

## AGENDA

### CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

OCTOBER 20, 2020

#### 09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

#### CONSENT AGENDA

- A. [Consent Agenda](#)
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#### PUBLIC COMMENT

- B. 9:05 For the Good of the County\*

#### REGULAR BUSINESS

- |    |  |                   |
|----|--|-------------------|
| C. | <a href="#">9:15 Most Valuable Personnel (MVP) Award</a>   | Allie Buechler    |
| D. | 9:20 Veterans Day Firework Display   | Randy Sinclair    |
| E. | <a href="#">9:25 Campbell County Site Reclamation Protocol</a>                                     | Kevin Geis        |
| F. | <a href="#">9:30 Courthouse Conference Rooms Project Bid Award</a>                                 | Clark Melinkovich |
| G. | <a href="#">9:35 Centennial Section, Water Well</a>  | Clark Melinkovich |
| H. | <a href="#">9:40 Gillette College Rodeo Lease Agreement, North Landfill Property</a><br>Oberlander | Janell            |
| I. | <a href="#">9:45 Horse Racing &amp; Pari-Mutuel Wagering Resolution</a>                            | Jill Jarrard      |
| J. | <a href="#">9:55 SLIB Reimbursement Agreement, CARES Act</a>                                       | Carol Seeger      |

#### ADJOURN

\*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.

Consent Agenda

**MINUTES**

Board of Commissioners Directors Workshop, October 5, 2020  
Board of Commissioners Regular Meeting, October 6, 2020

**MONTHLY REPORTS**

Clerk of District Court - September 2020  
Sheriff's Office - September 2020  
Sheriff's Office, Detention - September 2020  
941 Tax Report - 3rd Qtr 2020

**PAYROLL PAYMENTS**

September 30, 2020  
October 3, 2020

**CANCELLATION/REBATE OF TAXES**

#4158-4159

**CAPITAL REQUESTS**

Road & Bridge/HR Risk – To pay shipping charges for the Zoll Defibrillator, approved on September 1, 2020, in the amount of \$77.93 from account 020.7531.

**EMERGENCY SICK LEAVE BANK REQUESTS**

Request transfer of 55 hours from ESLB to Employee #575816

**POSITION VACANCY JUSTIFICATIONS**

Fire Department - Firefighter

**HAND WARRANTS**

WAG – Division of Criminal Investigation	39.00
	AMOUNT
Campco Federal Credit Union	950.00
Campbell County Clerk Tax Account	20,806.84
Campbell County Treasurer – HSA/FLX	2,437.49
Great West Trust Company	4,545.00
WAG – Division of Criminal Investigation	78.00
Campco Federal Credit Union	276.01
Campbell County Clerk Tax Account	301,012.88
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	43,565.22
Great West Trust Company	36,320.00
Wyoming Child Support	1,688.38

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

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Office of County Commissioners  
October 6, 2020  
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, October 6, 2020. Chairman Reardon called the meeting to order at 9:00 AM. Pastor Caleb Nelson led in prayer and Chairman Reardon led the Pledge of Allegiance.

Present were DG Reardon, Rusty Bell, Bob Maul, Del Shelstad, Collen Faber, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director and Jenny Staeben, Deputy County Attorney.

The Commissioners presented Cliff Hill with a County Challenge Coin for his service and commitment to Campbell County.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Directors Workshop, September 14, 2020  
Board of Commissioners Regular Meeting, September 15, 2020  
Board of Commissioners Museum Board Meeting, September 15, 2020  
Board of Commissioners Lodging Tax Board Meeting, September 17, 2020  
Board of Commissioners Public Health Board Meeting, September 17, 2020  
Board of Commissioners Special Meeting, September 28, 2020  
Board of Commissioners Executive Session, September 28, 2020

MONTHLY REPORTS:

County Clerk – August 2020  
Sheriff's Office, Detention – August 2020  
Campbell County Clerk – Census 2020 Report  
Campbell County Treasurer – Census 2020 Report

PAYROLL PAYMENTS:

September 5, 2020  
September 19, 2020

CATERING PERMITS:

Pokey's BBQ & Smokehouse for Miller & Bishop Wedding Reception at the Arthum Equine Barn on October 10, 2020.

MOBILE COMPUTING DEVICE REQUEST:

Adult Treatment Court – Michelle Johansen, Administrative Assistant

POSITION VACANCY JUSTIFICATIONS:

Sheriff's Office – Administrative Assistant  
Sheriff's Office – Deputy Sheriff or Detention Officer

PUBLIC COMMENT LETTER:

Submission of a public comment letter to the U.S. Fish & Wildlife Service regarding the rule changes being proposed to the regulations for designating critical habitat to assist in the implementation of the Endangered Species Act.

HAND WARRANTS:

Campco Federal Credit Union \$276.01

Campbell County Clerk Tax Account	301,129.39
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	43,944.19
Great West Trust Company	36,380.12
Wyoming Child Support	1,688.38
Wyoming Department of Revenue & Taxation	1,648.08
WAG – Division of Criminal Investigations	39.00
Campbell County Clerk Tax Account	301,604.13
Campco Federal Credit Union	276.01
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	43,853.88
Great West Trust Company	35,430.00
Wyoming Child Support	1,688.30
HM Life Insurance Company	176,954.49
Gallagher Benefit Services (Reliance)	20,226.11
VSP of Wyoming	8,292.00
CCEHBTA – Health	769,583.51
CCEHBTA – Dental	42,829.50
Delta Dental Plan of Wyoming	1,930.50
WAG – Division of Criminal Investigations	117.80

Commissioner Shelstad moved to approve the consent agenda as presented. The motion died for a lack of a second.

Commissioner Bell moved to remove the Position Vacancy Justifications for the Sheriff's Office – Administrative Assistant and Sheriff's Office – Deputy Sheriff or Detention Officer from the consent agenda. Commissioner Maul seconded the motion. All Voted-Aye.

Commissioner Shelstad moved to approve the consent agenda as amended. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the vouchers as presented. Commissioners Shelstad seconded the motion. All Voted-Aye. Carried.

Above Par Tech	P & R-Bell Nob Golf Course	\$795.00
Absolute Auto	P & R-Parks	23.70
Acord, Shawn	Fair-General Admin	420.00
Action Lock and Key	Various Departments	381.62
Air Tech Heating	Various Departments	1,013.60
Airport Life Services	Northeast Wyoming Regional	3,300.00
Albertsons Dist Ct	State & Fed Mandated Costs	48.67
Albertsons Emer Mgmt	Emergency Management	431.08
Albertsons Fair	Fair-General Admin	135.44
Albin, Elizabeth A	Library-General Administration	313.95
Alsco	Various Departments	1,449.26
Alternative Propane	P & R-Ice Skating	74.64
Altimus Distributing	Maintenance/Custodial	1,582.86

Amazon Courthouse	Various Departments	3,098.75
Amazon Library	Various Departments	1,436.90
Ambiente H Two O	P & R-Bell Nob Golf Course	676.36
American Antiquitie	Rockpile Museum - Gen Admin	54.00
American Family Life	Campbell County General Fund	103.02
American Library Order	Various Departments	172.08
American Millennium	Commissioner's-Gen Cnty Costs	52.43
American Welding	P & R-Parks	205.95
Andersons Pest Pros	Maintenance/Custodial	100.00
Animal Medical Ctr	County Sheriff	1,038.40
Applied Concepts	Various Departments	576.00
Appraisal Institute	County Assessor	60.00
Arbuckle Lodge	Fair-General Admin	1,360.00
Architectural Spec	Various Departments	44,386.99
Arete Design Group	Various Departments	51,417.46
Arrow Printing Graphics	Library-General Administration	761.70
Assn Bookmobile	Library-General Administration	158.00
Associated Glass	Various Departments	5,826.32
ATT Airport	Northeast Wyoming Regional	269.62
ATT Assessor	County Assessor	102.06
ATT Children's Devel	Children's Dev Svc-Spec Ed	101.78
ATT Emergency Mgmt	Emergency Management	165.07
ATT Park Recreation	Various Departments	108.66
AutoZone	Fleet Department	316.15
AV Tech	Capital Outlay-Sheriff	3,000.00
Axis Forensic Toxicology	County Coroner	1,429.00
Axon Enterprise	Capital Outlay-Sheriff	147,436.65
B Concessions	Fair-General Admin	380.00
Background Investigations	P & R-Recreational Division	99.80
Baker Taylor Continuation	Various Departments	75.64
Bargreen Ellingson	Various Departments	38.23
Barney Graham	Commissioner's-Gen Cnty Costs	450.00
Basin Radio Network	Various Departments	1,049.75
Bears Naturally	County Sheriff	18.60
Bell, Russell	Fair-General Admin	125.00
Bennett Weber Hermstad	Various Departments	29,450.00
Besel, Shelly R.	Northeast Wyoming Regional	123.05
Big D Oil Company	P & R-Wright Center	27.98
Big D Sanitation	Maintenance/Custodial	920.00
Big Horn Tire	Various Departments	3,135.33
Big O Tires	County Sheriff	74.97
Bighorn Hydraulics	Various Departments	693.54
Bighorn Mtn Radio	Various Departments	45.00
Bio Medical Devices	Commissioner's-Grants	17,379.65
Black Cat Construct	Publ Work Capital Construction	5,600.00
Black Hills Enrg Gas	Various Departments	17,878.22

Black Hills Pioneer	Various Departments	716.50
Bloedorn Lumber	Various Departments	490.01
Blue Sky Ice	Fair-General Admin	525.00
Bob Barker Company	Various Departments	4,771.93
Bobcat of Gillette	Various Departments	10,120.07
Bomgaars	Various Departments	1,760.27
Boot Barn	Human Resources	1,104.95
Border States Elec	Various Departments	2,002.93
Bowman, Jennifer L.	County Health Nurse	14.38
Boys Girls Club CC	1% Optional Sales Tax Fund	4,169.36
Breannas Bakery	Human Resources	30.00
Brink, Murel F.	County Sheriff	51.00
Buffalo Bulletin	Various Departments	372.00
Buffalo Porta Potty	Road & Bridge	125.00
Bulkley, Alexis J	Children's Dev Svc-Spec Ed	100.00
Burns McDonnell Eng	Various Departments	126,225.55
C B Operations	Road & Bridge	276.30
Carrot Top Industries	Maintenance/Custodial	706.34
Cash WA Distributing	Sheriff-Jail Facility	1,032.18
Caveman Sports	Human Resources	1,236.90
CBH Co Op	Various Departments	2,385.13
CC Chamber of Commerce	Various Departments	110.00
CC Conservation Dist	1% Optional Sales Tax Fund	67,500.00
CC Dist Ct Rev Wit	State & Fed Mandated Costs	4,826.02
CC Fire Dept	1% Municipal Sales Tax Fund	855,582.39
CC Health Misc	Various Departments	55,397.00
CC Health Patient Acct	County Attorney	20,603.12
CC Public Land Brd	Various Departments	500,942.09
CC School Dist Coop	Various Departments	948.99
CDW Government	Various Departments	11,537.95
CelleBrite USA	County Sheriff	3,700.00
Center Point Large	Library-General Administration	227.10
Central CC I&S Dst	1% Optional Sales Tax Fund	3,936.25
CenturyLink Long Dis	Information Technology Service	660.26
CenturyLink Phone	Various Departments	16,441.09
Charter Comm Cable	Various Departments	1,412.59
Chatfield, Todd	Northeast Wyoming Regional	130.97
Chitwood, Cheryl E.	State & Fed Mandated Costs	6.98
Choice Advertising	Fair-General Admin	198.00
City Gillette Bldg	Maintenance/Custodial	50.00
City Gillette Misc	Various Departments	3,875.00
City Gillette Util	Various Departments	132,263.22
CivicPlus	Information Technology Service	13,800.31
Clear Creek Counsel	City of Gillette A Drug Court	170.00
CMI TECO	Road & Bridge	2,450.87
Cole Sports	Various Departments	5,000.00

Collection Prof	Children's Dev Svc-Gen Admin	96.03
Collins Comm	Various Departments	1,938.19
Collins, Sue	Rockpile Museum - Gen Admin	143.00
Colorado Golf Turf	P & R-Bell Nob Golf Course	68.40
Communication Tech	County Sheriff	807.00
Contractors Supply	Various Departments	2,989.85
Council Community Svc	Various Departments	14,807.17
Counseling Connect	Various Departments	3,124.75
Cowboy State Rebuild	P & R-Parks	199.00
Crescent Electric	Maintenance/Custodial	718.83
Croell	Road & Bridge	1,177.50
Crum Electric Supply	Various Departments	7,769.19
CSS	Sheriff-24/7	3,156.97
Cummins Sales Svc	Road & Bridge	7,443.96
CuraLinc Healthcare	Human Resources	2,216.04
Curriculum Assoc	Children's Dev Svc-Spec Ed	402.08
Curtis, Carol L.	Children's Dev Svc-Gen Admin	41.86
Dads Truck and Auto	County Sheriff	354.50
Daktronics	1% Optional Sales Tax Fund	15,933.00
Damian, Nicole L.	County Health Nurse	42.55
Day Law	State & Fed Mandated Costs	250.00
Demco	Library-General Administration	713.02
Dermatec Direct	Various Departments	2,869.50
Desert Mountain	Various Departments	113,749.44
Design Construction	Publ Work Capital Construction	32,168.60
DMC Wear Parts	Road & Bridge	1,688.79
Dockery, Robin A.	County Sheriff	51.00
Douglas Budget	Various Departments	520.00
DRM	Publ Work Capital Construction	239,337.79
Dru Consulting	Commissioner's-Gen Cnty Costs	4,378.63
Duluth Trading Co	Various Departments	338.97
Dustbusters	Publ Work Capital Construction	11,126.74
Eaton Cooper Crouse	Various Departments	21,100.00
Ecolab Pest Elimination	CCPL-Wright Branch	121.14
Edible Prairie	1% Optional Sales Tax Fund	214.18
Election Systems	County Elections	546.00
Elm USA	Various Departments	324.45
Emerald Recycling	Landfill	353.40
Employment Testing	Human Resources	68.00
Energy Wash Systems	Various Departments	20.00
Entenmann Rovin Co	County Sheriff	20.00
Equitable Life	Campbell County General Fund	37.25
Espresso Lube	County Sheriff	722.00
EZ Auto Wash	Children's Dev Svc-Spec Ed	14.29
Family Health	Sheriff-Jail Facility	7,281.00
Farmer Bros Co	Commissioner's-Gen Cnty Costs	368.52

Fast Break Screen	Fair-General Admin	379.68
Fastenal Company	Various Departments	1,218.31
Federal Express	Various Departments	206.03
FIB Mstrcrd Airport	Northeast Wyoming Regional	951.90
FIB Mstrcrd Library	Various Departments	306.50
FIB Mstrcrd Park Rec	Various Departments	1,682.87
Firemaster	Maintenance/Custodial	1,167.00
First Natl Bank Visa	Various Departments	17,097.57
Flash Forward	Emergency Management	500.00
Fleetpride	Landfill	272.82
Flowtech PCS	P & R-Bell Nob Golf Course	882.42
Floyds Truck Center	Road & Bridge	4,001.72
Forensic Medicine	County Coroner	6,000.00
Fry, Kimberly D.	Various Departments	279.82
Fuller Schaedler Law	State & Fed Mandated Costs	881.65
Fun on The Go	P & R-Recreational Division	375.00
Furman, Craig M.	County Sheriff	300.00
Gale Cengage Learn	CCPL-Main Branch	172.04
Gallagher Benefit	Human Resources	11,000.00
Galls	Various Departments	68.00
Gillette Abuse Refug	Various Departments	9,485.91
Gillette College	Various Departments	835.00
Gillette Printing	Various Departments	228.15
Gillette Reprod Hlth	CSBG	4,575.00
Gillette Sagehoppers	1% Optional Sales Tax Fund	1,500.00
Gillette Steel	Various Departments	220.70
Gillette Winsupply	Various Departments	12,340.69
Git R Done Site Svc	P & R-Bell Nob Golf Course	1,470.00
Glaser, Jane C.	County Health Nurse	14.38
Golden West Tech	Capital Outlay-ITS	34,020.00
Golf Course Super Am	P & R-Bell Nob Golf Course	205.00
GoodHire	Human Resources	133.24
Grainger	Various Departments	866.10
Greasewood Water	Road & Bridge	3,523.20
Grey House Publish	Various Departments	330.00
Grimms Pump Industrial	Various Departments	10,246.36
Grossenburg Implemnt	Road & Bridge	174.49
Hakert, Richard J.	Road & Bridge	1,152.00
Hansen, Connie K.	Women, Infant and Child (WIC)	497.38
Harris Public Health	County Health Nurse	295.00
Hawkins	Various Departments	5,092.55
HDR Engineering	Various Departments	11,974.80
Heartland Kubota	Various Departments	267.04
Heartland Paper	Sheriff-Jail Facility	3,453.55
Henning, Robert A.	Rockpile Museum - Gen Admin	15.58
High Plains Press	Rockpile Museum - Gen Admin	103.76

Historical Folk Toys	1% Optional Sales Tax Fund	572.50
Hobby Lobby	CCPL-Main Branch	47.31
Holiday Inn Ex Gill	CCPL-Main Branch	288.00
Homax Oil Sales	Various Departments	33,228.19
Home Depot Children's	Children's Dev Svc-Spec Ed	96.87
Home Depot Landfill	Landfill	224.58
Home Depot Maint	Maintenance/Custodial	40.62
Home Depot Museum	Rockpile Museum - Gen Admin	21.94
Home Depot Parks Rec	Various Departments	550.67
Home Depot Sheriff	Sheriff-Jail Facility	111.84
Home Fire Foods	Various Departments	839.00
HR Specialist	Various Departments	296.00
Hub International	Various Departments	1,280.99
Humphrey Law	State & Fed Mandated Costs	713.69
IBM	Information Technology Service	35,600.90
Inland Truck Parts	Various Departments	6,342.48
Insight Public Sect	CCPL-Main Branch	944.30
Interstate Batt RC	Various Departments	1,398.15
IT Outlet	Capital Outlay-ITS	138,639.38
Ivory, Jennifer	County Sheriff	50.00
James Tire Service	P & R-Parks	51.80
Jimenez, Rebecca R.	County Health Nurse	20.13
Jim's Heating AC Ref	Landfill	4,200.00
Jirawitayakhom, Wanathaya	Sheriff-Jail Facility	300.00
JLC Sign Graphic	Various Departments	552.60
Kanopy	CCPL-Main Branch	149.00
Kapco	Library-General Administration	1,836.60
Karen's Delivery Co	Road & Bridge	28.00
Kay Casto Chaney	County Attorney	425.00
Keyhole Broadcasting	Various Departments	540.00
Kimball Midwest	Road & Bridge	556.03
Kistler Tent Awning	Fair-General Admin	13,890.00
Kronos	Payments In Lieu of Taxes Fund	900.00
KSLT KLMP KTPT	Various Departments	400.00
La Quinta Inn	Rockpile Museum - Gen Admin	85.00
Law Office Curt Todd	County Attorney	315.00
Lawriter	County Law Library	500.00
Lesley, Douglas	State & Fed Mandated Costs	675.00
Library Foundation	Library-General Administration	76.48
Lightning Lube	Various Departments	196.00
Little America Cheyenne	County Attorney	96.00
Little Sprouts	Children's Dev Svc-Spec Ed	125.00
Lowe Roofing	Various Departments	977.75
Lubnau Law Office	State & Fed Mandated Costs	530.25
Lynde, Kathryn	Fair-General Admin	1,110.00
Lynn's Auto Repair	County Sheriff	3,500.88

Mad Transportation	County Sheriff	270.00
Maguire Iron	Publ Work Capital Construction	107,750.00
Manning Wrecker Svc	Publ Work Capital Construction	720.00
Mathews, Damon T.	Northeast Wyoming Regional	42.25
McKesson Med Surgic	Sheriff-Jail Facility	1,850.92
McKinnon Flooring	Maintenance/Custodial	2,241.73
McMahon, Pamela K.	County Attorney	346.25
McRae, Ashley D.	Prevention Management Org	51.75
Meadow Gold Dairy	Children's Dev Svc-Preschool	710.98
Means First Ext W&S	Road & Bridge	110.00
Medical Arts Lab	Sheriff-Jail Facility	3,702.00
Menards Airport	Northeast Wyoming Regional	296.61
Menards Maintenance	Maintenance/Custodial	599.35
Menards Museum	Rockpile Museum - Gen Admin	22.67
Menards Park Rec	Various Departments	855.19
Menards Road Bridge	Road & Bridge	79.61
Merck Sharp Dohme	County Health Nurse	13,230.82
MFAC	P & R-Recreational Division	94.90
Michaels Construct	Publ Work Capital Construction	33,639.22
MidAmerica Books	CCPL-Main Branch	814.20
Midland Implement Co	Various Departments	2,702.07
Midwest Tapes	Various Departments	883.74
Miller Welding	Road & Bridge	12,600.00
Morgan, Tobey J.	County Sheriff	200.00
Motorola Solutions Equip	Capital Outlay-Sheriff	35,756.21
Motorola Solutions Maint	Various Departments	68,959.37
Nannemann Bros Auto	Maintenance/Custodial	2,407.20
Naramore, James J MD	Sheriff-Jail Facility	1,000.00
Naylor, Aspen T.	Sheriff-Jail Facility	300.00
Nelson Auto Glass	Road & Bridge	125.00
Newman Traffic Signs	Public Works	269.34
News Record	Various Departments	13,531.83
Norchem Drug Test	Various Departments	2,525.80
Norco	Various Departments	6,786.23
North Park Transport	Rockpile Museum - Gen Admin	272.83
North Star Lighting	Capital Outlay-Sheriff	2,000.00
Novus Auto Glass	County Sheriff	559.00
OAG Flightview	Various Departments	476.92
Office Depot	Various Departments	9,061.64
Office Shop	Emergency Management	150.70
Oilfield Machine	P & R-Ice Skating	980.00
Omni Digital Prod	Rockpile Museum - Gen Admin	300.00
Optum Bank	Human Resources	1,715.00
OReilly Auto Parts	County Sheriff	167.26
Oriental Trading Co	Library-General Administration	419.20
Oriva Hills I&S	1% Optional Sales Tax Fund	6,031.00

Overdrive	Various Departments	5,906.34
Overhead Door Co	Maintenance/Custodial	49.00
Paintbrush Services	Various Departments	2,293.93
Papa Johns Pizza	Various Departments	77.71
Paraclete Videos	Various Departments	79.45
Pathfinder Inspections	Publ Work Capital Construction	375.00
PB Global Attorney	County Attorney	173.04
PB Global Dist Ct	District Court	540.87
PB Global Sheriff	County Sheriff	173.04
PCA Engineering	Publ Work Capital Construction	487.50
Peak Engineering	1% Optional Sales Tax Fund	750.00
Pearson Oil Co.	Commissioner's-Gen Cnty Costs	21,967.74
Peregrine Global	Human Resources	2,860.00
Personal Frontiers	Various Departments	19,229.12
Pete Lien Sons	Road & Bridge	0.00
Peterbilt of Wyoming	Road & Bridge	250.77
PFM Asset Management	Commissioner's-Gen Cnty Costs	9,615.64
PharmChem	Sheriff-24/7	1,256.20
Pineview I&S District	1% Optional Sales Tax Fund	17,609.82
Pizza Hut	Fair-General Admin	99.32
Plains Tire Battery	County Sheriff	11,185.36
Plainsman Printing	County Clerk	13,329.24
PMCH	Payments In Lieu of Taxes Fund	4,715.00
Pokeys BBQ Smoke	Commissioner's Executive	157.50
Poole, Amy J.	County Health Nurse	112.13
Powder River Energy Util	Various Departments	21,853.20
Powder River Exam	Various Departments	120.00
Powder River Heating	Maintenance/Custodial	7,254.50
Powder River Worksafe	Human Resources	275.00
Power Equipment Co	Road & Bridge	2,269.33
ProElectric	Road & Bridge	941.20
Professional Land Surv	Public Works	125.00
Purvis Industries	Various Departments	720.66
Push Pedal Pull	P & R-Recreational Division	420.39
QT Petroleum Demand	Northeast Wyoming Regional	1,425.00
Quadient	Library-General Administration	236.52
Quick Lube One	Various Departments	608.93
Rain Locker Car Wash	Various Departments	157.80
Ram Computer Supply	Children's Dev Svc-Gen Admin	136.89
Razor City Locksmith	Maintenance/Custodial	50.00
Razor City Rental	Various Departments	94.87
Record Supply	Various Departments	5,364.23
Recreation Supply	Various Departments	1,209.71
Reeves, Cara M.	Rockpile Museum - Gen Admin	29.97
Reynolds, Quentin L.	Fair-General Admin	400.00
Rhomar Industries	Road & Bridge	801.07

RMS Instrument	Maintenance/Custodial	886.00
Robinson, Celeste Renee	Various Departments	234.96
Robinson, Cole	Fair-General Admin	400.00
Rocky Mtn Business	Various Departments	2,558.64
Rocky Mtn Discount	County Sheriff	53.91
Rocky Mtn Fire Sys	Maintenance/Custodial	106.81
Rocky Point W&S	1% Optional Sales Tax Fund	1,084.05
Rozet Ranchettes I&S	1% Optional Sales Tax Fund	9,870.50
Sanofi Pasteur	County Health Nurse	10,033.38
Schaeffer Manufacturing	Various Departments	461.64
Second Chance Ministries	1% Optional Sales Tax Fund	3,093.45
Sentinel Offender	Various Departments	202.50
Servall Uniform	Road & Bridge	1,022.86
ServiceWear Apparel	County Sheriff	127.56
Sherwin Williams	Various Departments	7,550.00
Sign Boss	Various Departments	37,991.25
Simpsons Printing	County Treasurer	1,613.00
Sir Speedy	Various Departments	283.61
Sitech Wyoming	Landfill	532.14
Skaggs Companies	Various Departments	1,258.55
Smart Start	Adult Drug Court	440.00
Snow Crest Chemicals	Various Departments	7,836.83
Source Office Tech	Various Departments	3,067.35
Southland Medical	County Coroner	247.99
Stevens, Stephanie S.	Children's Dev-Early Head Start	16.98
Stulken Law	State & Fed Mandated Costs	1,904.40
Summit Food Services	Sheriff-Jail Facility	53,724.73
Sundance Times	Various Departments	325.00
Sundial Heating	Sheriff-Jail Facility	30.80
Surf N Suds	County Health Nurse	28.35
Sysco Food Services	Children's Dev Svc-Preschool	4,572.12
Temperature Tech	Various Departments	415.00
Tennant, Austin M.	County Sheriff	10.00
Test Gauge	Maintenance/Custodial	81.68
That Embroidery Place	Northeast Wyoming Regional	231.94
The Grease Barrel	Various Departments	317.95
The Range	P & R-Gen Adm	148.59
Thermo Fluids	Landfill	150.00
Thomas Y Pickett	County Assessor	13,500.00
Thomson Reuters West	County Attorney	711.01
Thrailkill, Elizabeth D	County Attorney	21.00
Thunder Basin Ford	County Sheriff	25.81
Titan Machinery	Various Departments	9,865.27
Top Office Products	County Assessor	1,051.40
Tower Communication	Road & Bridge	650.00
Tractor Supply P&R	P & R-Bell Nob Golf Course	40.16

Tractor Supply R&B	Road & Bridge	1,286.25
Tru Tech Products	Various Departments	73.54
Two Rivers Terminal	FAA Cares Act	9,998.45
Tyler Tech	Payments In Lieu of Taxes Fund	29,280.66
Uline	Library-General Administration	1,027.38
Unique Management	Library-General Administration	402.75
United Parcel Serv	County Sheriff	61.63
Universal Athletic	Various Departments	1,219.50
Urbin Law Office	State & Fed Mandated Costs	8,547.20
Verizon Adult Drug Ct	Adult Drug Court	99.92
Verizon Attorney	County Attorney	32.51
Verizon Emerg Mgmt	Emergency Management	38.52
Verizon Juv Prob	Various Departments	199.84
Verizon Public Hlth	County Health Nurse	251.73
Verizon Public Works	Various Departments	523.20
Verizon Sheriff	Various Departments	4,949.04
Veto Enterprises	Various Departments	1,052.02
Visionary Broadband	Various Departments	12,887.04
Visitation Advocacy	1% Optional Sales Tax Fund	15,891.74
Vista Leasing Co	Various Departments	3,156.80
Vital Records Control	County Attorney	43.90
Walker Funeral Home	County Health Officer	1,700.00
Wallem, Kelly J.	County Attorney	95.30
Walmart Children Dev	Various Departments	276.19
Walmart Clerk	County Elections	11.40
Walmart Dist Ct	State & Fed Mandated Costs	80.12
Walmart Extension	Various Departments	221.10
Walmart Juvenile Fam	Juvenile Drug Court Grants	71.86
Walmart Landfill	Landfill	32.48
Walmart Library	Various Departments	569.48
Walmart Museum	Rockpile Museum - Gen Admin	49.96
Walmart Park Rec	Various Departments	1,407.58
Walmart Public Hlth	County Health Nurse	49.46
Wasson, Monica M.	County Sheriff	51.00
Waste Connections	Various Departments	2,749.41
Water Guy	Various Departments	11,060.00
Waypoints Wyoming	Commissioner's-Gen Cnty Costs	5,500.00
Wesco Distribution	Various Departments	276.50
Western Stationers	Extension Department	236.63
Western Waste Sol	Various Departments	920.92
Weston Co Gazette	Various Departments	39.00
Westwood Pharmacy	Sheriff-Jail Facility	2,375.73
WEX	Fleet Department	90.09
Whites Energy Motors	Various Departments	41,497.24
Wilbur Ellis Company	P & R-Bell Nob Golf Course	11,204.50
Windshield Paramedic	Various Departments	515.00

Wolters Kluwer	Various Departments	2,443.46
Work Warehouse	Human Resources	4,016.58
Wright Booster Club	P & R-Recreational Division	50.00
Wright Child Care	Children's Dev Svc-Spec Ed	810.00
Wright Community	1% Optional Sales Tax Fund	639.73
Wright Water Sewer	Various Departments	5,059.32
WY Conf Bldg Official	Public Works	300.00
WY Dept Health Prev	Various Departments	685.00
WY Dept Transport	County Sheriff	29.53
WY Economic Develop	Public Works	50.00
WY Envir Quality Air	1% Optional Sales Tax Fund	500.00
WY Retirement Life	Campbell County General Fund	576.00
WY Retirement System	Campbell County General Fund	438,102.22
WY Secretary State	Library-General Administration	30.00
WY State Library	Various Departments	23,000.00
Wyo Clerk Dist Ct	District Court	150.00
Wyo Recreation Park	Various Departments	250.00
Wyoming Machinery	Various Departments	15,412.20
Wyoming Marine	P & R-Parks	79.84
Wyoming Rents	Fair-General Admin	750.00
Wyoming Water Sol	Various Departments	1,411.56
Youth Awards Premium	Fair-General Admin	13,199.00
Youth Emergency Serv	Various Departments	27,693.64
Zip Printing	County Sheriff	559.91
Zoll Medical	1% Optional Sales Tax Fund	1,476.93

Dr Patel, County Health Officer and Jane Glaser, Public Health Director provided an update on COVID 19. Jane said that the COVID 19 testing at Public Health is going well. Mrs. Duncan expressed concerns on not being able to visit her husband at the Lasting Legacy.

Ivy McGowan-Castleberry gave a presentation on the County Flash Vote.

Commissioner Bell moved to approve Resolution Number 2053 Proclaiming October 2020 as Domestic Violence Awareness Month in Campbell County, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the agreement between the Wyoming Department of Health, Public Health Division, Women, Infants and Children (WIC) Program and Campbell County to provide program benefits of the United States Department of Agriculture Food and Nutrition Services Special Supplemental Nutrition Program for Women, Infants and Children (WIC), in an amount not to exceed \$360,712 for the period of July 1, 2020 to December 31, 2021, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the contract between the Wyoming Department of Health, Public Health Division and Campbell County for funding in the form of a Community Service Block Grant (CSBG), in an amount of \$214,138 for the period of October 1, 2020 to

November 15, 2021, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the contract between the Wyoming Department of Health, Public Health Division and Campbell County for funding in the form of a Community Service Block Grant (CSBG) Coronavirus, Aid, Relief, and Economic (CARES) Act, in the amount of \$296,504 for the period of March 27, 2020 to September 30, 2022, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the subaward grant agreement between the Council of Community Services and Campbell County for CSBG CARES Act funding, in the amount of \$296,504 for the period of March 27, 2020 to September 30, 2022, CFDA #93.556, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the student affiliation agreement between Eastern Washington University (EWU) and Children's Developmental Services of Campbell County to provide clinical educational experiences for an occupational therapy student, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Colleen moved to appoint Zachary Poitra, Deb Shaw and Robert Maul to each serve on the McKenney Improvement and Service District until the next election to be held March 2021, as presented. Commissioner Shelstad seconded the motion. Commissioner Maul abstained from the discussion and vote due to a conflict of interest. All Voted-Aye. Carried.

Commissioner Bell moved to approve the District Support Grant Application for the Pinnacle Heights Improvement and Service District in an amount not to exceed \$1,650 from the Optional One Percent Sales Tax fund for the application of 300 tons of crushed asphalt to their district roads, Gravel Road Priority 6, as recommended by the Campbell County Department of Public Works. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to table the lease agreement between Gillette College and Campbell County for non-exclusive use of a tract of land north of the North Landfill site for grazing purposes in the administration of its college rodeo program and subject to the installation and maintenance of fencing, as presented. Commissioner Maul seconded the motion. Commissioner Bell-Nay, Commissioner Maul-Aye, Commissioner Shelstad-Aye, Commissioner Faber-Aye. Chairman Reardon -Nay. Carried.

Commissioner Bell moved to approve the Statement of Recommendations as required by the Wyoming Community College Commission in the application process for the creation of a new community college district, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

The Public Hearing scheduled for 10:15 AM. was heard at 10:50 AM. The purpose of the hearing was to hear a re-zoning request for a proposed re-subdivision of Lot 1&2, RTFO Subdivision.

Commissioner Faber moved to approve the rezoning request for RTFO Properties, LLC, Case Number 20.03 COZ to zone Lots 1A, 1B, 1C to C-3 (Business Service District) and Lot 2A R-R (Rural Residential District), pending the filing of the final plat, as presented and recommended by the Campbell County Planning Commission and Department of Public Works. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commission Bell moved to approve the amended lease agreement between Visionary Communications, Inc. and Campbell County to expand the leased premises and installation of the fiber improvements, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the transfer of the title of the shuttle van to Campbell County Senior Center with the consideration being the County's continued use as needed. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the financial assistance award from the U.S. Department of Commerce, Economic Development Administration for the Carbon Valley Global Marketing and Branding Campaign in the amount of \$240,000 with a cash match of \$160,000 for the period of September 28, 2020 to September 27, 2022, as presented, with \$80,000 coming from the City of Gillette and \$80,000 coming from Campbell County. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the letter of support for the Commitment to Veteran Support and Outreach Act, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to deny the Position Vacancy Justifications for the Sheriff's Office – Administrative Assistant and Sheriff's Office – Deputy Sheriff or Detention Officer. Commissioner Maul seconded the motion. Commissioner Bell-Aye, Commissioner Maul-Aye, Commissioner Shelstad-Nay, Commissioner Faber-Aye, Chairman Reardon -Aye. Carried.

The Commissioners recessed their meeting at 11:40 AM and reconvened at 1:00 PM into a workshop.

A presentation was given by Arete on the Wyoming Innovation Center (WyIC).

There being no further business to come before the Commissioners the meeting was adjourned at 1:45 PM. The next regular meeting of the Commissioners will be held Tuesday, October 20, 2020, at 9:00 AM in the Commissioners Chambers in the Courthouse.

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Susan F. Saunders, County Clerk  
Board of County Commissioners

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DG Reardon, Chairman  
Board of County Commissioners

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

Office of County Commissioners  
October 5, 2020  
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, October 5, 2020 at 1:30 PM.

Present were Rusty Bell, DG Reardon, Colleen Faber, Del Shelstad, Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Ivy McGowan Castleberry, Public Information Coordinator; Brandy Elder, HR Director; Jeff Bender, Fire Chief; Kevin Geis, Road and Bridge Director; Kevin King, Public Works Director and Jenny Staeben, Deputy County Attorney.

Discussion was held on position vacancy justifications for the Sheriff's Department.

Commissioner Faber discussed issues and concerns on State Lands and Chairman Reardon asked Commissioner Faber to contact State Lands regarding obtaining a written request from them if they want the County to perform a survey of Bittercreek Road.

Discussion was held on the signs at the Centennial Section. Carol Seeger and Kevin Geis will work on the sign issue.

Commissioner Faber discussed plugging of wells on the Centennial Section. Carol Seeger will review the file.

Carol Seeger provided an update of the Gillette College and Select Committee Participation. Commissioner Bell would like the public to know what is in the Gillette College application.

Carol Seeger provided information of the Commissioners calendar of events.

Carol Seeger updated the Commissioners on the proposed US Fish and Wildlife's rules changes on Endangered and Threatened Wildlife; Plants and Critical Habitat Designation.

Brandy provided an update on the Safety Program participation, flu shots, AED training and effective January 1, 2021 our Blue Cross will be moving to the Wyoming Total Choice Network.

Kevin Geis provided a road report, update on moving to the new county shop location and CMAQ.

Kevin King provided an update on Landfill #1 and #2 remediation, Airport Roof project and the parking garage project.

The Commissioners held a Workshop on Ionization products.

Commissioner Shelstad left the meeting at 3:50 PM.

There being no further business to come before the Board the meeting was adjourned at 4:25PM.

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Susan F. Saunders, Clerk  
Board of County Commissioners

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DG Reardon, Chairman  
Board of County Commissioners

Clerk of District Court  
Monthly Statement  
September 2020

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

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

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

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

**MONTHLY STATEMENT**

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

**CLERK, DISTRICT COURT,**

Civil Fees	4-040-0000	\$	5,110.00
Probate Fees	4-041-0000	\$	370.00
Fines	5-001-0000	\$	18,369.68
Jury Fees	4-044-0000	\$	1,350.00
Miscellaneous Fees	4-043-0000	\$	2,784.10

**Total Earnings** \$ 27,983.78

**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 6th day of October, 2020.**

  
**Cheryl Chitwood, Clerk**

Sheriff's Dept  
Monthly Statement  
September 2020

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

The Sheriff, Warrington } ss.  
County of Campbell

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

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

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

## MONTHLY SHERIFF'S STATEMENT

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

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Service Fees .....	5,950.00
Fingerprint Fees .....	\$535.00
Background Fees .....	\$72.00
Copy Fees .....	\$114.50
Notary Fees .....	\$2.00
Sheriff's Sale & Sheriff's Certificate Fees.....	\$232.50
Executions .....	\$4,100.00
<b>COUNTY SHERIFF</b> Concealed Firearm Permit Fees .....	\$860.00
Sex Offender Registration Fees .....	\$642.50
Salvage Vehicle Sales .....	\$0.00
Towing Fees .....	197.50
Foreclosure Sales .....	\$0.00
Misc. Refund .....	\$1.75
General Fund .....	\$320.00
E911 .....	\$0.00
Town of Wright Reimbursement .....	\$0.00
Town of Wright 911 .....	\$0.00
Campbell County Fire Department 911 .....	\$0.00
Campbell County Health 911 .....	\$0.00
WASCOP Grant .....	\$0.00
CC School District SRO Salary/Benefits .....	\$0.00
Sheriff Account Interest .....	\$0.00
	<b>\$13,027.75</b>

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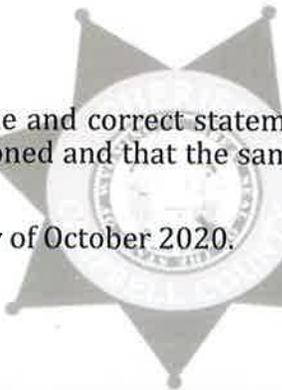
STATE OF WYOMING

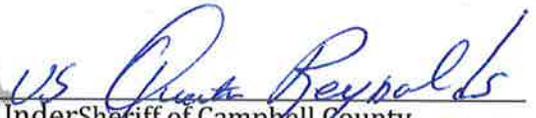
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COUNTY OF CAMPBELL

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

WITNESS my hand and seal this 6<sup>th</sup> day of October 2020.



  
 Under Sheriff of Campbell County 17-Z

Sheriff's Office  
Detention  
Monthly Statement  
September 2020

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

The State of Wyoming } ss.  
County of Campbell

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

\_\_\_\_\_  
County Clerk  
By \_\_\_\_\_  
Deputy



**MONTHLY SHERIFF'S STATEMENT-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 September 2020 and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

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**COUNTY SHERIFF**

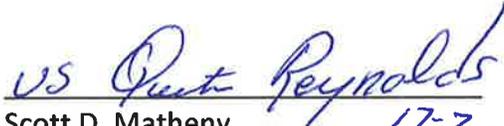
10 Day Housing	\$11,700.00
Parolee Housing	\$325.00
Split Sentence Housing	\$4,080.00
Split Sentence Medical	\$489.00
Probation Sanctions	\$120.00
U.A. Tests	\$56.00
Restitution	\$62.50
Misc-Transport Fee	\$712.50
Blood Draw	\$350.00
City of Gillette Housing	\$3,850.00
***U.S. Marshal Housing***	\$2,015.00
***24/7 Program***	\$10,823.25
***Juvenile Housing***	\$2,925.00
<b>TOTAL</b>	<b>\$37,508.25</b>

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\*\*\*Direct Deposit\*\*\*

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: 10-07-2020

  
 Scott D. Matheny  
 Campbell County Sheriff

941 Qtr Tax Report  
3rd Qtr 2020

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

The State of Wyoming } ss.  
County of Campbell }

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

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

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

Form **941 for 2020: Employer's QUARTERLY Federal Tax Return**  
 (Rev. July 2020) Department of the Treasury — Internal Revenue Service

950120  
 OMB No. 1545-0029

Employer Identification number (EIN)   -

Name (not your trade name)

Trade name (if any)

Address    
Number Street Suite or room number

City State ZIP code

Foreign country name Foreign province/county Foreign postal code

**Report for this Quarter of 2020**  
 (Check one.)

1: January, February, March

2: April, May, June

3: July, August, September

4: October, November, December

Go to [www.irs.gov/Form941](http://www.irs.gov/Form941) for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

**Part 1: Answer these questions for this quarter.**

1	Number of employees who received wages, tips, or other compensation for the pay period including: <b>Sept. 12 (Quarter 3) or Dec. 12 (Quarter 4)</b> . . . . .	1	<input type="text" value="744"/>
2	Wages, tips, and other compensation . . . . .	2	<input type="text" value="8,611,320"/> <input type="text" value="50"/>
3	Federal income tax withheld from wages, tips, and other compensation . . . . .	3	<input type="text" value="902,292"/> <input type="text" value="58"/>
4	If no wages, tips, and other compensation are subject to social security or Medicare tax	<input type="checkbox"/> Check and go to line 6.	
		<b>Column 1</b>	<b>Column 2</b>
5a	Taxable social security wages . . . . .	<input type="text" value="8,828,172"/> <input type="text" value="92"/>	<input type="text" value="1,094,693"/> <input type="text" value="44"/>
5a (i)	Qualified sick leave wages . . . . .	<input type="text"/>	<input type="text"/>
5a (ii)	Qualified family leave wages . . . . .	<input type="text"/>	<input type="text"/>
5b	Taxable social security tips . . . . .	<input type="text"/>	<input type="text"/>
5c	Taxable Medicare wages & tips . . . . .	<input type="text" value="8,828,172"/> <input type="text" value="92"/>	<input type="text" value="256,017"/> <input type="text" value="01"/>
5d	Taxable wages & tips subject to Additional Medicare Tax withholding <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/>
5e	Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d	5e	<input type="text" value="1,350,710"/> <input type="text" value="45"/>
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions) . . . . .	5f	<input type="text"/>
6	Total taxes before adjustments. Add lines 3, 5e, and 5f . . . . .	6	<input type="text" value="2,253,003"/> <input type="text" value="03"/>
7	Current quarter's adjustment for fractions of cents . . . . .	7	<input type="text"/> <input type="text" value="57"/>
8	Current quarter's adjustment for sick pay . . . . .	8	<input type="text"/>
9	Current quarter's adjustments for tips and group-term life insurance . . . . .	9	<input type="text"/>
10	Total taxes after adjustments. Combine lines 6 through 9 . . . . .	10	<input type="text" value="2,253,003"/> <input type="text" value="60"/>
11a	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11a	<input type="text"/>
11b	Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1	11b	<input type="text"/>
11c	Nonrefundable portion of employee retention credit from Worksheet 1 . . . . .	11c	<input type="text"/>

Name (not your trade name) County of Campbell Employer identification number (EIN) 83-6000103

Part 1: Answer these questions for this quarter. (continued)

- 11d Total nonrefundable credits. Add lines 11a, 11b, and 11c
12 Total taxes after adjustments and nonrefundable credits. Subtract line 11d from line 10
13a Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter
13b Deferred amount of social security tax
13c Refundable portion of credit for qualified sick and family leave wages from Worksheet 1
13d Refundable portion of employee retention credit from Worksheet 1
13e Total deposits, deferrals, and refundable credits. Add lines 13a, 13b, 13c, and 13d
13f Total advances received from filing Form(s) 7200 for the quarter
13g Total deposits, deferrals, and refundable credits less advances. Subtract line 13f from line 13e
14 Balance due. If line 12 is more than line 13g, enter the difference and see instructions
15 Overpayment. If line 13g is more than line 12, enter the difference

Part 2: Tell us about your deposit schedule and tax liability for this quarter.

If you're unsure about whether you're a monthly schedule depositor or a semiweekly schedule depositor, see section 11 of Pub. 15.

- 16 Check one: [ ] Line 12 on this return is less than \$2,500 or line 12 on the return for the prior quarter was less than \$2,500, and you didn't incur a \$100,000 next-day deposit obligation during the current quarter.
[ ] You were a monthly schedule depositor for the entire quarter. Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability: Month 1, Month 2, Month 3, Total liability for quarter

- [X] You were a semiweekly schedule depositor for any part of this quarter. Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941. Go to Part 3.

You MUST complete all three pages of Form 941 and SIGN it.

Next

Name (not your trade name) County of Campbell	Employer identification number (EIN) 83-6000103
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**Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.**

- 17 If your business has closed or you stopped paying wages . . . . .  Check here, and enter the final date you paid wages  /  /  ; also attach a statement to your return. See instructions.
- 18 If you're a seasonal employer and you don't have to file a return for every quarter of the year . . . . .  Check here.
- 19 Qualified health plan expenses allocable to qualified sick leave wages . . . . . 19
- 20 Qualified health plan expenses allocable to qualified family leave wages . . . . . 20
- 21 Qualified wages for the employee retention credit . . . . . 21
- 22 Qualified health plan expenses allocable to wages reported on line 21 . . . . . 22
- 23 Credit from Form 5884-C, line 11, for this quarter . . . . . 23
- 24 Deferred amount of the employee share of social security tax included on line 13b . . . . . 24
- 25 Reserved for future use . . . . . 25

**Part 4: May we speak with your third-party designee?**

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

Yes. Designee's name and phone number.

Select a 5-digit personal identification number (PIN) to use when talking to the IRS.

No.

**Part 5: Sign here. You MUST complete all three pages of Form 941 and SIGN it.**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.



Sign your name here

*Susan F. Saunders*

Print your name here Susan F. Saunders

Print your title here County Clerk

Date 10/13/20

Best daytime phone 307-682-7285

**Paid Preparer Use Only**

Check if you're self-employed

Preparer's name

PTIN

Preparer's signature

Date / /

Firm's name (or yours if self-employed)

EIN

Address

Phone

City

State

ZIP code

# Schedule B (Form 941):

960311

## Report of Tax Liability for Semiweekly Schedule Depositors

OMB No. 1545-0029

(Rev. January 2017)

Department of the Treasury — Internal Revenue Service

Employer identification number (EIN)   -

Name (not your trade name)

Calendar year     (Also check quarter)

**Report for this Quarter...**  
(Check one.)

1: January, February, March

2: April, May, June

3: July, August, September

4: October, November, December

Use this schedule to show your TAX LIABILITY for the quarter; don't use it to show your deposits. When you file this form with Form 941 or Form 941-SS, don't change your tax liability by adjustments reported on any Forms 941-X or 944-X. You must fill out this form and attach it to Form 941 or Form 941-SS if you're a semiweekly schedule depositor or became one because your accumulated tax liability on any day was \$100,000 or more. Write your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in Pub. 15 for details.

**Month 1**

1	<input type="text"/>	9	<input type="text"/>	17	<input type="text"/>	25	<input type="text"/>
2	316,641 <input type="text" value="11"/>	10	<input type="text"/>	18	<input type="text"/>	26	<input type="text"/>
3	<input type="text"/>	11	<input type="text"/>	19	<input type="text"/>	27	<input type="text"/>
4	<input type="text"/>	12	<input type="text"/>	20	<input type="text"/>	28	<input type="text"/>
5	<input type="text"/>	13	<input type="text"/>	21	<input type="text"/>	29	<input type="text"/>
6	<input type="text"/>	14	<input type="text"/>	22	<input type="text"/>	30	331,478 <input type="text" value="94"/>
7	<input type="text"/>	15	<input type="text"/>	23	<input type="text"/>	31	20,797 <input type="text" value="74"/>
8	<input type="text"/>	16	315,658 <input type="text" value="40"/>	24	<input type="text"/>		

Tax liability for Month 1

984,576

**Month 2**

1	<input type="text"/>	9	<input type="text"/>	17	<input type="text"/>	25	<input type="text"/>
2	<input type="text"/>	10	<input type="text"/>	18	<input type="text"/>	26	<input type="text"/>
3	<input type="text"/>	11	<input type="text"/>	19	<input type="text"/>	27	301,917 <input type="text" value="12"/>
4	<input type="text"/>	12	<input type="text"/>	20	<input type="text"/>	28	<input type="text"/>
5	<input type="text"/>	13	322,146 <input type="text" value="95"/>	21	<input type="text"/>	29	<input type="text"/>
6	<input type="text"/>	14	<input type="text"/>	22	<input type="text"/>	30	<input type="text"/>
7	<input type="text"/>	15	<input type="text"/>	23	<input type="text"/>	31	20,822 <input type="text" value="98"/>
8	<input type="text"/>	16	<input type="text"/>	24	<input type="text"/>		

Tax liability for Month 2

644,887

**Month 3**

1	<input type="text"/>	9	<input type="text"/>	17	<input type="text"/>	25	<input type="text"/>
2	<input type="text"/>	10	301,129 <input type="text" value="39"/>	18	<input type="text"/>	26	<input type="text"/>
3	<input type="text"/>	11	<input type="text"/>	19	<input type="text"/>	27	<input type="text"/>
4	<input type="text"/>	12	<input type="text"/>	20	<input type="text"/>	28	<input type="text"/>
5	<input type="text"/>	13	<input type="text"/>	21	<input type="text"/>	29	<input type="text"/>
6	<input type="text"/>	14	<input type="text"/>	22	<input type="text"/>	30	20,806 <input type="text" value="84"/>
7	<input type="text"/>	15	<input type="text"/>	23	<input type="text"/>	31	<input type="text"/>
8	<input type="text"/>	16	<input type="text"/>	24	301,604 <input type="text" value="13"/>		

Tax liability for Month 3

623,540

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) ►

Total must equal line 12 on Form 941 or Form 941-SS.

Tax liability for the quarter

2,253,003

**PAYROLL PAYMENT**

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

September 30, 2020  
Oct 3, 2020

\_\_\_\_\_

We do hereby approve the County Payroll as presented this 20 day of Oct, 2020

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman

10-1-20  
date processed

**PETITION FOR REBATE/CANCELLATION OF TAXES**

**STATE OF WYOMING**

**COUNTY OF CAMPBELL**

**No: 4158**

**NAME:** POWDER BATTALION HOLDINGS LLC

**NOTICE ISSUED FOR:**

**NOVC#**

**OTHER:** REPORTED TO WRONG COUNTY BY OWNER

    **PARTIAL**

    **REBATE**

**CANCELLATION**

**YEAR** 2019

**TAX NOTICE NO.** 4181

**DISTRICT NO.** 100

**ASSESSED VALUATION:** 35,022

**AMOUNT:\$** 2,098.24

*Joy A. Clements* **COUNTY ASSESSOR**

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

**THIS** 20 **DAY OF** Oct, **20**20

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

**BOARD OF COUNTY COMMISSIONERS**

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

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

10-1-20  
date processed

**PETITION FOR REBATE/CANCELLATION OF TAXES**

**STATE OF WYOMING**

**COUNTY OF CAMPBELL**

**No: 4159**

**NAME: POWDER HOLDINGS LLC**

**NOTICE ISSUED FOR:**

**NOVC#**

**OTHER: REPORTED TO WRONG COUNTY BY OWNER**

     **PARTIAL**  
     **REBATE**  
 **CANCELLATION**

**YEAR 2020**

**TAX NOTICE NO. 4176**

**DISTRICT NO. 100**

**ASSESSED VALUATION: 33,387**

**AMOUNT:\$ 2,005.10**

*Joy S. Clements* **COUNTY ASSESSOR**

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

**THIS 20 DAY OF Oct, 2020**

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

**BOARD OF COUNTY COMMISSIONERS**

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

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

CAMPBELL COUNTY

Request for Change of Capital Purchase

Agency Requesting Change: Road & Bridge / HR Risk

Description of Original Purchase Item: Lifepak CR Plus Defibrillator

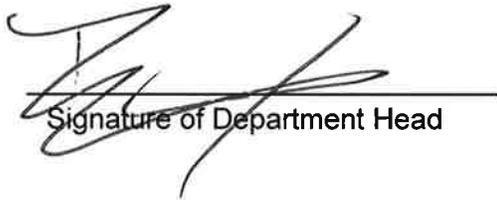
Description of New Purchase Item: Shipping cost of Zoll Defibrillator

Account Number: 020.7531

Reason for Change: \$77.93 in shipping cost that was not available until the item was shipped.

Do you intend to purchase the original capital item later this fiscal year? \_\_\_ yes \_\_\_ no N/A

If yes, how do you plan to fund the purchase? The 1% account because it is for public health and safety.

  
Signature of Department Head

10/2/2020  
Date

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

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Date

Reason for Disapproval \_\_\_\_\_

ROUTING:

Originating Department: Complete and submit to Commissioners

Commissioners Office: Review and return to original to requesting Department; Copy to Budget Officer; Copy to File



Worldwide Headquarters  
269 Mill Rd.  
Chelmsford, MA 01824-4105

Remit To:  
ZOLL Medical Corporation  
PO Box 27028  
NEW YORK NY 10087-7028  
Phone: 978-421-9655  
Toll Free: 800-348-9011

Invoice		
Invoice	Seq	PO Number
3140780		ROAD & BRIDGE

**Bill To**

Attn: Accounts Payable  
CAMPBELL COUNTY  
RISK MANAGEMENT  
500 S GILLETTE AVE, SUITE 1200  
GILLETTE, WY 82716

**Ship To**

CAMPBELL COUNTY  
RISK MANAGEMENT  
500 S GILLETTE AVE, SUITE 1200  
GILLETTE, WY 82716

Payment Terms	Inv Date	Due Date	Sales Order Number	Customer Number
NET 30 DAYS	15-SEP-20	15-OCT-20	2336388	153368
	Ship Date	Ship Via	Shipping Reference	Sales Person
	15-SEP-20	UPS	1Z038E070311470941	ARC NATIONAL RED CROSS \$ ITS CONSTITUENT CHAPTERS AND BRANCHES

Item	Description	Qty	Unit Price	Amount
1	22500710701011010 AED PLUS, FULLY AUTOMATIC, PS SERIES, W/PA CVR, LCD, NO VOICE RCDG, W/BATTERIES, ARC, DOMESTIC, PLUSRX	1	1,399.00	1,399.00
				Serial No: X20H300674
2	FRT SHIPPING & HANDLING	1	77.93	77.93
3	8000-0855 STANDARD METAL WALL CABINET W/ZOLL LOGO	1	0.00	0.00

Remit to: ZOLL Medical Corporation  
PO Box 27028  
NEW YORK NY 10087-7028

<b>Sub-Total:</b>	1,476.93
<b>Tax Total:</b>	0.00
<b>Invoice Total:</b>	1,476.93
<b>Currency:</b>	USD

EFT or ACH information: Acct # 50084320 ABA # 011000138  
Please email EFT/ACH remittance to [EFT-ACHremit@zoll.com](mailto:EFT-ACHremit@zoll.com)

**TAX REGISTRATION NUMBER: 04-2711626**

All discounts off list price are contingent upon payment within agreed upon terms.  
Any invoice discrepancies must be reported to ZOLL in writing within 7 business days of receipt. Otherwise, the customer deems all charges, terms and conditions valid.  
For invoice terms and conditions go to - <http://www.zoll.com/about-zoll/compliance/>

ZOLL Medical has gone Green. If you wish to receive your invoices via email instead of mail, please contact us at [ZOLLInvoice@zoll.com](mailto:ZOLLInvoice@zoll.com). We will be happy to make this change for you.

CAMPBELL COUNTY  
Request for Change of Capital Purchase

Agency Requesting Change: Road & Bridge / HR Risk

Description of Original Purchase Item: Lifepak CRPlus Defibrillator

Description of New Purchase Item: Zoll Defibrillator

Account Number: 020.7531

Reason for Change: Lifepak is no longer in current use/expired with the County. Zoll has been the replacement vendor since approximately 2015.

Do you intend to purchase the original capital item later this fiscal year?  yes  no

If yes, how do you plan to fund the purchase? The 1% account because it is for public health & safety.

  
Signature of Department Head

8-27-2020  
Date

Approved  Disapproved

  
County Commissioner

9/1/20  
Date

Reason for Disapproval \_\_\_\_\_

ROUTING:

Originating Department: Complete and submit to Commissioners  
Commissioners Office: Review and return to original to requesting Department; Copy to Budget Officer; Copy to File

  
8/27/2020

# ZOLL ARC END USER ORDER FORM

Fax # (978) 421-0015 or  
esales@zoll.com

July 1, 2020 -  
September 30, 2020

CUSTOMER BILL TO:		CUSTOMER SHIP TO:	
NAME: Crystal Nicholas	COMPANY: Campbell County Courthouse/Risk Management	NAME: Crystal Nichols	COMPANY: Campbell County Courthouse/Risk Management
ADDRESS: 500 S Gillette Ave Suite 1200	CITY: Gillette	ADDRESS: 500 S Gillette Ave Suite 1200	CITY: Gillette
STATE: WY ZIP 82716	PHONE: 307-687-6319 FAX:	STATE: WY ZIP 82716	PHONE: 307-687-6319 FAX:

PURCHASE ORDER INFORMATION	DIVISION INFORMATION
Purchase Order # <u>Roada Bridge</u> <b>A unique Purchase Order # must be assigned to each order!</b> FOB - Shipping Point <b>(Indicate one)</b> Taxable: _____ *Non-taxable: <input checked="" type="checkbox"/> _____ * Attach Tax Exempt Certificate	Salesperson Name: Linda Krikorian Phone: 720-670-6940 <b>Confirmation e-mail</b> linda.krikorian@redcross.org Comment(s): ZOLL a/c 169511 ARC National & Constituent Chapters/Regions

**PAYMENT METHOD**

Check     Visa/Mastercard     Amex    **Current Payment Terms: 2% 10 Net 90**

Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
Cardholder's Name: \_\_\_\_\_

**WITH EACH DEFIBRILLATOR PURCHASE FROM ZOLL MEDICAL CORP., THE AMERICAN RED CROSS RECEIVES A NON-TAX DEDUCTIBLE CONTRIBUTION FROM ZOLL MEDICAL EQUAL TO A PORTION OF THE PURCHASE PRICE TO HELP OFFSET TRAINING AND EDUCATION EXPENSES.**

Quantity #	Part Number	Description	ARC Group Purchase Price	Quote Price	Total
	22500010101011010	ZOLL AEDPlus, CPR-D Padz, batteries, carry case, Red Cross Responder Pack, medical prescription	\$1,399.00		\$0.00
1	22500710701011010	ZOLL AEDPlus Fully Automatic, CPR-D Padz, batteries, carry case, Red Cross Responder Pack, medical prescription	\$1,399.00	\$1,399.00	\$1,399.00
1	8000-0855	Standard AED Wall Cabinet	\$199.00	\$199.00	\$199.00
		<b>Optional:</b>			\$0.00
	8900-0800-01	Replacement CPR-D Padz	\$169.00		\$0.00
	8900-0810-01	Replacement Pediatric Pads (1 ea)	\$95.00		\$0.00
	8000-0807-01	Replacement Batteries	\$75.00		\$0.00
	8000-001052-01	En-Pro Plus Trac5	\$499.00		\$0.00
	8000-001051-01	En-Pro Plus Trac1	\$199.00		\$0.00
	8000-001468-01	ZOLL AED Backpack G3, w/ZOLL Logo	\$225.00		\$0.00
					\$0.00
					\$0.00
		Standard AED Wall Cabinet PROMO July 1, 2020 - September 30, 2020	(\$199.00)	(\$199.00)	(\$199.00)

Shipping terms:  Next Day     2nd Day Air     3rd Day     Ground -Standard

IF Collect, Provide Account Number \_\_\_\_\_

**TOTAL \$1,399.00**

Signature below authorizes product shipment and invoice per the terms of this order. AED's are intended for use by or on order of a physician or persons licensed by state law.

Signature Crystal Nichols    Print Name Crystal Nichols    Date 9/2/2020

**AMERICAN RED CROSS DISCLAIMER:**  
THE AMERICAN RED CROSS IS NOT, AND SHALL NOT BE CONSTRUED TO BE, A MANUFACTURER, A MANUFACTURER'S REPRESENTATIVE OR A DISTRIBUTOR OF ZOLL AUTOMATED EXTERNAL DEFIBRILLATORS OR ANY RELATED ANCILLARY PRODUCTS FOR ANY PURPOSE AND PROVIDES NO WARRANTIES OR GUARANTEES OF ANY KIND FOR SUCH DEVICES. THIS PRODUCT ORDER WORKSHEET IS NOT A BINDING CONTRACT, NOR SHALL IT BE CONSTRUED TO BE A BINDING CONTRACT BETWEEN THE AMERICAN RED CROSS (INCLUDING ITS LOCAL CHAPTERS AND OPERATING UNITS) AND THE PURCHASER OF THE AUTOMATED EXTERNAL DEFIBRILLATOR. THE AMERICAN RED CROSS (INCLUDING ITS LOCAL CHAPTERS AND OPERATING UNITS) SHALL NOT BE CONSTRUED TO HAVE DETERMINED OR CERTIFIED THE SAFE DESIGN, OPERATION, USE OR FUNCTION OF ZOLL AUTOMATED EXTERNAL DEFIBRILLATORS OR ANY RELATED ANCILLARY PRODUCTS OR THAT ZOLL OR PURCHASER IS IN COMPLIANCE WITH ANY LAWS, CODES, OR ORDINANCES.

HR

SOLID  
FO  
1% OPTIONAL SALES TAX FUND



Page 1  
Vendor Number 606871  
Date 10/01/20  
PO Number 21003246  
Cost Center 020

NOTE: COMPLETE AND RETURN THIS PAGE TO THE ABOVE ADDRESS

VENDOR  
Zoll Medical Corporation GPO  
P.O. Box 27028  
New York NY 10087-7028

SHIP TO  
1% OPTIONAL SALES TAX FUND  
County Courthouse  
500 South Gillette Avenue  
Gillette WY 82716

### PURCHASE ORDER

DESCRIPTION	QUANTITY	UM	UNIT PRICE	EXTENSION
2 AED & Freight for R&B 020.7191 GENERAL ITEMS Asset: 21000373		EA	.0000	1,476.93
REQUESTED BY (Dept. User)	AUTHORIZED SIGNATURE (Dept. Manager)		ESTIMATED TOTAL	
			1,476.93	

**NOTICE TO VENDOR  
CONDITIONS FOR PAYMENT**

1. All claims against Campbell County must be fully itemized, dated and sworn to.

ATTACHED INVOICE OR  
PROOF OF SALE,  
COMPLETE CERTIFICATION  
(box to the right)

**VENDOR  
CERTIFICATION**

I certify under penalty of false swearing that the foregoing is true and this account is correct and has not been paid, nor any part thereof by the County of Campbell or any individual.

DATE \_\_\_\_\_

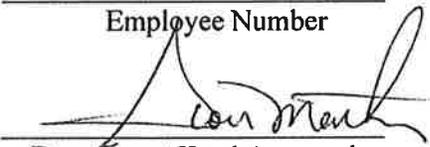
STATE OF WYOMING )  
County of Campbell ) SS. \_\_\_\_\_

SIGNATURE OF CLAIMANT

## Emergency Sick Leave Bank Request

**TO:** Campbell County Board of Commissioners  
**Requesting Department:** Sheriff's Office  
**DATE:** September 30, 2020

Please consider this request to transfer up to 55 hours of accrued sick leave. No single donation should exceed 100 hrs.

To: 575816 From: ESLB  
Employee Number  
  
Department Head Approval  
  
Director of Human Resources

---

For Commission Office Use Only:

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

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

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

---

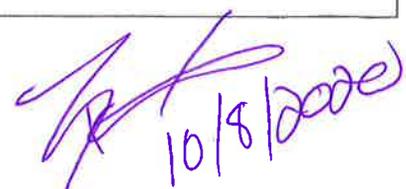
For Payroll/HR Only:

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

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

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

# 2020-064 Position Vacancy Justification

Department:	<b>CCFD</b>	Date:	<b>10/5/2020</b>		
Position Title:	<b>Firefighter</b>				
Classification Band / Range:	<b>FD1</b>	Budgeted Salary of Incumbent:	<b>50,037.68</b>		
Salary Range:	Step 1 <b>\$50,037.68</b>	Mid	Step 10 <b>\$62,490.21</b>		
Justification for Hiring Position:	This position is available due to probationary termination.				
Termed Incumbent:					
Position Originated:					
Funding Source for Position:	County: <b>Yes/No</b>	State: <b>Yes/No</b>	Federal: <b>Yes/No</b>	Other: <b>Yes/No</b>	Explain Other: City of Gillette/Town of Wright
Status Code:	Full-Time <b>Yes/No</b>	Part-Time <b>Yes/No</b>	Number of Annual Hours:		<b>2756</b>
Reason for Vacancy:	Replacement due to Termination: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	<b>Yes or No</b>				
Benefit Eligible:	<b>Yes or No</b>				
Department Head Signature & Date					
Commissioner Approval & Date:					

The following page(s) contain the backup material for Agenda Item: [9:15 Most Valuable Personnel \(MVP\) Award](#)

\*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.



**MEMO . . .**

*Employee Recognition Committee*

---

**TO:** Board of Commissioners  
**FROM:** Employee Recognition Committee  
**DATE:** October 20, 2020

**SUBJECT:** MVP Award (Most Valuable Personnel)

The Employee Recognition Committee is pleased to announce Crystal Nichols (HR) and Bill Beastron (PWS), have been awarded as MVP's for October 2020. The Committee would like to recognize Crystal and Bill with this honor at the October 20th Board Meeting.

Attached is a copy of the nomination letters the committee received for consideration.

Thank you for your ongoing support of the recognition program.



**MEMORANDUM**  
*... from H.R./Risk Management*

---

**TO:** Employee Recognition Committee

**FROM:** Brandy Elder  
Executive Director of Human Resources & Risk Management

**DATE:** September 17, 2020

**SUBJECT:** MVP for Crystal Nichols

Ms. Nichols began working for Campbell County on October 15, 2019 as a Benefits Specialist, she took over the Risk responsibilities shortly after her start date. Earlier in the summer, Campbell County had multiple large hail events causing damage to many of our buildings. Crystal dove into this project by learning the claims and damage done. This included trips to sites, reviewing past documentation, and requesting a new adjuster to look at the damages.

In March we received the quote for our insurance premiums for 2020/21 that had an increase of 21% over our prior year rates. The rate for 2019 was \$868,463.94 with a quote for 2020/21 being \$1,115,715. When questioned the insurance provider stated that the increase was due to the hail damage claims. Seeing this to be an unacceptable situation, Crystal dug into what each claim was for. After having a team of adjusters come to the County and review the claims, Crystal and Bill Beastron teamed up to reduce the number of claims. They went through the reports on each building to determine what had to be repaired and what was simply cosmetic roof damage. Through this process and by teaming up, Bill and Crystal were able to reduce the number of claims substantially. In early July the insurance provider sent us a new rate of \$1,037,842; saving Campbell County \$77,873 in premium costs.

By being fiscally minded and critically thinking through the situation, Crystal refused to give up on this project and achieved great results. I would recommend her for MVP because it is all too easy as a new employee to allow the "status quo" to continue, instead she chose to challenge the system and wouldn't stop until results were achieved. Both Crystal and Bill went above and beyond essential duties for the good of Campbell County.

Thank you!

Brandy Elder  
Executive Director of Human Resources and Risk Management



## Department of Public Works

Kevin C. King, P.E., Director

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

### **MEMORANDUM**

TO: Employee Recognition Committee  
FROM: Kevin C. King, P.E., Public Works Executive Director *KCK*  
DATE: September 23, 2020  
SUBJECT: MVP for Bill Beaström

Bill Beaström assumed his position as Facilities Manager in December of 2015 after nine years in the position of Engineering Technician. Throughout this period, Bill has exhibited a steadfast fiscally conservative mindset, with saving money for the taxpayers one of his highest priorities.

In the summer of 2019, Campbell County facilities suffered two major hail events, causing substantial damage. In March of 2020, HR/Risk Management received the quote for FY20-21 insurance premiums and it showed a 21% increase (\$247,251) over the previous year. Rather than simply take the new rate as given, Crystal Nichols (HR/Risk Specialist) contacted Bill and the two teamed up to take a comprehensive look at the claims. They studied the adjuster reports, inspected the facilities, and determined what repairs were worthy of a claim and what repairs were simply cosmetic. By teaming up on this investigation, they were able to reduce the number of claims substantially. In July of 2020, the insurance company provided a revised FY20-21 rate and it was \$77,873 lower than the previous quote. Had they not taken the initiative, the taxpayers of Campbell County would have paid an additional \$77,873 next year for insurance.

This example of exemplary fiscal management by these two outstanding employees should be recognized. Moving forward, as revenues decline and every dollar counts even more, this mindset and drive to save money is what will be required by all employees. I thank them both for going above and beyond to save taxpayer dollars, and to provide an example for all of us.

I encourage the Employee Recognition Committee to recognize both Bill and Crystal as MVP's.

The following page(s) contain the backup material for Agenda Item: [9:25 Campbell County Site Reclamation Protocol](#)

\*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.

***MEMORANDUM***

TO: Board of Commissioners  
FROM: Kevin C. King, P.E., Public Works Director  
DATE: October 13, 2020  
SUBJECT: Campbell County Site Reclamation Protocol

A working group comprised of Commissioner Faber, Kevin Geis, Kevin King, and Corey Nestor has developed a written protocol for site reclamation. More specifically, this protocol applies to all Campbell County government projects involving the disturbance of soils and located outside of the corporate limits of the City of Gillette and Town of Wright. Also, it is proposed that all District Support grant projects that disturb soil will be required to utilize a weed-free seed mix approved by the County.

Attached to the reclamation protocol is a standard County seed mix. The mix calls out required and substitute seeds and seeding rates for clayey/loamy/silty soils and sandy soils. All seed used in the mixes must be certified weed-free.

It is important to note that this protocol does not apply to any private property or private projects in the County. (except for District Support Grant projects due to the 1% funding)

The working group would ask for Board approval of the protocol.



## Campbell County Site Reclamation Protocol

The following site reclamation protocol shall be used on all Campbell County government projects involving disturbance of soils and located outside the corporate limits of the City of Gillette and Town of Wright. The County Road and Bridge Executive Director shall act as Administrator of the site reclamation protocol for Campbell County.

- Topsoil/suitable subsoil shall be removed and segregated from unsuitable subsoil during construction projects and other disturbances.
- The area shall be returned to as much a natural condition as possible to provide complimentary visual composition.
- All disturbed surfaces shall be reclaimed as soon as practicable after the initial disturbance.
- The disturbance area shall be reclaimed primarily through leveling and recontouring of disturbed areas, redistribution of stockpiled topsoil over these disturbed areas, installation of erosion control measures, and reseeding utilizing the County-approved seed mix for clayey/loamy/silty soil or sandy soil as indicated on the attached Exhibit A – County Seed Mix Table. Rates shown in Exhibit A are assuming seeding using a drill. If broadcast seeding, the rates shown shall be doubled.
- Areas of compaction shall be ripped before the spreading of topsoil/suitable subsoil.
- For projects with significant disturbance, seeding shall occur in the next appropriate seeding season following the completion of surface disturbing activities.
  - In the fall, seeding would generally take place after September 1<sup>st</sup> and before ground frost
  - In the spring, seeding would generally take place after the frost has left the ground and before June 15<sup>th</sup>
  - All seeding dates are subject to conditions (moisture, temperature, etc.) and are subject to change
- The Administrator shall receive, review, and maintain records regarding certified seed mixes utilized in the reclamation of County projects.

### Campbell County Site Reclamation Protocol

Effective Date:	Approved by: Board of Commissioners
Adoption Date:	Chairman Signature:

## Exhibit A - County Seed Mix Table

 Campbell County Wyoming		
Species	Seed Mixes*	
	Clayey/Loamy/Silty	Sandy
	PLS/acre**	PLS/acre**
Western Wheatgrass	4.00	
Thickspike Wheatgrass	2.50	3.00
Green Needlegrass	2.00	
Bluebunch Wheatgrass	2.00	2.00
Slender Wheatgrass	2.50	2.50
Streambank Wheatgrass	2.00	
Pubescent Wheatgrass <sup>1</sup>	2.00	
Crested Wheatgrass <sup>1</sup>	2.00	
Intermediate Wheatgrass	2.00	
Prairie Junegrass	1.00	
Sanberg Bluegrass	1.00	
Sideoats Grama	1.00	
Blue Grama	1.00	1.50
Prairie Sandreed		1.50
Indian Ricegrass		2.00
Sand Dropseed		1.00
<b>Total:</b>	<b>14.00</b>	<b>12.50</b>
*Seed shall be certified weed free		
**Rates are for drill seeding methods, use 1.5 - 2 x values when broadcast seed method is used		
<sup>1</sup> Introduced Species		
<sup>2</sup> Cover Crop (Wheat/Barley/Oats) may be added at a rate of 8-12 PLS/Ac for sites with erosion concerns		
	Cool Season grass potential substitution	
	Warm Season grass potential substitution	

The following page(s) contain the backup material for Agenda Item: [9:30 Courthouse Conference Rooms Project Bid Award](#)

\*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.

**MEMORANDUM**

TO: Board of Commissioners

FROM: Clark Melinkovich, Public Works

DATE: October 20, 2020

SUBJECT: Courthouse Conference Rooms Project

The project consists of two (2) conference room constructed in the unallocated portion of the courthouse basement. Size is approximately 900 square feet per room. The meeting space will provide adequate space and ventilation for social distancing guidelines. It will be prioritized for circuit and district court and would accommodate approximately twenty-five (25) people at spacing of six (6) feet.

The following bids were received for the project:

contractor	bid amount
Norton Construction	\$168,750
Hladky Construction	\$193,683
Michaels Construction	\$196,483
Van Ewing Construction	\$202,000
S&S Builders	\$211,800
Silvernail Construction	\$217,230

Bids were analyzed by Public Works staff as well as the design consultant on the project. The recommendation is to award the project to the low bidder, Norton Construction. Norton Construction is a quality local contractor with extensive experience in the area including many County projects. This price is within the determined budget. Construction will begin within two (2) weeks and be substantially complete by December 31<sup>st</sup>.

Public works recommends award of the Courthouse conference rooms project to Norton Construction in the amount of \$168,750.



**SCHUTZ FOSS ARCHITECTS, P.C.**

107 East First Street, Gillette, WY 82716 PH: 307-685-0209 FAX: 307-685-0212

October 12, 2020

Campbell County Public Works Dept.  
Attn: Clark Melinkovich  
500 S. Gillette Ave., Suite 1400  
Gillette, WY 82716

Re: Bid Review  
Courthouse Conference Room Buildout  
SFA Project #1930B

Dear Clark,

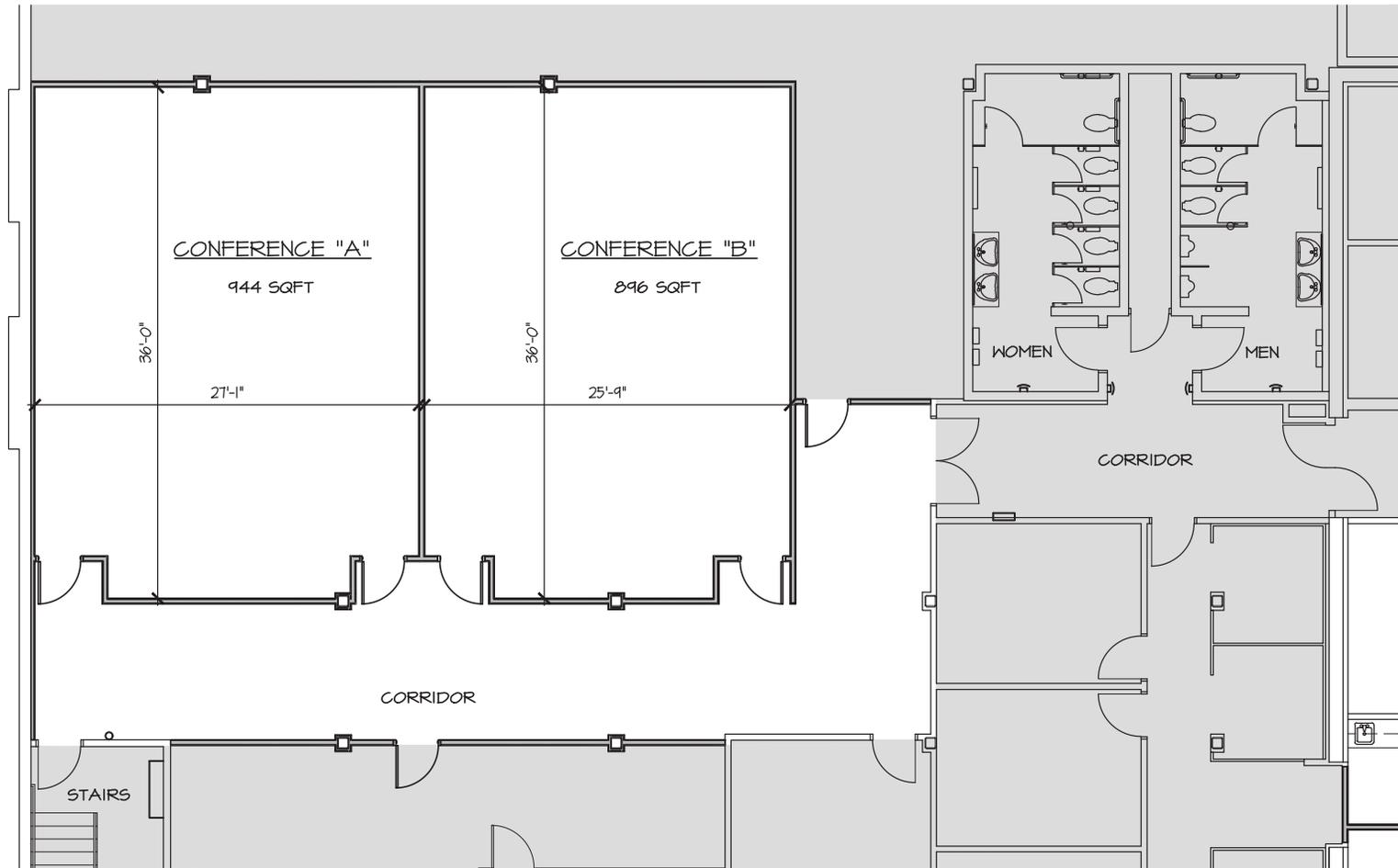
We have reviewed the bids tendered last week on the Courthouse Conference Room Project and specifically, the bid from Norton Construction in the amount of \$168,750. Norton Construction indicates they and their subs have carefully checked their numbers against the scope of work and are comfortable moving forward with the project. Given this, we recommend award of the project to Norton Construction for the Bid Amount.

Please let me know if you have questions or concerns.

Sincerely  
Schutz Foss Architects, P.C.

Kyle L. Gillette, Assoc. AIA  
Project Manager

KLK:gg



CONFERENCE ROOMS -  
COURTHOUSE BASEMENT REMODEL



1/8" = 1'-0"

SFA PROJECT #1930B

**SCHUTZ FOSS**  
ARCHITECTS, P.C.  
ARCHITECTURE INTERIORS PLANNING  
BILLINGS, MT • GILLETTE, WY  
[www.schutzfoss.com](http://www.schutzfoss.com)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made this 20<sup>th</sup> day of October (month), 2020 by and between Campbell County Board of Commissioners, hereinafter referenced as "Owner"; whose address is 500 S. Gillette Avenue Suite 1100, Gillette, Wyoming 82716, and Norton Construction, Inc (Company Name) hereinafter referenced as "Contractor" whose address is PO Box 1143 Gillette, WY 82717. Owner and Contractor, in consideration of mutual covenants set forth herein agree as follows:

**1. Description.**

A. Project. The Project is generally described as:

Campbell County Courthouse Conference Rooms  
(Name of the Project)

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

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

1.C.1. Drawings titled Courthouse Basement Conf. Rms. (name of drawings) dated 21 day of September (month), 2020.

1.C.2. Addenda numbered as 1, 2, 3 (list all addenda to the project)  
Project Manual Campbell Co. Courthouse Conf. Rms. (title of Project Manual)  
dated 21 day of September (month), 2020.

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

  —    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. **Contract Time.** Time is of the essence in this agreement. The construction shall begin on the day that the Owner indicates in the Notice-to-Proceed. The Project shall exhibit Substantial Completion, as defined in Section 2N of this Agreement, by — day of — (month), 20— or within 60 days after the Notice-to-Proceed is issued.
- E. **Contract Price.** For full and complete performance of the Work, the Owner agrees to pay the Contractor a sum of \$ 168,750<sup>00</sup>; payable in accordance with the terms of this Agreement.

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

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

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

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

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

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

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

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

Owner and Owner's Consultant shall be named as an additional insured with a waiver of subrogation.

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

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

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

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

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

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

D. Provide Certificate of Good Standing with Wyoming Workers Compensation and Unemployment

E. Builders Risk Insurance. Furnisher by Owner

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

Language in the bond documents shall match the language of the AIA Document A312-2010 and may be issued using the surety company's own forms.

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

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

**6. Owner's Responsibilities.**

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

**7. Contractor's Responsibilities.**

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

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

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

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

- Q. If any hazardous environmental conditions are encountered during construction, the Contractor shall isolate and secure the location, stop all work in and around the hazardous condition, and notify the Owner immediately. Contractor shall not be responsible for any hazardous environmental conditions encountered at the site that were not identified in the Contract Documents.
  - R. Contractor to provide Owner, Owner's Consultant(s) and/or Owner's identified Representative(s) access to the Project site.
  - S. Contractor shall provide any shop drawings and submittals required by the Contract Documents to the Owner for review. When the Contractor provides shop drawings and any required submittals, the Contractor is representing that the Contractor has reviewed and approved such documents and verifies the materials, field measurements, and field construction criteria are correct.
  - T. Contractor warrants and guarantees that all materials and equipment are new and that the Work is of good quality, free from faults or defects, and conforms to the Contract Documents. All materials and equipment exclude defects or damage caused by modifications or improper use by the Owner, or normal wear and tear.
  - U. Contractor will provide a one (1) year warranty for Project improvements including materials, equipment, and workmanship; beginning on the date of Substantial Completion. If any work is found to be defective during the warranty period, Contractor shall immediately repair or replace the defective portion(s) without cost to the Owner and in accordance with the Owner's instructions. If Contractor fails to do so, the Owner may have the defective work repaired; with all costs associated with the repair to be paid by the Contractor.
  - V. Contractor shall promptly correct or repair any work determined by the Owner to be defective, or that fails to conform to the Contract Documents.
  - W. Contractor shall at all times be an independent Contractor in performing the work under this Agreement.
  - X. Contractor shall follow all local, state, and federal laws and regulations related to the Contractor's employees, the Contractor's equipment, and/or any other item related to completion of the Work.
- 8. Assignment and Subcontracts.** The Contractor shall not assign Contractor's interest in this Agreement nor subcontract more than fifty percent (50%) of the value of the Work. Subcontractors working on the Project are subject to the approval of the Owner. Contractor is responsible for the acts and omissions of the subcontractors as well as the

quality and the timeliness of the work performed by them. Contractor agrees to bind every subcontractor to the terms and conditions of this Agreement.

**9. Construction by Others.** Owner reserves the right to award separate contracts or to use Owner's own forces to complete portions of the Project or other construction or operations on the site. If this occurs, Contractor shall cooperate with Owner in coordinating schedules and any work phasing required. In doing this, Owner shall not substantially interrupt the Contractor's critical path schedule nor significantly encumber Contractor's ability to complete Work at the site.

**10. Construction Administration.** The Owner will fulfill the construction administration actions through Owner's Representative and/or Owner's Consultant(s). During construction administration, the Owner's Representative and/or Owner's Consultant(s) shall have the Owner's authority to:

- A. Determine if the Work is proceeding in accordance with the Contract Documents and ascertain whether the acceptability of all Work and whether it is progressing satisfactorily.
- B. Provide onsite observation(s) and inspection(s) to the extent desired by the Owner. This may include extensive observation and inspection on the Project site.
- C. Notify Contractor of repairs or alterations that are needed on the Project site and will provide the Contractor copies of observation and inspection reports.
- D. Have authority to reject any work which does not conform to the design.
- E. Review and approve shop drawings, product data, and samples for conformance to the Contract Documents.
- F. Review and approve submittals of proposed materials and equipment for the Project (including substitution requests) for quality, compatibility with the Project, and adherence to the Contract Documents.
- G. Review proposed Change Orders to determine if costs are appropriate.
- H. Review and approve pay requests. Owner's Representative and/or Consultant(s) may make a recommendation to Owner regarding payment based on a review of the progression of the Work, the point indicated on the pay request, and observation that quality of the Work is in accordance with Contract Documents.
- I. Make determinations on unit price work items.

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

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

- A. Weather Days. If Contractor is not able to work on a critical path or controlling item on the Project for at least half of a regular scheduled work day because of inclement weather, then the Contractor shall be entitled to adjustments in the Contract Time. Adjustments to the Contract Time are calculated for each weather day that is greater than the anticipated number of weather days for the given month as shown below:
 

January	8
February	8
March	7

April	6
May	4
June	3
July	2
August	2
September	2
October	4
November	5
December	7

- B. Contract Adjustment. If Contractor claims that it is entitled to damages, an extension of the Contract Time, or an adjustment of the Contract Price, for any reason, then Contractor must deliver a written claim to Owner. Such claims may include, but are not limited to, any act or neglect of Owner or Owner’s Representative or employee, unknown physical conditions encountered at the site, hazardous environmental conditions encountered at the site, conditions which differ materially from those indicated in the Contract Documents, or any inaccurate or improper material representations by the Contract Documents.
- C. Failure of Contractor to file a claim as provided herein shall constitute a waiver of the claim by Contractor. Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Work.
- D. Delays. The Contractor shall be entitled to an equitable adjustment in Contract Time so long as the Contractor has been diligent in working on the Project and someone for whom the Owner is responsible for delays, disrupts, or interferes with the progression of the work; or the Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, acts of God, or failures to act of utility owners; or there are other delays beyond the control of the Contractor. In such or comparable cases, the extension of the Contract Time will be an amount equal to the time lost due to such delays. This shall be Contractor’s sole and exclusive remedy for such delay.
- E. Any claims for weather days, contract adjustment, or delays shall be delivered to Owner in writing with supporting data and documentation within ten (10) days after the occurrence of the event giving rise to the claim or within ten (10) days after the Contractor first recognized the condition. The Owner’s Representative shall provide a decision, in writing, upon review of submitted materials and consultation with the Owner’s Consultant (if applicable) within thirty (30) days of receipt of the request and all applicable materials.

Should the decision of the Owner’s Representative be found unsatisfactory by the Contractor, the Contractor may submit an appeal to the Campbell County Board of Commissioners within fourteen (14) calendar days of the date of the decision by the

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

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

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

- A. Contractor shall submit to Owner monthly pay applications for the work completed through the date of the pay application. Contractor shall use the Contractor's Application for Payment document included in the Project Manual.
- B. The application will be supported by information that is reasonably requested by Owner to verify the work is done and the amount is due.
- C. Payment for materials purchased specifically for the Project may be included in the application; so long as the materials are stored on site or at another secure location that can be observed by the Owner. Proof of insurance will be required for alternate storage sites.
- D. Lien waivers must be included from major subcontractors and suppliers through the date of the most recent previous pay application; to verify that payment has been received from the Contractor per Wyoming Statute §16-6-1001(a)(iv). Contractor shall use the Release and Waiver of Lien document included in the Project Manual.
- E. Retainage shall be deducted from each pay application as described in Section 15 of this document.
- F. Progress payments shall be made in accordance with the current Campbell County Public Works Accounts Payable schedule, which is attached and labeled/identified as Exhibit \_\_\_\_\_ to this agreement.
- G. Each application shall be promptly reviewed by the Owner's Representative and/or the Owner's Consultant. A reasonable amount of time is permitted for this review.

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

**15. Retainage.** Retainage shall be administered in accordance with Wyoming Statute § 16-6-701 through 706. Retainage will be deducted from each progress payment in the amount of five percent (5%). Contractor may provide for retainage in all of its contracts with subcontractors consistent with the requirements set out in this agreement. Retainage will be held in one of the 2 following methods, based on the contractors preference until after the Final completion and the 40 day advertising period:

- A. The Contractor shall set up an account in Contractor's name with an acceptable depository to serve as custodian of retained monies during the Project. An agreement shall be executed between the Owner, Contractor, and depository identifying the following: (1) the Contractor shall be responsible for all fees associated with the account as well as any tax liabilities from interest accrued, (2) the terms of the account are such that no funds will be released to the Contractor until the depository has received written authorization from the Owner to release the funds, (3) should the Contractor fail to satisfactorily complete the work, the Owner will have access to these funds, and (4) the Owner bears no responsibility for the safety of the funds in the account. The form of such an agreement is to be titled Joint Account Agreement for Retainage. This form is included in the Project Manual.  
Or;
- B. Retainage amounts will be calculated on the pay applications and will remain in the project budget as money not yet paid. Contractor may provide for retainage in all of its contracts with subcontractors consistent with the requirements set out in this agreement.

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

- A. Substantial Completion. After inspection of the work by Owner and Owners Consultant, and when substantial completion has been met as determined in the definitions, a punch list will be created of minor items to be completed prior to Final Completion and will be issued to the Contractor along with the Certificate of Substantial Completion. Project will be advertised for forty (40) days as required per Wyoming Statute §16-6-116. The last pay application for 100% of the Contract Price may be submitted and processed.
- B. Warranty. Contractor is to issue a warranty for materials, equipment, and workmanship as described in Section 7T of this document. The Warranty will be for one (1) year from the date of Substantial Completion. The document to be used to draft the Warranty is titled Warranty and is included in the Project Manual.
- C. Final Completion. When all punch lists are completed, and the Owner is satisfied that the Project is in all ways complete and acceptable, the Certificate of Final Completion will be issued. Final Completion shall be attained within 2 weeks of the issuance of the Substantial Completion certificate.
- D. Lien Waivers. During the advertisement period, final lien waivers should be obtained from the subcontractors and major suppliers; as indicated on the form named Lien Waivers included in the Project Manual. If the Contractor is still holding retainage from the subcontractors or suppliers, the lien waivers shall indicate as such.
- E. Affidavit. The Contractor shall provide a final lien waiver and sworn statement of payment, stating call claims of all subcontractors and suppliers per Wyoming Statute §16-6-117. The form to be used is titled Affidavit on Behalf of Contractor and is provided in the Project Manual.

**17. Final payment.** The final payment will be the release of the Contractor's retainage from the joint account or the payment of the retained amounts held in the Owners budget. Owner shall make final payment to Contractor when (1) items 16 A-E are complete to the Owner's satisfaction, (2) there have been no claims or payment issues brought to the Owner's attention that are not covered by an appropriate bond, and (3) the Owner is in all ways satisfied with the Project.

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

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

**19. Liquidated Damages.** The Owner will suffer financial loss if the Work is not completed within the Contract Time. Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay \$250 for each calendar day between the date when Substantial Completion is required and the date when Substantial Completion occurs. , Contractor shall also pay \$250 for each calendar day between the date when Final Completion is required and the date when Final Completion occurs.

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

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

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

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

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

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

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

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

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

**22. Limitation on Liability.** Notwithstanding any other provisions of this Agreement, the Owner's liability to Contractor for any claimed breach of this Agreement or breach of any alleged representations or warranties, whether expressed or implied, shall never exceed the Contract Price less any payments made by Owner to Contractor.

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

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

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

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

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

Campbell County Board of Commissioners  
(Owner)

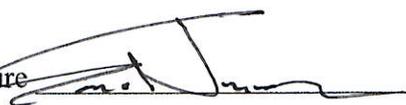
Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Norton CONST. INC.  
(Contractor)

Signature 

Name Eric Norton

Title VICE PRES.

Date 10/13/20

The following page(s) contain the backup material for Agenda Item: [9:35 Centennial Section, Water Well](#)

\*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.

**MEMORANDUM**

TO: Board of Commissioners

FROM: Clark Melinkovich, Public Works

DATE: October 20, 2020

SUBJECT: Water Well at Centennial Section

In the late 90s, there were several coal bed methane wells drilled on the State trust land now known as the Centennial Section. Those wells were orphaned prior to the time the County purchased the property. This past summer the Oil and Gas Commission came to plug and abandon the orphaned wells. One of the wells had been converted to a water well and is currently being used to water stock grazing at the site. To save that well from being plugged with the rest, Public Works submitted a landowner release form to the Oil and Gas Commission that basically took over ownership of that well. Additionally, an application for a water well permit was submitted to the State Engineers office to transfer the permitted use from methane to stock.

At this point there are three possible options for a direction regarding the well:

1. Follow through with the permit change. The Oil and Gas Commission has indicated that the well is acceptable for use as a stock well. The State Engineers office has approved the permit application. The final steps in the process would be to submit a "Statement of Completion" and a "Proof of Appropriation" to the SEO. If the Board elects this option, the forms are included and ready for signature.
2. Plug and abandon the well. This would involve hiring a contractor to plug the well and would cost on the order of \$2500.
3. The well could be plugged in the coal seams and then re-perforated in the sand formations and could remain as a stock well. The approved permit application would still be valid, and the "Statement of Completion" would be revised to reflect the additional work that was done. This would involve hiring a contractor and the cost is unknown at this time.

Public Works will await direction from the board before moving forward on any of the options.

### STATE OF WYOMING

OFFICE OF THE STATE ENGINEER  
HERSCHLER BLDG., 4-E  
CHEYENNE, WYOMING 82002  
(307) 777-6163

#### STATEMENT OF COMPLETION AND DESCRIPTION OF WELL OR SPRING

NOTE: Do not fold this form. Use typewriter or print neatly with black ink.

PERMIT NO. U.W. P213154.0W NAME OF WELL/SPRING State 43-16

1. NAME OF OWNER Campbell County Wyoming

2. ADDRESS 500 South Gillette Ave suite 1400

City Gillette State WY Zip Code 82716 Phone No. (307) 685-8061

3. USE OF WATER  Domestic  Stock Watering  Irrigation  Municipal  Industrial  Miscellaneous  
 Monitor or Test  Coal Bed Methane Explain proposed use (Example: One single family dwelling) \_\_\_\_\_

4. LOCATION OF WELL/SPRING NE 1/4 SE 1/4 of Section 16, T. 50 N., R. 72 W., of the 6th P.M. ( or W.R.M.)  
GPS coordinates UTM Zone \_\_\_\_\_ Easting \_\_\_\_\_ Northing \_\_\_\_\_  
Subdivision name \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_  
If surveyed, bearing, distance, and reference point 691' FEL, 1977' FSL of sec 16-T50N-R72W  
Longitude (degrees, minutes, seconds) 105° 30' 45" Latitude (degrees, minutes, seconds) 44° 18' 41"  
Datum:  1927  1983 Source:  GPS  Map  Survey

5. TYPE OF CONSTRUCTION Drilled  Rotary  Dug  Driven  Other  
Describe truck mounted (type of rig, and fluid used, if any)

6. CONSTRUCTION Total depth of well/spring 481 ft.  
Depth to static water level 344 ft. (below land surface) Casing height \_\_\_\_\_ ft. above ground  
a. Diameter of borehole (bit size) 9-7/8 inches  
b. Casing schedule  New  Used Joint type  Threaded  Glued  Welded  
7" diameter from 432 ft. to surface ft. Material ST&C Gage 20#  
\_\_\_\_\_ diameter from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Material \_\_\_\_\_ Gage \_\_\_\_\_  
c. Cemented/grouted interval, from 432 ft. to surface ft.  
Amount of grout used 142+20 type class G lite  
(example: 10 sacks) (example: bentonite pellets)  
d. Type of completion  Factory screen  Open hole  Customized perforations  
Type of perforator used N/A  
Size of perforations \_\_\_\_\_ inches by \_\_\_\_\_ inches  
Number of perforations and depths where perforated  
\_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
\_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Open hole from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Well screen details  
Diameter not installed slot size \_\_\_\_\_ set from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Diameter \_\_\_\_\_ slot size \_\_\_\_\_ set from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
e. Well development method \_\_\_\_\_ How long did development last? \_\_\_\_\_  
f. Was a filter/gravel pack installed?  Yes  No Size of sand/gravel \_\_\_\_\_  
Filter pack/gravel installed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
g. Was surface casing used?  Yes  No Was it cemented in place?  Yes  No  
Surface casing installed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

7. NAME AND ADDRESS OF DRILLING COMPANY Star Drilling, PO Box 6608 Sheridan, WY 82801

8. DATE OF COMPLETION OF WELL (including pump installation) OR SPRING (first used) 11-24-96

9. PUMP INFORMATION Manufacturer Sta-Rite Type ESP  
Source of power Tri-County Elec horsepower 3 Depth of pump setting or intake 468 ft.  
Amount of water being pumped 15.5 gal./min. (For springs or flowing wells, see item 10)  
Total volumetric quantity used per calendar year 25 acre feet

10. FLOWING WELL OR SPRING (Owner is responsible for control of flowing well) N/A  
If well yields artesian flow or if spring, yield is \_\_\_\_\_ gal./min. Surface pressure is \_\_\_\_\_ lb./sq.inch, or \_\_\_\_\_ feet of water  
The flow is controlled by  Valve  Cap  Plug  
Does well leak around casing?  Yes  No



~~WESTERN GAS RESOURCES, INC.~~  
GEOLOGICAL SAMPLES and DRILLER'S LOG DATA

MICRO FILMED DEC 06 2000

State 43-16, NE/SE Sec. 16-T50N-R72,691' FEL, 1977' FSL, Campbell Co, WY

U.W. 5 Permit NO.: 105278

MICRO FILMED AUG 08 1997

Spud Well: 9:00 a.m. on 09-27-96.

Ground Elevation: 4638.0'

TD: 481'.

Goodwell, Inc. Log: GR-CCL log from 481' to surface on 11-22-96, GR-Density-Resistivity from 423'- to 5' from surface on 9-30-96.

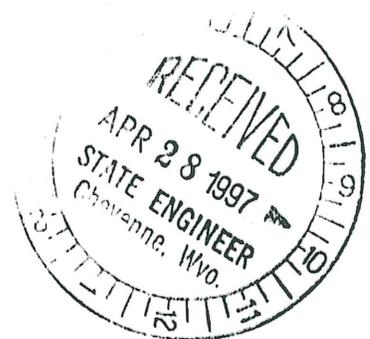
Open Hole: Underreamed 10-1/2" from 434' to 476'.

Producing Formation: Fort Union Coal, top of coal 418' to 477'.

Wellsite Sample Description

DEPTH (feet)	DESCRIPTION
0 - 31	Brown Sand
31 - 35	Gray Sand
35 - 94	Gray Shale
94 - 97	Brown Sand
97 - 99	Gray Sand
99 - 105	Brown Sand
105 - 111	Gray Sandy Shale
111 - 113	Gray Sand
113 - 117	Coal
117 - 134	Gray Shale
134 - 136	Dark Shale
136 - 138	Gray Shale
138 - 139	Dark Shale
139 - 155	Gray Shale
155 - 163	Gray Sand
163 - 164.5	Hard Sandstone

DEPTH (feet)	DESCRIPTION
164.5 - 213	Gray Sand
213 - 219	Hard Sandstone
219 - 284	Gray Snd
284 - 286	Dark Shale/Coal Stringers
286 - 287.5	Gray Shale
287.5 - 301	Coal
301 - 340	Medium Sandstone
340 - 365	Gray Shale
365 - 368	Gray Shale/Coal Stringers
368 - 375	Soft Sandstone
375 - 379	Hard Sandstone
379 - 392	Sandstone/Coal Stringers
392 - 404	Gray Shale
404 - 418'	Sandstone/Coal Stringers
418' - 477'	Coal - Fort Union
477' - 481' TD	Gray Shale - TD



NOTE: Do not fold this form. Use type-  
writer or print neatly with black ink

# STATE OF WYOMING

## OFFICE OF THE STATE ENGINEER

### PROOF OF APPROPRIATION AND BENEFICIAL USE OF GROUND WATER

The owner is responsible for submitting Parts I and II of this form. Part III will be prepared by a State Engineer representative at time of inspection.

#### PART I

WATER DIVISION \_\_\_\_\_ U.W. DISTRICT \_\_\_\_\_  
PERMIT NO. U.W. P2131540w DATE OF PRIORITY \_\_\_\_\_  
NAME OF WELL state 43-16 LOCATION NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 16  
T. 50 N., R. 72 W.

- Name of Claimant(s) Campbell County
- Address 500 South Gillette Ave suite 1400 Gillette, WY Zip Code 82716
- For What Purpose(s) is Water Used? Use: stock 1 tank Date First Used: \_\_\_\_\_  
Use: \_\_\_\_\_ Date First Used: \_\_\_\_\_ Use: \_\_\_\_\_ Date First Used: \_\_\_\_\_

If use is for irrigation, give date irrigation was completed on all lands under this Permit: \_\_\_\_\_

#### PART II

For Irrigation, Industrial, Municipal, and Miscellaneous Wells

A plat which has been certified by a licensed professional engineer or land surveyor shall be submitted to accompany this form. The plat shall be in accordance with W.S. § 33-29-139 or Chapters V and VI, State Engineers Office Regulations and Instructions (Minimum scale shall be 2" = 1 mile). The map shall be prepared with waterproof black ink on tracing linen or an acceptable equivalent and shall show on a suitable scale the legal subdivisions, the accurate location of the well or wells, storage facilities, main canals, streams, highways and other important cultural features. Land ownership shall be shown, if there is more than one owner under the permit.

#### IRRIGATION WELLS

Acreage irrigated under terms of this permit will be clearly shown with a distinctive pattern and a distinction clearly made between lands having an original supply and those provided an additional supply. Where use is for additional supply for lands with a right from another source, indicate the priority or permit number of the source, the source of supply and the name of the ditch, pipe line, or other well. Conveyance system will be shown and described. Indicate method of irrigation being used.

#### INDUSTRIAL WELLS

In addition to the information outlined above, industrial users will locate and describe conveyance facilities to the point(s) of use, giving as accurately as possible the location of the point(s) of use. Permits for other sources of water must be identified.

#### MUNICIPAL WELLS

The plat will show the area of use and show and describe the means of conveyance of the water from the well to the connection with the municipal water system distribution network.

#### MISCELLANEOUS WELLS

- The linen plat for wells where the use is described as miscellaneous and where the yield or flow of the well exceeds twenty-five (25) gallons per minute must show the area of use and describe and show the means of conveyance from the well to the distribution system and/or point(s) of use.
- The plat for wells where the use is described as miscellaneous and where the yield or flow is twenty-five (25) gallons per minute or less may be a 7 1/2 minute United States Geological Survey Quadrangle map in lieu of a linen tracing, provided that the Quadrangle map is in compliance with the following conditions:
  - The entire Quadrangle map must be submitted to the State Engineer's Office.
  - The scale on said Quadrangle map must be one to twenty-four thousand.
  - An identified section corner or quarter corner must be shown on said Quadrangle map along with the Section, Township, and Range.
  - The section in which the well is located and the section(s) where the area(s) or point(s) of use are located must be subdivided into forty (40) acre tracts and the well location and area(s) or point(s) of use clearly labeled and described.
  - Said Quadrangle map showing the well location and area(s) or points(s) of use must be certified by a professional engineer or land surveyor licensed to practice within the State of Wyoming.

SEE REVERSE SIDE



STATE OF WYOMING  
OIL AND GAS CONSERVATION COMMISSION  
Office of State Oil and Gas Supervisor  
P. O. Box 2640  
Casper Wyoming 82602

STATE

SUNDRY NOTICES AND REPORTS ON WELLS

(Do not use this form for proposals to drill, or deepen. Form 1 is provided for such proposals.)

12. API No.: 49-005 -31113

13. County: CAMPBELL

Submit Single, Dupl. for State - Instructions on the reverse.

If a Split Estate Location Change Provide Form 1A.

5. Lease No.: ST 68-11067

6. Unit Agreement or CA:

7. Farm or Lease Name: STATE

8. Well No.: 43-16

9. Reservoir: FORT UNION

10. Field Name: PRB COAL BED

11. Quarter- Quarter, Section, Township and Range:  
NE SE 16 Township 50 North Range 72 West

14. Elevation: 4638 GL

16. Latitude: 44.311393

17. Longitude: -105.511728

1. Type Well:

Oil  Gas  CBM  Dry Hole  Injection  Other \_\_\_\_\_

2. Operator: HIGH PLAINS GAS LLC

3. Address: 2211 King Blve Casper, WY 82601

4. Phone Number (w/ area code): 307-234-7147

Email:

15. Footages: SHL 2019 FSL 649 FEL  
BHL 0 TO N R O W

18. CHECK APPROPRIATE BOXES TO INDICATE THE NATURE OF NOTICE, REPORT, OR OTHER DATA

<p>Type of Submission:</p> <p><input checked="" type="checkbox"/> Notice of Intent</p> <p><input type="checkbox"/> Subsequent Report</p> <p><input type="checkbox"/> Change of Address. <small>List Old &amp; New Below</small></p> <p>Split Estate? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If this is a Split Estate location change or Fed Lease owner change file Form 1A.</p>		<p>Type of Action:</p> <p><input type="checkbox"/> Change Plans</p> <p><input type="checkbox"/> Convert to injection</p> <p><input type="checkbox"/> Dormant</p> <p><input type="checkbox"/> Location or Site Change</p> <p><input type="checkbox"/> Federal Lease Owner Change</p> <p><input type="checkbox"/> Fracture Treat/ Enhance</p> <p><input checked="" type="checkbox"/> Plug and Abandon</p> <p><input type="checkbox"/> Perforate</p> <p><input type="checkbox"/> Recomplete/ Plugback</p> <p><input type="checkbox"/> Reclaim</p> <p><input type="checkbox"/> Rename</p> <p><input type="checkbox"/> Repair Well</p> <p><input type="checkbox"/> Shut-in</p> <p><input type="checkbox"/> Start / Resume Production</p> <p><input type="checkbox"/> Temporarily Abandoned</p> <p><input type="checkbox"/> Water Shut-Off</p> <p><input type="checkbox"/> Other _____</p>		
---	--	--	--	--

19. Describe the proposed or completed operations: Clearly state all pertinent dates and details, including estimated start date of proposed work. Form 3 is required following completion and recompletion procedures. Attach additional sheets if necessary, referencing API No., Well Name and Legal Location.

THE WYOMING OIL AND GAS CONSERVATION COMMISSION HAS IDENTIFIED THIS WELL AS BEING APPROPRIATE FOR A WATER WELL CONVERSION. LANDOWNER RELEASE FORM IS ATTACHED.

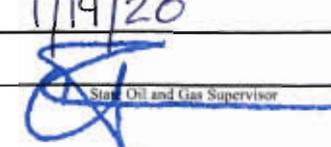
20. I hereby certify that the foregoing as to any work or operation performed is a true and correct report of such work or operations

Name (Printed or Typed): Brandi Collins Title: Wogcc Staff

21. Signature: Filed Electronically Transaction 531113011 Date: 07/13/2020

(The space below is for State office use)

Approval Date: 7/14/20

Approved By: 

Approvals sent: \_\_\_\_\_

Conditions of approval, if any:

**WATER WELL CONVERSION**

**ORPHANED WELL**





High Plains Gas LLC  
MILL - GILLETTE UNIT  
STATE 43-16  
LEASE NO. 68-1107  
SECT. 16, T50N, R72W, NE SE  
PERMIT NO. F-8113  
IN CASE OF EMERGENCY  
307-684-2850, 307-680-6701

48

48

48

Hastings



Rubbermaid  
Commercial Products

The following page(s) contain the backup material for Agenda Item: [9:40 Gillette College Rodeo Lease Agreement, North Landfill Property](#)

\*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.

Tabled on  
10/6/20



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

Carol J. Seeger, Commissioners  
Administrative Director

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

**MEMORANDUM**

**TO:** Board of Commissioners  
**FROM:** Carol Seeger  
Commissioners Administrative Director  
**RE:** Gillette College Rodeo Lease Agreement – land north of north landfill  
**DATE:** October 6, 2020

Accompanying this memo, please find lease agreement allowing use of a tract of land north of the north landfill site by Gillette College for its rodeo program. The lease is non-exclusive and requires the installation and maintenance of fencing to confine use away from landfill activity.

The county originally purchased the land from Peabody as a landfill buffer. The land was subject to a reclamation bond posted by Peabody in favor of Wyoming DEQ. The Gillette College rodeo program has expressed a desire to lease this property in the past, but the county has refrained until the land was released from the bond in deference to Peabody's wishes. The land subject to this lease has now been released.

The lease agreement is presented to you for your consideration. If you have any questions or I can further assist, please let me know.

**CAMPBELL COUNTY AND GILLETTE COLLEGE  
GROUND LEASE/RODEO PROGRAM**

THIS LEASE made and executed by and between Campbell County, 500 South Gillette Avenue, Ste. 1100, Gillette, WY 82716 (hereinafter referred to as "Lessor"), and the Northern Wyoming Community College District, by and through Gillette College, 300 West Sinclair, Gillette, Wyoming 82718 (hereinafter referred to as "Lessee").

1. **Leased Premises:** Lessor leases to the Lessee the following described real property (herein described as the "premises") located in Gillette, Campbell County, Wyoming:

See attached Exhibit A

2. **Lease Term:** This lease shall commence on the 1<sup>st</sup> day of October, 2020, and shall continue on month to month until terminated by either party by giving thirty (30) days written notice.

3. **Rent:** Lessee shall not be required to pay monetary remuneration to the Lessor for the leased premises but rather shall be responsible for the proper care and maintenance of the premises as further set forth below.

4. **Use of the Premises:** The Lessee shall have *non-exclusive* use of the premises for grazing purposes in the administration of its college rodeo program. Lessee's use of the premises shall be administered in a careful and proper manner and shall comply with and conform to all state, county and municipal laws and regulations and any informal directives of Lessor. Lessee's use shall not impede or impair Lessor's use of the premises for other purposes or other lessee's use of the premises. Lessee shall be responsible for

CC/GCC

Ground Lease/North Landfill Property

installing and maintaining fencing as depicted in in the attached Exhibit A. Access to the leased premises shall be by the existing entrance to the landfill as depicted on Exhibit A. It is specifically understood and agreement that Lessee shall not have access to water on the premises and if water is needed, it will need to be hauled onto the premises.

5. Maintenance and Care of the Premises: Lessee shall be solely responsible to keep the premises maintained and in good repair. Lessee shall not permit the premises to be over-grazed and must use good range management practices. It shall be neat and pleasing in appearance and Lessee shall not let the premises fall into a state of ill repair or otherwise in poor condition as determined in the sole discretion of Lessor.

6. Construction of Facilities and Improvements: Lessee shall obtain permission of Lessor prior to constructing any improvements on the premises. Any improvements shall be at the sole cost, risk and expense of Lessee and subject to the conditions set forth herein. Any such facilities and improvements shall meet all applicable city, county, and state building codes.

7. Removal of Facilities and Fixtures: Upon termination or expiration of the lease, the Lessee may remove all facilities and fixtures which it constructed. Such facilities and fixtures shall be removed within three (3) months of the expiration or termination of the lease, weather permitting. Any facilities or fixtures remaining on the property after that date shall be deemed the property of the Lessor. Should Lessor elect to demolish or remove facilities or improvements abandoned by the Lessee, Lessee shall be responsible for the expenses incurred by Lessor.

8. Indemnification and Insurance: This agreement is made upon the express condition that the Lessor shall be free from all liabilities and claims for damages and/or

CC/GCC

Ground Lease/North Landfill Property

lawsuits for or by reason of, any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes whatsoever, while in or upon the leased premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor. Lessee agrees that it will protect, indemnify, and hold harmless the Lessor from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages however occurring. Lessee further agrees to defend the Lessor in any actions filed in court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the Lessor is named as a defendant in said court action.

Lessee agrees to procure and maintain public liability and property damage insurance policy or policies with a combined single limit bodily injury and property damage per occurrence of not less than Two Million Dollars (\$2,000,000.00). All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the Lessor, and that they will not be cancelled without 30 days prior written notice to Lessor. Lessor shall be named as an additional insured on said policy or policies. Lessee shall provide Lessor with copies of said insurance policies within 30 days after execution of this agreement. The intent of this lease section is to ensure that sufficient funds are available to fully insure Lessor for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. §1-39-118. If the limits set forth in said Statute are altered, Lessee shall procure insurance to provide Lessor with full coverage according to said altered limits, but at no time will the insurance be less than the limits stated herein. The full limits of insurance required by this contract section shall be available to indemnify Lessor, if necessary. It is the intent of the parties that neither Lessor nor Lessee waives any immunity or limitation of its liability which is afforded by the Wyoming Governmental Claims Act.

CC/GCC

Ground Lease/North Landfill Property

9. Risk of Loss. All improvements, facilities and personal property of the Lessee on the premises shall be at the risk of Lessee. Lessor shall not be liable for any damage to said property for any reason. Lessee shall be responsible to carry such fire, casualty and property insurance as it deems necessary to protect its property located on the leased premises. Lessee acknowledges that Lessor does not insure Lessee's improvements, facilities or personal property.

10. Environmental Compliance: Lessee shall conduct its operations on the property in compliance with and shall not permit the property to be in violation of, any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of or allow handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9602(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor, in writing, of any of the following: 1)

CC/GCC

Ground Lease/North Landfill Property

any and all governmental agencies regulatory proceedings or enforcement actions, instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against Lessee or the property relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state or federal environmental laws.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been made.

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its board, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining,

CC/GCC

Ground Lease/North Landfill Property

production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

11. **Default:** If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions herein contained on its part to be observed, and such default shall continue for a period of thirty(30) days after written notice from Lessor setting forth the nature of Lessee's default, then and in such event Lessor shall have the right at its option upon written notice to Lessee to terminate this lease and all rights of the Lessee hereunder shall thereupon cease. Lessor shall, without further notice to Lessee, have the right immediately to enter the demised premises and take possession thereof with or without process of law and to remove all personal property from the premises and all persons occupying the premises and to use all necessary force therefor in all respects to take actual full and exclusive possession of the premises without incurring any liability to Lessee or any person occupying or using the premises for any damage caused or sustained by reason of such entry on the premises or such removal of such persons and property.

12. **Taxes and Assessments:** Lessee shall be responsible to pay any taxes or

CC/GCC

Ground Lease/North Landfill Property

assessments, if any, levied against the property.

13. Assignment and Subletting: Lessee shall not assign or transfer this lease or sublease in whole or any part of the demised premises without the written consent of the Lessor. Lessee specifically agrees and understands that Lessor intends to make other use of the premises during the term of this lease and that the premises are subject to other existing leases.

14. Waiver: No failure by Lessor to insist upon the strict performance of any term or condition of this lease, or to exercise any right or remedy available on a breach hereof, and no acceptance of a full or partial grant during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition. No waiver of any breach shall affect or alter any term or condition of this lease and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

15. Notice: Any notice by either party to the other shall be in writing and shall be deemed duly given only if delivered personally or mailed, postage prepaid, certified mail, addressed to the respective parties at the addresses set forth herein.

16. Time of the Essence: Time is of the essence of this lease and all provisions herein.

17. Indemnification and Hold Harmless. For the purposes of this Lease, the indemnification provisions of paragraph 8 herein shall also include Lessor's duly elected officials, agents and employees.

CC/GCC

Ground Lease/North Landfill Property

18. Entire Agreement: This lease contains the entire agreement between the parties, and it is agreed that neither Lessor nor anyone acting on its behalf has made any statement, promise, or agreement, or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this lease or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed.

19. Attorney's Fees: In the event either Lessor or Lessee files suit to enforce this agreement, it is hereby agreed that the successful party under such suit shall collect from the other party all costs, expenses, and reasonable attorney's fees incurred in such suit.

20. Binding Effect: This lease shall be binding on and shall inure to the benefit of the parties hereto, their respective successors in interest and assigns.

Lessor:

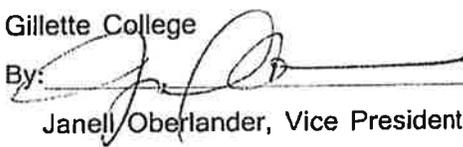
Campbell County

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

D.G. Reardon, Chairman

Lessee:

Gillette College

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

Janel Oberlander, Vice President

Date \_\_\_\_\_

Date 9-11-2020

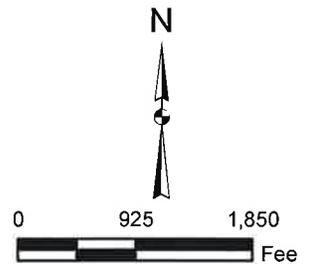
CC/GCC

Ground Lease/North Landfill Property



### Legend

-  Lease Area
-  Tax Parcels



The following page(s) contain the backup material for Agenda Item: [9:45 Horse Racing & Pari-Mutuel Wagering Resolution](#)

\*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

**BOARD OF COUNTY COMMISSIONERS  
IN AND FOR CAMPBELL COUNTY**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING WYOMING DOWNS, LLC TO CONDUCT PARI-MUTUEL WAGERING ON LIVE HORSE RACING, HISTORIC HORSE RACING, AND SIMULCAST EVENTS WITHIN CAMPBELL COUNTY, WYOMING**

**WHEREAS**, the Wyoming Legislature passed, and the Governor of the State of Wyoming signed into law changes to Wyoming Statutes, Title 11, Chapter 25, to allow for the addition of pari-mutuel wagering on historic races; and,

**WHEREAS**, the Wyoming Gaming Commission (formerly known as the Pari-mutuel Commission) has adopted rules that were filed with the Secretary of State on December 18, 2013 regulating pari-mutuel wagering on simulcast events, including historic races; and

**WHEREAS**, Wyoming Downs, LLC currently holds the necessary and appropriate permits issued by the Wyoming Gaming Commission to operate simulcasting facilities in the State of Wyoming; and,

**WHEREAS**, the Board has approved in past resolutions authority for Wyoming Downs, LLC, to operate two facilities in Campbell County located at 2212 Westover Road and 2209 South Douglas Highway, Gillette, Wyoming, but desires to expand its operations in Campbell County at all bars within Campbell County;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF CAMPBELL, WYOMING**, that pursuant to W.S. §11-25-102(a)(vii)(B), the Campbell County Board of Commissioners approves Wyoming Downs, LLC to conduct pari-mutuel wagering on live horse racing, historic horse racing and simulcast events within Campbell County at all bars within Campbell County subject to the approval of the Wyoming Gaming Commission and any other laws, rules, regulations or ordinances.

**RESOLVED THIS** \_\_\_\_\_ **day of October, 2020.**

**ATTEST:**

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

\_\_\_\_\_  
Susan Saunders, Campbell County Clerk

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

The following page(s) contain the backup material for Agenda Item: [9:55 SLIB Reimbursement Agreement, CARES Act](#)

\*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.

STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD

**Reimbursement Agreement**

1. **Parties.** The parties to this Reimbursement Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, Campbell County (Grantee), whose address is: 500 S. Gillette Avenue, Ste. 1100, Gillette, WY 82716
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI shall disburse federal funds (Relief Funds) pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and 2020 Spec. Session 1, SEA No. 001, Section 2(b)(ii), (iii) and (x). OSLI is disbursing Relief Funds to reimburse expenditures approved by the State Loan and Investment Board (SLIB) and the Attorney General’s Office pursuant to Chapter 39 of the SLIB’s rules.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the end of the period during which the Inspector General for the U.S. Department of the Treasury may audit the State for the distribution of Cares Funds.
4. **Payment.**
  - A. OSLI shall disburse Relief Funds to the Grantee to reimburse expenditures approved by the SLIB and the Attorney General’s Office. Total reimbursements under this Agreement shall not exceed Three Hundred Twenty Nine Thousand Five Hundred and 00/100 USD (\$329,500). Disbursements from OSLI shall be made in within thirty (30) days after submission of an invoice.
  - B. Should the reimbursement requested by the Grantee fail to comply with all federal and State laws, State rules, and the terms and conditions set forth in this Agreement, OSLI shall not disburse Relief Funds.
5. **Responsibilities of Grantee.** The Grantee agrees:
  - A. The Grantee shall request reimbursement only for expenses described in the application attached to and incorporated into this Agreement as Attachment A, and approved by the SLIB and the Attorney General’s Office.
  - B. The Grantee shall submit a request for reimbursement accompanied by invoices and supported by adequate proof that such obligations are due and owing and have

been incurred for expenses that are eligible pursuant to this Agreement, SLIB rules, and all relevant federal and State laws. Relief Funds shall not be spent for any other purpose or project.

- C. The Grantee shall establish and maintain sufficient internal controls to ensure that Relief Funds are spent in accordance with this Agreement, SLIB rules, and all State and federal laws.
- D. If OSLI or the Inspector General for the U.S. Department of the Treasury determines that any of the Relief Funds were not utilized for an eligible expense under the CARES Act, the Grantee shall repay such funds immediately to the SLIB. In the event the Grantee does not repay the grant funds, the obligation shall be booked as a debt of the Grantee owed to the State of Wyoming. The Grantee further agrees to provide OSLI, upon request, a full and complete accounting as to the use of the Relief Funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the OSLI within a reasonable time.
- E. OSLI, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the Grantee at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- F. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001 and all applicable state procurement laws.
- G. The Grantee understands that the Legislature approved the distribution of Relief Funds for the purpose of “combating COVID-19 in Wyoming[.]” 2020 Spec. Session 1, SEA No. 001, Section 1(b)(i). The Grantee agrees that it will not remove any equipment or other items purchased pursuant to this Agreement from the State of Wyoming. This provision shall survive the expiration of the term of this agreement identified in Section 3.

6. **Responsibilities of the Office.** OSLI agrees:

- A. To disburse Relief Funds only as needed to discharge expenses incurred by the Grantee before December 15, 2020 and approved by the SLIB and Attorney General’s Office.

7. **Special Provisions.**

- A. **Payroll Expenditures.** For all expenditures for payroll, the following terms shall apply:

- i. The Grantee shall designate either the presumption method or the pro rata method of calculating payroll expenditures. The Grantee shall use the same method for all employees and all requests for reimbursement.
  - ii. If the Grantee opts for the presumption method of calculating payroll, the Grantee shall provide to OSLI with its request for reimbursement:
    - a. A description of how the Grantee determined these employees spent more than 51% of their time “substantially dedicated to mitigating or responding to the COVID-19 public health emergency,” including a brief explanation of what duties/services the employees performed that were substantially dedicated to mitigating or responding to the public health emergency;
    - b. A certification that all requested payroll is for employees who spent 51% or more of their time substantially dedicated to responding to or mitigating the public health emergency; and
    - c. The supporting documentation for all payroll expenditures.
  - iii. If the Grantee opts for the pro rata method of calculating payroll, the Grantee shall provide to OSLI with its request for reimbursement:
    - a. A description of how the Grantee determined the amount of time the employee spent “substantially dedicated to mitigating or responding to the COVID-19 public health emergency”;
    - b. For broad categories of employees, an explanation of what duties/services the employees performed that were substantially dedicated to mitigating or responding to the public health emergency;
    - c. For pre-existing employees, a description of how those duties are substantially different than previous duties; and
    - d. The supporting documentation for all payroll expenditures.
  - iv. OSLI shall only disburse funds in compliance with the SLIB’s requirements on payroll expenditures.
- B. Construction Expenditures.** For all expenditures related to construction projects detailed in Attachment A, the following terms shall apply:
- i. Per the contingent approval by the SLIB, the Grantee shall require the

general contractor or each subcontractor for this Project to sign a bid containing a Completion Date Guarantee, attached to and incorporated into this Agreement as Attachment B. If the Grantee is unable to secure a bid with the Completion Date Guarantee, OSLI shall not disburse any funds related to construction projects.

- ii.** The Grantee shall include in the general contractor's contract either (1) the language of the Completion Date Guarantee, or (2) a provision requiring the general contractor to include the language of the Completion Date Guarantee in every subcontractor's contract. If the Grantee is unable to secure a contract satisfying this provision, OSLI shall not disburse any funds related to construction projects.
- iii.** As conditions for disbursing funds to the Grantee, the Grantee agrees:

  - a.** To make arrangements for appropriate professional supervision and management of the Project.
  - b.** To provide to the OSLI all project plans and specifications.
  - c.** To establish payment schedules providing that all work shall be completed prior to December 15, 2020.
  - d.** That OSLI is not responsible or liable for compliance with construction schedules or completion dates.
  - e.** That the Grantee shall be solely responsible for its compliance with all applicable state statutes, including but not limited to, state statutes regarding local preferences, procurement, accounting, and contractor retainage accounts.
  - f.** That OSLI is not responsible for construction supervision or management.
  - g.** To provide the OSLI with access to all information on all aspects of the project and make available for inspection such documents and reports on the progress of the work and on the results of tests of materials and workmanship or other information as may be requested by the OSLI.
  - h.** That in no event shall OSLI, SLIB, or the State of Wyoming be responsible for any project costs incurred after December 15, 2020.
- iv.** Prior to ordering a change to the project, the Grantee shall submit proposed changes to OSLI for review. OSLI shall have a minimum of five (5) business days to review the proposed change. Upon written approval of the OSLI, the Grantee shall execute an amendment or change order to affected

agreements. If the Grantee executes an amendment or change order without OS LI approval, OS LI reserves the right to withhold reimbursement for such a request until it is able to confirm the change complied with SLIB rules and all relevant federal and State laws. If the change does not comply with SLIB rules and all relevant federal and State laws, OS LI shall not disburse any funds for expenses related to the change.

**8. General Provisions.**

- A. Administration of Federal Funds.** The Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; the CARES Act; any additional requirements set forth by the federal funding agency; and all applicable regulations published in the Code of Federal Regulations.
- B. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed by all parties to this Agreement.
- C. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- D. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OS LI.
- E. Audit and Access to Records.** The Inspector General for the U.S. Department of the Treasury, OS LI, and their representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- F. Availability of Funds.** Each disbursement obligation under this Agreement 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, this Agreement may be terminated at the end of the period for which funds are available. OS LI shall notify the Grantee at the earliest possible time if this Agreement will or may be affected by a funding shortage. No penalty shall accrue to OS LI in the event this provision is exercised, and OS LI shall

not be obligated or liable for any future payments as a result of termination under this section.

- G. Compliance with Laws.** The Grantee understands that it may be subject to other audits or federal requirements in addition to those identified in this Agreement. The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement, consisting of nine (9) pages, Attachment A, consisting of fifteen (15) pages, and Attachment B, 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.
- I. Federal Audit Requirements.** The Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Grantee shall provide one (1) copy of the audit report to OSLI and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to OSLI's records.
- J. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely 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.
- K. Indemnification.**
- (i) If the Grantee is a private entity, the following provision applies: The Grantee shall release, indemnify, and hold harmless the State, the OSLI, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the Grantee's failure to perform any of their duties and obligations hereunder or in connection with the negligent performance of the Grantee's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the Grantee's negligence or other tortious conduct.

(ii) If the Grantee is a governmental or tribal entity, the following provision applies: 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.

**L. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee 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 Grantee or the Grantee's agents or employees as a result of this Agreement.

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

**N. 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.

**O. 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.

**P. Sovereign Immunity and Limitations.**

(i) If the Grantee is a private entity, the following provision applies: Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, OSLI, and SLIB expressly reserve sovereign immunity by entering into this Agreement specifically retain all immunities and defenses available to them as sovereigns. 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.

- (ii) If the Grantee is a tribal or governmental entity, the following provision applies: The State of Wyoming, OSLI, and SLIB do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to W.S. §1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- Q. 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.
- R. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- S. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- T. 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.
- U. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

**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.

**STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS:**

\_\_\_\_\_  
Jenifer Scoggin, Director

\_\_\_\_\_  
Date

**GRANTEE:**  
Campbell County

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Patrick Miller, Assistant Attorney General

\_\_\_\_\_  
Date