AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

JUNE 18, 2019

09:00 MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE

CONSENT AGENDA
A. Consent Agenda

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

OPEN GOVERNMENT
C. 9:15 County Information

REGULAR BUSINESS
D. 9:20 Public Health Contract, Amendment Three
Jane Glaser
E. 9:25 Grant Agreements, FAA Airport
Todd Chatfield
F. 9:30 Board Appointment, Cottonwood ISD
Kendra Anderson
G. 9:35 Bennor Estates Phase I ISD Enlargement
Kendra Anderson
H. 9:40 Service Provider Agreement, Adult Treatment Courts
Chad Beeman
I. 9:45 CMAQ Agreement FY2018
Kevin Geis
J. 9:50 CMAQ Agreement FY2019
Kevin Geis
K. 9:55 Facility Maintenance Agreement, Joint Powers Fire Board
Kevin King
L. 10:00 Professional Services Agreement, Branch Library Feasibility Study
Kevin King
M. 10:05 Easement Agreement, Blackjewel LLC
Kevin King

PUBLIC HEARING I
N. 10:15 Budget Amendment for FY2018-19
Susan Saunders

PUBLIC HEARING II
O. 10:30 Schaan Re-Zoning Application
Megan Nelms

PUBLIC HEARING III
P. 10:40 Double Tree Estates Phase II - Zoning Application
Megan Nelms

REGULAR BUSINESS II

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
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Q. **10:45 Reno Road Alteration, Final Order**  
   Kevin Geis/Carol Seeger

R. **10:50 Cooperative Agreement, Child Support Services**  
   Carol Seeger

S. **10:55 Amended Agreement, Gillette College Pronghorn Center**  
   Carol Seeger

T. **11:00 Adoption of Budget FY2019-20**  
   Susan Saunders

U. **11:05 Resolution #2013 FY2019-20**  
   Susan Saunders

V. **11:10 FY 2019-20 Budget Message**  
   Robert Palmer

**WORKSHOPS**

W. **11:15 Annual State Transportation Improvement Program (STIP) Presentation**  
   WYDOT

X. **11:45 Highway 59**

**ADJOURN**
Consent Agenda

MINUTES
Board of Commissioners PFM Asset Management, May 29, 2019
Board of Commissioners Morning Workshop, May 30, 2019
Board of Commissioners Directors Workshop, June 3, 2019
Board of Commissioners Regular Meeting, June 4, 2019

MONTHLY REPORTS
Clerk’s Office – May 2019
Clerk of District Court – May 2019
Sheriff’s Office – May 2019
Sheriff’s Office, Detention Center – May 2019
Treasurer’s Office – May 2019

PAYROLL PAYMENTS
May 31, 2019
June 1, 2019

LINE ITEM TRANSFERS
Commissioners Office
Transfer $1,600 from 011.6102 Assoc., Comm., Dues & Fee to 011.6281 Automobile
Transfer $5,000 from 013.6091 Public Relations/Promotions to 011.6283 Meals & Lodging
Transfer $2,100 from 011.6517.4 Travel & Transportation to 011.7026 Board Expenses
Transfer $3,600 from 013.6145 Consulting - General to 011.6517.5 Meals and Lodging
Transfer $900 from 012.6517.2 Staff Development to 012.6531 General Supplies
Transfer $600 from 012.6517.2 Staff Development to 012.6673 Gasoline
Transfer $500 from 012.6517.2 Staff Development to 012.6281 Automobile
Transfer $500,000 from 013.7072 County Matching Funds to 013.6140 Legal
Transfer $350,000 from 013.6146 Consulting - D.P. to 013.6140 Legal
Transfer $245,000 from 013.6145 Consulting - General to 013.7267.03 Vehicle Depreciation
Transfer $18,000 from 013.6673 Gasoline to 013.7267.05 Vehicle/Cam-Plex Dep.

Extension Office
Transfer $250 from 106.6281 Automobile to 106.7488 Misc Program Support
Transfer $260.01 from 106.6283 Meals and Lodging to 106.7488 Misc Program Support
Transfer $142.30 from 106.6517.4 Travel & Transportation to 106.7488 Misc Program Support
Transfer $600 from 106.6517.4 Travel & Transportation to 106.6517.2 Staff Development
Transfer $500 from 101.6092 Advertising to 101.6531 General Supplies
Transfer $500 from 101.6321 Contract Labor to 101.6531 General Supplies
Transfer $200 from 101.6517.2 Staff Development to 101.6531 General Supplies
Transfer $330 from 101.6517.4 Travel & Transportation to 101.6531 General Supplies
Transfer $339.75 from 101.6517.5 Meals & Lodging to 101.6762 Office Furniture & Equipment
Transfer $138.93 from 101.6281 Automobile to 101.6762 Office Furniture & Equipment

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
Transfer $200 from 104.6281 Automobile to 104.7488 Misc Program Support
Transfer $26.85 from 104.6517.3 Conference, Seminar to 104.7488 Misc Program Support
Transfer $161.25 from 104.6517.5 Meals & Lodging to 104.7488 Misc Program Support

Fair
Transfer $50 from 731.6052 Postage and Freight to 731.6071 Printing/Special Forms
Transfer $187.50 from 731.6368 Commissions to 731.6071 Printing/Special Forms
Transfer $198 from 731.6517.3 Conference/Seminar/Wrk to 731.6071 Printing/Special Forms
Transfer $310 from Lodging (Entertainment) to 731.6553 Clothing/Uniforms
Transfer $600 from 731.6694 Straw & Bedding to 731.6553 Clothing/Uniforms
Transfer $500 from 731.6978 Recognition & Awards to 731.6553 Clothing/Uniforms
Transfer $56 from 731.7349 Campbell County Roping to 731.7344.1 Rodeo Production
Transfer $200 from 731.6102 Assoc. Comm. Dues & Fee to 731.7342 4-H & FFA Program Support
Transfer 787.50 from 731.6161 Security Guards to 731.7342 4-H & FFA Program Support
Transfer $560 from 731.6972 Animals to 731.7342 4-H & FFA Program Support
Transfer $150 from 731.7350 Free Stage Shows to 731.7342 4-H & FFA Program Support
Transfer $700 from 731.6163.1 Superintendents to 731.6748 Other Operating Supplies
Transfer $20.30 from 731.6228 Other Professional Services to 731.6748 Other Operating Supplies
Transfer $744 from 731.6281 Automobile (Employee) to 731.6748 Other Operating Supplies
Transfer $2,092.63 from 731.6283 Meals & Lodging (Employee) to 731.6748 Other Operating Supplies
Transfer $278.18 from 731.6961 Buildings/Office to 731.6748 Other Operating Supplies
Transfer $184 from 731.6970 Port-A-John to 731.6748 Other Operating Supplies

Parks & Recreation
Transfer $162 from 7701.6071 Printing/Special Forms to 7701.6532 Computer Supplies
Transfer $245 from 7702.6024.311 Skate Instructors to 7702.6024.310 Ice Arena Facility Monitor
Transfer $50 from 7702.6071 Print Special Forms to 7702.6092 Advertising
Transfer $610 from 7702.6777 Building Maintenance to 7702.6092 Advertising
Transfer $2,881 from 7704.6777 Building Maintenance to 7702.6517.4 Travel/Transportation
Transfer $125 from 7704.6777 Building Maintenance to 7702.6517.5 Meals and Lodging
Transfer $580 from 7705.6517.4 Travel & Transportation to 7705.6102 Assoc., Comm., Dues & Fees
Transfer $580 from 7705.6517.5 Meals & Lodging to 7705.6102 Assoc., Comm., Dues & Fees
Transfer $254 from 7705.6024.308 Babysitting to 7705.6024.310 Facility Monitor
Transfer $2,100 from 7705.6024.303 Pool Staff-Instructor to 7705.6024.314 Receptionist

Public Works
Transfer $8,275 from 083.7271.36 NLF Hazardous Waste Facility to 831.7238 Landfill Capital Outlay
Transfer $2,000 from 481.6517.4 Travel/Transportation to 481.6673 Gasoline
Transfer $100 from 481.6617.5 Meals/Lodging to 481.6963 Equipment Rental
Transfer $2,000 from 481.6153.2 Staff Development to 481.6750.3 Custodial Equipment

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LINE ITEM TRANSFERS AND MINUTES CORRECTION
Board of Commissioners Regular Meeting, May 21, 2019 - Public Works, Amount transferred 081.6321 Misc. Services to 081.6092 Advertising was $12,000 and the correct amount is $1,200.

MALT BEVERAGE PERMITS
Shaunda Bohl, Gillette Stock Car Racing Association, for races at Thunder Speedway in the spectator area on July 27, 2019; August 3, 2019; August 10, 2019; August 17, 2019; August 30, 2019; August 31, 2019; September 1, 2019.

OFFICIAL BOND AND OATH
Rocky Point – Rebecca Ann Vondrak
Village of Heritage – Rebecca Ann Vondrak

POSITION VACANCY JUSTIFICATIONS
Children’s Developmental Services – Early Childhood Instructor
Public Works – Facilities Maintenance Tech I or II
Road & Bridge – Equipment Operator I or II

SOFTWARE CONTRACT AMENDMENT
Tyler Technologies Project and Grant Accounting Software and Services acquisition, $33,678.00.

HAND WARRANTS
CCCBT $196,122.93
CCEHBTA – Health 659,055.78
CCEHBTA – Dental 42,666.80
Delta Dental Plan of Wyoming 2,023.20
Linda M. Rook 135.98
Campbell County Clerk Tax Account 20,137.43
Campbell County Treasurer 1,766.66
Campco Federal Credit Union 950.00
Great West Trust Company 2,495.00
Campbell County Clerk Tax Account 304,281.51
Campbell County Park & Recreation Activity Fund 23.00
Campbell County Treasurer – HSA 32,549.30
Campco Federal Credit Union 276.01
Great West Trust Company 38,044.28
Wyoming Child Support 918.59
State of Wyoming – WAG Criminal Investigation 78.00

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

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
The Campbell County Board of Commissioners met with PFM Asset Management LLC, Wednesday, May 29, 2019 at 3:00 PM.

Present were Rusty Bell, Mark Christensen, DG Reardon, Commissioners; Kendra Anderson, Deputy County Clerk; Rachael Knust, County Treasurer; Yvonne Wagner, Deputy County Treasurer; Krystal Romero, Deputy County Treasurer; Shelly Edwards, Financial Manager and Robert Palmer, Commissioners Administrative Director. Commissioners Bob Maul and Del Shelstad were absent from the meeting.

Brian Quinn and Kyle Jones, with PFM Asset Management LLC, gave a presentation on investments and investment programs.

Commissioner Christensen arrived at the meeting at 3:05 PM.

No action was taken, and the meeting was adjourned at 4:35 PM.
Office of County Commissioners  
May 30, 2019  
Gillette, WY

Commissioners Workshop

The Campbell County Board of Commissioners met for a Commissioners Workshop, Thursday, May 30, 2019 at 8:15 AM.

Present were Rusty Bell, Mark Christensen, Del Shelstad, DG Reardon, Commissioners; Kendra Anderson, Deputy County Clerk; Shelly Edwards, Finance Manager; Carol Seeger, Deputy County Attorney and Robert Palmer, Commissioners Administrative Director. Commissioner Bob Maul was absent from the meeting.

The Commissioners gave their Board Liaison reports.

Robert Palmer, Commissioners Administrative Director, discussed the agenda items for the June 4, 2019 regular meeting.

Commissioner Christensen arrived at the meeting at 8:25 AM.

Robert Palmer reviewed the calendar of upcoming events.

Discussion was held with Kevin King, Public Works Director, on applying for AML grants in Wright.

Commissioner Reardon moved to allow for preparation of an AML grant application to upgrade a north-south “arterial” road through the area, connecting on the north with Chad Road and the south with Highway 59. The grant application shall show a County match, equal to the amount of District Support Grant funds a District would be eligible for if formed. Commissioner Christensen seconded the motion. All Voted-Aye. Carried.

Discussion was held on the AICPIC grant.

Jim Lyon, Juvenile Probation Director, discussed possible one percent funding for training. It was the consensus of the Board to increase the JFDC funding in the upcoming FY 19/20 budget.

Commissioner Shelstad moved to approve the following hand warrants: Office Depot Business Account, $463.24; Energy Capital Economic Development, $64,396.00. Commissioner Reardon seconded the motion. All Voted-Aye. Carried.

Commissioner Christensen and Carol Seeger, Deputy County Attorney, left the meeting at 9:15 AM.

A Workshop was held with PFM Asset Management LLC.
Carol Seeger arrived at the meeting at 10:05 AM.

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

There being no further action to come before the Board, the meeting was adjourned at 10:30 AM.

__________________________   _______________________
Kendra Anderson, Deputy Clerk  Rusty Bell, Chairman
Board of County Commissioners   Board of County Commissioners
Office of County Commissioners  
June 3, 2019  
Gillette, WY  

Directors Workshop  

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, June 3, 2019 at 1:30 PM.

Present were Rusty Bell, Mark Christensen, DG Reardon, Del Shelstad, Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Deputy County Attorney; Kevin Geis, Road and Bridge Director; Charlotte Terry, HR Director; Kevin King, Public Works Director, Ivy McGowan-Castleberry, Public Information Coordinator and Robert Palmer, Commissioners Administrative Director.

Discussion was held with Clark Melinkovich, Staff Engineer, and Ann Rossi, Senior Center Director, on the sound system at the Senior Center. It was the consensus of the Board for Clark to proceed with the sound system project.

Discussion was held with Jane Glaser, Public Health Director, regarding a possible lease agreement on a new vaccine refrigeration system.

Robert Palmer, Commissioners Administrative Director, provided updates on the county financials, the 2019/2020 budget, Gillette Area Leadership and Leadership Wyoming.

Kevin King, Public Works Director, provided updates on Landfill Remediation I and II, Bivens Park, Westwood School, tennis courts, soccer pitch, the RFP for the branch library and the annex building.

Charlotte Terry, HR Director, provided updates on insurance, compensation training, the hiring of the Fire Chief and the Commissioners Administrative Director position opening.

Kevin Geis, Road and Bridge Director, provided updates on current road conditions, the North Garner Lake Road phase I and II, the Reno Road vacation and signage for mine blasting.

Discussion was held with Jeff Esposito, Cam-Plex General Manager, on the High School State Rodeo, the WBC grant and the Family Motor Coach event.

There being no further business to come before the Commissioners, the meeting was adjourned at 2:50 PM.

__________________________________________  ________________________________________
Susan F. Saunders, County Clerk  Rusty Bell, Chairman
Board of County Commissioners  Board of County Commissioners
The Campbell County Board of Commissioners met in regular session, Tuesday, June 4, 2019. Chairman Bell called the meeting to order at 9:00 AM. Commissioner Shelstad led in prayer and Chairman Bell led the Pledge of Allegiance.

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

The following consent agenda was presented:

MINUTES:
Board of Commissioners Directors Workshop, May 20, 2019
Board of Commissioners Parks & Recreation Board Meeting, May 20, 2019
Board of Commissioners Regular Meeting, May 21, 2019

PAYROLL PAYMENTS:
May 4, 2019
May 18, 2019

CANCELLATION/REBATE OF TAXES:
#3974 – 3977

CERTIFICATION AGREEMENT:
Campbell County Community Public Recreation District, July 2019 to June 2020
Funding Cycle - Gillette College Soccer Pitch, $250,000

LINE ITEM TRANSFERS:
Airport - Transfer $300 from 751.6052 Postage and Freight to 751.6053 Telephone; transfer $300 from 751.6052 Postage and Freight to 751.6093 Publications/Legal Notice; transfer $750 from 751.6118 Satellite TV/Music to 751.6091 Public Relations and Promotions; transfer $1,500 from 751.6114 Propane/Natural Gas to 751.6112 Electricity; transfer $20 from 751.6152 Drug Testing Services to 751.6102 Assoc., Comm, Dues, Fee; transfer $2,000 from 751.6517.1 Tuition and Fees to 751.6283 Meals and Lodging; transfer $900 from 751.6517.3 Conferences/Seminar/Workshops to 751.6283 Meals and Lodging; transfer $1,000 from 751.6752 Tires and Chains to 751.6145 Consulting – General; transfer $3,000 from 751.6760 Lighting Mt. to 751.6145 Consulting – General; transfer $1,000 from 751.6758 Electrical Supplies to 751.6145 Consulting – General; transfer $1,000 from 751.6767 General Equipment to 751.6145 Consulting – General; transfer $1,000 from 751.6777.3 Conference/Seminar/Wrk to 751.6145 Consulting – General; transfer $1,000 from 751.7323 Crash/Fire/Rescue to 751.6145 Consulting – General; transfer $1,000 from 751.6770 Grounds Mt. to 751.6145 Consulting – General; transfer $1,000 from 751.6755 General Vehicle Mt. to 751.6145 Consulting – General; transfer $500 from 751.6675 Motor Oil to 751.6145 Consulting - General; transfer $500 from 751.6517.3 Conference/Seminar/Wrk to 751.6517.6 Crash/Fire Rescue Training; transfer $1,342 from 751.6674 Diesel Fuel to 751.6673 Gasoline; transfer $221 from 751.6675 Motor Oil to 751.6676 Hydraulic Fluid; transfer $10 from 751.6777.6 General Aviation Building to 751.6777.2 Control Tower Mtnt.; transfer $100 from 751.7338 Other Operating Expenses to 751.6958 Surety Bonds; transfer $20 from 751.6777.6 General Aviation Building to 751.6967.1 Copier Lease
Extension Office - Transfer $100 from 102.6281 Automobile to 102.7342 4-H Program Support; transfer $1,009.90 from 102.6283 Meals and Lodging to 102.7342 4-H Program Support; transfer $660 from 102.6517.2 Staff Development to 102.7342 4-H Program Support; transfer $75 from 102.6517.3 Conference, Seminar to 102.7342 4-H Program Support; transfer $150 from 102.6517.4 Travel & Transportation to 102.6282 Airplane, Train, Bus; transfer $100 from 102.6517.4 Travel & Transportation to 102.7342 4-H Program Support; transfer $389.85 from 102.6517.5 Meals and Lodging to 102.7342 4-H Program Support; transfer $74.80 from 105.6283 Meals and Lodging to 105.6281 Automobile; transfer $135 from 105.6517.5 Meals and Lodging to 105.6281 Automobile; transfer $196 from 105.6517.5 Meals and Lodging to 105.7488 Misc. Program Support; transfer $125.32 from 103.6281 Automobile to 103.7343 Program Support; transfer $112 from 103.6283 Meals and Lodging to 103.7343 Program Support; transfer $605 from 103.6517.3 Conference/Seminar to 103.7343 Program Support; transfer $200 from 103.6517.4 Travel & Transportation to 103.7343 Program Support; transfer $330 from 103.6517.5 Meals and Lodging to 103.7343 Program Support

Human Resources - Transfer $3,000 from 161.6145 Consulting General to 161.6517.3 Conference/Seminar/Wrk; transfer $2,000 from 161.6145 Consulting General to 161.6517.5 Meals & Lodging; transfer $2,000 from 161.6145 Consulting General to 161.6092 Advertising; transfer $3,000 from 161.6145 Consulting General to 161.6234 Office Equipment Maint Conr; transfer $1,000 from 161.6145 Consulting General to 161.6531 General Supplies; transfer $500 from 161.6145 Consulting General to 161.6762 Office Furniture & Equipment

Parks & Recreation - Transfer $200 from 7701.6517.5 Travel & Transportation to 7701.6517.2 Staff Development; transfer $1,157 from 7701.6052 Postage and Freight to 7701.6532 Computer Supplies; transfer $2,063 from 7710.6023 Full Time OT to 7710.6023 Full Time OP; transfer $450 from 7704.6240 Safety Equipment to 7704.6517.4 Travel & Transportation; transfer $365 from 7704.6111 Electrical/Water/Sew to 7704.6517.4 Travel & Transportation; transfer $1,744 from 7704.6111 Electrical/Water/Sew to 7704.6517.2 Staff Development; transfer $3,204 from 7704.6111 Electrical/Water/Sew to 7704.6517.5 Meals & Lodging; transfer $1,500 from 7704.6676 General Equipment to 7704.6673 Gasoline; transfer $1,500 from 7704.6687 Landscape Supplies to 7704.6674 Diesel; transfer $500 from 7704.6767 General Equipment to 7704.6754 Lubricants; transfer $672 from 7710.6700 Golf Course Accessories to 7710.6517.4 Travel; transfer $253 from 7710.6517.5 Meals and Lodging to 7710.6517.4 Travel; transfer $118 from 7710.6517.2 Staff Development to 7710.6517.4 Travel; transfer $60 from 7710.6704 Pesticides to 7710.6703 Seed; transfer $1,000 from 7710.6783 Golf Cart Parts to 7710.6767 General Equipment; transfer $225 from 7710.6673 Gasoline to 7710.6531 Office Supplies; transfer $2,500 from 7710.6777 Building Maintenance to 7710.6702 Sand; transfer $4,670 from 7710.7362 Special Events to 7710.6702 Sand; transfer $1,368 from 7702.6024.311 Skate Instructors to 7702.6024.310 Ice Arena Facility Monitor; transfer $368 from 7702.6024.322 Ice Arena Custodial to 7702.6024.310 Ice Arena Facility Monitor; transfer $1,000 from 7704.6024.320 Outdoor Maintenance to 7702.6024.310 Ice Arena Facility Monitor; transfer $25 from 7702.6553 Clothing/Uniforms to 7702.6666 Janitorial Supplies; transfer $16 from 7702.6553 Clothing/Uniforms to 7702.6683 First Aid Supplies; transfer $200 from 7702.6684.111 Skate Walker Adv to 7702.6777 Building Maintenance; transfer $931 from 7702.6755 General Vehicle Maintenance to 7702.6777 Building Maintenance; transfer $86 from 7702.6240 Safety Equipment to 7702.6236 Grounds/Land Agreement

Public Works - Transfer $8,000 from 082.6669 Bailing Wire to 082.6752 Tires and Chains; transfer $5,000 from 082.6766 Conveyor to 082.6752 Tires and Chains; transfer $30,000
from 083.7277.23 Westwood School Asbestos Removal to 083.7175.10 Courthouse/Courthouse Annex Network Connection

POSITION VACANCY JUSTIFICATIONS:
- CAM-PLEX – Event Technician
- Library Board – Youth Services Specialist
- Sheriff’s Office – Detention Officer I-II-III

SOCIAL MEDIA REQUESTS:
- Children’s Developmental Services – Melissa Kline

HAND WARRANTS:
- State of Wyoming – WAG Criminal Investigation $78.00
- State of Wyoming – WAG Criminal Investigation 78.00
- Campbell County Clerk Tax Account 310,901.65
- Campbell County Park & Recreation Activity Fund 23.00
- Campbell County Treasurer – HSA 33,556.80
- Campco Federal Credit Union 276.01
- Circuit Court of Campbell County 135.98
- Great West Trust Company 39,434.29
- Wyoming Child Support Enforcement 957.37

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

Commissioner Shelstad moved to approve the vouchers as presented. Commissioner Reardon seconded the motion. Commissioner Christensen recused himself from the discussion and abstained from the vote, due to a conflict of interest. All Voted-Aye. Carried.

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<td>62.77</td>
</tr>
<tr>
<td>Wilbur Ellis Company LLC</td>
<td>P &amp; R-Bell Nob Golf Course</td>
<td>2,010.00</td>
</tr>
<tr>
<td>Winland Car Wash</td>
<td>Public Works</td>
<td>9.00</td>
</tr>
<tr>
<td>Wolters Kluwer</td>
<td>Various Departments</td>
<td>131.23</td>
</tr>
<tr>
<td>Work Warehouse Inc</td>
<td>Human Resources</td>
<td>439.86</td>
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<tr>
<td>World Class Flags/OLC Supply</td>
<td>Various Departments</td>
<td>455.48</td>
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<td>Wright Auto Parts Inc</td>
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<td>6.29</td>
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<td>Wright Child Care LLC</td>
<td>Children’s Dev Svc-Spec Ed</td>
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<td>Wright Community Assistance</td>
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<td>Wright Water &amp; Sewer District</td>
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<tr>
<td>Wyoming Association Sheriffs &amp; Chiefs</td>
<td>County Sheriff</td>
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<tr>
<td>Wyoming Behavioral Institute</td>
<td>County Attorney</td>
<td>4,502.00</td>
</tr>
<tr>
<td>Wyoming County Assessors Association</td>
<td>County Assessor</td>
<td>300.00</td>
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<td>Wyoming D.A.R.E</td>
<td>County Sheriff</td>
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<tr>
<td>Wyoming Law Enforcement Chaplains Assn</td>
<td>County Sheriff</td>
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<td>Wyoming Machinery Co Inc</td>
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<td>Wyoming Retirement System</td>
<td>Campbell County General Fund</td>
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<td>Wyoming Retirement-Life Ins</td>
<td>Campbell County General Fund</td>
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<tr>
<td>Wyoming State Historical Society</td>
<td>Rockpile Museum - Gen Admin</td>
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<td>Wyoming State Veterinary Laboratory</td>
<td>County Health Officer</td>
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<td>Wyoming Technology Transfer Center</td>
<td>Landfill</td>
<td>400.00</td>
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<td>Wyoming Water Solutions</td>
<td>Various Departments</td>
<td>1,351.03</td>
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<td>Youth Emergency Services</td>
<td>Various Departments</td>
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<tr>
<td>Zip Printing</td>
<td>County Sheriff</td>
<td>184.00</td>
</tr>
<tr>
<td>Zoho Corporation</td>
<td>Information Technology Service</td>
<td>2,395.00</td>
</tr>
</tbody>
</table>

The following are the claims for Part-Time Employees summarized by department for May 2019: Commissioners, $408.25; Clerk, 2,545.08; Treasurer, 210.00; Sheriff, 6,780.21; Coroner, 2,140.00; Extension, 723.25; District Clerk of Court, 1,776.79; Public Works, 603.13; Public Works-Landfill, 420.00; Public Health, 8,164.31; Children’s Center, 11,513.78; Library, 56,874.06; Fair, 1,348.75; ADC, 2,022.07; Parks & Recreation, 55,869.52

No Public Comment was provided.
Ivy McGowan-Castleberry informed the Board of their NACo Achievement Award Notice and that the Campbell County Annual Report is completed.

Commissioner Christensen moved to approve the Contract between Campbell County and the Wyoming Department of Health, Behavioral Health Division, on behalf of Children’s Developmental Services to provide early intervention to children ages birth through two years of age and their families, in an amount not to exceed $850,432.27 from July 1, 2019 to June 30, 2020, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to approve the FY 2020 Annual Compensation Agreements between the University of Wyoming and Campbell County for the two 4-H Extension Educators located in Campbell County, with an effective date of July 1, 2019 through June 30, 2020, as respectively presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to appoint Greg Thomas to serve on the Board of Directors for the Country Living Acres Improvement and Service District and the appointment shall be valid until the next election held by the District in November 2020, in accordance with the Special District Act, as presented. Commissioner Reardon seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to approve the extension request for the Rocky Butte Industrial Park to complete requisite subdivision improvements, including a revised Subdivision Improvement Agreement and newly issued Irrevocable Letter of Credit, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Christensen moved to approve the Memorandum of Understanding between Campbell County; Campbell County Conservation District; Campbell County Weed and Pest District; Converse County; Converse County Conservation District; Converse County Weed and Pest District; Weston County; Weston County Conservation District; Weston County Weed and Pest District; Niobrara County; Niobrara County Conservation District; Niobrara County Weed and Pest District; Crook County; Crook County Conservation District; Crook County Weed and Pest District; and the United States Department of Agriculture, Forest Service, Medicine Bow – Routt National Forests and Thunder Basin National Grassland to work together on National Environmental Policy Act (NEPA) analysis for 2020 Thunder Basin National Grassland Plan Amendment, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Service Provider Agreement between Campbell County and Counseling Connections, LLC to provide Individual and Family Therapy and Mental Health Needs Assessments for the Juvenile & Family Drug Court, in an amount not to exceed $50,000 from July 1, 2019 to June 30, 2020, as presented. Commissioner Reardon seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to approve the Service Provider Agreement between Campbell County and Youth Emergency Services, Inc. to provide Adolescent Substance Abuse Treatment for the Juvenile & Family Drug Court, in an amount not to exceed $25,000 from July 1, 2019 to
June 30, 2020, as presented. Commissioner Christensen seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Service Provider Agreement between Campbell County and Personal Frontiers, Inc. to provide Adult Substance Abuse Treatment for the Juvenile & Family Drug Court Youth Intervention Track, in an amount not to exceed $49,088 from July 1, 2019 to June 30, 2020, as presented. Commissioner Christensen seconded the motion. All Voted-Aye. Carried.

Commissioner Christensen moved to approve the submission of the Community Services Block Grant FY 2020 Application for Campbell County Service Provider Programs to the Wyoming Department of Health as recommended and presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Christensen moved to approve the Agreement between Campbell County and Waypoints Wyoming, LLC to provide consulting services outlined in the scope of work at a rate of $110 per hour, for the period of March 27, 2019 to June 30, 2019, with renewal options, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Reardon moved to convene into Executive Session to discuss pending litigation and property acquisition. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

The Board reconvened into their regular meeting at 10:35 AM.

Commissioner Christensen moved to approve the summary of the Proposed FY2019-20 Budget as presented and schedule a public hearing on June 17, 2019, at 6:00 PM, as required by W.S. 16-4-109. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

NOTICE OF PUBLIC HEARING ON COUNTY BUDGET

Notice is hereby given, that a Public Hearing on the proposed budget for Campbell County for the Fiscal Year ending June 30, 2019, which is now being considered by the Board of County Commissioners will be held in the Commissioner's Chambers, Campbell County Courthouse, 500 S. Gillette Ave., Gillette, Wyoming, on the 17th day of June, 2019 at 6:00 PM., at which time any and all persons may appear and offer written and/or oral comments regarding such budget. A copy of the entire proposed budget is available for public inspection at the Office of the County Clerk during regular office hours. A summary follows:

Fiscal Year 2019-2020

<table>
<thead>
<tr>
<th>Fund</th>
<th>Total Cash &amp; Cash Reserves Available For Budget</th>
<th>Total Estimated Revenue Available For Budget</th>
<th>Estimated Total Cash and Revenues Available For Budget</th>
<th>Estimated Total Requirement For Appropriation</th>
<th>Estimate Of Tax Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campbell County</td>
<td>$22,976,998</td>
<td>$55,055,936</td>
<td>$78,032,934</td>
<td>$128,241,254</td>
<td>$50,208,320 11.258</td>
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<tr>
<td>County Weed &amp; Pest Board**</td>
<td>$36,000</td>
<td>$197,400</td>
<td>$233,400</td>
<td>$1,248,250</td>
<td>$1,014,850 0.228</td>
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</table>
Detail of Fund Requirements:

<table>
<thead>
<tr>
<th>Department</th>
<th>Amount</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Commissioners - Executive</td>
<td>$401,266</td>
<td>County Road &amp; Bridge</td>
<td>$6,196,757</td>
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<tr>
<td>County Commissioners - Administrative</td>
<td>$679,040</td>
<td>Human Resources</td>
<td>$2,194,901</td>
</tr>
<tr>
<td>County Commissioners - General County</td>
<td>$4,951,880</td>
<td>Health Department</td>
<td>$3,025,998</td>
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<tr>
<td>County Commissioners - Capital Outlay</td>
<td>$3,031,044</td>
<td>Information Technology Services</td>
<td>$2,847,974</td>
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<tr>
<td>County Grants</td>
<td>$11,672,289</td>
<td>Emergency Management</td>
<td>$191,481</td>
</tr>
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<td>County Law Library</td>
<td>$4,250</td>
<td>County Juvenile Probation</td>
<td>$1,114,784</td>
</tr>
<tr>
<td>County Clerk - Administrative</td>
<td>$1,991,800</td>
<td>County Building Maintenance</td>
<td>$3,575,298</td>
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<tr>
<td>County Clerk - Other County Costs</td>
<td>$1,133,250</td>
<td>Children's Developmental Services</td>
<td>$6,122,615</td>
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<tr>
<td>County Clerk - Elections</td>
<td>$161,684</td>
<td>Library</td>
<td>$3,822,766</td>
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<tr>
<td>County Treasurer - Administrative</td>
<td>$1,354,972</td>
<td>Museum</td>
<td>$529,089</td>
</tr>
<tr>
<td>County Assessor - Administrative</td>
<td>$1,240,495</td>
<td>Fair</td>
<td>$637,109</td>
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<tr>
<td>County Sheriff - Administrative</td>
<td>$9,056,879</td>
<td>Airport</td>
<td>$2,477,276</td>
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<tr>
<td>County Sheriff - Detention Center</td>
<td>$8,396,601</td>
<td>Parks &amp; Recreation</td>
<td>$6,155,857</td>
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<tr>
<td>County Sheriff - Animal Control</td>
<td>$195,271</td>
<td>Vehicle Replacement</td>
<td>$1,179,325</td>
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<td>County Sheriff - Court Security</td>
<td>$614,600</td>
<td>Campus Maintenance</td>
<td>$50,000</td>
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<tr>
<td>County Sheriff - 24/7</td>
<td>$50,000</td>
<td>PILT</td>
<td>$2,350,000</td>
</tr>
<tr>
<td>County Attorney</td>
<td>$3,394,592</td>
<td>Gaming Funds</td>
<td>$364,000</td>
</tr>
<tr>
<td>Public Works - Administrative</td>
<td>$1,677,432</td>
<td>1% Optional Sales Tax</td>
<td>$7,465,416</td>
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<td>Public Works - Landfill</td>
<td>$2,308,088</td>
<td>E-911 Equipment Fund</td>
<td>$551,000</td>
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<tr>
<td>Public Works - Capital Construction</td>
<td>$13,355,500</td>
<td>1% Optional Sales Tax (JPB)=Fire Dept.</td>
<td>$1,093,257</td>
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<td>Fleet Department</td>
<td>$126,373</td>
<td>Municipal Tax(JPB)=Camplex &amp; Fire Dept.</td>
<td></td>
</tr>
<tr>
<td>County Coroner</td>
<td>$277,938</td>
<td>Sub Total</td>
<td>$60,148,553</td>
</tr>
<tr>
<td>County Extension Department</td>
<td>$433,913</td>
<td>Grand Total</td>
<td>$128,241,2</td>
</tr>
<tr>
<td>County District Court</td>
<td>$1,633,444</td>
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<td></td>
</tr>
<tr>
<td>Sub Total</td>
<td>$68,092,701</td>
<td></td>
<td></td>
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</table>

Board of County Commissioners of Campbell County, Wyoming

By: ___________________________
Chairman

Attest: ___________________________
County Clerk

FY 2019-2020 Assessed Valuation: 4,460,000,000

**The Weed & Pest mill assessment is a separate mill and is not included in the County General Mill of: 11.258**

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 10:40 AM. The next regular meeting of the Commissioners will be held Tuesday, June 18, 2019, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Kendra Anderson, Deputy Clerk
Board of County Commissioners

Rusty Bell, 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
County Clerk

20

on the — day of

This instrument was filed

County of Campbell


The State of Wyoming


A.D. 20

Approved by the Board of County

Commissioners this — day of

MAY 2019
MONTHLY STATEMENT
CLERK'S OFFICE
COUNTY CLERK’S MONTHLY STATEMENT

Statement of the collections of Susan F. Saunders as Campbell County Clerk within and for the County of Campbell, State of Wyoming, for the month ending 5/31/2019 and filed with the County Clerk for presentation to the Board of County Commissioners of said County as required by Wyoming Statute 18-3-814.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Recording Fees</td>
<td>$19490.00</td>
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<tr>
<td>Marriage Licenses</td>
<td>900.00</td>
</tr>
<tr>
<td>Chattel Mortgages</td>
<td>14203.00</td>
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<tr>
<td>Certificates of Titles</td>
<td>30675.00</td>
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<td>Miscellaneous Receipts</td>
<td>6381.50</td>
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<tr>
<td>Interest</td>
<td>4.61</td>
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<tr>
<td>Refunds</td>
<td>1762.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>73,416.11</strong></td>
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Info for Treasurer's Office

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<tr>
<th>Description</th>
<th>WY Titles</th>
<th>SO Vins</th>
<th>PD Vins</th>
<th>GF Vins</th>
<th>HP Vins</th>
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<td></td>
<td>2045</td>
<td>112</td>
<td>246</td>
<td>9</td>
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<tr>
<td></td>
<td>@ $15.00</td>
<td>@ $10.00</td>
<td>@ $10.00</td>
<td>@ $10.00</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30,675.00</td>
<td>1,120.00</td>
<td>2,460.00</td>
<td>90.00</td>
<td></td>
</tr>
</tbody>
</table>

STATE OF WYOMING )
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.

WITNESS my hand and seal the 3rd day of June, 2019

Susan F. Saunders, Campbell County Clerk

BY: [Signature], 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 May, 2019, and reported to the Board of District Court within and for the County of Campbell, State of Wyoming, Cheyenne, WY.

<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Civil Fees</td>
<td>4-040-0000</td>
<td>$ 3,330.00</td>
</tr>
<tr>
<td>Probate Fees</td>
<td>4-041-0000</td>
<td>$ 1,495.00</td>
</tr>
<tr>
<td>Fines</td>
<td>5-001-0000</td>
<td>$ 8,175.63</td>
</tr>
<tr>
<td>Jury Fees</td>
<td>4-044-0000</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Miscellaneous Fees</td>
<td>4-043-0000</td>
<td>$ 4,853.20</td>
</tr>
<tr>
<td><strong>Total Earnings</strong></td>
<td></td>
<td><strong>$ 18,153.83</strong></td>
</tr>
</tbody>
</table>

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 7th day of June, 2019.

[Signature]
Cheryl Chitwood, Clerk
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 May 2019 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Fees</td>
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<tr>
<td>Fingerprint Fees</td>
<td>605.00</td>
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<tr>
<td>Background Fees</td>
<td>59.00</td>
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<tr>
<td>Copy Fees</td>
<td>118.00</td>
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<tr>
<td>Notary Fees</td>
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<td>Sheriff's Sale &amp; Sheriff's Certificate Fees</td>
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<td>Executions</td>
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<td>Concealed Firearm Permit Fees</td>
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<td>Sex Offender Registration Fees</td>
<td>762.50</td>
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<tr>
<td>Salvage Vehicle Sales</td>
<td>950.00</td>
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<tr>
<td>Towing Fees</td>
<td>105.00</td>
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<tr>
<td>Foreclosure Sales</td>
<td>128,598.00</td>
</tr>
<tr>
<td>General Fund</td>
<td>120.00</td>
</tr>
<tr>
<td>Miscellaneous Refunds</td>
<td>105.00</td>
</tr>
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<td>E911</td>
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<tr>
<td>Town of Wright Reimbursement</td>
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<tr>
<td>Town of Wright 911</td>
<td>0.00</td>
</tr>
<tr>
<td>Campbell County Fire Department 911</td>
<td>0.00</td>
</tr>
<tr>
<td>Campbell County Health 911</td>
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</tr>
<tr>
<td>WASCOP Grant</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**$203,135.50**

STATE OF WYOMING

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 1st day of June, 2019.

Sheriff of Campbell County
MONTHLY SHERIFF’S STATEMENT—DETENTION CENTER

Statement of the collection of Scott D. Matheny as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending May 2019 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.

<table>
<thead>
<tr>
<th>COUNTY SHERIFF</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Blood/UA Test Reimbursement</td>
<td>$1,598.00</td>
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<tr>
<td>Housing—Other</td>
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<tr>
<td>City of Gillette Housing</td>
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<tr>
<td>10 Day Housing</td>
<td>28,405.00</td>
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<tr>
<td>Parolee Housing</td>
<td>1,365.00</td>
</tr>
<tr>
<td>CCCF Housing</td>
<td>3,300.00</td>
</tr>
<tr>
<td>ISP/Probation Sanctions</td>
<td>900.00</td>
</tr>
<tr>
<td>Juvenile Housing</td>
<td>300.00</td>
</tr>
<tr>
<td>Town of Wright Housing</td>
<td>25.00</td>
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<tr>
<td>24/7 Program</td>
<td>141.00</td>
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<tr>
<td>Restitution</td>
<td>12.50</td>
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<tr>
<td><em><strong>Juvenile Housing</strong></em></td>
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<tr>
<td><em><strong>U.S. Marshal Housing</strong></em></td>
<td>2,080.00</td>
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<td><em><strong>24/7 Program</strong></em></td>
<td>5,772.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$54,033.50</td>
</tr>
</tbody>
</table>

***Direct Deposit***

STATE OF WYOMING
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.

Date: 6/19

Scott D. Matheny
Campbell County Sheriff
FISCAL YEAR 2018-2019
May 31, 2019

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
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<td>007-8</td>
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<tr>
<td>ACH</td>
<td>308-5</td>
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<tr>
<td>FNB CCSD</td>
<td>086-8</td>
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<td>FNB Health Benefits</td>
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<td>FNB Special Escrow</td>
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<td>FNB Airport PFC Account</td>
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<tr>
<td>FNB Library Credit Card Fees</td>
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<tr>
<td>FNB Museum Credit Card Fees</td>
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<tr>
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TOTAL CASH ACCOUNTS 26,463,788.11

TOTAL TDOA'S 305,523,064.97

169,046,529.76

135,430,902.01

Approved by the Board of County Commissioners this ______ day of _______ 2019.

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Trial Balance of my records at the close of business _____ June 10 _____ 2019; that my statement of Cash is just, true and correct, so help me God.

Yvonne Wagner
County Treasurer

Subscribed and sworn to be before this 10 day of June, 2019.

Shawn Cooper
County Clerk
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Commissioners this day of 2019
Approved by the Board of County

County Clerk

Filed in the office of the County Clerk

4-A.D. 2019

Henry Logan B. Dunn
County Clerk

Subscribed and sworn to before me this 1st day of June 2019

County Treasurer

I, Rachel Knust, being first duly sworn according to law, swear on my oath do
designate, so help me God, all my receipts and disbursements by me as such Treasurer during the time hereafter
have been and are kept and accounted for and corrected and the same appeared in
the books of said Books and that I am County Treasurer within and for the County of Campbell in the state of Wyoming

County of Campbell

SS:

THE STATE OF WYOMING

Campbell County

COUNTRY TREASURER

SUMMARY

9/3/2019
We do hereby approve the County Payroll as presented this 18 day of June, 2019.

June 1, 2019
May 31, 2019

FOR THE PAY PERIOD (S) ENDING

PAYROLL PAYMENT
MEMORANDUM

TO: CAMPBELL COUNTY BOARD OF COMMISSIONERS
FROM: Robert P. Palmer
RE: Fiscal Year 2018/2019 Line Item Transfers
DATE: 13 June 2019

Please make the following line item transfers:

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</table>

Explanations:
- Adjustment for Board Meeting expenses, and travel and conference participation.
- Adjustment for office expenses, travel and conference attendance.
- Adjustment for Legal Fees; some expenses to be offset by settlement.
- Adjustment for Vehicle Depreciation accounts.

The mission of Campbell County is to provide quality, efficient, and cost-effective services for all Campbell County residents through sound decision making and fiscal responsibility.
TO: Board of Commissioners  
FROM: Extension Office  
DATE: 06/11/2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>250.00</td>
<td>106.6281</td>
</tr>
<tr>
<td>260.01</td>
<td>106.6283</td>
</tr>
<tr>
<td>142.30</td>
<td>106.6517.4</td>
</tr>
<tr>
<td>600.00</td>
<td>106.6517.4</td>
</tr>
<tr>
<td>500.00</td>
<td>101.6092</td>
</tr>
<tr>
<td>500.00</td>
<td>101.6321</td>
</tr>
<tr>
<td>200.00</td>
<td>101.6517.2</td>
</tr>
<tr>
<td>330.00</td>
<td>101.6517.4</td>
</tr>
<tr>
<td>339.75</td>
<td>101.6517.5</td>
</tr>
<tr>
<td>138.93</td>
<td>101.6281</td>
</tr>
</tbody>
</table>

Explanation:
Transfer remaining funds to Program Support and Staff Development. Michelle Pierce
Transfer remaining funds to General Supplies and Office Furniture and Equipment. Mandy Reynolds
TO: Board of Commissioners  
FROM: Extension Office  
DATE: 06/11/2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>200.00</td>
<td>104.6281</td>
</tr>
<tr>
<td>26.85</td>
<td>104.6517.3</td>
</tr>
<tr>
<td>161.25</td>
<td>104.6517.5</td>
</tr>
</tbody>
</table>

Explanation:
Transfer remaining funds to Program Support. Meredith Hoggatt
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: Campbell County Fair
DATE: 06/11/2019
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$50.00</td>
<td>731.6052</td>
</tr>
<tr>
<td>$187.50</td>
<td>731.6368</td>
</tr>
<tr>
<td>$198.00</td>
<td>731.6517.3</td>
</tr>
<tr>
<td>$310.00</td>
<td>731.6303</td>
</tr>
<tr>
<td>$600.00</td>
<td>731.6694</td>
</tr>
<tr>
<td>$500.00</td>
<td>731.6978</td>
</tr>
<tr>
<td>$56.00</td>
<td>731.7349</td>
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</table>

Explanation:
Transfer of funds to Print Work for County 2019 Fair Prep
Transfer of Funds for Board Uniforms for 2019 Fair
Transfer of Fund for Deposit for 2019 Ranch Rodeo Announcers/Judges
TO: Board of Commissioners  
FROM: Campbell County Fair  
DATE: 06/11/2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$200.00</td>
<td>731.6102</td>
</tr>
<tr>
<td>$787.50</td>
<td>731.6161</td>
</tr>
<tr>
<td>$560.00</td>
<td>731.6972</td>
</tr>
<tr>
<td>$150.00</td>
<td>731.7350</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account #</th>
<th>Account Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>731.7342</td>
<td>4-H &amp; FFA Program Support</td>
</tr>
<tr>
<td>731.7342</td>
<td>4-H &amp; FFA Program Support</td>
</tr>
<tr>
<td>731.7342</td>
<td>4-H &amp; FFA Program Support</td>
</tr>
<tr>
<td>731.7342</td>
<td>4-H &amp; FFA Program Support</td>
</tr>
</tbody>
</table>

Explanation:

Transfer of funds to purchase 4-H and FFA show supplies and materials to prepare for 2019 fair.
TO:    Board of Commissioners
FROM:  Campbell County Fair
DATE:  06/11/2019
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$700.00</td>
<td>731.6163.1</td>
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<td>$20.30</td>
<td>731.6228</td>
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<tr>
<td>$744.00</td>
<td>731.6281</td>
</tr>
<tr>
<td>$2,092.63</td>
<td>731.6283</td>
</tr>
<tr>
<td>$278.18</td>
<td>731.6961</td>
</tr>
<tr>
<td>$184.00</td>
<td>731.6970</td>
</tr>
</tbody>
</table>

Explanation:

Transfer of funds for General Fair Supplies needed to prepare 2019 Campbell County Fair.
TO:  Board of Commissioners
FROM:  C.C. Parks & Recreation
DATE:  June 12, 2019
SUBJECT:  Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>162.00</td>
<td>7701.6071</td>
</tr>
</tbody>
</table>

Justification:
TO: Board of Commissioners  
FROM: C.C. Parks & Recreation  
DATE: June 11, 2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From: 7702</th>
<th>Transfer To: 7702</th>
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</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$ 245.00</td>
<td>7702.6024.311</td>
</tr>
<tr>
<td>$ 50.00</td>
<td>7702.6071</td>
</tr>
<tr>
<td>$ 610.00</td>
<td>7702.6777</td>
</tr>
</tbody>
</table>

Justification:
TO:    Board of Commissioners
FROM:  C.C. Parks & Recreation
DATE:  June 11, 2019
SUBJECT:  Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From: 7704</th>
<th>Transfer To: 7702</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$ 2881.00</td>
<td>7704.6777</td>
</tr>
<tr>
<td>$ 125.00</td>
<td>7704.6777</td>
</tr>
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</table>

Justification:
TO:           Board of Commissioners
FROM:         C.C. Parks & Recreation
DATE:         May 29, 2019
SUBJECT:      Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$580.00</td>
<td>7705.6517.4</td>
</tr>
<tr>
<td>$580.00</td>
<td>7705.6517.5</td>
</tr>
</tbody>
</table>

Justification:
TO: Board of Commissioners  
FROM: C.C. Parks & Recreation  
DATE: June 12, 2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$254.00</td>
<td>7705.6024.308</td>
</tr>
<tr>
<td>$2,100.00</td>
<td>7705.6024.303</td>
</tr>
</tbody>
</table>

Justification:
TO:  Board of Commissioners  
FROM:  Melissa Kershner  
DATE:  June 18, 2019  
SUBJECT:  Line Item Transfer Request  

Please make the following line item transfer:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$8,275</td>
<td>083.7271.36</td>
</tr>
</tbody>
</table>
TO: Board of Commissioners  
FROM: Melissia Kershner  
DATE: June 18, 2019  
SUBJECT: Line Item Transfer Request  

Please make the following line item transfer:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$2,000.00</td>
<td>481.6517.4</td>
</tr>
<tr>
<td>$100.00</td>
<td>481.6617.5</td>
</tr>
<tr>
<td>$2,000.00</td>
<td>481.6153.2</td>
</tr>
</tbody>
</table>
TO: Board of Commissioners  
FROM: Melissa Kershner  
DATE: May 21, 2019  
SUBJECT: Line Item Transfer Request

Please make the following line item transfer:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Account #</td>
</tr>
<tr>
<td>$1,200</td>
<td>081.6321</td>
</tr>
</tbody>
</table>
MALT BEVERAGE PERMIT APPLICATION

Applicant
Contact Person

Shaunda Bohl

Mailing Address:

3328 Geenada Cir
Gillette, WY 82718

Telephone Number:

307-689-3805

Event

Date
July 27, 2019

Time
12 pm - 12am

Place
Thunder Speedway

300 Spectator Area

Number of People Expected to Attend?

Please briefly describe premises to which alcoholic beverages will be consumed.

Security Provision (Check Applicable Box)

☐ Private Security Firm
☒ Self Provided

Please Describe

ID required at purchase

Will persons under the age of 21 be admitted? ☐ Yes ☐ No

Age group expected: 0 - 100

If yes, what steps will be taken to insure they are not served alcoholic beverages?

ID required at purchase

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)

As an applicant for a 24 hour malt beverage, are you:

☒ A non-profit corporation organized under the laws of this state:
YES ☐ NO ☐

☑ Qualified as a tax exempt organization under the Internal Revenue Code:
YES ☐ NO ☐

☑ And have been in continuous operation for not less than two (2) years.
YES ☐ NO ☐

I hereby certify that I have read and am familiar with Wyoming Statute 12-4-502 and Wyoming Statute 12-6-101 (1988 as amended) and further certify that no one under the age of 21 years shall serve or be served malt beverages pursuant to this permit.

Applicant Signature

(Capacity or Position if necessary)

FOR OFFICE USE ONLY

Amount of Fee: $10.00

Date Paid: 06/03/19

Date Authorized:

Paid By: Gillette Stock Car Racing Assn - Shaunda Bohl

Permit Authorized By: Board of Campbell County Commissioners

White: County Clerk
Green: Sheriff
Canary: City Police Dept.
Pink: County Attorney
Gold: Applicant
MALT BEVERAGE PERMIT APPLICATION

Applicant
Contact Person: Shaunda Bohl

Mailing Address:
2332 Georgia Cir
Gillette, WY 82718

Telephone Number:
307-689-3805

Event
Date: August 3, 2019
Time: 12pm - 12Am
Place: Thunder Speedway
Number of People Expected to Attend: 300

Please briefly describe premises to which alcoholic beverages will be consumed:
Spectator Area

Security Provision (Check Applicable Box)
☐ Private Security Firm
☐ Self Provided
Please Describe
ID required at purchase

Will persons under the age of 21 be admitted? ☐ Yes ☐ No
Age group expected: 0-100
If yes, what steps will be taken to ensure they are not served alcoholic beverages?
ID required at purchase

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)

As an applicant for a 24 hour malt beverage, are you:
A non-profit corporation organized under the laws of this state: ☐ YES ☐ NO
Qualified as a tax exempt organization under the Internal Revenue Code: ☐ YES ☐ NO
And have been in continuous operation for not less than two (2) years: ☐ YES ☐ NO

I hereby certify that I have read and am familiar with Wyoming Statute 12-4-502 and Wyoming Statute 12-6-101 (1988 as amended) and further certify that no one under the age of 21 shall serve or be served malt beverages pursuant to this permit.

Applicant Signature

FOR OFFICE USE ONLY

Amount of Fee: $10.00 Date Paid: 06/03/19 Date Authorized: 

Paid By: Gillette Stock Car Racing Assn - Shaunda Bohl

Permit Authorized By: Board of Campbell County Commissioners

White: County Clerk Green: Sheriff Canary: City Police Dept. Pink: County Attorney Gold: Applicant
MALT BEVERAGE PERMIT APPLICATION

Applicant
Contact Person: Shaunda Bohl
Mailing Address:
3320 Georgia Cir
Gillette, WY 82718
Telephone Number: 307-689-3805

Event
Date: August 10, 2019
Time: 12 pm - 12 am
Place: Thunder Speedway
Number of People Expected to Attend: 500
Please briefly describe premises to which alcoholic beverages will be consumed:
Spectator Area

Security Provision (Check Applicable Box)
☐ Private Security Firm
☒ Self Provided
Please Describe:
ID required at purchase

Will persons under the age of 21 be admitted? ☐ Yes ☐ No
Age group expected: 0-100
If yes, what steps will be taken to insure they are not served alcoholic beverages?
ID required at purchase

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)
As an applicant for a 24 hour malt beverage, are you:
A non-profit corporation organized under the laws of this state: YES ☐ NO ☐
Qualified as a tax exempt organization under the Internal Revenue Code: YES ☐ NO ☐
And have been in continuous operation for not less than two (2) years: YES ☐ NO ☐

I hereby certify that I have read and am familiar with Wyoming Statute 12-4-502 and Wyoming Statute 12-6-101 (1988 as amended) and further certify that no one under the age of 21 years shall serve or be served malt beverages pursuant to this permit.

Applicant Signature:

(Capacity or Position if necessary)

FOR OFFICE USE ONLY
Amount of Fee: $10.00 Date Paid: 06/03/19 Date Authorized:
Paid By: Gillette Stock Car Racing Assn - Shaunda Bohl
Permit Authorized By: Board of Campbell County Commissioners

White: County Clerk Green: Sheriff Canary: City Police Dept. Pink: County Attorney Gold: Applicant
MALT BEVERAGE PERMIT APPLICATION

Applicant: Shaunda Bohl

Mailing Address: 3302 Georgia Cir Gillette, WY 82718

Telephone Number: 307-689-3805

Event

Date: August 17, 2019
Time: 12pm to 12 Am
Place: Thunder Speedway

Number of People Expected to Attend: 300

Spectator Area

Security Provision (Check Applicable Box)

☐ Private Security Firm
☒ Self Provided

Please Describe: ID required at purchase

Will persons under the age of 21 be admitted? ☐ Yes ☑ No
Age group expected: 0-100
If yes, what steps will be taken to assure they are not served alcoholic beverages? ID required at purchase

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)

As an applicant for a 24 hour malt beverage, are you:

A non-profit corporation organized under the laws of this state: YES ☑ NO ☐
Qualified as a tax exempt organization under the Internal Revenue Code: YES ☑ NO ☐
And have been in continuous operation for not less than two (2) years: YES ☑ NO ☐

I hereby certify that I have read and am familiar with Wyoming Statute 12-4-502 and Wyoming Statute 12-6-101 (1988 as amended) and further certify that no one under the age of 21 years shall serve or be served malt beverages pursuant to this permit.

Applicant Signature:

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fee.

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any person or organization for sales at a picnic, banquet, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverage on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. W.S. 12-5-201 does not apply to this subsection.

(b) The permit authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours provided by W.S. 12-5-101. No person or organization shall receive more than a total of twelve (12) malt beverage permits for sale at the same premises in any one (1) year.

W.S. 12-6-101. Sale, etc., prohibited; when possession unlawful; public drunkenness; falsification of identification; penalty; prima facie identification as defense.

(a) Any person who sells, furnishes, gives or causes to be sold, furnished or given away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21), who is not his legal ward, medical patient or member of his own immediate family, is guilty of a misdemeanor. This subsection does not apply to sales by the commission or a wholesaler to a licensee under this title.

FOR OFFICE USE ONLY

Amount of Fee: $10.00 Date Paid: 06/03/19 Date Authorized: 

Paid By: Gillette Stock Car Racing Assn - Shaunda Bohl

Permit Authorized By: Board of Campbell County Commissioners

White: County Clerk Green: Sheriff Canary: City Police Dept. Pink: County Attorney Gold: Applicant
MALT BEVERAGE PERMIT APPLICATION

Applicant
Contact Person: Shaunda Bohl

Mailing Address: 3322 Georgia, WY 82718

Telephone Number: 307-689-3285

Event
Date: August 30, 2019
Time: 12 pm - 12 Am
Place: Thunder Speedway
Spectator Area

Number of People Expected to Attend: 300

Please briefly describe premises to which alcoholic beverages will be consumed:

Security Provision (Check Applicable Box)
- Private Security Firm
- Self Provided
Please Describe: 1D required at purchase

Will persons under the age of 21 be admitted? Yes No
Age group expected: 0 - 100
If yes, what steps will be taken to insure they are not served alcoholic beverages? 1D required at purchase

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)

As an applicant for a 24 hour malt beverage, are you:
A non-profit corporation organized under the laws of this state: YES NO
Qualified as a tax exempt organization under the Internal Revenue Code: YES NO
And have been in continuous operation for not less than two (2) years: YES NO

I hereby certify that I have read and am familiar with Wyoming Statue 12-4-502 and Wyoming Statue 12-6-101 (1988 as amended) and further certify that no one under the age of 21 years shall serve or be served malt beverages pursuant to this permit.

(Applicant Signature)

(Capacity or Position if necessary)

FOR OFFICE USE ONLY

Amount of Fee: $10.00 Date Paid: 06/03/19 Date Authorized: 

Paid By: Gillette Stock Car Racing Assn - Shaunda Bohl

Permit Authorized By: Board of Campbell County Commissioners

White: County Clerk Green: Sheriff Canary: City Police Dept. Pink: County Attorney Gold: Applicant
MALT BEVERAGE PERMIT APPLICATION

Applicant
Contact Person: Shaunda Bohl

Mailing Address: 3329 Georgia Cir.
Gillette, WY 82718

Telephone Number: 307-689-3805

Event
Date: August 31, 2019
Time: 12 pm – 12 Am
Place: Thunder Speedway
Number of People Expected to Attend: 300
Spectator Area

Please briefly describe premises to which alcoholic beverages will be consumed.

Security Provision (Check Applicable Box)
☐ Self Provided
☐ Private Security Firm
☐ 1D required at purchase

Will persons under the age of 21 be admitted? ☐ Yes ☐ No
Age group expected: 0 – 100
If yes, what steps will be taken to insure they are not served alcoholic beverages?

Applicants that are receiving anything of value (i.e., money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)

As an applicant for a 24 hour malt beverage, are you:
☐ A non-profit corporation organized under the laws of this state: YES ☑ NO ☐
☐ Qualified as a tax exempt organization under the Internal Revenue Code: YES ☑ NO ☐
☐ And have been in continuous operation for not less than two (2) years: YES ☑ NO ☐

I hereby certify that I have read and am familiar with Wyoming Statute 12-4-502 and Wyoming Statute 12-6-101 (1988 as amended) and further certify that no one under the age of 21 years shall serve or be served malt beverages pursuant to this permit.

(Applicant Signature)

FOR OFFICE USE ONLY
Amount of Fee: $10.00
Date Paid: 06/03/19
Date Authorized:
Paid By: Gillette Stock Car Racing Assn - Shaunda Bohl
Permit Authorized By: Board of Campbell County Commissioners

White: County Clerk  Green: Sheriff  Canary: City Police Dept.  Pink: County Attorney  Gold: Applicant
MALT BEVERAGE PERMIT APPLICATION

**Applicant**

**Contact Person**

Shaunda Bohl

**Mailing Address:**

3322 Georgia Cir
Gillette, WY 82718

**Telephone Number:**

307-689-3805

**Event**

**Date:**

August 24, 2019, September 1st

**Time:**

12 pm - 12 Am

**Place:**

Thunder Speedway

**300**

**Number of People Expected to Attend:**

Spectator Area

**Security Provision (Check Applicable Box)**

☐ Private Security Firm

☐ Self Provided

Please Describe

ID required at purchase

Will persons under the age of 21 be admitted? ☐ Yes ☐ No

Age group expected: ☐ 0 - 100

If yes, what steps will be taken to insure they are not served alcoholic beverages?

ID required at purchase

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following: (per W.S. 12-5-402)

As an applicant for a 24 hour malt beverage, are you:

A non-profit corporation organized under the laws of this state:

YES ☐ NO ☐

Qualified as a tax exempt organization under the Internal Revenue Code;

YES ☐ NO ☐

And have been in continuous operation for not less than two (2) years.

YES ☐ NO ☐

I hereby certify that I have read and am familiar with Wyoming Statute 12-4-502 and Wyoming Statute 12-6-101 (1986 as amended) and further certify that no one under the age of 21 years shall serve or be served malt beverages pursuant to this permit.

Applicant Signature

(Capacity or Position if necessary)

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fee.

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, barbecue, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverage on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. W.S. 12-5-201 does not apply to this subsection.

(b) The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours provided by W.S. 12-5-101. No person or organization shall receive more than a total of twelve (12) malt beverage permits for sale at the same premises in any one (1) year.

W.S. 12-6-101. Sale, etc., prohibited; when possession unlawful; public drunkenness; falsification of identification; penalty; prima facie identification as defense.

(a) Any person who sells, furnishes, gives or causes to be sold, furnished or given away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21), who is not his legal ward, medical patient or member of his own immediate family, is guilty of a misdemeanor. This subsection does not apply to sales by the commission or a wholesaler to a licensee under this title.

FOR OFFICE USE ONLY

Amount of Fee: $10.00

Date Paid: 06/03/19

Date Authorized: __________________________

Paid By: Gillette Stock Car Racing Assn - Shaunda Bohl

Permit Authorized By: Board of Campbell County Commissioners

White: County Clerk
Green: Sheriff
Canary: City Police Dept.
Pink: County Attorney
Gold: Applicant
Known all persons by these presents: Bond No. 71281370

That we Rebecca Ann Vondrak, of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Village of Heritage, the State of Wyoming, in the penal sum of Twenty Thousand and 00/100 DOLLARS ($20,000.00.), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 9th day of May, 2019.

The condition of the above obligation is such, That whereas, the above bounden Appointed Principal was duly Elected to the office of Treasurer in the Village of Heritage, and State aforesaid for the term beginning June 4, 2019, and ending June 4, 2020.

Now therefore, if the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.

Approved by the Board of County Commissioners this A.D. 20.

Western Surety Company

By Paul T. Bright, Vice President
ACKNOWLEDGMENT OF SURETY

(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha

On this 9th day of May, 2019, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is
the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the
corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the
free act and deed of said corporation.

M. BENT
NOTARY PUBLIC

My Commission Expires March 2, 2020

OATH OF OFFICE

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 it to be done by others; and that I will discharge the duties of my office
with fidelity.

State of Wyoming

County of Campbell

This Oath of Office was subscribed and sworn to before me by Rebecca Ann Vondrak on this 29th day of May, 2019.

My commission expires:

Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING

County of Campbell

On this 29th day of May, 2019, before me, personally appeared

Rebecca Ann Vondrak, to me known to be the person described in and
who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

free act and deed.

My commission expires

June 11th, 2019

Notary Public, Wyoming
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:


Paul T. Bruflat of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer Village of Heritage

bond with bond number 71281370

for Rebecca Ann Vondrak

as Principal in the penalty amount not to exceed: $20,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 9th day of May, 2019.

ATTEST

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA )
COUNTY OF MINNEHAHA )

On this 9th day of May, 2019, before me, a Notary Public, personally appeared

Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. Mohr
Notary Public

My Commission Expires June 23, 2021
Western Surety Company
OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 71281372

That we Rebecca Ann Vondrak

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY,
a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound
unto Rocky Point, the State of Wyoming, in the penal
sum of Twenty Thousand and 00/100 DOLLARS ($ 20,000.00 ),
to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and
severally, firmly by these presents.

Dated this 9th day of May, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Appointed X Principal was duly Elected □ to the office of Treasurer
in the Rocky Point,

and State aforesaid for the term beginning June 4, 2019, and ending

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and
impartially perform all the duties of his said office of Treasurer
as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely
keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay
over without delay to the person or persons authorized by law to receive the same, all moneys which may
come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or
such other person or persons as are authorized by law to receive the same, all moneys, books, papers and
things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to
remain in full force and effect.

Approved by the Board of County
Commissioners this......... day of
............... A.D. 20.......

Principal

WESTERN SURETY COMPANY

By Paul T. Bruch, Vice President
ACKNOWLEDGMENT OF SURETY

STATE OF SOUTH DAKOTA
County of Minnehaha

On this 9th day of May, 2019, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is
the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the
corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the
free act and deed of said corporation.

M. Bent
Notary Public

My Commission Expires March 2, 2020

OATH OF OFFICE

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 it to be done by others; and that I will discharge the duties of my office
with fidelity.

State of Wyoming
County of Campbell

This Oath of Office was subscribed and sworn to before me by
Rebecca Ann Vondrak
on this 22nd day of May, 2019.
My commission expires:

Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell

On this 22nd day of May, 2019, before me, personally appeared
Rebecca Ann Vondrak, to me known to be the person described in and
who executed the foregoing instrument as Principal, and acknowledged that the same was executed as
her free act and deed.

My commission expires

10-16-2019

Notary Public, Wyoming
Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:


Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice President

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer Rocky Point

bond with bond number 71281372

for Rebecca Ann Vondrak

as Principal in the penalty amount not to exceed: $20,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 9th day of May, 2019.

ATTEST

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

On this 9th day of May, 2019, before me, a Notary Public, personally appeared

Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. Mohr
Notary Public

My Commission Expires June 23, 2021
# Position Vacancy Justification

<table>
<thead>
<tr>
<th>Department:</th>
<th>Children's Developmental Services</th>
<th>Date:</th>
<th>6/7/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position Title:</td>
<td>Early Childhood Instructor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classification Band / Range:</td>
<td>58</td>
<td>Current Salary of Incumbent:</td>
<td>$47,091.00</td>
</tr>
<tr>
<td>Salary Range:</td>
<td>Min</td>
<td>Mid</td>
<td>Max</td>
</tr>
<tr>
<td></td>
<td>$47,091.00</td>
<td>$56,514.00</td>
<td>$65,936.00</td>
</tr>
</tbody>
</table>

**Justification for Hiring Position:** To provide quality early childhood services to children by planning, supervising and implementing an educational program in line with the philosophy and curriculum of Children's Developmental Services of Campbell County following National Association for the Education of Young Children (NAEYC) accreditation and Developmentally Appropriate Practice (DAP).

<table>
<thead>
<tr>
<th>Termed Incumbent:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Position Originated:</strong></td>
<td>Budgeted Position</td>
</tr>
<tr>
<td>Funding Source for Position:</td>
<td>County:</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Status Code:</td>
<td>Full-Time</td>
</tr>
<tr>
<td>Reason for Vacancy:</td>
<td>Replacement due to Termination:</td>
</tr>
<tr>
<td>Existing Budgeted Position:</td>
<td>YES</td>
</tr>
<tr>
<td>Benefit Eligible:</td>
<td>YES</td>
</tr>
</tbody>
</table>

Department Head Signature & Date: [Signature] 6/7/19

Commissioner Approval & Date: [Signature]
## Position Vacancy Justification

<table>
<thead>
<tr>
<th>Department:</th>
<th><strong>Public Works / Facilities Maintenance</strong></th>
<th>Date:</th>
<th><strong>June 11, 2019</strong></th>
</tr>
</thead>
</table>

### Position Title:
Facilities Maintenance Tech I or II

<table>
<thead>
<tr>
<th>Classification</th>
<th>Band / Range:</th>
<th>Current Salary of Incumbent:</th>
<th>New position</th>
</tr>
</thead>
<tbody>
<tr>
<td>I: 19/42 or II: 23/52</td>
<td>Min: <strong>$15.26</strong></td>
<td>Mid: <strong>$19.52</strong></td>
<td>Max: <strong>$27.34</strong></td>
</tr>
</tbody>
</table>

### Justification for Hiring Position:
New position approved for 2019-2020 fiscal year.

### Termed Incumbent:
N/A

### Position Originated:
Budgeted Position for fiscal year 2019-2020

### Funding Source for Position:

<table>
<thead>
<tr>
<th>County:</th>
<th>State:</th>
<th>Federal:</th>
<th>Other:</th>
<th>Explain Other:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Yes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Status Code:

<table>
<thead>
<tr>
<th>Status Code:</th>
<th>Number of Annual Hours:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Yes</strong></td>
<td>2080</td>
</tr>
</tbody>
</table>

### Reason for Vacancy:
Replacement due to Termination:
Replacement due to Retirement:
New Position: **X**

### Existing Budgeted Position:

Yes - position budgeted beginning 7/2019

### Benefit Eligible:
Yes

### Department Head Signature & Date:
**K- C- K** 6.11.2019

### Commissioner Approval & Date:
<table>
<thead>
<tr>
<th><strong>Position Vacancy Justification</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Department:</strong> Public Works / Facilities Maintenance</td>
</tr>
<tr>
<td><strong>Position Title:</strong> Maintenance Supervisor (changing to Custodial Supervisor)</td>
</tr>
<tr>
<td><strong>Classification Band / Range:</strong> 58/26 changing to 54/24</td>
</tr>
<tr>
<td><strong>Salary Range:</strong> Min $20.51</td>
</tr>
<tr>
<td><strong>Justification for Hiring Position:</strong> Employee voluntarily terminating employment effective June 20, 2019. Letter received June 12, 2019.</td>
</tr>
<tr>
<td><strong>Termed Incumbent:</strong></td>
</tr>
<tr>
<td><strong>Position Originated:</strong> Budgeted Position for fiscal year 2018-2019</td>
</tr>
<tr>
<td><strong>Funding Source for Position:</strong> County: Yes</td>
</tr>
<tr>
<td><strong>Status Code:</strong> Full-Time Yes</td>
</tr>
<tr>
<td><strong>Reason for Vacancy:</strong> Replacement due to Termination; X</td>
</tr>
<tr>
<td><strong>Existing Budgeted Position:</strong> Yes</td>
</tr>
<tr>
<td><strong>Benefit Eligible:</strong> Yes</td>
</tr>
<tr>
<td><strong>Department Head Signature &amp; Date:</strong> [Signature] 6.12.2019</td>
</tr>
<tr>
<td><strong>Commissioner Approval &amp; Date:</strong></td>
</tr>
</tbody>
</table>
**POSITION VACANCY JUSTIFICATION**

<table>
<thead>
<tr>
<th>Department:</th>
<th>Road &amp; Bridge</th>
<th>Date:</th>
<th>6/12/2019</th>
</tr>
</thead>
</table>

**Position Title:** Equipment Operator I or II  
**Classification Band:** 42/19, 49/22  
**Current Salary:** 26.15 Hourly  
**Salary Range:** DOE/DOQ  
**Minimum:** $15.26  
**Mid-Point:** $21.77  
**Maximum:** $25.38  
**Position Justification:**  
Equipment Operator III Resigned

**Position Originated:**

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

<table>
<thead>
<tr>
<th>Classification:</th>
<th>Full Time</th>
<th>XX</th>
<th>Part Time</th>
<th>Number of Hours</th>
<th>40</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Exempt</td>
<td>Non-Exempt</td>
<td>XX</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for Vacancy:</th>
<th>Resigned</th>
<th>XX</th>
<th>New Position</th>
<th>Terminated</th>
</tr>
</thead>
</table>

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

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

**Department Head Signature:**

**Commissioner Approval:**

Routing: Original: HR for review; HR forward to Commissioners' for approval & signature; return to HR; HR file and make copy to send to requesting department.
The following page(s) contain the backup material for Agenda Item: 9:20 Public Health Contract, Amendment Three

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

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

2. **Purpose of Amendment.** This Amendment shall constitute the third amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to:

   A. Increase the total Contract dollar amount by two hundred twenty-four thousand, eighty-eight dollars ($224,088.00) to five hundred forty-seven thousand, one hundred seventy-six dollars ($547,176.00), by:

   i. Increasing the maximum amount of federal funds provided under CFDA# 93.558 by ninety thousand, nine hundred ninety-three dollars ($90,993.00) to one hundred eighty-one thousand, nine hundred eighty-six dollars ($181,986.00) as referenced in Attachment A-2;

   ii. Increasing the maximum amount of state general funds by forty thousand, ninety-five dollars ($40,095.00) to eighty thousand, one hundred ninety dollars ($80,190.00) as referenced in Attachment A-2;

   iii. Adding the maximum amount of federal funds provided under CFDA#93.069 by ninety-three thousand dollars ($93,000.00), as referenced in Attachment B-2;

   B. Replace references to the program name “Public Health Emergency Preparedness” with “Public Health Preparedness and Response”;

   C. Replace Attachment A-1, Maternal and Child Health Statement of Work, with Attachment A-2, Revised Maternal and Child Health Statement of Work;

   D. Replace Attachment B-1, Revised Public Health Emergency Preparedness Statement of Work, with Attachment B-2, Public Health Preparedness and Response Statement of Work;


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

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

Amendment Two, dated April 10, 2019, amended the original Contract to replace Attachment A, Maternal and Child Health Statement of Work with Attachment A-1, Revised Maternal and Child Health Statement of Work.

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

4. **Amendments.**

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

   “The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachments A, B, and C which are attached to and incorporated into this Contract by this reference. The total payment under this Contract shall not exceed five hundred forty-seven thousand, one hundred seventy-six dollars ($547,176.00). The maximum amount of federal funds provided under CFDA# 93.558 is one hundred eighty-one thousand, nine hundred eighty-six dollars ($181,986.00). The maximum amount of state general funds is eighty thousand, one hundred ninety dollars ($80,190.00). The maximum amount of federal funds provided under CFDA# 93.069 is ninety-three thousand dollars ($93,000.00). Payment shall be made upon invoice in accordance with the respective pay schedule and requirements as outlined in each Attachment. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.”

B. As of the Effective Date of this Amendment, all references to the program name “Public Health Emergency Preparedness” are amended to read: “Public Health Preparedness and Response”.

Amendment Three to the Contract between
Wyoming Department of Health, Public Health Division
and Campbell County
Page 2 of 5
5. **Amended Responsibilities of the Contractor.**

A. As of the Effective Date of this Amendment,

i. Attachment A-1, Revised Maternal and Child Health Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment A-2, Revised Maternal and Child Health Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment A-1” in the original Contract, and in any amendments thereto, are amended to read: “Attachment A-2”.

ii. Attachment B-1, Revised Public Health Emergency Preparedness Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment B-2, Public Health Preparedness and Response Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment B-1” in the original Contract, and in any amendments thereto, are amended to read: “Attachment B-2”.

iii. Attachment C, Public Health Emergency Preparedness Crisis Response Funding Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment C-1, Public Health Preparedness and Response Crisis Funding Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment C” in the original Contract, and in any amendments thereto, are amended to read: “Attachment C-1”.

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

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

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

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

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

i) Original Contract, consisting of twelve (12) pages;
ii) Attachment A, Maternal and Child Health Statement of Work, consisting of seven (7) pages;
iv) Attachment C, Public Health Emergency Preparedness Crisis Response Funding Statement of Work, consisting of six (6) pages;
v) Attachment D, Business Associate Agreement, consisting of six (6) pages;
vi) Amendment One, consisting of three (3) pages;
vii) Attachment B-1, Revised Public Health Emergency Preparedness Statement of Work, consisting of twelve (12) pages;
viii) Amendment Two, consisting of three (3) pages;
ix) Attachment A-1, Revised Maternal and Child Health Statement of Work, consisting of seven (7) pages;
x) This Amendment Three, consisting of five (5) pages;
xii) Attachment A-2, Revised Maternal and Child Health Statement of Work consisting of six (6) pages;
xii) Attachment B-2, Public Health Preparedness and Response Statement of Work, consisting of twelve (12) pages; and
xiii) Attachment C-1, Public Health Preparedness and Response Crisis Response Funding Statement of Work, consisting of six (6) pages.

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

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

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

Michael A. Ceballos, Director  
Date

Stephanie Pyle, MBA  
Senior Administrator, Public Health Division  
Date

**CONTRACTOR: CAMPBELL COUNTY**

Chairman, Campbell County Board of Commissioners  
Date

**COUNTY ATTORNEY: APPROVAL AS TO FORM**

Campbell County Attorney  
Date

**COUNTY CLERK’S ATTESTATION**

Campbell County Clerk  
Date

**CAMPBELL COUNTY HEALTH DEPARTMENT**

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

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

Kristin M. Nuss, Senior Assistant Attorney General  
Date

05-30-19

Amendment Three to the Contract between  
Wyoming Department of Health, Public Health Division  
and Campbell County  
Page 5 of 5
9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

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

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

Michael A. Ceballos, Director

[Signature] Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

[Signature] Date

**CONTRACTOR: CAMPBELL COUNTY**

Chairman, Campbell County Board of Commissioners

[Signature] Date

**COUNTY ATTORNEY: APPROVAL AS TO FORM**

Campbell County Attorney

[Signature] Date

**COUNTY CLERK’S ATTESTATION**

Campbell County Clerk

[Signature] Date

**CAMPBELL COUNTY HEALTH DEPARTMENT**

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

[Signature] Date

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

Kristin M. Nuss, Senior Assistant Attorney General

[Signature] 05-30-19 Date

Amendment Three to the Contract between
Wyoming Department of Health, Public Health Division
and Campbell County
Page 5 of 5
ATTACHMENT A-2:
REVISED MATERNAL AND CHILD HEALTH STATEMENT OF WORK

GENERAL DESCRIPTION

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

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

I. PAYMENT AND FISCAL REQUIREMENTS

The maximum amount of federal funds provided under CFDA# 93.558 shall not exceed one hundred eighty-one thousand, nine hundred eighty-six dollars ($181,986.00).

The maximum amount of state general funds provided shall not exceed eighty thousand, one hundred ninety dollars ($80,190.00).

Payment under this contract will occur within forty-five (45) days of receipt of invoice. Invoices will reflect approved expenditures required to deliver services outlined in this Statement of Work. Payment by Agency will serve as a reimbursement for approved expenditures.

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

Fiscal Reporting Requirements

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

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

C. Contractor will submit monthly MCH invoices via e-mail to the Agency no later than the last business day of the month following the service month on an approved invoice template provided by the Agency. Contractor will verify completeness and accuracy of the data and figures included in the invoice before submission.
   i. Invoices must include approved State General Funds (SGF) and Temporary Assistance for Needy Families (TANF) expenditures necessary to provide required
deliverables. If expenditures include salary and benefits, Contractor will use Public Health Nursing Informatics (PHNI) or comparable time and task reports to determine the percentage of time each nurse devotes to SGF-approved activities and TANF-approved activities. Reimbursed SGF or TANF funds must be used as direct reimbursement for the expenditures listed in the MCH invoice.

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

**Funding Requirements**

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

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

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

II. HEALTHY BABY HOME VISITATION PROGRAM REQUIREMENTS

A. Contractor will provide appropriate nursing contact to eligible women as legislated in Wyoming Statute: Title 35, Chapter 27, Public Health Nursing Infant Home Visitation Services (Wyo. Stat. Ann §§ 35-27-101, -104). Public Health Nursing (PHN) within the County will provide contacts with eligible pregnant women and following pregnancy with eligible women not contacted prenatally.

i. For each referral received, the Contractor must make three (3) attempts to contact the referred individual, using the definition of a contact as described below.
   a) The goal for contacting County resident birth referrals is seventy-five percent (75%).
   b) The goal for contacting County resident Medicaid births is ninety-five percent (95%).

ii. A contact includes a phone call, or hospital, home and/or office visit that consists of a two-way communication where information about available services is exchanged between the nurse and the client.

iii. Contractor will develop a plan to meet the above targets for contacting County resident birth referrals and County resident Medicaid births. The plan will be shared with the MCH State Nurse Consultant by the end of Quarter One of each contract year.

iv. Contractor will collaborate with community partners to develop or update a comprehensive list of MCH client resources available. This list is to be used to support MCH client needs and referrals and educate MCH home visiting nurses on available community services.

B. Contractor will use the following list, as cited in Wyo. Stat. Ann §§ 35-27-101, -104, to prioritize delivery of Healthy Baby Home Visitation services. Contractor will prioritize meeting fidelity requirements for those women who are prioritized for enrollment.

i. First-time pregnant women under the age of twenty (20) years who are on or eligible for Medicaid or WIC, or both;

ii. Any pregnant woman or family in need of home visitation services who is referred by an attending physician;
iii. First-time births to women who, regardless of age, are on or eligible for Medicaid or WIC, or both;
iv. Preterm births;
v. Victims of domestic violence;
vi. Pregnant women or mothers presenting with a mental illness or substance abuse problem or both, who is an inpatient at the Wyoming State Hospital, a psychiatric hospital, or an inpatient treatment facility, or is referred for services by a community health center;
vii. Pregnant women or mothers confined to a county jail, the Wyoming Women’s Center or other correctional facility in-state, on probation or parole, as a result of a conviction of a criminal offense; or
viii. Subsequent pregnancy or births where the woman or family is on or eligible for Medicaid or WIC, or both.

C. Contractor will provide home visitation services for eligible pregnant women and women who have delivered as part of the Healthy Baby Home Visitation Program. The Healthy Baby Home Visitation Program is a combination of two (2) models: Nurse-Family Partnership (NFP) and Best Beginnings (BB). NFP is delivered in four (4) counties and BB is delivered in all counties.

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

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

F. Contractor will complete all required Healthy Baby Home Visitation Program trainings including but not limited to:
i. BB Mentorship and Orientation Plan
ii. BB/NFP Conference Calls

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

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

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

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

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

C. Contractor will complete all required CSH trainings.

D. Contractor will contact referred families to assess if a CSH, Maternal High Risk (MHR), or Newborn Intensive Care (NBIC) application is appropriate and if care coordination services are needed.

E. Contractor will respond to the appropriate regional CSH Benefits and Eligibility Specialist in writing within thirty (30) days of the referral. The response will include the result of the referral (e.g. submission of CSH application, referral to community resources).

F. Contractor will assist families in completing CSH applications.

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

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

IV. MATERNAL AND CHILD HEALTH SERVICES

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

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
ATTACHMENT B-2:
PUBLIC HEALTH PREPAREDNESS AND RESPONSE STATEMENT OF WORK

GENERAL DESCRIPTION

The parties to this Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Contractor). This Statement of Work pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is intended as a Statement of Work (SOW) to identify and describe deliverables and payment structure for the development of public health emergency preparedness and response capability in the County through the implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities. Deliverables have been developed from the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health document.

The requirements articulated in Attachment B-2, Public Health Preparedness and Response Statement of Work, represent known preparedness requirements; the Agency retains the right to change the deliverables as outlined below, based on any additional requirements or information that may come from CDC. Additional requirements or changes will be articulated to the Contractor as soon as possible, once the Wyoming Department of Health (WDH) Public Health Preparedness and Response (PHPR) Unit receives this information. Failure to meet these requirements and show progress in medical countermeasures, pandemic influenza planning, and all other requirements may affect future funding for the Agency, and in turn, preparedness and response funding for the Contractor. Deliverables must be completed by the due date; payments will only be made once all deliverables are met for the prior quarter. PHPR staff is available to facilitate planning activities and provide technical assistance.

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

PAYMENT

A. The source of funds for this Contract is via a Cooperative Agreement from the Centers for Disease Control Catalog of Federal Domestic Assistance (CFDA) No. 93.069, in the amount of ninety-three thousand dollars ($93,000.00).

B. The Agency agrees to pay the Contractor for the services described in this Attachment B-2. Total payment under this Contract shall not exceed ninety-three thousand dollars ($93,000.00). Funding will be distributed monthly on a reimbursement basis. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. A detailed reimbursement process and templates for invoices will be provided by PHPR.

C. No payment shall be made for work performed before the Effective Date of this Contract. Contractor will provide invoices for each month of the contract period on the provided
template with supporting documentation, such as copies of vendor invoices, documentation of personnel time and effort, travel receipts, and other documentation as requested. Final invoice must be submitted within thirty (30) days of the end of the contract period. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the Agency.

D. Contractor must match ten percent (10%) of total federal funding. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment, or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions.

E. Travel. The payment of travel expenses shall be allowed as set forth below. Contractor is expected to procure the most cost efficient travel arrangements.

i. Air Travel. The Agency agrees to reimburse the Contractor’s air travel expenses related to the performance of this Contract. Air travel shall be reimbursed based on actual costs, including luggage fee for one (1) bag each way, supported by a copy of the original receipt with the invoice. Contractor must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Contractor shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

ii. Personal Vehicle. Mileage shall be reimbursed at the current State rate per mile based on Wyoming Department of Transportation mileage chart, unless unavailable, then using standard map mileage from Google maps.

iii. Miscellaneous Travel Expenses. The Agency agrees to reimburse the Contractor’s miscellaneous travel expenses related to the performance of this Contract. Miscellaneous expenses will be reimbursed based on actual costs for round trip transportation by taxi or shuttle to and from airport and hotel; airport economy parking; and road tolls.

F. Lodging.

i. The Agency agrees to reimburse Contractor’s lodging expenses related to the performance of this Contract. The Contractor shall be reimbursed for lodging/hotel up to the amount prescribed for the traveler’s destination at the federal standard per diem rate per day. Requests for reimbursement shall state the amount allowed for lodging/hotel and list the actual number of travel days on the Contractor’s invoice. Pre-tax lodging amounts exceeding the prescribed “maximum lodging” rate must be pre-approved by the Agency.
G. Meals.

i. The Agency agrees to reimburse Contractor’s meal and incidental expenses (M&IE) related to the performance of this Contract. The Contractor shall be reimbursed for travel for official business that extends beyond one (1) day, to a location more than fifty (50) miles from their official domicile at the federal standard M&IE allowance. The M&IE amount will be computed so as to pay seventy-five percent (75%) of the traveler’s destination rate on the day of departure, one hundred percent (100%) for all interim official business days, and seventy-five percent (75%) of the traveler’s previous day’s rate on the day of return.


I. All expenditures must support and relate to Attachment C-2, Public Health Preparedness, and Response Statement of Work.

J. Contractor cannot use funds for bonuses or incentives.

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

L. Current PHRC salary will be reimbursed at the rate approved by PHPR Manager in 2019-2020 budget discussions.


N. During a federal or state declared emergency, Contractor will provide dispensing of medical countermeasures to state and federal employees and their families as directed by the Agency.

**TIMELINE AND DELIVERABLES**

The following table shows specific tasks, milestones, completion dates, and estimated payments. The Deliverables Guidance Matrix for July 1, 2019 – June 30, 2020, will be distributed to Contractor prior to July 1, 2019. All deliverables must be submitted to the Contract Reporting Tool (CRT) including invoices for reimbursement, Public Health Nursing Informatics (PHNI) report, and quarterly match summary.

<table>
<thead>
<tr>
<th>Timetable and Deliverables for Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recurring deliverables to be completed once per quarter.</td>
</tr>
<tr>
<td>Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)</td>
</tr>
</tbody>
</table>
A. Support assessment of at-risk populations as necessary, which could include validating data, surveying the local community, or fully participating in a state-led at-risk workgroup.

B. In collaboration with Healthcare Coalition (HCC), continue to build and sustain state and community partnerships. Coordinate with local partners to engage agency offices in collaborative preparedness planning and reviewing of local jurisdiction efforts, engage diverse at-risk populations.

C. In collaboration with partners and stakeholders review and update jurisdictional preparedness plans to include at-risk populations and those with access and functional needs (AFN) using the current CMIST framework by completing the following activities:
   i. Identify at-risk populations in the community with AFN
   ii. Coordinate with whole community partners (listed in PHPR capabilities and to include mental/behavioral health providers) by including each in planning meetings and/or by sharing plans with each to solicit feedback
   iii. Consider AFN of individuals in planning.
   iv. Ensure child-focused and senior-focused needs and partnerships are considered in planning.

D. Include at-risk populations, those with access and functional needs, and groups who work on behalf of or with at-risk populations in preparedness training, exercises, and responses to public health emergencies.

E. Coordinate with Contractor regional HCC to plan for at-risk populations.

F. Include the Healthcare Preparedness Program (HPP) and HCC in training and exercises.

**Domain 2: Strengthen Incident Management (Capability 3)**

A. Submit a quarterly match summary by completing the match spreadsheet on the CRT. Submit supporting documentation (either from PHNI system if PHPR time is tracked or another method if the Contractor does not use PHNI to track PHPR support) and upload to CRT. These must be submitted no later than the twentieth (20th) of the month following the end of the quarter (October 20, 2019, January 20, 2020, April 20, 2020, and July 20, 2020).

B. Attend monthly joint PHRC and PHPR calls. If the PHRC cannot attend, either another person from that jurisdiction can attend, or the PHRC must review the recording of the call.

C. Conduct training, drills, and exercises of the public health incident command structure (PHICS) as it applies to the response to public health threats and emergencies.

D. Participate in compliance visit as requested.

E. Nurse Managers and Public Health Department Directors or designee are to meet with PHRC quarterly to review progress, review deliverables, and complete the progress report. Submit progress report to the CRT after the approval of the supervisor.

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

A. Review, update, and validate all alerting and notification groups and members, including PHICS members.
B. Review, update, maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHPR for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.
C. Review and update public health after-hours contact information quarterly or as changes occur.
D. Participate in one (1) statewide radio drill each month.
E. Conduct at least one (1) notification drill for PHICS.
F. Create and/or update list of local media contacts, Public Information Officer (PIO), and social media contacts

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)
A. Conduct alerting and notification drill for Strategic National Stockpile (SNS) teams and all SNS sites: Points of Dispensing (POD), Local Distribution Site (LDS), Public Health Emergency Operations Center (EOC).
B. Conduct redundant communication and radio drill for SNS teams and SNS sites (POD, LDS, and EOC).

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)
A. Ensure volunteers are included in training, drills, and exercises.
B. Coordinate with HPP, emergency management, and other partners and stakeholders to identify, recruit, register, train, and engage volunteers to support the jurisdiction's response to public health emergencies.

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

Domain 2: Strengthen Incident Management (Capability 3)
A. PHRC, Nurse Managers, and Public Health Department Directors or designee must complete CRT training before July 31, 2019.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)
A. Attend Medical Countermeasures (MCM) guidance and training webinar or workshop which will focus on latest MCM guidance, cold chain management, and 2020 full-scale exercise preparation.

<table>
<thead>
<tr>
<th>Description</th>
<th>Months</th>
<th>Cost</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Quarter 2 requirements due no later than December 31, 2019</td>
<td>Three (3)</td>
<td>Estimated one quarter (1/4) payment</td>
<td>Upon submission of monthly invoices</td>
</tr>
</tbody>
</table>
A. Participate in the county level Training and Exercise Planning Workshop (TEPW) if conducted, otherwise, conduct an ESF #8 TEPW; develop and provide Multi-Year Training and Exercise Plan (MYTEP).
B. Respond to the State HPP / PHPR ESF #8 TEPW Survey Data Call.
C. Begin the HSEEP exercise planning process for the 2020 MCM Pandemic Influenza full-scale exercise.

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

A. Conduct at least one (1) locally derived inventory management drill related to vaccine storage and inventory tracking via a state derived tracking program (i.e. PHPR excel sheets or Wyoming Immunization Registry (WYIR)).
B. Maintain a stockpile of Personal Protective Equipment (PPE) and respirators for the county that meets or exceeds 2014 PHN PPE Guide recommendations. Update and submit a PPE inventory list.

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

A. Identify three (3) public health staff to have access to the WDH Hospital Bed Tracking System and coordinate with the HPP coordinator to maintain or obtain access and training. One (1) of the three (3) public health staff identified will be the county nurse manager or department director.
B. Create a roster of clinical staff for medical shelters (MS) by working with local partners and PHRCs in adjoining jurisdictions.
C. Review, update, and address gaps in Contractor MS wrap-around services worksheets for each MS site in Contractor jurisdiction and post current version to the CRT.
D. For each MS site identified in Contractor jurisdiction, review and update all needed information on each service listed on the wrap around services spreadsheet. Strive to find sources for each previously gap. Post Contractor updated wrap-around services spreadsheets to the CRT.
E. Complete and upload templates estimating the number of volunteers needed for all identified local jurisdiction risks.

<table>
<thead>
<tr>
<th>Description</th>
<th>Months</th>
<th>Cost</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 3 requirements due no later than March 31, 2020</td>
<td>Three (3)</td>
<td>Estimated one quarter (1/4) payment</td>
<td>Upon submission of monthly invoices</td>
</tr>
</tbody>
</table>
**Domain 2: Strengthen Incident Management (Capability 3)**

A. Provide updated inventory report for single items costing five hundred dollars ($500.00) or more.

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

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

A. Comply with SAFECOM requirements.

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

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

A. Complete MCM-ORR action plans citing necessary items requiring attention within plans, operations or exercise to meet the MCM-ORR "established" rating.

B. Submit a copy of local Jurisdictional Data Sheets (JDS) and a copy of the most current SNS/MCM base plan (no annexes), and necessary supporting documentation to the MCM-ORR website.

C. Complete the following MCM-ORR fillable PDF forms and submit to the MCM-ORR page under the PHPR CRT:
   i. Staff Notification and Assembly Drill
   ii. Site Activation Drill
   iii. Facility Set up Drill

<table>
<thead>
<tr>
<th>Description</th>
<th>Months</th>
<th>Cost</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 4 requirements due no later than June 30, 2020</td>
<td>Three (3)</td>
<td>Estimated one quarter (1/4) payment</td>
<td>Upon submission of monthly invoices</td>
</tr>
</tbody>
</table>

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

A. Complete the Jurisdictional Risk Assessment.

**Domain 2: Strengthen Incident Management (Capability 3)**

A. Participate in at least one (1) Essential Elements of Information (EEI) drill with WDH-SHOC and WDH Incident Management Team (IMT). The response must be provided within the timeframe identified in the EEI request.

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

A. By May 1, 2020, draft a one (1) page summary to address an engagement strategy with local vaccine providers (i.e. hospital, pharmacies, vaccine events with local schools) to vaccinate eighty percent (80%) of the jurisdiction's adult and pediatric population with two doses of vaccine for pandemic influenza, separated by twenty-one (21) days, within twelve (12) weeks of pandemic influenza vaccine availability. The summary will be discussed during the jurisdiction's 2020 MCM-ORR program assessment.
B. By May 1, 2020, draft a summary to address a public health strategy to vaccinate Tier 1, Tier 2, and Tier 3 critical workforce personnel with two doses of vaccine for pandemic influenza, separated by at least twenty-one (21) days, within four (4) weeks of vaccine availability. The one (1) page summary will be discussed during the jurisdiction's 2020 MCM-ORR for program assessment.

C. Conduct an anthrax sixty (60) day regimen scenario table-top exercise with public health staff and place emphasis on supporting critical workforce. Submit AAR/IP within provided timelines.

D. Review and update the following plans to meet current CDC MCM-ORR guidance and state MCM/SNS plan. Plans must reflect planning elements or reference specific response plans for both an anthrax (category A agent) release, and emerging infectious disease (must include pandemic influenza):
   i. MCM/SNS Base Plan
   ii. Public Health Emergency Operations Plan
   iii. Emergency Support Function #8 Plan
   iv. Pan Flu Plan
   v. Communications Plan

E. Ensure critical workforce support is addressed within applicable plans.

F. Review, maintain, and adhere to the Respiratory Protection Program (RPP) for appropriate public health staff; participate in plan update.

G. Complete N95 fit testing for all staff assigned a respirator annually, assist with and verify the responder has received annual training. Note: N95 fit testing must be conducted for all staff including those assigned a Powered Air Purifying Respirator (PAPR) except otherwise by the licensed medical provider who completed the medical evaluation.

H. Maintain PHPR owned PortaCount equipment by appropriately storing, transporting, and ensuring annual calibration and necessary repairs are completed with TSI Incorporated.

I. Exercise or drill Emergency Responder Health Monitoring and Surveillance with public health responders.

J. Participate in MCM-ORR program review site visit from PHPR and PHN representatives.
   i. Onsite: six (6) onsite local jurisdictions are Platte, Campbell, Johnson, Albany, Niobrara, and Natrona
   ii. Desk Audit: local jurisdictions not receiving MCM site visit will be scheduled by the state MCM coordinator for a teleconference base program assessment.

K. Update local SNS/MCM plan based on the current state SNS/MCM plan.

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

A. In cooperation and coordination with HCCs and county emergency managers, develop a checklist or standard operating guide (SOG) that:
   i. Describes the roles and responsibilities of public health agencies during a non-public health incident and the processes for alerting and employing public health agencies in support operations.
ii. Addresses processes for determining public health incident surge requirements and identifying and alerting organizations that will support local public health if a public health incident exceeds the capabilities of the public health agency.

**Annual requirements due no later than June 30, 2020**

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

<table>
<thead>
<tr>
<th>A. Conduct a pandemic influenza scenario POD (recommended during seasonal influenza clinics) and include a closed POD operation with critical workforce partners.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Conduct an anthrax sixty (60) day regimen scenario tabletop exercise with public health staff (local partners are encouraged to be invited) that places emphasis on supporting critical workforce.</td>
</tr>
<tr>
<td>C. Participate in performance measurement data collection activities.</td>
</tr>
<tr>
<td>D. Conduct seminars or workshops to discuss strategies to vaccinate eighty percent (80%) of the jurisdiction's adult and pediatric population with two doses of vaccine for pandemic influenza, separated by twenty-one (21) days, within twelve (12) weeks of pandemic influenza vaccine availability.</td>
</tr>
<tr>
<td>E. Conduct seminars or workshops to discuss strategies to vaccinate Tier 1, Tier 2, and Tier 3 critical workforce personnel with two (2) doses of pandemic influenza, separated by at least twenty-one (21) days, within four (4) weeks of pandemic influenza vaccine availability.</td>
</tr>
<tr>
<td>F. Conduct POD exercise using an MCM/SNS scenario based on a pandemic influenza event with jurisdiction partners (includes healthcare coalitions as applicable).</td>
</tr>
<tr>
<td>G. Review, update, train, and exercise their mobilization/demobilization plans with a focus on MCM/PODS.</td>
</tr>
<tr>
<td>H. Coordinate with hospitals to ensure public health and hospitals understand and concur with each other’s role during public health emergencies.</td>
</tr>
<tr>
<td>I. Exercise fiscal and administrative preparedness plan</td>
</tr>
<tr>
<td>J. Develop and maintain a public health communications plan.</td>
</tr>
<tr>
<td>K. Create and maintain Memorandum of Understanding (MOU), letters of agreement, or other documents of concurrence with volunteer partners.</td>
</tr>
<tr>
<td>L. Respond to at least two (2) PHPR conducted drills of after-hours phone numbers during this budget period. Contact must be made with Public Health Nursing (PHN) staff.</td>
</tr>
<tr>
<td>M. Participate in two (2) state activated EEI drills that demonstrate the ability to rapidly share/exchange information with key partners. These must be conducted as follows: one (1) before December 31, 2019, and the other before June 20, 2020.</td>
</tr>
<tr>
<td>N. Conduct two (2) volunteer assembly drills during this budget cycle. One (1) drill before December 31, 2019, and the other before June 30, 2020. At least one (1) of those drills must be conducted in conjunction with the POD-vaccination drill. Drills must include staffing, just-in-time training, safety briefing, position assignments, and performing assignments during the drill.</td>
</tr>
<tr>
<td>O. Include volunteers in training, drills, and exercises throughout the budget cycle to demonstrate skills and competencies.</td>
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</tbody>
</table>
P. Participate in an exercise of communication applications for rapid alerting and notification for partner and local jurisdiction. PIO or spokesperson will participate two (2) times per year.

Q. PHRC and local jurisdiction PIO or spokesperson will attend a virtual PHPR PIO Google Site Training.

R. Complete a request to add all local jurisdiction PIO or spokesperson to the PHPR PIO Google Site.

S. Participate in the virtual PIO/JIC exercise.

T. Conduct two (2) PHICS staff assembly drills or use real-time incidents for notifying personnel to report physically or virtually to the public health emergency operations center or jurisdictional emergency operations center, one (1) due December 31, 2019, and one (1) due June 30, 2020.

U. Submit Drill Data Collection Sheets at the end of each quarter.

V. Submit AAR/IP forms. AARs/IP must be completed and submitted within one hundred twenty (120) days (but no later than June 30, 2020) after every tabletop (TTX), functional exercise (FE), full-scale exercise (FSE), or incident involving public health.

W. Include PHPR staff and PHN Liaison as observers in functional and full-scale exercises; provide a minimum of forty-five (45) days’ notice.

X. Provide additional documentation as requested for verification of deliverables.

Y. Comply with PHPR compliance monitoring.
   i. Onsite: eight (8) onsite local jurisdictions are Converse, Eastern Shoshone, Fremont, Northern Arapaho, Lincoln, Niobrara, Weston, Johnson, and Sheridan
   ii. Desk Audit: local jurisdictions not receiving compliance site visit will be scheduled by the compliance coordinator for a teleconference based assessment interview.

Z. In collaboration with local partners review operations and security needs at the following:
   i. LDS
   ii. RDS
   iii. POD
   iv. PHRC (or local designee) will attend the in-person Face2Face meeting as scheduled two (2) times per year.
   v. PHRC, PHN manager, or health department director hired during the contract period will attend WARN training within thirty (30) days of hire.

AA. PHRC, PHN manager, or health department director hired during the contract period will attend WARN training within thirty (30) days of hire.

BB. Include planning for at-risk populations in jurisdictional emergency preparedness training, drills, and exercises; report on this in corresponding data collection sheets and AAR/IP.

CC. Continue development of PHICS capabilities through training, drills, and exercises to better equip the team for activating, operating, and managing a public health emergency that includes pandemic influenza and anthrax response to include staffing the public health emergency operations center.
DD. Maintain a list of IMT personnel with the necessary training to fulfill required incident command and public health incident management roles; provide documentation of PHICS training and post to the CRT.

EE. Review, update, train, and exercise mobilization and demobilization plans with a focus on MCM and PODS.

FF. Before March 31, 2020, conduct a pandemic influenza tabletop exercise and post AAR/IP to the CRT.

GG. Conduct an annual public health and medical preparedness exercise that specifically addresses the needs of people with disabilities and other at-risk individuals or populations.

HH. Collaborate with HCC's and Medical Reserve Corp (MRC) to develop and update Contractor local health and medical volunteer plan that is compliant with Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR VHP) and Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health.

II. Track and report the number of times a year that the county EOC is activated (partial or full activation) when public health is involved.

JJ. Compose, update, and maintain all mandatory policies as outlined in the compliance checklist including but not limited to:
   i. nepotism policy
   ii. travel policy
   iii. discrimination policy
   iv. drug-free workplace policy
   v. conflict of interest policy
   vi. whistleblower policy

Training requirements due no later than June 30, 2020
It is highly recommended that these activities be completed early in the contract period.

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

B. Attend Homeland Security Exercise and Evaluation Plan HSEEP training if offered.

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

D. Attend the SNS course at the Center for Domestic Preparedness, Anniston, AL by June 30, 2020, if available, if not completed in the last five (5) years.

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

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

G. All PHRCs and Public Health Nurse Managers will complete the Cyber and Infrastructure Agency's Active Shooter Emergency Action Plan training. Link to the training:
H. PIO and alternates must complete one (1) of the following training each year: CDC CERC Training, FEMA G290 – Public Information Officer – Basic, and FEMA IS-42: Social Media in Emergency Management, MGT 902 - Managing Public Information for All Hazards Incidents (MPI). Recommended: Advanced Public Information Officer Training.

I. Complete required training every 5 years: E0489 Management of Spontaneous Volunteers in Disasters (or similar), and IS-244.B Developing and Managing Volunteers.


L. Attend all calls, webinars, scheduled, or assigned self-pace/independent studies throughout the year that address areas for improvement and identified training needs.

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ATTACHMENT C-1:
PUBLIC HEALTH PREPAREDNESS AND RESPONSE CRISIS FUNDING
STATEMENT OF WORK

GENERAL DESCRIPTION

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

The requirements articulated in Attachment C-1, Public Health Preparedness and Response Crisis Funding Statement of Work, represent known response requirements; the Agency retains the right to change the deliverables as outlined below, based on any additional requirements or information that may come from CDC. CDC may establish ad hoc due dates based on the needs of the crisis. Additional requirements or changes will be articulated to the Contractor as soon as possible, once Wyoming Department of Health (WDH), Public Health Preparedness and Response (PHPR) Unit (Agency) receives this information. Failure to meet these requirements may affect future funding for the Agency, and in turn emergency response funding for the Contractor. Deliverables must be kept up to date; quarterly payments will only be made once all deliverables are met for the prior quarter. PHPR staff is available to facilitate planning activities and provide technical assistance. It is understood that Public Health Response Coordinators (PHRC) are typically assigned the responsibility of addressing the deliverables listed below and support the Emergency Support Function (ESF) #8 Public Health and Medical during a response.

PAYMENT

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

B. The Agency agrees to pay the Contractor for the services described in Attachment C-1. Total payment under this Contract shall not exceed one hundred thousand dollars ($100,000.00). An advance payment, equaling twenty-five percent (25%) of the contracted
amount, shall be made upon notice from CDC that funding is available in the amount of twenty-five thousand dollars ($25,000.00). Additional funding will be distributed monthly on a reimbursement basis. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. A detailed reimbursement process and templates for invoices will be provided by PHPR.

C. No payment shall be made for work performed before the Effective Date of this Contract. Contractor will provide invoices for each month of the contract period on the provided template with supporting documentation, such as copies of vendor invoices, documentation of personnel time and effort, travel receipts, and other documentation as requested. Final invoice must be submitted within thirty (30) days of the end of the contract period. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the Agency.

D. Travel. The payment of travel expenses shall be allowed as set forth below. Contractor is expected to procure the most cost efficient travel arrangements.

   i. Air Travel. The Agency agrees to reimburse the Contractor’s air travel expenses related to the performance of this Contract. Air travel shall be reimbursed based on actual costs, including luggage fee for one (1) bag each way, supported by a copy of the original receipt with the invoice. Contractor must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Contractor shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

   ii. Personal Vehicle. Mileage shall be reimbursed at the current State rate per mile based on Wyoming Department of Transportation mileage chart, unless unavailable, then using standard map mileage from Google maps.

   iii. Miscellaneous Travel Expenses. The Agency agrees to reimburse the Contractor’s miscellaneous travel expenses related to the performance of this Contract. Miscellaneous expenses will be reimbursed based on actual costs for round trip transportation by taxi or shuttle to and from airport and hotel; airport economy parking; and road tolls.

E. Lodging

   i. The Agency agrees to reimburse Contractor’s meal and incidental expenses (M&IE) related to the performance of this Contract. The Contractor shall be reimbursed for travel for official business that extends beyond one (1) day, to a location more than fifty (50) miles from their official domicile at the federal standard M&IE allowance. The M&IE amount will be computed so as to pay seventy-five percent (75%) of the traveler’s destination rate on the day of departure, one hundred percent (100%) for all interim official business days, and seventy-five percent (75%) of the traveler’s previous day’s rate on the day of return.
F. Meals.
   i. The Agency agrees to reimburse Contractor’s meal and incidental expenses (M&IE) related to the performance of this Contract. The Contractor shall be reimbursed for travel for official business that extends beyond one (1) day, to a location more than fifty (50) miles from their official domicile at the federal standard M&IE allowance. The M&IE amount will be computed so as to pay seventy-five percent (75%) of the traveler’s destination rate on the day of departure, one hundred percent (100%) for all interim official business days, and seventy-five percent (75%) of the traveler’s previous day’s rate on the day of return.

G. Restrictions upon funding are outlined in the Cooperative Agreement for Emergency Response: Public Health Crisis Response CDC-RFA-TP18-1802.

H. Contractor cannot use funds for bonuses or incentives.

I. All expenditures must support and relate to Attachment C-1, Public Health Preparedness, and Response Crisis Funding Statement of Work.

J. All work and expenditures must support and comply with Cooperative Agreement for Emergency Response: Public Health Crisis Response CDC-RFA-TP18-1802.

K. During a federal or state declared emergency, Contractor will provide dispensing of medical countermeasures to state and federal employees and their families as directed by the Agency.

**TIMELINE AND DELIVERABLES**

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

<table>
<thead>
<tr>
<th>Timetable and Deliverables for Contractor</th>
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<tbody>
<tr>
<td><strong>Outcomes:</strong> Program activities are designed to prevent or reduce morbidity and mortality from public health incidents whose scale, rapid onset, or unpredictability stresses the public health system and ensure the earliest possible recovery and return of the public health system to pre-incident levels or improved functioning. Short term outcomes include:</td>
</tr>
<tr>
<td>1. Earliest possible activation and management of emergency operations</td>
</tr>
<tr>
<td>2. Earliest possible identification and investigation of an incident/index case (if applicable)</td>
</tr>
<tr>
<td>3. Timely implementation of intervention and control measures (as applicable to crisis)</td>
</tr>
<tr>
<td>4. Timely communication of risk and essential elements of information by partners</td>
</tr>
<tr>
<td>5. Timely coordination and support of response activities with healthcare and other partners</td>
</tr>
<tr>
<td><strong>Strategies and Activities:</strong> Contractor will use capabilities to focus on the following strategies and conduct these activities for the public health system:</td>
</tr>
<tr>
<td>1. Strengthen Public Health Incident Management for Early Crisis Response</td>
</tr>
<tr>
<td>2. Strengthen Jurisdictional Recovery</td>
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</table>

ATTACHMENT C-1
TO CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND CAMPBELL COUNTY
PAGE 3 OF 6
3. Strengthen Biosurveillance  
4. Strengthen Information Management  
5. Strengthen Countermeasures and Mitigation  
6. Strengthen Surge Management  

<table>
<thead>
<tr>
<th>Task</th>
<th>In place within</th>
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</thead>
<tbody>
<tr>
<td>1. Appoint a senior representative to coordinate public health emergency response efforts and lead activation and continuation of Public Health Incident.</td>
<td>Two (2) days</td>
</tr>
<tr>
<td>2. Participate in the jurisdiction response by supporting or leading the ESF #8 Public Health and Medical support function.</td>
<td>Ten (10) days</td>
</tr>
<tr>
<td>3. Train, exercise, refine, and implement comprehensive public health emergency response plan for the funded emergency.</td>
<td>Ongoing</td>
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<tr>
<td>4. Manage the response to align with WDH guidance on emergencies and any supplemental guidance related to a specified emergency response.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>5. Review and implement jurisdictional, public health emergency protocols.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>6. Assess current capacity and capability and determine decision-making processes and authorities for necessary public health activities.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>7. Provide technical assistance to local and tribal health partners on development of public health emergency response plans and assist in the identification of resources.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>8. Review and implement preparedness plans to ensure emergency rapid hiring and expedited contracting processes are in place, if needed.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>9. Organize regular meetings between the public health emergency response incident manager and the jurisdiction’s preparedness and response partners to discuss plans and current progress and to ensure broadly understood decision-making processes are in place.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>10. Assess the need to refresh or increase information technology equipment for incident management.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>11. Ensure adequate public health response workforce to fulfill essential positions.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>12. Procure equipment to effectively manage the response.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>13. Protect the health and safety of our communities by preparing state and local public health to respond to public health threats such as infectious diseases, natural disasters, and chemical, biological, radiological and incidents.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>14. Identify at risk populations.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>15. Include at risk populations in updated response and recovery plans.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>16. Engage representative partners from at risk populations to exercise plans and drills.</td>
<td>Ongoing</td>
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<tr>
<td>17. Identify gaps in training to improve operations.</td>
<td>Ongoing</td>
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<tr>
<td></td>
<td>Task Description</td>
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<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>18</td>
<td>Purchase additional personal protective equipment (PPE) for responder health and safety.</td>
</tr>
<tr>
<td>19</td>
<td>Hold local meetings to engage agencies, including local health departments, and others, such as healthcare facilities, poultry producers, medical providers, to enhance existing policy and protocol coordination in preparation for a novel emerging disease outbreak, such as Highly Pathogenic Asian Avian Influenza.</td>
</tr>
<tr>
<td>20</td>
<td>Coordinate information sharing among public health agency staff, healthcare personnel, Emergency Medical Services (EMS) providers, and the public.</td>
</tr>
<tr>
<td>21</td>
<td>Support and utilize Agency risk communication messages and plans that target the public and the healthcare sector regarding risks to the public, risk of transmission, and protective measures. These messages will be provided to the local Public Information Officer (PIO) for consideration.</td>
</tr>
<tr>
<td>22</td>
<td>Translate or provide translated infectious disease risk communication materials.</td>
</tr>
<tr>
<td>23</td>
<td>Coordinate with state, tribal, and local public health officials, and other stakeholders to ensure jurisdictional personnel have the most up-to-date information on the specific emergency.</td>
</tr>
<tr>
<td>24</td>
<td>Initiate a communications campaign to raise public awareness of public health emergencies funded under this Notice of Funding Opportunity (NOFO). Primary messaging should focus on awareness, and specific actions the public can take to protect themselves. Work with key partners and stakeholders to coordinate communication messages, products, and programs for affected communities, travelers, and clinicians.</td>
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<tr>
<td>25</td>
<td>Update scripts for information lines with specific public health emergency messaging (alerts, warnings, and notifications) relevant to the funded emergency and provided by Agency.</td>
</tr>
<tr>
<td>26</td>
<td>Contract with vendor for surge capacity for local public health information line.</td>
</tr>
<tr>
<td>27</td>
<td>Monitor local news stories and social media postings to determine if information is accurate, identify messaging gaps, and make adjustments to communications as needed.</td>
</tr>
<tr>
<td>28</td>
<td>Contract with vendors for translation (as necessary), printing, signage, audiovisual, public service announcement development and dissemination.</td>
</tr>
<tr>
<td>29</td>
<td>Complete training for access to an online repository of messages, press releases, guidance (for a variety of audiences, including clinicians), a communication plan, web content, and other resources that can be rapidly retrieved, edited, adapted, translated, and disseminated to appropriate parties.</td>
</tr>
<tr>
<td>30</td>
<td>Implement protocols to notify local health providers of a possible highly infectious disease case.</td>
</tr>
<tr>
<td>31</td>
<td>Complete PPE training, including proper donning and doffing for public health responders.</td>
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<tr>
<td>32.</td>
<td>Complete webinar training on access to contingency contract for clean-up, disinfection, and disposal.</td>
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<tr>
<td>33.</td>
<td>Manage access to and administration of pharmaceutical and non-pharmaceutical interventions.</td>
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<tr>
<td>34.</td>
<td>Identify, administer, and coordinate control measures.</td>
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<tr>
<td>35.</td>
<td>Ensure safety and health of responders.</td>
</tr>
<tr>
<td>36.</td>
<td>Operationalize response plans.</td>
</tr>
<tr>
<td>37.</td>
<td>Rapidly dispense essential medical countermeasures to affected population.</td>
</tr>
</tbody>
</table>
| 38. | Under the direction of the Wyoming State Health Officer, coordinate and support the WDH Monitoring Policy as warranted for the following items:  
   i. Alternate travel plans for individuals subject to controlled movement who are not allowed to travel by long-distance commercial conveyances, such as aircraft, ship, bus, or train  
   ii. How jurisdictions will ensure permitted travel is conducted by non-commercial conveyances  
   iii. Whether federal public health travel restrictions (Do Not Board) will be used to enforce controlled movement  
   iv. Whether specific community locations will be designated for safe housing of persons subject to restricted movement and the role of public health orders and corresponding compensation and support to be provided to individuals under a public health order  
   v. The role of public health in coordinating with healthcare facilities and jurisdictional authorities to ensure the separation (through isolation or quarantine) of an individual or group who is reasonably believed to be infected with a highly infectious disease from those who are not infected to prevent the possible spread to others who have not been exposed | Ongoing |

**PROGRESS REPORTS**

Progress reports shall be submitted at three (3) month intervals. PHPR will provide the progress report template. Progress reports are due on the last day of the month following the reporting period.

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The following page(s) contain the backup material for Agenda Item: 9:25 Grant Agreements, FAA Airport

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
THIS AGREEMENT, between the State of Wyoming, acting by and through the Wyoming Department of Transportation’s, Aeronautics Division, party of the first part, hereinafter referred to as the “Division,” and the Campbell County Commissioners, party of the second part, and hereinafter referred to as the “local sponsor,” for the purpose of designating set forth.

WHEREAS, Wyoming Statute 10-3-201 (b) provides, in part, that “The Aeronautics Commission through the Department shall be the authority in the state to apply for, or directly accept, receive, receipt for, or disburse any funds granted by the United States Government for airport construction or maintenance. A county, city, town, or other political subdivision may enter into an agreement with the Division describing the terms and conditions of the agency, in accordance with federal laws, rules and regulations and applicable laws of this State.”

WHEREAS, the local sponsor is desirous of developing an airport, and seeks to avail itself of state and federal funds under the terms of the Airport and Airway Improvement Program Act of 1982, or any subsequent act, (hereinafter referred to as the “Airport Act”), and the laws of Wyoming.

NOW, THEREFORE, in consideration whereof be it agreed by and between the parties hereto, that the local sponsor does hereby designate the Division as its agent, and in its behalf to apply for, accept, receive, receipt for and disburse such funds as may be granted to it by the United States under the Airport Act, and to perform such other necessary acts as are consistent with the purpose hereof, and that the terms and conditions of this agency agreement shall be as hereinafter provided:

1. That nothing herein contained is intended to be, nor shall be construed to be in violation of the laws of the United States or of the State of Wyoming, nor in violation of the rules and regulations of the Administrator of the Federal Aviation Administration, or of the Division.

2. That the Division does hereby acknowledge its approval of Federal Aid Project No. 03-56-0012-045-2019 for the development of the Gillette – Campbell County Airport by the local sponsor, to be submitted to the administrator of the Federal Aviation Administration under the provisions of the Airport act, and that said airport has been designated to be improved and maintained with the assistance of state and federal funds.
3. That the local sponsor is desirous of receiving state grant-in-aid for construction or improvement, as provided under Title 10, Wyoming Statutes, and further provided that said project is one designated by the Division as one to be undertaken with the aid of state funds.

4. That the local sponsor, in order to receive grant-in-aid for the construction or improvement of an airport, shall prove conclusively by duly executed town city or county attorney’s opinion that said airport is owned, leased, or held under a State or Federal Special Use Permit or Agreement, exclusively or jointly, by the county, city or town to which the grant is made.

5. That no expenditure of state funds shall be made as authorized by Title 10, Wyoming Statutes, unless the local sponsor, which is the owner of said airport, shall appropriate and expend on the project for which grant-in-aid is made, its own funds in addition to any funds received by it from the federal government, or any agency thereof.

6. That the project shall be considered one for the construction or improvement of an airport if upon completion of the proposed project, the airport so constructed or improved would be designated in accordance with the National Plan of Integrated Airport Systems (NPIAS), and the standards of the Division.

7. That the Division upon receipt of federal funds under this agreement, shall deposit said funds into the State bank account with the State Treasurer from which a state warrant will be issued to the local sponsor for said funds.

8. That the local sponsor shall process and submit to the Division for its approval and/or execution all proper papers, forms and documents, including the project application and applications for grant payments, required by the Administrator for the approval, performance or completion of the project.

9. That the following terms heretofore used in this agreement shall be construed to have the following meaning:
   A. “Administrator” means the Administrator of the Federal Aviation Administration or his successor.
   B. “Local Sponsor” means any county, city, town or other political subdivision qualified by Wyoming and Federal law and regulation to sponsor an airport development project.
   C. “Project Application” means the formal application submitted to the Administrator for a grant of federal funds for a project.
   D. “Development” means items of work as described in the Grant Agreement.
   E. “Project” means the plan of action for the accomplishment of definitely described improvements with respect to the local sponsor’s airport.
F. “Grant-In-Aid” means that the State of Wyoming will grant state airport improvement funds to an airport, provided that said airport is designated by the Division as one to be constructed or improved with aid of state funds and further provided that the sponsors of such airports shall meet the requirements and obligations of this agency agreement.

IN WITNESS WHEREOF, the parties do hereby set their hands by their duly authorized officers.

SPONSOR SIGNATORY

{{Sig_es_:signer2:signature}}
By: {{TextName_es_:signer2}}
(Sponsor Printed Name & Title)

{{Dte_es_:signer2:date}}

DIVISION SIGNATORY

{{Sig_es_:signer3:signature}}
By:
Administrator, Aeronautics Division,

{{Dte_es_:signer3:date}}}
The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the “Division,”) does hereby certify that a Grant-in-Aid of state funds for State Project No. AGCC69B to the Campbell County Commissioners (hereinafter referred to as the “Sponsor”) has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the “WAC”), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Campbell County Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of $184,800, or at a rate of three and three quarters percent (3.75%) of eligible costs, whichever is the lesser.

The Sponsor’s minimum share of this project is of $123,200, or at a rate of two and one half percent (2.50%) of eligible costs.

The description of work to be accomplished is as follows: Relocate Taxiways “D” and “B” and Connect Parallel Taxiway “A” to “E” – Relocate and connect taxiways, and associated work.

FAA (Federal Aviation Administration) Project #: 3-56-0012-045-2019
Airport Improvement Program (AIP)
CFDA #20.106
FAA Award Year: 2019

It is understood by both the WAC and the Sponsor hereto that the participation by the State of Wyoming in this project is contingent upon all of the work listed in the above description of work being performed or caused to be performed by the Sponsor. No item of work shall be added or omitted from this description of work without specific written consent from the WAC in the form of an amendment to the existing grant.

The WAC reserves the right to cancel this Grant if acceptable progress is not undertaken within one hundred eighty (180) days of the date of the Grant, at the WAC’s sole discretion.

Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available to complete this project, this Agreement may be terminated by the Division. The Division will notify the Sponsor at the earliest possible time should this event occur. No penalty shall accrue to the Division in the event this provision is exercised, and the Division will not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

This Grant was approved by the WAC as a component of the Wyoming Airport Capital Improvement Program as set forth under Wyoming Statute § 10-3-401 et seq.

Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. The State, its agents, employees and contractors, will be responsible for any percentage of fault that may be attributable to each pursuant to law. The State of Wyoming,
the Division, and the WAC do not waive sovereign immunity by entering into this agreement and the Sponsor does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyoming Statute ' 1-39-101, et seq., and all other applicable law. 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 Grant 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.

In consideration of, and by accepting, funding from the WAC, the Sponsor agrees to the following terms and conditions. These terms and conditions shall remain in full force and effect throughout the useful life of the facilities developed and equipment or land acquired unless there is prior written approval from the Division. Useful life is generally accepted to be a period of twenty (20) years from the date of acceptance of a grant offer. However, in the case of land acquisition, these terms and conditions apply in perpetuity. Failure to comply could result in the WAC pursuing the return of state funds and/or withholding of future funds.

1. State funds awarded through the grant must be used to benefit the public.
2. The Sponsor agrees to operate the airport in accordance with the Division's policies and procedures, and in a safe and efficient manner.
3. Projects will be completed in accordance with contract documents; local codes, rules and regulations; the Division's policies and procedures; and the approved scope.
4. The project must maintain consistency with local plans and consider local interests.
5. Supervision of the construction will be performed actively on-site by a trained project manager/inspector with appropriate and relevant experience.
6. The Sponsor agrees to have a written contractual agreement with the contractor performing work related to the grant.
7. Professional services pertaining to the execution of the grant will be selected via a qualifications-based process that has been pre-approved by the Division.
8. The Sponsor will not permit any person or entity the exclusive right to use airport facilities funded with state funds.
9. The Sponsor will develop and encourage compatible land use around the airport, including acquiring and protecting runway protection zones, in accordance with the approved Airport Layout Plan, to assure that current and future airport airspace is protected.
10. The Sponsor must maintain accurate records of all labor, equipment, and materials for projects funded by the WAC. The Sponsor may be subject to monitoring activities by the Wyoming Department of Transportation, including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall also permit Division authorized representatives to examine the books, documents, papers, records and accounts of the Sponsor pertaining to the project. The Sponsor shall keep audit reports and audit documents on file for a minimum of three (3) years after the grant is closed.
11. Permit the WAC, or its designee, to use the material prepared in connection with the grant for purposes of record keeping, studies, and other informational purposes.
12. Provide written notification and receive written approval from the WAC prior to the disposition of any airport land purchased with WAC funds. The WAC may require return of state funds used to purchase the property, adjusted to current appraised value.
13. Secure and maintain insurance or otherwise protect against all perils, all equipment, buildings, structures and contents thereof, and other properties purchased with state funds, in accordance with Wyoming Statute 9-2-1016(b)(xi), (xii), & (xiii).

Sponsor's Representative

{{TextName_es_:signer2}}  {{Dte_es_:signer2:date}}

Title        Date
This Grant-in-Aid is duly executed on authority of the Wyoming Aeronautics Commission

{{Sig_es_:signer3:signature}}  {{Dte_es_:signer3:date}}
Aeronautics Administrator  Date
*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.

The following page(s) contain the backup material for Agenda Item: 9:30 Board Appointment, Cottonwood ISD
MEMORANDUM

TO: Sandra Beeman
   County Commissioners Office

FROM: Kendra R. Anderson KRA
       Deputy County Clerk

DATE: June 6, 2019

RE: Cottonwood Improvement and Service District

Attached to this memo is a request from Cottonwood Improvement and Service District to appoint Dan Beard and Aric See to their Board of Directors. Please place this request on the Commissioners June 18, 2019 regular meeting agenda. I will be presenting.

The district failed to have an election in 2018. To get the district back on an election cycle and have a current Board of Directors, the above mentioned individuals need to be appointed by the Board of Commissioners until the next election in November 2020.

Please contact me if you need more information.

cc: Carol Seeger
TO WHOM IT MAY CONCERN:

DUE TO A MIXUP AND MISUNDERSTANDING OF ELECTION DATES, ELECTIONS FOR THE COTTONWOOD IMPROVEMENT AND SERVICE DISTRICT WERE NOT HELD IN NOVEMBER OF 2018.

BECAUSE OF THIS, I AM ASKING THAT DAN BEARD AND RIC SEE BE APPOINTED TO REMAIN ON THE BOARD OF DIRECTORS UNTIL THE NEXT SCHEDULED ELECTION TO BE HELD IN NOVEMBER OF 2020.

YOUR CONSIDERATION OF THIS REQUEST IS GREATLY APPRECIATED.

THANK YOU,

SANDRA MERRIFLED, BOARD MEMBER

5/30/19
*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
MEMORANDUM

TO: Sandra Beeman
   Office of County Commissioners

FROM: Kendra R. Anderson
      Campbell County Deputy Clerk

DATE: June 10, 2019

RE: Bennor Estates Phase I Improvement and Service District Enlargement

Attached to this cover memo is the Order Approving the Enlargement of Bennor Estates Phase I. I will be presenting at the meeting.

Please return the Order to me after the June 18th meeting.

Contact me if you need more information.

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

IN THE MATTER OF THE ENLARGEMENT OF  
BENNOR ESTATES PHASE I  
IMPROVEMENT AND SERVICE DISTRICT  

ORDER APPROVING PETITION FOR ENLARGEMENT OF  
BENNOR ESTATES PHASE I  
IMPROVEMENT AND SERVICE DISTRICT  

THIS MATTER came before the Board of Campbell County Commissioners on a petition 
requesting the enlargement of Bennor Estates Phase I Improvement and Service District. The Board, 
being fully advised in the premises, finds that:  

1. The Petition was signed by the only landowner, owning 100% of the property within the 
proposed area to be included in the district.  

2. The name of the district, Bennor Estates Phase I Improvement and Service District was 
accurately set forth in the petition.  

3. Notice of the hearing on the Petition was given as required by law.  

4. The proposed land to be annexed is attached as Exhibit A.  

5. The Board held a public hearing on the petition on May 7, 2019, as required by Wyoming 
Statute §22-29-109 (a) (ii). No one appeared or otherwise presented information concerning the 
proposed enlargement.  

6. The landowner and Board of Directors of the District agree to the enlargement as 
proposed in the petition.  

IT IS THEREFORE ORDERED that an election need not be held on the enlargement 
petition and the petition for the enlargement is approved. The name of the district shall remain Bennor 
Estates Phase I Improvement and Service District with the boundaries of the enlargement being 
identified on Exhibit A.
DATED this 18th day of June 2019.

CAMPBELL COUNTY COMMISSIONERS

Rusty Bell, Chairman

Mark A. Christensen, Board Member

Bob Maul, Board Member

DG Reardon, Board Member

Del Shelstad, Board Member

Attest:

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

Commencing at the South 1/4 corner of said Section 4; thence N 36° 39' 20" E, 66.16 feet to the True Point of Beginning at the southeast corner of said tract, said corner being on the north right-of-way line of Force County Road and common to the southwest corner of Lot 8, Block 1 of Bennor Estates, Phase I, as recorded in Plat Book 8, Page 75, Folder 31 in the office of the Campbell County Clerk; thence along the east boundary line of said tract, said line being common to the westerly boundary line of said Bennor Estates, Phase I, the following 4 courses; N 6° 05' 18" W, 372.46 feet; thence S 88° 20' 09" W, 25.79 feet; thence N 3° 02' 29" W, 483.65 feet to the northeast corner of said tract, said corner being common to the northwest corner of Lot 3, Block 1 of said Bennor Estates, Phase I; thence S 71° 08' 27" W, 312.65 feet to the northwest corner of said tract, said corner being common to the southwest corner of Lot 1, Block 1 of said Bennor Estates, Phase I; thence along the west boundary line of said tract, said line being common to the east boundary line of a tract of land as described on the Corrective Warranty Deed recorded in Book 1810, Page 511 in the office of the Campbell County Clerk the following 3 courses; S 18° 35' 22" E, 238.96 feet; thence S 32° 28' 05" W, 120.65 feet; thence S 20° 54' 23" E, 459.86 feet to the southwest corner of said tract, said corner being on the north right-of-way line of said Force County Road; thence N 88° 16' 44" E, 211.39 feet along the said north right-of-way line of Force County Road, to the Point of Beginning, said tract containing 5.01 acres, more or less.
The following page(s) contain the backup material for Agenda Item: 9:40 Service Provider Agreement, Adult Treatment Courts

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
CAMPBELL COUNTY ADULT TREATMENT COURT TREATMENT PROGRAM SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into between the Campbell County Adult Treatment Court Treatment Program, 500 South Gillette Avenue, Suite 2500, Gillette, Wyoming 82716 (Program), by and through the Board of Campbell County Commissioners and Personal Frontiers Inc. 310 S. Miller Avenue Suite G, Gillette, Wyoming 82716 (Provider).

IN CONSIDERATION of the mutual covenants and obligations expressed herein, it is agreed by and between the parties as follows:

1. This agreement shall apply to services rendered to Program clients on or after July 1, 2019 and shall remain in full force and effect for services rendered through June 30, 2021.

2. Provider shall engage in the services of being a treatment provider, including assessment/evaluation and treatment for the Program. Provider agrees to provide services in accordance with this agreement and the agreement between Campbell County, Wyoming and the Wyoming Department of Health which by this reference is incorporated herein. Specifically, but without limitation, Provider agrees to comply with State of Wyoming certification requirements and/or accreditation guidelines set forth by the Department of Health, Substance Abuse Division. Further, Provider agrees to follow the provisions contained in the rules and regulations for the State funding and certification of Court Supervised Treatment Programs and the rules and regulations for provision of substance abuse services to the criminal justice population.

   a. In addition to providing secondary treatment services, Provider shall attend staff meetings and Court as necessary.

3. Provider agrees to maintain all necessary licenses, accreditations and certifications required to perform the services under this Agreement in accordance the Wyoming Mental Health Professions Licensing Board’s Rules and Regulations and to submit proof to the Program upon request.

4. The Program shall pay the Provider at the rates established in Exhibit 1 (attached) which by this reference is incorporated herein. In the event any Program client needs treatment services above and beyond those contemplated by this agreement, those treatment services shall be the responsibility of the Program client and shall be separately negotiated between the Provider and the client.

5. Provider shall bill monthly for services provided under this agreement by a properly executed voucher presented to the Adult Treatment Court Program, 500 South Gillette Avenue, Suite 2500, Gillette, Wyoming, 82716, for review prior to approval and payment. Provider shall attempt to recover covered costs of treatment for services rendered under this agreement from public and private health insurance and from government benefit programs prior
to seeking payment from the Program. All costs recovered from such sources shall be credited against compensation owed to the Provider under this agreement and shall be shown in the monthly invoice.

6. Provider will adhere to the treatment schedule as agreed to by the Provider and/or the Adult Treatment Court Program. The appropriate treatment modality is at the discretion of Provider but must be in compliance with the standards established by the Wyoming Department of Health for substance abuse treatment and individual counseling.

a. Attached as Exhibit 2 are the basic requirements of the Program treatment outline which by this reference are incorporated herein.

7. When possible, Program shall provide training opportunities to Provider if the Program budget allows.

8. Provider shall be responsible for purchasing treatment materials and other materials necessary to perform the services required under the terms of this Agreement, with the exception of Program client supplies as follows: AA books, Twelve Steps and Twelve Tradition books, and NA books. Otherwise, Program’s sole financial obligation to Provider is as set forth in paragraph four (4) above.

9. Provider shall complete the assessment/screenings for Program clients within ten (10) working days of notification by Adult Treatment Court staff of a client’s acceptance into the Program. Provider shall submit written weekly reports outlining the individual, family and group sessions held that month, status and progress in treatment, and attendance for each Program client. Provider will supply data required by the Substance Abuse Division for the State of Wyoming for input in the WYCST System.

10. Provider shall prepare an individual treatment plan for each Program client with each plan being subject to modification as needed. A copy of all treatment plans, original and amended, shall be submitted to the Program within ten (10) business days of the start of the participant’s treatment. Treatment identified in the treatment plan must commence no later than ten (10) days from the date of acceptance into the Program unless approved by the Program. Provider shall promptly refer Program clients to a mental health provider for mental health services at the direction of the Program, or if Provider deems it necessary. The need for mental health counseling shall be staffed and re-visited by the Provider at each phase of the Participant’s treatment. If such a referral is made, Provider shall maintain regular contact with the mental health service provider to facilitate treatment coordination.

11. Provider shall provide to the Program each client’s Continuing Care Plan prior to the Program client’s scheduled graduation date.

12. Provider shall also be responsible for providing timely mental health and
substance abuse assessments for all current or potential Program clients utilizing the Wyoming Department of Health approved assessment instruments. Assessments will be conducted on a case by case basis when warranted by the ASI/ASAM testing and approved by the Program. The mental health and substance abuse assessments and reports shall be submitted to the Treatment Team for review prior to admission into the Program. It is agreed and understood that an ASI/ASAM is required to be administered and interpreted by an ASI/ASAM certified counselor by the State of Wyoming. Provider represents that any treatment providers used to comply with this Agreement will be certified.

13. Provider shall maintain Professional Liability or Errors and Omissions Liability insurance protecting against all claims arising from the Provider’s alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits of $1,000,000.00 each occurrence and $1,000,000.00 aggregate.

14. Provider shall maintain liability insurance for the term of this Agreement sufficient to cover its obligations under this Agreement and provide Program with proof of such insurance upon execution of this Agreement and as requested by the Program. Provider acknowledges its understanding of this paragraph and realizes a potential financial obligation to Program in the event of litigation.

15. Program and Provider shall treat as confidential and not disclose to others, information (including technical information, experience, or data) regarding either parties’ plans or programs which come within the knowledge of the parties, without in each instance, securing the prior written consent of the other party, unless such disclosure is required by law or legal process. Nothing contained herein shall prevent either Provider or Program from disclosing to others or using any manner, information which either party may show (a) has been published or has become part of the public domain by acts of Provider or Program; (b) has been furnished or made known to Provider or Program by third parties without restrictions on its disclosure; or (c) was in either parties’ possession prior to the disclosure thereof by Program or Provider to each other. Further, Provider shall maintain and restrict disclosure of records regarding Program clients in accordance with all state, local and federal laws. In order to ensure compliance with the confidentiality provisions of this Agreement, Provider shall have all treatment providers it utilizes to fulfill the terms of this Agreement complete and execute a statement reflecting the forgoing confidentiality requirements.

16. General provisions:

a. The services to be performed by Provider are those of an independent contractor and not as an employee of Program or Campbell County. Provider agrees to assume responsibility, as applicable, for payment of all
federal, state and local taxes or contributions imposed or required under employment insurance, social security, income tax and worker’s compensation with respect to performance of this Agreement.

b. Program and Provider are independent entities and their employees and volunteers are not to be considered agents or employees of the other.

c. This Agreement with all attachments and the referenced contract between Campbell County and the Wyoming Department of Health represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representatives and agreements, whether written or oral.

d. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

e. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

f. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Program is advised of any such actual or potential invalidity or unenforceability, such holding, or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties to this Agreement that any provision herein may be severed from the Agreement as a whole.

g. If any dispute arises between the parties, any suit or proceeding at law, or in equity, shall be brought in the District Court of the State of Wyoming, Sixth Judicial District, sitting in Gillette, Wyoming. The parties agree that if either party brings suit in any other court than the above named, the parties shall cooperate fully in the removal, transfer or dismissal, as necessary, of any such proceeding to the end no suit concerning this Agreement shall lie, except in the aforementioned court. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Provider and to Program executing this Agreement. Nothing in this provision is intended, nor shall it be construed as to waive Program’s sovereign immunity in any way.

h. Program shall have sole discretion on whether or not Provider is providing the services as required pursuant to this Agreement. Program reserves the right to terminate the Agreement upon signs of repudiation by Provider that
go to the essence of the Agreement. In the event Program believes Providers has or will breach its agreement, Program shall promptly notify Provider in writing of the alleged breach or perceived repudiation. Provider shall have ten (10) days from the date of such notice within which to inform Program of its plan to cure the breach or repudiation but in no case shall Provider take more than thirty (30) days to cure the breach or repudiation unless agreed upon in writing by the parties. If the breach or repudiation is such that it renders performance of the Agreement impossible or impracticable then Program may terminate the agreement upon ten (10) day written notice to the Provider. If Provider fails to cure the breach or repudiation within the time agreed upon, the Agreement may be terminated immediately. In such event, all finished documents, data, models and reports prepared under this Agreement shall become the property of Program upon payment for services rendered through the termination of the Agreement. Program and Provider will make every effort to resolve issues of non-compliance prior to termination of the contract. In the event they cannot be resolved, Program shall follow the procedures outlined above.

i. Provider certifies and warrants no gratuities, kick-backs, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

j. The parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

k. The parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with requirements, responsibilities and/or duties as such are set forth in the Americans with Disabilities Act and/or properly promulgated rules and regulations related thereto.

l. Program and Campbell County do not waive Governmental Immunity, as provided by any applicable law, including Wyo. Stat. § 1-39-101 et seq., by entering into this Agreement. Program and Campbell County fully retain all immunities and defenses as provided by law with regard to any action,
whether in tort, agreement, contract or any other theory of law, based on this Agreement.

m. Program and Provider affirm, to their knowledge, no Provider employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of Provider, compensated either partially or wholly with funds from this Agreement shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

n. Neither party shall be liable for failure to perform under this Agreement if such failure arises out of causes beyond its control, and without the fault or the negligence of the party. Such causes may include, but are not restricted to, Act of God or public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of the party.

o. The parties do not intend to create in another 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 parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This provision is not intended to waive Program's sovereign immunity in any way and shall not be construed to waive Program's sovereign immunity in any way.

p. Program's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services of Provider, this Agreement may be terminated by Program at the end of the period for which funds are available. Program shall notify Provider at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Program in the event this provision is exercised, and Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Program to terminate this Agreement to acquire similar services from another party.

q. All notices required and permitted under this Agreement shall be
deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered to the party. A party may change its address for notice hereunder by giving written notice to the other party.

Campbell County Adult Treatment Court
500 South Gillette Avenue, Suite 2500
Gillette, WY 82716

Personal Frontiers Inc.
310 South Miller Avenue Suite G
Gillette, WY 82716

r. Either party may terminate this agreement, for any reason or no reason, upon a 90-day written notice.

BOARD OF COUNTY COMMISSIONERS

By: ____________________________
Rusty Bell, Chairman

Dated: __________________________

PERSONAL FRONTIERS INC.

By: ____________________________
Donna Morgan, Executive Director

Dated: _________________________

9/10/2019
## CCATC Participant Treatment Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Evaluation/Assessment (including paperwork)</td>
<td>ASI, Mental Health evaluation</td>
<td>$150.00</td>
</tr>
<tr>
<td>Client Intake</td>
<td>Billed to CCATC flat rate per client</td>
<td>$75.00</td>
</tr>
<tr>
<td>Group Treatment</td>
<td>Billed to CCATC per group/per client(^1)</td>
<td>$35.00</td>
</tr>
<tr>
<td>Individual Therapy</td>
<td>Billed to CCATC per hour/per client as needed</td>
<td>$75.00</td>
</tr>
<tr>
<td>Family Therapy</td>
<td>Billed to CCATC per hour/per client</td>
<td>$50.00</td>
</tr>
<tr>
<td>Case Management by Therapist</td>
<td>Billed to CCATC per hour/per client</td>
<td>$65.00</td>
</tr>
<tr>
<td>Case Management by Peer Specialist</td>
<td>Billed to CCATC per hour/per client</td>
<td>$35.00</td>
</tr>
<tr>
<td>Staffing/Court</td>
<td>Billed to CCATC per hour</td>
<td>$65.00</td>
</tr>
</tbody>
</table>

\(^1\) Group: Attendance per person per session.
Personal Frontiers, Inc.
ADC Program Treatment Plan
Effective July 1, 2019

Phase I - IOP  8 weeks (minimum 24 sessions)
  i.  Group; 9 hours/week for minimum 8 weeks
     Monday, Wednesday and Thursday’s 5:30 to 8:30 pm
  ii. ONE individual session per week
  iii. Mandatory; Two 12-step meetings per week
  iv.  Meet with Sponsor once a week
Goals listed on the treatment plan for Phase I and all assignments must be completed.

Phase II- RP  10 weeks (minimum 20 sessions)
  i.  Group; 4 hours/week for 10 weeks
     Tuesdays and Thursdays 5:30 to 7:30 pm
  ii.  ONE individual session every other week
  iii. Mandatory; Two 12-step meetings per week
  iv.  Meet with Sponsor once a week
Goals listed on the treatment plan for Phase II and all assignments must be completed.

Phase III – AC  10 weeks (minimum 10 sessions)
  i.  Group; 2 hours/every week for 10 weeks
     Wednesdays 5:30 to 7:30 pm
  ii.  ONE individual session a month
  iii. Mandatory; Two 12-step meetings per week
  iv.  Meet with Sponsor once a week
Goals listed on the treatment plan for Phase III and all assignments must be completed.

Phase IV – CC  3 months (6 sessions)
  i.  Group; 2 hours every other week for 3 months
     1st and 3rd Monday 5:30 to 7:30 pm
  ii.  ONE individual session a month
  iii. Mandatory; Two 12-step meetings per week
  iv.  Meet with Sponsor once a week
Goals listed on the treatment plan for Phase IV and all assignments must be completed.

Phase V - CC  4 months (4 sessions)
  i.  Group; 2 hours/month for 4 months
     2nd Monday each month 5:30 to 7:30 pm
  ii.  ONE individual session a month
  iii. Mandatory; Two 12-step meetings per week
  iv.  Meet with Sponsor once a week
Goals listed on the treatment plan for Phase V and all assignments must be completed.

Post-Graduation – (6 sessions)
After graduation from the Campbell County Adult Drug Court Program, it is mandatory you schedule one individual counseling session per month for six months.

- All group Phases and Family Programming is mandatory on the night you are scheduled to attend.
- Be on time for your groups; there are NO excused absences. If an emergency arises, contact your probation officer and your group leader as soon as possible.
- It is mandatory all clients abstain from all mood-altering chemicals including Alcohol, Other Drugs, and stimulant products such as Energy Drinks. Please consider giving up tobacco products.
- Please do not wear oily, greasy, muddy, dirty clothing and shoes/boots to group or appointments. If you need to, please bring a change of clean clothing. Your cooperation is important and greatly appreciated!
Personal Frontiers, Inc.
DUI Court Program Treatment Plan

Education – 1 week (minimum 9 hours)

➢ Group; 9 hours for 1 week
   Monday, Wednesday and Thursday's 5:30 to 8:30pm
➢ Mandatory; Two 12-step meetings per week
➢ Meet with Sponsor once a week

Phase I - IOP  8 weeks (minimum 24 sessions)

➢ Group; 9 hours/week for minimum 8 weeks
   Monday, Wednesday and Thursday's 5:30 to 8:30pm
➢ ONE individual session every other week
➢ Mandatory; Two 12-step meetings per week
➢ Meet with Sponsor once a week

Goals listed on the treatment plan for Phase I and all assignments must be completed.

Phase II- RP  8 weeks (minimum 16 sessions)

➢ Group; 4 hours/week for 8 weeks
   Mondays and Thursdays 5:30 to 7:30pm
➢ ONE individual session a month
➢ Mandatory; Two 12-step meetings per week
➢ Meet with Sponsor once a week

Goals listed on the treatment plan for Phase II and all assignments must be completed.

Phase III – AC  8 weeks (minimum 8 sessions)

➢ Group; 2 hours/every week for 10 weeks
   Wednesdays 5:30 to 7:30pm
➢ ONE individual session a month
➢ Mandatory; Two 12-step meetings per week
➢ Meet with Sponsor once a week

Goals listed on the treatment plan for Phase III and all assignments must be completed.

Phase IV – CC  6 months (12 sessions) or until graduation

➢ Group; 2 hours twice a month
   1st and 3rd Wednesday 5:30 to 7:30pm
➢ ONE individual session a month
➢ Mandatory; Two 12-step meetings per week
➢ Meet with Sponsor once a week

Goals listed on the treatment plan for Phase IV and all assignments must be completed.
*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
FY2018
Congestion Mitigation Air Program
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND
CAMPBELL COUNTY

Federal Award Information - Required by 2 CFR § 200.331

Subrecipient Name: Campbell, County of

Federal Award Identification Number (FAIN): TBD

Period of Performance Start and End Date: 24 months from the Federal Award Date

Total Federal Award to Subrecipient: $366,000.00

Awarding Federal Agency: Federal Highway Administration

Pass-through Agency: Wyoming Department of Transportation (WYDOT)

Sponsor Contact: Kevin F. Geis, P.E., Phone: 307-682-4411, Email: kfg14@ccgov.net

CFDA No.: 20.205

Research and Development: No

Project Name: Southern Campbell County Roads – Phase IV Dust Suppression

Agreement No.: CD 0.00 CM18404

Subrecipient DUNS: 071413140

Federal Award Date: TBD

Federal Award this Agreement: $366,000.00

Total Federal Award: $457,500.00

Federal Highway Administration: Wyoming Division Office
Telephone: (307) 772-2101
Email: HDAWY@dot.gov

WYDOT Program Mgr.: Janelle Leonard
Telephone: 307-777-4179
Email: janelle.leonard@wyo.gov

WYDOT Contact for Confirmation of Funds: Barbara MacKenzie
Telephone: (307) 777-4039
Email: barbara.mackenzie@wyo.gov

CFDA Title: Highway Planning and Construction

Indirect Cost Rate (ICAP): N/A

Recipient County: Campbell

Project No.: CM18404

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and Campbell County (Sponsor), whose address is: 500 south Gillette Avenue, Gillette, Wyoming 82716.

2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Sponsor. The purpose of this Agreement is to set forth the respective relationships and
responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Congestion Mitigation Air Quality (CMAQ) Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date to December 31, 2020.

4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**

   A. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth below and in the “Project Description” section of Attachment A, the project Sponsor’s CMAQ application, dated October 12, 2017, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.

   (i) **Project Description.** CMAQ funds for the chemical dust suppression of various county roads at the location shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.

   (ii) **Responsibility of Sponsor.** Sponsor shall:

       (a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;

       (b) Select consultants based on qualifications, utilizing WYDOT’s help if needed;

       (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;

       (d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;

       (e) Monitor project progress and submit reimbursement requests to WYDOT’s LGC Office at least once per quarter; and

       (f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate

   (iii) **Responsibility of WYDOT.** WYDOT will:

       (a) Assist with consultant selection process;

       (b) Review plans and specifications for compliance prior to advertisement;

       (c) Review bid tabulations prior to project being awarded;
(d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
(e) Ensure project acceptance and completion and process final reimbursement

B. **Period of Performance.** The Period of Performance shall be twenty four (24) months from that date of Federal Award and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Sponsor shall commence and complete the project in a professional, economical and efficient manner by December 31, 2020 (Period of Performance) as indicated in the Term of Agreement Section above. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT’s LGC Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT’s discretion. If the project is terminated, the Sponsor shall return to WYDOT any and all federal funds that have been paid to the project Sponsor.

C. **Design Review and Approval and Consultant Selection.** All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor’s construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Sponsor’s proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 et seq. with guidance included in WYDOT Operating Policy 40-1.
D. **Federal and State Required Contract Provision.** The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

(i)  Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.

(ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.

(iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).

(iv) Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.

(v) Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.

(vi) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form “E-91LPA” to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.

(vii) Required Federal Contract Provisions: Attachment C, FHWA Form1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.

(viii) Contractor and subcontractor Certification for Suspension and Debarment.
Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.

Labor Rates: Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.

Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.

E. Prohibited Interest. No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

F. Project Abandonment. Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.

G. Project Administration. Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Sponsor and are not reimbursable under this award, unless the Sponsor has a WYDOT approved Indirect Cost rate.

Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an eighty to twenty (80/20) percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project—eighty percent (80%)—shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Sponsor representatives and approved by the WYDOT LGC Office.

H. Project Contracting and Construction. Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses
and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Sponsor shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.

I. Project and Final Inspections. Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor’s representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.

J. Project Funding. Federal funding for this project shall not exceed Three Hundred Sixty-six Thousand Dollars and No Cents ($366,000.00). In accordance with WYDOT’s policies, a program match requirement of eighty percent (80%) of federal and twenty percent (20%) local share of the project costs shall apply. Project total cost exceeding project estimate of Four Hundred Fifty-seven Thousand Five Hundred Dollars and No Cents ($457,500.00) (including local match) shall be borne by the Sponsor.

CMAQ is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT’s LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Sponsor. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Sponsor within thirty (30) days of receipt of a complete and approved reimbursement request.
Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT’s LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

and

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

K. Project Maintenance. Project maintenance and perpetual care shall be the responsibility of the Sponsor.

L. Public Interest Finding. If the Sponsor elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars ($50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in
Restrictions, Prohibitions, Controls and Labor Provisions

(i) Equal Employment Opportunity. In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(ii) Disadvantaged Business Enterprise Requirements.
   (a) Policy. It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
   (b) DBE Obligation. The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE’s have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.

(iii) Title VI Civil Rights Act of 1964. The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.

N. **Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor’s responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. **Special Provisions**

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

B. **Conflict of Interest.** Per 2 CFR 200.112, the Sponsor must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.

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

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

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

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

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

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

The Sponsor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

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

The Sponsor and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Sponsor must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

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

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

Federal law requires the Sponsor to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each subcontractor.
J. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

K. **Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

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

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

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

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

P. **Non-Supplanting Certification.** The Sponsor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Sponsor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

Q. **Program Income.** The Sponsor shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

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

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

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

F. **Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Sponsor shall cooperate fully with other contractors and WYDOT in all such cases.

G. **Certificate of Good Standing.** The Sponsor shall provide to WYDOT a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that the Sponsor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. The Sponsor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's Office are up-to-date before signing this Agreement.

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

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

J. **Entirety of Agreement.** This Agreement, consisting of twenty (20) pages; Attachment A, Project Description, consisting of one (1) page; Attachment B,
Map, consisting of one (1) page; Attachment C, Form FHWA-1273, consisting of fourteen (14) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.


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

M. 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.

N. 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.

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

P. Insurance Requirements.

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

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

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

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

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, WYDOT may, at WYDOT's option, obtain and maintain, at the expense of the Sponsor, such insurance in the name of the Sponsor, or its contractor, as WYDOT may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Sponsor under this Agreement.

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

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

Q. Insurance Coverage. The Sponsor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:
(i) **Commercial General Liability Insurance.** Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

(a) $250,000.00 personal injury and advertising injury;
(b) $500,000.00 general aggregate; and
(d) $500,000.00 products and completed operations.

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

(ii) **Workers’ Compensation and Employer’s Liability Insurance.** Employees hired in Wyoming to perform work under this Agreement shall be covered by workers’ compensation coverage obtained through the Wyoming Department of Workforce Services’ workers’ compensation program, if statutorily required. Employees brought into Wyoming from Sponsor’s home state to perform work under this Agreement shall be covered by workers’ compensation coverage obtained through the Wyoming Department of Workforce Services’ workers’ compensation program or other state or private workers’ compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Sponsor shall provide WYDOT with a Certificate of Good Standing or other proof of workers’ compensation coverage for all of its employees who are to perform work under this Agreement, if such coverage is required by law. If workers’ compensation coverage is obtained by the Sponsor through the Wyoming Department of Workforce Services’ workers’ compensation program, the Sponsor shall also obtain Employer’s Liability “Stop Gap” coverage through an endorsement to the CGL policy required by this Agreement, with minimum limits as follows:

(a) Bodily Injury by Accident: $1,000,000.00 each accident;
(b) Bodily Injury by Disease: $1,000,000.00 each employee; and
(c) Bodily Injury by Disease: $1,000,000.00 policy limit.

(iii) **Unemployment Insurance.** The Sponsor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Sponsor shall supply WYDOT with a Certificate of Good Standing or other proof of unemployment insurance coverage.
(iv) **Automobile Liability Insurance.** Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of $1,000,000.00 each accident combined single limit.

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

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

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

(vi) **Commercial Crime Insurance.** Commercial crime insurance including employee dishonesty coverage with minimum limits of $1,000,000.00 each occurrence.

(vii) **Cyber Liability Insurance.** Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Sponsor and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:

(a) $2,000,000.00 each occurrence; and
(b) $2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

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

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

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

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

V. 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.

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

X. Taxes. The Sponsor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers’ compensation, unemployment insurance, and sales taxes.
Y. **Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Sponsor fails to perform in accordance with the terms of this Agreement.

Z. **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.

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

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

CC. **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.

DD. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sponsor of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT. The Sponsor’s failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.

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

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

**ATTEST:**

__________________________  
Name

__________________________  
Title

(SEAL)

**CAMPBELL COUNTY:**

By: _________________________  
Chairman, Campbell County Commission

__________________________  
Date

**ATTEST:**

By: Sandra J. Scott, Secretary

Transportation Commission of Wyoming

(SEAL)

**WYOMING DEPARTMENT OF TRANSPORTATION:**

By: _________________________  
Keith R. Fulton, P.E., Assistant Chief Engineer - Planning and Engineering

__________________________  
Date

Approved as to form:

By: [Signature]

Alyssa Goldman  
Assistant Attorney General

State of Wyoming

Date agreement prepared: April 29, 2019
October 12, 2017

Wyoming Department of Transportation
Local Government Coordination Office
5300 Bishop Boulevard
Cheyenne, WY 82009-3340

RE: Congestion Mitigation Air Quality (CMAQ) FY 2018 Funding

Following the CMAQ committee meeting of October 10, 2017, held at the WYDOT office in Casper, Wyoming, we will revise our 2018 application to reflect the amounts recommended during the meeting. We had requested $373,744 which is 80 percent of the $467,180 cost to purchase liquid dust suppressant. Per the meeting, our request was trimmed to $366,000.

With our original request we had planned on treating 49.7 miles of gravel roads in southern Campbell County that are affected by mineral development and activity. The reduction in our request will result in our program treating slightly over 48.7 miles of road. We will continue to analyze and evaluate the areas and roads most affected and will treat accordingly to accommodate the reduced mileage. The roads to be treated include the Cosner, Turnercrest, Pine Tree, Todd, Clarkelen, VanBuggenum and Christensen.

We appreciate your consideration and would like to thank the committee responsible for these funds and for providing funding for impacted county roads.

Sincerely,

Kevin F. Gels, P.E.
Director – Road & Bridge
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subleasing or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS
A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension or debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 28 CFR 1625-1827, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under
this contract. The provisions of the Americans with Disabilities Act of 1990 (22 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-4304. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(e)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates defined under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer
will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.2) or 1.b.3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act). Daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347inst.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL)

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permit under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employees listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
VI. SUBLetting OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees of equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

   (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
   (2) the prime contractor remains responsible for the quality of the work of the leased employees;
   (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
   (4) the prime contractor actually responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:
"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more -- as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification -- First Tier Participants:
   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.
   h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not debarred, suspended, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.eslib.gov), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L-2, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

Title 46 - Shipping

Volume: 8
Date: 2014-10-01
Original Date: 2014-10-01
Title: Section 381.7 - Federal Grant, Guaranty, Loan and Advance of Funds Agreements.
Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments
originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment 3 of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
# FY2019

## Congestion Mitigation Air Program

**SUBRECIPIENT AGREEMENT**

**BETWEEN THE**

**WYOMING DEPARTMENT OF TRANSPORTATION**

**AND**

**CAMPBELL COUNTY**

<table>
<thead>
<tr>
<th>Federal Award Information - Required by 2 CFR § 200.331</th>
</tr>
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<tbody>
<tr>
<td><strong>Subrecipient Name:</strong> Campbell, County of</td>
</tr>
<tr>
<td><strong>Federal Award Identification Number (FAIN):</strong> TBD</td>
</tr>
<tr>
<td><strong>Period of Performance Start and End Date:</strong> 24 months from the Federal Award Date</td>
</tr>
<tr>
<td><strong>Total Federal Award to Subrecipient:</strong> $180,480.00</td>
</tr>
<tr>
<td><strong>Awarding Federal Agency:</strong> Federal Highway Administration</td>
</tr>
<tr>
<td><strong>Pass-through Agency:</strong> Wyoming Department of Transportation (WYDOT)</td>
</tr>
<tr>
<td><strong>Sponsor Contact:</strong> Kevin F. Geis, P.E.</td>
</tr>
<tr>
<td><strong>Phone:</strong> 307-682-4411</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:kfg14@ccgov.net">kfg14@ccgov.net</a></td>
</tr>
<tr>
<td><strong>CFDA No.:</strong> 20.205</td>
</tr>
<tr>
<td><strong>Research and Development:</strong> No</td>
</tr>
<tr>
<td><strong>Project Name:</strong> Southern Campbell County Roads -- Phase V Dust Suppression</td>
</tr>
<tr>
<td><strong>Agreement No.:</strong> CD 0.00 CM19405</td>
</tr>
<tr>
<td><strong>Subrecipient DUNS:</strong> 071413140</td>
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<tr>
<td><strong>Federal Award Date:</strong> TBD</td>
</tr>
<tr>
<td><strong>Federal Award this Agreement:</strong> $180,480.00</td>
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<tr>
<td><strong>Total Federal Award:</strong> $225,600.00</td>
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<tr>
<td><strong>Federal Highway Administration:</strong> Wyoming Division Office</td>
</tr>
<tr>
<td><strong>Telephone:</strong> (307) 772-2101</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:HDAWY@dot.gov">HDAWY@dot.gov</a></td>
</tr>
<tr>
<td><strong>WYDOT Program Mgr.:</strong> Janelle Leonard</td>
</tr>
<tr>
<td><strong>Telephone:</strong> 307-777-4179</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:janelle.leonard@wyo.gov">janelle.leonard@wyo.gov</a></td>
</tr>
<tr>
<td><strong>WYDOT Contact for Confirmation of Funds:</strong> Barbara MacKenzie</td>
</tr>
<tr>
<td><strong>Telephone:</strong> (307) 777-4039</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:barbara.mackenzie@wyo.gov">barbara.mackenzie@wyo.gov</a></td>
</tr>
<tr>
<td><strong>CFDA Title:</strong> Highway Planning and Construction</td>
</tr>
<tr>
<td><strong>Indirect Cost Rate (ICAP):</strong> N/A</td>
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<tr>
<td><strong>Recipient County:</strong> Campbell</td>
</tr>
<tr>
<td><strong>Project No.:</strong> CM19405</td>
</tr>
</tbody>
</table>

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and Campbell County (Sponsor), whose address is: 500 south Gillette Avenue, Gillette, Wyoming 82716.

2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Sponsor. The purpose of this Agreement is to set forth the respective relationships and
responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Congestion Mitigation Air Quality (CMAQ) Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date to December 31, 2020.

4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**

   A. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth below and in the “Project Description” section of Attachment A, the project Sponsor’s CMAQ application, dated August 8, 2018, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.

   (i) **Project Description.** CMAQ funds for the chemical dust suppression of various county roads at the location shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.

   (ii) **Responsibility of Sponsor.** Sponsor shall:

   (a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;
   (b) Select consultants based on qualifications, utilizing WYDOT’s help if needed;
   (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
   (d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
   (e) Monitor project progress and submit reimbursement requests to WYDOT’s LGC Office at least once per quarter; and
   (f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate

   (iii) **Responsibility of WYDOT.** WYDOT will:

   (a) Assist with consultant selection process;
   (b) Review plans and specifications for compliance prior to advertisement;
   (c) Review bid tabulations prior to project being awarded;
(d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
(e) Ensure project acceptance and completion and process final reimbursement

B. **Period of Performance.** The Period of Performance shall be twenty four (24) months from that date of Federal Award and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Sponsor shall commence and complete the project in a professional, economical and efficient manner by December 31, 2020 (Period of Performance) as indicated in the Term of Agreement Section above. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT’s LGC Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT’s discretion. If the project is terminated, the Sponsor shall return to WYDOT any and all federal funds that have been paid to the project Sponsor.

C. **Design Review and Approval and Consultant Selection.** All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor’s construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Sponsor’s proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 et seq. with guidance included in WYDOT Operating Policy 40-1.
D. Federal and State Required Contract Provision. The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

(i) Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.

(ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.

(iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).

(iv) Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.

(v) Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.

(vi) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form “E-91LPA” to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.

(vii) Required Federal Contract Provisions: Attachment C, FHWA Form1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.

(viii) Contractor and subcontractor Certification for Suspension and Debarment.
(ix) Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.

(x) Labor Rates: Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.

(xi) Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.

E. **Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

F. **Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.

G. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Sponsor and are not reimbursable under this award, unless the Sponsor has a WYDOT approved Indirect Cost rate.

Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an eighty to twenty (80/20) percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project—eighty percent (80%)—shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Sponsor representatives and approved by the WYDOT LGC Office.

H. **Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses
and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Sponsor shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.

I. Project and Final Inspections. Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor’s representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.

J. Project Funding. Federal funding for this project shall not exceed One Hundred Eighty Thousand Four Hundred Eighty Dollars and No Cents ($180,480.00). In accordance with WYDOT’s policies, a program match requirement of eighty percent (80%) of federal and twenty percent (20%) local share of the project costs shall apply. Project total cost exceeding project estimate of Two Hundred Twenty-five Thousand Six Hundred Dollars and No Cents ($225,600.00) (including local match) shall be borne by the Sponsor.

CMAQ is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT’s LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Sponsor. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Sponsor within thirty (30) days of receipt of a complete and approved reimbursement request.
Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT’s LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

and

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

K. Project Maintenance. Project maintenance and perpetual care shall be the responsibility of the Sponsor.

L. Public Interest Finding. If the Sponsor elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars ($50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in

Congestion Mitigation Air Quality Agreement between WYDOT and Campbell County
Federal Project CM19405, Southern Campbell County Roads-Phase V Dust Suppression Project in Campbell County
Page 7 of 20
Sponsor’s Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT LGC Office.

M. Restrictions, Prohibitions, Controls and Labor Provisions

(i) Equal Employment Opportunity. In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(ii) Disadvantaged Business Enterprise Requirements.

(a) Policy. It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.

(b) DBE Obligation. The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE’s have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.

(iii) Title VI Civil Rights Act of 1964. The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.

N. **Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor’s responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. **Special Provisions**

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

B. **Conflict of Interest.** Per 2 CFR 200.112, the Sponsor must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.

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

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

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

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

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

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

The Sponsor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

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

The Sponsor and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Sponsor must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

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

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

Federal law requires the Sponsor to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each subcontractor.
J. **No Finder’s Fees:** No finder’s fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

K. **Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

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

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

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

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

P. **Non-Supplanting Certification.** The Sponsor hereby affirm that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Sponsor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

Q. **Program Income.** The Sponsor shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

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

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

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

F. **Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Sponsor shall cooperate fully with other contractors and WYDOT in all such cases.

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

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

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

J. **Entirety of Agreement.** This Agreement, consisting of twenty (20) pages; Attachment A, Project Description, consisting of two (2) page(s); Attachment B,
Map, consisting of one (1) page(s); Attachment C, Form FHWA-1273, consisting of fourteen (14) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

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

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

M. **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.

N. **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.

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

P. Insurance Requirements.

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

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

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

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

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, WYDOT may, at WYDOT’s option, obtain and maintain, at the expense of the Sponsor, such insurance in the name of the Sponsor, or its contractor, as WYDOT may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Sponsor under this Agreement.

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

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

Q. Insurance Coverage. The Sponsor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:
(i) **Commercial General Liability Insurance.** Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

(a) $250,000.00 personal injury and advertising injury;
(b) $500,000.00 general aggregate; and
(d) $500,000.00 products and completed operations.

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

(ii) **Workers' Compensation and Employer's Liability Insurance.** Employees hired in Wyoming to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Sponsor's home state to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Sponsor shall provide WYDOT with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Agreement, if such coverage is required by law. If workers' compensation coverage is obtained by the Sponsor through the Wyoming Department of Workforce Services' workers' compensation program, the Sponsor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Agreement, with minimum limits as follows:

(a) Bodily Injury by Accident: $1,000,000.00 each accident;
(b) Bodily Injury by Disease: $1,000,000.00 each employee; and
(c) Bodily Injury by Disease: $1,000,000.00 policy limit.

(iii) **Unemployment Insurance.** The Sponsor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Sponsor shall supply WYDOT with a Certificate of Good Standing or other proof of unemployment insurance coverage.
(iv) **Automobile Liability Insurance.** Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of $1,000,000.00 each accident combined single limit.

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

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

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

(vi) **Commercial Crime Insurance.** Commercial crime insurance including employee dishonesty coverage with minimum limits of $1,000,000.00 each occurrence.

(vii) **Cyber Liability Insurance.** Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Sponsor and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:

(a) $2,000,000.00 each occurrence; and
(b) $2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

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

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

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

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

V. **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.

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

X. **Taxes.** The Sponsor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
Y. **Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Sponsor fails to perform in accordance with the terms of this Agreement.

Z. **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.

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

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

CC. **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.

DD. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sponsor of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT. The Sponsor’s failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.

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

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

**ATTEST:**

________________________________________
Name

________________________________________
Title

(SEAL)

**CAMPBELL COUNTY:**

By: ________________________________
Chairman, Campbell County Commission

________________________________________
Date

**ATTEST:**

By: ________________________________
Sandra J. Scott, Secretary
Transportation Commission of Wyoming

(SEAL)

**WYOMING DEPARTMENT OF TRANSPORTATION:**

By: ________________________________
Keith R. Fulton, P.E., Assistant Chief Engineer - Planning and Engineering

________________________________________
Date

Approved as to form:

By: ________________________________
Alysia Goldman
Assistant Attorney General
State of Wyoming

Date agreement prepared: April 29, 2019
Project Description:

Campbell County is proposing the application of liquid dust suppressant on three southern Campbell County Roads which include Clarkelen, Cosner and Turnercrest. These roads are at the heart of the oil and gas development in southern Campbell County and have been treated previously with CMAQ funds and also independently by Campbell County Road & Bridge to mitigate energy development effects in the area.

This southern Campbell County region continues to feel the effects of energy development. Oil and gas wells continue to be drilled and completed and all that is associated continues to grow (pipeline and plant construction, water hauling and storage/disposal facilities, roads, etc.). The Greater Crossbow project is still progressing and would contribute high traffic volumes and dust creation.

We will continue to work on improving these roads by hauling and placing additional gravel and then applying stabilization and dust control with our own forces. We have been receiving and utilizing CMAQ funds for many years and hope to continue to receive these funds and utilize them as they were intended, combating the effects of industry related particulate matter.
## PROPOSED ROADWAYS:

<table>
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<th>Common Road Name</th>
<th>ML Road Number</th>
<th>Functional Classification of Roadway</th>
<th>Reference Marker From: (Beginning Mile Post)</th>
<th>Reference Marker To: (Ending Mile Post)</th>
<th>Length (miles)</th>
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</table>

Total: 24.0

**Complete Roadways**

- Clarkelen
- Cosner
- Turnercrest

**Partial Sections of Roadways**

- Clarkelen
- Cosner
- Turnercrest
FY19 Proposed Roads
A. Clarkston
B. Casper
C. Turnercer
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General

II. Nondiscrimination

III. Nonsegregated Facilities

IV. Davis-Bacon and Related Act Provisions

V. Contract Work Hours and Safety Standards Act Provisions

VI. Subletting or Assigning the Contract

VII. Safety: Accident Prevention

VIII. False Statements Concerning Highway Projects

IX. Implementation of Clean Air Act and Federal Water Pollution Control Act

X. Compliance with Governmentwide Suspension and Debarment Requirements

XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower-tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under
this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

- The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

- Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

- All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

- Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

- In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

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

6. Training and Promotion:

- The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

Attachment "C" to the Agreement between the Wyoming Department of Transportation and Campbell County

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may not require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages
   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

   b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

      (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

      (ii) The classification is utilized in the area by the construction industry; and

      (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

   (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or
will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period had been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable classification, fringe benefits shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborer and mechanic include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or any territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor. Lower tier subcontractors, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      (2) the prime contractor remains responsible for the quality of the work of the leased employees;
      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
      (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

   b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary, under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

18 U.S.C. 1020 reads as follows:
"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 506 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous because of changed circumstances.

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

Title 46 - Shipping

Volume: 8
Date: 2014-10-01
Original Date: 2014-10-01
Title: Section 381 .7- Federal Grant. Guaranty, Loan and Advance of Funds Agreements.
Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in§ 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments
originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment 3 of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

The following page(s) contain the backup material for Agenda Item: 9:55 Facility Maintenance Agreement, Joint Powers Fire Board

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
FACILITY MAINTENANCE AGREEMENT
for
CAMPBELL COUNTY JOINT POWERS FIRE BOARD FACILITIES

This Facility Maintenance Agreement, “Agreement,” is made between Campbell County, by and through its Board of County Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, Wyoming, herein referred to as “County,” City of Gillette, by and through its City Council, 201 E. 5th Street, Gillette, WY 82716, herein referred to as “City”, the Town of Wright, by and through its Town Council, 395 Lariat Way, Wright, WY 82732, herein referred to as “Town” and the Campbell County Joint Powers Fire Board, 106 Rohan Avenue, Gillette, WY 82716, herein referred to as “CCJPFB,” and collectively referred to as “Parties.”

REＣITALS

WHEREAS the CCJPFB owns or leases 121,000 square feet of building space throughout the County, along with 410,000 square feet of hard-surface parking lots and nearly 29 acres of land, and;

WHEREAS the CCJPFB does not have dedicated and trained staff to maintain these facilities, and;

WHEREAS, the County employs trained facilities maintenance and engineering staff to maintain its buildings and parking infrastructure, and;

WHEREAS the CCJPFB has submitted a written proposal asking that the County assume facility maintenance duties, and;

WHEREAS, the County, City and Town provide operational funding to the CCJPFB, and;

WHEREAS, the Parties desire to enter an Agreement defining their respective rights, duties, and funding responsibilities for ongoing maintenance of CCJPFB facilities;

THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the Parties agree as follows:

SECTION ONE
DESCRIPTION OF FACILITIES

Exhibit A attached to this Agreement lists the CCJPFB facilities covered by this Agreement. The facilities include eleven (11) Fire Stations, ten (10) rural storage buildings, four (4) AMFTC Training structures, one (1) maintenance facility, and two (2) urban storage facilities.
SECTION TWO
TERM OF AGREEMENT

The Agreement shall commence on July 1, 2019 and remain in effect until otherwise terminated by County, City, Town or CCJPFB. Parties agree that termination of this Agreement will only occur at the end of a fiscal year due to budget requirements.

SECTION THREE
SCOPE OF MAINTENANCE AND CAPITAL REPAIRS

County, under the direction of its Department of Public Works, shall provide all routine building and parking lot maintenance on the facilities listed in Exhibit A. In addition, County will identify and develop budget estimates for planned capital replacement and repair items.

Routine building maintenance shall include HVAC, plumbing, electrical, interior finishes, AV equipment, exhaust removal systems, compressors, generators, fire suppression systems, elevators, flag poles, and irrigation systems. Custodial services will not be provided under this Agreement.

Routine parking lot maintenance will include striping, crack sealing, joint sealing, patching, minor concrete slab panel replacement, minor sidewalk panel replacement, and fog sealing. Parking lot and sidewalk snow removal, sanding and sweeping will not be provided under this Agreement.

Planned capital replacement or major repairs for items like roofs, structural modifications, HVAC equipment, flooring, major exterior landscaping, door and window replacement, major lighting upgrades, and major parking lot/sidewalk repairs will be identified and priced by the County for the CCJPFB to submit in their annual budget request. If budgets are approved, County will develop and administer the projects.

Unplanned capital replacement/repair costs for major items will be submitted to the CCJPFB by the County. CCJPFB will submit a request to the City, County and Town for contingency funding for the repairs. If funding is approved, County will develop and administer the projects and CCJPFB will process and pay the invoices.

Except for irrigation systems, site landscape maintenance will not be provided under this Agreement.

SECTION FOUR
MAINTENANCE FUNDING AND FUND TRANSFER

To maintain the appropriate funding model as outlined in the Joint Powers Fire Board Agreement, all annual operating and capital funding for facility maintenance shall be requested by CCJPFB through the normal budget process. The specific annual funding sequence for maintenance and capital projects under this Agreement is as follows:
County Public Works will submit their budget request to the CCJPFB for the following fiscal year by March 1st of each year. Budget request will be broken out into the following line items:

- Labor (wages/benefits/technology/licensing/fuel/tools)
- Building Maintenance
- Parking Lot Maintenance
- Recommended capital construction/repair projects

CCJPB submits their annual operating budget to the City/County/Town for approval. Budget request will be broken out into the following line items:

- Maintenance Labor
- Building Maintenance
- Parking Lot Maintenance
- Capital construction/repair projects

County Public Works will submit their operating budget to the County Commissioners on the County budget schedule. Operating budget will include the following:

- Additional labor for CCJPFB maintenance (481 Budget)
- CCJPFB building maintenance (481 budget)
- CCJPFB parking lot maintenance (081 budget)

Final approved budgets for County Public Works and CCJPFB must match for the labor, building maintenance and parking lot maintenance line items. Exception is that the CCJPFB will request an additional amount in their Building Maintenance line item to account for minor maintenance expenses like snow melt, softener salt, landscaping and snow removal supplies, etc.

County Public Works will perform building and parking lot maintenance on CCJPFB facilities and will process and pay invoices from Public Works approved budget accounts. CCJPFB will be retroactively billed by County Public Works on October 1st, January 1st, April 1st and June 30th for these services. Bills will include backup invoices for all expenditures. Each quarterly labor bill will be 25% of the approved labor line item budget, and building/parking lot maintenance bills will be for actual expenditures accrued in that quarter. If the quarterly maintenance bill exceeds the CCJPFB quarterly City/County/Town funding allotment, balance will carry over to the next quarter.

For planned and unplanned capital maintenance and repair projects approved for funding, County Public Works will develop and administer the projects and the CCJPFB will process and pay the invoices. The County Public Works project manager will review and approve all payment requests and invoices prior to submitting to the CCJPFB for processing and payment.
SECTION FIVE
DATA AND INFORMATION SHARING

County Public Works will set up their work order system for each of the CCJPFB facilities to separately track expenditures, repairs and labor. This data will be made available to the CCJPFB when requested. Copies of all vendor invoices will be supplied with the quarterly bill.

CCJPFB will submit normal and periodic work order requests to County Public Works for maintenance requests on their facilities.

In the event the CCJPFB institutes the same Tyler Technologies ERP system as the City and County in the future, Parties agree to work to make the data formatting and electronic transfer as efficient and seamless as possible.

SECTION SIX
INSURANCE

Existing property and liability insurance being carried by any of the Parties on any of the CCJPFB facilities will continue to be carried by that Party after execution of this Agreement.

SECTION SEVEN
THIRD PARTIES

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

SECTION EIGHT
GOVERNMENTAL IMMUNITY

The Parties do not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101 through 1-39-121 and all other applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives and certify that they have read, understood and agree to the terms and conditions as set forth.

COUNTY: CAMPBELL COUNTY BOARD OF COMMISSIONERS

Rusty Bell, Chairman Date
ATTEST:

_____________________________________________  _______________
Susan F. Saunders, County Clerk  Date

CITY:  GILLETTE CITY COUNCIL

_____________________________________________  _________________
Madame Louise Carter-King, Mayor  Date

ATTEST:

_____________________________________________  ________________
Cindy Staskiewicz, City Clerk  Date

TOWN:  WRIGHT TOWN COUNCIL

_____________________________________________  _________________
Ralph Kingan, Mayor  Date

ATTEST:

_____________________________________________  ________________
Barb Craig, Town Clerk  Date
CAMPBELL COUNTY JOINT POWERS FIRE BOARD

_____________________________________________  _________________
Cory Bryngelson, Chairman  Date

ATTEST:

_____________________________________________  ________________
Juli Pierce, Comptroller  Date
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Totals: 39600 building square feet, 80 acres of hard surfacing.
Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.

The following page(s) contain the backup material for Agenda Item: 10:00 Professional Services Agreement, Branch Library Feasibility Study

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

TO: Board of Commissioners
FROM: Kevin C. King, P.E., Public Works Director
DATE: 6/11/2019
SUBJECT: Professional Services Agreement, Branch Library Feasibility Study

For your consideration is a professional services agreement with Humphries Poli Architects (HPA) for the Branch Library Feasibility Study. HPA performed the 2015 Library Space Study and is very familiar with the Campbell County Library system and the community. Project will study the George Amos Memorial Building for use as a branch library.

We received two proposals; HPA (Denver) and GSG Architecture (Casper). The RFP review team (1-Library staff, 1-Library Board, 1-Library Foundation, 2-Public Works Staff) scored the proposals and unanimously selected HPA for the project. HPA is utilizing two local professional subconsultants for mechanical and structural.

The scope of the study includes:

- A thorough demographic study
- Space programming
- Building, zoning and site analysis, including a robust look at the existing mechanical, plumbing, electrical, lighting, data, and structural systems
- Concept sketches
- Budgetary cost estimates
- Reports and presentations

The total, not-to-exceed fee, including expenses, is $39,985.

Final report is due to Public Works on August 12, 2019 and a presentation to the Commissioners and Library Board will be made on August 20th.

The accelerated deliverable schedule was based on generating cost estimates for a potential WBC grant application due at the end of August.

I recommend the Board approve the Professional Services Agreement with Humphries Poli Architects.
11 June 2019

Mr. Kevin King, Director
Campbell County Department of Public Works
500 South Gillette Avenue, Suite 1400
Gillette, Wyoming 82716

RE: Agreement for Professional Services
Campbell County Branch Library Phase I Feasibility Study

Dear Mr. King:

Humphries Poli Architects, P.C. (Architect) is pleased to submit this Letter of Agreement to Campbell County WY Department of Public Works (Client) to provide professional services associated with the above referenced project. The purpose of this letter is to define the scope of services and confirm the compensation associated with the work.

Scope of Services

Campbell County WY has requested the Architect provide professional services associated with the creation of a Feasibility Study for a branch of the Campbell County Public Library located at the George Amos Memorial Building (GAMB), 412 S. Gillette Avenue. The specific scope of work for this work is as detailed in the Request for Proposals issued by Campbell County for the Branch Library Phase I Feasibility Study. This referenced Request for Proposals is attached and made part of this Agreement as Exhibit “A”.

Services Not Included

Services not included in the scope of work are as follows:

1. Design services beyond that outlined in the referenced Request for Proposals (Exhibit A).

Services to support added services could be offered on an as-needed basis at the standard hourly rates.

Consultants

The Consultant team to be engaged by this Agreement includes the following:

Humphries Poli Architects- Architecture, Library Planning
*Structural Dynamics- Structural Engineering
Western Demographics- Demographics
*Mechanical Design Works Inc.- Mechanical Engineering
IES- Electrical Engineering.

*these consultants were not included as part of the original RFP (Exhibit A).
Schedule

The Architect will perform their services to the best of their ability to comply with the following milestones:

- Draft Feasibility Study to Public Works: August 12, 2019
- Presentation of Draft Feasibility Study Report to Board of Commissioners: August 20, 2019
- Submission of Final Report to Public Works: September 6, 2019

Fees for Professional Services

Compensation for professional services will be paid on a lump sum basis as defined in the Fee Proposal submitted by the Architect with their REVISED Request for Proposal dated 11 June 2019. This referenced proposal is attached and made part of this Agreement as Exhibit “B”.

Invoices will be submitted to your attention on a monthly basis with payment due within 45 days after receipt. Interest at the rate of 0.25% per month will be assessed on the unpaid balances. Expenses associated with the collection of unpaid balances will be the responsibility of the Client.

Compensation for professional services if requested and approved will be based on an hourly basis at the following rates:

- Principal $225/hr.
- Project Manager $145/hr.
- Architect $115/hr.
- Designer $85/hr.
- Interior Designer $105/hr.
- Staff $60/hr.

These rates are subject to change on an annual basis in January of each year commencing in January 1, 2020.

Reimbursable expenses include miscellaneous items associated with the project, but not limited to printing (excluding bid documents), mailing, and out of town travel. These expenses would be invoiced at cost plus 10%.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and the Architect, the risks have been allocated such that you agree to the fullest extent permitted by law to limit the liability of the design professional for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause of causes, so that the total aggregate liability of the design professional shall not exceed $2,000,000.00 per claim, with a general aggregate limit of no less than $4,000,000.00. Such claims and causes included, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Insurance Provisions

Architect shall maintain in force the following limits of insurance:

- Commercial Liability: $1,000,000.00 per occurrence, $2,000,000.00 aggregate.
- Commercial Auto Liability: $1,000,000.00 per accident.
- Worker’s Compensation: Statutory.
- Professional Liability Insurance: $2,000,000.00 per claim, $4,000,000.00 aggregate.
Information for the Sole Use and Benefit of the Clients

All Opinions and conclusions of the Architect, whether written or oral and any plans, specifications or other documents and services provided by the Architect are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Architect. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Architect or the Client.

Ownership of the Documents

All products and drawings created as a result of the engagement of these professional services shall become the property of Campbell County for their use. If requested the Architect will provide this information in a digital format using industry standard software.

Dispute Resolution

The Client and the Architect agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to exercising their rights under law.

Termination of Services

This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Architect for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

Agreement

This letter shall serve as the form of Agreement. If there is a conflict between this Letter of Agreement and the RFP (Exhibit A), then the RFP governs. Please indicate your acceptance of the terms of this Agreement by signing below and returning one fully executed copy to my attention. We are most appreciative of this opportunity to provide professional services to Campbell County WY.

Feel free to call me with any questions that you may have.

Sincerely,
Humphries Poli Architects, P.C

Dennis R. Humphries AIA
Principal

Accepted by: Rusty Bell, Chairman
Date
EXHIBIT A
REQUEST FOR PROPOSALS
Architectural Services
Campbell County Branch Library Phase I Feasibility Study

I. Purpose

Campbell County Public Works, acting through the Board of County Commissioners, is requesting proposals from Architectural/Library planning firms to provide professional services for the Campbell County Branch Library Feasibility Study. The feasibility study will be Phase I, with full design of improvements to be accomplished under Phase II. Phase II is not part of the initial scope and will be an amendment to the contract should the Commissioners decide to move forward with design and construction. The intended outcome of the Phase I study is to determine the feasibility and cost to locate a branch library in downtown Gillette.

II. Background

The mission of the Campbell County Library Board is to provide diverse cultural opportunities for reading, learning and entertainment to all citizens of our community. They lead the way to a universe of information with personal service and technology.

In 2015, Humphries Poli Architects conducted a feasibility study for the Campbell County Library. The focus of this study was the overall library system and space needs. The formal recommendation from the study included the following:

1. Renovate and expand the existing library to a size of 57,800 square feet
2. Construct additional parking at the library to accommodate an additional 21 spaces
3. Construct a new 7210 square foot branch library in Gillette (up to 14,420 square feet by 2030)
4. Renovate 6790 square feet of Wright Branch Library basement by 2030

Since the time of the 2015 study, the local energy-related economy has declined and capital construction budgets at the County have been substantially reduced. This economic decline has resulted in delayed action on recommendations 1, 2, and 4, but recent discussions with the Library Board and County Commissioners have been positive towards moving forward with studying recommendation 3.

Schematic programming for the branch library in the 2015 study identified maker space, collections space, children and teen space and a quiet reading area. A fresh and thorough programming effort will be required to ensure that the vision for the new branch library is in step with the projected demographics and the current Library Board and Director.

The assumed location for the downtown branch library is the George Amos Memorial Building (GAMB), located at 412 S. Gillette Avenue, just north of the courthouse. GAMB was established as the first County library in 1941 and was then designated as a branch library when the new library was built in 1983. GAMB operated as such
until the early 1990’s when the Library Board made a decision to close it down due to budget constraints. Subsequent, the County assumed the facility and turned it into a self-service law library. In 2007, the County remodeled the space, turning the upper level into three public meeting rooms and the lower level into office space. The current building houses the County Extension program in the lower level and the three public meeting rooms upstairs. Existing floor plans and photos are attached. Existing total floor space is about 9000 square feet.

III. General Proposal Requirements

Submit in the order shown below, using a maximum of twenty (20) single-sided pages. Note that the cover letter does not count towards page limit.

1. Provide a representative list (up to 10) of similar projects, complete with details of the scope and outcome. Emphasis should be placed on projects involving library space planning and/or design. Local or Wyoming experience is a plus but is not required to be considered for this project.
2. List key personnel assigned to the Project and their experience on projects of similar size and scope.
3. Provide a comprehensive list of owner references on past projects of similar size and scope.
4. Demonstrate your understanding of the Project by discussing your proposed sequence of work and ideas you feel will bring the most value to the County. A demonstration of your understanding of local zoning and building requirements will be a plus. A demonstration of your knowledge of the local construction market and pricing trends is critical for success in your budgetary cost estimate. Knowledge of the use of the 2018 ICC Existing Building Code will be a plus.
5. Provide (in a separate digital file) a Fee Estimate for the study. Fees shall be broken out by Tasks 1.1 through 1.10 shown below. The final fee will be negotiated with the successful firm, based on an agreed upon scope of work and approved budget, and a contract will be executed.
6. Provide a digital copy of your standard professional services contract, complete with any boiler-plate language.

IV. Scope of Services

The successful firm will be charged with completing the following scope of services for the Project.

Task 1.1 - Scoping Session

This task will involve a scoping meeting with County staff and Campbell County Library staff and Board members to discuss the Project scope, schedule and the intended outcomes. At that time, the entities will share existing information regarding the Project, including but not limited to floor plans of the existing facility, historic photos, the 2015 Feasibility Study, etc. A tour of the existing facility will be included in this task. Library Board and Staff will share their thoughts on programming.

Task 1.2 – Demographic Study

This task will involve a demographic study of the surrounding area to determine the number and age of potential users of the branch library. This data can be used to program space and predict if the branch library will take pressure off the main library in certain services. Deliverables will be the demographic data and discussion regarding programming to best serve the available users.
Task 1.3 - Programming

This task will involve space programming of GAMB to determine if space is adequate for existing and future branch library operation. Input should be sought from Campbell County Library staff and Board members, the Library Foundation Inc., City and County Planners, City Building staff, County staff members and other stakeholders for this task. Programming shall be projected for a 20-25 year planning period. Deliverables will include a programming document outlining current and projected space requirements for each function of the operation identified and analysis and discussion on how developing this branch library could alleviate crowding and programming issues at the main Library (how the development fits in with the recommendations of the 2015 study.)

Task 1.4 – Building, Zoning and Site Analysis

This task involves studying the GAMB site and location to ensure the feasibility of changing the building use to a branch library. Access, egress, parking, zoning, and other building code issues will need to be explored in this task. The deliverable will be a technical brief, which examines key elements, including but not limited to:

- Meeting with City Planning, Building and Engineering to discuss the concept and document feedback
- Determine anticipated daily parking requirements and analyze available parking. Existing parking could occur on Gillette Avenue, the County parking garage, and surrounding area. The County also owns 407 Warren and the potential exists to remove the existing home and put in one or two rows of diagonal parking dedicated to the Library. City would have to approve the construction of the parking lot in R-4 zoning, or the County would need to rezone the lot to C-2
- Analyze and identify any special Zoning requirements (City C-2 zone)
- Identify and mitigate access and egress issues. Currently, the only elevator is located on the back (west side) of the building off an alley. An existing stairway from the lower to upper floor at the front (east) entrance was removed during the 2008 remodel. Lower level has an accessible entrance on both the west and east sides of the building
- Identify and discuss any other potential issues incurred with turning this building into a branch library
  - ADA compliance
  - Structural analysis may be required to determine compliance with current codes for intended use. Work with City Building Division regarding the need for this analysis
  - Capacity and condition of existing mechanical, plumbing, electrical, lighting and data systems
- Investigate closing off the alley behind the Courthouse to through traffic between 4th Street and 5th Street. Closure would be from the Courthouse parking garage north to a point near GAMB. This would allow a safe pedestrian access from the parking garage to GAMB. Emergency bollards could be placed in the alley for emergency access if required by the Fire Department. Alley would be a one-way from 4th Street south to GAMB, requiring a new parking lot at 407 Warren for exit from the alley to Warren
- Investigate the feasibility and cost of retrofitting the exterior of the building to a state approaching original construction. Consultant shall reference the City of Gillette Façade Manual (Urban Design Plan) and historical photos for this portion of the study.
Task 1.5 – Concept sketches

This task involves developing up to three concept plans for utilizing GAMB for a branch library. The sketches are intended to show how the programmed size from Task 1.3 could potentially layout in the facility. Access and egress issues identified in Task 1.4 shall be mitigated in each sketch. Concepts for the alley closure and historical retrofit shall be shown.

Task 1.6 – Budgetary Cost Estimates

This task involves developing budgetary cost estimates for up to three concepts developed in Task 1.5.

Task 1.7 – Recommendations and Draft Report

This task involves developing a report summarizing all tasks. A recommendation regarding the feasibility of converting the GAMB into a branch library shall be included in the report.

Task 1.8 – Deleted

Task 1.9 – Presentation of Draft Report to Board of Commissioners

This task will involve making final revisions to the report following review by the Library Board, and then presenting the final report to the Board of Commissioners.

Task 1.10 – Submission of Final Report to Public Works

This task will involve making final revisions to the report following review by the Library Board and Commissioners.

V. County Responsibilities

- Make available to successful firm all existing plans, specifications, studies, reports and other data on file to assist in the successful completion of the Project
- Assign a Project Manager to coordinate the communications between the County and the successful firm
- Respond to all questions in a timely manner
- Immediately advise the successful firm of any new developments which have the potential to impact the Project
- Select firm using a qualifications-based selection process. Scope modifications and fee negotiation with the most qualified firm will ensue, and if a fee deemed equitable to both parties cannot be agreed upon, the next most qualified firm will be contacted and negotiation will ensue. This will continue until such time a qualified firm is under contract.

VI. Qualification Statement Questions

Please direct any questions, need for additional information, clarification of the RFP, or requests to tour the existing facility to Kevin King, P.E., County Public Works Director, at (307) 685-8061 or kck08@ccgov.net.

Office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. (MDT).
VII. Proposal Submittal

Proposals are due to Public Works on May 31, 2019 by 3:00 p.m. Proposals shall be submitted electronically, in PDF format, via email to kck08@ccgov.net. It is up to the submitting firm to ensure the proposal was received and successfully opened.

VIII. Anticipated Schedule

The qualification statements will be evaluated and selected by a committee, and a recommendation to award a contract will be made to the Commissioners. The County reserves the right to reject any or all proposals and to select without interviews.

Our anticipated schedule is as follows, subject to change:

- Advertise RFP: May 10, 12, 15
- Proposals due to Public Works: May 31, 2019 by 3:00 p.m.
- Award approval by County Commissioners: June 18, 2019
- Draft Feasibility Study to Public Works: August 12, 2019
- Presentation of Draft Feasibility Study Report to Board of Commissioners: August 20, 2019
- WBC grant submission (If applicable): August 30, 2019 (not part of scope)
- Submission of Final Report to Public Works: September 6, 2019

IX. Incurring Costs

Campbell County is not liable for any cost incurred by proposers prior to entering into a definitive agreement for services. No property interest, of any nature, shall accrue until a definitive agreement has been executed by both parties.

X. Sovereign Immunity

Campbell County does not waive its sovereign immunity or governmental immunity by soliciting this RFP or by entering into a definitive agreement, and fully retains all immunities and defenses provided by law with regard to any action based on this RFQ or definitive agreement.
Mr. Kevin King, Director  
Campbell County Department of Public Works  
500 South Gillette Avenue, Suite 1400  
Gillette, Wyoming 82716

RE: REVISED Fee Estimate for Campbell County Branch Library  
Phase I Feasibility Study

As requested in the RFP we have revised our Fee Estimate for the Campbell County Branch Library Feasibility Study based upon our telephone conversation of 06 June 2019. We are hopeful fees are not the primary criteria in the selection of the Consultant to provide these services. We understand the County’s need to be cost effective and fiscally responsible to the citizens of Campbell County. This phase of the project is one of the most critical in determining the future successes of the project. We bring to this study a significant level of experience that will be highly useful in the planning and operation of a library that will exceed the needs of your community for years to come. The upfront fees for this phase of work could clearly save more funding in future years of operations than the cost differences that might exist between the various consulting firms.

As noted in the Request for Proposal, we understand the final fee will be negotiated with the successful firm, based on an agreed upon scope of work and approved budget. We are open to discussing how the fees for professional services might be re-aligned with the scope of work. We would welcome the opportunity to assist you with this project and confidently state that we will bring the greatest value to Campbell County.

The following represents our fee proposal for professional services as outlined in the RFP:

a. **Task 1.1 - Scoping Session $3,000.00**  
This task will involve a scoping meeting with County staff and Campbell County Library staff and Board members to discuss the Project scope, schedule and the intended outcomes. At that time, the entities will share existing information regarding the Project, including but not limited to floor plans of the existing facility, historic photos, the 2015 Feasibility Study, etc. A tour of the existing facility will be included in this task. Library Board and Staff will share their thoughts on programming.

b. **Task 1.2 – Demographic Study $ 5,000.00**  
This task will involve a demographic study of the surrounding area to determine the number and age of potential users of the branch library. This data can be used to program space and predict if the branch library will take pressure off the main library in certain services. Deliverables will be the demographic data and discussion regarding programming to best serve the available users.

c. **Task 1.3 – Programming $ 7,735.00**  
This task will involve space programming of GAMB to determine if space is adequate for existing and future branch library operation. Input should be sought from Campbell
County Library staff and Board members, the Library Foundation Inc., City and County Planners, City Building staff, County staff members and other stakeholders for this task. Programming shall be projected for a 20-25 year planning period. Deliverables will include a programming document outlining current and projected space requirements for each function of the operation identified and analysis and discussion on how developing this branch library could alleviate crowding and programming issues at the main Library (how the development fits in with the recommendations of the 2015 study.)

d. Task 1.4 – Building, Zoning and Site Analysis: $ 4,750.00

This task involves studying the GAMB site and location to ensure the feasibility of changing the building use to a branch library. Access, egress, parking, zoning, and other building code issues will need to be explored in this task. The deliverable will be a technical brief, which examines key elements, including but not limited to:

- Meeting with City Planning, Building and Engineering to discuss the concept and document feedback
- Determine anticipated daily parking requirements and analyze available parking. Existing parking could occur on Gillette Avenue, the County parking garage, and surrounding area. The County also owns 407 Warren and the potential exists to remove the existing home and put in one or two rows of diagonal parking dedicated to the Library. City would have to approve the construction of the parking lot in R-4 zoning, or the County would need to rezone the lot to C-2
- Analyze and identify any special Zoning requirements (City C-2 zone)
- Identify and mitigate access and egress issues. Currently, the only elevator is located on the back (west side) of the building off an alley. An existing stairway from the lower to upper floor at the front (east) entrance was removed during the 2008 remodel. Lower level has an accessible entrance on both the west and east sides of the building
- Identify and discuss any other potential issues incurred with turning this building into a branch library
- ADA compliance
- Structural analysis may be required to determine compliance with current codes for intended use. Work with City Building Division regarding the need for this analysis
- Capacity and condition of existing mechanical, plumbing, electrical, lighting and data systems
- Investigate closing off the alley behind the Courthouse to through traffic between 4th Street and 5th Street. Closure would be from the Courthouse parking garage north to a point near GAMB. This would allow a safe pedestrian access from the parking garage to GAMB. Emergency bollards could be placed in the alley for emergency access if required by the Fire Department. Alley would be a one-way from 4th Street south to GAMB, requiring a new parking lot at 407 Warren for exit from the alley to Warren
- Investigate the feasibility and cost of retrofitting the exterior of the building to a state approaching original construction. Consultant shall reference the City of Gillette Façade Manual (Urban Design Plan) and historical photos for this portion of the study.

e. Task 1.5 – Concept sketches: $ 9,300.00

This task involves developing up to three concept plans for utilizing GAMB for a branch library. The sketches are intended to show how the programmed size from Task 1.3 could potentially layout in the facility. Access and egress issues identified in Task 1.4
shall be mitigated in each sketch. Concepts for the alley closure and historical retrofit shall be shown.

f. **Task 1.6 – Budgetary Cost Estimates**: $2,000.00
   This task involves developing budgetary cost estimates for up to three concepts developed in Task 1.5.

g. **Task 1.7 – Recommendations and Draft Report**: $4,800.00
   This task involves developing a report summarizing all tasks. A recommendation regarding the feasibility of converting the GAMB into a branch library shall be included in the report.

h. **Task 1.8 – Presentation of Draft Report to Library Board**: $2,200.00
   This task will involve presenting the draft report and recommendations to the Library Board. Deleted at the request of Client.

i. **Task 1.9 – Presentation of Draft Report to Board of Commissioners**: $2,200.00
   This task will involve making final revisions to the report following review by the Library Board, and then presenting the final report to the Board of Commissioners.

j. **Task 1.10 – Submission of Final Report to Public Works**: $1,200.00
   This task will involve making final revisions to the report following review by the Library Board and Commissioners.

**Grand Total Fee (including expenses)**: $39,985.00

Please do not hesitate to contact me directly with any questions. Again, we look forward to the opportunity to once again collaborate with Campbell County and the Public Library.

Sincerely,

Humphries Poli Architects, P.C.

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

The following page(s) contain the backup material for Agenda Item: 10:05 Easement Agreement, Blackjewel LLC
Easement Agreement

THIS AGREEMENT, effective this _____ day of _____________, 2019 by and between Blackjewel LLC a Delaware limited liability company, PO Box 3039, Gillette, WY 82717 (hereinafter called “Blackjewel”), and the County Commissioners of Campbell County, Wyoming (hereinafter call “County”).

WHEREAS, Blackjewel is the owner of property in the Northwest Quarter of the Northeast Quarter of Section 22, Township 51 North, Ranch 72 West, located in Campbell County, Wyoming (hereinafter referred to as the “Premises”), the location of which is shown on the map attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the County and its employees, agents, assigns, or contractors desires to temporarily utilize a portion of the Premises for purposes of locating, installing, operating, maintaining, and monitoring of a upgradient water well in accordance with Wyo. Stat. 6-3-414 and includes permission to access the property to collect data, through subsurface environmental investigation on the Premises. This is limited to the collection of soil and water as determined necessary by the County and the installation of one monitoring well (hereinafter called the “Operations”).

NOW, THEREFORE, in consideration of the premises and the mutual covenant herein contained the parties hereto agree as follows:

1. Blackjewel grants unto the County a non-exclusive easement (hereinafter referred to as the “Easement”) to use the Premises at the location shown on Exhibit A for purposes of conducting the Operations.

2. The term of this Easement Agreement shall be 5 years from the date of execution of said Easement Agreement or until such earlier time as the County shall abandon the use of the Easement for the Operations.

3. Blackjewel reserves unto itself, its lessees, successors and assigns, the right to use and enjoy said Premises in any manner which does not unreasonably interfere with the exercise by the County of any rights granted hereunder.

4. The County agrees to conduct its activities on the Premises in a safe and workmanlike manner, and to take any action necessary to render the Premises for which this Easement has been granted safe for its employees, agents, contractors or subcontractors.

5. The County further agrees to comply with all state and federal laws, rules, and regulations concerning reclamation of the Premises and to restore the surface of the land within the area of the Easement to a condition at least as good as existed prior to the County’s use of the area of the Easement for the Operations pursuant hereto.
6. The County agrees to comply with all federal, state, and local laws, rules and regulations applicable to the Operations including, but not limited to, obtaining necessary easements from adjoining landowners, obtaining any necessary and required permits and approvals of any kind whatsoever and complying with all applicable health and safety laws and regulations.

7. The County expressly agrees to indemnify, save and hold harmless Blackjewel, its lessees, employees, agents, successors and assigns from any and all actions, expenses, causes of action or claims for injury, including death, or damage, of any kind or nature whatsoever, including attorney’s fees, arising out of the Operations or the exercise of the rights hereby granted to the County.

8. The County expressly agrees to indemnify, save and hold harmless Blackjewel, its lessees, employees, agents, successors and assigns from any liability or claim for any fine, penalty or other liability to any governmental agency arising out of the Operations or the condition of Blackjewel’s land as a result thereof.

9. The County shall provide Owner at least 48 hours prior notice of access to the Premises.

10. County will be solely responsible for the proper disposal of all hazardous wastes or substances and solid wastes created by County during its subsurface environmental investigation activities.

11. Other than the activities specified above, no further access to or use of the subject property shall be permitted except upon written consent of the parties.

12. All the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and upon their successors and assigns.

13. The agreement, and the rights and obligations of the parties hereto, shall be governed by the laws of the State of Wyoming.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

Blackjewel LLC
________________________________________
Joff Pilon
COO – Blackjewel West

County Commissioners of Campbell County Wyoming
________________________________________
BEFORE ME, _______________________ a Notary Public in and for said County and State, on this day personally appeared ____________________, ____________________, ____________________, ____________________, as members of the Board of County Commissioners of Campbell County, WY, and acknowledge their execution of the foregoing Easement Agreement.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ day of June, 2019.

Witness my hand and official seal. Notary Public, State of Wyoming

My Commission expires: ____________________________
(Seal)

STATE OF WYOMING )
COUNTY OF CAMPBELL )

BEFORE ME, Carol Herrmann, a Notary Public in and for said County and State, on this day personally appeared Joff Pilon, Chief Operating Officer of Blackjewel LLC, and acknowledge his execution of the foregoing Easement Agreement.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ day of June, 2019.

Witness my hand and official seal. Notary Public, State of Wyoming

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

The following page(s) contain the backup material for Agenda Item: 10:15 Budget Amendment for FY2018-19
NOTICE OF PUBLIC HEARING

The Board of Campbell County Commissioners will hold a Public Hearing on June 18, 2019 at 10:15 AM in the Commissioner's Chambers in the Courthouse. The purpose of the public hearing is to:

1. Increase 1% Vehicle Depreciation Budget 020.7267.03 by $355,682
2. Increase 1% Cash Carryover 020.5999 by -$355,682
3. Increase 1% Fire Funding 020.7253.10 by 23,807.81
4. Increase 1% Transfer from 1% Optional 025.5950 by -23,807.81
5. Increase General County Vehicle Depreciation Budget 013.7267.03 by $242,216
6. Increase General County Cash Carryover 1.5999 by -$242,216
7. Increase General County Vehicle Depreciation/Camplex 013.7267.05 by $17,314
8. Increase General County Cash Carryover 1.5999 by -$17,314
9. Increase Bioterrorism 502.6022-6042 by $13,200
10. Increase General County Cash Carryover 1.5999 by -$13,200
11. Increase Communicable Disease 507, by $23,000
12. Increase Communicable Disease Revenue 1.4392.20505 by $23,000
13. Increase General County Land Budget 800.7131 by $2,900,318
14. Increase General County Transfers In 1.5980 by -$2,900,318
15. Increase General County Land Budget 800.7131 by $3,745,755
16. Increase General County Transfers In 1.5980 by -$3,745,755

All persons interested may appear and offer written and/or oral comments regarding such budgets.

Dated this 6th day of June 2019

[Signature]

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

The following page(s) contain the backup material for Agenda Item: 10:30 Schaan Re-Zoning Application
Memorandum  Department of Public Works

TO:  Campbell County Board of Commissioners

FROM: Megan Nelms, AICP, Planner and Zoning Administrator

DATE: June 18, 2019

SUBJECT: Schaan Re-Zoning
A portion of the SW¼NW¼, Section 11, T49N, R72W

Case Number: 19.01 COZ

Summary: The applicant is requesting to re-zone property currently zoned A-L (Agriculture) to I-2 (Heavy Industrial) to facilitate new and future development on the property. The immediate new uses will be a towing yard operation, accommodating storage of vehicles and a truck operation. There will also be a caretaker home/unit on the property.

Current Zoning: A-L (Agriculture)

Proposed Zoning: I-2 (Heavy Industrial District)

Parcel Size: 21.27 acres

Planning Commission Recommendation: On May 16, 2019 the Planning Commission recommended APPROVAL of the zoning request.

Staff Recommendation: Staff recommends APPROVAL of the zoning request.
Schaan Re-Zoning

A portion of the SW¼NW¼, Section 11, T49N, R72W

June 10, 2019

Planning Commission Meeting
May 16, 2019

Board of Commissioners Meeting
June 18, 2019

Applicant: Mike Schaan/MAD Towing

Case Number: 19.01 COZ

Summary: The applicant is requesting to re-zone property currently zoned A-L (Agriculture) to I-2 (Heavy Industrial) to facilitate new and future development on the property. The immediate new uses will be a towing yard operation, accommodating storage of vehicles and a truck operation. There will also be a caretaker home/unit on the property.

Legal Description: A portion of the SW¼NW¼, Section 11, T49N, R72W

Location: The property is located at the intersection of Raymond Street and Hitt Boulevard, in the Southern Industrial area. It is adjacent to the City of Gillette corporation limits.

Current Zoning: A-L (Agriculture)

Proposed Zoning: I-2 (Heavy Industrial District)

Parcel Size: 21.27 acres

Existing Land Use: There are some existing outbuildings on the property.

Adjacent Land Use: North: Home on larger tract (A-L)
South: Oilfield Subdivision (I-2 & City)
East: Volunteers of America & City (I-2)
West: Vacant large acre tracts (A-L)
ZONING CONSIDERATIONS:

The 2013 Joint City/County Future Land Use Map designates this area as C/I, commercial and industrial land use. This re-zoning request is in accordance with the future land use map.

There are no zoning considerations. All future development will be subject to the I-2 (Heavy Industrial District) zoning district requirements. Any future division of the property will be subject to all County Subdivision Regulations.

Staff Recommendation:
Staff recommends APPROVAL of the re-zoning request.

Planning Commission Recommendation:
On May 16, 2019, the Planning Commission recommended APPROVAL of the re-zoning request.

Board of Commissioners' Decision:
MEMBERS PRESENT
Todd Hildebrand, Chairman
Bruce Brown, Vice-Chair
Bob Jordan, Member
Marc Matlick, Member

MEMBERS ABSENT
Miles Williams, Member

STAFF MEMBERS PRESENT
Megan Nelms, Planner and Zoning Administrator
Kevin King, Public Works Director
Melissa Kershner, County Recorder
Clark Melinkovich, Staff Engineer

The meeting was brought to order by Chairman Hildebrand at 7:00 p.m.

Approval of Minutes

Chairman Hildebrand called for a motion for the approval of the minutes from the April 18, 2019 County Planning Commission meeting. Marc Matlick motioned, Bruce Brown seconded. All voted Aye. Motion carried.

Case No. 19.01 COMP- Double Tree Estates Subdivision Phase II, Final Plat
Jeffrey and Michele Swaney/Doyle Surveying

Bob Jordan made a motion to hear the case and recommend approval, pending completion of all planning considerations. Bruce Brown seconded the motion. Megan Nelms presented the case, and recommended approval of the final plat upon completion of all planning considerations.

Chairman Hildebrand asked if there were any questions from the audience. There were none. He then asked if there were any questions from the Board. There were none.

Chairman Hildebrand asked that the Commission be polled on the motion to approve case number 19.01 COMP, Double Tree estates Subdivision Phase II, Final Plat, pending completion of all planning considerations. Voting was as follows:

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<thead>
<tr>
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<tr>
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<td>Marc Matlick</td>
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<td>Bruce Brown</td>
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</table>

Motion Carried 4/0.
Case No. 19.02 COZ- Double Tree Estates Subdivision Phase II, Zoning
Jeffrey and Michele Swaney/Doyle Surveying

Bob Jordan made a motion to hear the case and recommend approval, pending filing of the final plat. Marc Matlick seconded the motion. Megan Nelms presented the case, and recommended approval of the zoning request to R-R (Rural Residential), pending filing of the final plat.

Chairman Hildebrand asked if there were any questions from the audience. There were none. He then asked if there were any questions from the Board. There were none.

Chairman Hildebrand asked that the Commission be polled on the motion to approve case number 19.02 COZ, Double Tree estates Subdivision Phase II, Zoning, pending filing of the final plat. Voting was as follows:

<p>| | |</p>
<table>
<thead>
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<tr>
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<td>Marc Matlick</td>
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<td>Bruce Brown</td>
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</table>

Motion Carried 4/0.

Case No. 19.02 COSP- Piper Acres Subdivision, Preliminary Plat
Tom Civin-TLC Developments/Anthony MacDonald, P.E., KLJ Engineering

Marc Matlick made a motion to hear the case and recommend approval, pending completion of all planning considerations. Bruce Brown seconded the motion. Megan Nelms presented the case, and recommended approval of the preliminary plat upon completion of all planning considerations.

Megan also gave a brief overview of the preliminary final plat process and the timeline. She stated the preliminary plat was meant to be a more “global” overview of the entire development and then each phase of the subdivision would come back to the Planning Commission as a final plat, with additional review and comment.

Chairman Hildebrand asked if there were any questions from the audience. Diane Phillips, 303 Fox Ridge Avenue, approached the Board. She stated she has concerns regarding the anticipated 100 lots coming to the area. She doesn’t believe 100 homes in that area will be considered rural residential living. She is also concerned with 100 septic tanks and leach fields. She believes it will bring at least 200 more people and 200 vehicles, which will bring more traffic to the Fox Ridge and Red Hills subdivisions as well as Highway 50. She is afraid the roads in Fox Ridge will suffer, as well as the country living feel they are accustomed to. She is worried about covenants not being
enforced and aesthetics of the area going downhill. She said her lot would back up to seven of the proposed lots if it goes as planned, and with that many lots, it would feel like they’re stacked up on each other.

DJ Reynolds, 30 Fox Ridge Avenue, approached the Board. DJ stated he has the same concerns as Diane Phillips but feels the country living feel of their subdivision and their safety is at stake with the proposed growth of Piper Acres. He said he thinks the extra traffic going through their subdivision is going to tear up their roads and make it unsafe as well.

Jessica Roswadowski, 6700 Stone Place Loop, approached the Board. She presented photos of her home in proximity to Stone Place Loop and the extension of the road, Running Hills Rd., into the new proposed subdivision. Her driveway is approximately 30’ from where the road is so she is afraid of someone blowing through the road and driving into her garage. She is also concerned with the value of homes in Red Hills Subdivision declining if they allow R-R (Rural Residential District) zoning in Piper Acres. She feels the 100 houses on small lots will feel like downtown Gillette.

Tom Civin, TLC Developments, approached the Board. He responded to the comments regarding Piper Acres Subdivision becoming a “downtown Gillette.” He reported the subdivision would be 364 acres with the smallest lots being 2.50 acres and the largest around 8 acres. The primary access is going to come off Highway 50, with the roads being built with a high-quality limestone. He doesn’t believe anyone will access Fox Ridge to get to Piper Acres because the distance is too far, and he doesn’t think people will go through Red Hills to get there either. He is working with WYDOT to get an approved access off Highway 50. Tom is also working with the city on a water service agreement to share the water tank with Red Hills which is a win-win for both subdivisions due to the flow issues they sometimes have with the tank capacity and usage now. His vision for the subdivision is nice, stick-built homes with quality gravel roads on smaller acreages. There will be covenants, governed by a board, an HOA and a design committee to ensure the vision remains high quality.

Commissioner Bruce Brown asked Tom to expand on the covenants he will be presenting. Tom responded they have not been written yet, but he’s done them before and knows what needs to be included.

Commissioner Bob Jordan asked Tom what his plans are for road maintenance. He responded the HOA would take care of that.

Chairman Hildebrand asked Tom where the funding would come from for the road maintenance? He responded the HOA assessment fees will fund it. Chairman Hildebrand asked if there were going to be cost projections for the road maintenance before the roads are put in and the final plat is presented to them? Tom believes he will have some by that time with construction bids. Chairman Hildebrand asked Tom if he’s going to have an HOA or Improvement & Service District. Tom responded that he is in the process of working with Red Hills to come together for an Improvement & Service District. It will
be easy sharing the water, but they’ll have to figure the road situation out since Red Hills has paved roads and Piper Acres will have gravel. If working with Red Hills doesn’t work out he will move forward to create the Improvement & Service District, just for Piper Acres.

Commissioner Bob Jordan commented that he is concerned Fox Ridge Avenue could get congested if commuters use that route to get into Piper Acres. Tom responded he doesn’t think there will be a problem with that area. That route will be the last to be developed with Phase III and he believes the other homeowners will already be using the access off Highway 50.

Chairman Hildebrand commented that he does believe traffic will be an issue. He lives in Stone Gate Subdivision where homeowners and visitors from Red Hills drive through daily.

Commissioner Bob Jordan asked Tom to describe the access he is applying for from WYDOT. He wants to know if it’s like the access into Red Hills. Tom anticipates it will be similar, however, the engineering is not yet complete, so he really can’t say for sure. Megan reminded everyone WYDOT is requiring a traffic impact study for that access. Bob asked Tom at what time in the process of the subdivision would he create the Improvement & Service District? Tom asked when the best time would be. Megan commented the best time would be while Tom still owns all the property.

Megan asked Tom if he had approached Fox Ridge about joining their Improvement & Service District? He responded that he has not, as he feels they have nothing in common. Piper Acres would share water with Red Hills, so it makes sense to connect with them.

Chairman Hildebrand commented that if the water agreement did not work with Red Hills maybe he should consider a road only District with both Red Hills and Fox Ridge. Tom said he isn’t opposed to anything that will work.

Diane Phillips, 33 Fox Ridge Avenue, approached the Board. Diane asked what Tom’s definition of affordable homes is? She stated that the last meeting she watched, it was said the cost of the homes would start at $300,000, she is wondering if that is still true? She stated that she still believes 100 homes on 364 acres is too many. She’s still concerned with safety within Fox Ridge and the additional traffic on Highway 50 if all the homes do go in. She also disagrees with Tom on the use of roads in Fox Ridge to get into Piper Acres. She also asked if WYDOT would do a traffic study for Fox Ridge? Megan responded that Tom is paying for the traffic study for Piper Acres, but Fox Ridge would have to request and pay for one in Fox Ridge.

Jessica Roswadowski, 6700 Stone Place Loop, approached the Board. She believes the majority of Piper Acres will use the access at Red Hills Road not Highway 50 as Tom has said.
Nevets Bronson, 6401 Stone Place Loop, approached the Board. Nevets stated he echoes the concerns expressed before him regarding traffic and safety. He stated Tom has a large challenge in front of him as far as sharing water with Red Hills and working to maintain his vision for the subdivision with covenants. He believes those are advantageous to everyone in the area. He questioned whether the homes in Red Hills will lose value with the smaller lots in Piper Acres next to them. He would like clarity on what type of homes will go into Piper Acres. Nevets stated that in the Red Hills HOA meeting last week what was discussed then is different than what Tom is saying tonight. Tom reiterated he is going to build stick-built homes. He also stated that he was not at that Red Hills HOA meeting.

Commissioner Bob Jordan asked Tom Civin to clarify his definition of stick built. He wants to know if it’s basement up, timber to timber. Tom said his intention is to build stick-built, basement up. Bob asked if there are going to be 4 or 5 designs or can people design their own. Tom responded that people can design their own, but there will be design standards.

DJ Reynolds, 30 Fox Ridge Avenue, approached the Board. He asked Tom if he knew the mileage from the access road to the proposed north west lots. Tom stated he believes its about three miles. DJ then asked if Tom was going to live on site to enforce the covenants? Tom responded that the HOA Board would do that. DJ then asked Tom how long before he expects the third phase to be built out? Tom said he would like everything to be built within 3 to 5 years, but that is dependent on the market and other factors.

Chairman Hildebrand reminded everyone this is a preliminary plat. The final plat will come later so there will be time for additional comment.

Megan also stated that now is the time for the Planning Commission to give Mr. Civin feedback on the preliminary plat, based on their review and public comment, as he moves forward to final plat stage.

Chairman Hildebrand asked if there were any other comments or questions from the board. There were none.

Chairman Hildebrand asked that the Commission be polled on the motion to approve case number 19.02 COSP, Piper Acres Subdivision, Preliminary Plat, pending completion of all planning considerations. Voting was as follows:

<table>
<thead>
<tr>
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<td>Marc Matlick</td>
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<tr>
<td>Bruce Brown</td>
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</table>

Motion Carried 4/0.
Case No. 19.01 COZ - Schaan Re-Zoning
Mike Schaan/MAD Towing

Marc Matlick made a motion to hear the case and recommend approval of the re-zoning request. Bob Jordan seconded the motion. Megan Nelms presented the case, and recommended approval of the re-zoning request to I-2 (Heavy Industrial District).

Chairman Hildebrand asked if there were any questions from the audience. There were none. He then asked if there were any questions from the Board. There were none.

Chairman Hildebrand asked that the Commission be polled on the motion to approve case number 19.01 COMP, Schaan Re-Zoning as presented. Voting was as follows:

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<td>Marc Matlick</td>
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<td>Bruce Brown</td>
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Motion Carried 4/0.

Adjournment

There being no further business to come before the Board, Chairman Hildebrand adjourned the meeting at 8:03 p.m.

---

Todd Hildebrand, Planning Commission Chairman

mk

NOTE: Campbell County Planning Commission meeting minutes contain a summary of discussions and are not intended to be verbatim.
**Application for Zoning Amendment**

**Permit Cost:** $200.00  
**Primary Code Reference:** Chapter 7, Sections 10.60 and 10.5

### Applicant Information

<table>
<thead>
<tr>
<th>Name of Applicant:</th>
<th>MICHAEL SCHWAN</th>
</tr>
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<tr>
<td>Applicant Phone Number:</td>
<td>307-262-6096</td>
</tr>
<tr>
<td>Applicant Fax Number:</td>
<td>307-234-5057</td>
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<tr>
<td>Applicant Mailing Address:</td>
<td>2305 Salt Creek Hwy, Casper, WY 82601</td>
</tr>
<tr>
<td>Applicant Email Address:</td>
<td><a href="mailto:mischaan@gmail.com">mischaan@gmail.com</a></td>
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<tr>
<td>Relationship of Applicant to Property:</td>
<td>Owner</td>
</tr>
<tr>
<td>Name of Authorized Agent (if applicable):</td>
<td></td>
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<tr>
<td>Agent Phone Number:</td>
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<td>Agent Mailing Address:</td>
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### Property and Use Information

| Property Address (if different from applicant): | 1159 Raymond St., Gillette, WY |
| Current Zoning: | Ag. |
| Current Use: | Vacant |
| Proposed Zoning: | I2 |
| Proposed Use: | Tow Service |
| Legal Description(s): | Portion of Section 11 T49N R72W |

### Project Information

**Description of Amendment:** Please describe your project/use in as much detail as you feel necessary. Use extra sheets if required.  
Rezone for future use as Tow yard and or truck shop.

---

**FOR USE BY COUNTY STAFF – DO NOT WRITE HERE**

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<td>6.18.19 @ 10:30</td>
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<tr>
<td>Chairman:</td>
<td></td>
</tr>
<tr>
<td>Date Signed:</td>
<td></td>
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</table>
The following items shall be submitted along with this application. Please review Chapter 7, Section 10.60 and/or Section 10.5 for the procedures and approvals required for a Zoning Amendment.

Required Materials:

a) A written narrative indicating the requested change in designation and/or the modification of any zoning language, pursuant to the requirements of Section 10.60 or 10.5 and adequate to allow the County Commission to make the findings required by Section 10.60 or 10.5.

b) A depiction of the subject property, showing all structures, landscaping, signage, fencing, road access, and other pertinent features, as well as all access points and adjacent roadways.

c) The names, addresses, and phone numbers of all property owners within 1,000 feet of the subject property.

Acknowledgement of Right to Appeal

The Applicant herein, or his/her authorized Agent, hereby acknowledges that he/she has been advised of the fact that decisions by the County Commission cannot be administratively appealed and that any appeal must be brought before the District Court, according to the requirements of Section 10.70 of the Zoning Regulations.

Applicant Signature: __________________________  Authorized Agent: ________________________________

Agent Authorization and Request for Notification of Changes

The applicant, if signed below, grants the above noted authorized agent the authority to act on the property owners behalf regarding all matters of this application. Please also check YES if the Applicant requests to receive correspondence from the Planning Division regarding any submittals received or changes made during this application.

Applicant Signature: __________________________  Date: __________________________

☐ Yes, I request to receive notification of submittal changes made during the application review process.
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<td>Matt A &amp; Amy Taylor</td>
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<td>Volunteers Of America Of Wyoming</td>
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<td>WY</td>
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<td>Wes &amp; Brian Brennan</td>
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<td>Williston</td>
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<td>58802</td>
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Department of Building and Zoning

ZONING NOTICE

A public hearing will be held by the Campbell County Commissioners on Tuesday, June 18, 2019, at 10:30 A.M. in the Campbell County Courthouse, Commissioners’ Chambers, at 500 South Gillette Avenue, Gillette, Wyoming for the purpose of hearing a zoning request for a portion of SW¼NW¼, Section 11, T49N, R72W. The applicant has requested the property currently zoned A-L (Agricultural District) to be zoned I-2 (Heavy Industrial District).

Anyone having an interest in the property should attend the meeting.

Megan Nelms, AICP
Planner and Zoning Administrator

Publish: June 4, 2019
The following page(s) contain the backup material for Agenda Item: **10:40 Double Tree Estates Phase II - Zoning Application**

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

TO: Campbell County Board of Commissioners

FROM: Megan Nelms, AICP, Planner and Zoning Administrator

DATE: June 16, 2019

SUBJECT: Double Tree Estates, Phase II, Zoning
SE¼NW¼, Section 17, T50N, R69W

Case Number: 19.02 COZ

Summary: The applicant is proposing to subdivide and zone 40.91 acres into 5 lots, ranging from 5.00 to 18.81 acres in size. There is an existing home on proposed Lot 10.

Current Zoning: Unzoned

Proposed Zoning: R-R (Rural Residential)

Planning Commission Recommendation: On May 16, 2019 the Planning Commission recommended APPROVAL of the zoning request, pending filing of the final plat.

Staff Recommendation: Staff recommends APPROVAL of the zoning request, pending the filing of the final plat.
Double Tree Estates, Phase II

Zoning

June 10, 2019

Planning Commission Meeting
May 16, 2019

Board of Commissioners Meeting
June 18, 2019

Applicant: Jeffrey & Michele Swaney

Case Number: 19.02 COZ

Agent: Doyle Surveying

Summary: The applicant is proposing to subdivide and zone 40.91 acres into 5 lots, ranging from 5.00 to 18.81 acres in size. There is an existing home on proposed Lot 10.

Legal Description: SE¼NW¼, Section 17, T50N, R69W

Location: The property is located northeast of Rozet, on the south side of S. Heptner Road, approximately 1.2 miles east of Adon Road.

Current Zoning: Unzoned

Proposed Zoning: R-R (Rural Residential)

Existing Land Use: Existing residence and water well

Adjacent Land Use: North: Double Tree Estates (R-R)
South: Residence on large acreage & vacant lands, Unzoned
East: Residence on large acreage & vacant lands, Unzoned
West: Residence on large acreage & vacant lands, Unzoned
Zoning Considerations:

The request is in conformance with the Comprehensive Plan. The 2013 County Future Land Use Map designates this area as Residential and Rural General.

The property shall be required to be in conformance with the R-R (Rural Residential) zoning district regulations prior to filing of the final plat.

Staff Recommendation:
Staff recommends APPROVAL of the zoning request, pending the filing of the final plat.

Planning Commission Recommendation:
On May 16, 2019 the Planning Commission recommended APPROVAL of the zoning request, pending the filing of the final plat.

Board of Commissioners' Decision:
MEMBERS PRESENT
Todd Hildebrand, Chairman
Bruce Brown, Vice-Chair
Bob Jordan, Member
Marc Matlick, Member

MEMBERS ABSENT
Miles Williams, Member

STAFF MEMBERS PRESENT
Megan Nelms, Planner and Zoning Administrator
Kevin King, Public Works Director
Melissa Kershner, County Recorder
Clark Melinkovich, Staff Engineer

The meeting was brought to order by Chairman Hildebrand at 7:00 p.m.

Approval of Minutes

Chairman Hildebrand called for a motion for the approval of the minutes from the April 18, 2019 County Planning Commission meeting. Marc Matlick motioned, Bruce Brown seconded. All voted Aye. Motion carried.

Case No. 19.01 COMP- Double Tree Estates Subdivision Phase II, Final Plat
Jeffrey and Michele Swaney/Doyle Surveying

Bob Jordan made a motion to hear the case and recommend approval, pending completion of all planning considerations. Bruce Brown seconded the motion. Megan Nelms presented the case, and recommended approval of the final plat upon completion of all planning considerations.

Chairman Hildebrand asked if there were any questions from the audience. There were none. He then asked if there were any questions from the Board. There were none.

Chairman Hildebrand asked that the Commission be polled on the motion to approve case number 19.01 COMP, Double Tree estates Subdivision Phase II, Final Plat, pending completion of all planning considerations. Voting was as follows:

- Todd Hildebrand: Yes
- Bob Jordan: Yes
- Marc Matlick: Yes
- Bruce Brown: Yes

Motion Carried: 4/0.
Case No. 19.02 COZ- Double Tree Estates Subdivision Phase II, Zoning
Jeffrey and Michele Swaney/Doyle Surveying

Bob Jordan made a motion to hear the case and recommend approval, pending filing of
the final plat. Marc Matlick seconded the motion. Megan Nelms presented the case, and
recommended approval of the zoning request to R-R (Rural Residential), pending filing
of the final plat.

Chairman Hildebrand asked if there were any questions from the audience. There were
none. He then asked if there were any questions from the Board. There were none.

Chairman Hildebrand asked that the Commission be polled on the motion to approve case
number 19.02 COZ, Double Tree estates Subdivision Phase II, Zoning, pending filing of
the final plat. Voting was as follows:

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Motion Carried 4/0.

Case No. 19.02 COSP- Piper Acres Subdivision, Preliminary Plat
Tom Civin-TLC Developments/Anthony MacDonald, P.E., KLJ Engineering

Marc Matlick made a motion to hear the case and recommend approval, pending
completion of all planning considerations. Bruce Brown seconded the motion. Megan
Nelms presented the case, and recommended approval of the preliminary plat upon
completion of all planning considerations.

Megan also gave a brief overview of the preliminary final plat process and the timeline.
She stated the preliminary plat was meant to be a more “global” overview of the entire
development and then each phase of the subdivision would come back to the Planning
Commission as a final plat, with additional review and comment.

Chairman Hildebrand asked if there were any questions from the audience. Diane
Phillips, 303 Fox Ridge Avenue, approached the Board. She stated she has concerns
regarding the anticipated 100 lots coming to the area. She doesn’t believe 100 homes in
that area will be considered rural residential living. She is also concerned with 100 septic
tanks and leach fields. She believes it will bring at least 200 more people and 200
vehicles, which will bring more traffic to the Fox Ridge and Red Hills subdivisions as
well as Highway 50. She is afraid the roads in Fox Ridge will suffer, as well as the
country living feel they are accustomed to. She is worried about covenants not being
enforced and aesthetics of the area going downhill. She said her lot would back up to seven of the proposed lots if it goes as planned, and with that many lots, it would feel like they’re stacked up on each other.

DJ Reynolds, 30 Fox Ridge Avenue, approached the Board. DJ stated he has the same concerns as Diane Phillips but feels the country living feel of their subdivision and their safety is at stake with the proposed growth of Piper Acres. He said he thinks the extra traffic going through their subdivision is going to tear up their roads and make it unsafe as well.

Jessica Roswadowski, 6700 Stone Place Loop, approached the Board. She presented photos of her home in proximity to Stone Place Loop and the extension of the road, Running Hills Rd., into the new proposed subdivision. Her driveway is approximately 30’ from where the road is so she is afraid of someone blowing through the road and driving into her garage. She is also concerned with the value of homes in Red Hills Subdivision declining if they allow R-R (Rural Residential District) zoning in Piper Acres. She feels the 100 houses on small lots will feel like downtown Gillette.

Tom Civin, TLC Developments, approached the Board. He responded to the comments regarding Piper Acres Subdivision becoming a “downtown Gillette.” He reported the subdivision would be 364 acres with the smallest lots being 2.50 acres and the largest around 8 acres. The primary access is going to come off Highway 50, with the roads being built with a high-quality limestone. He doesn’t believe anyone will access Fox Ridge to get to Piper Acres because the distance is too far, and he doesn’t think people will go through Red Hills to get there either. He is working with WYDOT to get an approved access off Highway 50. Tom is also working with the city on a water service agreement to share the water tank with Red Hills which is a win-win for both subdivisions due to the flow issues they sometimes have with the tank capacity and usage now. His vision for the subdivision is nice, stick-built homes with quality gravel roads on smaller acreages. There will be covenants, governed by a board, an HOA and a design committee to ensure the vision remains high quality.

Commissioner Bruce Brown asked Tom to expand on the covenants he will be presenting. Tom responded they have not been written yet, but he’s done them before and knows what needs to be included.

Commissioner Bob Jordan asked Tom what his plans are for road maintenance. He responded the HOA would take care of that.

Chairman Hildebrand asked Tom where the funding would come from for the road maintenance? He responded the HOA assessment fees will fund it. Chairman Hildebrand asked if there were going to be cost projections for the road maintenance before the roads are put in and the final plat is presented to them? Tom believes he will have some by that time with construction bids. Chairman Hildebrand asked Tom if he’s going to have an HOA or Improvement & Service District. Tom responded that he is in the process of working with Red Hills to come together for an Improvement & Service District. It will
be easy sharing the water, but they’ll have to figure the road situation out since Red Hills has paved roads and Piper Acres will have gravel. If working with Red Hills doesn’t work out he will move forward to create the Improvement & Service District, just for Piper Acres.

Commissioner Bob Jordan commented that he is concerned Fox Ridge Avenue could get congested if commuters use that route to get into Piper Acres. Tom responded he doesn’t think there will be a problem with that area. That route will be the last to be developed with Phase III and he believes the other homeowners will already be using the access off Highway 50.

Chairman Hildebrand commented that he does believe traffic will be an issue. He lives in Stone Gate Subdivision where homeowners and visitors from Red Hills drive through daily.

Commissioner Bob Jordan asked Tom to describe the access he is applying for from WYDOT. He wants to know if it’s like the access into Red Hills. Tom anticipates it will be similar, however, the engineering is not yet complete, so he really can’t say for sure. Megan reminded everyone WYDOT is requiring a traffic impact study for that access. Bob asked Tom at what time in the process of the subdivision would he create the Improvement & Service District? Tom asked when the best time would be. Megan commented the best time would be while Tom still owns all the property.

Megan asked Tom if he had approached Fox Ridge about joining their Improvement & Service District? He responded that he has not, as he feels they have nothing in common. Piper Acres would share water with Red Hills, so it makes sense to connect with them.

Chairman Hildebrand commented that if the water agreement did not work with Red Hills maybe he should consider a road only District with both Red Hills and Fox Ridge. Tom said he isn’t opposed to anything that will work.

Diane Phillips, 33 Fox Ridge Avenue, approached the Board. Diane asked what Tom’s definition of affordable homes is? She stated that the last meeting she watched, it was said the cost of the homes would start at $300,000, she is wondering if that is still true? She stated that she still believes 100 homes on 364 acres is too many. She’s still concerned with safety within Fox Ridge and the additional traffic on Highway 50 if all the homes do go in. She also disagrees with Tom on the use of roads in Fox Ridge to get into Piper Acres. She also asked if WYDOT would do a traffic study for Fox Ridge? Megan responded that Tom is paying for the traffic study for Piper Acres, but Fox Ridge would have to request and pay for one in Fox Ridge.

Jessica Roswadowski, 6700 Stone Place Loop, approached the Board. She believes the majority of Piper Acres will use the access at Red Hills Road not Highway 50 as Tom has said.
Nevets Bronson, 6401 Stone Place Loop, approached the Board. Nevets stated he echoes the concerns expressed before him regarding traffic and safety. He stated Tom has a large challenge in front of him as far as sharing water with Red Hills and working to maintain his vision for the subdivision with covenants. He believes those are advantageous to everyone in the area. He questioned whether the homes in Red Hills will lose value with the smaller lots in Piper Acres next to them. He would like clarity on what type of homes will go into Piper Acres. Nevets stated that in the Red Hills HOA meeting last week what was discussed then is different than what Tom is saying tonight. Tom reiterated he is going to build stick-built homes. He also stated that he was not at that Red Hills HOA meeting.

Commissioner Bob Jordan asked Tom Civin to clarify his definition of stick built. He wants to know if it’s basement up, timber to timber. Tom said his intention is to build stick-built, basement up. Bob asked if there are going to be 4 or 5 designs or can people design their own. Tom responded that people can design their own, but there will be design standards.

DJ Reynolds, 30 Fox Ridge Avenue, approached the Board. He asked Tom if he knew the mileage from the access road to the proposed north west lots. Tom stated he believes its about three miles. DJ then asked if Tom was going to live on site to enforce the covenants? Tom responded that the HOA Board would do that. DJ then asked Tom how long before he expects the third phase to be built out? Tom said he would like everything to be built within 3 to 5 years, but that is dependent on the market and other factors.

Chairman Hildebrand reminded everyone this is a preliminary plat. The final plat will come later so there will be time for additional comment.

Megan also stated that now is the time for the Planning Commission to give Mr. Civin feedback on the preliminary plat, based on their review and public comment, as he moves forward to final plat stage.

Chairman Hildebrand asked if there were any other comments or questions from the board. There were none.

Chairman Hildebrand asked that the Commission be polled on the motion to approve case number 19.02 COSP, Piper Acres Subdivision, Preliminary Plat, pending completion of all planning considerations. Voting was as follows:

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Motion Carried 4/0.
Case No. 19.01 COZ - Schaan Re-Zoning
Mike Schaan/MAD Towing

Marc Matlick made a motion to hear the case and recommend approval of the re-zoning request. Bob Jordan seconded the motion. Megan Nelms presented the case, and recommended approval of the re-zoning request to I-2 (Heavy Industrial District).

Chairman Hildebrand asked if there were any questions from the audience. There were none. He then asked if there were any questions from the Board. There were none.

Chairman Hildebrand asked that the Commission be polled on the motion to approve case number 19.01 COMP, Schaan Re-Zoning as presented. Voting was as follows:

Todd Hildebrand    Yes
Bob Jordan         Yes
Marc Matlick       Yes
Bruce Brown        Yes

Motion Carried    4/0.

Adjournment

There being no further business to come before the Board, Chairman Hildebrand adjourned the meeting at 8:03 p.m.

_____________
Todd Hildebrand, Planning Commission Chairman
mk

NOTE: Campbell County Planning Commission meeting minutes contain a summary of discussions and are not intended to be verbatim.
Application for Zoning Amendment

Primary Code Reference: Chapter 7, Sections 10.60 and 10.5

Applicant Information

Name of Applicant: Jeffrey and Michele Swaney
Applicant Phone Number: 307-680-5586
Applicant Mailing Address: 190 S. Hetzer Rd., Ste.15, Rawlins, WY 82327
Applicant Email Address: JeffreySwaney@gmail.com
Relationship of Applicant to Property: ☑ Owner
Name of Authorized Agent (if applicable): Doyle Surveying Inc.
Agent Phone Number: 307-686-2410
Agent Mailing Address: 801 E 4th St., Ste.15, Gillette, WY 82716
Agent Email: disr.org

Property and Use Information

Property Address (if different from applicant): 190 S. Hetzer Rd., Rawlins, WY 82327
Current Zoning: UNZONED
Proposed Zoning: R-2
Current Use: Residential, Rangeland.
Proposed Use: Residential.
Legal Description(s): SEC. 17, T17S, R66W.

Project Information

Description of Amendment: Please describe your project/use in as much detail as you feel necessary. Use extra sheets if required.

To promote development.

FOR USE BY COUNTY STAFF – DO NOT WRITE HERE

Case Name/No.: 19-02-102. Date Received: 4.11.19
Fee/Amount Paid: 200.00
Planning Comm. Date: 5.16.19
PC Recommendation: ☑ Approve
County Comm. Date: 6.18.19
CC Decision: ☑ Approve
Chairman: Date Signed:
The following items shall be submitted along with this application. Please review Chapter 7, Section 10.60 and/or Section 10.5 for the procedures and approvals required for a Zoning Amendment.

**Required Materials:**

a) A written narrative indicating the requested change in designation and/or the modification of any zoning language, pursuant to the requirements of Section 10.60 or 10.5 and adequate to allow the County Commission to make the findings required by Section 10.60 or 10.5.

b) A depiction of the subject property, showing all structures, landscaping, signage, fencing, road access, and other pertinent features, as well as all access points and adjacent roadways.

c) The names, addresses, and phone numbers of all property owners within 1,000 feet of the subject property.

**Acknowledgement of Right to Appeal**

The Applicant herein, or his/her authorized Agent, hereby acknowledges that he/she has been advised of the fact that decisions by the County Commission cannot be administratively appealed and that any appeal must be brought before the District Court, according to the requirements of Section 10.70 of the Zoning Regulations.

Applicant Signature: [Signature] 
Authorized Agent: [Signature]

**Agent Authorization and Request for Notification of Changes**

The applicant, if signed below, grants the above noted authorized agent the authority to act on the property owners behalf regarding all matters of this application. Please also check YES if the Applicant requests to receive correspondence from the Planning Division regarding any submittals received or changes made during this application.

Applicant Signature: [Signature]  
Date: 4-12-19  

☐ Yes, I request to receive notification of submittal changes made during the application review process.
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Department of Building and Zoning

ZONING NOTICE

A public hearing will be held by the Campbell County Commissioners on Tuesday, June 18, 2019, at 10:40 A.M. in the Campbell County Courthouse, Commissioners’ Chambers, at 500 South Gillette Avenue, Gillette, Wyoming for the purpose of hearing a zoning request for a portion of SE¼NW¼, Section 17, T50N, R69W. The applicant has requested the property currently unzoned to be zoned R-R (Residential Residential District).

Anyone having an interest in the property should attend the meeting.

Megan Nelms, AICP
Planner and Zoning Administrator

Publish: June 4, 2019
*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.*
Memorandum

TO: Sandra Beeman  
Office of County Commissioners

FROM: Carol Seeger  
Deputy Campbell County Attorney

DATE: June 5, 2019

RE: Reno Road Alteration/Vacation

Please find accompanying this memo a proposed final order in the above referenced road action currently pending before the Board of Commissioners.

This agreement is being submitted to you for placement on the agenda of the June 18, 2019, meeting of the Board of County Commissioners for consideration of approval.

Thank you and if you have questions, please feel free to contact me.
BEFORE THE BOARD OF COMMISSIONERS
CAMPELL COUNTY, WYOMING

In the Matter of the Alteration of the:
RENO ROAD

FINAL ORDER
ROAD RESOLUTION NO.______________

WHEREAS, pursuant to W.S. §24-3-101(b), any person desiring the establishment, vacation or
alteration of a county road, may petition the Board of County Commissioners, and;

WHEREAS, on or about October 9, 2019, a petition was filed with the Board of Campbell
County Commissioners requesting a portion of Reno Road be vacated as a county road but preserved as a
private road; and,

WHEREAS, the petition contained the requisite number of qualifying signatures of landowners
located within 25 miles of the proposed road action, however, the petition was initiated by Peabody Energy
to accommodate coal mining activity they are conducting in the area; and,

WHEREAS, Kevin Geis, the Director of Road and Bridge for Campbell County, was appointed
as a viewer to examine into the expediency of the proposed action with a report dated April of 2019 being
submitted wherein the viewer generally recommended proceeding with the proposed road action provided
certain conditions were met; and,

WHEREAS, notice of the proposed action was given in accordance with law to all those owning
lands or claiming any interest in the lands affected by the proposed action with the notice inviting all those
with claims for damages or objections to the proposed road action to submit them to the county clerk no
later than noon on May 24, 2019; and,

WHEREAS, no written objections or claims for damages were submitted within the time allotted;

NOW, THEREFORE, BE IT RESOLVED that the recommendations of the viewer detailed in
his report dated April of 2019 are hereby adopted and the proposed road action is deemed to be in the
public interest and the county road identified as Reno Road is hereby vacated as a county road as follows:
Beginning at the intersection of Edwards Road, Antelope Road and Reno Road, said point being the approximate location of the section corner common to Sections 1, 2, 11 and 12 of Township 42N, Range 71W, 6th P.M., thence easterly along the section lines common to Sections 1 and 12 to a point on the westerly line of Township 42N, Range 70W; thence continuing easterly along the section lines common to Sections 6 and 7, Sections 5 and 8, and Sections 4 and 9 of Township 42N, Range 70W to a point of termination at the intersection of the existing private Reno Road located in the NE1/4 of Section 9, Township 42N, Range 70W.

Also at the initiation of Peabody Energy, it is hereby noted that a portion of Reno Road was vacated as a county road pursuant to County Road Resolution No. 1744 adopted in May of 2012. This action will vacate the remaining portion of Reno Road changing the designation of all of Reno Road from a county road to a private road.

**IT IS FURTHER RESOLVED** that private right of access shall continue to be provided to all landowners, grazing lessees and oil and gas operators who utilize lands currently accessed by the Reno Road and all successors and assigns.

**IT IS FURTHER RESOLVED** that Peabody Energy and its successors and assigns shall be responsible for and pay all costs associated with the vacation of the remainder of Reno Road provided for in this order and all future maintenance of the Reno Road in its private road status to include the installation of signage alerting the general public of the changed status of the road shall be the sole responsibility of Peabody Energy, its successors and assigns. In the event the maintenance of the Reno Road or mining activity result in the removal of the pavement, the replacement surface shall be suitable for continued access as provided for in this order and Campbell County Road & Bridge shall be offered to mill and secure the asphalt paving and base for its own use.

**IT IS FURTHER RESOLVED** that as a condition of granting the vacation of the Reno Road, Peabody Energy shall execute a county road right-of-way agreement wherein Peabody Energy, its successors and assigns, agree to convey at no cost right of way to the county in the event Campbell County
determines in the future to establish a county road in accordance with W.S. 24-3-101 in the vicinity of the Reno Road at the conclusion of mining activity.

IT IS FURTHER RESOLVED that all further objections and claims for damages to the proposed vacation and alteration herein are barred.

IT IS FURTHER RESOLVED a copy of this Road Resolution and record of this road action shall be filed, recorded and kept in the office of the county clerk to memorialize the action approved herein.

DATED THIS ____________ Day of June, 2019.

BOARD OF COUNTY COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING

______________________________
Rusty Bell, Chairman

ATTEST:

______________________________
Susan Saunders, County Clerk

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

The following page(s) contain the backup material for Agenda Item: 10:50 Cooperative Agreement, Child Support Services.

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed. Comments related to the Board agenda will be heard first.
1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Family Services, whose address is 2300 Capitol Ave, Hathaway Bldg., 5th Flr., Ste. C, Cheyenne, Wyoming 82002-0490 (DFS), and the Campbell County Clerk of the District Court (CDC), whose address is 500 South Gillette, Gillette, Wyoming 82717.

2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the mutual responsibilities between the parties to accept receipt and distribute child support payments, according to federal law, rules, and policies regarding Title IV-D of the Social Security Act, as amended.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from July 1, 2019 or the Effective Date, whichever is later, through June 30, 2020. All services shall be completed during this term. There is no right or expectation of extension and any extension will be determined at the discretion of the DFS.

4. **Payment.** No payment shall be made to either party by the other party as a result of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Responsibilities of DFS.** DFS agrees to:

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

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

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

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

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

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

7. **Special Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

H. **Compliance with Laws.** The CDC shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all executive orders in the performance of this Agreement.

I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the CDC in the performance of this Agreement shall be kept confidential by the CDC unless written permission is granted by DFS for its release. If and when CDC
receives a request for information subject to this Agreement, CDC shall notify DFS within ten (10) days of such request and shall not release such information to a third party unless directed to do so by DFS.

J. **Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, Statement of Confidentiality, consisting of one (1) page; Attachment B, Non-Disclosure Oath and Certification of Need, consisting of four (4) pages; Attachment C, Conflict of Interest Disclosure, consisting of one (1) page; Attachment D, Electronic Transmission of Federal Tax Information (FTI) Policy, consisting of one (1) page; and Attachment E, IRS Video – Statement of Completion, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

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

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

M. **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.

N. **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.

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

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

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

R. **Ownership and Return of Documents and Information.** DFS is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the CDC in the performance of this Agreement. Upon termination of services, for any reason, CDC agrees to return all such original and derivative information and documents to DFS in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

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

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

U. Insurance Requirements.

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

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

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

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

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the DFS may, at the DFS’s option, obtain and maintain, at the expense of the CDC, such insurance in the name of the CDC, or subcontractor, as the DFS may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the CDC under this Agreement.

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

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

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

(i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
(a) $250,000.00 per claimant; and

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

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

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

X. 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.

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

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

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

BB. 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.

Cooperative Agreement for Responsibilities Between The Wyoming Department of Family Services
Child Support Enforcement and Campbell County Clerk of District Court
Page 10 of 12
provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

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

EE. **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.

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

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

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

**Wyoming Department of Family Services**

Korin A. Schmidt, Director  
Date

Kristie Arneson, Economic Securities Administrator  
Date

**Campbell County Board of County Commissioners**

Gary A. Becker, M.D. Chairman  
Date

Campbell County Attorney  
Ron Wirthwein  
Date

**Campbell County Clerk of the District Court**

Cheryl Chitwood  
Date

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

Margaret A.R. Schwartz, Assistant Attorney General  
Date

*Cooperative Agreement for Responsibilities Between The Wyoming Department of Family Services  
Child Support Enforcement and Campbell County Clerk of District Court*
STATEMENT OF CONFIDENTIALITY

I ________________________________, the undersigned, am employed by
(Please print name)

I understand certain material which I may handle or create during the course of my employment may be covered by confidentiality requirements.

I further acknowledge that in the performance of my duties I may acquire or have access to “personal data” and become a “holder” of such personal data or other information deemed confidential under state or federal law, regulation or common practice.

I shall comply with state and federal laws and regulations relating to confidentiality and shall not divulge any personal information or data to ANYONE other than that required through the normal course of Title IV-D business.

Below is an oath stating I will comply with this statement and I am aware a violation of this oath may result in my IMMEDIATE DISMISSAL from employment and possible prosecution.

I, ________________________________, acknowledge I have read the
(Please print name)

Foregoing and fully understand my obligation to hold all information and data acquired in the performance of my employment as confidential. I further state I have been informed of the state and federal laws and regulations relating to confidentiality and will abide by the same.

I understand a violation of this oath may at a minimum result in IMMEDIATE TERMINATION of employment and may result in criminal and civil prosecution.

(Please sign name) __________________________ Date __________

Attachment A to the
Cooperative Agreement for Responsibilities and Between
The Wyoming Department of Family Services, Child Support Enforcement and
Campbell County Clerk of the District Court
Page 1 of 1
NON-DISCLOSURE OATH and CERTIFICATION OF NEED

IRC SEC. 7213 UNAUTHORIZED DISCLOSURE OF INFORMATION.

(a) RETURNS AND RETURN INFORMATION.-

(1) FEDERAL EMPLOYEES AND OTHER PERSONS.-It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)]. Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) STATE AND OTHER EMPLOYEES.-It shall be unlawful for any person [not described in paragraph (1)] willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)] acquired by him or another person under subsection (d), (d)(3)(B)(i), (1)(6), (7), (8), (9), (10), (2), (15) or (16) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(3) OTHER PERSONS.-It shall be unlawful for any person to whom any return or return information [as defined in section 6103(b)] is disclosed in an manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) SOLICITATION.-It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information [as defined in 6103(b)] and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) SHAREHOLDERS.—It shall be unlawful for any person to whom return or return information [as defined in 6103(b)] is disclosed pursuant to the provisions of 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.
NON-DISCLOSURE OATH and CERTIFICATION OF NEED

SEC. 7213A. UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION

(a) PROHIBITIONS.-
   (1) FEDERAL EMPLOYEES AND OTHER PERSONS.-It shall be unlawful for-
       (A) any officer or employee of the United States, or
       (B) any person described in section 6103(n) or an officer willfully to inspect, except as
       authorized in this title, any return or return information.

   (2) STATE AND OTHER EMPLOYEES.-It shall be unlawful for any person [not described in
       paragraph(1)] willfully to inspect, except as authorized by this title, any return information
       acquired by such person or another person under a provision of section 6103 referred to
       in section 7213(a)(2).

(b) PENALTY.-

   (1) IN GENERAL.-Any violation of subsection (a) shall be punishable upon conviction by a fine in
       any amount not exceeding $1000, or imprisonment of not more than 1 year, or both, together
       with the costs of prosecution.

   (2) FEDERAL OFFICERS OR EMPLOYEES.-An officer or employee of the United States
       who is convicted of any violation of subsection (a) shall, in addition to any other
       punishment, be dismissed from office or discharged from employment.

(c) DEFINITIONS.-For purposes of this section, the terms "inspect", "return", and "return information"
   have respective meanings given such terms by section 6103(b).

IRC SEC. 7431 CIVIL DAMAGES FOR UNAUTHORIZED DISCLOSURE OF RETURNS AND RETURN
INFORMATION.

(a) IN GENERAL.-

   (1) INSPECTION OR DISCLOSURE BY EMPLOYEE OF UNITED STATES. - If any officer or
       employee of the United States knowingly, or by reason of negligence, inspects or discloses
       any return or return information with respect to a taxpayer in violation of any provision
       of section 6103, such taxpayer may bring a civil action for damages against the United States in
       a district court of the United States.

   (2) INSPECTION OR DISCLOSURE BY A PERSON WHO IS NOT AN EMPLOYEE OF UNITED
       STATES. - If any person who is not an officer or employee of the United States knowingly, or
       by reason of negligence, inspects or discloses any return or return information with respect to
       a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action
       for damages against such person in a district court of the United States.

(b) EXCEPTIONS. -No liability shall arise under this section with respect to any inspection or disclosure

   (1) which results from good faith, but erroneous, interpretation of section 6103, or

   (2) which is requested by the taxpayer.
(c) DAMAGES. - In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of-

(1) the greater of-

(A) $1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or
(B) the sum of-

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the cost of the action.

(d) PERIOD FOR BRINGING ACTION. - Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) NOTIFICATION OF UNLAWFUL INSPECTION AND DISCLOSURE. - If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer’s return or return information in violation of-

(1) paragraph (1) or (2) of section 7213(a),
(2) section 7213A(a), or
(3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) DEFINITIONS. - For purposes of this section, the terms "inspect", "inspection", "return" and "return information" have the respective meanings given such terms by section 6103(b).

(g) EXTENSION TO INFORMATION OBTAINED UNDER SECTION 3406. - For purposes of this section-

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103.

For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.
I understand the criminal and civil penalties pursuant to Internal Revenue Code § 7213, § 7213A, and § 7431 for unauthorized access and disclosure of federal tax data. I will protect the confidentiality of the information to the extent that it is protected under applicable laws.

Name (PRINT)    Title

Office

Signature    Date
CONFLICT OF INTEREST DISCLOSURE FORM

A conflict of interest occurs when an appearance between your private, personal relationships or interests and your professional obligations to the Child Support Enforcement Program is such that a customer or any other observer might reasonably question whether your actions or decisions are determined by considerations of personal curiosity, benefit, gain or advantage.

The appearance of conflict of interest can be as damaging or detrimental as an actual conflict. **You are required to report actual or potential conflicts with any IV-D or Non-IV-D case through the annual Acknowledgment and Disclosure Form and/or whenever a conflict arises.**

ACKNOWLEDGMENT AND DISCLOSURE FORM

I have read the Conflict of Interest Policy set forth above and agree to comply fully at all times during my employment. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, I will promptly notify my supervisor.

Disclosure of Actual or Potential Conflicts of Interest:

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I ____________________________, the undersigned, am employed by ____________________________________________________________

Employee Printed Name ________________________________ Date ________________________________

Supervisor Signature ________________________________ Date ________________________________

Attachment C to the
Cooperative Agreement for Responsibilities Between The Wyoming Department of Family Services
Child Support Enforcement and Campbell County Clerk of District Court

Page 1 of 1
ELECTRONIC TRANSMISSION OF FEDERAL TAX INFORMATION (FTI) POLICY

(WY CSE Policy 3.2.6 – IRS – Electronic Transmission of FTI)

Because the e-mail lines used by the Wyoming CSE Program are not encrypted and not all lines are fiber optic, information is susceptible to interception. E-mail will not be used to transmit questions or information dealing with or making reference to IRS data.

In order to meet the strict confidentiality and transmission rules established by the IRS, Wyoming CSE Program professionals will only call authorized State agencies regarding IRS data or fax IRS requests to the an authorized State agency or person.

To reduce the threat of intrusion, Wyoming CSE Program staff will observe the following:

- Have a trusted staff member at both the sending and receiving fax machines;
- Accurately maintain broadcast lists and other preset numbers of frequent recipients of FTI;
- Place fax machines in a secured area; and
- Include a cover sheet on fax transmissions that explicitly provides guidance to the recipient, which includes:
  - A notification of the sensitivity of the data and the need for protection and
  - A notice to unintended recipients to telephone the sender—collect if necessary—to report the disclosure and confirm destruction of the information.

I have read, understand and will adhere to Wyoming Child Support Division policy, 3.2.6 – IRS - Electronic Transmission of FTI.

______________________________
Employee Printed Name

______________________________    _______________________
Employee Signature                Date

______________________________    _______________________
Supervisor Signature              Date
IRS VIDEO - STATEMENT OF COMPLETION

I, ______________________________________, acknowledge that on the
(Please print your name)
_________ day _____________ 20 ___, I watched the IRS safeguarding video
entitled, "Disclosure Awareness Training for Child Support Agencies". I understand that
watching this video is one of the requirements established by the IRS for having access
to and working on the Wyoming child support computer system POSSE, which contains
federal tax information.

Signature ___________________________ Date ___________

Supervisor's Signature ___________________________ Date ___________
Memorandum

TO:        Sandra Beeman  
           Office of County Commissioners

FROM:      Carol Seeger  
           Deputy Campbell County Attorney

DATE:      June 7, 2019

RE:        Cooperative Agreement – Child Support Receipt and Disbursement

Please find accompanying this memo an agreement between Campbell County, Clerk of District Court and the Department of Family Services governing responsibilities for each entity governing the collection and disbursement of child support payments.

Ms. Chitwood advises that although she has requested that the signature line be changed from Dr. Becker as Chairman of the Board and a change on page 2, Section C, regarding the dollar amount of the filing fee from $50 to $70, the Department has not yet responded to her request and the contract period begins July 1 so she asks that the Board proceed to consider this contract for approval.

I have advised that we can correct the signature line which I have done and it is fine to contractually commit to the collection of a $50 filing fee as opposed to the established $70 filing fee. Moving forward it just means that she will collect the established $70 filing fee but is only contractually bound to the Department to collect $50.

This agreement is being submitted to you for placement on the agenda of the June 18, 2019, meeting of the Board of County Commissioners for consideration of approval. If approved, please return the executed agreement to me and I will forward to Ms. Chitwood for her signature and that of the Department.

Thank you and if you have questions, please feel free to contact me.
The following page(s) contain the backup material for Agenda Item: **10:55 Amended Agreement, Gillette College Pronghorn Center**

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

TO: Sandra Beeman
Office of County Commissioners

FROM: Carol Seeger
Deputy Campbell County Attorney

DATE: June 10, 2019

RE: Amended Ownership, Maintenance and Operation Agreement - Gillette College
Pronghorn Center and Soccer Field

Please find accompanying this memo an amendment to the original of the above referenced agreement between Campbell County and the Northern Wyoming Community College District.

The original agreement was entered in September of 2017 and since that time, the particulars regarding the soccer field have solidified such that some of the original terms are no longer accurate and more detailed information is now available. Those changes have been incorporated into this amended agreement.

This agreement is being submitted to you for placement on the agenda of the June 18, 2019, meeting of the Board of County Commissioners for consideration of approval.

Thank you and if you have questions, please feel free to contact me.
AMENDED OWNERSHIP, MAINTENANCE AND OPERATION AGREEMENT
PRONGHORN CENTER AND SOCCER FIELD – GILLETTE COLLEGE

THIS AMENDED AGREEMENT is made between the Board of County Commissioners for Campbell County, Wyoming, 500 S. Gillette Ave., Gillette, Wyoming, herein referred to as “COUNTY”, and the Northern Wyoming Community College District, Wyoming, P.O. Box 1500, City of Sheridan, Sheridan County, Wyoming herein referred to as “DISTRICT”. The amended agreement amends and includes further language regarding the soccer field.

RECITALS

WHEREAS, the State of Wyoming appropriated funding in the amount of Four Million Two Hundred Forty-Nine Thousand Dollars ($4,249,000) from the general fund to DISTRICT for the purpose of constructing an education and activities center with said funding to be matched with non-general fund sources; either public or private; and

WHEREAS, COUNTY agreed to provide additional funding of Twelve Million Nine Hundred Forty-Four Thousand Four Hundred Sixty-Five Dollars ($12,944,465) to fund the education activities center project hereinafter PRONGHORN CENTER; and

WHEREAS, the City of Gillette deeded real property to COUNTY with a donated value of Two Million Nine Hundred Ninety-Five Thousand One Hundred Eighty-Five Dollars ($2,995,185) to provide for the construction of the PRONGHORN CENTER, and waived fees in the amount of Fifty-Six Thousand Two Hundred Sixty-Nine Dollars ($56,269); and

WHEREAS, DISTRICT contributed Two Million Dollars ($2,000,000) through a private donation and One Million Five Hundred Thousand Dollars ($1,500,000) through the Gillette College Foundation; and

WHEREAS, COUNTY applied for and received a grant from the Campbell County Community Public Recreation District in the amount of One Million Dollars ($1,000,000) and the COUNTY provided and additional One Million Dollars ($1,000,000) for the construction of a soccer field hereinafter SOCCER on the premises adjacent to the PRONGHORN CENTER on a tract of land subject to the original lease agreement, the construction of which is being accomplished at the time of execution of this agreement under the administration and oversight of COUNTY; and

WHEREAS, the parties desire to enter an agreement defining their respective rights, duties, obligations and liabilities, relating to the PRONGHORN CENTER and adjacent SOCCER field hereinafter may be jointly referred to as FACILITIES;

THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:
OWNERSHIP

SECTION ONE
DESCRIPTION OF PREMISES

The premises subject to this agreement are generally described as the Pronghorn Center located on the campus of the Gillette College, Gillette, Wyoming and more particularly described as follows:

Tract A of the Gillette Tech Center, Phase III subdivision, recorded in Book 10 of Plats, Page 372.

SECTION TWO
PERCENTAGE

The real property of the premises is owned one hundred percent (100%) by COUNTY which includes the improvement described herein as SOCCER. The improvements constructed on the premises identified as the PRONGHORN CENTER shall be owned as follows:

COUNTY: 78%
DISTRICT: 22%

COUNTY agrees to lease its interest in the FACILITIES and the real property upon which the FACILITIES are constructed to the DISTRICT subject to the lease terms set forth below.

OPERATION AND MAINTENANCE

SECTION ONE
TERM OF LEASE

In exchange for the DISTRICT contributing to the funding and location of the PRONGHORN CENTER in the City of Gillette for the operation of an education and activities center at the Gillette College, COUNTY agrees to lease to DISTRICT its interest in the FACILITIES and real property for a term of NINETY-NINE (99) YEARS commencing on the date of the issuance of the certificate of occupancy issued for the PRONGHORN CENTER subject only to the termination provisions elsewhere delineated in this agreement.

SECTION TWO
DELIVERY OF POSSESSION

If, for any reason, COUNTY cannot deliver possession of the FACILITIES at the commencement of the term, this Lease shall not be void or voidable, nor shall COUNTY be liable to DISTRICT for any loss or damage resulting therefrom.

SECTION THREE
CONSIDERATION
DISTRICT shall pay a total of One Dollar ($1.00) per year for the term of this Lease, or a total of Ninety-Nine Dollars ($99.00) payable in advance, without deduction or offset with additional consideration being shared use of the FACILITIES as further set out herein.

SECTION FOUR
USE AND RESTRICTIONS ON USE

Pronghorn Center:

DISTRICT shall use the PRONGHORN CENTER for the purpose of operating an education and activities center at the Gillette College and for no other purpose. DISTRICT shall not permit the PRONGHORN CENTER, or any part thereof, to be used for any purposes other than those set forth herein. DISTRICT shall not permit on the PRONGHORN CENTER any sale or storage that may be prohibited under standard forms of property or liability insurance policies, nor use the premises for any such purpose.

In addition, no use shall be made or permitted to be made that shall result in: (1) waste on the premises; (2) a public or private nuisance; (3) improper, unlawful, or objectionable use; (4) invalidating or increasing the insurance coverage on the premises; (5) overload, obstruct or damage utility services; (6) overload floors; (7) installing, moving, removing any furniture, fixtures or equipment without prior written permission of COUNTY.

DISTRICT shall comply with all governmental regulations and statutes affecting the PRONGHORN CENTER either now or in the future.

Soccer Field:

DISTRICT agrees to abide by and comply with all terms and conditions of the grant awarded by the Campbell County Community Public Recreation District to include use of the SOCCER field by COUNTY, the Campbell County School District and other local soccer clubs and youth soccer programming subject to the criteria set forth below.

DISTRICT soccer activities through Gillette College shall have priority over all other use and Gillette College may use the Field House locker rooms located at the Campbell County Recreation Center if available. When not in use by Gillette College, the SOCCER field shall be made available for soccer activities of Campbell County Parks and Recreation, Campbell County School District, local soccer clubs and other local youth organization such as lacrosse, rugby and football, with priority for such use in the order as listed.

Use of the SOCCER field by COUNTY shall be accomplished by establishing a general schedule for its use at an annual meeting to be held on June 15 between Gillette College and Campbell County Parks and Recreation. Campbell County Parks and Recreation shall be responsible for supervision for all activities conducted under its use of the SOCCER field and shall be responsible for any damage directly resulting from its negligent use of the SOCCER field. Campbell County Parks and Recreation shall have use of the scoreboard and may have use of the SOCCER field sound system. The Director of Intercollegiate Activities for Gillette College and the Campbell County Parks and Recreation Superintendent shall be the point of contact for day to day
arrangements regarding use.

In addition to the schedule determined on June 15 of each year, other times may be made available to Campbell County Parks and Recreation and other users as set forth in this lease agreement when the SOCCER field is not in use by Gillette College. Gillette College agrees to allow as much use of the SOCCER field as is reasonably possible.

SECTION FIVE
ABANDONING PREMISES OR PERSONAL PROPERTY

DISTRICT shall not vacate or abandon the FACILITIES at any time during the term, but if DISTRICT does vacate or abandon the FACILITIES or is dispossessed by process of law, any personal property belonging to DISTRICT and left on the premises shall be deemed abandoned at the option of COUNTY and shall become the property of COUNTY.

SECTION SIX
UTILITIES

DISTRICT shall be responsible for all utilities and payment of the same.

SECTION SEVEN
ALTERATIONS AND MODIFICATION; MAINTENANCE AND REPAIRS

DISTRICT shall have inspected the FACILITIES at the time of commencement of the lease term and shall acknowledge that the premises are in a tenantable and in good condition at the time of occupancy. DISTRICT shall take good care of the premises and shall not alter or change the premises without the written consent of COUNTY. All alterations, improvements, and changes that DISTRICT may desire shall be by agreement of DISTRICT and COUNTY which shall include mutual agreement regarding payment of said improvements. All such alterations, improvements and changes shall become fixtures of the property and remain on the premises, except as provided in Section Nineteen. All damage or injury done to the premises by DISTRICT shall be paid for by DISTRICT. DISTRICT shall, at the termination of this Lease, surrender the premises in as good condition and repair as reasonable and proper use thereof will permit.

Regarding the PRONGHORN CENTER, maintenance and repair projects not requiring immediate attention will be identified during an annual mutual inspection conducted in the fall. Projects will be categorized as Routine or Structural, prioritized, and then submitted in the next fiscal year capital construction budget request. DISTRICT shall permit COUNTY to enter the premises at any time to inspect the premises.

Routine Maintenance and Repairs are defined as maintenance/repair tasks that are general in nature and normally handled by in-house maintenance and technical staff; or, are not identified as being Structural Maintenance and Repairs. DISTRICT shall be responsible for funding and
performing all routine maintenance and repairs of the Pronghorn Center and improvements on the property. DISTRICT shall administer all routine maintenance and repair projects.

**Structural Maintenance and Repairs** are defined as maintenance/repair tasks that are identified in the long-term maintenance analysis and are generally performed by contractors and not in-house maintenance and technical staff. All Structural Maintenance and Repair projects shall be considered for funding from the long-term maintenance account if funds are available, unless repair or maintenance is caused in whole or in part by the act, negligence, fault or omission of DISTRICT. If funds are not available, the cost of maintenance and repair shall be split proportionately to the ownership percentage identified in Section Two of this agreement, unless repair or maintenance is caused in whole or in part by the act, negligence, fault or omission of DISTRICT. COUNTY shall administer all exterior Structural Maintenance and Repair projects (parking lot, access road, roof, drainage, etc.) and DISTRICT shall administer all interior Structural Maintenance and Repair projects (HVAC, electrical, plumbing, etc.)

Regarding the SOCCER field, DISTRICT through Gillette College shall be responsible for all maintenance costs, including, but not limited to, any costs associated with maintenance, alterations, modifications or repairs and all costs associated with its operation such as supplies for its maintenance and operation and utilities as set out in Section Six.

A Long-term Maintenance Account will be mutually established by the COUNTY and DISTRICT through a financial analysis of major building and property components, useful life determination and identification of eligible elements to be funded. The Long-term Maintenance Account fund shall be administered and invested by the COUNTY, with an annual accounting provided to the DISTRICT. The long-term maintenance analysis is attached as “Exhibit A.”

Any requirements or the Americans with Disabilities Act or other Federal, State or local law, rule or regulation shall be the responsibility of DISTRICT, which covenants that any such requirements shall be promptly complied with.

**SECTION EIGHT**

**LIABILITY OF COUNTY**

Except for when the SOCCER field is under the use and supervision of COUNTY, DISTRICT waives all claims against COUNTY for damages to goods or for injuries to persons on or about the FACILITIES. DISTRICT will indemnify COUNTY on account of any damage or injury to any person or to the goods of any person, arising from the use of the FACILITIES by DISTRICT, or arising from the failure of DISTRICT to keep the premises in good condition as provided herein. COUNTY shall not be liable to DISTRICT for any damage by or from any act of negligence of any other occupant of the same, building, or by an owner or occupant of adjoining or contiguous property. DISTRICT agrees to pay for all damage to the building, as well as all damage or injury suffered by tenants or occupants thereof caused by misuse or neglect of the premises by DISTRICT.

Nothing herein shall be construed as modifying any coverage of any policies of insurance owned by any of the parties.

COUNTY shall be named as an additional named insured on all DISTRICT’S property liability policies.

**SECTION NINE**
DESTRUCTION OF PREMISES

In the event of a partial destruction of the FACILITIES during the term from any cause, DISTRICT and COUNTY shall forthwith repair the same, provided the repairs can be made within ninety (90) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this Lease.

In the event that COUNTY does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this Lease may be terminated at the option of either party.

Should the FACILITIES be destroyed to the extent of not less than thirty percent (30%) of the replacement cost thereof, COUNTY may elect to terminate this Lease, whether the demised premises are damaged or not. A total destruction of the FACILITIES shall terminate this Lease.

SECTION TEN
CONDEMNATION

A condemnation of the entire building or a condemnation of the portion of the premises occupied by DISTRICT shall result in a termination of this Lease Agreement. DISTRICT and COUNTY shall receive the total of any damages awarded as a result of condemnation proceedings in relation to their interests in the premises as set forth in this agreement.

SECTION ELEVEN
ASSIGNMENT AND SUBLEASE

DISTRICT shall not assign any rights or duties under this Lease nor sublet the premises or any part thereof, nor allow any other person to occupy or use the premises without the prior written consent of COUNTY. A consent to one assignment, sublease, occupation, or use by any other person shall not be a consent to any subsequent assignment, sublease, occupation, or use by another person. Any assignment or subletting without consent shall be void. This Lease shall not be assignable, as to the interest of DISTRICT, by operation of law, without the written consent of COUNTY.

SECTION TWELVE
INDEMNITY

DISTRICT shall hold harmless, indemnify and defend COUNTY against all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either: (1) a failure by DISTRICT to perform any of the terms or conditions of this Lease; (2) any injury or damage happening on or about the demised premises arising from use by DISTRICT; (3) failure to comply with any law or any governmental authority; or (4) any mechanic’s lien or alterations of buildings or improvements thereon.

SECTION THIRTEEN
BREACH OR DEFAULT
DISTRICT shall have breached this Lease and shall be considered in default hereunder if DISTRICT fails to perform or comply with any of the covenants or conditions of this Lease and such failure continues for a period of ten (10) days after receipt of notice thereof from COUNTY.

SECTION FOURTEEN
EFFECT OF BREACH

In the event of a breach of this Lease as set forth in Section Thirteen:

1. COUNTY shall have the right to cancel and terminate this Lease, as well as all of the right, title, and interest of DISTRICT hereunder, by giving to DISTRICT not less than three (3) days notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of DISTRICT hereunder shall terminate in the same manner and with the same force and effect, except as to DISTRICT’S liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

2. COUNTY may elect, but shall not be obligated, to make any payment required of DISTRICT herein or comply with any agreement, term, or condition required hereby to be performed by DISTRICT, and COUNTY shall have the right to enter the demised premises for the purpose of correction or remedying any such default and to remain until the default has been corrected or remedied, by any expenditure for default of COUNTY’S right to take any action as may be otherwise permissible hereunder in the case of any default.

3. COUNTY may re-enter the premises immediately and remove the property and personnel of DISTRICT and store the property in a public warehouse or at a place selected by COUNTY, at the expense of DISTRICT. After re-entry, COUNTY may terminate the Lease on giving 3 days written notice of termination to DISTRICT. Without the notice, re-entry will not terminate the Lease. On termination, COUNTY may recover from DISTRICT all damages proximately resulting from the breach, including the cost of recovering the premises and the worth of the balance of this Lease term, which sum shall be immediately due COUNTY from DISTRICT.

SECTION FIFTEEN
UNLAWFUL DETAINER AND ATTORNEY’S FEES

In case services of an attorney are required for an unlawful detainer of the premises, for the recovery of any rent due under the provisions of this Lease, or for DISTRICT’S breach of any other condition contained herein, DISTRICT shall pay to COUNTY a reasonable attorney’s fee.

SECTION SIXTEEN
REMEDIES OF LESSOR CUMULATIVE

The remedies herein given to COUNTY shall be cumulative, and the exercise of any one remedy by COUNTY shall not be to the exclusion of any other remedy.

SECTION SEVENTEEN
INSURANCE
COUNTY and DISTRICT shall procure and maintain all insurance each deems necessary for the protection against loss or damage to any of its property situated on the premises or to protect its interest in the premises.

In addition to the above, as a condition of this Lease Agreement, DISTRICT agrees to procure and maintain, at its own expense, for the duration of the term of the Lease Agreement, the following insurance. Any premiums, deductibles or self-insured retentions are to be paid by DISTRICT:

1. Property insurance with limits no less than $18,897,244 to protect the PRONGHORN CENTER and no less than $2 million to protect against loss of the SOCCER field against loss or damage in addition to any insurance coverage DISTRICT may obtain pursuant to the above. COUNTY shall be identified as Lessor Loss Payee and Additional Insured on this policy of insurance.
2. Comprehensive policy of general liability insurance (including property damage) identifying COUNTY as an Additional Insured against any loss. Policy limits shall not be less than One Million Dollars ($1,000,000.00) for a single occurrence with a Two Million Dollars ($2,000,000.00) annual aggregate.
3. DISTRICT shall provide a copy of the certificate of insurance verifying that the foregoing insurance requirements have been met.

SECTION EIGHTEEN
RULES OF THE BUILDING

DISTRICT shall make such reasonable rules and regulations as, in the judgment of DISTRICT cleanliness of the building and the preservation of good order therein require.

SECTION NINETEEN
TERMINATION OF LEASE
IN THE EVENT OF THE FORMATION OF
A NEW COLLEGE DISTRICT

In the event the State of Wyoming forms a new college district (either standing alone or in conjunction with another area other than Sheridan County), this Lease may be terminated by giving one-year notice to DISTRICT. The premises including PRONGHORN CENTER, SOCCER field and all local assets shall become the sole property of COUNTY to be transferred to or for the use by the new college district.

In the event COUNTY forms or becomes part of a new college district (either standing alone or in conjunction with another area other than Sheridan County), this Lease may be terminated at the option of COUNTY by giving one-year notice to DISTRICT. The premises including PRONGHORN CENTER, SOCCER field and all local assets shall become the sole property of COUNTY to be transferred to or for the use by the new college district, and the DISTRICT shall be entitled to a pro rata reimbursement of its share of the original cost of the PRONGHORN CENTER, declining at the rate of ten percent (10%) for a period not to exceed ten (10) years from the date this AGREEMENT is approved.

Upon termination of this lease at the end of its term or early termination for any reason other
than set forth in the above paragraphs or breach of this agreement, COUNTY and DISTRICT shall be entitled to reimbursement of its share of the fair market value in the PRONGHORN CENTER at the time of termination of the lease hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below evidencing their assent to the terms contained herein.

CAMPBELL COUNTY BOARD OF COMMISSIONERS

Rusty Bell, Chairman

ATTEST:

Susan F. Saunders, County Clerk

NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT

President

Date

STATE OF WYOMING )

COUNTY OF SHERIDAN )

The foregoing agreement was acknowledged before me by ________________, as President of the Northern Wyoming Community College District, on this ___ day of __________, 2019.

Witness my hand and official seal.

Notary Public

My commission expires:
### EXHIBIT A

**Interest Rate**: 2.50%  
**Construction Escalation**: 2.00%

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**Gillette College Soccer Complex Maintenance Fund**

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