

## AGENDA

### CAMPBELL COUNTY BOARD OF COMMISSIONERS

DG REARDON, Chairman  
RUSTY BELL  
BOB MAUL  
DEL SHELSTAD  
COLLEEN FABER

APRIL 7, 2020

Due to the COVID-19 Pandemic crisis, the Board of Commissioners meeting will be conducted telephonically. To listen to the proceedings, visit the Agenda Center at <https://www.ccgov.net/AgendaCenter/Board-of-Commissioners-Business-Meeting--2/> and click on the Media icon next to the April 7, 2020 Agenda, or tune in to GPA Channel 192.

#### 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

Individuals wishing to provide public comment are asked to submit comments via email to [boc@ccgov.net](mailto:boc@ccgov.net) by Noon on April 6th.

#### REGULAR BUSINESS

- |                                                                                          |                   |
|------------------------------------------------------------------------------------------|-------------------|
| D. <a href="#">9:10 2020 Fireworks Storage Resolution</a>                                | Carol Seeger      |
| E. <a href="#">9:15 2020 Fireworks Resolution</a>                                        | Carol Seeger      |
| F. <a href="#">9:20 Tower &amp; Space Lease Agreement Third Addendum</a>                 | Carol Seeger      |
| G. <a href="#">9:25 Little Thunder I&amp;S District, Declaration of Election Results</a> | Carol Seeger      |
| H. <a href="#">9:30 Bid Award, Road &amp; Bridge Facility Renovation</a>                 | Clark Melinkovich |
| I. <a href="#">9:35 District Support Grants</a>                                          | Kevin King        |
- Fox Ridge Subdivision
  - Central Campbell County, Sewer
  - Central Campbell County, Sweeping
  - Means, Carter, North Hannum
  - Prairieview Champion Ventures
  - Eight Mile

- Bennor Estates
- Box N Ranch Road

J. [10:00 Compensation Review Recommendations](#)

Brandy Elder

K. [10:05 Interagency Agreement, Office of the Secretary of State](#)

Susan Saunders

ADJOURN

## Consent Agenda

### **MINUTES**

Board of Commissioners Public Land Board Meeting, March 12, 2020  
Board of Commissioners Directors Workshop, March 16, 2020  
Board of Commissioners Executive Session, March 16, 2020  
Board of Commissioners Regular Meeting, March 17, 2020  
Board of Commissioners Public Health Board Meeting, March 19, 2020  
Board of Commissioners Special Meeting, March 23, 2020  
Board of Commissioners Special Meeting, March 31, 2020

### **MONTHLY REPORTS**

Clerk of District Court – February 2020  
Sheriff's Office – February 2020

### **PAYROLL PAYMENTS**

March 7, 2020  
March 21, 2020

### **CANCELLATION/REBATE OF TAXES**

#4092 – 4098

### **CAPITAL REQUESTS**

Circuit Court – To purchase six (6) record storage racks in the amount of \$1,265 from the Capital Contingency account.

### **EMERGENCY SICK LEAVE BANK (ESLB) DONATIONS**

Request transfer of (80) hours from Employee #677521 to ESLB Donation  
Request transfer of (52.23) hours from Employee #594911 to ESLB Donation  
Request transfer of (100) hours from Employee #134332 to ESLB Donation  
Request transfer of (100) hours from Employee #224418 to ESLB Donation  
Request transfer of (80) hours from Employee #314430 to ESLB Donation  
Request transfer of (80) hours from Employee #411475 to ESLB Donation  
Request transfer of (100) hours from Employee #103827 to ESLB Donation  
Request transfer of (80) hours from Employee #537529 to ESLB Donation  
Request transfer of (100) hours from Employee #171230 to ESLB Donation  
Request transfer of (100) hours from Employee #174449 to ESLB Donation

### **LINE ITEM TRANSFERS**

Public Works

Transfer \$41,800 from 083.7173.5 Parks Cap. Const. Bicentennial Park to 083.7271.16  
Parks Cap. Const. Pool Flooring

Sheriff's Office

Transfer \$200 from 051.6517.4 S.O. Trng Travel to 051.6281 S.O. Non-Trng Travel  
Transfer \$10,000 from 052.6117 Utilities to 052.6777 Bldg Maintenance

## **POSITION VACANCY JUSTIFICATIONS**

Library Board – Youth Services Specialist  
Public Works – Administrative Assistant I, II Part-Time  
Public Works – Maintenance Technician II, III  
Sherriff's Office – Administrative Assistant I, II, III (3 Positions)

## **HAND WARRANTS**

Wyoming Attorney General Criminal Investigation	\$39.00
	<b>AMOUNT</b>
Clerk of District Court Campbell County	40.00
Campbell County Sheriff- Civil Account	50.00
Campbell County Clerk Tax Account	305,485.93
Campbell County Parks & Recreation Activity Fund	33.00
Campbell County Treasurer FLX/HSA	43,754.98
Campco Federal Credit Union	276.01
Circuit Court of Campbell County	592.71
Great West Trust Company	36,866.66
Wyoming Child Support	1,688.38
State of Wyoming Department of Revenue & Taxation	77.84
Campbell County Clerk Tax Account	304,439.90
Campbell County Parks & Recreation Activity Fund	33.00
Campbell County Treasurer FLX/HSA	47,409.98
Campco Federal Credit Union	276.01
Circuit Court of Campbell County	594.45
Great West Trust Company	36,666.66
Wyoming Child Support	1,688.38
CCCBT	212,946.73
CCEHBTA Dental	43,161.20
Delta Dental Plan of Wyoming	2,123.80
CCEHBTA Health	782,705.07

The following page(s) contain the backup material for Agenda Item: [Consent Agenda](#)

Office of County Commissioners  
March 12, 2020  
Gillette, WY

The Campbell County Board of Commissioners attended the Public Land Board meeting, Thursday, March 12, 2020 at 6:00 PM.

Present were, DG Reardon, Colleen Faber, Rusty Bell, Bob Maul, Del Shelstad, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director and Public Land Board members.

An update was provided on the Heritage Center construction.

The Commissioners invited the Public Land Board to attend the Spring Board Training, hosted by the City of Gillette.

Discussion was held on the upcoming FY 2020-2021 budget.

There being no further business to come before the Board, the Commissioners left the meeting at 6:20 PM

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Susan F. Saunders, Clerk  
Board of County Commissioners

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DG Reardon, Chairman  
Board of County Commissioners

Office of County Commissioners  
March 16, 2020  
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, March 16, 2020 at 1:30 PM.

Present were DG Reardon, Rusty Bell, Bob Maul, Colleen Faber, Commissioners; Kendra Anderson, Deputy County Clerk; Jenny Staeben, Deputy County Attorney; Brandy Elder, HR Director; Kevin King, Public Works Director; Terri Lesley, Library Director; Jane Glaser, Public Health Director; Bob Tranas, Children's Developmental Services Director; Jay Lundell, Airport Director; Todd Chatfield, Airport Operations Manager; Quade Schmelzle, Weed and Pest Director; Liz Edwards, Fair Coordinator; Rick Mansur, Parks and Recreation Director; Michelle Pierce, Extension Office Community Development Educator; Jeff Bender, Fire Chief; Jeff Esposito, Cam-Plex Director; Cheryl Chitwood, Clerk of District Court; Robert Henning, Museum Director; Kevin Geis, Road and Bridge Director; Ivy McGowan-Castleberry, Public Information Coordinator and Carol Seeger, Commissioners Administrative Director. Commissioner Del Shelstad was absent from the meeting.

Brandy Elder announced the D.I.R.T. training has been canceled and provided an update on the compensation study.

Discussion was held on COVID-19.

Commissioner Bell moved to approve the temporary Infectious Disease Control Policy, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Discussion was held on the relocation of the Museum sign the possible crosswalk at the Museum. It was the consensus of the Board to pursue a TAP grant application for the crosswalk.

An update was provided on PGI and the home being repaired.

Discussion was held on the additional officers requested by the School District.

Quade Schmelzle provided an update on the grasshopper treatment.

Discussion was held on the Council of Community Services' request for funding on a capital project.

Commissioner Bell moved to approve up to \$71,00 in capital funding for the Council of Community Services project, through one percent contingency. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Discussion was held on the Commissioners Liaisons. It was the consensus of the Board to make

Commissioner Faber the liaison for the following: Child Support Authority, Public Health Board, Juvenile & Family Court and CJSB.

Commissioner Bell moved to convene into Executive Session to personnel. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

The Commissioners reconvened into their workshop at 4:30 PM.

There being no further action to come before the Board, the meeting was adjourned at 4:30 PM.

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Kendra Anderson, Deputy Clerk  
Board of County Commissioners

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DG Reardon, Chairman  
Board of County Commissioners

Office of County Commissioners  
March 17, 2020  
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, March 17, 2020. Chairman Reardon called the meeting to order at 9:25 AM. Pastor Dal Grubbs led in prayer and Chairman Reardon led the Pledge of Allegiance.

Present were DG Reardon, Rusty Bell, Bob Maul, Collen Faber, Commissioners; Kendra Anderson, Deputy County Clerk; Jenny Staeben, Deputy County Attorney and Carol Seeger, Commissioners Administrative Director. Commissioner Del Shelstad was absent from the meeting.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Special Meeting Public Land Board, February 26, 2020  
Board of Commissioners Directors Workshop, March 2, 2020  
Board of Commissioners Regular Meeting, March 3, 2020  
Board of Commissioners Special Meeting, March 6, 2020

Correction – Change date of February 14, 2020 Parks and Recreation Board Meeting Minutes to February 24, 2020

MONTHLY REPORTS:

County Clerk – February 2020  
Sheriff's Office, Detention – February 2020  
Treasurer's Office – February 2020

PAYROLL PAYMENTS:

February 22, 2020  
February 29, 2020

CANCELLATION/REBATE OF TAXES:

#4078 - 4091

CAPITAL REQUESTS:

Attorney's Office – Shipping charge for the four approved scanners in the amount of \$203.84 transferred from 825.7241 to 860.7211

Parks & Recreation – Requesting to reallocate the leftover funds from the Tennis Court Project to fund repairs on the pool deck at the Recreation Center in the amount of \$46,000 from account 083.7272.07

LINE ITEM TRANSFERS:

Museum - Transfer \$271.92 from 721.6948 Other Insurance to 721.6733  
Volunteer Program Supplies; transfer \$1,000 from 721.6959 Other Insurance to 721.6712 Exhibits; transfer \$500 from 721.6301 Automobile to 721.6517.5 Meals and Lodging  
Parks & Recreation - Transfer \$460 from 7710.6023 Full Time O.T. Bell Nob to 7705.6023 Full Time – O.T.; transfer \$207 from 7710.6025 Part Time O.T. Bell Nob to 7705.6025 Part Time – O.T.

POSITION VACANCY JUSTIFICATIONS:

Children's Developmental Services – Infant Education Instructor  
County Clerk – Deputy Clerk

RESOLUTIONS:

Correction – Change Resolution Number 2030 to Resolution 2031 A resolution of the governing body for Campbell County, Wyoming providing consent for the Housing Authority of the City of Cheyenne, A/K/A the Cheyenne Housing Authority to provide second loan opportunities for the purchase of affordable housing within Campbell County, Wyoming by qualifying low to moderate income households.

SICK LEAVE TRANSFERS:

Transfer 40 hours from Employee #100394 to Employee #626062

Transfer 20 hours from Employee #227598 to Employee #626062

SOCIAL MEDIA REQUESTS:

Emergency Management – Jerry Fitzner, Deputy Emergency Management Coordinator

HAND WARRANTS:

Campbell County Clerk Tax Account	\$297,041.78
Campbell County Parks & Recreation Activity Fund	33.00
Campbell County Treasurer – FLX/HSA	45,041.98
Campco Federal Credit Union	276.01
Great West Trust Company	37,043.66
Wyoming Child Support	1,688.38
CCCBT	210,221.96
CCEHBTA – Health	566,884.82
CCEHBTA – Dental	42,914.70
Delta Dental Plan of Wyoming	2,105.30
Campbell County Clerk Tax Account	19,142.39
Campbell County Treasurer – FLX/HSA	4,287.49
Campco Federal Credit Union	950.00
Great West Trust Company	2,605.00
Wyoming Attorney General – Criminal Investigation	39.00
First National Bank Visa	209.95
Home Depot	302.27

Commissioner Bell moved to approve all items of the Consent Agenda, with the addition of a First National Bank Hand Warrant in the amount of \$60, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Public comment was provided by Bill Fortner.

Public Health Executive Director, Jane Glaser, and Public Health Officer, Dr. Patel, provided an update on COVID-19.

Commissioner Bell moved to approve the Certificate of State Grant-In-Aid, between the Wyoming Department of Transportation, Aeronautics Division, and Campbell County, State Project No. AGC016X, for costs associated with 2020 Marketing, in a total amount not to exceed \$6,800 or at a rate of fifty percent of eligible costs, with a minimum local share of \$6,800 or at a rate of fifty percent of eligible costs, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Sub-Contract Award for High Intensity Drug Trafficking Area (HIDTA) program between the Wyoming Division of Criminal Investigation (DCI) and Campbell County Sheriff's Office, Award Number G20RM0012A, CFDA Number 95.001, in the amount of \$90,332 from January 1st to December 31st, 2020, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the submission of the FY2020 State Homeland Security Program grant application by the Campbell County Sheriff's Office to the State of Wyoming Office of Homeland Security for the purchase of portable radios and equipment, in a total amount not to exceed \$250,000, as requested. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Sole Source Purchase Request for the Campbell County Prevention Management to utilize funds from the Prevention Management Public Health (PMO) Grant for radio advertisements from Basin Radio Network in the amount not to exceed \$24,000, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to award the bid to Powder River Heating and Air Conditioning, Inc. and approve the reallocation of \$6,000 from the Airport AC Unit Replacement Project, to cover the total cost in the amount not to exceed \$103,608 and authorize the execution of all documents to complete the Courthouse Chiller Replacement Project, as presented. Commissioner Maul seconded the motion. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the lease agreement between Campbell County and the Council of Community Services to lease a portion of the 6,000 square foot building located at 203 Stocktrail Avenue, known as the shop area of "The Old Weed & Pest Building," as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Amendment to Memorandum of Understanding between Campbell County and Energy Addicts amending the insurance requirement from \$2 million per occurrence to \$1 million per occurrence and \$2 million aggregate, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the amended Commissioner Designated Liaisons for 2020, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the Wright Inspection Services Agreement between Campbell County and the Town of Wright, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

A public hearing was held at 10:40 AM for the purpose of hearing comments on the Franchise Agreement between Campbell County and Spectrum Pacific West, LLC.

Commissioner Faber moved to approve the Franchise Agreement between Campbell County and Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications for the construction and operation of a cable system, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to correct the line item transfer for the Museum of \$1,000 from 721.6948, other insurance, to 721.6712, exhibits, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

The Board recessed at 10:45 AM.

The Board reconvened at 2:00 PM. Commissioner Bob Maul was not in attendance.

The Commissioners held a phone conference with Dru Bower for a regulatory update

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 2:45 PM. The next regular meeting of the Commissioners will be held Tuesday, April 7, 2020, at 9:00 AM in the Commissioners Chambers in the Courthouse.

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Kendra Anderson, Deputy Clerk  
Board of County Commissioners

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DG Reardon, Chairman  
Board of County Commissioners

In accordance with W.S. 18-3-516(f) the required County Notices of Publication are available on the County's Website at: [www.ccgov.net](http://www.ccgov.net)

Office of County Commissioners  
March 19, 2020  
Gillette, WY

The Campbell County Board of Commissioners attended the Public Health Board meeting, Thursday, March 19, 2020 at 7:00 PM.

Present were DG Reardon, Rusty Bell, Colleen Faber, Commissioners; Kendra Anderson, Deputy County Clerk; Ivy McGowan-Castleberry, Public Information Coordinator; Jenny Staeben, Deputy County Attorney; Carol Seeger, Commissioners Administrative Director; Public Health Board members and Mayor Louise Carter-King. Commissioners Del Shelstad and Bob Maul were absent from the meeting.

Discussion was held on COVID-19.

Discussion was held on the upcoming FY 2020-2021 budget.

Commissioner Bell moved to approve the hand warrant to Ultra Manufacturing Inc. in the amount of \$20,900 for the installation of a new pool decking at the Recreation Center. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Discussion was held on the possible closure of the courthouse to the public.

There being no further action to come before the Board, the Commissioners left the meeting at 8:10 PM.

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Kendra Anderson, Deputy Clerk  
Board of County Commissioners

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DG Reardon, Chairman  
Board of County Commissioners

Office of County Commissioners  
March 23, 2020  
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Monday, March 23, 2020 at 8:00 AM.

The purpose of the Special Meeting was to consider matters related to the Coronavirus-19 pandemic.

Present were DG Reardon, Rusty Bell, Del Shelstad, Colleen Faber, Commissioners; Linda Grose, Deputy County Clerk; Ivy McGowan-Castleberry, Public Information Coordinator; Jenny Staeben, Deputy County Attorney and Carol Seeger, Commissioners Administrative Director. Commissioner Bob Maul was present via telephone.

Discussion was held on the closure of the courthouse to the public.

Commissioner Faber moved to approve Resolution No. 2032 providing for the closure of the Campbell County Courthouse to the general public except as authorized which includes those needing access for Circuit and District Court proceedings in accordance with orders established by those courts and the Wyoming Supreme Court. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the closure and pay practices proposals presented and recommended by Brandy Elder, Executive Director of Human Resources and Risk Management, as established in her memorandums dated March 23, 2020, to minimize co-employee exposure during the Coronavirus-19 pandemic crisis. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

There being no further business to come before the Board, the meeting was adjourned at 8:25 AM.

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Linda Grose, Deputy Clerk  
Board of County Commissioners

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DG Reardon, Chairman  
Board of County Commissioners

Office of County Commissioners  
March 31, 2020  
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Tuesday, March 31, 2020 at 8:30 AM.

The purpose of the Special Meeting was to re-evaluate county facility closures, related to the Coronavirus-19 pandemic, and consider approval of Families First Coronavirus Response Act policy.

Present were DG Reardon, Rusty Bell, Del Shelstad, Colleen Faber, Commissioners; Kendra Anderson, Deputy County Clerk and Carol Seeger, Commissioners Administrative Director. Commissioner Bob Maul was present via telephone.

Discussion was held with Matt Olsen, Environmental Services Manager, on the re-evaluation the closure of the landfill.

Commissioner Shelstad moved to approve Resolution No. 2032.1, providing for hours of operation of the Campbell County North Landfill to the general public on April 4, 2020 and April 18, 2020 and every first and third Saturday of each month from the hours of 7:30 AM until 4:30 PM until further notice subject to the conditions and restrictions established by the Department of Public Works in its memorandum dated March 27, 2020. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Discussion was held with Rick Mansur, Parks and Recreation Director, on the possibility of opening the Bell Nob Golf Course, with restrictions.

Commissioner Bell moved to approve Resolution No. 2032.2, providing for the continued closure of county facilities except the Bell Nob Gold Course, subject to the restrictions established by staff. Commissioner Shelstad seconded the motion. Commissioner Bell - Nay, Chairman Reardon - Aye, Commissioner Maul - Aye, Commissioner Shelstad – Aye, Commissioner Faber – Aye. Carried.

Discussion was held with Brandy Elder, HR and Risk Management Director, on the Families First Coronavirus Response Act policy.

Commissioner Bell moved to approve the Families First Coronavirus Response Act Policy as prepared and presented by Brandy Elder, Director of Human Resources and Risk Management. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

There being no further business to come before the Board, the meeting was adjourned at 10:05 AM.

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Kendra Anderson, Deputy Clerk  
Board of County Commissioners

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DG Reardon, Chairman  
Board of County Commissioners

CLERK OF DISTRICT COURT  
MONTHLY REPORT  
FEBRUARY 2020

Approved by the Board of County  
Commissioners this..... day of  
.....A.D. 20.....  
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The State of Wyoming } ss.  
County of Campbell

This instrument was filed  
on the\_\_\_\_ day of\_\_\_\_  
20\_\_\_\_\_.

\_\_\_\_\_  
County Clerk

By\_\_\_\_\_  
Deputy

**MONTHLY STATEMENT**

**Statement of the Earnings or Collections of Cheryl Chitwood as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending February, 2020, and reported to the Board of District Court within and for the County of Campbell, State of Wyoming, Cheyenne, WY.**

**CLERK, DISTRICT COURT,**

<b>Civil Fees</b>	<b>4-040-0000</b>	<b>\$</b>	<b>6,110.00</b>
<b>Probate Fees</b>	<b>4-041-0000</b>	<b>\$</b>	<b>325.00</b>
<b>Fines</b>	<b>5-001-0000</b>	<b>\$</b>	<b>13,362.99</b>
<b>Jury Fees</b>	<b>4-044-0000</b>	<b>\$</b>	<b>200.00</b>
<b>Miscellaneous Fees</b>	<b>4-043-0000</b>	<b>\$</b>	<b>5,028.25</b>

**Total Earnings**

**\$ 25,026.24**

**STATE OF WYOMING)**

**) ss**

**County of Campbell )**

**I hereby certify that the above is a true and correct statement of the earnings of my office, or of moneys collected by me as such officer during the month above mentioned, and that the same has been by me paid into the County Treasury.**

**WITNESS my hand and seal this 10th day of March, 2020.**

  
**Cheryl Chitwood, Clerk**

SHERIFF'S OFFICE  
MONTHLY STATEMENT  
FEBRUARY 2020

Approved by the Board of County  
Commissioners this..... day of  
.....A.D. 20.....  
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The State of Wyoming } ss.  
County of Campbell }

This instrument was filed  
on the \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.

\_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Deputy

## MONTHLY SHERIFF'S STATEMENT

Statement of the collections of **Scott Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **February 2020** and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

	Service Fees .....	4,100.00
	Fingerprint Fees .....	395.00
	Background Fees .....	36.00
	Copy Fees .....	78.82
	Notary Fees .....	2.00
	Sheriff's Sale & Sheriff's Certificate Fees.....	126.00
	Executions .....	0.00
COUNTY SHERIFF	Concealed Firearm Permit Fees .....	625.00
	Sex Offender Registration Fees .....	656.50
	Salvage Vehicle Sales .....	0.00
	Towing Fees .....	157.50
	Foreclosure Sales .....	0.00
	General Fund .....	4.97
	E911 .....	50,000.00
	Town of Wright Reimbursement .....	0.00
	Town of Wright 911 .....	0.00
	Campbell County Fire Department 911.....	15,000.00
	Campbell County Health 911 .....	0.00
	WASCOP Grant .....	0.00
	<b>\$71,181.79</b>	

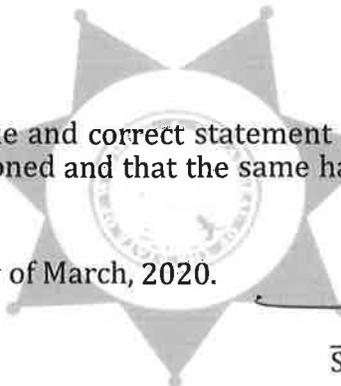
STATE OF WYOMING

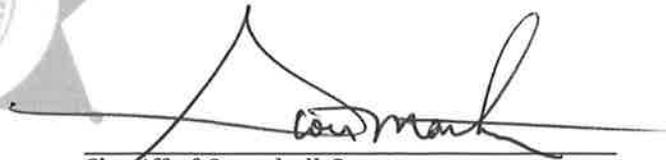
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COUNTY OF CAMPBELL

I hereby certify that the above is a true and correct statement of the monies collected by me as such officer during the month above mentioned and that the same has been paid into the County Treasury, the appropriate court or entity.

WITNESS my hand and seal this 1<sup>st</sup> day of March, 2020.



  
 \_\_\_\_\_  
 Sheriff of Campbell County

# PAYROLL PAYMENT

**FOR THE PAY PERIOD (s) ENDING**

March 7, 2020

March 21, 2020

\_\_\_\_\_

We do hereby approve the County Payroll as presented this 7<sup>th</sup> day of April, 2020

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman

PETITION FOR REBATE/CANCELLATION OF TAXES  
STATE OF WYOMING  
COUNTY OF CAMPBELL

3-12-20  
date processed

No: 4092

NAME: LUCA TECHNOLOGIES INC

NOTICE ISSUED FOR:

NOVC#

OTHER: SITE NO LONGER EXISTS

PARTIAL  
 REBATE  
 CANCELLATION

YEAR 2013

TAX NOTICE NO. 3125

DISTRICT NO. 100

ASSESSED VALUATION: 185,159

AMOUNT:\$ 7,477.50

Joy A. Gorman COUNTY ASSESSOR

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

THIS 7<sup>th</sup> DAY OF April, 2020

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

FILED \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
COUNTY CLERK

PETITION FOR REBATE/CANCELLATION OF TAXES

3-12-20  
date processed

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4093

NAME: LUCA TECHNOLOGIES INC

NOTICE ISSUED FOR:

NOVC#

OTHER: SITE NO LONGER EXISTS

PARTIAL  
 REBATE  
 CANCELLATION

YEAR 2014

TAX NOTICE NO. 3126

DISTRICT NO. 100

ASSESSED VALUATION: 120,433

AMOUNT:\$ 7,194.32

Joy A. Gement COUNTY ASSESSOR

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

THIS 7<sup>th</sup> DAY OF April, 20 20

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\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

FILED \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
COUNTY CLERK

PETITION FOR REBATE/CANCELLATION OF TAXES  
STATE OF WYOMING  
COUNTY OF CAMPBELL

3-12-20  
date processed

No: 4094

NAME: LUCA TECHNOLOGIES INC

NOTICE ISSUED FOR:

NOVC#

OTHER: SITE NO LONGER EXISTS

PARTIAL  
 REBATE  
 CANCELLATION

YEAR 2015

TAX NOTICE NO. 3157

DISTRICT NO. 100

ASSESSED VALUATION: 120,433

AMOUNT:\$ 7,176.36

Froy A. Cummings COUNTY ASSESSOR

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

THIS 7<sup>th</sup> DAY OF April, 20 20

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

FILED \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
COUNTY CLERK

PETITION FOR REBATE/CANCELLATION OF TAXES  
STATE OF WYOMING  
COUNTY OF CAMPBELL

3/2/20  
date processed

No: 4095

NAME: LUCA TECHNOLOGIES INC

NOTICE ISSUED FOR:

NOVC#

OTHER: SITE NO LONGER EXISTS

PARTIAL

REBATE

CANCELLATION

YEAR 2016

TAX NOTICE NO. 3160

DISTRICT NO. 100

ASSESSED VALUATION: 120,433

AMOUNT:\$ 7,172.04

 COUNTY ASSESSOR

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

THIS 7<sup>th</sup> DAY OF April, 20 20

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\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

FILED \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
COUNTY CLERK

PETITION FOR REBATE/CANCELLATION OF TAXES

3-12-20  
date processed

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4096

NAME: LUCA TECHNOLOGIES INC

NOTICE ISSUED FOR:

NOVC#

OTHER: SITE NO LONGER EXISTS

PARTIAL  
 REBATE  
 CANCELLATION

YEAR 2017

TAX NOTICE NO. 3146

DISTRICT NO. 100

ASSESSED VALUATION: 120,433

AMOUNT:\$ 7,161.68

Troy H. Clements COUNTY ASSESSOR

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

THIS 7<sup>th</sup> DAY OF April, 20 20

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

FILED \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
COUNTY CLERK

PETITION FOR REBATE/CANCELLATION OF TAXES  
STATE OF WYOMING  
COUNTY OF CAMPBELL

3/27/20  
date processed

No: 4097

NAME: LUCA TECHNOLOGIES INC

NOTICE ISSUED FOR:

NOVC#

OTHER: SITE NO LONER EXISTS

PARTIAL  
 REBATE  
 CANCELLATION

YEAR 2018

TAX NOTICE NO. 3080

DISTRICT NO. 100

ASSESSED VALUATION: 120,433

AMOUNT:\$ 7,178.66

*Troy A. Clements* COUNTY ASSESSOR

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

THIS 7<sup>th</sup> DAY OF April, 20 20

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

FILED \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
COUNTY CLERK

PETITION FOR REBATE/CANCELLATION OF TAXES

3-12-20  
date processed

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4098

NAME: LUCA TECHNOLOGIES INC

NOTICE ISSUED FOR:

NOVC#

OTHER: SITE NO LONGER EXISTS

PARTIAL

REBATE

CANCELLATION

YEAR 2019

TAX NOTICE NO. 3107

DISTRICT NO. 100

ASSESSED VALUATION: 120,433

AMOUNT:\$ 7,215.38

Joy A. Juments COUNTY ASSESSOR

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

THIS 7<sup>th</sup> DAY OF April, 2020

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

FILED \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
COUNTY CLERK



**OFFICE**  
500 South Gillette Avenue  
Suite 1100  
Gillette, Wyoming 82716  
(307) 682-7283  
(307) 687-6325 FAX  
www.ccgov.net

Carol J. Seeger, Commissioners  
Administrative Director

**BOARD OF COMMISSIONERS**  
D.G. Reardon, Chairman  
Rusty Bell  
Bob Maul  
Del Shelstad  
Colleen Faber

---

## MEMORANDUM

**TO:** Board of Commissioners

**FROM:** Carol Seeger  
Commissioners Administrative Director

**RE:** Request for File Storage/Circuit Court

**DATE:** April 7, 2020

---

Attached please find a letter dated March 13, 2020, from Judge Bartlett and Judge Phillips with Circuit Court requesting the county purchase file storage racks to alleviate storage issues they are experiencing.

The request appears to be for six (6) units to be placed in various locations in their offices for a total cost of \$1,265. I have visited with Susan Saunders, Campbell County Clerk, and if the Commission is inclined to grant the request, she advises there are funds in the Capital Contingency budget line item available to satisfy this request.

If you have questions or if I can be of further assistance, please let me know.

# Circuit Court of the Sixth Judicial District Campbell County, State of Wyoming

Wendy M. Bartlett  
Circuit Court Judge

Paul S. Phillips  
Circuit Court Judge

Joseph Bolton  
Clerk of Court



500 South Gillette Ave  
Suite 2200  
Gillette, WY 82716

(307) 682-2190  
(307) 687-6214 fax

March 13, 2020

Chairman, Campbell County Commissioners  
500 S. Gillette Avenue, Suite 1100  
Gillette, WY 82716

Dear Commissioners:

Pursuant to §W.S. 5-9-124 the Campbell County Circuit Court is requesting the County purchase of record storage racks (Exhibit A). Campbell County is one of the busiest circuit courts in the state. Our file storage space is limited. The retention schedule requires that we keep records up to fifteen years. The court is in the process of re-organizing and purging what files we can pursuant to the records retention schedules, however, it is obvious that in order to make the best use of the allocated file storage space additional shelving is required.

The court is requesting:

2-69 x 15 x 84" racks for the file storage room (\$220.00 each = \$440.00)  
3-69 x 15 x 84" racks for the judges storage rooms (\$220.00 each = \$660.00)  
1-42 x 15 x 84" rack for the hall (\$165.00)

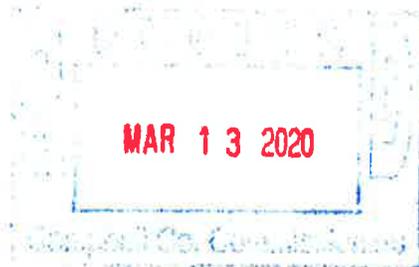
Total purchase: \$1,265.00

Both of us would be happy to answer any questions that you might have, or please feel free to call Joseph Bolton, chief clerk, who will be best able to answer your questions.

Thank you for your attention to this matter.

A handwritten signature in blue ink, appearing to read "Paul S. Phillips".

Paul S. Phillips

A handwritten signature in blue ink, appearing to read "Wendy M. Bartlett".

Wendy M. Bartlett

PER Susan  
USE Capital Campaign  
\$299,850

Search



## RECORD STORAGE RACKS

Specifically designed for storage boxes.

- Quick, easy boltless assembly. Shelves snap into place and adjust in 1 1/2" increments.
- 4 shelf supports and smooth, solid 5/8" particle boards included.
- 15" Deep Storage Rack - Store one row of boxes.
- 30" Deep Storage Rack - Store two rows of boxes.
- Storage File Boxes available.

### RECORD STORAGE RACKS

MODEL NO.	DIMENSIONS W x D x H	FILE BOX CAPACITY	SHELF CAP. (LBS.)	WT. (LBS.)	PRICE EACH		ADD TO CART	
					1	2+	<input type="text"/>	<input type="button" value="ADD"/>
<a href="#">H-6689</a>	42 x 15 x 84"	24	1,500	108	\$165	\$155	<input type="text"/>	<input type="button" value="ADD"/>
■ <a href="#">H-6692</a>	42 x 30 x 84"	48		162	210	200	<input type="text"/>	<input type="button" value="ADD"/>
■ <a href="#">H-5377</a>	69 x 15 x 84"	40	1,200	158	230	220	<input type="text"/>	<input type="button" value="ADD"/>
■ <a href="#">H-5378</a>	69 x 30 x 84"	80		245	290	280	<input type="text"/>	<input type="button" value="ADD"/>

■ SHIPS UNASSEMBLED VIA MOTOR FREIGHT

# Emergency Sick Leave Bank Request

TO: Campbell County Board of Commissioners

Requesting Department: County Attorney's Office

DATE: 3/31/2020

Please consider this request to transfer up to 80 hours of accrued sick leave. No single donation should exceed 100 hrs.

To: 677521 From: ESLB  
Employee Number

  
Department Head Approval *Wirtzweimich*

  
Director of Human Resources

---

### For Commission Office Use Only:

Date - Board of Commissioner Action: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Pending \_\_\_\_\_

Routing: Requesting Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and requesting department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Requesting Department: Check outcome from Commissioners meeting minutes.

---

### For Payroll/HR Only:

Date Used: \_\_\_\_\_

Employee Number (Requesting employee): \_\_\_\_\_

Hours Utilized: \_\_\_\_\_

# Emergency Sick Leave Bank Request

TO: Campbell County Board of Commissioners

Requesting Department: District Court

DATE: 3-23-2020  
or 29.23 until April 1<sup>st</sup>

Please consider this request to transfer up to 52.23 hours of accrued sick leave. No single donation should exceed 100 hrs.

To: 594911  
Employee Number

From: ESLB

  
Department Head Approval

  
Director of Human Resources

---

### For Commission Office Use Only:

Date - Board of Commissioner Action: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Pending \_\_\_\_\_

Routing: Requesting Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and requesting department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Requesting Department: Check outcome from Commissioners meeting minutes.

---

### For Payroll/HR Only:

Date Used: \_\_\_\_\_

Employee Number (Requesting employee): \_\_\_\_\_

Hours Utilized: \_\_\_\_\_

## Emergency Sick Leave Bank Donation

TO: Campbell County Board of Commissioners

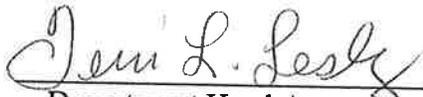
Donating Department: Library

DATE: 3-19-2020

Please consider this request to transfer up to 100 hours of accrued sick leave. No single donation should exceed 100 hrs.

From: 134332  
Employee Number

To: ESLB

  
Department Head Approval

  
Director of Human Resources

---

For Commission Office Use Only:

Date - Board of Commissioner Action: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Pending \_\_\_\_\_

Routing: Donating Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and donating department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Donating Department: Check outcome from Commissioners meeting minutes.

---

For Payroll/HR Only:

Date Used: \_\_\_\_\_

Employee Number (Donating employee): \_\_\_\_\_

Hours Utilized: \_\_\_\_\_

## Emergency Sick Leave Bank Request

**TO:** Campbell County Board of Commissioners

**Requesting Department:** Library

**DATE:** 3-19-20

Please consider this request to transfer up to 100 hours of accrued sick leave. No single donation should exceed 100 hrs.

**To:** 224418  
Employee Number

**From:** ESLB

  
Department Head Approval

  
Director of Human Resources

---

**For Commission Office Use Only:**

Date - Board of Commissioner Action: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Pending \_\_\_\_\_

Routing: Requesting Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and requesting department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Requesting Department: Check outcome from Commissioners meeting minutes.

---

**For Payroll/HR Only:**

Date Used: \_\_\_\_\_

Employee Number (Requesting employee): \_\_\_\_\_

Hours Utilized: \_\_\_\_\_

## Emergency Sick Leave Bank Donation

TO: Campbell County Board of Commissioners

Donating Department: Library

DATE: 3-19-2020

Please consider this request to transfer up to 80 hours of accrued sick leave. No single donation should exceed 100 hrs.

From: 314430  
Employee Number

To: ESLB

Jerr L. Lesley  
Department Head Approval

[Signature]  
Director of Human Resources

---

For Commission Office Use Only:

Date - Board of Commissioner Action: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Pending \_\_\_\_\_

Routing: Donating Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and donating department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Donating Department: Check outcome from Commissioners meeting minutes.

---

For Payroll/HR Only:

Date Used: \_\_\_\_\_

Employee Number (Donating employee): \_\_\_\_\_

Hours Utilized: \_\_\_\_\_

## Emergency Sick Leave Bank Donation

**TO:** Campbell County Board of Commissioners

**Donating Department:** Library

**DATE:** March 18, 2020

Please consider this request to transfer up to 80 hours of accrued sick leave. No single donation should exceed 100 hrs.

**From:** 411475  
Employee Number

**To:** ESLB

Jeri L. Lesly  
Department Head Approval

[Signature]  
Director of Human Resources

---

**For Commission Office Use Only:**

Date - Board of Commissioner Action: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Pending \_\_\_\_\_

Routing: Donating Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and donating department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Donating Department: Check outcome from Commissioners meeting minutes.

---

**For Payroll/HR Only:**

Date Used: \_\_\_\_\_

Employee Number (Donating employee): \_\_\_\_\_

Hours Utilized: \_\_\_\_\_

## Emergency Sick Leave Bank Donation

TO: Campbell County Board of Commissioners

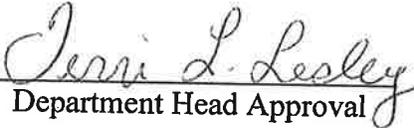
Donating Department: Library

DATE: 3-19-2020

Please consider this request to transfer up to 100 hours of accrued sick leave. No single donation should exceed 100 hrs.

From: 103827  
Employee Number

To: ESLB

  
Department Head Approval

  
Director of Human Resources

---

For Commission Office Use Only:

Date - Board of Commissioner Action: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Pending \_\_\_\_\_

Routing: Donating Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and donating department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Donating Department: Check outcome from Commissioners meeting minutes.

---

For Payroll/HR Only:

Date Used: \_\_\_\_\_

Employee Number (Donating employee): \_\_\_\_\_

Hours Utilized: \_\_\_\_\_

## Emergency Sick Leave Bank Donation

**TO:** Campbell County Board of Commissioners

**Donating Department:** PUBLIC WORKS

**DATE:** 3.23.2020

Please consider this request to transfer up to 80 hours of accrued sick leave. No single donation should exceed 100 hrs.

**From:** 537529  
Employee Number

**To:** ESLB

  
Department Head Approval

  
Director of Human Resources

---

For Commission Office Use Only:

Date - Board of Commissioner Action: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Pending \_\_\_\_\_

Routing: Donating Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve. create copy for file and donating department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Donating Department: Check outcome from Commissioners meeting minutes.

---

For Payroll/HR Only:

Date Used: \_\_\_\_\_

Employee Number (Donating employee): \_\_\_\_\_

Hours Utilized: \_\_\_\_\_

## Emergency Sick Leave Bank Donation

TO: Campbell County Board of Commissioners

Donating Department: Parks + Recreation

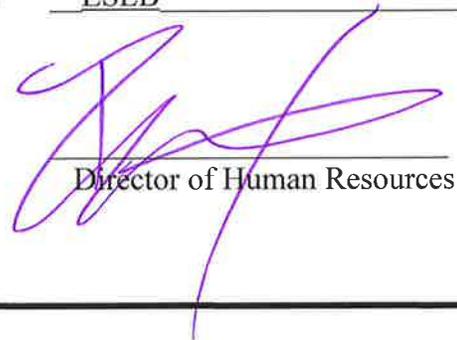
DATE: 3/18/2020

Please consider this request to transfer up to 100 hours of accrued sick leave. No single donation should exceed 100 hrs.

From: 171230  
Employee Number

To: ESLB

Rich Mansur  
Department Head Approval

  
Director of Human Resources

---

For Commission Office Use Only:

Date - Board of Commissioner Action: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Pending \_\_\_\_\_

Routing: Donating Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and donating department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Donating Department: Check outcome from Commissioners meeting minutes.

---

For Payroll/HR Only:

Date Used: \_\_\_\_\_

Employee Number (Donating employee): \_\_\_\_\_

Hours Utilized: \_\_\_\_\_

*RL*  
*3/19/20*

**Emergency Sick Leave Bank Donation**

TO: Campbell County Board of Commissioners

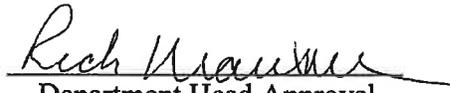
Donating Department: CCPR

DATE: 3-26-20

Please consider this request to transfer up to 100 hours of accrued sick leave. No single donation should exceed 100 hrs.

From: 174449  
Employee Number

To: ESLB

  
Department Head Approval

  
Director of Human Resources

---

For Commission Office Use Only:

Date - Board of Commissioner Action: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Pending \_\_\_\_\_

Routing: Donating Department: Complete & print form, obtain applicable signatures then forward to HR; HR Department: Review & approve, create copy for file and donating department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner meeting action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Donating Department: Check outcome from Commissioners meeting minutes.

---

For Payroll/HR Only:

Date Used: \_\_\_\_\_

Employee Number (Donating employee): \_\_\_\_\_

Hours Utilized: \_\_\_\_\_



**OFFICE**  
 500 South Gillette Avenue  
 Suite 1100  
 Gillette, Wyoming 82716  
 (307) 682-7283  
 (307) 687-6325 FAX  
 www.ccgov.net

**TO:** Board of Commissioners  
**FROM:** Wendy Balo  
**DATE:** 04/07/2020  
**SUBJECT:** Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$41,800	083.7173.5	Parks Cap.Const. Bicentennial Park	083.7271.16	Parks Cap Const Pool Flooring

Explanation: Parks & Rec are using the downtime from the CoVid-19 shutdown to perform needed refinishing to the pool decks. The Bicentennial project will not require these monies.



**OFFICE**

500 South Gillette Avenue  
 Suite 1100  
 Gillette, Wyoming 82716  
 (307) 682-7283  
 (307) 687-6325 FAX  
 www.ccgov.net

**TO:** Board of Commissioners  
**FROM:** Scott Matheny, Campbell Co Sheriff  
**DATE:** March 23, 2020  
**SUBJECT:** Line Item Transfer Request

Please make the following line item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
032320	\$200.00	051.6517.4	S.O. Trng Travel	051.6281	S.O. Non-Trng Travel
032320	\$10,000	052.6117	Utilities	052.6777	Bldg Maintenance

**Explanation:**

Non-Training travel account is for travel for investigative purposes such as out-of-town interviews, transport of evidence, meetings. In regards to Building Maintenance, we have had several unanticipated expensive repairs happen this fiscal year such as the sewer line failure, air handler, walk-in cooler, air conditioning unit in B-Pod, etc.

Director Approval:

2020-020

## POSITION VACANCY JUSTIFICATION

Department:	Library Board	Date:	3/6/20		
Position Title: Youth Services Specialist					
Classification Band:	23	Current Salary:	\$27.34		
Salary Range: 52					
Minimum:	\$19.52	Mid-Point:	\$23.43	Maximum:	\$27.34
Position Justification: This position is essential for meeting community demand for youth services. It includes developing and presenting literature-based programs, summer reading, and reader's advisory. Supervision of youth, reference help, and guidance in the use of on-line databases are critically needed.					
Termed incumbent:	[REDACTED]				
Position Originated:					
Funding Source for Position:	County	<input checked="" type="checkbox"/>		State	
	Federal			Other	(Please explain)
Classification:	Full Time		Part Time	<input checked="" type="checkbox"/>	Number of Hours
	Exempt		Non-Exempt	<input checked="" type="checkbox"/>	20
Reason for Vacancy:	Resigned	<input checked="" type="checkbox"/>	Terminated		New Hire
<b>Retired</b>	Exempt		Non-Exempt		Promotion
Existing Budgeted Position:	Yes	<input checked="" type="checkbox"/>	No		If No, Please explain:
Benefit Eligible:	Yes	<input checked="" type="checkbox"/>	No		Please explain:
Department Head Signature:	<i>Jenni L. Lesley</i> 3-6-20				
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.

*File 3/13/2020*

2020-024

## POSITION VACANCY JUSTIFICATION

Department:	Public Works	Date:	March 27, 2020		
Position Title: Administrative Assistant I/II Part-Time					
Classification Band:	39/17 or 46/21	Current Salary:	\$0/year		
Salary Range:					
Minimum:	\$14.17	Mid-Point:	\$20.20	Maximum:	\$23.57
Position Justification: Incumbent Sr. Admin is retiring and about 1/2 of HR functions will move to HR/Risk Dept. A P/T position will allow us to have redundancy to cover phones and provide administrative assistance to all Divisions. It will also allow the continued scanning and archiving support for Surveying/GIS as we continue to grow and mature our GIS program.					
Termed incumbent: N/A					
Position Originated: Retiring Senior Administrative Assistant					
Funding Source for Position:	County	YES		State	WIC Program
	Federal			Other	(Please explain)
Classification:	Full Time		Part Time	YES	Number of Hours 1040
	Exempt		Non-Exempt		
Reason for Vacancy:	Replacing Termination	YES		New Position	
Existing Budgeted Position:	Yes	X	No		If No, Please explain:
Benefit Eligible:	Yes		No	X	Please explain: Part-time
Department Head Signature:	<i>K-C King</i> 3.19.2020				
Commissioner Approval:					

*De*  
3/23/2020

**MEMORANDUM**

TO: Board of Commissioners  
 FROM: Kevin C. King, P.E., Public Works Director  
 DATE: March 31, 2020  
 SUBJECT: Request to change a full-time position to part-time position

An incumbent Senior Administrative Assistant retired on March 31, 2020. This position was charged with all HR-related tasks for the Department, providing administrative support for all Public Works Divisions, and performing an array of special projects for all Divisions. With HR/Risk fully staffed, about half of the HR-related tasks will shift to that Department, but we still require some administrative support and redundancy. We request a change from a 40-hour full time position to a 20-hour per week part-time Administrative Assistant I/II position (non-benefited) to cover lunch hour phones, provide administrative support, and to continue scanning and archiving for Surveying/GIS. Depending on workload, this position could also assist the Commissioner’s Office and HR/Risk to cover for absent staff.

**Cost of the existing full-time position was:**

Wages	\$ 59,737.60
Overtime	\$ -
Taxes	\$ 4,569.93
Retirement	\$ 10,525.77
Insurance	\$ 9,900.00
Flex	
Deferred Comp	
Total P/R	\$ 84,733.30

**Cost of the proposed part-time position is:**

Wages	\$ 21,008.00
Overtime	\$ -
Taxes	\$ 1,607.00
Retirement	\$ -
Insurance	\$ -
Flex	
Deferred Comp	
Total P/R	\$ 22,615.00

This request results in a \$62,118 annual savings in wages and benefits.

If approved, we will monitor workload beginning April 1<sup>st</sup> and determine the opportune time to fill the position if demand occurs.

## Campbell County Additional Reduction in Staffing/Hours Request Budget Year 2019-2020

**Existing Condition**

Department, Office or Board:

Public Works

Reviewed by:

\_\_\_ Human Resources

Position:

Administrative Assistant, Senior

\_\_\_ Personnel Committee

Quarter Requested:

1   2   3   4

	Rate of Pay	Annual Hours
Full Time Regular	\$28.72	2080
Part Time W/Benefits		
Part Time W/O Benefits		
Seasonal W/O Benefits		
Substitute/Occasional		
Temporary		
Additional Hours		

**Information From P/R Spread Sheet**

**Priority # On Appropriate Capital Request**

Cost for Position	Wages	\$ 59,737.60	Desks	
	Overtime	\$ -	Computer	
	Taxes	\$ 4,569.93	Vehicle	
	Retirement	\$ 10,525.77	Phone	
	Insurance	\$ 9,900.00	Other	
	Flex			
	Deferred Comp			
	Total P/R	\$ 84,733.30	Total \$	

**Describe the Position**

Existing Senior Administrative Assistant in Public Works. This position handles a majority of the HR functions for the Department, and provides administrative tasks to all Divisions. Scanning and archiving for the Surveying/GIS Division has allowed the Division to grow and expand their data.

**Justification for Position**

Incumbent is retiring, and about half of HR functions are moving to the HR/Risk Department. A part time position will allow us to have redundancy to cover phones, to provide administrative assistance to all Divisions, and will allow the continued scanning and archiving support for Surveying/GIS as we continue to grow and mature our GIS program.

\* One form per employee requested

Director/Board Signature:

Date:

## Campbell County Additional Reduction in Staffing/Hours Request Budget Year 2019-2020

### Proposed Condition

Department, Office or Board:

Public Works

Reviewed by:

Human Resources

Position:

Administrative Assistant I/II

Personnel Committee

Quarter Requested:

1   2   3   4

	Rate of Pay	Annual Hours
Full Time Regular		
Part Time W/Benefits		
Part Time W/O Benefits	\$20.20	1040
Seasonal W/O Benefits		
Substitute/Occasional		
Temporary		
Additional Hours		

### Information From P/R Spread Sheet

### Priority # On Appropriate Capital Request

Cost for Position	Wages	\$ 21,008.00	Desks	
	Overtime	\$ -	Computer	
	Taxes	\$ 1,607.00	Vehicle	
	Retirement	\$ -	Phone	
	Insurance	\$ -	Other	
	Flex			
	Deferred Comp			
	Total P/R	\$ 22,615.00	Total \$	

**Describe the Position**  
Existing Senior Administrative Assistant in Public Works. This position handles a majority of the HR functions for the Department, and provides administrative tasks to all Divisions. Scanning and archiving for the Surveying/GIS Division has allowed the Division to grow and expand their data.

**Justification for Position**  
Incumbent is retiring, and about half of HR functions are moving to the HR/Risk Department. A part time position will allow us to have redundancy to cover phones, to provide administrative assistance to all Divisions, and will allow the continued scanning and archiving support for Surveying/GIS as we continue to grow and mature our GIS program.

\* One form per employee requested

Date:

Director/Board Signature:

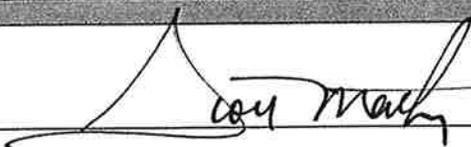
2020-025

# Position Vacancy Justification

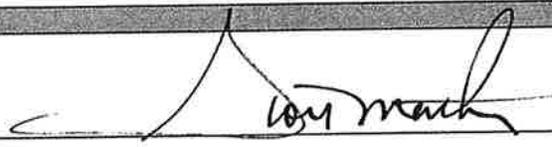
Department:	<b>Public Works / Facilities Maintenance</b>			Date:	<b>March 31, 2020</b>
Position Title:	<b>Maintenance Technician II or III</b>				
Classification Band / Range:	<b>52/23 or 56/25</b>	Current Salary of Incumbent:	<b>\$0 / yr</b>		
Salary Range:	Min <b>\$19.52</b>	Mid <b>\$22.69</b>	Max <b>\$25.86</b>		
Justification for Hiring Position:	New position approved by Commissioners June 18, 2019 - for second half of fiscal year 2019/2020 - Confirmed at Directors Meeting on 3/2/2020				
Termed Incumbent:	N/A				
Position Originated:	Budgeted Position for 2nd half of fiscal year 2019-2020				
Funding Source for Position:	County: <b>Yes</b>	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time <b>Yes</b>	Part-Time:	Number of Annual Hours:		<b>2080</b>
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement:		New Position: X
Existing Budgeted Position:	<b>Yes</b>				
Benefit Eligible:	<b>Yes</b>				
Department Head Signature & Date	<i>K-C King</i> 3.5.2020				
Commissioner Approval & Date:					

*BE*  
3/23/2020

## Position Vacancy Justification

Department:	<b>Sheriff's Office</b>	Date:	<b>3/2/2020</b>		
Position Title:	<b>Administrative Assistant I, II, III</b>				
Classification Band / Range:	<b>39 - 46 - 49</b>	Current Salary of Incumbent:	<b>\$15.00</b>		
Salary Range:	Min <b>\$14.17</b>	Mid <b>\$21.77</b>	Max <b>\$25.38</b>		
Justification for Hiring Position:	Filling existing budgeted position due to interoffice transfer.				
Termed Incumbent:	[REDACTED]				
Position Originated:	Budgeted Position for fiscal year 2019-2020				
Funding Source for Position:	County: <b>Yes</b>	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time	Part-Time <b>Yes</b>	Number of Annual Hours:		<b>1664</b>
Reason for Vacancy:	Replacement due to Termination: Wendy Rice (3/9/2020)		Replacement due to Retirement:	New Position:	
Existing Budgeted Position:	<b>Yes</b>				
Benefit Eligible:	<b>Yes</b>				
Department Head Signature & Date					
Commissioner Approval & Date:	 3/17/2020				

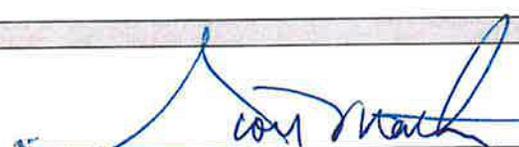
# Position Vacancy Justification

Department:	<b>Sheriff's Office</b>	Date:	<b>3/2/2020</b>		
Position Title:	<b>Administrative Assistant I, II, III</b>				
Classification Band / Range:	<b>39 - 46 - 49</b>	Current Salary of Incumbent:	<b>\$15.00</b>		
Salary Range:	Min <b>\$14.17</b>	Mid <b>\$21.77</b>	Max <b>\$25.38</b>		
Justification for Hiring Position:	Filling existing budgeted position due to interoffice transfer.				
Termed Incumbent:	[REDACTED]				
Position Originated:	Budgeted Position for fiscal year 2019-2020				
Funding Source for Position:	County: <b>Yes</b>	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time	Part-Time <b>Yes</b>	Number of Annual Hours:		<b>1040</b>
Reason for Vacancy:	Replacement due to Termination: Wendy Rice (3/9/2020)		Replacement due to Retirement:	New Position:	
Existing Budgeted Position:	<b>Yes</b>				
Benefit Eligible:	<b>Yes</b>				
Department Head Signature & Date					
Commissioner Approval & Date:					

3/17/2020

2020-019

## Position Vacancy Justification

Department:	<b>Sheriff's Office</b>	Date:	<b>2/28/2020</b>
Position Title:	<b>Administrative Assistant I, II, III</b>		
Classification Band / Range:	<b>39 - 46 - 49</b>	Current Salary of Incumbent:	<b>\$18.08</b>
Salary Range:	Min <b>\$14.17</b>	Mid <b>\$21.77</b>	Max <b>\$25.38</b>
Justification for Hiring Position:	Filling existing budgeted position due to termination on March 9, 2020.		
Termed Incumbent:	[REDACTED]		
Position Originated:	Budgeted Position for fiscal year 2019-2020		
Funding Source for Position:	County: <b>Yes</b>	State:	Federal:
		Other:	Explain Other:
Status Code:	Full-Time <b>Yes</b>	Part-Time:	Number of Annual Hours: <b>2080</b>
Reason for Vacancy:	Replacement due to Termination: <b>X</b>	Replacement due to Retirement:	New Position:
Existing Budgeted Position:	<b>Yes</b>		
Benefit Eligible:	<b>Yes</b>		
Department Head Signature & Date			
Commissioner Approval & Date:			

  
2/3/2020

The following page(s) contain the backup material for Agenda Item: [9:10 2020 Fireworks Storage Resolution](#)

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**Please be cautious.**

This email originated from outside the County organization.

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To: Campbell County Commissioners

Fr: Randy & Carmen Sinclair/ Six Flags Fireworks

March 31, 2020

We are writing on behalf of fireworks vendors in our county concerning the 2020 fireworks season. We realize these are uncertain days, but if all goes well, we would like to open the season from Friday, June 19th through midnight Sunday, July 5th. Fireworks have always been a fun, family activity that our community greatly needs at this time. We will fully comply with all rules and regulations as we have in the past.

If there are still concerns and restrictions regarding the corona virus, we would like to talk with you and adjust accordingly. The issue of the storage of fireworks during the off-season would also need to be addressed. Please call Randy (660-1915) following the meeting with your decision so we can plan our next course of action. There is a big shortage of fireworks in the country and vendors need to get their orders in. Thank you for your consideration in this matter.

Respectfully,

Randy & Carmen Sinclair

Six Flags Fireworks

P.S. Randy wishes he could be there in person to discuss this, but realizes this is not possible.

---

**FIREWORKS STORAGE 2020**  
**Resolution #2033**

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**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, 2020, to and including May 31, 2021.

**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 2020 for determination of compliance by permittees and advisability of continuing the suspension.

**RESOLVED** this 7<sup>th</sup> day of April 2020.

**BOARD OF COUNTY COMMISSIONERS**  
**CAMPBELL COUNTY, WYOMING**

\_\_\_\_\_  
D.G. Reardon, Chairman

\_\_\_\_\_  
Rusty Bell

\_\_\_\_\_  
Bob Maul

\_\_\_\_\_  
Del Shelstad

\_\_\_\_\_  
Colleen Faber

ATTEST: \_\_\_\_\_  
Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:15 2020 Fireworks Resolution](#)

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## FIREWORKS RESOLUTION 2020

### Resolution #2034

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**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 19, 2020, to and until 12:01 a.m. July 5, 2020.

**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 June 29<sup>th</sup>, 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 12:01 a.m. July 5, 2019, the prohibition prescribed by the Resolution of July 9, 1985, shall be in full force and effect.

**RESOLVED** this 7<sup>th</sup> day of April 2020.  
**BOARD OF COUNTY COMMISSIONERS**  
**CAMPBELL COUNTY, WYOMING**

\_\_\_\_\_  
D.G. Reardon, Chairman

\_\_\_\_\_  
Rusty Bell

\_\_\_\_\_  
Bob Maul

\_\_\_\_\_  
Del Shelstad

\_\_\_\_\_  
Colleen Faber

ATTEST: \_\_\_\_\_  
Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:20 Tower & Space Lease Agreement Third Addendum](#)



**CAMPBELL COUNTY  
SHERIFF'S OFFICE**  
SCOTT MATHENY, SHERIFF

**M E M O**

**TO:** Campbell County Commissioners

**FROM:** Sheriff Scott Matheny

**RE:** Collins Communications Inc. Tower and Building Space Lease Agreement Third Addendum

**DATE:** March 24, 2020

For your review and approval, I am providing the above referenced document. This agreement with Collins Communications is for space on their radio tower and building for Campbell County owned microwave radio equipment that allows Campbell County emergency dispatchers to page Fire and EMS personnel. The current agreement expired December 31, 2019. This third addendum extends the lease for an additional four years.



**COLLINS COMMUNICATIONS INC. TOWER AND BUILDING SPACE  
LEASE AGREEMENT THIRD ADDENDUM**

THIS THIRD ADDENDUM is to the Collins Communications Inc. Tower and Building Space Lease Agreement entered into between Collins Communications, Inc. ("Lessor"), Campbell County and the Campbell County Sheriff's Office ("Lessee") dated July 9, 2008 (" Tower Space Lease"), Addendum effective on January 1, 2011, and Second Addendum dated January 1, 2015. This Third Addendum will be effective as of January 1, 2020 ("Third Addendum Effective Date").

WHEREAS, Paragraph 11 of the Tower Space Lease provides that the lease will automatically expire unless an the parties agree to continue the lease, in writing, 60 days prior to the end of the current lease.

WHEREAS, the parties are desirous of continuing the Tower Space Lease.

NOW, THEREFORE, the parties agree to the following Addendum to the Tower Space Lease:

1. Paragraph 11 to the Tower Space Lease, titled Term of Lease, is replaced as follows:

**TERM OF LEASE:** The term of this lease shall be four (4) years commencing the 1<sup>st</sup> day of January 2020 ("Third Addendum Effective Date"), and terminating on the 31<sup>st</sup> day of December 2024. Following the expiration of this Addendum, if the Lessor and Lessee agree to continue the lease under mutually acceptable conditions, the terms shall be placed of record in an addendum to this Tower Space Lease which is to be signed by all parties. The lease will expire automatically unless an agreement is reached 60 days prior to the end of the new lease term.

2. Except as amended herein, all other terms and conditions of the Tower Space Lease apply to this Addendum.

3. The Parties hereby execute and authorize this Addendum to be effective as of the Addendum Effective Date and to expire as amended.

Lessor: COLLINS COMMUNICATIONS, INC.

By: Cheryl Dittus, Sec-Treas.

Collins Communications, Inc. Tower and Building Space Lease Agreement  
Third Addendum

STATE OF WYOMING }  
COUNTY OF CAMPBELL } ss.

The above and foregoing Lease Agreement Second Addendum was acknowledged before me this 18<sup>th</sup> day of March, 2020 by Cheryl Dettus who represented to me that he/she is the duly authorized officer of Collins Communication, Inc. to bind Collins Communication, Inc. in this matter.

Cheryl L. Wolff  
NOTARIAL OFFICER

My Commission expires: 10-23-2020



Lessee: CAMPBELL COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

(SEAL)

Attest: \_\_\_\_\_  
Campbell County Clerk

Lessee: CAMPBELL COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [9:25 Little Thunder I&S District, Declaration of Election Results](#)

**Office of  
Campbell County Clerk  
P.O. Box 3010  
Gillette, WY 82717-3010  
Phone (307) 682-7285 Fax (307) 687-6455**

---

**MEMORANDUM**

**TO:** Board of Campbell County Commissioners

**FROM:** Charity D. Stewart  
Campbell County Elections Coordinator

**DATE:** March 30, 2020

**RE:** Little Thunder Improvement and Service District Formation

Attached to this memo is a Declaration of Election Results for the formation of the Little Thunder Improvement and Service District. Please add this item to the Commissioner's April 7, 2020 meeting agenda.

Please contact me if you need more information.

cc:  
Jenny Staeben  
County Assessor  
County Treasurer  
County GIS  
Dept. of Audit  
Dept. of Revenue

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
IN AND FOR CAMPBELL COUNTY, WYOMING**

---

THE MATTER OF THE	)
ORGANIZATION OF:	)
	)
LITTLE THUNDER	)
IMPROVEMENT AND SERVICE DISTRICT	)

---

**DECLARATION OF ELECTION RESULTS AND ORGANIZATIONAL RESOLUTION**

---

THIS MATTER will be heard this 7th day of April, 2020, upon the certificate of the Canvassing Board, said election being for the organization and establishment of the proposed Little Thunder Improvement and Service District, and for the election of three (3) board members to serve as the initial Board of Directors of the district, said election held on the 10<sup>th</sup> day of March, 2020, and the board being fully informed in the premises finds:

1. That a petition for the organization of the proposed Little Thunder Improvement and Service District was heretofore filed and presented to the board in conformity with applicable statutes and provided; that the allegations of said petition are true, that said petition was signed by more than sixty percent (60%) of the tax-paying electors of said proposed district, and the said petition was accompanied by a filing fee of two hundred (\$200.00).

2. That notice of hearing on said petition was given for the time and in the manner prescribed by law.

3. The area of the proposed district does not overlap any land presently within any other Improvement and Service District nor does it include any lands within a city or town, and the proposed district lies wholly within the County of Campbell and the State of Wyoming.

4. That the question of the organization of said Improvement and Service District was, by order of this board, duly entered and submitted to the electors of said proposed district at an election held on the 10<sup>th</sup> day of March, 2020, said election being conducted in accordance with W.S. 22-29-115 through 22-29-116, a mail ballot election.

5. That the published notice of said election was duly given, said notice being published in the Gillette News Record, a newspaper of general circulation in the district on

December 11, 2019.

6. That the ballot was duly mailed to each qualified elector, as provided by law, on February 18, 2020.

7. That at said election, the Campbell County Clerk certifies to this board and filed herein the return of said election; that 123 total votes were cast; that 102 votes were for the organization, and 19 votes were against the organization of said district. That the majority of votes cast were in favor of the organization of the proposed district.

8. That at the election, Levi Stroschein received the highest number of votes for director for a four-year term, that Justin Dooley and Arrow Langston received the highest number of votes for director for the two-year terms.

IT IS THEREFORE RESOLVED:

1. That the Little Thunder Improvement and Service District and the same hereby is, declared, created and established as a governmental subdivision of the State of Wyoming, and as a body corporate, with all the powers of a public or quasi-municipal corporation; that the Board of Directors herein named shall have, and they are hereby vested with, all the powers, duties and obligations of Directors of Little Thunder Improvement and Service District as conferred and provided by said act, all laws amendatory thereof and supplemental thereto, and as may by law hereafter be provided.

2. That the corporate name of said District is, and it shall hereafter be known as the "Little Thunder Improvement and Service District."

3. That the Little Thunder Improvement and Service District shall have and exercise through its proper officers all of the power and authority conferred upon Improvement and Service Districts under and by virtue of the provisions of Wyoming Statutes §18-12-101 through §18-12-141, and all laws hereunto enabling and all such power and authority as may hereafter be conferred by law.

4. That the following are, pursuant to the resolution of this Board, duly designated as the first Board of Directors of the Little Thunder Improvement and Service District for the terms set forth opposite each of their respective names, to-wit:

Levi Stroschein - To serve for a four (4) year term

Justin Dooley - To serve for a two (2) year term

Arrow Langston - To serve for a two (2) year term

5. That the boundaries of the Little Thunder Improvement and Service District the land situated therein are described with particularly as follows:

LEGAL DESCRIPTION  
EXHIBIT "A"

The LEGAL DESCRIPTION EXHIBIT "A" referred to above is attached to this document.

6. That the Certificate of Election Results are hereby filed herein by the Canvassing Board, and the same is hereby in all respects approved and confirmed.

7. That the form of Oath of Office hereto attached as Exhibit "B," and the same is hereby affixed and approved as the form of oath to be executed by the Directors of said District in qualifying for their offices.

8. That the members of the Board of Directors of the District shall qualify for office and organize the Board in the manner prescribed by the laws of the State of Wyoming.

9. That within ten days of the canvassing, the County Clerk shall transmit to the Department of Audit and the Campbell County Assessor a copy of this Declaration and Resolution.

RESOLVED this 7th day of April 2020.

CAMPBELL COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman, Campbell County Commissioners

\_\_\_\_\_  
Member, Campbell County Commissioners

\_\_\_\_\_  
Member, Campbell County Commissioners

---

Member, Campbell County Commissioners

---

Member, Campbell County Commissioners

ATTEST:

---

Susan F. Saunders, Campbell County Clerk

Exhibit "A"

Little Thunder Improvement and Service District

Legal Description:

**BEGINNING** at the center  $\frac{1}{4}$  corner of Section 34, Township 44 North, Range 72 West of the 6<sup>TH</sup> P.M., Campbell County, Wyoming;

Thence along the East/West mid-section line of Sections 34 and 35, T44N, R72W, approximately N 89-39-41 E, 4,711 feet to the intersection of the west boundary of Wyoming State Highway 59;

Thence along the west boundary of said State Highway 59, approximately S 1-58-20 E, 13,607 feet to the intersection of Sections 11 and 14, T43N, R72W;

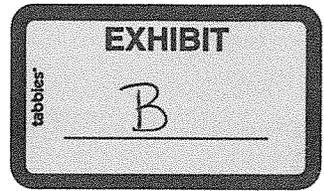
Thence along the South section line of said Sections 11 and 10, approximately N 89-20-46 W, 6,434 feet;

Thence along the West Section line of Sections 10 and 3, T43N, R72W, approximately N 0-39-8 W, 8,113 feet;

Thence along the North line of the NE1/4SW1/4 of Section 3, T43N, R72, approximately S 88-45-52 E, 1,328 feet;

Thence along the North/South mid-section line of said Section 3, approximately N 1-49-25 W, 2,756 feet;

Thence along the North/South mid-section line of said Section 34, T44N, R72W, approximately N 2-17-56 E, 2,661 feet to the **Point of Beginning**.



OATH OF OFFICE
SPECIAL DISTRICT DIRECTORS

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States and the constitution of the State of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused to be done by others; and that I will discharge the duties of my office with fidelity.

Dated this 19 day of March, 2020.

[Signature]
Signature of Director

Little Thunder Improvement and Service
(Name of District) D. Strick

2
(Years of Term)

State of Wyoming )
)ss.
County of Campbell )

1 Rev. Rd. W.R. Ght Wy
(Address) 82732

307 290 0472
(Phone #)

Justin Deoley
(Printed Name of Director)

Subscribed and sworn to before me this 19th day of March, 2020.

[Signature]
Notarial Officer



My term expires: July 27, 2022

W.S. 22-29-118 requires that all directors, whether elected or appointed, shall, within ten (10) days after notification of election or appointment, take the oath of office provided in the Wyoming Constitution, article VI, section 20, before an officer authorized to administer oaths. The director shall also complete the written oath and without delay transmit a copy of the oath in writing to the respective county clerks for the first election and to the secretary of the district thereafter.



**OATH OF OFFICE  
SPECIAL DISTRICT DIRECTORS**

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States and the constitution of the State of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused to be done by others; and that I will discharge the duties of my office with fidelity.

Dated this 16 day of March, 2020

Arrow Lanegston  
Signature of Director

Little Thunder IS  
(Name of District)

2  
(Years of Term)

State of Wyoming )  
                                  )ss.  
County of Campbell )

178 Story Ave  
(Address)

307-249-8324  
(Phone #)

Arrow Lanegston  
(Printed Name of Director)

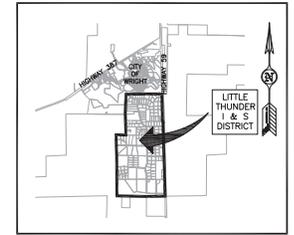
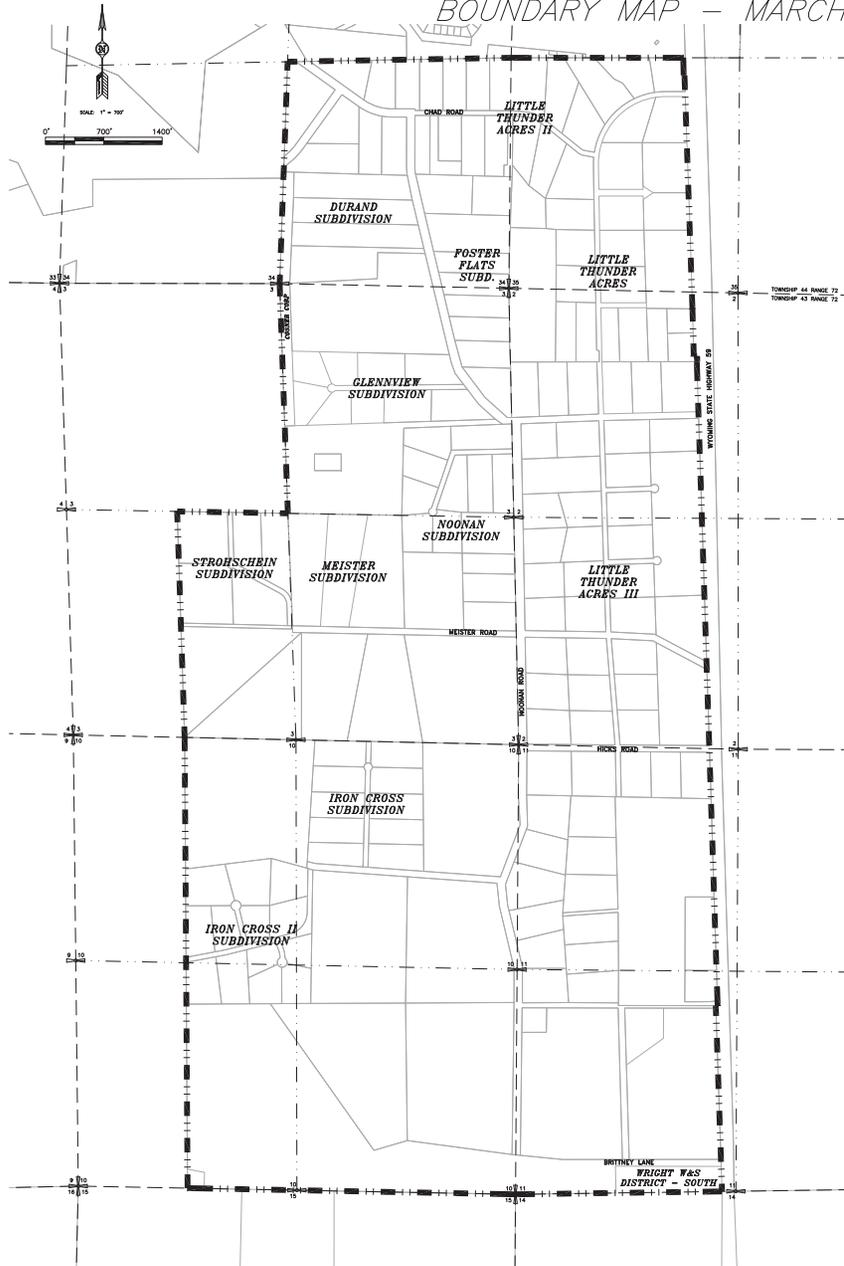
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notarial Officer

My term expires: \_\_\_\_\_

W.S. 22-29-118 requires that all directors, whether elected or appointed, shall, within ten (10) days after notification of election or appointment, take the oath of office provided in the Wyoming Constitution, article VI, section 20, before an officer authorized to administer oaths. The director shall also complete the written oath and without delay transmit a copy of the oath in writing to the respective county clerks for the first election and to the secretary of the district thereafter.

# LITTLE THUNDER IMPROVEMENT AND SERVICE DISTRICT BOUNDARY MAP – MARCH, 2020



VICINITY MAP

**LEGEND**

- DISTRICT BOUNDARY
- SECTION LINES
- QUARTER SECTION LINES
- PROPERTY LINES

**LEGAL DESCRIPTION**

THE LITTLE THUNDER IMPROVEMENT AND SERVICE DISTRICT IS LOCATED IN PORTIONS OF SECTIONS 34 AND 35, T44N, R72W AND PORTIONS OF SECTIONS 2, 3, 10 AND 11, T43N, R72W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**TOWNSHIP 44 NORTH, RANGE 72 WEST**

- SE 1/4 OF SECTION 34
- PORTION OF SW 1/4 OF SECTION 35, LYING WESTERLY OF HWY 59 ROW (BOOK 10 PLATS, PAGES 336-350)

**TOWNSHIP 43 NORTH, RANGE 72 WEST**

- PORTION OF W 1/2 OF SECTION 2, LYING WESTERLY OF HWY 59 ROW (BOOK 10 PLATS, PAGES 336-350)
- E 1/2 OF SECTION 3
- E 1/2 SW 1/4 OF SECTION 3
- E 1/2 OF SECTION 10
- E 1/2 NW 1/2 OF SECTION 10
- PORTION OF W 1/2 OF SECTION 11, LYING WESTERLY OF HWY 59 ROW (BOOK 10 PLATS, PAGES 336-350)

Prepared for:  
**LITTLE THUNDER IMPROVEMENT AND SERVICE DISTRICT**  
P.O. BOX 724  
WRIGHT, WY 82732  
307-660-6004

**PCA** CIVIL ENGINEERING SURVEYING MATERIAL TESTING  
ENGINEERING INC. 200 Wagon Wheel Rd. PO Box 724 Wright, WY 82732  
Copyright © All Rights Reserved by PCA Engineering, Inc.  
Drawn by: SS Design by: SS Reviewed by: SS  
Revision Date Revision Description

PCA Project Number: 2020R7.002
Plot Date: Mar 27, 2020 - 1:44pm
C:\Users\ylostrom\PCA Engineering\lntrolat - Document District Map.dwg
Layout: Plot 1
X-Ref: ...

**LITTLE THUNDER IMPROVEMENT AND SERVICE DISTRICT**

DISTRICT MAP  
SHEET 1 OF 1



The following page(s) contain the backup material for Agenda Item: [9:30 Bid Award, Road & Bridge Facility Renovation](#)

**MEMORANDUM**

TO: Board of Commissioners

FROM: Clark Melinkovich, Public Works *CM*

DATE: April 7, 2020

SUBJECT: Road and Bridge Facility Renovations

The old Magna energy building and site on Hannum Road was purchased by the County with the intent to relocate the Road and Bridge Department to that facility. Funds were allocated in the fiscal year 19/20 budget for some modifications at the site prior to the relocation. The first phase included modifications to the office area and is complete. The next phase includes two separate projects: West Shop Renovations and East Shop renovations.

West Shop:

This project includes an addition at a single shop bay, new exterior concrete aprons and pavement, new downspout collection piping for both buildings, site signage, new interior shop lighting, interior liner panel, modifications to plumbing and electrical systems, and other miscellaneous refurbishing work. The following bids were received from local contractors: (prices shown are for base bid plus alternate #1)

S&S Builders, LLC	\$545,925
Michaels Construction, Inc.	\$579,657
Powder River Construction, Inc.	\$645,000

Bids were analyzed by Public Works staff as well as the design consultant on the project, Structural Dynamics. The recommendation is to award the base bid plus alternate #1 to the low bidder, S&S Builders. This price is within budget with a completion date of late July.

Public Works recommends the Board award the Road and Bridge West Shop Renovation Project to S&S Builders, Inc. in the amount of \$545,925.



## Department of Public Works

*Kevin C. King, P.E., Director*

500 S. Gillette Avenue, Suite 1400, Gillette, WY 82716 • 307-685-8061 • Building 307-682-1970 • Solid Waste/Recycle 307-682-9499

### East Shop:

This project includes new exterior concrete aprons, a new exterior wash slab, minor modifications to plumbing and electrical systems, and other miscellaneous refurbishing work. The following bids were received from local contractors:

Michaels Construction, Inc.	\$333,058
Powder River Construction, Inc.	\$343,311

Bids were analyzed by Public Works staff as well as the design consultant on the project, Structural Dynamics. The recommendation is to award the project to the low bidder, Michaels Construction. This price is within budget with a completion date of late July.

Public Works recommends the Board award the Road and Bridge East Shop Renovation Project to Michaels Construction, Inc. in the amount of \$333,058.



office@sdwyo.com  
 (307) 682-2605  
 204 S. Gillette Ave.  
 P.O. Box 2767  
 Gillette, WY 82717

March 31, 2020  
 Project No. 19051

Campbell County  
 Department of Public Works  
 500 South Gillette Avenue, Suite 1400  
 Gillette, WY 82716

Attn: Clark Melinkovich, P.E.

**RE: Campbell County Road & Bridge Facility Renovation  
 Bid Review – Phase 2 West Shop Renovation**

Dear Clark:

Bids were received at 2:00 P.M. on March 19, 2020 for the above referenced Project, with three (3) general contractors submitting bids. Bid security and a "Certificate of Residency Status" was also submitted with each of the Bids. Each Bidder properly acknowledged receipt of Addendums 1 through 3.

The following is a listing of the Bids received, the commentary on their review, and our recommendations:

A. Bids Received:

Bids were received from Michael's Construction, Inc., Powder River Construction, Inc., and S&S Builders, LLC, all of Gillette, Wyoming. The bids received were as follows:

Bidder	Base Bid	Alt. 1	Alt. 2	Alt. 3	Alt. 4	Alt. 5	Alt. 6
S&S Builders, LLC	\$495,700.00	\$50,225.00	\$40,800.00	\$75,100.00	\$162,660.00	\$25,200.00	\$20,390.00
Michael's Construction, Inc.	\$530,854.00	\$48,803.00	\$35,415.00	\$76,399.00	\$140,247.00	\$23,586.00	\$18,358.00
Powder River Construction, Inc.	\$585,000.00	\$60,000.00	\$47,500.00	\$87,000.00	\$133,000.00	\$15,000.00	\$21,000.00

The work included in the Base Bid for this phase of the project includes the renovation of the maintenance shop portion of the of the current west building of the Magna facility. This work includes an addition at a single shop bay, new exterior concrete aprons and pavement, new downspout collection piping for both buildings, site signage, new interior shop lighting, interior liner panel, modifications to plumbing and electrical systems, and other miscellaneous refurbishing work. This phase of the project does not include renovation work in the office portion of the west building or any work within the east shop, which are included in separate phases.

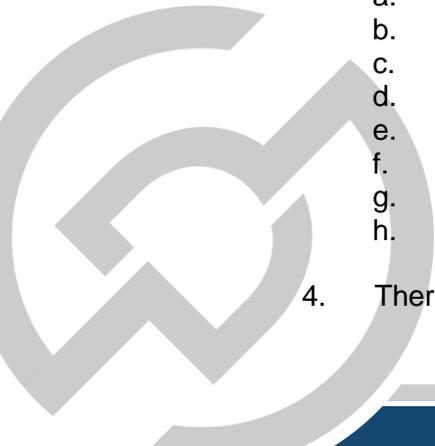
A brief summary of the bid alternates is provided below:

- Bid Alternate 1: Construction of a new, enclosed exterior entrance vestibule at the west side of the office building.
- Bid Alternate 2: Construction of non-enclosed exterior roof canopy structures at the north and east entrances of the office building.
- Bid Alternate 3: Construction of a non-enclosed exterior 15' x 100' roof canopy structure at the full south endwall of the existing shop for use as covered storage. This bid alternate is an exclusive alternate with Alternate 4, meaning only one of these alternates may be selected, not both.
- Bid Alternate 4: Construction of a non-enclosed exterior 15' x 50' roof canopy structure at the south endwall of the existing shop for covered storage, plus a 25' x 50' lean-to addition at the south endwall of the shop for use as a fabrication shop. This bid alternate is an exclusive alternate with Alternate 3, meaning only one of these alternates may be selected, not both.
- Bid Alternate 5: Installation of two (2) welding fume hood extractors in the welding area.
- Bid Alternate 6: Cleaning and sealing of the existing shop floor.

B. Comments on Low Bid Received:

The low bid received for the Base Bid was from S&S Builders, LLC. The following was noted:

1. The S&S Builder's bid included all required submittals.
2. No irregularities were identified in the bid.
3. The Bid listed the following subcontractors and/or suppliers:
  - a. B&C Steel... Pre-engineered Metal Building
  - b. Doorways of Wyoming... Walk Doors & Frames
  - c. Powder River Heating & AC... Mechanical/Plumbing
  - d. Power Solutions... Electrical
  - e. Raisley Painting... Painting
  - f. Rapid Fire Protection... Fire Protection
  - g. Sign Boss... Signs
  - h. Edge Electric (Gillette, WY) ... Electrical
4. There were no exceptions taken or conditions stated with the Bid.



### C. Review of Other Bids Received

Only a cursory review of the other bids was performed. Further review of these bids can be performed at a later date, if necessary. Based upon our cursory review only, no bid abnormalities were noted.

### D. Post-Bid Conversations with Low Bidder:

Following the bid opening, we met with Rob Brower and Jason Tystad of S&S Builders, LLC. to discuss their bid. The following was noted during this discussion:

1. S&S Builders is confident that they have the scope of the work and pricing captured in their bid and are comfortable with their pricing.
2. S&S Builders indicated that the July 31, 2020 completion date is achievable as long as they receive a notice to proceed on or near April 21, 2020. A delayed notice to proceed could require an extension of the completion date due to the long lead time for the pre-engineered metal buildings included in the project.
3. S&S Builders noted that they have not accounted for unanticipated delays in material availability or in limited working conditions related to the COVID-19 virus outbreak. Any significant delays related to this issue could impact the project schedule.

### E. Bid Analysis:

Review and comparison of the Bids indicates the following:

1. An Engineer's Estimate was not prepared for the final project scope. Therefore, no comparison with an Engineer's Estimate is available.
2. The average of the three Base Bids received was \$538,518.00. The range between the high and low bids was \$85,300.00. This range is approximately 16% of the bid average. The range between the two low bids was \$31,154.00, or 5.8% of the bid average.
3. The average of the Base Bid plus all Alternates (excluding Bid Alternate 3 for comparison purposes only) was approximately \$817,912. The range between the high and low bids was \$66,525, or approximately 8.1% of the bid average. The range between the two low bids was \$2,288.00, or approximately 0.3% of the bid average.
4. The tight range between the two low bids indicates a competitive bidding environment and well understood project scope.

G. Recommendation:

Per our review of the bids received and the available funding for this project, we recommend that a contract be awarded to the low bidder, S&S Builders, LLC. for the Base Bid plus Bid Alternate 1 for a combined amount of \$545,925.00.

The Bid amount does not include any contingency funds. Any changes in the scope of work or contract price occurring during the construction will be reviewed on a case-by-case basis, with changes in the cost of the work handled by written change order.

Please feel free to call if you have any questions on the information included in this letter, or if we can be of any further assistance.

Sincerely;

Structural Dynamics, LLC



**Brian D. Shippy, PE**

Principal Engineer





office@sdwyo.com  
 (307) 682-2605  
 204 S. Gillette Ave.  
 P.O. Box 2767  
 Gillette, WY 82717

March 31, 2020  
 Project No. 19051

Campbell County  
 Department of Public Works  
 500 South Gillette Avenue, Suite 1400  
 Gillette, WY 82716

Attn: Clark Melinkovich, P.E.

**RE: Campbell County Road & Bridge Facility Renovation  
 Bid Review – Phase 2 East Shop Renovation**

Dear Clark:

Bids were received at 2:00 P.M. on March 20, 2020 for the above referenced Project, with two (2) general contractors submitting bids. Bid security and a "Certificate of Residency Status" was also submitted with each of the Bids. Each Bidder properly acknowledged receipt of Addendums 1 through 3.

The following is a listing of the Bids received, the commentary on their review, and our recommendations:

A. Bids Received:

Bids were received from Michael’s Construction, Inc., and Powder River Construction, Inc., both of Gillette, Wyoming. The bids received were as follows:

Bidder	Base Bid
Michael’s Construction, Inc.	\$333,058.00
Powder River Construction, Inc.	\$343,311.00

The work included in the Base Bid for this phase of the project includes the renovation of the east building of the Magna facility. This work includes new exterior concrete aprons, a new exterior wash slab, minor modifications to plumbing and electrical systems, and other miscellaneous refurbishing work. This phase of the project does not include renovation work at the west building or any site work, which are included in separate phases.

There were no bid alternates included with this bid package.

B. Comments on Low Bid Received:

The low bid received for the Base Bid was from Michael's Construction, Inc. The following was noted:

1. The Michael's Construction bid included all required submittals.
2. No irregularities were identified in the bid.
3. The Bid listed the following subcontractors and/or suppliers:
  - a. CSI Electrical, LLC..... Electrical
  - b. Powder River Heating & AC.....Mechanical/Plumbing
  - c. Overhead Door Company..... Overhead Doors
  - d. Raisley Painting..... Painting
4. There were no exceptions taken or conditions stated with the Bid.

C. Review of Other Bids Received

Only a cursory review of the other bid received was performed. Further review of this bid can be performed at a later date, if necessary. Based upon our cursory review only, no bid abnormalities were noted.

D. Post-Bid Conversations with Low Bidder:

Following the bid opening, we met with Mike Jorgensen of Michael's Construction. to discuss their bid. The following was noted during this discussion:

1. Michael's Construction is confident that they have the scope of the work and pricing captured in their bid and are comfortable with their pricing.
2. Michael's Construction indicated that the July 31, 2020 completion date is achievable as long as they receive a notice to proceed on or near April 21, 2020. Mike Jorgensen did not indicate any long lead items on the project that would affect the completion date.
3. Mike Jorgensen noted that he has not accounted for unanticipated delays in material availability or in limited working conditions related to the COVID-19 virus outbreak. Any significant delays related to this issue could impact the project schedule.



E. Bid Analysis:

Review and comparison of the Bids indicates the following:

1. An Engineer's Estimate was not prepared for the final project scope. Therefore, no comparison with an Engineer's Estimate is available.
2. The average of the two Bids received was \$338,185.50. The range between the high and low bids was \$10,253.00. This range is approximately 3.0% of the bid average.
3. The tight range between the two low bids indicates a competitive bidding environment and well understood project scope.

G. Recommendation:

Per our review of the bids received and the available funding for this project, we recommend that a contract be awarded to the low bidder, Michael's Construction, Inc. for the Base Bid amount of \$333,058.00.

The Bid amount does not include any contingency funds. Any changes in the scope of work or contract price occurring during the construction will be reviewed on a case-by-case basis, with changes in the cost of the work handled by written change order.

Please feel free to call if you have any questions on the information included in this letter, or if we can be of any further assistance.

Sincerely;

Structural Dynamics, LLC



**Brian D. Shippy, PE**

Principal Engineer



AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made this 7<sup>th</sup> day of April (month), 2020 by and between Campbell County Board of Commissioners, hereinafter referenced as "Owner"; whose address is 500 S. Gillette Avenue Suite 1100, Gillette, Wyoming 82716, and S&S Builders LLC (Company Name) hereinafter referenced as "Contractor" whose address is Box 1867 Gillette, WY 82717. Owner and Contractor, in consideration of mutual covenants set forth herein agree as follows:

**1. Description.**

A. Project. The Project is generally described as:

Campbell Co. Road and Bridge Facility Renovation - West Shop  
(Name of the Project)

B. Work. The Contractor shall furnish all of the labor, tools, materials, equipment, and services necessary for the construction and completion of the Project as described in the Contract Documents.

C. Contract Documents. The Contract Documents consist of the following items:

1.C.1. Drawings, titled Campbell Co Road and Bridge Renovation (name of drawings) dated 25<sup>th</sup> day of February (month), 2020.

1.C.2. Addenda numbered as 1, 2, and 3 (list all addenda to the project) Project Manual Campbell Co Road & Bridge Renovation (title of Project Manual) dated 28<sup>th</sup> day of February (month), 2020.

1.C.3. List all other required documents here:

Base Bid #495,700  
Bid Alternate #1 West office  
Vestibule #50,225  
\_\_\_\_\_  
\_\_\_\_\_

- D. **Contract Time.** Time is of the essence in this agreement. The construction shall begin on the day that the Owner issues the Notice-to-Proceed. The Project shall exhibit Substantial Completion, as defined in Section 2M of this Agreement, by 31<sup>st</sup> day of July (month), 2020 or within n/a days after the Notice-to-Proceed is issued.
- E. **Contract Price.** For full and complete performance of the Work, the Owner agrees to pay the Contractor a sum of \$ 545,925; payable in accordance with the terms of this Agreement.
2. **Definitions.** The following terms shall have these definitions:
- A. **Agreement** – This written instrument which is evidence of the contractual agreement between Owner and Contractor pertaining to the Work.
- B. **Contract Documents** – Those items pertaining to this Agreement, which are enumerated in Section 1C of this document.
- C. **Contract Price** – The moneys payable by Owner to Contractor for completion of the Work according the Contract Documents, which is enumerated in Section 1E.
- D. **Contract Time** – The number of days or the date to reach Substantial Completion for the Project, which is enumerated in Section 1D of this document.
- E. **Contractor** – The individual or entity the Owner has hired to construct the Project, which is enumerated in the heading of this Agreement.
- F. **Change Order** - A written modification to this Agreement adjusting the scope of the Work, the Contract Price, or the Contract Time.
- G. **Final Completion** – After Substantial Completion, when any items identified on punch lists are complete, the Project is in all ways complete, the Owner has made final inspection and is ready to accept the Project.
- H. **Owner** – The Campbell County Board of Commissioners.
- I. **Owner's Consultant** – A third party professional hired by the Owner to assist the Owner's Representative during the Project.
- J. **Owner's Representative** – A County staff member assigned to the Project to carry out roles and responsibilities of the Owner.
- K. **Project** – The finished product of an organized process of constructing or installing the Work per the Contract Documents; which is enumerated in Section 1A of this document.

- L. Project Manual – A collection of project forms and technical specifications to be used for the Project. The Project Manual is a part of the Contract Documents. Underlined names in this Agreement refer to the specific titles of documents that are included in the Project Manual.
- M. Punch List – A document prepared near the end of a construction project listing work not conforming to contract specifications that the general contractor must complete prior to final payment.
- N. Substantial Completion – When a Project has progressed to a point where it can be used for its intended purpose. For example, if the Project is a building Substantial Completion occurs when a Certificate of Occupancy is issued; if the Project is a road Substantial Completion occurs when the road is open to traffic.
- O. Work – The entire construction required to be provided under the Contract documents, including, but not limited to, furnishing all necessary labor, tools, materials, equipment, and services.
- P. Work Directive – A written statement by the Owner to the Contractor ordering an addition, deletion or revision to the Work. The parties will expect that changes to the Work will be incorporated by a subsequent Change Order executed in writing after an appropriate change in Contract Price or Contract Time has been negotiated.

**3. Contractor's Representations.** To induce the Owner to enter into this Agreement, Contractor represents and warrants to the Owner the following:

- A. Contractor is professionally and fully qualified to perform the Work in a professional manner and complete the Project;
- B. Contractor is authorized to engage in business in the State of Wyoming and will maintain all necessary licenses, permits, or other authorizations as required by law or agreement with the Owner;
- C. Contractor has the expertise, experience, knowledge, and necessary plant, personnel, and financial capability to successfully complete the Project;
- D. The person signing this Agreement has the authority to bind the Contractor;
- E. Contractor is familiar with the work site in its present condition; and

F. Contractor is aware of the terms of this Agreement, the nature and extent of the Contract Documents, and any local conditions, laws, or regulations which could affect the cost or progress of the Project.

4. **Insurance.** Without limiting any obligations or liabilities of Contractor, the Contractor shall secure and maintain policies of insurance as set forth below from an insurance company or companies authorized by the State of Wyoming with a minimum "A. M. Best" rating of at least A-. Such insurance will protect Contractor, its subcontractors, or anyone directly or indirectly employed by the Contractor or its subcontractors or for whose acts the Contractor or subcontractors may be liable. The insurance will also protect Owner and its representatives, consultants, agents and employees from claims for bodily injury, death, or property damage which may arise out of, or result from, the Contractor's or its subcontractors' operations during the Project.

Insurance policies shall contain a provision that coverage will not be cancelled or materially changed thirty (30) days written notice has been received by the Owner.

Owner shall be named as an additional insured with a waiver of subrogation.

Contractor shall not commence any work until all required insurance has been obtained and certificates of insurance have been delivered to the Owner.

A. **Commercial General Liability.** Must include broad form property damage (i.e. underground, explosion and collapse coverage) and blanket contractual liability coverage.

Each occurrence	\$1,000,000
Personal and advertising injury	\$1,000,000
General aggregate	\$2,000,000
Products and completed operations	\$2,000,000
(to be enforced for two (2) years after final payment)	

B. **Automobile Liability.** Must include owned, not owned, and hired vehicles and must cover bodily injury and property damage.

Combined single limit (each accident)	\$1,000,000
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C. **Umbrella or excess liability.**

Each occurrence	\$2,000,000
Aggregate	\$2,000,000

D. **Workers Compensation and Unemployment** – per Wyoming Department of Workforce Services.

- E. **Builders Risk Insurance.** This section applies when Owner does not carry Builders' Risk Insurance.

Contractor shall obtain an all risk insurance against physical loss or damage for the full cost of replacement at the time of the loss.

- 5. Payment and Performance Bonds.** This section is not applicable to small projects that do not require bonds.

Contractor shall furnish bonds as security for the faithful performance of the Work and payment of all Contractor's obligations arising thereunder; in accordance with Wyoming Statute §16-6-112. Each bond shall be in the amount of the Contract Price and shall remain in effect one (1) year from the date of final payment.

Surety Companies executing bonds must be authorized to transact business in Wyoming and must appear on the Department Circular 570 from the Bureau of Fiscal Service of the United States Department of the Treasury.

The Contractor shall provide notification to subcontractors and materialmen of their rights of protection under the bonds per Wyoming Statute §16-6-121. Contractor shall deliver the required bonds to Owner prior to the commencement of construction.

**6. Owner's Responsibilities.**

- A. The Owner shall assign a County staff member as the Owner's Representative for the Project; to carry out roles and responsibilities of the Owner and provide contact information to the Owner.
- B. The Owner may, at their discretion, hire third party Owner's Consultant(s) to assist Owner during the Project. The Owner will notify the Contractor in writing of the person or company who will be fulfilling this role and their contact information.
- C. With respect to matters of importance to the progress of the Work, the Owner shall respond to questions, and provide information regarding the Project in a timely manner.
- D. The Owner shall fulfill construction administration actions identified in Section 10.
- E. The Owner shall provide up to three (3) copies of the Contract Documents to the Contractor.
- F. The Owner shall make payments to the Contractor for the Work in accordance with Section 14 and Section 17.

**7. Contractor's Responsibilities.**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently using the Contractor's best skill and attention to fulfill the expectations associated with and completion of the Project.
- B. Contractor shall perform the Work necessary to construct the Project in accordance with the Contract Documents; providing sufficiently skilled workers and suitable materials and equipment.  
Contractor shall see that the finished work complies with Contract Documents.
- C. Contractor shall provide competent, suitably qualified personnel to perform the Work. Contractor shall be responsible to the Owner for acts and omissions of the employees and agents of the Contractor, the Contractor's subcontractors, and other entities performing the Work through the Contractor.
- D. Contractor shall be solely responsible for, and have control over, the means, methods, techniques, sequences, and procedures of construction.
- E. Contractor shall be responsible for coordinating all portions of Work under this Agreement and for the schedule and timeline of the Work on the Project.
- F. Contractor shall maintain order and good discipline at the construction site at all times. Contractor shall keep the premises clean and free of accumulations of waste materials and debris resulting from the Work.
- G. Contractor shall comply with laws, ordinances, rules, and regulations applicable to the Work.
- H. Contractor shall conduct its operations in a safe manner and comply with all applicable laws and regulations relating to safety and work site conditions.  
  
Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with construction of the Project to prevent and avoid injury, and loss or damage to persons or property.
- I. Contractor shall assign a competent Superintendent as an authorized representative on the project site to fulfill the Contractor's responsibilities and obligations under this contract. The Superintendent must be in attendance on the site during construction.

Qualifications of the proposed superintendent shall be submitted to the Owner for review prior to beginning work on the Project. The Contractor shall not assign a superintendent to the Project if the Owner has made a reasonable objection to that person.

- J. A pre-construction meeting will take place prior to beginning work on the Project. Items to be covered at the meeting will include names and contact information for all involved parties, schedules and timelines, Project protocols, coordination, responsibilities of the parties, traffic and site control plan, and other similar actions. The Contractor is to assist with the content of this meeting.
- K. Contractor shall keep one (1) record copy of Contract Documents, specifications, drawings, addenda, modifications and shop drawings at the Project site. Such documents will be kept in good order and annotated to show any and all changes made during the construction process. These documents shall be submitted to the Owner as record drawings at the end of the Project.
- L. Contractor must provide the order the Contractor proposes to complete key components to the Project. The Contractor shall also update the Owner on the status of the Project; through progress meetings and by providing updated schedules that show the critical path of key components to the Project.,
- M. Materials testing for quality control during construction will be administered and paid for by the Owner. Contractor shall assist the Owner in coordinating these tests with the testing company. Any retests for failures will be charged to the Contractor. Contractor shall be responsible for and shall pay all costs for inspections or testing required of the Contractor in the Contract Documents.
- N. Contractor shall secure and pay for building permits and other permits, licenses, and fees required by government agencies or by the Contract Documents. Contractor shall comply with any requirements of the permits and bear all costs related to the permits including any tests, inspections, or approvals.
- O. Contractor shall pay all license fees and royalties, and assume all costs incident to the use, in the performance of the Work, of any invention, process, or device which is the subject of patent rights or copyrights held by others. Contractor shall pay all sales, consumer, use, and other taxes required by law. Contractor is responsible for all State and Federal taxes on payments earned under this Agreement, and for the earnings paid to any workers hired by Contractor.
- P. Contractor shall contact utility companies to locate the utilities on and around the Project per One Call of Wyoming policy. Notifications to utilities and related civil penalties will be governed by Wyoming Statutes §37-12-301 through §37-12-307.

Contractor shall work with the Owner to locate service lines and utilities that are within the site and not marked by utility companies. Contractor shall strive diligently to avoid damaging any utilities during construction.

- Q. If any hazardous environmental conditions are encountered during construction, the Contractor shall isolate and secure the location, stop all work in and around the hazardous condition, and notify the Owner immediately. Contractor shall not be responsible for any hazardous environmental conditions encountered at the site that were not identified in the Contract Documents.
- R. Contractor to provide Owner, Owner's Consultant(s) and/or Owner's identified Representative(s) access to the Project site.
- S. Contractor shall provide any shop drawings and submittals required by the Contract Documents to the Owner for review. When the Contractor provides shop drawings and any required submittals, the Contractor is representing that the Contractor has reviewed and approved such documents and verifies the materials, field measurements, and field construction criteria are correct.
- T. Contractor warrants and guarantees that all materials and equipment are new and that the Work is of good quality, free from faults or defects, and conforms to the Contract Documents. All materials and equipment exclude defects or damage caused by modifications or improper use by the Owner, or normal wear and tear.
- U. Contractor will provide a one (1) year warranty for Project improvements including materials, equipment, and workmanship; beginning on the date of Substantial Completion. If any work is found to be defective during the warranty period, Contractor shall immediately repair or replace the defective portion(s) without cost to the Owner and in accordance with the Owner's instructions. If Contractor fails to do so, the Owner may have the defective work repaired; with all costs associated with the repair to be paid by the Contractor.
- V. Contractor shall promptly correct or repair any work determined by the Owner to be defective, or that fails to conform to the Contract Documents.
- W. Contractor shall at all times be an independent Contractor in performing the work under this Agreement.
- X. Contractor shall follow all local, state, and federal laws and regulations related to the Contractor's employees, the Contractor's equipment, and/or any other item related to completion of the Work.

- 8. Assignment and Subcontracts.** The Contractor shall not assign Contractor's interest in this Agreement nor subcontract more than fifty percent (50%) of the value of the Work. Subcontractors working on the Project are subject to the approval of the Owner. Contractor is responsible for the acts and omissions of the subcontractors as well as the quality and the timeliness of the work performed by them. Contractor agrees to bind every subcontractor to the terms and conditions of this Agreement.
- 9. Construction by Others.** Owner reserves the right to award separate contracts or to use Owner's own forces to complete portions of the Project or other construction or operations on the site. If this occurs, Contractor shall cooperate with Owner in coordinating schedules and any work phasing required. In doing this, Owner shall not substantially interrupt the Contractor's critical path schedule nor significantly encumber Contractor's ability to complete Work at the site.
- 10. Construction Administration.** The Owner will fulfill the construction administration actions through Owner's Representative and/or Owner's Consultant(s). During construction administration, the Owner's Representative and/or Owner's Consultant(s) shall have the Owner's authority to:
- A. Determine if the Work is proceeding in accordance with the Contract Documents and ascertain whether the acceptability of all Work and whether it is progressing satisfactorily.
  - B. Provide onsite observation(s) and inspection(s) to the extent desired by the Owner. This may include extensive observation and inspection on the Project site.
  - C. Notify Contractor of repairs or alterations that are needed on the Project site and will provide the Contractor copies of observation and inspection reports.
  - D. Have authority to reject any work which does not conform to the design.
  - E. Review and approve shop drawings, product data, and samples for conformance to the Contract Documents.
  - F. Review and approve submittals of proposed materials and equipment for the Project (including substitution requests) for quality, compatibility with the Project, and adherence to the Contract Documents.
  - G. Review proposed Change Orders to determine if costs are appropriate.
  - H. Review and approve pay requests. Owner's Representative and/or Consultant(s) may make a recommendation to Owner regarding payment based on a review of the

progression of the Work, the point indicated on the pay request, and observation that quality of the Work is in accordance with Contract Documents.

- I. Make determinations on unit price work items.
  - J. Order minor changes to the Work that are consistent with the Contract Documents.
  - K. Interpret the intent of the Contract Documents and make decisions concerning performance under, and requirements of, the Contract Documents.
  - L. Answer the Contractor's questions regarding the Contract Documents and respond to requests for information, issue supplemental drawings and/or specifications (if necessary) and make necessary amendments to the Contract Documents. If any such clarifications constitute a change in the scope of work and require more time or resources to be used than was planned for in the bid, the Contractor may pursue a contract adjustment per Section 12B of this document.
  - M. Participate in progress meetings and Project walkthroughs.
  - N. Process Change Orders and/or Work Directives. Prepare such documents with backup information from the Contractor.
  - O. Make determinations on weather days.
  - P. Verify that tests performed by Owner's third-party testing company meet the intent of the Contract Documents.
  - Q. Determine the date of Substantial Completion.
  - R. Complete Substantial Completion and Final Completion walkthroughs of the Project, create punch lists for required actions, and verifying when such punch lists are complete.
- 11. Owner Initiated Changes.** Without invalidating this Agreement, Owner may, at any time and from time to time, order additions, deletions, or revisions to the Work. Such changes may be completed through a Change Order or by a Work Directive. The value of the work covered by the Change Order shall be determined by unit price (when applicable) or by a mutually agreed upon lump sum price.

**12. Contractor Initiated Changes (Claims)**

- A. Weather Days. If Contractor is not able to work on a critical path or controlling item on the Project for at least half of a regular scheduled work day because of inclement weather, then the Contractor shall be entitled to adjustments in the Contract Time.

Adjustments to the Contract Time are calculated for each weather day that is greater than the anticipated number of weather days for the given month as shown below:

January	8
February	8
March	7
April	6
May	4
June	3
July	2
August	2
September	2
October	4
November	5
December	7

- B. Contract Adjustment. If Contractor claims that it is entitled to damages, an extension of the Contract Time, or an adjustment of the Contract Price, for any reason, then Contractor must deliver a written claim to Owner. Such claims may include, but are not limited to, any act or neglect of Owner or Owner's Representative or employee, unknown physical conditions encountered at the site, hazardous environmental conditions encountered at the site, conditions which differ materially from those indicated in the Contract Documents, or any inaccurate or improper material representations by the Contract Documents.
- C. Failure of Contractor to file a claim as provided herein shall constitute a waiver of the claim by Contractor. Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Work.
- D. Delays. The Contractor shall be entitled to an equitable adjustment in Contract Time so long as the Contractor has been diligent in working on the Project and someone for whom the Owner is responsible for delays, disrupts, or interferes with the progression of the work; or the Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, acts of God, or failures to act of utility owners; or there are other delays beyond the control of the Contractor. In such or comparable cases, the extension of the Contract Time will be an amount equal to the time lost due to such delays. This shall be Contractor's sole and exclusive remedy for such delay.
- E. Any claims for weather days, contract adjustment, or delays shall be delivered to Owner in writing with supporting data and documentation within ten (10) days after the occurrence of the event giving rise to the claim or within ten (10) days after the Contractor first recognized the condition. The Owner's Representative shall provide a decision, in writing, upon review of submitted materials and consultation with the

Owner's Consultant (if applicable) within thirty (30) days of receipt of the request and all applicable materials.

Should the decision of the Owner's Representative be found unsatisfactory by the Contractor, the Contractor may submit an appeal to the Campbell County Board of Commissioners within fourteen (14) calendar days of the date of the decision by the Owner's Representative. Upon receipt of the appeal, the Campbell County Board of Commissioners shall provide a decision within sixty (60) calendar days. Should the decision of the Campbell County Board of Commissioners be found unsatisfactory by the Contractor, only then, may the Contractor submit for a decision by the District Court, in Campbell County, Wyoming.

13. **Change Orders.** Subsequent to issues arising under Sections 11 and/or 12 of this document, all changes to the Contract Price or Contract Time will be formalized by the parties executing a Change Order to this Agreement. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the same applicable conditions and include any adaptations provided in the Change Order. If a notice of contract changes to the surety is a requirement of a bond, it will be the Contractor's responsibility to make the notification.
14. **Progress Payments.** When requested by the Contractor, progress payments may be made as follows:
  - A. Contractor shall submit to Owner monthly pay applications for the work completed through the date of the pay application. Contractor shall use the Contractor's Application for Payment document included in the Project Manual.
  - B. The application will be supported by information that is reasonably requested by Owner to verify the work is done and the amount is due.
  - C. Payment for materials purchased specifically for the Project may be included in the application; so long as the materials are stored on site or at another secure location that can be observed by the Owner.
  - D. Lien waivers must be included from major subcontractors and suppliers through the date of the most recent previous pay application; to verify that payment has been received from the Contractor per Wyoming Statute §16-6-1001(a)(iv). Contractor shall use the Release and Waiver of Lien document included in the Project Manual.
  - E. Retainage shall be deducted from each pay application as described in Section 15 of this document.

- F. Progress payments shall be made in accordance with the current Campbell County Public Works Accounts Payable schedule, which is attached and labeled/identified as Exhibit \_\_\_\_\_ to this agreement.
- G. Each application shall be promptly reviewed by the Owner's Representative and/or the Owner's Consultant. A reasonable amount of time is permitted for this review.
- H. No progress payment shall be construed to be a final acceptance or approval of that part of the services or Work to which the payment relates. A progress payment will not release a Contractor from any of the Contractor's obligations under this Agreement or liabilities with respect to such services or Work.
- I. Owner may withhold payments to the extent necessary to protect Owner against any loss or damage due to, but not limited by, the following: (1) Contractor's repeated failure to carry out the Work in accordance with the Contract Documents, (2) defective work not remedied, (3) failure of the Contractor to promptly pay their subcontractors, materialmen, suppliers or laborers, (4) receipt of a third party claim, lien, or demand, or reasonable evidence of a pending claim, lien, or demand, or (5) if Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work under this Agreement.
- J. Contractor warrants and guarantees that title to all Work, materials and/or equipment covered by any pay application will pass to Owner at the time of payment, free and clear of all and any liens, claims, security interests and/or encumbrances.

**15. Retainage.** Retainage shall be administered in accordance with Wyoming Statute §16-6-701 through 706.

- A. The Contractor shall set up an account in Contractor's name with an acceptable depository to serve as custodian of retained monies during the Project. An agreement shall be executed between the Owner, Contractor, and depository identifying the following: (1) the Contractor shall be responsible for all fees associated with the account as well as any tax liabilities from interest accrued, (2) the terms of the account are such that no funds will be released to the Contractor until the depository has received written authorization from the Owner to release the funds, (3) should the Contractor fail to satisfactorily complete the work, the Owner will have access to these funds, and (4) the Owner bears no responsibility for the safety of the funds in the account. The form of such an agreement is to be titled Joint Account Agreement for Retainage. This form is included in the Project Manual.
- B. Retainage will be deducted from each progress payment in the amount of ten percent (10%). When fifty percent (50%) of the value of the Work is completed the Owner may cease to deduct retainage on progress payments for the remainder of the Project if (1) in

the Owner's judgement there has been satisfactory progress made on the Project, (2) there is no evidence of pending claims on the Project, and (3) written consent has been given from the Contractor's surety company issuing the payment and performance bonds (if applicable).

- C. Contractor may provide for retainage in all of its contracts with subcontractors consistent with the requirements set out in this agreement.

**16. Project Closeout.** To closeout a project, the following items will take place in the order provided:

- A. **Substantial Completion.** When the Project has progressed to a point where it can be used for its intended purpose, it will be considered Substantially Complete. The Owner will continue to hold retainage. Owner will also finalize inspections and verify that Work was completed in accordance to the Contract Documents. A punch list will be created of minor items to be completed prior to Final Completion and will be issued to the Contractor along with the Certificate of Substantial Completion. The last pay application for 100% of the Contract Price may be submitted and processed.
- B. **Warranty.** Contractor is to issue a warranty for materials, equipment, and workmanship as described in Section 7T of this document. The Warranty will be for one (1) year from the date of Substantial Completion. The document to be used to draft the Warranty is titled Warranty and is included in the Project Manual.
- C. **Final Completion.** When all punch lists are completed, and the Owner is satisfied that the Project is in all ways complete and acceptable, the Certificate of Final Completion will be issued, and the Project will be advertised for forty (40) days as required and under the direction of Wyoming Statute §16-6-116.
- D. **Lien Waivers.** During the advertisement period, final lien waivers should be obtained from the subcontractors and major suppliers; as indicated on the form named Lien Waivers included in the Project Manual. If the Contractor is still holding retainage from the subcontractors or suppliers, the lien waivers shall indicate as such.
- E. **Affidavit.** The Contractor shall provide a final lien waiver and sworn statement of payment, stating call claims of all subcontractors and suppliers per Wyoming Statute §16-6-117. The form to be used is titled Affidavit on Behalf of Contractor and is provided in the Project Manual.
- F. **Retainage release.** If any payment issues arise during the advertisement period, Owner will have the right to hold the retainage until such issues are resolved.

**17. Final payment.** The final payment will be the release of the Contractor's retainage. Owner shall make final payment to Contractor when (1) items 16 B-E are complete to the Owner's satisfaction, (2) there have been no claims or payment issues brought to the Owner's attention, and (3) the Owner is in all ways satisfied with the Project.

Owner's failure to identify defective or incomplete work shall not impair Owner's right to recover for any defective work or breach of this Agreement by Contractor. The making of final payment by Owner will not constitute a waiver by Owner of any claims against Contractor arising from a breach of this Agreement or from defective work or failing to comply with the terms of this Agreement.

**18. Acceptance of Final Payment.** The acceptance of final payment will constitute a waiver of all claims by Contractor against Owner.

**19. Liquidated Damages.** The Owner will suffer financial loss if the Work is not completed within the Contract Time. Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay \$500 for each calendar day between the date when Substantial Completion is required and the date when Substantial Completion occurs. , Contractor shall also pay \$200 for each calendar day between the date when Final Completion is required and the date when Final Completion occurs.

**20. Termination or Suspension.** Work may be terminated or suspended per the following:

A. Owner suspension for convenience. Owner may without cause order the Contractor in writing to suspend the work. If the suspension is without cause, Contractor may seek an adjustment of the Contract Price or Contract Time or both if its work has been adversely impacted by any suspension; unless the actions or inactions of the Contractor, its subcontractors, or suppliers are the reason for the suspension.

B. Owner termination for convenience. Owner may, at any time, terminate this Agreement, for Owner's convenience and without cause, by giving written notification to the Contractor. Upon receipt of this notification, Contractor shall cease operations, take actions necessary for the protection of the existing Work, and terminate existing subcontracts.

20.B.1. In such case the contractor shall be paid for (1) work properly executed through the termination date including reasonable overhead and profit, (2) expenses sustained through the termination date in performing services and furnishing labor, materials, or equipment for the Project, (3) costs incurred in settlement of terminated contracts with subcontractors and suppliers, and (4) reasonable expenses directly attributable to termination.

20.B.2. Contractor shall not be paid on account of lost anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- C. Owner termination for cause. If the Contractor is (1) guilty of a substantial breach in this Agreement, (2) repeatedly disregards laws, regulations, ordinances, codes, or orders of a public authority, (3) fails to make payment to subcontractors or suppliers for which Owner has made payment to Contractor, (4) repeatedly refuses to properly complete the Work and supply necessary materials or workers, or (5) fails to deliver the insurance certificate, payment, and performance bonds within fourteen (14) days of the Owner executing this Agreement, if required; the Owner may terminate this Agreement.

During such a termination and after providing written notification to the Contractor, the Owner may take control of the Project site and materials or equipment that have been paid for and finish the Work. If the unpaid balance of the Contract Price is not enough to finish the Project, the Contractor shall remain liable to the Owner for the difference in price. If there is an excess balance of funds after the Owner completes the Project, allowing for construction costs and any other legal or other costs attributable to the Owner taking over the Project, that amount will be paid to the Contractor. Any applicable bonds in place for the Project may be executed in behalf of the Owner and used in conjunction with or separate from the process described here.

- D. Contractor termination. As long as the following does not occur due to acts or faults of the Contractor its subcontractors, suppliers, or anyone it has control over; the Contractor may terminate this Agreement if without reason or justification, Owner has not made payment to the Contractor as described in this Agreement or if work is stopped for sixty (60) consecutive days due to: (1) a court order or act of government official requiring the Work to be stopped, (2) delays by anyone the Owner is responsible for, (3) suspensions by the Owner as described in Section 20A, or (4) the Owner repeatedly failing to fulfill contractual obligations with respect to matters important to progress of the Work. The Owner shall pay the Contractor for work properly executed and materials stored on site through the termination date, restocking fees on materials that have been ordered for the project but not yet delivered, and reasonable demobilization costs.

**21. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and Owner's representatives, agents and employees, from and against all claims, demands, damages, causes of action, liabilities, losses and expenses, including, without limitation, attorneys' and consultants' fees and expenses arising out of, or resulting from, performance of the Work by Contractor, its subcontractors or anyone employed by them or for whose acts they may be liable.

**22. Limitation on Liability.** Notwithstanding any other provisions of this Agreement, the Owner's liability to Contractor for any claimed breach of this Agreement or breach of

any alleged representations or warranties, whether expressed or implied, shall never exceed the Contract Price less any payments made by Owner to Contractor.

Further, the Owner shall not be liable to Contractor for consequential damages, loss of bonding capacity, loss of profits from other transactions or contracts, impairment of capital, loss of financing, loss of business, or loss of reputation.

- 23. Disputes.** Claims, disputes or other matters in question between the parties to this Agreement shall, initially, attempt to be resolved through good faith efforts. If not resolved through good faith efforts by the parties, the aggrieved party may pursue any and all legal remedies available.
- 24. Jurisdiction.** This Agreement shall be governed by the laws of the State of Wyoming. The Sixth Judicial District, Campbell County, Wyoming shall have exclusive jurisdiction of all disputes arising out of this Agreement.
- 25. Governmental Immunity.** By entering into this Agreement, Owner does not waive any governmental immunity to which Owner is entitled under Chapter 39, Governmental Claims, of the Wyoming Code of Civil Procedure. Further, Owner expressly reserves the right to assert governmental immunity to any claims arising under this Agreement.
- 26. Entire Agreement.** This document represents the entire and integrated agreement between Owner and Contractor and may be amended only by a written instrument; signed by both parties.

Campbell County Board of Commissioners  
(Owner)

S & S Builders, LLC.  
(Contractor)

Signature \_\_\_\_\_

Signature Lori Manning

Name \_\_\_\_\_

Name Lori Manning

Title \_\_\_\_\_

Title General Manager

Date \_\_\_\_\_

Date March 31, 2020

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made this 7<sup>th</sup> day of April (month), 2020 by and between Campbell County Board of Commissioners, hereinafter referenced as "Owner"; whose address is 500 S. Gillette Avenue Suite 1100, Gillette, Wyoming 82716, and Michaels Construction, Inc (Company Name) hereinafter referenced as "Contractor" whose address is Box 1856, Gillette, WY 82717. Owner and Contractor, in consideration of mutual covenants set forth herein agree as follows:

**1. Description.**

A. Project. The Project is generally described as:

Campbell Co. Road & Bridge Facility Renovation - East Shop  
(Name of the Project)

B. Work. The Contractor shall furnish all of the labor, tools, materials, equipment, and services necessary for the construction and completion of the Project as described in the Contract Documents.

C. Contract Documents. The Contract Documents consist of the following items:

1.C.1. Drawings titled Campbell Co. Road & Bridge Renovation (name of drawings) dated 25<sup>th</sup> day of February (month), 2020.

1.C.2. Addenda numbered as 1, 2, and 3 (list all addenda to the project) Project Manual Campbell Co. Road and Bridge Renovation (Title of Project Manual) dated 28<sup>th</sup> day of February (month), 2020.

1.C.3. List all other required documents here:

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. Contract Time. Time is of the essence in this agreement. The construction shall begin on the day that the Owner issues the Notice-to-Proceed. The Project shall exhibit Substantial Completion, as defined in Section 2M of this Agreement, by 31<sup>st</sup> day of July (month), 2020 or within n/a days after the Notice-to-Proceed is issued.
- E. Contract Price. For full and complete performance of the Work, the Owner agrees to pay the Contractor a sum of \$ 333,058; payable in accordance with the terms of this Agreement.

**2. Definitions.** The following terms shall have these definitions:

- A. Agreement – This written instrument which is evidence of the contractual agreement between Owner and Contractor pertaining to the Work.
- B. Contract Documents – Those items pertaining to this Agreement, which are enumerated in Section 1C of this document.
- C. Contract Price – The moneys payable by Owner to Contractor for completion of the Work according the Contract Documents, which is enumerated in Section 1E.
- D. Contract Time – The number of days or the date to reach Substantial Completion for the Project, which is enumerated in Section 1D of this document.
- E. Contractor – The individual or entity the Owner has hired to construct the Project, which is enumerated in the heading of this Agreement.
- F. Change Order - A written modification to this Agreement adjusting the scope of the Work, the Contract Price, or the Contract Time.
- G. Final Completion – After Substantial Completion, when any items identified on punch lists are complete, the Project is in all ways complete, the Owner has made final inspection and is ready to accept the Project.
- H. Owner – The Campbell County Board of Commissioners.
- I. Owner’s Consultant – A third party professional hired by the Owner to assist the Owner’s Representative during the Project.
- J. Owner’s Representative – A County staff member assigned to the Project to carry out roles and responsibilities of the Owner.
- K. Project – The finished product of an organized process of constructing or installing the Work per the Contract Documents; which is enumerated in Section 1A of this document.

- L. Project Manual – A collection of project forms and technical specifications to be used for the Project. The Project Manual is a part of the Contract Documents. Underlined names in this Agreement refer to the specific titles of documents that are included in the Project Manual.
  - M. Punch List – A document prepared near the end of a construction project listing work not conforming to contract specifications that the general contractor must complete prior to final payment.
  - N. Substantial Completion – When a Project has progressed to a point where it can be used for its intended purpose. For example, if the Project is a building Substantial Completion occurs when a Certificate of Occupancy is issued; if the Project is a road Substantial Completion occurs when the road is open to traffic.
  - O. Work – The entire construction required to be provided under the Contract documents, including, but not limited to, furnishing all necessary labor, tools, materials, equipment, and services.
  - P. Work Directive – A written statement by the Owner to the Contractor ordering an addition, deletion or revision to the Work. The parties will expect that changes to the Work will be incorporated by a subsequent Change Order executed in writing after an appropriate change in Contract Price or Contract Time has been negotiated.
- 3. Contractor's Representations.** To induce the Owner to enter into this Agreement, Contractor represents and warrants to the Owner the following:
- A. Contractor is professionally and fully qualified to perform the Work in a professional manner and complete the Project;
  - B. Contractor is authorized to engage in business in the State of Wyoming and will maintain all necessary licenses, permits, or other authorizations as required by law or agreement with the Owner;
  - C. Contractor has the expertise, experience, knowledge, and necessary plant, personnel, and financial capability to successfully complete the Project;
  - D. The person signing this Agreement has the authority to bind the Contractor;
  - E. Contractor is familiar with the work site in its present condition; and

F. Contractor is aware of the terms of this Agreement, the nature and extent of the Contract Documents, and any local conditions, laws, or regulations which could affect the cost or progress of the Project.

4. **Insurance.** Without limiting any obligations or liabilities of Contractor, the Contractor shall secure and maintain policies of insurance as set forth below from an insurance company or companies authorized by the State of Wyoming with a minimum “A. M. Best” rating of at least A-. Such insurance will protect Contractor, its subcontractors, or anyone directly or indirectly employed by the Contractor or its subcontractors or for whose acts the Contractor or subcontractors may be liable. The insurance will also protect Owner and its representatives, consultants, agents and employees from claims for bodily injury, death, or property damage which may arise out of, or result from, the Contractor’s or its subcontractors’ operations during the Project.

Insurance policies shall contain a provision that coverage will not be cancelled or materially changed thirty (30) days written notice has been received by the Owner.

Owner shall be named as an additional insured with a waiver of subrogation.

Contractor shall not commence any work until all required insurance has been obtained and certificates of insurance have been delivered to the Owner.

A. **Commercial General Liability.** Must include broad form property damage (i.e. underground, explosion and collapse coverage) and blanket contractual liability coverage.

Each occurrence	\$1,000,000
Personal and advertising injury	\$1,000,000
General aggregate	\$2,000,000
Products and completed operations	\$2,000,000
(to be enforced for two (2) years after final payment)	

B. **Automobile Liability.** Must include owned, not owned, and hired vehicles and must cover bodily injury and property damage.

Combined single limit (each accident)	\$1,000,000
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C. **Umbrella or excess liability.**

Each occurrence	\$2,000,000
Aggregate	\$2,000,000

D. **Workers Compensation and Unemployment** – per Wyoming Department of Workforce Services.

- E. Builders Risk Insurance. This section applies when Owner does not carry Builders' Risk Insurance.

Contractor shall obtain an all risk insurance against physical loss or damage for the full cost of replacement at the time of the loss.

- 5. Payment and Performance Bonds.** This section is not applicable to small projects that do not require bonds.

Contractor shall furnish bonds as security for the faithful performance of the Work and payment of all Contractor's obligations arising thereunder; in accordance with Wyoming Statute §16-6-112. Each bond shall be in the amount of the Contract Price and shall remain in effect one (1) year from the date of final payment.

Surety Companies executing bonds must be authorized to transact business in Wyoming and must appear on the Department Circular 570 from the Bureau of Fiscal Service of the United States Department of the Treasury.

The Contractor shall provide notification to subcontractors and materialmen of their rights of protection under the bonds per Wyoming Statute §16-6-121. Contractor shall deliver the required bonds to Owner prior to the commencement of construction.

**6. Owner's Responsibilities.**

- A. The Owner shall assign a County staff member as the Owner's Representative for the Project; to carry out roles and responsibilities of the Owner and provide contact information to the Owner.
- B. The Owner may, at their discretion, hire third party Owner's Consultant(s) to assist Owner during the Project. The Owner will notify the Contractor in writing of the person or company who will be fulfilling this role and their contact information.
- C. With respect to matters of importance to the progress of the Work, the Owner shall respond to questions, and provide information regarding the Project in a timely manner.
- D. The Owner shall fulfill construction administration actions identified in Section 10.
- E. The Owner shall provide up to three (3) copies of the Contract Documents to the Contractor.
- F. The Owner shall make payments to the Contractor for the Work in accordance with Section 14 and Section 17.

## **7. Contractor's Responsibilities.**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently using the Contractor's best skill and attention to fulfill the expectations associated with and completion of the Project.
- B. Contractor shall perform the Work necessary to construct the Project in accordance with the Contract Documents; providing sufficiently skilled workers and suitable materials and equipment.  
Contractor shall see that the finished work complies with Contract Documents.
- C. Contractor shall provide competent, suitably qualified personnel to perform the Work. Contractor shall be responsible to the Owner for acts and omissions of the employees and agents of the Contractor, the Contractor's subcontractors, and other entities performing the Work through the Contractor.
- D. Contractor shall be solely responsible for, and have control over, the means, methods, techniques, sequences, and procedures of construction.
- E. Contractor shall be responsible for coordinating all portions of Work under this Agreement and for the schedule and timeline of the Work on the Project.
- F. Contractor shall maintain order and good discipline at the construction site at all times. Contractor shall keep the premises clean and free of accumulations of waste materials and debris resulting from the Work.
- G. Contractor shall comply with laws, ordinances, rules, and regulations applicable to the Work.
- H. Contractor shall conduct its operations in a safe manner and comply with all applicable laws and regulations relating to safety and work site conditions.  
  
Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with construction of the Project to prevent and avoid injury, and loss or damage to persons or property.
- I. Contractor shall assign a competent Superintendent as an authorized representative on the project site to fulfill the Contractor's responsibilities and obligations under this contract. The Superintendent must be in attendance on the site during construction.

Qualifications of the proposed superintendent shall be submitted to the Owner for review prior to beginning work on the Project. The Contractor shall not assign a superintendent to the Project if the Owner has made a reasonable objection to that person.

- J. A pre-construction meeting will take place prior to beginning work on the Project. Items to be covered at the meeting will include names and contact information for all involved parties, schedules and timelines, Project protocols, coordination, responsibilities of the parties, traffic and site control plan, and other similar actions. The Contractor is to assist with the content of this meeting.
- K. Contractor shall keep one (1) record copy of Contract Documents, specifications, drawings, addenda, modifications and shop drawings at the Project site. Such documents will be kept in good order and annotated to show any and all changes made during the construction process. These documents shall be submitted to the Owner as record drawings at the end of the Project.
- L. Contractor must provide the order the Contractor proposes to complete key components to the Project. The Contractor shall also update the Owner on the status of the Project; though progress meetings and by providing updated schedules that show the critical path of key components to the Project.,
- M. Materials testing for quality control during construction will be administered and paid for by the Owner. Contractor shall assist the Owner in coordinating these tests with the testing company. Any retests for failures will be charged to the Contractor. Contractor shall be responsible for and shall pay all costs for inspections or testing required of the Contractor in the Contract Documents.
- N. Contractor shall secure and pay for building permits and other permits, licenses, and fees required by government agencies or by the Contract Documents. Contractor shall comply with any requirements of the permits and bear all costs related to the permits including any tests, inspections, or approvals.
- O. Contractor shall pay all license fees and royalties, and assume all costs incident to the use, in the performance of the Work, of any invention, process, or device which is the subject of patent rights or copyrights held by others. Contractor shall pay all sales, consumer, use, and other taxes required by law. Contractor is responsible for all State and Federal taxes on payments earned under this Agreement, and for the earnings paid to any workers hired by Contractor.
- P. Contractor shall contact utility companies to locate the utilities on and around the Project per One Call of Wyoming policy. Notifications to utilities and related civil penalties will be governed by Wyoming Statutes §37-12-301 through §37-12-307.

Contractor shall work with the Owner to locate service lines and utilities that are within the site and not marked by utility companies. Contractor shall strive diligently to avoid damaging any utilities during construction.

- Q. If any hazardous environmental conditions are encountered during construction, the Contractor shall isolate and secure the location, stop all work in and around the hazardous condition, and notify the Owner immediately. Contractor shall not be responsible for any hazardous environmental conditions encountered at the site that were not identified in the Contract Documents.
- R. Contractor to provide Owner, Owner's Consultant(s) and/or Owner's identified Representative(s) access to the Project site.
- S. Contractor shall provide any shop drawings and submittals required by the Contract Documents to the Owner for review. When the Contractor provides shop drawings and any required submittals, the Contractor is representing that the Contractor has reviewed and approved such documents and verifies the materials, field measurements, and field construction criteria are correct.
- T. Contractor warrants and guarantees that all materials and equipment are new and that the Work is of good quality, free from faults or defects, and conforms to the Contract Documents. All materials and equipment exclude defects or damage caused by modifications or improper use by the Owner, or normal wear and tear.
- U. Contractor will provide a one (1) year warranty for Project improvements including materials, equipment, and workmanship; beginning on the date of Substantial Completion. If any work is found to be defective during the warranty period, Contractor shall immediately repair or replace the defective portion(s) without cost to the Owner and in accordance with the Owner's instructions. If Contractor fails to do so, the Owner may have the defective work repaired; with all costs associated with the repair to be paid by the Contractor.
- V. Contractor shall promptly correct or repair any work determined by the Owner to be defective, or that fails to conform to the Contract Documents.
- W. Contractor shall at all times be an independent Contractor in performing the work under this Agreement.
- X. Contractor shall follow all local, state, and federal laws and regulations related to the Contractor's employees, the Contractor's equipment, and/or any other item related to completion of the Work.

- 8. Assignment and Subcontracts.** The Contractor shall not assign Contractor's interest in this Agreement nor subcontract more than fifty percent (50%) of the value of the Work. Subcontractors working on the Project are subject to the approval of the Owner. Contractor is responsible for the acts and omissions of the subcontractors as well as the quality and the timeliness of the work performed by them. Contractor agrees to bind every subcontractor to the terms and conditions of this Agreement.
- 9. Construction by Others.** Owner reserves the right to award separate contracts or to use Owner's own forces to complete portions of the Project or other construction or operations on the site. If this occurs, Contractor shall cooperate with Owner in coordinating schedules and any work phasing required. In doing this, Owner shall not substantially interrupt the Contractor's critical path schedule nor significantly encumber Contractor's ability to complete Work at the site.
- 10. Construction Administration.** The Owner will fulfill the construction administration actions through Owner's Representative and/or Owner's Consultant(s). During construction administration, the Owner's Representative and/or Owner's Consultant(s) shall have the Owner's authority to:
- A. Determine if the Work is proceeding in accordance with the Contract Documents and ascertain whether the acceptability of all Work and whether it is progressing satisfactorily.
  - B. Provide onsite observation(s) and inspection(s) to the extent desired by the Owner. This may include extensive observation and inspection on the Project site.
  - C. Notify Contractor of repairs or alterations that are needed on the Project site and will provide the Contractor copies of observation and inspection reports.
  - D. Have authority to reject any work which does not conform to the design.
  - E. Review and approve shop drawings, product data, and samples for conformance to the Contract Documents.
  - F. Review and approve submittals of proposed materials and equipment for the Project (including substitution requests) for quality, compatibility with the Project, and adherence to the Contract Documents.
  - G. Review proposed Change Orders to determine if costs are appropriate.
  - H. Review and approve pay requests. Owner's Representative and/or Consultant(s) may make a recommendation to Owner regarding payment based on a review of the

progression of the Work, the point indicated on the pay request, and observation that quality of the Work is in accordance with Contract Documents.

- I. Make determinations on unit price work items.
- J. Order minor changes to the Work that are consistent with the Contract Documents.
- K. Interpret the intent of the Contract Documents and make decisions concerning performance under, and requirements of, the Contract Documents.
- L. Answer the Contractor's questions regarding the Contract Documents and respond to requests for information, issue supplemental drawings and/or specifications (if necessary) and make necessary amendments to the Contract Documents. If any such clarifications constitute a change in the scope of work and require more time or resources to be used than was planned for in the bid, the Contractor may pursue a contract adjustment per Section 12B of this document.
- M. Participate in progress meetings and Project walkthroughs.
- N. Process Change Orders and/or Work Directives. Prepare such documents with backup information from the Contractor.
- O. Make determinations on weather days.
- P. Verify that tests performed by Owner's third-party testing company meet the intent of the Contract Documents.
- Q. Determine the date of Substantial Completion.
- R. Complete Substantial Completion and Final Completion walkthroughs of the Project, create punch lists for required actions, and verifying when such punch lists are complete.

**11. Owner Initiated Changes.** Without invalidating this Agreement, Owner may, at any time and from time to time, order additions, deletions, or revisions to the Work. Such changes may be completed through a Change Order or by a Work Directive. The value of the work covered by the Change Order shall be determined by unit price (when applicable) or by a mutually agreed upon lump sum price.

## **12. Contractor Initiated Changes (Claims)**

- A. Weather Days. If Contractor is not able to work on a critical path or controlling item on the Project for at least half of a regular scheduled work day because of inclement weather, then the Contractor shall be entitled to adjustments in the Contract Time.

Adjustments to the Contract Time are calculated for each weather day that is greater than the anticipated number of weather days for the given month as shown below:

January	8
February	8
March	7
April	6
May	4
June	3
July	2
August	2
September	2
October	4
November	5
December	7

- B. Contract Adjustment. If Contractor claims that it is entitled to damages, an extension of the Contract Time, or an adjustment of the Contract Price, for any reason, then Contractor must deliver a written claim to Owner. Such claims may include, but are not limited to, any act or neglect of Owner or Owner's Representative or employee, unknown physical conditions encountered at the site, hazardous environmental conditions encountered at the site, conditions which differ materially from those indicated in the Contract Documents, or any inaccurate or improper material representations by the Contract Documents.
- C. Failure of Contractor to file a claim as provided herein shall constitute a waiver of the claim by Contractor. Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Work.
- D. Delays. The Contractor shall be entitled to an equitable adjustment in Contract Time so long as the Contractor has been diligent in working on the Project and someone for whom the Owner is responsible for delays, disrupts, or interferes with the progression of the work; or the Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, acts of God, or failures to act of utility owners; or there are other delays beyond the control of the Contractor. In such or comparable cases, the extension of the Contract Time will be an amount equal to the time lost due to such delays. This shall be Contractor's sole and exclusive remedy for such delay.
- E. Any claims for weather days, contract adjustment, or delays shall be delivered to Owner in writing with supporting data and documentation within ten (10) days after the occurrence of the event giving rise to the claim or within ten (10) days after the Contractor first recognized the condition. The Owner's Representative shall provide a decision, in writing, upon review of submitted materials and consultation with the

Owner's Consultant (if applicable) within thirty (30) days of receipt of the request and all applicable materials.

Should the decision of the Owner's Representative be found unsatisfactory by the Contractor, the Contractor may submit an appeal to the Campbell County Board of Commissioners within fourteen (14) calendar days of the date of the decision by the Owner's Representative. Upon receipt of the appeal, the Campbell County Board of Commissioners shall provide a decision within sixty (60) calendar days. Should the decision of the Campbell County Board of Commissioners be found unsatisfactory by the Contractor, only then, may the Contractor submit for a decision by the District Court, in Campbell County, Wyoming.

**13. Change Orders.** Subsequent to issues arising under Sections 11 and/or 12 of this document, all changes to the Contract Price or Contract Time will be formalized by the parties executing a Change Order to this Agreement. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the same applicable conditions and include any adaptations provided in the Change Order. If a notice of contract changes to the surety is a requirement of a bond, it will be the Contractor's responsibility to make the notification.

**14. Progress Payments.** When requested by the Contractor, progress payments may be made as follows:

- A. Contractor shall submit to Owner monthly pay applications for the work completed through the date of the pay application. Contractor shall use the Contractor's Application for Payment document included in the Project Manual.
- B. The application will be supported by information that is reasonably requested by Owner to verify the work is done and the amount is due.
- C. Payment for materials purchased specifically for the Project may be included in the application; so long as the materials are stored on site or at another secure location that can be observed by the Owner.
- D. Lien waivers must be included from major subcontractors and suppliers through the date of the most recent previous pay application; to verify that payment has been received from the Contractor per Wyoming Statute §16-6-1001(a)(iv). Contractor shall use the Release and Waiver of Lien document included in the Project Manual.
- E. Retainage shall be deducted from each pay application as described in Section 15 of this document.

- F. Progress payments shall be made in accordance with the current Campbell County Public Works Accounts Payable schedule, which is attached and labeled/identified as Exhibit \_\_\_\_\_ to this agreement.
- G. Each application shall be promptly reviewed by the Owner's Representative and/or the Owner's Consultant. A reasonable amount of time is permitted for this review.
- H. No progress payment shall be construed to be a final acceptance or approval of that part of the services or Work to which the payment relates. A progress payment will not release a Contractor from any of the Contractor's obligations under this Agreement or liabilities with respect to such services or Work.
- I. Owner may withhold payments to the extent necessary to protect Owner against any loss or damage due to, but not limited by, the following: (1) Contractor's repeated failure to carry out the Work in accordance with the Contract Documents, (2) defective work not remedied, (3) failure of the Contractor to promptly pay their subcontractors, materialmen, suppliers or laborers, (4) receipt of a third party claim, lien, or demand, or reasonable evidence of a pending claim, lien, or demand, or (5) if Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work under this Agreement.
- J. Contractor warrants and guarantees that title to all Work, materials and/or equipment covered by any pay application will pass to Owner at the time of payment, free and clear of all and any liens, claims, security interests and/or encumbrances.

**15. Retainage.** Retainage shall be administered in accordance with Wyoming Statute §16-6-701 through 706.

- A. The Contractor shall set up an account in Contractor's name with an acceptable depository to serve as custodian of retained monies during the Project. An agreement shall be executed between the Owner, Contractor, and depository identifying the following: (1) the Contractor shall be responsible for all fees associated with the account as well as any tax liabilities from interest accrued, (2) the terms of the account are such that no funds will be released to the Contractor until the depository has received written authorization from the Owner to release the funds, (3) should the Contractor fail to satisfactorily complete the work, the Owner will have access to these funds, and (4) the Owner bears no responsibility for the safety of the funds in the account. The form of such an agreement is to be titled Joint Account Agreement for Retainage. This form is included in the Project Manual.
- B. Retainage will be deducted from each progress payment in the amount of ten percent (10%). When fifty percent (50%) of the value of the Work is completed the Owner may cease to deduct retainage on progress payments for the remainder of the Project if (1) in

the Owner's judgement there has been satisfactory progress made on the Project, (2) there is no evidence of pending claims on the Project, and (3) written consent has been given from the Contractor's surety company issuing the payment and performance bonds (if applicable).

- C. Contractor may provide for retainage in all of its contracts with subcontractors consistent with the requirements set out in this agreement.

**16. Project Closeout.** To closeout a project, the following items will take place in the order provided:

- A. **Substantial Completion.** When the Project has progressed to a point where it can be used for its intended purpose, it will be considered Substantially Complete. The Owner will continue to hold retainage. Owner will also finalize inspections and verify that Work was completed in accordance to the Contract Documents. A punch list will be created of minor items to be completed prior to Final Completion and will be issued to the Contractor along with the Certificate of Substantial Completion. The last pay application for 100% of the Contract Price may be submitted and processed.
- B. **Warranty.** Contractor is to issue a warranty for materials, equipment, and workmanship as described in Section 7T of this document. The Warranty will be for one (1) year from the date of Substantial Completion. The document to be used to draft the Warranty is titled Warranty and is included in the Project Manual.
- C. **Final Completion.** When all punch lists are completed, and the Owner is satisfied that the Project is in all ways complete and acceptable, the Certificate of Final Completion will be issued, and the Project will be advertised for forty (40) days as required and under the direction of Wyoming Statute §16-6-116.
- D. **Lien Waivers.** During the advertisement period, final lien waivers should be obtained from the subcontractors and major suppliers; as indicated on the form named Lien Waivers included in the Project Manual. If the Contractor is still holding retainage from the subcontractors or suppliers, the lien waivers shall indicate as such.
- E. **Affidavit.** The Contractor shall provide a final lien waiver and sworn statement of payment, stating call claims of all subcontractors and suppliers per Wyoming Statute §16-6-117. The form to be used is titled Affidavit on Behalf of Contractor and is provided in the Project Manual.
- F. **Retainage release.** If any payment issues arise during the advertisement period, Owner will have the right to hold the retainage until such issues are resolved.

**17. Final payment.** The final payment will be the release of the Contractor's retainage. Owner shall make final payment to Contractor when (1) items 16 B-E are complete to the Owner's satisfaction, (2) there have been no claims or payment issues brought to the Owner's attention, and (3) the Owner is in all ways satisfied with the Project.

Owner's failure to identify defective or incomplete work shall not impair Owner's right to recover for any defective work or breach of this Agreement by Contractor. The making of final payment by Owner will not constitute a waiver by Owner of any claims against Contractor arising from a breach of this Agreement or from defective work or failing to comply with the terms of this Agreement.

**18. Acceptance of Final Payment.** The acceptance of final payment will constitute a waiver of all claims by Contractor against Owner.

**19. Liquidated Damages.** The Owner will suffer financial loss if the Work is not completed within the Contract Time. Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay \$500 for each calendar day between the date when Substantial Completion is required and the date when Substantial Completion occurs. , Contractor shall also pay \$200 for each calendar day between the date when Final Completion is required and the date when Final Completion occurs.

**20. Termination or Suspension.** Work may be terminated or suspended per the following:

A. Owner suspension for convenience. Owner may without cause order the Contractor in writing to suspend the work. If the suspension is without cause, Contractor may seek an adjustment of the Contract Price or Contract Time or both if its work has been adversely impacted by any suspension; unless the actions or inactions of the Contractor, its subcontractors, or suppliers are the reason for the suspension.

B. Owner termination for convenience. Owner may, at any time, terminate this Agreement, for Owner's convenience and without cause, by giving written notification to the Contractor. Upon receipt of this notification, Contractor shall cease operations, take actions necessary for the protection of the existing Work, and terminate existing subcontracts.

20.B.1. In such case the contractor shall be paid for (1) work properly executed through the termination date including reasonable overhead and profit, (2) expenses sustained through the termination date in performing services and furnishing labor, materials, or equipment for the Project, (3) costs incurred in settlement of terminated contracts with subcontractors and suppliers, and (4) reasonable expenses directly attributable to termination.

20.B.2. Contractor shall not be paid on account of lost anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- C. Owner termination for cause. If the Contractor is (1) guilty of a substantial breach in this Agreement, (2) repeatedly disregards laws, regulations, ordinances, codes, or orders of a public authority, (3) fails to make payment to subcontractors or suppliers for which Owner has made payment to Contractor, (4) repeatedly refuses to properly complete the Work and supply necessary materials or workers, or (5) fails to deliver the insurance certificate, payment, and performance bonds within fourteen (14) days of the Owner executing this Agreement, if required; the Owner may terminate this Agreement.

During such a termination and after providing written notification to the Contractor, the Owner may take control of the Project site and materials or equipment that have been paid for and finish the Work. If the unpaid balance of the Contract Price is not enough to finish the Project, the Contractor shall remain liable to the Owner for the difference in price. If there is an excess balance of funds after the Owner completes the Project, allowing for construction costs and any other legal or other costs attributable to the Owner taking over the Project, that amount will be paid to the Contractor. Any applicable bonds in place for the Project may be executed in behalf of the Owner and used in conjunction with or separate from the process described here.

- D. Contractor termination. As long as the following does not occur due to acts or faults of the Contractor its subcontractors, suppliers, or anyone it has control over; the Contractor may terminate this Agreement if without reason or justification, Owner will not make payment to the Contractor as described in this Agreement or if work is stopped for sixty (60) consecutive days due to: (1) a court order or act of government official requiring the Work to be stopped, (2) delays by anyone the Owner is responsible for, (3) suspensions by the Owner as described in Section 20A, or (4) the Owner repeatedly failing to fulfill contractual obligations with respect to matters important to progress of the Work. The Owner shall pay the Contractor for work properly executed and materials stored on site through the termination date, restocking fees on materials that have been ordered for the project but not yet delivered, and reasonable demobilization costs.

**21. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and Owner's representatives, agents and employees, from and against all claims, demands, damages, causes of action, liabilities, losses and expenses, including, without limitation, attorneys' and consultants' fees and expenses arising out of, or resulting from, performance of the Work by Contractor, its subcontractors or anyone employed by them or for whose acts they may be liable.

**22. Limitation on Liability.** Notwithstanding any other provisions of this Agreement, the Owner's liability to Contractor for any claimed breach of this Agreement or breach of

any alleged representations or warranties, whether expressed or implied, shall never exceed the Contract Price less any payments made by Owner to Contractor.

Further, the Owner shall not be liable to Contractor for consequential damages, loss of bonding capacity, loss of profits from other transactions or contracts, impairment of capital, loss of financing, loss of business, or loss of reputation.

**23. Disputes.** Claims, disputes or other matters in question between the parties to this Agreement shall, initially, attempt to be resolved through good faith efforts. If not resolved through good faith efforts by the parties, the aggrieved party may pursue any and all legal remedies available.

**24. Jurisdiction.** This Agreement shall be governed by the laws of the State of Wyoming. The Sixth Judicial District, Campbell County, Wyoming shall have exclusive jurisdiction of all disputes arising out of this Agreement.

**25. Governmental Immunity.** By entering into this Agreement, Owner does not waive any governmental immunity to which Owner is entitled under Chapter 39, Governmental Claims, of the Wyoming Code of Civil Procedure. Further, Owner expressly reserves the right to assert governmental immunity to any claims arising under this Agreement.

**26. Entire Agreement.** This document represents the entire and integrated agreement between Owner and Contractor and may be amended only by a written instrument; signed by both parties.

Campbell County Board of Commissioners  
(Owner)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Michael's Construction, Inc.  
(Contractor)

Signature Michael J. Jorgensen

Name Michael J. Jorgensen

Title President

Date 31 March, 2020

The following page(s) contain the backup material for Agenda Item: [9:35 District Support Grants](#)

**FY 19-20 District Support Grant Master List**

Meeting Date	District Name	Project Cost	Grant Award	Budget Remaining	Project Description
<b>Beginning Approved Budget</b>				\$ 275,000.00	
08/06/19	Pineview	\$ 680,000.00	\$ 44,601.00	\$ 230,399.00	Design/Construction of Water Project
12/17/19	Central Campbell County	\$ 136,393.00	\$ 34,098.00	\$ 196,301.00	Emergency repair to pump #6
12/17/19	Brunsen Road	\$ 12,395.00	\$ 3,099.00	\$ 193,202.00	Road Maintenance
04/07/20	Fox Ridge	\$ 14,502.00	\$ 3,626.00	\$ 189,576.00	Road Maintenance
04/07/20	Central Campbell	\$ 5,750.00	\$ 2,875.00	\$ 186,701.00	Street Sweeping
04/07/20	Means, Carter, N. Hannum	\$ 11,900.00	\$ 2,975.00	\$ 183,726.00	Mag Chloride Application
04/07/20	Prairieview Champion Ventures	\$ 3,600.00	\$ 1,800.00	\$ 181,926.00	Street Sweeping
04/07/20	Central Campbell	\$ 16,301.00	\$ 4,075.00	\$ 177,851.00	Sewer Line Jetting
04/07/20	Eight Mile	\$ 8,500.00	\$ 2,683.00	\$ 175,168.00	Mag Chloride Application
04/07/20	Bennor Estates	\$ 6,800.00	\$ 1,700.00	\$ 173,468.00	Mag Chloride Application
04/07/20	Box n Ranch	\$ 9,643.00	\$ 2,411.00	\$ 171,057.00	Roadway Surfacing
<b>Total Awards to Date</b>		<b>\$ 905,784.00</b>	<b>\$ 103,943.00</b>		
<b>Budget Remaining</b>			<b>\$ 171,057.00</b>	62% Budget Remaining	

Breakdown of FY19-20 District Support Grant Awards		
Grant Type	Total	Percentage
Meters/ water	\$ 34,098.00	32.8%
Road Maintenance	\$ 16,494.00	15.9%
Engineering/grant requests	\$ 44,601.00	42.9%
Street Sweeping	\$ 4,675.00	4.5%
Sewer Jetting	\$ 4,075.00	3.9%
District Formation	\$ -	0.0%
<b>Total</b>	<b>\$ 103,943.00</b>	<b>100.0%</b>



**Department of Public Works - Engineering Division**

*Kevin C. King, P.E., Director*

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

**DISTRICT SUPPORT GRANT MEMORANDUM**

**FROM:** Kevin C. King, P.E., Public Works Executive Director *KCK*  
**TO:** Board of County Commissioners  
**SUBJECT:** District Support Grant Application From: Fox Ridge Subdivision I&S  
**DATE:** 3/23/2020

Fox Ridge Subdivision I&S has submitted a District Support Grant application in the amount of \$3,626  
 For 4" crushed concrete surfacing on Fox Ridge Avenue and 4" scoria surfacing on Arctic Avenue

**Grant Type and Priority** **Gravel Road, Priority 6**

**Costs and Eligibility**

Total Estimated Project Cost:	<u>\$14,502</u>			
Total Number of District Lots:	41			
Total allowable grant over a 5-yr period:	41	lots	@ \$1,500	\$ 61,500
Total amount of Grants approved over current 5-yr period:				\$ 16,213
Total amount not subject to \$1500/lot limitation				\$ 6,553
Remaining Grant eligibility this current 5-yr period:				\$ 51,840
Current Fiscal Year Awards	\$ -			O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000			O.K.

**Compliance**

Fox Ridge Subdivision I&S District is in compliance with the elections office per a 3/19/2020  
 memo from the Elections Coordinator.

**Analysis**

Gravel Road, Priority 6  
 (PR-6) 50% up to \$50,000 drainage, 33% up to \$50,000 connecting roads, 25% up to \$50,000 gravel

%	Total	Grant	Item
100		\$ -	
50	\$ -	\$ -	
33		\$ -	
25	\$ 14,502	\$ 3,626	
Totals	\$ 14,502	\$ 3,626	

**Quotes Received**

	Company	Total
1	BS Carriers, LLC	\$ 14,502
2	Earthwork Solutions	\$ 15,486
3	Melgaard Construction	\$ 19,210

**Funding History**

5 year	\$16,213
10 year	\$20,148
Since 2012	\$20,148

**Recommendation**

I recommend the Board approve the District Support Grant request from Fox Ridge Subdivision I&S  
 Improvement and Service District in an amount not to exceed \$ 3,626  
 For 4" crushed concrete surfacing on Fox Ridge Avenue and 4" scoria surfacing on Arctic Avenue

Board Approval? \$ Date Approved



**DISTRICT SUPPORT GRANT APPLICATION**

District Name: Fox Ridge Subdivision Impr. & Svc. District Requested Amount: \$3,625.42

Mailing Address: PO Box 4314, Gillette, WY 82717

Contact Person: Sandi Kinnear, President

Day Time Phone: 307-680-2011

Application is requesting financial assistance to form a District? Yes  No

Applicant is requesting financial assistance for connection to regional water? Yes  No

Is the project anticipated to be complete in the next 18 months? Yes  No

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)  
On Fox Ridge Avenue – from Lewis Road, 1,000 feet north – 22’ wide X 4” thick – crushed concrete

On Arctic Avenue – from Spotted Fox intersection going north to Fox Butte intersection approximately 1,200 feet – 22’ wide X 4” thick – 1 ½” Scoria

This grant application is for the materials. The District’s blade operator is Hesperen Excavating. Hesperen Excavating will spread the materials on the two roads as needed. The quantity was adjusted to the quantity estimated by the contractor for the project.

Total project cost (estimated) (itemize on separate sheet): \$14,501.68

Projected start date: April 1, 2020 Projected completion date: November 30, 2020

Briefly describe why the project is needed:  
These roads have adequate drainage but are getting thin on material. This project adds the appropriate material to the roads.

Governing Board members: Sandi Kinnear, President / Diane Phillips, Vice President / Meldene Goehring, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 240.59 +/- acres

Date of district formation (if applicable) 2010

Number of lots: 41 total parcels

Population of District: 120 (approximately)

Ratio of Developed and undeveloped land: 37 lots developed, 1 currently under construction and 3 undeveloped.

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 \$ 20,300.00 (assessments)

Current Assessed Valuation (County Assessor's Office) \$ 946,825.00

Current Indebtedness \$ 0.00

Current Income statement and balance sheet \$ 93,522.23 (total funds)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe) The District bills \$75 per month per tap on the water system. 15,000 gallons of water are included in the \$75 per month base rate. Water overages are billed at \$1.50 per 1,000 gallons used above 15,000 gallons per month.

The District also does an annual assessment through the County at a rate of \$500 per lot for improved lots and \$300 per lot for unimproved lots.

Will project generate user fees, charges, other revenues or income revenue? Yes  No

List and describe other potential funding sources:

None

Other pending applications for funding:

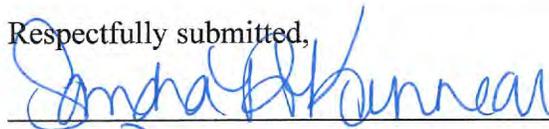
None

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

(SEAL)

Respectfully submitted,



Title: President

Attest:

  
Secretary

**Fox Ridge Road Project - 2020**

	Melgaard			BS Carriers LLC			Earth Work Solutions*		
	Tons/CY	\$/CY	Total	Tons/CY	\$/CY	Total	Tons/CY	\$/CY	Total
Arctic Avenue - 1 1/2" Scoria - 1,200 feet X 22' wide X 4" thick	400	18	\$7,200.00	340	17.352	\$5,899.68	323	15.1	\$4,877.30
Fox Ridge Avenue - Crushed Concrete - 1,000 feet X 22' wide X 4" thick	450	35	\$15,750.00	340	23	\$7,820.00	484	27.68	\$13,397.12
<b>Total</b>			<b>\$22,950.00</b>			<b>\$13,719.68</b>			<b>\$18,274.42</b>
<b>EQUALIZED:</b>									
Arctic Avenue - 1 1/2" Scoria - 1,200 feet X 22' wide X 4" thick	340	18	\$6,120.00	340	17.352	\$5,899.68	340	15.1	\$5,134.00
Fox Ridge Avenue - Crushed Concrete - 1,000 feet X 22' wide X 4" thick	374	35	\$13,090.00	374	23	\$8,602.00	374	27.68	\$10,352.32
<b>Total</b>			<b>\$19,210.00</b>			<b>\$14,501.68</b>			<b>\$15,486.32</b>
<b>LOW BID - BS CARRIERS</b>						<b>\$14,501.68</b>			
<b>25% County Grant</b>						<b>\$3,625.42</b>			

\*Although Earth Work Solutions' bid for scoria was lower than BS Services, the overall total was higher. In addition, Earth Work Solutions submitted a bid for 2" minus scoria and not the 1 1/2" minus as requested.

### District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District <b>Fox Ridge Subdivision Improvement &amp; Service District</b>									Submit one form for each road	
Surfacing			Blading		Drainage/Ditch			Dust Control		
Road Name	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Arctic Ave	1200	22	4							

Contractor Name/Address: **BS Carriers**

#### CONTRACTOR PRICING

Check if Apply	Surfacing	CY Tons	\$/Ton *	Total \$	
	Limestone (J, W, L)				*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
	Scoria (2" max)	340	17.352	5900.00	
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
<b>Surfacing Subtotal</b>					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Water Truck				
<b>Blading Subtotal</b>					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
<b>Drainage Subtotal</b>					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
	Mag Chloride				* includes product and application of product to roadway
	Other (Specify)				
<b>Dust Control Subtotal</b>					
<b>Total Cost Estimate</b>					

### District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District <b>Fox Ridge Subdivision Improvement &amp; Service District</b>									Submit one form for each road	
Surfacing			Blading		Drainage/Ditch			Dust Control		
Road Name	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
<i>Fox Ridge Ave</i>	<i>1000</i>	<i>22</i>	<i>4</i>							

Contractor Name/Address: *BS Carriers*

#### CONTRACTOR PRICING

Check if Apply	Surfacing	Tons	\$/Ton *	Total \$	
	Limestone (J, W, L)				*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
	Scoria (2" max)				
<input checked="" type="checkbox"/>	Crushed Concrete	<i>340</i>	<i>123<sup>00</sup></i>	<i>17820<sup>00</sup></i>	
	Crushed Asphalt				
	Other (Specify)				
<b>Surfacing Subtotal</b>					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Water Truck				
<b>Blading Subtotal</b>					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
<b>Drainage Subtotal</b>					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
	Mag Chloride				* includes product and application of product to roadway
	Other (Specify)				
<b>Dust Control Subtotal</b>					
<b>Total Cost Estimate</b>					

## District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District	Fox Ridge Subdivision Improvement & Service District								Submit one form for each road	
Road Name	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Arctic Avenue	1,200	22	4							

Contractor Name/Address: Melgaard

### CONTRACTOR PRICING

Check if Apply	Surfacing	Tons/CY	\$/Ton/CY *	Total \$	
	Limestone (J, W, L)				*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. <b>Scoria is often in cubic yards instead of tons. If this is the case, mark out tons and put in CY</b>
1 1/2" scoria	Scoria (2" max)	400	\$18	\$7,000	
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
<b>Surfacing Subtotal</b>					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Water Truck				
<b>Blading Subtotal</b>					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
<b>Drainage Subtotal</b>					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
	Mag Chloride				* includes product and application of product to roadway
	Other (Specify)				
<b>Dust Control Subtotal</b>					
<b>Total Cost Estimate</b>				<b>\$7,000</b>	

S:\ENG\_Shar\Dist Support Grants\All Templates\Roadway Cost Estimate Template

Melgaard.

3/10/20

## District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District	Fox Ridge Subdivision Improvement & Service District							Submit one form for each road		
Road Name		Surfacing		Blading		Drainage/Ditch		Dust Control		
Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)	
Fox Ridge Ave	1,000	22	4							

**Contractor Name/Address:** Melgaard

### CONTRACTOR PRICING

Check if Apply	Surfacing	Tons	\$/Ton *	Total \$	
	Limestone (J, W, L)				*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
	Scoria (2" max)				
X	Crushed Concrete	450	\$35	\$15,750	
	Crushed Asphalt				
	Other (Specify)				
<b>Surfacing Subtotal</b>					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Water Truck				
<b>Blading Subtotal</b>					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
<b>Drainage Subtotal</b>					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
	Mag Chloride				* includes product and application of product to roadway
	Other (Specify)				
<b>Dust Control Subtotal</b>					
<b>Total Cost Estimate</b>				\$15,750	

S:\ENG\_Shar\Dist Support Grants\All Templates\Roadway Cost Estimate Template

Melgaard Construction Co  
722 sinclair Ave.  
Gillette, WT 82718

Curt Betcher 307-689-2637

3/10/20

## District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District	Fox Ridge Subdivision Improvement & Service District							Submit one form for each road		
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Arctic Avenue	1,200	22	4							

Contractor Name/Address: *Earth Work Solutions*

CONTRACTOR PRICING				
Check if Apply	Surfacing	Tons/CY	\$/Ton/CY *	Total \$
	Limestone (J, W, L)			
2" minus	Scoria (2" max)	323	\$15.10	\$4,877
	Crushed Concrete			
	Crushed Asphalt			
	Other (Specify)			
<b>Surfacing Subtotal</b>				

\*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**

*DELIVERY ONLY (DISTRICT will SPREAD)*

Check if Apply	Blading	Hrs	\$/Hr *	Total \$
	Crowning/Surfacing			
	Water Truck			
<b>Blading Subtotal</b>				

\* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches

Check if Apply	Drainage	LF	\$/LF *	Total \$
	Install 12" culvert			
	Install 18" culvert			
	Install 24" culvert			
	Cut Ditches			
<b>Drainage Subtotal</b>				

\* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$
	Mag Chloride			
	Other (Specify)			
<b>Dust Control Subtotal</b>				
<b>Total Cost Estimate</b>				<b>\$4,877</b>

\* includes product and application of product to roadway

## District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District	Fox Ridge Subdivision Improvement & Service District							Submit one form for each road		
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Fox Ridge Ave	1,000	22	4							

Contractor Name/Address: Earthwork Solutions

### CONTRACTOR PRICING

Check if Apply	Surfacing	Tons	\$/Ton *	Total \$	
	Limestone (J, W, L)				*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 <b>DELIVERY ONLY (DISTRICT will SPREAD)</b>
	Scoria (2" max)				
X	Crushed Concrete	484	\$27.68	\$13,397	
	Crushed Asphalt				
	Other (Specify)				
<b>Surfacing Subtotal</b>					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Water Truck				
<b>Blading Subtotal</b>					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
<b>Drainage Subtotal</b>					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
	Mag Chloride				* includes product and application of product to roadway
	Other (Specify)				
<b>Dust Control Subtotal</b>					
				<b>Total Cost Estimate</b>	<b>\$13,397</b>



Office of  
**COUNTY CLERK**

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010  
Phone: 307.682.7285 • Fax: 307.687.6455

March 19, 2020

To: Helenanne Cathey  
RE: Fox Ridge Subdivision Improvement and Service District

The compliance requirements listed below have been met by Fox Ridge Subdivision Improvement and Service District. Therefore, Fox Ridge Subdivision Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 04/30/2019

Final Budget – 06-27/2019

Public Records – 07/19/2019

Map - YES

Department of Audit - YES

Department of Revenue - YES

Sincerely,

Charity D. Stewart  
Elections Coordinator



Fox Ridge I&S  
020.7085.53

Date	Description	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6	Priority 6	Priority 6	Priority 7	Priority 8	Disbursement	Balance	Project Cost
								25%	33%	50%		Priority 8			
9/5/2012	DSG 2012.07-Road Maintenance	3,935.00						3,935.00						3,935.00	
6/18/2014	Pay Req 1-Final												606.45	3,328.55	
5/15/2015	DSG 2014.24 Water Tank Cleaned	375.00				375.00								375.00	
10/21/2015	Pay Req 1-Final												375.00	0.00	
5/15/2015	DSG 2014.23 Meters/Radio Read transr	4,018.00			4,018.00									4,018.00	
10/21/2015	Pay Req 1-Final												4,018.00	0.00	
8/1/2017	DSG 2017.02 Road Maintenance/Draina	10,489.00						7,954.00		2,535.00				10,489.00	
9/11/2017	Pay Req 1-Final												10,488.75	0.25	\$36,885.00
6/5/2018	DSG 2017.19 Road Maintenance	1,331.00						1,331.00						1,331.00	
6/15/2018	Pay Req 1-Final												1,237.50	93.50	\$9,917.00
5yr totals		16,213.00			4,018.00	375.00		9,285.00		2,535.00			16,119.25		
10yr totals		20,148.00													
Since 2012		20,148.00													

41 Lots	Eligible	61,500.00
	Awards	16,213.00
	Disbursements	16,119.25
	Subject to 1500.	9,660.00
	Not subject to 1500.	6,553.00
	Remaining current 5-yr period	51,840.00

\*picked up 1% sign 2018



**Department of Public Works - Engineering Division**

*Kevin C. King, P.E., Director*

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

**DISTRICT SUPPORT GRANT MEMORANDUM**

**FROM:** Kevin C. King, P.E., Public Works Executive Director *KCK*  
**TO:** Board of County Commissioners  
**SUBJECT:** District Support Grant Application From: Central Campbell County I&S  
**DATE:** 3/23/2020

Central Campbell County I&S has submitted a District Support Grant application in the amount of \$4,075 for jetting of main sewer lines in the District to clean and diagnose potential problems

**Grant Type and Priority** **Water and Sewer, Priority 4**

**Costs and Eligibility**

Total Estimated Project Cost:	<u>\$16,301</u>			
Total Number of District Lots:	454			
Total allowable grant over a 5-yr period*:	454	lots	@	\$1,500
				\$ 250,000
Total amount of Grants approved over current 5-yr period:				\$ 107,151
Total amount not subject to \$1500/lot limitation				\$ 11,500
Remaining Grant eligibility this current 5-yr period:				\$ 154,349
Current Fiscal Year Awards	<u>\$ 34,098</u>			O.K.
Remaining Eligibility this Fiscal Year	\$ 15,902		O.K.	

\*Note the total is capped at \$250,000 over a 5-year period

**Compliance**

Central Campbell County I&S District is in compliance with the elections office per a 3/9/2020 memo from the Elections Coordinator.

**Analysis**

Water and Sewer, Priority 4  
 (PR-4) 25% not funded by other grants, up to \$50,000

%	Total	Grant	Item
100		\$ -	
50	\$ -	\$ -	
33		\$ -	
25	\$ 16,301	\$ 4,075	
Totals	\$ 16,301	\$ 4,075	

**Quotes Received**

	Company	Total
1	Pro-Pipe Professional Service	\$ 16,301
2	Paintbrush Sanitation	\$ 29,994
3	Apex Energy	\$ 133,668
4	National Rodding	\$ 52,978

**Funding History**

5 year	\$107,151
10 year	\$208,734
Since 2011	\$684,156

**Recommendation**

I recommend the Board approve the District Support Grant request from Central Campbell County I&S Improvement and Service District in an amount not to exceed \$ 4,075 for jetting of main sewer lines in the District to clean and diagnose potential problems

Note: Due to contractors schedule, and a change in administrative position at the District, I allowed the application to be submitted after the proposed project was slated to begin with the caveat that the Board may not approve the request.

Board Approval? \$ \_\_\_\_\_ Date Approved \_\_\_\_\_



**DISTRICT SUPPORT GRANT APPLICATION**

District Name: Central Campbell County I&SD Requested Amount: \$4,075.26

Mailing Address: 6304 Irving Blvd Gillette WY 82718

Contact Person: Robert Meigs/Linda Gaudard

Day Time Phone: 307-686-1221

Application is requesting financial assistance to form a District? Yes  No

Applicant is requesting financial assistance for connection to regional water? Yes  No

Is the project anticipated to be complete in the next 18 months? Yes  No

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)  
Jet main sewer lines to clean and diagnose potential problems in the Sleepy Hollow Subdivision

Total project cost (estimated) (itemize on separate sheet): \$16,301.02

Projected start date: 03/23/2020 Projected completion date: 03/23/2020

Briefly describe why the project is needed: Sewer cleaning is a preventative measure to ensure proper flows through the sanitary sewer lines. Sewer cleaning also aids in diagnosing potential problems. This grant request covers two phases – Phase I and Phase III of Sleepy Hollow Subdivision.

Governing Board members: Robert Meigs, Robert Zabel, Robert Day

Acreage (approximate) of district or proposed district: approximately 240 acres

Date of district formation (if applicable) 06/24/86

Number of lots: 454 residences, 1 school, 1 fire station, 2 parks

Population of District: The population reported in 2010 was 1,308.

Ratio of Developed and undeveloped land: 100% with 2 unimproved lots in Hunter Estates

Is area legally platted? Yes

District boundary map included? No

Is District Zoned? Yes If so, what is it zoned? Sleepy Hollow and Hunter are R-1 and The Meadows is A-L

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

**FINANCIAL INFORMATION**

Current Mill Levy for the Subdivision \$ 135,000 (16.712)

Current Assessed Valuation (County Assessor's Office) \$ 8,077,797

Current Indebtedness \$ 0

Current Income statement and balance sheet \$ attached

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)  
\$55/month dues for Sleepy Hollow and Hunter Estates (sewer and water) – 440 lots and  
\$40/month for The Meadows (water) – 14 lots.

Will project generate user fees, charges, other revenues or income revenue?

Yes  No

List and describe other potential funding sources:

\_\_\_\_\_

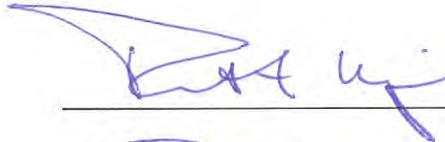
Other pending applications for funding:

\_\_\_\_\_

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:

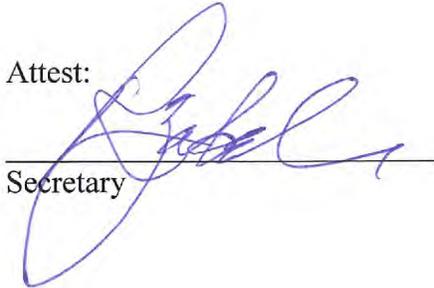
\_\_\_\_\_

Respectfully submitted,



Title: PRESIDENT

Attest:

  
Secretary

## Balance Sheet

As of March 11, 2020

	Mar 11, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Security State Bank Checking	5,422.56
Security State Bank Money Marke	166,955.36
WYO-STAR	182,235.09
Total Checking/Savings	354,613.01
Accounts Receivable	
Accounts Rec. Storage Fees	-3,183.44
Total Accounts Receivable	-3,183.44
Other Current Assets	
Undeposited Funds	70.00
Total Other Current Assets	70.00
Total Current Assets	351,499.57
Fixed Assets	
Asset Costs	
Building	159,912.58
Equipment	98,153.51
Land & Improvements	
Pavement Project	794,205.50
Regular land & improvement	175,941.47
Land & Improvements - Other	682,317.22
Total Land & Improvements	1,652,464.19
Meters, lines & tanks	3,255,323.11
Waste water plant & taps	483,034.75
Total Asset Costs	5,648,888.14
Total accumulated depreciation	-3,403,030.01
Total Fixed Assets	2,245,858.13
<b>TOTAL ASSETS</b>	<b>2,597,357.70</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Long Term Liabilities	
Deferred Revenue - Prepaid Rent	69,750.00
Total Long Term Liabilities	69,750.00
Total Liabilities	69,750.00
Equity	
Retained Earnings	2,565,146.89
Net Income	-37,539.19
Total Equity	2,527,607.70
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,597,357.70</b>

## CENTRAL CAMPBELL COUNTY IMPROVEMENT &amp; SERVICE DISTRICT

03/11/20

## Profit &amp; Loss

Accrual Basis

July 1, 2019 through March 11, 2020

	Jul 1, '19 - Mar 11, 20
Ordinary Income/Expense	
Income	
County Grant	34,098.00
Misc Income	8,248.68
Sewer Revenue	90,000.00
Storage Revenue	
Bad Debt	-120.00
Storage Revenue - Other	26,503.75
Total Storage Revenue	26,383.75
Tax revenue	78,142.90
Tower rent	12,450.00
Total Income	249,323.33
Gross Profit	249,323.33
Expense	
Administration Expenses	
Accounting	4,150.00
Advertising	434.54
Building Management	
Building & Office Supplies	85.55
Misc Minor Maintenance&Repairs	594.46
Misc. Storage Management	21.75
Total Building Management	701.76
Building Taxes	1,856.22
Administration Expenses - Other	57.86
Total Administration Expenses	7,200.38
Capital Budget Expenses	
Street Improvements	2,600.00
Street Light Repair	5,694.99
Well #4	28,149.85
Well #6	139,350.90
Total Capital Budget Expenses	175,795.74
Indirect Expenses	
Insurance	100.00
Total Indirect Expenses	100.00
Operation Expenses	
Emergency Repairs	3,307.03
Service Contracts/ Sewer	92,902.32
Well Repairs	10,204.67
Total Operation Expenses	106,414.02
Total Expense	289,510.14
Net Ordinary Income	-40,186.81
Other Income/Expense	
Other Income	
Interest	2,647.62
Total Other Income	2,647.62
Net Other Income	2,647.62
Net Income	-37,539.19

CENTRAL CAMPBELL COUNTY IMPROVEMENT & SERVICE DISTRICT

Profit & Loss

July 2018 through June 2019

*FY 2018/19  
Audited  
Numbers*

	Jul '18 - Jun 19
Ordinary Income/Expense	
Income	
Building rent	
Sleepy Hollow Rent	9,000.00
Total Building rent	9,000.00
County Grant	16,367.09
Misc Income	5,063.76
Sewer Revenue	116,550.00
Storage Revenue	
Bad Debt	-100.00
Storage Revenue - Other	34,057.50
Total Storage Revenue	33,957.50
Tax revenue	135,336.59
Tower rent	12,450.00
Total Income	328,724.94
Gross Profit	328,724.94
Expense	
Administration Expenses	
Accounting	4,000.00
Advertising	184.67
Building Management	
Misc Minor Maintenance&Repairs	58.66
Misc. Storage Management	625.66
Total Building Management	684.32
Building Taxes	1,820.60
Misc Admin Expense	310.28
Total Administration Expenses	6,999.87
Capital Budget Expenses	
Water System	
Curb Stops	0.00
Total Water System	0.00
Well #4	0.00
Well #6	0.00
Total Capital Budget Expenses	0.00
Indirect Expenses	
Insurance	1,100.00
Total Indirect Expenses	1,100.00
Operation Expenses	
Emergency Repairs	1,617.65
Misc Maintenance	5,750.00
Misc Sewer Expense	2,340.00
Service Contracts/ Sewer	109,352.16
Street Repairs	1,500.00
Water System GIS Survey	15,432.38
Well Repairs	1,785.00
Total Operation Expenses	137,777.19
Total Expense	145,877.06
Net Ordinary Income	182,847.88

*Capitalized  
41,962.90*

*25,011.94  
44,570.70*

*111,545.54*

12:13 PM

# CENTRAL CAMPBELL COUNTY IMPROVEMENT & SERVICE DISTRICT

11/26/19

## Profit & Loss

Accrual Basis

July 2018 through June 2019

---

	<u>Jul '18 - Jun 19</u>
Other Income/Expense	
Other Income	
Interest	4,048.14
Total Other Income	<u>4,048.14</u>
Other Expense	
Depreciation expense	136,633.16
Total Other Expense	<u>136,633.16</u>
Net Other Income	<u>-132,585.02</u>
Net Income	<u><u>50,262.86</u></u>

2019 - SPECIAL DISTRICTS									
#	DISTRICT		COUNTY LEVY	CITY LEVY	DISTRICT LEVY	ADDITIONAL LEVY	TOTAL MILL LEVY	DOLLAR LEVY	ASSESSED VALUE
100	County		59.912				59.912		\$4,470,155,344
103	Heritage Village W & S	#	59.912	8.000	8.000		75.912		\$4,120,661
105	Westridge (Orig & 1st) I & S	Dissolved	0.000	0.000			0.000		\$0
106	Anderson I & S	Dissolved	0.000	0.000			0.000		\$0
107	Collins Heights Ind I & S	Dissolved	0.000	0.000			0.000		\$0
109	Oriva Hills I & S		59.912				59.912	\$400.00	\$3,127,054
111	Central Campbell Co I & S		59.912		16.712		76.624		\$8,077,797
112	Crestview Estates W & S	Dist #162	0.000				0.000		\$0
113	Southfork I & S		59.912				59.912	\$600.00	\$753,142
114	Sundog I & S		59.912				59.912	Various	\$563,303
115	Means W & S		59.912				59.912	\$219.00	\$9,223,166
116	American Road W & S		59.912				59.912		\$964,920
117	Peoples Dist I & S		59.912				59.912	Various	\$1,507,895
118	Interstate Ind Park W & S	#	59.912	8.000			67.912		\$1,938,748
119	Cook Water Dist	Dist #160	59.912				59.912		\$1,655,983
120	Wessex Dist I & S		59.912				59.912	\$750.00	\$82,047
121	Pine Buttes Dist I & S	Dissolved	0.000				0.000		\$0
122	Prairie View/Champion I & S	Dist #115	59.912				59.912	Various	\$2,875,288
124	Rustic Hills I & S		59.912				59.912	\$820.00	\$777,956
125	Stone Gate Estates I & S		59.912				59.912	\$1,278.00	\$2,606,537
126	McKenney Dist I & S		59.912				59.912	Various	\$181,314
127	Green Valley I & S		59.912				59.912	Various	\$1,114,217
129	Rocky Point W & S		59.912		16.900		76.812		\$705,570
130	Eight Mile I & S		59.912				59.912	\$1,440.00	\$838,541
131	Donkey Creek I & S		59.912				59.912	\$600.00	\$484,806
132	Ward Creek I & S		59.912				59.912		\$317,454
133	Fox Park I & S	#	59.912	8.000			67.912	Various	\$3,395,211
134	Newton Industrial I & S (annex)	Dissolved	0.000				0.000		\$0
135	Los Caballos I & S		59.912				59.912	\$540.00	\$463,027
136	Meadow Springs I & S		59.912				59.912	\$650.00	\$415,204
137	High Country I & S		59.912				59.912	Various	\$501,111
138	Buckskin I & S		59.912				59.912	\$480.00	\$349,055
139	Country Living Acres I & S		59.912				59.912	\$200.00	\$412,291
140	Spring Hill Ranch I & S		59.912				59.912		\$388,891
141	South Douglas Hwy W & S		59.912				59.912	Various	\$18,678,587
142	Cottonwood I & S		59.912				59.912	\$300.00	\$768,559
143	Graceland I & S		59.912				59.912	Various	\$1,188,483
144	Countryside I & S		59.912		20.499		80.411		\$618,410
145	Red Rock Estates I & S	Dissolved	0.000				0.000		\$0
146	Wright W & S Dist	Dist #147	59.912		8.000		67.912	Various	\$13,491,034
147	Town of Wright	Dist #146	59.912	8.000		8.000	75.912		\$10,078,798
148	Antelope Valley I & S	# Dist #141	59.912	8.000			67.912	\$984.00	\$7,581,034
149	Southside Well I & S	Dist #153	59.912				59.912		\$1,298,608
150	City of Gillette		59.912	8.000			67.912		\$287,013,552
151	Collins Heights I & S	Dissolved	59.912				59.912		\$0
153	Southside Well I & S	# Dist #149	59.912	8.000			67.912		\$751,583
154	South Douglas Hwy W & S	# Dist #141	59.912	8.000			67.912	Various	\$9,136,794
160	Cook Rd W/Red Rock Est I & S	Dissolved	0.000				0.000		\$0
161	Freedom Hills I & S		59.912				59.912	\$959.20	\$2,736,881

Central Campbell County Service & Improvement District approved a request for Proposals for Sewer Cleaning/Debris Removal services on January 28<sup>th</sup>, 2020. (Attachment A.)

Sewer cleaning is a preventative measure to ensure proper flows through the sanitary sewer lines. Sewer cleaning also aids in diagnosing potential problems.

On February 25, 2020, CCCI&SD received four proposals from the following four (4) companies to provide the requested services. The board opened, reviewed and rated the proposals. The unit price rates from all four companies are attached as (Attachment B). Pro-Pipe Professional Pipe Services was the lowest bidder.

1. Pro-Pipe Professional Pipe Services
2. Paintbrush Sanitation
3. Apex Energy
4. National Power Rodding

Central Campbell County Service & Improvement District is recommending that contract go to the lowest bidder, Pro-Pipe Professional Pipe Services.

# Attachment A

## 1. Bid Proposal

All Bids must be marked on the outside of a sealed envelope as follow:

Central Campbell County Service and Improvement District  
6304 Irving Blvd  
Gillette, WY 82718

"Sealed Bid – Contract 2020-1 SEWER LINE CLEANING

February 24, 2020 - 1PM

The work involves the furnishing of all labor, equipment and materials necessary to clean the sanitary sewer system as identified herein and/or shown on the drawings. The intent if sewer cleaning is to remove foreign materials from the lines and restore the sewer to a maximum capacity.

### 1.2 SCOPE OF WORK

Cleaning shall be defined as cleaning using high-velocity jet equipment required to remove accumulations of solids, grease and light roots.

### 1.2 Completion of Work

The successful bidder shall commence work within 45 days of receipt of a "Notice to Proceed" and shall complete all work within ninety (90) calendar days of start date.

### 1.3 MEASUREMENT AND PAYMENT

Where approved for payment sewer line cleaning shall be paid by linear feet for the size of the line specified.

## 2 CLEANING

The designated sections of sanitary sewer, including the manholes at both ends of the section, shall be cleaned thoroughly utilizing the aforementioned high pressure water jet-rodder and vacuum system. Continuously during the flushing operation a dam or screen shall be used and all debris shall be captured at the downstream manhole for removal. UNDER NO CIRCUMSTANCES SHALL WASTEWATER SOLIDS REMOVED FROM THE SANITARY SEWER BE ALLOWED TO DISCHARGE ONTO STREETS OR INTO DITCHES, STORM DRAINS OR STREAMS. All refuse material removed from the sewer during cleaning operations shall be removed from the site and disposed of properly. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being serviced by the sewer. When additional water from the fire hydrants is necessary the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant. Designation of hydrants to be utilized and arrangements for such will be responsibility of the Owner.

#### 2.1 MATERIAL REMOVAL

Debris such as dirt, sand, rocks grease and other solids or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

#### 2.2 DISPOSAL OF MATERIALS

The Contractor shall be responsible for the removal off site and proper disposal of all materials removed from sewer during cleaning.

#### 2.3 MAINTAINING SEWER SERVICE

Contractor must maintain sewer service while conducting work activities and all costs to maintain service to be included in the unit price.

#### 2.4 RETRIVAL OF MATERIAL AND EQUIPMENT

In the event the Contractors is negligent in performing the work and it is not due to broken or defective piping, it shall be the Contractors responsibility to remove materials and equipment that has been lodged in the sewer from cleaning or point repair excavations.

#### 2.5 PROPERTY DAMAGE

The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer section that is being cleaned.

The Contractor will be required to notify the Owner immediately if he causes any damage to private or public property caused by activities related to this Contract. The Contractor shall make repairs and/or clean the property immediately in a timeframe that is acceptable to the Owner.

#### 2.6 FINAL ACCEPTANCE

Acceptance of sewer line cleaning shall be made upon successful completion and shall be to the satisfaction of the Owner.

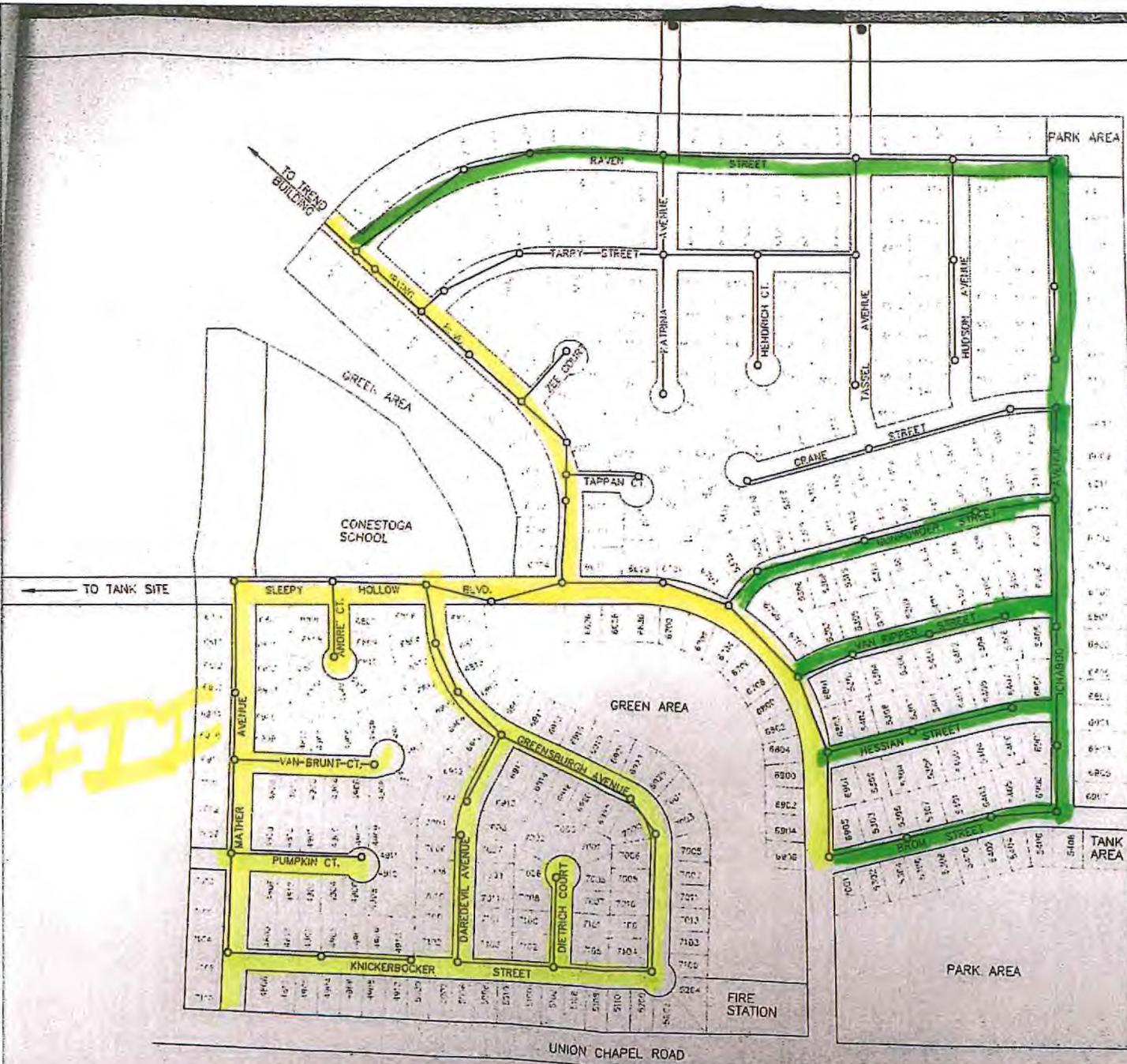
BID FORM

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as indicated for the Bid Price and within the Bid Times indicated in this Bid.

Location	Estimated Quantity	Unit	Description	Unit Price	Amount
<b>Phase I</b>					
Mather Ave	1211.20	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Knickerbocker	1214.60	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Dietrich CT	280	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Greensburgh Ave.	1443.18	Lin FT	Clean 8" Sewer	\$ _____	\$ _____
Daredevil Ave.	692.71	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Pumpkin Ct	353	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Van Brunt Ct	374.44	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Andre Ct	210	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Sleepy Hollow Blvd	2434.93	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
<b>Phase III</b>					
Ichabod	1805.03	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Gunpowder	982.92	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Van Ripper	754.04	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Hessian Street	552.74	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Brom Street	840.60	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Irving Blvd	1385.12	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
Raven Street	1766.51	Lin Ft	Clean 8" Sewer	\$ _____	\$ _____
<b>TOTAL BID AMOUNT</b>				\$ _____	\$ _____

The quantities above are estimates and the Contractor shall be paid based on actual Lin. Ft. as measured during cleaning.

TUNING LANE



LEGEND

- 8" PVC SEWER
- SANITARY SEWER MANHOLE

NOTE:  
SEWER AND WATER LINES WERE TAKEN OFF OF THE SLEEPY HOLLOW ASBUILTS OF PHASES 1-3 EXCEPT FOR THE FOLLOWING ROADS: MATHER AVE., PUMPKIN CT., ANDRE CT., VAN BRUNT CT., AND DETRICH CT.

III



NOT TO SCALE

SLEEPY HOLLOW UTILITY MAP

Prepared for:  
CENTRAL CAMPBELL CO.  
IMPROVEMENT & SERVICE DIST.  
GILLETTE, WYOMING



Drawn by: JG 10/84  
Revised:  
Permitted:  
PCA Project Number:

AFFP  
Bid-Jet Main

## Affidavit of Publication

STATE OF WYOMING }  
COUNTY OF CAMPBELL } SS

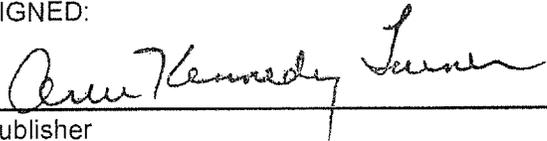
Ann Kennedy Turner, being duly sworn, says:

That she is Publisher of the The Gillette News Record, a daily newspaper of general circulation, printed and published in Gillette, Campbell County, Wyoming; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 07, 2020, February 11, 2020, February 14, 2020

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

  
\_\_\_\_\_  
Publisher

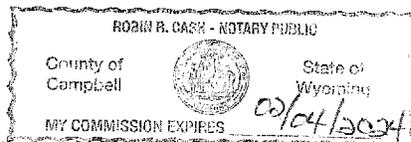
Subscribed to and sworn to me this 14th day of February 2020.

  
\_\_\_\_\_  
Robin R. Cash, Notary Public, Campbell County, Wyoming

My commission expires: February 04, 2024

Publication Fees: \$ 283.50

b0101666 00359452



### INVITATION TO BID

Central Campbell County Improvement & Service District of Campbell County, Wyoming will receive sealed bids until 1:00 pm, local time, February 24, 2020 for the following:

JET MAIN APPROXIMATELY 14,525 Lin. Ft. SEWER LINES USING A HYDO-VAC TRUCK TO CLEAN AND DIAGNOSE POTENTIAL PROBLEMS ON EXISTING SERVICES IN THE SLEEPY HOLLOW SUBDIVISION

Bids must be in a sealed envelope with the statement "CENTRAL CAMPBELL COUNTY IMPROVEMENT AND SERVICE DISTRICT SEWER CLEANING PROJECT" and submitted to Central Campbell County Improvement & Service District, 6304 Irving Blvd, Gillette, Wyoming 82718, at or before the above stated time. Bids will be opened during the regularly scheduled Central Campbell County Improvement & Service District Board Meeting on February 25, 2020. The Central Campbell County Improvement & Service District will accept the lowest responsible bid, reserving however, the right to reject any or all bids and to waive any informalities or technicalities in the bidding. Any bid received after the time specified will not be considered. Bidding documents will be available from the Central Campbell County Improvement & Service District, 6304 Irving Blvd, Gillette, Wyoming 82718 or on the website at [sleepyhollowhomeownersassn.com](http://sleepyhollowhomeownersassn.com). For any other questions contact the Central Campbell County Improvement & Service District at 307-686-1221.

February 7, 11, 14, 2020

SLEEPY HOLLOW HOMEOWNERS  
6304 IRVING BLVD  
GILLETTE, WY 82718

# Attachment B



Professional Pipe Services  
A Division of Hoffman Southwest Corp.

February 24, 2020

## Central Campbell County Improvement and Sewer District Sewer Cleaning Project



Submitted By:

*Isaac Camarillo*

Isaac Camarillo | 6425 N. Washington, Unit 11, Denver, CO 80229  
(949) 380-4161 ext. 6101 | [isaac.camarillo@pro-pipe.com](mailto:isaac.camarillo@pro-pipe.com)



Professional Pipe Services  
A Division of Hoffman Southwest Corp.

## PRO-PIPE | Letter of Transmittal

February 24, 2020

Central Campbell County Improvement & Service District  
6304 Irving Blvd  
Gillette, WY 82718

Re: Request for Proposals –Sewer Line Filming Services

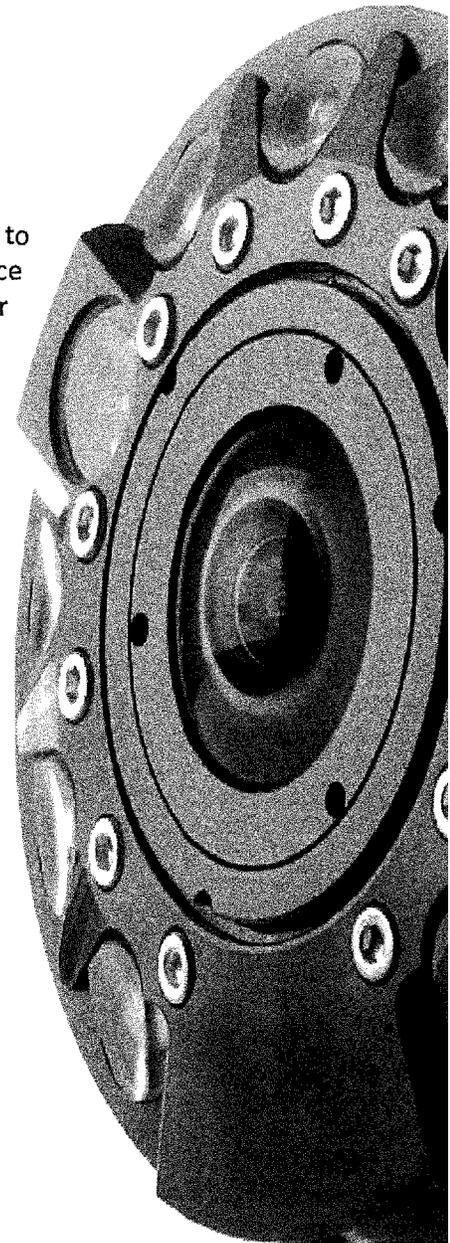
Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe) is pleased to furnish this Proposal for the Central Campbell County Improvement and Service District Sewer Cleaning Project. Pro-Pipe has more than 28-years of sewer cleaning and inspection experience. Pro-Pipe cleans and inspects more than 6,500 miles annually and operates a fleet representing the newest and most advanced technology.

Pro-Pipe's camera operators are NASSCO/PACP/LACP/MACP certified and carry additional certifications in a multitude of field related activities including traffic control, first aid, OSHA 10-hour, confined space and more. Pro-Pipe operates Cues & IBAK pipeline inspection camera systems, Laser/Sonar profiling, GIS-inspection integration, and various data capture software systems including WinCan, Pipelogix, Granite, and GNET.

Pro-Pipe is committed to helping achieve Central Campbell County's goals as outlined in this RFP. Should you require additional information please do not hesitate to contact me at 949-380-4161 or by email at [Isaac.Camarillo@pro-pipe.com](mailto:Isaac.Camarillo@pro-pipe.com). Thank you for your consideration.

Sincerely,

Isaac Camarillo  
Branch Manager





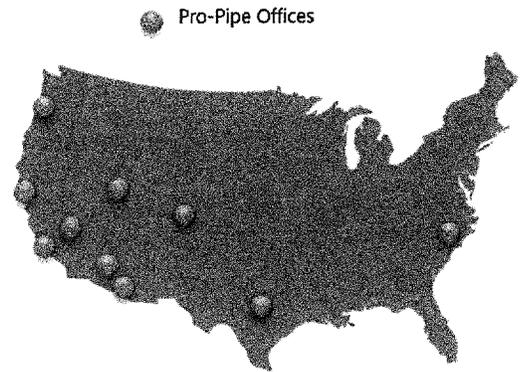
Professional Pipe Services  
A Division of Hoffman Southwest Corp.

## About Us

Professional Pipe Services (Pro-Pipe) is a division of Hoffman Southwest Corp., a California corporation. Hoffman Southwest Corp (HSW) was founded in the 40's and incorporated in California in 1972. HSW founded the Pro-Pipe division in 1992 to answer the demands of aging municipal pipeline infrastructure. Pro-Pipe, today, inspects over 5,000 miles of pipeline annually throughout the United States and operates numerous cross-bore programs.

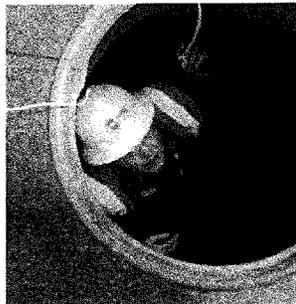
HSW is owned by Orix Capital Partners, a division of Orix Group. Orix Capital Partners makes direct controlling equity investments that support growth and performance among established companies throughout North America. This resource enables Pro-Pipe to (A) capitalize on the latest technologies, (B) enable a thriving safety culture, (C) incorporate rigorous quality control measures, and (D) focus heavily on employee training.

HSW Pro-Pipe corporate offices are in Mission Viejo, CA with primary operations hubs located in Los Angeles CA, Concord CA, Portland OR, Las Vegas NV, Phoenix AZ, Denver CO, Salt Lake City UT, Dallas TX and Winston Salem NC, with additional satellite locations in between.



## Our Safety Culture

Hoffman's safety records incorporate both divisions, encompassing stringent safety measures that cover everything from large municipal infrastructure to domestic plumbing needs. The corporation is driven by a strong safety culture that encourages well-planned processes. The company holds quarterly, monthly and daily safety meetings. The quarterly meetings are held at the executive leadership level reviewing trends, incident claims, incident cause/prevention and what can be implemented from a policy and procedural process to further improve the safety culture. Senior managers and technicians, who comprise our branch safety committees, meet monthly for planning and implementation of initiatives uncovered from executive review. Weekly team and daily tailgate meetings are held by each of the project managers and superintendents to cover site-specific items and daily routine items. Attendance is documented, issues are discussed and the activity hazard identification/mitigation process is constantly evolving. *Our goal: an injury-free workplace.*



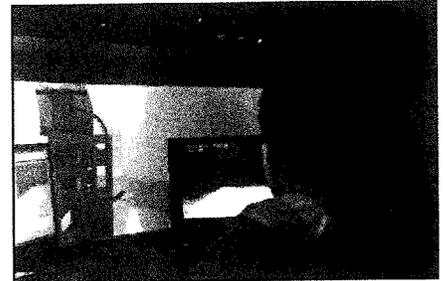


Professional Pipe Services  
A Division of Hoffman Southwest Corp.

## Experience

Pro-Pipe provides services from the perspective of a committed, long-term partner and service provider and prides on its industry reputation. Pro-Pipe's dedication to technology and quality has resulted in a successful history throughout the Western United States.

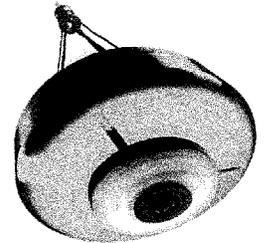
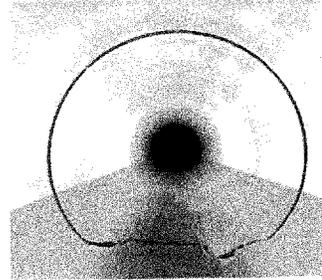
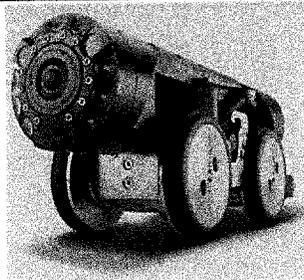
- ↓ 64 years' company history
- ↓ 25 years' division experience
- ↓ 5,000+ miles assessed annually
- ↓ 90 CCTV truck inspection fleet
- ↓ Over 1-million laterals inspected
- ↓ Dedicated cross bore fleets for natural gas companies
- ↓ Skilled in GIS integration of pipe condition and inspection data
- ↓ Self performed the largest condition effort in the Western US



## Our Services

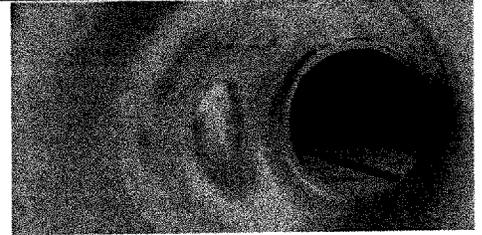
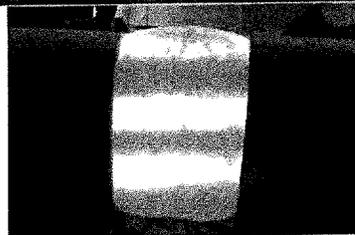
### Inspection

Pipeline Digital Scanning  
GIS Inspection Integration  
CCTV Inspection  
Lateral Launch CCTV  
Cross Bore Inspection Services  
LiDAR, Laser & Sonar Profiling



### Rehabilitation

Ultra-Violet Light Cure Spot Repairs  
Ultra-Violet Light Cure Lateral Seals  
Mainline CIPP  
Lateral CIPP



### Hydrovac

Pipeline & Siphon Cleaning 6" to 108"  
Hydro-Excavating  
Wet Well, Lift Station & Digester Cleaning

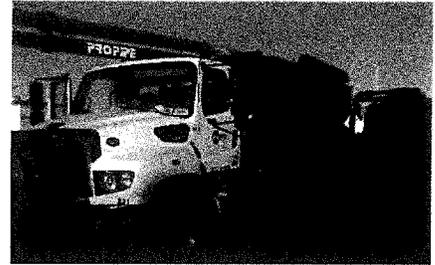




Professional Pipe Services  
*A Division of Hoffman Southwest Corp.*

## Pipeline Cleaning

Pro-pipe owns and manages a fleet of the latest Hydro-Vac system technology available capable of operating around the clock (24h), 7-days a week. Being a division of Hoffman Southwest Corp, Pro-pipe offers a 24-hour, on call, dispatch service through its Roto-Rooter network allowing adequate response time for any nature of system emergency. Pro-Pipe is capable of cleaning all diameter ranges, which are assessed upon arrival based on quantity of the debris and the condition of the pipe to determine the best type of equipment for the job and exceeding customer expectations.



BID FORM

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as indicated for the Bid Price and within the Bid Times indicated in this Bid.

Location	Estimated Quantity	Unit	Description	Unit Price	Amount
<b>Phase I</b>					
Mather Ave	1211.20	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 1,211.20
Knickerbocker	1214.60	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 1,214.60
Dietrich CT	280	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 280.00
Greensburgh Ave.	1443.18	Lin FT	Clean 8" Sewer	\$ 1.00	\$ 1,433.18
Daredevil Ave.	692.71	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 692.71
Pumpkin Ct	353	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 353.00
Van Brunt Ct	374.44	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 374.44
Andre Ct	210	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 210.00
Sleepy Hollow Blvd	2434.93	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 2434.93
<b>Phase III</b>					
Ichabod	1805.03	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 1805.03
Gunpowder	982.92	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 982.92
Van Ripper	754.04	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 754.04
Hessian Street	552.74	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 552.74
Brom Street	840.60	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 840.60
Irving Blvd	1385.12	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 1385.12
Raven Street	1766.51	Lin Ft	Clean 8" Sewer	\$ 1.00	\$ 1766.51
<b>TOTAL BID AMOUNT</b>					<b>\$ 16,301.02</b>

The quantities above are estimates and the Contractor shall be paid based on actual Lin. Ft. as measured during cleaning.



Slattery Enterprises, Inc.  
dba

*Paintbrush Services*

3575 N. Garner Lake Rd.  
P.O. Box 4368  
Gillette, WY 82717  
(307) 682-3913 Office  
(307) 686-7131 Fax

---

February 20, 2020

Central Campbell County Improvement & Service Dist.  
6304 Irving Blvd.  
Gillette WY 82718

RE: Sleepy Hollow Bid

Paintbrush Services submits the following bid to only hydro-vac the sewer lines as indicated on the enclosed sheet. Any questions, please let us know.

Sincerely,

Teri D. Jordan  
V. President

**BID FORM**

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as indicated for the Bid Price and within the Bid Times indicated in this Bid.

Location	Estimated Quantity	Unit	Description	Unit Price	Amount
<b>Phase I</b>					
Mather Ave	1211.20	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 2,228.61
Knickerbocker	1214.60	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 2,234.86
Dietrich CT	280	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 515.20
Greensburgh Ave.	1443.18	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 2,655.45
Daredevil Ave.	692.71	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 1,274.59
Pumpkin Ct	353	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 649.52
Van Brunt Ct	374.44	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 688.97
Andre Ct	210	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 386.40
Sleepy Hollow Blvd	2434.93	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 4,480.27
<b>Phase III</b>					
Ichabod	1805.03	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 3,321.26
Gunpowder	982.92	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 1,808.57
Van Ripper	754.04	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 1,387.43
Hessian Street	552.74	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 1,017.04
Brom Street	840.60	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 1,546.70
Irving Blvd	1385.12	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 2,548.63
Raven Street	1766.51	Lin Ft	Clean 8" Sewer	\$ 1.84	\$ 3,250.38
<b>TOTAL BID AMOUNT</b>				\$	<b>\$29,993.88</b>

The quantities above are estimates and the Contractor shall be paid based on actual Lin. Ft. as measured during cleaning.



To Whom it may concern:

Please see our attached Bid Proposal. If you have any questions or need any additional information please feel free to reach me at the number listed below.

Thank you for your time,

*Travis Miller*

Travis Miller  
Area Supervisor  
307-761-3129

---

**APEX ENERGY SERVICES LLC**

PO Box 1478 Douglas, WY 82633

Kyle Petersen  
[kylep@apexenergyservices.net](mailto:kylep@apexenergyservices.net)  
307-359-6202

Travis Miller  
[travis@apexenergyservices.net](mailto:travis@apexenergyservices.net)  
307-761-3129

BID FORM

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as Indicated for the Bid Price and within the Bid Times indicated in this Bid.

Location	Estimated Quantity	Unit	Description	Unit Price	Amount
<b>Phase I</b>					
Mather Ave	1211.20	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 9931.84
Knickerbocker	1214.60	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 9959.72
Dietrich CT	280	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 2296.00
Greensburgh Ave.	1443.18	Lin FT	Clean 8" Sewer	\$ 8.20	\$ 11834.08
Daredevil Ave.	692.71	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 5680.22
Pumpkin Ct	353	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 2894.60
Van Brunt Ct	374.44	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 3070.41
Andre Ct	210	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 1722.00
Sleepy Hollow Blvd	2434.93	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 19966.43
<b>Phase III</b>					
Ichabod	1805.03	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 14801.25
Gunpowder	982.92	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 8059.94
Van Ripper	754.04	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 6183.13
Hessian Street	552.74	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 4532.47
Brom Street	840.60	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 6892.92
Irving Blvd	1385.12	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 11357.98
Raven Street	1766.51	Lin Ft	Clean 8" Sewer	\$ 8.20	\$ 14485.38
<b>TOTAL BID AMOUNT</b>				\$ 8.20	\$ 133668.37

The quantities above are estimates and the Contractor shall be paid based on actual Lin. Ft. as measured during cleaning.

Submitted by: National Power Rodding Corp.  
2500 W. Arthington St.  
Chicago, IL 60612

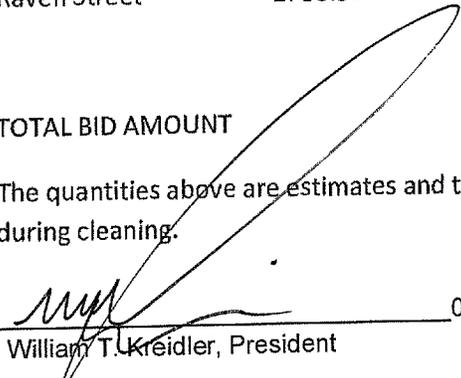
BID FORM

Contact: Reid W. Ruprecht, Vice President  
800-621-4342  
rruprecht@nationalpowerrodding.com

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as indicated for the Bid Price and within the Bid Times indicated in this Bid.

Location	Estimated Quantity	Unit	Description	Unit Price	Amount
<b>Phase I</b>					
Mather Ave	1211.20	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 3,936.40
Knickerbocker	1214.60	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 3,947.45
Dietrich CT	280	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 910.00
Greensburgh Ave.	1443.18	Lin FT	Clean 8" Sewer	\$ 3.25	\$ 4,690.34
Daredevil Ave.	692.71	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 2,251.31
Pumpkin Ct	353	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 1,147.25
Van Brunt Ct	374.44	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 1,216.93
Andre Ct	210	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 682.50
Sleepy Hollow Blvd	2434.93	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 7,913.52
<b>Phase III</b>					
Ichabod	1805.03	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 5,866.35
Gunpowder	982.92	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 3,194.49
Van Ripper	754.04	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 2,450.63
Hessian Street	552.74	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 1,796.41
Brom Street	840.60	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 2,731.95
Irving Blvd	1385.12	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 4,501.64
Raven Street	1766.51	Lin Ft	Clean 8" Sewer	\$ 3.25	\$ 5,741.16
<b>TOTAL BID AMOUNT</b>				\$	\$ 52,978.32

The quantities above are estimates and the Contractor shall be paid based on actual Lin. Ft. as measured during cleaning.

  
\_\_\_\_\_  
William T. Kreidler, President

02/24/2020

*Campbell County*  
CENTENNIAL



Office of  
**COUNTY CLERK**

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010  
Phone: 307.682.7285 • Fax: 307.687.6455

March 9, 2020

To: Linda Gaudard

RE: Central Campbell County Improvement and Service District

The compliance requirements below have been met by the Central Campbell County Improvement and Service District. Having met the requirements, Central Campbell County Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 03/25/2019

Final Budget – 07/18/2019

Public Records – 08/29/2019

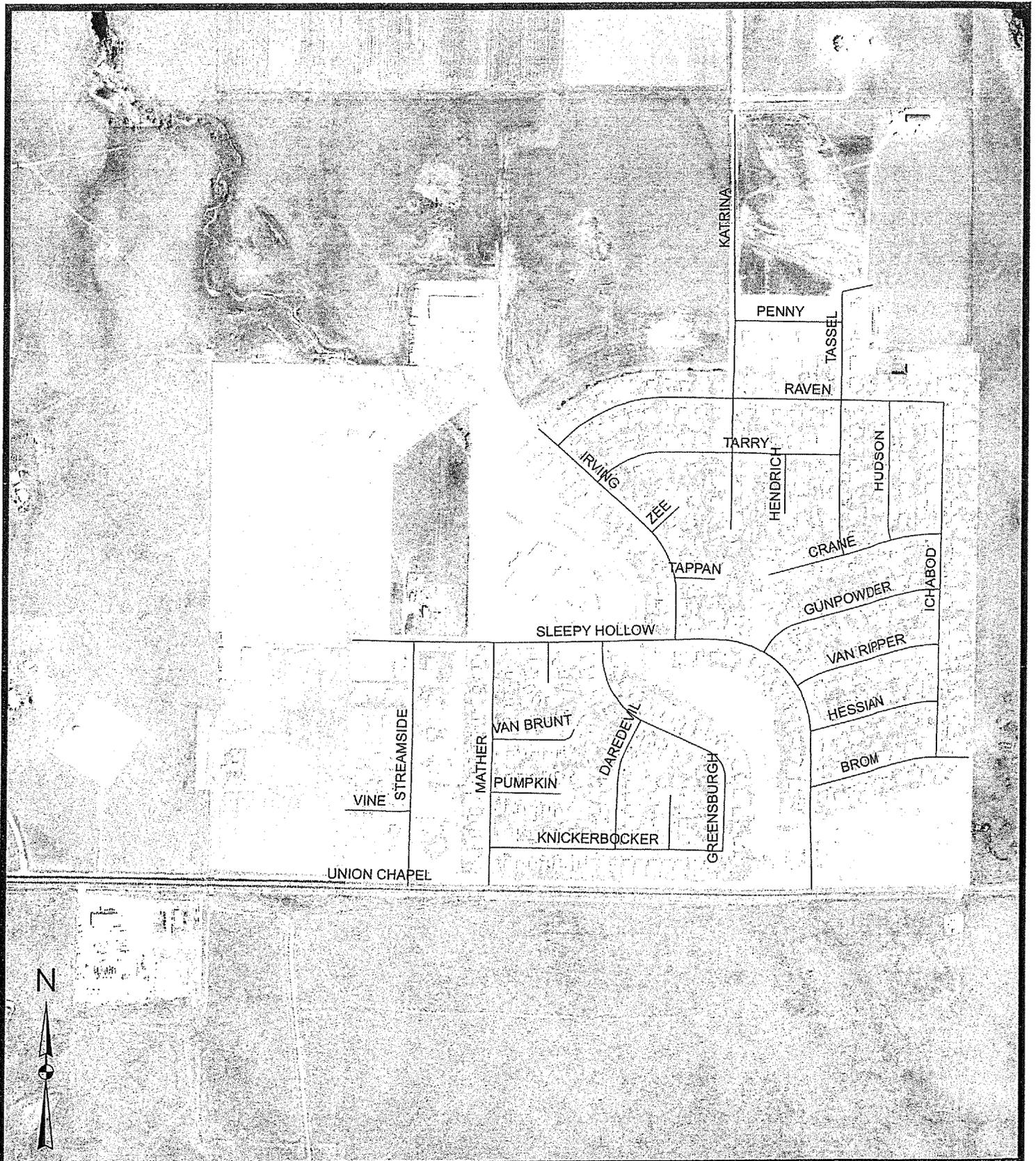
Map - YES

Department of Audit - YES

Department of Revenue - YES

Sincerely,

Charity D. Stewart  
Elections Coordinator



# Central Campbell County I & S

Central Campbell County Improvement & Service District  
020.7085.20

Date	Transaction	Awards	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6	Priority 6	Priority 6	Priority 7	Priority 8	Disbursement	Balance
								25%	33%	50%				
04/21/15	DSG 2014.20 Street Sweeping	2,875.00										2,875.00		2,875.00
05/27/15	pay req 1-final												2,875.00	0.00
09/15/15	DSG 2015.12-Crack Sealing/Curb/Sidewal	6,250.00					6,250.00							6,250.00
06/20/16	pay req 1-final												6,250.00	0.00
09/15/15	DSG 2015.13- Jetting Sewer Lines	650.00				650.00								650.00
01/26/16	Pay req 1-Final												550.00	100.00
11/17/15	DSG 2015.18- water meters/radio read tra	13,570.00				13,570.00								13,570.00
12/29/15	Pay req 1												9,470.57	4,099.43
06/20/16	pay req 2-final												4,099.43	0.00
12/15/15	DSG 2015.19-50 curb boxes/rods	8,475.00				8,475.00								8,475.00
03/29/16	Pay Req 1-Final												8,165.00	310.00
04/19/16	DSG 2015.32 Street Sweeping	2,875.00										2,875.00		2,875.00
05/31/16	Pay req 1-Final												2,875.00	0.00
02/21/17	DSG 2016.12 105 Curb boxes & rods	14,118.00				14,118.00								14,118.00
06/15/17	Pay req 1-final												14,118.00	0.00
04/18/17	DSG 2016.17 Street Sweeping	2,875.00										2,875.00		2,875.00
05/30/17	Pay req 1-final												2,875.00	0.00
10/17/17	DSG 2017.05-Jetting sewer lines	1,080.00				1,080.00								1,080.00
11/29/17	Pay req 1												495.00	585.00
06/25/19	Pay req 2-final												585.00	0.00
02/20/18	DSG 2017.11-Curb stops,boxes & rods	10,655.00				10,655.00								10,655.00
08/02/18	Pay Req 1-final												9,264.93	1,390.07
04/17/18	DSG 2017.14 Street Sweeping	2,875.00										2,875.00		2,875.00
05/29/18	Pay Req 1-final												2,875.00	0.00
12/18/18	DSG 2018.10-GIS Survey of Water System	3,880.00				3,880.00								3,880.00
06/25/19	pay req 1-final												3,642.16	237.84
04/16/19	DSG 2018.17 Street Sweeping	2,875.00										2,875.00		2,875.00
05/28/19	Pay req 1-final												2,875.00	0.00
12/17/19	DSG 2019.02-Emergency Well #6	34,098.00				34,098.00								34,098.00
12/30/19	pay req 1-final												34,098.00	0.00

5 yr total	\$107,151													
10 yr total	\$208,734				86,526.00	6,250.00	0.00	0.00	0.00	0.00	0.00	14,375.00	105,113.09	
1987 to date total	\$684,156													

Lots		
454	Eligible	\$250,000
	Awards	\$107,151
	Disbursements	\$105,113
	Subject to 1500.	\$92,776
	Not subject to 1500.	\$14,375
	Remaining current 5-yr period	\$157,224

not subject to \$1500/lot limitation

## Wendy Balo

---

**From:** Kevin C. King  
**Sent:** Wednesday, March 11, 2020 2:04 PM  
**To:** Sleepy Hollow  
**Cc:** Wendy Balo  
**Subject:** Re: Grant Application

Good afternoon Linda,

Thank you for the email and inquiry regarding the grant.

Our grant process is on a reimbursement process and we normally do not pay for any expenses incurred prior to approval of the grant unless it is an emergency.

Given that you are new in your position , I will allow you to submit the grant application late and start your project early if necessary. I would ask that the application be submitted no later than Friday March 20th so I can take it to the Board the first meeting in April.

Have a great day.

Kevin

Get [Outlook for iOS](#)

---

**From:** Sleepy Hollow <shhoa@qwestoffice.net>  
**Sent:** Wednesday, March 11, 2020 12:19:03 PM  
**To:** Kevin C. King <KCK08@ccgov.net>  
**Subject:** Grant Application

---

### **Please be cautious.**

This email originated from outside the County organization.

Hi,

I am Jaci' s replacement and a little unsure of a few things in regards to the grant procedure.

We have to clean our sanitary sewer phase I and III in order to get back on schedule. I believe the last time any phase was completed was 2017. I have followed all the steps so far , but the low bidder wants to complete the work as early as March 23, 2020. I do not have my grant request into the county yet. (at this point waiting on letter of compliance). Then I am assuming meeting, approval, etc. Am I allowed to go ahead with the work before grant is approved? We have to have this project completed no matter the outcome of the grant and the difference in low bid and 2<sup>nd</sup> is over \$13,500.

So what is my next step? Do I forgo the grant request? Are you my contact?

If you could guide me a little I would really appreciate it.

Thanks in advance.

Linda Gaudard  
Administrative Secretary  
SHHOA/CCCI&SD  
307-686-1221



**Department of Public Works - Engineering Division**

*Kevin C. King, P.E., Director*

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

<b>DISTRICT SUPPORT GRANT MEMORANDUM</b>			
<b>FROM:</b>	Kevin C. King, P.E., Public Works Executive Director <span style="color: blue; font-weight: bold;">KCK</span>		
<b>TO:</b>	Board of County Commissioners		
<b>SUBJECT:</b>	District Support Grant Application From: <u>Central Campbell County I&amp;S</u>		
<b>DATE:</b>	3/23/2020		
<p>Central Campbell County I&amp;S has submitted a District Support Grant application in the amount of <u>\$2,875</u>                      For street sweeping in the Sleepy Hollow Subdivision</p>			
<b>Grant Type and Priority</b>	<b>Hard Street Sweeping, Priority 8</b>		
<b>Costs and Eligibility</b>			
Total Estimated Project Cost:	\$5,750		
Total Number of District Lots:	454		
Total allowable grant over a 5-yr period*:	454 lots @ \$1,500	\$	250,000
Total amount of Grants approved over current 5-yr period:			\$ 107,151
Total amount not subject to \$1500/lot limitation			\$ 14,375
Remaining Grant eligibility this current 5-yr period:			\$ 157,224
Current Fiscal Year Awards	\$ 34,098	O.K.	
Remaining Eligibility this Fiscal Year	\$ 15,902	O.K.	
*Note the total is capped at \$250,000 over a 5-year period			
<b>Compliance</b>			
Central Campbell County I&S	District is in compliance with the elections office per a memo from the Elections Coordinator.		<u>3/9/2020</u>
<b>Analysis</b>			
Hard Street Sweeping, Priority 8 (PR-8) 50%, up to \$7500 per year			
%	Total	Grant	Item
100		\$ -	
50	\$ 5,750.00	\$ 2,875.00	
33		\$ -	
25		\$ -	
Totals	\$ 5,750	\$ 2,875	
<b>Quotes Received</b>		<b>Funding History</b>	
	Company	Total	
1	DRM, Inc.	\$ 5,750	5 year \$107,151
2			10 year \$208,734
3			Since 2011 \$684,156
4			
<b>Recommendation</b>			
I recommend the Board approve the District Support Grant request from		Central Campbell County I&S	
Improvement and Service District in an amount not to exceed		\$ 2,875	
For street sweeping in the Sleepy Hollow Subdivision			
Note: DRM is the only contractor in town that provides street sweeping			
Board Approval?	\$	Date Approved	



**DISTRICT SUPPORT GRANT APPLICATION**

District Name: Central Campbell County I&SD Requested Amount: \$2,875.00

Mailing Address: 6304 Irving Blvd Gillette WY 82718

Contact Person: Robert Meigs/Linda Gaudard

Day Time Phone: 307-686-1221

Application is requesting financial assistance to form a District? Yes  No

Applicant is requesting financial assistance for connection to regional water? Yes  No

Is the project anticipated to be complete in the next 18 months? Yes  No

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)  
Street Sweeping in the Sleepy Hollow Subdivision

Total project cost (estimated) (itemize on separate sheet): \$5,750.00

Projected start date: 05/01/20 Projected completion date: 05/15/20

Briefly describe why the project is needed: The street sweeping will remove the build-up of sand and gravel accumulated during the previous year.

Governing Board members: Robert Meigs, Robert Zabel, Robert Day

Acreage (approximate) of district or proposed district: approximately 240 acres

Date of district formation (if applicable) 06/24/86

Number of lots: 454 residences, 1 school, 1 fire station, 2 parks

Population of District: The population reported in 2010 was 1,308.

Ratio of Developed and undeveloped land: 100% with 2 unimproved lots in Hunter Estates

Is area legally platted? Yes

District boundary map included? No

Is District Zoned? Yes If so, what is it zoned? Sleepy Hollow and Hunter are R-1 and The Meadows is A-L

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

**FINANCIAL INFORMATION**

Current Mill Levy for the Subdivision \$ 135,000 (16.712)

Current Assessed Valuation (County Assessor's Office) \$ 8,077,797

Current Indebtedness \$ 0

Current Income statement and balance sheet \$ attached

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)  
\$55/month dues for Sleepy Hollow and Hunter Estates (sewer and water) – 440 lots and  
\$40/month for The Meadows (water) – 14 lots.

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:

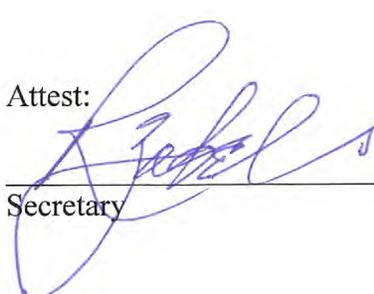
\_\_\_\_\_

Respectfully submitted,

  
\_\_\_\_\_

Title: PRESIDENT

Attest:

  
\_\_\_\_\_  
Secretary

Central Campbell County Service & Improvement District requested a Proposal for Street Sweeping in the Sleepy Hollow subdivision. A proposal was received from DRM Inc.

Street Sweeping will remove the build-up of sand and gravel accumulated during the previous year.

Central Campbell County Service and Improvement District is recommending the contract go to the only bidder, DRM Inc.

**DRM, Inc.**

PO Box 1002  
Gillette, WY 82717  
PH: 307-682-0328  
FAX: 307-682-3130

March 17, 2020

Central Campbell County I&S District  
6304 Irving Blvd  
Gillette, Wy. 82718

ATT: Linda/Jackie

RE: 2020 Subdivision Street Sweeping-Quote

Dear Jackie:

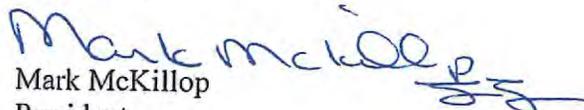
I have the following quote for the above referenced project:

Sleepy Hollow Subdivision - \$5,750.00

Please contact me if you have any questions or need more information.

Sincerely,

DRM, INC

  
Mark McKillop  
President



DRM, Inc.

## Balance Sheet

As of March 18, 2020

	Mar 18, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Security State Bank Checking	5,422.93
Security State Bank Money Marke	168,765.30
WYO-STAR	182,484.28
Total Checking/Savings	356,672.51
Accounts Receivable	
Accounts Rec. Storage Fees	7,941.56
Total Accounts Receivable	7,941.56
Total Current Assets	364,614.07
Fixed Assets	
Asset Costs	
Building	159,912.58
Equipment	98,153.51
Land & Improvements	
Pavement Project	794,205.50
Regular land & improvement	175,941.47
Land & Improvements - Other	682,317.22
Total Land & Improvements	1,652,464.19
Meters, lines & tanks	3,255,323.11
Waste water plant & taps	483,034.75
Total Asset Costs	5,648,888.14
Total accumulated depreciation	-3,403,030.01
Total Fixed Assets	2,245,858.13
<b>TOTAL ASSETS</b>	<b>2,610,472.20</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	10,640.79
Total Accounts Payable	10,640.79
Total Current Liabilities	10,640.79
Long Term Liabilities	
Deferred Revenue - Prepaid Rent	69,750.00
Total Long Term Liabilities	69,750.00
Total Liabilities	80,390.79
Equity	
Retained Earnings	2,565,146.89
Net Income	-35,065.48
Total Equity	2,530,081.41
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,610,472.20</b>

## CENTRAL CAMPBELL COUNTY IMPROVEMENT &amp; SERVICE DISTRICT

## Profit &amp; Loss

03/18/20

July 1, 2019 through March 18, 2020

Accrual Basis

	Jul 1, '19 - Mar 18, 20
Ordinary Income/Expense	
Income	
County Grant	34,098.00
Misc Income	8,248.68
Sewer Revenue	101,250.00
Storage Revenue	
Bad Debt	-120.00
Storage Revenue - Other	26,503.75
Total Storage Revenue	26,383.75
Tax revenue	79,712.36
Tower rent	12,450.00
Total Income	262,142.79
Gross Profit	262,142.79
Expense	
Administration Expenses	
Accounting	4,150.00
Advertising	434.54
Building Management	
Building & Office Supplies	85.55
Misc Minor Maintenance&Repairs	594.46
Misc. Storage Management	21.75
Total Building Management	701.76
Building Taxes	1,856.22
Administration Expenses - Other	57.86
Total Administration Expenses	7,200.38
Capital Budget Expenses	
Street Improvements	2,600.00
Street Light Repair	5,694.99
Well #4	28,149.85
Well #6	139,350.90
Total Capital Budget Expenses	175,795.74
Indirect Expenses	
Insurance	100.00
Total Indirect Expenses	100.00
Operation Expenses	
Emergency Repairs	3,307.03
Service Contracts/ Sewer	103,543.11
Well Repairs	10,204.67
Total Operation Expenses	117,054.81
Total Expense	300,150.93
Net Ordinary Income	-38,008.14
Other Income/Expense	
Other Income	
Interest	2,942.66
Total Other Income	2,942.66
Net Other Income	2,942.66
Net Income	-35,065.48

CENTRAL CAMPBELL COUNTY IMPROVEMENT & SERVICE DISTRICT

Profit & Loss

July 2018 through June 2019

*FY 2018/19  
Audited  
Numbers*

	Jul '18 - Jun 19
Ordinary Income/Expense	
Income	
Building rent	
Sleepy Hollow Rent	9,000.00
Total Building rent	9,000.00
County Grant	16,367.09
Misc Income	5,063.76
Sewer Revenue	116,550.00
Storage Revenue	
Bad Debt	-100.00
Storage Revenue - Other	34,057.50
Total Storage Revenue	33,957.50
Tax revenue	135,336.59
Tower rent	12,450.00
Total Income	328,724.94
Gross Profit	328,724.94
Expense	
Administration Expenses	
Accounting	4,000.00
Advertising	184.67
Building Management	
Misc Minor Maintenance&Repairs	58.66
Misc. Storage Management	625.66
Total Building Management	684.32
Building Taxes	1,820.60
Misc Admin Expense	310.28
Total Administration Expenses	6,999.87
Capital Budget Expenses	
Water System	
Curb Stops	0.00
Total Water System	0.00
Well #4	0.00
Well #6	0.00
Total Capital Budget Expenses	0.00
Indirect Expenses	
Insurance	1,100.00
Total Indirect Expenses	1,100.00
Operation Expenses	
Emergency Repairs	1,617.65
Misc Maintenance	5,750.00
Misc Sewer Expense	2,340.00
Service Contracts/ Sewer	109,352.16
Street Repairs	1,500.00
Water System GIS Survey	15,432.38
Well Repairs	1,785.00
Total Operation Expenses	137,777.19
Total Expense	145,877.06
Net Ordinary Income	182,847.88

*Capitalized  
41,962.90  
  
25,011.94  
44,570.70  

---

111,545.54*

12:13 PM

CENTRAL CAMPBELL COUNTY IMPROVEMENT & SERVICE DISTRICT

11/26/19

Profit & Loss

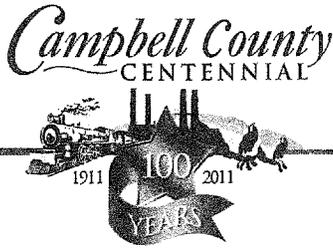
Accrual Basis

July 2018 through June 2019

---

	<u>Jul '18 - Jun 19</u>
Other Income/Expense	
Other Income	
Interest	4,048.14
Total Other Income	4,048.14
Other Expense	
Depreciation expense	136,633.16
Total Other Expense	136,633.16
Net Other Income	-132,585.02
Net Income	<u>50,262.86</u>

2019 - SPECIAL DISTRICTS									
#	DISTRICT		COUNTY	CITY	DISTRICT	ADDITIONAL	TOTAL	DOLLAR	ASSESSED
			LEVY	LEVY	LEVY	LEVY	MILL LEVY	LEVY	VALUE
100	County		59.912				59.912		\$4,470,155,34
103	Heritage Village W & S	#	59.912	8.000	8.000		75.912		\$4,120,66
105	Westridge (Orig & 1st) I & S	Dissolved	0.000	0.000			0.000		\$
106	Anderson I & S	Dissolved	0.000	0.000			0.000		\$
107	Collins Heights Ind I & S	Dissolved	0.000	0.000			0.000		\$
109	Oriva Hills I & S		59.912				59.912	\$400.00	\$3,127,05
111	Central Campbell Co I & S		59.912		16.712		76.624		\$8,077,79
112	Crestview Estates W & S	Dist #162	0.000				0.000		\$
113	Southfork I & S		59.912				59.912	\$600.00	\$753,14
114	Sundog I & S		59.912				59.912	Various	\$563,30
115	Means W & S		59.912				59.912	\$219.00	\$9,223,16
116	American Road W & S		59.912				59.912		\$964,92
117	Peoples Dist I & S		59.912				59.912	Various	\$1,507,89
118	Interstate Ind Park W & S	#	59.912	8.000			67.912		\$1,938,74
119	Cook Water Dist	Dist #160	59.912				59.912		\$1,655,98
120	Wessex Dist I & S		59.912				59.912	\$750.00	\$82,047
121	Pine Buttes Dist I & S	Dissolved	0.000				0.000		\$
122	Prairie View/Champion I & S	Dist #115	59.912				59.912	Various	\$2,875,28
124	Rustic Hills I & S		59.912				59.912	\$820.00	\$777,95
125	Stone Gate Estates I & S		59.912				59.912	\$1,278.00	\$2,606,537
126	McKenney Dist I & S		59.912				59.912	Various	\$181,314
127	Green Valley I & S		59.912				59.912	Various	\$1,114,217
129	Rocky Point W & S		59.912		16.900		76.812		\$705,570
130	Eight Mile I & S		59.912				59.912	\$1,440.00	\$838,541
131	Donkey Creek I & S		59.912				59.912	\$600.00	\$484,806
132	Ward Creek I & S		59.912				59.912		\$317,454
133	Fox Park I & S	#	59.912	8.000			67.912	Various	\$3,395,211
134	Newton Industrial I & S (annex)	Dissolved	0.000				0.000		\$0
135	Los Caballos I & S		59.912				59.912	\$540.00	\$463,027
136	Meadow Springs I & S		59.912				59.912	\$650.00	\$415,204
137	High Country I & S		59.912				59.912	Various	\$501,111
138	Buckskin I & S		59.912				59.912	\$480.00	\$349,055
139	Country Living Acres I & S		59.912				59.912	\$200.00	\$412,291
140	Spring Hill Ranch I & S		59.912				59.912		\$388,891
141	South Douglas Hwy W & S		59.912				59.912	Various	\$18,678,587
142	Cottonwood I & S		59.912				59.912	\$300.00	\$768,559
143	Graceland I & S		59.912				59.912	Various	\$1,188,483
144	Countryside I & S		59.912		20.499		80.411		\$618,410
145	Red Rock Estates I & S	Dissolved	0.000				0.000		\$0
146	Wright W & S Dist	Dist #147	59.912		8.000		67.912	Various	\$13,491,034
147	Town of Wright	Dist #146	59.912	8.000		8.000	75.912		\$10,078,798
148	Antelope Valley I & S	# Dist #141	59.912	8.000			67.912	\$984.00	\$7,581,034
149	Southside Well I & S	Dist #153	59.912				59.912		\$1,298,608
150	City of Gillette		59.912	8.000			67.912		\$287,013,552
151	Collins Heights I & S	Dissolved	59.912				59.912		\$0
153	Southside Well I & S	# Dist #149	59.912	8.000			67.912		\$751,583
154	South Douglas Hwy W & S	# Dist #141	59.912	8.000			67.912	Various	\$9,136,794
160	Cook Rd W/Red Rock Est I & S	Dissolved	0.000				0.000		\$0
161	Freedom Hills I & S		59.912				59.912	\$959.20	\$2,736,881



Office of  
**COUNTY CLERK**

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010  
Phone: 307.682.7285 • Fax: 307.687.6455

March 9, 2020

To: Linda Gaudard

RE: Central Campbell County Improvement and Service District

The compliance requirements below have been met by the Central Campbell County Improvement and Service District. Having met the requirements, Central Campbell County Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 03/25/2019

Final Budget – 07/18/2019

Public Records – 08/29/2019

Map - YES

Department of Audit - YES

Department of Revenue - YES

Sincerely,

Charity D. Stewart  
Elections Coordinator

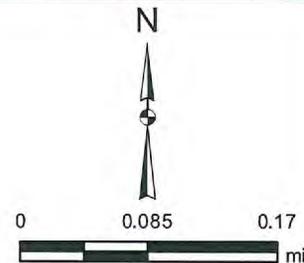


**Legend**

- County Centerlines
- Interstate
  - Highway
  - Major Roads
  - Minor Roads
  - Railroad



Date: 3/19/2020  
Time: 9:26:32 AM



CAMPBELL COUNTY, WYOMING

DEPARTMENT  
OF PUBLIC WORKS

500 S. Gillette Ave. Gillette, Wyoming 82716  
Phone # 307 685-8061  
Fax # 307 687-6349

Central Campbell County Improvement & Service District  
020.7085.20

Date	Transaction	Awards	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6	Priority 6	Priority 6	Priority 7	Priority 8	Disbursement	Balance
								25%	33%	50%		Priority 8		
04/21/15	DSG 2014.20 Street Sweeping	2,875.00										2,875.00	2,875.00	2,875.00
05/27/15	pay req 1-final												2,875.00	0.00
09/15/15	DSG 2015.12-Crack Sealing/Curb/Sidewal	6,250.00					6,250.00						6,250.00	6,250.00
06/20/16	pay req 1-final												6,250.00	0.00
09/15/15	DSG 2015.13- Jetting Sewer Lines	650.00				650.00							550.00	650.00
01/26/16	Pay req 1-Final												550.00	100.00
11/17/15	DSG 2015.18- water meters/radio read tra	13,570.00				13,570.00							9,470.57	13,570.00
12/29/15	Pay req 1												9,470.57	4,099.43
06/20/16	pay req 2-final												4,099.43	0.00
12/15/15	DSG 2015.19-50 curb boxes/rods	8,475.00				8,475.00								8,475.00
03/29/16	Pay Req 1-Final												8,165.00	310.00
04/19/16	DSG 2015.32 Street Sweeping	2,875.00										2,875.00		2,875.00
05/31/16	Pay req 1-Final												2,875.00	0.00
02/21/17	DSG 2016.12 105 Curb boxes & rods	14,118.00				14,118.00								14,118.00
06/15/17	Pay req 1-final												14,118.00	0.00
04/18/17	DSG 2016.17 Street Sweeping	2,875.00										2,875.00		2,875.00
05/30/17	Pay req 1-final												2,875.00	0.00
10/17/17	DSG 2017.05-Jetting sewer lines	1,080.00				1,080.00								1,080.00
11/29/17	Pay req 1												495.00	585.00
06/25/19	Pay req 2-final												585.00	0.00
02/20/18	DSG 2017.11-Curb stops,boxes & rods	10,655.00				10,655.00								10,655.00
08/02/18	Pay Req 1-final												9,264.93	1,390.07
04/17/18	DSG 2017.14 Street Sweeping	2,875.00										2,875.00		2,875.00
05/29/18	Pay Req 1-final												2,875.00	0.00
12/18/18	DSG 2018.10-GIS Survey of Water System	3,880.00				3,880.00								3,880.00
06/25/19	pay req 1-final												3,642.16	237.84
04/16/19	DSG 2018.17 Street Sweeping	2,875.00										2,875.00		2,875.00
05/28/19	Pay req 1-final												2,875.00	0.00
12/17/19	DSG 2019.02-Emergency Well #6	34,098.00				34,098.00								34,098.00
12/30/19	pay req 1-final												34,098.00	0.00

5 yr total \$107,151 86,526.00 6,250.00 0.00 0.00 0.00 0.00 14,375.00 102,238.09  
 10 yr total \$208,734  
 1987 to date total \$684,156

Lots  
 454 Eligible \$250,000  
 Awards \$107,151  
 Disbursements \$102,238  
 Subject to 1500. \$92,776  
 Not subject to 1500. \$14,375  
 Remaining current 5-yr period \$157,224

not subject to \$1500/lot limitation



**Department of Public Works - Engineering Division**

*Kevin C. King, P.E., Director*

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

**DISTRICT SUPPORT GRANT MEMORANDUM**

**FROM:** Kevin C. King, P.E., Public Works Executive Director *KCK*  
**TO:** Board of County Commissioners  
**SUBJECT:** District Support Grant Application From: Means, Carter, North Hannum I&S  
**DATE:** 3/31/2020

Means, Carter, North Hannum I has submitted a District Support Grant application in the amount of \$2,975 for distributing 14,000 gallons of mag chloride on approx 3-miles of road for dust control

**Grant Type and Priority** **Gravel Road, Priority 6**

**Costs and Eligibility**

Total Estimated Project Cost:	<u>\$11,900</u>			
Total Number of District Lots:	84			
Total allowable grant over a 5-yr period:	84	lots	@ \$1,500	\$ 126,000
Total amount of Grants approved over current 5-yr period:				\$ 15,414
Total amount not subject to \$1500/lot limitation				\$ -
Remaining Grant eligibility this current 5-yr period:				\$ 110,586
Current Fiscal Year Awards	\$ -			O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000		O.K.	

**Compliance**

Means, Carter, North Hannum I District is in compliance with the elections office per a 3/5/2020 memo from the Elections Coordinator.

**Analysis**

Gravel Road, Priority 6  
 (PR-6) 50% up to \$50,000 drainage, 33% up to \$50,000 connecting roads, 25% up to \$50,000 gravel

%	Total	Grant	Item
100		\$ -	
50	\$ -	\$ -	
33		\$ -	
25	\$ 11,900	\$ 2,975	
<b>Totals</b>	\$ 11,900	\$ 2,975	

**Quotes Received**

	Company	Total
1	Dustbusters	\$ 11,900
2	Quality Agg & Construction	\$ 13,720
3	none available *	

**Funding History**

5 year	\$15,414
10 year	\$179,193
Since 2011	\$179,193

\* Dust Control Inc is no longer in business so only two vendors available

**Recommendation**

I recommend the Board approve the District Support Grant request from Means, Carter, North Hannum I&S Improvement and Service District in an amount not to exceed \$ 2,975  
 \$0.00  
 \$0.00

Board Approval? \$ Date Approved



**DISTRICT SUPPORT GRANT APPLICATION**

District Name: Means, Carter & N Hannum ISD Requested Amount: \$2,975.00

Mailing Address: PO Box 4082, Gillette, WY 82717

Contact Person: Montie Means

Day Time Phone: 307-680-9286

Application is requesting financial assistance to form a District? Yes  No

Applicant is requesting financial assistance for connection to regional water? Yes  No

Is the project anticipated to be complete in the next 18 months? Yes  No

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)  
Apply mag chloride for dust control on all of the District's roads – approximately 3 miles.

Total project cost (estimated) (itemize on separate sheet: \$11,900.00 (Dustbusters bid)

Projected start date: April 1, 2020 Projected completion date: September 30, 2020

Briefly describe why the project is needed:

Dust control keeps the dust down throughout the year. The District has applied mag chloride every year for the past three years on the District's roads, and the Board is pleased with its effectiveness.

Last year we had bids from Dust Control Inc. as well as Quality Agg and Dustbusters. Dust Control Inc. is no longer in business. This year, the bids were the same from the other two contractors - Quality Agg at \$.98 per gallon and Dustbusters at \$.85 per gallon. Dustbusters consistently comes in with the low bid, and they have applied between 13,000 gallons and 14,000 gallons each year for the past three years. This grant request is for 14,000 gallons. The cost for Dustbusters at this rate will be \$11,900. The cost for Quality Agg would be \$13,720.

Governing Board members: Quentin Strand, President / Montie Means, Vice President / Bob Holum, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 169.52 +/- acres

Date of district formation (if applicable) 2012

Number of lots: 84

Population of District: 252 (approximately)

Ratio of Developed and undeveloped land: All land is developed.

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes/No If so, what is it zoned? R-R, R-S, and Not Zoned

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

**FINANCIAL INFORMATION**

Current Mill Levy for the Subdivision \$ 32,400

Current Assessed Valuation (County Assessor's Office) \$ 1,294,500

Current Indebtedness \$ 0.00

Current Income statement and balance sheet \$ 73,252.94 (Bank Balance)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)  
District maintains roads only - \$400 per lot (except those on Hannum Road are \$200 per lot).

Will project generate user fees, charges, other revenues or income revenue? Yes      No X

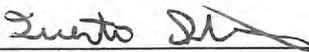
List and describe other potential funding sources:  
None

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

## District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District	Means, Carter & North Hannum Improvement & Service District							Submit one form for each road		
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
Road Name	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
All Roads									15,910'	24'

**Contractor Name/Address:** Dustbusters

### CONTRACTOR PRICING

Check if Apply	Surfacing	Tons	\$/Ton *	Total \$	
	Limestone (J, W, L)				*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
	Scoria (2" max)				
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
<b>Surfacing Subtotal</b>					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Water Truck				
<b>Blading Subtotal</b>					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
<b>Drainage Subtotal</b>					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
X	Mag Chloride	14,000	0.85	\$11,900	* includes product and application of product to roadway
	Other (Specify)				
<b>Dust Control Subtotal</b>					
<b>Total Cost Estimate</b>				<b>\$11,900</b>	

Mag Chloride Application Chart (Gallons per Mile)

<u>Width</u>	<u>Rate</u>	<u>.3 gal / yard</u>	<u>.4gal / yard</u>	<u>.5 gal / yard (full app)</u>
<u>18</u>		<u>3170</u>	<u>4225</u>	<u>5280</u>
<u>20</u>		<u>3520</u>	<u>4694</u>	<u>5867</u>
<u>22</u>		<u>3872</u>	<u>5163</u>	<u>6454</u>
<u>24</u>		<u>4224</u>	<u>5632</u>	<u>7040</u>

Our truckloads run around 6200 to 6500 gallons per load. Obviously, pricing changes somewhat if we have to haul partial truck loads. Our pricing for 2020 for all subdivisions in the Gillette area, is \$.85 per gallon or \$157.25 per ton. This includes product, freight, and application.

Dustbusters

2019 13,930 gallons  
2018 13,150 gallons  
2017 13,022 gallons

## District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District	Means, Carter & North Hannum Improvement & Service District							Submit one form for each road		
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
Road Name	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
All Roads									15,910'	24'

<b>Contractor Name/Address:</b>	<b>Quality Agg &amp; Construction Inc.</b>
---------------------------------	--------------------------------------------

### CONTRACTOR PRICING

Check if Apply	Surfacing	Tons	\$/Ton *	Total \$	
	Limestone (J, W, L)				*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
	Scoria (2" max)				
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
<b>Surfacing Subtotal</b>					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
	Crowning/Surfacing				* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Water Truck				
<b>Blading Subtotal</b>					

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
<b>Drainage Subtotal</b>					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
X	Mag Chloride	6800	0.98	\$6,664	* includes product and application of product to roadway
	Other (Specify)				
<b>Dust Control Subtotal</b>					
<b>Total Cost Estimate</b>				<b>\$6,664</b>	

S:\ENG\_Shar\Dist Support Grants\All Templates\Roadway Cost Estimate Template

14,000 gal = 13,720



Office of  
**COUNTY CLERK**

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010  
Phone: 307.682.7285 • Fax: 307.687.6455

March 5, 2020

To: Helenanne Cathey

RE: Means, Carter and North Hannum Improvement and Service District

The compliance requirements listed below have been met by Means, Carter and North Hannum Improvement and Service District. Therefore, Means, Carter and North Hannum Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 04/30/2019

Final Budget – 07/03/2019

Public Records – 07/19/2019

Map - YES

Department of Audit - YES

Department of Revenue - YES

Sincerely,

Charity D. Stewart  
Elections Coordinator



# MEANS, CARTER & NORTH HANNUM

Means, Carter & N. Hannum I & S District  
020.7085.50

Date	Description	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6	Priority 6	Priority 6	Priority 7	Priority 8	DISBURSED	BALANCE	Project Cost
								25%	33%	50%					
7/19/2011	DSG #1 - Formation	4,500.00	4,500.00											4,500.00	
8/19/2012	Pay request 1												4,500.00	0.00	
4/2/2013	DSG 2012.22 Grant preparation	11,000.00		11,000.00										11,000.00	
8/22/2013	Pay request 1												4,203.00	6,797.00	
10/27/2013	Pay request 2												5,423.25	1,373.75	
5/27/2014	Pay request 3-Final												1,373.75	0.00	
4/16/2013	DSG 2012.25 Road Maintenance	1,386.00						1,386.00						1,386.00	
8/19/2013	Pay Req 1												1,206.55	179.45	
8/22/2013	Pay Req 2-Final												179.45	0.00	
4/1/2014	DSG 2013.15 Gold Road	60,224.00							0.00	60,224.00				60,224.00	
12/18/2014	Pay Req 1-all figured at 50%												48,576.61	11,647.39	
4/23/2015	Pay Req 2-Final												11,647.39	0.00	
11/18/2014	DSG 2014.10 Mink Road Surfacing	36,669.00						36,669.00						36,669.00	
1/28/2016	Pay Req 1												19,981.10	16,687.90	
4/7/2016	Pay Req 2-Final												16,687.90	0.00	
11/18/2014	DSG 2014.09 Mink Road drainage	50,000.00								50,000.00				50,000.00	
1/28/2016	Pay Req 1												2,043.33	47,956.67	
4/7/2016	Pay Req 2-Final												38,790.25	11,166.42	
4/19/2016	DSG 2015.31 Mag Chloride	2,600.00						2,600.00						2,600.00	
6/23/2016	Pay req 1-final												2,588.60	11.40	
4/18/2017	DSG 2016.18 Road Maintenance	3,948.00						3,948.00						3,948.00	
7/15/2017	Pay req-1-final												3,948.00	0.00	
4/17/2018	DSG 2017.18 Road Maintenance	4,358.00						4,358.00						4,358.00	
7/10/2018	Pay req 1-final												2,728.63	1,629.37	
5/7/2019	DSG 2018.20-Mag Chloride	4,508.00						4,508.00						4,508.00	\$10,915.00
6/30/2019	Pay req 1-final												2,960.13	1,547.87	
5yr total		15,414.00		0.00	0.00	0.00	0.00	15,414.00	0.00	0.00	0.00	0.00	12,225.36		
10yr total		179,193.00													

Lots

84	Eligible	126,000.00
	Awards	15,414.00
	Disbursements	12,225.36
	Subject to 1500.	15,414.00
	Not subject to 1500.	0.00
	Remaining current 5-yr period	110,586.00

not subject to \$1500/lot limitation



**Department of Public Works - Engineering Division**

*Kevin C. King, P.E., Director*

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

**DISTRICT SUPPORT GRANT MEMORANDUM**

**FROM:** Kevin C. King, P.E., Public Works Executive Director *KCK*  
**TO:** Board of County Commissioners  
**SUBJECT:** District Support Grant Application From: Prairieview Champion Ventures I&S  
**DATE:** 3/31/2020

Prairieview Champion Ventures I&S has submitted a District Support Grant application in the amount of \$1,800 for sweeping of their paved streets

**Grant Type and Priority** **Hard Street Sweeping, Priority 8**

**Costs and Eligibility**

Total Estimated Project Cost:	<u>\$3,600</u>			
Total Number of District Lots:	76			
Total allowable grant over a 5-yr period:	76	lots	@ \$1,500	\$ 114,000
Total amount of Grants approved over current 5-yr period:				\$ 9,000
Total amount not subject to \$1500/lot limitation				\$ 9,000
Remaining Grant eligibility this current 5-yr period:				\$ 114,000
Current Fiscal Year Awards	\$ -			O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000			O.K.

**Compliance**

Prairieview Champion Ventures District is in compliance with the elections office per a 3/5/2020 memo from the Elections Coordinator.

**Analysis**

Hard Street Sweeping, Priority 8  
 (PR-8) 50%, up to \$7500 per year

%	Total	Grant	Item
100		\$ -	
50	\$ 3,600.00	\$ 1,800.00	Street Sweeping
33		\$ -	
25	\$ -	\$ -	
Totals	\$ 3,600	\$ 1,800	

**Quotes Received**

	Company	Total
1	DRM	\$ 3,600
2		
3		

**Funding History**

5 year	\$9,000
10 year	\$94,630
Since 1987	\$294,630

\*District will sole source since DRM is the only company providing sweeping services

**Recommendation**

I recommend the Board approve the District Support Grant request from Prairieview Champion Ventures I&S Improvement and Service District in an amount not to exceed \$ 1,800 for sweeping of their paved streets

Board Approval? \$ \_\_\_\_\_ Date Approved \_\_\_\_\_



**DISTRICT SUPPORT GRANT APPLICATION**

District Name: Prairieview Champion ISD Requested Amount: \$1,800.00

Mailing Address: PO Box 471, Gillette, WY 82717

Contact Person: Gayle Nannemann, President

Day Time Phone: 307-682-9082

Application is requesting financial assistance to form a District? Yes  No

Applicant is requesting financial assistance for connection to regional water? Yes  No

Is the project anticipated to be complete in the next 18 months? Yes  No

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)  
Hard surfaced street sweeping

Total project cost (estimated) (itemize on separate sheet: \$3,600.00

Projected start date: April 1, 2020 Projected completion date: June 30, 2020

Briefly describe why the project is needed:  
Street sweeping to remove sand and debris from streets to keep the dust down, preventing the build up of rock along the sides of the streets, and preventing materials from being ground into the streets, causing earlier crumbling or unraveling of asphalt

Governing Board members: Gayle Nannemann, President / Carol McKillop, Vice President / Susan Wilson, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 207 +/- acres

Date of district formation (if applicable) July 15, 1991

Number of lots: 76 total parcels

Population of District: 300 (approximately)

Ratio of Developed and undeveloped land: All land is developed.

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes/No If so, what is it zoned? I-1 and I-2

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

**FINANCIAL INFORMATION**

Current Mill Levy for the Subdivision \$ 96,060.56 (assessments)

Current Assessed Valuation (County Assessor's Office) \$ 2,875,288.00

Current Indebtedness \$ 161,005.94

Current Income statement and balance sheet \$ 153,290.77 (District Funds)  
and \$61,070.85 (Loan Fund)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)  
\$450 per year maintenance assessment per lot plus the bond repayment based on a formula when  
the original street improvement project was done considering size of lot, street frontage, etc.

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:

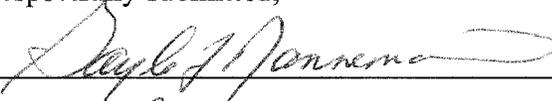
None

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: Pres

Attest:

  
Secretary

**hlcathey@collinscom.net**

---

**From:** Mark McKillop <MarkM@drmwyo.com>  
**Sent:** Wednesday, March 4, 2020 10:31 AM  
**To:** hlcathey@collinscom.net  
**Cc:** Don McKillop; Joyce Johnson  
**Subject:** Re: PRAIRIEVIEW CHAMPION STREET SWEEPING

We are in meetings yesterday and today and won't be able to get anything till tomorrow the price will be the same as last year unless the scope has changed

*no change in scope*

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---

**From:** hlcathey@collinscom.net <hlcathey@collinscom.net>  
**Sent:** Wednesday, March 4, 2020 10:21:39 AM  
**To:** Mark McKillop <MarkM@drmwyo.com>  
**Cc:** Don McKillop <DonM@drmwyo.com>; Joyce Johnson <JoyceJ@drmwyo.com>  
**Subject:** FW: PRAIRIEVIEW CHAMPION STREET SWEEPING

Good morning – I sent the e-mail below to Mark yesterday but haven't heard back. I don't mean to rush you, but Prairieview Champion meets tomorrow morning, and I was hoping to have numbers so I could have the Board approve a grant application at their meeting to get the street sweeping scheduled.

If you have time, could you send me a quote for their street sweeping?

*Helennane Cathey  
Cathey Consulting, LLC  
PO Box 471  
400 South Gillette Avenue, Suite 106  
(K2 Technologies Building - office entrance is on 4<sup>th</sup> Street across from Arrow Printing)  
Gillette, WY 82717  
307-685-8235 (phone)  
307-682-1187 (fax)  
[hlcathey@collinscom.net](mailto:hlcathey@collinscom.net)  
[www.catheyconsulting.net](http://www.catheyconsulting.net)*

**From:** hlcathey@collinscom.net <hlcathey@collinscom.net>  
**Sent:** Tuesday, March 3, 2020 12:04 PM  
**To:** 'Mark McKillop' <MarkM@drmwyo.com>  
**Subject:** PRAIRIEVIEW CHAMPION STREET SWEEPING

It's about that time of year again – Could you provide a quote for street sweeping for Prairieview Champion? They meet Thursday morning and I was hoping to have a grant application for them to review and approve so we could get it scheduled for later this spring.

**DRM, Inc.**

PO Box 1002  
Gillette, WY 82717  
PH: 307-682-0328  
FAX: 307-682-3130

March 20, 2019

Prairie View/Champion Improvement & Services District  
Gillette, WY 82718

Re: Sweeping Quote

ATT: Helen Anne

DRM is pleased to quote the sweeping per your request:

Sweep from Ratcliff Road to Oil Road - \$3,600.00

Please contact me if you have any questions or need more information.

Sincerely,

DRM INC.

*Mark McKillop*  
Mark McKillop  
President



**DRM, Inc.**



Office of  
**COUNTY CLERK**

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010  
Phone: 307.682.7285 • Fax: 307.687.6455

March 5, 2020

To: Helenanne Cathey

RE: Prairieview / Champion Ventures Improvement and Service District

The compliance requirements listed below have been met by Prairieview / Champion Ventures Improvement and Service District. Therefore, Prairieview / Champion Ventures Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 04/18/2019

Final Budget – 07/17/2019

Public Records – 07/19/2019

Map - YES

Department of Audit - YES

Department of Revenue - YES

Sincerely,

Charity D. Stewart  
Elections Coordinator



# Prairie View/Champion Ventures

**Prairie View Champion Ventures**

020.7085.23

Date	Description	Award	Priority									Disburse	Balance	
			Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6 25%	Priority 6 33%	Priority 6 50%	Priority 7			Priority 8
04/07/15	DSG 2014.19 Street Sweeping	1,800.00										1,800.00	1,800.00	
06/10/15	Pay ap 1-Final												1,800.00	0.00
04/05/16	DSG 2015.28 Street Sweeping	1,800.00										1,800.00	1,800.00	
08/08/16	Pay ap 1-Final												1,800.00	0.00
05/02/17	DSG 2016.23 Street Sweeping	1,800.00										1,800.00	1,800.00	
06/05/17	Pay ap 1-Final												1,800.00	0.00
04/17/18	DSG 2017.16 Street Sweeping	1,800.00										1,800.00	1,800.00	
05/23/18	Pay ap 1-Final												1,800.00	0.00
04/16/19	DSG 2018.16-Street Sweeping	1,800.00										1,800.00	1,800.00	
06/03/19	Pay ap 1-Final												1,800.00	0.00

5yr total	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,000.00	9,000.00
10yr total	94,629.63												
Since inception in 1991	294,629.63												

76 Lots	Eligible	114,000.00
	Awards	9,000.00
	Disbursements	9,000.00
	Subject to 1500.	0.00
	Not subject to 1500.	9,000.00
	Remaining current 5-yr period	114,000.00

not subject to \$1500/lot limitation



**Department of Public Works - Engineering Division**

*Kevin C. King, P.E., Director*

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

**DISTRICT SUPPORT GRANT MEMORANDUM**

**FROM:** Kevin C. King, P.E., Public Works Executive Director *KCK*  
**TO:** Board of County Commissioners  
**SUBJECT:** District Support Grant Application From: Eight Mile I&S  
**DATE:** 3/23/2020

Eight Mile I&S has submitted a District Support Grant application in the amount of \$2,805 for distributing 10,000 gallons of mag chloride on approx 1.25-miles of road for dust contro

**Grant Type and Priority** **Gravel Road, Priority 6**

**Costs and Eligibility**

Total Estimated Project Cost:	<u>\$8,500</u>	
Total Number of District Lots:	43	
Total allowable grant over a 5-yr period:	43 lots @	\$ 1,500 \$ 64,500
Total amount of Grants approved over current 5-yr period:		\$ 6,032
Total amount not subject to \$1500/lot limitation		\$ 3,947
Remaining Grant eligibility this current 5-yr period:		\$ 62,415
Current Fiscal Year Awards	\$ -	O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000	O.K.

**Compliance**

Eight Mile I&S District is in compliance with the elections office per a 3/23/2020 memo from the Elections Coordinator.

**Analysis**

Gravel Road, Priority 6  
 (PR-4) 25% not funded by other grants, up to \$50,000

%	Total	Grant	Item
100		\$ -	
50	\$ -	\$ -	
33	\$ 6,970.00	\$ 2,300.10	Franklin/Edison Roads
25	\$ 1,530	\$ 383	Webster Road
<b>Totals</b>	<b>\$ 8,500</b>	<b>\$ 2,683</b>	

**Quotes Received**

	Company	Total
1	Dustbusters, Inc	\$ 8,500
2		
3		

**Funding History**

5 year	\$6,032
10 year	\$35,151
Since 1994	\$60,279

Dustbusters, Inc. only company currently supplying mag

**Recommendation**

I recommend the Board approve the District Support Grant request from Eight Mile I&S Improvement and Service District in an amount not to exceed \$ 2,683 for distributing 10,000 gallons of mag chloride on approx 1.25-miles of road for dust control

Note: District asked for 33% for all roads but Webster is an internal connector between two District roads

Board Approval? \$ Date Approved



**DISTRICT SUPPORT GRANT APPLICATION**

District Name: Eight Mile ISD Requested Amount: \$2,805.00 (33%)

Mailing Address: c/o Cathey Consulting, PO Box 471, Gillette, WY 82717

Contact Person: Jay Gomez, President

Day Time Phone: 307-660-2605

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.)  
Dust control applied to all roads. The District's roads measure approximately 1.25 miles in the Eight Mile Subdivision, and they are travelled by numerous others from the subdivision to the north of us as well as other landowners to the north. The District is requesting 33% reimbursement as all of the roads are travelled by people from another subdivision.

Total project cost (estimated) (itemize on separate sheet: \$8,500)

Projected start date: April 15, 2020 Projected completion date: August 31, 2020

Briefly describe why the project is needed:  
Dust control on all of the District's roads. The line for the regional system was constructed this year, and some of the rock has been replaced. There is a potential for a lot of dust this year, so we are submitting this grant request for dust control. The estimate is based on the quantity the last time dust control was put on the roads and the recent quote from Dustbusters who is the only one doing the mag chloride now.

Governing Board members: Jay Gomez, President / Alan Clark, Secretary/Treasurer / Warren Haramija, Director

Acreage (approximate) of district or proposed district: 171 +/- acres  
Date of district formation (if applicable) (Eight Mile 1994 / High Plains Merged 2006)

Number of lots: 43 (plus 2 tracts owned by District)

Population of District: 126 (approximately)

Ratio of Developed and undeveloped land: 40 lots improved and 3 lots unimproved

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes and No If so, what is it zoned? Agricultural (Eight Mile Subdivision) & Unzoned (High Plains)

Is District in compliance with the Elections Office? (Submit letter of compliance), Yes

**FINANCIAL INFORMATION**

Current Mill Levy for the Subdivision \$ 57,881 (assessments)

Current Assessed Valuation (County Assessor's Office) \$ 838,541

Current Indebtedness \$ 183,061.54

Current Income statement and balance sheet \$ 80,527.32 (bank accounts)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)  
\$1,440 per year improved lot / \$120 per year unimproved lot (assessments through the County Assessor; Water - 20,000 gallons per month included in the base rate that is assessed. Over 20,000 gallons up to 30,000 gallons is billed at \$1.00 per 1,000 gallons. Over 30,000 gallons is billed at \$2.00 per 1,000 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)

Jay Gomez  
Title: President

Attest:

Alan Clark  
Secretary

## District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
<b>District</b>	Eight Mile Improvement & Service District, PO Box 471, Gillette, WY 82717								Submit one form for each road	
	Surfacing			Blading		Drainage/Ditch			Dust Control	
Road Name	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Franklin Avenue, Edison Avenue and Webster Street									6,611	24'

<b>Contractor Name/Address:</b>	<b>Dustbusters Inc.</b>
<b>CONTRACTOR PRICING</b>	

Check if Apply	Surfacing	Tons	\$/Ton *	Total \$	*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
	Limestone (J, W, L)				
	Scoria (2" max)				
	Crushed Concrete / Asphalt Blend (50/50)				
	Crushed Asphalt				
	Other (Specify)				
<b>Surfacing Subtotal</b>					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Crowning/Surfacing				
	Water Truck				
<b>Blading Subtotal</b>					

Check if Apply	Drainage	LF	\$/LF *	Total \$	* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 12" culvert				
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
<b>Drainage Subtotal</b>					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	* includes product and application of product to roadway
X - all roads	Mag Chloride	10,000	0.85	\$8,500	
	Other (Specify)				
<b>Dust Control Subtotal</b>					
<b>Total Cost Estimate</b>				<b>\$8,500</b>	

## Eight Mile Improvement &amp; Service District

## Balance Sheet

As of March 23, 2020

03/23/20

Accrual Basis

	<u>Mar 23, 20</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
8 Mile Checking	42,718.66
8 Mile Savings	16,593.82
8 Mile Well Maintenance Account	21,214.84
Total Checking/Savings	<u>80,527.32</u>
Accounts Receivable	
Accounts Receivable	28,283.50
Total Accounts Receivable	<u>28,283.50</u>
Total Current Assets	108,810.82
Fixed Assets	
New Well (2007)	928,408.30
Roads	
Edison Avenue	31,715.08
Franklin Ave. & Webster St.	13,234.00
Franklin Avenue	20,890.17
Total Roads	<u>65,839.25</u>
Water System	
Radio Read Conversion	11,960.00
Total Water System	<u>11,960.00</u>
Total Fixed Assets	1,006,207.55
<b>TOTAL ASSETS</b>	<b><u>1,115,018.37</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Long Term Liabilities	
State Loan and Investment Board	145,803.17
Wyoming Water Devel. Mortgage	37,258.37
Total Long Term Liabilities	<u>183,061.54</u>
Total Liabilities	183,061.54
Equity	
Retained Earnings	896,246.51
Net Income	35,710.32
Total Equity	<u>931,956.83</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>1,115,018.37</u></b>

**hlcathey@collinscom.net**

---

**From:** ecprete@gmail.com  
**Sent:** Monday, March 2, 2020 2:20 PM  
**To:** hlcathey@collinscom.net  
**Subject:** RE: FW: MEANS CARTER AND NORTH HANNUM MAG CHLORIDE  
**Attachments:** Mag Chloride Application Chart Gillette.docx

Helenanne,

Most of the subdivision roads that we treat are only 18-20 feet wide. I don't think there are any that we apply at 24 feet wide.

At 18 to 20 feet wide, the road will require about 6,000 gallons per mile at a full application rate of .5 gallons per square yard. Some roads may have some residual built up from previous year's treatments and subsequently may get by with a lesser application rate---.4 gallons / yard. The roads would have to be looked at to determine if they could get by with a lesser application rate.

Pricing for the 2020 season is \$.85 per gallon. Call me if you have any questions.

Craig Prete  
President  
Dustbusters, Inc

Sent from Mail for Windows 10

**From:** [hlcathey@collinscom.net](mailto:hlcathey@collinscom.net)  
**Sent:** Thursday, February 27, 2020 2:47 PM  
**To:** [craig@dustbustersinc.com](mailto:craig@dustbustersinc.com)  
**Subject:** FW: MEANS CARTER AND NORTH HANNUM MAG CHLORIDE

Good afternoon –

The Means, Carter & North Hannum ISD will be applying dust control to their roads again this year – could you provide a bid on the attached form?

Dustbusters has done their dust control for several years.

Thank you!

*Helenanne Cathey  
Cathey Consulting, LLC  
PO Box 471  
400 South Gillette Avenue, Suite 106  
(K2 Technologies Building - office entrance is on 4<sup>th</sup> Street across from Arrow Printing)  
Gillette, WY 82717  
307-685-8235 (phone)  
307-682-1187 (fax)  
[hlcathey@collinscom.net](mailto:hlcathey@collinscom.net)*

Mag Chloride Application Chart (Gallons per Mile)

<u>Width</u>	<u>Rate</u>	<u>.3 gal / yard</u>	<u>.4gal / yard</u>	<u>.5 gal / yard (full app)</u>
<u>18</u>		<u>3170</u>	<u>4225</u>	<u>5280</u>
<u>20</u>		<u>3520</u>	<u>4694</u>	<u>5867</u>
<u>22</u>		<u>3872</u>	<u>5163</u>	<u>6454</u>
<u>24</u>		<u>4224</u>	<u>5632</u>	<u>7040</u>

Our truckloads run around 6200 to 6500 gallons per load. Obviously, pricing changes somewhat if we have to haul partial truck loads. Our pricing for 2020 for all subdivisions in the Gillette area, is \$.85 per gallon or \$157.25 per ton. This includes product, freight, and application.

**DUSTBUSTERS, INC.**

P.O. Box 15  
 EVANSTON, WY 82931-0015  
 (307) 789-3878  
 Federal ID #83-0286499

Date	Invoice #
6/17/2016	48226

Sold To:

Eight Mile Improvement & Service District  
 PO Box 471  
 Gillette, WY 82717

Ship To:

8 Mile Subdivision

Purchase Order #	Terms
	Net 30

Item	Description	Quantity	Unit Price	Amount
DG/Delivere...	Dustgard (delivered & applied/per gallon) Reference #Trux 1166 Delivered & applied 06-10-16	9,990	0.80	7,992.00
			<b>Total</b>	\$7,992.00

*Handwritten notes:*  
 RGA  
 A.C.  
 Pd. 7-26-16  
 CE 1776  
 7992.00

Phone #	Fax #
307-789-3878	307-789-3888

hlcathey@collinscom.net

---

**From:** Warren Haramija <wharamija@yahoo.com>  
**Sent:** Monday, March 23, 2020 2:44 PM  
**To:** hlcathey@collinscom.net  
**Subject:** Grant application

I, Warren D. Haramija, approve the grant application.  
If you have any questions you may contact me at (760)382-7964.

Warren D. Haramija

Sent from Yahoo Mail on Android

**hlcathey@collinscom.net**

---

**From:** Alan Clark <alclark@vcn.com>  
**Sent:** Monday, March 23, 2020 2:54 PM  
**To:** hlcathey@collinscom.net

I, Alan Clark give my approval for a grant application requesting funding for dust suppression for 8 mile improvement and service district.

*Sent from my Verizon Motorola Droid*

hlcathey@collinscom.net

---

**From:** Jay Gomez <jpgomez6pk@collinscom.net>  
**Sent:** Monday, March 23, 2020 2:56 PM  
**To:** Hellenanne Cathey  
**Subject:** RE: EIGHT MILE GRANT APPLICATION

I, Jay Gomez give my approval for a grant application requesting funding for dust suppression for 8 mile improvement and service district.

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

**From:** hlcathey@collinscom.net  
**Date:** 3/23/20 2:34 PM (GMT-07:00)  
**To:** 'Alan & Inez Clark' <alclark@vcn.com>, 'Jay Gomez' <jpgomez6pk@collinscom.net>, 'Warren Haramija' <wharamija@yahoo.com>  
**Subject:** EIGHT MILE GRANT APPLICATION

Here is the grant application for dust control for Eight Mile ISD.

Please e-mail back any additions, changes, corrections if you have any. If not, please e-mail back a confirmation approval. I included a 33% reimbursement rate – just a reminder that the County grant normally will reimburse 25%, but if the roads connect to another subdivision, the County may approve up to 33%. Does this sound okay to you? The only road I wasn't sure for 33% was Webster, but I know that people from the other subdivision travel that road as well.

Jay and Alan – I need your e-mailed approval. I will then sign the grant application for you and initial it and attach your e-mail response approving the grant application. I will then e-mail all of the information to the County as the courthouse will be closed starting tomorrow.

*Helenanne Cathey*  
*Cathey Consulting, LLC*  
*PO Box 471*



Office of  
**COUNTY CLERK**

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010  
Phone: 307.682.7285 • Fax: 307.687.6455

March 23, 2020

To: Helenanne Cathey  
RE: Eight Mile Improvement and Service District

The compliance requirements below have been met by the Eight Mile Improvement and Service District. Having met the requirements, Eight Mile Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 04/30/2019

Final Budget – 06/24/2019

Public Records – 07/19/2019

Map - YES

Department of Audit - YES

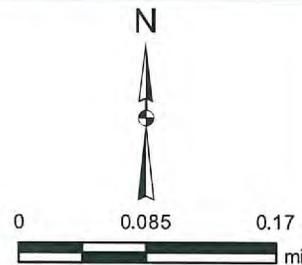
Department of Revenue - YES

Sincerely,

Charity D. Stewart  
Elections Coordinator



Date: 3/23/2020  
Time: 3:45:13 PM



CAMPBELL COUNTY, WYOMING

DEPARTMENT  
OF PUBLIC WORKS

500 S. Gillette Ave. Gillette, Wyoming 82716  
Phone # 307 685-8061  
Fax # 307 687-6349

**Eight Mile Improvement & Service District**

020.7085.26

Date	Description	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6	Priority 6	Priority 6	Priority 7	Priority 8	Disbursement	Balance	Project Cost
								25%	33%	50%					
11/01/94	Establish District DSG-26A	1,704.23												1,704.23	
11/22/94	Pymt GDR#1 DSG-26A												1,704.23	0.00	
04/15/03	Install Water Meters DSG-26B	14,872.00												14,872.00	
07/22/03	Payment Req 1 DSG-26B												13,404.88	1,467.12	
10/27/03	Payment Req 2 DSG-26B												1,050.85	416.27	
01/13/04	Payment Req 3 DSG-26B												416.27	0.00	
02/09/04	Award DSG - 26 C	2,859.00												2,859.00	
02/19/04	Req 1 and Final												2,859.00	0.00	
09/07/05	Award DSG - 26 D	1,932.00												1,932.00	
10/17/05	Payment Request 1 DSG-26D												1,932.00	0.00	
01/16/07	Award DSG-26E Tie in Well	20,337.00												20,337.00	
06/19/09	Pay Req #1												13,655.25	6,681.75	
07/03/09	Pay Req #2 Final												6,681.75	0.00	
07/20/10	DSG 26-1 Road Maintenance	7,763.50						7,763.50						7,763.50	
12/10/10	Pay Req 1 & Final												7,763.50	0.00	
09/07/11	DSG 26-2 Road Maintenance	9,337.00						9,337.00						9,337.00	
12/20/11	Pay Req 1												3,308.50	6,028.50	
06/11/12	Pay Req 2												521.59	5,506.91	
08/06/12	Pay Req 3												1,675.60	3,831.31	
09/17/12	Pay Req 4-Final												36.85	3,794.46	
04/02/13	DSG 2012-23 Road Maint	8,452.00						8,452.00						8,452.00	
07/08/13	Pay Req 1-Final												5,801.04	2,650.96	
04/16/13	DSG 2012.26 Dust Suppressor	1,571.00						1,571.00						1,571.00	
08/15/13	DSG 2012.26 Pay Req 1-Final												1,571.00	0.00	
05/06/14	DSG 2013.21 Dust Suppressor	1,995.00						1,995.00						1,995.00	
06/26/14	DSG 2013.21 Pay Req 1-Final												1,995.00	0.00	
04/21/15	DSG 2014.21 Mag Chloride	2,085.00						2,085.00						2,085.00	
07/27/16	Pay Req 1-Final												1,998.00	87.00	
04/05/16	DSG 2015.20 Water Meters	3,947.00											3,947.00	3,947.00	
07/27/16	Pay Req 1-Final												3,946.80	0.20	
	<b>5yr total</b>	6,032.00	0.00	0.00	0.00	0.00	0.00	2,085.00	0.00	0.00	0.00	0.00	3,947.00	5,944.80	
	<b>10yr total</b>	35,150.50													
	<b>Since 1994</b>	60,278.50													

43 Lots	Eligible	64,500.00
	Awards	6,032.00
	Disbursements	5,944.80
	Subject to 1500.	2,085.00
	Not subject to 1500.	3,947.00
	Remaining current 5-yr period	62,415.00

not subject to \$1500/lot limitation



**Department of Public Works - Engineering Division**

*Kevin C. King, P.E., Director*

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

**DISTRICT SUPPORT GRANT MEMORANDUM**

**FROM:** Kevin C. King, P.E., Public Works Executive Director  
**TO:** Board of County Commissioners  
**SUBJECT:** District Support Grant Application From: Bennor Estates  
**DATE:** 3/31/2020

Bennor Estates has submitted a District Support Grant application in the amount of \$1,700  
for application of 8000 gallons of mag chloride on their District Roads

<b>Grant Type and Priority</b>	<b>Gravel Road, Priority 6</b>
--------------------------------	--------------------------------

<b>Costs and Eligibility</b>	
Total Estimated Project Cost:	<u>\$6,800</u>
Total Number of District Lots:	46
Total allowable grant over a 5-yr period:	46 lots @ \$1,500 \$ 69,000
Total amount of Grants approved over current 5-yr period:	\$ 23,027
Total amount not subject to \$1500/lot limitation	\$ -
Remaining Grant eligibility this current 5-yr period:	\$ 45,973
Current Fiscal Year Awards	\$ - O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000 O.K.

**Compliance**  
Bennor Estates District is in compliance with the elections office per a 3/23/2020  
memo from the Elections Coordinator.

**Analysis**  
Gravel Road, Priority 6  
(PR-6) 50% up to \$50,000 drainage, 33% up to \$50,000 connecting roads, 25% up to \$50,000 gravel

%	Total	Grant	Item
100		\$ -	
50	\$ -	\$ -	
33		\$ -	
25	\$ 6,800	\$ 1,700	
<b>Totals</b>	<b>\$ 6,800</b>	<b>\$ 1,700</b>	

<b>Quotes Received</b>		<b>Funding History</b>	
	Company	Total	
1	Dustbusters	\$ 6,800	5 year \$23,027
2			10 year \$49,645
3			

Dustbusters is the only company supplying mag chloride at this time

**Recommendation**  
I recommend the Board approve the District Support Grant request from Bennor Estates  
Improvement and Service District in an amount not to exceed \$ 1,700  
for application of 8000 gallons of mag chloride on their District Roads

Board Approval?	\$	Date Approved
-----------------	----	---------------



**DISTRICT SUPPORT GRANT APPLICATION**

District Name: Bennor Estates ISD Requested Amount: \$1,700.00

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

Applicant is requesting financial assistance for connection to regional water? Yes  No

Is the project anticipated to be complete in the next 18 months? Yes  No

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)  
Mag chloride all roads in the District.

7,690 gallons used in 2019 X \$.85 per gallon = \$6,536.50 / Estimating 8,000 gallons for this grant application in case more dust control product is needed. 8,000 X .85 = \$6,800

Total project cost (estimated) (itemize on separate sheet: \$6,800.00

Projected start date: 04/01/20 Projected completion date: 08/31/20

Briefly describe why the project is needed:  
The mag chloride / dust control keeps the dust down.

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~~ 46 KCK

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) \$ 918,490.00

Current Indebtedness \$ 20,315.00

Current Income statement and balance sheet \$ 108,637.80

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)

Lynne Gray dk

Title: President

Attest:

Lacie Balcerment  
Secretary dk

Bennor Estates Impr. & Service District  
**Balance Sheet**  
As of March 17, 2020

	<u>Mar 17, 20</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Bond Fund (First National Bank)	1,274.43
First Nat'l Bank - Road/Savings	49,411.58
First Nat'l Bank - Water/Checki	2,640.97
Reserve Fund (First Nat'l)	55,310.82
Total Checking/Savings	<u>108,637.80</u>
Accounts Receivable	
Accounts receivable	41,222.48
Total Accounts Receivable	<u>41,222.48</u>
Total Current Assets	149,860.28
Fixed Assets	
Regional line	35,331.25
Water System	170,000.00
Total Fixed Assets	<u>205,331.25</u>
<b>TOTAL ASSETS</b>	<b><u><u>355,191.53</u></u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Long Term Liabilities	
Bond 2011 (Kaiser and Company)	20,315.00
Total Long Term Liabilities	<u>20,315.00</u>
Total Liabilities	20,315.00
Equity	
Unrestrict (retained earnings)	287,462.34
Net Income	47,414.19
Total Equity	<u>334,876.53</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>355,191.53</u></u></b>

## 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		
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Danielle (rock) / Blade & mag chloride all roads	2590	24	3" (not compacted)	6794	24					

Contractor Name/Address:	<b>Dustbusters Inc.</b>
--------------------------	-------------------------

CONTRACTOR PRICING				
Check if Apply	Surfacing	Tons	\$/Ton *	Total \$
	Limestone (J, W, L)			
	Scoria (2" max)			
X	Crushed Concrete / Asphalt Blend (50/50)			
	Crushed Asphalt			
	Other (Specify)			
<b>Surfacing Subtotal</b>				

\*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

Check if Apply	Blading	Hrs	\$/Hr *	Total \$
X	Crowning/Surfacing			
	Water Truck			
<b>Blading Subtotal</b>				

\* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches

Check if Apply	Drainage	LF	\$/LF *	Total \$
	Install 12" culvert			
	Install 18" culvert			
	Install 24" culvert			
	Cut Ditches			
<b>Drainage Subtotal</b>				

\* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$
X	Mag Chloride	8000	0.85	\$6,800
	Other (Specify)			
<b>Dust Control Subtotal</b>				
<b>Total Cost Estimate</b>				<b>\$6,800</b>

\* includes product and application of product to roadway

hlcathey@collinscom.net

---

**From:** ecprete@gmail.com  
**Sent:** Monday, March 2, 2020 2:20 PM  
**To:** hlcathey@collinscom.net  
**Subject:** RE: FW: MEANS CARTER AND NORTH HANNUM MAG CHLORIDE  
**Attachments:** Mag Chloride Application Chart Gillette.docx

Helennane,

Most of the subdivision roads that we treat are only 18-20 feet wide. I don't think there are any that we apply at 24 feet wide.

At 18 to 20 feet wide, the road will require about 6,000 gallons per mile at a full application rate of .5 gallons per square yard. Some roads may have some residual built up from previous year's treatments and subsequently may get by with a lesser application rate---.4 gallons / yard. The roads would have to be looked at to determine if they could get by with a lesser application rate.

Pricing for the 2020 season is \$.85 per gallon. Call me if you have any questions.

Craig Prete  
President  
Dustbusters, Inc

Sent from Mail for Windows 10

**From:** hlcathey@collinscom.net  
**Sent:** Thursday, February 27, 2020 2:47 PM  
**To:** craig@dustbustersinc.com  
**Subject:** FW: MEANS CARTER AND NORTH HANNUM MAG CHLORIDE

Last yr 7690 x .85 = \$6536.50  
Estimated 8000 gal x .85 = \$6,800 est.

Good afternoon –

The Means, Carter & North Hannum ISD will be applying dust control to their roads again this year – could you provide a bid on the attached form?

Dustbusters has done their dust control for several years.

Thank you!

Helennane Cathey  
Cathey Consulting, LLC  
PO Box 471  
400 South Gillette Avenue, Suite 106  
(K2 Technologies Building - office entrance is on 4<sup>th</sup> Street across from Arrow Printing)  
Gillette, WY 82717  
307-685-8235 (phone)  
307-682-1187 (fax)  
[hlcathey@collinscom.net](mailto:hlcathey@collinscom.net)

**DUSTBUSTERS, INC.**

PO Box 15  
 Evanston, WY 82931-0015  
 Fed ID #83-0286499

Date	Invoice #
8/9/2019	60258

Sold To:

Bennor Estates Impr. & Service District  
 PO Box 2544  
 Gillette, WY 82717

Ship To:

West of Gillette

Purchase Order #	Terms
	Net 30

Item	Description	Quantity	Unit Price	Amount
DG/Mag	Dustgard (per gallon) Reference #RW 18691 Delivered & applied 07-23-19	7,690	0.84	6,459.60
			<b>Total</b>	\$6,459.60

*KD*  
*CE*

Phone #	Fax #
307-789-3878	307-789-3888

**hlcathey@collinscom.net**

---

**From:** lynne gray <lynnegrays94@hotmail.com>  
**Sent:** Monday, March 23, 2020 9:18 AM  
**To:** hlcathey@collinscom.net  
**Subject:** Re: PLEASE EMAIL APPROVAL

Please submit the application it looks accurate to me. Thank you,

Lynne Gray

On Mar 23, 2020, at 9:17 AM, "hlcathey@collinscom.net" <hlcathey@collinscom.net> wrote:

Lynne and Katie –

If you could e-mail me your approval of the grant application for the dust control for Bennor Estates for the County grant application, I will sign your names with my initials, attach your e-mails and e-mail the grant application to Public Works at the County. They have indicated that this would be acceptable. The courthouse is closing to the public. My office is also closed to walk-ins.

Please e-mail your approval as soon as possible, so I can submit your grant application.

*Helenanne Cathey  
Cathey Consulting, LLC  
PO Box 471  
400 South Gillette Avenue, Suite 106  
(K2 Technologies Building - office entrance is on 4<sup>th</sup> Street across from Arrow Printing)  
Gillette, WY 82717  
307-685-8235 (phone)  
307-682-1187 (fax)  
[hlcathey@collinscom.net](mailto:hlcathey@collinscom.net)  
[www.catheyconsulting.net](http://www.catheyconsulting.net)*

<DistrictSupportGrant\_Bennor\_DustControl2020.doc>

**hlcathey@collinscom.net**

---

**From:** Kate Heins <kateheins33@gmail.com>  
**Sent:** Monday, March 23, 2020 9:27 AM  
**To:** hlcathey@collinscom.net  
**Subject:** Re: PLEASE EMAIL APPROVAL

I approve the purposes. Looks good, thank you.  
Kate Balamut

Sent from my iPhone

On Mar 23, 2020, at 9:17 AM, hlcathey@collinscom.net wrote:

Lynne and Katie –

If you could e-mail me your approval of the grant application for the dust control for Bennor Estates for the County grant application, I will sign your names with my initials, attach your e-mails and e-mail the grant application to Public Works at the County. They have indicated that this would be acceptable. The courthouse is closing to the public. My office is also closed to walk-ins.

Please e-mail your approval as soon as possible, so I can submit your grant application.

*Helenanne Cathey  
Cathey Consulting, LLC  
PO Box 471  
400 South Gillette Avenue, Suite 106  
(K2 Technologies Building - office entrance is on 4<sup>th</sup> Street across from Arrow Printing)  
Gillette, WY 82717  
307-685-8235 (phone)  
307-682-1187 (fax)  
[hlcathey@collinscom.net](mailto:hlcathey@collinscom.net)  
[www.catheyconsulting.net](http://www.catheyconsulting.net)*

<DistrictSupportGrant\_Bennor\_DustControl2020.doc>



Office of  
**COUNTY CLERK**

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010  
Phone: 307.682.7285 • Fax: 307.687.6455

March 23, 2020

To: Helenanne Cathey

RE: Benmor Estates Improvement and Service District

The compliance requirements below have been met by the Benmor Estates Improvement and Service District. Having met the requirements, Benmor Estates Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 04/30/2019

Final Budget – 07/17/2019

Public Records – 07/19/2019

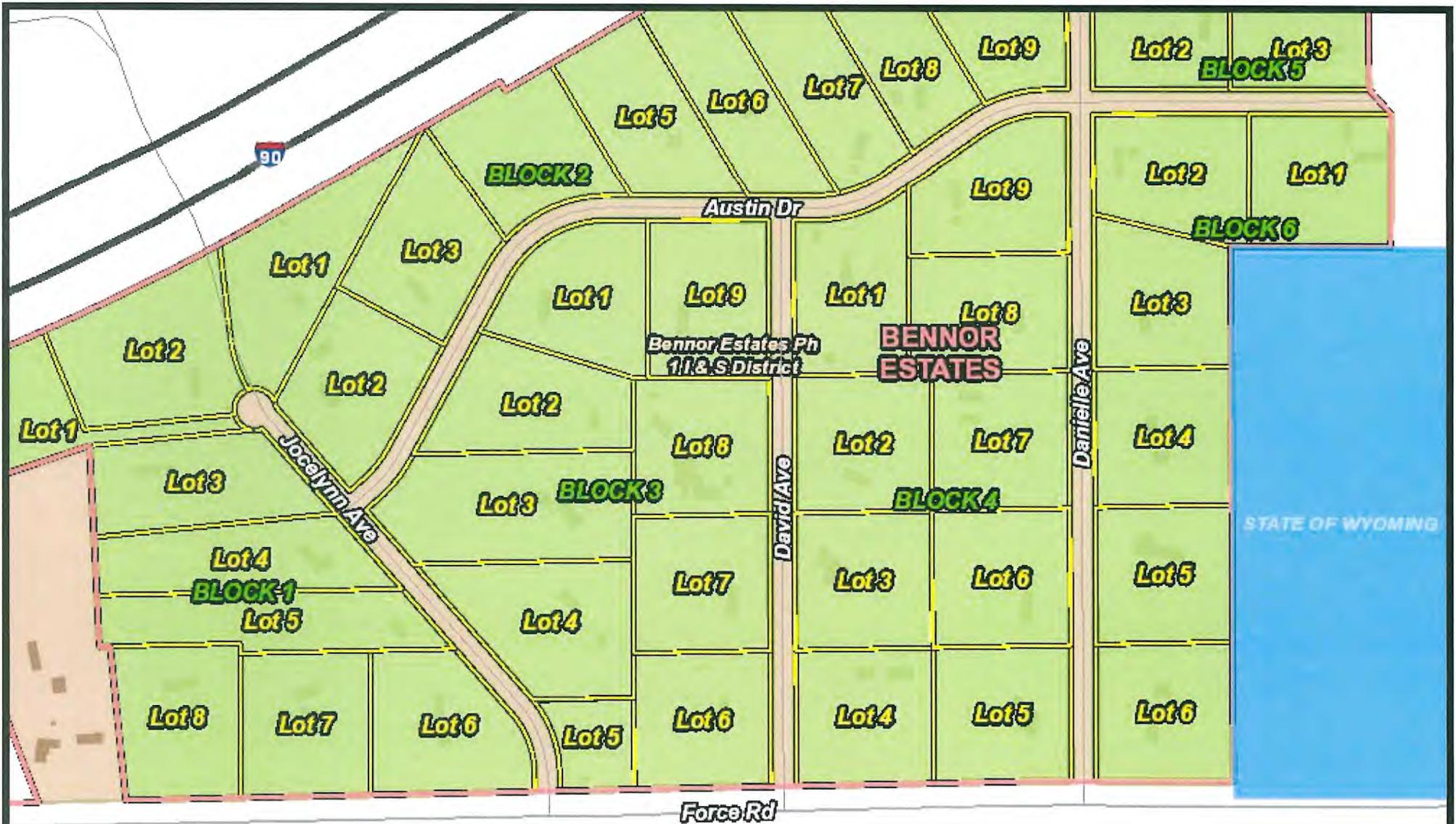
Map - YES

Department of Audit - YES

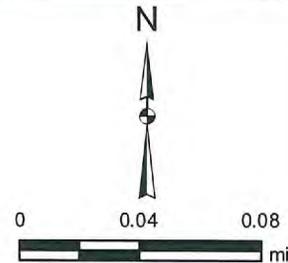
Department of Revenue - YES

Sincerely,

Charity D. Stewart  
Elections Coordinator



Date: 3/23/2020  
Time: 2:34:52 PM



CAMPBELL COUNTY, WYOMING

DEPARTMENT  
OF PUBLIC WORKS

500 S. Gillette Ave. Gillette, Wyoming 82716  
Phone # 307 685-8061  
Fax # 307 687-6349

Bennor Estates I & S District  
020.7085.47

Date	Description	Awards	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6 25%	Priority 6 33%	Priority 6 50%	Priority 7	Priority 8	Disbursement	Balance
9/21/2010	DSG 47-1 Video Log Bennor Well #1	2,084.25				2,084.25							\$ 2,084.25	0.00
1/18/2011	DSG 47-2 Well #1 Rehab	4,176.08				4,176.08								4,176.08
1/19/2011	Request 1 - Final												\$ 4,176.08	0.00
5/3/2011	DSG 47-3 Engineering & Grant Apps	7,500.00		7,500.00										7,500.00
8/25/2011	DSG 47-3 Req 1 Final												\$ 6,014.78	1,485.22
12/20/2011	DSG 2011-3 Radio Read Meters	2,250.00			2,250.00									2,250.00
3/28/2012	DSG 2011-03 Pay Req 1 Final												\$ 2,250.00	0.00
3/5/2013	DSG 2012.18 Road Maintenance	3,557.00						3,557.00						3,557.00
7/16/2013	DSG 2012.18 Pay Req 1 Final												\$ 3,557.00	0.00
4/1/2014	DSG 2013.17 David Street Maint.	7,051.00						6,176.00		875.00				7,051.00
11/12/2014	DSG 2013.17 Pay Req 1-Final												\$ 6,964.69	86.31
5/5/2015	DSG 2014.29-Mag Chloride	2,082.00						2,082.00						2,082.00
8/18/2015	Pay Req 1-Final												\$ 1,554.20	527.80
4/4/2017	DSG 2016.15 Road Maintenance	5,676.00						5,676.00						5,676.00
6/30/2017	Pay Req 1-Final												\$ 5,443.55	232.45
4/17/2018	DSG 2017.13 Road Maintenance	6,160.00						6,160.00						6,160.00
6/30/2018	Pay Req 1-Final												\$ 5,276.46	883.54
4/2/2019	DSG 2018.15-Road Maintenance	9,109.00						9,109.00						9,109.00
6/30/2019	Pay Req 1												\$ 6,886.92	2,222.08
8/20/2019	Pay Req 2-Final												\$ 1,614.90	607.18

5 Year Totals 23,027.00 - - - - - 23,027.00 - - - - - 20,776.03  
10 Year Totals 49,645.33

46 lots	Eligible	69,000.00
	Awards	23,027.00
	Disbursements	20,776.03
	Subject to 1500.	23,027.00
	Not subject to 1500.	0.00
	Remaining current 5-yr period	45,973.00

not subject to \$1500/lot limitation



**Department of Public Works - Engineering Division**

*Kevin C. King, P.E., Director*

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

**DISTRICT SUPPORT GRANT MEMORANDUM**

**FROM:** Kevin C. King, P.E., Public Works Executive Director  
**TO:** Board of County Commissioners  
**SUBJECT:** District Support Grant Application From: Box N Ranch Road I&S  
**DATE:** 3/21/2020

Box N Ranch Road I&S has submitted a District Support Grant application in the amount of \$2,411 for application of 320 tons of Limestone J-Base to 800' of Box N Ranch Road. Project will also involve grading of the road, and application of water if moisture in the surfacing is not sufficient

**Grant Type and Priority** Gravel Road, Priority 6

**Costs and Eligibility**

Total Estimated Project Cost:	<u>\$9,643</u>			
Total Number of District Lots:	13			
Total allowable grant over a 5-yr period:	13	lots	@	\$1,500 \$ 19,500
Total amount of Grants approved over current 5-yr period:				\$ 10,767
Total amount not subject to \$1500/lot limitation				\$ -
Remaining Grant eligibility this current 5-yr period:				\$ 8,733
Current Fiscal Year Awards	\$ -			O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000			O.K.

**Compliance**

Box N Ranch Road I&S District is in compliance with the elections office per a 3/23/2020 memo from the Elections Coordinator.

**Analysis**

Gravel Road, Priority 6  
 (PR-4) 25% not funded by other grants, up to \$50,000

%	Total	Grant	Item
100		\$ -	
50	\$ -	\$ -	
33		\$ -	
25	\$ 9,643	\$ 2,411	
<b>Totals</b>	<b>\$ 9,643</b>	<b>\$ 2,411</b>	

**Quotes Received**

	Company	Total
1	Earthwork Solutions	\$ 9,643
2	Melgaard Construction	\$ 12,700
3		
Only two bidders responded		

**Funding History**

5 year	\$10,767
10 year	\$17,625

**Recommendation**

I recommend the Board approve the District Support Grant request from Box N Ranch Road I&S Improvement and Service District in an amount not to exceed \$ 2,411 for application of 320 tons of Limestone J-Base to 800' of Box N Ranch Road. Project will also involve grading of the road, and application of water if moisture in the surfacing is not sufficient

Board Approval? \$ \_\_\_\_\_ Date Approved \_\_\_\_\_



**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 starting near the top of the hill near 65 Box N Ranch 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 15, 2020 Projected completion date: July 31, 2020

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.

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

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) \$ 247,085

Current Indebtedness \$ 0.00

Current Income statement and balance sheet \$ 10,357.65

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,

*Thomas A. D.*

(SEAL)

Title: *President*

Attest:

*Jamie Bientner*  
Secretary *vice President*

10:03 AM

Box N Ranch Road Improvement & Service District

03/23/20

Balance Sheet

Accrual Basis

As of March 23, 2020

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	<u>Mar 23, 20</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
First National Bank Checking	10,357.65
Total Checking/Savings	<u>10,357.65</u>
Accounts Receivable	
Accounts Receivable	4,290.00
Total Accounts Receivable	<u>4,290.00</u>
Total Current Assets	<u>14,647.65</u>
<b>TOTAL ASSETS</b>	<u><u>14,647.65</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Unrestricted Net Assets	7,446.15
Net Income	7,201.50
Total Equity	<u>14,647.65</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>14,647.65</u></u>

Earth Work Solutions

### District Support Grant Roadway Cost Estimate Template

ROADWAY PROJECT INFORMATION										
District:	Box N Ranch Road ISD								Submit one form for each road	
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Box N Ranch Road	800	24	3	5200	24					

CONTRACTOR PRICING					
Check if Apply	Surfacing	Tons	\$/Ton *	Total \$	*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
X	Limestone (J, W, L)	320	\$26.15	\$8,368	
	Scoria (2" max)				
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
Surfacing Subtotal					
Check if Apply	Blading	Hrs	\$/Hr *	Total \$	* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
X	Crowning/Surfacing	5	\$115.00	\$575	
	Water Truck	5 (as need)	\$140.00	\$700	
Blading Subtotal					
Check if Apply	Drainage	LF	\$/LF *	Total \$	* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 12" culvert				
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
Drainage Subtotal					
Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	* includes product and application of product to roadway
	Mag Chloride				
	Other (Specify)				
Dust Control Subtotal					
Total Cost Estimate					

Total: 9643

*Melgaard Court*  
 District Support Grant Roadway Cost Estimate Template

*722 Sinclair Ave. Dillett WY 82718*

*Curt Suther*

ROADWAY PROJECT INFORMATION										
District	Box N Ranch Road ISD								Submit one form for each road	
Road Name	Surfacing			Blading		Drainage/Ditch			Dust Control	
	Len (Ft)	Wid (Ft)	Thick (In)	Len (Ft)	Wid (Ft)	Len (Ft)	Deep (Ft)	Culverts?	Len (Ft)	Wid (Ft)
Box N Ranch Road	800	24	3	5200	24					

**CONTRACTOR PRICING**

Check if Apply	Surfacing	Tons	\$/Ton *	Total \$	
X	Limestone (J, W, L)	320	27.50	8800	*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
	Scoria (2" max)				
	Crushed Concrete				
	Crushed Asphalt				
	Other (Specify)				
Surfacing Subtotal					

Check if Apply	Blading	Hrs	\$/Hr *	Total \$	
X	Crowning/Surfacing	13	300	3900	* includes cost of water and application of water to road surface. May also include blading shoulders for drainage to ditches
	Water Truck				
Blading Subtotal					<i>Incl. water &amp; roller</i>

Check if Apply	Drainage	LF	\$/LF *	Total \$	
	Install 12" culvert				* includes materials and installation of culverts. For ditches, cost includes cutting ditches, disposing of excess material if applicable, and any erosion protection measures necessary
	Install 18" culvert				
	Install 24" culvert				
	Cut Ditches				
Drainage Subtotal					

Check if Apply	Dust Control	Gallons	\$/Gallon *	Total \$	
	Mag Chloride				* includes product and application of product to roadway
	Other (Specify)				
Dust Control Subtotal					
Total Cost Estimate					12700





Office of  
**COUNTY CLERK**

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, Wyoming 82717-3010  
Phone: 307.682.7285 • Fax: 307.687.6455

March 23, 2020

To: Helenanne Cathey  
RE: Box N Ranch Road Improvement and Service District

The compliance requirements below have been met by the 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 – 04/30/2019

Final Budget – 07/17/2019

Public Records – 07/19/2019

Map - YES

Department of Audit - YES

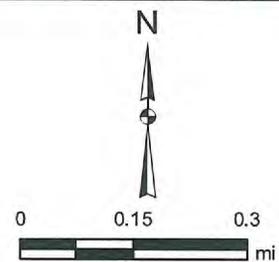
Department of Revenue - YES

Sincerely,

Charity D. Stewart  
Elections Coordinator



Date: 3/27/2020  
Time: 8:59:57 AM



CAMPBELL COUNTY, WYOMING

DEPARTMENT  
OF PUBLIC WORKS

500 S. Gillette Ave. Gillette, Wyoming 82716  
Phone # 307 685-8061  
Fax # 307 687-6349

Box N Road I & S District  
020.7085.52

Date	Description	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6	Priority 6	Priority 6	Priority 7	Priority 8	Disbursement	Balance
								25%	33%	50%				
9/5/2012	DSG 2012.08 District Formation	4,500.00	4,500.00											4,500.00
9/6/2012	Payment request 1												2,794.64	1,705.36
9/28/2012	Payment request 2												534.44	1,170.92
10/22/2012	Payment request 3												650.00	520.92
1/14/2013	Payment request 4-final												520.92	0.00
11/20/2012	DSG 2012.16 Scoria	500.00						500.00						500.00
1/14/2013	Payment request 1-final												500.00	0.00
5/7/2013	DSG 2012.27 Scoria	567.00						567.00						567.00
6/17/2013	Payment request 1-final												567.00	0.00
5/6/2014	DSG 2013.16 Road Maintenance	1,291.00						1,291.00						1,291.00
6/23/2014	Payment request 1-final												1,174.88	116.12
4/7/2015	DSG 2014.16 Scoria	1,806.00						1,806.00						1,806.00
7/21/2015	Pay req 1-Final												1,525.13	280.87
4/5/2016	DSG 2015.26 Scoria	2,000.00						2,000.00						2,000.00
7/12/2016	Pay req 1-Final												1,732.50	267.50
4/18/2017	DSG 2016.22 Road Maintenance	2,000.00						2,000.00						2,000.00
5/7/2017	Pay req 1-Final												1,870.88	129.12
2/20/2018	DSG 2017.10 Road Maintenance	2,550.00						2,550.00						2,550.00
5/15/2018	Pay req 1-Final												2,144.04	405.96
4/2/2019	DSG 2018.14-Road Maintenance	2,411.00						2,411.00						2,411.00
5/20/2019	Pay req 1-Final												2,120.76	290.24

5 yr totals	10,767.00	0.00	0.00	0.00	0.00	0.00	0.00	10,767.00	0.00	0.00	0.00	0.00	7,272.55
10yr totals	17,625.00												

13 lots	Eligible	19,500.00
	Awards	10,767.00
	Disbursements	7,272.55
	Subject to 1500.	10,767.00
	Not subject to 1500.	0.00
	Remaining current 5-yr period	8,733.00

not subject to \$1500/lot limitation  
picked up 1% sign

The following page(s) contain the backup material for Agenda Item: [10:00 Compensation Review Recommendations](#)



## MEMORANDUM

... from H.R./Risk Management

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**TO:** Board of Campbell County Commissioners  
DG Reardon, Chairman  
Bob Maul  
Del Shelstad  
Rusty Bell  
Colleen Faber

**FROM:** Brandy Elder   
Executive Director of Human Resources & Risk Management

**DATE:** April 7th, 2020

**SUBJECT:** Compensation Review for Campbell County

On October 11<sup>th</sup>, 2019 Segal Waters presented the final Compensation Study Report to the Campbell County Commissioners, at the time of presentation the Campbell County pay grades were 94% of market and benefits practices were an average of 125%. Campbell County lead the market on our benefit contributions, our intention has always been to provide the best benefits possible to our employees and utilize them as a recruiting and retention tool.

Segal Waters recommends condensing the number of pay grades from 24 different grades to 15 grades. The adjustment of grades will align benchmarked positions to others studied. The realignment of positions to recommended grades will reduce the number of employees currently at the maximum of the current paygrade from 119 to 11, reducing the number of lump sum payments if a merit increase is given in the next few years.

Employees not currently being paid at the minimum of the suggested grade would need an adjustment to that wage. For the County Employees, there would be 32 (thirty-two) wage adjustments totaling \$92,022.37. For Cam-Plex 10 (ten) wage adjustments would be made totaling \$23,295.95.

Grade recommendations, comparisons, and recommended titles are attached.

I recommend that Campbell County implement the recommended pay grades and job titling provided to us through the Segal Waters compensation study effective July 1<sup>st</sup>, 2020.

Market Grade	Current Job Title	Segal Recommended Job Title
101	Bus Assistant	Bus Assistant
101	Childcare Aide	Childcare Aide
101	Custodian I	Custodian I
101	Food Services Worker	Food Services Worker
101	Library Page	Library Page
102	Administrative Assistant II	Treatment Court Assistant
102	Custodian II	Custodian II
102	Drug Court Assistant	Drug Court Assistant
102	Recreation Desk Assistant I	Recreation Desk Coordinator
102	Recreation Desk Assistant II	Recreation Desk Coordinator
103	Deputy County Clerk I	Deputy County Clerk I
103	Deputy County Treasurer I	Deputy Treasurer I
103	Deputy District Court Clerk I	Deputy District Court Clerk I
103	Event Custodian	Event Custodian
103	Instructional Assistant I	Instructional Assistant
103	Instructional Assistant II	Instructional Assistant
104	Administrative Assistant I	Administrative Assistant
104	Administrative Assistant II	Administrative Assistant
104	Administrative Assistant II	Administrative Assistant
104	Animal Control Officer I	Animal Control Officer
104	Bus Driver I	Bus Driver
104	Bus Driver II	Bus Driver
104	Custodian, Senior	Custodian, Senior
104	Equipment Operator, Light	Recycling Center Technician
104	Event Custodian, Senior	Event Custodian, Senior
104	Library Generalist	Library Generalist
104	Lifeguard, Senior	Lifeguard, Senior
104	Museum Assistant	Museum Assistant
104	Outreach Services Specialist	Outreach Services Specialist
104	WIC Office Specialist	WIC Specialist
105	Administrative Assistant III	Financial Technician
105	Airport Operations Technician I	Airport Operations Technician I
105	Animal Control Officer II	Animal Control Officer, Senior
105	Animal Control Supervisor	Animal Control Officer, Senior
105	Deputy County Clerk II	Deputy County Clerk II
105	Deputy County Treasurer II	Deputy Treasurer II
105	Deputy District Court Clerk II	Deputy District Court Clerk II
105	Equipment Operator I	Equipment Operator
105	Equipment Operator II	Equipment Operator
105	Food Services Supervisor	Food Services Supervisor
105	Instructional Assistant III	Instructional Assistant, Senior
105	Recreation Desk Supervisor	Recreation Desk Supervisor
106	Accounts Payable Clerk	Accounting Specialist
106	Administrative Assistant III	Administrative Assistant, Senior
106	Administrative Assistant III	Financial Specialist
106	Administrative/Financial Specialist	Financial Specialist
106	Appraiser II	Appraiser
106	Branch Services Specialist	Branch Services Specialist

Market Grade	Current Job Title	Segal Recommended Job Title
106	Circulation Services Specialist	Circulation Services Specialist
106	Deputy County Clerk III	Deputy County Clerk III
106	Deputy County Treasurer III	Deputy Treasurer III
106	Deputy District Court Clerk III	Deputy District Court Clerk III
106	Event Technician	Event Technician
106	Facilities Coordinator	Facilities Coordinator
106	Fire Inspector	Fire Inspector
106	Legal Secretary I	Legal Assistant
106	Legal Secretary II	Legal Assistant
106	Maintenance Technician II	Maintenance Technician
106	Technical Services Specialist	Technical Services Specialist
106	Ticket Office Personnel	Box Office Personnel
106	Treatment Court Technician	Treatment Court Technician
106	Youth Services Specialist	Youth Services Specialist
106	Sales Manager	Sales Manager
107	Adult Program Coordinator	Adult Program Coordinator
107	Building Inspector	Building Inspector
107	Communications Technician I	Communications Technician
107	Communications Technician II	Communications Technician
107	Community Prevention Specialist	Community Prevention Specialist
107	Community Service Supervisor	Community Service Supervisor
107	Deputy County Clerk, Senior	Deputy County Clerk, Senior
107	Deputy District Court Clerk, Senior	Deputy District Court Clerk, Senior
107	Education Coordinator	Museum Educator
107	Equipment Operator III	Equipment Operator, Senior
107	Event Custodial Supervisor	Event Custodial Supervisor
107	Event Technician Supervisor	Event Technician Supervisor
107	Grants Specialist	Grants Specialist
107	Juvenile Diversion Officer	Juvenile Diversion Officer
107	Legal Secretary III	Legal Assistant, Senior
107	Licensed Practical Nurse	Licensed Practical Nurse
107	Maintenance Supervisor	Custodial Supervisor
107	Marketing Coordinator	Marketing Coordinator
107	Mechanic II	Mechanic
107	Parks Maintenance Technician	Parks Maintenance Technician
107	Payroll Specialist	Payroll Specialist
107	Reference Services Specialist	Reference Services Specialist
107	Victim/Witness Coordinator	Victim/Witness Coordinator
107	WIC Nurse	WIC Nurse/Nutritionist
107	Youth Services Coordinator	Youth Services Coordinator
107	Ticket Office Supervisor	Box Office Manager
108	Administrative Assistant, Senior	Administrative Coordinator
108	Administrative Assistant, Senior	Financial Specialist, Senior
108	Air Traffic Controller	Air Traffic Controller
108	Airport Operations Technician II	Airport Operations Technician II
108	Arts in Education Facilitator	Performing Arts Manager
108	Civil Process Specialist	Administrative Coordinator
108	Communications Technician III	Communications Technician, Senior
108	County Fair Coordinator	County Fair Coordinator
108	Drug Court Case Manager	Adult Treatment Court Case Manager

Market Grade	Current Job Title	Segal Recommended Job Title
108	Early Childhood Instructor	Early Childhood Instructor
108	Early Head Start Home Visitor	Early Head Start Home Visitor
108	Early Intervention Instructor	Early Childhood Special Education Instructor
108	Event Coordinator	Sports Tourism Sales Coordinator
108	Financial Specialist	Financial Specialist, Senior
108	Financial Specialist, Senior	Financial Specialist, Senior
108	Administrative Assistant, Senior	Office Manager
108	Grounds Maintenance Supervisor	Grounds Maintenance Supervisor
108	Horticulture Program Coordinator	Horticulture Program Coordinator
108	Infant Education Instructor	Infant Education Instructor
108	Information Tech Specialist	Information Technology Specialist
108	Juvenile Probation Officer	Juvenile Probation Officer
108	Juvenile Probation Officer, Intensive Sup	Juvenile Probation Officer, Intensive Supervision
108	Maintenance Technician III	Maintenance Technician, Senior
108	Maintenance Technician, Senior	Maintenance Technician, Senior
108	Mechanic III	Mechanic, Senior
108	Recycling Center Supervisor	Recycling Center Supervisor
108	Technical Director, Assistant	Technical Manager, CAM-PLEX
108	Sales Manager, Senior	Sales Manager, Senior
109	Appraiser III	Appraiser, Senior
109	Building Inspector, Senior (or Electrical In	Building Inspector, Senior
109	Early Intervention Inclusion Supervisor	Early Childhood Special Education Supervisor
109	Electrical Inspector, Senior	Building Inspector, Senior
109	Emergency Management Coordinator	Emergency Management Coordinator
109	Engineering Technician	Engineering Technician
109	Financial Specialist, Senior	Financial Analyst
109	Financial Specialist, Senior	Financial Services Manager
109	GIS Specialist	GIS Specialist
109	Golf Course Supervisor	Golf Course Supervisor
109	HR/Benefit Specialist	HR/Risk Management Generalist
109	HR/Risk Management Generalist	HR/Risk Management Generalist
109	HR/Risk Management Specialist	HR/Risk Management Generalist
109	Human Resources Analyst	Office Manager
109	Ice Arena Supervisor	Ice Arena Supervisor
109	Information Services Supervisor	Information Technology Services Supervisor
109	Juvenile Diversion Officer, Senior	Juvenile Diversion Officer, Senior
109	Juvenile Probation Officer, Senior	Juvenile Probation Officer, Senior
109	Public Health Nurse	Public Health Nurse
109	Public Health Response Coordinator	Public Health Response Coordinator
109	Public Information Coordinator	Public Information Coordinator
110	Airport Operations Officer	Airport Operations Officer
110	Aquatics, Assistant Manager	Aquatics Supervisor
110	Building & Grounds Maintenance Superi	Facility Supervisor
110	Building & Grounds Maintenance Superv	Facility Supervisor
110	Communications Supervisor	Communications Supervisor
110	Correctional Health Nurse	Correctional Health Nurse
110	Elections Coordinator	Elections Coordinator
110	Engineer I	Engineer
110	Engineer II	Engineer
110	Equipment Maintenance Supervisor	Equipment Maintenance Supervisor

Market Grade	Current Job Title	Segal Recommended Job Title
110	Fire Marshal	Fire Marshal
110	Landfill Supervisor	Landfill Supervisor
110	Library Manager	Library Manager
110	Maintenance Supervisor	Equipment Maintenance Supervisor
110	Maintenance Technician IV	Maintenance Technician, Master
110	Maintenance Technician, Master	Maintenance Technician, Master
110	Parks Supervisor	Parks Supervisor
110	Public Health Nurse, Senior	Public Health Nurse, Senior
110	Recreation Program Supervisor	Recreation Program Supervisor
110	Registrar	Exhibitions and Collections Manager
110	Technical Director CAM-PLEX	Technical Director, CAM-PLEX
110	Weed & Pest Supervisor	Weed & Pest Supervisor
111	Accounting Manager	Accounting Manager
111	Aquatics, Manager	Aquatics Manager
111	Deputy Attorney, Entry	Deputy County Attorney, Entry
111	Deputy County Assessor, Chief	Chief Deputy Appraiser
111	Deputy County Clerk, Chief	Deputy County Clerk, Chief
111	Deputy County Treasurer, Chief	Deputy County Treasurer, Chief
111	Deputy District Court Clerk, Chief	Deputy District Court Clerk, Chief
111	Drug Court Coordinator	Treatment Court Coordinator
111	Early Childhood Coordinator	Early Childhood Manager
111	Early Head Start Coordinator	Early Head Start Manager
111	Fleet Manager	Fleet Manager
111	GIS Analyst	GIS Analyst
111	Librarian	Librarian
111	Maintenance Supervisor	Maintenance Supervisor
111	Programmer Analyst II	Programmer Analyst
111	System Support Analyst II	System Support Analyst
111	WIC Supervisor	WIC Supervisor
112	Building Code Official	Building Code Official
112	Comptroller	Comptroller
112	Comptroller	Director of Finance
112	Director, Rockpile Museum	Director, Rockpile Museum
112	Director, Weed & Pest	Director, Weed & Pest
112	Facilities Manager	Facilities Manager
112	Golf Course Superintendent	Golf Course Superintendent
112	Marketing Manager	Director of Marketing, CAM-PLEX
112	Network Support Analyst II	Network Support Analyst
112	Occupational Therapist	Occupational Therapist
112	Operations Manager	Director of Operations , CAM-PLEX
112	Operations Manager, Airport	Director of Operations, Airport
112	Parks Superintendent	Parks Superintendent
112	Physical Therapist	Physical Therapist
112	Planner/Zoning Administrator	Planner/Zoning Administrator
112	Programmer Analyst, Senior	Programmer Analyst, Senior
112	Public Health Nurse Supervisor	Public Health Nurse Manager
112	Recreation Superintendent	Recreation Superintendent
112	Speech Pathologist	Speech Pathologist
112	Surveyor, Chief	Surveyor, Chief
112	System Support Analyst, Senior	System Support Analyst, Senior

Market Grade	Current Job Title	Segal Recommended Job Title
113	Deputy Attorney	Deputy County Attorney
113	Early Intervention Coordinator	Early Childhood Special Education Manager
113	Engineer III	Engineer, Senior
113	Environmental Services Manager	Environmental Services Manager
113	Juvenile Probation Director	Director, Juvenile Probation
113	Lieutenant	Health Services Manager
113	Network Support Analyst, Senior	Network Support Analyst, Senior
113	Road & Bridge Superintendent	Road & Bridge Superintendent
114	County Health Officer	County Health Officer
114	Engineering Manager	Engineering Manager
114	Information Technology Services Manager	Information Technology Services Manager
114	Undersheriff	Undersheriff
EX	Deputy Attorney, Chief	Deputy County Attorney, Chief
EX	Director, Commissioners Admin	Executive Director, Administration
EX	Executive Director, Airport	Executive Director, Airport
EX	Executive Director, CC CDS	Executive Director, CC CDS
EX	Executive Director, Library	Executive Director, Library
EX	Executive Director, Parks & Recreation	Executive Director, Parks & Recreation
EX	Executive Director, Public Health	Executive Director, Public Health
EX	Executive Director, Public Works	Executive Director, Public Works
EX	Executive Director, Roads & Bridges	Executive Director, Roads & Bridges
EX	Fire Chief	Fire Chief
EX	General Manager CAM-PLEX	Executive Director, CAM-PLEX
EX	Human Resources/Risk Management Dir	Executive Director, Human Resources/Risk Management
SO1	Deputy Sheriff I	Deputy Sheriff
SO1	Deputy Sheriff II	Deputy Sheriff
SO1	Detention Officer I	Detention Officer
SO1	Detention Officer II	Detention Officer
SO2	Deputy Sheriff III	Deputy Sheriff, Senior
SO2	Detention Officer III	Detention Officer, Senior
SO3	Corporal	Corporal
SO3	Detention Corporal	Detention Corporal
SO4	Detention Sergeant	Detention Sergeant
SO4	Sergeant	Sergeant
SO5	Lieutenant	Lieutenant
SO6	Captain, Sheriff	Captain, Sheriff



## MEMORANDUM

... from H.R./Risk Management

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**TO:** Board of Campbell County Commissioners  
DG Reardon, Chairman  
Bob Maul  
Del Shelstad  
Rusty Bell  
Colleen Faber

**FROM:** Brandy Elder   
Executive Director of Human Resources & Risk Management

**DATE:** April 7<sup>th</sup>, 2020

**SUBJECT:** Compensation Review for Campbell County Fire Department

On October 11<sup>th</sup>, 2019 Segal Waters presented the final Compensation Study Report to the Campbell County Commissioners, the study did not gather data from comparable fire departments in the region. The departments studied did not have duties, responsibilities, or practices that are in line with our fire department. Since the final report was presented eight (8) departments throughout the region that are similarly situated in region, economic factors, and department expectations have been surveyed and studied. The outcome of this study was vastly different than what was originally presented.

Currently the Campbell County Fire Department (CCFD) is paying 61% of minimum compared to the 8 departments surveyed. My recommendation of a new Step Pay Program with comparable rates (below), will place the CCFD at 98% of minimum placing just below the industry average with other departments and will promote a stronger department for our community. In addition to the new program I would also recommend that certifications become incentivized by allowing \$50.00 per month for certifications not to exceed \$200.00 per month. This will encourage the achievement and maintaining critical certifications for the public safety personnel that are critical to our county.

I recommend the adoption of the new structure be effective July 1, 2020. These changes for the 2020/2021 year would create an approximate total for wages and benefits of \$2,116,845.43.

<b>Title</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6-</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Fire Fighter	FD1	\$50,037.68	\$51,288.62	\$53,885.11	\$53,885.11	\$55,232.24	\$56,613.04	\$58,028.37	\$59,479.08	\$60,966.05	\$62,490.21
Engineer - FD	FD2	\$63,830.79	\$65,426.56	\$68,738.78	\$68,738.78	\$70,457.25	\$72,218.68				
Fire Captain	FD3	\$72,458.89	\$74,270.36	\$78,030.30	\$78,030.30	\$79,981.06	\$81,980.58				
Fire Battalion Chief	FD4	\$82,374.61	\$84,433.98	\$88,708.45	\$88,708.45	\$90,926.16	\$93,199.31				
Fire Deputy Chief	FD5	\$94,099.61	\$96,452.10	\$98,863.40	\$101,334.99	\$103,868.36					

The following page(s) contain the backup material for Agenda Item: [10:05 Interagency Agreement, Office of the Secretary of State](#)

**INTERAGENCY AGREEMENT BETWEEN  
THE STATE OF WYOMING, OFFICE OF THE SECRETARY OF STATE  
AND  
CAMPBELL COUNTY**

1. **Parties.** The parties to this Interagency Agreement (Agreement) are the State of Wyoming, Office of the Secretary of State (State), whose address is: Herschler Building East, 122 W. 25<sup>th</sup> Street, Suites 100 and 101, Cheyenne, WY 82002, and Campbell County (County), whose address is: 500 South Gillette Avenue, Suite 1600, P.O. Box 3010, Gillette, WY 82716/82717.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to: a) set forth the responsibilities of the County regarding the purchase, testing, acceptance, safekeeping and ongoing maintenance of voting systems, Equipment, and Software required and funded by the State, and b) to transfer ownership and risk of loss for the voting systems, Equipment, and Software from the State to the County. The State entered into a contract dated March 4, 2020 (the "Contract") with Election Systems & Software, LLC (Contractor) whereby voting systems, equipment and software will be purchased for and delivered to the County. The Contract is incorporated into this Agreement by reference. The authority for purchase of the voting systems is provided by 2019 Wyoming Session Laws Chapter 9 and the Help America Vote Act (HAVA) of 2002.

The type and quantity of each hardware and software item to be purchased by the State for use in the County were requested and recommended for purchase by the County following discussions between the State, County, and Contractor. The voting equipment purchased by the State for the County meets HAVA requirements.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date) and shall remain in full force and effect until terminated in accordance with its terms.
  
4. **Payment.** No payment shall be made to either party by the other party under this Agreement.
  
5. **Responsibilities of State.** The State shall have the following responsibilities:
  - A. The State will pay for the purchase of Federal and State certified voting systems, related equipment, and services for the County, for expenses related to training on the proper use of the systems, for warranties of the system and maintenance of the equipment and software, to the extent stated in the Contract. The voting systems, equipment, and services are warranted by Contractor to have been tested and certified to the Voluntary Voting System Guidelines (VVSG) provided by the federal Elections Assistance Commission (EAC), warranted to meet the requirements of HAVA for future federal elections, and acknowledged to have been tested and certified under standards separately adopted and implemented in various states for use in future elections in those states. The State shall ensure that the

Contractor will also verify to the State and County that each piece of Equipment and Software delivered to the County will function properly according to the terms provided in the Contract.

- B. The State shall transfer, and the County shall own and hold title to, all Equipment and voting systems purchased for the County under the Contract. The transfer of ownership is effective when the voting systems and Equipment are delivered to County's designated location and accepted, in writing, upon visual inspection within twenty-four (24) hours after delivery.

**6. Responsibilities of County.** The County shall have the following responsibilities:

- A. Provide information and assistance as necessary to enable Contractor to meet its responsibilities under the Contract with the State. The County shall:
  - (i) Prepare old equipment for pick-up which may include boxing up equipment, palletizing equipment, etc.;
  - (ii) Visually inspect and sign-off on delivery of Equipment and Election Management System within twenty-four (24) hours of delivery;
  - (iii) Perform acceptance testing in accordance with the acceptance testing procedures provided to the County by the State, which shall be held in strict confidence, and notify the State of any deficiencies;
  - (iv) Participate in Equipment and Election Management System training;
  - (v) Perform logic and accuracy testing; and
  - (vi) Perform public accuracy testing.
- B. Identify a single point of contact within the County, designated as the County Project Representative.
- C. To assume ownership of the voting systems and Equipment provided to the County under this Agreement and the Contract, to the same extent that the County has responsibility for existing voting systems and equipment purchased by the County; to insure the voting systems and equipment; and to assume responsibility for the proper handling, storage, future operation, and future replacement of the voting systems and equipment.
- D. To assume financial and other responsibility for all maintenance services, warranties, operational services, equipment and software upgrades, including the annual Contractor Software License, Maintenance and Support Services fees, following expiration of those services purchased by the State on behalf of the County under the Contract, beginning July 1, 2021.
- E. To verify, on forms provided by the State, that the Equipment and Software shown on the Final Quantity List agreed upon by the State and the Contractor, as incorporated into the Contract, was received in good working order.
- F. To perform pre-election testing of the Equipment and Software before each election, in sufficient time to permit the timely repair of the Equipment and Software before

each election. The County shall notify the State and the Contractor of any deficient Equipment and shall set a mutually agreed-upon schedule between County and Contractor for replacement or repair.

- G. To coordinate and cooperate with the State and Contractor for the ordering and timely delivery of the items supplied by the Contractor or its subcontractors or agents.
- H. To coordinate and cooperate with the State and the Contractor in scheduling of training, and ensure that County personnel attend all training provided by Contractor.
- I. To ensure that the uniformity being established statewide by the Contract is maintained, and to ensure that all appropriate upgrades are implemented.
- J. To comply with policy and procedures and State rules as they pertain to the future purchase of additional or new voting equipment, specifically Secretary of State Rules, Election Procedures, Chapter 12 Certification of Voting Equipment.
- K. To be responsible for the repair or replacement of any components that are consumed in the normal course of operating the Equipment, including, but not limited to, computer ribbons, paper rolls, batteries, removable memory packs, cancellation stamps, ink pads, or red stripe pens.
- L. To be responsible for promptly notifying Contractor and State of: i) the failure or performance or defect or other noncompliance with Contractor's obligations under the Contract; and ii) any Equipment damaged as a result of accident, theft, vandalism, neglect, abuse, or use which is not in accordance with instructions or specifications furnished by Contractor or by causes beyond the reasonable control of the County, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions.
- M. To only repair, change, modify, or alter any equipment as authorized or approved by Contractor or the State as appropriate.

7. **Special Provisions.** The County acknowledges that it has received a copy of the Contract between the State and the Contractor and that the State is required to include certain provisions from the Contract in this Agreement. County expressly agrees that it will comply with the following provisions:

- A. **Grant of Licenses.** Subject to the terms and conditions of the Contract, Contractor has granted to County nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the Contractor Software and related Documentation in the jurisdiction while State and County are using the Contractor Equipment and timely pay the applicable annual Contractor Software license, maintenance and support fees set forth herein. The foregoing grant of license shall be included in all separately executed contracts between the Contractor and the County. The licenses allow such bona fide employees to use and copy the

Contractor Software (in object code only) and the Documentation, in the course of operating the Contractor Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the jurisdiction. It is expressly understood and agreed that the State shall pay the annual Contractor Software License, Maintenance and Support Services fees through June 30, 2021, and thereafter shall only pay the annual Contractor Software License, Maintenance and Support Services fees for any Equipment owned by the State and not the Counties; it is further understood and agreed that the County shall pay the annual Contractor Software License, Maintenance and Support Services fees beginning July 1, 2021 for all Equipment owned by the County.

**B. Prohibited Uses.** County shall not take any of the following actions with respect to the Contractor Software or the Documentation:

- (i) Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Contractor Software;
- (ii) Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Contractor Software or Documentation, in whole or in part, to or by any third party without Contractor's prior written consent; or
- (iii) Cause or permit any change to be made to the Contractor Software without Contractor's prior written consent; or
- (iv) Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Contractor Software (except finished ballots by ballot printers selected by County) in which Contractor owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

**C. Term of Licenses.** The licenses granted in subsection 7.A., above, shall commence upon the delivery of the Contractor Software and shall continue through June 30, 2021 (the "Initial License Term"). Upon expiration of the Initial License Term, the County shall renew the licenses as required to maintain statewide uniformity of voting systems provided under this Agreement. The licenses may be renewed for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by County of the annual software license and software maintenance and support fee under a separate contract with the Contractor. Contractor may terminate the license if County fails to pay the consideration due for, or breaches Sections 7.A. or 7.B. with respect to, such license. Upon the termination of the license granted in Section 7.A. for Contractor Software or upon the State's and County's discontinuance of the use of any Contractor Software, County shall immediately return such Contractor Software and the related Documentation (including any and all copies thereof) to Contractor, or (if requested

by Contractor) destroy such Contractor Software and Documentation and certify in writing to Contractor that such destruction has occurred.

**D. Updates.** During the Initial License Term Contractor may provide new releases, upgrades or maintenance patches to the Contractor Software, together with appropriate Documentation (“Updates”), on a schedule defined by Contractor and agreed to by State. State and County are responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the Contractor Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be Contractor Software for purposes of this Agreement upon delivery. State and County may install the Updates in accordance with Contractor’s recommended instructions or may request that Contractor install the Updates. For the Initial License term, Contractor may charge the State and for all subsequent terms, Contractor may charge the County, at its then-current rates to:

- (i) Install the Updates unless such Updates are being provided to the Contractor Firmware only (but not Contractor election management software which shall be subject to Contractor’s installation fees) during a mutually agreed-upon preventative maintenance event;
- (ii) Train State and County on Updates, if such training is requested by State or County; or
- (iii) Provide maintenance and support on the Contractor Software that is required as a result of State’s or County’s failure to timely or properly install an Update.

Contractor shall not be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by State’s or County’s failure to install and use the most recent Update provided to it by Contractor. If County proposes changes in the Contractor Software to Contractor, such proposals will become Contractor’s property. Contractor may, in its sole discretion, elect to make or not to make such changes without reference or compensation to County or any third party. Contractor has represented to State and County that the Updates will comply with all applicable state law requirements at the time of delivery. State and County shall be responsible to ensure that they have installed and are using only certified versions of Contractor Software in accordance with applicable law.

**E. Risk of Loss.** Risk of loss for the Contractor Equipment and Contractor Software shall pass to County when such items are delivered to County’s designated location and delivery has been accepted, in writing, upon visual inspection by County’s representative within twenty-four (24) hours. Upon transfer of risk of loss, the County shall be responsible for obtaining and maintaining sufficient casualty insurance on the Contractor Equipment and Contractor Software owned by the County.

**F. Warranty.**

(i) Contractor Equipment/Contractor Software. Contractor has warranted that for the period commencing upon acceptance testing through June 30, 2021 (the "Warranty Period"), it will repair or replace any component of the Contractor Equipment or Contractor Software which, while under normal use and service: (a) fails to perform in accordance with its Documentation in all material respects, or (b) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any Contractor Equipment components that are consumed in the normal course of operating the Contractor Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, or marking devices. Any repaired or replaced item of Contractor Equipment or Contractor Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Contractor Equipment or Contractor Software will become the property of Contractor. This warranty is effective provided that:

- (A) State or County notifies Contractor within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder;
- (B) The Contractor Equipment or Contractor Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Contractor;
- (C) The Contractor Equipment or Contractor Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by Contractor or causes beyond the reasonable control of Contractor, or State or County, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions; and
- (D) State or County has installed and is using the most recent update provided to it by Contractor.

This warranty is void for any units of Equipment which:

- (a) Have not been stored or operated in a temperature range according to their specifications;
- (b) Have been severely handled so as to cause mechanical damage to the unit; or

- (c) Have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.
- (ii) Contractor warrants that the Contractor Equipment and Contractor Software will operate in conjunction with Third Party Items provided by Contractor during the Warranty Period, provided that:
  - (A) The or County has installed and is using the most recent Update, provided to it by Contractor; and
  - (B) The Third Party Items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship.

In the event of a breach of this warranty, Contractor will repair or replace the item of Contractor Equipment or Contractor Software that is causing such breach to occur. The County acknowledges that Contractor has purchased the Third Party Items for resale to the State, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than Contractor ("Third Parties"). The County further acknowledges that, except for the payment to Contractor for the Third Party Items, all of the State's and County's rights and obligations with respect to the Third Party Items, including any warranties, flow to and from the Third Parties.

- G. **Proprietary Rights.** County acknowledges and agrees as follows: Contractor owns the Contractor Software, all Documentation and training materials provided by Contractor (with the exception of training materials developed jointly for use in Wyoming), the design and configuration of the Contractor Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the Contractor Equipment. County has the right to use the aforementioned items to the extent specified in this Contract, and shall have the right to use all Wyoming-specific training materials developed jointly by the parties. Contractor also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of Contractor that are protected by law and are of substantial value to Contractor. County shall keep the Contractor Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Contractor Equipment, the Contractor Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
- H. **Equipment Buy-Back.** Contractor has agreed to include a buy-back provision in the event the Equipment, which was purchased for the County by the State under the Contract, is no longer needed due to the County's move from polling place voting to voting centers. It shall be the County's responsibility to ensure that a buy-back

provision is included in any agreement with the Contractor for Post-Implementation Support & Warranty.

**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. 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.
- C. Entirety of Agreement.** This Agreement, consisting of ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. 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.
- E. 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.
- F. 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.
- G. 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 the Department of Administration and Information’s Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv).

- H. 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.
- I. Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Office of the Secretary of State expressly reserve their sovereign immunity, and the County expressly reserves its governmental immunity, by entering into this Agreement and each of them specifically retain immunity and all defenses available to them. 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.
- J. Termination of Agreement.** This Agreement may be terminated, without cause, by the State upon thirty (30) days written notice. This Agreement may be terminated by the State immediately for cause if the County fails to perform in accordance with the terms of this Agreement.
- K. 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.
- L. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.
- M. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.
- N. 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.
- O. 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

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

**STATE OF WYOMING, OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Karen Wheeler, Deputy Secretary of State

\_\_\_\_\_  
Date

**CAMPBELL COUNTY**

\_\_\_\_\_  
Board of Commissioners, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Saunders, County Clerk

\_\_\_\_\_  
Date

**COUNTY ATTORNEY'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Ronald E. Wirthwein, Jr, County Attorney

\_\_\_\_\_  
Date

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

 #200766

\_\_\_\_\_  
Kristin M. Nuss, Supervising Attorney General  
Representing the Office of the Secretary of State

03-16-20  
Date