Commissioners Museum Board Meeting, March 12, 2019
Board of Commissioners Morning Workshop, March 14, 2019
Board of Commissioners RFQ Proposals Meeting, March 18, 2019
Board of Commissioners Directors Workshop, March 18, 2019
Board of Commissioners Regular Meeting, March 19, 2019
Board of Commissioners Public Health Board Meeting, March 21, 2019
Board of Commissioners Library Board Meeting, March 25, 2019

PAYROLL PAYMENTS
March 9, 2019
March 23, 2019
March 31, 2019

AGREEMENTS

LINE ITEM TRANSFERS
Assessor’s Office
Transfer $52.36 from 041.6762 Office Furniture & Equipment to 041.6553 Clothing/Uniforms
Fleet
Transfer $800 from 086.6517.2 Staff Development to 086.6517.4 Travel & Transportation
Public Health
Transfer $1,000 from 014.7078 Other Grants Anticipated to 502.6517.2 Staff Development
Transfer $1,500 from 014.7078 Other Grants Anticipated to 502.7192 Trans-Auto & Trucks
Transfer $5,000 from 014.7078 Other Grants Anticipated to 502.7211 Computer Hardware
Transfer $12,500 from 014.7078 Other Grants Anticipated to 502.7238 Miscellaneous
Equipment
Transfer $20,000 from 1.4490 Other Funds & Grants to 1.4386.10504 Dept of Health-
Bioterrorism

MOBILE COMPUTING DEVICE REQUESTS
Parks & Recreation – Parks Supervisor

POSITION VACANCY JUSTIFICATIONS
Children’s Developmental Services – Early Head Start Coordinator
Public Works Facilities – Custodian I
Sheriff’s Office – Detention Officer I-II-III

HAND WARRANTS
State of WY – Department of Revenue & Taxation $66.51
Campbell County Clerk Tax Account 304,219.90
Campbell County Park & Recreation Activity Fund 28.00

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contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
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*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
The following page(s) contain the backup material for Agenda Item: Consent Agenda

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
Office of County Commissioners  
March 19, 2019  
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, March 19, 2019. Chairman Bell called the meeting to order at 9:00 AM. Clark Melinkovich led in prayer and Chairman Bell led the Pledge of Allegiance.

Present were Rusty Bell, Bob Maul, DG Reardon, Del Shelstad, Mark Christensen, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Deputy County Attorney and Robert Palmer, Commissioners Administrative Director.

The following consent agenda was presented:

MINUTES:
Board of Commissioners Directors Workshop, June 18, 2018
Board of Commissioners Planning Commission Workshop, February 21, 2019
Board of Commissioners Parks & Recreation Board Meeting, February 25, 2019
Board of Commissioners Children’s Developmental Services Board Meeting, February 27, 2019
Board of Commissioners Regular Meeting, February 28, 2019

MONTHLY REPORTS:
Clerk’s Office – February 2019
Clerk of District Court – February 2019
Sheriff’s Office – February 2019
Sheriff’s Office, Detention – February 2019
Treasurer’s Office – February 2019

PAYROLL PAYMENTS:
February 23, 2019
February 28, 2019

CANCELLATION/REBATE OF TAXES:
#3944 – 3963

CAPITAL CONTINGENCY REQUEST:
Assessor’s Office – To purchase a HP T2530 36” Post Script Designjet ePrinter w/36” Full Color Scanner in the amount of $7,463 from capital contingency 800.7268

CLASS SPECIFICATIONS:
Airport Executive Director
Children’s Developmental Services Executive Director
Engineer I, II, III
Environmental Services Manager
Information Technology Services Manager
Juvenile Probation Director
Library Executive Director
Parks and Recreation Executive Director
Public Works Executive Director
Road and Bridge Executive Director
Rockpile Museum Director
Weed and Pest Director

LINE ITEM TRANSFERS:

Extension Office - Transfer $234.72 from 104.6282 Airplane, Train, Bus to 104.6281 Automobile; transfer $203.00 from 104.6517.3 Conference, Seminar to 104.6283 Meals and Lodging

Public Works - Transfer $23,740 from 020.7085 Dist. Support Grant to 020.7085.60 Buckskin I&S District; transfer $2,124 from 020.7085 Dist. Support Grant to 020.7085.45 Rozet Ranchettes I&S District

OFFICIAL BOND & OATH:

Board of Cooperative Higher Education Services – Joseph Lawrence

POSITION VACANCY JUSTIFICATIONS:

District Court – Deputy Clerk I

Parks & Recreation – Park Maintenance Technician

SOCIAL MEDIA REQUESTS:

Extension Office – Meredith Hoggatt

VEHICLE BID AWARDS:

Fleet Management - Children’s Developmental Services – Award bid to Elder Equipment for the purchase of a 2020 Type A 28 Passenger Bus in the amount of $68,345; State Lands & Investment Board $48,800 and Campbell County $19,545.

Sheriff’s Office – Requesting to retract the earlier bid and award Veto Enterprises in the amount of $29,850 for the purchase of a 2019 Ram 1500 SSV pick-up.

VEHICLE TRANSFERS

Transferring a 2009 Freightliner CL from Campbell County to the Joint Powers Fire Board with a $20,000 value.

HAND WARRANTS:

Blue Cross Blue Shield of Wyoming $834.30
Campbell County Clerk Tax Account 315,234.15
Campbell County Park & Recreation Activity Fund 28.00
Campbell County Treasurer – HSA 39,118.01
Campco Federal Credit Union 1,226.01
Circuit Court of Campbell County 342.76
Great West Trust Company 40,002.29
Wyoming Child Support 1,418.89
CCCBT 194,188.74
CCEHBTA – Health 653,698.00
CCEHBTA – Dental 42,417.60
Delta Dental Plan of Wyoming 2,012.40

Commissioner Christensen moved to approve all items of the Consent Agenda as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Public comment was given by Phil Christopherson on the Vision 2020 plan that was created 20 years ago and the creation of Vision 2040.

The Commissioners recognized Sarah Knoll, with the Children’s Developmental Services (CDS-CC) of Campbell County, for receiving the Most Valuable Personnel (MVP) Award.
Commissioner Christensen moved to take under advisement the recommendation of the Campbell County Community Advocacy, Resources, Education (CARE) Board to have the Council of Community Services apply and manage the Community Services Block Grant (CSBG) funding for Campbell County. Commissioner Reardon seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to approve the distribution of the Request for Proposal for Substance Abuse Treatment Services on behalf of the Campbell County Adult Treatment Courts Program, as presented. Commissioner Christensen seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to concur with the recommendation by the Wyoming Department of Transportation to award Phase II of the North Garner Lake Road Reconstruction Project to Simon Contractors in the amount of $11,156,228, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Christensen moved to approve the Joint Development Review Area Agreement between Campbell County and the City of Gillette, as amended. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Christensen moved to award the Gillette College Soccer Complex Project to Powder River Construction, Inc., in the amount of $1,658,433.60, as presented. Commissioner Maul seconded the motion. Commissioner Reardon -Aye, Commissioner Shelstad -Aye, Commissioner Christensen -Aye, Commissioner Maul – Nay, Chairman Bell – Aye. Carried.

Commissioner Christensen moved to table the Amended Agreement for Payment of Title 25 Services between Campbell County and Campbell County Health, until the April 16, 2019 Commissioners Meeting. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to approve the Agreement of Purchase and Sale between Campbell County and Magna Real Estate Development, LLC for the purchase of real property described as 5901 and 5903 Hannum Road, Gillette, WY, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the submission of a Strategic Prevention Framework Partnerships for Success (SPF-PFS) grant application on behalf of the Campbell County Public Health Department to the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, upon a thorough internal review and concurrence by staff prior to the March 29, 2019 deadline, as presented. Commissioner Reardon seconded the motion. All Voted-Aye. Carried.

The Public Hearing scheduled for 10:15 AM was heard at 10:45 AM. The purpose of the hearing was for public comment on Resolution 2001 in support of the submission of a grant application to the Wyoming Business Council for the renovation and remodel of CAM-PLEX Energy Hall and Heritage Center.
Commissioner Shelstad moved to approve Resolution 2001 in support of the submission of an application to the Wyoming Business Council under the Business Ready Community Grant and Loan Program for a Community Readiness Project Loan in the amount of $2,000,000 on behalf of the Governing Board of the Campbell County Public Land Board for the renovation and remodel of CAM-PLEX Energy Hall and Heritage Center, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to allow David Bauer and the Energy Addicts organization to work with the Campbell County Parks & Recreation and Public Works Department to access the County Centennial Section to determine the feasibility of a public trails system, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

A workshop was held on the Saddle Butte Pipeline Project.

Commissioner Christensen moved to approve the Road Maintenance Agreement between Campbell County and Saddle Butte Powder Flats Midstream, LLC on the construction of pipeline which will cross and/or access Campbell County roads, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to convene into an Executive Session to discuss Pending Litigation. Commissioner Christensen seconded the motion. All Voted-Aye. Carried.

The Board reconvened into their regular meeting at 12:15 PM.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 12:15 PM. The next regular meeting of the Commissioners will be held Tuesday, April 2, 2019, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, Clerk
Board of County Commissioners

Rusty Bell, Chairman
Board of County Commissioners
Office of County Commissioners  
March 14, 2019  
Gillette, WY

Commissioners Workshop

The Campbell County Board of Commissioners met for a Commissioners Workshop, Thursday, March 14, 2019 at 10:30 AM.

Present were Mark Christensen, Rusty Bell, Del Shelstad, Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Ivy McGowan-Castleberry, Public Information Coordinator, Charlotte Terry, HR Director, Carol Seeger, Deputy County Attorney and Robert Palmer, Commissioners Administrative Director. DG Reardon, Commissioner, was absent from the meeting.

Commissioner Shelstad moved to approve the following hand warrant for the Clerk’s Office: First National Bank Visa, $17.98. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the following Position Vacancy Justifications: Cam-Plex – Administrative Assistant I; Cam-Plex – Event Custodian; County Clerk – Deputy Clerk. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the following Sick Leave Transfer Requests: Transfer of 28 hours from employee #103771 to employee #624147; transfer of 12 hours from employee #314430 to employee #624147. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Robert Palmer, Commissioners Administrative Director, discussed the agenda items for the March 19, 2019 regular meeting.

Carol Seeger, Deputy County Attorney, arrived at the meeting at 10:45 AM.

Commissioner Maul moved to convene into an Executive Session for pending litigation and property acquisition. Commissioner Christensen seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon was present, via telephone, for the Executive Session.

Carol Seeger and Chairman Bell left the meeting at 11:25 AM, during the Executive Session.

Commissioner Reardon left the meeting at 11:30 AM, when the Executive Session ended.

The Board reconvened into their Workshop at 11:30 AM.

Discussion was held on the sound system at the Senior Center.

Discussion was held with Tony Knievel, Chief Surveyor, regarding GIS summer interns, he also
provided an update on scanning the county plats.

An update was provided on the bids for the soccer field.

Robert Palmer, Commissioners Administrative Director, discussed the Fiscal Year 2019-2020 budget.

There being no further action to come before the Board, the meeting was adjourned at 12:00 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Rusty Bell, Chairman
Board of County Commissioners
The Campbell County Board of Commissioners met with the Museum Board, Tuesday, March 12, 2019 at 6:00 PM.

Present were Rusty Bell, Del Shelstad, Mark Christensen and Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Shelly Edwards, Finance Manager and Robert Palmer, Commissioners Administrative Director. Commissioner DG Reardon was absent from the meeting.

Robert Henning, Museum Director, provided an update on the Museum’s upcoming spring events.

Discussion was held on budget preparation for Fiscal Year 2019-2020.

Commissioner Mark Christensen arrived at the meeting at 6:40 PM.

Discussion was held on collection and artifact storage and parking at the Museum.

Discussion was held on Board Member Training that will be held March 20 and March 21, 2019, that the City of Gillette is sponsoring.

No action was taken at the Museum Board meeting, the Commissioners left the meeting at 7:20 PM.

______________________________  ___________________________________
Susan F. Saunders, Clerk          Rusty Bell, Chairman
Board of County Commissioners     Board of County Commissioners
Office of County Commissioners  
March 18, 2019  
Gillette, WY

The Campbell County Board of Commissioners met to review the RFQ Proposals for the open positions of Commissioner’s Administrative Director and the Human Resource Director, Monday, March 18, 2019 at 11:30 AM.

Present were Mark Christensen, Rusty Bell, Del Shelstad, Bob Maul, DG Reardon Commissioners; Susan F. Saunders, County Clerk; Charlotte Terry, HR Director and Robert Palmer, Commissioners Administrative Director.

It was the consensus of the Board to select a recruiting firm to assist in the selection of the Commissioner’s Administrative Director and to start searching locally for the Human Resource Director.

There being no further action to come before the Board, the meeting was adjourned at 12:30 PM.

Susan F. Saunders, Clerk  
Board of County Commissioners

Rusty Bell, Chairman  
Board of County Commissioners
Office of County Commissioners  
March 18, 2019  
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, March 18, 2019 at 1:30 PM.

Present were Rusty Bell, Del Shelstad, Mark Christensen, Bob Maul, DG Reardon, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Deputy County Attorney; Charlotte Terry, HR Director; Kevin King, Public Works Director; JR Bailey, Juvenile & Family Drug Court Probation Officer; Terri Lesley, Library Director; Jane Glaser, Public Health Director; Bob Tranas, Children’s Developmental Services Director; Quade Schmelzle, Weed and Pest Director; Bobbi Jo Heald, Fair Coordinator; Michelle Pierce, Extension Office Community Development Educator; JR Fox, Interim Fire Chief; Jeff Esposito, Cam-Plex Director; Robert Henning, Museum Director; Kevin Geis, Road and Bridge Director; Ivy McGowan-Castleberry, Public Information Coordinator and Robert Palmer, Commissioners Administrative Director.

The Directors provided updates and information on the program of work from their respective offices.

There being no further action to come before the Board, the meeting was adjourned at 2:45 PM.

Susan F. Saunders, Clerk  
Board of County Commissioners  

Rusty Bell, Chairman  
Board of County Commissioners
The Campbell County Board of Commissioners attended the Public Health Board meeting, Thursday, March 21, 2019 at 6:00 PM.

Present were Rusty Bell, Mark Christensen, DG Reardon, and Bob Maul, Commissioners; Susan F. Saunders, County Clerk. Del Shelstad, Commissioner and Robert Palmer, Commissioners Administrative Director were absent from the meeting.

Travis Sylvestri provided a presentation on Collective Impact, an app for suicide screening.

Jane Glaser, Public Health Director provided updates on prevention management, the Staff Nurse and Communicable Disease Nurse positions and on the vaccinations at the schools.

No action was taken at the Public Health Board meeting and the Commissioners left the meeting at 7:45 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Rusty Bell, Chairman
Board of County Commissioners
Office of County Commissioners  
March 25, 2019  
Gillette, WY

The Campbell County Board of Commissioners met with the Library Board, Monday, March 25, 2019 at 4:00 PM.

Present were Rusty Bell, Mark Christensen, Del Shelstad, DG Reardon, Commissioners; Susan F. Saunders, County Clerk; Shelly Edwards, Finance Manager. Bob Maul, Commissioner and Robert Palmer, Commissioners Administrative Director were absent from the meeting.

An update was provided on FY 2019/2020 budget requests.

Discussion was held on the possible expansion of the library.

No action was taken at the Library Board meeting and the Commissioners left the meeting at 5:00 PM.

Susan F. Saunders, Clerk  
Board of County Commissioners

Rusty Bell, Chairman  
Board of County Commissioners
March 15, 2019

Campbell County Clerk of District Court
ATTN: Cheryl Chitwood
500 South Gillette
Gillette, WY 82717

RE: 2018-2019 CDC Agreement with Wyoming Department of Family Services Child Support Enforcement

Dear Ms. Chitwood:

Per my email regarding resigning due to the change of our Director, please 2018-2019 Clerk of District Court Cooperative Agreement for your signature.

Should you have any questions or concerns regarding the agreement contents, please contact Nina Henry, the contract manager at (307)777-7328 or via email at Nina.Henry@wyo.gov.

Thank you for your anticipated cooperation in this matter,

Sincerely,

Nina Henry
Tax Offset & FIDM Coordinator

Nh/
Enclosure: as stated
COOPERATIVE AGREEMENT FOR RESPONSIBILITIES BETWEEN
THE WYOMING DEPARTMENT OF FAMILY SERVICES
CHILD SUPPORT ENFORCEMENT
AND
CAMPBELL COUNTY CLERK OF DISTRICT COURT

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Family Services, whose address is 2300 Capitol Ave, Hathaway Bldg., 5th Flr., Ste. C, Cheyenne, Wyoming 82002-0490 (DFS), and the Campbell County Clerk of the District Court (CDC), whose address is 500 South Gillette, Gillette, Wyoming 82717.

2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the mutual responsibilities between DFS and CDC except receipt and distribution of payments, according to federal law, rules, and policies regarding Title IV-D of the Social Security Act, as amended.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from July 1, 2018 or the Effective Date, whichever is later, through June 30, 2019. All services shall be completed during this term. There is no right or expectation of extension and any extension will be determined at the discretion of DFS.

4. **Payment.** DFS and CDC agree there shall be no payment to CDC for services described herein.

5. **Responsibilities of CDC.** Subject to available funding and staffing, the CDC shall:

   A. Use the automated statewide child support computer system, known as POSSE, as the exclusive system to:

   (i) Enter all child support orders and/or divorce decrees which specify payment of child or medical support whether the case is IV-D or non-IV-D.

   (ii) Enter all modifications to child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or non-IV-D.

   (iii) Enter all abatements concerning child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or non-IV-D.

   (iv) Enter all necessary information, including social security number, residential and mailing addresses, telephone numbers, and driver's license number, as well as the name, address and telephone number of any employers, for each
party to any paternity or child support proceedings upon entry of an order and to update this information when informed of changes.

(v) Enter all voluntary paternity acknowledgments and all adjudications of paternity by judicial processes, including non-IV-D cases.

B. Provide customer service and furnish information to any custodial parent involved in a child support case, in a timely manner, when requests are made regarding the status of child support payments and/or child support arrearages.

C. Collect payments of District Court filing fee of fifty dollars ($50.00) for any Title IV-D case filed with the CDC, in addition to twenty-five dollars ($25.00) court automation fee and ten dollars ($10.00) indigent civil service fees.

D. All questions regarding IV-D child support payments or non IV-D wage withholding payments on orders entered after January 1, 1994 may be referred to the State Single Address Location. Enforcement questions may be referred to the appropriate enforcement district.

E. Provide up-to-date reporting of child support data to the Court, as required by the Court.

F. Cooperate with DFS and state enforcement districts to meet federal child support enforcement requirements.

G. Assure that all personnel authorized access to POSSE sign a Statement of Confidentiality Form (Attachment A), Non-Disclosure Oath and Certification on Need to Know Parental Obligation System For Support Enforcement (POSSE) (Attachment B), Statement of Disclosure (Attachment C), Electronic Transmission of Federal Tax Information (FTI) Policy (Attachment D) and IRS Video – Statement of Completion (Attachment E), which are all attached to and incorporated into this Agreement by this reference and which shall be forwarded to DFS.

H. Ensure that all program personnel handling money are covered by fidelity bonding insurance.

6. Responsibilities of DFS. DFS agrees to:

A. The State will maintain computer hardware and Parental Obligation System for Support Enforcement (POSSE) within each CDC office to afford the court ready access to child support enforcement data. CDC may retain these resources as long as the Agreement remains in force.

B. Provide computer hardware and software for CDC use, in support of POSSE, as long as the Agreement is in effect.
C. Cooperate responsively with CDC regarding all elements of this Agreement,

D. Respond as soon as practicable to CDC reports of POSSE system problems.

E. Provide POSSE computer hardware and software upgrades as needed.

F. Provide training on POSSE or computer hardware applications as needed.

G. Ensure equipment provided to CDCs by DFS is maintained on DFS inventory system.

7. **Special Provisions.**

A. **CDC’s Employee’s Requirements.** In performance of this Agreement, the CDC agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(i) All work will be performed under the supervision of the CDC or the CDC’s responsible employees.

(ii) Any federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the CDC is prohibited.

(iii) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(iv) No work involving returns and return information furnished under this Cooperative Agreement will be subcontracted without prior written approval of the IRS.

(v) The CDC will maintain a list of employees authorized access. Such list will be provided to DFS and, upon request, to the IRS reviewing office.

(vi) DFS will have the right to void the Cooperative Agreement if the CDC fails to provide the safeguards described above.

B. **Criminal/Civil Sanctions**
(i) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars ($5,000.00) or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars ($1,000.00) with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(ii) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars ($1,000.00) or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of one thousand dollars ($1,000.00) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(iii) Additionally, it is incumbent upon the CDC to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to CDCs by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a CDC, who by virtue of his/her employment or official position, has possession of or access to DFS records which contain individually identifiable information, the disclosure of which is prohibited
by the Privacy Act or regulations established thereunder, and who knowing
that disclosure of the specific material is so prohibited, willfully discloses
the material in any manner to any person or agency not entitled to receive it,
shall be guilty of a misdemeanor and fined not more than five thousand
dollars ($5,000.00).

(iv) Granting a CDC access to FTI must be preceded by certifying that each
individual understands DFS’s security policy and procedures for
safeguarding IRS information. CDCs must maintain their authorization to
access FTI through annual recertification. The initial certification and
recertification must be documented and placed in DFS’s files for review. As
part of the certification and at least annually afterwards, CDCs should be
advised of the provisions of IRC Sections 7431, 7213, and 7213A (see
Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of
Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized
Disclosure of Information). The training provided before the initial
certification and annually thereafter must also cover the incident response
policy and procedure for reporting unauthorized disclosures and data
breaches. (See Section 10) For both the initial certification and the annual
certification, the CDC should sign, either with ink or electronic signature, a
confidentiality statement certifying their understanding of the security
requirements.

C. **Inspection.** The IRS and DFS shall have the right to send its officers and
employees into the offices and plants of the CDC for inspection of the facilities and
operations provided for the performance of any work under this Agreement. On the
basis of such inspection, specific measures may be required in cases where the CDC
is found to be noncompliant with Cooperative Agreement safeguards.

8. **General Provisions**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this
Agreement which are mutually agreed upon by the parties to this Agreement shall
be incorporated by written instrument, executed by all parties to this Agreement.

B. **Americans with Disabilities Act.** The CDC shall not discriminate against a
qualified individual with a disability and the parties shall comply with the
properly promulgated rules and regulations related thereto.

C. **Applicable Law, Rules of Construction, and Venue.** The construction,
interpretation, and enforcement of this Agreement shall be governed by the laws
of the State of Wyoming, without regard to conflicts of law principles. The terms
“hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer
to this Agreement as a whole and not to any particular provision or part. The
Courts of the State of Wyoming shall have jurisdiction over this Agreement and
the parties. The venue shall be the First Judicial District, Laramie County,
Wyoming.

D. Assignment Prohibited and Agreement Shall Not be Used as Collateral.
Neither party shall assign or otherwise transfer any of the rights or delegate any of
the duties set out in this Agreement without the prior written consent of the other
party. The CDC shall not use this Agreement, or any portion thereof, for
collateral for any financial obligation without the prior written permission of DFS.

E. Audit and Access to Records. DFS and its representatives shall have access to any
books, documents, papers, electronic data, and records of the CDC which are
pertinent to this Agreement. The CDC shall immediately, upon receiving written
instruction from DFS, provide to any independent auditor or accountant all books,
documents, papers, electronic data and records of the CDC which are pertinent to
this Agreement. The CDC shall cooperate fully with any such independent auditor
or accountant during the entire course of any audit authorized by DFS.

F. Availability of Funds. Each payment obligation of DFS is conditioned upon the
availability of government funds which are appropriated or allocated for the
payment of this obligation and which may be limited for any reason including, but
not limited to, congressional, legislative, gubernatorial, or administrative action. If
funds are not allocated and available for continued performance of the Agreement
the Agreement may be terminated by DFS at the end of the period for which the
funds are available. DFS shall notify the CDC at the earliest possible time of the
services which will or may be affected by a shortage of funds. No penalty shall
accrue to DFS in the event this provision is exercised, and DFS shall not be
obligated or liable for any future payments due or for any damages as a result of
termination under this section.

G. Award of Related Agreements. DFS may award supplemental or successor
Agreements for work related to this Agreement, or may award Agreements to other
contractors for work related to this Agreement. The CDC shall cooperate fully
with other CDCs and DFS in all such cases.

H. Certificate of Good Standing. The CDC shall provide to DFS a Certificate of
Good Standing from the Wyoming Secretary of State, or other proof that CDC is
authorized to conduct business in the State of Wyoming, if required, before
performing work under this Agreement. CDC shall ensure that all annual filings
and corporate taxes due and owing to the Secretary of State’s office are up-to-date
before signing this Agreement.

I. Compliance with Laws. The CDC shall keep informed of and comply with all
applicable federal, state, and local laws and regulations, and all executive orders in
the performance of this Agreement.
J. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the CDC in the performance of this Agreement shall be kept confidential by the CDC unless written permission is granted by DFS for its release. If and when CDC receives a request for information subject to this Agreement, CDC shall notify DFS within ten (10) days of such request and shall not release such information to a third party unless directed to do so by DFS.

K. ** Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Attachment A, Statement of Confidentiality, consisting of one (1) page; Attachment B, Non-Disclosure Oath and Certification of Need, consisting of four (4) pages; Attachment C, Conflict of Interest Disclosure, consisting of one (1) page; Attachment D, Electronic Transmission of Federal Tax Information (FTI) Policy, consisting of one (1) page; Attachment E, IRS Video – Statement of Completion, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and Agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

L. **Ethics.** CDC shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing CDC’s profession.

M. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by DFS and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

N. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, 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.
O. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

P. **Independent Contractor.** The CDC shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the CDC shall be free from control or direction over the details of the performance of services under this Agreement. The CDC shall assume sole responsibility for any debts or liabilities that may be incurred by the CDC in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the CDC or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or DFS or to incur any obligation of any kind on the behalf of the State of Wyoming or DFS. The CDC agrees that no health/hospitalization benefits, workers’ compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the CDC or the CDC’s agents or employees as a result of this Agreement.

Q. **Nondiscrimination.** The CDC shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

R. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

S. **Ownership and Destruction of Documents and Information.** DFS owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Agreement in the performance of this Agreement. Upon termination of services, for any reason, CDC agrees to return all such original and derivative information and documents to DFS in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon DFS’s verified receipt of such information, CDC agrees to physically and electronically destroy any residual DFS-owned data, regardless of format, and any other storage media or areas containing such information. CDC agrees to provide written notice to DFS confirming the destruction of any such residual DFS-owned data.

T. **Patent or Copyright Protection.** The CDC recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the CDC or its subcontractors will violate any such restriction. The CDC shall defend and indemnify DFS for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

U. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

V. **Insurance Coverage.** The CDC shall maintain the following insurance:

(i) **Commercial General Liability Insurance.** Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

(a) $250,000.00 per claimant; and

(b) $500,000.00 for all claims/claimants under Wyo. Stat § 1-39-118.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

X. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the CDC, shall identify DFS as the sponsoring agency and shall not be released without prior written approval from DFS.

Y. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

Z. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and DFS expressly reserve sovereign immunity by entering into this Agreement and the CDC expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other
applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

AA. **Taxes.** The CDC shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

BB. **Termination of Agreement.** This Agreement may be terminated, without cause, by DFS upon thirty (30) days written notice. This Agreement may be terminated by DFS immediately for cause if the CDC fails to perform in accordance with the terms of this Agreement.

CC. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

DD. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

EE. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

FF. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

GG. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the CDC of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to DFS.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**
9. **Signatures.** The parties to this, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**Department of Family Services**

Thomas O. Forslund, Director  

---

Kristie Arneson, Senior Administrator,  
Economic Security Division  

---

**Campbell County Board of County Commissioners**

Garry A. Becker, M.D. Chairman  
Rusty Bell

---

**Campbell County Attorney**

Ron Wirthwein  

3/26/19

---

**Campbell County Clerk of the District Court**

Cheryl Chitwood  

3/26/19

---

**Attorney General's Office Approval as to Form**

Margaret A.R. Schwartz, Assistant Attorney General  

Mar. 1, 2019
TO: Board of Commissioners  
FROM: Campbell County Assessor's  
DATE: 3-25-2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>52.36</td>
<td>041.6762</td>
</tr>
</tbody>
</table>

Explanation: Please transfer the funds for the need of the Clothing/Uniforms asset for new employee for Oil & Gas Safety clothing.

[Signature]
TO: Board of Commissioners
FROM: Fleet Operating
DATE: 03/26/19
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$800.00</td>
<td>086.6517.2</td>
</tr>
</tbody>
</table>

Explanation: Purchased an airline ticket to pick up a vehicle
TO: Board of Commissioners  
FROM: Public Health  
DATE: 03/25/19  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Account #</td>
</tr>
<tr>
<td>$1,000</td>
<td>014.7078</td>
</tr>
<tr>
<td>$1,500</td>
<td>014.7078</td>
</tr>
<tr>
<td>$5,000</td>
<td>014.7078</td>
</tr>
<tr>
<td>$12,500</td>
<td>014.7078</td>
</tr>
<tr>
<td>$20,000</td>
<td>1.4490</td>
</tr>
</tbody>
</table>

Explanation: Additional Funding - Approved meeting 2/5/19
APPENDIX I

Campbell County

Mobile Computing Device Request

This form is to be used to request access to the Campbell County Network for use by a mobile computing devise. This device may be a personally owned device or a County owned device. Requests for the authorization to purchase a County owned device should be made through the budget process. This form also acknowledges your understanding and acceptance of the Campbell County Personnel Guideline 507. Electronic Data and Voice Communications Equipment Use.

Employee Information

Name: Roy Holdeman
Employee #: [Redacted]
Title: Parks Supervisor
Department: CC Parks and Recreation
Supervisor Name: Kevin Geer

Type of Device access is being requested for: Outlook for phone
Owner of the device (i.e. Personal, County owned): Personal
Level of Access Requested: Check email

Justification: Roy was promoted to the Parks Supervisor and would like to get email on his phone.

Department Head Approval

I hereby request the employee named above be given access to the Campbell County Network based on the information provided above.

Signature: [Signature] Date: 3-26-19

<table>
<thead>
<tr>
<th>Date of Approval:</th>
<th>Date of Denial:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason for Action:</td>
<td></td>
</tr>
<tr>
<td>Commissioner Signature:</td>
<td></td>
</tr>
</tbody>
</table>
PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

March 9, 2019
March 23, 2019
March 31, 2019

We do hereby approve the County Payroll as presented this 2 day of April, 2019

Member

Member

Member

Member

Chairman
# POSITION VACANCY JUSTIFICATION

<table>
<thead>
<tr>
<th>Department:</th>
<th>Children’s Developmental Services</th>
<th>Date:</th>
<th>3/26/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position Title:</td>
<td>Early Head Start Coordinator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classification Band:</td>
<td>65/29</td>
<td>Current Salary:</td>
<td>$69,175.70</td>
</tr>
<tr>
<td>Salary Range:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum:</td>
<td>$55,972.80</td>
<td>Mid-Point:</td>
<td>$67,184.00</td>
</tr>
<tr>
<td>Position Justification:</td>
<td>To coordinate, implement and supervise a comprehensive Early Head start program in compliance with both Federal and State regulations under the Head Start Program Performance Standards; collaborate with the early Childhood Coordinator and early Intervention Coordinator.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Termed Incumbent:</td>
<td>[Redacted]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Originated:</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Source for Position:</th>
<th>County</th>
<th>X</th>
<th>State</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Federal</td>
<td>X</td>
<td>Other</td>
<td>(Please explain)</td>
</tr>
<tr>
<td>Classification:</td>
<td>Full Time</td>
<td>X</td>
<td>Part Time</td>
<td></td>
</tr>
<tr>
<td>Exempt</td>
<td>X</td>
<td>Non-Exempt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Vacancy:</td>
<td>Resigned</td>
<td>X</td>
<td>Terminated</td>
<td>New Hire</td>
</tr>
<tr>
<td>Exempt</td>
<td>Non-Exempt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing Budgeted Position:</td>
<td>Yes</td>
<td>X</td>
<td>No</td>
<td>If No, Please explain:</td>
</tr>
<tr>
<td>Benefit Eligible:</td>
<td>Yes</td>
<td>X</td>
<td>No</td>
<td>Please explain:</td>
</tr>
</tbody>
</table>

| Department Head Signature: | [Signature] |
| Commissioner Approval: | |

Routing: Original: HR for review; HR forward to Commissioners’ for approval & signature; return to HR; HR file and make copy to send to requesting department.
### POSITION VACANCY JUSTIFICATION

<table>
<thead>
<tr>
<th>Department</th>
<th>Public Works Facilities</th>
<th>Date:</th>
<th>3/14/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position Title:</td>
<td>Custodian I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classification Band:</td>
<td>13</td>
<td>Current Salary:</td>
<td>$14.47 / hour Yearly $30,097.60</td>
</tr>
<tr>
<td>Salary Range:</td>
<td>$13.16 to $18.41</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum</td>
<td>$13.16</td>
<td>Mid-Point:</td>
<td>$15.79 Yearly $32,188.00</td>
</tr>
<tr>
<td></td>
<td>Yearly $27,372.80</td>
<td>Maximum:</td>
<td>$18.41 Yearly $38,292.80</td>
</tr>
<tr>
<td>Position Justification:</td>
<td>Full time Custodian I position wherein employee is terminating employment on March 22, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Termed incumbent:</td>
<td>[Redacted]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Originated:</td>
<td>Budgeted Position for fiscal year 2018-2019</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Source for Position:</th>
<th>County</th>
<th>X</th>
<th>State</th>
<th>Federal</th>
<th>Other</th>
<th>(Please explain)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Classification:</th>
<th>Full Time</th>
<th>X</th>
<th>Part Time</th>
<th>Number of Hours</th>
<th>2080 hrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Exempt</td>
<td></td>
<td>Non-Exempt</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for Vacancy:</th>
<th>Resigned</th>
<th>X</th>
<th>Terminated</th>
<th>New Hire</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Other: Voluntary termination</td>
<td>Exempt</td>
<td></td>
<td>Non-Exempt</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Existing Budgeted Position:</th>
<th>Yes</th>
<th>X</th>
<th>No</th>
<th>If No, Please explain:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Benefit Eligible:</th>
<th>Yes</th>
<th>X</th>
<th>No</th>
<th>Please explain:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Department Head Signature:</th>
<th>[Signature]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner Approval:</td>
<td></td>
</tr>
</tbody>
</table>

Routing: Original: HR for review; HR forward to Commissioners’ for approval & signature; return to HR; HR file and make copy to send to requesting department.
**POSITION VACANCY JUSTIFICATION**

<table>
<thead>
<tr>
<th>Department:</th>
<th>Sheriff's Office</th>
<th>Date:</th>
<th>March 15, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position Title:</td>
<td>Detention Officer I-II-III</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classification Band:</td>
<td>52/23, 56/25, 58/26</td>
<td>Current Salary:</td>
<td>$55,536</td>
</tr>
<tr>
<td>Salary Range:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum:</td>
<td>$40,601.60</td>
<td>Mid-Point:</td>
<td>$56,513.60</td>
</tr>
<tr>
<td>Position Justification:</td>
<td>Replacing Detention Officer I - Detention Corporal position will be filled by promoting a current employee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Termed incumbent:</td>
<td>[redacted]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Originated:</td>
<td>In budget</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Source for Position:</th>
<th>County</th>
<th>X</th>
<th>State</th>
<th>WIC Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Federal</td>
<td></td>
<td>Other</td>
<td>(Please explain)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Classification:</th>
<th>Ck applicable</th>
<th>Full Time</th>
<th>X</th>
<th>Part Time</th>
<th>Number of Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Exempt</td>
<td>Non-Exempt</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for Vacancy:</th>
<th>Resigned</th>
<th>X</th>
<th>New Position</th>
<th>Retired</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Existing Budgeted Position:</th>
<th>Yes</th>
<th>X</th>
<th>No</th>
<th>If No, Please Explain:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Benefit Eligible:</th>
<th>Yes</th>
<th>X</th>
<th>No</th>
<th>Please explain: Full-Time</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Department Head Signature:</th>
<th>[signature]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner Approval:</td>
<td></td>
</tr>
</tbody>
</table>

Routing: Original: HR for review; HR forward to Commissioners' for approval & signature; return to HR; HR file and make copy to send to requesting department.
*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.

The following page(s) contain the backup material for Agenda Item: **9:15 County Information - Week of the Young Child**
WHEREAS, the Campbell County Interagency Coordinating Council, Children’s Developmental Services, Campbell County Quality Child Care Partnership, Gillette Early Child Care Association, local preschool and family care facilities, and other State and Local Organizations, in conjunction with Campbell County Commissions and the National Association for the Education of Young Children (NAEYC), are celebrating the **Week of the Young Child™**, April 7th – April 13th, 2019.

WHEREAS, these organizations are working to promote and inspire high quality early childhood experiences for our state’s youngest citizens, that can provide a foundation of learning and success for children in Campbell County, Wyoming; and surrounding cities.

WHEREAS, teachers and others who work with or on behalf of young children birth through age six, who make a difference in the lives of young children in Campbell County deserve thanks and recognition for the time they have devoted to the success of the young children in our communities.

WHEREAS, public policies that support early learning for all young children are crucial to young children’s futures and to the prosperity of our society.

NOW, THEREFORE, BE IT RESOLVED, that the Campbell County Board of Commissioners do hereby proclaim April 7-13, 2019, as the Week of the Young Child in Campbell County, Wyoming and encourage all citizens to work to make a good investment in early childhood in Campbell County, Wyoming.

RESOLVED this 2nd day of April, 2019.

**BOARD OF COUNTY COMMISSIONERS**

**CAMPBELL COUNTY, WYOMING**

_______________________________  _________________________________
Rusty Bell, Chairman  Mark A. Christensen

_____________________________
Bob Maul  D.G. Reardon

_____________________________
Del Shelstad  ATTEST: _______________________________

Susan F. Saunders, County Clerk
The following page(s) contain the backup material for Agenda Item: **9:25 2019 Fireworks Storage Resolution**

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
BE IT RESOLVED, by the Board of County Commissioners, Campbell County, Wyoming, that the enforcement of the prohibition of the storage of fireworks as provided by Resolution of this Board dated July 9, 1985, shall be stayed for the period from and after June 1, 2019, to and including May 31, 2020.

BE IT FURTHER RESOLVED, that the storage of fireworks in Campbell County is subject to compliance with all rules and regulations adopted by the Campbell County Joint Powers Fire Board.

BE IT FURTHER RESOLVED, that this suspension will be reviewed with the Campbell County Fire Department no later than June 2019 for determination of compliance by permittees and advisability of continuing the suspension.

RESOLVED this 2nd day of April, 2019.

BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

______________________________       ________________________________
Rusty Bell, Chairman                      Mark A. Christensen

______________________________       ________________________________
Bob Maul                                D.G. Reardon

______________________________       ATTEST: ________________________________
Del Shelstad                             Susan F. Saunders, County Clerk
*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
BE IT RESOLVED, by the Board of County Commissioners, Campbell County, Wyoming, that enforcement of the prohibition of the sale and use of fireworks as provided by Resolution of this Board dated July 9, 1985, shall be stayed for the period from and after 12:01 a.m., June 21, 2019, to and until 10:00 p.m., July 5, 2019.

BE IT FURTHER RESOLVED, that the control and regulation of fireworks is to remain contingent upon weather conditions and fire conditions which may require future consideration; and

BE IT FURTHER RESOLVED, that the sale and use of fireworks during the time periods outlined above, shall be limited by the following terms and conditions:

1. No fireworks shall be ignited within 100 feet of a residence.
2. Any fireworks ignited shall be done so that it does not cause a fire.
3. Possession, sale, or use of fireworks commonly referred to as “pop bottle rockets” is prohibited.
4. All fireworks shall be banned on Public Land Board grounds during the week of July 1st, except for the display presented by Campbell County Parks & Recreation.
5. All Fireworks vendors must register and provide contact information with the Campbell County Fire Department.

BE IT FURTHER RESOLVED, that from and after 10:00 p.m., July 5, 2019, the prohibition prescribed by the Resolution of July 9, 1985, shall be in full force and effect.

RESOLVED this 2nd day of April, 2019.

BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

______________________________  ________________________________
Rusty Bell, Chairman                Mark A. Christensen

______________________________  ________________________________
Bob Maul                             D.G. Reardon

______________________________  ________________________________
Del Shelstad                         ATTEST: _____________________________
                                      Susan F. Saunders, County Clerk
The following page(s) contain the backup material for Agenda Item: 9:35 Sexual Assault Awareness Month & Denim Day

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
WHEREAS, the United States Government has declared April as “Sexual Assault Awareness Month” and Peace Over Violence Education Campaign has declared April 24, 2019 as “Denim Day” across America; and

WHEREAS, both events are intended to draw attention to the fact that sexual assault remains a serious issue in our society, 82% of sexual assaults committed by a friend or acquaintance are not reported to law enforcement; and

WHEREAS, harmful attitudes about sexual assault allow these crimes to persist and allow victim/survivors to be re-victimized; and

WHEREAS, “Sexual Assault Awareness Month” and “Denim Day” were also instituted to call attention to misconceptions and misinformation about sexual violence, and the problem that many in society remain disturbingly uninformed with respect to issues of sexual assault; and

WHEREAS, every two minutes, someone in America is sexually assaulted, approximately 1-in-5 women are sexually assaulted during their lifetime and youths under 18 account for about 44% of all reported; and

WHEREAS, with proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and

WHEREAS, the members of the Campbell County Board of Commissioners strongly support efforts by the Campbell County Attorney’s Crime Victim Office, Gillette Police Department Advocates, and the Gillette Abuse Refuge Foundation (GARF) to educate persons in our community about the true impact of sexual assault in Campbell County Wyoming.

NOW, THEREFORE BE IT RESOLVED that the Campbell County Board of Commissioners does hereby proclaim the month of April 2019 as “Sexual Assault Awareness Month,” designates April 24, 2019 as “Denim Day,” and urges everyone to wear jeans on April 24, 2019 to help communicate the message that there is “no excuse and never an invitation to commit a crime of sexual violence.”

RESOLVED this 2nd day of April, 2019.
BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

_______________________________  ______________________________
Rusty Bell, Chairman            Mark A. Christensen

_______________________________  ______________________________
Bob Maul                        D.G. Reardon

_______________________________  ______________________________
Del Shelstad                    ATTEST: __________________________

Susan F. Saunders, County Clerk
The following page(s) contain the backup material for Agenda Item: 9:40 Home Health Agency License Application

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
## HOME HEALTH AGENCY LICENSE APPLICATION

<table>
<thead>
<tr>
<th>Fees:</th>
<th>Initials, Change in Ownership, Annual Renewal</th>
<th>Changes</th>
<th>(Anything marked in 1a thru 1c below)</th>
<th>(Anything marked in 1d thru 1f below)</th>
</tr>
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<tr>
<th>Make Payment to:</th>
<th>Treasurer, State of Wyoming</th>
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<tbody>
<tr>
<td><strong>FOR HLS USE ONLY</strong></td>
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<tr>
<td>Fee Paid</td>
<td>Old #</td>
</tr>
<tr>
<td>Check #</td>
<td>New #</td>
</tr>
</tbody>
</table>

If we have questions/concerns regarding the information provided on this application, whom should we contact?

Contact Person’s Name: Jane Glaser, MSN, RN, APHN-BC
Email: jcg50@ccgov.net

This is a fillable form. You must tab through the document to advance. Please read the License Application Instructions prior to completing this application.

(Licenses will NOT be sent in hard copy but sent electronically via Email to the address in #9 below.)

### GENERAL APPLICATION INFORMATION

1. Type of Application: (check one)
   a. [ ] Initial Application
   b. [ ] Change in Ownership
      Effective Date of Change: ______
      Accepting assignment of the existing provider agreement [ ] Yes [ ] No
   c. [X] Annual Renewal

   Changes: For any of the changes marked below, complete the entire application with all the new information.
   d. [ ] Change in Address of Main Physical Location
      Effective Date of Change: ______
      Old Address: ______
   e. [ ] Addition, Removal or Addition of Branch Location
      Effective Date of Change: ______
      Address Adding/Removing/Changing to: ______
   f. [ ] Change in Facility Name
      Effective Date of Change: ______
      Old Name: ______

2. Facility Name: (This is how it will appear on your license. See specific details on the license application instructions.)
   Campbell County Public Health
FACILITY NAME: Campbell County Public Health

3. Physical Facility Full Address: (Main location. Include city, st., zip)
   2301 S. 4-J Road, Gillette, WY 82718

4. Mailing Address: (If different than #3. Include city, st., zip)
   same

5. County: Campbell

6. Fiscal Year End Date: June 30, 2019
   (See specific details on the license application instructions.)

7. Phone: 307-682-7275

8. Fax: 307-682-0374

9. Email: jcg50@ccgov.net
   (See specific details on the license application instructions.)

PROVIDER DETAILS

10. Are you a Wyoming Medicare/Medicaid Certified Provider? □ Yes  ☒ No
    a. If yes, what is your CMS Certification Number (CCN): _____
       (See specific details on the license application instructions.)
    
    b. If no, are you planning on applying for Medicare/Medicaid Certification within the next 12 months?
       □ Yes  ☒ No
       i) If yes, when do you anticipate applying for certification? _____

11. Are you enrolled in the Wyoming Medicaid Waiver program?  ☒ Yes  □ No
    a. If no, do you anticipate enrolling in the next 12 months?  □ Yes  □ No
    b. If yes, approximately when? _____

12. National Provider Identifier (NPI) number: 1225224231
    (See specific details on the license application instructions.)

13. Federal Employer Tax ID (EIN) number: 83-6000103
    (See specific details on the license application instructions.)

14. Does the Home Health Agency have in place a documented quality management function to evaluate and improve client care and services?  ☒ Yes  □ No

15. ☒ Free-Standing  □ Provider Based
16. Fidelity Bond requirement: ($2500 minimum) (A copy must be readily available to state survey staff upon request. See specific details on the license application instructions.)
   a. Carrier: Western Surety Company
   b. Bond amount: $5000

17. Services Provided: (check as appropriate)
   - Skilled nursing
   - Social Work
   - CNA
   - Homemaker
   - PT
   - Companion
   - OT
   - Nutritional
   - Speech
   - Pharmacy
   - Other: _____
   - Home Training & Support Only

18. Geographic service area you serve: Gillette, Wright, Recluse, Spotted Horse, Rozet, Weston, Savaget
   (List either by entire county, city/town, or zip code. See specific details on the license application instructions.)

19. Do you have an approved branch location(s)?  No
   a. If no, but you plan to add a branch later, please contact our office for a complete branch packet.
   b. If yes, provide the branch location(s) physical address and phone number:

20. How many miles is there between parent and branch location(s)? _____

21. Do you offer the exact same services at your branch location(s) as you do the parent location?  No
   c. If no, explain:

22. Do you currently have “deemed” status with one of the nationally recognized accrediting organizations below?
   (See specific details on the license application instructions.)  No
   a. If yes, what approved accrediting organization do you belong to?
      (Check one:  TJC  CHAP  ACHC
      i) Date of Last Accrediting Survey (Attach a copy): _____
   b. If no, do you plan on obtaining “deemed” status within the next 12 months?  No
      i) If yes, approximately when do you plan on applying for “deemed” status? _____

PERSONNEL

23. Name/Title of person in charge of facility, agency, or clinic: Jane Glaser, MSN, RN, APHN-BC
   (See specific details on the license application instructions.)
FACILITY NAME: Campbell County Public Health

24. Name of Director: Jane Glaser, MSN, RN, APHN-BC

25. Name of Nursing Supervisor: Jane Glaser, MSN, RN, APHN-BC
   a. Professional License Type: Professional Registered Nurse
   b. Professional License Number: 12518

26. Name of Medical Director (if applicable): NA
   a. Professional License Type: _____
   b. Professional License Number: _____

OWNER/OPERATOR

27. Ownership type: (check one)  
   (See specific details on the license application instructions.)
   a. ☐ Sole Proprietor/Individual
   b. ☐ Partnership
   c. ☐ Profit Corporation
   d. ☐ Nonprofit Corporation
   e. ☐ Limited Liability Company
   f. ☒ Governmental: ☐ City ☐ County ☐ Hospital District ☐ State
   g. Other: _____

28. Ownership Name: Campbell County Government

29. Mailing Address: 500 S. Gillette, Ave., Suite 1100, Gillette, WY 82716

30. Phone: 307-682-7283

31. Contact Person: Jane Glaser, MSN, RN, APHN-BC

32. Contact Person’s Email: jcg50@ccgov.net

33. List all officers in the ownership and titles below: or ☒ List attached.
   (This is the Pres, VP, etc. or Board Members; not the CEO, CFO, etc. See specific details on the license application instructions.)
   a. _____
   b. _____
   c. _____
   d. _____
   e. _____
FACILITY NAME: Campbell County Public Health

34. Has the owner ever had a license to operate a healthcare facility or agency providing healthcare services in this or any other state denied, suspended, revoked or otherwise terminated for cause? □ Yes   ☒ No
   a. If yes, explain: _____

35. Is the Home Health Agency operated or managed by a business entity other than the owner listed in #28 above?  □ Yes   ☒ No
   a. If yes, Operating Entity Name: _____
   b. Mailing Address: _____
   c. Phone: _____
   d. Contact Person’s Name: _____
   e. Contact Person’s Email: _____

36. Has the operator ever had a license to operate a healthcare facility or agency providing healthcare services in this or any other state denied, suspended, revoked or otherwise terminated for cause? □ Yes   ☒ No
   a. If yes, explain: _____

37. Did you read and understand the healthcare facility licensure requirements (W.S. 35-2-901 and 902 et seq) outlined in the license application instructions?   ☒ Yes   □ No
FACILITY NAME:  Campbell County Public Health

SIGNATURE

Wyoming Statutes requires signature by two (2) officers of the organization, or a signature of all managing agents. If signed by managing agents, copies must be attached of company documents indicating the individuals signing are managing agents for the company.

I have read the contents of this application. My signature legally binds the facility’s agreement to abide by the rules promulgated by the Stat of Wyoming for this category of healthcare facility and do hereby state the information provided on this application is true to the best of my knowledge and belief.

The facility further understands the facility is responsible for admitting and retaining only those persons who qualify for this category of healthcare facility as defined in the applicable rule and facility policies and procedures. The facility agrees to allow authorized representative of the Wyoming Department of Health, upon presentation of proper identification, to request and/or enter the facility at any time without a warrant, any facility records and documentation as necessary to ascertain compliance with State licensing laws and rules promulgated by the Wyoming Department of Health.

Application must have original signatures of two officers as listed in the ownership section above. In most cases, a CEO, CFO, Administrator, or Director signature will not be accepted.

Signature #1____________________________________________________________________________________

Printed Name: _____
Title: _____
Date: _____

Signature #2____________________________________________________________________________________

Printed Name: _____
Title: _____
Date: _____
The following page(s) contain the backup material for Agenda Item: 9:43 Wyoming Department of Health, Amendment Two

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
AMENDMENT TWO TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Public Health Division (Agency), whose address is: 6101 Yellowstone Road, Suite 420, Cheyenne, Wyoming 82002, and Campbell County (Contractor), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Amendment concerns Maternal and Child Health.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to replace Attachment A, Maternal and Child Health Statement of Work, with Attachment A-1, Revised Maternal and Child Health Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference.

The original Contract, dated June 15, 2018 required the Contractor to provide Healthy Baby Home Visitation Program services and other maternal and child health (MCII) services that support Title V priorities; develop public health emergency preparedness and response capability in the jurisdiction through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities; perform response activities through implementation of the Centers for Disease Control and Prevention Cooperative Agreement for Emergency Response: Public Health Crisis Response, for a total Contract amount of three hundred three thousand, eighty-eight dollars ($303,088.00) with an expiration date of June 30, 2020.

Amendment One, February 20, 2019 amended the original Contract to increase the total Contract dollar amount by twenty thousand dollars ($20,000.00) to three hundred twenty-three thousand, eighty-eight dollars ($323,088.00), and replaced Attachment B, Public Health Emergency Preparedness Statement of Work, with Attachment B-1, Revised Public Health Emergency Preparedness Statement of Work.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

No change has been made to the term or total Contract amount. See Section 5 below for Amended Responsibilities of the Contractor.

5. **Amended Responsibilities of the Contractor.**

A. As of the Effective Date of this Amendment, Attachment A, Maternal and Child Health Statement of Work, which was attached to the original Contract, is
superseded and replaced by Attachment A-1, Revised Maternal and Child Health Statement of Work. All references to “Attachment A” in the original Contract, and in any amendments thereto, are amended to read: “Attachment A-1.”

6. **Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

A. **Entirety of Contract.** The documents listed below represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral:

i. Original Contract, consisting of twelve (12) pages;
ii. Attachment A, Maternal and Child Health Statement of Work, consisting of seven (7) pages;
v. Attachment D, Business Associate Agreement, consisting of six (6) pages;
vi. Amendment One, consisting of three (3) pages;
vii. Attachment B-1, Revised Public Health Emergency Preparedness Statement of Work, consisting of twelve (12) pages;
viii. Amendment Two, consisting of three (3) pages;

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION**

Michael A. Ceballos, Director

[Signature] Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

[Signature] Date

**CONTRACTOR: CAMPBELL COUNTY**

Chairman, Campbell County Board of Commissioners

[Signature] Date

**COUNTY ATTORNEY: APPROVAL AS TO FORM**

Campbell County Attorney

[Signature] Date

**COUNTY CLERK’S ATTESTATION**

Campbell County Clerk

[Signature] Date

**CAMBELL COUNTY HEALTH DEPARTMENT**

Jane Glaser, MSH, RN, APHN-BC, Director

[Signature] Date

**ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM**

[Susan G. O’Brien’s signature]

[Susan G. O’Brien, Senior Assistant Attorney General] Date

3-11-19

Amendment Two to the Contract between
Wyoming Department of Health, Public Health Division
And Campbell County
Page 3 of 3
9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION**

Michael A. Ceballos, Director

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

**CONTRACTOR: CAMPBELL COUNTY**

Chairman, Campbell County Board of Commissioners

**COUNTY ATTORNEY: APPROVAL AS TO FORM**

Campbell County Attorney

**COUNTY CLERK’S ATTESTATION**

Campbell County Clerk

**CAMBELL COUNTY HEALTH DEPARTMENT**

Jane Glaser, MSH, RN, APHN-BC, Director

**ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM**

Susan G. O’Brien, Senior Assistant Attorney General

Amendment Two to the Contract between
Wyoming Department of Health, Public Health Division
And Campbell County
Page 3 of 3
ATTACHMENT A-1:
REVISED MATERNAL AND CHILD HEALTH STATEMENT OF WORK

GENERAL DESCRIPTION

This document is intended as a Maternal and Child Health (MCH) Statement of Work (SOW) to identify and describe deliverables required to be completed by the Contractor related to the provision of:
1. Healthy Baby Home Visitation Program services;
2. Children’s Special Health (CSH) Program services; and
3. MCH services that improve outcomes prioritized by Title V and the 2016-2020 MCH Needs Assessment.

I. PAYMENT AND FISCAL REQUIREMENTS

The maximum amount of federal funds provided under CFDA# 93.558 shall not exceed ninety thousand, nine hundred ninety-three dollars ($90,993.00).

The maximum amount of state general funds provided shall not exceed forty thousand, ninety-five dollars ($40,095.00).

Payment under this contract will occur monthly. Invoices will reflect approved expenditures required to deliver services outlined in this Statement of Work. Payment by Agency will serve as a reimbursement for approved expenditures.

The Contractor agrees to continue all services referenced in this SOW through the term of the contract even if reimbursement of total contract amount is received before the expiration date.

Fiscal Reporting Requirements

A. Contractor will report expenditures based on actual costs (e.g. salary, supplies, etc.) incurred during the service month.

B. Contractor will not request reimbursement that exceeds the contractual amount. The purpose of the contract is to provide funding to assist with the provision of home visitation, CSH and MCH services.

C. Contractor will submit monthly MCH invoices via e-mail to the Agency no later than the last business day of the month following the service month on an approved invoice template provided by the Agency. Contractor will verify completeness and accuracy of the data and figures included in the invoice before submission.
   a. Invoices must include approved State General Funds (SGF) and Temporary Assistance for Needy Families (TANF) expenditures necessary to provide required deliverables. If expenditures include salary and benefits, Contractor will use Public
i. Capital construction/remodeling
ii. Endowment funds
iii. Religious purposes
iv. Grants to individuals
v. Deficits or retirement of debt
vi. Lease or purchase of equipment, unless approval is granted by Agency
vii. Rent, unless approval is granted by Agency
viii. Food
ix. Cash Incentives

II. HEALTHY BABY HOME VISITATION PROGRAM REQUIREMENTS

A. Contractor will provide appropriate nursing contact to eligible women as legislated in Wyoming Statute: Title 35, Chapter 27, Public Health Nursing Infant Home Visitation Services (Wyo. Stat. Ann §§ 35-27-101, -104). Public Health Nursing (PHN) within the County will provide contacts with eligible pregnant women and following pregnancy with eligible women not contacted prenatally.
   a. For each referral received, the Contractor must make three (3) attempts to contact the referred individual, using the definition of a contact as described below.
      i. The goal for contacting County resident birth referrals is seventy-five percent (75%).
      ii. The goal for contacting County resident Medicaid births is ninety-five percent (95%).
   b. A contact includes a phone call, or hospital, home and/or office visit that consists of a two-way communication where information about available services is exchanged between the nurse and the client.
   c. Contractor will develop a plan to meet the above targets for contacting County resident birth referrals and County resident Medicaid births. The plan will be shared with the MCH State Nurse Consultant by the end of Quarter One of each contract year.
   d. Contractor will collaborate with community partners to develop or update a comprehensive list of MCH client resources available. This list is to be used to support MCH client needs and referrals and educate MCH home visiting nurses on available community services.

B. Contractor will use the following list, as cited in Wyo. Stat. Ann §§ 35-27-101, -104, to prioritize delivery of Healthy Baby Home Visitation services. Contractor will prioritize meeting fidelity requirements for those women who are prioritized for enrollment.
   a. First-time pregnant women under the age of twenty (20) years who are on or eligible for Medicaid or WIC, or both;
   b. Any pregnant woman or family in need of home visitation services who is referred by an attending physician;
   c. First-time births to women who, regardless of age, are on or eligible for Medicaid or WIC, or both;

ATTACHMENT A-1
TO CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND CAMPBELL COUNTY
Page 3 of 7
d. Preterm births;

e. Victims of domestic violence;

f. Pregnant women or mothers presenting with a mental illness or substance abuse problem or both, who is an inpatient at the Wyoming State Hospital, a psychiatric hospital, or an inpatient treatment facility, or is referred for services by a community health center;

g. Pregnant women or mothers confined to a county jail, the Wyoming Women’s Center or other correctional facility in-state, on probation or parole, as a result of a conviction of a criminal offense; or

h. Subsequent pregnancy or births where the woman or family is on or eligible for Medicaid or WIC, or both.

C. Contractor will provide home visitation services for eligible pregnant women and women who have delivered as part of the Healthy Baby Home Visitation Program. The Healthy Baby Home Visitation Program is a combination of two (2) models: Nurse-Family Partnership (NFP) and Best Beginnings (BB). NFP is delivered in five (5) counties and BB is delivered in all counties.

D. Contractor will monitor Healthy Baby Home Visitation program data entry into all relevant data systems including but not limited to PHNI (or comparable data system), MCH Data System (or comparable data system), and NFP data system. All data must be entered within seventy-two (72) hours of visit or contact and entered accurately and completely excluding holidays and weekends.

E. Contractor will deliver BB services.

a. Contractor will assure BB services are implemented with fidelity to the model as outlined in the Partners for a Healthy Baby curriculum and the PHN Healthy Baby Home Visitation Program guidelines.

F. Contractor will deliver NFP services.

a. Contractor will assure NFP services are implemented with fidelity to the NFP model following the guidance listed below, approved by the NFP National Service Office (NSO):

i. Contractor will implement the nineteen (19) revised NFP model elements released on April 1, 2017.

ii. Contractor will ensure Nurse Home Visitors devote at least point five (0.5) Full Time Employee (FTE) or at least twenty (20) hours a week to NFP.

iii. Contractor will keep NFP Program Supervisor, MCH Unit, and MCH/NFP State Nurse Consultant informed of implementation issues that arise.

iv. Contractor will ensure that all NFP Program Supervisors and NFP Nurse Home Visitors attend, participate in, and complete education programs required by MCH and NFP, on a timely basis. Contractor will not be penalized if education program completion is delayed due to Agency budget constraints or insufficient availability of training slots.
v. Contractor will ensure that no Nurse Home Visitor is assigned a caseload or makes a client visit (except in the company of a NFP-educated Nurse Home Visitor) until after she/he has completed initial NFP Education including Units one (1) and two (2) and demonstrates a level of knowledge and competence.

vi. Contractor will implement NFP in accordance with Home Visit Guidelines including:
1. Ensure enrollment of twenty-five (25) clients per full-time (one (1) FTE) Nurse Home Visitor within nine (9) months of beginning implementation, and make best efforts to maintain at least eighty-five percent (85%) of that level of enrollment on an ongoing basis.
2. Ensure that each full-time (one FTE) Nurse Home Visitor carries a caseload of at least twenty-five (25) active families and each half-time Nurse Home Visitors carries a caseload of at least twelve (12) clients;
3. Conduct visits with clients in accordance with the standard NFP visit schedule or an alternative visit schedule approved by NFP Program Supervisor and MCH/NFP State Nurse Consultant which may include Telehealth visits; and
4. Ensure that the essential NFP Program content, as described in the Home Visit Guidelines, is utilized to maintain fidelity in implementing the NFP model.

vii. Contractor will ensure the availability of appropriate, fully functioning computer systems and software at the county for use of NFP data system, and for communication with MCH Unit and/or MCH/NFP State Nurse Consultant by email.

viii. Contractor will work with MCH/NFP State Nurse Consultant to ensure that Nurse Home Visitors participate in monthly team meetings, monthly case conferences, and joint visits every four (4) months.

ix. Contractor will work with MCH/NFP State Nurse Consultant to ensure that NFP Program Supervisors meet the following requirements. Contractor will not be responsible for these requirements if NFP supervision is delivered by the MCH Coordinator or MCH/NFP State Nurse Consultant.
1. Aim to develop a supportive relationship with the Nurse Home Visitors she/he supervises.
2. Meet one-on-one with each Nurse Home Visitor at least bi-weekly to provide clinical supervision using reflection, preferably in person, but by telephone where travel constraints limit nurse or Program Supervisor mobility. In counties or regions with a half-time nurse home visitor with a caseload of minimally twelve (12), one-on-one supervision may occur every two (2) weeks.
3. Run activity reports and quality improvement reports from the NFP data system monthly to assess areas where systems, organizational, or operational changes are needed in order to enhance the overall
quality of program operations; and develop and implement action plans based on such assessments.

4. Discuss any proposed systems, organization, or operational changes with MCH and the MCH/NFP State Nurse Consultant prior to development and implementation of action plans.

5. Monitor and interpret data to inform decisions and evaluate program performance.

x. Contractor will develop and participate in a Community Advisory Board with diverse representation to ensure broad-based community support for the Contractor's implementation of NFP. Contractor may utilize existing MCH-oriented Boards as long as concerns and challenges relative to the NFP Program, including referrals, caseload management, and program advocacy issues can be identified and resolved.

G. Contractor will complete all required Healthy Baby Home Visitation Program trainings including but not limited to:
   a. BB Mentorship and Orientation Plan
   b. Required NFP training
   c. BB/NFP Conference Calls

H. Contractor will complete the Healthy Baby Home Visitation section of PHN quarterly performance report within thirty (30) days of the end of the quarter.

III. CHILDREN'S SPECIAL HEALTH (CSH) PROGRAM REQUIREMENTS

The CSH Program provides gap-filling financial assistance and care coordination services for eligible high-risk pregnant women, newborns, and children and youth with special health care needs. The purpose of the program is to identify clients, assure diagnosis and treatment, and provide care coordination using a family-centered, community-based approach. All families are eligible for care coordination services at the local level even if they are not eligible for gap-filling financial assistance.

A. Contractor will conduct outreach to inform potential clients, providers, and stakeholders about the CSH Program.

B. Contractor will distribute CSH brochures to private providers, clinics, hospitals, child development centers, and other local agencies at least annually.

C. Contractor will complete all required CSH trainings.

D. Contractor will contact referred families to assess if a CSH, Maternal High Risk (MHR), or Newborn Intensive Care (NBIC) application is appropriate and if care coordination services are needed.
E. Contractor will respond to the appropriate regional CSH Benefits and Eligibility Specialist in writing within thirty (30) days of the referral. The response will include the result of the referral (e.g. submission of CSH application, referral to community resources).

F. Contractor will assist families in completing CSH applications.

G. Contractor will provide tier-based care coordination for high-risk pregnant women, high-risk newborns, and children and youth with special health care needs regardless of eligibility for the CSH gap-filling financial assistance program. Contractor will refer to the Care Coordination Manual for further details regarding base activities and contacts per tier level.

H. Contractor will complete CSH section of PHN quarterly performance report within thirty (30) days of the end of the quarter.

IV. MATERNAL AND CHILD HEALTH SERVICES

A. Contractor will perform activities that support improvement on the 2016-2020 Maternal and Child Health State Priorities. Agency staff (including MCH Program Managers) will provide technical assistance and support to the Contractor to assist with addressing outlined priorities. Priorities include:
   a. Improve Access to and Promote Use of Effective Family Planning
   b. Reduce Infant Mortality
   c. Improve Breastfeeding Duration
   d. Reduce Childhood Obesity
   e. Prevent Injury in Children
   f. Promote Preventive and Quality Care for Children and Adolescents
   g. Promote Healthy and Safe Relationships

B. Contractor will ensure MCH staff nurses complete required MCH training course within the first contract year. Agency staff (including MCH Program Managers) will assure availability of relevant MCH training courses.

C. Contractor will complete MCH section of PHN quarterly performance report within thirty (30) days of the end of the quarter.

D. Contractor will process health record requests using the process and forms established by the Agency, including immunization records from the Wyoming Immunization Registry (WyIR).

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Public Health Division (Agency), whose address is: 6101 Yellowstone Road, Suite 420, Cheyenne, Wyoming 82002, and Campbell County (Contractor), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Amendment concerns Maternal and Child Health and Public Health Emergency Preparedness.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to: a) increase the total Contract dollar amount by twenty thousand dollars ($20,000.00) to three hundred twenty-three thousand, eighty-eight dollars ($323,088.00) and b) replace Attachment B, Public Health Emergency Preparedness Statement of Work.

The original Contract, dated June 15, 2018, required the Contractor to:

A. Provide Healthy Baby Home Visitation Program services and other maternal and child health (MCH) services that support Title V priorities.

B. Develop public health emergency preparedness and response capability in the jurisdiction through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities.


For a total Contract amount of three hundred three thousand, eighty-eight dollars $303,088.00 with an expiration date of June 30, 2020.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto, (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

A. The second sentence of Section 4A of the original Contract is hereby amended to read as follows:

"The total payment under this Contract shall not exceed three hundred twenty-three thousand, eighty-eight dollars ($323,088.00)."
5. **Amended Responsibilities of the Contractor.** The Responsibilities of the Contractor are amended as follows:

A. As of the Effective Date of this Amendment, Attachment B, Public Health Emergency Preparedness Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment B-1, Revised Public Health Emergency Preparedness Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to "Attachment B" in the original Contract, and in any amendments thereto, are amended to read: "Attachment B-1".

6. **Amended Responsibilities of the Agency.** Responsibilities of the Agency have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of twelve (12) pages; Attachment A, Maternal and Child Health Statement of Work, consisting of seven (7) pages; Attachment B, Public Health Emergency Preparedness Statement of Work, consisting of eleven (11) pages; Attachment C, Public Health Crisis Response Statement of Work, consisting of six (6) pages; Attachment D, Business Associate Agreement, consisting of six (6) pages; this Amendment One, consisting of three (3) pages; and Attachment B-1, Revised Public Health Emergency Preparedness Statement of Work, consisting of twelve (12) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Thomas O. Forslund, Director</td>
<td></td>
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<tr>
<td>Stephanie Pyle, MBA</td>
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<tr>
<td>Senior Administrator, Public Health Division</td>
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**CONTRACTOR: CAMPBELL COUNTY**

<table>
<thead>
<tr>
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<tr>
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**CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM**

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<tr>
<th>Name</th>
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<tr>
<td>Campbell County Attorney</td>
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**COUNTY CLERK’S ATTESTATION**

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**ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM**

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<th>Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Susan G. O’Brien, Senior Assistant Attorney General</td>
<td>1-15-19</td>
</tr>
</tbody>
</table>
9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION**

Thomas O. Forslund, Director

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

**CONTRACTOR: CAMPBELL COUNTY**

Chairman, Campbell County Board of Commissioners

**CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM**

Campbell County Attorney

**COUNTY CLERK’S ATTESTATION**

Campbell County Clerk

**ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM**

Susan G. O’Brien, Senior Assistant Attorney General

Amendment One to the Contract between Wyoming Department of Health, Public Health Division and Campbell County

Page 3 of 3
GENERAL DESCRIPTION

This document is intended as a Statement of Work (SOW) to identify and describe deliverables and payment structure for the development of public health emergency preparedness and response capability in the County through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities. Deliverables have been developed from the Centers for Disease Control and Prevention (CDC) Public Health Preparedness Capabilities: National Standards for State and Local Planning document. The requirements articulated in Attachment C-1 represent known preparedness requirements; the Agency retains the right to change the deliverables as outlined below, based on any additional requirements or information that may come from CDC. Additional requirements or changes will be articulated to the Contractor as soon as possible, once Wyoming Department of Health (WDH) Public Health Emergency Preparedness (PHEP) Unit receives this information. Failure to meet these requirements and show progress in Medical Countermeasures, Pandemic Influenza planning, and all other requirements may affect future funding for WDH, and in turn emergency preparedness funding for the Contractor. Deliverables must be completed by the due date; payments will only be made once all deliverables are met for the prior quarter. PHEP staff is available to facilitate planning activities and provide technical assistance.

Public Health Response Coordinators (PHRC) are typically assigned the responsibility of addressing the deliverables listed below. However, the Contractor is responsible for meeting these requirements whether the Contractor has identified a PHRC or not.

PAYMENT

The source of funds for this Contract is via a Cooperative Agreement from Centers for Disease Control Catalog of Federal Domestic Assistance (CFDA) No. 93.074, in the amount of ninety-two thousand dollars ($92,000.00).

An advance payment shall be made upon execution of the Contract in the amount of eighteen thousand dollars ($18,000.00). Additional funding will be distributed monthly on a reimbursement basis beginning November 2018. Contractor will provide invoices for each month of the contract period on the provided template with supporting documentation, such as copies of vendor invoices, documentation of personnel time and effort, travel receipts, and other documentation as requested. Payments will be reduced by the amount of the advance payment. Final invoice must be submitted within thirty (30) days of the end of the contract period. Contractor must match ten percent (10%) of total federal funding. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any
significant extent by the federal government may not be included in determining the amount of such nonfederal contributions.

A. Restrictions upon funding are as follows:
   i. Contractors may not use funds for research.
   ii. Contractors may not use funds for clinical care except as allowed by law. For the purposes of this Funding Opportunity Announcement (FOA), clinical care is defined as "directly managing the medical care and treatment of patients."
   iii. Contractors may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
   iv. Contractors may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget and approved.
   v. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the awardee.
   vi. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
      a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body,
      b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before any legislative body,
   vii. Contractors may not use funds for construction or major renovations.
   viii. Contractors may supplement but not supplant existing state or federal funds for activities described in the budget.
   ix. Payment or reimbursement of backfilling costs for staff is not allowed.
   x. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or one hundred eighty-seven thousand dollars ($187,000.00) per year.
   xi. Contractors may purchase basic (non-motorized) trailers with prior approval from PHEP.
   xii. PHEP funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
   xiii. PHEP funds may not be used to purchase or support (feed) animals for labs, including mice. Any requests for such must receive prior approval of protocols from the Animal Control Office within CDC and subsequent approval from the CDC Office of Grants Services (OGS).
   xiv. Contractors may not use funds to purchase a house or other living quarters for those under quarantine.
   xv. PHEP awardees cannot use funds to purchase vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts.

ATTACHMENT B-1
TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND CAMPBELL COUNTY
PAGE 2 of 12
xvi. PHEP awardees can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts.

xvii. PHEP awardees can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.

xviii. PHEP awardees can use funds to support appropriate accreditation activities that meet the Public Health Accreditation Board’s preparedness-related standards.

xix. Contractor cannot use funds for bonuses or incentives.

xx. All expenditures must support and relate to Attachment F, Public Health Emergency Preparedness Statement of Work.

xxi. Newly-hired PHRC salary will be reimbursed at an amount not to exceed twenty-six dollars ($26.00) per hour, and benefits not to exceed forty percent (40%) of the salary.


**TIMELINE AND DELIVERABLES**

The following table shows specific tasks, milestones, completion dates, and estimated payments. The *Deliverables Guidance Matrix for July 1, 2018 – June 30, 2019* will be distributed to Contractor prior to July 1, 2018. All deliverables must be submitted to the Contract Reporting Tool (CRT) including invoices for reimbursement, Public Health Nursing Informatics (PHNI) report, and quarterly match summary. For jurisdictions not utilizing PHNI, match supporting documentation must be submitted.

<table>
<thead>
<tr>
<th>Timetable and Deliverables for Contractor</th>
<th>Months</th>
<th>Cost</th>
<th>Date</th>
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<tbody>
<tr>
<td>Quarter 1 requirements due no later than September 30, 2018</td>
<td>Three (3)</td>
<td>Estimated one quarter (1/4) payment</td>
<td>Upon execution of the Contract</td>
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**Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)**

1. Conduct quarterly PHEP advisory meetings, with partner membership representing at least the following eleven (11) community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental or behavioral health; aging services; education and childcare settings. Utilize this advisory committee to develop strategies for at-risk populations.

2. Attend Healthcare Coalition (HCC) quarterly meetings if held.
3. Plan for immediate and long-term mental or behavioral health needs based on Communications, Medical Care, Independence, Supervision and Support, and Transportation (C-MIST) assessments.

Domain 2: Strengthen Incident Management (Capability 3)
4. Meet with PHRC supervisor quarterly to review progress, review deliverables, and complete the progress report. Progress report will be submitted to the CRT after approval of supervisor.
5. Submit a quarterly match summary by completing the county fiscal document on the CRT. Submit a quarterly match report (either from PHNI system if PHEP time is tracked or other method if Contractor does not use PHNI to track PHEP support) and upload to CRT. These must be submitted no later than the twentieth (20th) of the month.
6. Attend monthly joint PHRC and PHEP calls. These typically occur on the third (3rd) Tuesday of each month. If PHRC cannot attend, either another person from that jurisdiction can attend, or the PHRC must review the recording of the call.
7. Conduct training, drills, and exercises of the public health jurisdictional incident command structure (PHJICS) as it applies to responding to public health threats and emergencies.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)
8. Validate all alerting and notification groups and members, including Public Health Incident Command System (PHICS) members.
9. Maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHEP for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.
10. Update public health after-hours contact information quarterly or as changes occur.
11. Participate in one (1) statewide radio drill each month (PHRC or designee).
12. Conduct at least one (1) notification drill for PHICS.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)
13. Conduct alerting and notification drill for Strategic National Stockpile (SNS) teams and all SNS sites: Points of Dispensing (POD), County Staging Area (CSA), Emergency Operations Center (EOC), etc. and post data collection information, supporting documentation, and improvement plan to the CRT.
14. Conduct redundant communication and radio drill for SNS teams and all SNS sites (POD, CSA, EOC, etc.) and post data collection information, supporting documentation, and improvement plan to the CRT.
15. Attend Medical Countermeasures (MCM) guidance and training webinar that will focus on latest MCM guidance and statewide transition to new forms and reporting requirements.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)
16. Ensure volunteers are included in training, drills, and exercises.

**Domain 6 Strategy: Strengthen Biosurveillance (Capabilities 12 and 13)**
17. Review the WDH Emergency Notification Line training webinar prior to September 8, 2018.
18. Conduct a white powder notification drill with the twenty-four (24) hours a day/ seven (7) days a week Emergency Notification Line during the week of September 9-15, 2018.

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<th>Description</th>
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<td>Upon submission of monthly invoices</td>
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**Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)**
1. Conduct quarterly PHEP advisory meetings, with partner membership representing at least the following eleven (11) community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental or behavioral health; aging services; and education and childcare settings. Utilize this advisory committee to develop strategies for at-risk populations.
2. Attend HCC quarterly meetings if held.

**Domain 2: Strengthen Incident Management (Capability 3)**
3. Meet with PHRC supervisor quarterly to review progress, review deliverables, and complete the progress report. Progress report will be submitted to the CRT after approval of supervisor.
4. Submit a quarterly match summary by completing the county fiscal document on the CRT. Submit a quarterly match report (either from PHNI system if PHEP time is tracked or other method if Contractor does not use PHNI to track PHEP support) and upload to CRT. These must be submitted no later than the twentieth (20th) of the month.
5. Attend monthly joint PHRC and PHEP calls. These typically occur on the third (3rd) Tuesday of each month. If PHRC cannot attend, either another person from that jurisdiction can attend, or the PHRC must review the recording of the call.
6. Conduct training, drills, and exercises of the PHICS as it applies to responding to public health threats and emergencies.
7. Conduct at least one (1) notification drill for PHICS.
8. Participate in at least one (1) Essential Elements of Information (EEI) drill with WDH State Health Operations Center (SHOC) and WDH Incident Management Team (IMT). Response must be provided within the timeframe identified in the EEI request.
9. Participate in county Training and Exercise Planning Workshop (TEPW) with emergency management or conduct an ESF #8 TEPW with partners.
10. Complete all sections of the Multi-Year Training and Exercise Plan (MYTEP) following TEPW, to include a TEPW summary. TEPW section in the MYTEP must be completed and include at a minimum five (5) MCM areas for improvement. Respond to the State HPP / PHEP ESF #8 TEPW Survey Data Call.

11. Maintain and provide documentation of PHICS training. Maintain records for review during the site visit.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

12. Validate all alerting and notification groups and members, including PHICS members.

13. Maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHEP for inclusion in WARN public health alerts.

14. Update public health after-hours contact information quarterly or as changes occur.

15. Participate in one (1) statewide radio drill each month (PHRC or designee).

16. Respond to PHEP conducted drills of Contractor after-hours phone numbers during the quarter. Contact must be made with Public Health Nursing (PHN) staff. Contact with dispatch no longer serves as meeting the deliverable.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

17. Conduct alerting and notification drill for SNS teams and all SNS sites: POD, CSA, EOC, etc., and post data collection information, supporting documentation, and improvement plan to the CRT.

18. Conduct redundant communication and radio drill for SNS teams and all SNS sites (POD, CSA, EOC, etc.) and post data collection information, supporting documentation, and improvement plan to the CRT.

19. Manage and maintain a stockpile of Personal Protective Equipment (PPE) and respirators for their respective county that meets or exceeds 2014 PHN PPE Guide. Update and submit a PPE inventory list.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

20. Ensure volunteers are included in training, drills, and exercises.

21. Identify three (3) public health staff for access to the WDH Hospital Bed Tracking System and coordinate with the HPP coordinator to maintain or obtain access and training. One (1) of the three (3) public health staff identified will be the county nurse manager or department director.

22. Create roster of clinical staff for medical shelters working with local partners and PHRCs in adjoining jurisdictions.

23. Conduct at least one (1) volunteer assembly drill using a public health emergency scenario.

24. Coordinate the identification, recruitment, registration, training, and engagement of volunteers to support the jurisdiction’s response to incidents.

Domain 6 Strategy: Strengthen Biosurveillance (Capabilities 12 and 13)
There are no contract deliverables for this domain during second quarter.

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Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)
1. Conduct quarterly Public Health Emergency Preparedness advisory meetings, with partner membership representing at least the following eleven (11) community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental or behavioral health; aging services; education and childcare settings. Utilize this advisory committee to develop strategies for at-risk populations.
2. Attend HCC quarterly meetings if held.
3. Internally review fifty percent (50%) of office plans and county plans that include a public health component and update as warranted. The list will be provided.
4. Attend two (2) PHEP sponsored webinars covering radiological incidents and Community Reception Center operations. Dates - TBD, but likely one webinar in February 2019 and one webinar in March 2019.
5. Identify at-risk clusters and individuals by collaborating with partners. Map clusters against known risk factors.

Domain 2: Strengthen Incident Management (Capability 3)
6. Meet with PHRC supervisor quarterly to review progress, review deliverables, and complete the progress report. Progress report will be submitted to the CRT after approval of supervisor.
7. Submit a quarterly match summary by completing the county fiscal document on the CRT. Submit a quarterly match report (either from PHNI system if PHEP time is tracked or other method if Contractor does not use PHNI to track PHEP support) and upload to CRT. These must be submitted no later than the twentieth (20th) of the month.
8. Attend monthly joint PHRC and PHEP calls. These typically occur on the third (3rd) Tuesday of each month. If PHRC cannot attend, either another person from that jurisdiction can attend, or the PHRC must review the recording of the call.
9. Conduct training, drills, and exercises of the PHJICS as it applies to responding to public health threats and emergencies.
10. Submit asset inventory no later than March 31, 2019.
11. Update and sustain expedited fiscal and administrative preparedness procedures.
12. Conduct at least one notification drill for PHICS.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)
13. Validate all alerting and notification groups and members, including PHICS members.
14. Maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHEP for inclusion in WARN public health alerts.

15. Update public health after-hours contact information quarterly or as changes occur.

16. Participate in one (1) statewide radio drill each month (PHRC or designee).

**Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)**

17. Conduct alerting and notification drill for SNS teams and all SNS sites: POD, CSA, EOC, etc. and post data collection information, supporting documentation, and improvement plan to the CRT.

18. Conduct redundant communication and radio drill for SNS teams and all SNS sites (POD, CSA, EOC, etc.) and post data collection information, supporting documentation, and improvement plan to the CRT.

19. Submit an MCM Action Plan citing up to 10 items that will be worked on to bring the programs up to the "established" level as determined by the CDCs MCM Guidance dated November 1, 2017.

20. Submit a copy of local Jurisdictional Data Sheets (JDS), a copy of the most current SNS base plan, a copy of the action plan and necessary supporting documentation for items listed in their action plan to the MCM-ORR website.

21. Provide updated list of current spokesperson and public information officer. If these individuals are within the public health office, ensure appropriate training is taken and documented on data collection sheet and posted to CRT.

**Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)**

22. Ensure volunteers are included in training, drills, and exercises.

**Domain 6 Strategy: Strengthen Biosurveillance (Capabilities 12 and 13)**

_There are no contract deliverables for this domain during third quarter._

<table>
<thead>
<tr>
<th>Description</th>
<th>Months</th>
<th>Cost</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 4 requirements due no later than June 30, 2019</td>
<td>Three (3)</td>
<td>Estimated one quarter (1/4) payment</td>
<td>Upon submission of monthly invoices</td>
</tr>
</tbody>
</table>

**Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)**

1. Conduct quarterly Public Health Emergency Preparedness advisory meetings, with partner membership representing at least the following eleven (11) community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental or behavioral health; aging services; education and childcare settings Utilize this advisory committee to develop strategies for at-risk populations.

2. Attend HCC quarterly meetings if held

3. Develop and document at-risk planning needs in a local annex based on C-MIST assessments.
Domain 2: Strengthen Incident Management (Capability 3)

4. Meet with PHRC supervisor quarterly to review progress, review deliverables, and complete the progress report. Progress report will be submitted to the CRT after approval of supervisor.

5. Submit a quarterly match summary by completing the county fiscal document on the CRT. Submit a quarterly match report (either from PHNI system if PHEP time is tracked or other method if Contractor does not use PHNI to track PHEP support) and upload to CRT. These must be submitted no later than the twentieth (20th) of the month.

6. Attend monthly joint PHRC and PHEP calls. These typically occur on the third (3rd) Tuesday of each month. If PHRC cannot attend, either another person from that jurisdiction can attend, or the PHRC must review the recording of the call.

7. Conduct training, drills, and exercises of the public health jurisdictional incident command structure as it applies to responding to public health threats and emergencies.

8. Participate in at least one Essential Elements of Information (EEI) drill with WDH-SHOC and WDH Incident Management Team (IMT). Response must be provided within the timeframe identified in the EEI request.

9. Maintain and provide documentation of PHICS training. Maintain records for review during the site visit.

10. Participate in a Fiscal Preparedness exercise with PHEP to demonstrate expedited fiscal and administrative preparedness procedures.

11. Conduct at least one notification drill for PHICS.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

12. Validate all alerting and notification groups and members, including PHICS members.

13. Maintain lists of local physicians, hospital personnel, nurses, and other partners in collaboration with PHEP for inclusion in WARN public health alerts.

14. Update public health after-hours contact information quarterly or as changes occur.

15. Participate in one (1) statewide radio drill each month (PHRC or designee).

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

16. Conduct alerting and notification drill for SNS teams and all SNS sites: POD, CSA, EOC, etc., and post data collection information, supporting documentation, and improvement plan to the CRT.

17. Conduct redundant communication and radio drill for SNS teams and all SNS sites (POD, CSA, EOC, etc.) and post data collection information, supporting documentation, and improvement plan to the CRT.

18. Review plans for volunteer support during a dispensing (Open and/or Closed POD) campaign.

19. Review, maintain, and adhere to the Respiratory Protection Plan (RPP) for appropriate public health staff with updates made to the plan as necessary.
20. Complete N95 fit testing for all staff assigned a respirator annually, assist with and verify the responder has received annual training. Note: N95 fit testing must be conducted for all staff including those assigned a Powered Air Purifying Respirator (PAPR).

21. Maintain PHEP owned PortaCount equipment by appropriate storage and transport and ensuring annual calibration and necessary repairs are completed with TSI Incorporated.

22. Ensure Emergency Responder Health Monitoring and Surveillance is incorporated in local plans.

23. Participate in local technical assistance review site visit from PHEP and PHN representatives. Seven (7) local jurisdictions are Teton, Park, Hot Springs, Fremont, Uinta, Carbon, and Goshen counties.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

24. Ensure volunteers are included in training, drills, and exercises.

25. Conduct at least one (1) volunteer assembly drill using a public health emergency scenario that addresses staffing, just-in-time training, safety briefing, and position assignments in a medical countermeasures dispensing or mass vaccination scenario.

26. Coordinate the identification, recruitment, registration, training, and engagement of volunteers to support the jurisdiction’s response to incidents.

Domain 6 Strategy: Strengthen Biosurveillance (Capabilities 12 and 13)

There are no contract deliverables for this domain during fourth quarter.

Annual requirements due no later than June 30, 2019

It is highly recommended that these activities be completed early in the contract period.

1. Participate in performance measurement data collection activities.

2. Complete a medical countermeasure inventory drill.

3. Conduct a drill that distributes (communicates) situational awareness, emergency information, and risk information to partners in three hours or less.

4. Train partners in SNS, CSA, Intermediate Distribution Site (IDS), POD operations and security needs by utilizing PHEP recorded training sessions.

5. Coordinate with hospitals to ensure public health and hospitals understand and concur with each other’s role during public health emergencies.

6. Create and maintain Memorandum of Understanding (MOUs), letters of agreement, or other documents of concurrence with volunteer partners.

7. Submit After-Action Report / Improvement Plan (AAR/IP) for tabletop exercises no later than forty-five (45) days after the conclusion of the exercise.

8. Submit AAR/IP for functional or full-scale exercises, incidents, or events no later than sixty (60) days after termination of the exercise, incident, or event.

9. Include PHEP staff and PHN Liaison as observers in functional and full-scale exercises. Contractor is required to provide a minimum of thirty (30) days notice.

10. Provide additional documentation within timeframe for verification of deliverables from the Contractor as PHEP requests
11. Comply with Contractor monitoring by PHEP. PHEP will conduct Contractor monitoring site visits to eight counties (Sheridan, Campbell, Crook, Teton, Park, Big Horn, Uinta, and Sweetwater) and conduct telephone or Zoom interviews with the remaining counties. Additional information and guidance for these visits will be distributed through email to the Contractor and Public Health Response Coordinator.

12. Substantial failure to meet the deliverables may result in potential funding penalties in future awards.

13. Train partners in SNS, CSA, IDS, POD operations and security needs.

14. PHRC (or local designee) will attend the in person meeting (Face2Face) as scheduled two (2) times per year.

15. New PHRCs, PHN and health department directors will attend WARN training within thirty (30) days of hire.

16. Include planning for at-risk populations in jurisdictional emergency preparedness trainings, drills, exercises, and report on this in corresponding data collection sheets and AAR/IP's.

<table>
<thead>
<tr>
<th>Training requirements due no later than June 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>It is highly recommended that these activities be completed early in the contract period.</td>
</tr>
</tbody>
</table>

1. Prior to registering for courses at EMI (Emmitsburg), CDP (Anniston), or other out of state locations approval must be obtained through the PHEP Training Coordinator (Jim Smith).


3. Attend and complete (for new hire PHRCs) Emergency Responder Health Monitoring and Surveillance (ERHMS) Online Training Course offered by the CDC on WyTRAIN and the Respiratory Protection (RP) class offered at the Center for Domestic Preparedness within one (1) year of hire date.

4. Complete FEMA IS-808: Emergency Support Function (ESF) #8 – Public Health and Medical Services course if not completed in last five (5) years.

5. Attend the HCL MGT-901, Healthcare Leadership for Mass Casualty Incidents course at the Center for Domestic Preparedness, Anniston, AL if not completed in the last five (5) years.

6. Complete FEMA IS-106.18 Workplace Violence Awareness Training [https://emilms.fema.gov/IS0106.18/curriculum/1.html](https://emilms.fema.gov/IS0106.18/curriculum/1.html) if not completed in last five (5) years.


8. Complete IS 244 b - Developing and Managing Volunteers [https://emilms.fema.gov/IS244b/index.htm](https://emilms.fema.gov/IS244b/index.htm). If not completed in the last five years.


ATTACHMENT B-1
TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND CAMPBELL COUNTY
PAGE 11 of 12
11. Attend all calls, webinars, scheduled, or assigned self-pace/independent studies throughout the year that address TEPW Survey Areas for Improvement and identified training needs

12. Report in the quarterly report any ICS training attended or conducted during this contract period.
CONTRACT BETWEEN WYOMING
DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY

1. **Parties.** The parties to this Contract are the Wyoming Department of Health, Public Health Division (Agency), whose address is: 6101 Yellowstone Road, Suite 420, Cheyenne, Wyoming 82002, and Campbell County (Contractor), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Contract concerns Maternal and Child Health and Public Health Emergency Preparedness.

2. **Purpose of Contract.**

   A. The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall:

   (i) Provide Healthy Baby Home Visitation Program services and other maternal and child health (MCH) services that support Title V priorities.

   (ii) Develop public health emergency preparedness and response capability in the jurisdiction through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities.

   (iii) Perform response activities through implementation of the Centers for Disease Control and Prevention Cooperative Agreement for Emergency Response: Public Health Crisis Response.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2018 through June 30, 2020. All services shall be completed during this term.

   This Contract may be extended twice by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. **Payment.**

   A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, B, and C, which are attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed three hundred three thousand, eighty-eight dollars ($303,088.00). Payment shall be made upon invoice in accordance with the respective pay schedule and requirements as outlined in each Attachment. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

C. **Travel.** When the Contractor is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.

5. **Responsibilities of Contractor.** The Contractor agrees to:

A. Provide the services described in Attachments A, B, and C.

B. Abide by the terms of the Business Associate Agreement, Attachment D, which is attached to and incorporated into this Contract by this reference. The Business Associate Agreement only applies to the Contractor if they are providing services on behalf of MCH, which include deliverables associated with protected health information as described in Attachment A.

6. **Responsibilities of Agency.** The Agency agrees to:

A. Pay Contractor in accordance with Section 4 above.

B. Provide support as described in Attachments A, B, and C.

C. Monitor and evaluate the Contractor's compliance with the conditions set forth in this Contract.

7. **Special Provisions.**

A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.

B. **Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

   (i) Engages in severe forms of trafficking in persons during the period of time
that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

D. Kickbacks. Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. Limitations on Lobbying Activities. By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. Monitoring Activities. Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

G. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975, and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Contractor to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each subcontractor.

H. No Finder’s Fees: No finder’s fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.

I. Publicity. Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form,
prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

J. **Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

K. **Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

L. **Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

M. **Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency’s records.

N. **Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
O. **Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.

G. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Contract.** This Contract, consisting of twelve (12) pages; Attachment A, Maternal and Child Health Statement of Work, consisting of seven (7) pages; Attachment B, Public Health Emergency Preparedness Statement of Work, consisting of eleven (11) pages; Attachment C, Public Health Emergency Preparedness Crisis Response Funding Statement of Work, consisting of six (6) pages and Attachment D, Business Associate Agreement, consisting of six (6) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control, with the exception of that contained in Attachment D, the Business Associate Agreement.

J. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor’s profession.

K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may
include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. Independent Contractor.

(i) The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose.

(ii) Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract.

(iii) The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract.

(iv) Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency.

(v) The Contractor agrees that no health or hospitalization benefits, workers’ compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor’s agents or employees as a result of this Contract.

O. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

P. Ownership and Destruction of Documents and Information. Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative Agency-owned information and documents to the Agency in a useable format. In the case of electronic transmission, such
transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency’s verified receipt of such information, Contractor agrees to physically and electronically destroy any remaining copies of Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any remaining copies of Agency-owned data.

Q. Patent or Copyright Protection. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction.

R. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

S. Insurance Requirements.

(i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

(ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of

Contract between the Wyoming Department of Health, Public Health Division And Campbell County Page 8 of 12
the Contractor, or subcontractor, as the Agency may deem proper and may
deduct the cost of obtaining and maintaining such insurance from any
sums which may be due or become due to the Contractor under this
Contract.

(vi) All policies required by this Contract shall be issued by an insurance
company with an A.M. Best rating of A-VIII or better.

(vii) The Agency reserves the right to reject any policy issued by an insurance
company that does not meet these requirements.

T. Insurance Coverage. The Contractor shall obtain and maintain the following
insurance in accordance with the Insurance Requirements set forth above:

(i) Commercial General Liability Insurance. Commercial general liability
insurance (CGL) coverage, occurrence form, covering liability claims for
bodily injury and property damage arising out of premises, operations,
products and completed operations, and personal and advertising injury,
with minimum limits as follows:

(a) $1,000,000.00 each occurrence;
(b) $1,000,000.00 personal injury and advertising injury;
(c) $2,000,000.00 general aggregate; and
(d) $2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and
Underground property damage. This coverage may not be excluded by
endorsement.

(ii) Automobile Liability Insurance. Automobile liability insurance covering
any auto (including owned, hired, and non-owned) with minimum limits
of $1,000,000.00 each accident combined single limit.

(iii) Professional Liability or Errors and Omissions Liability Insurance.
Professional liability insurance or errors and omissions liability insurance
protecting against any and all claims arising from the Contractor's alleged
or real professional errors, omissions, or mistakes in the performance of
professional duties under this Contract, with minimum limits as follows:

(a) $1,000,000.00 each occurrence; and
(b) $1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

U. Severability. Should any portion of this Contract be judicially determined to be
illegal or unenforceable, the remainder of the Contract shall continue in full force

and effect, and the parties may renegotiate the terms affected by the severance.

V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

W. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers’ compensation, unemployment insurance, and sales taxes.

X. **Termination of Contract.** This Contract may be terminated immediately by the Agency for cause if the Contractor fails to perform in accordance with the terms of this Contract. In addition, this Contract may be terminated a) by either party at any time for failure of the other party to comply with the terms and conditions of this Contract; b) by either party, without cause, upon thirty (30) days prior written notice to the other party; or c) upon mutual written agreement by the parties.

(i) In the event of a material breach that is susceptible of cure or remedy, a party may not terminate the Contract for cause unless (1) the party seeking to terminate the Contract first provides the other party with written notice of the intended termination, including a description of the material breach committed by the other party; and (2) a period of thirty (30) days elapses between the delivery of the notice and the termination of this Contract without the breaching party having, in the opinion of the party alleging the breach, effectively cured or remedied the material breach.

(ii) **Termination of Individual Statements of Work.** The Agency or Contractor may terminate, in writing, the individual Statements of Work by amendment removing the specific Statement of Work.

Y. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
Z. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.

AA. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

BB. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

CC. **Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
9. Signatures. The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

[Signature]
Thomas O. Forslund, Director
6/15/18

[Signature]
Stephanie Pyle, MBA
Senior Administrator, Public Health Division
6-14-18

CONTRACTOR: CAMPBELL COUNTY

[Signature]
Mark A. Christen
Chairman, Campbell County Board of Commissioners
4/5/2018

COUNTY ATTORNEY: APPROVAL AS TO FORM

[Signature]
Chad Seager, Dep't
Campbell County Attorney
6/11/18

COUNTY CLERK’S ATTESTATION

[Signature]
Suzanne Sanders
Campbell County Clerk
6/11/18

CAMPELL COUNTY HEALTH DEPARTMENT

[Signature]
Jane Glasar, MSH, RN, APHN-BC, Director
5-16-18

ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM

[Signature]
Susan G. O’Brien, Senior Assistant Attorney General
May 9, 2018

Contract between the Wyoming Department of Health, Public Health Division
And Campbell County
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ATTACHMENT A:
MATERNAL AND CHILD HEALTH STATEMENT OF WORK

GENERAL DESCRIPTION

This document is intended as a Maternal and Child Health (MCH) Statement of Work (SOW) to identify and describe deliverables required to be completed by the Contractor related to the provision of:

1. Healthy Baby Home Visitation Program services;
2. Children’s Special Health (CSH) Program services; and
3. MCH services that improve outcomes prioritized by Title V and the 2016-2020 MCH Needs Assessment.

1. PAYMENT AND FISCAL REQUIREMENTS

The maximum amount of federal funds provided under CFDA# 93.558 shall not exceed ninety thousand, nine hundred ninety-three dollars ($90,993.00).

The maximum amount of state general funds provided shall not exceed forty thousand, ninety-five dollars ($40,095.00).

Payment under this contract will occur monthly. Invoices will reflect approved expenditures required to deliver services outlined in this Statement of Work. Payment by Agency will serve as a reimbursement for approved expenditures.

The Contractor agrees to continue all services referenced in this SOW through the term of the contract even if reimbursement of total contract amount is received before the expiration date.

Fiscal Reporting Requirements

A. Contractor will report expenditures based on actual costs (e.g. salary, supplies, etc.) incurred during the service month.

B. Contractor will not request reimbursement that exceeds the contractual amount. The purpose of the contract is to provide funding to assist with the provision of home visitation, CSH and MCH services.

C. Contractor will submit monthly MCH invoices via e-mail to the Agency no later than the last business day of the month following the service month on an approved invoice template provided by the Agency. Contractor will verify completeness and accuracy of the data and figures included in the invoice before submission.

a. Invoices must include approved State General Funds (SGF) and Temporary Assistance for Needy Families (TANF) expenditures necessary to provide required deliverables. If expenditures include salary and benefits, Contractor will use Public
Health Nursing Informatics (PHNI) or comparable time and task reports to determine the percentage of time each nurse devotes to SGF-approved activities and TANF-approved activities. Reimbursed SGF or TANF funds must be used as direct reimbursement for the expenditures listed in the MCH invoice.

D. All payments are contingent upon receipt of required monthly MCH invoices and quarterly performance reports and delivery of required deliverables.

**Funding Requirements**

A. Contractor will follow the guidelines for approved SGF and TANF expenditures. A list of approved SGF and TANF expenditures will be provided by the Agency prior to contract effective date.

B. Contractor will adhere to the following TANF funding requirements:
   a. Contractor will complete TANF Eligibility Form for each client served to confirm client eligibility. The form must be updated annually, or when a client’s situation changes.
   b. Contractor will complete time and task reporting in PHNI or a comparable system. Contractor will only use TANF codes when both the client served and the services provided to the client are eligible for TANF funding.
   c. Contractor and Agency will determine a service’s eligibility for TANF based on the following TANF goals:
      i. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives
      ii. End the dependence of needy parents on government benefits by promoting job preparation, work and marriage
      iii. Prevent and reduce out-of-wedlock pregnancies
      iv. Encourage the formation and maintenance of two parent families
   e. Contractor will not use TANF funds for the following:
      i. Contractor’s thirty-five percent (35%) portion of State nurse salaries
      ii. Capital construction/remodeling.
      iii. Endowment funds
      iv. Religious purposes
      v. Grants to individuals
      vi. Deficits or retirement of debt
      vii. Lease or purchase of equipment (Unless previously approved by Agency)
      viii. Rent, unless approval is granted by Agency
      ix. Food
      x. Cash Incentives

C. Contractor will adhere to the following SGF requirements. The purpose of SGF is to help the Contractor address the MCH needs of those individuals within the MCH target populations who are not TANF-eligible and deliver services that are not TANF-eligible.  
   a. Contractor will not use SGF for the following:
i. Capital construction/remodeling
ii. Endowment funds
iii. Religious purposes
iv. Grants to individuals
v. Deficits or retirement of debt
vi. Lease or purchase of equipment, unless approval is granted by Agency
vii. Rent, unless approval is granted by Agency
viii. Food
ix. Cash Incentives

II. HEALTHY BABY HOME VISITATION PROGRAM REQUIREMENTS

A. Contractor will provide appropriate nursing contact to eligible women as legislated in Wyoming Statute: Title 35, Chapter 27, Public Health Nursing Infant Home Visitation Services (Wyo. Stat. Ann §§ 35-27-101, -104). Public Health Nursing (PHN) within the County will provide contacts with eligible pregnant women and following pregnancy with eligible women not contacted prenatally.
   a. For each referral received, the Contractor must make three (3) attempts to contact the referred individual, using the definition of a contact as described below.
      i. The goal for contacting County resident birth referrals is seventy-five percent (75%).
      ii. The goal for contacting County resident Medicaid births is ninety-five percent (95%).
   b. A contact includes a phone call, or hospital, home and/or office visit that consists of a two-way communication where information about available services is exchanged between the nurse and the client.
   c. Contractor will develop a plan to meet the above targets for contacting County resident birth referrals and County resident Medicaid births. The plan will be shared with the MCH State Nurse Consultant by the end of Quarter One of each contract year.
   d. Contractor will collaborate with community partners to develop or update a comprehensive list of MCH client resources available. This list is to be used to support MCH client needs and referrals and educate MCH home visiting nurses on available community services.

B. Contractor will use the following list, as cited in Wyo. Stat. Ann §§ 35-27-101, -104, to prioritize delivery of Healthy Baby Home Visitation services. Contractor will prioritize meeting fidelity requirements for those women who are prioritized for enrollment.
   a. First-time pregnant women under the age of twenty (20) years who are on or eligible for Medicaid or WIC, or both;
   b. Any pregnant woman or family in need of home visitation services who is referred by an attending physician;
   c. First-time births to women who, regardless of age, are on or eligible for Medicaid or WIC, or both;

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TO CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND CAMPBELL COUNTY
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d. Preterm births;
e. Victims of domestic violence;
f. Pregnant women or mothers presenting with a mental illness or substance abuse problem or both, who is an inpatient at the Wyoming State Hospital, a psychiatric hospital, or an inpatient treatment facility, or is referred for services by a community health center;
g. Pregnant women or mothers confined to a county jail, the Wyoming Women’s Center or other correctional facility in-state, on probation or parole, as a result of a conviction of a criminal offense; or
h. Subsequent pregnancy or births where the woman or family is on or eligible for Medicaid or WIC, or both.

C. Contractor will provide home visitation services for eligible pregnant women and women who have delivered as part of the Healthy Baby Home Visitation Program. The Healthy Baby Home Visitation Program is a combination of two (2) models: Nurse-Family Partnership (NFP) and Best Beginnings (BB). NFP is delivered in five (5) counties and BB is delivered in all counties.

D. Contractor will monitor Healthy Baby Home Visitation program data entry into all relevant data systems including but not limited to PHN1 (or comparable data system), MCH Data System (or comparable data system), and NFP data system. All data must be entered within seventy-two (72) hours of visit or contact and entered accurately and completely excluding holidays and weekends.

E. Contractor will deliver BB services.
   a. Contractor will assure BB services are implemented with fidelity to the model as outlined in the Partners for a Healthy Baby curriculum and the PHN Healthy Baby Home Visitation Program guidelines.

F. Contractor will deliver NFP services.
   a. Contractor will assure NFP services are implemented with fidelity to the NFP model following the guidance listed below, approved by the NFP National Service Office (NSO):
      i. Contractor will implement the nineteen (19) revised NFP model elements released on April 1, 2017.
      ii. Contractor will ensure Nurse Home Visitors devote at least point five (0.5) Full Time Employee (FTE) or at least twenty (20) hours a week to NFP.
      iii. Contractor will keep NFP Program Supervisor, MCH Unit, and MCH/NFP State Nurse Consultant informed of implementation issues that arise.
      iv. Contractor will ensure that all NFP Program Supervisors and NFP Nurse Home Visitors attend, participate in, and complete education programs required by MCH and NFP, on a timely basis. Contractor will not be penalized if education program completion is delayed due to Agency budget constraints or insufficient availability of training slots.
v. Contractor will ensure that no Nurse Home Visitor is assigned a caseload or makes a client visit (except in the company of a NFP-educated Nurse Home Visitor) until after she/he has completed initial NFP Education including Units one (1) and two (2) and demonstrates a level of knowledge and competence.

vi. Contractor will implement NFP in accordance with Home Visit Guidelines including:

1. Ensure enrollment of twenty-five (25) clients per full-time (one (1) FTE) Nurse Home Visitor within nine (9) months of beginning implementation, and make best efforts to maintain at least eighty-five percent (85%) of that level of enrollment on an ongoing basis.

2. Ensure that each full-time (one FTE) Nurse Home Visitor carries a caseload of at least twenty-five (25) active families and each half-time Nurse Home Visitors carries a caseload of at least twelve (12) clients;

3. Conduct visits with clients in accordance with the standard NFP visit schedule or an alternative visit schedule approved by NFP Program Supervisor and MCH/NFP State Nurse Consultant which may include Telehealth visits; and

4. Ensure that the essential NFP Program content, as described in the Home Visit Guidelines, is utilized to maintain fidelity in implementing the NFP model.

vii. Contractor will ensure the availability of appropriate, fully functioning computer systems and software at the county for use of NFP data system, and for communication with MCH Unit and/or MCH/NFP State Nurse Consultant by email.

viii. Contractor will work with MCH/NFP State Nurse Consultant to ensure that Nurse Home Visitors participate in monthly team meetings, monthly case conferences, and joint visits every four (4) months.

ix. Contractor will work with MCH/NFP State Nurse Consultant to ensure that NFP Program Supervisors meet the following requirements. Contractor will not be responsible for these requirements if NFP supervision is delivered by the MCH Coordinator or MCH/NFP State Nurse Consultant.

1. Aim to develop a supportive relationship with the Nurse Home Visitors she/he supervises.

2. Meet one-on-one with each Nurse Home Visitor at least bi-weekly to provide clinical supervision using reflection, preferably in person, but by telephone where travel constraints limit nurse or Program Supervisor mobility. In counties or regions with a half-time nurse home visitor with a caseload of minimally twelve (12), one-on-one supervision may occur every two (2) weeks.

3. Run activity reports and quality improvement reports from the NFP data system monthly to assess areas where systems, organizational, or operational changes are needed in order to enhance the overall
quality of program operations; and develop and implement action plans based on such assessments.

4. Discuss any proposed systems, organization, or operational changes with MCH and the MCH/NFP State Nurse Consultant prior to development and implementation of action plans.

5. Monitor and interpret data to inform decisions and evaluate program performance.

Contractor will develop and participate in a Community Advisory Board with diverse representation to ensure broad-based community support for the Contractor’s implementation of NFP. Contractor may utilize existing MCH-oriented Boards as long as concerns and challenges relative to the NFP Program, including referrals, caseload management, and program advocacy issues can be identified and resolved.

G. Contractor will complete all required Healthy Baby Home Visitation Program trainings including but not limited to:
   a. BB Mentorship and Orientation Plan
   b. Required NFP training
   c. BB/NFP Conference Calls

H. Contractor will complete the Healthy Baby Home Visitation section of PHN quarterly performance report within thirty (30) days of the end of the quarter.

III. CHILDREN’S SPECIAL HEALTH (CSH) PROGRAM REQUIREMENTS

The CSH Program provides gap-filling financial assistance and care coordination services for eligible high-risk pregnant women, newborns, and children and youth with special health care needs. The purpose of the program is to identify clients, assure diagnosis and treatment, and provide care coordination using a family-centered, community-based approach. All families are eligible for care coordination services at the local level even if they are not eligible for gap-filling financial assistance.

A. Contractor will conduct outreach to inform potential clients, providers, and stakeholders about the CSH Program.

B. Contractor will distribute CSH brochures to private providers, clinics, hospitals, child development centers, and other local agencies at least annually.

C. Contractor will complete all required CSH trainings.

D. Contractor will contact referred families to assess if a CSH, Maternal High Risk (MHR), or Newborn Intensive Care (NBIC) application is appropriate and if care coordination services are needed.
E. Contractor will respond to the appropriate regional CSH Benefits and Eligibility Specialist in writing within thirty (30) days of the referral. The response will include the result of the referral (e.g. submission of CSH application, referral to community resources).

F. Contractor will assist families in completing CSH applications.

G. Contractor will provide tier-based care coordination for high-risk pregnant women, high-risk newborns, and children and youth with special health care needs regardless of eligibility for the CSH gap-filling financial assistance program. Contractor will refer to the Care Coordination Manual for further details regarding base activities and contacts per tier level.

H. Contractor will complete CSH section of PHN quarterly performance report within thirty (30) days of the end of the quarter.

A. Contractor will perform activities that support improvement on the 2016-2020 Maternal and Child Health State Priorities. Agency staff (including MCH Program Managers) will provide technical assistance and support to the Contractor to assist with addressing outlined priorities. Priorities include:
   a. Improve Access to and Promote Use of Effective Family Planning
   b. Reduce Infant Mortality
   c. Improve Breastfeeding Duration
   d. Reduce Childhood Obesity
   e. Prevent Injury in Children
   f. Promote Preventive and Quality Care for Children and Adolescents
   g. Promote Healthy and Safe Relationships

B. Contractor will ensure MCH staff nurses complete required MCH training course within the first contract year. Agency staff (including MCH Program Managers) will assure availability of relevant MCH training courses.

C. Contractor will complete MCH section of PHN quarterly performance report within thirty (30) days of the end of the quarter.

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ATTACHMENT B:
PUBLIC HEALTH EMERGENCY PREPAREDNESS STATEMENT OF WORK

GENERAL DESCRIPTION
This document is intended as a Statement of Work (SOW) to identify and describe deliverables and payment structure for the development of public health emergency preparedness and response capability in the County through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities. Deliverables have been developed from the Centers for Disease Control and Prevention (CDC) Public Health Preparedness Capabilities: National Standards for State and Local Planning document. The requirements articulated in Attachment B represent known preparedness requirements; the Agency retains the right to change the deliverables as outlined below, based on any additional requirements or information that may come from CDC. Additional requirements or changes will be articulated to the Contractor as soon as possible, once Wyoming Department of Health (WDH) Public Health Emergency Preparedness (PHEP) Unit receives this information. Failure to meet these requirements and show progress in Medical Countermeasures, Pandemic Influenza planning, and all other requirements may affect future funding for WDH, and in turn emergency preparedness funding for the Contractor. Deliverables must be completed by the due date; payments will only be made once all deliverables are met for the prior quarter. PHEP staff is available to facilitate planning activities and provide technical assistance.

Public Health Response Coordinators (PHRC) are typically assigned the responsibility of addressing the deliverables listed below. However, the Contractor is responsible for meeting these requirements whether the Contractor has identified a PHRC or not.

PAYMENT
The source of funds for this Contract is via a Cooperative Agreement from Centers for Disease Control Catalog of Federal Domestic Assistance (CFDA) No. 93.074, in the amount of seventy-two thousand dollars ($72,000.00).

The Agency agrees to pay the Contractor for the services described in this Attachment B. Total payment under this Contract shall not exceed seventy-two thousand dollars ($72,000.00). An advance payment, equaling twenty-five percent (25%) of the contracted amount, shall be made upon execution of the Contract in the amount of eighteen thousand dollars ($18,000.00). Additional funding will be distributed monthly on a reimbursement basis beginning November 2018. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for work performed before the Effective Date of this Contract. Contractor will provide invoices for each month of the contract period on the provided template with supporting documentation, such as copies of vendor invoices, documentation of personnel time and effort, travel receipts, and other documentation as requested. Payments will be reduced by the amount of the advance payment. Final invoice must be submitted within thirty (30) days of the end of the contract period. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this
Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the Agency. Contractor must match ten percent (10%) of total federal funding. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such nonfederal contributions.

A. Restrictions upon funding are as follows:
   i. Contractors may not use funds for research.
   ii. Contractors may not use funds for clinical care except as allowed by law. For the purposes of this Funding Opportunity Announcement (FOA), clinical care is defined as "directly managing the medical care and treatment of patients."
   iii. Contractors may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
   iv. Contractors may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget and approved.
   v. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the awardee.
   vi. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
      a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body,
      b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body,
   vii. Contractors may not use funds for construction or major renovations.
   viii. Contractors may supplement but not supplant existing state or federal funds for activities described in the budget.
   ix. Payment or reimbursement of backfilling costs for staff is not allowed.
   x. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or $187,000 per year.
   xi. Contractors may purchase basic (non-motorized) trailers with prior approval from PHEP.
   xii. PHEP funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
   xiii. PHEP funds may not be used to purchase or support (feed) animals for labs, including mice. Any requests for such must receive prior approval of protocols from the Animal Control Office within CDC and subsequent approval from the CDC OGS.
   xiv. Contractors may not use funds to purchase a house or other living quarters for those under quarantine.
xv. PHEP awardees cannot use funds to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

xvi. PHEP awardees can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts.

xvii. PHEP awardees can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.

xviii. PHEP awardees can use funds to support appropriate accreditation activities that meet the Public Health Accreditation Board’s preparedness-related standards.

xix. Contractor cannot use funds for bonuses or incentives.

xx. All expenditures must support and relate to Attachment C, Statement of Work.

xxi. Newly hired Public Health Response Coordinator salary will be reimbursed at an amount not to exceed twenty-six dollars ($26.00) per hour, and benefits not to exceed 40% of the salary.

xxii. Current PHRC salaries will be reimbursed at thirty dollars ($30.00) per hour, or current salary, whichever is less. Benefits will be reimbursed at the July 1, 2017 budget rate.


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**TIMELINE AND DELIVERABLES**

The following table shows specific tasks, milestones, completion dates, and estimated payments. The *Deliverables Guidance Matrix for July 1, 2018 – June 30, 2019* will be distributed to Contractor prior to July 1, 2018. All deliverables must be submitted to the Contract Reporting Tool (CRT) including invoices for reimbursement, PHNI report, and quarterly match summary. For jurisdictions not utilizing PHNI, match supporting documentation must be submitted.

<table>
<thead>
<tr>
<th>Timetable and Deliverables for Contractor</th>
<th>Description</th>
<th>Months</th>
<th>Cost</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1 requirements due no later than September 30, 2018</td>
<td>3</td>
<td>Estimated 1/4 payment</td>
<td>Upon execution of the Contract</td>
<td></td>
</tr>
</tbody>
</table>

**Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)**

1. Conduct quarterly Public Health Emergency Preparedness advisory meetings, with partner membership representing at least the following 11 community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media;
mental/behavioral health; aging services; education and childcare settings. Utilize this advisory committee to develop strategies for at-risk populations.

2. Attend Healthcare Coalition (HCC) quarterly meetings if held.
3. Plan for immediate and long-term mental/behavioral health needs based on C-MIST assessments.

Domain 2: Strengthen Incident Management (Capability 3)
4. Meet with PHRC supervisor quarterly to review progress, review deliverables, and complete the progress report. Progress report will be submitted to the CRT after approval of supervisor.
5. Submit a quarterly match summary by completing the county fiscal document on the CRT. Submit a quarterly match report (either from PHNI system if PHEP time is tracked or other method if Contractor does not use PHNI to track PHEP support) and upload to CRT. These must be submitted no later than the 20th of the month.
6. Attend monthly PHRC - PHEP calls. These typically occur on the third Tuesday of each month. If PHRC cannot attend, either another person from that jurisdiction can attend, or the PHRC can review the recording of the call.
7. Conduct training, drills, and exercises of the public health jurisdictional incident command structure as it applies to responding to public health threats and emergencies.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)
8. Validate all alerting and notification groups and members, including Public Health Incident Command System (PHICS) members.
9. Maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHEP for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.
10. Update public health 24x7 after hours contact information quarterly or as changes occur.
11. Participate in one statewide radio drill each month (PHRC or designee).
12. Conduct at least one notification drill for PHICS.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)
13. Conduct alerting and notification drill for Strategic National Stockpile (SNS) teams and all SNS sites: Points of Dispensing (POD), County Staging Area (CSA), Emergency Operations Center (EOC), etc. and post data collection information, supporting documentation, and improvement plan to the CRT.
14. Conduct redundant communication and radio drill for SNS teams and all SNS sites (POD, CSA, EOC, etc.) and post data collection information, supporting documentation, and improvement plan to the CRT.
15. Attend MCM guidance and training webinar that will focus on latest MCM guidance and statewide transition to new forms and reporting requirements.
Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)
16. Ensure volunteers are included in training, drills, and exercises.

Domain 6 Strategy: Strengthen Biosurveillance (Capabilities 12 and 13)
17. Review the 888 line training webinar prior to September 8, 2018.
18. Conduct a white powder notification drill with the 24/7 Emergency Notification line during the week of September 9-15, 2018.

<table>
<thead>
<tr>
<th>Quarter 2 requirements due no later than December 31, 2018</th>
<th>Estimated 1/4 payment</th>
<th>Upon submission of monthly invoices</th>
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<tbody>
<tr>
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</tbody>
</table>

Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)
1. Conduct quarterly Public Health Emergency Preparedness advisory meetings, with partner membership representing at least the following 11 community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; aging services; education and childcare settings. Utilize this advisory committee to develop strategies for at-risk populations.
2. Attend HCC quarterly meetings if held.

Domain 2: Strengthen Incident Management (Capability 3)
3. Meet with PHRC supervisor quarterly to review progress, review deliverables, and complete the progress report. Progress report will be submitted to the CRT after approval of supervisor.
4. Submit a quarterly match summary by completing the county fiscal document on the CRT. Submit a quarterly match report (either from PHNI system if PHEP time is tracked or other method if Contractor does not use PHNI to track PHEP support) and upload to CRT. These must be submitted no later than the 20th of the month.
5. Attend monthly PHRC - PHEP calls. These typically occur on the third Tuesday of each month. If PHRC cannot attend, either another person from that jurisdiction can attend, or the PHRC can review the recording of the call.
6. Conduct training, drills, and exercises of the PHICS as it applies to responding to public health threats and emergencies.
7. Conduct at least one notification drill for PHICS.
8. Participate in at least one Essential Elements of Information (EEI) drill with WDH State Health Operations Center (SHOC) and WDH Incident Management Team (IMT). Response must be provided within the timeframe identified in the EEI request.
9. Participate in county Training and Exercise Planning Workshop (TEPW) with emergency management or conduct an ESF #8 TEPW with partners.
10. Complete all sections of the Multi-Year Training and Exercise Plan (MYTEP) following TEPW, to include a TEPW summary. TEPW section in the MYTEP must be completed and include at a minimum five (5) MCM areas for improvement. Respond to the State HPP / PHEP ESF #8 TEPW Survey Data Call.
11. Maintain and provide documentation of PHICS training. Maintain records for review during the site visit.

**Domain 3: Strengthen Information Management (Capabilities 4 and 6)**
12. Validate all alerting and notification groups and members, including PHICS members.
13. Maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHEP for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.
14. Update public health 24x7 after hours contact information quarterly or as changes occur.
15. Participate in one statewide radio drill each month (PHRC or designee).
16. Respond to PHEP conducted drills of Contractor 24/7 after hours phone numbers during the quarter. Contact must be made with public health nursing staff, and contact with dispatch no longer serves as meeting the deliverable.

**Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)**
17. Conduct alerting and notification drill for SNS teams and all SNS sites: Points of Dispensing (POD), County Staging Area (CSA), Emergency Operations Center (EOC), etc. and post data collection information, supporting documentation, and improvement plan to the CRT.
18. Conduct redundant communication and radio drill for SNS teams and all SNS sites (POD, CSA, EOC, etc.) and post data collection information, supporting documentation, and improvement plan to the CRT.
19. Manage and maintain a stockpile of PPE and respirators for their respective county that meets or exceeds 2014 PHN PPE Guide. Update and submit a Personal Protective Equipment inventory list.

**Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)**
20. Ensure volunteers are included in training, drills, and exercises.
21. Identify three public health staff for access to the WDH Hospital Bed Tracking System and coordinate with the Hospital Preparedness Program coordinator to maintain or obtain access and training. One of the three public health staff identified will be the county nurse manager or department director.
22. Create roster of clinical staff for medical shelters working with local partners and PHRCs in adjoining jurisdictions.
23. Conduct at least one volunteer assembly drill using a public health emergency scenario.
24. Coordinate the identification, recruitment, registration, training, and engagement of volunteers to support the jurisdiction’s response to incidents.

**Domain 6 Strategy: Strengthen Biosurveillance (Capabilities 12 and 13)**

*There are no contract deliverables for this domain during quarter 2.*

<table>
<thead>
<tr>
<th>Quarter 3 requirements due no later than March 31, 2019</th>
<th>3</th>
<th>Estimated 1/4 payment</th>
<th>Upon submission of monthly invoices</th>
</tr>
</thead>
</table>
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)

1. Conduct quarterly Public Health Emergency Preparedness advisory meetings, with partner membership representing at least the following 11 community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; aging services; education and childcare settings. Utilize this advisory committee to develop strategies for at-risk populations.

2. Attend HCC quarterly meetings if held.

3. Internally review fifty percent of office plans and county plans that include a public health component and update as warranted. The list will be provided.

4. Attend two (2) PHEP sponsored webinars covering radiological incidents and Community Reception Center operations. Dates - TBD, but likely one webinar in February 2019 and one webinar in March 2019.

5. Identify at-risk clusters and individuals by collaborating with partners. Map clusters against known risk factors.

Domain 2: Strengthen Incident Management (Capability 3)

6. Meet with PHRC supervisor quarterly to review progress, review deliverables, and complete the progress report. Progress report will be submitted to the CRT after approval of supervisor.

7. Submit a quarterly match summary by completing the county fiscal document on the CRT. Submit a quarterly match report (either from PHNI system if PHEP time is tracked or other method if Contractor does not use PHNI to track PHEP support) and upload to CRT. These must be submitted no later than the 20th of the month.

8. Attend monthly PHRC - PHEP calls. These typically occur on the third Tuesday of each month. If PHRC cannot attend, either another person from that jurisdiction can attend, or the PHRC can review the recording of the call.

9. Conduct training, drills, and exercises of the public health jurisdictional incident command structure as it applies to responding to public health threats and emergencies.

10. Submit asset inventory no later than March 31, 2019.

11. Update and sustain expedited fiscal and administrative preparedness procedures.

12. Conduct at least one notification drill for PHICS.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

13. Validate all alerting and notification groups and members, including PHICS members.

14. Maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHEP for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.

15. Update public health 24x7 after hours contact information quarterly or as changes occur.

16. Participate in one statewide radio drill each month (PHRC or designee).
Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

17. Conduct alerting and notification drill for SNS teams and all SNS sites: Points of Dispensing (POD), County Staging Area (CSA), Emergency Operations Center (EOC), etc. and post data collection information, supporting documentation, and improvement plan to the CRT.

18. Conduct redundant communication and radio drill for SNS teams and all SNS sites (POD, CSA, EOC, etc.) and post data collection information, supporting documentation, and improvement plan to the CRT.

19. Submit an MCM Action Plan citing up to 10 items that will be worked on to bring the programs up to the "established" level as determined by the CDCs MCM Guidance dated November 1, 2017.

20. Submit a copy of local Jurisdictional Data Sheets (JDS), a copy of the most current SNS base plan, a copy of the action plan and necessary supporting documentation for items listed in their action plan to the MCM-ORR website.

21. Provide updated list of current spokesperson and public information officer. If these individuals are within the public health office, ensure appropriate training is taken and documented on data collection sheet and posted to CRT.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

22. Ensure volunteers are included in training, drills, and exercises.

Domain 6 Strategy: Strengthen Biosurveillance (Capabilities 12 and 13)

There are no contract deliverables for this domain during quarter 3.

<table>
<thead>
<tr>
<th>Quarter 4 requirements due no later than June 30, 2019</th>
<th>3</th>
<th>Estimated 1/4 payment</th>
<th>Upon submission of monthly invoices</th>
</tr>
</thead>
</table>

Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)

1. Conduct quarterly Public Health Emergency Preparedness advisory meetings, with partner membership representing at least the following 11 community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; aging services; education and childcare settings. Utilize this advisory committee to develop strategies for at-risk populations.

2. Attend HCC quarterly meetings if held

3. Develop and document at-risk planning needs in a local annex based on CMIST assessments.

Domain 2: Strengthen Incident Management (Capability 3)

4. Meet with PHRC supervisor quarterly to review progress, review deliverables, and complete the progress report. Progress report will be submitted to the CRT after approval of supervisor.

5. Submit a quarterly match summary by completing the county fiscal document on the CRT. Submit a quarterly match report (either from PHNI system if PHEP time is tracked or
other method if Contractor does not use PHNI to track PHEP support) and upload to CRT. These must be submitted no later than the 20th of the month.

6. Attend monthly PHRC - PHEP calls. These typically occur on the third Tuesday of each month. If PHRC cannot attend, either another person from that jurisdiction can attend, or the PHRC can review the recording of the call.

7. Conduct training, drills, and exercises of the public health jurisdictional incident command structure as it applies to responding to public health threats and emergencies.

8. Participate in at least one Essential Elements of Information (EEI) drill with WDH-SHOC and WDH Incident Management Team (IMT). Response must be provided within the timeframe identified in the EEI request.

9. Maintain and provide documentation of PHICS training. Maintain records for review during the site visit.

10. Participate in a Fiscal Preparedness exercise with PHEP to demonstrate expedited fiscal and administrative preparedness procedures.

11. Conduct at least one notification drill for PHICS.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

12. Validate all alerting and notification groups and members, including PHICS members.

13. Maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHEP for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.

14. Update public health 24x7 after hours contact information quarterly or as changes occur.

15. Participate in one statewide radio drill each month (PHRC or designee).

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

16. Conduct alerting and notification drill for SNS teams and all SNS sites: Points of Dispensing (POD), County Staging Area (CSA), Emergency Operations Center (EOC), etc. and post data collection information, supporting documentation, and improvement plan to the CRT.

17. Conduct redundant communication and radio drill for SNS teams and all SNS sites (POD, CSA, EOC, etc.) and post data collection information, supporting documentation, and improvement plan to the CRT.

18. Review plans for volunteer support during a dispensing (Open and/or Closed POD) campaign.

19. Review, maintain, and adhere to the respiratory plan for appropriate public health staff with updates made to the plan as necessary.

20. Complete N95 fit testing for all staff assigned a respirator annually, assist with and verify the responder has received annual training. Note: N95 fit testing must be conducted for all staff including those assigned a Powered Air Purifying Respirator (PAPR).

21. Maintain PHEP owned PortaCount equipment by appropriate storage and transport and ensuring annual calibration and necessary repairs are completed with TSI incorporated.
22. Ensure Emergency Responder Health Monitoring and Surveillance is incorporated in local plans.

23. Participate in local technical assistance review site visit from PHEP and PHN representatives. Seven local jurisdictions are Teton, Park, Hot Springs, Fremont, Uinta, Carbon, and Goshen counties.

**Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)**

24. Ensure volunteers are included in training, drills, and exercises.

25. Conduct at least one volunteer assembly drill using a public health emergency scenario that addresses staffing, just-in-time training, safety briefing, and position assignments in a medical countermeasures dispensing or mass vaccination scenario.

26. Coordinate the identification, recruitment, registration, training, and engagement of volunteers to support the jurisdiction’s response to incidents.

**Domain 6 Strategy: Strengthen Biosurveillance (Capabilities 12 and 13)**

*There are no contract deliverables for this domain during quarter 4.*

**Annual requirements due no later than June 30, 2019**

It is highly recommended that these activities be completed early in the contract period.

1. Participate in performance measurement data collection activities.
2. Complete a medical countermeasure inventory drill.
3. Conduct a drill that distributes (communicates) situational awareness, emergency information, and risk information to partners in three hours or less.
4. Train partners in SNS, CSA, Intermediate Distribution Site (IDS), POD operations and security needs by utilizing PHEP recorded training sessions.
5. Coordinate with hospitals to ensure public health and hospitals understand and concur with each other’s role during public health emergencies.
6. Create and maintain Memorandum of Understanding (MOUs), letters of agreement, or other documents of concurrence with volunteer partners.
7. Submit After Action Report / Improvement Plan (AAR/IP) for tabletop exercises no later than 45 days after the conclusion of the exercise.
8. Submit AAR/IP for functional or full-scale exercises, incidents, or events no later than 60 days after termination of the exercise, incident, or event.
9. Include PHEP staff and PHN Liaison as observers in functional and full-scale exercises. Contractor is required to provide a minimum of 30-day notice.
10. Provide additional documentation within timeframe for verification of deliverables from the Contractor as PHEP requests
11. Comply with Contractor monitoring by PHEP. PHEP will conduct Contractor monitoring site visits to eight counties (Sheridan, Campbell, Crook, Teton, Park, Big Horn, Uinta, and Sweetwater) and conduct telephone or Zoom interviews with the remaining counties. Additional information and guidance for these visits will be distributed through email to the Contractor and Public Health Response Coordinator.
12. Substantial failure to meet the deliverables may result in potential funding penalties in future awards.

13. Train partners in SNS, CSA, Intermediate Distribution Site (IDS), POD operations and security needs.

14. PHRC (or local designee) will attend the in person meeting (Face2Face) as scheduled two times per year.

15. New PHRCS, Public Health Nursing (PHN), and health department directors will attend WARN training within 30 days of hire.

16. Include planning for at-risk populations in jurisdictional emergency preparedness trainings, drills, exercises, and report on this in corresponding data collection sheets and AAR/IP’s.

**Training requirements due no later than June 30, 2019**

It is highly recommended that these activities be completed early in the contract period.

1. Prior to registering for courses at EMI (Emmitsburg), CDP (Anniston), or other out of state locations approval must be obtained through the PHEP Training Coordinator (Jim Smith).


3. Attend and complete (for new hire PHRCs) Emergency Responder Health Monitoring and Surveillance (ERHMS) Online Training Course offered by the CDC on WyTRAIN and the Respiratory Protection (RP) class offered at the Center for Domestic Preparedness within one year of hire date.

4. Complete FEMA IS-808: Emergency Support Function (ESF) #8 — Public Health and Medical Services course if not completed in last five years.

5. Attend the HCL MGT-901, Healthcare Leadership for Mass Casualty Incidents course at the Center for Domestic Preparedness, Anniston, AL if not completed in the last five years.

6. Complete FEMA IS-106.18 Workplace Violence Awareness Training https://emilms.fema.gov/IS0106.18/curriculum/1.html if not completed in last five years.


8. Complete IS 244 b - Developing and Managing Volunteers https://emilms.fema.gov/IS244b/index.htm. If not completed in the last five years.


11. Attend all calls, webinars, scheduled, or assigned self-pace/independent studies throughout the year that address TEPW Survey Areas for Improvement and identified training needs.

12. Report in the quarterly report any ICS training attended or conducted during this contract period.
ATTACHMENT C:
PUBLIC HEALTH EMERGENCY PREPAREDNESS CRISIS RESPONSE FUNDING
STATEMENT OF WORK

GENERAL DESCRIPTION

This document is intended as a Statement of Work (SOW) to identify and describe important milestones and deliverables for the Contractor as part of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement for Emergency Response: Public Health Crisis Response Contract. The goal of the project is to enhance the state's ability to rapidly mobilize and respond to public health emergencies identified by the CDC. Wyoming seeks to pre-approve local jurisdictions to receive funding for Health and Human Services (HHS) Secretarial declared and non-declared public health (PH) emergencies of such magnitude, complexity, or significance that it would have an overwhelming impact upon, and exceed resources available to Wyoming. No funding is available for this contract until the CDC distributes response funding to Wyoming. Any funding tied to this contract will only be made available once CDC has determined a PH emergency exists or is considered eminent. Jurisdictions will need to be capable of activating new or surging current emergency response activities within a two (2) day period. This program is authorized under section 311(c)(1) of the Public Health Service Act (42 USC § 243(c)(1)), subject to available funding and other requirements and limitations.

The requirements articulated in Attachment D represent known response requirements; the Agency retains the right to change the deliverables as outlined below, based on any additional requirements or information that may come from CDC. CDC may establish ad hoc due dates based on the needs of the crisis. Additional requirements or changes will be articulated to the Contractor as soon as possible, once Wyoming Department of Health (WDH) Public Health Emergency Preparedness (PHEP) Unit receives this information. Failure to meet these requirements may affect future funding for WDH, and in turn emergency response funding for the Contractor. Deliverables must be kept up to date; quarterly payments will only be made once all deliverables are met for the prior quarter. PHEP staff is available to facilitate planning activities and provide technical assistance. It is understood that Public Health Response Coordinators (PHRC) are typically assigned the responsibility of addressing the deliverables listed below and support the Emergency Support Function #8 Public Health and Medical during a response.

PAYMENT

The source of funds for this Contract is via a Cooperative Agreement from Centers for Disease Control Catalog of Federal Domestic Assistance (CFDA) No. 93.354, in the amount of up to one hundred thousand dollars ($100,000.00).

The Agency agrees to pay the Contractor for the services described in Attachment D. Total payment under this Contract shall not exceed one hundred thousand dollars ($100,000.00). An advance payment, equaling twenty-five percent (25%) of the contracted amount, shall be made upon execution of the Contract in the amount of twenty-five thousand dollars ($25,000.00). Additional funding will be distributed monthly on a reimbursement basis. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. No
payment shall be made for work performed before the Effective Date of this Contract. Contractor will provide invoices for each month of the contract period on the provided template with supporting documentation, such as copies of vendor invoices, documentation of personnel time and effort, travel reimbursement, and other documentation as requested. Payments will be reduced by the amount of the advance payment. Final invoice must be submitted within thirty (30) days of the end of the contract period. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the Agency.

A. Payment shall be made monthly upon receipt of invoices from the Contractor in sufficient detail to ensure that payments are made in conformance with this Contract. All invoices for the term of this Contract must be submitted to the Public Health Emergency Preparedness Unit, 6101 Yellowstone Road, Suite 400, Cheyenne, Wyoming 82002 within sixty (60) days of the end of the contract period.

B. Restrictions upon funding are as follows:
   i. Contractor may not use funds for research.
   ii. Contractor may not use funds for clinical care except as allowed by law.
   iii. Contractor may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
   iv. Generally, Contractor may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
   v. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
   vi. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
      a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
      b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
      c. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
   vii. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
   viii. In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or Contractor, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that

ATTACHMENT C

TO CONTRACT BETWEEN

WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND CAMPBELL COUNTY

PAGE 2 OF 6
conducts such activities. See Additional Requirement (AR) 35 for applicability (https://www.cdc.gov/grants/additionalrequirements/ar-35.html).

ix. Contractor cannot use funds for bonuses or incentives.

x. All expenditures must support and relate to Attachment D, Statement of Work. All work and expenditures must support and comply with Cooperative Agreement for Emergency Response: Public Health Crisis Response CDC-RFA-TP18-1802.

**TIMELINE AND DELIVERABLES**

All deliverable documentation must be submitted to the Contract Reporting Tool (CRT).

<table>
<thead>
<tr>
<th>Task</th>
<th>In place within</th>
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<tbody>
<tr>
<td>1.</td>
<td>2 days</td>
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<tr>
<td>2.</td>
<td>10 days</td>
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<tr>
<td>3.</td>
<td>Ongoing</td>
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<tr>
<td>4.</td>
<td>Ongoing</td>
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<tr>
<td>5.</td>
<td>Ongoing</td>
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</tbody>
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**ATTACHMENT C**

**TO CONTRACT BETWEEN**

**WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION**

**AND CAMPBELL COUNTY**

**PAGE 3 OF 6**
<table>
<thead>
<tr>
<th></th>
<th>Task Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Assess current capacity and capability and determine decision-making processes and authorities for necessary public health activities.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>7</td>
<td>Provide technical assistance to local and tribal health partners on development of public health emergency response plans and assist in the identification of resources.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>8</td>
<td>Review and implement preparedness plans to ensure emergency rapid hiring and expedited contracting processes are in place, if needed.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>9</td>
<td>Organize regular meetings between the public health emergency response incident manager and the jurisdiction’s preparedness and response partners to discuss plans and current progress and to ensure broadly understood decision-making processes are in place.</td>
<td>Ongoing</td>
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<tr>
<td>10</td>
<td>Assess the need to refresh or increase information technology equipment for incident management.</td>
<td>Ongoing</td>
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<tr>
<td>11</td>
<td>Ensure adequate public health response workforce to fulfill essential positions.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>12</td>
<td>Procure equipment to effectively manage the response.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>13</td>
<td>Protect the health and safety of our communities by preparing state and local public health to respond to public health threats such as infectious diseases, natural disasters, and chemical, biological, radiological and incidents.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>14</td>
<td>Identify at risk populations</td>
<td>Ongoing</td>
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<tr>
<td>15</td>
<td>Include at risk populations in updated response and recovery plans</td>
<td>Ongoing</td>
</tr>
<tr>
<td>16</td>
<td>Engage representative partners from at risk populations to exercise plans and drills</td>
<td>Ongoing</td>
</tr>
<tr>
<td>17</td>
<td>Identify gaps in training to improve operations</td>
<td>Ongoing</td>
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<tr>
<td>18</td>
<td>Purchase additional personal protective equipment (PPE) for responder health and safety.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>19</td>
<td>Hold local meetings to engage agencies, including local health departments, and others, such as healthcare facilities, poultry producers, medical providers, to enhance existing policy and protocol coordination in preparation for a novel emerging disease outbreak, such as Highly Pathogenic Asian Avian Influenza.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>20</td>
<td>Coordinate information sharing among public health agency staff, healthcare personnel, EMS providers, and the public.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>21</td>
<td>Support and utilize WDH risk communication messages and plans that target the public and the healthcare sector regarding risks to the public, risk of transmission, and protective measures. These messages will be provided to the local PIO for consideration.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>22</td>
<td>Translate or provide translated infectious disease risk communication materials.</td>
<td>Ongoing</td>
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<tr>
<td>23</td>
<td>Coordinate with state, tribal, and local public health officials, and other stakeholders to ensure jurisdictional personnel have the most up-to-date information on the specific emergency</td>
<td>Ongoing</td>
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<tr>
<td></td>
<td>Task Description</td>
<td>Status</td>
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<tr>
<td>24.</td>
<td>Initiate a communications campaign to raise public awareness of public health emergencies funded under this NOFO. Primary messaging should focus on awareness, and specific actions the public can take to protect themselves. Work with key partners and stakeholders to coordinate communication messages, products, and programs for affected communities, travelers, and clinicians.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>25.</td>
<td>Update scripts for information lines with specific public health emergency messaging (alerts, warnings, and notifications) relevant to the funded emergency and provided by WDH.</td>
<td>Ongoing</td>
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<tr>
<td>26.</td>
<td>Contract with vendor for surge capacity for local public health information line.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>27.</td>
<td>Monitor local news stories and social media postings to determine if information is accurate, identify messaging gaps, and make adjustments to communications as needed.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>28.</td>
<td>Contract with vendors for translation (as necessary), printing, signage, audiovisual, public service announcement development and dissemination.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>29.</td>
<td>Complete training for access to an online repository of messages, press releases, guidance (for a variety of audiences, including clinicians), a communication plan, web content, and other resources that can be rapidly retrieved, edited, adapted, translated, and disseminated to appropriate parties</td>
<td>Ongoing</td>
</tr>
<tr>
<td>30.</td>
<td>Implement protocols to notify local health providers of a possible highly infectious disease case.</td>
<td>Ongoing</td>
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<tr>
<td>31.</td>
<td>Complete PPE training, including proper donning and doffing for public health responders.</td>
<td>Ongoing</td>
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<tr>
<td>32.</td>
<td>Complete webinar training on access to contingency contract for clean-up, disinfection, and disposal.</td>
<td>Ongoing</td>
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<tr>
<td>33.</td>
<td>Manage access to and administration of pharmaceutical and non-pharmaceutical interventions.</td>
<td>Ongoing</td>
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<tr>
<td>34.</td>
<td>Identify, administer, and coordinate control measures.</td>
<td>Ongoing</td>
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<tr>
<td>35.</td>
<td>Ensure safety and health of responders.</td>
<td>Ongoing</td>
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<tr>
<td>36.</td>
<td>Operationalize response plans.</td>
<td>Ongoing</td>
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<tr>
<td>37.</td>
<td>Rapidly dispense essential medical countermeasures to affected population.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>38.</td>
<td>Under the direction of the Wyoming State Health Officer, coordinate and support the WDH Monitoring Policy as warranted for the following items:</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td>a. Alternate travel plans for individuals subject to controlled movement who are not allowed to travel by long-distance commercial conveyances, such as aircraft, ship, bus, or train</td>
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<tr>
<td></td>
<td>b. How jurisdictions will ensure permitted travel is conducted by non-commercial conveyances</td>
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<td></td>
<td>c. Whether federal public health travel restrictions (Do Not Board) will be used to enforce controlled movement</td>
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<tr>
<td></td>
<td>d. Whether specific community locations will be designated for safe housing of persons subject to restricted movement and the role of</td>
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</table>
public health orders and corresponding compensation and support to be provided to individuals under a public health order.

c. The role of public health in coordinating with healthcare facilities and jurisdictional authorities to ensure the separation (through isolation or quarantine) of an individual or group who is reasonably believed to be infected with a highly infectious disease from those who are not infected to prevent the possible spread to others who have not been exposed.

PROGRESS REPORTS

Progress reports shall be submitted at three-month intervals. PHEP will provide the progress report template. Progress reports are due on the last day of the month following the reporting period.

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ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION AND
CAMPBELL COUNTY

1. **Purpose.** The Parties to this Contract agree that Contractor, Campbell County, is a Business Associate of the Wyoming Department of Health, Public Health Division, (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Contract. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the “Privacy and Security Rules.”

2. **Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the “Business Associate.”

3. **Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to provide maternal and child health services as set forth in the Contract, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:

   A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.

   B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.

   C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION (AGENCY)
AND CAMPBELL COUNTY (BUSINESS ASSOCIATE)

Template Version July 2013
D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.

E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111–5 on the Health and Human Services website.

F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.

i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.

ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.

iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions,
conditions, and requirements that apply to the Business Associate under the terms of this attachment.

H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.

I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to comply with an individual’s request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall notify the Agency within three (3) business days following its receipt of such request. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for protected health information. The Parties’ failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Contract and all other contracts between the Parties.

J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. The Parties’ failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Contract and all other contracts between the Parties.

K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business Associate on behalf of the Agency available to the Agency or to the Secretary of Health and Human Services for purposes of determining the Agency’s or Business Associate’s compliance with the Privacy and Security Rules. The Business Associate shall notify the Agency if it provides such information to the Secretary.

L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a
request by an individual for an accounting of disclosures under 45 CFR § 164.528. The Business Associate shall comply with the Agency's request for such information within seven (7) business days following the Agency's request. Should the Business Associate receive such request directly, it will notify the Agency. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties' failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Contract and all other contracts between the Parties.

M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Agency.

N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.

O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

4. Responsibilities of Agency Pursuant to this Attachment. The Agency shall inform the Business Associate of the Agency's notice of privacy practices and restrictions on protected health information. The first such notice and restrictions shall be given to the Business Associate no later than the date of the last signature to the Contract. In addition, the agency agrees to the following:

A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111–5.
D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.

E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

A. Amendments. If the Contract must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Contract upon thirty (30) days' prior written notice to the other party.

B. Interpretation. Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Contract shall be construed to allow or require either Party to violate such rules.

C. Notices. In addition to the notice provisions set forth in the Contract, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency's designated representative for this Contract and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.

D. Termination. In addition to the termination provisions in the General Provisions section of this Contract, the Contract may be terminated for cause if the Business Associate materially violates the terms of this attachment.

i. Material Violation of Attachment. Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency which involves the use or disclosure of protected health information, as determined by the Agency, shall constitute a material violation and shall entitle the Agency to terminate this Contract immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information.
health information, by notifying the Business Associate of such termination.

ii. Cure. If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate’s primary contracts with the Agency, and the Agency does not terminate this Contract pursuant to subsection “i” above, then the Agency may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate’s efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Contract, where feasible, or if termination is not feasible, may report the Business Associate’s violation to the Secretary of Health and Human Services or his designee.

iii. Effect of Termination. Upon termination of this Contract for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Agency. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.

iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
The following page(s) contain the backup material for Agenda Item: 9:45 Bennor Estates I&S District Enlargement, Phase I

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
MEMORANDUM

TO: Board of Campbell County Commissioners

FROM: Kendra R. Anderson
Deputy Campbell County Clerk

DATE: March 26, 2019

RE: Bennor Estates Phase I Improvement and Service District Enlargement

Attached to this memo is a Certificate of the Petition for Enlargement of the Bennor Estates Phase I, Order Setting Date for a Hearing and Notice of Public Hearing on the petition. Please add these to your April 2, 2019 meeting agenda. If approved, there will be a hearing on May 7, 2019 at 10:30 AM with an Order to follow at your May 21, 2019 meeting.

Please contact me if you need more information.

cc:
Carol Seeger
Helenanne Cathey
BEFORE THE CAMPBELL COUNTY
BOARD OF COUNTY COMMISSIONERS

IN THE MATTER OF: )
 )
A Petition for Enlargement of )
Bennor Estates Phase I )
Improvement and Service District )

CERTIFICATION OF THE PETITION FOR ENLARGEMENT OF THE BENNOR
ESTATES PHASE I IMPROVEMENT AND SERVICE DISTRICT

THIS IS TO CERTIFY that I have reviewed the Petition for Enlargement of the Bennor Estates
Phase I Improvement and Service District and have verified the qualifications of all signers
utilizing the appropriate records and hereby certify that the signers of the petition are the owners
(legal/titled owners) of the land proposing to be included into the district and represent not less
than 25% of the landowners owning not less than 25% of the assessed valuation of the property
within the area proposed to be included. The signer is the only landowner, owning 100% of the
property within the proposed area. Bennor Estates Phase I Improvement and Service District
Board of Directors approved a resolution for the enlargement on December 18, 2018.

The petition was originally received in December of 2018. The information had not been
submitted to the Campbell County Assessor or the Department of Revenue. Since December
2018, the information has been submitted and approved by the Campbell County Assessor and
the Department of Revenue.

If, after a hearing on the matter, the petition is approved by the Campbell County Board of
Commissioners, an election need not be held due to the fact the landowner and Board of
Directors agree to the inclusion of the new area within the district.

The petition is being forwarded to you to set a hearing date.

Kendra R. Anderson
Deputy County Clerk

Dated: March 27, 2019
BEFORE THE CAMPBELL COUNTY
BOARD OF COUNTY COMMISSIONERS

IN THE MATTER OF:

A Petition for Enlargement of Bennor Estates Phase I Improvement and Service District

ORDER SETTING DATE FOR A HEARING ON THE PETITION

PLEASE TAKE NOTICE THAT on March 14, 2019, a petition was filed requesting enlargement of the Bennor Estates Phase I Improvement and Service District.

WHEREAS, the petition satisfies the requirements set forth in Wyoming Statute §22-29-105 through Wyoming Statute §22-29-108;

IT IS HEREBY ORDERED that pursuant to W.S. §22-29-109, the Board of County Commissioners shall hold a hearing on the Petition for Enlargement of the Bennor Estates Phase I Improvement and Service District on May 7, at 10:30 A.M. in the Commissioner’s Chambers of the Campbell County Courthouse, 500 S. Gillette Ave., Gillette, Wyoming.

IT IS FURTHER ORDERED that notice of the hearing shall be given in accordance with W.S. 22-29-109 (a) (ii).

ORDERED this 2nd day of April 2019.

CAMPBELL COUNTY BOARD OF COUNTY COMMISSIONERS

Rusty Bell, Chairman

ATTEST:

Susan F. Saunders, County Clerk
BEFORE THE CAMPBELL COUNTY
BOARD OF COUNTY COMMISSIONERS

IN THE MATTER OF:

A Petition for Enlargement of
Bennor Estates Phase I
Improvement and Service District

NOTICE OF PUBLIC HEARING ON PETITION FOR ENLARGEMENT OF BENNOR
ESTATES PHASE I IMPROVEMENT AND SERVICE DISTRICT

PLEASE TAKE NOTICE THAT a hearing will be held upon the petition filed by
Austin Brown requesting the enlargement of Bennor Estates Phase I Improvement and Service
District as follows:

1. The purpose of the petition filed with the Board of Campbell County
Commissioners seeks to enlarge the boundaries of Bennor Estates Phase I Improvement and
Service District, for water to be purchased. The Board of Directors of the district have
approved the enlargement as proposed.

2. The name of the district is Bennor Estates Phase I Improvement and Service
District. The land proposed to be included in the district is attached as Exhibit A.

3. The hearing will be held on May 7, 2019 at 10:30 A.M. in the chambers of the
Board of County Commissioners located in the Campbell County Courthouse, 500 S. Gillette
Ave., Gillette, Wyoming.

All interested persons may appear and be heard on the matter.

DATED THIS 2nd day of April 2019
CAMPBELL COUNTY BOARD OF COUNTY COMMISSIONERS

Rusty Bell, Chairman

ATTEST:

Susan F. Saunders, County Clerk
April 17, 2019
April 26, 2019
EXHIBIT A

A tract of land located in portions of the SW ¼ SE ¼ and the SE ¼ SW ¼ of Section 4, T.49N., R.73W. of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 4; thence N 36° 39' 20" E, 66.16 feet to the True Point of Beginning at the southeast corner of said tract, said corner being on the north right-of-way line of Force County Road and common to the southwest corner of Lot 8, Block 1 of Bennor Estates, Phase I, as recorded in Plat Book 8, Page 75, Folder 31 in the office of the Campbell County Clerk; thence along the east boundary line of said tract, said line being common to the westerly boundary line of said Bennor Estates, Phase I, the following 4 courses; N 6° 05' 18" W, 372.46 feet; thence S 88° 20' 09" W, 25.79 feet; thence N 3° 02' 29" W, 483.65 feet to the northeast corner of said tract, said corner being common to the northwest corner of Lot 3, Block 1 of said Bennor Estates, Phase I; thence S 71° 08' 27" W, 312.65 feet to the northwest corner of said tract, said corner being common to the southwest corner of Lot 1, Block 1 of said Bennor Estates, Phase I; thence along the west boundary line of said tract, said line being common to the east boundary line of a tract of land as described on the Corrective Warranty Deed recorded in Book 1810, Page 511 in the office of the Campbell County Clerk the following 3 courses; S 18° 35' 22" E, 238.96 feet; thence S 32° 28' 05" W, 120.65 feet; thence S 20° 54' 23" E, 459.86 feet to the southwest corner of said tract, said corner being on the north right-of-way line of said Force County Road; thence N 88° 16' 44" E, 211.39 feet along the said north right-of-way line of Force County Road, to the Point of Beginning, said tract containing 5.01 acres, more or less.
The following page(s) contain the backup material for Agenda Item: **9:50 District Support Grant, Bennor Estates I&S**

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
Department of Public Works - Engineering Division

FROM: Kevin King, Director
TO: Board of County Commissioners
SUBJECT: District Support Grant Application From: Bennor Estates I&S
DATE: 3/26/2019

Bennor Estates I&S has submitted a District Support Grant application in the amount of $9,109 for blading, crowning and application of mag chloride to all District roads and adding crushed concrete/asphalt to Daniels Avenue.

Grant Type and Priority
Gravel Road, Priority 6

Costs and Eligibility
Total Estimated Project Cost: $36,435

<table>
<thead>
<tr>
<th>Total Number of District Lots:</th>
<th>46</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total allowable grant over a 5-yr period:</td>
<td>46</td>
</tr>
<tr>
<td>Total amount of Grants approved over current 5-yr period:</td>
<td>$20,969</td>
</tr>
<tr>
<td>Total amount not subject to $1500/lot limitation:</td>
<td>$875</td>
</tr>
<tr>
<td>Remaining Grant eligibility this current 5-yr period:</td>
<td>$48,906</td>
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</table>

Compliance
The Bennor Estates I&S District is in compliance with the elections office per a 3/20/2019 memo from the Elections Coordinator.

Analysis
Priority 4
25% not funded by other grants, up to $50,000

<table>
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<th>%</th>
<th>Total</th>
<th>Grant</th>
<th>Item</th>
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<td>100</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>50</td>
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<td>-</td>
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<tr>
<td>33</td>
<td>$</td>
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<tr>
<td>25</td>
<td>$</td>
<td>36,435</td>
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<tr>
<td>Totals</td>
<td>$</td>
<td>36,435</td>
<td>9,109</td>
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Quotes Received

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<th>Total</th>
<th>Cost</th>
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<td>$32,452</td>
<td>Used</td>
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<tr>
<td>2 Jerke Inc</td>
<td>$28,700</td>
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<th>Company</th>
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<tr>
<td>2 DCI Fab</td>
<td>$9,555</td>
</tr>
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<td>3 Dustbusters Inc</td>
<td>$7,735</td>
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</table>

Funding History

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<td>5 year</td>
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<table>
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<th>Grant Type</th>
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<td>10 year</td>
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<table>
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<th>Grant Type</th>
<th>$40,536</th>
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<tr>
<td>Since 1987</td>
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</table>

Recommendation
I recommend the Board approve the District Support Grant request from the Bennor Estates Improvement and Service District in an amount not to exceed $9,109 for blading, crowning and application of mag chloride to all District roads and adding crushed concrete/asphalt to Daniels Avenue.
DISTRICT SUPPORT GRANT APPLICATION

District Name: Bennor Estates ISD
Requested Amount: $9,108.63

Mailing Address: PO Box 2544, Gillette, WY 82717

Contact Person: Lynne Gray, President

Day Time Phone: 307-685-9206

Application is requesting financial assistance to form a District? Yes____ No X____

Applicant is requesting financial assistance for connection to regional water? Yes____ No X____

Is the project anticipated to be complete in the next 18 months? Yes X____ No____

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)
Blade / re-crown all roads in the District (approximately 6,794 feet), add crushed concrete/asphalt to all of Danielle Avenue (approximately 2,590 feet), and add mag chloride to all roads in the District.

Total project cost (estimated) (itemize on separate sheet): $36,434.50

Projected start date: 04/01/19 Projected completion date: 08/31/19

Briefly describe why the project is needed:
The District maintains the roads and tries to add crushed concrete/asphalt each year. Mag chloride is applied to minimize the dust on the roads. A request for bids was sent to eight contractors for the road work and dust control (mag chloride).

Governing Board members: Lynne Gray, President / Cody Engstrom, Vice President / Katie Balamut, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 131.22 acres (approximately)
Date of district formation (if applicable) December 19, 2006

Number of lots: 140 lots

Population of District: 138 (approximately)

Ratio of Developed and undeveloped land: 45 lots improved / 1 lot unimproved

Is area legally platted? Yes

District boundary map included? Yes
Is District Zoned? Yes  If so, what is it zoned? R-R

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

**FINANCIAL INFORMATION**

Current Mill Levy for the Subdivision $71,107.02

Current Assessed Valuation (County Assessor’s Office) $912,742.00

Current Indebtedness $40,315.00

Current Income statement and balance sheet

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)
Annual assessments per lot: $1,560 per year for roads & water & loan payment. Water Overage Charges: $3.01 per 1,000 gallons for water used above 10,000 gallons per month.

Will project generate user fees, charges, other revenues or income revenue? Yes  No X

List and describe other potential funding sources:
None

Other pending applications for funding:
None

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:
None

Respectfully submitted,

(SEAL)

Title: Board President

Attest:

Secretary

Revised November 2013
Bennor Estates ISD Road Work - Spring, 2019

Blade / recrown all roads in the District (6,794 feet X 24' wide) / Add crushed concrete/asphalt to all of Danielle Ave (approx. 2,590 feet X 24' wide X 3" deep) and add mag chloride to all of the roads in the District.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Crushed Concrete/Asphalt</th>
<th>Crowning / Surfacing</th>
<th>Cut Ditches</th>
<th>Dust Control</th>
<th>Grand Total</th>
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<tr>
<td></td>
<td>Tons $ / Ton Total</td>
<td>Hrs $ / Hour Total</td>
<td>LF $ / LF Total</td>
<td>Mag Chloride Gallons $ / Gallon Total</td>
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<td></td>
<td>(add in water truck as per Jerke bid)</td>
<td>24 $110.00 $2,640.00</td>
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<td></td>
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<td>X 9,059 $1.42 $12,863.78</td>
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<td></td>
<td>*Adjust to 9,100 gallons</td>
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<tr>
<td></td>
<td>to compare to Dustbusters bid</td>
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<td>$11,087.50</td>
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<td>0.00 8 $120.00 $960.00</td>
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<tr>
<td></td>
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<td>9,100 $1.05 $9,555.00</td>
<td>$9,555.00</td>
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</tr>
<tr>
<td></td>
<td>to compare to Dustbusters bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DCI Fabrication &amp; Eng.</td>
<td>0.00 $0.00 $0.00</td>
<td>X 4,800 $1.05 $5,040.00</td>
<td>$5,040.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>*Adjust to 9,100 gallons</td>
<td>9,100 $1.05 $9,555.00</td>
<td>$9,555.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>to compare to Dustbusters bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dustbusters Inc.</td>
<td>0.00 $0.00 $0.00</td>
<td>X 9,100 $0.85 $7,735.00</td>
<td>$7,735.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Low Bids

$28,699.50 Jerke Inc (The District approved the higher tonnage for the project.)
$7,735.00 Dustbusters
$36,434.50
$9,108.63 25% Grant
**District Support Grant Roadway Cost Estimate Template**

**ROADWAY PROJECT INFORMATION**

<table>
<thead>
<tr>
<th>District</th>
<th>Len (Ft)</th>
<th>Wid (Ft)</th>
<th>Thick (in)</th>
<th>Len (Ft)</th>
<th>Wid (Ft)</th>
<th>Deep (Ft)</th>
<th>Culverts</th>
<th>Len (Ft)</th>
<th>Wid (Ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Danielle (rock) / Blade &amp; mag chloride all roads</td>
<td>2590</td>
<td>24</td>
<td>3&quot; (not compacted)</td>
<td>6794</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contractor Name/Address:** Earthwork Solutions

**CONTRACTOR PRICING**

<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Surfacing</th>
<th>Tons</th>
<th>$/Ton *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Limestone (J, W, L)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scoria (2&quot; max)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Crushed Concrete / Asphalt Blend (50/50)</td>
<td>1036</td>
<td>27.00</td>
<td>27,972.00</td>
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<tr>
<td></td>
<td>Crushed Asphalt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other (Specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Surfacing Subtotal**

<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Blading</th>
<th>Hrs</th>
<th>$/Hr *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Crowning/Surfacing</td>
<td>16</td>
<td>$115</td>
<td>1,840.00</td>
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<tr>
<td></td>
<td>Water Truck</td>
<td>AS NEEDED</td>
<td>$110.00</td>
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</tbody>
</table>

**Blading Subtotal**

<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Drainage</th>
<th>LF</th>
<th>$/LF *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Install 12&quot; culvert</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Install 18&quot; culvert</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Install 24&quot; culvert</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cut Ditches</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**Drainage Subtotal**

<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Dust Control</th>
<th>Gallons</th>
<th>$/Gallon *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>X - all roads</td>
<td>Mag Chloride</td>
<td>9,059</td>
<td>$1.42</td>
<td>12,863.78</td>
</tr>
<tr>
<td></td>
<td>Other (Specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Dust Control Subtotal**

| Total Cost Estimate | |
|---------------------| |
**DISTRICT SUPPORT GRANT ROADWAY COST ESTIMATE TEMPLATE**

**ROADWAY PROJECT INFORMATION**

| District | Bennor Estates Improvement & Service District, PO Box 2544, Gillette, WY 82717 |

| ROADWAY PROJECT INFORMATION | Submit one form for each road |

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Surfacing</th>
<th>Blading</th>
<th>Drainage/Ditch</th>
<th>Dust Control</th>
</tr>
</thead>
<tbody>
<tr>
<td>Danielle (rock)/ Blade &amp; mag chloride all roads</td>
<td>Len (Ft)</td>
<td>Wid (Ft)</td>
<td>Thick (In)</td>
<td>Len (Ft)</td>
</tr>
<tr>
<td></td>
<td>2590</td>
<td>24</td>
<td>3&quot; (not compacted)</td>
<td>6794</td>
</tr>
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</table>

**CONTRACTOR PRICING**

**Check If Apply**

**Surfacing**

<table>
<thead>
<tr>
<th>Tons</th>
<th>$/Tons</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limestone (L, W, L)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scoria (2&quot; max)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**X**

Crushed Concrete /
Asphalt Blend (50/50)

| 806 | $17 | $13,702 |

Crushed Asphalt

| Other (Specify) | | |
| | | |

**Surfacing Subtotal**

$13,702

**Check If Apply**

**Blading**

<table>
<thead>
<tr>
<th>Hrs</th>
<th>$/Hr</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pull Shoulders &amp; Crown/Blade &amp; Spread New Rock</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pulling Shoulders &amp; Crown/Blade &amp; Spread New Rock</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**X**

Crowning/Surfacing

| 24 | $125.00 | $3,000 |

Crowning/Surfacing

| 8 | $120.00 | $960 |

**Blading Subtotal**

$11,086

**Check If Apply**

**Drainage**

<table>
<thead>
<tr>
<th>LF</th>
<th>$/LF</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install 12&quot; culvert</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install 24&quot; culvert</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cut Ditches</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**X**

**Drainage Subtotal**

$0

**Check If Apply**

**Dust Control**

<table>
<thead>
<tr>
<th>Gallons</th>
<th>$/Gallon</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meth Chloride</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meg Chloride</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**X**

| 685 | $685 |

**5% Sales Tax, If applicable**

$685

**Total Cost Estimate**

$25,475

---

* Includes aggregate, delivery and placement of aggregate. If mixing two aggregates (i.e., concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CV.

* Includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches.

* Includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary.

* Includes product and application of product to roadway.
## District Support Grant Roadway Cost Estimate Template

### ROADWAY PROJECT INFORMATION

**District:** Bennor Estates Improvement & Service District, PO Box 2544, Gillette, WY 82717

Submit one form for each road

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Surfacing</th>
<th>Blading</th>
<th>Drainage/Ditch</th>
<th>Dust Control</th>
</tr>
</thead>
<tbody>
<tr>
<td>Danielle (rock) / Blade &amp; mag chloride all roads</td>
<td></td>
<td>Len (Ft)</td>
<td>Wid (Ft)</td>
<td>Thick (in)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2590</td>
<td>24</td>
<td>3&quot; (not compacted)</td>
</tr>
</tbody>
</table>

**Contractor Name/Address:** DCI Fabrication + Engineering

### CONTRACTOR PRICING

**Surfacing**

<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Surfacing</th>
<th>Tons</th>
<th>$/Ton *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Limestone (J, W, L)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Scoria (2&quot; max)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Crushed Concrete / Asphalt Blend (50/50)</td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>X</td>
<td>Crushed Asphalt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Other (Specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Includes aggregate, delivery and placement of aggregate. If mixing two aggregates (i.e. concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY

**Blading**

<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Blading</th>
<th>Hrs</th>
<th>$/Hr *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Crowning/Surfacing</td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>X</td>
<td>Water Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches

**Drainage**

<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Drainage</th>
<th>LF</th>
<th>$/LF *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install 12&quot; culvert</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install 18&quot; culvert</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install 24&quot; culvert</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cut Ditches</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary

**Dust Control**

<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Dust Control</th>
<th>Gallons</th>
<th>$/Gallon *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>X - all roads</td>
<td>Mag Chloride</td>
<td>4800</td>
<td>$1.05</td>
<td>5040</td>
</tr>
<tr>
<td>X - all roads</td>
<td>Other (Specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Includes product and application of product to roadway

**Total Cost Estimate**

*Includes cost of water and application of water to road surface. May also include Wading shoulders for drainage to ditches

S:\ENG_Shar\Dtz Support Grants\All Templates\Roadway Cost Estimate Template
### District Support Grant Roadway Cost Estimate Template

#### ROADWAY PROJECT INFORMATION

**District**: Bennor Estates Improvement & Service District, PO Box 2544, Gillette, WY 82717

**Submit one form for each road**

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Len (Ft)</th>
<th>Wid (Ft)</th>
<th>Thick (in)</th>
<th>Surfacing</th>
<th>Blading</th>
<th>Drainage/Ditch</th>
<th>Dust Control</th>
</tr>
</thead>
<tbody>
<tr>
<td>Danielle (rock) / Blade &amp; mag chloride all roads</td>
<td>2590</td>
<td>24</td>
<td>3&quot; (not compacted)</td>
<td>6794</td>
<td>24</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Contractor Name/Address:

**Dustbusters Inc.**

**Contractor Pricing**

<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Surfacing</th>
<th>Tons</th>
<th>$/Ton *</th>
<th>Total $</th>
<th>Blading</th>
<th>$/Hr *</th>
<th>Total $</th>
<th>Drainage/Ditch</th>
<th>$/LF *</th>
<th>Total $</th>
<th>Dust Control</th>
<th>$/Gallon *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Limestone (l, w, l)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Scoria (2&quot; max)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Crushed Concrete / Asphalt Blend (50/50)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Crushed Asphalt</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Other (Specify)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Surfacing Subtotal**

**Blading Subtotal**

| Check if Apply | Drainage          | LF | $/LF * | Total $ | Drainage Subtotal |                  |                      |
|----------------|-------------------|----|--------|---------|--------------------|--------------------|
| X              | Install 12" culvert |    |        |         |                   |                    |
| X              | Install 18" culvert |    |        |         |                   |                    |
| X              | Install 24" culvert |    |        |         |                   |                    |
| X              | Cut Ditches       |    |        |         |                   |                    |

**Drainage Subtotal**

**Dust Control Subtotal**

**Total Cost Estimate** $7,735

* Includes aggregate, delivery and placement of aggregate. If mixing two aggregates (i.e., concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY.

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* Includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary.

* Includes product and application of product to roadway.
March 20, 2019

To: Helenanne Cathey  
RE: Bennor Estates Phase I Improvement and Service District

The below compliance requirements have been met by Bennor Estates Phase I Improvement and Service District. Having met the requirements, Bennor Estates Phase I Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 03/27/2018  
Final Budget – 07/19/2018  
Public Records – 07/25/2018  
Map - YES  
Department of Audit - YES  
Department of Revenue - YES

Sincerely,

Kendra R. Anderson  
Deputy Clerk
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Awards</th>
<th>Priority 1</th>
<th>Priority 2</th>
<th>Priority 3</th>
<th>Priority 4</th>
<th>Priority 5</th>
<th>Priority 6</th>
<th>Priority 7</th>
<th>Priority 8</th>
<th>Disbursement</th>
<th>Balance</th>
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<tbody>
<tr>
<td>9/21/2010</td>
<td>DSG 47-1 Video Log Bennor Well #1</td>
<td>2,084.25</td>
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<td>2,084.25</td>
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<tr>
<td>1/18/2011</td>
<td>DSG 47-2 Well #1 Rehab</td>
<td>4,176.08</td>
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<td></td>
<td>4,176.08</td>
<td>0.00</td>
</tr>
<tr>
<td>1/19/2011</td>
<td>Request 1 - Final</td>
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<td></td>
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<td></td>
<td>4,176.08</td>
<td>0.00</td>
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<tr>
<td>5/3/2011</td>
<td>DSG 47-3 Engineering &amp; Grant Apps</td>
<td>7,500.00</td>
<td>7,500.00</td>
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<td>7,500.00</td>
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<tr>
<td>9/25/2011</td>
<td>DSG 47-3 Req 1 Final</td>
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<td></td>
<td>6,014.78</td>
<td>1,485.22</td>
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<tr>
<td>12/20/2011</td>
<td>DSG 2011-3 Radio Read Meters</td>
<td>2,250.00</td>
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<td>2,250.00</td>
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<td>3/28/2012</td>
<td>DSG 2011-03 Pay Req 1 Final</td>
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<td>2,250.00</td>
<td>0.00</td>
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<tr>
<td>3/5/2013</td>
<td>DSG 2012-18 Road Maintenance</td>
<td>3,557.00</td>
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<td></td>
<td>3,557.00</td>
<td>0.00</td>
</tr>
<tr>
<td>7/10/2013</td>
<td>DSG 2012-18 Pay Req 1 Final</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>3,557.00</td>
<td>0.00</td>
</tr>
<tr>
<td>4/5/2014</td>
<td>DSG 2013-17 David Street Maint</td>
<td>7,051.00</td>
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<td>11/12/2014</td>
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<td>6,964.69</td>
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<td>DSG 2014-09 Mag Chloride</td>
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<td>2,082.00</td>
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<tr>
<td>8/18/2015</td>
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<td>4/4/2017</td>
<td>DSG 2016-16 Road Maintenance</td>
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<td></td>
<td></td>
<td></td>
<td>5,276.46</td>
<td>883.54</td>
</tr>
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</table>

5 Year Totals: 20,969.00 - 20,094.00 - 875.00 - 19,238.90

46 lots
Eligible: 69,000.00
Awards: 20,969.00
Disbursements: 19,238.90
Subject to 1500: 20,094.00
Not subject to 1500: 875.00
Remaining current 5-yr period: 48,906.00

not subject to $1500/lot limitation
<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>District Name</th>
<th>Project Cost</th>
<th>Grant Award</th>
<th>Budget Remaining</th>
<th>Project Description</th>
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</thead>
<tbody>
<tr>
<td>07/02/18</td>
<td>Southfork</td>
<td>$6,323.41</td>
<td>$1,409.00</td>
<td>$275,591.00</td>
<td>Road Maintenance</td>
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<tr>
<td>07/02/18</td>
<td>Wild Horse Creek</td>
<td>$4,598.08</td>
<td>$941.00</td>
<td>$272,650.00</td>
<td>Road Maintenance</td>
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<tr>
<td>08/07/18</td>
<td>Grace Land</td>
<td>$42,276.00</td>
<td>$16,363.00</td>
<td>$256,287.00</td>
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</tr>
<tr>
<td>08/07/18</td>
<td>Stone Gate</td>
<td>$72,950.00</td>
<td>$31,672.00</td>
<td>$224,615.00</td>
<td>Road Maintenance</td>
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<tr>
<td>08/21/18</td>
<td>Rock Road</td>
<td>$13,950.00</td>
<td>$4,000.00</td>
<td>$220,615.00</td>
<td>Water</td>
</tr>
<tr>
<td>08/21/18</td>
<td>Oriva Hills</td>
<td>$149,717.00</td>
<td>$45,097.00</td>
<td>$175,518.00</td>
<td>Road Maintenance</td>
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<td>11/06/18</td>
<td>Stone Gate</td>
<td>$23,888.00</td>
<td>$5,972.00</td>
<td>$169,546.00</td>
<td>Road Maintenance-Emergency</td>
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<tr>
<td>11/06/18</td>
<td>Rocky Point</td>
<td>$18,533.00</td>
<td>$4,633.00</td>
<td>$164,913.00</td>
<td>Water Emergency-Pump</td>
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<tr>
<td>12/18/18</td>
<td>Central Campbell County</td>
<td>$16,503.00</td>
<td>$3,880.00</td>
<td>$161,033.00</td>
<td>GIS Curb Stops</td>
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<tr>
<td>02/02/18</td>
<td>Rozet Ranchettes</td>
<td>$8,494.00</td>
<td>$2,124.00</td>
<td>$158,909.00</td>
<td>Water Emergency-Pump</td>
</tr>
<tr>
<td>02/28/18</td>
<td>BUCKSKIN</td>
<td>$74,930.40</td>
<td>$23,740.00</td>
<td>$135,169.00</td>
<td>Water Meters, Curb Stops</td>
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<td>Stone Gate</td>
<td>$60,388.00</td>
<td>$15,097.00</td>
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<td>Road Maintenance</td>
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<td></td>
<td>Box N Ranch Road</td>
<td>$9,643.00</td>
<td>$9,411.00</td>
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<td>Road Maintenance</td>
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<td></td>
<td>Bennor Estates</td>
<td>$36,435.00</td>
<td>$9,109.00</td>
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<td>Road Maintenance</td>
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<td>Total Awards to Date</td>
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<td>$538,628.89</td>
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<tr>
<td>Budget Remaining</td>
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<td></td>
<td></td>
<td>$173,448.00</td>
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</tbody>
</table>

| Breakdown of FY18-19 District Support Grant Awards |
|---------------------------------|---------|---------|
| Grant Type                      | Total   | Percentage |
| Meters/water                    | $38,377.00 | 22.1%   |
| Road Maintenance                | $135,071.00 | 77.9%   |
| Engineering/grant requests      | $         | 0.0%     |
| Street Sweeping                 | $         | 0.0%     |
| Sewer Jetting                   | $         | 0.0%     |
| District Formation              | $         | 0.0%     |
| Total                           | $173,448.00 | 100.0%  |
Bennor Est Ph II & S District
The following page(s) contain the backup material for Agenda Item: **9:55 District Support Grant, Box N Ranch I&S**

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
DISTRICT SUPPORT GRANT MEMORANDUM

FROM: Kevin King, Director
TO: Board of County Commissioners
SUBJECT: District Support Grant Application From: Box N Ranch Road I&S
DATE: 3/26/2019

Box N Ranch Road I&S has submitted a District Support Grant application in the amount of $2,411 for application of 800 feet of 3" thick J-base

Grant Type and Priority
Gravel Road, Priority 6

Costs and Eligibility
Total Estimated Project Cost: $9,643
Total Number of District Lots: 13
Total allowable grant over a 5-yr period: $1,500 $19,500
Total amount of Grants approved over current 5-yr period: $9,647
Total amount not subject to $1500/lot limitation
Remaining Grant eligibility this current 5-yr period: $9,853

Compliance
The Box N Ranch Road I&S District is in compliance with the elections office per a 3/15/2019 memo from the Elections Coordinator

Analysis
Priority 4
25% not funded by other grants, up to $50,000

<table>
<thead>
<tr>
<th>%</th>
<th>Total</th>
<th>Grant Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>50</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>33</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>25</td>
<td>$9,643</td>
<td>$2,411</td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td>$9,643 $2,411</td>
</tr>
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</table>

Quotes Received

<table>
<thead>
<tr>
<th>Company</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earthwork Solutions</td>
<td>$9,643</td>
</tr>
<tr>
<td>Melgaard Construction</td>
<td>$11,460</td>
</tr>
<tr>
<td>Quality Agg</td>
<td>$10,475</td>
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</table>

Funding History

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 year</td>
<td>$9,647</td>
</tr>
<tr>
<td>10 year</td>
<td>$15,214</td>
</tr>
<tr>
<td>Since 2012</td>
<td>$15,214</td>
</tr>
</tbody>
</table>

Recommendation
I recommend the Board approve the District Support Grant request from the Box N Ranch Road Improvement and Service District in an amount not to exceed $2,411 for application of 800 feet of 3" thick J-base.
DISTRICT SUPPORT GRANT APPLICATION

District Name: Box N Ranch Road ISD Requested Amount: $2,410.75

Mailing Address: c/o Cathey Consulting, LLC, PO Box 471, Gillette, WY 82717

Contact Person: Tom Dillon, President

Day Time Phone: 307-670-3421

Application is requesting financial assistance to form a District? Yes____ No X____

Applicant is requesting financial assistance for connection to regional water? Yes____ No X____

Is the project anticipated to be complete in the next 18 months? Yes X____ No____

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)
Blade all of Box N Ranch Road. Apply limestone (J Base) to 800' at 3" thick on the road start at about 800' from the south end of the road (at Lewis Road) (where we left off last year), and spread it north for 800' (or further). If there is no moisture, a water truck will be used. If a water truck is not needed, more money will be spent on rock.

Total project cost (estimated) (itemize on separate sheet: $9,643.00

Projected start date: April 2, 2019 Projected completion date: July 31, 2019

Briefly describe why the project is needed:
A springtime blading will pull in the shoulders and make sure the crown remains in the road. The road has a good base, so we will continue up the road with limestone. We started adding limestone last year to put on top of the scoria.

Governing Board members: Tom Dillon, President / Jim Rieniets, Vice President / Larry Mills, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 243.89 +/- acres

Date of district formation (if applicable) September 5, 2012

Number of lots: 13

Population of District: 39 (approximately)

Ratio of Developed and undeveloped land: 13 lots total – 1 lot does not use the road and is not assessed.

Is area legally platted? No

Revised November 2013
District boundary map included?  Yes

Is District Zoned?  No  If so, what is it zoned?  

Is District in compliance with the Elections Office?  (Submit letter of compliance).  Yes

FINANCIAL INFORMATION
Current Mill Levy for the Subdivision  $  9,360.00
Current Assessed Valuation (County Assessor’s Office)  $  242,322
Current Indebtedness  $  0.00
Current Income statement and balance sheet  $  9,768.96

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)
District maintains roads - $780.00 per lot assessed per year through County Assessments.

Will project generate user fees, charges, other revenues or income revenue?  Yes  No  X

List and describe other potential funding sources:  None

Other pending applications for funding:
None

Land developers or others whose business ventures will directly benefit from project and funding
or other assistance requested, received, or pledged from these sources:
None

Respectfully submitted;

(SEAL)

Title:  President

Attest:

(Secretary)
<table>
<thead>
<tr>
<th>Company</th>
<th>Limestone - J Base (800 feet x 24' wide x 3&quot; thick)</th>
<th>Blade 5,200 feet (entire road)</th>
<th>Water Truck</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tons</td>
<td>Cost Per Ton</td>
<td>Total</td>
<td>Actual Bid Amount</td>
</tr>
<tr>
<td>Earthwork Solutions</td>
<td>320</td>
<td>26.15</td>
<td>$8,368.00</td>
<td>$8,368.00</td>
</tr>
<tr>
<td>Meilgaard Construction</td>
<td>350</td>
<td>28.00</td>
<td>$9,800.00</td>
<td>$9,800.00</td>
</tr>
<tr>
<td>Adjust to 320 tons to equal out bids</td>
<td>320</td>
<td>28.00</td>
<td>$8,960.00</td>
<td>$8,960.00</td>
</tr>
<tr>
<td>Quality Agg &amp; Construction</td>
<td>266</td>
<td>28.75</td>
<td>$7,647.50</td>
<td>$7,647.50</td>
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<tr>
<td>Adjust to 320 tons to equal out bids</td>
<td>320</td>
<td>28.75</td>
<td>$9,200.00</td>
<td>$9,200.00</td>
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<tr>
<td>Low Bid - Earthwork Solutions **</td>
<td>320</td>
<td>28.75</td>
<td>$9,200.00</td>
<td>$9,200.00</td>
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25% Grant Request ** $2,410.75
Net Cost to District $7,232.25

*Adjusted to Earthwork Solutions tonnage for comparison purposes.
# District Support Grant Roadway Cost Estimate Template

## District Information

**Road Name:** Box N Ranch Road ISD

<table>
<thead>
<tr>
<th>Surfacings</th>
<th>Blading</th>
<th>Drainage/Ditch</th>
<th>Dust Control</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Road Name</strong></td>
<td>Len (Ft)</td>
<td>Wid (Ft)</td>
<td>Thick (In)</td>
</tr>
<tr>
<td>Box N Ranch Road</td>
<td>800</td>
<td>24</td>
<td>3</td>
</tr>
</tbody>
</table>

## Contractor Pricing

**Check if Apply**

<table>
<thead>
<tr>
<th>Surfacing</th>
<th>Tons</th>
<th>$/T on</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Limestone(J/W/L)</td>
<td>2.66</td>
<td>28.45</td>
<td>76.41</td>
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<tr>
<td>X Scoria (2&quot; max)</td>
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</tr>
<tr>
<td>X Crushed Concrete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Crushed Asphalt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
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</table>

Surfacing Subtotal: $76.41

**Check if Apply**

<table>
<thead>
<tr>
<th>Blading</th>
<th>Hrs</th>
<th>$/Hr</th>
<th>Total $</th>
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</thead>
<tbody>
<tr>
<td>X Crowning/Surfacing</td>
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<td>1.200.37</td>
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<tr>
<td>X Water Truck</td>
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</table>

Blading Subtotal: $1,200.37

**Check if Apply**

<table>
<thead>
<tr>
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<th>LF</th>
<th>$/LF</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install 12&quot; culvert</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install 18&quot; culvert</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install 24&quot; culvert</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cut Ditches</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Drainage Subtotal: $0

**Check if Apply**

<table>
<thead>
<tr>
<th>Dust Control</th>
<th>Gallons</th>
<th>$/Gallon</th>
<th>Total $</th>
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</thead>
<tbody>
<tr>
<td>X Mag Chloride</td>
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<tr>
<td>Other (Specify)</td>
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<td></td>
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</table>

Dust Control Subtotal: $0

Total Cost Estimate: $847.81

---

Gail Pilcher  
Quality Agg & Construction, Inc.  
PO Box 637  
Moorcroft, WY 82721  
307-756-3400 Office  
307-756-3409 Fax
**District Support Grant Roadway Cost Estimate Template**

**ROADWAY PROJECT INFORMATION**

<table>
<thead>
<tr>
<th>District</th>
<th>Box N Ranch Road ISD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Road Name</strong></td>
<td>Surfacing</td>
</tr>
<tr>
<td></td>
<td>Len (Ft)</td>
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<tr>
<td>Box N Ranch Road</td>
<td>800</td>
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</table>

**CONTRACTOR PRICING**

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<th>Surfacing</th>
<th>Tons</th>
<th>$/Ton *</th>
<th>Total $</th>
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<tbody>
<tr>
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<td>320</td>
<td>$26.15</td>
<td>$8,368</td>
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</tr>
<tr>
<td>Scoria (2&quot; max)</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Crushed Concrete</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Crushed Asphalt</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
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<tr>
<td><strong>Surfacing Subtotal</strong></td>
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<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Blading</th>
<th>Hrs</th>
<th>$/Hr *</th>
<th>Total $</th>
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<tbody>
<tr>
<td>X Crownin/Surfacing</td>
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<td>$115.00</td>
<td>$575</td>
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<tr>
<td>Water Truck</td>
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<td>$140.00</td>
<td>$700</td>
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<tr>
<td><strong>Blading Subtotal</strong></td>
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</tr>
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</table>

<table>
<thead>
<tr>
<th>Check if Apply</th>
<th>Drainage</th>
<th>LF</th>
<th>$/LF *</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Install 12&quot; culvert</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cut Ditches</td>
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<tr>
<td><strong>Drainage Subtotal</strong></td>
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</table>

<table>
<thead>
<tr>
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<th>Dust Control</th>
<th>Gallons</th>
<th>$/Gallon *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mag Chloride</td>
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<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
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<td></td>
</tr>
<tr>
<td><strong>Dust Control Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost Estimate**

---

*Includes aggregate, delivery and placement of aggregate. If mixing two aggregates (i.e., concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY*
## District Support Grant Roadway Cost Estimate Template

### ROADWAY PROJECT INFORMATION

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Surfacing</th>
<th>Blading</th>
<th>Drainage/Otch</th>
<th>Dust Control</th>
</tr>
</thead>
<tbody>
<tr>
<td>Box N Ranch Road</td>
<td>800</td>
<td>24</td>
<td>3</td>
<td>5200</td>
</tr>
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</table>

### CONTRACTOR PRICING

#### Surfacing Subtotal

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>$/Ton</th>
<th>Total $</th>
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<tbody>
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<td>X</td>
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<td>23.00</td>
<td>82.50</td>
</tr>
<tr>
<td></td>
<td>Scoria (2&quot; max)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crushed Concrete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
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<tr>
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#### Blading Subtotal

<table>
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<th>Description</th>
<th>Hrs</th>
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<tr>
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#### Drainage Subtotal

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<tr>
<td>Install 12&quot; culvert</td>
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<tr>
<td>Install 18&quot; culvert</td>
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<td>Install 24&quot; culvert</td>
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<tr>
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#### Dust Control Subtotal

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<th>Description</th>
<th>Gallons</th>
<th>$/Gallon</th>
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<td>Mag Chloride</td>
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<tr>
<td>Other (Specify)</td>
<td></td>
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</tr>
</tbody>
</table>

### Total Cost Estimate

- Includes aggregate, delivery and placement of aggregate. If mixing two aggregates (ie concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY.
- Includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches. Includes water truck.
- Includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary.
- Includes product and application of product to roadway.
March 15, 2019

To: Helenanne Cathey
RE: Box N Ranch Road Improvement and Service District

The below compliance requirements have been met by Box N Ranch Road Improvement and Service District. Having met the requirements, Box N Ranch Road Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 03/27/2018
Final Budget – 07/05/2018
Public Records – 07/25/2018
Map - YES
Department of Audit - YES
Department of Revenue - YES

Sincerely,

Kendra R. Anderson
Deputy Clerk
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Award</th>
<th>Priority 1</th>
<th>Priority 2</th>
<th>Priority 3</th>
<th>Priority 4</th>
<th>Priority 5</th>
<th>Priority 6</th>
<th>Priority 7</th>
<th>Priority 8</th>
<th>Disbursement</th>
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<td>DSG 2012.08 District Formation</td>
<td>4,500.00</td>
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<td>405.96</td>
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5 yr totals 9,647.00 0.00 9,647.00 8,447.43

13 lots Eligible 19,500.00
Awards 9,647.00
Disbursements 8,447.43
Subject to 1500. 9,647.00
Not subject to 1500. 0.00
Remaining current 5-yr period 9,853.00

**Not subject to $1500/lot limitation picked up 1% sign**
## FY 18-19 District Support Grant Master List

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>District Name</th>
<th>Project Cost</th>
<th>Grant Award</th>
<th>Budget Remaining</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/02/18</td>
<td>Southfork</td>
<td>$6,323.41</td>
<td>$1,409.00</td>
<td>$273,591.00</td>
<td>Road Maintenance</td>
</tr>
<tr>
<td>07/02/18</td>
<td>Wild Horse Creek</td>
<td>$4,598.08</td>
<td>$941.00</td>
<td>$272,650.00</td>
<td>Road Maintenance</td>
</tr>
<tr>
<td>08/07/18</td>
<td>Grace Land</td>
<td>$42,276.00</td>
<td>$16,363.00</td>
<td>$256,287.00</td>
<td>Road Maintenance</td>
</tr>
<tr>
<td>08/07/18</td>
<td>Stone Gate</td>
<td>$72,950.00</td>
<td>$31,672.00</td>
<td>$224,615.00</td>
<td>Road Maintenance</td>
</tr>
<tr>
<td>08/21/18</td>
<td>Rock Road</td>
<td>$13,950.00</td>
<td>$4,000.00</td>
<td>$220,615.00</td>
<td>Water</td>
</tr>
<tr>
<td>08/21/18</td>
<td>Oriva Hills</td>
<td>$149,717.00</td>
<td>$45,097.00</td>
<td>$175,518.00</td>
<td>Road Maintenance</td>
</tr>
<tr>
<td>11/06/18</td>
<td>Stone Gate</td>
<td>$23,888.00</td>
<td>$5,972.00</td>
<td>$169,546.00</td>
<td>Road Maintenance-Emergency</td>
</tr>
<tr>
<td>11/06/18</td>
<td>Rocky Point</td>
<td>$18,533.00</td>
<td>$4,633.00</td>
<td>$164,913.00</td>
<td>Water Emergency-Pump</td>
</tr>
<tr>
<td>12/18/18</td>
<td>Central Campbell County</td>
<td>$16,503.00</td>
<td>$3,880.00</td>
<td>$161,033.00</td>
<td>GIS Curb Stops</td>
</tr>
<tr>
<td>02/02/18</td>
<td>Rozet Ranchettes</td>
<td>$8,494.00</td>
<td>$2,124.00</td>
<td>$158,909.00</td>
<td>Water Emergency-Pump</td>
</tr>
<tr>
<td>02/28/18</td>
<td>Buckskin</td>
<td>$74,930.40</td>
<td>$23,740.00</td>
<td>$135,169.00</td>
<td>Water Meters, Curb Stops</td>
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<tr>
<td></td>
<td>Stone Gate</td>
<td>$60,388.00</td>
<td>$15,097.00</td>
<td>$164,339.00</td>
<td>Road Maintenance</td>
</tr>
<tr>
<td></td>
<td>Box N Ranch Road</td>
<td>$9,643.00</td>
<td>$9,411.00</td>
<td>$158,909.00</td>
<td>Road Maintenance</td>
</tr>
</tbody>
</table>

**Total Awards to Date**

- **Total** $502,193.89
- **Remaining** $164,339.00

**Budget Remaining**

- $110,661.00

## Breakdown of FY18-19 District Support Grant Awards

<table>
<thead>
<tr>
<th>Grant Type</th>
<th>Total Cost</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Meters/water</td>
<td>$38,377.00</td>
<td>23.4%</td>
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<tr>
<td>Road Maintenance</td>
<td>$125,962.00</td>
<td>76.6%</td>
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<tr>
<td>Engineering/grant requests</td>
<td>$-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Street Sweeping</td>
<td>$-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Sewer Jetting</td>
<td>$-</td>
<td>0.0%</td>
</tr>
<tr>
<td>District Jetting</td>
<td>$-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$164,339.00</td>
<td>100.0%</td>
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</tbody>
</table>
The following page(s) contain the backup material for Agenda Item: 10:00 District Support Grant, Stone Gate I&S.

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
DISTRICT SUPPORT GRANT MEMORANDUM

FROM: Kevin King, Director
TO: Board of County Commissioners
SUBJECT: District Support Grant Application From: Stonegate I&S
DATE: 3/26/2019

Stonegate I&S has submitted a District Support Grant application in the amount of $15,097 for 1900 tons of grading on Stone Trail, repairs to soft spots on Stone Lake and Stone Gate, and mag chloride on all District roads.

Grant Type and Priority
Gravel Road, Priority 6

Costs and Eligibility
Total Estimated Project Cost: $60,388
Total Number of District Lots: 67
Total allowable grant over a 5-yr period: 67 $1,500 $100,500
Total amount of Grants approved over current 5-yr period: $76,226
Total amount not subject to $1500/lot limitation $36,260
Remaining Grant eligibility this current 5-yr period: $60,534

Current Fiscal Year Awards
<table>
<thead>
<tr>
<th>District Water &lt;$75k</th>
<th>Other Grants &lt;$50k</th>
<th>Total Awards &lt;$100k</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$37,644</td>
<td>$37,644</td>
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</tbody>
</table>

Total fiscal year grants total $52,741 which is >$50,000 allowed

Compliance
The Stonegate I&S District is in compliance with the elections office per a 3/11/2019 memo from the Elections Coordinator.

Analysis
Priority 4
25% not funded by other grants, up to $50,000

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<th>%</th>
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<td>100</td>
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<td>50</td>
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<tr>
<td>33</td>
<td>$</td>
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<td></td>
</tr>
<tr>
<td>25</td>
<td>$60,388</td>
<td>$15,097</td>
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<tr>
<td>Totals</td>
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<td>$15,097</td>
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Quotes Received

### Gravel

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<th>Gravel Company</th>
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<tr>
<td>Melgaard</td>
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</tr>
<tr>
<td>Kuhbacher</td>
<td>$21.92</td>
</tr>
<tr>
<td>Simon</td>
<td>n/a</td>
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</table>

### Mag

<table>
<thead>
<tr>
<th>Mag Company</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Dustbusters</td>
<td>$22,175.00</td>
</tr>
<tr>
<td>Dust Control Inc</td>
<td>$19,710.00</td>
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</table>

District plans to spend $16,000 on mag chloride.

Recommendation
I recommend the Board approve the District Support Grant request from the Stonegate Improvement and Service District in an amount not to exceed $15,097 for 1900 tons of grading on Stone Trail, repairs to soft spots on Stone Lake and Stone Gate, and mag chloride on all District roads.

Funding History

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
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<tbody>
<tr>
<td>5 year</td>
<td>$76,226</td>
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<tr>
<td>10 year</td>
<td>$122,696</td>
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<tr>
<td>Since 1996</td>
<td>$208,869</td>
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</table>
District Name: Stone Gate Estates ISD
Requested Amount: $15,097

Mailing Address: PO Box 992, Gillette, WY 82717

Contact Person: Bobby Schmitz, Secretary

Day Time Phone: 307-680-4920

Application is requesting financial assistance to form a District? Yes___ No X

Applicant is requesting financial assistance for connection to regional water? Yes___ No X

Is the project anticipated to be complete in the next 18 months? Yes X No

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)
The Stone Gate I&S 2019 road upgrade project will include 3 specific tasks: 1) Addition of 1900 tons of crushed grade W limestone road base to Stone Trail, 2) Repairs to several soft spots located on Stone Lake and Stone Gate with the addition of approximately 100 tons of similar material and 3) An application of magnesium chloride dust control product to the entire 4.85 miles of Stone Gate I&S road system.

Total project cost (estimated) (itemize on separate sheet): $60,388.00

Projected start date: May 15, 2019  Projected completion date: July 31, 2019

Briefly describe why the project is needed:
The District does a road project every year to maintain quality roads.

Governing Board members: Dave Daigle, President / Bobby Schmitz, Secretary / Charlotte Terry, Treasurer

Acreage (approximate) of district or proposed district: approximately 320 acres

Date of district formation (if applicable) February 28, 1992

Number of lots: 67 parcels

Population of District: 170 (approximately)

Ratio of Developed and undeveloped land: 65 improved lots and 2 unimproved lots

Is area legally platted? Yes

Revised November 2013
District boundary map included? Yes

Is District Zoned? Yes If so, what is it zoned? RS

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

**FINANCIAL INFORMATION**

- **Current Mill Levy for the Subdivision**: $84,385 (assessments)
- **Current Assessed Valuation (County Assessor’s Office)**: $2,534,260
- **Current Indebtedness**: $0.00
- **Current Income statement and balance sheet**: $275,738.69 (bank balance)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)
District maintains water and roads and manages covenants – The District’s annual assessment is $1,278 per improved lot assessed per year. Water meters are read monthly in summer months. The base rate of $1,278 per year includes 20,000 gallons of water per month. Overages are billed as follows:

- $1.00 per 1,000 for 20,000 to 30,000 gallons
- $2.00 per 1,000 for 30,000 to 50,000 gallons
- $5.00 per 1,000 for 50,000 to 75,000 gallons
- $7.50 per 1,000 for 75,000 to 100,000 gallons
- $8.50 per 1,000 for 100,000 to 125,000 gallons
- $10.00 per 1,000 for over 125,000 gallons

Will project generate user fees, charges, other revenues or income revenue? Yes No X

List and describe other potential funding sources:
None

Other pending applications for funding:
None

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:
None

Respectfully submitted,

(SEAL)

Title: President

Attest:

Treasurer

Revised November 2013
## District Support Grant Roadway Cost Estimate Template

### ROADWAY PROJECT INFORMATION

**Submit one form for each road**

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Len (Ft)</th>
<th>Wid (Ft)</th>
<th>Thick (In)</th>
<th>Len (Ft)</th>
<th>Wid (Ft)</th>
<th>Deep (Ft)</th>
<th>Culverts?</th>
<th>Len (Ft)</th>
<th>Wid (Ft)</th>
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### CONTRACTOR PRICING

**Check if Apply**

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<th>$/Ton *</th>
<th>Total $</th>
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<td>X</td>
<td>1904</td>
<td>21.90</td>
<td>$41,698</td>
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*Includes aggregate, delivery and placement of aggregate. If mixing two aggregates (ie concrete/asphalt), fill out both rows. If cost does not include placement of aggregate, please state and then include it under blading below. Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY.

<table>
<thead>
<tr>
<th>Blading</th>
<th>Hrs</th>
<th>$/Hr *</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
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<td>250</td>
<td>$500</td>
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*Includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches. Assumes blading to be provide a minimum 3% crown for 4.85 miles of I&S roads. Material to be provided an engineering gradations test to insure product quality.

<table>
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<tr>
<th>Drainage</th>
<th>LF</th>
<th>$/LF *</th>
<th>Total $</th>
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<tbody>
<tr>
<td>Install 12&quot; culvert</td>
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<tr>
<td>Install 18&quot; culvert</td>
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<tr>
<td>Install 24&quot; culvert</td>
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<tr>
<td>Cut Ditches</td>
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**Drainage Subtotal** $0

**Dust Control**

**Check if Apply**

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<th>Tons</th>
<th>$/Ton *</th>
<th>Total $</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td>103.8</td>
<td>154.13</td>
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</table>

*Includes product and application of product to roadway

**Dust Control Subtotal** $16,000

**Total Cost Estimate** $60,388

---

Amount of cost estimate eligible for Stone Trail 25% grant:

**Grant Amount**

$60,388 $15,096.96

---

2019 Roadway Cost Estimate Grant Template.xlsx
Curt Betcher

From: BOBBY SCHMITZ <bIschmitz@rnsn.corn>
Sent: Wednesday, February 13, 2019 3:19 PM
To: Curt Betcher
Subject: 2019 Stone Gate Road Project
Attachments: Scan_20190211 (2).pdf

Curt,
I'm trying to schedule the Stone Gate improvement and Service District 2019 road upgrade effort. Our budget this year will allow for the lay down of approximately 2,000 tons of the crushed limestone base material. For 2019 I'd like to get comparative pricing for both a standard "W" base material and a special blend "W+" base material containing lesser fines material (sample blend attached) from either of the Sundance quarry's or equivalent. The material will be field tested to establish the requested grading.
The delivered material will be windrowed along the edge of the road. This year's project is planned for Stone Trail. Campbell County Road and Bridge will provide a blade and spread the material. As a reminder the Stone Gate District is tax exempt.

Would you please provide 2019 prices for this scope of work. If possible, I'd like to have all proposals returned by March 1st so an evaluation can be completed during the March Stone Gate Board meeting.

$21.20/ton delivered "W" Base Option 1

$24.05/ton delivered "W+" Base Option 2

After approval of the county grant applications I am planning to complete this work mid May.

Thanks

Looking forward to your response.

Any questions please feel free to contact me.

Bobby Schmitz
Stone Gate Improvement and Service District Secretary
307-680-4920
3/1/2019
Good morning,
Here is our estimate for price per ton for the Stone Trail Road project:

W-Base - $21.92 per ton delivered
L-Base - $20.66 per ton delivered
J-Base - $19.66 per ton delivered

JD at Quality Agg doesn't know what W+ Base is, so we haven't included a price for that material.
Thank you,

Jack Kuhbacher
Kuhbacher Trucking Inc
4101 N Garner Lake Rd
Gillette, WY 82716
307.680.1814
307.680.5538 - Office

On 2/13/2019 3:19 PM, BOBBY SCHMITZ wrote:

Jack,
I’m trying to schedule the Stone Gate Improvement and Service District 2019 road upgrade effort. Our budget this year will allow for the lay down of approximately 2,000 tons of the crushed limestone base material. For 2019 I’d like to get comparative pricing for both a standard “W” base material and a special blend “W+” base material containing lesser fines material (sample blend attached) from either of the Sundance quarry’s or equivalent. The material will be field tested to establish the requested grading.
The delivered material will be windrowed along the edge of the road. This years’ project is planned for Stone Trail. Campbell County Road and Bridge will provide a blade and spread the material. As a reminder the Stone Gate District is tax exempt.

Would you please provide 2019 prices for this scope of work. If possible, I’d like to have all proposals returned by March 1st so an evaluation can be completed during the March Stone Gate Board meeting.

$/ton delivered “W” Base Option 1

$/ton delivered “W+” Base Option 2

After approval of the county grant applications I am planning to complete this work mid May.

Thanks

Looking forward to your response.
QUOTATION
February 22, 2019

To: Stone Gate Improvement and Service District
Order: STONETRAIL
Attn: Bobby Schmitz
Quote is firm for 30 days
Project: Stone Trail

We appreciate the opportunity to submit a quotation for the referenced project.

<table>
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<tr>
<th>Location</th>
<th>Quantity</th>
<th>Product#</th>
<th>Description</th>
<th>Delivered Unit Price</th>
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<td>Gillette</td>
<td>2000 tons</td>
<td>352248</td>
<td>Grading L Base</td>
<td>$ 28.00/ton</td>
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<tr>
<td>Gillette</td>
<td>2000 tons</td>
<td>352248/353032</td>
<td>50/50 Blend-L Base/3/4&quot;</td>
<td>$ 31.50/ton</td>
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</table>

Aggregate Footnotes

1. Prices valid through 2019.
2. Loading, scaling, and ticketing is included.
3. Invoices will be for ticketed tons of materials.
4. All accounts are due and payable upon receipt of invoice. Payment for all work performed under this quote shall be due upon completion of work described herein. By entering herein, we do not intend, nor are we, extending credit to the purchaser for the work performed hereunder.
5. Simon will guarantee the aggregates respectively provided for specified material will meet gradation and quality specifications.

If you would like to meet and discuss the specifics of this quote, or would like to modify the scope of the proposed work, please do not hesitate to call me. SIMON thanks you for the opportunity to be of service.

Sincerely,

BART SERRES
Project Manager

NORTH REGION
1618 KROE Lane  Sheridan, WY 82801
PO Box 2469 Gillette, WY 82717
OFFICE 307.682.8407 MOBILE 307.620.9329
barton.serres@simonteam.com

simonteam.com
Bobby,

Last year our price was $.83 per gallon with application. We have seen a slight increase on the rail rate and the product. Our price for 2019 is $.84 applied—which is a little less than our increase.

To cover 5 miles @ 18 feet at the normal rate of .5 gal / yard, would require 26,400 gallons. Cost for 26,400 gallons at $.84 per gallon would be $22,176. $16,000 would buy 19,048 gallons. For 52,800 yards, this would be an application of .36 gal / yard. This may be enough for roads treated previously, but would probably be marginal on the .25 miles of new road.

Call me if you have any questions.

Thank you,

Craig Prete
Dustbusters, Inc

Craig,

Please provide a written proposal for this year's dust control for inclusion in my Campbell County Grant application. The budget for this year's project will be limited to a total expenditure of $16,000. There will be 5.0 miles (18' top) of surface to treat this year. The sections being treated this year will include .25 miles of newly built scoria top at the south end of Stone Trail. As a reminder the Stone Gate Improvement and Service District is tax exempt. I'm estimating that I will have gravel sometime in May with the dust control applied at that time.

I've attached a map of the subdivision getting mag water for your reference.

If you have any questions please have Troy give me a call.

Thanks

Bobby Schmitz
Stone Gate Board
307-680-4920
## Mag Chloride application on roads

**Per ton cost:** $938.57

- 5.0 miles, 18 ft wide - apply mag chloride
- Crushed limestone base
- County will blade/water if needed
- 21 tons per mile, approx 4000 gals per mile.

We would need 2-3 weeks notice to have product here.

This quote good for 180 days.

**Signature:** Jeffrey Hulings

**Date:** 3/4/2019
March 11, 2019

To: Helenanne Cathey
RE: Stone Gate Improvement and Service District

The below compliance requirements have been met by Stone Gate Estates Improvement and Service District. Having met the requirements, Stone Gates Estates Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 03/27/2018
Final Budget – 07/19/2018
Public Records – 07/25/2018
Map - YES
Department of Audit - YES
Department of Revenue - YES

Sincerely,

[Signature]
Kendra R. Anderson
Deputy County Clerk
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| Total  | 76,226.00 | 9,391.00 | 39,966.00 | 26,869.00 | 69,144.82 |

67 lots  Eligible: 100,500.00
         Awards: 76,226.00
         Disbursements: 69,144.82
         Subject to 1500.00: 39,966.00
         Not subject to 1500.00: 36,260.00
         Remaining current 5-yr period: 60,534.00

---

*Board ok'd one time 50% for stone place ave gravel. 6/17/14 for future use. Board minutes in file
This one-time 50% was used in the 2018.04 grant
*picked up 1% sign 2018
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<th>Priority 4</th>
<th>Priority 5</th>
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<td>8/6/13</td>
<td>DSG 2013.01 Road Maintor</td>
<td>8,750.00</td>
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<td>8/6/13</td>
<td>Requested Grant funds in the amount of $11,472.78</td>
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### FY 18-19 District Support Grant Master List

<table>
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<tr>
<th>Meeting Date</th>
<th>District Name</th>
<th>Budget Remaining</th>
<th>Project Description</th>
<th>Grant Cost</th>
<th>Grant Award</th>
<th>Budget Remaining</th>
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<tr>
<td>07/02/18</td>
<td>Southfork</td>
<td>$273,591.00</td>
<td>Road Maintenance</td>
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<td>Wild Horse Creek</td>
<td>$272,650.00</td>
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<td>08/07/18</td>
<td>Grace Land</td>
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<td>Road Maintenance</td>
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<td>08/07/18</td>
<td>Stone Gate</td>
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<td>Road Maintenance</td>
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<td>Rock Road</td>
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<td>Water</td>
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<td>08/21/18</td>
<td>Oriva Hills</td>
<td>$175,518.00</td>
<td>Road Maintenance</td>
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<td>$175,518.00</td>
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<td>11/06/18</td>
<td>Stone Gate</td>
<td>$169,546.00</td>
<td>Road Maintenance-Emergency</td>
<td>$23,888.00</td>
<td>$5,972.00</td>
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<td>11/06/18</td>
<td>Rocky Point</td>
<td>$164,913.00</td>
<td>Water Emergency-Pump</td>
<td>$18,533.00</td>
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<td>12/18/18</td>
<td>Central Campbell County</td>
<td>$161,033.00</td>
<td>GIS Curb Stops</td>
<td>$16,503.00</td>
<td>$3,880.00</td>
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<td>02/02/18</td>
<td>Rozet Ranchettes</td>
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<td>Water Emergency-Pump</td>
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<td>02/28/18</td>
<td>Buckskin</td>
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<td>Water Meters, Curb Stops</td>
<td>$74,930.40</td>
<td>$23,740.00</td>
<td>$135,169.00</td>
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**Total Awards to Date**

$432,162.89

**Budget Remaining**

$135,169.00

### Breakdown of FY18-19 District Support Grant Awards

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<thead>
<tr>
<th>Grant Type</th>
<th>Total</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Meters/water</td>
<td>$38,377.00</td>
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<tr>
<td>Road Maintenance</td>
<td>$101,454.00</td>
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<td>Engineering/grant requests</td>
<td>$-</td>
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<td>Street Sweeping</td>
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<tr>
<td>Sewer Jetting</td>
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<tr>
<td>District Jetting</td>
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</table>

**Total**

$139,831.00

100.0%
The following page(s) contain the backup material for Agenda Item: 10:10 Resolution for Special Prosecution

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
Resolution #______

RESOLUTION FOR SPECIAL PROSECUTION

WHEREAS, the Campbell County and Prosecuting Attorney has entered into an agreement with Alex Burger, Weston County Attorney, in and for Weston County, Wyoming, or other designee of the Weston County Attorney’s Office, to investigate and otherwise proceed to make, in their sole discretion, a determination and proper disposition of all potential criminal matters involving the State of Wyoming vs. Terry E. Neidlinger, CR-2019-0172, 0173, which the Campbell County Attorney’s Office has a conflict of interest;

WHEREAS, Alex Burger or other designee of the Weston County Attorney’s Office will provide their services free of charge to Campbell County, however the Campbell County Attorney’s Office shall reimburse for all costs and expenses.

WHEREAS, Wyoming Statute §18-3-302 authorizes said action and it benefits Campbell County.

THEREFORE, be it resolved that Alex Burger or other designee of the Weston County Attorney’s Office be authorized to act as a Special Deputy Prosecutor to investigate and make proper disposition of all potential criminal matters involving the State of Wyoming vs. Terry E. Neidlinger, CR-2019-0172, 0173, as set forth above on behalf of Campbell County, Wyoming.

DATED this ______ day of April, 2019.

THE BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

Rusty Bell, Chairman

Mark A. Christensen, Commissioner

DG Reardon, Commissioner

Bob Maul, Commissioner

Del Shelstad, Commissioner

ATTEST:
Susan Saunders, Campbell County Clerk
STATE OF WYOMING

COUNTY OF CAMPBELL

APPOINTMENT OF SPECIAL DEPUTY
CAMPBELL COUNTY AND PROSECUTING ATTORNEY

KNOW ALL PERSONS BY THESE PRESENT:

That I, Ronald E. Wirthwein, Jr., County and Prosecuting Attorney in and for Campbell County, State of Wyoming, pursuant to the authority granted me by the Board of Commissioners of Campbell County by Resolution No.______, dated the ____ day of April, 2019, does hereby appoint Alex Burger or other designee of the Weston County Attorney’s Office as Special Deputy Prosecuting Attorney, in and for Campbell County, Wyoming, to investigate and otherwise proceed to make, in their sole discretion, a proper disposition all potential criminal matters involving the State of Wyoming vs. Terry E. Neidlinger, CR-2019-0172, 0173, which occurred in Campbell County, Wyoming.

It is understood that said Special Deputy Prosecutor shall not receive any fee for the services performed pursuant to this appointment; however, said Special Deputy Prosecutor shall be reimbursed for all costs and expenses such Special Deputy Prosecutor may incur in the course of performing such services.

DATED this _______ day of April, 2019.
The following page(s) contain the backup material for Agenda Item: **10:15 Resolution for Special Prosecution**

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
Resolution #____
RESOLUTION FOR SPECIAL PROSECUTION

WHEREAS, the Campbell County and Prosecuting Attorney has entered into an agreement with the Wyoming Attorney General’s Office that Jill Kucera, Senior Assistant Attorney General, Human Services Division, in and for the State of Wyoming, or other designee of the Wyoming Attorney General’s Office, to represent Campbell County and to make, in their sole discretion, a proper disposition of all potential matters involving the termination of parental rights in the Interest of T.A. (09-10-13) and L.A. (11-25-15), Juvenile Case #4593 which the Campbell County Attorney’s Office has a conflict of interest;

WHEREAS, Jill Kucera or other designee of the Wyoming Attorney General’s Office will provide their services free of charge to Campbell County, however the Campbell County Attorney’s Office shall reimburse for all costs and expenses.

WHEREAS, Wyoming Statute §18-3-302 authorizes said action and it benefits Campbell County.

THEREFORE, be it resolved that Jill Kucera or other designee of the Wyoming Attorney General’s Office be authorized to act as a Special Deputy County Attorney when appointed by the Campbell County and Prosecuting Attorney in the termination of parental rights in the Interest of T.A. (09-10-13) and L.A. (11-25-15), Juvenile Case #4593.

DATED this ______ day of April, 2019.

THE BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

Rusty Bell, Chairman

Mark A. Christensen, Commissioner

DG Reardon, Commissioner

Bob Maul, Commissioner

Del Shelstad, Commissioner

ATTEST: ________________________________
Susan Saunders, Campbell County Clerk
STATE OF WYOMING

COUNTY OF CAMPBELL

APPOINTMENT OF SPECIAL DEPUTY
CAMPBELL COUNTY AND PROSECUTING ATTORNEY

KNOW ALL PERSONS BY THESE PRESENT:

That I, Ronald E. Wirthwein, Jr., County and Prosecuting Attorney in and for Campbell County, State of Wyoming, pursuant to the authority granted me by the Board of Commissioners of Campbell County by Resolution No., dated the day of April, 2019, does hereby appoint Jill Kucera, Senior Assistant Attorney General, Human Services Division, or other designee of the Wyoming Attorney General’s Office as Special Deputy County Attorney, in and for Campbell County, Wyoming, to represent Campbell County and to make, in their sole discretion, a proper disposition of all potential matters involving the termination of parental rights in the Interest of T.A. (09-10-13) and L.A. (11-25-15), Juvenile Case #4593, which occurred in Campbell County, Wyoming.

It is understood that said Special Deputy County Attorney shall not receive any fee for the services performed pursuant to this appointment; however, said Special Deputy County Attorney shall be reimbursed for all costs and expenses such Special Deputy County Attorney may incur in the course of performing such services.

DATED this day of April, 2019.

RONALD E. WIRTHWEIN, JR. – WSB No. 6-4084
County and Prosecuting Attorney
in and for Campbell County, Wyoming
500 South Gillette Avenue, Suite B200
Gillette, Wyoming 82716
Phone: (307) 682-4310 Fax: (307) 687-6441
The following page(s) contain the backup material for Agenda Item: 10:20 Bond Financing, Basin Electric

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
TO: Sandra Beeman  
Office of Commissioners

FROM: Carol Seeger  
Deputy Campbell County Attorney

RE: Basin Electric – Bond Financing

DATE: March 27, 2019

Accompanying this cover memo, please a resolution which authorizes Campbell County to issue revenue bonds the proceeds of which would be used to refund outstanding revenue bonds which the county issued in 2009 which were used by Basin Electric Power to construct the Dry Fork Station. The redemption date on the bonds is July 15, 2019.

The attachments to the resolution are the documents which will need to be executed at some type subsequent to the approval of the resolution and the resolution authorizes execution of the documents by the chairman and clerk without further approval. The documents as attached are substantively in final form.

Please place this matter on the April 2 board meeting agenda for consideration by the Board. Mr. Matthew Kolling with Basin Electric Power Cooperative will be present at the meeting to answer any questions the Board might have regarding this transaction and I am available to answer any questions as well.

Thank you and should you have any questions, please feel free to contact me.
RESOLUTION NO. _____


WHEREAS, Campbell County, Wyoming (the “County”) is a political subdivision and body corporate and politic of the State of Wyoming and is authorized and empowered by the Wyoming Industrial Development Projects Act, W.S. 15-1-701, et seq., Wyoming Statutes Annotated, as amended (the “Act”), to issue its revenue bonds for the public purposes set forth in the Act and to expend the proceeds thereof to defray, among other things, the cost of acquiring, constructing or improving any “project,” as defined in the Act; and

WHEREAS, the County previously issued its revenue bonds entitled “Solid Waste Facilities Revenue Bonds, (Basin Electric Power Cooperative — Dry Fork Station Facilities), 2009 Series A” (the “2009 Series A Bonds”) pursuant to the Act and the Trust Indenture, dated as of July 1, 2009, between the County and U.S. Bank National Association, as trustee (the “2009 Trustee”), authorizing the issuance of the 2009 Series A Bonds in order to provide funds to finance a portion of the costs of the acquisition, construction and installation of certain solid waste disposal and sewage facilities at Dry Fork Station, a single coal-fired steam-electric generating unit, located within the geographical boundaries of the County (the “Facilities”) or to reimburse Basin Electric Power Cooperative, an electric cooperative corporation organized under the laws of the State of North Dakota (“Basin Electric”), for amounts expended by it in connection with such acquisition, construction or installation of the Facilities; and

WHEREAS, the Board of County Commissioners (the “Board”) has found and determined, and hereby finds and determines, that the Facilities constitute a “project” within the meaning of the Act and the financing and refinancing by the County of the Facilities will serve the public purposes of the Act; and

WHEREAS, Basin Electric desires to take steps to provide for the refunding of the 2009 Series A Bonds on the redemption date of July 15, 2019 and has requested that the County consider issuing its revenue bonds entitled “Solid Waste Facilities Revenue Bonds, (Basin Electric Power Cooperative — Dry Fork Station Facilities), 2019 Series A” (the “2019 Series A Bonds”) in an aggregate amount not to exceed $150,000,000, pursuant to the Act and a Trust Indenture, dated as
of April 15, 2019 (the “2019 Indenture”) between the County and U.S. Bank National Association, as trustee (the “2019 Trustee”) in order to provide a portion of the funds required to pay the principal of and interest on the 2009 Series A Bonds on the redemption date of July 15, 2019; and

WHEREAS, in connection with the issuance of the 2019 Series A Bonds, the County and Basin Electric will execute a Loan Agreement, dated as of April 15, 2019 (the “Financing Agreement”), under which the County will loan Basin Electric funds equal to the principal amount of the 2019 Series A Bonds and Basin Electric will be obligated to repay such loan in amounts equal to the principal and interest payments relating to the 2019 Series A Bonds when due; and

WHEREAS, in connection with the issuance of the 2019 Series A Bonds and the refunding of the 2009 Series A Bonds, the County and the 2009 Trustee will execute an Escrow Deposit Agreement, dated as of May 9, 2019 (the “Escrow Agreement”), under which the County will deposit the proceeds of the 2019 Series A Bonds into an account established and held by the 2009 Trustee pursuant to the Escrow Agreement to be applied towards the payment of a portion of the principal of and interest on the 2009 Series A Bonds on the redemption date of July 15, 2019; and

WHEREAS, Basin Electric has requested that the Board approve the issuance of the 2019 Series A Bonds by the County; and

WHEREAS, the Board finds that it would be in the best interest of the County to approve the issuance, execution and delivery of the 2019 Series A Bonds by the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Campbell County, Wyoming as follows:

1. The County hereby finds and determines that the Facilities constitute a “project” under the Act, the issuance of the 2019 Series A Bonds and the financing and refinancing of the Facilities complies with the provisions of the Act for the issuance of revenue bonds and the Facilities will assist in promoting the local health and general welfare of the County by reducing, preventing, abating or eliminating pollution in the form of solid waste and sewage and will facilitate and promote the protection of the natural environment of the County.

2. The Board hereby approves the issuance, sale, execution and delivery of the 2019 Series A Bonds by the County.

3. There is hereby authorized to be issued, and the County hereby determines to issue pursuant to the Act, the 2019 Series A Bonds in one or more series, in an aggregate principal amount not to exceed $150,000,000 to provide funds for a portion of the funds required to pay the principal of and interest on the 2009 Series A Bonds on the redemption date of July 15, 2019. The County shall issue the 2019 Series A Bonds subject to the provisions of this Resolution and the 2019 Indenture hereinafter authorized, and shall sell and deliver the 2019 Series A Bonds to Keybanc Capital Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and PNC Capital Markets LLC in accordance with the terms set forth in the Purchase Contract hereinafter authorized between the County, Keybanc Capital Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and PNC Capital Markets LLC.
4. The principal of and interest on the Bonds shall be secured by a pledge by the County of the Trust Estate referred to in the 2019 Indenture which includes, among other things, certain revenues received under the Financing Agreement and one or more notes to be issued by Basin Electric to evidence its payment obligations under the Financing Agreement in respect of the 2019 Series A Bonds (the "Notes"). The Notes will be issued under and secured by the Amended and Restated Indenture, dated as of May 5, 2015, as supplemented and amended, between Basin Electric and U.S. Bank National Association as trustee, and a thirty-eighth supplement thereto, dated as of April 15, 2019 authorizing the Notes. The 2019 Series A Bonds shall not be payable from or charged upon any funds other than the revenues pledged to the payment thereof, nor shall the County be subject to any liability thereon. No holder of any of the 2019 Series A Bonds shall ever have the right to compel any exercise of the taxing power of the County to pay any such 2019 Series A Bonds or the interest thereon, nor to enforce payment thereon against any property of the County. The 2019 Series A Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the County.

5. The 2019 Series A Bonds shall bear such dates, mature at such time or times, bear interest at such rate or rates and contain such other terms and provisions as are set forth in, or provided for by, the terms and provisions of the 2019 Indenture. The 2019 Series A Bonds shall mature on a date not exceeding July 15, 2039.

6. The 2019 Series A Bonds shall be executed in the manner provided in the 2019 Indenture and shall be delivered to the 2019 Trustee for the proper authentication and delivery by the 2019 Trustee to the purchasers of the 2019 Series A Bonds upon delivery to the 2019 Trustee of the documents and funds required by the 2019 Indenture.

7. The Financing Agreement shall provide that Basin Electric will be obligated to make payments sufficient to pay the principal of the 2019 Series A Bonds when due at maturity and the interest on the 2019 Series A Bonds when due, and to pay certain other costs specified therein.

8. The form, terms and provisions of the proposed 2019 Indenture submitted to this meeting and attached in substantially final form as Exhibit A hereto are hereby approved. The Chair or the Vice Chair of the Board and the Clerk or Deputy Clerk of the County, or their respective designees, are each hereby authorized and directed to execute, attest and deliver said 2019 Indenture in substantially the form submitted to this meeting with such changes, insertions and omissions as may be approved by the Chair or the Vice Chair of the Board (or their respective designees), the execution of said 2019 Indenture by the Chair or the Vice Chair of the Board (or their respective designees) being conclusive evidence of such approval.

9. The form, terms and provisions of the proposed Financing Agreement (including all exhibits thereto) submitted to this meeting and attached in substantially final form as Exhibit B hereto are hereby approved. The Chair or the Vice Chair of the Board and the Clerk or Deputy Clerk of the County, or their respective designees, are each hereby authorized and directed to execute, attest and deliver the Financing Agreement in substantially the form submitted to this meeting, with such changes, insertions and omissions as may be approved by the Chair or the Vice Chair of the Board (or their respective designees), the execution of said Financing Agreement by
the Chair or the Vice Chair of the Board (or their respective designees) being conclusive evidence of such approval.

10. The form, terms and provisions of the proposed Escrow Agreement (including all exhibits thereto) relating to the 2019 Series A Bonds submitted to this meeting and attached in substantially final form as Exhibit C hereto are hereby approved. The Chair or the Vice Chair of the Board and the Clerk or Deputy Clerk of the County, or their respective designees, are each hereby authorized and directed to execute, attest and deliver said Escrow Agreement in substantially the form submitted to this meeting with such changes, insertions and omissions as may be approved by the Chair or the Vice Chair of the Board (or their respective designees), the execution of said Escrow Agreement by the Chair or the Vice Chair of the Board (or their respective designees) being conclusive evidence of such approval.

11. The form, terms and provisions of the proposed Purchase Contract (including all exhibits thereto) relating to the 2019 Series A Bonds submitted to this meeting and attached in substantially final form as Exhibit D hereto are hereby approved. The Chair or the Vice Chair of the Board and the Clerk or Deputy Clerk of the County, or their respective designees, are each hereby authorized and directed to execute, attest and deliver said Purchase Contract in substantially the form submitted to this meeting with such changes, insertions and omissions as may be approved by the Chair or the Vice Chair of the Board (or their respective designees), the execution of said Purchase Contract by the Chair or the Vice Chair of the Board (or their respective designees) being conclusive evidence of such approval.

12. The form, terms and provisions of the proposed Letter of Representation relating to the 2019 Series A Bonds submitted to this meeting and attached in substantially final form as Exhibit E hereto are hereby approved. The Chair or the Vice Chair of the Board, or their respective designees, are each hereby authorized and directed to accept the said Letter of Representation in substantially the form submitted to this meeting with such changes, insertions and omissions as may be approved by the Chair or the Vice Chair of the Board (or their respective designees), the acceptance of said Letter of Representation by the Chair or the Vice Chair of the Board (or their respective designees) being conclusive evidence of such approval.

13. The Offering Statement relating to the 2019 Series A Bonds and the distribution thereof to the public in connection with the offering and sale of the 2019 Series A Bonds is hereby approved.

14. The County shall, and the officers, agents and employees of the County, or their respective designees, are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments, including, without limitation, any certificates, notices, continuing disclosure documents and tax agreements, forms and certificates, as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the County with respect to the issuance of the 2019 Series A Bonds.

15. Keybanc Capital Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and PNC Capital Markets LLC are hereby designated as the underwriters with
respect to the sale of the 2019 Series A Bonds and Orrick, Herrington & Sutcliffe LLP is hereby designated as bond counsel with respect to the 2019 Series A Bonds.

16. It is hereby declared that all parts of this Resolution are severable and that if any section, paragraph, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability or any such section, paragraph, clause or provision shall not affect the remaining provisions of this Resolution.

17. This Resolution shall become effective immediately upon its adoption by the Board and its passage, approval and adoption.

Resolved this 2nd day of April, 2019.

Rusty Bell, Chairman
Campbell County Board of Commissioners
CAMPBELL COUNTY, WYOMING

CERTIFICATE

The undersigned, Susan Saunders, Clerk of Campbell County, Wyoming, hereby certifies that attached hereto is a true, complete and correct copy of Resolution No. ______, duly adopted at a regular meeting of the Board of County Commissioners of Campbell County, Wyoming, held on April 2, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of County Commissioners of Clerk of Campbell County, Wyoming, as of the 2nd day of April, 2019.

__________________________
Susan F. Saunders, County Clerk

[SEAL]
TRUST INDENTURE

Between

CAMPBELL COUNTY, WYOMING

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

Dated as of April 15, 2019

Authorizing

$150,000,000
CAMPBELL COUNTY, WYOMING
Solid Waste Facilities Revenue Bonds, 2019 Series A
(Basin Electric Power Cooperative – Dry Fork Station Facilities)
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TRUST INDENTURE

This TRUST INDENTURE (this "Indenture"), is made and entered into as of April 15, 2019, by and between CAMPBELL COUNTY, WYOMING, a political subdivision and body politic and corporate of the State of Wyoming (together with any successor to its duties and functions, the "County"), acting by and through its Board of County Commissioners which is the governing body of the County, and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set out (together with any successor to its duties and functions, the "Trustee")

WITNESSETH:

WHEREAS, the County is a political subdivision and body politic and corporate of the State of Wyoming, created and existing pursuant to the Constitution and laws thereof and is authorized and empowered by law, including particularly the provisions of the Wyoming Industrial Development Projects Act (Wyoming Statutes Annotated, Sections 15-1-701, et seq.), as amended (such Act, and collectively with all future acts supplemental thereto or amendatory thereof, the "Act"), in order to facilitate and promote the sound economic growth of the State of Wyoming, to issue revenue bonds and use the funds derived from the sale thereof to defray the cost of acquiring, constructing or improving any project, defined to include any improvement and all necessary and appurtenant real and personal properties in connection therewith; and

WHEREAS, the County is also authorized by the Act to secure the bonds so issued by a pledge of the income and revenue derived from an agreement by the user of such a project; and

WHEREAS, Basin Electric Power Cooperative ("Basin Electric") is the owner and operator of the Dry Fork Station, a coal-fired steam electric generating plant (the "Station") located within the geographical limits of the County, and pursuant to resolutions adopted by the Board of County Commissioners of the County on June 16, 2009, the County agreed to finance on a long-term basis the costs of acquisition and construction of certain solid waste disposal and sewage facilities at or in connection with the Station (the "Facilities"); and

WHEREAS, the County issued its "Solid Waste Facilities Revenue Bonds, 2009 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities)" (the "2009 Bonds") pursuant to Trust Indenture between the County and U.S. Bank National Association, as trustee (the "2009 Trustee") dated as of July 1, 2009 (the "2009 Indenture") authorizing the issuance of the 2009 Bonds and the County lent the proceeds to Basin Electric in order finance the Facilities; and

WHEREAS, Basin Electric has requested and pursuant to resolutions adopted by the Board of County Commissioners of the County on April 2, 2019, the County agreed to issue its revenue bonds under the Act for the purpose of refinancing the 2009 Bonds; and

WHEREAS, in connection with the issuance by the County of the Bonds, the County and Basin Electric are executing a Loan Agreement, dated as of April 15, 2019 (the "Financing Agreement"), pursuant to which (i) the County will loan to Basin Electric the proceeds of the
Bonds and (ii) Basin Electric has agreed to repay such loan by paying to the County an amount sufficient to pay the principal of the Bonds when due at maturity, the interest on the Bonds when due and any other expenses incurred by the County in connection with the Bonds, and the Bonds shall be secured by, among other things, a pledge of the Financing Agreement, certain revenues of the County pursuant to the Financing Agreement and a certain note issued by Basin Electric to evidence its payment obligations under the Financing Agreement (the “Note”), which Note will be issued pursuant to the Thirty-Eighth Supplemental Indenture, dated as of April 15, 2019, supplemental to the Amended and Restated Indenture, dated as of May 5, 2015, between Basin Electric and U.S. Bank National Association, as trustee, as amended and supplemented (the “Basin Electric Indenture”), and secured on a parity basis with all other obligations secured thereunder; and

WHEREAS, the execution and delivery of the Financing Agreement and this Indenture have been in all respects duly and validly authorized by duly adopted and approved resolutions of the Board of County Commissioners of the County; and

WHEREAS, all other things necessary to make the Bonds, when issued, executed and delivered by the County and authenticated by the Trustee pursuant to this Indenture, the valid and binding obligations of the County, and to constitute this Indenture a valid pledge of certain income and revenues derived from the Financing Agreement and the Note for the payment of the principal of and interest on the Bonds authenticated and delivered under this Indenture, have been performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have all been duly authorized;

NOW, THEREFORE:

The County, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Owners thereof and of the sum of One Dollar ($1.00), lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and the performance and observance by the County of all the obligations and covenants expressed or implied herein and in the Bonds, does hereby grant, convey, pledge, transfer and assign to the Trustee, and to its successors in trust, the following (herein called the “Trust Estate”):

First, the amounts required from time to time to be deposited in or credited to the account of the Bond Fund in accordance with this Indenture and the Financing Agreement and the Note from time to time held by the Trustee or a Co-Paying Agent for the benefit of the Owners of the Bonds pursuant to this Indenture, together, as provided herein, with any investments and reinvestments made with such amounts and moneys and the proceeds thereof; and

Second, all of the County’s right, title and interest in and to the Note, and payments made thereon, delivered by Basin Electric to the Trustee pursuant to the Financing Agreement; and

Third, all of the County’s right, title and interest in and to the Receipts and Revenues of the County from the Financing Agreement and all of the County’s right, title and interest in and
to the Financing Agreement together with all powers, privileges, options and other benefits of the County contained in the Financing Agreement which are not specifically described in the First Granting Clause above other than the rights of the County set forth in Sections 5.4 and 9.4 of the Financing Agreement; provided, however, that nothing in this clause shall impair, diminish or otherwise affect the County’s obligations under the Financing Agreement or, except as otherwise provided in this Indenture, impose any such obligations on the Trustee; and

Fourth, any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, mortgaged, granted or delivered to, or deposited with, the Trustee as additional security hereunder by the County or anyone on its behalf or with its written consent, or which pursuant to any of the provisions hereof or of the Financing Agreement may come into the possession or control of the Trustee, or of a lawfully appointed receiver, as such additional security; and the Trustee is hereby authorized to receive any and all such property as and for additional security for the payment of the Bonds and to hold and apply all such property subject to the terms hereof.

TO HAVE AND TO HOLD the said Trust Estate, whether now owned or held or hereafter acquired, unto the Trustee, its successors and assigns, forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit and security of all present and future Owners of the Bonds without preference of any Bond over any other, and for enforcement of the payment of the Bonds, in accordance with their terms, and all other sums payable hereunder or on the Bonds and for the performance of and compliance with the obligations, covenants and conditions of this Indenture, as if all the Bonds at any time outstanding had been authenticated, executed and delivered simultaneously with the execution and delivery of this Indenture, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that this Indenture creates a continuing lien to secure equally and ratably the payment in full of the principal of and interest on all Bonds which may, from time to time, be outstanding hereunder, and that the Bonds are to be issued, authenticated and delivered, and that the Trust Estate is to be held, dealt with and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Indenture, as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall, for all purposes of this Indenture, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means the Wyoming Industrial Development Projects Act, Wyoming Statutes Annotated, Sections 15-1-701, et seq., as amended, and all acts supplemental thereto or amendatory thereof.

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to the Financing Agreement, this Indenture and any transaction or event
contemplated by the Financing Agreement or this Indenture, including the compensation and expenses paid to the Trustee.

"Basin Electric" shall mean Basin Electric Power Cooperative, an electric cooperative corporation existing under the laws of the State of North Dakota, and its successors or assigns.

"Basin Electric Indenture" shall mean the Amended and Restated Indenture, dated as of May 5, 2015, between Basin Electric and the U.S. Bank National Association, as trustee, as supplemented or amended from time to time, including as supplemented by the Thirty-Eighth Supplemental Indenture, providing for the issuance of the Note, and as also amended and supplemented by any alternate indenture or mortgage.

"Basin Electric Representative" shall mean any one of the following officers and/or employees of Basin Electric: (i) the President, (ii) the Chief Executive Officer & General Manager, (iii) the Senior Vice President & Chief Financial Officer, (iv) the Senior Vice President & General Counsel, (v) the Secretary-Treasurer, (vi) any Assistant Secretary, (vii) the Treasury Services Manager and (viii) any other officer or employee of Basin Electric at the time designated to act on behalf of Basin Electric by a written certificate furnished to the County and the Trustee containing the specimen signatures of such person and signed on behalf of Basin Electric by any one of the above-described officers and/or employees.

"Bond Fund" shall mean the fund created by Section 4.01 hereof.

"Bondowner" or "Owner" shall mean the person in whose name a Bond of any series is registered upon the registration books of the County maintained by the Registrar.

"Bonds" or "Bond" shall mean the County’s “Solid Waste Facilties Revenue Bonds, 2019 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities),” authorized under Section 2.02 hereof.

"Book Entry Bond" shall mean a Bond of any series authorized to be issued hereunder and issued to and, except as provided in Section 2.11(d) hereof, restricted to being registered in the name of, a Securities Depository for the participants in such Securities Depository or the beneficial owners of such Bond.

"Co-Paying Agent" shall mean any co-paying agent appointed in accordance with Sections 10.20 and 10.21 hereof.

"County" shall mean Campbell County, a political subdivision and body corporate and politic of the State of Wyoming, and any successor to its duties and functions.

"Escrow Agreement" shall mean the Escrow Agreement, dated as of April 15, 2019, between the County and the 2009 Trustee relating to the 2009 Bonds.

"Facilities" shall mean certain solid waste disposal and sewage facilities at the Station which are described in Exhibit A to the Financing Agreement.
"Financing Agreement" shall mean the Loan Agreement, dated as of April 15, 2019, between the County and Basin Electric, as amended or supplemented by any and all Supplemental Financing Agreements.

"Fund" shall mean either the Bond Fund.

"Indenture" shall mean this Trust Indenture of the County, as amended or supplemented by any and all Supplemental Indentures.

"Interest Payment Date" shall mean January 15 and July 15 of each year, commencing January 15, 2020.

"Investment Securities" shall mean the following obligations or securities (only to the extent investment therein would not violate the laws of the State of Wyoming), maturing or redeemable at the option of the holder thereof at such time or times as to enable disbursements to be made from the Bond Fund in accordance with the terms hereof, or which shall be marketable prior to the maturities thereof:

(i) Direct obligations of, or obligations guaranteed by, the United States of America;

(ii) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America:

- Export-Import Bank,
- Farm Credit System Financial Assistance Corporation,
- Farmers Home Administration,
- General Services Administration,
- U.S. Maritime Administration,
- Small Business Administration,
- Government National Mortgage Association (GNMA),
- U.S. Department of Housing & Urban Development (PHA’s), and
- Federal Housing Administration;

(iii) U.S. dollar-denominated certificates of deposit (whether negotiable or non-negotiable), demand deposits, time deposits and banker’s acceptances with any bank or trust company organized under the laws of any state of the United States of America or any national banking association whose deposit obligations on the date of purchase are rated either “A-1” or better by Standard & Poor’s Global Rating, a Standard & Poor’s Financial Services LLC (“S&P”) and “P-1” or better by Moody’s Investors Service (“Moody’s”) (provided that a rating on a holding company shall not be deemed to be such rating on a subsidiary bank);

(iv) Commercial paper which is rated at the time of purchase either “A-1” or better by S&P and “P-1” or better by Moody’s and which matures not more than 270 days after the date of purchase;
(v) Senior debt obligations rated “AAA” by S&P and “Aaa” by Moody’s issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

(vi) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by S&P;

(vii) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(1) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of S&P and Moody’s or any successors thereto; or

(2) (A) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (a) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate and (B) which escrow is sufficient, as verified by a nationally recognized firm of independent certified public accountants, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

“Maturity Date” shall mean, with respect to the Bonds, July 15, 2039.

“Note” shall mean the first mortgage note issued by Basin Electric under the Thirty-Eighth Supplemental Indenture and the Financing Agreement, which Note is secured by the Basin Electric Indenture on a parity with all other notes secured by the Basin Electric Indenture.

“Offering Statement” shall mean the Offering Statement, dated April 24, 2019, relating to the Bonds.

“Opinion of Bond Counsel” shall mean an opinion in writing signed by an attorney or firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds and who is acceptable to the Trustee.

“Outstanding under this Indenture,” “Outstanding hereunder,” or “Outstanding” when used in reference to the Bonds shall mean, as at any particular date, the aggregate of all Bonds authenticated and delivered under this Indenture except:
(a) Bonds cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation or, in the case of Book Entry Bonds, to the extent provided in Section 2.11(f) hereof, portions of Bonds deemed to have been cancelled;

(b) Bonds (or, in the case of Book Entry Bonds, as provided in Section 2.11(f) hereof, portions thereof) for the payment of which cash shall have been theretofore deposited with the Trustee in an amount equal to the principal amount thereof and interest thereon to maturity;

(c) Bonds otherwise deemed to be paid in accordance with Article VIII hereof; and

(d) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to this Indenture, unless proof satisfactory to the Trustee and Basin Electric is presented that such Bonds are held by a bona fide holder in due course.

"Principal Office" shall mean, (i) for the Trustee and Registrar, the principal corporate trust office of the Trustee, which office at the date of acceptance by the Trustee of the duties and obligations imposed on the Trustee by this Indenture is located at Mail Stop EP-MN-WS3C, 60 Livingston Avenue, St. Paul, Minnesota 55107, Attention: Corporate Trust Department, and (ii) for a Co-Paying Agent, the office of such Co-Paying Agent designated in writing to the Trustee.

"Purchase Contract" shall mean that certain Purchase Contract providing for the purchase by KeyBanc Capital Markets Inc., as representative of the underwriters, of the Bonds from the County.

"Receipts and Revenues of the County from the Financing Agreement" shall mean all moneys paid to the County by Basin Electric pursuant to Section 5.1 of the Financing Agreement, and pursuant to the Note, and all receipts of the Trustee credited under the provisions of this Indenture against such payments.

"Registrar" shall mean the Trustee acting in its capacity as Registrar of the Bonds.

"Securities Depository" shall mean, with respect to a Book Entry Bond, the person, firm, association or corporation specified to serve as the securities depository for such Book Entry Bond, or its nominee, and its successor or successors and any other person, firm, association or corporation which may at any time be substituted in its place pursuant to this Indenture.

"Station" shall mean the Dry Fork Station, a coal-fired steam electric power generating plant located in Campbell County, Wyoming.

"Supplemental Financing Agreement" shall mean any agreement between the County and Basin Electric amending or supplementing the Financing Agreement in accordance with the terms of this Indenture.

"Supplemental Indenture" shall mean any Indenture of the County modifying, altering, amending, supplementing or confirming this Indenture.
“Trustee” shall mean U.S. Bank National Association, and its successor or successors hereunder, as trustee and Paying Agent under this Indenture.

“Thirty-Eighth Supplemental Indenture” shall mean the Thirty-Eighth Supplemental Indenture, dated as of April 15, 2019, between Basin Electric and U.S. Bank National Association, as trustee.

“2009 Bonds” shall mean $150,000,000 in aggregate principal amount of the County’s Solid Waste Facilities Revenue Bonds, 2009 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities).

“2009 Indenture” shall mean the Trust Indenture between the County and U.S. Bank National Association, as trustee, dated as of July 1, 2009.

“2009 Loan Agreement” shall mean the loan agreement between the County and Basin Electric, dated as of July 1, 2009.

“2009 Note” shall mean the Note in the aggregate principal amount of $150,000,000 issued by Basin Electric to the County in order to secure payments under the 2009 Loan Agreement.

“2009 Trustee” shall mean U.S. Bank National Association.

ARTICLE II

THE BONDS

SECTION 2.01 Limited Obligations Of County; Payment And Security. All Bonds issued under this Indenture and at any time Outstanding shall in all respects be equally and ratably secured hereby, without preference, priority or distinction on account of the date or dates or the actual time or times of the issuance or maturity of the Bonds, so that all Bonds at any time issued and Outstanding hereunder shall have the same right, lien and preference under and by virtue of this Indenture. The principal of and interest on the Bonds shall be payable solely out of the Receipts and Revenues of the County from the Financing Agreement and other security pledged hereby and shall not be general obligations of the County and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

SECTION 2.02 Authorization And Terms Of Bonds. The Bonds entitled to the benefit, protection and security of this Indenture are hereby authorized in the aggregate principal amount of $150,000,000 and shall be designated “Solid Waste Facilities Revenue Bonds, 2019 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities).” The Bonds shall be dated their date of issuance and shall mature (subject to provisions for prior redemption upon the terms and conditions hereinafter set forth) on the Maturity Date. The Bonds shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from the date of delivery thereof, or from the most recent Interest Payment Date to which interest has been paid, and shall be payable on January 15 and July 15 of each year, commencing January 15, 2020, until the Maturity Date or until the date fixed for redemption, and until payment of the principal
or redemption price thereof shall have been made or provided for in accordance with the provisions of this Indenture, at the rate of [____ %] per annum.

The Bonds shall be issued as fully registered bonds without coupons in the denomination of $5,000 and integral multiples thereof and shall be numbered from 1 consecutively upwards prefixed by the letter “R”.

For the payment of interest on the Bonds, the County shall cause to be deposited in the Bond Fund, at the Principal Office of the Trustee on or prior to each Interest Payment Date, out of the Receipts and Revenues of the County from the Financing Agreement and other moneys pledged therefor, an amount sufficient to pay the interest to become due on such Interest Payment Date. Any amount in the Bond Fund available for the payment of interest on such Bonds shall be credited against any amount required to be caused to be so deposited in the Bond Fund.

For the payment of the principal of the Bonds upon maturity, the County shall cause to be deposited in the Bond Fund, at the Principal Office of the Trustee on or prior to the Maturity Date of the Bonds, out of the Receipts and Revenues of the County from the Financing Agreement and other moneys pledged therefor, an amount sufficient to pay the principal of the Bonds on the Maturity Date. Any amount in the Bond Fund available for the payment of the principal of the Bonds shall be credited against any amount required to be caused to be so deposited in the Bond Fund.

Subject to Section 2.11 hereof with respect to Book Entry Bonds, principal of and interest on the Bonds shall be payable at the Principal Office of the Trustee or, at the option of the Owner, at the Principal Office of the Co-Paying Agent. Payment as aforesaid shall be made in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts; provided, however, that, subject to Section 2.11 hereof, interest may be payable, at the option of the Trustee, by check or draft drawn upon the Trustee and mailed to the registered address of the Owner as it shall appear on the registration books of the County maintained by the Registrar as of the close of business on the fifteenth (15th) day prior to the applicable Interest Payment Date, or, at the written request of any Owner of Bonds in an aggregate principal amount greater than or equal to $1,000,000 delivered to the Trustee on or prior to such fifteenth (15th) day prior to such Interest Payment Date, by wire transfer per the instructions of such Owner as set forth in such request.

Any Bond issued on or subsequent to the first Interest Payment Date thereon shall be dated as of the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be an Interest Payment Date to which interest on such Bond has been paid in full or duly provided for, in which case it shall be dated as of such date of authentication; provided, however, that if, as shown by the records of the Trustee, interest on such Bond shall be in default, the Bond issued in exchange for such Bond surrendered for transfer or exchange shall be dated as of the date to which interest has been paid in full on the Bond surrendered.

SECTION 2.03 Application Of Proceeds Of The Bonds. The proceeds from the sale of the Bonds shall be deposited in escrow with the 2009 Trustee in the escrow fund established
under the Escrow Agreement in order to provide, together with funds provided by Basin Electric, for the payment of the 2009 Bonds.

SECTION 2.04 Execution Of Bonds; Signatures.

(a) The Bonds shall be executed on behalf of the County by the Chairman of the Board of County Commissioners of the County and shall have affixed, impressed or reproduced thereon the seal of the County, attested by the Clerk or Deputy Clerk of the County. Each of such officers of the County may execute or cause to be executed the Bonds with a facsimile signature in lieu of his or her manual signature provided that the signature of such officer, certified by such officer under oath, is on file with the Secretary of State of the State of Wyoming. Except as provided in the preceding sentence, the signatures of the said officers of the County on Bonds shall be manual signatures.

(b) In case any officer of the County whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the authentication by the Trustee and delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery; and any Bond may be signed on behalf of the County by such persons as, at the time of execution of such Bond or coupon, shall be the proper officers of the County, even though at the date of such Bond or of the adoption of this Indenture any such person was not such officer.

SECTION 2.05 Authentication of Bonds by Trustee. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee’s certificate of authentication on any Bond shall be deemed to have been executed by it if signed with an authorized signature of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

SECTION 2.06 Prerequisites to Authentication of Bonds. The County shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver the Bonds to the initial purchasers thereof as may be directed hereinafter pursuant to this Section 2.06. Prior to the delivery by the Trustee of any authenticated Bonds, there shall be or have been delivered to the Trustee:

(a) A duly certified copy of this Indenture.

(b) A duly certified copy of the Financing Agreement.

(c) The Note in an aggregate principal amount equal to the aggregate principal amount of the Bonds.

(d) A duly certified copy of the Escrow Agreement.
(e) A duly certified copy of the Basin Electric Indenture.

(f) A request and authorization to the Trustee on behalf of the County and signed by the Chairman, Vice Chairman or other authorized officer or member of the Board of County Commissioners to authenticate and deliver the Bonds to the purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the County, of a sum specified in such request and authorization, in the aggregate principal amount determined by this Indenture.

(g) A written statement on behalf of Basin Electric, executed by a Basin Electric Representative, (i) approving the issuance and delivery of the Bonds and (ii) consenting to each and every provision of this Indenture.

(h) A copy of the Opinion of Bond Counsel addressed to the County in the form set forth as Appendix C to the Offering Statement, together with a reliance letter addressed to the Trustee solely for the benefit of the Trustee as if the Trustee were one of the Owners of the Bonds.

(i) A copy of the opinion of counsel to Basin Electric addressed to the underwriter for the Bonds in the form set forth in Appendix C of the Purchase Contract.

(j) A copy of the opinion of counsel to the County addressed to the underwriter for the Bonds in the form set forth in Appendix B of the Purchase Contract.

SECTION 2.07 Bonds Mutilated, Lost, Stolen Or Destroyed. In the event any Bond is mutilated, lost, stolen or destroyed, the County may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination and bearing the same number (supplemented to permit specific identification of such new Bond) as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee and Basin Electric. Upon the issuance of any substitute Bond, the County and the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. In the event any such Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a substitute Bond the County may, with the consent of the Bondowner, pay the same without surrender thereof if there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee and Basin Electric. The Trustee may charge the Owner of such Bond with the Trustee’s reasonable fees and expenses in connection with any transaction described in this Section 2.07. Every substitute Bond issued pursuant to the provisions of this Section 2.07 by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute an additional contractual obligation of the County, whether or not the lost, stolen or destroyed Bond shall be at any time enforceable, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder.
SECTION 2.08 Transfer, Registration And Exchange. All the Bonds issued under this Indenture shall be negotiable, subject to the provisions for registration and transfer contained in this Indenture and in the Bonds. The Trustee shall be the Registrar for the Bonds. So long as any of the Bonds shall remain Outstanding, the Registrar shall, on behalf of the County, maintain and keep, at its Principal Office, books for the registration and transfer of Bonds; and, upon presentation thereof for such purpose at said Principal Office, the Registrar shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as the Registrar may prescribe, any Bond entitled to registration or transfer. So long as any of the Bonds remain Outstanding, the Registrar shall make all necessary provisions to permit the exchange of Bonds at its Principal Office.

Each Bond shall be transferable only upon the books of the Registrar, which shall be kept for that purpose at the Principal Office of the Registrar, at the written request of the Owner thereof or its attorney duly authorized in writing, upon surrender thereof at said office, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Owner or its duly authorized attorney. Upon the transfer of any Bond or Bonds, the County shall issue in the name of the transferee, in authorized denominations, a new Bond or Bonds of the same series, aggregate principal amount, maturity and interest rate as the surrendered Bond or Bonds.

The County, the Trustee and any Co-Paying Agent may deem and treat the Owner of any Bond as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and none of the County, the Trustee or any Co-Paying Agent shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the County shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled and destroyed by the Trustee. Counterparts of the certificates of destruction evidencing such destruction shall be furnished by the Trustee to the County and Basin Electric. For every such exchange or transfer of Bonds, whether temporary or definitive, the County, the Registrar or the Trustee may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Registrar shall not be obliged to make any such exchange or transfer of Bonds during the fifteen (15) days next preceding an Interest Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, next preceding the date of the mailing of notice of such redemption. The Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption.

SECTION 2.09 Temporary Bonds. Pending the preparation of definitive Bonds, the County may execute and the Trustee shall authenticate and deliver temporary Bonds (printed, lithographed or typewritten). Temporary Bonds shall be issuable as registered Bonds without coupons, of any authorized denomination, and substantially in the form of the definitive Bonds
but with such omissions, insertions and variations as may be appropriate for temporary Bonds, all as may be determined by the County. Temporary Bonds may be issued without specific redemption prices and may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the County and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Bonds. As promptly as practicable the County shall execute and shall furnish definitive fully registered Bonds and thereupon temporary Bonds may be surrendered in exchange therefor without charge at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds a like aggregate principal amount of definitive Bonds of authorized denominations and of the same series. Until so exchanged the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds.

SECTION 2.10 Bonds Or Other Obligations Under Other Indentures. The County expressly reserves the right to issue, to the extent permitted by law, additional or refunding bonds or other obligations under another indenture to provide for additional costs of construction or for additional facilities or to refund any of the Outstanding Bonds, or any combination thereof.

SECTION 2.11 Book Entry Bonds.

(a) Anything in this Indenture to the contrary notwithstanding, the Bonds shall be issued as Book Entry Bonds.

(b) For all purposes of this Indenture, the Owner of a Book Entry Bond shall be the Securities Depository therefor and none of the County, the Trustee, the Registrar or any Co-Paying Agent shall have any responsibility or obligation to the beneficial owner of such Bond or to any direct or indirect participant in such Securities Depository. Without limiting the generality of the foregoing, none of the County, the Trustee, the Registrar or any Co-Paying Agent shall have any responsibility or obligation to any such participant or to the beneficial owner of a Book Entry Bond with respect to (i) the accuracy of the records of the Securities Depository or any participant with respect to any beneficial ownership interest in such Bond, (ii) the delivery to any participant of the Securities Depository, the beneficial owner of such Bond or any other person, other than the Securities Depository, of any notice with respect to such Bond, including any notice of the redemption thereof, or (iii) the payment to any participant of the Securities Depository, the beneficial owner of such Bond or any other person, other than the Securities Depository, of any amount with respect to the principal or redemption price of, or interest on, such Bond. The County, the Registrar, the Trustee and any Co-Paying Agent may treat the Securities Depository as the absolute owner of a Book Entry Bond for all purposes whatsoever, including, but not limited to, (w) payment of the principal or redemption price of, and interest on, such Bond, (x) giving notices of redemption and of other matters with respect to such Bond, (y) registering transfers with respect to such Bond and (z) giving to the County or the Trustee any notice, consent, request or demand pursuant to this Indenture for any purpose whatsoever. The Trustee and any Paying Agent shall pay the principal or redemption price of, and interest on, a Book Entry Bond only to or upon the order of the Securities Depository therefor, and all such payments shall be valid and effective to satisfy fully and discharge the County’s obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as otherwise provided in subsection (d) of this Section 2.11, no person other than the Securities Depository shall receive a Bond or other
instrument evidencing the County's obligation to make payments of the principal thereof and interest thereon.

(c) Subject to Section 2.12 hereof, the County, in its sole discretion and without the consent of any other person, may, by notice to the Trustee and a Securities Depository, terminate the services of such Securities Depository with respect to the Book Entry Bonds for which such Securities Depository serves as securities depository if the County determines that (i) the Securities Depository is unable to discharge its responsibilities with respect to such Bonds or (ii) a continuation of the requirement that all of the Bonds issued as Book Entry Bonds be registered in the registration books of the County in the name of the Securities Depository is not in the best interests of the beneficial owners of such Bonds or of the County.

(d) Upon the termination of the services of a Securities Depository with respect to a Book Entry Bond pursuant to clause (ii) of subsection (c) of this Section 2.11, such Bond no longer shall be restricted to being registered in the registration books kept by the Registrar in the name of a Securities Depository. Upon the termination of the services of a Securities Depository with respect to a Book Entry Bond pursuant to clause (i) of subsection (c) of this Section 2.11, the County may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the County, is willing and able to undertake the functions of Securities Depository under this Indenture upon reasonable and customary terms. If no such successor can be found within such period, such Book Entry Bond shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of a Securities Depository. In the event that a Book Entry Bond shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of a Securities Depository, (i) the County shall execute and the Trustee shall authenticate and deliver, upon presentation and surrender of the Book Entry Bond, Bond certificates as requested by the Securities Depository so terminated of like series, principal amount, maturity and interest rate, in authorized denominations, to the identifiable beneficial owners in replacement of such beneficial owners' beneficial ownership interests in such Book Entry Bond and (ii) the Trustee shall notify the Registrar and any Co-Paying Agents that such Bond is no longer restricted to being registered in the registration books kept by the Registrar in the name of a Securities Depository.

(e) Anything in this Indenture to the contrary notwithstanding, payment of the redemption price of a Book Entry Bond, or portion thereof, called for redemption prior to maturity may be paid to the Securities Depository by check or draft mailed to the Securities Depository or by wire transfer. Anything in this Indenture to the contrary notwithstanding, such redemption price may be paid without presentation and surrender to the Trustee of the Book Entry Bond, or portion thereof, called for redemption; provided, however, that payment of (i) the principal payable at maturity of a Book Entry Bond and (ii) the redemption price of a Book Entry Bond as to which the entire principal amount thereof has been called for redemption shall be payable only upon presentation and surrender of such Book Entry Bond to the Trustee; and provided, further, that no such redemption price shall be so payable without presentation and surrender unless such Book Entry Bond shall contain or have endorsed thereon a legend substantially to the following effect (provided that such legend may be modified as may be determined necessary or desirable by the County or a particular Securities Depository):
"AS PROVIDED IN THE INDENTURE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH [NAME OF SECURITIES DEPOSITORY] (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE INDENTURE, "THE SECURITIES DEPOSITORY"), AND NOTWITHSTANDING ANY OTHER PROVISION OF THE INDENTURE TO THE CONTRARY, (A) THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO A NOMINEE OF THE SECURITIES DEPOSITORY, OR BY A NOMINEE OF THE SECURITIES DEPOSITORY TO THE SECURITIES DEPOSITORY OR A NOMINEE OF THE SECURITIES DEPOSITORY TO ANY SUCCESSOR SECURITIES DEPOSITORY OR ANY NOMINEE THEREOF AND (B) A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE TRUSTEE. THE SECURITIES DEPOSITORY OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF THE SECURITIES DEPOSITORY OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE INDENTURE."

Anything in this Indenture to the contrary notwithstanding, upon any such payment to the Securities Depository without presentation and surrender, for all purposes of (i) the Book Entry Bond as to which such payment has been made and (ii) this Indenture, the unpaid principal amount of such Book Entry Bond Outstanding shall be reduced automatically by the principal amount so paid. In such event, the Trustee shall notify forthwith the Registrar as to the particular Book Entry Bond as to which such payment has been made, and the principal amount of such Bond so paid, the Registrar shall note such payment on the registration books of the County maintained by it, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such Book Entry Bond Outstanding as provided in this subsection (e).

(f) For all purposes of this Indenture authorizing or permitting the purchase of Bonds, or portions thereof, by, or for the account of, the County for cancellation, and anything in this Indenture to the contrary notwithstanding, a portion of a Book Entry Bond may be deemed to have been purchased and cancelled without surrender thereof upon delivery to the Registrar of a certificate executed by the County and a participant of the Securities Depository therefor to the effect that a beneficial ownership interest in such Bond, in the principal amount stated therein, has been purchased by, or for the account of, the County through the participant of the Securities Depository executing such certificate; provided, however, that any purchase for cancellation of the entire principal amount of a Book Entry Bond shall be effective for purposes of this Indenture only upon surrender of such Book Entry Bond to the Trustee; and provided, further,
that no portion of a Book Entry Bond may be deemed to have been so purchased and cancelled without surrender thereof unless such Book Entry Bond shall contain or have endorsed thereon the legend(s) referred to in subsection (e) of this Section 2.11. Anything in this Indenture to the contrary notwithstanding, upon delivery of any such certificate to the Registrar, for all purposes of (i) the Book Entry Bond to which such certificate relates and (ii) this Indenture, the unpaid principal amount of such Book Entry Bond Outstanding shall be reduced automatically by the principal amount so purchased. In such event, the Registrar shall notify forthwith the Trustee as to the particular Book Entry Bond as to which a beneficial ownership interest therein has been so purchased, and the principal amount of such Bond so purchased, and the Registrar shall note such reduction in principal amount of such Book Entry Bond Outstanding on the registration books of the County maintained by it, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such Book Entry Bond Outstanding as provided in this subsection (f).

(g) Anything in this Indenture to the contrary notwithstanding, a Securities Depository may make a notation on a Book Entry Bond (i) redeemed in part or (ii) purchased by, or for the account of, the County in part for cancellation, to reflect, for informational purposes only, the date of such redemption or purchase and the principal amount thereof redeemed or deemed cancelled, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such Book Entry Bond Outstanding as provided in subsection (e) or (f) of this Section 2.11 as the case may be.

(h) Anything in this Indenture to the contrary notwithstanding, in the case of a Book Entry Bond, the County shall be authorized to redeem or purchase (by or for the account of the County), or issue additional or refunding bonds or other obligations to refund, all or less than all of the entire Outstanding principal amount thereof (in portions thereof of $5,000 or integral multiples thereof), and in the event of such partial defeasance, redemption, purchase or refunding, the provisions of this Indenture relating to the defeasance, redemption or purchase refunding of a Bond or Bonds shall be deemed to refer to the redemption, purchase or refunding of a portion of a Bond.

SECTION 2.12 The Depository Trust Company As Initial Securities Depository For The Bonds.

(a) The Depository Trust Company, New York, New York ("DTC"), is hereby appointed as the initial Securities Depository for the Bonds.

(b) The Bonds shall be initially issued in the form of a single fully registered bond in the aggregate principal amount thereof. So long as DTC serves as Securities Depository for the Bonds, the registered holder of all Bonds shall be, and each of the Bonds shall be registered in the name of, CEDE & Co. ("CEDE"), as nominee of DTC. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE, and subject to the transfer provisions of this Indenture, the word "CEDE" in this Indenture shall refer to such new nominee of DTC. So long as any Bonds are registered in the name of CEDE, as nominee of DTC in its capacity as Securities Depository for the Bonds, all payments with respect to the principal or redemption price of, and interest on, such Bonds and all notices with respect to such Bonds shall be made or given, as the case may be, to
DTC as provided in the representation letter of the County and the Trustee, dated the date of the issuance of such Bonds and addressed to DTC, with respect to such Bonds, as such representation letter may be amended and supplemented from time to time.

(c)  (i)  DTC may determine to discontinue providing its services as Securities Depository for the Bonds at any time by giving reasonable notice thereof to the County or the Trustee, which notice shall include a certification that DTC has discharged its responsibilities with respect to the Bonds under applicable law.  Upon the discontinuance of the services of DTC as Securities Depository for the Bonds pursuant to the immediately preceding sentence of this paragraph, the County may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the County, is willing and able to undertake the functions of Securities Depository under this Indenture upon reasonable and customary terms.  If no such successor can be found within such period, the Bonds shall no longer be restricted to being registered in the registration on books kept by the Registrar in the name of a Securities Depository.

(ii) If the Bonds no longer shall be restricted to being registered in the registration books kept by the Registrar in the name of a Securities Depository as provided in paragraph (i) of this subsection (c), (A) the County shall execute and the Trustee shall authenticate and deliver, upon presentation and surrender of the Bonds, the applicable Bond certificates as requested by the Securities Depository therefor of like series, aggregate principal amount, maturity and interest rate, in authorized denominations, to the identifiable beneficial owners in replacement of such beneficial owners’ beneficial ownership interests in such Bonds, if applicable and (B) the Trustee shall notify the Registrar and any Paying Agent that the Bonds are no longer restricted to being registered on the books kept by the Registrar in the name of a Securities Depository.

ARTICLE III

REDEMPTION

SECTION 3.01 Optional Redemption. The Bonds are subject to redemption in whole or in part (and if less than all of the Bonds are to be redeemed, by lot in such manner as shall be determined by the Trustee) prior to maturity at any time on or after July 15, [2029] by the County, upon the exercise by Basin Electric of its option to prepay all or a part of the unpaid balance of the Note, at a redemption price of 100 percent of the principal amount thereof, together with interest accrued thereon to the date fixed for redemption.

SECTION 3.02 Selection of Bonds To Be Redeemed. If less than all of the Bonds shall be called for redemption pursuant to Section 3.01 hereof, the applicable Bonds or portions of registered Bonds of such maturity to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem proper; provided, however, that the portion of any such Bonds to be redeemed shall be in the principal amount of $5,000 or any integral multiple thereof and that, in selecting the applicable Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by $5,000.  Subject to Section 2.11 hereof, if it is determined that one or more, but not all of the $5,000 units of principal amount represented by any such Bonds is to be called for redemption, then upon notice of intention to redeem such $5,000 unit or units, the Owner of any such Bonds shall forthwith surrender such Bond or Bonds to the Trustee
for (1) payment of the redemption price (including the interest to the date fixed for redemption) of the $5,000 unit or units of principal amount called for redemption and (2) exchange for a new Bond or Bonds, of the aggregate principal amount of the unredeemed balance of the principal amount of such Bonds and of like maturity and interest rate, and such new Bond or Bonds shall be numbered corresponding to the numbers of the $5,000 units of principal amount not called for redemption. New Bonds representing the unredeemed balance of the principal amount of such Bonds shall be issued to the registered Owner thereof, without charge therefor. Subject to Section 2.11 hereof, if the Owner of any such a denomination greater than $5,000 shall fail to present such Bonds to the Trustee for payment and exchange as aforesaid, such Bonds shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the $5,000 unit or units of principal amount called for redemption (and to that extent only).

SECTION 3.03 Procedure for Redemption.

(a) Any Bonds may be called for redemption pursuant to Section 3.01 hereof only upon the written notice of Basin Electric, and from amounts representing prepayment of the Note in accordance with the terms of the Note and the Financing Agreement. Such notice shall be given by Basin Electric to the County and the Trustee at any time during the period beginning with (and including) the 45th day prior to the date of redemption and ending with (and including) the 30th day prior to the date of redemption (or such date which is closer to the date of redemption than the 30th day as shall be agreed to by the Trustee, giving effect to the notice of redemption requirements of the applicable Securities Depository). Such notice shall specify that Basin Electric is electing to prepay the Note and have the amount of such prepayment applied to the redemption of the principal amount of the Bonds specified in the notice (together with any required premium) on the date for their redemption specified in such notice (which must be a date permitted by Section 3.01 hereof). If, at the time Basin Electric gives this notice, the Trustee does not have on deposit sufficient available funds to pay the principal of, premium, if any, and interest accrued and to accrue through the redemption date on the Bonds so called for redemption, then Basin Electric’s notice of redemption is conditional and revocable; that is, Basin Electric is under no obligation to provide, or cause to be provided, to the Trustee funds to effect such redemption and, if it does not elect to do so by 2:00 p.m., New York City time, on the redemption date, then the Bonds called for redemption shall not be redeemed pursuant to the above-mentioned notice of redemption or the notice of redemption given by the Trustee pursuant to subsection (b) of this Section 3.03. Neither Basin Electric nor the County shall be liable to any Bondowner if Basin Electric does not provide, or cause to be provided, funds sufficient to effect redemption of any such Bonds with the result that such Bonds are not redeemed on the redemption date specified in such notices. If, at the time Basin Electric gives this notice, the Trustee has on deposit sufficient funds to effect such redemption, then Basin’s notice is unconditional and irrevocable and the Bonds specified in the notice of Basin Electric and given by the Trustee pursuant to subsection (b) of this Section 3.03 shall become due and payable at the specified redemption price on the specified redemption date.

(b) In the event any Bonds are called for redemption, the Trustee shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable, which shall be the Principal Office of the Trustee as Paying Agent for the Bonds, and the Principal Office of any Co-Paying Agent for such Bonds, and, if
less than all of the Bonds are to be redeemed, the numbers of such Bonds to be redeemed. Such notice shall be given by mailing a copy of the redemption notice by first-class, postage prepaid, mail at least thirty (30) days prior to the date fixed for redemption to the Bondowners of the Bonds to be redeemed at the addresses shown on the registration books of the County maintained by the Trustee, as Registrar; provided, however, that failure duly to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of such Bonds. If Basin Electric’s notice of redemption for such Bonds given pursuant to subsection (a) of this Section 3.03 is conditional and revocable, then the notice of redemption given by the Trustee pursuant to this subsection (b) shall so state and shall further state (i) that the redemption of such Bonds is conditional upon Basin Electric providing, or causing to be provided, to the Trustee, by 2:00 p.m. New York City time on the redemption date, funds sufficient to effect such redemption, (ii) that if such funds are not so provided, such Bonds will not be redeemed on such date and the Trustee’s notice of the redemption of such Bonds given pursuant to this subsection (b) will be of no force or effect, (iii) that Basin Electric is under no obligation to provide, or cause to be provided, such funds and, (iv) that neither Basin Electric nor the County shall be liable to any Bondowner if Basin Electric does not provide, or cause to be provided, funds sufficient to effect such redemption with the result that such Bonds are not redeemed on the redemption date specified in such notice. If the Basin Electric notice is unconditional and irrevocable, then the Trustee’s notice shall so state, and shall also state (i) that the Trustee has on deposit sufficient funds to effect such redemption and (ii) that such Bonds shall become due and payable at the specified redemption price (plus accrued interest) on the redemption date specified in the notice. If such moneys shall not have been so received, the Trustee shall give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Subject to Section 2.11 hereof, on presentation and surrender of such Bonds so called for redemption at the place or places of payment, such Bonds shall be paid and redeemed.

(c) Any Bonds so called for redemption which are deemed to be not Outstanding under the provisions of Section 8.01 hereof, will cease to bear interest on the specified redemption date and shall no longer be protected under this Indenture.

(d) On or prior to the date the Trustee first gives to the Bondholders any notice of redemption of Bonds, the Trustee shall provide the County and Basin Electric a copy of such notice.

SECTION 3.04 Cancellation and Destruction Of Bonds. All Bonds which have been redeemed or delivered to or acquired by the Trustee for cancellation shall be cancelled and destroyed by the Trustee and shall not be reissued. Counterparts of the certificates of destruction evidencing such destruction shall be furnished by the Trustee to Basin Electric.

SECTION 3.05 Partial Redemption after Default; Minimum Sum. No redemption of less than all of the Bonds at the time Outstanding shall be made pursuant hereto unless the total amount of funds available and to be used for such partial redemption is equal to or more than $50,000. Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in clause (a) or (b) of Section 9.01 hereof, there shall be no redemption of less than all of the Bonds at the time Outstanding, except in the case of any Bonds notice of the redemption of which has been given pursuant to Section 3.02 hereof and
moneys or obligations for the payment of which have been deposited with or paid to the Trustee prior to the occurrence of such Event of Default.

SECTION 3.06 Payment to Trustee upon Redemption. For the redemption of any Bonds, the County shall cause to be deposited in the Bond Fund, before 2:00 P.M. (New York City time) at the Principal Office of the Trustee on the redemption date, but only out of the Receipts and Revenues of the County from the Financing Agreement (and subject to the right of Basin Electric to elect not to provide funds sufficient for such redemption as provided in Section 3.02 hereof), an amount sufficient to pay the principal of, premium, if any, and interest to become due on such redemption date. Any amount in the Bond Fund available to pay such redemption price shall be credited against any amount required to be caused to be so deposited in the Bond Fund.

ARTICLE IV

THE BOND FUND

SECTION 4.01 Creation Of Bond Fund. There is hereby created and established with the Trustee a trust fund in the name of the County to be designated “Campbell County, Wyoming Solid Waste Facilities Revenue Bonds, Bond Fund (Basin Electric Power Cooperative – Dry Fork Station Facilities),” which shall be used by the Trustee to pay the principal of the Bonds when due at maturity and interest on the Bonds when due.

SECTION 4.02 Receipts And Revenues To Be Remitted To Trustee. The Receipts and Revenues of the County from the Financing Agreement are to be remitted directly to the Trustee for the account of the County and deposited in the Bond Fund as provided in this Indenture. Said payments shall be sufficient in amount to pay the principal of the Bonds when due at maturity and interest on the Bonds when due. The entire amount of Receipts and Revenues of the County from the Financing Agreement are pledged to the payment of the principal of the Bonds when due at maturity and interest on the Bonds when due. The County hereby covenants and agrees that it will not create any lien upon the Receipts and Revenues of the County from the Financing Agreement other than the lien hereby created.

SECTION 4.03 Deposits Into Bond Fund. There shall be paid into the Bond Fund:

(a) all payments by Basin Electric on the Note; and

(b) all other moneys received by the Trustee under and pursuant to any of the provisions of the Financing Agreement when accompanied by directions by Basin Electric that such moneys are to be paid into the Bond Fund. The County hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding, it will deposit, or cause to be deposited, in the Bond Fund sufficient sums from the Receipts and Revenues of the County from the Financing Agreement promptly to meet and pay the principal of the Bonds when due at maturity and interest on the Bonds when due.
SECTION 4.04 Use Of Moneys In Bond Fund.

(a) Except as provided in this Section 4.04 and Section 6.02 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of the Bonds when due at maturity and interest on the Bonds when due. Notwithstanding anything to the contrary contained herein, if moneys have been deposited into the Bond Fund sufficient to pay the principal of, premium, if any, and interest due on the Bonds to the date such Bonds had been called for redemption in accordance with the terms of this Indenture, and are at the time available for such purpose, then such moneys shall be applied to the redemption of such Bonds. Moneys paid into the Bond Fund pursuant to clause (b) of Section 4.03 hereof will be applied solely to the payment of principal upon the maturity or the redemption of the Bonds.

(b) Any amounts remaining in the Bond Fund after payment in full of the principal of and interest on all Bonds (or provision for payment thereof as provided in this Indenture), the fees, charges and expenses of the Trustee and the Co-Paying Agent, and the fees and expenses of the Registrar, and all other amounts required to be paid hereunder, shall be paid to Basin Electric.

SECTION 4.05 Custody And Application Of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the County and the County hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of the Bonds when due at maturity, the interest on the Bonds when due and any other amounts payable from the Bond Fund as the same shall become due and payable.

SECTION 4.06 Bonds Not Presented When Due.

(a) Subject to Section 2.11 hereof, in the event any Bonds shall not be presented for payment when the principal thereof and premium, if any, becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if moneys sufficient to pay such Bonds are on deposit in the Bond Fund for the benefit of the Owners thereof, all liability of the County to the Owners thereof for the payment of such Bonds shall forthwith cease, terminate and be completely discharged, and it shall be the duty of the Trustee to segregate and to hold such moneys in trust, without liability for interest thereon, for the benefit of Owners of such Bonds, who shall thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Indenture or relating to such Bonds. Such segregated funds shall not be subject to investment.

(b) Any money deposited with the Trustee or any Co-Paying Agent in trust for the payment of the principal of or interest on any Bond and remaining unclaimed for four years and eleven months after such principal or interest has become due and payable shall, upon Basin Electric’s request to the Trustee, be paid to Basin Electric; provided, however, that before the Trustee or such Co-Paying Agent shall be required to make any such repayment, the Trustee may at the expense of Basin Electric cause to be mailed by first class mail, postage prepaid, to each of the Bondowners at the addresses thereof as listed on the registration books of the County kept by the Registrar, a notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than thirty (30) days from the date of such mailing, any unclaimed balance of such money then remaining will be repaid to Basin Electric. After the payment of
such unclaimed moneys to Basin Electric, the Owner of such Bond shall thereafter look only to Basin Electric for the payment thereof, and all liability of the Trustee or such Co-Paying Agent with respect to such money shall thereupon cease.

ARTICLE V

INVESTMENTS

SECTION 5.01 Investment Of Moneys Held In Bond Fund. The moneys in the Bond Fund shall be invested and reinvested by the Trustee in such Investment Securities as Basin Electric shall direct by a Basin Electric Representative; provided, however, that moneys deposited in the Bond Fund pursuant to Section 4.03(b) hereof shall not be invested in such manner as will violate the provisions of Section 6.09 hereof. All income or other gain from such investments shall be carried to the credit of the Bond Fund, and any loss resulting from such investments shall be charged to the Bond Fund.

SECTION 5.02 Investment of Funds. As and when any amounts invested in the Bond Fund may be needed for disbursements, the Trustee shall cause a sufficient amount of Investments Securities to be sold or otherwise converted into cash to the credit of the Bond Fund. So long as no Event of Default (as defined in Section 8.01 hereof) shall have occurred and be continuing, Basin Electric shall have the right to designate the investments to be sold and to otherwise direct the Trustee in the sale or conversion to cash of the investments made with the moneys in Funds.

Moneys credited to any account or fund maintained hereunder which are uninvested pending disbursement or receipt of proper investment directions or as directed herein, may be deposited to and held in a non-interest bearing demand deposit account established with the Commercial Banking Department of the Trustee or with any bank affiliated with the Trustee, without the pledge of securities to or other collateralization of such deposit accounts. The Trustee may invest in Investment Securities through its own trust department and such moneys may be deposited in time deposits, or certificates of deposit issued by the Trustee or its affiliates.

ARTICLE VI

GENERAL COVENANTS

SECTION 6.01 No General Obligation, Pecuniary Liability, Or Charge Against General Credit Or Taxing Powers Of County. Each and every covenant herein made, including all covenants made in the various sections of this Article VI, is predicated upon the condition that any obligation for the payment of money incurred by the County shall not be the general obligation of the County and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers, but shall be payable solely from the Receipts and Revenues of the County from the Financing Agreement, which are required to be set apart and transferred to the Bond Fund, and which, along with the balance of the Trust Estate, are hereby specifically pledged to the payment thereof in the manner and to the extent in this Indenture specified, and nothing in the Bonds or in this Indenture shall be considered as pledging any other funds or assets of the County.
The County will promptly cause to be paid solely from the sources stated herein the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bond, according to the true intent and meaning thereof.

SECTION 6.02 County Will Perform Obligations; Due Authorization And Enforceability Thereof. The County will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder, and in all proceedings pertaining thereto. The County covenants that it is duly authorized under the Constitution and laws of the State of Wyoming to issue the Bonds authorized hereby, to enter into the Financing Agreement, and to pledge to the Trustee the Receipts and Revenues of the County from the Financing Agreement and to pledge and assign to the Trustee all the County’s right, title and interest under the Financing Agreement, and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County according to the import thereof.

SECTION 6.03 Corporate Existence Of County; Compliance With Laws. The County will at all times maintain its corporate existence or assure the assumption of its obligations under this Indenture by any public body succeeding to its powers under the Act, and it will use its best efforts to maintain, preserve and renew all the rights and powers provided to it by the Act; and it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Financing Agreement.

SECTION 6.04 County Will Enforce And Not Amend Obligations Of Basin Electric. So long as any Bonds are Outstanding, upon receipt of written notification from the Trustee the County will enforce the obligation of Basin Electric to pay, or cause to be paid, all the payments and other costs and charges payable by Basin Electric under the Financing Agreement and the Note. The County will not enter into any agreement with Basin Electric amending the Financing Agreement or the Note without the prior written consent of the Trustee and compliance with Sections 11.06 and 11.07 hereof.

SECTION 6.05 Execution And Delivery Of Instruments By County. The County will, upon the reasonable request of the Trustee, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Indenture; provided, however, that no such instruments or actions shall pledge the credit or taxing power of the State of Wyoming, the County, or any other political subdivision of said State.

SECTION 6.06 No Other Disposition Of Receipts And Revenues. Except for the pledge and assignment to the Trustee, the County will not sell, lease, pledge, assign or otherwise dispose of or encumber its interest in the Receipts and Revenues of the County from the Financing Agreement or any interest in the Note, or its rights and interest under the Financing Agreement or the Note; and will promptly pay or cause to be discharged or make adequate provision to satisfy and discharge any lien or charge on any part thereof.

SECTION 6.07 Trustee’s Access To County Books. All books and documents in the possession of the County relating to the Facilities and the Financing Agreement and the moneys,
revenues and receipts derived from the Financing Agreement shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

SECTION 6.08  Filing Of Financing Statements By County. In order to perfect the interest of the Trustee in the Receipts and Revenues of the County from the Financing Agreement, the County will cause appropriate financing statements, naming the Trustee as pledgee of the Receipts and Revenues of the County from the Financing Agreement and of the other moneys pledged under this Indenture for the payment of the principal of and interest on the Bonds, and as pledgee and assignee of certain of the County’s rights and interest under the Financing Agreement, to be duly filed and recorded in the appropriate offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in the State of Wyoming and any other applicable jurisdiction, as from time to time amended. The Trustee, at the sole expense of Basin Electric, will file and record, with such assistance as necessary from the County, such necessary continuation statements from time to time as may be required pursuant to the provisions of said Uniform Commercial Code or other similar law to protect the interest of the Trustee.

SECTION 6.09  Tax Covenants Of The County.

(a) The County covenants to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103(a) of the the Internal Revenue Code of 1986, and will take, or require to be taken, such acts as may be reasonably within its ability and as may from time to time be required under applicable law and regulation to continue the exclusion of the interest on the Bonds from gross income for federal income tax purposes; and in furtherance of such covenants, the County agrees to comply with the Tax Certificate and Agreement executed in connection with the Bonds and the provisions of Sections 141-150 of the Internal Revenue Code of 1986.

(b) The County covenants that it will not take any action or fail to take any action with respect to the Bonds which would cause the Bonds to be “arbitrage bonds” within the meaning of such term as used in Section 148 of the Internal Revenue Code of 1986, and any regulations promulgated or proposed thereunder or under Section 103(c) of the Internal Revenue Code of 1986.

(c) The County shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148(f) of the Internal Revenue Code of 1986 from amounts on deposit in the funds and accounts established under this Indenture and available therefor.

(d) The County covenants that it will not use or permit the use of any property financed or refinanced with the proceeds of the Bonds by any person (other than a state or local governmental unit) in such manner or to such extent as would result in a loss of exclusion of the interest on the Bonds from gross income for federal income tax purposes (other than during the period the Bonds are held by a “substantial user” of the facilities financed or refinanced with proceeds of the Bonds or a “related person” within the meaning of Section 147(a) of the Internal Revenue Code of 1986).
(e) Notwithstanding any other provisions of this Indenture to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bonds from gross income under Section 103(a) of the Internal Revenue Code of 1986, the covenants in this Section 6.09 shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 7.01 hereof.

SECTION 6.10 Supplemental Indentures; Recordation Of Indenture And Supplemental Indentures. The County will execute and deliver all Supplemental Indentures, and will cause this Indenture, the Financing Agreement and all supplements thereto as well as all security instruments as may be required at all times to be recorded, registered, filed and to be kept recorded, registered and filed in such manner and in such places as may be required by law in order fully to preserve and protect the security of the Bondowners and all rights of the Trustee hereunder.

SECTION 6.11 Notices By Trustee. The Trustee shall give the same notices to the County that it is required to give to Basin Electric pursuant to any of the terms of this Indenture.

ARTICLE VII

DEFEASANCE

SECTION 7.01 Defeasance.

(a) If and when the Bonds secured hereby shall become due and payable in accordance with their terms or through redemption proceedings as provided in this Indenture, or otherwise, and the whole amount of the principal of, premium, if any, and interest so due and payable upon all of the Bonds shall be paid, or provision shall have been made for the payment of the same, together with all other sums payable hereunder by the County, then and in that case, the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the County to the Bondowners shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, upon request of the County or Basin Electric, the Trustee shall assign and transfer to Basin Electric all property and funds then held by the Trustee pursuant to this Indenture and shall execute and deliver such documents as may be reasonably required by the County or Basin Electric for such purpose. If and when the Trustee shall hold sufficient moneys hereunder to provide for payment of the whole amount of the principal of, premium, if any, and interest due and payable and thereafter to become due and payable upon all the Bonds, together with all other sums payable or which may thereafter become payable hereunder by the County, notwithstanding that all the Bonds have not yet become due and payable and that consequently the right, title and interest of the Trustee in and to the Trust Estate shall not have ceased, terminated and become void pursuant to the foregoing provisions of this Section 7.01, the Trustee, on demand of the County or Basin Electric, shall turn over to Basin Electric any surplus in the Bond Fund and in any other fund created under this Indenture in excess of the sum sufficient to pay the whole amount of the principal of, premium, if any, and interest due and payable and thereafter to become due and payable upon all the Bonds, together with all other sums payable or which may thereafter become payable hereunder by the County.
(b) Any Bond shall prior to the maturity or redemption date thereof be
deemed to have been paid within the meaning and with the effect expressed in this Section
7.01 if (i) in case such Bond is to be redeemed on any date prior to its maturity, Basin Electric
and the County shall have given to the Trustee in form satisfactory to it unconditional and
irrevocable instructions and notice to give on a date in accordance with the provisions of
Section 3.03 hereof notice of redemption of such Bond on said redemption date, such notice to
be given in accordance with the provisions of Section 3.03 hereof, (ii) there shall have been
deposited with the Trustee either moneys in an amount which shall be sufficient, or obligations
of or guaranteed as to principal and interest by the United States of America, or certificates of an
ownership interest in the principal of or interest on obligations of or guaranteed as to principal
and interest by the United States of America, which shall not contain provisions permitting the
redemption thereof at the option of the issuer, the principal of, premium, if any, and the interest
on which when due, and without any reinvestment thereof, will provide moneys which, together
with the moneys, if any, deposited with or held by the Trustee or any Co-Paying Agent at the
same time, shall be sufficient to pay when due the principal of and interest due and to become
due on such Bond on and prior to the redemption date or maturity date thereof, as the case may
be, and (iii) in the event such Bond does not mature or is not by its terms subject to redemption
within the next succeeding 60 days, Basin Electric and the County shall have given the Trustee
in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same
manner as a notice of redemption is given pursuant to Section 3.03 hereof, a notice to the
Owners of such Bond that the deposit required by (ii) above has been made with the Trustee and
that said Bond is deemed to have been paid in accordance with this Section 7.01 and stating such
maturity or redemption date upon which moneys are to be available for the payment of the
principal of and interest on such Bond. Neither the obligations nor moneys deposited with the
Trustee pursuant to this Section 7.01 nor principal or interest payments on any such obligations
shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment
of the principal of, premium, if any, and interest on such Bond; provided that any cash received
from such principal or interest payments on such obligations deposited with the Trustee, (x) to
the extent such cash will not be required at any time for such purpose, shall be paid over to Basin
Electric as received by the Trustee, free and clear of any trust, lien or pledge, and (y) to the
extent such cash will be required for such purpose at a later date, shall, to the extent practicable,
be reinvested in obligations or certificates of the type described in clause (ii) of this
subsection (b) maturing at times and in amounts sufficient to pay when due the principal of and
interest to become due on such Bond on and prior to such redemption date or maturity date
thereof, as the case may be, and interest earned from such reinvestments shall be paid over to
Basin Electric, as received by the Trustee, free and clear of any trust, lien or pledge.

(c) Any release of the obligations of the County under this Section 8.01 shall
be without prejudice to the right of the Trustee to be paid reasonable compensation for all
services rendered by it hereunder and all its reasonable expenses, charges and other
disbursements and those of its attorneys, agents and employees, incurred on and about the
administration of the trusts hereby created and the performance of its powers and duties
hereunder.
ARTICLE VIII

DEFAULTS AND REMEDIES

SECTION 8.01 “Events Of Default” Enumerated; Acceleration. Each of the following events shall constitute and is referred to in this Indenture as an “Event of Default”:

(a) a failure by the County to pay within one day of when due the principal of the Bonds on the stated Maturity Date thereof or interest on any of the Bonds with the result that such principal or interest remains unpaid as of such date; or

(b) an “event of default” as defined in Section 9.1(a) of the Financing Agreement shall have occurred and be continuing; or

(c) acceleration of payment of any Obligation (as defined in the Basin Electric Indenture) secured by the Basin Electric Indenture pursuant to an “event of default” as such term is defined in Section 8.1 of Article VIII of the Basin Electric Indenture; or

(d) Basin Electric shall file a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, or proceedings instituted by others for its reorganization are not dismissed within thirty (30) days after the institution thereof, or a receiver or liquidator of Basin Electric or of any substantial portion of its property is appointed and the order appointing such receiver or liquidator shall not be vacated within thirty (30) days after the entry thereof.

Upon the occurrence and continuance of an Event of Default described in clause (c) of this Section 8.01, the Trustee shall, and upon the occurrence and continuance of any other Event of Default, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, the Trustee shall, declare the principal amount of all Bonds then Outstanding and the interest accrued thereon to be immediately due and payable and said principal and interest shall thereupon become immediately due and payable, and the Trustee shall give notice thereof in writing to the County and Basin Electric, and notice to Bondowners in the same manner as a notice of redemption under Section 3.03 hereof. Upon any declaration of acceleration hereunder, the County and the Trustee shall immediately declare all payments due on the Note to be immediately due and payable as provided in Section 8.2 of the Financing Agreement.

If at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with interest on such overdue installments of principal and interest to the extent permitted by law and the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums then payable by the County under this Indenture (except the principal of and interest accrued since the next preceding Interest Payment Date on the Bonds due and payable solely by virtue of such declaration) shall either be paid by or for the account of the County or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Bonds or under this Indenture (other than the payment of principal and interest due and payable solely by reason of
such declaration) shall be made good or be secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the Owners of 50% in aggregate principal amount of the Bonds Outstanding, by written notice to the County and to the Trustee, may rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of the maturity of the Note and the interest thereon as provided in Section 9.5 of the Financing Agreement.

As set forth in Section 9.7 of the Financing Agreement, if at any time following a declaration of acceleration pursuant to an Event of Default under Section 8.01(c) hereof, and prior to payment of the Bonds pursuant to such acceleration, the Trustee shall receive notice that the acceleration of the Obligations under the Basin Electric Indenture has been rescinded, then the Trustee shall rescind any declaration of acceleration of the maturity of principal of and interest on the Bonds. In the event of such rescission of a declaration of acceleration of the Bonds, the Trustee shall also rescind any declaration of acceleration of the maturity of the Note.

In case of any rescission, then and in every such case the County, the Trustee and the Bondowners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereto, nor shall such rescission extend to any instance in which the holder of any obligation under the Basin Electric Indenture other than the Note has subsequent to a request for rescission declared all unpaid principal of and accrued interest on such other obligation to be due and payable immediately.

SECTION 8.02 Exercise Of Remedies By Trustee. Upon the happening of any Event of Default or upon the failure by the County to observe and perform any covenant, condition, agreement or provision contained in the Bonds or this Indenture, then and in every such case the Trustee in its discretion may, and upon the written request of the Bondowners of not less than 25% in principal amount of the Bonds then Outstanding and receipt of indemnity to its satisfaction, shall, in its own name and as the Trustee of an express trust:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondowners, and require the County or Basin Electric to carry out any agreements with or for the benefit of the Bondowners and to perform its or their duties under the Act, the Financing Agreement, the Note and this Indenture;

(ii) bring suit upon the Bonds;

(iii) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Bondowners; or

(iv) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondowners.

SECTION 8.03 Restoration To Former Position. In case any proceeding taken by the Trustee to enforce any right under this Indenture shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every case the County, the Trustee and the Bondowners shall be restored to their former positions and rights
hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

SECTION 8.04 Bondowner Direction Of Remedial Proceedings. Anything in this Indenture to the contrary notwithstanding, the Bondowners of a majority in principal amount of the Bonds then Outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture.

SECTION 8.05 Limitations On Proceedings By Bondowners. No Bondowner shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Bonds, unless such Bondowner previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless the Bondowners of not less than 25% in principal amount of the Bonds then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding; it being understood and intended that no one or more of the Bondowners shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Bonds, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Bondowners.

SECTION 8.06 No Impairment Of Certain Rights Of Bondowners. Notwithstanding any other provision in this Indenture, the right of any Bondowner to receive payment of the principal of and interest on any Bond on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective date, shall not be impaired or affected without the consent of such Bondowner.

SECTION 8.07 Trustee May Act Without Possession Of Bonds. All rights of action under this Indenture or under any of the Bonds secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Bonds, or the production thereof on the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Bondowners, subject to the provisions of this Indenture.

SECTION 8.08 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to Bondowners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.
SECTION 8.09  No Waiver Of Remedies. No delay or omission of the Trustee or of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article to the Trustee and to the Bondowners may be exercised from time to time and as often as may be deemed expedient.

SECTION 8.10 Application Of Moneys Recovered. Any moneys received by the Trustee, by any receiver or by any Bondowner pursuant to any right given or action taken under the provisions by this Article VIII, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, shall be deposited in the Bond Fund and all moneys so deposited in the Bond Fund during the continuance of an Event of Default (other than moneys for the payment of Bonds that have matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(i) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, with interest on overdue installments, if lawful, at the same rate or rates per annum as specified in the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment with such interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal of the Bonds which shall have become due at maturity (other than Bonds called for redemption for the payment of which money is held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds at their respective rates from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest on overdue interest and principal, as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(iii) If the principal of all the Bonds shall have become due and payable, and if such event shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of paragraph (ii) of this Section 8.10 which shall be applicable in the event that the principal of all the Bonds shall later become due and payable, the moneys shall be applied in accordance with the provisions of paragraph (i) of this Section 8.10.
Whenever moneys are to be applied pursuant to the provisions of this Section 8.10, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal, premium and interest to be paid on such dates shall cease to accrue. The Trustee shall give such notice by mailing as it may deem appropriate of the deposit with it of any such moneys and of the filing of any such date to any Bondowner until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

SECTION 8.11 Severability Of Remedies. It is the purpose and intention of this Article to provide rights and remedies to the Trustee and Bondowners which may be lawfully granted under the provisions of the Act, but should any right or remedy herein granted be held to be unlawful, the Trustee and the Bondowners shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

ARTICLE IX

TRUSTEE AND CO-PAYING AGENTS

SECTION 9.01 Acceptance Of Trusts By Trustee. By executing the certificate of authentication endorsed upon the Bonds, the Trustee shall signify its acceptance and agree to execute the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the County agrees and the respective Bondowners agree by their acceptance of delivery of any of the Bonds. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture.

SECTION 9.02 Trustee Not Responsible For Recitals, Statements And Representations In Indenture. The recitals, statements and representations contained in this Indenture or in the Bonds, other than the Trustee’s authentication upon the Bonds, shall be taken and construed as made by and on the part of the County, and not by the Trustee and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

SECTION 9.03 Trustee Not Liable Except For Own Negligence Or Bad Faith. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or employee selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatever in connection with the trust except only for its own negligence or bad faith.

SECTION 9.04 Compensation And Reimbursement Of Trustee. The Trustee shall be entitled to reasonable compensation for its services rendered hereunder and to reimbursement
for its actual out-of-pocket expenses (including counsel fees) necessarily incurred in connection therewith except as a result of its negligence or bad faith. In the Financing Agreement, Basin Electric has agreed that it will pay to the Trustee such compensation and reimbursement but Basin Electric may, without creating a default hereunder, contest in good faith the necessity for and reasonableness of any such fees or expenses.

SECTION 9.05 Limitations On Required Notice By Trustee. The Trustee shall not be required to take notice, or be deemed to have notice, of any Event of Default under subsection (c) of Section 8.01 hereof, unless specifically notified in writing of such Event of Default by the Bondowners of at least 25% in principal amount of the Bonds then Outstanding. The Trustee shall be required to take notice, or be deemed to have notice, of any Event of Default under subsections (a) of Section 8.01 hereof. The Trustee may, however, at any time, in its discretion, require of the County full information and advice as to the performance of any of the covenants, conditions and agreements contained herein.

In the event the Trustee does not timely receive any payment on the Note in accordance with Section 5.1 of the Financing Agreement, the Trustee shall immediately give telephonic or electronic notice thereof to Basin Electric, but the Trustee shall incur no liability for failure to give such notice and such failure shall have no effect on the rights of the Trustee or the Bondowners set forth in this Indenture or any Bond.

SECTION 9.06 Limitations On Obligations Of Trustee. The Trustee shall be under no obligation to take any action in respect of any default, Event of Default or otherwise, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested so to do by Owners of at least 25% in principal amount of the Bonds then Outstanding, and if in its opinion such action may tend to involve it in expense or liability, unless furnished, from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provisions are intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default without such notice or request from the Bondowners, or without such security or indemnity.

SECTION 9.07 Trustee Protected In Relying Upon Communications And Actions Believed Genuine. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture or the Financing Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as a Bondowner or to take any action at its request unless such person’s Bond shall be deposited with the Trustee or satisfactory evidence of the ownership of such Bond shall be furnished to the Trustee.
SECTION 9.08 Trustee May Deal In Bonds And With County And Basin Electric. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondowner may be entitled to take with like effect as if the Trustee were not a party to this Indenture. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the County or Basin Electric, and may act as depository, trustee or agent for any committee or body of Bondowners secured hereby or other options of the County as freely as if it were not Trustee hereunder.

SECTION 9.09 Construction Of Indenture By Trustee. The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Bondowners.

SECTION 9.10 Resignation Of Trustee. No resignation of the Trustee will be effective until the appointment of, and acceptance of such appointment by, a successor Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture at any time by executing any instrument in writing resigning such trust, and filing the same with the Clerk of the County, and by giving notice of such resignation mailed by first class mail, postage prepaid, to Basin Electric and the Bondowners at their addresses as they appear on the registration books of the County maintained by the Registrar. If an instrument of acceptance by a successor Trustee is not delivered to the resigning Trustee with 45 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

SECTION 9.11 Removal Of Trustee By Bondowners. The Trustee may be removed at any time by filing with the Trustee so removed, with the County and with Basin Electric an instrument in writing, appointing a successor, executed by the Bondowners of not less than a majority in principal amount of the Bonds then Outstanding.

SECTION 9.12 Appointment Of Successor Trustee. In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then or may be appointed, by filing with the County and Basin Electric an instrument in writing, executed by the Bondowners of not less than a majority in principal amount of Bonds then outstanding. Copies of such instrument shall be promptly delivered by the County to the predecessor Trustee and to the Trustee so appointed.

Until a successor Trustee shall be appointed by the Bondowners as herein authorized, Basin Electric may appoint a successor Trustee. After any appointment by Basin Electric, it shall cause notice of such appointment to be mailed by first class mail, postage paid, to the County and the Bondowners at their addresses as they appear on the registration books of the County maintained by the Registrar. Any successor Trustee so appointed by Basin Electric shall immediately and without further act be superseded by a Trustee appointed by the Bondowners in the manner above provided.

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SECTION 9.13  

Qualifications Of Successor Trustee. Every successor Trustee shall be a bank or trust company or a national bank with trust powers, having a combined capital stock, undivided profits and surplus of at least $75,000,000 if there be such a trust company, bank and trust company or national bank willing and able to accept the trust on reasonable and customary terms.

SECTION 9.14  

Acceptance Of Trusts By Successor Trustee. Any successor appointed hereunder shall execute, acknowledge and deliver to the County an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the County shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and such predecessor Trustee shall pay over to the successor Trustee all moneys and other assets at the time held by it hereunder.

SECTION 9.15  

Successor Trustee Upon Merger Or Consolidation. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 9.16  

Standard Of Care In Exercise Of Rights And Power. Notwithstanding any other provisions of this Article IX, the Trustee shall, during the existence of an Event of Default as to which the Trustee has notice, exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in their exercise as a prudent man would use and exercise under the circumstances in the conduct of his own affairs.

SECTION 9.17  

Trustee To Notify Registered Owners Of Event Of Default. If an Event of Default occurs of which the Trustee by Section 9.05 hereof is required to take notice and deemed to have notice, or any other Event of Default as so defined occurs of which the Trustee has been specifically notified in accordance with Section 9.05 hereof, and any such Event of Default shall continue for at least two days after the Trustee acquires actual notice thereof, the Trustee shall give written notice thereof by first-class mail to the last known Owners of all registered Bonds then Outstanding addressed to such Owners at their addresses appearing on the registration books of the County maintained by the Registrar.

SECTION 9.18  

Intervention By Trustee In Certain Litigation. In any judicial proceeding to which the County is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Bondowners, the Trustee may intervene on behalf of the Bondowners and shall, upon receipt of indemnity satisfactory to it, do so if requested in writing by the Owners of at least 25% in principal amount of Bonds then Outstanding if permitted by the court having jurisdiction in the premises.
SECTION 9.19  Trustee; The Paying Agent; Co-Paying Agents. The Trustee shall be the Paying Agent for the Bonds. The County may at any time or from time to time, with the approval of Basin Electric, appoint one or more Co-Paying Agents for the Bonds, in the manner and subject to the conditions set forth in Section 10.20 hereof for the appointment of a Co-Paying Agent. Each Co-Paying Agent shall designate to the Trustee its Principal Office and signify its acceptance of the duties and obligations imposed upon it by written instrument of acceptance deposited with the County and the Trustee under which such Co-Paying Agent will agree with the Trustee that such Co-Paying Agent will:

(i) hold all sums held by it for the payment of the principal of and premium, if any, or interest on Bonds in trust for the benefit of the Bondowners until such sums shall be paid to such Bondowners or otherwise disposed of as herein provided; and

(ii) upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Co-Paying Agent.

The County hereby covenants and agrees to cooperate with the Trustee to cause the necessary arrangements to be made through the Trustee and to be thereafter continued whereby funds derived from the sources specified in Section 4.03 hereof will be made available for the payment of such of the Bonds as are presented when due at the appropriate offices of the Co-Paying Agents.

SECTION 9.20  Qualifications Of Co-Paying Agent; Resignation; Removal. Any Co-Paying Agent appointed by the County, with the approval of Basin Electric, shall be a bank or trust company duly organized under the laws of the United States of America or any state or territory thereof, having a combined capital stock, surplus and undivided profits of at least $75,000,000 and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture. Any Co-Paying Agent may at any time resign and be discharged of the duties and obligations created by Indenture by giving at least sixty (60) days written notice to the County, Basin Electric and the Trustee. Any Co-Paying Agent may be removed at any time with the consent of Basin Electric by an instrument filed with such Co-Paying Agent and the Trustee and signed by the County. In the event of the resignation or removal of any Co-Paying Agent, such Co-Paying Agent shall pay over, assign and deliver any moneys held by it as Co-Paying Agent to its successor, or if there be no successor, to the Trustee.

ARTICLE X

EXECUTION OF INSTRUMENTS BY BONDOWNERS
AND PROOF OF OWNERSHIP OF BONDS

SECTION 10.01 Execution Of Instruments By Bondowners And Proof Of Ownership Of Bonds.

(a) Any request, direction, consent or other instrument in writing whether or not required or permitted by this Indenture to be signed or executed by Bondowners, may be in any number of concurrent instruments of similar tenor and may be signed or executed by such
Bondowners in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if the fact and date of the execution by any person of any such in instrument shall be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution. Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of matters herein stated which to it may seem sufficient.

(b) The ownership of Bonds, the amount, number and other identification thereof and the date of ownership shall be proved by the registration books of the County maintained by the Trustee.

(c) Any request or consent of any Bondowner shall bind every future Owner of the same Bond or any Bond or Bonds issued in lieu thereof in respect of anything done by the Trustee or the County in pursuance of such request or consent.

ARTICLE XI

MODIFICATION OF THIS INDENTURE, THE FINANCING AGREEMENT, THE BASIN ELECTRIC INDENTURE AND THE NOTE

SECTION 11.01 No Modification Except Pursuant To Article XI. Neither this Indenture, the Financing Agreement, nor the Note shall be modified or amended in any respect subsequent to the first issuance of the Bonds except as provided in and in accordance with and subject to the provisions of this Article.

SECTION 11.02 Supplemental Indenture Without Bondowner Consent.

(a) The County and the Trustee may, from time to time and at any time, without the consent of or notice to Bondowners, enter into Supplemental Indentures as follows:

(i) To specify and determine any matters and things relative to the Bonds which are not contrary to or inconsistent with this Indenture and which shall not adversely affect the interests of the Bondowners; or

(ii) To cure any ambiguity, or to cure, correct or supplement any defect, omission or inconsistent provisions contained in this Indenture, the Financing Agreement, the Basin Electric Indenture or the Note or to make any provisions with respect to matters arising under this Indenture or for any other purpose if such provisions are necessary or desirable and if such action does not in the sole opinion of the Trustee adversely affect the interests of the Bondowners; or

(iii) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers, authority or security which may lawfully be
granted or conferred and which are not contrary to or inconsistent with this Indenture as theretofore in effect; or

(iv) To add to the covenants and agreements of the County in this Indenture, other covenants and agreements to be observed by the County which are not contrary to or inconsistent with this Indenture as theretofore in effect; or

(v) To add to the limitations and restrictions in this Indenture, other limitations and restrictions to be observed by the County which are not contrary to or inconsistent with this Indenture as theretofore in effect; or

(vi) To confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, of the Receipts and Revenues of the County from the Financing Agreement or of any other moneys, securities or funds; or

(vii) To comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended; or

(viii) To subject to this Indenture additional revenues; or

(ix) To make any other changes which do not in the sole opinion of the Trustee materially adversely affect the interests of the Bondowners.

The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment the interests of any Bondowners would be adversely affected by any modification or amendment of this Indenture and any such determination shall be binding and conclusive on the County, Basin Electric and all Bondowners, and the Trustee shall have no liability as a result of any such determination made in good faith. The interests of a Bondowner shall be deemed to be adversely affected by any modification or amendment of this Indenture if such modification or amendment adversely affects or diminishes the rights of such Bondowner.

(b) Before the County shall enter into any Supplemental Indenture pursuant to this Section 12.02 there shall have been filed with the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture and complies with its terms, and that it will be valid and binding upon the County in accordance with its terms; provided, however, that such opinion may take exception for limitations imposed by or resulting from bankruptcy, insolvency, moratorium, reorganization or other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights or contractual obligations generally.

SECTION 11.03 Supplemental Indentures With Bondowner Consent.

(a) Except for any Supplemental Indenture entered into pursuant to Section 12.02 hereof, subject to the terms and provisions contained in this Section 11.03 and not otherwise, (i) the Bondowners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, and (ii) in case of a change in the terms of any sinking fund installment (except as provided in clause (A) of the proviso of this Section 11.03(a)
below), the Bondowners of not less than a majority in aggregate principal amount of each maturity of Bonds so affected and Outstanding shall have the right, from time to time, to consent to and approve the execution by the County and the Trustee of any Supplemental Indenture as shall be deemed necessary or desirable by the County for the purposes of modifying, altering, amending, supplementing or rescinding in any particular, any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the Bondowners of all affected Bonds then Outstanding, nothing herein contained shall permit, or be construed as permitting, (A) a change in the times, amounts or currency of payment of the principal of and interest on any Outstanding Bond, or a reduction in the principal amount or redemption price of any Outstanding Bond or the rate of interest thereon or in any maturity with respect thereto or any sinking fund payment with respect to any Bond, or (B) the creation of a claim or lien upon, or a pledge of, the Receipts and Revenues of the County from the Financing Agreement ranking prior to or on a parity with the claim, lien or pledge created by this Indenture, or (C) a preference or priority of any Bonds over any other Bonds, or (D) a reduction in the aggregate principal amount of Bonds the consent of the Bondowners of which is required for any such Supplemental Indenture.

(b) If at any time the County shall determine to enter into any Supplemental Indenture for any of the purposes of this Section 11.03, it shall cause notice of the proposed Supplemental Indenture to be mailed, postage prepaid, to all Owners of the Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the Principal Office of the Trustee for inspection by all Bondowners.

(c) Within one year after the date of such notice, the County may enter into such Supplemental Indenture in substantially the form described in such notice only if there shall have first been filed with the Trustee (i) the written consents of Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding or, if required hereunder, all Bondowners and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture and complies with its terms, and that upon execution and delivery it will be valid and binding upon the County in accordance with its terms; provided, however, that such opinion may take exception for limitations imposed by or resulting from bankruptcy, insolvency, moratorium, reorganization or other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights or contractual obligations generally.

(d) If the Bondowners of not less than the percentage of Bonds required by this Section 11.03 shall have consented to and approved the execution thereof as herein provided, no Bondowner shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution and delivery thereof, or to enjoin or restrain the County from executing and delivering the same or from taking any action pursuant to the provisions thereof.

SECTION 11.04 Effect Of Supplemental Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Article, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the County, the Trustee and all Owners of Bonds
then Outstanding shall thereafter be determined, exercised, and enforced under this Indenture subject in all respects to such modifications and amendments.

SECTION 11.05 When Basin Electric Consent Required. Anything herein to the contrary notwithstanding, any Supplemental Indenture under this Article which affects any rights, powers and authority of Basin Electric under this Indenture or the Financing Agreement or the Note or requires a revision of the Financing Agreement, the Note or the Basin Electric Indenture shall not become effective unless and until Basin Electric shall have consented to such Supplemental Indenture.

SECTION 11.06 Amendment Of Financing Agreement Or The Note without Bondowner Consent. Without the consent of or notice to the Bondowners, the County and the Trustee may consent to any amendment, change or modification of the Financing Agreement or the Note as may be required (i) by the provisions of the Financing Agreement, the Note and this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) to conform to any modifications to or alterations permitted by the Basin Electric Indenture or this Indenture, if such provisions are necessary or desirable and do not in the sole opinion of the Trustee materially adversely affect the interests of the Bondowners, or (iv) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee, or materially adverse to the interests of the Bondowners. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment the interests of the Owners of the Bonds would be adversely affected by any such modification or amendment, and any such determination by the Trustee shall be binding and conclusive on the County, Basin Electric and all Bondowners; and the Trustee shall have no liability as a result of any such determination made in good faith.

SECTION 11.07 Other Amendments Of Financing Agreement. Except in the case of amendments, changes or modifications referred to in Section 11.06 hereof, the County and the Trustee shall not consent to any amendment, change or modification of the Financing Agreement, without first giving notice and receipt of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding given and procured as in Section 11.03 hereof provided. If at any time the County or Basin Electric shall request the consent of the Trustee to any such proposed amendment, change or modification of the Financing Agreement, the Trustee shall cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.03 hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by all Bondowners.

SECTION 11.08 Amendments To Basin Electric Indenture. The Trustee shall not exercise any of the rights of a holder of the Note under the Basin Electric Indenture to permit any amendment, modification, supplement or consolidation of the Basin Electric Indenture or said Note, whereby any such amendment, modification, supplement or consolidation results in changing the times, amounts or currency of payment of the payments due, on the Note, without the prior consent of the Bondowners adversely affected thereby. The Trustee may otherwise consent to the amendment or modification of the Basin Electric Indenture or exercise any other
rights thereunder of a holder of the Note either (i) without notice to or consent of any Bondowner if the Trustee, in its sole discretion, deems the effects of such exercise, taken as a whole, to be not materially adverse to the interests of the Bondowners or (ii) in any event, upon notice by the Trustee to the Bondowners of the action proposed to be taken and the consent thereto of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding; provided, however, that no such notice to or consent of the Bondowners shall be required in connection with any supplemental Indenture or other instrument as may be required by the provisions of the Basin Electric Indenture. The Trustee hereby agrees to execute and deliver all such further instruments as may be required by the provisions of the Basin Electric Indenture. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment the interests of the Owners of the Bonds would be adversely affected by any such modification or amendment, and any such determination by the Trustee shall be binding and conclusive on the County, Basin Electric and all Bondowners; and the Trustee shall have no liability as a result of any such determination made in good faith.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01 Indenture To Bind and Inure To Benefit Of Successors To County. In the event of the termination of the existence of the County, all the covenants, stipulations, promises and agreements contained in this Indenture, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 12.02 Indenture To Benefit Only County, Trustee And Bondowners. Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the County, the Trustee and the Bondowners, any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the County, the Trustee and the Bondowners.

SECTION 12.03 Severability. In case any one or more of the provisions of this Indenture or of the Financing Agreement or of the Bonds issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or of the Financing Agreement or of said Bonds and this Indenture and the Financing Agreement and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 12.04 No Personal Liability Of County Officials Under Indenture. No covenant or agreement contained in the Bonds or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent, or employee of the County in its individual capacity, and neither the members of the Board of County Commissioners of the County nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.
SECTION 12.05 *Bonds Owned By County Or Basin Electric Disregarded For Certain Purposes.* In determining whether the Bondowners of the requisite aggregate principal amount of Bonds have concurred in any direction, consent or waiver under this Indenture, Bonds which are owned by the County or Basin Electric or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with Basin Electric shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, consent or waiver, only Bonds which the Trustee knows are so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee’s right so to act with respect to such Bonds and that the pledgee is not the County or Basin Electric or any person directly or indirectly controlling or controlled by or under direct or indirect common control with Basin Electric. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

SECTION 12.06 *Counterparts.* This Indenture may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION 12.07 *Wyoming Law to Govern.* THE LAWS OF THE STATE OF WYOMING SHALL GOVERN THE CONSTRUCTION OF THIS INDENTURE AND OF ALL BONDS, WITHOUT REFERENCE TO THE CHOICE OF LAW PROVISIONS OF WYOMING LAW.

SECTION 12.08 *Notices.* Except as otherwise provided in this Indenture, all notices, certificates, requests or other communications by the County, the Trustee or Basin Electric pursuant to this Indenture shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: If to the County, to: Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716, Attention: Administrative Director of the Board of County Commissioners; if to Basin Electric, to: Basin Electric Power Cooperative, Attention: Chief Executive Officer and General Manager, 1717 East Interstate Avenue, Bismarck, North Dakota 58503; if to the Trustee, to: U.S. Bank National Association, Corporate Trust Services, Mail Stop EP-MN-WS3C, 60 Livingston Avenue, St. Paul, Minnesota 55107, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate, request or other communication given hereunder by the County or the Trustee shall also be given to Basin Electric. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

SECTION 12.09 *Holidays.* If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall be a legal holiday or a day on which banking institutions in the city in which is located the Principal Office of the Trustee are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

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SECTION 12.10  U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

SECTION 12.11 Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

ARTICLE XIII
FORMS OF BONDS AND TRUSTEE’S CERTIFICATE
OF AUTHENTICATION

Subject to the provisions of this Indenture, the Bonds and the certificate of authentication to be executed thereon by the Trustee are to be in substantially the following forms, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

(Form of Legends for All Bonds)

THIS BOND IS NOT A GENERAL OBLIGATION OF THE COUNTY AND DOES NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

[U]ntil such time as the Bonds are no longer restricted to being registered in the registration books kept by the Registrar in the name of a Securities Depository, each Bond shall contain or have endorsed thereon the following legends:]

AS PROVIDED IN THE INDENTURE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK, TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE INDENTURE (“DTC”), AND NOTWITHSTANDING ANY OTHER PROVISION OF THE INDENTURE TO THE CONTRARY, (A) THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO A NOMINEE OF DTC, OR BY A NOMINEE OF DTC TO DTC OR NOMINEE THEREOF AND (B) A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE TRUSTEE. DTC OR A NOMINEE, TRANSFEE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREOF AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT NOT THERETOFORE PAID AS DETERMINED IN THE MANNER PROVIDED IN THE INDENTURE.
UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT FOR PAYMENT OF PRINCIPAL OR REDEMPTION PRICE, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC OR ITS NOMINEE OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, CEDE & CO., AS NOMINEE OF DTC, HAS AN INTEREST HEREIN.

[FORM OF BOND]

No. R-

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CAMPBELL COUNTY, WYOMING
SOLID WASTE FACILITIES REVENUE BONDS
(BASIN ELECTRIC POWER COOPERATIVE - DRY FORK STATION AND
FACILITIES)
2019 SERIES A

REGISTERED OWNER:
PRINCIPAL AMOUNT:
BOND DATE:
CUSIP:  

DOLLARS

Campbell County, Wyoming, a political subdivision and body politic and corporate, existing under the Constitution and laws of the State of Wyoming, United States of America (the “County”), for value received hereby promises to pay (but only out of the “Receipts and Revenues of the County from the Financing Agreement” as herein defined and out of the other security pledged therefor) to the registered owner named above or registered assigns, on July 15, 2039 upon the presentation and surrender hereof, the principal sum set forth above and to pay (but only out of the Receipts and Revenues of the County from the Financing Agreement and out of the other security pledged therefor) interest on said principal sum from the date hereof until payment of said principal sum has been made or duly provided for, at the rate of [______]% per annum (computed on the basis of a 360-day year consisting of twelve 30-day months), semiannually on January 15 and July 15 each year, commencing on January 15, 2020. The principal of and interest on this Bond are payable at the principal corporate trust office of U.S. Bank National Association (the “Trustee”), or of its successor as Trustee, or, at the option of the owner of this Bond, at the principal office of any co-paying agent appointed in accordance with the Indenture (as hereinafter defined); provided, however, that, subject to the next succeeding paragraph, interest may be payable, at the option of the Trustee, by check or draft drawn upon the Trustee and mailed to the registered address of the registered owner of this Bond as of the close of business on the fifteenth (15th) day prior to the applicable interest payment date, or, at the written request of the registered owner of Bonds (as defined herein) in an aggregate principal amount greater than or equal to $1,000,000 delivered to the Trustee on or prior to such fifteenth
(15th) day prior to such payment date, by wire transfer per the instructions of such registered owner as set forth in such request. Payment of the principal of and interest on this Bond shall be in any coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts.

Notwithstanding any other provision of this Bond to the contrary, so long as this Bond shall be restricted to being registered on the registration on books of the County kept by the Registrar in the name of the Securities Depository (as defined in the hereinafter defined Indenture) for this Bond, the provisions of the Indenture governing Book Entry Bonds (as defined in the Indenture) shall govern the manner of payment of the principal of and interest on this Bond.

This Bond is one of a duly authorized series of the County’s revenue bonds designated as “Solid Waste Facilities Revenue Bonds, 2019 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities)” (the “Bonds”) aggregating in outstanding principal amount upon original issuance of $150,000,000 issued or to be issued under and pursuant to the Constitution and laws of the State of Wyoming, particularly the Wyoming Industrial Development Projects Act, Wyoming Statutes Annotated, Sections 15-1-701, et seq., as amended (the “Act”), and the Trust Indenture, dated as of April 15, 2019 (the “Indenture”; capitalized terms used herein and not otherwise defined herein are as defined in the Indenture) between the County and U.S. Bank National Association, St. Paul, Minnesota, as Trustee, for the purpose of defraying the costs of acquisition, construction and installation of certain solid waste disposal and sewage facilities at the Dry Fork Station, a coal-fired steam electric generating plant located in Campbell County, Wyoming, operated by Basin Electric Power Cooperative, an electric cooperative corporation existing under the laws of the State of North Dakota (“Basin Electric”).

The Bonds are equally and ratably secured, to the extent provided in the Indenture, by the pledge thereunder of the “Receipts and Revenues of the County from the Financing Agreement,” which term is used herein as defined in the Indenture and which as therein defined means all payments to the County by Basin Electric under the Loan Agreement, dated as of April 15, 2019, between the County and Basin Electric (the “Financing Agreement”) and the corresponding note (the “Note”) of Basin Electric delivered pursuant to the Financing Agreement to the County, and all receipts of the Trustee credited by the provisions of the Indenture against such payments and by the other security pledged therefor under the Indenture. The County has also pledged and assigned to the Trustee as security for the Bonds other rights and interests of the County under the Financing Agreement. The Note is secured, on a parity basis with certain outstanding indebtedness of Basin Electric, by assets of Basin Electric under the Amended and Restated Indenture, dated as of May 5, 2015, between Basin Electric and U.S. Bank National Association, as trustee, as supplemented and amended.

As more fully provided in the Indenture, this Bond does not constitute an obligation to which the full faith and credit of the County is pledged but is a limited obligation of the County, which is obligated to pay the principal of and interest on this Bond only out of the Receipts and Revenues of the County from the Financing Agreement and the other security pledged therefor under the Indenture. No holder of this Bond shall ever have the right to compel any exercise of the taxing power of the County to pay this Bond or interest thereon, nor to enforce payment thereon against any property of the County. This Bond shall not constitute a charge, lien or

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encumbrance, legal or equitable, upon any property of the County. This Bond, including interest hereon, is payable solely from the revenue pledged to the payment hereof, as authorized in the Act, and does not constitute a debt of the County within the meaning of any constitutional or statutory limitation.

Reference is hereby made to the Indenture and the Financing Agreement, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the County, Basin Electric, the Trustee and the owner of this Bond, the terms upon which this Bond is issued and secured, and the modification or amendment of the Indenture or the Financing Agreement, to all of which the registered owner of this Bond assents by the acceptance of this Bond.

This Bond is transferable, as provided in the Indenture, only upon the registration books of the County maintained by the Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its duly authorized attorney. The Registrar shall not be obliged to make any exchange or transfer of this Bond during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, next preceding the date of the mailing of the notice of such redemption. The Registrar shall not be required to make any exchange or transfer of this Bond if it has been called for redemption.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of $5,000 each or integral multiples thereof. Upon payment of any required tax or other governments charge and subject to such conditions, Bonds, upon the surrender thereof at the principal office of the Registrar, with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its duly authorized attorney, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same interest rate and in any other authorized denominations.

The Bonds are subject to redemption in whole or in part (and if less than all of the Bonds are to be redeemed, by lot in such manner as shall be determined by the Trustee) prior to maturity at any time on or after [July 15, 2029] by the County, upon the exercise by Basin Electric of its option to prepay all or a part of the unpaid balance of the Note, at a redemption price of 100 percent of the principal amount thereof, together with interest accrued thereon to the date fixed for redemption.

In the manner and with the effect provided in the Indenture, upon any prepayment of the Note by Basin Electric under the provisions of Article X of the Financing Agreement, the Bonds shall be redeemed out of the amounts received in prepayment of the Note, prior to maturity as a whole, or in part, at any time at the principal amount thereof plus accrued interest to the redemption date.

In the event any Bonds are called for redemption, the Trustee shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption
will be payable, which shall be the principal corporate trust office of the Trustee as paying agent for the Bonds, and the principal office of any co-paying agent for such Bonds, and, if less than all of the Bonds are to be redeemed, the numbers of such Bonds to be redeemed. Such notice shall be given by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the owners of the Bonds to be redeemed at the addresses shown on the registration books of the County maintained by the Trustee, as Registrar; provided, however, that failure duly to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of such Bonds. All Bonds so called for redemption shall be deemed not to be outstanding under the provisions of the Indenture from the date upon which there shall have been deposited with the Trustee moneys or obligations as specified by the Indenture sufficient to pay when due the principal of, premium, if any, and interest due and to become due on or prior to the redemption date. All Bonds so deemed to be not outstanding will cease to bear interest on the specified redemption date. On presentation and surrender of Bonds so called for redemption at the place or places of payment, such Bonds shall be paid and redeemed.

The Bonds may be redeemed by the County only at the direction of Basin Electric. Basin Electric may elect to exercise such direction on a conditional and revocable basis, or on an unconditional and irrevocable basis. If the direction and call for redemption is on a conditional and revocable basis, then Basin Electric is under no obligation to provide the funds necessary to effect such redemption and, if it elects not to do so, then the Bonds called for redemption will not be redeemed, and neither Basin Electric nor the County shall be liable to any Bondowner for this failure to redeem, all as provided for in the Indenture.

Pursuant to the Financing Agreement, payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid to the Trustee for the account of the County and deposited in a special account created by the County and have been pledged for that purpose.

The registered owner of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

All acts, conditions and things required by the Constitution and statutes of the State of Wyoming, the governing rules and procedures of the County and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed.

No covenant or agreement contained in this Bond or the Indenture shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the members of the Board of County Commissioners of the County nor any official executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.
This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.
IN WITNESS WHEREOF, Campbell County, Wyoming, has caused this Bond to be executed by the Chairman of the Board of County Commissioners of the County by his signature, and has caused the corporate seal of the County to be affixed, impressed or reproduced hereon and attested by the Clerk of the County with her signature.

CAMPBELL COUNTY, WYOMING

By: ____________________________
Chairman, Board of County Commissioners

[SEAL]

ATTEST:

By: ____________________________
County Clerk

(Form of Trustee’s Certificate of Authentication)

This is to certify that this Bond is one of the Bonds described in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: ____________________________

Authorized Officer

Date of Authentication:

4158-3994-6778.2
IN WITNESS WHEREOF, as of April 15, 2019 Campbell County, Wyoming, has caused these presents to be signed in its name and behalf by the Chairman of the Board of County Commissioners of the County and its official seal to be hereunto affixed and attested by the Clerk of the County, and to evidence its acceptance of the trusts hereby created, U.S. Bank National Association has caused these presents to be signed in its name and on its behalf by one of its Trust Officers, its official seal to be hereunto affixed and the same to be attested by its Secretary or an Assistant Secretary.

[SEAL]

Attest: CAMPBELL COUNTY, WYOMING

By: ___________________________ By: ___________________________
   Susan Saunders           Rusty Bell
   County Clerk, Campbell County  Chairman, Board of County Commissioners

[Signature Page to Indenture]
U.S. BANK NATIONAL ASSOCIATION

By: __________________________________________

Authorized Officer

[Signature Page to Indenture]
STATE OF WYOMING )
       ) SS
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this _____ day of April, 2019, by Rusty Bell, as Chairman of the Board of County Commissioners, and by Susan Saunders, as Clerk of Campbell County, Wyoming.

(SEAL)

__________________________________________
Notary Public for the State of Wyoming

My Commission Expires: ___________
STATE OF )
COUNTY OF ) SS.

The foregoing instrument was acknowledged before me this ___ day of April, 2019, by ___., as __________, and by __________ as Authorized Officer of U.S. Bank National Association.

(SEAL)

Notary Public for the State of __________________________

My Commission Expires: ______________
LOAN AGREEMENT

Between

CAMPBELL COUNTY, WYOMING

and

BASIN ELECTRIC POWER COOPERATIVE

Dated as of April 15, 2019

Relating to

$150,000,000
CAMPBELL COUNTY, WYOMING
Solid Waste Facilities Revenue Bonds, 2019 Series A
(Basin Electric Power Cooperative – Dry Fork Station Facilities)
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LOAN AGREEMENT

This LOAN AGREEMENT (this "Agreement"), dated as of April 15, 2019, between CAMPBELL COUNTY, WYOMING, a political subdivision and body politic and corporate of the State of Wyoming (the "County"), and BASIN ELECTRIC POWER COOPERATIVE, an electric cooperative corporation existing under the laws of the State of North Dakota ("Basin Electric"),

WITNESSETH:

WHEREAS, the County is a political subdivision and body politic and corporate of the State of Wyoming, created and existing pursuant to the Constitution and laws thereof and is authorized and empowered by law, including particularly the provisions of the Wyoming Industrial Development Projects Act (Wyoming Statutes Annotated, Sections 15-1-701, et seq.), as amended (such Act, and collectively with all future acts supplemental thereto or amendatory thereof, the "Act"), in order to facilitate and promote the sound economic growth of the State of Wyoming, to issue revenue bonds and use the funds derived from the sale thereof to defray the cost of acquiring, constructing or improving any project, defined to include any improvement and all necessary and appurtenant real and personal properties in connection therewith; and

WHEREAS, the Act further authorizes the County to enter into an agreement with the user of such a project for the purpose of providing revenues to pay to the County an amount sufficient to pay, when due, the principal, interest and premium, if any, on the revenue bonds and any other expense incurred by the County in connection with the revenue bonds, and to pledge and assign the revenues derived from such payments to a trustee for the benefit of the bondholders; and

WHEREAS, the Act further provides that title to or in the project may at all times remain in the user of the project and, in such case, the bonds shall be secured by a pledge of the agreement of the user to pay principal, interest and premium, if any, on the bonds and any and all other expenses in connection with the bonds, and may be secured by any other agreement or obligation of the user or any other person; and

WHEREAS, Basin Electric is the owner and operator of the Dry Fork Station, a coal-fired steam electric generating plant (the "Station") located within the geographical limits of the County, and pursuant to resolutions adopted by the Board of County Commissioners of the County on June 16, 2009, the County agreed to finance certain solid waste disposal and sewage facilities at or in connection with the Station (the "Facilities"); and

WHEREAS, the County financed the Facilities as an authorized project under the Act and, in connection therewith, the County issued its Solid Waste Facilities Revenue Bonds, 2009 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities) hereinafter referred to
as the "2009 Bonds" pursuant to the Trust Indenture between the County and U.S. Bank National Association, as trustee (the "2009 Trustee") dated as of July 1, 2009 (the "2009 Indenture") authorizing the issuance of the 2009 Bonds and the County lent the proceeds to Basin Electric in order finance the Facilities; and

WHEREAS, Basin Electric has requested and pursuant to resolutions adopted by the Board of County Commissioners of the County on March ____, 2019, the County agreed to issue its revenue bonds under the Act and to lend the proceeds to Basin Electric for the purpose of refinancing the 2009 Bonds; and

WHEREAS, in order to evidence its obligations to make payments hereunder, Basin Electric will issue to the County a note (the "Note") which will be secured under the Basin Electric Indenture described below; and

WHEREAS, the execution and delivery of this Agreement and the Indenture have been in all respects duly and validly authorized by duly adopted and approved resolutions of the Board of County Commissioners of the County;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1. Definitions. In addition to terms otherwise defined in this Agreement, when used in this Agreement, the following capitalized terms shall have, except where the context indicates otherwise, the respective meanings set forth below.

"Act" means the Wyoming Industrial Development Projects Act, Wyoming Statutes Annotated, Sections 15-1-701, et seq., as amended, and all acts supplemental thereto or amendatory thereof.

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County with respect to this Agreement, the Indenture and any transaction or event contemplated by this Agreement or the Indenture, including the compensation and expenses paid to the Trustee.

"Agreement" shall mean this Loan Agreement and any amendments and supplements hereto.

"Basin Electric" shall mean Basin Electric Power Cooperative, an electric cooperative corporation existing under the laws of the State of North Dakota, and its successors or assigns.

"Basin Electric Indenture" shall mean the Amended and Restated Indenture, dated as of May 5, 2015, between Basin Electric and the Mortgage Indenture Trustee, as supplemented or amended from time to time, including as supplemented by the Thirty-Eighth Supplemental
Indenture, and as the same may also be further amended and supplemented by any alternate indenture or mortgage.

"Basin Electric Representative" shall mean any one of the following officers and/or employees of Basin Electric: (i) the President, (ii) the Chief Executive Officer and General Manager, (iii) the Senior Vice President and Chief Financial Officer, (iv) the Senior Vice President and General Counsel, (v) the Secretary-Treasurer, (vi) any Assistant Secretary, (vii) the Treasury Services Manager and (viii) any other officer or employee of Basin Electric at the time designated to act on behalf of Basin Electric by a written certificate furnished to the County and the Trustee containing the specimen signatures of such person and signed on behalf of Basin Electric by any one of the above-described officers and/or employees.

"Board of County Commissioners" shall mean the Board of County Commissioners of the County or any successor governing body of the County.

"Bond Fund" shall mean the fund created by Section 4.01 of the Indenture.

"Bonds" shall mean the County's "Solid Waste Facilities Revenue Bonds, 2019 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities)" authorized under the Indenture.

"County Representative" shall mean the person at the time designated to act on behalf of the County by written certificate furnished to Basin Electric and the Trustee containing the specimen signature of such person and signed on behalf of the County by the Chairman or the Vice Chairman of the Board of County Commissioners. Such certificate may designate one or more alternates.

"Escrow Agreement" shall mean the Escrow Agreement, dated as of April 15, 2019, between the County and the 2009 Trustee relating to the payment of the 2009 Bonds.

"Facilities" shall mean the solid waste disposal and sewage facilities located at the Station which are described in Exhibit A hereto.

"Indenture" shall mean the Trust Indenture for the Bonds, dated as of April 15, 2019, between the County and the Trustee, including any indentures supplemental thereto or amendatory thereof.

"Interest Payment Date" shall have the meaning set forth in the Indenture.

"Mortgage Indenture Trustee" shall mean U.S. Bank National Association, or any successor, in its capacity as trustee under the Basin Electric Indenture.

"Note" shall mean the first mortgage note issued by Basin Electric under the Thirty-Eighth Supplemental Indenture and this Agreement, which Note is secured by the Basin Electric Indenture on a parity with all other notes secured by the Basin Electric Indenture.
“Opinion of Bond Counsel” shall mean an opinion in writing signed by an attorney or firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds and who is acceptable to the Trustee.

“Outstanding” shall mean, with respect to any of the Bonds, “Outstanding” as that term is defined in the Indenture.

“Trustee” shall mean the trustee under the Indenture, or any successor corporate trustee.

“Thirty-Eighth Supplemental Indenture” shall mean the Thirty-Eighth Supplemental Indenture, dated as of April 15, 2019, between Basin Electric and the Mortgage Indenture Trustee.

“2009 Bonds” shall mean $150,000,000 in aggregate principal amount of the County’s Solid Waste Facilities Revenue Bonds, 2009 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities).

“2009 Indenture” shall mean the Trust Indenture between the County and U.S. Bank National Association, as trustee, dated as of July 1, 2009.

“2009 Loan Agreement” shall mean the loan agreement between the County and Basin Electric, dated as of July 1, 2009.

“2009 Note” shall mean the Note in the aggregate principal amount of $150,000,000 issued by Basin Electric to the County in order to secure payments under the 2009 Loan Agreement.

“2009 Trustee” shall mean U.S. Bank National Association.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. Representations And Warranties By The County. The County represents and warrants that:

(a) The County is a political subdivision and body politic and corporate, existing under the Constitution and laws of the State of Wyoming; the County has the power under the Act to enter into this Agreement and the Indenture and to carry out the transactions contemplated hereby and thereby and to carry out its obligations hereunder and thereunder; and by proper corporate action the County has duly authorized the execution and delivery of this Agreement and the Indenture.

(b) The Facilities constitute and will constitute a “project” within the meaning of the Act.

(c) To provide a portion of the funds necessary to refinance the 2009 Bonds which were used to finance the acquisition and construction of the Facilities, the County will issue the
Bonds in the aggregate principal amount of $150,000,000. The Bonds shall mature, bear interest, be subject to redemption prior to maturity, be secured and have such other terms and conditions as are set forth in or provided for by the Indenture.

(d) The Bonds will be issued under the Indenture, pursuant to which, among other things, the County’s interest in this Agreement (except its rights under Sections 5.4 and 9.4 hereof), the Note and the revenues and receipts derived by the County hereunder will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds when due.

SECTION 2.2. Representations And Warranties By Basin Electric. Basin Electric represents and warrants that:

(a) Basin Electric is an electric cooperative corporation duly organized, existing and in good standing under the laws of the State of North Dakota, has power to enter into, and to perform and observe the covenants and agreements on its part contained in this Agreement, the Note and the Basin Electric Indenture, and by proper corporate action has duly authorized the execution and delivery of this Agreement, the Basin Electric Indenture and the Thirty-Eighth Supplemental Indenture. The execution and delivery of this Agreement, the Basin Electric Indenture and the Thirty-Eighth Supplemental Indenture do not, and the execution and delivery of the Note and the consummation of the transactions contemplated hereby and thereby and the fulfillment of the terms hereof and thereof will not, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which Basin Electric is now a party or by which it is bound, including, without limitation, the Basin Electric Indenture, or constitute a default under any of the foregoing or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Basin Electric under the terms of any instrument or agreement, including, without limitation, the Basin Electric Indenture.

(b) The Facilities constitute and will constitute a “project” within the meaning of the Act.

(c) The Facilities consist and will consist of either land or property subject to the allowance for depreciation under Section 167 of the Internal Revenue Code of 1986.

(d) The Facilities consist of solid waste disposal facilities within the meaning of Section 142(a)(6) of the Internal Revenue Code of 1986.

ARTICLE III

OWNERSHIP AND USE OF THE FACILITIES

SECTION 3.1. Agreement As To Ownership And Use Of The Facilities. The County and Basin Electric agree that title to the Facilities shall be in and remain in Basin Electric and that the Facilities shall be the property of Basin Electric in which the County shall have no interest, except as provided in this Agreement. Basin Electric’s interest in the Facilities is subject to the Basin Electric Indenture and may be subject in the future to security interests
created to secure additional financings on a parity with, or subordinate to, the Basin Electric Indenture.

ARTICLE IV

ISSUANCE OF THE BONDS; REFUNDING OF THE REFUNDED BONDS

SECTION 4.1. Agreement to Issue Bonds; Loan to Basin Electric; Refunding of the 2009 Bonds. The County will issue, sell and cause to be delivered to the initial purchasers thereof the Bonds and will loan the proceeds thereof to Basin Electric by depositing such proceeds with the 2009 Trustee in the escrow account established under the Escrow Agreement and such proceeds shall be used, together with funds provided by Basin Electric, to provide for the payment of the 2009 Bonds.

SECTION 4.2. Investment of Moneys. All moneys held as a part of the Bond Fund shall be invested or reinvested and transferred to other funds by the Trustee as provided in Article VI of the Indenture.

ARTICLE V

PAYMENTS BY BASIN ELECTRIC

SECTION 5.1. Repayments By Basin Electric. In consideration of the loan of the proceeds of the Bonds by the County to Basin Electric pursuant to Section 4.2, Basin Electric agrees to repay to the County an amount sufficient to pay the principal of and interest on the Bonds when due, which obligation shall be evidenced by the Note. In satisfaction of its obligation under this Section 5.1, Basin Electric agrees to pay to the Trustee for the account of the County all payments when due on the Note; provided, however, that if for any reason the amounts paid to the Trustee by Basin Electric on the Note, together with any other amounts available in the Bond Fund, are not sufficient to pay the principal of or interest on the Bonds when due, Basin Electric agrees to pay the amount required to make up such deficiency.

SECTION 5.2. Credits. Any amounts not representing proceeds of Bonds in the Bond Fund at the close of business of the Trustee on the business day immediately preceding any payment date on the Note shall be credited against the payments due by Basin Electric on such payment date on the Note, or, at the written direction of the Basin Electric Representative, shall be applied by the Trustee to the purchase of Bonds in the open market.

If any or all of the Bonds then Outstanding are called for redemption, any amounts contained in the Bond Fund on such redemption date shall be credited against the payments due by Basin Electric on the Note.

The principal amount of any Bonds held by the Trustee on the maturity date of the Note which are to be applied by the Trustee as a credit against the next required sinking fund redemption pursuant to the Indenture shall, to the extent not previously credited as provided for in this paragraph, be credited against the obligation of Basin Electric with respect to payment of principal of the Note due on such maturity date.
SECTION 5.3. *Execution And Delivery Of The Note.* Concurrently with the sale and delivery by the County of the Bonds, in order to evidence the obligation of Basin Electric to pay an amount sufficient to pay the principal of and interest on the Bonds when due, Basin Electric shall execute and deliver to the Trustee the Note substantially in the form attached as Exhibit C to the Thirty-Eighth Supplemental Indenture. The Note shall be nontransferable by the Trustee except as required to effect assignment thereof to any successor Trustee under the Indenture.

SECTION 5.4. *Payment Of Certain Fees And Expenses.* Basin Electric agrees to pay the reasonable fees and actual out-of-pocket expenses (including counsel fees) necessarily incurred by the County in connection with the Bonds, the issuance and sale thereof and the transactions contemplated by the Indenture, the Basin Electric Indenture, the Note and this Agreement and in connection with the services of the Trustee and any co-paying agents designated pursuant to Section 10.20 of the Indenture (except those incurred as a result of the negligence or bad faith of the County or the Trustee or co-paying agent), as and when the same become due, upon submission by the Trustee or any paying agent of a statement therefor; provided, however, that Basin Electric may, without creating a default hereunder, contest in good faith the necessity for and reasonableness of any such fees or expenses.

SECTION 5.5. *Payees Of Payments.* The payments to be made on the applicable Note pursuant to Section 5.1 hereof shall be paid directly to the Trustee for the account of the County and shall be deposited in the Bond Fund in accordance with this Agreement, the Note and the Indenture. The payments to be made to the Trustee or any paying agent pursuant to Section 5.4 hereof shall be paid directly to the Trustee or such paying agent for its own use.

SECTION 5.6. *Taxes And Other Governmental Charges.* Basin Electric will pay promptly, as the same become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Facilities. Compliance by Basin Electric with the provisions of the Basin Electric Indenture shall constitute compliance with this Section 5.6.

SECTION 5.7. *Obligations Of Basin Electric Unconditional.* The obligations of Basin Electric to make the payments pursuant to this Agreement and the Note shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of setoff, counterclaim or recoupment arising out of any breach by the County of any obligation to Basin Electric, whether hereunder or otherwise, or out of any indebtedness or liability at any time owed to Basin Electric by the County. Regardless of whether the Facilities are complete, operating or operable, until such time as the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, Basin Electric (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payment provided for herein or in the Note, (ii) will perform and observe all of its other agreements contained in this Agreement and in the Note and (iii) except as provided in Article X hereof, will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Facilities, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State of Wyoming or any political subdivision of
either, or any failure of the County to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement, whether express or implied. Nothing contained in this Section 5.7 shall be construed to release the County from the performance of any agreements on its part herein contained; and in the event the County shall fail to perform any such agreement, Basin Electric may institute such action against the County as it deems necessary to compel performance, provided that no such action shall violate the agreements on the part of Basin Electric contained herein. Basin Electric, may, however, at its own cost and expense prosecute or defend any action or proceeding or take any other action involving third persons which it deems reasonably necessary in order to secure or protect its right of possession, occupancy and use of the Facilities, and in such event the County hereby agrees to cooperate fully with Basin Electric.

SECTION 5.8. Termination Of Obligations Under Note. At the time when all of the Bonds cease to be Outstanding under the Indenture, the Note issued in connection with the issuance of the Bonds shall become void and shall be returned to Basin Electric.

ARTICLE VI

MAINTENANCE; INSURANCE; CONDEMNATION

SECTION 6.1. Maintenance; Improvements; Disposition. During the term of this Agreement, Basin Electric will, at its own expense, cause the Facilities to be maintained, preserved and kept in good repair, working order and condition and will from time to time cause to be made all proper repairs, renewals and replacements thereof. Basin Electric may also, at its own expense, make from time to time any modifications or improvements to the Facilities, provided such modifications or improvements do not impair the character of the Facilities as a “project” within the meaning of the Act or impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. All such modifications and improvements shall become a part of the Facilities.

Basin Electric may sell or otherwise dispose of its interest in any element of the Facilities (in whole or in part), upon compliance with the provisions of the Basin Electric Indenture to the extent it is applicable to the Facilities. In the event that the Trustee receives any moneys pursuant to the Basin Electric Indenture as the result of any such sale or disposition, upon compliance with the provisions of the Basin Electric Indenture, such moneys shall be deposited by the Trustee into the Bond Fund and applied in accordance with the Indenture.

SECTION 6.2. Insurance. Basin Electric will, at its own expense, provide or cause to be provided insurance against loss or damage, less appropriate deductibles, to its interest in the Facilities. Compliance with Section 13.8 of the Basin Electric Indenture shall be deemed compliance with this Section 6.2.

SECTION 6.3. Use of Insurance and Condemnation Proceeds. Any moneys received by the Trustee pursuant to the Basin Electric Indenture from any payment in respect of any insurance described in Section 6.2 hereof or condemnation award, upon compliance with the Basin Electric Indenture, shall be forthwith deposited into the Bond Fund and applied in accordance with the Indenture.
ARTICLE VII

SPECIAL COVENANTS

SECTION 7.1. No Warranty Of Condition Or Suitability By The County. The County makes no warranty, either express or implied, as to the Facilities or that they will be suitable for Basin Electric’s purposes or needs.

SECTION 7.2. Further Assurances. The County and Basin Electric agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

SECTION 7.3. Authority Of Basin Electric Representative. Whenever under the provisions of this Agreement the approval of Basin Electric is required or the County is required to take some action at the request of Basin Electric, such approval or such request shall be made by the Basin Electric Representative unless otherwise specified in this Agreement, and the County or the Trustee are each authorized to act on any such approval or request. Basin Electric shall have no complaint against the County or the Trustee as a result of any such action taken.

SECTION 7.4. Authority Of County Representative. Whenever under the provisions of this Agreement the approval of the County is required, or Basin Electric is required to take some action at the request of the County, such approval or such request shall be made by the County Representative unless otherwise specified in this Agreement, and Basin Electric or the Trustee are each authorized to act on any such approval or request. The County shall have no complaint against Basin Electric or the Trustee as a result of any such action taken.

SECTION 7.5. No Abatement Of Note Payments. It is understood and agreed that Basin Electric shall be obligated to continue to pay the amount specified in Article V hereof and in the Note whether or not the Facilities are damaged, destroyed, taken in condemnation or become obsolete (including economic obsolescence) and that there shall be no abatement or postponement of any such payments by reason thereof.

SECTION 7.6. Amendments To Indenture. The County shall not execute or permit any amendment or supplement to the Indenture which affects any rights, powers and authority of Basin Electric under this Agreement or under the Note or requires a revision of this Agreement, the Note or the Basin Electric Indenture without the prior written consent of Basin Electric.

SECTION 7.7. Tax Covenants.

(a) Basin Electric covenants that it will not take any action which would adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103(a) of the Internal Revenue Code of 1986, and will take, or require to be taken, such acts as may be reasonably within its ability and as may from time to
time be required under applicable law or regulation to continue the exclusion of the interest on the Bonds from gross income for federal income tax purposes; and in furtherance of such covenants, Basin Electric agrees to comply with the Tax Certificate and Agreement, dated the date of delivery of the Bonds, executed and delivered by Basin Electric and the County, as the same may be amended from time to time, and the provisions of Sections 141-150 of the Internal Revenue Code of 1986.

(b) Basin Electric covenants that it will not take any action or fail to take any action with respect to the Bonds, or the issue of which the Bonds are a part, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, and any regulations promulgated or proposed thereunder.

(c) Basin Electric covenants that it will not use or permit the use of any property financed or refinanced with the proceeds of the Bonds or the issue of which the Bonds are a part by any person (other than a state or local governmental unit) in such manner or to such extent as would result in loss of the exclusion of the interest on the Bonds from gross income for federal income tax purposes (other than during the period the Bonds are held by a "substantial user" of the facilities financed or refinanced with the proceeds of the Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986).

Notwithstanding any other provisions of this Agreement to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, the covenants in this Section 7.7 shall survive the payment for the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 8.01 of the Indenture.

ARTICLE VIII

ASSIGNMENT

SECTION 8.1. Assignment By Basin Electric. This Agreement may be assigned by Basin Electric without the necessity of obtaining the consent of either the County or the Trustee, subject, however, to each of the following conditions:

(a) No assignment shall relieve Basin Electric from primary liability for any of its obligations hereunder, and in the event of any such assignment Basin Electric shall continue to remain primarily liable for payments of the amounts specified in the Note and in Article V hereof and for performance and observance of the other agreements on its part herein provided to be performed and observed by it to the same extent as though no assignment had been made.

(b) The assignee shall assume the obligations of Basin Electric hereunder to the extent of the interest assigned.

(c) Basin Electric shall, within fifteen (15) days after the delivery thereof, furnish or cause to be furnished to the County, Standard & Poor's Global Ratings, a Standard & Poor's Financial Services LLC, Moody's Investors Service, or their respective successors, and to the Trustee a true and complete copy of each such assignment and assumption of obligation.
SECTION 8.2. Assignment And Pledge By County; Indenture Provisions. Solely pursuant to the Indenture, the County shall assign its interest in and pledge any moneys receivable under Section 5.1 of this Agreement and the Note, including the right of possession of the Note, to the Trustee as security for payment of the principal of and premium, if any, and interest on the Bonds, but each such assignment or pledge shall be subject to this Agreement. Basin Electric consents to such assignment and pledge. Basin Electric also agrees to be bound by, observe, and perform its obligations under, the provisions in the Indenture referring to Basin Electric or imposing conditions, obligations or requirements on Basin Electric under this Agreement, the Note or the Basin Electric Indenture.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. Events Of Default Defined. The following shall be “events of default” under this Agreement and the term “event of default” shall mean, whenever used in this Agreement, any one of the following events:

(a) Failure by Basin Electric to pay when due any amount required to be paid under the Note to the Trustee for deposit into the Bond Fund.

(b) Acceleration of payment of any Obligation (as defined in the Basin Electric Indenture) secured by the Basin Electric Indenture pursuant to an “event of default” as such term is defined in Article VIII of the Basin Electric Indenture.

(c) Basin Electric files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of its own or of its property, or institutes proceedings for its reorganization, or proceedings instituted by others for its reorganization are not dismissed within thirty (30) days after the institution thereof, or a receiver or liquidator of Basin Electric or of any substantial portion of its property is appointed and the order appointing such receiver or liquidator shall not be vacated within thirty days after the entry thereof.

SECTION 9.2. Remedies On Default. Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, the County, or the Trustee as provided in the Indenture:

(a) shall, by written notice to Basin Electric, upon the acceleration of maturity of the Bonds as provided in Section 9.01 of the Indenture, declare an amount equal to the principal of and accrued interest on the Note to have matured and therefore to be immediately due and payable, whereupon the same shall mature and become immediately due and payable; and

(b) may take whatever action at law or in equity may appear necessary or desirable to collect the amounts payable by Basin Electric hereunder and under the Note, then due and thereafter to be due, or to enforce performance and observance of any obligation, agreement or covenant of Basin Electric under this Agreement or under the Note, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted.
Any amounts collected pursuant to action taken under this Section 9.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

SECTION 9.3. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the County or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Article IX, it shall not be necessary to give any notice, other than notice required herein. Such rights and remedies given the County hereunder shall also extend to the Trustee and the holders of the Bonds, subject to the provisions of the Indenture and the Basin Electric Indenture.

SECTION 9.4. **Agreement To Pay Attorneys’ Fees And Expenses.** In the event Basin Electric should default under any of the provisions of this Agreement and the County or the Trustee or their agents should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of the performance or observance of any obligation or agreement on the part of Basin Electric herein or in the Note contained, Basin Electric will on demand therefor pay to the County or the Trustee, as the case may be, the reasonable fee of such attorneys and such other reasonable expenses incurred by the County or the Trustee.

SECTION 9.5. **Waiver And Rescission Of Acceleration Under Indenture.** In the event any agreement contained in this Agreement or in the Note should be breached by Basin Electric or the County and thereafter waived by the other party, such waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach hereunder or thereunder. Notwithstanding the foregoing, a waiver of an Event of Default under the Indenture or a rescission of a declaration of acceleration of the Bonds and a rescission and annulment of its consequences shall constitute a waiver of the corresponding event of default under this Agreement and a rescission and annulment of its consequences, including any acceleration of maturity of principal of and interest on the Note; provided, that no such waiver or rescissions shall extend to or affect any subsequent or other default hereunder or impair any right consequent thereon.

SECTION 9.6. **Remedial Rights Assigned To Trustee.** All rights and remedies conferred upon or reserved to the County in this Article IX, including the right to waive events of default, shall upon the execution and delivery of the Indenture be deemed to have been assigned to the Trustee and the Trustee shall have the exclusive right to exercise such rights and remedies in the same manner and under the limitations and conditions that the Trustee is entitled to exercise rights and remedies upon the occurrence of an Event of Default pursuant to Article IX of the Indenture.

(a) If at any time following a declaration of acceleration pursuant to an Event of Default under Section 9.01(c) of the Indenture, and prior to payment of the Bonds pursuant to such acceleration, the Trustee shall receive notice that the acceleration of the Obligations under the Basin Electric Indenture has been rescinded, then the Trustee shall rescind any declaration of acceleration of the maturity of principal of and interest on the Bonds. In the event of such rescission of a declaration of acceleration of the Bonds, the Trustee shall also rescind any declaration of acceleration of the maturity of the Note.

(b) In case of any such rescission, then and in every such case the County, the Trustee and Basin Electric shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or event of default, or impair any right consequent thereon, nor shall such rescission extend to any instance in which the holder of any note secured by the Basin Electric Indenture other than the Note has subsequent to a request for rescission declared all unpaid principal of and accrued interest on such other note to be due and payable immediately.

ARTICLE X

PREPAYMENT OF THE NOTE

SECTION 10.1. Optional Prepayments. Basin Electric shall have, and is hereby granted, subject to the provisions of the Basin Electric Indenture, the option to prepay all or any portion of the unpaid balance of the Note at any time by taking the actions required by the Indenture (a) to discharge the lien thereof through the redemption of all or part of the Bonds under Section 3.01 of the Indenture, or (b) to effect the partial redemption of all or a part of such Bonds under Section 3.01 of the Indenture.

SECTION 10.2. Exercise Of Optional Prepayment. To exercise an option granted in Section 10.1 hereof to prepay the Note and thereby redeem some or all of the Bonds, Basin Electric shall give written notice to the County and the Trustee at any time during the period beginning with (and including) the 45th day prior to the date of redemption and ending with (and including) the 30th day prior to the date of redemption (or such date which is closer to the date of redemption than the 30th day as shall be agreed to by the Trustee, giving effect to the notice of redemption requirements of the applicable Securities Depository). Such notice shall specify (i) that the Bonds are being redeemed pursuant to Section 3.01 of the Indenture, (ii) the principal amount of Bonds to be redeemed and the premium, if any, payable on such redemption, and (iii) the date such Bonds are to be redeemed (which must be a date permitted by Section 3.01 of the Indenture). If, at the time Basin Electric gives this notice, the Trustee does not have on deposit sufficient available funds to pay the principal of, premium, if any, and interest accrued and to accrued through the redemption date on the Bonds so called for redemption, then Basin Electric’s notice of redemption is conditional and revocable, that is, Basin Electric is under no obligation to provide, or cause to be provided, to the Trustee funds to effect such redemption and, if it does not elect to do so by 2:00 p.m., New York City time, on the redemption date, then the Bonds called for redemption shall not be redeemed pursuant to the above-mentioned notice of redemption or the notice of redemption given by the Trustee.
pursuant to subsection (a) of Section 3.04 of the Indenture. Neither Basin Electric nor the County shall be liable to any Bondowner if Basin Electric does not provide, or cause to be provided, funds sufficient to effect redemption of any such Bonds with the result that such Bonds are not redeemed on the redemption date specified in such notices. If, at the time Basin Electric gives this notice, the Trustee has on deposit sufficient funds to effect such redemption, then Basin Electric’s notice is unconditional and irrevocable and the Bonds specified in the notice of Basin Electric and given by the Trustee pursuant to subsection (a) of Section 3.04 of the Indenture shall become due and payable at the specified redemption price (plus accrued interest) on the specified redemption date.

Upon receipt of a notice furnished pursuant to this Section 10.2, the County and the Trustee, as provided in the Indenture, shall forthwith take or cause to be taken all actions necessary under the Indenture to discharge the lien of the Indenture or effect the redemption of Bonds in accordance with such notice, as the case may be.

SECTION 10.3. Mandatory Prepayments. Basin Electric shall prepay all or a portion of the Note at the time or times and in the principal amount required to redeem all or such portions of the applicable Bonds required to be redeemed pursuant to Section 3.02 of the Indenture.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the County, to: Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716, Attention: Administrative Director of the Board of County Commissioners; if to Basin Electric, to: Basin Electric Power Cooperative, Attention: Chief Executive Officer and General Manager, 1717 East Interstate Avenue, Bismarck, North Dakota 58503; and if to the Trustee, to: U.S. Bank National Association, Mail Stop EP-MN-WS3C, 60 Livingston Avenue, St. Paul, Minnesota 55107, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate, request or other communication given hereunder by the County or Basin Electric shall also be given to the Trustee, the County and Basin Electric. A party may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 11.2. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the County, Basin Electric and their respective successors and assigns.

SECTION 11.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.4. Amounts Remaining In Funds. It is agreed by the parties hereto that any amounts remaining in the Bond Fund upon expiration or sooner termination of this
Agreement, as provided in this Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), the fees, charges and expenses of the Trustee and any paying agent in accordance with the Indenture and all other amounts required to be paid under this Agreement and the Indenture, shall belong to and be paid to Basin Electric by the Trustee.

SECTION 11.5. Trustee Powers Under Basin Electric Indenture. The Mortgage Indenture Trustee is authorized in connection with the Basin Electric Indenture to execute and deliver all such further instruments as may be required by the provisions thereof and to exercise all the rights of a holder of the Note as it in its sole discretion deems to be in the best interests of the Bondowners and without the prior consent of the Bondowners or the County.

SECTION 11.6. Amendments, Changes And Modifications. Except as otherwise provided in this Agreement or in the Indenture, subsequent to the initial issuance of Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Agreement and the Note may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, given in accordance with the Indenture.

SECTION 11.7. Execution In Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

SECTION 11.8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WYOMING, WITHOUT REFERENCE TO THE CHOICE OF LAWS PROVISIONS OF WYOMING LAW.

SECTION 11.9. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 11.10. Pecuniary Liability Of The County. No provision, covenant or agreement contained in this Agreement or any obligations herein imposed upon the County, or the breach thereof, shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. In making the agreements, provisions and covenants set forth in this Agreement, the County has not obligated itself except with respect to this Agreement and the application of the revenues, income and all other property therefrom, as hereinabove provided. The Bonds shall not be payable from nor charged upon any funds other than the revenue pledged to the payment thereof, nor shall the County be subject to any liability thereon. No holder or holders of any of the Bonds shall ever have the right to compel any exercise of the taxing power of the County to pay any such Bonds or the interest thereon, nor to enforce payment thereon against any property of the County. The Bonds shall not constitute a charge, lien nor encumbrance, legal or equitable, upon any property of the County.

SECTION 11.11. Payments Due On Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this
Agreement or the Note, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the Trustee are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed with the same force and effect as if done on the nominal date provided in this Agreement or the Note and no interest shall accrue for the period after such nominal date.
IN WITNESS WHEREOF, the County and Basin Electric have caused this Agreement to be executed in their respective corporate names by their duly authorized officers and have caused their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

(SEAL) CAMPBELL COUNTY, WYOMING

By: ______________________________
    Rusty Bell
    Chairman, Board of County Commissioners

Attest:

By: ______________________________
    Susan Saunders
    County Clerk

[Signature Page to Loan Agreement]
(SEAL)

BASIN ELECTRIC POWER COOPERATIVE

By: ____________________________
    Steven P. Johnson
    Senior Vice President and Chief Financial Officer

Attest:

By: ____________________________
    Mark Foss
    Assistant Secretary
STATE OF WYOMING

) )
COUNTY OF CAMPBELL ) SS.

On the ___ day of April in the year 2019, before me personally came Rusty Bell to me known, who, being by me duly sworn, did depose and say that he resides in Campbell County, Wyoming; that he is the Chairman of the Board of County Commissioners of Campbell County, Wyoming, the county described in and which executed the above instrument; that he knows the seal of said county; that the seal affixed to said instrument is such county seal; that it was so affixed by order of the Board of County Commissioners of said county, and that he signed his/her name thereto by like order.

(SEAL)

__________________________
Notary Public for the State of Wyoming

[Signature Page to Loan Agreement]
STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

On the ___ day of April, in the year 2019, before me personally came Steven P. Johnson to me known, who, being by me duly sworn, did depose and say that he resides in Bismarck, North Dakota; that he is the Senior Vice President & Chief Financial Officer of the Basin Electric Power Cooperative, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his/her name thereto by like order.

(SEAL)

Notary Public for the State of North Dakota

[Signature Page to Loan Agreement]
EXHIBIT A

THE FACILITIES

DESCRIPTION OF DRY FORK STATION FACILITIES
ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (this "Agreement"), dated as of May 9, 2019, by and between Campbell County, Wyoming (the "County") and U.S. Bank National Association, (the "Trustee"), as trustee under the County's Trust Indenture, dated as of July 1, 2009, between the County and the Trustee, as supplemented and amended (the "Indenture");

WITNESSETH:

WHEREAS, the County has previously authorized and issued its "Solid Waste Facilities Revenue Bonds, 2009 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities)" (the "2009 Series A Bonds") pursuant to the Indenture; and

WHEREAS, the County has agreed to issue its $150,000,000 "Solid Waste Facilities Revenue Bonds, 2019 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities)" (the "2019 Series A Bonds") pursuant to the Trust Indenture, dated as of April 15, 2019, between the County and U.S. Bank National Association, for the purpose of providing funds to refund its outstanding Series 2009 A Bonds that mature on July 1, 2039 (the "Refunded Bonds"); and

WHEREAS, the County has agreed to provide for the payment of the principal of and interest on the Refunded Bonds so that such Refunded Bonds shall cease to be entitled to any lien, benefit or security under the Indenture, and all covenants, agreements and obligations of the County to the holders of the Refunded Bonds shall cease, terminate and become void and be discharged and satisfied, by irrevocably depositing with the Trustee moneys, as permitted by Section 8.01(b) of the Indenture, which will be used to purchase obligations of or guaranteed as to principal and interest by the United States of America, or certificates of an ownership interest in the principal of or interest on obligations of or guaranteed as to principal and interest by the United States of America, which shall not contain provisions permitting the redemption thereof at the option of the issuer ("Investment Securities") and the principal of and the interest on which when due, together with any investment earnings thereon and funds deposited by Basin Electric Power Cooperative ("Basin Electric"), will be sufficient to pay the principal amount of the Refunded Bonds on the redemption date therefor, and the interest to become due on such Refunded Bonds on such redemption date; and

WHEREAS, in order to obtain a portion of the moneys needed for such purpose, the County has authorized and is issuing its Series 2019 A Bonds and has authorized the deposit in the Escrow Account (hereinafter defined) of the proceeds thereof as provided herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Trustee agree as follows:

SECTION 1. Deposit of Moneys. The County hereby deposits with the Trustee $150,000,000 (representing proceeds of the Series 2019 A Bonds), which, together with $[_____] deposited into the Escrow Account by Basin Electric, shall be held in irrevocable escrow by the Trustee separate and apart from other funds of the County and the Trustee and to be invested and applied solely as provided in this Agreement. Such moneys are at least equal to an amount sufficient to purchase the Investment Securities set forth in Schedule A hereto and the aggregate principal amount of Investment Securities described in Schedule A hereto, together with all interest due or to become due on such Investment Securities, will be sufficient to pay when due the principal amount of the Refunded Bonds on the redemption date therefor and to pay the interest to become due on such Refunded Bonds on such redemption date.
SECTION 2. Use and Investment of Moneys. The Trustee acknowledges receipt of the moneys described in Section 1 and agrees (i) immediately to invest $[_____] of the proceeds of the Series 2019 A Bonds described in clause (i) of the first sentence of Section 1 hereof and $[_____] of the amounts deposited by Basin Electric in the Investment Securities set forth in Schedule A hereto, and (ii) immediately to deposit all such Investment Securities in the account established and held by the Trustee pursuant to this Agreement (the “Escrow Account”).

SECTION 3. Payment of the Refunded Bonds. As the principal of the Investment Securities set forth in Schedule A hereof shall mature and be paid, and the investment income and earnings thereon are paid, the Trustee shall, no later than July 15, 2019, transfer from the Escrow Account to the paying agents for the Refunded Bonds amounts sufficient to pay the principal amount of the Refunded Bonds and the interest to become due on such Refunded Bonds on July 15, 2019.

SECTION 4.

(a) Unclaimed Moneys. Any moneys which remain unclaimed following July 15, 2019 shall be paid over to Basin Electric as received by the Trustee, free and clear of any trust, lien or pledge.

(b) Priority of Payments. The holders of the Refunded Bonds shall have a first lien on the moneys and Investment Securities in the Escrow Account until such moneys and Investment Securities are used and applied as provided in this Agreement.

(c) Termination of Obligation. As provided in Section 8.01(b) of the Indenture, upon deposit of the moneys set forth in Section 1 hereof with the Trustee pursuant to the provisions of Section 1 hereof and the simultaneous purchase of the Investment Securities as provided in Section 2 hereof, the holders of the Refunded Bonds shall cease to be entitled to any lien, benefit or security under the Indenture, and all covenants, agreements and obligations of the County to the holders of the Refunded Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

SECTION 5. Performance of Duties. The Trustee agrees to perform the duties set forth herein.

SECTION 6. Reinvestment. Except as provided in Section 2 hereof, the Trustee shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of the moneys or Investment Securities held hereunder.

SECTION 7. Responsibilities of Trustee. The Trustee and its respective successors, assigns, agents, employees, attorneys and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities, the retention of the Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities to accomplish the defeasance of the Refunded Bonds or any payment, transfer or other application of moneys or obligations by the Trustee in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Trustee made in good faith in the conduct of its duties. The recitals of fact contained in the “Whereas” clauses herein shall be taken as the statements of the County, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the sufficiency of the Investment Securities to accomplish the defeasance of the Refunded Bonds or to the validity of this Agreement as to the County and, except as otherwise provided herein, the Trustee shall incur no liability in respect thereof. The Trustee shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, misconduct, bad faith or default, and the duties and obligations
of the Trustee shall be determined by the express provisions of this Agreement. The Trustee may consult with counsel, who may or may not be counsel to the County, and in reliance upon the written opinion of such counsel (which opinion shall recognize that the County is a third party beneficiary) shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith.

SECTION 8. Amendments. This Agreement is made for the benefit of the County and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Trustee and the County; provided, however, that the County and the Trustee may, without the consent of, or notice to, such holders, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Trustee for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Trustee; and (iii) to include under this Agreement additional funds, securities or properties. The Trustee shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section 8, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 8.

SECTION 9. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which the Refunded Bonds have been paid in accordance with this Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Trustee pursuant to Section 4(a) of this Agreement.

SECTION 10. Compensation. The Trustee’s acts hereunder shall constitute services rendered under the Indenture for purposes of Section 10.04 thereof; provided, however, that under no circumstances shall the Trustee be entitled to or assert any lien whatsoever on any moneys or obligations in the Escrow Account for the payment of fees and expenses for services rendered by the Trustee under this Agreement.

SECTION 11. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void, shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 12. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.


SECTION 14. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the city in which is located the Principal Office (as defined in the Indenture) of the Trustee are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking
institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

SECTION 15. Assignment. This Agreement shall not be assigned by the Trustee or any successor thereto without the prior written consent of the County.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CAMPBELL COUNTY, WYOMING

By___________________________

U.S. BANK NATIONAL ASSOCIATION,

By___________________________
# SCHEDULE A

## INITIAL INVESTMENT SECURITIES

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$150,000,000
Campbell County, Wyoming
Solid Waste Facilities Revenue Bonds, 2019 Series A
(Basin Electric Power Cooperative – Dry Fork Station Facilities)

PURCHASE CONTRACT

May [●], 2019

Board of County Commissioners
of Campbell County, Wyoming
Gillette, Wyoming

Ladies and Gentlemen:

KeyBanc Capital Markets Inc. (the “Representative”), acting for and on behalf of itself
and the other underwriters listed on Schedule 1 hereto (collectively, the “Underwriters”) hereby
offers to enter into this Purchase Contract with Campbell County, Wyoming (the
“Issuer”), for the purchase by the Underwriters, and the sale by the Issuer, of [$150,000,000]
aggregate principal amount of Campbell County, Wyoming Solid Waste Facilities Revenue
Bonds, 2019 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities) (the
“Bonds”). This offer is made subject to the acceptance of this Purchase Contract by the Issuer
on or before [5:00] p.m. New York time on the date hereof by (i) due adoption of a resolution of
the Issuer authorizing and approving the execution and delivery of this Purchase Contract and (ii)
execution and delivery of this Purchase Contract by authorized representatives of the Issuer, in
each case on the date hereof. Upon such acceptance, this Purchase Contract shall be in full force
and effect in accordance with its terms and binding upon the Issuer and the Underwriters.
Delivered to the Issuer and the Representative herewith is a Letter of Representation, dated the
date hereof (the “Letter of Representation”), substantially in the form of Appendix A hereto,
under which Basin Electric Power Cooperative (the “Company”) undertakes certain obligations
in order to induce the Underwriters and the Issuer to enter into this Purchase Contract.
Capitalized terms used herein, if not otherwise defined herein, shall have the meanings assigned
to such terms in the Preliminary Offering Statement as defined and described in Section 2 hereof.

Purchase Price. Upon the terms and conditions and in reliance on the representations,
warranties and covenants set forth herein and in the Letter of Representation, each Underwriter
hereby agrees, jointly and severally, to purchase from the Issuer for offering to the public, and
the Issuer hereby agrees to sell to the Underwriters for such purpose, all, but not less than all, of
the Bonds. The aggregate purchase price for the Bonds shall be $[●] (equal to a par amount of
[$150,000,000] [plus a premium of $[●]], less an underwriters’ discount of $[●]], payable by
the Representative at the time and in the manner set forth in Section 7 hereof. [Pursuant to the
Letter of Representation, the Company will pay to the Representative, acting on behalf of the
Underwriters, $[●] as underwriting compensation, in addition to the reasonable expenses to be
paid by the Company pursuant to Section 10 hereof.]
The Bonds shall be dated the Closing Date (as defined in Section 7 hereof), shall mature on July 15, 2039, shall bear interest at a fixed rate to maturity and shall otherwise have the terms as provided in the Pricing Supplement attached as Exhibit A to the Letter of Representation (the “Pricing Supplement”) and the Bond Indenture (as hereinafter defined).

1. **Offering Documents.** The Company and the Issuer have caused to be prepared the following information: (i) a Preliminary Offering Statement, dated April [●], 2019 (together with the appendices thereto, the “Preliminary Offering Statement”) and (ii) the Pricing Supplement attached as Exhibit A to the Letter of Representation (the “Pricing Supplement”). The Preliminary Offering Statement, together with the Pricing Supplement, is referred to herein as the “Disclosure Package.” The Company agrees to furnish the Underwriters with a final Offering Statement in form and substance satisfactory to the Representative (the “Offering Statement”) within seven (7) business days of the date hereof but in no event later than three (3) business days prior to the Closing Date (as defined in Section 7 hereof). The Company, on behalf of the Issuer, “deemed final” the Preliminary Offering Statement as of the date thereof for purposes of Rule 15c2-12 (“Rule 15c2-12”) promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The final Offering Statement shall be substantially the same (except for insertions, deletions and changes contemplated by the Preliminary Offering Statement and this Purchase Contract) as the Preliminary Offering Statement and shall contain only those substantive changes as are approved by the Representative. The Issuer hereby authorizes the Representative to file the Preliminary Offering Statement and Offering Statement with the Municipal Securities Rulemaking Board’s (“MSRB”) Electronic Municipal Market Access system (“EMMA”).

2. **Financing Documents.** The Bonds shall be as described in, and shall be issued and secured under and pursuant to, a Trust Indenture, dated as of April 15, 2019 (the “Bond Indenture”), by and between the Issuer and U.S. Bank National Association, as trustee (the “Bond Trustee”). The proceeds of the Bonds will be [(i)] paid to U.S. Bank National Association, as trustee (the “2009 Trustee”) under the Trust Indenture, dated as of July 1, 2009 (the “2009 Indenture”), by and between the Issuer and the 2009 Trustee, pursuant to which the Issuer’s $150,000,000 aggregate principal amount of Campbell County, Wyoming Solid Waste Facilities Revenue Bonds, 2009 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities) (the “Refunded Bonds”) were issued and used to redeem the Refunded Bonds in accordance with the terms of the 2009 Indenture [and (ii) used to pay a portion of the costs of issuance of the Bonds]. The Issuer, the Company and the 2009 Trustee will enter into an Escrow Agreement, dated as of May [●], 2019 (the “Escrow Agreement”), to provide for the defeasance of the Refunded Bonds on the Closing Date and their redemption on July 15, 2019. The payment by the Issuer of the proceeds of the Bonds to the Company is provided for by the provisions of the Loan Agreement, dated as of April 15, 2019 (the “Financing Agreement”), between the Issuer and the Company, and the obligations thereunder to repay the principal amount of the Bonds when due at maturity and interest on the Bonds when due shall be evidenced by a note of the Company dated the date of issuance of the Bonds (the “Note”). The Note will be in the form specified in the Supplemental Indenture (as hereinafter defined) and the Financing Agreement and will be an Obligation secured under the Amended and Restated Indenture, dated as of May 5, 2015, by and between the Company and U.S. Bank National Association, as trustee (the “Mortgage Indenture Trustee”) as heretofore supplemented or amended, including as
supplemented by the Thirty-Eighth Supplemental Indenture, dated as of April 15, 2019 (the "Supplemental Indenture"), between the Company and the Mortgage Indenture Trustee (the "Mortgage Indenture").

The Company will enter into a Continuing Disclosure Agreement, for the benefit of the holders of the Bonds, effective as of the Closing Date, substantially in the form set forth as [Appendix D] to the Preliminary Offering Statement, in order to enable the Underwriters to comply with paragraph (b)(5) of Rule 15c2-12 (the "Continuing Disclosure Agreement").

The Bond Indenture, this Purchase Contract, the Bonds, the Financing Agreement, the Escrow Agreement and the Tax Certificate and Agreement, dated May [●], 2019, between the Issuer and the Company (the "Tax Certificate and Agreement"), are hereinafter collectively referred to as the "Issuer Documents." The Issuer Documents, the Letter of Representation, the Continuing Disclosure Agreement, the Mortgage Indenture, the Supplemental Indenture and the Note are hereinafter collectively referred to as the "2019 Financing Documents."

3. **Public Offering.** The Underwriters intend to make a bona fide public offering of all of the Bonds at a price not in excess of the initial public offering price nor below the yield, as applicable, set forth in in the Pricing Supplement; provided, however, the Representative reserves the right to change such initial public offering prices or yields as the Representative deems necessary or desirable, in its discretion, in connection with the marketing of the Bonds, and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by an Underwriter, at prices lower than the public offering prices or yields greater than the yields set forth in the Pricing Supplement.

4. **Closing Documents.** As soon as practicable after the execution of this Purchase Contract by the Issuer, but no later than the Closing Date, the Issuer shall deliver or cause to be delivered to the Underwriters manually executed originals of the documents listed below (provided, however, that the final Offering Statement shall be delivered no later than the earlier of seven (7) business days from the date hereof or three (3) business days prior to the Closing Date and that the documents set forth in paragraphs (a) and (m) of this Section 5 shall have been provided prior to the date of execution of this Purchase Contract):

   a) the Preliminary Offering Statement;

   b) the Offering Statement, containing as part of the appendices thereto the financial statements of the Company, which shall be provided in such quantity as described below in order for the Underwriters to comply with the rules of the MSRB and paragraph (b)(4) of Rule 15c2-12 and which the Representative agrees to file promptly with EMMA upon receipt by the Representative;

   1) **Quantity of Offering Statements to be Delivered.** The Company shall supply to the Underwriters no later than seven (7) business days from the date hereof and, in any event, not later than three (3) business days prior to the Closing Date, an amount of conformed copies of a final Offering Statement (or such lesser amount agreed to by the Representative) sufficient to permit the Underwriters to comply with Rule 15c2-12, and other applicable rules of the SEC and the MSRB. The Issuer and the Company shall supply (upon at least three (3)
business days prior written notice from the Representative) additional copies of
the Offering Statement in an amount sufficient to enable the Representative (X) to
send a single copy of the Offering Statement to any potential customer upon
request until the earlier of (1) ninety (90) days following the End of the
Underwriting Period (as defined below) or (2) the time when the Offering
Statement is available to any person on EMMA, but in the case of this clause (2)
no less than twenty-five (25) days following the End of the Underwriting Period
and (Y) to comply with any applicable rules of the MSRB.

(2) Amendments and Notifications by the Issuer. During the period
(the “Update Period”) commencing on the date hereof and ending on the earlier
of (i) ninety (90) days following the End of the Underwriting Period or (ii) the
time when the Offering Statement is available to any person on EMMA, but in the
case of this clause (ii) no less than twenty-five (25) days following the End of the
Underwriting Period, if any event shall occur as a result of which it may be
necessary to supplement the Offering Statement so that it does not contain any
untrue statement of a material fact or omit to state any material fact necessary in
order to make the statements made therein, in the light of the circumstances under
which they were made, not misleading, the Issuer shall forthwith notify the
Representative of any such event of which it has knowledge, and the Issuer will
amend or supplement the Offering Statement in such a manner so that the
Offering Statement, as so supplemented or amended, does not contain any untrue
statement of a material fact or omit to state a material fact necessary to be stated
therein, in the light of the circumstances under which they were made, not
misleading, and will furnish the Representative as many written and electronic
copies as the Representative may from time to time reasonably request of the
Offering Statement as amended or supplemented; provided, however, that all
expenses incurred in connection with any such supplement or amendment will be
paid by the Company.

For purposes of this Section 5(b), the “End of the Underwriting Period” means the later
of: (i) the delivery of the Bonds by the Issuer to the Underwriters or (ii) such time when
the Underwriters no longer retain an unsold balance of the Bonds for sale to the public;
provided, that the “End of the Underwriting Period” shall be deemed to be the Closing
Date, unless the Representative otherwise notifies the Issuer and the Company in writing
prior to such date that there is an unsold balance of the Bonds, in which case the End of
the Underwriting Period shall be deemed to be extended for thirty (30) days. The deemed
End of the Underwriting Period may be extended for two additional periods of thirty (30)
days each upon receipt of an additional written notification from the Representative
containing the same information as required in the initial written notice;

(c) the resolutions of the Issuer authorizing the issuance of the Bonds and the
execution and delivery of the other Issuer Documents, certified by the Clerk of the Board
of County Commissioners of the Issuer as having been duly adopted by the Issuer, as
being in full force and effect and as constituting a valid and binding action of the Issuer
(collectively, the “Resolution”);

(d) the Bond Indenture;
(e) the Financing Agreement;

(f) the Note;

(g) the Mortgage Indenture;

(h) the Supplemental Indenture;

(i) the Continuing Disclosure Agreement;

(j) the Tax Certificate and Agreement;

(k) the Escrow Agreement;

(l) a letter, with regard to certain procedures performed through a specified date not more than five (5) business days prior to the date of such letter, dated the Closing Date and addressed to the Underwriters, from Deloitte & Touche LLP ("Deloitte"), the Company’s independent auditor, in the form agreed to by Deloitte and the Underwriters;

(m) a letter from Deloitte, dated a date not more than three (3) business days prior to the date of the Preliminary Offering Statement, stating that Deloitte consents to the use in the Preliminary Offering Statement of its report on the financial statements of the Company for the fiscal years ended December 31, 2018 and 2017; and

(n) a letter from Deloitte, dated a date not more than three (3) business days prior to the date of the Offering Statement, stating that Deloitte consents to the use in the Offering Statement of its report on the financial statements of the Company for the fiscal years ended December 31, 2018 and 2017.

By its execution of this Purchase Contract, the Issuer consents to the use by the Underwriters of the Issuer Documents, the Disclosure Package and the Offering Statement in connection with the public offering and sale of the Bonds and ratifies the Company having deemed final the Preliminary Offering Statement on its behalf.

5. **Representations, Warranties and Covenants of the Issuer.** The Issuer represents, warrants and covenants to and with the Underwriters that:

(a) The Issuer is a political subdivision and body politic and corporate duly created and validly existing within the State of Wyoming under the laws and Constitution of the State of Wyoming and is authorized and empowered by law, including particularly the provisions of the Wyoming Industrial Development Projects Act, Wyoming Statutes Annotated, Sections 15-1-701, *et. seq.*, as amended (the “Act”):

   (i) to adopt the Resolution;

   (ii) to issue, sell and deliver the Bonds to the Underwriters on the terms described in the Issuer Documents and the Offering Statement;
(iii) to execute, deliver and perform its obligations under each of the
Issuer Documents;

(iv) to pay or cause to be paid the proceeds of the sale of the Bonds to
the 2009 Trustee to refund the Refunded Bonds;

(v) to accept and confirm the Letter of Representation;

(vi) to assign to the Bond Trustee, pursuant to the Financing
Agreement, its interest in the Note; and

(vii) to carry out and consummate all other transactions contemplated
by each of the aforesaid documents and the Offering Statement.

(b) The Issuer has duly authorized by all appropriate action, and complied
(and at the Closing Date will have complied) with all provisions of law with respect to,
each of the actions set forth in clauses (i) through (vii) of paragraph (a) of this Section 6.
The Issuer will not amend, terminate, or rescind, and will not agree to any amendment,
termination, or rescission of the Resolution prior to the Closing Date or undertake any
other course of action inconsistent with satisfaction of the requirements applicable to the
Issuer as set forth in this Purchase Contract.

(c) By official action of the Issuer prior to or concurrently with the execution
and acceptance hereof, the Issuer has duly authorized and approved the distribution of the
Preliminary Offering Statement and the Offering Statement.

(d) When delivered to and paid for by the Underwriters in accordance with the
terms of this Purchase Contract and the Bond Indenture and authenticated in accordance
with the terms of the Bond Indenture, the Bonds will have been duly and validly
authorized, executed, authenticated, issued and delivered and will constitute legal, valid
and binding limited obligations of the Issuer enforceable in accordance with their terms
(except as the enforcement thereof may be limited by bankruptcy, insolvency or other
similar laws affecting enforcement of creditors' rights and by equitable rights where
equitable remedies are sought), and will be entitled to the benefits of the Bond Indenture.
This Purchase Contract does, and the other Issuer Documents when executed and
delivered will, constitute legal, valid and binding obligations of the Issuer enforceable
against the Issuer in accordance with their respective terms (except as the enforcement
thereof may be limited by bankruptcy, insolvency or other similar laws affecting
enforcement of creditors' rights and by equitable rights where equitable remedies are
sought). This Purchase Contract has been duly and validly authorized, executed and
delivered by the Issuer.

(e) The acceptance of the Letter of Representation and the execution and
delivery of the Issuer Documents and compliance with the provisions thereof, do not and
will not conflict with, or constitute on the part of the Issuer a violation of, breach of or
default under, any constitutional provision or statute of the State of Wyoming or the
United States or any indenture, mortgage, lease, deed of trust, resolution, note agreement
or other agreement or instrument to which the Issuer is a party or by which the Issuer is
bound, or, to the knowledge of the Issuer, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties; and all consents, approvals, authorizations, and orders of or filings or registrations with any governmental authority, board, agency or commission of the State of Wyoming or the United States having jurisdiction required in connection with, or the absence of which would materially adversely affect, the execution and delivery by the Issuer of the Issuer Documents, the performance by the Issuer of its obligations thereunder, or the issuance or sale of the Bonds by the Issuer have been obtained or made and are in full force and effect; provided, however, that no representation is made concerning compliance with the federal securities laws or the securities or “blue sky” laws of the various jurisdictions of the United States of America.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any judicial or administrative court or governmental agency or body, state, federal or other, pending or, to the best of its knowledge, threatened against or affecting the Issuer or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the application of the proceeds thereof in accordance with the Bond Indenture and the Escrow Agreement, or the collection and pledge of the Trust Estate (as defined in the Bond Indenture) to pay the principal of, redemption premium, if any, and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Bond Indenture, or contesting the powers of the Issuer to issue the Bonds or to enter into the Bond Indenture, or contesting or affecting the validity of any of the Issuer Documents or contesting the powers of the Issuer to enter into or to execute and deliver or to accept the Letter of Representation or any of the Issuer Documents, or contesting the completeness or accuracy of the Disclosure Package or Offering Statement, nor to the best of its knowledge is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by each of the Issuer Documents, or which, in any way, would adversely affect the validity or enforceability of any of the Issuer Documents, or any agreement or instrument to which the Issuer is a party, used or contemplated for use in the consummation of the transactions contemplated by each of the Issuer Documents.

(g) The Issuer will cause the proceeds from the sale of the Bonds to be applied as provided for in the Bond Indenture, the Financing Agreement, the Escrow Agreement and as contemplated in the Offering Statement. The facilities refinanced by the proceeds of the Bonds constitute and will constitute a “project” within the meaning of the Act.

(h) The Issuer has reviewed the statements made in each of the Preliminary Offering Statement and the Offering Statement under the captions [“SUMMARY—Campbell County,” “THE COUNTY” and “LITIGATION,”] insofar as the information under such caption relates solely to the Issuer] and such statements under such captions solely as they relate to the Issuer are and, at all times from the date hereof to and including the Closing Date will be, true and correct and fairly summarize the matters encompassed thereby to the extent such matters are described therein.

(i) Any certificate signed by an authorized officer of the Issuer and delivered to the Underwriters shall be deemed a representation and warranty of the Issuer to the Underwriters as to the statements made therein.
6. **Closing.** At [11:00] A.M., New York time, on May [●], 2019, or on such other date and time as shall have been mutually agreed upon by the Issuer, the Company and the Representative (the “Closing Date”), the Issuer, subject to the terms and conditions hereof, (a) shall deliver the Bonds to the Trustee, as custodial agent for The Depository Trust Company (“DTC”), New York, New York, for the accounts designated by the Representative, or such other place as may be mutually agreed upon by the Issuer, the Company and the Representative, in definitive form, bearing CUSIP numbers, duly executed and authenticated by the Bond Trustee, registered in the name of Cede & Co., as nominee for DTC, and (b) shall deliver to the Underwriters the documents set forth in Section 8 at the offices of Bond Counsel in New York, New York, at which offices there shall be held a preliminary closing commencing at least 24 hours prior to the Closing Date (or at such other time or place as the Representative and the Company shall agree). The Closing will be held via the Fast Automated Securities Transfer program (FAST) of DTC and the Bonds will be held by the Trustee, as custodial agent for DTC. The Representative shall, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer of federal funds to the order of the 2009 Trustee. This payment and delivery is herein called the “Closing.”

7. **Certain Conditions to Underwriters’ Obligations.** The Representative has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the Issuer contained herein, in reliance upon the representations, warranties and agreements of the Company contained in the Letter of Representation, in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder and upon the performance by the Company of its obligations under the Letter of Representation, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligation under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be subject to the performance by the Issuer of its obligations to be performed by it hereunder at or prior to the Closing, to the performance by the Company of the obligations and agreements to be performed by it under the Letter of Representation at or prior to the Closing and to the accuracy in all material respects of the representations and warranties of the Issuer and of the Company contained herein and in the Letter of Representation, respectively, as of the date hereof and to the accuracy in all material respects of such representations and warranties as of the Closing as if made on the Closing Date, and shall also be subject to the following additional conditions:

(a) At the time of the Closing, (i) the Resolution shall be in full force and effect and each of the 2019 Financing Documents (other than the Bonds) shall have been duly authorized, executed and delivered and shall not have been amended, modified, or supplemented, except as may have been agreed to in writing by the Representative; and (ii) the Issuer shall perform or have performed all of its obligations required under or specified in this Purchase Contract and the Offering Statement to be performed at or prior to the Closing.

(b) The Bonds shall have been duly authorized, executed, authenticated and delivered in accordance with the provisions of the Bond Indenture. The Note shall have been authenticated by the Mortgage Indenture Trustee in accordance with the provisions of the Mortgage Indenture.
(c) The Representative may terminate this Purchase Contract by notification to the Issuer and the Company if at any time subsequent to the date hereof and at or prior to the Closing:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or introduced in or reported out of a committee of or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairmen or Ranking Members of the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means, or legislation shall have been proposed for consideration by either such Committee by any member thereof, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States of America or the Tax Court of the United States shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made, with respect to federal taxation of revenues or other income of the general character expected to be derived by the Issuer under the Financing Agreement or upon interest received on securities of the general character of the Bonds or which would have the purpose or effect of changing directly or indirectly the federal income tax consequences of interest on securities of the general character of the Bonds in the hands of the holders thereof, which, in the reasonable opinion of the Representative, materially adversely affects the market price or marketability of the Bonds;

(ii) there shall have occurred any outbreak of hostilities or escalation of existing hostilities involving the United States or the declaration by the United States of a national emergency or war, any material disruption in financial markets, or any national or international calamity or crisis or an escalation thereof or any change in financial, political or economic conditions in the United States or elsewhere, the effect of such outbreak, escalation, disruption, declaration, calamity, crisis or change being such as, in the reasonable judgment of the Representative, would make it impracticable for the Underwriters to market any of the Bonds or to enforce contracts for the sale of any of the Bonds on the terms and in the manner contemplated by the Offering Statement;

(iii) there shall be in force a suspension or material limitation in trading in the Company’s or the Issuer’s securities or a general suspension or material limitation in trading in securities generally on or by the New York Stock Exchange or other national securities exchange as a result of an event affecting the national economy, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on or by, as the case may be, the foregoing entity,
whether by virtue of a determination by such exchange or by order of the SEC or any other governmental authority having jurisdiction;

(iv) a general banking moratorium shall have been declared by federal, New York, North Dakota or Wyoming authorities having jurisdiction or a material disruption in commercial banking or securities settlement or clearance services in the United States shall have occurred;

(v) there shall have been a material adverse change in the general affairs or in the financial position or net assets of the Company, as a whole, as described in the Offering Statement, except as set forth in or contemplated by the Offering Statement which, in the reasonable judgment of the Representative, materially adversely affects the market price or marketability of the Bonds;

(vi) legislation introduced in or enacted (or resolution passed) by either House of the Congress of the United States or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), the Exchange Act, the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"), or any rule or regulation promulgated under any such Acts, or that the issuance, offering, or sale of the Bonds or of obligations of the general character of the Bonds, as contemplated hereby or by the Offering Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(vii) (A) a downgrading shall have occurred in the rating accorded any of the Company's unenhanced debt securities by any "nationallly recognized statistical rating organization," as that term is defined by the SEC for purposes of Rule 436(g)(2) under the Securities Act, or (B) any such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's unenhanced debt securities;

(viii) in the reasonable judgment of the Representative, the market for the Bonds or of obligations of the general character of the Bonds shall be adversely affected because: (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental issuer or by any national securities exchange or (B) the New York Stock Exchange or other national securities exchange, or any governmental issuer, shall have imposed, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge of the net capital requirements of underwriters or broker-dealers;
(ix) any litigation shall be instituted, pending or to the Company’s or the Issuer’s knowledge, threatened to restrain or enjoin the issuance or sale of the Bonds or the validity thereof or materially adversely affecting the existence or powers of the Issuer;

(x) any event shall have occurred or shall exist which, in the reasonable opinion of the Representative, causes the Offering Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(xi) a supplement or amendment shall have been made to the Offering Statement subsequent to the date hereof which, in the reasonable judgment of the Representative, materially adversely affects the marketability of the Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the Bonds. For purposes of clauses (x) and (xi) of the immediately preceding sentence, “Offering Statement” shall mean the Offering Statement as initially prepared in definitive form and delivered on the date thereof and prior to any amendments or supplements thereto.

(d) At or prior to the Closing, no decision of any federal or state court and no ruling or regulation (final, temporary or proposed) of the SEC or any other governmental agency shall have been made or issued, and no legislation shall be enacted or actively considered for enactment, to the effect that (i) the Bonds or any other securities of the Issuer or of any similar body of the type contemplated by this Purchase Contract and the Letter of Representation, or the Note are subject to the registration requirements of the Securities Act (and there is no applicable exemption); or (ii) the qualification of the Bond Indenture or any other agreement in respect of the Bonds or any such securities is required under the Trust Indenture Act.

(e) At or prior to the Closing, the Underwriters shall receive the following documents:

(1) The documents identified in Section 5 hereof;

(2) An unqualified approving opinion of Orrick, Herrington & Sutcliffe LLP, as Bond Counsel ("Bond Counsel"), addressed to the Issuer and accompanied by a letter to the Underwriters stating that the Underwriters may rely upon such opinion as if it were addressed to the Underwriters, dated the Closing Date, substantially in the form attached as Appendix D to the Preliminary Offering Statement;

(3) Opinions, dated the Closing Date and addressed to the Underwriters, of (i) [Freudenthal & Bonds, P.C.], Counsel to the Issuer, substantially in the form attached hereto as Appendix B; (ii) Mark Foss, Esq., Senior Vice President & General Counsel of the Company, substantially in the form attached hereto as Appendix C; (iii) Bond Counsel, substantially in the form attached hereto as Appendix D; and (iv) Eversheds Sutherland (US) LLP, Counsel
to the Underwriters ("Counsel to the Underwriters"), substantially in the form attached hereto as Appendix E:

(4) A copy of the "blue sky" survey with respect to the Bonds;

(5) A certificate, dated the Closing Date, executed by the Chairman of the Board of County Commissioners of the Issuer to the effect that:

(i) each of the representations and warranties set forth in Section 6 hereof is true, accurate and complete in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) each of the agreements of the Issuer, as set forth in this Purchase Contract to be complied with at or prior to the Closing, has been complied with;

(iii) the Resolution has not been amended, modified, superseded or repealed, except for any amendments thereto that were approved in writing by the Representative, and is in full force and effect on the Closing Date; and

(iv) to the best of his knowledge, (A) no event affecting the Issuer has occurred since the date of the Disclosure Package which would cause the Disclosure Package to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading, and (B) no event affecting the Issuer has occurred since the date of the date of the Offering Statement which would cause Offering Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading;

(6) A certificate, dated the Closing Date, of the CEO & General Manager and the Senior Vice President & CFO of the Company, providing as follows:

(i) certifying that each of the representations and warranties set forth in paragraph 1 of the Letter of Representation is true, accurate and correct as if made on the Closing Date and that the Company has complied with all its agreements therein contained to be performed at or prior to the Closing Date;

(ii) certifying that as of the Closing Date there has been no material adverse change in the general affairs or in the financial position or net assets of the the Company as a whole, as shown in the Preliminary Offering Statement as of the Initial Sale Time and in the Offering Statement as of its date and as of the date of Closing, other than changes
disclosed by or contemplated in the Preliminary Offering Statement or the Offering Statement, as applicable, or in an amendment or supplement thereto; and

(iii) stating that they have examined the Disclosure Package and the Offering Statement and that, to the best of their knowledge after reasonable inquiry, (i) the Disclosure Package did not as of the Initial Sale Time and (ii) the Offering Statement did not as of its date, and does not as of the date of the Closing, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(7) A certificate of a duly authorized officer of the Bond Trustee, dated the Closing Date and in form and substance satisfactory to the Underwriters, to the effect that:

(i) it is duly organized and validly existing in good standing under the laws of the United States and has full corporate right, power and authority to execute the Bond Indenture;

(ii) the Bond Indenture has been duly authorized, executed and delivered by the Bond Trustee;

(iii) the Bond Indenture is a valid, legal and binding obligation of the Bond Trustee, enforceable in accordance with its terms; and

(iv) the Bonds have been duly authenticated and delivered by the Bond Trustee;

(8) A certificate of a duly authorized officer of the 2009 Trustee, dated the Closing Date and in form and substance satisfactory to the Underwriters, to the effect that:

(i) it is duly organized and validly existing in good standing under the laws of the United States and has full corporate right, power and authority to execute the Escrow Agreement;

(ii) the Escrow Agreement has been duly authorized, executed and delivered by the 2009 Trustee; and

(iii) the Escrow Agreement is a valid, legal and binding obligation of the 2009 Trustee, enforceable in accordance with its terms;
(9) The opinion, dated the Closing Date, addressed to the Underwriters and the Company, of [Dorsey & Whitney LLP], Counsel to the Bond Trustee, in substantially the form set forth as Appendix F hereto;

(10) An agreement dated the Closing Date, by and between the Company and the Bond Trustee, to the effect that, on the basis of the facts, estimates, and circumstances in effect on the date of delivery of the Bonds, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of section 148 of the Code;

(11) Other certificates as to arbitrage and other federal tax matters executed by the Issuer and the Company, in form and substance satisfactory to Bond Counsel, including an Information Return for Tax-Exempt Bond Issues (the Internal Revenue Service Form 8038-G) in a form satisfactory to Bond Counsel for filing;

(12) An executed counterpart or photocopy thereof of the Issuer’s Blanket Issuer Letter of Representations (the “DTC Letter of Representation”);

(13) Evidence satisfactory to the Underwriter that, as of the Closing Date, the Bonds are rated “[.]” by Moody’s Investors Service, Inc., “[.]” by Standard & Poor’s Rating Group and “[.]” by Fitch Ratings; and

(14) Evidence that (i) the Refunded Bonds will be defeased in accordance with the terms of the 2009 Bond Indenture on the Closing Date and (ii) the 2009 Trustee has received, or will receive on the Closing Date, unconditional and irrevocable instructions to redeem the Refunded Bonds in whole for redemption, payment and discharge on July 15, 2019, and to give all notices and take all other actions required in connection with such redemption under the 2009 Bond Indenture; and

(15) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative or Bond Counsel or Counsel to the Underwriters may reasonably request to evidence compliance by the Issuer and the Company with legal requirements, the truth and accuracy, as of the Closing Date, of all representations herein contained and the due performance or satisfaction by the Issuer and the Company at or prior to such date of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Purchase Contract.

If the Issuer or the Company shall be unable to satisfy on the Closing Date the conditions to the obligations of the Underwriters contained in this Purchase Contract in Section 8, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be terminated by the Representative, and upon such termination, the Underwriters and the Issuer shall not have any further obligations hereunder, except for the respective obligations set forth in Section 10 hereof.
8. **Blue Sky Qualification.** The Issuer covenants with the Representative to cooperate with it and with the Company in qualifying the Bonds for offer and sale under the securities or “blue sky” laws of such jurisdictions of the United States of America as the Representative may request; provided that in no event shall the Issuer be obligated to take any action which would subject it to general service of process in any jurisdiction where it is not now so subject. It is understood that the Issuer is not responsible for compliance with or the consequences of failure to comply with applicable “blue sky” laws. The Issuer will notify the Representative immediately of receipt by the Issuer of any written notification with respect to the suspension of the qualification of Bonds for sale in any jurisdictions or the initiation or threat of any proceeding for that purpose.

9. **Expenses.** The Underwriters shall be under no obligation to pay any fees or expenses incident to the performance of the Issuer’s obligations hereunder, including, but not limited to, (i) the cost of printing and preparation for printing or other reproduction of each of the 2019 Financing Documents, the Disclosure Package, the Offering Statement and the cost of preparing the definitive Bonds; (ii) the fees and disbursements of Bond Counsel, Counsel to the Underwriters, accountants, and any other experts, attorneys or consultants retained by the Issuer or the Company; (iii) the fees of bond rating agencies in connection with the Bonds; (iv) the fees and expenses of the Bond Trustee and any agent of the Bond Trustee and the fees and disbursements of counsel for the Bond Trustee in connection with the Bond Indenture and the Bonds; (v) costs related to the Escrow Agreement and defeasance of the 2009 Bonds; and (vi) all other costs and expenses incidental to the performance of the Company’s obligations hereunder which are not otherwise specifically provided for in this Section. The fees, costs and expenses set forth in the immediately preceding sentence will be paid by the Company pursuant to the Letter of Representation. The Underwriters shall pay all advertising expenses in connection with the public offering of the Bonds, and all other expenses incurred by it in connection with the public offering and distribution of the Bonds.

10. **Underwriters Not Fiduciaries.** The Issuer acknowledges and agrees that the primary role of the Underwriters is to purchase securities for resale to investors in an arm’s length commercial transaction among the Issuer, the Company and the Underwriters, and the Underwriters have financial and other interests that differ from those of the Issuer. The Underwriters are acting as principals hereunder and not as agents or fiduciaries to the Issuer. The Underwriters are not acting and have not acted as a municipal advisor or financial advisor to any party with respect to this Purchase Contract. Each of the Underwriters’ engagement in the transactions described herein and in the 2019 Financing Documents, and all discussions and undertakings leading up thereto, is solely as an underwriter; such engagement shall not be, or shall not be construed to be, in any other capacity. The Issuer hereby acknowledges and agrees that it is solely responsible for making its own judgments in connection with the transactions described herein and in the 2019 Financing Documents, regardless of whether the Underwriters have advised or are currently advising the Issuer on any other matters, whether or not related to such transactions, and the Issuer has consulted its own legal, financial and other advisors to the extent it deemed appropriate.

11. **Establishment of Issue Price.** [Remove bracketed language in § 12 unless the hold-the-offering-price rule applies.]
(a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix G, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) [Except as otherwise set forth in Schedule I to Appendix G hereto,] the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Representative shall report to the Issuer the price or prices at which the Underwriters have sold to the public each maturity of Bonds. [Remove if 10% test has been satisfied prior to execution:] If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriters' reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, the Issuer or Bond Counsel.] For purposes of this Section 12, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I to Appendix G, except as otherwise set forth therein. Schedule I to Appendix G also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.
The Representative will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(1) (A) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires;

(2) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(3) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public;

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the
Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public;

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value
of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other; and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

12. Representative. The Underwriters have heretofore designated the undersigned as their Representative. The undersigned Representative hereby represents and warrants that that it has been duly authorized to execute this Purchase Contract and to act in all other respects on behalf of the Underwriters.

13. Notices. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing, in person or by certified or registered mail, return receipt requested, (such notice or communication to be deemed effective when received), to [Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716, Attention: Administrative Director of the Board of County Commissioners, or by facsimile (such notice to be deemed effective when sent) to the attention of the Administrative Director of the Board of County Commissioners of Campbell County, Wyoming at (307) 681-6325], and any such notice or other communication to be given to the Underwriters may be given by delivering the same in writing, in person or by certified or registered mail, return receipt requested (such notice or communication to be deemed effective when received) to KeyBanc Capital Markets Inc. at [227 W Monroe Street, 17th Floor, Chicago, Illinois 60606], or by facsimile (such notice to be deemed effective when sent) to the attention of [Kurtis Holle] at [●]. All notices or communications hereunder by any party shall be given and served upon each other party. Any notice or communication to be given to the Company under this Purchase Contract may be given by delivering the same in writing, in person or by certified or registered mail, return receipt requested, (such notice or communication to be deemed effective when received), to the Company at [1717 East Interstate Avenue, Bismarck, North Dakota 58503, Attention: Senior Vice President and Chief Financial Officer or by facsimile (such notice to be deemed effective when sent) to the attention of the Senior Vice President and Chief Financial Officer at (701) 224-5357].

14. Miscellaneous. This Purchase Contract shall constitute the entire agreement between the Issuer and the Underwriters with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties regarding the transactions contemplated by this Purchase Contract and the process leading thereto. This Purchase Contract is made solely for the benefit of the Issuer, the Underwriters (including the successors or assigns of the Underwriters), and the Company. The Company is an intended third-party beneficiary hereof and shall have any rights afforded to a party hereof. No person, partnership or corporation other than the Issuer, the Underwriters and the Company shall acquire or have any right hereunder or by virtue hereof. All representations and agreements of the Issuer in this Purchase Contract shall survive the Closing and shall remain operative and in full force.
and effect, regardless of (a) any investigation made by or on behalf of the Underwriters, (b) delivery of and payment for the Bonds pursuant to this Purchase Contract, and (c) any termination of this Purchase Contract but, in the case of this clause (c), only to the extent provided by Section 10 hereof.

15. **Amendments.** This Purchase Contract may not be amended without the written consent of the Company, the Issuer and the Representative.

16. **Counterparts.** This Purchase Contract may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

17. **Waiver of Right to Jury Trial.** Each of the Issuer and the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Purchase Contract or the transactions contemplated hereby.

18. **Governing Law.** The validity, interpretation and performance of this Purchase Contract shall be governed by and construed in accordance with the laws of the State of New York.

[Signatures begin on the following page.]
Very truly yours,

KEYBANC CAPITAL MARKETS INC.
as Representative of the Underwriters

By: ________________________________
    Name:
    Title:

[Signature Page to Bond Purchase Contract]
Accepted by Campbell County, Wyoming pursuant to a resolution of the Board of County Commissioners of Campbell County, Wyoming adopted at Gillette, Wyoming on April 2, 2019.

By:

Chairman of the Board of County Commissioners
of Campbell County, Wyoming
SCHEDULE 1

UNDERWRITERS

KeyBanc Capital Markets Inc., as representative
Merrill Lynch, Pierce, Fenner & Smith Incorporated
PNC Capital Markets LLC
Board of County Commissioners
of Campbell County, Wyoming
Gillette, Wyoming

KeyBanc Capital Markets Inc.,
as representative of the Underwriters
227 W Monroe Street, 17th Floor
Chicago, Illinois 60606

Gentlemen:

Basin Electric Power Cooperative (the "Company"), in order to induce KeyBanc Capital Markets Inc. (the "Representative"), acting on behalf of itself and the other underwriters listed on Schedule 1 to the Purchase Contract (collectively, the "Underwriters"), and Campbell County, Wyoming (the "Issuer") to enter into a Purchase Contract dated the date hereof (the "Purchase Contract") relating to the purchase by the Underwriters from the Issuer of [$150,000,000] aggregate principal amount of Campbell County, Wyoming Solid Waste Facilities Revenue Bonds, 2019 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities) (the "Bonds") does hereby execute and deliver this Letter of Representation. Capitalized terms used herein, if not otherwise defined herein, shall have the meanings assigned to such terms in the Purchase Contract, and, if not defined therein, in the Preliminary Offering Statement.

The Bonds will be issued under and pursuant to a Trust Indenture dated as of April 15, 2019 (the "Bond Indenture"), by and between the Issuer and U.S. Bank National Association, as trustee (the "Bond Trustee"). The proceeds of the Bonds will be paid to U.S. Bank National Association, as trustee (the “2009 Trustee”) under the Trust Indenture, dated as of July 1, 2009 (the “2009 Indenture”), by and between the Issuer and the 2009 Trustee, pursuant to which the Issuer’s $150,000,000 aggregate principal amount of Campbell County, Wyoming Solid Waste Facilities Revenue Bonds, 2009 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities) (the “Refunded Bonds”) were issued. The proceeds of the Bonds will be used to
refund the Refunded Bonds in accordance with the terms of the 2009 Indenture, pursuant to an
Escrow Agreement, dated as of May [●], 2019, between the Issuer, the Company and the 2009
Trustee (the “Escrow Agreement”), providing for the defeasance of the Refunded Bonds on the
Closing Date and the redemption of the Refunded Bonds on July 15, 2019. [If applicable: A
portion of the proceeds of the Bonds will also be used to pay the costs of issuance of the Bonds.]
The proceeds of the Refunded Bonds were used to finance a portion of the costs associated with
the acquisition, construction and installation of certain solid waste disposal and sewage facilities
at the Company’s Dry Fork Station, located in Campbell County, Wyoming, as described in the
Preliminary Offering Statement.

The payment by the Issuer of a portion of the proceeds of the Bonds to the 2009 Trustee
on behalf of the Company is provided for by the provisions of the Loan Agreement, dated as of
April 15, 2019 (the “Financing Agreement”), between the Issuer and the Company, and the
obligations thereunder to repay the principal amount of the Bonds when due at maturity and
interest on the Bonds when due shall be evidenced by a note of the Company dated the date of
issuance of the Bonds (the “Note”). The Note will be in the form specified in the Supplemental
Indenture (as hereinafter defined) and the Financing Agreement and will be an Obligation
secured under the Amended and Restated Indenture, dated as of May 5, 2015, between the
Company and U.S. Bank National Association, as trustee (the “Mortgage Indenture Trustee”)
as heretofore supplemented or amended, including as supplemented by the Thirty-Eighth
Supplemental Indenture, dated as of April 15, 2019 (the “Supplemental Indenture”), between
the Company and the Mortgage Indenture Trustee (the “Mortgage Indenture”).

The Company and the Issuer have caused to be prepared the following information: (a)
the Preliminary Offering Statement, dated April 24, 2019, relating to the Bonds (together with
the appendices thereto, the “Preliminary Offering Statement”) and (ii) the Pricing Supplement
attached as Exhibit A hereto (the “Pricing Supplement”), The Preliminary Offering Statement,
together with the Pricing Supplement, is referred to herein as the “Disclosure Package.” The
final Offering Statement relating to the Bonds, together with the appendices attached thereto, is
referred to as the “Offering Statement.”

1. Representations, Warranties and Covenants of the Company. In consideration
of the execution and delivery of the Purchase Contract, the Company represents, warrants and
covenants to and with the Underwriters and the Issuer as follows:

(a) The Preliminary Offering Statement, as of its date, and the Disclosure
Package as of [__:00 p.m.], New York City time, on [●], 2019 (the “Initial Sale Time”),
did not include any untrue statement of a material fact or omit to state any material fact
necessary to make the statements therein, in the light of the circumstances under which
they were made, not misleading. The representations and warranties in this Section 1(a)
shall not apply to information contained in or omitted from the Disclosure Package (or
any supplement or amendment thereto) in reliance upon information furnished to the
Company in writing by or on behalf of the Underwriters expressly for use in the
Preliminary Offering Statement under the heading [“UNDERWRITING”]. The Company
agrees to furnish the Offering Statement, in form and substance satisfactory to the
Representative, to the Underwriters within seven (7) business days of the date hereof but

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in no event later than three (3) business days prior to the Closing Date. The Company has duly authorized the Underwriters to use the Disclosure Package and the Offering Statement in connection with the public offering and sale of the Bonds and transactions contemplated by the Preliminary Offering Statement and Offering Statement.

(b) The Company has full legal right, power and authority to execute, deliver and perform its obligations under this Letter of Representation, the Mortgage Indenture, the Supplemental Indenture, the Financing Agreement, the Continuing Disclosure Agreement (in substantially the form attached as [Appendix D] to the Preliminary Offering Statement), the Tax Certificate and Agreement, the Note and the Escrow Agreement (collectively, the “Company Documents”). As of the date hereof, this Letter of Representation and the Mortgage Indenture (excluding the Supplemental Indenture) are, and as of the Closing, the Mortgage Indenture (as supplemented by the Supplemental Indenture), the Financing Agreement, the Continuing Disclosure Agreement (in substantially the form attached as an [Appendix D] to the Preliminary Offering Statement), the Tax Certificate and Agreement, the Note and the Escrow Agreement will have been, duly authorized, executed and delivered by the Company (and in the case of the Note, duly authenticated by the Mortgage Indenture Trustee pursuant to the terms of the Mortgage Indenture), will be in or are in full force and effect and will or do constitute the legal, valid and binding obligations of the Company enforceable in accordance with their respective terms (except as the enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting enforcement of creditors’ rights and by equitable rights where equitable remedies are sought and except that rights to indemnity and remedies for breach of representations and warranties relating to the Disclosure Package or the Offering Statement may be limited under the federal securities laws or other applicable laws), and in the case of the Note, will be entitled to the benefits provided by the Mortgage Indenture. The Company Documents will conform to the descriptions thereof in the Disclosure Package and the Offering Statement and will be in substantially the form previously delivered to the Underwriters.

(c) Consummation of the transactions contemplated by, and performance by the Company under, the Company Documents will not conflict with, violate, or result in a breach of any of the provisions of, or constitute a default under (i) the Company’s Articles of Incorporation, as amended, or its Bylaws, as amended, or (ii) any agreement or instrument to which, or any law, administrative regulation or court decree by which, the Company is bound, except in the case of clause (ii) above, for any such violation, breach or default that would not individually or in the aggregate, be reasonably expected to have a material adverse effect on the current or future financial position, patronage capital, margins or results of operations of the Company and its subsidiaries taken as a whole or on the performance by the Company of its obligations under the 2019 Financing Documents (a “Material Adverse Effect”).

(d) During the Update Period, if any event shall occur which in the reasonable opinion of the Representative would cause the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and if in the reasonable opinion of the
Representative such event requires the preparation and publication of a supplement or amendment to the Offering Statement, the Company will assist in amending or supplementing the Offering Statement in a form and manner approved by the Representative and Bond Counsel so that the Offering Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that all expenses incurred in connection with any such supplement or amendment will be paid by the Company. The Company agrees to notify the Representative of any event of the type described in this paragraph of which it has knowledge.

(e) The Offering Statement does not as of its date and will not as of the Closing Date contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to information contained in or omitted from the Offering Statement (or any supplement or amendment thereto) in reliance upon information furnished to the Company in writing by or on behalf of an Underwriter expressly for use in the Offering Statement under the heading ["UNDERWRITING."]

(f) Except as contemplated herein or as contemplated or set forth in the Disclosure Package, or as the result of operations in the ordinary course of business as described in the Disclosure Package, the Company, subsequent to the dates as of which information is given in the Disclosure Package and as of the date on which the representation with respect to this paragraph is being made (being the date of this Letter of Representation and, pursuant to clause 5(i) of paragraph (e) of Section 8 of the Purchase Contract, the Closing Date), has not incurred any material liabilities or obligations, direct or contingent; and, except as contemplated or set forth in the Disclosure Package, subsequent to the dates as of which information is given in the Disclosure Package and as of the date on which the representation with respect to this paragraph is being made, there has been no material adverse change in the condition, financial or otherwise, of the Company and its subsidiaries, taken as a whole.

(g) The Company will not, prior to the Closing Date, offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, except in the ordinary course of business, without the prior written approval of the Representative.

(h) The Company shall not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(i) The Company has been duly incorporated and is now validly existing and in good standing as an electric cooperative corporation under the laws of the State of North Dakota. Each subsidiary of the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation. Each of the Company and its subsidiaries has the power and authority
(corporate and other) to own its properties and conduct its business as described in the Disclosure Package and the Offering Statement, and has been duly qualified as a foreign corporation in each jurisdiction in which such qualification is required and is in good standing under the laws of each such jurisdiction or is not subject to any material liability or disability by reason of the failure to be so qualified in any such jurisdiction.

(j) All of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims.

(k) [Except as disclosed in the Preliminary Offering Statement,] there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any judicial or administrative court or governmental agency or body, state, federal or other, pending, other than as described in the Disclosure Package, or known to the Company to be threatened against or affecting the Company, nor to the best of the Company’s knowledge is there any meritorious basis therefor, wherein an unfavorable decision, ruling or finding would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) The Company will cause the proceeds from the sale of the Bonds to be applied as provided for in the Bond Indenture, the Financing Agreement, the Escrow Agreement and as contemplated by the Offering Statement.

(m) All consents, licenses, approvals, authorizations, permits and orders of any governmental authority, board, agency or commission or filings or registrations with any governmental authority of the State of North Dakota or the United States of America required in connection with, or the absence of which would materially adversely affect the execution and delivery by the Company of, the Company Documents, the performance by the Company of its obligations thereunder and of the transactions contemplated in the Disclosure Package, except as described in the Disclosure Package, and the issuance and sale of the Bonds, have been obtained or made and are in full force and effect; provided, however, that no representation is made concerning compliance with the federal securities laws or the securities or “blue sky” laws of the various jurisdictions of the United States of America.

(n) Neither the Company nor any of its subsidiaries is currently in violation of its Articles of Incorporation or Bylaws, or similar organizational documents, or in default in the performance or observance of any material obligation, covenant or condition contained in any material agreement, indenture, mortgage, lease, deed of trust, resolution, note agreement or other agreement or instrument to which it is a party or by which it or any of its properties may be bound.

(o) The Company will notify the Representative if, prior to the Closing Date, any event occurs which, in the judgment of the Company, makes the Disclosure Package or the Offering Statement contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the
circumstances under which they were made, not misleading, and the Company will use its best efforts to change the Disclosure Package or the Offering Statement so that it does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading.

(p) The Company will diligently cooperate with the Representative to qualify the Bonds for offer and sale under the securities or “blue sky” laws of such jurisdictions as the Representative may request; provided that in no event shall the Company be obligated to qualify to do business in any jurisdictions where it is not now so qualified or to take any action which would subject it to the general service of process in any jurisdictions where it is not now so subject. The Company will not be responsible for compliance with or the consequences of failure to comply with applicable “blue sky” laws. The Company will notify the Representative immediately of receipt by the Issuer of any written notification with respect to the suspension of the qualification of Bonds for sale in any jurisdictions or the initiation or threat of any proceeding for that purpose.

(q) The Company will pay the reasonable expenses to be paid by it pursuant to Section 10 of the Purchase Contract (subject to the terms and conditions set forth therein). [On the Closing Date, the Company agrees to pay to the Representative, acting on behalf of the Underwriters, $[●] for the Underwriters’ services as Underwriters of the Bonds, by wire transfer or a check payable in immediately available funds.]

(r) The Preliminary Offering Statement was, as of its date, deemed “final,” within the meaning of Rule 15c2-12 (“Rule 15c2-12”) promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), by the Company on behalf of the Issuer as of the date thereof and as of the date hereof, and is deemed to be a “final official statement” within the meaning of Rule 15c2-12. The Company agrees to provide the Underwriters electronic versions of the Disclosure Package and print copies and electronic versions of the Offering Statement in “designated electronic format” (as defined in MSRB Rule G-32) and in sufficient quantity to permit the Underwriters to comply with Rule 15c2-12 and other applicable rules of the SEC and the MSRB, within seven business days of the date hereof and in sufficient time to accompany any confirmation requesting payment from any customer.

(s) Except as described in the Preliminary Offering Statement, the Company is in compliance with all of its continuing disclosure undertakings entered into pursuant to Rule 15c2-12 and has not failed to comply with such undertakings during the last five (5) years.

(t) The consolidated audited financial statements of the Company for the fiscal years ended December 31, 2017 and December 31, 2018 contained in Appendix A to the Preliminary Offering Statement and the Offering Statement, and all other financial information regarding the Company and its subsidiaries in the Preliminary Offering Statement and the Offering Statement, present fairly the consolidated financial position of the Company as of the dates indicated and the results of its operations and changes in cash flows for the periods specified. Such audited financial statements have been
prepared in conformity with generally accepted accounting principles consistently applied, and, except as noted in the Preliminary Offering Statement and in the Offering Statement, the other historical financial information set forth in the Preliminary Offering Statement and the Offering Statement has been presented on a basis consistent with that of the audited financial statements included in the Preliminary Offering Statement and in the Offering Statement. There has been no material adverse change in the condition, financial or otherwise, of the Company and its subsidiaries, taken as a whole, since December 31, 2018, from that set forth in the financial statements, as of an for the period ended that date, except as disclosed in in the Preliminary Offering Statement and the Offering Statement.

(u) The Mortgage Indenture (excluding the Supplemental Indenture) constitutes, and when the Supplemental Indenture is executed and delivered by the Company and the Mortgage Indenture Trustee and filed and recorded, the Mortgage Indenture will constitute, a direct and valid lien upon all of the properties and assets of the Company specifically or generally described or referred to in the Mortgage Indenture as being subject to the lien thereof, subject only to the exceptions referred to in the Mortgage Indenture, and will create a similar lien upon all properties and assets acquired by the Company after the date hereof which are required to be subjected to the lien of the Mortgage Indenture, when acquired by the Company, subject only to the exceptions referred to in the Mortgage Indenture and free from all other prior liens, charges and encumbrances subject, as to real property, to the recordation of a supplement to the Mortgage Indenture describing such after-acquired property. The descriptions of all such properties and assets contained in the granting clauses of the Indenture are correct and adequate for the purposes of the Mortgage Indenture. The Mortgage Indenture (excluding the Supplemental Indenture) has been duly recorded as a mortgage and deed of trust of real estate, and any required filings (other than with respect to filing the Supplemental Indenture) with respect to personal property and fixtures subject to the lien of the Mortgage Indenture have been duly made in each place in which such recording or filing is required to protect, preserve and perfect the lien of the Mortgage Indenture, and all taxes and recording and filing fees required to be paid with respect to the execution, recording or filing of the Mortgage Indenture, the filing of financing statements related thereto and similar documents and the transactions contemplated by the Purchase Contract, this Letter of Representation, the Disclosure Package and the Offering Statement (other than with respect to filing the Supplemental Indenture) have been paid. The Supplemental Indenture will be duly recorded or filed on or prior to the Closing Date in the real and personal property records in each place in which the Mortgage Indenture (excluding the Supplemental Indenture) has been recorded or filed and in all other places required to protect, preserve and perfect the lien of the Mortgage Indenture, and all taxes and recording and filing fees required to be paid with respect to the execution, recording or filing of the Supplemental Indenture will be paid.

(v) The Company and its subsidiaries have good and marketable title to all real property and good title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described or referred to in the Disclosure Package and the Offering Statement, including as permitted under the Mortgage Indenture, or such as do not materially affect the value of such property and do
not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are described or referred to in the Disclosure Package and the Offering Statement, including as permitted under the Mortgage Indenture, or are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries; no notice has been given to the Company or its subsidiaries by any governmental authority of any proceeding to condemn or otherwise acquire any of the property of the Company or its subsidiaries and to the best of the Company’s knowledge, no such proceeding is contemplated.

(w) Any certificate signed by an authorized officer of the Company and delivered to the Underwriters shall be deemed a representation and warranty of the Company to the Underwriters as to the statements made therein.

2. **Acceptance by the Issuer.** The acceptance and confirmation of this Letter of Representation by the Issuer shall constitute a representation and warranty by the Issuer to the Company that the representations and warranties contained in Section 6 of the Purchase Contract are true as of the date hereof and will be true in all material respects as of the Closing Date, as if made on the Closing Date.

3. **Indemnification.**

(a) The Company agrees to indemnify and hold harmless the Underwriters, and each person, if any, who controls the Underwriters within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act") or Section 20 of the Exchange Act (each of the Underwriters and any such controlling person, an "Indemnified Party"), and the Issuer, to the extent permitted under applicable law, against any and all losses, claims, damages, liabilities and expenses (including reasonable costs of investigation) arising out of or based on (i) the failure to register any security under the Securities Act or to qualify any indenture under the Trust Indenture Act of 1939, as amended, in connection with the offering of the Bonds or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Disclosure Package or the Offering Statement, or in any amendment or supplement thereto, arising out of or based on any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses arising out of or based on any such untrue statement or omission or allegation thereof in reliance upon and in conformity with written information furnished to the Company by an Underwriter expressly for use in the Disclosure Package and the Offering Statement under the heading ["UNDERWRITING"].

(b) If any action or claim (including any governmental investigation) shall be brought or asserted against any Indemnified Party, or the Issuer, based upon the Disclosure Package or Offering Statement or any amendment or supplement thereto, and in respect of which indemnity may be sought from the Company pursuant to subsection (a) hereof, such Indemnified Party or the Issuer, as the case may be, shall promptly notify
the Company in writing, and the Company shall assume the defense thereof, including the employment of counsel and the payment of all expenses; provided, however, that the failure to so notify the Company (i) will not relieve the Company from its liability unless and to the extent it did not learn of such action or claim (or investigation) and such failure results in the forfeiture by the Company of substantial rights and defenses and (ii) will not, in any event, relieve the Company from any obligations to the Indemnified Party other than the indemnification obligation. Such Indemnified Party or the Issuer, as the case may be, shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or the Issuer, as the case may be, unless (i) the employment thereof has been specifically authorized by the Company, (ii) the Company has failed to assume the defense or to employ counsel reasonably satisfactory to the Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include both such Indemnified Party or the Issuer and the Company, and representation of such Indemnified Party or the Issuer and the Company by counsel representing the Company would be inappropriate due to actual or potential differing interests between the Company and the other named party (in which case the Company shall not have the right to assume the defense of such action on behalf of the Indemnified Party or the Issuer, it being understood, however, that the Company shall not, in connection with any one such action or separate but substantially similar or related actions arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys at any point in time for the Indemnified Parties, and one separate firm of attorneys for the Issuer, which respective firms shall be designated in writing by the Indemnified Party and the Issuer). The Company shall not be liable for any settlement of any such action effected without its consent (which consent shall not be unreasonably withheld), but if settled with the consent of the Company or if there is a final judgment for the plaintiff in any such action, the Company will indemnify and hold harmless any indemnified person from and against any loss or liability by reason of such settlement or judgment. The Company shall not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by the Indemnified Party, unless such settlement (i) includes an unconditional release of the Indemnified Party from any liability or claims that are the subject matter of such proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of the Indemnified Party.

(c) The Underwriters agree to indemnify and hold harmless the Company and the Issuer to the same extent as the foregoing indemnity from the Company to the Underwriters and the Issuer, but only with respect to written information furnished by the Representative to the Company expressly for use in the Disclosure Package and the Offering Statement under the heading “UNDERWRITING”. If any action or claim shall be brought against the Company or the Issuer based upon the Disclosure Package and the Offering Statement and in respect of which indemnity may be sought against the Underwriters, the Underwriters shall have the rights and duties given to the Company; and the Company or the Issuer, as the case may be, shall have the rights and duties given
to the Underwriters by subparagraph (b) hereof. The indemnity agreement of this subparagraph (c) shall extend upon the same terms and conditions to each officer and director of the Company or the Issuer, as applicable, and to each person, if any, who controls the Company or the Issuer, as applicable, within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act.

(d) If the indemnification provided for in this Section is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (c) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other, from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (b), then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company, on the one hand, and the Underwriters, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. For the avoidance of doubt, any Indemnified Party shall be entitled to the same contribution rights under this subsection (d) as the associated Underwriter, and its relative benefits and relative fault shall be the same as the relative benefits and relative fault of the associated Underwriter. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other, shall be deemed to be in the same proportion as the total net proceeds from the sale of the Bonds (before deducting expenses) received by the Company bear to the Underwriters’ discount on the sale of the Bonds. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or an Underwriter, on the other, and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim (which shall be limited as provided in subsection (b) above if the indemnifying party has assumed the defense of any such action in accordance with the provisions thereof). Notwithstanding the provisions of this subsection (d), each Indemnified Party shall not be required to contribute any amount in excess of (i) the associated Underwriter’s compensation under the Purchase Contract less (ii) the amount of any damages which such Indemnified Party has otherwise been required to pay by

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reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(e) The indemnity agreements contained in this Section 3 shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriters or any person so controlling an Underwriter or by or on behalf of the Company or by or on behalf of the Issuer. A successor of an Underwriter, the Company or the Issuer, as the case may be, shall be entitled to the benefits of the indemnity and reimbursement agreements contained in this Section 3; the term "successor" shall not include any purchaser of Bonds from an Underwriter merely because of such purchase.

4. Termination by Underwriters. The Representative agrees that, if the Purchase Contract is terminated pursuant to Section 8 thereof, the Company shall not have any further obligations to the Underwriters under this Letter of Representation other than as set forth in the first sentence of clause (q) of Section 1 hereof.

5. Parties. This Letter of Representation is made solely for the benefit of the Issuer and its directors, officers and agents, the Underwriters, persons controlling the Underwriters, and the Company and its directors and officers or any person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, and their respective successors and assigns, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue hereof. The terms "successors" and "assigns" shall not include any purchaser of Bonds from an Underwriter merely because of such purchase.

6. Authorization of Transactions. The execution and delivery of this Letter of Representation by the Company shall constitute the Company’s approval of and consent to the Issuer’s entering into, acceptance and execution of the Purchase Contract and performance thereunder.

7. Notices. Any notice or other communication to be given to the Company under this Letter of Representation may be given by delivering the same in writing, in person or by certified or registered mail, return receipt requested (such notice or communication to be deemed effective when received) to the Company at [1717 East Interstate Avenue, Bismarck, North Dakota, 58503, Attention: Senior Vice President and Chief Financial Officer, or by facsimile (such notice to be deemed effective when sent) to the attention of the Chief Executive Officer of the Company at (701) 224-5357]. Any notice or other communication to be given to the Underwriter under this Letter of Representation may be given by delivering the same in writing, in person or by certified or registered mail, return receipt requested (such notice or communication to be deemed effective when received) to KeyBanc Capital Markets Inc. at [227 W Monroe Street, 17th Floor, Chicago, Illinois 60606], or by facsimile (such notice to be deemed effective when sent) to the attention of [Kurtis Holle] at [●], and any notice or communication to be given to the Issuer under this Letter of Representation may be given by delivering the same in writing, in person or by certified or registered mail, return receipt requested (such notice or communication to be deemed effective when received), at [Campbell
County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716, Attention: Administrative Director of the Board of County Commissioners, or by facsimile (such notice to be deemed effective when sent) to the attention of the Administrative Director of the Board of County Commissioners of Campbell County, Wyoming at (307) 681-6325]. The Company, the Issuer and the Underwriters shall each be fully entitled to rely upon notice given pursuant to this Paragraph and to act thereon.

8. **Effectiveness; Termination Generally; Survival.** This Letter of Representation shall become effective upon execution hereof and the effectiveness of the Purchase Contract referred to herein. It shall terminate upon termination of the Purchase Contract. The Company’s representations and warranties contained herein shall survive the Closing and shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriters, (b) delivery of and payment for the Bonds, and (c) any termination of the Purchase Contract or this Letter of Representation, but, in the case of this clause (c), only to the extent provided by the first sentence of subsection (q) of Section 1 hereof.

9. **Underwriters Not Fiduciaries.** The Company acknowledges and agrees that the primary role of the Underwriters is to purchase securities for resale to investors in an arm’s length commercial transaction among the Issuer, the Company and the Underwriters, and the Underwriters have financial and other interests that differ from those of the Company. The Underwriters are acting as principals hereunder and not as agents of or fiduciaries to the Company. The Underwriters are not acting and have not acted as a municipal advisor or financial advisor to any party with respect to the Purchase Contract and the transactions contemplated thereby. Each of the Underwriters’ engagement in the transactions described herein and in the 2019 Financing Documents, and all discussions and undertakings leading up thereto, is solely as an underwriter; such engagement shall not be, or shall not be construed to be, in any other capacity. The Company hereby acknowledges and agrees that it is solely responsible for making its own judgments in connection with the transactions described herein and in the 2019 Financing Documents, regardless of whether the Underwriters have advised or are currently advising the Company on any other matters, whether or not related to such transactions, and the Company has consulted its own legal, financial and other advisors to the extent it deemed appropriate.

10. **Counterparts.** This Letter of Representation may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

11. **Waiver of Right to Jury Trial.** The Company and the Underwriters hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Letter of Representation, the Purchase Contract or the transactions contemplated hereby.
12. **Governing Law.** The validity, interpretation and performance of this Letter of Representation shall be governed by and construed in accordance with the laws of the State of New York.

[Signatures begin on the following page.]
Very truly yours,

BASIN ELECTRIC POWER COOPERATIVE

By: 
Paul M. Sukut 
Chief Executive Officer and General Manager

Accepted and confirmed as of the
date first above written

KEYBANC CAPITAL MARKETS INC.
as Representative of the Underwriters

By: 
Name: 
Title: 

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Accepted by Campbell County, Wyoming pursuant to a resolution of the Board of County Commissioners of Campbell County, Wyoming adopted at Gillette, Wyoming on [__________], 2019.

By: ____________________________

Chairman of the Board of County Commissioners of Campbell County, Wyoming
## Exhibit A

### Pricing Supplement

<table>
<thead>
<tr>
<th><strong>Issuer:</strong></th>
<th>Campbell County, Wyoming</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Obligor:</strong></td>
<td>Basin Electric Power Cooperative</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>[●], 2019</td>
</tr>
<tr>
<td><strong>Settlement:</strong></td>
<td>It is expected that the Bonds in book-entry form through DTC will be ready for delivery in New York, New York on or about May [●], 2019.</td>
</tr>
<tr>
<td><strong>Security Type:</strong></td>
<td>Solid Waste Facilities Revenue Bonds, 2019 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities)</td>
</tr>
<tr>
<td><strong>Principal Amount:</strong></td>
<td>[$150,000,000]</td>
</tr>
<tr>
<td><strong>Maturity Date:</strong></td>
<td>July 15, 2039</td>
</tr>
<tr>
<td><strong>Interest Rate:</strong></td>
<td>[●]%</td>
</tr>
<tr>
<td><strong>Price:</strong></td>
<td>[●]</td>
</tr>
<tr>
<td><strong>CUSIP Number:</strong></td>
<td>[●]</td>
</tr>
<tr>
<td><strong>Optional Redemption:</strong></td>
<td>After [May 15], 2029, the Bonds may be redeemed, in whole or in part, prior to their stated maturity at Basin Electric’s option.</td>
</tr>
<tr>
<td><strong>Ratings on the Bonds:</strong></td>
<td>The Bonds have ratings of “[●]” from S&amp;P, “[●]” from Moody’s and “[●]” from Fitch.</td>
</tr>
<tr>
<td><strong>Total Underwriters’ Compensation:</strong></td>
<td>$[●]</td>
</tr>
<tr>
<td><strong>Underwriters:</strong></td>
<td>KeyBanc Capital Markets Inc., as representative Merrill Lynch, Pierce, Fenner &amp; Smith Incorporated PNC Capital Markets LLC</td>
</tr>
</tbody>
</table>
Opinion of Counsel for the Issuer, to the effect that:

[To be provided.]
APPENDIX C

Opinion of General Counsel of the Company, to the effect that:

[To be provided.]
APPENDIX D

Form of Supplemental Opinion of Bond Counsel

[To be provided.]
Opinion of Counsel to the Underwriters, to the effect that:

[To be provided.]
Form of Opinion of Counsel to the Bond Trustee, to the effect that:

[To be provided.]
APPENDIX G

Form of Issue Price Certificate

[$150,000,000]
Campbell County, Wyoming
Solid Waste Facilities Revenue Bonds, 2019 Series A
(Basin Electric Power Cooperative – Dry Fork Station Facilities)

The undersigned, a duly authorized representative of KeyBanc Capital Markets Inc. ("KeyBanc"), as representative of the underwriters of the above-captioned bonds (the "Bonds") identified in Schedule I (the "Underwriters") to the Purchase Contract dated as of [May __], 2019 between KeyBanc and Campbell County, Wyoming (the "Issuer"), hereby certifies as set forth below, based on information available to us, in connection with the issuance by the Issuer and the purchase by the Underwriters, on the Sale Date (as hereinafter defined), of the Bonds.

1. [Alternative 11] – All Maturities Use General Rule: Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule I.[Alternative 22] – Select Maturities Use General Rule: Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule I.]

2. Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities].

(a) [Alternative 13] – All Maturities Use Hold-the-Offering-Price Rule: The Underwriters offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule I (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule II.[Alternative 24] – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriters offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule II.]

1 If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

2 If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

3 If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

4 Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).
(b) Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Purchase Contract, (i) the Underwriters have agreed in writing that for each Maturity of the Bonds, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) KeyBanc has confirmed that any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which KeyBanc is a party), together with the related pricing wires, shall contain the agreement of each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement to comply with the hold-the-offering-price rule, if and for so long as directed by KeyBanc and as set forth in the related pricing wires. Pursuant to such agreement, no Distribution Party has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.] Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Purchase Contract, (i) the Underwriters have agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) KeyBanc has confirmed that any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which KeyBanc is a party), together with the related pricing wires, shall contain the agreement of each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement to comply with the hold-the-offering-price rule, if and for so long as directed by the Representative and as set forth in the related pricing wires. Pursuant to such agreement, no Distribution Party has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Tax Certificate and Agreement, dated May [●], 2019, between the Issuer and the Company relating to the Bonds (the “Tax Certificate and Agreement”). The following capitalized terms have the following meanings for purposes of this certificate:

(a) Distribution Party means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(b) General Rule Maturities means those Maturities of the Bonds listed in Schedule I hereto as the “General Rule Maturities.”

(c) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule I hereto as the “Hold-the-Offering-Price Maturities.”
(d) **Holding Period** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May [●], 2019), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(e) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) **Sale Date** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May [●], 2019.

4. **Reliance.** The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents KeyBanc’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificates delivered in connection with the issuance of the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe LLP, as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding matters set forth herein.

**KEYBANC CAPITAL MARKETS INC.**

By: 

Name: 

Title: 

Dated: _______________
SCHEDULE I

General Rule Maturities

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price</th>
</tr>
</thead>
</table>

Hold-the-Offering-Price Maturities

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price</th>
</tr>
</thead>
</table>
$150,000,000
Campbell County, Wyoming
Solid Waste Facilities Revenue Bonds, 2019 Series A
(Basin Electric Power Cooperative – Dry Fork Station Facilities)

LETTER OF REPRESENTATION

May [●], 2019

Board of County Commissioners
of Campbell County, Wyoming
Gillette, Wyoming

KeyBanc Capital Markets Inc.,
as representative of the Underwriters
227 W Monroe Street, 17th Floor
Chicago, Illinois 60606

Gentlemen:

Basin Electric Power Cooperative (the “Company”), in order to induce KeyBanc Capital Markets Inc. (the “Representative”), acting on behalf of itself and the other underwriters listed on Schedule 1 to the Purchase Contract (collectively, the “Underwriters”), and Campbell County, Wyoming (the “Issuer”) to enter into a Purchase Contract dated the date hereof (the “Purchase Contract”) relating to the purchase by the Underwriters from the Issuer of [$150,000,000] aggregate principal amount of Campbell County, Wyoming Solid Waste Facilities Revenue Bonds, 2019 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities) (the “Bonds”) does hereby execute and deliver this Letter of Representation. Capitalized terms used herein, if not otherwise defined herein, shall have the meanings assigned to such terms in the Purchase Contract, and, if not defined therein, in the Preliminary Offering Statement.

The Bonds will be issued under and pursuant to a Trust Indenture dated as of April 15, 2019 (the “Bond Indenture”), by and between the Issuer and U.S. Bank National Association, as trustee (the “Bond Trustee”). The proceeds of the Bonds will be paid to U.S. Bank National Association, as trustee (the “2009 Trustee”) under the Trust Indenture, dated as of July 1, 2009 (the “2009 Indenture”), by and between the Issuer and the 2009 Trustee, pursuant to which the Issuer’s $150,000,000 aggregate principal amount of Campbell County, Wyoming Solid Waste Facilities Revenue Bonds, 2009 Series A (Basin Electric Power Cooperative – Dry Fork Station Facilities) (the “Refunded Bonds”) were issued. The proceeds of the Bonds will be used to refund the Refunded Bonds in accordance with the terms of the 2009 Indenture, pursuant to an Escrow Agreement, dated as of May [●], 2019, between the Issuer, the Company and the 2009 Trustee (the “Escrow Agreement”), providing for the defeasance of the Refunded Bonds on the Closing Date and the redemption of the Refunded Bonds on July 15, 2019. [If applicable: A portion of the proceeds of the Bonds will also be used to pay the costs of issuance of the Bonds.] The proceeds
*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
MEMO

TO: Sandra Beeman
   Office of Commissioners

FROM: Carol Seeger
      Deputy Campbell County Attorney

RE: Interstate Industrial Water and Sewer District

DATE: March 21, 2019

Could you please place on the April 2, 2019 agenda before the Board of County Commissioners the appointment of the below named individuals to serve on the board of directors for the above referenced district for the dissolution of the district.

Ed Kirchoff
Robert Maul
Richard Winterholler

The motion should read that the appointment is for the purpose of dissolving the district and the appointments shall be valid until the district is dissolved or until the next election held by the district in November of 2019 in accordance with the Special District Election Act whichever is earlier.

Thank you and should you have any questions, please feel free to contact me.

Cc: Robert Palmer
     Kendra Anderson

RECEIVED
MAR 21 2019
Campbell Co. Commissioners
*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*

The following page(s) contain the backup material for Agenda Item: 10:35 Agreement of Payment Schedule, Blackjewel LLC.
MEMO

TO: Sandra Beeman  
Office of Commissioners

FROM: Carol Seeger  
Deputy Campbell County Attorney

RE: Payment of Ad Valorem Tax/Blackjewel, LLC

DATE: March 29, 2019

Accompanying this cover memo, please find a Payment Plan Agreement between Blackjewel LLC and Campbell County.

This agreement provides a payment schedule to resolve payment of the now delinquent first half payment of tax year 2018. The plan also includes the second half payment for 2018 and first half payment for 2019. Under the plan, the county will receive payments of $500,00 per week for ten weeks beginning March 29 following which the county will begin receiving monthly payments of $1 million in June and $2 million thereafter with a final payment to be made on April 30, 2020 for any remaining balance which will include accumulated interest. Thereafter, Blackjewel is to become current and pay all future tax in accordance the statutory payment date.

Please place this agreement on the April 2, 2019, agenda for consideration by the Board of County Commissioners for approval.

Thank you and should you have any questions, please feel free to contact me.
PAYMENT PLAN AGREEMENT
BETWEEN
BLACKJEWEL, LLC AND CAMPBELL COUNTY

THIS AGREEMENT is entered into by and between Campbell County, Wyoming (County) by and through its Board of County Commissioners of 500 S. Gillette Ave., Ste. 1100, Gillette, WY 82716 and Blackjewel, LLC, by and through Jeff Hoops, as President and CEO, of 1051 Main Street, Milton, WV 25541 (Taxpayer).

WHEREAS, Wyo. Stat. § 39-11-102 authorizes installment payment agreements on tax assessments for tax liabilities where repayment requirements are met and where a payment in a lump sum would cause severe inconvenience to a taxpayer; and

WHEREAS, Taxpayer admits liability to County for ad valorem tax with the amount of $8,647,576.34 being delinquent at the time of entering this agreement and the amount of $8,647,576.34 due on March 10, 2019 and will be delinquent if not paid on May 10, 2019 for tax year 2018; and

WHEREAS, Taxpayer represents and warrants that, because of its financial condition, a lump sum payment to the County of its outstanding liability for ad valorem tax for tax year 2018 and the first half payment for tax year 2019 would cause it severe inconvenience; and

WHEREAS, Taxpayer and the County desire to enter into a written agreement which sets forth the duties and rights of both parties regarding the payment of ad valorem tax owed by Taxpayer to County for tax year 2018 and the first half payment for tax year 2019, the amount of which has not yet been determined and is not yet due;

NOW THEREFORE, the parties hereby mutually covenant and agree as follows:

1. TAXPAYER’S DUTIES.

A. Payments. Attached to this agreement collectively identified as Exhibit B and incorporated herein are copies of tax notices which are the subject of this agreement of which Taxpayer acknowledges their validity and its liability for payment of the same. Taxpayer shall pay the County the 2018 tax year ad valorem tax totaling $17,295,153.28 and the first half of the 2019 tax year ad valorem tax along with any related interest, in installment payments as set forth in the attached Exhibit A, which by this reference is incorporated fully herein.

Generally, the agreement as evidenced by the attached Exhibit A provides for payments of $500,000 per week for 10 consecutive weeks until a total of $5 million dollars is collected. Thereafter, Taxpayer shall make monthly payments with the first monthly payment being $1 million dollars and payments of $2 million dollars thereafter until the entire 2108 tax year and first half of 2019 tax year ad valorem tax is paid with a final or "balloon" payment being made on April 30, 2020, equal to the then outstanding balance due and accumulated interest. It is agreed and understood that the tax liability for tax year 2019 is not yet determined but that the first half payment which will be due on September 1, 2019 and delinquent on November 10, 2019, and any resulting interest will be paid in accordance with Exhibit A. Taxpayer may make additional payments at its option.

B. Place of Payments. All payments shall be made by wire transfer to First National Bank, of 319 G. Gillette Ave., Gillette WY, 82716; phone number (307) 686-3300, routing number 102301050, to account no. 0078.

C. Calculation of Interest. Wyo. Stat. §39-13-108(b)(ii) provides for interest to be applied on
delinquent ad valorem tax at the rate of 18% per annum until paid or collected. Upon receipt of each payment, the payment will be applied to outstanding tax notices so as to facilitate payment of tax and accumulated interest. Taxpayer understands that any payment received which is not enough to apply to either a first or second half payment of a tax notice will be held until enough money is received to apply to a tax notice. Interest will accrue until sufficient funds are collected to apply to a tax notice payment.

D. Applicability of Payment Plan. Taxpayer understands and agrees that this payment plan agreement applies only to its delinquent ad valorem tax liability for tax year 2018 and the first half payment for tax year 2019. The first half payment for tax year 2018 was due September 1, 2018 and became delinquent November 10, 2018 and the second half payment was due March 1, 2018 and will become delinquent May 10, 2018. The first half payment for tax year 2019 will be due September 1, 2019 and will become delinquent November 10, 2019. Beginning with the second half payment for the 2019 tax year which will be due March 1, 2020 and delinquent if not paid by May 10, 2020, and thereafter, Taxpayer will pay its ad valorem tax liability according to the due dates established by law which shall include any additional tax which may result from an audit performed by the Wyoming Department of Audit.

2. LIENS. Notwithstanding the terms of this Agreement, Taxpayer specifically consents and agrees that the County shall have a lien against any and all property of Taxpayer and in its sole discretion may exercise any and all statutory lien rights which it may possess.

3. DEFAULTS.

A. Defaults Defined. Each of the following events shall constitute an event of default under this agreement: (1) failure to make timely payment as set out in the attached Exhibit A; (2) the breach of any promise or covenant contained in this Agreement.

B. Acceleration of Maturity Upon Default. In the event of any default of this agreement, the remaining unpaid balance is due within ten (10) days of the date of default. The Taxpayer shall immediately pay the outstanding balance owed at the date of default plus any accrued interest due.

C. Confession of Judgment Upon Default. In the event of any default of this Agreement, Taxpayer authorizes the entry of a judgment by confession by any attorney at law to appear before any court of competent jurisdiction, whether or not said court is a court of record, within the State of Wyoming, and the Taxpayer hereby expressly waives notice, the issuance, and service of process, and authorizes judgment by confession against Taxpayer in favor of the County the amount of the delinquent tax liability then remaining unpaid, including accrued interest and other expenses, and to release all errors and waive all rights of benefits of appeal on behalf of Taxpayer and to consent to the immediate issuance of execution.

D. Waiver of Default. The County may waive any default without impairing its right to enforce subsequent defaults under this Agreement, this right being a continuing one.

4. GENERAL PROVISIONS.

A. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
B. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. For purposes related to the enforcement of this Agreement, 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.

C. Entirety of Contract. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

D. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the addresses provided under this Agreement, either by regular mail, or delivery in person.

E. Governmental Immunity. The County does not waive governmental immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state and federal law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

F. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

G. Titles Not Controlling. Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

SIGNATURES. The Parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The Parties further certify that they have the authority to sign this Agreement, and that they have received a signed and dated copy of the Agreement.
FOR Blackjewel, LLC this 29th day of March, 2019.

By: ________________________________
   Jeff Hoops, President and CEO
   105 Main Street
   Milton, WV 25541

FOR CAMPBELL COUNTY, WYOMING this ___ day of April, 2019:

By: ________________________________
   Rusty Bell, Chairman
   Board of Campbell County Commissioners
   500 S. Gillette Ave., Ste. 1100
   Gillette, WY  82176
EXHIBIT A

To the Payment Plan Agreement between Blackjewel, LLC and Campbell County

<table>
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<tr>
<th>Date</th>
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<tbody>
<tr>
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<td>$500,000</td>
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<tr>
<td>April 5, 2019</td>
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<td>April 12, 2019</td>
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<td>May 3, 2019</td>
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<tr>
<td>May 10, 2019</td>
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<tr>
<td>May 17, 2019</td>
<td>$500,000</td>
</tr>
<tr>
<td>May 24, 2019</td>
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<td>May 31, 2019</td>
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<td>September 30, 2019</td>
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<td>October 31, 2019</td>
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<td>December 31, 2019</td>
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<tr>
<td>April 30, 2020</td>
<td>Balance of tax and interest due</td>
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</table>
EXHIBIT B
(Tax Notices)

To the Payment Plan Agreement between Blackjewel, LLC and Campbell County
CAMPBELL COUNTY, WYOMING

Tax Notice 440
Parcel No. 9097
Tax Year 2018
District 100

TOTAL TAX $490,305.08
FIRST HALF $245,152.54
SECOND HALF $245,152.54
Due: 09/01/18 Due: 03/01/19
Deficient: 11/10/18 Deficient: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

ASSESSSED VALUATION*

| PERSONAL PROPERTY | 8,225,629 |
| REAL ESTATE | |
| IMPROVEMENTS | |
| NET EQUALIZATION ** | |
| EXEMPTIONS | |
| TOTAL VALUATION | 8,225,629 |

* FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266

SPECIAL TAXES

TOTAL SPECIAL TAXES $0.00

TAXES

GENERAL MILL LEVY 59,607

TOTAL GENERAL TAX $490,305.08

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-4869

DESCRIPTION OF HOLDINGS

<table>
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<th>DESCRIPTION</th>
<th>LOT/SEC</th>
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<tr>
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<td>440</td>
<td>9097</td>
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</table>

Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.

If the entire tax is paid on or before December 31, no interest or penalty is chargeable to the first half as per Wyoming Statute 39-13-107

STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.
See back for further information.
CAMPBELL COUNTY, WYOMING
TAX NOTICE

Make Checks Payable To:
CAMPBELL COUNTY TREASURER
Rachael Knust
PO Box 1027
GILLETTE, WY 82717-1027
(307) 682-7268

RETURN THIS STATEMENT WITH PAYMENT!
Present this statement at the office of the County Treasurer
when making payment. If payment is made by mail, enclose
this statement with remittance. It will be returned
along with your receipt only when accompanied by a
self-addressed stamped envelope.

BLACKJEWEL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

Parcel No. 441
Tax Year 2018
District 100

<table>
<thead>
<tr>
<th>TOTAL TAX</th>
<th>$481,376.36</th>
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<tr>
<td>FIRST HALF</td>
<td>$240,688.18</td>
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<tr>
<td>SECOND HALF</td>
<td>$240,688.18</td>
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<td>Due: 09/01/18</td>
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<tr>
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WHAT YOUR TAXES ARE BASED UPON

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<thead>
<tr>
<th>ASSESSED VALUATION*</th>
<th>FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266</th>
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<tbody>
<tr>
<td>PERSONAL PROPERTY</td>
<td>8,075,836</td>
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<tr>
<td>REAL ESTATE</td>
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<tr>
<td>IMPROVEMENTS</td>
<td></td>
</tr>
<tr>
<td>NET EQUALIZATION**</td>
<td></td>
</tr>
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<td>EXEMPTIONS</td>
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<tr>
<td>TOTAL VALUATION</td>
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* FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266

HOW YOUR TAXES ARE USED

<table>
<thead>
<tr>
<th>TAX AUTHORITY</th>
<th>LEVY</th>
<th>TAX AMOUNT</th>
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<tbody>
<tr>
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<tr>
<td>COOPERATIVE HIGHER EDUC SERV</td>
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<td>UNIFIED SCHOOL-RECREATION</td>
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<td>CNTRY HOSPITAL DIST TRUST FUND</td>
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<td>CNTRY UNIFIED SPEC DIST TRIB FND</td>
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<td>COUNTY WIDE SCHOOL TRUST FUND</td>
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<td>CNTRY SPEC CEMETARY BOARD TRUST</td>
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<tr>
<td>CNTRY WED &amp; PEST BOARD TRUST</td>
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<td>1,502.13</td>
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<tr>
<td>STATE OF WY FOUND PRG TRST FND</td>
<td>12.000</td>
<td>95,910.02</td>
</tr>
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</table>

SPECIAL TAXES

| TOTAL SPECIAL TAXES | $0.00 |

TAXES

| GENERAL MILL LEVY | 59,607 |
|                  |        |
| TOTAL GENERAL TAX| $481,376.36 |

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6688

DESCRIPTION OF HOLDINGS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>LOT/SEC</th>
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<th>RANGE</th>
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<tbody>
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</tr>
<tr>
<td>Parcel No: 9098</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N127E EAGLE BUTTE MINE</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.
If the entire tax is paid on or before December 31, no interest or penalty is chargeable to the first half as per Wyoming Statute Statute 39-13-107
STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.
See back for further information.
**WHAT YOUR TAXES ARE BASED UPON**

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<tr>
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<td></td>
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<tr>
<td>NET EQUALIZATION**</td>
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<tr>
<td>EXEMPTIONS</td>
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</tr>
<tr>
<td>TOTAL VALUATION</td>
<td>12,305</td>
</tr>
</tbody>
</table>

* FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6889

**TOTAL SPECIAL TAXES**

<table>
<thead>
<tr>
<th>TAXES</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL MILL LEVY</td>
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<tr>
<td>TOTAL GENERAL TAX</td>
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</table>

**HOW YOUR TAXES ARE USED**

<table>
<thead>
<tr>
<th>TAX AUTHORITY</th>
<th>LEVY</th>
<th>TAX AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAMPBELL COUNTY GOVERNMENT</td>
<td>11,262</td>
<td>137.84</td>
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<tr>
<td>COOPERATIVE HIGHER EDUC SERV</td>
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<tr>
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<tr>
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<td>147.67</td>
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**DESCRIPTION OF HOLDINGS**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<th>RANGE</th>
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<tbody>
<tr>
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<td>12495</td>
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<tr>
<td>Parcel No:</td>
<td>12495</td>
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<tr>
<td>PERSONAL PROPERTY</td>
<td>10202 R 59</td>
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Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.

If the entire tax is paid on or before December 31, no interest or penalty is chargeable to the first half as per Wyoming Statute 39-13-107.

STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.

See back for further information.
Tax Notice 454  
Parcel No. 42250  
Tax Year 2018  
District 100

TOTAL TAX $583,983.08
FIRST HALF $291,991.54  
SECOND HALF $291,991.54

Due: 09/01/18  
Delinquent: 11/10/18

BLACKJEWEL LLC
ATTN TAMMY OKRAY
P O BOX 3039
GILLETTE WY 82717-3039

HOW YOUR TAXES ARE USED

<table>
<thead>
<tr>
<th>TAX AUTHORITY</th>
<th>LEVY</th>
<th>TAX AMOUNT</th>
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<tbody>
<tr>
<td>CAMPBELL COUNTY GOVERNMENT</td>
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<td>58,783.36</td>
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HOW YOUR TAXES ARE USED

* FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266

DESCRIPTION OF HOLDINGS

<table>
<thead>
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<th>DESCRIPTION</th>
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Certified by: DOR - COAL

Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.

If the entire tax is paid on or before December 31, no interest or penalty is chargeable to the first half as per Wyoming Statute 39-13-107

STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.

See back for further information.
MAKE CHECKS PAYABLE TO:
CAMPBELL COUNTY TREASURER
Rachael Knust
PO Box 1027
GILLETTE, WY 82717-1027
(307) 682-7208

CAMPBELL COUNTY, WYOMING
TAX NOTICE

BLACKJEWEL LLC
ATTN TAMMY OKRAY
P O BOX 3039
GILLETTE WY 82717-3039

TOTAL TAX $429,566.50
FIRST HALF $214,783.25
SECOND HALF $214,783.25
Due: 09/01/18 Delinquent: 11/10/18

Return this statement with payment!
Present this statement at the office of the County Treasurer
when making payment. If payment is made by mail, enclose
this statement with remittance. It will be returned
along with your receipt only when accompanied by a
self-addressed stamped envelope.

WHAT YOUR TAXES ARE BASED UPON

<table>
<thead>
<tr>
<th>ASSESSED VALUATION*</th>
<th>FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONAL PROPERTY</td>
<td>7,206,645</td>
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<tr>
<td>REAL ESTATE</td>
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<tr>
<td>IMPROVEMENTS</td>
<td></td>
</tr>
<tr>
<td>NET EQUALIZATION**</td>
<td></td>
</tr>
<tr>
<td>EXEMPTIONS</td>
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<td>TOTAL VALUATION</td>
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* FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6869

HOW YOUR TAXES ARE USED

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<th>TAX AUTHORITY</th>
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<th>TAX AMOUNT</th>
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<td>5,181.58</td>
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TOTAL SPECIAL TAXES $0.00
TOTAL GENERAL TAX $429,566.50

DESCRIPTION OF HOLDINGS

<table>
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<td>Tax Notice No: 456</td>
<td>Parcel No: 42253</td>
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</table>

CERTIFIED BY DOR-COAL

Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.
If the entire tax is paid on or before December 31, no interest or penalty is chargeable to the first half as per Wyoming Statute 39-13-107
STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.

See back for further information.
**WHAT YOUR TAXES ARE BASED UPON**

<table>
<thead>
<tr>
<th>ASSESSED VALUATION*</th>
<th>FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 697-7206</th>
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<td>PERSONAL PROPERTY</td>
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<td>REAL ESTATE</td>
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<td>IMPROVEMENTS</td>
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<tr>
<td>NET EQUALIZATION**</td>
<td></td>
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<tr>
<td>EXEMPTIONS</td>
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<td>TOTAL VALUATION</td>
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**HOW YOUR TAXES ARE USED**

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<th>TAX AMOUNT</th>
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<td>CNTY WED &amp; FEST BOARD TRUST</td>
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<table>
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<tbody>
<tr>
<td>TAXES</td>
<td>GENERAL MILL LEVY</td>
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<tr>
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<td>$465.96</td>
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**DESCRIPTION OF HOLDINGS**

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<th>BLK/TWP</th>
<th>RANGE</th>
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<td></td>
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<tr>
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</table>

Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes. If the entire tax is paid on or before December 31, no interest or penalty is chargeable to the first half as per Wyoming Statute 39-13-107.

STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT. See back for further information.
CAMPBELL COUNTY, WYOMING

Tax Notice 442
 Parcel No. 12494
 Tax Year 2018
 District 100

BLACKJEWEL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

TOTAL TAX $3,579.04
FIRST HALF $1,789.52
SECOND HALF $1,789.52
Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

<table>
<thead>
<tr>
<th>ASSESSED VALUATION*</th>
<th>FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266</th>
</tr>
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<tbody>
<tr>
<td>PERSONAL PROPERTY</td>
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<tr>
<td>REAL ESTATE</td>
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<td>IMPROVEMENTS</td>
<td>17,266</td>
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<tr>
<td>NET EQUALIZATION**</td>
<td></td>
</tr>
<tr>
<td>EXEMPTIONS</td>
<td></td>
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<tr>
<td>TOTAL VALUATION</td>
<td>60,044</td>
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</table>

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-4885

SPECIAL TAXES
TOTAL SPECIAL TAXES $.00

TAXES
GENERAL MILL LEVY 59.607
TOTAL GENERAL TAX $3,579.04

HOW YOUR TAXES ARE USED

<table>
<thead>
<tr>
<th>TAX AUTHORITY</th>
<th>LEVY</th>
<th>TAX AMOUNT</th>
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<tbody>
<tr>
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<td>1,501.10</td>
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<tr>
<td>CNTY WEED &amp; PEST BOARD TRUST</td>
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<td>11.17</td>
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<tr>
<td>STATE OF WY FOUND PRG TRST FND</td>
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<td>720.56</td>
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DESCRIPTION OF HOLDINGS

<table>
<thead>
<tr>
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<th>RANGE</th>
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<td>Parcel No: 12494</td>
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<td>T/A: 58.480</td>
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<td>N HWY 14-16</td>
<td>20</td>
<td>51</td>
<td>72</td>
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</table>

Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.
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STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.
See back for further information.
# Tax Notice

**Parcel No.:** 12503  
**Tax Year:** 2018  
**District:** 100

## Total Tax

<table>
<thead>
<tr>
<th>FIRST HALF</th>
<th>SECOND HALF</th>
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<tbody>
<tr>
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<td>$2,749.67</td>
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**Due:** 09/01/18  
**Delinquent:** 11/10/18

## Total Valuation

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<th>VALUATION</th>
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<tbody>
<tr>
<td>92,260</td>
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</tbody>
</table>

## Taxes

**General Mill Levy:** 59.607

**Total General Tax:** $5,499.34

## Special Taxes

**TOTAL SPECIAL TAXES:** $0.00

## What Your Taxes Are Based Upon

<table>
<thead>
<tr>
<th>ASSESSMENT VALUATION*</th>
<th>HOW YOUR TAXES ARE USED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONAL PROPERTY</strong></td>
<td>TAX AUTHORITY</td>
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<tr>
<td><strong>REAL ESTATE</strong></td>
<td>LEVY</td>
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<td>32,047</td>
<td>TAX AMOUNT</td>
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<td><strong>IMPROVEMENTS</strong></td>
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<tr>
<td>60,213</td>
<td>COOPERATIVE HIGHER EDUC SERV 5.00 46.13</td>
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<td><strong>TOTAL NET VALUATION</strong></td>
<td>UNIFIED SCHOOL RECREATION 1,000 92.26</td>
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<tr>
<td>92,260</td>
<td>CNTY HOSPITAL DIST TRUST FUND 3,000 276.78</td>
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<tr>
<td><strong>EXEMPTIONS</strong></td>
<td>CNTY UNIFIED SPEC DIST TRST FD 25,000 2,306.50</td>
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<tr>
<td><strong>TOTAL GENERAL MILL LEVY</strong></td>
<td>COUNTY WIDE SCHOOL TRUST FUND 6,000 553.56</td>
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<tr>
<td><strong>TOTAL TAXES</strong></td>
<td>CNTY SPEC CEMETRY BOARD TRUST .719 66.33</td>
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<tr>
<td><strong>STATE OF WY FOUND PG TRST PND</strong></td>
<td>CNTY NEED &amp; PEST BOARD TRUST .165 17.16</td>
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<td><strong>TOTAL GENERAL TAX</strong></td>
<td>12,000 1,107.12</td>
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*FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 857-7266

**FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6969**

---

**Description of Holdings**

<table>
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<th>Description</th>
<th>LOT/SEC</th>
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<th>RANGE</th>
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<tr>
<td>29</td>
<td>S2SW PT</td>
<td>30 51 72</td>
<td>SWNW PT, SEE NW</td>
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<td>30</td>
<td>S2SW PT</td>
<td>30 51 72</td>
<td>SWNW PT, SEE NW</td>
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<tr>
<td>31</td>
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<td>32</td>
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<td>S2SW PT</td>
<td>33 51 72</td>
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<td>S2SW PT</td>
<td>33 51 72</td>
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<tr>
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<td>S2SW PT</td>
<td>34 51 72</td>
<td>NW NW</td>
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**STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.**  
See back for further information.
BLACKJEWEL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

Campbell County, Wyoming
Tax Notice 445
Parcel No. 23310
Tax Year 2018
District 100

TOTAL TAX $49.30
FIRST HALF $24.65
SECOND HALF $24.65
Due: 09/01/18  Delinquent: 11/10/18

WHAT YOUR TAXES ARE BASED UPON

<table>
<thead>
<tr>
<th>ASSESSED VALUATION*</th>
<th>TAX AUTHORITY</th>
<th>LEVY</th>
<th>TAX AMOUNT</th>
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<tr>
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HOW YOUR TAXES ARE USED

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-5999

DESCRIPTION OF HOLDINGS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<td>9855 BUENA VISTA DR</td>
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<td>LOT 1, BLOCK 11</td>
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Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.
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STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.
See back for further information.
CAMPBELL COUNTY, WYOMING
TAX NOTICE

BLACKJEWEL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

Tax Notice 446
Parcel No. 33194
Tax Year 2018
District 100

TOTAL TAX $307.52
FIRST HALF $153.76
SECOND HALF $153.76
Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

<table>
<thead>
<tr>
<th>ASSESSED VALUATION*</th>
<th>FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266</th>
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<tr>
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SPECIAL TAXES

TOTAL SPECIAL TAXES $0.00

TAXES

GENERAL MILL LEVY 59.607

TOTAL GENERAL TAX $307.52

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6989

DESCRIPTION OF HOLDINGS

<table>
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DESCRIPTION | LOT/SEC | BLKT/WP | RANGE |
|-------------|---------|---------|-------|

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See back for further information.
Blackjewel LLC  
ATTN TAMMY OKRAY  
PO BOX 3039  
GILLETTE WY 82717-3039  

Due: 09/01/18  Delinquent: 11/10/18

BLACKJEWEL LLC  
ATTN TAMMY OKRAY  
PO BOX 3039  
GILLETTE WY 82717-3039

* If mailing address different than above, check here and indicate on front side.

WHAT YOUR TAXES ARE BASED UPON

<table>
<thead>
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<th>ASSESSED VALUATION*</th>
<th>* FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7205</th>
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<td>TOTAL VALUATION</td>
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* FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-0699

HOW YOUR TAXES ARE USED

<table>
<thead>
<tr>
<th>TAX AUTHORITY</th>
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TOTAL SPECIAL TAXES $0.00

TAXES

| GENERAL MILL LEVY | 59.607 |
| TOTAL GENERAL TAX | $15.20 |

DESCRIPTION OF HOLDINGS

<table>
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<td>SUBDIVISION: 475 ECHO ECHO SUB TRACT C</td>
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STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.

See back for further information.
CAMPBELL COUNTY, WYOMING

Tax Notice 448
Parcel No. 33196
Tax Year 2018
District 100

TOTAL TAX $118.86
FIRST HALF $59.43
SECOND HALF $59.43
Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

<table>
<thead>
<tr>
<th>ASSESSED VALUATION*</th>
<th>* FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 862-7369</th>
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<td>EXEMPTIONS</td>
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| SPECIAL TAXES       |                                                                                                               |
| TOTAL SPECIAL TAXES | $0.00                                                                                                          |

| TAXES               |                                                                                                               |
| GENERAL MILL LEVY   | 59.607                                                                                                         |
| TOTAL GENERAL TAX   | $118.86                                                                                                        |

<table>
<thead>
<tr>
<th>HOW YOUR TAXES ARE USED</th>
<th>TAX AUTHORITY</th>
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<th>TAX AMOUNT</th>
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** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6989

DESCRIPTION OF HOLDINGS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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</table>

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STATEMENT FOR CURRENT TAXES ONLY, NO OTHER NOTICE WILL BE SENT.
See back for further information.
CAMPBELL COUNTY, WYOMING

MAKE CHECKS PAYABLE TO: CAMPBELL COUNTY TREASURER
Rachael Knust
PO Box 1027
GILLETTE, WY 82717-1027
(307) 682-7268

RETURN THIS STATEMENT WITH PAYMENT!
Present this statement at the office of the County Treasurer when making payment. If payment is made by mail, enclose this statement with remittance. It will be returned along with your receipt only when accompanied by a self-addressed stamped envelope.

BLACKJEWEL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

Tax Notice 449
Parcel No. 33197
Tax Year 2018
District 100

TOTAL TAX $47.22
FIRST HALF $23.61
SECOND HALF $23.61
Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

<table>
<thead>
<tr>
<th>ASSESSED VALUATION*</th>
<th>FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266</th>
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<td>TOTAL VALUATION</td>
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SPECIAL TAXES

TOTAL SPECIAL TAXES $0.00

TAXES

GENERAL MIL Levy 59.607

TOTAL GENERAL TAX $47.22

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6399

HOW YOUR TAXES ARE USED

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DESCRIPTION OF HOLDINGS

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<td>ECHO SUB</td>
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<tr>
<td>TRACT K</td>
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CAMPBELL COUNTY, WYOMING

Tax Notice 450
Parcel No. 33198
Tax Year 2018
District 100

BLACKJEWEL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

TOTAL TAX $43.10
FIRST HALF $21.55
SECOND HALF $21.55

WHAT YOUR TAXES ARE BASED UPON

<table>
<thead>
<tr>
<th>ASSESSED VALUATION*</th>
<th>* FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7989</th>
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<td>TOTAL VALUATION</td>
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SPECIAL TAXES
TOTAL SPECIAL TAXES $0.00

TAXES
GENERAL MILL. LEVY $59.607
TOTAL GENERAL TAX $43.10

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6989

DESCRIPTION OF HOLDINGS

<table>
<thead>
<tr>
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<th>LOT/SEC</th>
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HOW YOUR TAXES ARE USED

<table>
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<th>TAX AUTHORITY</th>
<th>LEVY</th>
<th>TAX AMOUNT</th>
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<td>CAMPBELL COUNTY GOVERNMENT</td>
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Rachael Knust
PO Box 1027
GILLETTE, WY 82717-1027
(307) 682-7268

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along with your receipt only when accompanied by a
self-addressed stamped envelope.

BLACKJEWEL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

TOTAL TAX $7.34
FIRST HALF $3.67
SECOND HALF $3.67
Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

ASSESSMENT VALUATION

PERSONAL
PROPERTY

REAL ESTATE 123

IMPROVEMENTS

NET EQUALIZATION **

EXEMPTIONS

TOTAL VALUATION 123

* FOR QUESTIONS CONCERNING ASSESSED
VALUATION PLEASE CONTACT CAMPBELL
COUNTY ASSESSOR (307) 682-7266

SPECIAL TAXES

TOTAL SPECIAL TAXES $.00

TAXES

GENERAL MILL LEVY 59.607

TOTAL GENERAL TAX $7.34

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF
EQUALIZATION (307) 777-6589

HOW YOUR TAXES ARE USED

<table>
<thead>
<tr>
<th>TAX AUTHORITY</th>
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<th>TAX AMOUNT</th>
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DESCRIPTION OF HOLDINGS

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Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.
If the entire tax is paid on or before December 31, no interest or penalty is chargeable to the first half as per Wyoming Statute 39-13-107

STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.
See back for further information.
MAKE CHECKS PAYABLE TO:
CAMPBELL COUNTY TREASURER
Rachael Knust
PO Box 1027
GILLETTE, WY 82717-1027
(307) 682-7208

CAMPBELL COUNTY, WYOMING
TAX NOTICE

TOTAL TAX $199.50
FIRST HALF $99.75
SECOND HALF $99.75
Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

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<th>ASSESSED VALUATION*</th>
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* FOR QUESTIONS CONCERNING VALUATION, PLEASE CONTACT THE COUNTY ASSESSOR
** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT THE STATE BOARD OF
EQUALIZATION (307) 777-5989

HOW YOUR TAXES ARE USED

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TOTAL SPECIAL TAXES $0.00
TOTAL GENERAL TAX $199.50

DESCRIPTION OF HOLDINGS

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<td>ECHO SUB</td>
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<tr>
<td>TRACT H</td>
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STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.
See back for further information.
CAMPBELL COUNTY, WYOMING

TAX NOTICE

BLACKJEWEL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

Parc No. 33201
Tax Year 2018
District 100

TOTAL TAX $135.08
FIRST HALF $67.54
SECOND HALF $67.54

Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

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<th>CHILD</th>
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FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266

SPECIAL TAXES

- TOTAL SPECIAL TAXES $0.00

TAXES

- GENERAL MIL. LEVY 59.607
- TOTAL GENERAL TAX $135.08

FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6969

HOW YOUR TAXES ARE USED

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DESCRIPTION OF HOLDINGS

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CAMPBELL COUNTY, WYOMING

TAX NOTICE

 Parcel No. 457
 Tax Year 2018
 District 100

BLACKJEWELL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

TOTAL TAX $52,683.84

FIRST HALF $26,341.92
SECOND HALF $26,341.92

Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

| ASSESSED VALUATION* | 883,853 |
| REAL ESTATE | 883,853 |

HOW YOUR TAXES ARE USED

| TAX AUTHORITY | LEVY | TAX AMOUNT |
| CAMPBELL COUNTY GOVERNMENT | 11,262 | 9,090.92 |
| COOPERATIVE HIGHER EDUC SERV | .500 | 419.53 |
| UNIFIED SCHOOL-RECREATION | 1,000 | 950.65 |
| CNTY HOSPITAL DIST TRUST FND | 3,000 | 2,651.56 |
| CNTY UNIFIED SPEC DIST TRST FD | 25,000 | 22,596.32 |
| COUNTY MIDX SCHOOL TRUST FND | 6,000 | 5,433.12 |
| CNTY SPEC CEMETARY BOARD TRUST | .719 | 66.49 |
| CNTY WDD & PEST BOARD TRUST | .86 | 164.40 |
| STATE OF WY FUND PFG TRST FND | 12,000 | 10,566.24 |

TOTAL SPECIAL TAXES $0.00

TAXES

| GENERAL MILL LEVY | 59,607 |

TOTAL GENERAL TAX $52,683.84

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6589

DESCRIPTION OF HOLDINGS

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<td>N2SW, S2NE PT</td>
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<td>71</td>
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STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.

See back for further information.
CAMPBELL COUNTY, WYOMING

TAX NOTICE

BLACKJEWEL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

RETURN THIS STATEMENT WITH PAYMENT!
Present this statement at the office of the County Treasurer when making payment. If payment is made by mail, enclose this statement with remittance. It will be returned along with your receipt only when accompanied by a self-addressed stamped envelope.

BLACKJEWEL LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

Tax Notice 458
Parcel No. 10055167
Tax Year 2018
District 100

Total Tax $36,338.70
First Half $18,169.35
Second Half $18,169.35
Due: 09/01/18
Delinquent: 11/10/18

WHAT YOUR TAXES ARE BASED UPON

ASSESSMENT VALUATION

PERSONAL PROPERTY
REAL ESTATE 609,638
IMPROVEMENTS
NET EQUALIZATION
EXEMPTIONS
TOTAL VALUATION 609,638

SPECIAL TAXES
TOTAL SPECIAL TAKES $0.00

TAXES
GENERAL MILL LEVY 59,607

TOTAL GENERAL TAX $36,338.70

HOW YOUR TAXES ARE USED

<table>
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<th>TAX AUTHORITY</th>
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<th>TAX AMOUNT</th>
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DESCRIPTION OF HOLDINGS

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STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.
See back for further information.
WHAT YOUR TAXES ARE BASED UPON

<table>
<thead>
<tr>
<th>ASSESSED VALUATION*</th>
<th>FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266</th>
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TOTAL VALUATION      276,503

HOW YOUR TAXES ARE USED

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SPECIAL TAXES $0.00

TAXES

GENERAL MILL LEVY 59.607

TOTAL GENERAL TAX $16,481.52

** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6989

DESCRIPTION OF HOLDINGS

<table>
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<th>RANGE</th>
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Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.
If the entire tax is paid on or before December 31, no interest or penalty is chargeable to the first half as per Wyoming Statute 39-13-107
STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.
See back for further information.
Campbell County, Wyoming
Tax Notice

Tax Notice 460
Parcel No. 10060738
Tax Year 2018
District 100

Total Tax $2,732.98
First Half $1,366.49
Second Half $1,366.49

Due: 09/01/18  Delinquent: 11/10/18
Due: 03/01/19  Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

| ASSESSED VALUATION* | TOTAL TAXATION
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<td>TOTAL VALUATION</td>
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* FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7926

HOW YOUR TAXES ARE USED

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<th>TAX AUTHORITY</th>
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<th>TAX AMOUNT</th>
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TAXES

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<th>GENERAL MILL LEVY</th>
<th>59.607</th>
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** FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-5959

DESCRIPTION OF HOLDINGS

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</table>

Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.
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STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.
See back for further information.
CAMPBELL COUNTY, WYOMING

Tax Notice 1068
Parcel No. 50060596
Tax Year 2018
District 100

TOTAL TAX $7,843,033.46
FIRST HALF $3,921,516.73
SECOND HALF $3,921,516.73
Due: 09/01/18
Delinquent: 11/10/18

CONTURA COAL WEST, LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

* If mailing address different than above, check here and indicate on front side.

WHAT YOUR TAXES ARE BASED UPON

ASSESSED VALUATION*

PERSONAL PROPERTY
REAL ESTATE
IMPROVEMENTS
NET EQUALIZATION **
EXEMPTIONS

TOTAL VALUATION 131,579,067

* For questions concerning assessed valuation please contact Campbell County Assessor (307) 682-7266

SPECIAL TAXES
TOTAL SPECIAL TAXES $0.00

TAXES
GENERAL MILL LEVY 59,607
TOTAL GENERAL TAX $7,843,033.46

** For questions concerning net equalization, please contact Wy State Board of Equalization (307) 777-8589

HOW YOUR TAXES ARE USED

TAX AUTHORITY LEVY TAX AMOUNT
CAMPBELL COUNTY GOVERNMENT 11.202 1,473,948.73
COOPERATIVE HIGHER EDUC SERV .500 65,789.56
UNIFIED SCHOOL-RECREATION 1.000 131,579.06
CNYT HOSPITAL DIST TRUST FND 3,000 394,737.21
CNYT UNIFIED SPEC DIST TRST FD 25,000 3,289,476.70
COUNTY WIDE SCHOOL TRUST FUND 6,000 783,474.41
CNYT SPEC CEMETERY BOARD TRUST .719 94,805.34
CNYT NEED & PEST BOARD TRUST .856 24,473.72
STATE OF WY FUND RAF TRST FND 12,000 1,578,948.75

DESCRIPTION OF HOLDINGS

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</table>

Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.
If the entire tax is paid on or before December 31, no interest or penalty is chargeable to the first half as per Wyoming Statute Statute 39-13-107
STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.
See back for further information.
MAKE CHECKS PAYABLE TO:
CAMPBELL COUNTY TREASURER
Rachael Knust
PO Box 1027
GILLETTE, WY 82717-1027
(307) 682-7268

RETURN THIS STATEMENT WITH PAYMENT!
Present this statement at the office of the County Treasurer when making payment. If payment is made by mail, enclose this statement with remittance. It will be returned along with your receipt only when accompanied by a self-addressed stamped envelope.

CAMPBELL COUNTY, WYOMING
TAX NOTICE

CONTURA COAL WEST, LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

TOTAL TAX $7,329,221.82
FIRST HALF $3,664,610.91
SECOND HALF $3,664,610.91
Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

<table>
<thead>
<tr>
<th>ASSESSED VALUATION</th>
<th>* FOR QUESTIONS CONCERNING ASSESSED VALUATION PLEASE CONTACT CAMPBELL COUNTY ASSESSOR (307) 682-7266</th>
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<td>NET EQUALIZATION **</td>
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<td>TOTAL VALUATION</td>
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* FOR QUESTIONS CONCERNING NET EQUALIZATION, PLEASE CONTACT WY STATE BOARD OF EQUALIZATION (307) 777-6989

HOW YOUR TAXES ARE USED

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SPECIAL TAXES

TOTAL SPECIAL TAXES $0.00

TAXES

GENERAL MILL LEVY 59,607

TOTAL GENERAL TAX $7,329,221.82

DESCRIPTION OF HOLDINGS

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Interest at the rate of eighteen percent (18%) per annum will be added to all delinquent taxes.

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STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.

See back for further information.
CAMPBELL COUNTY, WYOMING
TAX NOTICE

CONTURA COAL WEST, LLC
ATTN TAMMY OKRAY
PO BOX 3039
GILLETTE WY 82717-3039

Parcel No. 47270
Tax Year 2018
District 100

TOTAL TAX $18,228.42

FIRST HALF $9,114.21
SECOND HALF $9,114.21

Due: 09/01/18 Due: 03/01/19
Delinquent: 11/10/18 Delinquent: 05/10/19

WHAT YOUR TAXES ARE BASED UPON

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<thead>
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<th>ASSESSED VALUATION*</th>
<th>TAX AUTHORITY</th>
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SPECIAL TAXES

TOTAL SPECIAL TAXES $.00

TAXES

GENERAL MILL LEVY 59.607

TOTAL GENERAL TAX $18,228.42

DESCRIPTION OF HOLDINGS

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<td>FOR CANCELLATION 83569 SEE SCH 860598</td>
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INTEREST AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM WILL BE ADDED TO ALL DELINQUENT TAXES.

IF THE ENTIRE TAX IS PAID ON OR BEFORE DECEMBER 31, NO INTEREST OR PENALTY IS CHARGEABLE TO THE FIRST HALF AS PER WYOMING STATUTE 39-13-107.

STATEMENT FOR CURRENT TAXES ONLY. NO OTHER NOTICE WILL BE SENT.

SEE BACK FOR FURTHER INFORMATION.