

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

JUNE 16, 2020

Due to the COVID-19 Pandemic crisis, there will be limited seating available in the Commissioners Chambers to allow for proper social distancing. Citizens are encouraged to submit public comment via email to boc@ccgov.net by Noon on June 15th and view the meeting on GPA Channel 192 or through the County website at www.ccgov.net.

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
-

PUBLIC COMMENT

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

OPEN GOVERNMENT

- C. 9:15 County Information

REGULAR BUSINESS

- | | | |
|----|---|---------------------------|
| D. | 9:20 Funding Request, Save the 4th of July Gillette Group | Joseph Terry |
| E. | 9:25 Second Amendment Sanctuary County Resolution | Carol Seeger |
| F. | 9:30 Certificate of State Aid, 2020 Aviation Encouragement | Shelly Besel |
| G. | 9:33 Certificate of State Aid, 2020 Marketing | Shelly Besel |
| H. | 9:35 JAG Supplemental Funding 2018 | Sheriff Matheny |
| I. | 9:40 Position Vacancy Justification, Detention Officer | Sheriff Matheny |
| J. | 9:45 Position Vacancy Justification, Deputy County Attorney | Kelly Wallem |
| K. | 9:50 Position Vacancy Justification, Custodian I | Bill Beastrom |
| L. | 9:55 Position Vacancy Justification, Maintenance Tech | Bill Beastrom |
| M. | 10:00 Coronavirus Emergency Supplemental Funding Program FY2020 | Beth Raab |
| N. | 10:05 FamCare Contract, Global Vision Technologies | Andrea Kramer/Phil Harvey |
| O. | 10:10 Contract to Provide Juvenile & Family Drug Court Services | Andrea Kramer |

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P. [10:15 Contract to Provide Adult Treatment Court Services](#) Chad Beeman

BREAK

REGULAR BUSINESS II

- Q. [10:25 Chapter 4 Rules Proposed Amendments](#) Jed Holder
- R. [10:35 Professional Services Contract, West EcoSystems Technology](#) Megan Nelms
- S. [10:40 Improvement Agreement & Letter of Credit, Ft. Union Industrial Park](#) Megan Nelms
- T. [10:45 District Support Grant, Little Thunder I&S](#) Kevin King
- U. [10:50 Balboa Peaks Software Agreements](#) Carol Seeger
- V. [10:55 Consulting Services Agreement, Waypoints Wyoming LLC](#) Carol Seeger
- W. [11:00 Resolution for Special Prosecution](#) Jenny Staeben
- X. [11:05 Urban Farming Lease Agreement, Westwood Property](#) Jenny Staeben
- Y. 11:10 Board Appointments, Childrens Developmental Services Board Carol Seeger
- Z. 11:12 Board Appointments, Corrections Board Carol Seeger
- AA. 11:16 Board Appointments, Parks & Recreation Board Carol Seeger
- BB. 11:18 Board Appointments, Planning Commission Carol Seeger
- CC. 11:20 Board Appointments, Public Health Board Carol Seeger
- DD. 11:22 Board Appointments, Public Land Board Carol Seeger
- EE. 11:24 Board Appointment, Public Library Board Carol Seeger
- FF. 11:26 Board Appointments, Rockpile Museum Board Carol Seeger
- GG. 11:28 Board Appointment, Senior Center Board Carol Seeger
- HH. 11:30 CARES Act Funding, CSBG Beth Raab
- II. 11:35 Adoption of Budget FY2020-21 Susan Saunders
- JJ. 11:40 Budget Amendments FY2020-21 Susan Saunders
- KK. 11:45 Budget Message FY2020-21 Carol Seeger

BOARD OF EQUALIZATION

LL. [12:00 Order Dismissal Appeals](#) Carol Seeger

ADJOURN

Consent Agenda

MINUTES

Board of Commissioners Directors Workshop, June 1, 2020
Board of Commissioners Regular Meeting, June 2, 2020

MONTHLY REPORTS

Clerk of District Court – May 2020
County Clerk – May 2020
Sheriff's Office, Detention Center – May 2020
Treasurer's Office – May 2020

PAYROLL PAYMENTS

May 30, 2020
May 31, 2020

CANCELLATION/REBATE OF TAXES

#4109 – 4114

EMERGENCY SICK LEAVE BANK REQUESTS

Request transfer of 64 hours from ESLB to Employee #676086
Request transfer of 60 hours from ESLB to Employee #617342
Request transfer of 60 hours from ESLB to Employee #548551

CATERING PERMITS

LINE ITEM TRANSFERS

Airport

Transfer \$20,000.00 from 751.6023 Fulltime-OT to 751.6022 Full-Time Regular
Transfer \$500.00 from 751.7323 Crash Fire Rescue to 751.6517.6 Crash Fire Rescue
Transfer \$742.00 from 751.6517.1 Plane, Train, Bus to 751.6517.2 General Supplies
Transfer \$1,904 from 751.6283 Meals & Lodging to 751.6748 Other Operating Supplies
Transfer \$1,000 from 751.6323 Water/Sewer Eng. to 751.6789 Fuel Farm Mn
Transfer \$500 from 751.6118 Satellite TV/Music to 751.6789 Fuel Farm Mn
Transfer \$281 from 751.6116 Garbage to 751.6789 Fuel Farm Mn
Transfer \$288 from 751.6052 Drug Testing Svc to 751.6763 Radio Equipment
Transfer \$500 from 751.6777.1 Terminal Mn to 751.6777.6 General Aviation Bldg.
Transfer \$500 from 751.6777.6 GA Bldg. Mn to 751.6777.1 Terminal Maintenance

Commissioners

Transfer \$1,850.92 from 012.6023 Fulltime – OT to 012.6022 Fulltime – Regular
Transfer \$1,254.28 from 013.6517.4 Travel & Transportation to 013.6517.2 Staff Development
Transfer \$770.56 from 013.6517.5 Meals & Lodging to 013.6517.2 Staff Development
Transfer \$259,723.83 from 013.6140 Legal to 013.6145 Consulting

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Transfer \$94.50 from 013.7539 Other Misc. to 013.7538.1 Advanced Energy Economy

Emergency Management

Transfer \$300.00 from 411.6517.4 Travel & Transportation to 411.6233 Computer Main Contracts

Transfer \$30.89 from 411.6517.4 Travel & Transportation to 411.6734 Response/Relief Supplies

Fleet

Transfer \$111.25 from 086.6532 Computer Supplies to 086.6531 General Supplies

Transfer \$160.00 from 086.6517.3 Conference/Seminar/Wrk to 086.6517.2 Staff Development

Museum

Transfer \$228.08 from 721.6948 Other Insurance to 721.6531 General Supplies

Transfer \$25.65 from 721.6517.2 Staff Development to 721.6531 General Supplies

Transfer \$125.00 from 721.6517.3 Conf/Seminar/Wrk. To 721.6531 General Supplies

Transfer \$435.56 from 721.6517.5 Meals and Lodging to 721.6531 General Supplies

Transfer \$307.77 from 721.6303 Meals and Lodging to 721.6531 General Supplies

Transfer \$1,500.00 from 721.6112 Electricity to 721.6092 Advertising

Parks & Recreation

Transfer \$3,500 from 7703.6024.302 Lifeguards to 7703.6024.314 Receptionists

Transfer \$3,000 from 7705.6024.302 Lifeguards & General Staff to 7705.6024.310 Facility Monitor

Public Works

Transfer \$836 from 083.7271.16 Pool Slide Repair to 083.7271.16 Service Rec Cen Dehumidifiers

Transfer \$1,438 from 083.7271.16 Pool Slide Repair to 083.7271.16 Replace Water Softener

OATH OF OFFICE

Dallas Lamb – Part-Time Assistant Public Defender for Campbell County, 6th Judicial District, Appointment by Governor Mark Gordon

OFFICIAL BOND AND OATH

Troy A. Collins – Los Caballos Service & Improvement District

HAND WARRANTS

CCCBT	\$210,309.52
	AMOUNT
CCEHBTA – Health	579,362.99
CCEHBTA – Dental	43,116.20
Delta Dental Plan of Wyoming	2,123.80
Campbell County Clerk Tax Account	20,803.06
Campbell County Treasurer – HSA/FLX	2,437.49
Campco Federal Credit Union	950.00

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Great West Trust Company	4,525.00
Campbell County Clerk Tax Account	307,379.99
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	42,884.59
Campco Federal Credit Union	276.01
Circuit Court of Campbell County	776.90
Great West Trust Company	35,606.66
Wyoming Child Support	1,688.38
WAG – Division of Criminal Investigation	30.00
First National Bank – Visa	1,500.00
Pearson Oil Co. Inc	26,431.22

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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
June 1, 2020
Gillette, WY

Directors Workshop

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

Present were Rusty Bell, Del Shelstad, DG Reardon, Bob Maul, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Brandy Elder, HR Director; Rick Mansur, Parks and Recreation Director; Kevin Geer, Parks Superintendent; Carol Seeger, Commissioners Administrative Director; Kevin Geis, Road and Bridge Director; Paul Wallem, Coroner; Kelly Wallem, Attorney's Senior Administrative Assistant and Jenny Staeben, Deputy County Attorney. Kevin King, Public Works Director, was present telephonically.

Discussion was held on the Donkey Creek pathway. It was the consensus of the Board to proceed but through an agreement.

Discussion was held on the upcoming FY 20/21 budget.

Carol Seeger discussed participating in a Health Care Study. The Board would like more information.

Discussion was held on tuition fees for Gillette Area Leadership Institute (GALI). It was the consensus of the Board to proceed with payment for tuition to GALI in the amount of \$1,200 per person, for two employees.

Discussion was held on the Baldrige Excellence Program. The Board decided not to proceed with the program at this time.

Carol Seeger provided updates on the opening of all classrooms at Campbell County Children's Developmental Services and the scheduling of Board of Equalization hearing dates.

Discussion was held on the Town of Wright clean up on June 26th and 27th. It was the consensus of the Board to allow for free dumping for the clean up.

Discussion was held on the possibility of obtaining bids for use of the County's property, known as the old Westwood property, as a commercial farmland garden.

Brandy Elder provided an update on the 2020 blood draw and discussed if it is necessary to extend the vacation limit that can be carried over, due to COVID-19. It was the consensus of the Board to decline to alter the current vacation policy capping carry over vacation to 250 hours. Brandy is going to check with Public Health on whether to have a County employee picnic.

Kevin Geis provided an update on dust control, CMAQ, and on the North Garner Lake Road

project.

Kevin King provided project updates on Landfill 1 and 2 Remediations, HR office remodel, Detention Center roof, ACPIC and the Southern Campbell County Road project.

Discussion was held on possible 1% funding for the Salvation Army and a Veteran's membership at Area 59. It was the consensus of the Board to fund the Salvation Army \$12,000 and to assist with Veteran's membership, at Area 59, with funding of \$5,000.

A workshop was held with Ivy McGowan-Castleberry, Public Information Coordinator and Dana Miller-Eiland and Curtis Burdette with Energy Capital Economic Development.

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

There being no further business to come before the Commissioners, the meeting was adjourned at 4:00 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
June 2, 2020
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, June 2, 2020. Chairman Reardon called the meeting to order at 9:00 AM. Pastor Lyn Davenport 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; Jenny Staeben, Deputy County Attorney and Carol Seeger, Commissioners Administrative Director.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Directors Workshop, May 18, 2020

Board of Commissioners Regular Meeting, May 19, 2020

PAYROLL PAYMENTS:

May 16, 2020

CANCELLATION/REBATE OF TAXES:

#4100-4108

LINE ITEM TRANSFERS:

Extension Office - Transfer \$101.54 from 105.6281 Automobile to 105.7488 Program Support; transfer \$63.50 from 105.6283 Meals and Lodging to 105.7488 Program Support; transfer \$388.80 from 105.6517.5 Meals and Lodging to 105.7488 Program Support; transfer \$271.92 from 102.6281 Automobile to 102.7342 Program Support; transfer \$557.54 from 102.6283 Meals and Lodging to 102.7342 Program Support; transfer \$149.57 from 103.6281 Automobile to 103.7343 Program Support; transfer \$170.23 from 103.6283 Meals and Lodging to 103.7343 Program Support; transfer \$170.00 from 103.6517.4 Travel & Transportation to 103.7343 Program Support; transfer \$171.51 from 103.6517.5 Meals and Lodging to 103.7343 Program Support; transfer \$195.00 from 106.6517.4 Travel & Transportation to 106.6517.3 Conference, Seminar; transfer \$302.50 from 106.6517.4 Travel & Transportation to 106.7488 Program Support

Museum - Transfer \$168.40 from 721.6112 Electricity to 721.6762 Off. Furn. & Equipment; transfer \$1,132.20 from 721.6517.4 Travel & Transp. to 721.6092 Advertising; transfer \$500.00 from 721.6301 Automobile to 721.6666 Janitorial Supplies

Parks & Recreation - Transfer \$3,300 from 7710.6023 Full-Time OT to 7701.6023 Full-Time OT; transfer \$815 from 7710.6112 Electricity to 7710.6677 Grease; transfer \$680 from 7710.6703 Seed and Sod to 7710.6700 Golf Course Accessories; transfer \$1,365 from 7710.6963 Equipment Rental to 7710.6970 Port-O-Johns; transfer \$150 from 7710.6517.5 Meals and Lodging to 7710.6517.2 Staff Development; transfer \$6,500 from 7701.6114 Propane/Natural Gas to 7710.6102 Association Dues and Fees; transfer \$1,000 from 7704.6687 Landscaping Supply to 7704.6752 Tires & Chains; transfer \$1,300 from 7704.6687 Landscaping Supply to 7704.6754 Lubricants

Road & Bridge - Transfer \$30,000 from 141.6752 Tires and Chains to 141.6751 Vehicle Parts (not Capital); transfer \$11,000 from 141.6891 Road Materials to 141.6111 Electricity, Water & Sewer; transfer \$1,000 from 141.6517.1 Tuition & Fees to 141.6052 Postage, Freight

POSITION VACANCY JUSTIFICATIONS:

CAM-PLEX – Administrative Assistant II; CAM-PLEX – Event Custodian;
Library Board – Library Page

HAND WARRANTS:

Circuit Court of Campbell County	\$55.00
Campbell County Sheriff Civil Account	50.00
State of Wyoming – Department of Revenue & Taxation	102.87
Campbell County Clerk Tax Account	309,026.71
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – FLX/HSA	43,563.59
Campco Federal Credit Union	276.01
Circuit Court of Campbell County	799.83
Great West Trust Company	36,541.66
Wyoming Child Support	1,688.38

Commissioner Bell moved to approve all items on the Consent Agenda as presented.
Commissioner Maul seconded the motion. All Voted-Aye. Carried.

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

ABC Clio	CCPL-Main Branch	\$3,160.00
Absolute Auto	P & R-Parks	257.00
AccuVax	Capital Outlay-Health Nurse	38,500.00
Action Entertainment	Fair-General Admin	1,800.00
Action Lock and Key	Various Departments	163.63
AdBay Com	Various Departments	400.00
Advance Auto Parts	Various Departments	39.61
Air Tech Heating	Sheriff-Jail Facility	624.60
Albertsons Sheriff	County Sheriff	84.37
Alldata	CCPL-Main Branch	1,500.00
AlSCO	Landfill	777.51
Amazon Courthouse	Various Departments	432.04
Amazon Library	Various Departments	779.04
American Family Life	Campbell County General Fund	103.02
American Library Order	Various Departments	124.79
American Millennium	Commissioner's-Gen Cnty Costs	51.40
American Shooters	County Sheriff	1,556.00
American State Local	Rockpile Museum - Gen Admin	210.00
American Welding	Sheriff-Jail Facility	98.49
Architectural Spec	Maintenance/Custodial	549.24
Arete Design Group	Various Departments	7,479.47
Armco Trane Serv	Sheriff-Jail Facility	1,915.54
Arrow Printing Graphics	Various Departments	1,303.45
ATT Airport	Northeast Wyoming Regional	208.89
ATT Assessor	County Assessor	101.15

ATT Children's Devel	Children's Dev Svc-Spec Ed	594.95
ATT Emergency Mgmt	Emergency Management	84.85
ATT Park Recreation	Various Departments	97.38
AutoZone	County Sheriff	49.02
AVP Consulting	Publ Work Capital Construction	676.58
Axis Forensic Toxicology	County Coroner	717.00
Background Invest	P & R-Recreational Division	24.95
Badger State Recover	Children's Dev Svc-Spec Ed	254.25
Bailey Jr., Ernest G.	Juvenile Drug Court Grants	80.00
Barcodes	County Clerk	274.85
Barney Graham	Commissioner's-Gen Cnty Costs	450.00
Basin Radio Network	Various Departments	1,029.75
Bears Naturally	County Sheriff	28.07
Besel, Shelly R.	Northeast Wyoming Regional	98.90
Big Horn Tire	Various Departments	23,139.36
Bighorn Design Studio	Human Resources	620.00
Bighorn Hydraulics	Various Departments	97.94
Bighorn Mtn Radio	Various Departments	95.00
Black Hills Energy	Various Departments	30,745.70
Black Hills Pioneer	Various Departments	716.50
Blackstone Audio	CCPL-Main Branch	135.98
Bloedorn Lumber	Various Departments	375.39
Bob Barker Company	Various Departments	1,404.03
Bomgaars	Various Departments	830.10
Boot Barn	Human Resources	264.98
Border States Elec	Maintenance/Custodial	579.00
Box N Ranch Rd I&S	1% Optional Sales Tax Fund	2,235.75
Boys Girls Club	1% Optional Sales Tax Fund	1,941.80
Breanna's Bakery	Human Resources	24.00
Brown, Dennis Allen	County Sheriff	51.00
Brownells	County Sheriff	532.28
Brunsen I&S Dist	1% Optional Sales Tax Fund	1,291.81
Buffalo Bulletin	Various Departments	429.00
Buffalo Porta Potty	Road & Bridge	125.00
Buggy Bath Car Wash	County Sheriff	224.00
Burns McDonnell Engineering	Various Departments	39,063.47
Capitol Int'l Productions	Fair-General Admin	2,500.00
Cash WA Distributing	Sheriff-Jail Facility	520.34
Casper Natrona Airport	Northeast Wyoming Regional	1,500.00
CBH Co-Op	Various Departments	184.13
CC Chamber of Commerce	Rockpile Museum - Gen Admin	775.00
CC Dist Court Revolving Witness	State & Fed Mandated Costs	957.71
CC Fire Dept	1% Municipal Sales Tax Fund	200.00

CC Health Misc	Various Departments	919.00
CC Healthcare Foundation	1% Optional Sales Tax Fund	5,000.00
CC Predatory Animal	1% Optional Sales Tax Fund	6,354.51
CC Public Land Brd	1% Municipal Sales Tax Fund	305,462.99
CC School Dist Coop	Various Departments	2,732.73
CC Senior Center	1% Optional Sales Tax Fund	34,334.00
CC Sheriff's Office	1% Optional Sales Tax Fund	402,679.35
CC Weed Pest	Landfill	256.05
CDW Government	Various Departments	23,483.52
CenturyLink Long Dis	Information Technology Service	1,050.56
CenturyLink Phone	Various Departments	15,938.00
Certified Lab	Road & Bridge	220.80
Charter Comm Cable	Various Departments	1,646.41
Christmas Lights	P & R-Parks	1,883.16
City Gillette Bldng Inspection	Maintenance/Custodial	100.00
City Gillette Misc	Various Departments	3,985.00
City Gillette Utilities	Various Departments	74,410.60
Civil Air Patrol	Various Departments	395.00
Climb Wyoming	1% Optional Sales Tax Fund	886.54
CNA Surety	Various Departments	1,058.60
Cole Sports	P & R-Recreational Division	1,224.00
Collins Communication	Various Departments	1,120.95
Colorado Golf & Turf	P & R-Bell Nob Golf Course	439.04
Communication Brief	CCPL-Main Branch	127.00
Communication Tech	Fleet Sales Tax Funds	3,036.00
Contractors Supply	Various Departments	6,116.17
Cooper, E. Gayle	District Court	159.26
Council Community Svc	Various Departments	12,022.73
Counseling Connect	Various Departments	4,675.00
CPS Distributors	P & R-Parks	45.74
Creative Product	Emergency Management	315.44
Crescent Electric	Maintenance/Custodial	748.82
Crum Electric Supply	Various Departments	3,600.86
Cummins Sales Svc	Road & Bridge	693.48
Cunningham, Michelle L.	State & Fed Mandated Costs	802.75
Custom Cage Missouri	Fleet Sales Tax Funds	1,210.00
Day Law	State & Fed Mandated Costs	2,000.00
Dell Marketing LP	Various Departments	11,399.93
Demco	Various Departments	2,313.72
Denver Industrial	Road & Bridge	23,814.00
Dermatec Direct	Sheriff-Jail Facility	1,191.99
Desert Mountain	CMAQ	64,895.46
Design Construction	Publ Work Capital Construction	4,815.00

Dexters Automotive	County Sheriff	85.00
Discount School	Library-General Administration	224.17
DMC Wear Parts	Road & Bridge	7,190.00
Doctor Noize	CCPL-Main Branch	1,000.00
Donald Nash Entertainment	Fair-General Admin	300.00
Douglas Budget	Various Departments	520.00
DRM	Publ Work Capital Construction	69,243.45
Dru Consulting	Commissioner's-Gen Cnty Costs	1,380.00
Duluth Trading Co	Various Departments	681.67
Dustbusters	Publ Work Capital Construction	26,890.77
Dynamic Brands	P & R-Bell Nob Golf Course	826.75
Earth Works	1% Optional Sales Tax Fund	13,000.00
EDMO Distributors	Northeast Wyoming Regional	681.15
Edwards, Charlene R.	County Attorney	175.00
Election Systems	County Elections	216.52
Elm USA	Library-General Administration	243.95
Employment Testing	Various Departments	847.00
Energy Capital Economic Dev	1% Optional Sales Tax Fund	32,500.00
Energy Chain and Sling	Maintenance/Custodial	391.20
Energy Wash Systems	Extension Department	10.00
Equitable Life	Campbell County General Fund	37.25
Ewing, Dianna H.	State & Fed Mandated Costs	529.75
Espresso Lube	County Sheriff	1,022.91
Fairbanks Scales	Landfill	3,450.30
Family Health	Sheriff-Jail Facility	3,417.00
Farmer Bros Co	Various Departments	919.40
Fastenal Company	Various Departments	413.45
Federal Express Corp	Various Departments	50.28
FIB Mstrcrd Airport	Various Departments	7,506.79
FIB Mstrcrd Library	Various Departments	1,217.00
FIB Mstrcrd Park Rec	Various Departments	1,494.92
First Natl Bank Gillette	Various Departments	37,527.21
First Natl Bank Visa	Various Departments	18,758.97
Fleetpride	Landfill	884.69
Floyds Truck Center	Various Departments	7,073.49
Forensic Medicine	County Coroner	2,000.00
Fry, Kimberly D.	Various Departments	366.34
Furman, Craig M.	County Sheriff	150.00
Gale Cengage Learn	CCPL-Main Branch	351.95
Galls	County Sheriff	850.00
Game Informer	CCPL-Main Branch	14.98
Games Galore Party	Fair-General Admin	3,500.00
Gillette Abuse Refuge	Various Departments	10,083.98

Gillette American Legion Bball	1% Optional Sales Tax Fund	5,000.00
Gillette Babe Ruth	1% Optional Sales Tax Fund	3,000.00
Gillette Printing	Various Departments	9,838.10
Gillette Reproductive Hlth	CSBG	1,150.00
Gillette Steel	Various Departments	939.10
Gillette Winsupply	Various Departments	18,951.01
Git R Done Site Svc	P & R-Bell Nob Golf Course	1,112.00
Gladstone	Fair-General Admin	1,999.00
Global Heat Transfer	Road & Bridge	303.45
Goff, Susan A	Human Resources	317.40
GCSSA	P & R-Bell Nob Golf Course	400.00
Govens Farm Ranch	Sheriff-Jail Facility	279.30
Greasewood Water	Road & Bridge	1,723.70
Grimms Pump Industrial	1% Optional Sales Tax Fund	12,328.13
Haggerty's Music	1% Optional Sales Tax Fund	8,159.73
Hakert, Richard J.	Road & Bridge	3,712.80
Hansen, Connie K.	Women, Infant and Child	198.95
Harris Public Health	County Health Nurse	295.00
Hatcher, Jamie A.	Sheriff-Jail Facility	100.00
Hawkins	Various Departments	2,861.50
Heartland Paper	Sheriff-Jail Facility	189.81
Heartland Tanning	P & R-Recreational Division	200.93
Henning, Robert A.	Rockpile Museum - Gen Admin	12.02
Herman, Jonathan M.	Sheriff-Jail Facility	300.00
HGTV Magazine	CCPL-Main Branch	20.00
High Glass Window	Maintenance/Custodial	3,494.00
Homax Oil Sales	Road & Bridge	2,653.22
Home Depot Mtc	Maintenance/Custodial	503.85
Home Depot Parks Rec	Various Departments	1,156.98
Home Depot Sheriff	Sheriff-Jail Facility	84.28
Home Fire Foods	Prevention Management Org	480.00
Hon Company	Children's Dev Svc-Gen Admin	416.24
Hopperdisposal Inc	1% Optional Sales Tax Fund	16,000.00
Horning Horning McGrath	State & Fed Mandated Costs	76.60
Hub International	County Sheriff	100.00
IBM	Information Technology Service	17,800.45
Inland Truck Parts	Various Departments	6,091.55
Interstate Batteries	Various Departments	969.60
IT Outlet	Information Technology Service	3,950.00
James Tire Service	P & R-Parks	129.18
Jim's Heating AC	Various Departments	3,343.70
Johnson, Miranda M.	Children's Dev Svc-Spec Ed	200.00
K Two Technologies	Children's Dev-Early Head Start	7,319.56

Kanopy	CCPL-Main Branch	104.00
Kapinus, Stefanie K.	District Court	12.00
Keyhole Broadcasting	Various Departments	810.00
Kimball Midwest	Road & Bridge	1,107.78
Kissack, Taylor L.	Children's Dev Svc-Preschool	15.84
Knecht Home Center	P & R-Parks	95.76
Kronos	Capital Outlay-ITS	2,628.00
KSLT KLMP KTPT	Various Departments	300.00
Kuhbacher Trucking	1% Optional Sales Tax Fund	2,402.50
KYDT Radio	Various Departments	300.00
L J Motor Repair	Maintenance/Custodial	60.00
Lakeshore Learning	Library-General Administration	604.82
Langone, Anthony S.	Fleet Department	97.00
Law Office of Curt Todd	County Attorney	350.00
Lawriter	County Law Library	750.00
Leapfrog Entertain	Fair-General Admin	250.00
Lesley, Douglas	State & Fed Mandated Costs	287.50
Liberty Mutual	Human Resources	426.48
Light O Rama	P & R-Parks	227.56
Lightning Lube	County Sheriff	136.00
Line Finders	Road & Bridge	2,025.00
Lowe Roofing	Publ Work Capital Construction	80,981.10
Lubnau Law Office	State & Fed Mandated Costs	1,544.25
Lundell, Jay D.	Northeast Wyoming Regional	106.38
Lynns Auto Repair	County Sheriff	2,887.20
M G Oil	Various Departments	15,450.68
Mathews, Nathan A.	Sheriff-Jail Facility	300.00
Maxi Sweep	P & R-Recreational Division	462.88
MMSGs	Various Departments	1,229.88
Meadow Gold Dairy	Children's Dev Svc-Preschool	470.90
Means First Ext W&S	Road & Bridge	252.20
Medical Arts Lab	Sheriff-Jail Facility	1,536.00
Mellott, Levi G.	County Sheriff	51.50
Menards Airport	Northeast Wyoming Regional	53.82
Menards Extension	Extension Department	722.98
Menards Fleet	Fleet Department	53.96
Menards Landfill	Landfill	49.85
Menards Maintenance	Maintenance/Custodial	1,808.71
Menards Park Rec	Various Departments	244.52
Menards Public Works	Public Works	14.99
Menards Road Bridge	Road & Bridge	63.95
Menards Sheriff	Sheriff-Jail Facility	269.16
Merck Sharp Dohme	County Health Nurse	1,328.93

Midland Implement Co	Various Departments	2,790.35
Midwest Connect	Library-General Administration	288.00
Midwest Tapes	CCPL-Main Branch	767.86
Mill Street Entertainment	Fair-General Admin	2,500.00
Miners News	Various Departments	175.00
MJG Technologies	1% Optional Sales Tax Fund	700.52
Morgan, Tobey J.	County Sheriff	250.00
Morrison Maierle	Various Departments	51,844.15
Motor Power Casper	Road & Bridge	59.37
Motorola Solutions	Commissioner's-Gen Cnty Costs	3,582.17
Mullinax	Road & Bridge	162,239.50
Naramore, James J Md	Sheriff-Jail Facility	1,000.00
National Co County Hlth	County Health Nurse	230.00
National Tactical	County Sheriff	450.00
Nelson Auto Glass	Various Departments	1,293.46
New Vision Auto Body	Fleet Sales Tax Funds	599.97
News Record	Various Departments	9,028.99
Norchem Drug Test	Various Departments	2,237.30
Norco	Various Departments	2,889.04
North Star Lighting	Various Departments	7,650.00
Northeast WY Economic Dev	Commissioner's-Gen Cnty Costs	5,000.00
Northern Tool Equip	Landfill	899.00
Norton Construction	Publ Work Capital Construction	14,379.00
OAG Flightview	Various Departments	476.92
Octane Garage	Various Departments	3,990.06
O'Day Equipment	P & R-Bell Nob Golf Course	61.58
Office Depot	Various Departments	12,330.65
Office Shop	Various Departments	1,436.50
Optum Bank	Human Resources	1,707.50
O'Reilly Auto Parts	County Sheriff	171.10
Oriental Trading Co	Library-General Administration	287.18
Outliers Creative	Fair-General Admin	3,850.00
Overdrive	Various Departments	11,177.15
Overhead Door Co	Various Departments	304.34
Oxygen	CCPL-Main Branch	19.99
Pacific Steel Recycle	Road & Bridge	1,864.31
Paintbrush Services	Various Departments	655.00
Papa John's Pizza	P & R-Ice Skating	68.43
Peaks Prairies Golf	P & R-Bell Nob Golf Course	130.00
Pearson Oil Co.	Commissioner's-Gen Cnty Costs	11,829.68
Penny Newman Grain	Publ Work Capital Construction	45,413.05
Penworthy Company	CCPL-Main Branch	445.57
Pepsi of Gillette	Fair-General Admin	27.00

Personal Frontiers	Various Departments	19,875.20
Pete Lien Sons	Road & Bridge	978.13
Peterbilt of Wyoming	Road & Bridge	908.49
PFM Asset Management	Commissioner's-Gen Cnty Costs	9,218.65
PharmChem	Sheriff-24/7	1,827.20
Pineview I&S District	1% Optional Sales Tax Fund	205.54
Pizza Hut	Various Departments	176.26
Plains Tire Battery	County Sheriff	1,028.50
PMCH	Payments In Lieu of Taxes Fund	20,800.00
Post and Associates	Sheriff-Jail Facility	800.00
Powder River Construction	Various Departments	1,175.00
Powder River Energy Utilities	Various Departments	18,461.22
Powder River Exam	Various Departments	120.00
Powder River Heating	Various Departments	2,935.05
Powder River Worksafe	Human Resources	480.00
Prairieview Champion I&S	1% Optional Sales Tax Fund	1,800.00
Prestige Flag	P & R-Bell Nob Golf Course	284.90
ProForce Law Enforcement	County Sheriff	2,010.00
Project Works	Road & Bridge	128.10
Publishers Prime	Various Departments	1,724.33
Purvis Industries	Various Departments	809.32
Push Pedal Pull	P & R-Recreational Division	4,059.43
Qdoba Mexican Grill	Commissioner's Executive	235.00
Quick Lube One	Fleet Department	454.43
R B Tire	County Sheriff	88.20
R R Products	P & R-Bell Nob Golf Course	611.05
Rain Locker Car Wash	Various Departments	141.80
Ram Computer Supply	County Clerk	399.39
Rapid Fire Protect	Maintenance/Custodial	670.00
Razor City Rental	Various Departments	65.73
READSquared	CCPL-Main Branch	745.00
Record Supply	Various Departments	2,939.26
Recreation Supply	P & R-Recreational Division	450.33
Rhode Island Novelty	CCPL-Main Branch	142.00
Robinson, Celeste Renee	Various Departments	536.19
Rocky Mtn Business	Various Departments	1,249.16
Rocky Mtn Discount	County Sheriff	179.70
S S Builders	Various Departments	333,112.59
Sanofi Pasteur	County Health Nurse	728.71
Sarnafil Services	Publ Work Capital Construction	500.00
Schutz Foss Architect	Publ Work Capital Construction	103,258.00
Second Chance Ministries	1% Optional Sales Tax Fund	757.13
Sentinel Offender	Various Departments	347.14

Servall Uniform	Road & Bridge	800.13
Sherwin Williams	P & R-Ice Skating	183.99
SHI International	Payments In Lieu of Taxes Fund	7,483.83
Simplot Partners	P & R-Bell Nob Golf Course	720.00
Simpsons Printing	Various Departments	2,190.00
Sitech Wyoming	Landfill	532.14
Skaggs Companies	County Sheriff	41.00
Smart Start	Adult Drug Court	60.00
Snow Crest Chemicals	Various Departments	1,190.00
Source Office Tech	Various Departments	7,863.62
Sowada, Felix	State & Fed Mandated Costs	825.00
Special Electronics	Fair-General Admin	2,861.85
Sprint Acquatics	P & R-Recreational Division	423.88
Steam Sauna	Maintenance/Custodial	1,033.60
Stotz Equipment	P & R-Parks	56.21
Strack Inc	County Sheriff	2,320.33
Strohman Enterprise	County Sheriff	319.99
Structural Dynamics	Publ Work Capital Construction	13,218.29
Stulken Law	State & Fed Mandated Costs	650.00
Successories	Human Resources	503.94
Summit Food Services	Sheriff-Jail Facility	38,219.95
Sundance Times	Various Departments	325.00
Sunshine Custom Pain	Human Resources	1,000.00
Sylvestri Custom	Prevention Management Org	2,400.00
Sysco Food Services	Children's Dev Svc-Preschool	3,034.19
Technical Explications	Information Technology Service	1,250.00
Temperature Tech	Human Resources	404.00
The Grease Barrel	Various Departments	322.49
Thomson Reuters West	County Attorney	711.01
Thunder Basin Ford	P & R-Parks	88.76
Thyssenkrupp Elevator	Maintenance/Custodial	475.86
Titan Machinery	Various Departments	1,907.33
Trebron Company	Information Technology Service	9,857.00
Tru Tech Products	Various Departments	33.22
True West Publishing	Rockpile Museum - Gen Admin	475.00
Two Guys Deco	Various Departments	23,214.07
Tyler Tech	Various Departments	26,971.00
U S Post Assessor	County Assessor	120.00
U S Post Treasurer	County Treasurer	120.00
Uline	Library-General Administration	1,242.18
United Central Industrial	P & R-Parks	41.97
United Parcel Service	County Sheriff	18.43
Universal Athletic	Various Departments	6,848.00

Urbin Law Office	State & Fed Mandated Costs	7,851.52
USA Today	CCPL-Main Branch	329.63
Verizon ADC	Adult Drug Court	104.04
Verizon Attorney	County Attorney	31.95
Verizon Emerg Mgmt	Emergency Management	38.52
Verizon Juvenile Prob	Various Departments	208.08
Verizon Public Hlth	County Health Nurse	271.68
Verizon Public Works	Various Departments	647.37
Verizon Sheriff	Various Departments	3,015.91
Veto Enterprises	Fleet Sales Tax Funds	9,137.95
Visionary Broadband	Various Departments	5,777.18
Visitation Advocacy	1% Optional Sales Tax Fund	5,261.39
Vista Leasing Co	Various Departments	6,479.30
Vital Records Holdings	Various Departments	93.65
Walker Funeral Home	County Health Officer	1,700.00
Walmart Children Dev	Various Departments	50.20
Walmart Landfill	Landfill	39.19
Walmart Library	CCPL-Main Branch	9.27
Walmart Parks and Rec	Various Departments	117.74
Walmart Public Works	Public Works	57.84
Walmart Sheriff	County Sheriff	189.00
Walmart Treasurer	County Treasurer	100.02
Warne Chem Equip	P & R-Parks	54.10
Waste Connections	Various Departments	2,889.91
Water Guy	Northeast Wyoming Regional	920.00
Waypoints Wyoming	Commissioner's-Gen Cnty Costs	2,585.00
Wesco Distribution	Various Departments	21,219.77
Western Stationers	Extension Department	451.05
Western Waste Solutions	Various Departments	1,160.92
Weston Co Gazette	Various Departments	60.00
Westwood Pharmacy	Sheriff-Jail Facility	3,718.23
WEX	Fleet Department	114.44
Whites Energy Motors	Various Departments	5,994.98
Whites Frontier Motors	Various Departments	1,182.12
Winland Car Wash	Maintenance/Custodial	23.96
Wolters Kluwer	Various Departments	1,468.44
Work Warehouse	Human Resources	431.68
Wright Water Sewer	Various Departments	494.00
WY Dept Health	Various Departments	787.00
WY Dept Transport	Commissioner's-Gen Cnty Costs	170,294.62
WY Enterprise Tech	County Treasurer	25.02
WY Retirement Life	Campbell County General Fund	576.00
WY Retirement System	Campbell County General Fund	437,925.56

WY Secretary State	Various Departments	130.00
WY State Library	Library-General Administration	633.00
WY State Vet Lab	County Health Officer	6.57
Wyoming Livestock	CCPL-Main Branch	43.00
Wyoming Machinery	Various Departments	13,535.62
Wyoming Marine	P & R-Parks	177.40
Wyoming Rents	Maintenance/Custodial	176.00
Wyoming Water Solutions	Various Departments	828.80
Yellowjacket Construction	Publ Work Capital Construction	1,420.00
Youth Emergency Services	Various Departments	27,450.00
Zoom Video	Children's Dev Svc-Spec Ed	3,198.40

The following are the claims for Part-Time Employees summarized by department for May 2020: Commissioners, \$667.50; Clerk, 5,797.36; Treasurer, 166.25; Sheriff, 15,275.09; Coroner, 2,020.00; Public Works, 3,367.75; Extension, 3,201.00; District Clerk of Court, 1,559.62; Museum, 594.00; Public Health, 10,800.89; Public Works-Custodians, 5,039.28; Children's Center, 8,477.10; Library, 73,275.54; Fair, 2,266.25; Parks & Recreation, 109,995.93

Public Comment was provided by Julie Price Carroll, Vickie Haynes and Bill Fortner.

Commissioner Bell recognized Matt Walker, Tom Ford, Jeff Gray for trash clean up in the community.

Chairman Reardon asked people to watch for vandalism.

Commissioner Shelstad presented Tom Seamans with a challenge coin.

Commissioner Maul moved to approve the Resolution for Amendment of the Cam-Plex Special Events Account, as presented and recommended by the Campbell County Public Land Board. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the submission of an application from the Campbell County Sheriff's Office to the U.S. Department of Justice, Bureau of Justice Assistance to participate in the FY 2020 Bulletproof Vest Partnership for reimbursement of up to fifty percent for the purchase of body armor/bulletproof vests, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the submission of the Airport Aviation Encouragement Grant Application to the Wyoming Department of Transportation, Aeronautics Division for costs associated with the Commemorative Air Force, Legends of Victory Tour at the Northeast Wyoming Regional Airport in a total amount not to exceed \$2,500, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the submission of the Airport Marketing Grant Application to the Wyoming Department of Transportation, Aeronautics Division for costs associated with marketing and promotion for the Northeast Wyoming Regional Airport in a total

amount not to exceed \$66,400, with \$33,200 in local match, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Contract between Campbell County and the Wyoming Department of Health, Behavioral Health Division, on behalf of Children's Developmental Services to provide special education and related services to children ages three through five years of age with disabilities, in an amount not to exceed \$2,011,478.40 from July 1, 2020 to June 30, 2021, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Contract between Campbell County and the Wyoming Department of Health, Behavioral Health Division, on behalf of Children's Developmental Services to provide early intervention to children ages birth through two years of age and their families, in an amount not to exceed \$856,771.24 from July 1, 2020 to June 30, 2021, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Individualized Safety Incentive Program, as presented and recommended by the Safety Committee and the Human Resources/Risk Management Office. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the request for additional funding to support Title 25 Detentions in the amount of \$130,000, for Fiscal Year 2019-2020, from operational contingency, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the submission of the Assistance for Coal Communities Funding Application to the U.S. Economic Development Administration for the Carbon Valley Global Marketing Campaign, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the summary of the Proposed FY2020-2021 Budget for publication as presented and schedule a public hearing on June 15, 2020, at 6:00 PM, as required by W.S. 16-4-109. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Jim Ford provided an update on the Carbon Valley Initiative.

A workshop was held with Jeff Esposito, CAM-PLEX Manager, on the possibility of hosting National High School Finals Rodeo. The Board supported the CAM-PLEX in pursuing this.

Commissioner Shelstad left the meeting at 11:35 A.M.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 11:45 AM. The next regular meeting of the Commissioners will be held Tuesday, June 16, 2020, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, Clerk
Board of County Commissioners

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

COUNTY CLERK
MONTHLY STATEMENT
MAY 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

6-2-20
48851

COUNTY CLERK'S MONTHLY STATEMENT

Statement of the collections of Susan F. Saunders as Campbell County Clerk within and for the County of Campbell, State of Wyoming, for the month ending MAY 31, 2020 and filed with the County Clerk for presentation to the Board of County Commissioners of said County as required by Wyoming Statute 18-3-814.

Recording Fees	25,497.00
Marriage Licenses.....	960.00
Chattel Mortgages.....	12,723.00
Certificates of Titles.....	32,295.00
Miscellaneous Receipts.....	5,362.10
Interest.....	0
Refunds.....	830.70
TOTAL	77,667.80

Info for Treasurer's Office

WY Titles	<u>2,153</u>	@ \$15.00	=	<u>32,295.00</u>
SO Vins	<u>150</u>	@ \$10.00	=	<u>1,500.00</u>
PD Vins	<u>241</u>	@ \$10.00	=	<u>2,410.00</u>
GF Vins	<u>11</u>	@ \$10.00	=	<u>110.00</u>
HP Vins	<u>0</u>	@ \$10.00	=	<u>0</u>

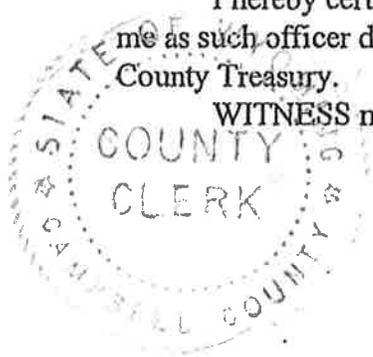
STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

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

WITNESS my hand and seal the 1ST day of JUNE, 2020

Susan F. Saunders, Campbell County Clerk

BY: *Jean L. Carnier*, Deputy



SHERIFF'S OFFICE - DETENTION CENTER
MONTHLY STATEMENT
MAY 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 **May 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.

COUNTY SHERIFF

Split Medical	\$296.25
Split Sentence	\$7,320.00
10 Day Housing	\$1,885.00
Juvenile Housing	\$5,235.00
24/7 Program	\$326.00
Medical Reimbursement	\$938.28
Restitution	\$137.50
U.S. Marshal Housing	\$3,575.00
U.S. Marshal Transports	\$233.75
Juvenile Housing	\$7,725.00
Bureau of Prisons Housing	\$455.00
TOTAL	\$28,126.78

*****Direct Deposit*****

STATE OF WYOMING
 COUNTY OF CAMPBELL

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

Date: 6/3/20

Scott D. Matheny
 Campbell County Sheriff

Monthly Statement
Clerk of District Court
May 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 STATEMENT

Statement of the Earnings or Collections of Cheryl Chitwood as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending May, 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	\$	4,780.00
Probate Fees	4-041-0000	\$	1,085.00
Fines	5-001-0000	\$	30,436.82
Jury Fees	4-044-0000	\$	750.00
Miscellaneous Fees	4-043-0000	\$	2,346.05

Total Earnings

\$ 39,397.87

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 5th day of June, 2020.



Cheryl Chitwood, Clerk

FISCAL YEAR 2019-2020

May 31, 2020

FIB	353153976	39,405.23
FNB	007-8	14,361,496.39
ACH	308-5	139.00
FNB CCSD	086-8	771,176.17
FNB Flex	568-1	16,934.27
FNB Flex Interest	568-1	5.90
FNB Health Benefits	315-8	1,464,234.27
FNB Special Escrow	74-4	10,611,457.97
FNB Airport PFC Account	133-3	227,391.06
FNB Library Credit Card Fees	862-1	1,086.06
FNB Museum Credit Card Fees	11092301	307.34
FNB North Landfill Credit Card Fees	864-8	6,890.68
FNB Narcotics Federal Forfeitures	107-4	0.00
FNB Recreation Credit Card Fees	139-2	12,073.49
FNB State Drug Forfeiture Funds	132-5	14,569.86
FNB Taxes Paid in Protest	2075305	841,318.83
FNB-CDSCC-Region 13 Preschool Service	24-8	230,738.06
FNB-CDSCC-Early Head Start	91-4	84.17
NSF Checks		3,155.49
Long & Short-Treasurer		2,100.00
Clerk-Dist Crt-Sheriff-Engineer-Landfill-Public Health-Parks & Rec		8,639.50
Cash & Currency		6,150.00
TOTAL CASH ACCOUNTS	28,619,353.74	
TOTAL TDOA'S	310,669,589.64	
Premium & Discounts		22,538.91
WGIF-Building Maintenance		39,084,258.21
WGIF-Campus Maintenance		4,092,740.21
WGIF-Campus Maintenance Tec		2,540,837.20
WGIF-Capital Replacement Reserve		93,927,106.38
WGIF-Fleet Management		6,444,692.75
WGIF-Fleet Mgmt-PLB -City		703,970.25
WGIF-Gillette College Activity & Education Center		10,169.80
WGIF-Gillette College Rodeo		3,167.41
WGIF-Jt Powers Rec Maint Fund		8,758,249.00
WGIF-Road Equipment		2,890,898.22
WGIF-Short Term Future Cap Const		15,368,401.86
WYOSTAR-1% Municipalities		1,451,455.62
WYOSTAR-1% Optional		8,473,816.17
WYOSTAR-Cap Fac Excess		70,259.53
WYOSTAR-CCSD Dist Fund		42,535,608.99
WYOSTAR-Enhanced 911		288,947.70
WYOSTAR-Fleet Management		0.00
WYOSTAR-General		63,038,626.79
WYOSTAR-General Held Revenues		4,697,400.35
WYOSTAR-Health Benefits		4,080,544.70
WYOSTAR-PILT		3,256,264.62
WYOSTAR-Pronghorn Center Main Reserve		1,321,669.70
WYOSTAR-SCFM		4,225,028.66
WYOSTAR-Town of Wright Rec Maintenance		1,660,337.95
WYOSTAR-Wyoming Lottery/Off Track Betting		1,745,137.57
TOTAL	339,311,482.29	

173,824,491.29

135,099,960.78

Approved by the Board of County Commissioners this 16 day of June, 2020.

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Trial Balance of my records at the close of business May, 2020; that my statement of Cash is just, true and correct, so help me God.

Rachael Knust
County Treasurer

Subscribed and sworn to before this 5 day of June, 2020.

Supanika Saunders
County Clerk

5/31/2020	
Airport	0.13
American Road	0.00
Antelope Valley	0.00
Bennor Estates	29,986.67
BOCHES	690,319.45
Bond Disclosure	4,500.00
Box N Ranch Rd	2,340.00
Brunsen	2,700.00
Buckskin	960.00
Car Company Tax	0.00
Cash Reserve	15,000,000.00
Cemetery	1,285,287.23
Central Campbell County	44,312.08
Certificates of Purchase	(267.88)
City of Gillette	602,602.05
Collins Heights	0.00
Cottonwood I&S	1,800.00
County Sales Tax	0.00
Country Living Acres	700.59
Countryside I&S	2,530.93
Crestview I & S	662.00
Donkey Creek	2,700.00
Eight Mile I&S	21,031.16
Fair	0.06
Fire	0.00
Foundation	16,567,670.85
Fox Park	1,317.50
Fox Rldge	7,750.00
Freedom Hills	47,052.36
General County	33,542,262.35
Graceland	11,490.00
Green Valley Estates	0.00
Health Benefits Trust	5,346,927.98
Heritage Village	8,889.36
High Country Estates	1,555.20
Highway VIN Fees	0.00
Hospital	4,141,917.66
Hospital Bond	40.43
Hospital Bond Interest	5.02
Interstate Industrial	0.00
Investments-1% Muni Jt Powers	1,983,405.89
Investments-1% Optional	8,800,647.71
Investments-Building Maintenance	39,084,258.21
Investments-Campus Maintenance	4,092,740.21
Investments-Campus Tech Center- Fund 004/027	2,540,837.20
Investments-Cap Fac Excess	70,259.53
Investments-Capital Replace Reserve	93,927,106.38
Investments-Enhanced 911 Fees	399,157.40
Investments-Fleet Management	10,167,363.12
Investments-Gillette College	13,337.21
Investments-Jt Powers Rec Maintenance - Fund 028	8,758,249.00
Investments-PILT	3,325,768.39
Investments-Pronghorn Center Main Reserve	1,321,669.70
Investments-SCFM County Road Funds	4,284,739.39
Investments-Short Term Future Capital Construction-Fund 696	15,368,401.86
Investments-Town of Wright Rec Maintenance-Fund 695	1,660,337.95
Investments-Wyoming Lottery/Off Track Betting	1,679,808.54
Library	0.51
Lodging Tax	(0.00)
Los Caballos	2,970.00
McKenny	3,532.81
Meadow Springs I&S	3,575.00
Means	5,475.00
Means, Carter, N Hannum	6,000.00
Moon Rldge	6,787.08
Motor Vehicle County Fees	6,003,524.08
Motor Vehicle State Fees	121,567.99
Motor Vehicle Non Apportioned Fees	0.00
Motor Vehilce Temp Sticker/paper Fee	0.00
Mobile Machinery County Fees	21,612.80
Mobile Machinery Pro-Rate	2,952.09
Motor Vehicle Pro-Rate	71,425.61
Motor Vehicle in Transit Permit	120.00
Motor Vehicle Temp Worker Decals	0.00
Museum	0.06
North Rangeland	3,300.00
Organ Donor Donations	6.35
Oriva Hills	19,619.53
Overbrook I&S	12,000.00
Peoples	8,934.54
Pineview	7,483.73
Pinnacle Heights	900.00
Prairieview	73,809.80
Predatory	0.00
Premium & Discounts	22,538.91
Rafter D	600.00
Recreation	0.47
Rock Road I&S	2,687.50
Rocky Point	3,782.47
Rustic Hills	7,383.84
Sales & Use Tax	929,302.35

School--1 Mill Optional	0.00
School--6 Mill County Wide	8,283,947.41
School--25 Mill Special School	34,516,448.81
School--BOCES	0.00
School--Cap Main	0.00
School--General School	53,480.50
School--Rec Mill	1,380,658.23
School Bond Redemption	0.00
School Bond Redemption Interest	0.00
Small Buttes	2,100.00
South Douglas Hwy	103,521.97
Southern Industrial	0.00
Southfork Estates	6,900.00
Southside	0.00
Special Escrow	11,434,362.97
Stonegate Estates	26,998.99
Sundog	3,660.81
Taxes-Transportable Homes	2,504.62
Taxes-2019	0.00
Taxes-Interest 2019	0.00
Taxes-2018	(0.00)
Taxes-Interest 2018	(0.00)
Taxes-2017	0.00
Taxes-Interest 2017	0.00
Taxes-2016	0.00
Taxes-Interest 2016	0.00
Taxes-2015	0.00
Taxes-Interest 2015	0.00
Taxes-2014	0.00
Taxes-Interest 2014	0.00
Taxes-2013	0.00
Taxes-Interest 2013	0.00
Taxes-2012	0.00
Taxes-Interest 2012	0.00
Taxes-2011	0.00
Taxes-Interest 2011	0.00
Taxes-2010	0.00
Taxes-Interest 2010	0.00
Taxes-2009	0.00
Taxes-Interest 2009	0.00
Taxes-2008	0.00
Taxes-Interest 2008	0.00
Taxes-2007	0.00
Taxes-Interest 2007	0.00
Taxes-2006	0.00
Taxes-Interest 2006	0.00
Taxes-2005	0.00
Taxes-Interest 2005	0.00
Taxes-2004	0.00
Taxes-Interest 2004	0.00
Taxes-2003	0.00
Taxes-Interest 2003	0.00
Taxes-2002	0.00
Taxes-Interest 2002	0.00
Taxes-2001	0.00
Taxes-Interest 2001	0.00
Taxes-2000	0.00
Taxes-Interest 2000	0.00
Taxes-1999	0.00
Taxes-Interest 1999	0.00
Taxes-1998	0.00
Taxes-Interest 1998	0.00
Taxes-1997	0.00
Taxes-Interest 1997	0.00
Taxes-1996	0.00
Taxes-Interest 1996	0.00
Taxes-1995	0.00
Taxes-Interest 1995	0.00
Taxes-1994	0.00
Taxes-Interest 1994	0.00
Taxes-1993	0.00
Taxes-Interest 1993	0.00
Taxes-1992	0.00
Taxes-Interest 1992	0.00
Taxes-1991	0.00
Taxes-Interest 1991	0.00
Taxes-1990	0.00
Taxes-Interest 1990	0.00
Taxes Paid In Protest	935,662.72
Town of Wright	19,226.17
Veterans Exemptions	0.00
Watercraft VIN Fees	0.00
Weed & Pest	314,767.71
Wessex Impr & Service	1,125.00
Wild Horse Creek I&S	10,228.11
Wright Water & Sewer	26,864.88
	339,311,482.29
	339,311,482.29
	339,311,482.29
	0.00

PAYROLL PAYMENT

FOR THE PAY PERIOD (S) ENDING

May 30, 2020

May 31, 2020

We do hereby approve the County Payroll as presented this _____ day of _____

Member

Member

Member

Member

Chairman

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

5-20-21
date processed

No: 4109

NAME: BERENERGY CORPORATION

NOTICE ISSUED FOR:

NOVC# 2020-0182

OTHER:

PARTIAL
 REBATE
 CANCELLATION

YEAR 2016

TAX NOTICE NO. 378

DISTRICT NO. 100

ASSESSED VALUATION: 2

AMOUNT:\$.12

Troy A. Jaramila COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

5/24/20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL **No: 4110**

NAME: BERENERGY CORPORATION

NOTICE ISSUED FOR:
NOVC# 2020-0182
OTHER:

PARTIAL
 REBATE
 CANCELLATION

YEAR 2017
TAX NOTICE NO. 349
DISTRICT NO. 100

ASSESSED VALUATION: 120

AMOUNT:\$ 7.14

Jerry S. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____ , **20** _____

BOARD OF COUNTY COMMISSIONERS

FILED _____ , **20** _____

_____ **COUNTY CLERK**

PETITION FOR REBATE/CANCELLATION OF TAXES

5-20-20
date processed

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4111

NAME: BERENERGY CORPORATION

NOTICE ISSUED FOR:

NOVC# 2020-0182

OTHER:

PARTIAL
 REBATE
 CANCELLATION

YEAR 2018

TAX NOTICE NO. 345

DISTRICT NO. 100

ASSESSED VALUATION: _____ 94

AMOUNT:\$ _____ 5.60

Froy A. Gernert COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

5-20-20
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4112

NAME: BRENNER GLEN & SHERI

NOTICE ISSUED FOR:

NOVC#

OTHER: MOBILE HOME BURNED

PARTIAL
 REBATE
 CANCELLATION

YEAR 2016

TAX NOTICE NO. 589

DISTRICT NO. 100

ASSESSED VALUATION: 453

AMOUNT:\$ 26.98

 **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____, **20** _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

COUNTY CLERK

5-20-2021
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL **No: 4113**

NAME: PHOENIXPHOTOS PHOTOGRAPHY LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO LONGER IN BUSINESS

PARTIAL
 REBATE
 CANCELLATION

YEAR 2019

TAX NOTICE NO. 20191

DISTRICT NO. 150

ASSESSED VALUATION: 701

AMOUNT:\$ 47.62

 **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____, **20** _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

_____ **COUNTY CLERK**

5-20-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4114

NAME: LANG HOMES INC

NOTICE ISSUED FOR:

NOVC#

OTHER: VALUE CORRECTION

PARTIAL

REBATE

CANCELLATION

YEAR 2019

TAX NOTICE NO. 17679

DISTRICT NO. 150

ASSESSED VALUATION: 23,699

AMOUNT:\$ 1,609.45

 **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____, **20** _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

_____ **COUNTY CLERK**

20

Emergency Sick Leave Bank Request

TO: Campbell County Board of Commissioners

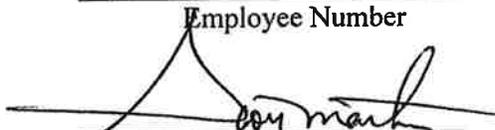
Requesting Department: Sheriff's Office

DATE: June 10, 2020

Please consider this request to transfer up to 64 hours of accrued sick leave. No single donation should exceed 100 hrs.

To: 676086
Employee Number

From: ESLB


Department Head Approval


Director of Human Resources

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

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

For Payroll/HR Only:

Date Used: _____

Employee Number (Requesting employee): _____

Hours Utilized: _____

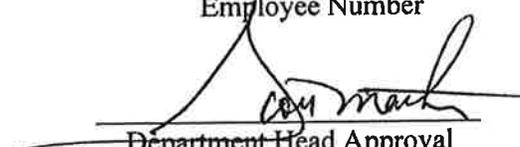
21

Emergency Sick Leave Bank Request

TO: Campbell County Board of Commissioners
 Requesting Department: Sheriff's Office
 DATE: June 10, 2020

Please consider this request to transfer up to 60 hours of accrued sick leave. No single donation should exceed 100 hrs.

To: 617342 Employee Number
 From: ESLB


 Department Head Approval


 Director of Human Resources

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

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

For Payroll/HR Only:

Date Used: _____

Employee Number (Requesting employee): _____

Hours Utilized: _____

22

Emergency Sick Leave Bank Request

TO: Campbell County Board of Commissioners

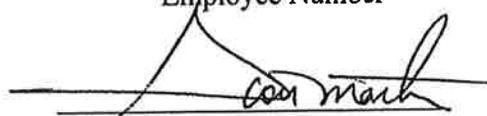
Requesting Department: Sheriff's Office

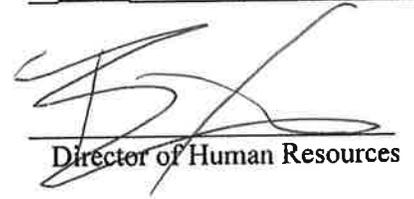
DATE: June 10, 2020

Please consider this request to transfer up to 60 hours of accrued sick leave. No single donation should exceed 100 hrs.

To: 548551
Employee Number

From: ESLB


Department Head Approval


Director of Human Resources

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

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

For Payroll/HR Only:

Date Used: _____

Employee Number (Requesting employee): _____

Hours Utilized: _____



OFFICE

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

TO: Board of Commissioners
FROM: Carol Seeger, Commissioner's Administrative Director
DATE: June 16, 2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
	\$1,850.92	012.6023	Fulltime - OT	012.6022	Fulltime - Regular
	\$1,254.28	013.6517.4	Travel & Transportation	013.6517.2	Staff Development
	\$770.56	013.6517.5	Meals & Lodging	013.6517.2	Staff Development

Explanation: Fulltime OT went over the budget amount due to overtime which occurred during vacancy in the administrative director position. The travel, transportation, meals and lodging also went over due to costs associated with activities surrounding the recruitment of the new administrative director.

Director Approval: Carol Seeger



OFFICE

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

TO: Board of Commissioners
FROM: Emergency Management *JK*
DATE: 06/10/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$300.00	411.6517.4	Travel & Transportation	411.6233	Computer Main Contracts
\$30.89	411.6517.4	Travel & Transportation	411.6734	Response/Relief Supplies



OFFICE

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

TO: Board of Commissioners
FROM: Commissioners Office - Fleet
DATE: 06/10/2020
SUBJECT: Line Item Transfer Request

AL

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$111.25	086.6532	Computer Supplies	086.6531	General Supplies
\$160.00	086.6517.3	Conference/Seminar/Wrk	086.6517.2	Staff Development



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

TO: Board of Commissioners
FROM: Campbell County Rockpile Museum Board of Directors
DATE: 6/9/2020
SUBJECT: Line Item Transfer Request

*RAH
 Mus. Dir 6/9/2020*

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$228.08	721.6948	Other Insurance	721.6531	General Supplies
\$25.65	721.6517.2	Staff Development	721.6531	General Supplies
\$125.00	721.6517.3	Conf/Seminar/Wrk.	721.6531	General Supplies
\$435.56	721.6517.5	Meals and Lodging	721.6531	General Supplies
\$307.77	721.6303	Meals and Lodging	721.6531	General Supplies
\$1500.00	721.6112	Electricity	721.6092	Advertising

Explanation:

We are requesting transfer of funds not needed due to travel and event cancellation to General Supplies for use in museum administration. We are also requesting transfer of funds to Advertising in order to expand our rack card order for this year with the hopes of stocking up in preparation for future travel and tourism seasons.



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

TO: Board of Commissioners
FROM: C.C. Parks & Recreation
DATE: June 9, 2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$3,500.00	7703.6024.302	Lifeguards	7703.6024.314	Receptionists
\$3,000.00	7705.6024.302	Lifeguards & General Staff	7705.6024.310	Facility Monitor

Justification:



Mr. Dallas Lamb
5405 Crane Street
Gillette, WY 82718

Dear Dallas,

I am pleased to appoint you, effective the 1st day of August, 2019, as a part-time Assistant Public Defender for Campbell County, 6th Judicial District. You will serve an indefinite term at the pleasure of the State Public Defender. I hope you will find your tenure in the position both challenging and rewarding.

In order for you to be officially qualified to assume the duties of this position, you are required by law to execute the enclosed Oath of Office before a notary public and return it to the Office of the State Public Defender.

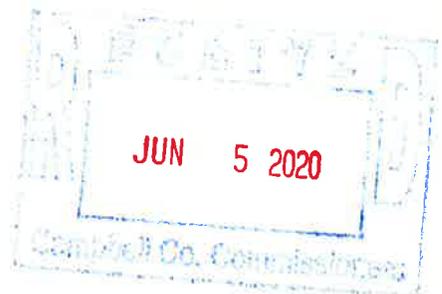
Sincerely,

Mark Gordon
Governor

MG:gl

Encl.

cc: Governor's Office/Appointments
Secretary of State
State Public Defender
Honorable John R. Perry
Honorable Thomas W. Rumpke
Honorable Michael N. Deegan
Commissioner Rusty Bell, Chairman ✓



OATH OF OFFICE

STATE OF WYOMING

COUNTY OF CAMPBELL

I, Dallas Lamb, having been duly appointed as an Assistant Public Defender for the Sixth Judicial District, do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States, and the Constitution of this State, and that I will discharge the duties of my office with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my appointment, except for necessary and proper expenses expressly authorized by law; that I have not knowingly violated any election law of the State, or procured it to be done by others on my behalf; and that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law.


DALLAS LAMB

Subscribed in my presence and sworn to before me this 29 day of May, ~~2019~~ ²⁰²⁰.




Notary Public

My commission expires: 8-30-2022

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 70897682

That we Troy A. Collins

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Los Caballos Service & Improvement District, the State of Wyoming, in the penal sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 13th day of April, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Appointed
Principal was duly Elected to the office of Treasurer
in the of Los Caballos Service & Improvement District,
and State aforesaid for the term beginning March 22, 2020, and ending
March 22, 2021.

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

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

Troy A. Collins
Principal

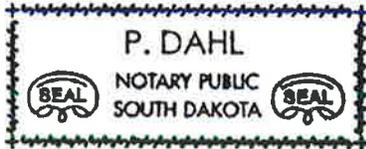
WESTERN SURETY COMPANY
By Paul T. Bruyat
Paul T. Bruyat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 13th day of April, 2020, before me, appeared

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



P. Dahl

Notary Public

My Commission Expires June 18, 2025

OATH OF OFFICE

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

[Signature]

State of Wyoming }
County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Troy A. Collins on this 7th day of May, 2020.

My commission expires:



Troy A. Collins
Laurie L. Gentry
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Campbell } ss

On this 7th day of May, 2020, before me, personally appeared

Troy A. Collins, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

His free act and deed.

My commission expires

4-9, 2022

Laurie L. Gentry
Notary Public, Wyoming



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

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

One Treasurer Los Caballos Service & Improvement District

bond with bond number 70897682

for Troy A. Collins

as Principal in the penalty amount not to exceed: \$5,000.00

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 13th day of April, 2020.

ATTEST

A. Viator
A. Viator, Assistant Secretary

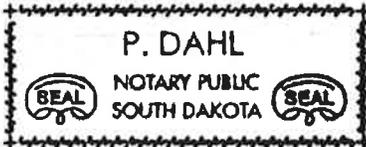
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 13th day of April, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Viator

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



P. Dahl
Notary Public

My Commission Expires June 18, 2025



The following page(s) contain the backup material for Agenda Item: [9:20 Funding Request, Save the 4th of July Gillette Group](#)

*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.

Campbell County Commissioners office,

The group of concerned citizens called save the 4th of July Gillette Wyoming would like to respectfully request to be added to the agenda for the next commissioners meeting on July 16th. The purpose of that would be to request funds to help cover the cost of the July 4th celebration we are planning. We are requesting the amount of three thousand dollars, and the funds would help cover the cost of the hotdogs, buns, sausage, milk and juice. We have been very successful at our own fundraising activities bringing in nearly four thousand dollars in donations and other fundraising activities in less than a week. We are using that money to pay for such things as plates, napkins, pancake batter, tshirts for further fundraising and other essential items. Our plan is to bank any left over money and use it for next years festivities as we would like to continue to work with the county to make an already successful event even better. We have filed with the Secretary of State as a non profit group and have obtained our ein number from the IRS. Copies of those documents are available upon request.

Thank you for your consideration,

Joseph Terry

Save the 4th of July Gillette group

(307)660-9999

originalfjt@live.com

The following page(s) contain the backup material for Agenda Item: [9:25 Second Amendment Sanctuary County 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.

RESOLUTION NO. _____

**A RESOLUTION BY THE BOARD OF COMMISSIONERS, IN AND FOR
CAMPBELL COUNTY, WYOMING, DECLARING CAMPBELL COUNTY TO BE A
SECOND AMENDMENT SANCTUARY COUNTY**

WHEREAS, The Constitution of the United States of America is the supreme law of our nation. The Second Amendment to the Constitution states “A well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed”; and

WHEREAS, the Constitution of the State of Wyoming in Article 1, Section 24 states, “The right of citizens to bear arms in the defense of themselves and the state shall not be denied”; and

WHEREAS, the right of the citizens to keep and bear arms is guaranteed as an individual right under the Second Amendment to the United States Constitution and under the Constitution of the State of Wyoming; and

WHEREAS, the right of the citizens to keep and bear arms for the defense of Life, Liberty and Property is regarded as an inalienable right by the citizens of Campbell County, Wyoming; and

WHEREAS, the citizens of Campbell County, Wyoming derive economic benefit from all safe forms of firearm recreation, hunting and shooting conducted within Campbell County as allowed under the United States and Wyoming Constitutions, and

WHEREAS, it is the desire of the Campbell County Board of Commissioners to declare its support of the Second Amendment to the Constitution of the United States of America and Article 1, Section 24 of the Constitution of the State of Wyoming protecting citizens’ inalienable and individual right to keep and bear arms; and

WHEREAS, the members of the Campbell County Board of Commissioners took an oath to support and defend the Constitutions of the United States and of the State of Wyoming.

NOW, THEREFORE, BE IT RESOLVED that Campbell County Board of Commissioners strongly supports the Second Amendment of the Constitution of the United States of America and Article 1, Section 24 of the Constitution of the State of Wyoming and that the Board strongly believes that it is an inalienable right of the citizens of Campbell County to keep and bear arms for the defense of life, liberty and property; and

FURTHER BE IT RESOLVED, to defend the rights and liberties of the citizens of Campbell County, the Campbell County Board of County Commissioners hereby declares:

Campbell County, Wyoming a “Second Amendment Sanctuary County”

RESOLVED THIS _____ day of June, 2020 at Gillette, Campbell County, Wyoming.

BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

By: _____

D.G. Reardon, Chair

Rusty Bell, Member

Bob Maul, Member

Del Shelstad, Member

Colleen Faber, Member

ATTEST:

Susan Saunders
Campbell County Clerk

The following page(s) contain the backup material for Agenda Item: [9:30 Certificate of State Aid, 2020 Aviation Encouragement](#)

*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.



Wyoming Airport Improvement Program Certificate of State Grant-in-Aid

WYOMING DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION
5300 Bishop Boulevard, Cheyenne, WY 82009-3340

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AGC018X to CAMPBELL CO (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Northeast Wyoming Regional Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of \$2,500.00, or at a rate of One Hundred percent (100.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is \$0.00, or at a rate of Zero percent (0.00%) of eligible costs.

The description of work to be accomplished is as follows:
2020 Aviation Encouragement

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

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

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

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

Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. The State, its agents, employees and contractors, will be responsible for any percentage of fault that may be attributable to each pursuant to law. The State of Wyoming, the Division, and the WAC do not waive sovereign immunity by entering into this agreement and the Sponsor does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyoming Statute ' 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

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

Sponsor's Representative

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

Title

Date

Aeronautics Administrator

Date

The following page(s) contain the backup material for Agenda Item: [9:33 Certificate of State Aid, 2020 Marketing](#)

*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.



Wyoming Airport Improvement Program Certificate of State Grant-in-Aid

WYOMING DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION
5300 Bishop Boulevard, Cheyenne, WY 82009-3340

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AGC019X to CAMPBELL CO (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Northeast Wyoming Regional Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of \$33,200.00, or at a rate of Fifty percent (50.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is \$33,200.00, or at a rate of Fifty percent (50.00%) of eligible costs.

The description of work to be accomplished is as follows:
2020 Marketing - Schedule II

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

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

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

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

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

The following page(s) contain the backup material for Agenda Item: [9:35 JAG Supplemental Funding 2018](#)

*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.

Sub-Contract Award for Justice Assistance Grant (JAG) Funding

Sub-Contract Agency: Campbell County Sheriff's Office

DUNS No: 071413140

Award Amount: \$42,000

Award Period: June 1, 2020 thru September 30, 2021

Award #: 2018-MU-BX-0189

CFDA No.: 16.738 Edward Bryne Memorial Justice Assistant Grant (JAG) Program FY 2018 State Solicitation

- A. The term of this Sub-Contract Award between the Wyoming Division of Criminal Investigation (DCI) and Campbell County Sheriff's Office (Sub-Contract Agency) shall be from June 1, 2020 thru September 30, 2021 unless extended by modification to this Agreement.
- B. The parties agree that because DCI is the State Administering Agency for JAG Grant Program, for the State of Wyoming program all requests for payments shall pass through DCI.
- C. The parties agree that Sub-Contract Agency is a sub-contract under the State of Wyoming JAG program, which reimburses only \$42,000 of the TFO salaries under the program.
- D. The parties hereby agree to the disbursement of JAG funds to Sub-Contract Agency under the following terms and conditions.
 1. Sub-Contract Agency shall follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the JAG program, including but not limited to the following: OMB Uniform Guidance on Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (OMB Circular 2 CFR Part 200), Fair Labor Standards Act (FLSA), as well as JAG policies and procedures.
 2. Sub-Contract Agency agrees to abide by and be bound by the sub-contract approved budget for the assigned JAG TFO. Please refer to the current signed MOU on file for complete details on what is allowed and not allowed.
 3. Requests for payment shall be submitted to DCI at the following address by the 10th of the month following the end of the claim period:

State of Wyoming
Office of the Attorney General
Division of Criminal Investigation

Attn: Fiscal Office
320 W 25th St., Ste 109
Cheyenne, WY 82002

4. Sub-Contract Agency agrees to reimburse DCI for any amount paid by DCI to Sub-Contract Agency that is later disallowed after audit or financial review.
 5. All timesheets and supporting payroll and invoice documentation must be provided to DCI on a monthly basis to support current billing reimbursement requests, to include detailed billing summary spreadsheet.
- E. **Termination Clause.** All services shall be completed during this term. However, renewal will occur until DCI or the Home Agency determines further participation by the Home Agency is no longer essential to the Team structure, or DCI faces budgetary constraints to support this program. This contract may also be terminated by either party with or without cause.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS THEREOF, the parties to this Sub-Contract Award consisting of three pages (3), either personally or through their duly authorized representatives, have executed this Sub-Contract Award on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Sub-Contract Award.

Forrest Williams, Interim Director
Wyoming Division of Criminal Investigation

Date

Scott Matheny, Sheriff

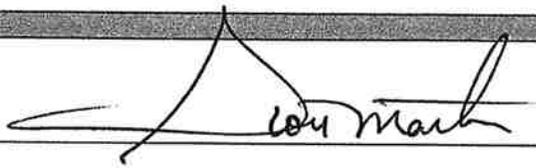
Date

The following page(s) contain the backup material for Agenda Item: [9:40 Position Vacancy Justification, Detention Officer](#)

*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.

2020-042

Position Vacancy Justification

Department:	Sheriff's Office	Date:	6/09/2020
Position Title:	Detention Officer		
Classification Band / Range:	S01	Current Salary of Incumbent:	\$32.92
Salary Range:	Min \$24.48	Mid	Max \$30.57
Justification for Hiring Position:	Filling existing budgeted position.		
Termed Incumbent:	[REDACTED]		
Position Originated:	Budgeted Position for fiscal year 2019-2020 and 2020-2021		
Funding Source for Position:	County: Yes	State:	Federal:
		Other:	Explain Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours: 2080
Reason for Vacancy:	Replacement due to Termination:	Replacement due to Retirement: X	New Position:
Existing Budgeted Position:	Yes		
Benefit Eligible:	Yes		
Department Head Signature & Date	 6/10/20		
Commissioner Approval & Date:			

Handwritten initials and date: PL 6/10/2020

The following page(s) contain the backup material for Agenda Item: [9:45 Position Vacancy Justification, Deputy County Attorney](#)

*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.

2020 - 043

Position Vacancy Justification

Department:	County Attorney's Office	Date:	6/9/2020	
Position Title:	Deputy County Attorney			
Classification Band / Range:	106	Current Salary of Incumbent:	\$NA	
Salary Range:	Min \$19.00/Hr	Mid \$23.74/Hr	Max \$28.49/Hr	
Justification for Hiring Position:	Caseload justifies the filling of this position			
Termed Incumbent:	NA			
Position Originated:	County			
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: Explain Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:	
Reason for Vacancy:	Replacement due to Termination:	Replacement due to Retirement:		New Position: Yes
Existing Budgeted Position:	Yes - 2020 budget			
Benefit Eligible:	Yes			
Department Head Signature & Date				
Commissioner Approval & Date:				


6/10/2020

The following page(s) contain the backup material for Agenda Item: [9:50 Position Vacancy Justification, Custodian I](#)

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

MEMORANDUM

TO: Board of Commissioners

FROM: Bill Beastrom, Facilities Manager

DATE: 9 June 2020

SUBJECT: Vacancy Justification

The Facilities Division is requesting the refilling of two vacant positions; one full-time Custodian and one full-time Maintenance Technician. We are also anticipating some staff to be missing work soon.

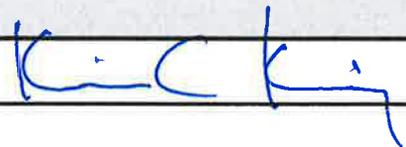
The custodial staff currently has two staff recovering from medical procedures and are working under a light-duty contract. We will potentially be losing two more in the next month due to medical and family reasons. The custodial staff has been asked to do more cleaning and disinfecting due to the Covid-19 of all the County Buildings we currently clean and thus it is important that we keep our staff numbers up.

The maintenance staff is currently down two approved positions. During the budget process this year, I cut a full-time Maintenance Technician to meet the budget requirements. Also, I will be losing another Maintenance Technician for up to 3 months due to a medical reason. We have added all the Fire Department buildings and the new Road and Bridge Facility so it is important that we keep our staff numbers up.

2020-045

POSITION VACANCY JUSTIFICATION

Department:	PUBLIC WORKS/FACILITIES	Date:	June 9, 2020		
Position Title: CUSTODIAN I					
Classification Band:	101	Current Salary:	\$14.19/hr - \$29,515.20		
Salary Range:					
Minimum:	12.81	Mid-Point:	16.01	Maximum:	19.22
Position Justification: Employee involuntarily terminated 5/4/2020					
Termed incumbent: XXXXXXXXXX					
Position Originated: Budgeted Position FY19-20					

Funding Source for Position:	County	<input checked="" type="checkbox"/>		State		WIC Program
	Federal			Other		(Please explain)
Classification:	Full Time	<input checked="" type="checkbox"/>	Part Time		Number of Hours	2080
	Exempt		Non-Exempt	<input checked="" type="checkbox"/>		
Reason for Vacancy:	Replacing Termination	<input checked="" type="checkbox"/>	New Position			
Existing Budgeted Position:	Yes	<input checked="" type="checkbox"/>	No		If No, Please explain:	
Benefit Eligible:	Yes	<input checked="" type="checkbox"/>	No		Please explain:	
Department Head Signature:						
Commissioner Approval:						

Routing: Original: HR for review; HR forward to Commissioners' for approval & signature; return to HR; HR file and make copy to send to requesting department.



The following page(s) contain the backup material for Agenda Item: [9:55 Position Vacancy Justification, Maintenance Tech](#)

*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.

2020-044

POSITION VACANCY JUSTIFICATION

Department:	PUBLIC WORKS/FACILITIES		Date:	June 9, 2020	
Position Title: MAINTENANCE TECH					
Classification Band:	106		Current Salary:	\$21.34/hr - \$44,387.20	
Salary Range:					
Minimum:	19.00	Mid-Point:	23.74	Maximum:	28.49
Position Justification: Employee moved out of town and voluntarily terminated 5/6/2020					
Termed incumbent: [REDACTED]					
Position Originated: Budgeted Position FY19-20					

Funding Source for Position:	County	<input checked="" type="checkbox"/>		State	<input type="checkbox"/>	WIC Program
	Federal	<input type="checkbox"/>		Other	<input type="checkbox"/>	(Please explain)

Classification:	Full Time	<input checked="" type="checkbox"/>	Part Time	<input type="checkbox"/>	Number of Hours	2080
	Exempt	<input type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>		

Reason for Vacancy:	Replacing Termination	<input checked="" type="checkbox"/>	New Position	<input type="checkbox"/>
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Existing Budgeted Position:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	If No, Please explain:
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Benefit Eligible:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Please explain:
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Department Head Signature:					
Commissioner Approval:					

Routing: Original: HR for review; HR forward to Commissioners' for approval & signature; return to HR; HR file and make copy to send to requesting department.


6/10/2020

The following page(s) contain the backup material for Agenda Item: [10:05 FamCare Contract, Global Vision Technologies](#)

*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.



Contract Documents
Software License Agreement for Purchase
Software Maintenance Agreement
Source Code Escrow Agreement

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Software License Agreement for Purchase

This Software License Agreement is made and entered into this 29th day of May 2020, by and between **GLOBAL VISION TECHNOLOGIES, INC.** (“GVT”) and Campbell County Government (“Customer”).

Definition of Terms

For purposes of this Agreement, the following definitions shall apply:

1. “Accessory Products”: Shall mean programs delivered with the Licensed Software but require Customer to sign a separate license agreement.
2. “Affiliate” or “Affiliates”: Shall mean an entity or entities controlled by Customer or that are controlled in common with Customer.
3. “Confidential Information”: Shall include the following:
 - a. Actual and planned performance techniques, methods, functions, modules, and algorithms used, or to be used, by either party;
 - b. Computer installation and customization solutions and targets developed by either party;
 - c. Methods and techniques developed by either party that are specific to that party or anyone with whom that party does business;
 - d. Methods and techniques of either party for providing training and technical support or installation of software;
 - e. Software source code, design, algorithms, and documentation generated by GVT;
 - f. Efficiency audits of computer system usage; and
 - g. Any other information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.but shall not include information that has entered the public domain through no fault of Recipient or was independently developed by Recipient prior to the signing of this Agreement.
4. “Derived Products”: Shall mean programs or modifications to the Licensed Software that are created through the use of a development tool licensed under this Agreement and developed by Customer, its employees or third party agents (not GVT).
5. “Developed Products”: Shall mean programs or modifications to the Licensed Software developed by GVT for Customer pursuant to a separate Statement of Work.
6. “Licensed Software”: Shall mean those computer programs listed on Schedule A, including future updates. Licensed Software does not include Accessory Products.
7. “Licensed Users”: Shall mean those users of the Software for which license fees have been paid pursuant to the terms of this Agreement.

8. "Published Product Specifications": Shall mean all help material included with the Licensed Software and all user, technical and training guides (in any media form) associated with the Licensed Software, as they may exist from time to time.
9. "Software": Shall mean the Licensed Software.

License

GVT grants to Customer and Customer accepts and agrees to pay for a non-exclusive and non-transferable license to use the Software on a single server (unless additional server licenses are purchased and identified on Schedule A attached) in accordance with the terms of this Agreement. GVT also grants and Customer accepts the number of non-exclusive user licenses as are set forth on Schedule A hereto. The user licensees shall have access to the Software only through one or more GVT servers for which server licenses have been purchased hereunder.

Limitation on Use

1. Customer is authorized to make copies of the Software for use by the Licensed Users, and to permit reasonable backup, archiving, and disaster recovery. The Software may be used only by Customer, and not for the benefit of any third party or under any sharing arrangement. Upon request by GVT, Customer shall furnish to GVT information requested by GVT to verify the compliance by Customer with the terms of this Agreement.
2. Customer shall not:
 - a. Reverse engineer any part of the Software;
 - b. Distribute, sell or transfer any part of the Software; or
 - c. Remove the copyright notice or any restrictive legend that appears in the Software or on any disk.
3. Customer shall notify GVT immediately of the full details of any unauthorized possession, use, or knowledge of any Software of which Customer is aware. Customer shall promptly assist GVT in preventing any recurrence and cooperate at GVT's expense in any litigation or other proceedings reasonably necessary to protect the rights of GVT and GVT's Licensors.

Payment

In consideration for the Licenses granted, Customer shall pay GVT the License Fees and related charges set forth in Schedule A. Payment shall be made upon submission of an itemized invoice to the customer at the beginning of each month. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Agreement. Invoices shall be paid within 45 days upon receipt by customer, pursuant to Wyoming Statute § 16-6-602. Invoices will identify the charge for the service provided and describe the service provided. Failure to pay within 45 days may result in late fees of 1 1/2 % per month on unpaid balance.

Each payment obligation of the customer is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation.

This Agreement may be terminated by the customer if funds are not allocated to the customer in a following fiscal year. The customer shall notify GVT at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the customer in the event this provision is exercised, and the customer will not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Ownership

GVT owns all right, title and interest in the Software, including the Licensed Software, Derived Products and Developed Products. The Software has substantial monetary value and is proprietary to GVT or GVT's Licensor. The Software includes copyrighted works, trade secrets, and may include software for which a patent has been applied for or issued. The Software may also include copyrighted and proprietary material of third parties for which GVT has been granted a right to use and distribute. GVT and its Licensors own the Software and all intellectual property rights associated with the Software and retain all ownership rights associated with future upgrades, changes and enhancements, regardless of who makes the upgrade change or enhancement. The Software License granted to Customer under this Agreement is a permissive use, and Customer shall not acquire any right, title or interest in the Software as it currently exists or as may be modified from time to time. Customer has no ownership interests in the Software, in any modifications made to the Software and in any intellectual property rights associated with the Software.

All data, documents, reports, records, field notes, materials, and information input of any kind provided by the Customer in the course of business with GVT or in the performance of this Agreement are and remain at all times the property of the Customer.

Mutual Nondisclosure

Each party may, from time to time, furnish the other party with Confidential Information. Neither party will disclose or use the Confidential Information of the other except as specifically contemplated by this Agreement. Each party will take reasonable steps to ensure that the Software and Confidential Information of the other will are not disclosed to any person other than employees of that party who have a need to know.

Customer Indemnification

GVT shall indemnify, defend, and hold harmless the Customer, their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of GVT's failure to perform any of GVT's duties and obligations hereunder or in connection with the negligent performance of GVT's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of GVT's actions.

Warranties

GVT warrants that for a period of thirty (30) days following the date of Go-Live of the Licensed Software to Customer, the Licensed Software will perform substantially

in accordance with the functionality indicated in the GVT Published Product Specifications, provided that:

1. The Licensed Software has not been modified, changed, or altered by anyone other than GVT unless authorized by GVT in writing;
2. There has been no change in the computer equipment on which GVT or Customer installed the Licensed Software unless authorized by GVT in writing;
3. The computer equipment is in good working order and is installed in a suitable operating environment;
4. The error or defect was not caused by Customer or its agents, employees or contractors;
5. Customer notified GVT within a reasonable time period after discovery of the error or defect after it was discovered; and
6. All fees to GVT have been paid.
7. Once the warranty period is over all defects are covered under our maintenance agreement. Maintenance starts immediately after warranty. Maintenance charges begin in year two.

Warranty Limitations

THIS AGREEMENT IS A LICENSE AND IS NOT A SALE OF GOODS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE LICENSED PRODUCTS WILL PERFORM ERROR-FREE ARE EXPRESSLY DISCLAIMED. GVT ALSO MAKES NO WARRANTY AS TO THE ADEQUACY OR CAPACITY OF THE DESIGNATED PROCESSOR OR AS TO THE PERFORMANCE OF THE LICENSED PRODUCTS ON THE DESIGNATED PROCESSOR TO THE EXTENT SUCH PERFORMANCE IS RELATED TO THE ADEQUACY OR CAPACITY OF THE DESIGNATED PROCESSOR. CUSTOMER ACCEPTS RESPONSIBILITY FOR THE USE OF THE SOFTWARE TO ACHIEVE CUSTOMER'S INTENDED RESULTS, GVT MAINTAINS THE RESPONSIBILITY TO ASSIST CUSTOMER IN THE RESOLUTION OF ANY SOFTWARE PERFORMANCE OR APPLICATION ISSUES.

Indemnifications & Warranty Against Infringement

1. GVT will defend, indemnify, and hold Customer harmless from all expenses, costs, and losses arising from claim, suit, or proceeding brought against Customer on the issue of infringement of any United States copyright or patent by the Licensed Software as supplied by GVT to Customer, GVT may have the right to settle those claims on such terms as GVT finds acceptable.
2. If Customer is prevented, through settlement or court order or judgment from using the Licensed Software due to an actual or claimed infringement against any patent, copyright or other intellectual property right, then GVT shall promptly either:
 - a. Procure for Customer, at GVT's expense, the right to continue to use the Licensed Software; or

- b. Replace or modify the Licensed Software, at GVT's expense, so that the Licensed Software become non-infringing; or
- c. Terminate this Agreement and return Customer's license fees for the infringing Licensed Software in the event that neither of the first options are reasonably feasible.

THIS SECTION SHALL CONSTITUTE GVT'S ENTIRE WARRANTY AGAINST INFRINGEMENT AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO COPYRIGHT OR PATENT INFRINGEMENT.

Exclusive Remedy

Customer shall have ninety (90) days following delivery of the Licensed Software to Customer's first designated site (in the event Customer has multiple office locations that will use the software) to verify that the Licensed Software substantially conforms in functionality to the GVT Published Product Specifications. Customer shall provide written notice of any material nonconformance to GVT within this ninety (90) day period. Such notice shall be in sufficient detail to allow GVT to duplicate the nonconformance. GVT shall, at no additional charge, correct such nonconformance or provide a mutually acceptable plan for correction within ninety (90) days following GVT's receipt of Customer's notice. Should GVT fail to provide the correction or mutually acceptable plan for correction within the said ninety (90) day period, Customer's sole and exclusive remedy shall be to terminate this Agreement as a default incapable of cure by written notice in accordance with the termination provisions of this Agreement. Customer shall be entitled to receive a refund of the License Fees paid. The notice of termination must be received by GVT within thirty (30) days following the date for the correction or plan for correction is delivered to Customer.

Mediation

In the event of any Dispute, upon the written request of either Party, stating in detail the nature of the Dispute, the official representatives of both parties shall meet in person in a good faith attempt to resolve such Dispute within fifteen days. If such Dispute has not been resolved by such meeting and negotiations within thirty days of the initial request, prior to taking any other action, the Dispute shall be subjected to mediation within sixty days of such request. The mediation shall be conducted pursuant to the provisions of Rule 40 of the Wyoming Rules of Civil Procedure. The parties shall mutually agree upon one person to conduct the mediation, but if the parties are unable to agree, they shall request that the Senior Judge of the District Court, Sixth Judicial District, Campbell County, Wyoming, appoint the person to conduct the mediation. To the extent possible, work shall continue under the Contract while the parties engage in the mediation.

Notwithstanding the foregoing, either party seeking only equitable relief may bring such action in the Sixth Judicial District, Campbell County, Wyoming the United States District Court for the District of Wyoming, and the parties consent to the

jurisdiction of such Courts for the purpose of resolving equitable disputes relating to this Agreement.

The provisions in this section apply to this Agreement and the Source Code Escrow Agreement and Software Maintenance Agreement associated with this Agreement.

Term and Termination

1. Except for the right of termination set forth below, this License shall continue until either party receives a written thirty (30) day termination notice from the other party. The term of the License shall begin on the date of the last signature to this Agreement and continue unless and until terminated as follows:
 - a. If either party materially breaches this Agreement, the other party may give written notice of its desire to terminate and the specific grounds for termination. If the party in default fails to cure the default within forty-five (45) days of the notice, the other party may terminate this Agreement upon written notice of termination. Thirty (30) days after receipt of the notice of termination, the License to use the Software shall be revoked and all Software and supporting materials will be returned to GVT.
 - b. In the event an Affiliate ceases to comply with the definition of Affiliate herein, GVT may terminate this Agreement between GVT and the former Affiliate.
2. Upon termination due to Customer's default, all rights of Customer to use the Licensed Software shall cease seven (7) days after receipt of a notice of termination.
3. Confidentiality obligations shall continue during and survive the termination of this Agreement.

Export Control

Customer shall not export, re-export, or otherwise transmit, directly or indirectly, any software, information, or other materials received under this Agreement except in full compliance with all United States and other applicable acts, laws, and regulations.

General

1. All disputes involving this Agreement, except actions arising under the patent, trademark and copyright provision of the U.S. Code or other applicable federal regulations shall be determined under the law of the State of Wyoming.
2. Either party may, upon written notice to the other party, assign this Agreement to any Affiliate. GVT may assign this Agreement in the event of the sale of all or substantially all of its assets or equity. This Agreement may not otherwise be assigned. Any assignment by Customer shall not relieve it of its obligations under this Agreement.
3. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

4. This Agreement may only be modified or amended by an amendment made in writing, agreed to and signed by both parties.
5. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Audit

On GVT's request, not more frequently than annually, Customer shall furnish GVT with a signed certification verifying (i) that the Software is being used pursuant to the provisions in this Agreement, and (ii) the number of Licensed Users. GVT reserves the right, at its own expense, to audit Customer's use of the Software. If a certificate or audit reveals that Customer has underpaid fees, Customer shall be invoiced for such underpaid fees at then current pricing for the applicable services. If the amount of the unpaid fees for the period subject to the audit exceeds five percent (5%) of the amount of the fees paid for such period, then Customer shall promptly pay to GVT, upon receipt of invoice, the expenses of the audit.

Notices

Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law (except notice of malfunctioning Software) shall be effective if and only if it is in writing and either delivered in person, or with the United States Postal Service to the parties at the following addresses:

Global Vision Technologies, Inc.
Attention: April Freund
6617 Clayton Road, #346
St. Louis, MO 63117

Campbell County Government ("Customer")
Attention: James H. Lyon, Jr., Juvenile Probation Director
500 S. Gillette Ave Suite B600
Gillette, WY 82716

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

Schedule A

The following table represents the Licensed Software and costs agreed to by the parties under this Agreement.

PURCHASE - On Premise CCGov.net					
Task	No. or Hourly Variable	Rate	YR 1 Total	YR 2 Estimate	YR 3 Estimate
RECURRING Services					
Licensing - Annual Subscription, Maintenance, Hosting &					
FAMCare Platform (includes 50 free licenses)	1	\$ 50,000.00	\$ 50,000.00	\$ 10,500.00	\$ 10,500.00
0.25			\$ (12,500.00)		
Modules					
Pathways	1	\$ 9,885.00	\$ 9,885.00	\$ 2,075.85	\$ 2,075.85
0.25			\$ (2,471.25)		
KPI Module	1	\$ 9,885.00	\$ 9,885.00	\$ 2,075.85	\$ 2,075.85
0.25			\$ (2,471.25)		
Other Yearly/Recurring Services					
Alpha Server \$2,000/year (testing/staging) *includes the setup of alpha site and initial load of production site, tested and delivered. Additional refresh/sync are based on time and materials and dependent on a few factors - call for details and costs.	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Total Licenses & Recurring Fees / Annually			\$ 54,327.50	\$ 16,651.70	\$ 16,651.70
ONETIME Services:					
Professional Services					
Development/Implementation: budget allowance form development, workflow development, platform modifications	50	\$ 200.00	\$ 10,000.00	\$ 2,100.00	\$ 2,100.00
New report development & tailoring - report training	10	\$ 200.00	\$ 2,000.00		
Project Management - task management coordination, requirements gathering, testing, weekly meetings, etc.	75	\$ 150.00	\$ 11,250.00		
Data Import - import template creation, data review, mapping, cleansing, normalizing, data consistency review, test routines, etc. (the fee for data import reviews and set up is calculated at an hourly rate based on time and materials. At this point we have not reviewed any data templates or databases for import). Allocated budget 125 hours depending on the effort required by GVT. Client will provide a good amount of help	125	\$ 200.00	\$ 25,000.00		
Twilio setup (one field on one form) - customer signs up for service themselves.	1	\$ 750.00	\$ 750.00		
DN Premise *on premise initial setup Starts at 10 hours up front for on premise. Includes License to ABC.pdf	15	\$ 200.00	\$ 3,000.00		
Training					
"Train the Trainer" training and implementation package - train the trainer 8 (1hr) sessions	1	\$ 2,000.00	\$ 2,000.00		
Additional training by the hour		\$ 150.00			
Master Certification Training w/ 12 mos alpha system - includes Alpha Server for 1 year.	1	\$ 7,500.00	\$ 7,500.00		
Module Implementation w/ Training					
*Pathways Training - combined form & workflow	1	\$ 2,500.00	\$ 2,500.00		
*KPI Module Training and configuration (standard 10 hours - training and setup)	10	\$ 150.00	\$ 1,500.00		
ONETIME SERVICES Fees Total:			\$ 65,500.00	\$ 2,100.00	\$ 2,100.00
Total			\$ 119,827.50	\$ 18,751.70	\$ 18,751.70

Hours estimated for customizations is based on configuration of GVT's forms and reports in our existing library. Although every effort is made to provide accurate estimates, if additional hours are needed or additional forms and/or reports are requested - they will be estimated on a time and materials basis at that time. Our database import estimates are based on data structures given to us in advance and assume "clean" data is provided, meaning it is normalized and in a relational database structure. For new custom work or change order work - client has thirty (30) days to approve any work. When tasks are completed - customer can review and approve or make additional requests during that time period. GVT will provide the Customer with written notice of completion of the task and request, in writing, the Customer to respond feedback. If no feedback is received within thirty (30) days of completion - the task will automatically be marked as approved and closed. Additional consulting services are billed at \$150-\$200/hour with a

one hour minimum. If Customer requests GVT to customize the Services or the project requires a custom build out (for example, to generate additional or different reports), the exact nature of the customization as well as the charge shall be written and provided in an Amended Schedule A to this Agreement. If a customer selects to host the application in-house, time spent on hosting consulting is billed at \$200/hour with a one hour minimum. GVT reviews work "in progress" on a monthly basis. For ongoing projects and project work, any task that has over 10 hours of work recorded and that has not been billed, will be allocated and billed as a progress billing item. Work will continue until completed; however, invoicing will be provided on a monthly basis and will include costs of the ongoing project.

Any project that has gone idle for 60 days and has had no recent activity, but has work recorded and unbilled for prior months, are closed out and billed for the work performed to date. In both situations, an invoice will be issued at the end of the month.

*All paid amounts will be provided in U.S. dollars.

Signature

The parties to this Agreement, after reading it in its entirety, by their authorized representatives, have signed this Agreement. Any modification to this agreement must be in writing.

[signature page to follow]

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

GVT

By: April Freund (Its Authorized Representative)
April Freund (May 29, 2020 17:09 CDT)

Title: President

Date: May 29, 2020

Campbell County Government

By: _____ (Its Authorized Representative)

Title: _____

Date: _____

Software Maintenance Agreement

This Software Maintenance Agreement is made and entered into this 29 day of May 2020, by and between **GLOBAL VISION TECHNOLOGIES, INC.** (“GVT”) and Campbell County Juvenile Probation (“Customer”). The terms of this Agreement shall apply to the Maintenance Services (defined below) provided by GVT to the Customer. This Agreement shall supplement the Software License Agreement (“License”) dated the 29 day of May 2020, between GVT and the Customer.

Start Date and Period of Coverage

Start Date: 29 day of May 2020,

Period of Coverage: 1 year and subject to annual renewal

Customer may not elect to exclude any of the Licensed Software or Licensed Users from the Maintenance services during the Period of Coverage. If Customer acquires the right to use additional Licensed Software or increases the number of Licensed Users during the Period of Coverage, Customer will be billed additional maintenance fees resulting from the addition of Licensed Software or Licensed Users.

Definition of Terms

Unless otherwise specifically provided herein, all capitalized terms utilized in this Agreement shall have the definitions ascribed to them in the Software License Agreement for Purchase.

Maintenance Services

GVT shall provide to Customer, subject to the terms and conditions of this Agreement, the Maintenance Services stated in this Agreement.

Payment

Customer agrees to pay the fees specified in this Agreement within forty-five (45) days of receipt of an itemized invoice from GVT. If Customer fails to remit Maintenance fees within such period, GVT may postpone or terminate the obligation to provide Maintenance under this Agreement.

Terms and Conditions

Maintenance Services

GVT agrees to provide the following supplemental maintenance software and Maintenance Services to Customer during the term of this Software Maintenance Agreement:

1. GVT will, from time to time in its discretion, develop and provide to Customer, for installation by Customer, maintenance releases for the Licensed Software which it has developed. GVT agrees that each maintenance release for the Licensed Software will be compatible with the then current unaltered release of the Licensed Software. GVT representatives shall be accessible by telephone and e-mail on a 24/7 basis for 72 hours following confirmation that the Customer has received the release of a new maintenance release or patch. GVT shall also develop and distribute, from time to time in its discretion, during the term of this Agreement other program updates and new system versions of the Licensed Software. All decisions regarding whether and when to develop and distribute any new releases shall be within the sole discretion of GVT. During setup and training period, GVT will work with Campbell County to ensure the steps to install updates and patches is laid out and GVT expectations of such installation is documented. Installation of maintenance releases, updates, upgrades and new versions is not included and is outside the scope of Maintenance Services to be provided and shall be the responsibility of Customer; unless contracted for separately as needed on and installation by installation basis. GVT is not responsible for maintenance release issues that are caused by development by Customer. If Customer opts to develop in-house, Customer is responsible for determining and enforcing that Customer development staff is adequately trained on the Visions Server development tools and aware of how to avoid changes that are incompatible with maintenance releases.
2. GVT will provide support for the Licensed Software based upon the reported Severity Level of the problem as follows:
 - a. Severity Level One (1) - The System is totally inoperative and/or real-time use is not possible.
 - b. Severity Level Two (2) - A module or component of the Licensed Software application is inoperative, creating a critical situation for that function, however the general use of the application is possible.
 - c. Severity Level Three (3) - All other problems arising with respect to the Licensed Software which are not critical, including Customer requested corrective support, preventative maintenance and, if applicable, any Contractor required enhancements and/or installations.
 - d. Based on the levels defined above, GVT will respond to the Customer in the following manner:
 - i. Severity Level One (1) - 24 hours a day, 365 days of the year.
Upon GVT's receipt from Customer of a report of the problem, a

technician will be immediately assigned to commence resolution of the reported problem. Technicians will be alerted and will respond within 30 minutes. GVT will maintain a commercially reasonable continuous effort to resolve the reported problem.

- ii. Severity Level Two (2) - During normal business hours (9:00 a.m. - 6:00 p.m. EST Monday through Friday excluding holidays), unless otherwise agreed by the parties hereto on a case-by-case basis. If the problem is reported during normal business hours, an engineer will be immediately assigned to commence resolution of the reported problem. In the event that the problem is reported outside of normal business hours, a technician will be assigned to commence resolution of the reported problem at the beginning of the next business day. Once an engineer is assigned, the Contractor agrees to maintain a commercially reasonable continuous effort during regular business hours to resolve the reported problem.
 - iii. Severity Level Three (3) - During normal business hours (9:00 a.m. - 6:00 p.m. EST Monday through Friday excluding holidays). During normal business hours, the problem will be logged into the support tracking system and an engineer will be assigned to resolve the problem on a next available basis.
- e. All Maintenance Services provided hereunder not necessitated by a defect in the Licensed Software will be performed by GVT and billed to Customer on a time and materials basis at GVT's standard rates of \$150/hour (project management and training related services) and \$200 (programming, development and database work).
 - f. Customer will make a reasonable effort to establish and maintain an internal competent central point of contact with GVT through which GVT can coordinate the Maintenance Services agreed to be provided under this Agreement. Upon GVT's request, Customer shall provide its reasonable cooperation and assistance in the resolution of any problem to be addressed under this paragraph 2. Customer's failure to provide timely cooperation and assistance shall excuse GVT from its obligation to exert a continuous effort to resolve such problem.
 - g. GVT support services are not available if the Customer's servers are running GVT software that is more than three Major revisions old (meaning that Customer has declined three previous updates).
3. GVT will maintain the Licensed Software so that it is compatible with current releases distributed by the manufacturer of the Customer's base software, i.e., Windows operating system, Internet Explorer, etc.
 4. GVT will monitor and maintain the Visions Server portion of the Licensed Software to ensure compliance with any HIPAA Regulations codified in the Code of Federal Regulations which are applicable to Customer's use of the Licensed Software. To the extent that Customer's use of any the modules of the Licensed Software are required to be compliant with HIPAA Regulations, Customer may separately contract with GVT to make such modifications as may be necessary for such modules to comply. In the event Customer has other federal, state or local

laws or regulations with which the Licensed Software must be compliant for Customer's use, GVT will only be responsible to monitor and maintain the Licensed Software to ensure it complies with such laws or regulations; such monitoring and maintenance may be agreed to by separately citing the applicable laws and regulations are on a schedule attached to this Agreement and initialed by authorized representatives of GVT and the Customer.

System Access

Upon completion of Campbell County's Remote Access Agreement, Customer hereby grants GVT one remote access login in order to perform GVT's obligations of maintenance and support of the Software pursuant to this Agreement.

Maintenance Warranty

GVT warrants that any and all future releases pertaining to the Licensed Software will be free from computer viruses at the time delivered to Customer. If Customer discovers a virus in the Licensed Software, Customer will promptly notify GVT of the virus. Any damage resulting from Customer's failure to promptly notify GVT of any such virus shall be the responsibility of Customer. Should GVT conclude that a virus was not an issue and the Customer had reasonable grounds to believe a virus was an issue, the Customer will not be charged for the requests to resolve a virus.

Warranty Limitations

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY UPDATES, RELEASES OR NEW VERSIONS PROVIDED UNDER THIS AGREEMENT WILL PERFORM ERROR-FREE ARE EXPRESSLY DISCLAIMED. GVT WILL MAKE EVERY EFFORT TO CORRECT PERFORMANCE ERRORS. IF SUCH ERRORS MAY NOT BE CORRECTED, CUSTOMER WILL NOT INCUR COSTS TOWARDS THE CORRECTION OF ERRORS AND GVT WILL REIMBURSE CUSTOMER THE COST OF THE SOFTWARE FOR LOSS OF USE OF THE SOFTWARE.

Renewal

This Agreement may be renewed annually by agreement by all parties, in writing, subject to changes in GVT's current pricing and the required approvals. There is no right, or expectation of renewal and any renewal will be determined at the discretion of the Customer.

Maintenance Services shall be provided in accordance with GVT's policies in effect at the beginning of each annual renewal of the period of coverage. Fees for

reinstatement of any lapsed maintenance may be charged in accordance with GVT's policy; invoicing to be paid within forty-five (45) days after receipt.

Exclusive Remedy

In the event Customer determines that GVT has failed to maintain the Licensed Software as required by the terms of this Agreement, Customer shall provide GVT with written notice of such failure in sufficient detail to allow GVT to duplicate any condition of the Licensed Software supporting such determination. Unless GVT, after exerting a good faith effort, can duplicate such condition, GVT shall not be in violation of this Agreement. If GVT is able to duplicate such condition, such condition constitutes a material defect, and thereafter should GVT fail to correct such condition within thirty (30) days after receipt of notice thereof, Customer's sole and exclusive remedy shall be to receive a refund of maintenance fees and Licensed Software paid during the period the Licensed Software did not conform. GVT shall not be liable for any lost profits, incidental, indirect, special, punitive, exemplary, or consequential damages sustained or allegedly sustained by Customer as the result of any default by GVT under this Agreement. In no event shall GVT's liability exceed the amount it has been paid by Customer under the Agreement.

Mediation

In the event of any Dispute, upon the written request of either Party, stating in detail the nature of the Dispute, authorized representatives of both parties shall make a good faith attempt to resolve such Dispute. If such Dispute has not been resolved within thirty days of the initial request, prior to taking any other action, the Dispute shall be subjected to mediation pursuant to the provisions of Rule 40 of the Wyoming Rules of Civil Procedure. The parties shall mutually agree upon one person to conduct the mediation, but if the parties are unable to agree, they shall request that the Senior Judge of the District Court, Sixth Judicial District, Campbell County, Wyoming, appoint the person to conduct the mediation. To the extent possible, work shall continue under the Contract while the parties engage in the mediation.

Maintenance Fee Breakdown

Purchased Licenses:

Platform:	21%	X	\$50,000.00	=	\$10,500.00
Pathways:	21%	X	\$9,885.00	=	\$2,075.85
KPI:	21%	X	\$9,885.00	=	\$2,075.85
Alpha Server:	100%	X	\$2,000.00	=	\$2,000.00

Customizations:

21%	X	\$10,000.00	=	\$2,100.00
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Total Maintenance Fees: \$18,751.70

*All Amounts are in U.S. dollars.

General

7. All disputes involving this Agreement, except actions arising under the patent, trademark and copyright provision of the U.S. Code or other applicable federal regulations shall be determined under the law of the State of Wyoming.
8. Either party may, upon written notice to the other party, assign this Agreement to any Affiliate. GVT may assign this Agreement in the event of the sale of all or substantially all of its assets or equity. This Agreement may not otherwise be assigned. Any assignment by Customer shall not relieve it of its obligations under this Agreement.
9. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
10. This Agreement may only be modified or amended by an amendment made in writing and signed by both parties.
11. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Signature

The parties to this Agreement, after reading it in its entirety, by their authorized representatives, have signed this Agreement. Any modification to this agreement must be in writing.

[signature page to follow]

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

GVT

By: April Freund
April Freund (May 29, 2020 17:09 CDT) _____ (Its Authorized Representative)

Title: President _____

Date: May 29, 2020 _____

Campbell County Government

By: _____ (Its Authorized Representative)

Title: _____

Date: _____

Source Code Escrow Agreement

THIS SOURCE CODE ESCROW AGREEMENT (the “Escrow Agreement”) is made and entered into this 29th day of May 2020, by and between **GLOBAL VISION TECHNOLOGIES, INC.** (“GVT”) and Campbell County Juvenile Probation (“Customer”), and **G. PHILIP ANDERSON**, (the “Escrow Agent”).

Witnesseth:

WHEREAS, GVT and Customer have entered into a Software License Agreement (the “License Agreement”), pursuant to which GVT has granted to Customer the limited right to use certain proprietary computer programs in object code form (the “Licensed Software”); and

WHEREAS, GVT may provide maintenance and support for the Licensed Software pursuant to the terms of a certain Software Maintenance Agreement dated 29th day of May 2020 (the “Maintenance Agreement”); or on an “as requested” basis.

WHEREAS, GVT and Customer have agreed to place the human readable computer programming code, associated procedural code and related and supporting documentation corresponding to the Licensed Software (collectively, the “Source Code”) in escrow to be held and disbursed pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, as well as the obligations made and undertaken in this Escrow Agreement, the parties agree as follows:

Recitals

The foregoing Recitals are hereby incorporated by reference as though fully set forth herein.

Representations and Warranties of GVT

GVT hereby represents and warrants the following:

1. **Ownership of Source Code.** GVT is the owner of all rights in the Source Code and GVT has the right to grant to Customer the license rights to the Source Code contemplated hereby and to deposit the Source Code with Escrow Agent pursuant to the terms hereof.
2. **Licensed Software Correspond With Source Code.** The Source Code to be deposited with Escrow Agent is the most current version of the Source Code of the Licensed Software as of the date of this Agreement.

Deposit of Source Code

Escrow Agent agrees to accept from GVT and GVT agrees to deposit with Escrow Agent within ten (10) days after payment by Customer of the first amount due under the License Agreement, a copy of the Source Code on compact disk media. GVT will furnish to Escrow Agent a list describing all Source Code and other materials so deposited. Escrow Agent will hold and disburse the Source Code in accordance with the terms of this Agreement. The deposit of the Source Code into escrow and the license thereof to Customer herein are intended to provide assurance to Customer of access and right of use of the Source Code only in the event that GVT fails to provide maintenance and support of the Licensed Software pursuant to the terms of the Maintenance Agreement.

Update and Maintenance of Source Code

During the term of this Escrow Agreement, GVT shall update the Source Code held in escrow periodically as and when GVT updates the Source Code in GVT's possession and shall deposit with Escrow Agent a copy of all revisions of the Source Code encompassing all enhancements and corrections made to the Licensed Software as needed to keep it current. Such revisions to the Source Code shall, upon deposit, be considered as Source Code.

Title to Source Code

Title to the Source Code, including and the copy deposited pursuant to this Agreement and all updates thereto, shall remain at all times with the GVT. In the event the Source Code is delivered to Customer, subject to the terms hereof, Customer shall hold and use the Source Code subject to the terms of the License granted under this Agreement.

Release of Source Code to Customer

The copy of the Source Code held pursuant hereto shall be released to Customer by Escrow Agent only in accordance with the terms of this Escrow Agreement and only upon the occurrence of a "Release Event" as hereinafter defined.

Events Requiring Release of Source Code

The following events shall be deemed "Release Events" requiring release of the Source Code from escrow to Customer, subject to the conditions precedent hereinafter stated:

1. GVT admits in writing its inability to pay its debts generally as they become due;
2. GVT makes a general assignment for the benefit of creditors;
3. GVT voluntarily institutes proceedings to be adjudicated as bankrupt;
4. GVT consents to the filing of a petition of bankruptcy against it;

5. A petition of bankruptcy is filed against GVT and remains unstayed or is not dismissed within sixty (60) days after such filing;
6. GVT is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent;
7. A decree is entered against GVT by a court of competent jurisdiction appointing a receiver, liquidator, trustee or assignee in bankruptcy or in insolvency covering all or substantially all of GVT's property or providing for the liquidation of GVT's property or business affairs.
8. If a Maintenance Agreement is in effect between GVT and Customer, GVT ceases to provide maintenance or support of the Licensed Software in accordance with the terms of the Maintenance Agreement and fails to resume such maintenance or support within fifteen (15) days after receipt of written demand to do so from Customer.

Conditions Precedents to Release

Upon the occurrence of a Release Event and provided Customer, desires to obtain a copy of the source Code from the Escrow Agent, Customer shall notify (the "Release Event Notice") Escrow Agent in writing by United States Postal Service mail. The Release Event Notice shall contain an affidavit executed by Customer's authorized representative specifying which of the Release Events has occurred, that it is continuing to occur, that Customer is entitled to a copy of the Source Code held in escrow, and that the Source Code shall be used only by Customer and solely for Customer's maintenance and support of the Licensed Software.

1. Escrow Agent shall, upon receipt of a Release Event Notice from Customer, notify GVT by certified mail, return receipt requested, of the receipt of the Release Event Notice from Customer and submit to GVT a copy of the Release Event Notice and all supporting documents.
2. GVT shall have ten (10) days after receipt of the notice from Escrow Agent to advise Escrow Agent of any dispute with Customer regarding the Release Event.
3. If GVT does not dispute the Release Event Notice within the time permitted, Escrow Agent shall release the Source Code to Customer.
4. In the event GVT disputes the Release Event Notice within the time permitted, GVT and Customer shall have twenty (20) calendar days from the date GVT disputes the Release Event Notice to agree upon instructions to the Escrow Agent with respect to disposition of the Source Code.
5. If Escrow Agent does not receive mutually agreed instructions within said twenty (20) day period, Escrow Agent shall file an interpleader action as herein provided.

License of Source Code

In the event that the Source Code shall be delivered out of escrow to Customer pursuant to the terms of this Agreement, Customer shall be licensed by GVT, and GVT does so hereby license Customer, to use, modify, maintain and update the Source Code in solely for the purpose of maintaining and supporting the Licensed Software and for no other purpose. Customer shall not sublicense or distribute the Source Code, nor shall Customer modify, copy or make derivative works from the Source Code other than for the purposes herein stated or if needed for software performance to occur. All updates and/or derivative works shall be owned by GVT, and Customer shall have a royalty-free, perpetual license to use the updates or derivative works.

Right of Escrow Agent to File Interpleader Action

Notwithstanding any other provision of this Escrow Agreement, in the event Escrow Agent shall receive conflicting demands from GVT and Customer respecting release of the Source Code to Customer, Escrow Agent may file an interpleader action with respect thereto in the Sixth Judicial District, Campbell County, Wyoming, and deposit the Source Code with the clerk of the court or withhold release of the Source Code until instructed otherwise by court order.

Return of Source Code to GVT

Upon the occurrence of any of the following events Escrow Agent shall return to GVT, provided that GVT so requests in writing, all of the Source Code delivered to Escrow Agent.

1. Any material breach of the License Agreement which would terminate Customer's right to use the Licensed Software;
2. Customer (1) makes a general assignment for the benefit of creditors, (2) voluntarily institutes proceedings for corporate liquidation, (3) consents to the filing of a petition of bankruptcy against it, (4) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent or (5) has a judgment or order entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of Customer's property or providing for the liquidation of Customer's property or business affairs and the same has not been discharged or terminated without prejudice to GVT's rights or interest under the License Agreement within thirty (30) days;
3. Customer is more than one hundred and thirty-five (135) days in arrears in the payment of any fees due under the License Agreement or the Maintenance Agreement.

Fees of Escrow Agent

GVT shall pay to Escrow Agent the fees of the Escrow Agent as from time to time incurred and invoiced by Escrow Agent.

Limitation on Obligation of Escrow Agent

Escrow Agent shall not be required to inquire into the truth of any statements or representations contained in any notices, certificates or other documents required or otherwise provided hereunder, and it shall be entitled to assume that signatures on such documents are genuine, that the persons signing on behalf of any party thereto are duly authorized to execute the same, and that all actions necessary to render any such documents binding on the party purporting to be executing the same have been duly undertaken. Without limiting the foregoing, Escrow Agent may in its discretion require from GVT or Customer additional documents that it deems to be necessary or desirable to aid it in the course of performing its obligations hereunder.

Release and Indemnification of Escrow Agent

GVT and Customer, severally, hereby do release Escrow Agent from any and all liability for losses, damages and expenses (including attorney fees) that may be incurred on account of any action taken by Escrow Agent in good faith pursuant to this Escrow Agreement. Such parties hereby severally indemnify Escrow Agent and undertake to hold harmless Escrow Agent from and against any and all claims, demands or actions arising out of or resulting from action taken by Escrow Agent in good faith. The Customer does not waive governmental immunity nor increase of liability by entering into this Agreement and specifically retains all immunities and defenses available pursuant to Wyoming Statutes §§ 1-39-101-121 and all other applicable law.

Confidentiality Undertaking

Customer acknowledges that the Source Code embodies highly valuable trade secret information of GVT, the design and development of which has required significant expenditures of time and money. The Source Code released to Customer pursuant to this Agreement shall be used by Customer for the purposes permitted by this Escrow Agreement and for no other purposes. Customer shall treat and preserve the Source Code as a trade secret of GVT in accordance with the same practices employed by Customer to safeguard its own trade secrets against unauthorized use and disclosure.

Survival of Obligations

The provisions of the “Confidentiality Undertaking” paragraph of this Agreement shall survive the termination of this Agreement for any reason and shall continue for as long as the Source Code continues to embody trade secrets of GVT.

Independent GVT Status

The parties hereto are and shall be independent contracting parties under this Agreement, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties hereto. No party shall have the authority to enter into agreements of any kind on behalf of the other party in any manner.

Term of Agreement

The term of this Agreement shall commence on the effective date hereof and shall continue until the Source Code shall be transferred to Customer pursuant to the terms hereof, or, if such transfer shall not have so occurred, the Agreement shall terminate and the Source Code shall be returned to GVT at the end of the term of the License Agreement.

General

13. All disputes involving this Agreement, except actions arising under the patent, trademark and copyright provision of the U.S. Code or other applicable federal regulations shall be determined under the law of the State of Wyoming.
14. Either party may, upon written notice to the other party, assign this Agreement to any Affiliate. GVT may assign this Agreement in the event of the sale of all or substantially all of its assets or equity. This Agreement may not otherwise be assigned. Any assignment by Customer shall not relieve it of its obligations under this Agreement.
15. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
16. This Agreement may only be modified or amended by an amendment made in writing and signed by both parties.
17. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Notices

Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law (except notice of malfunctioning Software) shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or deposited with the United States Postal Service, to the parties at the following addresses. Parties shall be notified in writing if the assigned contacts within a party's organization change:

Global Vision Technologies, Inc.
Attention: April Freund
6617 Clayton Road, #346
St. Louis, MO 63117

Campbell County Government("Customer")
Attention: James H. Lyon, Jr., Juvenile Probation Director
500 S. Gillette Ave Suite B600
Gillette, WY 82716

G. Philip Anderson
5110 Maryland Way, Suite 120
Brentwood, TN 37027

Signature

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as set forth below on the date set forth above. Any modification to this agreement must be in writing.

[signature page to follow]

GVT

By: *April Freund*
April Freund (May 29, 2020 17:09 CDT) _____ (Its Authorized Representative)

Campbell County Government

By: _____ (Its Authorized Representative)

ESCROW AGENT:

G. Philip Anderson
G. Philip Anderson (May 29, 2020 17:49 CDT) _____
G. Philip Anderson

Danielle Ritacco
Danielle Ritacco (May 29, 2020 19:33 EDT)



Client Name: Campbell County Government

PROJECT SCOPE

Date: 5/29/2020

Overview

___ initial

1. Project Background and Description

FAMCare Implementation for Juvenile Probation

___ initial

2. Project Scope

GVT to implement and tailor FAMCare case management software.

- a. Set up FAMCare environment and server – 1 week
- b. Kickoff meeting with PM to identify: - (6-8 weeks)
 - i. Meeting and communication cadence
 - ii. Set training schedule
 - iii. Identify first level configurations/preferences
 - iv. Identify module training schedule

___ initial

3. High-Level Requirements

- a. Map out planned customizations (timeline TBD)
 - i. Include legal form package
 - ii. Tailor current legal-focused forms to meet field and reporting requirements
- b. Data import – working with Campbell County Govt/Rhonda Larmer / ITS to assist with data import
- c. Module Implementation
 - i. Module - Pathways
 - ii. Module - KPI
 - iii. Twilio – texting module. Customer to obtain their own account with Twilio – GVT will integrate texting features
- d. Reporting Requirements – no report writing. Time available to train IT to run reports in SQL

Campbell Country - FamCare Final (002)

Final Audit Report

2020-05-29

Created:	2020-05-29
By:	Danielle Ritacco (legal@globalvisiontech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA119tgFmPbuH82e874HMZwfiAY2Ki6xnt

"Campbell Country - FamCare Final (002)" History

-  Document created by Danielle Ritacco (legal@globalvisiontech.com)
2020-05-29 - 9:56:15 PM GMT - IP address: 73.184.78.27

-  Document emailed to April Freund (april.freund@globalvisiontech.com) for signature
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-  Email viewed by April Freund (april.freund@globalvisiontech.com)
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-  Document e-signed by April Freund (april.freund@globalvisiontech.com)
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-  Document e-signed by G. Philip Anderson (philip.anderson@gpalegal.com)
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-  Document e-signed by Danielle Ritacco (legal@globalvisiontech.com)
Signature Date: 2020-05-29 - 11:33:08 PM GMT - Time Source: server- IP address: 174.218.148.75

-  Signed document emailed to G. Philip Anderson (philip.anderson@gpalegal.com), April Freund (april.freund@globalvisiontech.com) and Danielle Ritacco (legal@globalvisiontech.com)
2020-05-29 - 11:33:08 PM GMT

The following page(s) contain the backup material for Agenda Item: [10:10 Contract to Provide Juvenile & Family Drug Court Services](#)

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

CAMPBELL COUNTY BOARD OF COMMISSIONERS GRANT CONTRACT/ CONTRACT APPROVAL CHECKLIST

GRANT NAME: Juvenile and Family Drug Courts Court Supervised Treatment

PARTIES: Wyoming Department of Health and Campbell County Government

**DOLLAR AMOUNT/
MATCH REQUIREMENT:** \$113,558.39.

EFFECTIVE DATES: July 1, 2020 or effective date to June 30, 2021

PURPOSE: Provide substance abuse treatment services as a sentencing alternative for youth offenders.

Grants Review: Beth Raab ^{Attach B} Revisions Needed 6/2/20
(Signature) (Date)

Risk Mgt. Review: _____
(Signature) (Date)

Attorney Review: _____
(Signature) (Date)

Board Approval Scheduled: 06/12/2020 Board Approved: _____
(Meeting Date) (Date)

Contract Received 6/1/20
Issues w/ attachment B - rather blank BR
budget emailed Jim for updated copy.

NOTES, CHANGES NEEDED, ETC.:

E-MAILED
6/2/20

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY JUVENILE AND FAMILY DRUG COURT**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Board of Campbell County Commissioners as Governing Body For the Campbell County Juvenile and Family Drug Court (Contractor), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Mental Health and Substance Abuse Services section of the Agency.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance abuse treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures, which are incorporated into this Contract by this reference.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2020, or Effective Date, whichever is later, through June 30, 2021. All services shall be completed during this term.

4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred thirteen thousand, five hundred fifty-eight dollars and thirty-nine cents (\$113,558.39). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Attachment B, Invoice, is attached to and incorporated into this Contract by this reference. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

 - B. The total Contract amount in Section 4.A., above, includes one hundred eleven thousand, two dollars and eighty-four cents (\$111,002.84) for services listed in Attachment A.

 - C. The total Contract amount in Section 4.A., above, includes two thousand, five hundred fifty-five dollars and fifty-five cents (\$2,555.55) to be used for drug testing supplies and testing services.

 - D. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the

terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

- E. Upon written notice of unusual circumstances from the Contractor that temporarily affect the Contractor's ability to fulfill the requirements of this Contract, the Agency may authorize payment if, in the sole judgement of the Agency, the circumstances warrant payment.
- F. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

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

- A. Provide the services, supports, reports, and data as described in Attachment A, Attachment B, and Attachment C, Court Supervised Treatment Guidelines. Attachment C, Court Supervised Treatment Guidelines, is attached to and incorporated into this Contract by this reference.
- B. Comply with the additional duties outlined in Attachment D, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference.

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

- A. Pay Contractor in accordance with Section 4 above.
- B. Consult with and advise the Contractor, as necessary, about the requirements of the Contract.
- C. Utilize data collected for reporting and decision-making.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. Confidentiality of Information.** All documents, data compilations, and reports owned by the Agency under the terms of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If Contractor receives a request for information owned by the Agency, Contractor shall notify the Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Agency. In all cases, Contractor shall ensure the confidentiality of information about clients by implementing the requirements of 42 CFR 2.31; and comply with the requirements of Wyo. Stat. § 7-13-1610.

- I. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Invoice, consisting of one (1) page; Attachment C, Court Supervised Treatment Guidelines, consisting of fifteen (15) pages; and Attachment D, Business Associate Agreement, consisting of six (6) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control, with the exception of that contained in Attachment D.
- J. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit

of the Contractor or the Contractor's agents or employees as a result of this Contract.

- O. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, and reports submitted to the data system designated by the Agency in Attachment A, in relation to the performance of this Contract. Upon termination of this Contract for any reason, Contractor agrees to submit a final report of all data not submitted to the data system, as designated by the Agency in Attachment A. Contractor owns all information not explicitly stated in Attachment A that is collected and maintained for the purpose of providing services pursuant to Wyo. Stat. §§ 7-13-1601 through 1615. Contractor agrees to submit information contained in the records designated by the Agency in Attachment A to the Agency as required by the reporting requirements of this Contract. Otherwise, the parties agree that Contractor remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of records owned by Contractor.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.**

 - (i)** During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii)** All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its

agencies, institutions, organizations, officers, agents, employees, and volunteers.

- (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

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

- (ii) Workers’ Compensation and Employer’s Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers’ compensation coverage obtained through the Wyoming

Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

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

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

(iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.

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

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

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

W. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has

sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; **payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality.** Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- X. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this contract.
- Z. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- AA. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- DD. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be

followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

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

AGENCY:

WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION

Michael A. Ceballos, Director

Date

Matthew Petry, MPA, Senior Administrator

Date

CONTRACTOR:

**BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY JUVENILE AND FAMILY DRUG COURT**

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Bobbi K. Owen, Assistant Attorney General

Date

Statement of Work (SOW)

Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Board of Campbell County Commissioners as Governing Body for
the Campbell County Juvenile and Family Drug Court (Contractor)
For services to be provided from July 1, 2020, or Effective Date, whichever is later, through
June 30, 2021

I. Purpose

The purpose of the Contract is to set forth the terms and conditions by which the Contractor shall provide substance abuse treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment (CST) Program Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures.

II. Definitions

- A. **Ancillary Services** - any service provided to the participant not directly related to substance abuse treatment
- B. **Participant Status** - status of the participant; i.e. pre-program, in-program, graduated, post-program, ineligible, suspended, terminated
- C. **Supervision Contacts** - any supervising individual; usually probation, parole, or monitoring agent; who has contact with the participant
- D. **Secondary Participants** - any relative who receives services of the CST Program in conjunction with the participant

III. Scope of Work

- A. Corrective Action Plans and Withholding of Funds
 - 1. Failure to comply with this SOW may result in the Contractor submitting a Corrective Action Plan (CAP) to the Agency within a specified time period, determined by the Agency. Failure to implement the CAP may result in the withholding of funds or termination of this Contract.
 - 2. The Agency may withhold full or partial payment to the Contractor for failure to submit any required forms, reports, information, or deliverables required to be submitted or completed in this Contract, SOW, and Attachments.
 - a. Payment may be withheld until the Contractor:
 - i. Submits the required reports, forms, and information;
 - ii. Submits completed required reports, forms and information; or
 - iii. Completes the requirements of this SOW

IV. Deliverables Table

TOTAL PAYMENT UNDER THIS CONTRACT NOT TO EXCEED ONE HUNDRED THIRTEEN THOUSAND, FIVE HUNDRED FIFTY-EIGHT DOLLARS AND THIRTY-NINE CENTS (\$113,558.39).

DELIVERABLE	TIMELINE
A. Maintain four (4) average adult participants and five (5) average juvenile participants each quarter, as awarded by the funding panel and reported on the designated data system	Report is due by the last business day of the month following the reported quarter

DELIVERABLE	TIMELINE
B. Enter and maintain the integrity of data in the Agency designated data system including, but not limited to:	Report is due by the last business day of the month following the reported quarter
1. Participant statuses	
2. Number of screenings	
3. Demographic information	
4. Drug test quantities and results	
5. Days of sobriety	
6. Units and levels of treatment services	
7. Ancillary services	
8. Supervision contacts	
9. In-Program recidivism	
10. Post-Program recidivism	
11. Secondary participants	
12. Number of drug-free babies born in-Program	

DELIVERABLE	TIMELINE
C. Submit Unemployment Certificate of Good Standing	October 1, 2020

DELIVERABLE	TIMELINE
D. Submit Worker's Compensation Certificate of Good Standing	October 1, 2020

DELIVERABLE	TIMELINE
E. Submit independent financial audit report from previous fiscal year	January 31, 2021

DELIVERABLE	TIMELINE
F. Submit an itemized year-end financial statement for the entire Program. The statement shall be signed by the Contractor's fiscal agent and submitted to the Agency	August 30, 2020

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
G. Report to Agency CST Program staff, by email at cstprogram@wyo.gov, any Sentinel Event that has occurred regarding the Contractor's clients or staff. Sentinel Events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
H. Implement Program according to governing statutes, state rules and regulations, and state policies including, but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Treatment contract requirements	
2. Drug testing requirements	
3. Monitoring requirements	
4. Utilizing match funds	
DELIVERABLE	TIMELINE
I. Maintain or exceed the following Program goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least one hundred twenty (120) days of sobriety prior to graduation	
DELIVERABLE	TIMELINE
J. All members of the CST Program team and substance abuse contractors must meet training requirements as outlined in Attachment C, CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member	
DELIVERABLE	TIMELINE
K. National Accreditation	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Abuse Treatment Provider maintain appropriate national accreditation for substance use disorder services provided under this Contract	
DELIVERABLE	TIMELINE
L. State Certification	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Abuse Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
M. Continue to Implement CST Guidelines, outlined in Attachment C	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
N. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2020
2. Submit budget revision requests as necessary after revised budget has been submitted to the Agency	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
O. Coordinator's Meeting	Date to be determined by Agency, notice will be provided thirty (30) days in advance
1. Contractor's Program coordinator shall attend annual Coordinator's meeting offered by the Agency	
DELIVERABLE	TIMELINE
P. Submit Attachment B, Invoice, and Supporting Expenditure documentation for payment	The 25 th business day of each month through Contract Term

V. Changes to SOW

The Contractor shall submit a written request to the Agency if changes to the SOW are desired. The written request shall include the changes being offered and the reason for the changes. The Agency shall review the request and any additional information provided regarding the changes, and shall provide the Contractor with written notice of acceptance or denial of said request within thirty (30) days.

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of this Contract.

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CST Program Annual Budget

FY21

CST Program Name:	
CST Program Address:	
CST Program City, State, Zip:	
CST Program Contact:	
CST Program Contact Title:	
CST Program Email:	
CST Program Contact Phone:	
CST Program Contact Fax:	

Remit Payment To:

FUNDING SOURCES and AMOUNTS	Requested State Funds	Local Funds	In-Kind	Federal Funds	Program Participant Fees	Other (City & County Funds or Other State Funds/Salaries)	Total Match and Other Funds Available to the CST Program
ADMINISTRATIVE		REQUIRED MATCH DOLLARS					
Salaries and Wages (Not including Treatment / Supervision)							\$0.00
Employee Benefits (Not including Treatment/Supervision)							\$0.00
Professional Services Fees (Please Specify)							\$0.00
Internet Service							\$0.00
Telephone/Cell Phone							\$0.00
Utilities							\$0.00
Vehicle Expenses/Maintenance							\$0.00
Office Supplies							\$0.00
Computer Hardware							\$0.00
Computer Software and/or Supplies							\$0.00
Photocopier							\$0.00
Postage							\$0.00
Advertising							\$0.00
Equipment Maintenance							\$0.00
Equipment Rental/Purchase							\$0.00
Office Space							\$0.00
Construction Costs							\$0.00
Grant Writing							\$0.00
Case Management System							\$0.00
Audit Costs							\$0.00
Professional Services Contract (Please Specify)							\$0.00
Program Evaluation							\$0.00
TRAVEL/TRAINING							
Travel In-State							\$0.00
Travel Out-of-State							\$0.00
Training Fees							\$0.00
Miscellaneous Meeting Expenses							\$0.00
Client Transportation							\$0.00
Community Training							\$0.00
TREATMENT/SUPERVISION							
Substance Abuse Treatment							\$0.00
Substance Abuse Treatment Salaries and Wages (if applicable)							\$0.00
Substance Abuse Treatment Employee Benefits (if applicable)							\$0.00
Mental Health and/or Other Counseling Services							\$0.00
Educational Program							\$0.00
Educational Materials							\$0.00
Drug Testing Supplies							\$0.00
Drug Testing (On-site and Confirmation)							\$0.00
Monitoring (Electronic)							\$0.00
Graduation and Incentives							\$0.00
Family Activities							\$0.00
National Accreditation Not in Contract							\$0.00
Other Program Materials							\$0.00
MISCELLANEOUS EXPENSES (Please Specify)							
A. Quality of Life Dollars							\$0.00
B. State Approved \$7500 for CARF							\$0.00
C. Contract Amount Drug Testing/Supplies	\$2,555.55						\$0.00
Line Totals	\$2,555.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total State Funds Request	\$	2,555.55
TOTAL MATCH USED AGAINST GRANT	\$	-

Total Budget	\$	2,555.55
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Attachment C
Court Supervised Treatment Guidelines

Wyoming Department of Health
Behavioral Health Division
Court Supervised Treatment Program Guidelines

Attachment C
Court Supervised Treatment Guidelines

Definitions

The following definitions shall apply in the interpretation and enforcement of these policies.

- 1** “Dangerous substances” is defined by Wyo. Stat. Ann. § 33-24-125.
- 2** “Diluted sample” means a urine sample where the creatinine value is below 20 mg/dl due to excessive fluid consumption.
- 3** “Participating Agencies” means agencies who provide members of the team as listed in WY Stat Ann. § 7-13-1609(a) and any other agency that augments Court Supervised Treatment (CST) Program services.
- 4** “Agency” means Wyoming Department of Health, Behavioral Health Division, CST Program
- 5** “Contractor” means Albany County Board of Commissioners as Governing Body for the Albany County Court Supervised Treatment Program

Key Component #1: Contractor will integrate alcohol and other drug treatment services with justice system case processing.

1-1: Contractor shall meet the minimum standards of the judicial branch listed in Wyo. Stat. Ann. §7-13-1604 and the Rules Governing Judicial Participation in CST programs, which require the cooperation and support of many other agencies and programs.

1-2: Contractor shall align with, and not contradict or supersede, generalized judicial statutes legislated and determined by the State. Contractor shall work cooperatively with local, traditional court systems to enhance appropriate referrals and to coordinate court schedules and hearings.

1-3: Participating agency staff designated to the Contractor shall be assigned based on personal interest in the CST Program, interpersonal skills, motivation, and professional abilities or licensure. Staff job descriptions shall include the CST Program role and responsibilities.

1-4: Contractor shall create clear job descriptions, including duties and expectations, for each member and role of the team. Job descriptions shall be reviewed annually and revised as necessary. Team members shall have access to all other members’ job descriptions. Policies and procedures related to job duties shall be developed and reviewed annually. Contractor teams shall strive to maintain appropriate competencies in each team role. An example of possible competencies can be found in the “Core Competencies Guide Adult Drug Court Planning Initiative (DCPI) Trainings” produced by the National Drug Court Institute.

1-5: Participating agencies should make staff assignments to the CST Program for a minimum of two (2) years to ensure stability and continuity of day-to-day operations and to strengthen collaborative relationships between the key professionals.

1-6: Each team shall consist of the members listed in Wyo. Stat. Ann. § 7-13-1609(a).

1-7: Contractor shall adopt written policies and procedures for staff responsible for probation or surveillance duties. Nothing in this section, or in the Contractor’s policies and procedures created

Attachment C
Court Supervised Treatment Guidelines

in response to this section, shall be construed to limit the statutorily allowed powers of certified officers who are fulfilling probation or surveillance duties on behalf of the CST Program.

1-8: The judicial branch and participating agencies should support the Contractor by making appropriate adjustments to internal policies, practices, and procedures to ensure successful day-to-day operation of the CST Program.

1-9: Contractor shall:

- a. Require agency-wide communication and cooperation among dedicated CST Program personnel, including treatment providers, in a timely manner.
- b. Cooperate with the collection and maintenance of statistical and evaluation information based on statewide standards.

1-10: The Contractor's team and board of directors, where a program has a board of directors, shall collaboratively develop, review, and agree upon all aspects of CST Program operations. The team shall create a written policy and procedures manual and review it annually. The policy and procedures manual shall be amended if necessary.

- a. Contractor will use validated, complete assessment tools to measure risk, needs, responsivity, and protective factors for each participant prior to Program entry.
- b. Contractor will provide, either in house or by contract, manualized treatment curriculums, with fidelity to the model, which are recognized as consistent with best practice standards. Programs are encouraged to add content to a manualized treatment curriculum to effect greater participant interest and engagement.
- c. Contractor shall avoid the interaction of participants with low and high-risk needs.
- d. Screening and assessment results shall be used for both CST Program eligibility and to determine level and type of care and supervision. Screening and diagnosis of clinical needs should take place prior to Program entry.

1-11: All CST Program team members shall attend and participate at each scheduled pre-court staff meeting and status hearing in accordance with WY Stat Ann. § 7-13-1609(b). At a minimum, pre-court staff meetings shall occur at the same frequency as, and in advance of, scheduled status hearings and the entire Program team shall be in attendance. The meetings should happen two (2) times per month, at a minimum.

1-12: Contractor shall not discriminate based on any individual's race, ethnicity, gender, gender identification, sexual orientation, sexual identity, physical or mental disability, religion, drug of choice, or socioeconomic status.

1-13: Contractor shall have a written consent or release of information form in accordance with Wyo. Stat. Ann. § 7-13-1607(c); participants provide voluntary and informed consent about what information will be shared between team members. Participants shall be informed of any exceptions, including mandatory reporting of explicit safety concerns or as specified by law.

1-14: Contractor shall follow all confidentiality laws and practices. (See, Public Health Service Act, 42 U.S.C. 290dd-2 and 290ee-3; and federal regulations at 42 C.F.R. Part 2). CST Program information and records shall remain confidential, except as authorized for disclosure under these standards and as allowed for in law, as authorized for the purposes of research or evaluation. The

Attachment C
Court Supervised Treatment Guidelines

CST Program Judge, in conjunction with the CST Program Manager, shall supervise the application of confidentiality laws and standards in the CST Program.

1-15: Contractor shall receive training on federal and Wyoming confidentiality requirements, to include Wyo. Stat. Ann. § 7-13-1610 and Wyo. Stat. Ann. § 35-2-606, and how they affect CST Program practitioners and contractors.

1-16: Contractor shall collect, enter, and maintain any statistical information or data required by the State or as directed by the Contract.

Key Component #2: Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.

2-1: A prosecutor (District Attorney) and a defense counsel shall be assigned as members of the CST Program team and shall participate in the design, implementation, and operations of the CST Program.

2-2: The prosecutor and defense counsel shall work to create a sense of stability, cooperation, and collaboration in pursuit of the Contractor's goals. The pursuit of justice, as well as the preservation of the constitutional rights of CST Program participants, shall be ensured by both attorneys.

2-3: The prosecutor and defense counsel shall consistently attend team meetings (pre-court staff meetings and status hearings).

2-4: The prosecutor shall assist in determining whether a defendant is eligible for entry to the CST Program; agree that a positive drug test or open court admission of drug use should not result in the filing of additional drug charges; and work collaboratively with the team to decide on a team response to participant behavior including incentives, sanctions, or when termination from the CST Program is warranted.

2-5: The CST Program participant's defense counsel shall review the police reports, arrest warrant, charging document, all CST Program documents, and other relevant information; advise the defendant as to the nature and purpose of the CST Program, the rules governing participation, the merits of the CST Program, the consequences of failing to abide by the CST Program rules, and how participation or non-participation will affect his interests; provide a list of and explain all of the rights the defendant will temporarily or permanently relinquish; and advise the defendant on alternative options. The defendant's defense counsel shall explain that the prosecution has agreed that a positive drug test or admission to drug use in open court should not lead to additional charges; encourage truthfulness with the judge and treatment staff; and inform the defendant they will be expected to take an active role in status hearings, including speaking directly to the judge as opposed to doing so through an attorney. The CST Program defense counsel shall work collaboratively with the team to decide on team response to participant behavior including incentives, sanctions, and when or whether termination from the CST Program is warranted.

2-6: Both the prosecution and the defense attorney shall perform their tasks as part of the CST Program eligibility and admission process as swiftly as possible, including working with stakeholders in the legal system to shorten the time to entry into the CST Program.

Attachment C
Court Supervised Treatment Guidelines

Key Component #3: Eligible participants are identified early and promptly placed into the CST Program.

3-1: Consideration for admission to the CST Program shall be limited to potential participants who meet the criteria established under Wyo. Stat. Ann. § 7-13-1607(a) & (b).

3-2: Participant eligibility requirements and intake and referral standards shall be defined objectively, agreed upon by all members of the Contractor team, included in writing as part of the Contractor's policies and procedures, and communicated to potential referral sources and shall meet the requirements established under Wyo. Stat. Ann. § 7-13-1607(c).

3-3: Contractor will monitor and address, if identified, whether equivalent access and retention is available to individuals who have historically experienced sustained or reduced social opportunities because of their race, ethnicity, gender, sexual orientation, sexual identification, physical or mental disability, religion, or socioeconomic status and ensure that those individuals receive the same opportunities as other individuals to participate and succeed in the CST Program.

3-4: Contractor shall target individuals classified as high risk and high need with alternate tracks for other risks and needs.

3-5: Assessment for substance use disorder and other treatment needs shall be conducted by a treatment staff member(s) licensed or certified through the Wyoming Mental Health Professionals Licensing Board.

3-6: The Contractor shall use validated clinical assessments for service planning and to address treatment and complementary service needs.

3-7: Participants shall be screened for CST Program eligibility as soon as possible by designated members of the Contractor's team, as identified by Contractor's policies and procedures. Contractor shall have participants begin the Program as soon as possible.

3-8: Participants considered for the CST Program shall be promptly advised about the Program, including the requirements, scope, and potential benefits and effects on their case.

3-9: Contractor shall accept individuals with serious mental health disorders, co-occurring disorders, and medical conditions. Exclusion of a person with serious mental health disorders, co-occurring disorders, and medical conditions shall be documented with sound reasoning, which shall not conflict with the American Disabilities Act or the Olmstead decision (119 S.Ct. 2176).

3-10: Contractor shall maintain an appropriate caseload based on the capacity to effectively serve all participants in compliance with these standards.

3-11: All participants shall receive a participant handbook upon accepting the terms of participation and entering the CST Program. Receipt of the participant handbook shall be acknowledged through a signed form and documented in the Contractor's file.

Key Component #4: Contractor provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.

4-1: CST Program participants shall be required to participate in a comprehensive and integrated program of alcohol, drug, and other related treatment and rehabilitation services and recovery services, based on individual participant need as approved by the Contractor.

Attachment C
Court Supervised Treatment Guidelines

4-2: The primary goal of the CST Program shall be abstinence from alcohol, drugs, and other dangerous substances and developing a life of recovery, consistent with the judicial requirements of the Program and Wyo. Stat Ann. § 7-13-1603(b).

4-3: Contractor services shall be provided in a gender appropriate, culturally competent, and trauma informed manner.

4-4: A single State certified treatment agency shall provide the primary treatment services and should communicate with the treatment providers who work with participants from other agencies in order to assure participant needs are being appropriately addressed.

4-5: Contractor shall offer a comprehensive range of treatment and recovery services based on individual client needs. The standards for the treatment program for a CST Program shall be in accordance with State statutes and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. Overall duration and amount of treatment and recovery services for participants shall be based on the individual's American Society of Addiction Medicine (ASAM) placement criteria and on the individual's risk and needs determined by validated standardized assessments.

4-6: Contractor shall offer to, or facilitate the referral of, a participant to the following treatment modalities and components, as needed:

- a. The modalities and components listed in the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.
- b. Trauma informed care.
- c. Stable living: housing, education, and employment needs.
- d. Hepatitis, HIV, and sexually transmitted disease education, testing, and counseling.
- e. Treatment of mental illness.
- f. Criminal thinking programming.

4-7: The Contractor's treatment providers shall incorporate services and training consistent with the CST Program model and treatment best practices for all staff who work with CST participants.

4-8: When a Contractor has a waiting list, the Contractor shall implement treatment readiness programs for participants who are on the Program waiting list.

4-9: Contractor shall incorporate a court based phase or level system based upon risk and need levels. Individuals with different risk and need levels may attend the same group therapies but shall have differing supervision levels according to risk and need levels.

4-10: Contractor shall use standardized, manualized, behavioral or cognitive-behavioral, evidence-based treatment programming, implemented with fidelity, to ensure quality and effectiveness of services and to guide practice.

4-11: Participants shall not be incarcerated to achieve clinical or social service objectives. The Contractor's team shall only recommend incarceration consistent with Wyo. Stat. Ann. §7-13-1608(b).

Attachment C
Court Supervised Treatment Guidelines

4-12: Advancement within, and graduation from, the CST Program shall be based upon the participant satisfying the established minimum criteria.

4-13: Successful discharge or termination from the CST Program shall occur with the final approval of the CST Program Judge, in collaboration with the Contractor's team, in accordance with Wyo. Stat. Ann. § 7-13-1608(c).

4-14: To ensure adequate client safety and care, the Contractor's treatment providers shall have a quality assurance program designed to evaluate the quality of care provided and promote efficient and effective services.

4-15: Contractor shall follow best practices regarding medication assisted treatment (MAT), including utilizing appropriately licensed medical professionals.

4-16 Participants shall attend self-help or peer support groups as indicated, based on treatment provider assessment and court approval.

4-17: Contractor's treatment providers shall comply with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section and any other applicable state and federal laws and shall provide services in accordance with the established scope of services and standards of the CST Program.

4-18: Alcohol and drug testing of participants shall be conducted in accordance with WY Stat Ann. § 7-13-1612.

4-19: Contractor's treatment provider shall designate a staff member(s) who is licensed or certified through the Wyoming Mental Health Professionals Licensing Board and who shall be present at all CST Program sessions to report on participants' progress, compliance, etc. The staff member shall be adequately aware of the participants' status to report accurately to the CST Program Judge.

4-20: Contractor's treatment provider shall provide reports, as defined in a memorandum of understanding (MOU), contract, or internal policy, of participants' assessments, attendance at treatment sessions, progress reports, and discharge summaries.

Key Component #5: Abstinence is monitored by frequent alcohol and other-drug testing.

5-1: Results of drug testing shall be used by Contractor to determine:

- a. If a participant is progressing satisfactorily.
- b. If a case plan needs modifying.
- c. Appropriate incentives or sanctions.
- d. Appropriate treatment level of care.
- e. Therapeutic adjustments.
- f. Whether a participant should be terminated or graduated from the CST program.

5-2: Evidence of a drug test result should not be used as evidence of a new crime or as the sole basis for probation violations.

Attachment C
Court Supervised Treatment Guidelines

5-3: Contractor shall adopt written policies and procedures documenting drug testing protocols and following the standards as described in these guidelines and the included Appendix A.

5-4: Contractor shall implement a standardized system in which participants will participate in drug testing. Testing shall be administered randomly and unpredictably in accordance with Wyo. Stat. Ann. § 7-13-1612. Testing shall occur on weekdays, weekends, and holidays. As treatment dosage and supervision is reduced, drug testing shall be maintained until the participant has shown significant progress in meeting target behaviors including relapse prevention skills.

5-5: Contractor shall utilize urinalysis as the primary method of drug testing; a variety of alternative methods may be used to supplement urinalysis including breath, blood, hair, and saliva testing, patch, and electronic monitoring. Contractor shall use scientifically valid and reliable testing procedures.

5-6: All urine test samples shall be examined for dilution and adulteration. In the event the participant provides a diluted, altered, or positive sample, or fails to submit a sample, this information shall be communicated with the Contractor's team immediately and shall be responded to as a participant falsehood or tampering with evidence.

Key Component #6: A coordinated strategy governs Contractor's response to participants' compliance

6-1: Contractor shall have a formal system of responses to participant behavior—including therapeutic adjustments, incentives, and sanctions—established in writing and included in the Contractor's **policy and procedure manual** in accordance with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. The Contractor shall provide these guidelines to team members for use in pre-court staff meetings.

6-2: A therapeutic adjustment means an adjustment to a treatment plan where participants are compliant with treatment and supervision requirements, but are otherwise not responding to treatment interventions. In this case, the participant shall be reassessed and the treatment plan adjusted accordingly. Only the treatment provider may recommend specific therapeutic adjustments to the judge. The CST Program Judge shall make the final decision regarding the incentive, sanction, or therapeutic adjustment.

6-3: Phase promotion shall be predicated on the achievement of realistic and defined behavioral objectives, such as completing a treatment regime and remaining drug and alcohol-abstinent for a specific period of time. Incentives and sanctions may change over time as participants advance through the phases of the Program. It is best practice to use a number of incentives equal to or greater than the number of sanctions.

6-4: Before entering the CST Program, participants shall be informed in writing and verbally about the types of incentives and sanctions used in the CST Program and the types of behaviors that result in a range of incentives, sanctions, and therapeutic adjustments. Participants shall not be provided with a "grid" that specifies a particular response for each type of behavior.

6-5: The formal system of responses to participant behavior shall be organized on a gradually escalating scale, offering a range of options, applied in a consistent and appropriate manner to match individual participant conduct, level of compliance, and risk and need level. The

Attachment C
Court Supervised Treatment Guidelines

Contractor's team should consider proximal and distal goals in determining the appropriate response to participant behavior.

6-6: Incentives, sanctions, and therapeutic adjustments shall be tailored to the individual participant by obtaining information about the participant during the assessment process, through conversations in pre-court staff meetings, and with the participant in court and case management meetings.

6-7: Information regarding incidents of participant noncompliance shall be communicated as soon as possible, including between court staffings, to all members of the Contractor's team to coordinate an appropriate response to the noncompliance incident.

6-8: Responses to participant noncompliance shall come as close in time as possible to the targeted behavior.

6-9: Responses to behavior shall be certain, fair, and of the appropriate intensity. All responses shall focus on specific behaviors and be administered with a clear direction for the desired behavior change.

6-10: Consequences shall be imposed for the nonmedical use of intoxicating or addictive substances including alcohol, cannabis, prescription medications, and any other mood altering substance, regardless of the licit or illicit status of the substance. The Contractor's team relies on medical input, preferably from the participant's healthcare provider, to determine whether a prescription for an addictive or intoxicating substance is a medical necessity and whether non-addictive, non-intoxicating, and medically safe alternative treatments are available.

6-11: Therapeutic adjustments may be used when a participant is not responding to treatment interventions but is otherwise in compliance with CST Program requirements. Participants may be terminated from the CST Program in accordance with Wyo. Stat. Ann. § 7-13-1608(b) and(c). If a participant is terminated from the CST Program because adequate treatment is not available, that information shall be provided to the sentencing judge upon remand.

6-12: Sanctions shall be implemented in a way for the participant to understand the consequence of noncompliance with the Contractor's rules without being viewed simply as punitive. Participants shall be told what behavior is expected of them and offered help to meet those expectations. Sanctions are delivered without expression of anger, ridicule, foul or abusive language, or shame.

6-13: The Contractor's team shall come to a mutual agreement on incentives, sanctions, and therapeutic adjustments to prevent conflict between team members. Staff meetings can help coordinate on the appropriateness of a sanction based on proximal and distal considerations.

6-14: Contractor may assess fees on a flat fee or sliding scale basis. Participants are encouraged to have paid all required program fees prior to graduation. Contractor must work with each participant to establish a payment plan and monitor payment progress to ensure lack of payment does not become a barrier to phase advancement or graduation.

6-15: Contractor shall assess, collect, and expend Program fees consistent with Wyo. Stat. Ann. §7-13-1605 (c) (ii) and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. Fees may be expended to offset the costs of the CST Program.

Attachment C
Court Supervised Treatment Guidelines

6-16: Contractor must have a process to address inability to pay for participants to ensure equal access based upon socioeconomic status.

6-17: Contractor must use jail sanctions sparingly and with the intention of modifying participant behavior in a positive manner. Contractor shall follow state statutes governing the use of jail sanctions when using jail as a sanction in accordance with Wyo. Stat. Ann. §7-13-1608(b) and (c).

6-18: To graduate, participants must have steady employment, be enrolled in school, college, trade school, or engaged in some qualifying productive activity approved by the Contractor's team.

6-19: To graduate, participants must have a sober and sustainable housing environment that is conducive to recovery.

Key Component #7: Ongoing judicial interaction with each CST Program participant is essential

7-1: The focus and direction of the CST Program are provided through effective leadership of CST Program Judge, in partnership with the Contractor's team. The Judge is in a unique position to exert effective leadership in the promotion of coordinated drug control efforts. To encourage full commitment to the success of the CST Program, the Judge shall allow the Contractor's team to participate fully in the design and implementation of the CST Program. The Judge shall maintain a non-adversarial atmosphere in the CST Program. All staff must see their job as the facilitation of the participant's rehabilitation. The Judge is one of the key motivational factors for the participant to seek habilitation or rehabilitation. Less formal and more frequent court appearances must be scheduled to allow the Judge to motivate and monitor the participants.

7-2: The referring judge can also serve as the CST Program Judge; it is not a conflict of interest in accordance with Wyo. Stat. Ann. § 7-13-1604(b). The CST Program Judge can be either the sitting judge from a traditional court or a magistrate.

7-3: The CST Program Judge and the Contractor's team should serve as supporters of the CST Program. They represent the CST Program in the community, before the federal, state, and local governments, criminal justice agencies, tribal entities, and other public forums.

7-4: The CST Program Judge should serve a term of at least two (2) years. Consistency of the Judge for participants correlates with better outcomes. Rotating or alternating judges should be avoided. The Contractor's team should include one primary judge and a second judge trained in the CST Program philosophy and protocols to cover any status hearings during the absence of the primary judge. It is recommended the second judge rotate through the CST Program for a term of at least two (2) years to ensure better outcomes.

7-5: The CST Program Judge shall be knowledgeable on the CST Program model, substance use disorders, treatment methods, recovery best practices, substance screening, trauma, and other related issues.

7-6: The CST Program Judge offers supportive comments to participants, stresses the importance of their commitment to treatment, other CST Program requirements, and expresses optimism about the participants' abilities to improve their health and behavior. The Judge shall not humiliate participants or subject them to foul or abusive language. The Judge allows participants a reasonable opportunity to explain their perspectives concerning factual controversies and the imposition of sanctions, incentives, and therapeutic adjustments.

Attachment C
Court Supervised Treatment Guidelines

7-7: The CST Program Judge shall conduct court in a way that all participants benefit by observation of others as they progress or fail to progress in the CST Program.

7-8: The CST Program Judge makes final decisions concerning the imposition of incentives or sanctions that affect a participant's legal status or liberty after taking into consideration the input of the Contractor's team members and discussing the matter in court with the participant or the participant's legal representative in accordance with Wyo. Stat. Ann. §7-13-1609. The Judge relies on the input of trained treatment professionals when imposing treatment-related conditions.

7-9: A regular schedule of status hearings shall be used to monitor participant progress. Participants shall attend weekly, or every other week, status hearings while in the first phase of the CST Program, depending on the participant's risk and need. This schedule may continue through additional phases. Frequency of status hearings may vary based on participant needs and program policies.

7-10: At status hearings, the CST Program Judge shall speak with each participant individually.

7-11: The CST Program Judge shall strive to spend at least three (3) minutes with each participant during status hearings.

Key Component #8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

8-1: Data needed for CST Program monitoring and management shall be kept in a state-wide electronic data system, easily obtainable and maintained in useful formats for regular review by the Contractor's teams and management. Information and data collected in the automated database shall contain a required set of data elements. These data elements are listed in Wyo. Stat. Ann. §7-13-1613 and Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.

8-2: Contractor shall use an electronic database specified by the Agency for collection of participant demographic and program activity data. The Contractor is responsible for collecting all information necessary to calculate the approved performance measures and to report as much information available about participants, as identified in the electronic database.

8-3: Contractor's staff members should record information concerning the provision of services and in-program outcomes within seventy-two (72) hours of the respective events.

Key Component #9: Continuing interdisciplinary education promotes effective CST Program planning, implementation, and operations.

9-1: Contractor shall provide orientation and training for their staff and team members including those employed by participating agencies and the Contractor shall act as soon as practicable to provide appropriate training for new staff and team members. Budgets should include funding for training of Contractor team members.

9-2: Contractor shall address staff training requirements and continuing education in their policy and procedures manual. Recommended training shall align with state and national standards and practices endorsed by the National Association of Drug Court Professionals (NADCP) and its divisions (National Drug Court Institute, National Center for DWI Courts, and Justice for Vets).

Attachment C
Court Supervised Treatment Guidelines

Treatment practices must be evidence-based practices endorsed by, the Substance Abuse and Mental Health Services Administration, or culturally based practices deemed effective and appropriate.

a. Training not provided by the NADCP, or its divisions, or the Agency must be submitted to the Agency for approval as accepted CST Program-specific curriculum at least fourteen (14) days prior to the training event.

b. All probation and surveillance officers shall complete an approved training program before conducting field work in a home or bar check situation. A probation or surveillance officer who has not yet been trained may accompany a trained officer for such activities, but must complete the training within six (6) months of initial hire.

9-3: Contractor's staff shall be educated across disciplines for professional development, cultural responsiveness, and team building. Training and education should include topics such as the CST Program model, best practices, substance use disorder, drug, alcohol, and mental health treatment, co-occurring disorders, sanctions and incentives, drug testing standards and protocols, confidentiality and ethics, recognizing implicit cultural biases and correcting disparate impacts for members of historically disadvantaged groups, and proficiency in dealing with participants' race, culture, ethnicity, gender and sexual orientation, and trauma.

9-4: Contractor's team should attend training conferences yearly or every other year as provided by state or national CST Program organizations.

9-5: The Contractor's new team members shall receive forty (40) hours of CST Program-specific or Agency approved formal orientation and training administered and provided by previously trained team members within six (6) months of joining the team. Formal training can include online webinars, CST Program trainings, and conferences.

a. If the Contractor's treatment providers, other than the treatment provider representative on the team, provide direct services to CST Program participants, they must also have forty (40) hours of training, as described above, within six (6) months of initial provision of services.

b. All Contractor team members and individual treatment providers who provide services for CST Program participants must complete six (6) hours of CST Program-specific training each subsequent year. Training hours in excess of the annual six (6) hours may be carried over for up to one (1) year, subject to Agency approval.

c. Training that qualifies to meet the requirements above may include CST Program specific courses and seminars provided by the U. S. Department of Justice, the NADCP and its divisions, the National Drug Court Resource Center, Treatment Court Online, any state drug court association recognized by the Agency, or the Agency. In order to receive credit for training sponsored by any other person or entity, the applicant must first receive the written approval of the Agency. To request approval of the course or seminar, the applicant must first submit a written request together with a detailed summary of the training and course outline at least fourteen (14) days prior to the training.

9-6: The CST Program Judge receives specialized training in legal and constitutional issues, judicial ethics, behavior modification, and community supervision.

Attachment C
Court Supervised Treatment Guidelines

Key Component #10: Forging partnerships among CST Programs, public agencies, and community-based organizations generates local support and enhances CST Program effectiveness.

10-1: Contractor shall utilize other community-based services and treatment providers that may be able to augment CST Program services including, but not limited to, private and public social service agencies, law enforcement, health providers, business community, faith community, media, consumer-run recovery organizations, and other entities which may help the CST Program meet its mission.

Attachment C
Court Supervised Treatment Guidelines

Appendix A: Drug Testing Protocols

A-1: Contractor shall adopt written policies and procedures that document its drug testing protocols. The Contractor's drug testing policies and procedures shall address, at a minimum, these topics:

- a. The types of drug testing to be performed.
- b. Drug testing frequency, including description of random drug-test component.
- c. What, if any, steps will be taken in handling disputed results.
- d. If the Contractor's drug testing procedures necessitate preservation of the drug testing samples, the Contractor's policies shall document the steps necessary to maintain proper chain of custody of test specimens and results.
- e. Descriptions of what will be considered a "positive" test result.

A-2: Each CST program shall document its urinalysis (UA) collection protocols following these guidelines:

- a. All urine collection shall be observed except as described in Subsection C.
- b. Collectors must have an unobstructed view of the specimen flow and must be of the same gender as the participant providing the specimen (no exceptions); trans-gender or trans-sexual participants should be given the opportunity to choose the gender of the official collecting the samples.
- c. Take unobserved specimens only when the participant and the collector are not of the same gender or it is virtually impossible to collect an observed specimen (i.e., where circumstances beyond the control of the collector preclude the collection of an observed specimen).
 1. In the rare case of unobserved urine specimens, procedures must be documented that would minimize ability of the participant to adulterate the specimen, and call the participant to be tested again under observation within twenty-four (24) hours.
- d. The Contractor's collectors shall be trained in collection, testing, and chain of custody procedures if appropriate for their CST Program.
- e. Training, staffing levels, and testing location must minimize risk of sexual or physical harassment between collector and participant. Training shall include the following topics:
 1. Maintain a clinical, professional demeanor that is detached and impersonal.
 2. Conduct the testing the same way every time for every participant.
 3. Remember that some participants have been through trauma.
 4. Participants may accuse the collector of mistreatment.
 5. Always ask questions to give the participant an opportunity to admit use.

Practice 1: When the Contractor's staffing resources make it difficult to collect urine specimens observed by a collector of the same gender as the defendant, the Contractor shall explore the possibility of collaborating with other community resources, such as county compliance programs

Attachment C
Court Supervised Treatment Guidelines

or local law enforcement. Testing can also be scheduled in such a way to ensure that appropriate staff are available for the participants who require testing.

Appendix B: Fees

B-1: Fees, in addition to CST Program fees, participants can be charged for services, such as these:

- a. Treatment costs.
- b. Drug and alcohol testing.
- c. Monitoring and compliance services and equipment.
- d. Psychological screening and assessments.
- e. Medical screening and assessments.
- f. Assistance with transportation costs to the CST Program.
- g. Interpreter's fees.
- h. Temporary housing assistance.

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY JUVENILE AND FAMILY DRUG COURT

1. **Purpose.** The Parties to this Contract agree that Contractor, Board of Campbell County Commissioners as Governing Body for the Campbell County Juvenile and Family Drug Court, is a Business Associate of the Wyoming Department of Health, Behavioral Health Division (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Contract. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the “Privacy and Security Rules.”
2. **Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the “Business Associate.”
3. **Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to provide substance abuse treatment services, as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, C.F.R. 42, and Agency policies and procedures as set forth in the Contract, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:
 - A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.
 - B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION (AGENCY)
AND BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE CAMPBELL
COUNTY JUVENILE AND FAMILY DRUG COURT (BUSINESS ASSOCIATE)

on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.

- C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.
- D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.
- E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111–5 on the Health and Human Services website.
- F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.
 - i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.
 - ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.
 - iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health

information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

- G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Business Associate under the terms of this attachment.
- H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to **comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law.** If the Business Associate receives such request for protected health information directly, it shall notify the Agency within three (3) business days following its receipt of such request. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for protected health information. **The Parties' failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Contract and all other contracts between the Parties.**
- J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. **The Parties' failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Contract and all other contracts between the Parties.**
- K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business

Associate on behalf of the Agency available to the Agency or to the Secretary of Health and Human Services for purposes of determining the Agency's or Business Associate's **compliance with the Privacy and Security Rules**. The Business Associate shall notify the Agency if it provides such information to the Secretary.

- L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528. **The Business Associate shall comply with the Agency's request for such information within seven (7) business days following the Agency's request. Should the Business Associate receive such request directly, it will notify the Agency. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties' failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Contract and all other contracts between the Parties.**
- M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Agency.
- N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.
- O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

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

- A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's **permitted or required uses and disclosures**.

- C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111–5.
- D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.
- E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

- A. **Amendments.** If the Contract must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Contract upon thirty (30) days' prior written notice to the other party.
- B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Contract shall be construed to allow or require either Party to violate such rules.
- C. **Notices.** In addition to the notice provisions set forth in the Contract, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency's designated representative for this Contract and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.
- D. **Termination.** In addition to the termination provisions in the General Provisions section of this Contract, the Contract may be terminated for cause if the Business Associate materially violates the terms of this attachment.
 - i. **Material Violation of Attachment.** Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency

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

- ii. Cure. If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's **primary contracts** with the Agency, and the Agency does not terminate this Contract pursuant to subsection "i" above, then the Agency may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Contract, where feasible, or if termination is not feasible, may report the Business Associate's violation to the Secretary of Health and Human Services or his designee.
- iii. Effect of Termination. Upon termination of this Contract for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Agency. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.
- iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

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The following page(s) contain the backup material for Agenda Item: [10:15 Contract to Provide Adult Treatment Court Services](#)

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

CAMPBELL COUNTY BOARD OF COMMISSIONERS GRANT CONTRACT/ CONTRACT APPROVAL CHECKLIST

GRANT NAME: Adult Treatment Courts Court Supervised Treatment

PARTIES: Wyoming Department of Health and Campbell County Government

**DOLLAR AMOUNT/
MATCH REQUIREMENT:** \$289,158.30.
\$93,546.66 match required from County.

EFFECTIVE DATES: July 1, 2020 or effective date to June 30, 2021

PURPOSE: Provide substance abuse treatment services as a sentencing alternative for Adult Offenders.

Grants Review:

Beck Barb
(Signature)

6/12/20
(Date)

**Risk Mgt.
Review:**

(Signature)

(Date)

**Attorney
Review:**

(Signature)

(Date)

**Board
Approval
Scheduled:**

06/12/2020
(Meeting Date)

Board
Approved:

(Date)

Contract Rec'd 6/12/20. OK Beck

**NOTES,
CHANGES
NEEDED, ETC.:**

E-MAILED
6/12/20

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY ADULT TREATMENT COURTS**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts (Contractor), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Mental Health and Substance Abuse Services section of the Agency.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance abuse treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures, which are incorporated into this Contract by this reference.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2020, or Effective Date, whichever is later, through June 30, 2021. All services shall be completed during this term.

4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred eighty-nine thousand, one hundred fifty-eight dollars and thirty cents (\$289,158.30). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Attachment B, Invoice, is attached to and incorporated into this Contract by this reference. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

 - B. The total Contract amount in Section 4.A., above, includes two hundred eighty thousand, six hundred thirty-nine dollars, and eighty cents (\$280,639.80) for services listed in Attachment A.

 - C. The total Contract amount in Section 4.A., above, includes eight thousand, five hundred eighteen dollars and fifty cents (\$8,518.50) to be used for drug testing supplies and testing services.

- D. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
- E. Upon written notice of unusual circumstances from the Contractor that temporarily affect the Contractor's ability to fulfill the requirements of this Contract, the Agency may authorize payment if, in the sole judgement of the Agency, the circumstances warrant payment.
- F. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

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

- A. Provide the services, supports, reports, and data as described in Attachment A, Attachment B, and Attachment C, Court Supervised Treatment Guidelines. Attachment C, Court Supervised Treatment Guidelines, is attached to and incorporated into this Contract by this reference.
- B. Comply with the additional duties outlined in Attachment D, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference.

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

- A. Pay Contractor in accordance with Section 4 above.
- B. Consult with and advise the Contractor, as necessary, about the requirements of the Contract.
- C. Utilize data collected for reporting and decision-making.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts

of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

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

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act of court order, all documents, data compilations, and reports owned by the Agency under the terms of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If Contractor receives a request for information owned by the Agency, Contractor shall notify the Agency within ten (10) days of such request

and shall not release such information to a third party unless directed to do so by the Agency. In all cases, Contractor shall ensure the confidentiality of information about clients by implementing the requirements of 42 CFR 2.31; and comply with the requirements of Wyo. Stat. § 7-13-1610.

- I. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Invoice, consisting of one (1) page; Attachment C, Court Supervised Treatment Guidelines, consisting of fifteen (15) pages; and Attachment D, Business Associate Agreement, consisting of six (6) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control, with the exception of that contained in Attachment D.
- J. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its

agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

- O. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, and reports submitted to the data system designated by the Agency in Attachment A, in relation to the performance of this Contract. Upon termination of this Contract for any reason, Contractor agrees to submit a final report of all data not submitted to the data system, as designated by the Agency in Attachment A. Contractor owns all information not explicitly stated in Attachment A that is collected and maintained for the purpose of providing services pursuant to Wyo. Stat. §§ 7-13-1601 through 1615. Contractor agrees to submit information contained in the records designated by the Agency in Attachment A to the Agency as required by the reporting requirements of this Contract. Otherwise, the parties agree that Contractor remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of records owned by Contractor.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.**

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

- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

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

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

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

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

- (iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.

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

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

- V. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- W. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- X. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Z. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- AA. Time is of the Essence.** Time is of the essence in all provisions of this Contract.

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

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

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

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8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

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

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

Michael A. Ceballos, Director

Date

Matthew Petry, MPA, Senior Administrator

Date

**CONTRACTOR:
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY ADULT TREATMENT COURTS**

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for.  # 203470

Bobbi K. Owen, Assistant Attorney General

6/5/2020
Date

Statement of Work (SOW)

Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Board of Campbell County Commissioners as Governing Body for
the Campbell County Adult Treatment Courts (Contractor)

For services to be provided from July 1, 2020, or Effective Date, whichever is later, through
June 30, 2021

I. Purpose

The purpose of the Contract is to set forth the terms and conditions by which the Contractor shall provide substance abuse treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment (CST) Program Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures.

II. Definitions

- A. **Ancillary Services** - any service provided to the participant not directly related to substance abuse treatment
- B. **Participant Status** - status of the participant; i.e. pre-program, in-program, graduated, post-program, ineligible, suspended, terminated
- C. **Supervision Contacts** - any supervising individual; usually probation, parole, or monitoring agent; who has contact with the participant
- D. **Secondary Participants** - any relative who receives services of the CST Program in conjunction with the participant

III. Scope of Work

- A. **Corrective Action Plans and Withholding of Funds**
 - 1. Failure to comply with this SOW may result in the Contractor submitting a Corrective Action Plan (CAP) to the Agency within a specified time period, determined by the Agency. Failure to implement the CAP may result in the withholding of funds or termination of the Contract.
 - 2. The Agency may withhold full or partial payment to the Contractor for failure to submit any required forms, reports, information, or deliverables required to be submitted or completed in this Contract, SOW, and Attachments.
 - a. Payment may be withheld until the Contractor:
 - i. Submits the required reports, forms, and information;

- ii. Submits completed required reports, forms and information; or
- iii. Completes the requirements of this SOW

IV. Deliverables Table

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED TWO HUNDRED EIGHTY-NINE THOUSAND, ONE HUNDRED FIFTY-EIGHT DOLLARS AND THIRTY CENTS (\$289,158.30).

DELIVERABLE	TIMELINE
A. Maintain thirty (30) average participants each quarter, as awarded by the funding panel and reported on the designated data system	Report is due by the last business day of the month following the reported quarter
DELIVERABLE	TIMELINE
B. Enter data into the Agency designated data system including, but not limited to:	Report is due by the last business day of the month following the reported quarter
1. Participant Statuses	
2. Number of screenings	
3. Demographic information	
4. Drug test quantities and results	
5. Days of sobriety	
6. Units and levels of treatment services	
7. Ancillary Services	
8. Supervision Contacts	
9. In-Program recidivism	
10. Post-Program recidivism	
11. Secondary Participants	
12. Number of drug-free babies born in-Program	
DELIVERABLE	TIMELINE
C. Submit Unemployment Certificate of Good Standing	October 1, 2020
DELIVERABLE	TIMELINE
D. Submit Worker's Compensation Certificate of Good Standing	October 1, 2020
DELIVERABLE	TIMELINE
E. Submit independent financial audit report from previous fiscal year	January 31, 2021

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
F. Submit an itemized year-end financial statement for the entire Program. The statement shall be signed by the Contractor's fiscal agent and submitted to the Agency	August 30, 2020
DELIVERABLE	TIMELINE
G. Report to Agency CST Program staff, by email at cstprogram@wyo.gov, any Sentinel Event that has occurred regarding the Contractor's clients or staff. Sentinel Events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
H. Implement Program according to governing statutes, state rules and regulations, and state policies including, but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Treatment contract requirements	
2. Drug testing requirements	
3. Monitoring requirements	
4. Utilizing match funds	
DELIVERABLE	TIMELINE
I. Maintain or exceed the following Program goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least one hundred twenty (120) days of sobriety prior to graduation	
DELIVERABLE	TIMELINE
J. All members of the CST Program team and substance abuse contractors must meet training requirements as outlined in Attachment C, CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member	
DELIVERABLE	TIMELINE
K. National Accreditation	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Abuse Treatment Provider maintain appropriate national accreditation for substance use disorder services provided under this Contract	

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
L. State Certification	
1. Ensure Substance Abuse Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
M. Continue to Implement CST Guidelines, outlined in Attachment C	
	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
N. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2020
2. Submit budget revision requests as necessary after revised budget has been submitted to the Agency	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
O. Coordinator's Meeting	
1. Contractor's Program coordinator shall attend annual Coordinator's meeting offered by the Agency	Date to be determined by Agency, notice will be provided thirty (30) days in advance
DELIVERABLE	TIMELINE
P. Submit Attachment B, Invoice, and Supporting Expenditure documentation for payment	
	The 25 th business day of each month through Contract Term

V. **Changes to SOW**

The Contractor shall submit a written request to the Agency if changes to the SOW are desired. The written request shall include the changes being offered and the reason for the changes. The Agency shall review the request and any additional information provided regarding the changes, and shall provide the Contractor with written notice of acceptance or denial of said request within thirty (30) days.

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of the Contract.

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CST Program Annual Budget -- FY2021

Please only type in peach colored boxes
 Do not include federal funds or other state funds as match in the Budget or Budget Justification tabs.
 DO NOT INCLUDE ANY INFORMATION ON MAGISTRATE FUNDING IN THE BUDGET OR BUDGET JUSTIFICATION TABS
 State and federal funds may not be used as match against this grant; they should be marked in the OTHER or FEDERAL FUNDS columns. LOCAL and IN-KIND FUNDS will be used to calculate match. Justify the budget in the Budget Justification tab.

Funding Sources & Amounts	Requested State Funds	Local Funds	In-Kind	City & County Funds	Federal Funds	Program Participant Fees	Other State Funds/Salaries	Total Match & Other Funds Available to the CST Program
CST Program Name: Campbell County Adult Treatment Courts								
Remit Payment To: Campbell County Adult Treatment Courts								
CST Program Address: 500 South Gillette Ave Suite 2500								
CST Program City, State, Zip: Gillette, WY, 82716								
CST Program Contact: Chad Beckman								
CST Program Contact Title: Adult Treatment Courts Coordinator								
CST Program Email: cbeckm@ccso.wy.gov								
CST Program Contact Phone: (307) 687-6472								
CST Program Contact Fax: (307) 687-6376								
REQUIRED MATCH DOLLARS								
ADMINISTRATIVE								
Salaries and Wages (Not including Treatment/Supervision)	\$109,029.00	\$59,946.66				\$78,000.00		\$137,946.66
Employee Benefits (Not including Treatment/Supervision)	\$44,866.00	\$33,600.00				\$47,000.00		\$80,600.00
Professional Services Fees (Please Specify)								\$0.00
Internet Service			\$37.08					\$37.08
Telephone/Cell Phone	\$1,300.00							\$473.04
Utilities			\$901.25					\$901.25
Vehicle Expenses/Maintenance			\$1,470.05					\$1,470.05
Office Supplies	\$400.00							\$0.00
Computer Hardware	\$2,500.00							\$1,800.00
Computer Software and/or Supplies	\$500.00							\$0.00
Photocopy	\$10.00							\$0.00
Postage	\$500.00							\$0.00
Advertising								\$0.00
Equipment Maintenance								\$0.00
Equipment Rental/Purchase								\$0.00
Office Space			\$13,200.00					\$13,200.00
Construction Costs								\$0.00
Grant Writing								\$0.00
Case Management System	\$5,000.00							\$0.00
Audit Costs								\$0.00
Professional Services Contract (Please Specify)								\$0.00
Program Evaluation								\$0.00
TRAVEL/TRAINING								
Travel In-State	\$2,000.00							\$0.00
Travel Out-of-State	\$1,000.00							\$0.00
Training Fees	\$1,000.00							\$0.00
Miscellaneous Meeting Expenses	\$1,000.00							\$0.00
Client Transportation								\$0.00
Community Training								\$0.00
TREATMENT/SUPERVISION								
Substance Abuse Treatment	\$93,134.00							\$0.00
Substance Abuse Treatment Salaries/Wages (if applicable)								\$0.00
Substance Abuse Treatment Employee Benefits (if applicable)								\$0.00
Mental Health and/or Other Counseling Services				\$39,000.00				\$39,000.00
Educational Program	\$3,000.00							\$0.00
Educational Materials	\$500.00							\$0.00
Drug Testing and Testing Supplies	\$3,800.00							\$0.00
Mentoring (Electronic)	\$9,500.00							\$0.00
Graduation and Incentives	\$800.00							\$0.00
Family Activities	\$800.00							\$0.00
National Accreditation								\$0.00
Other Program Materials								\$0.00
MISCELLANEOUS EXPENSES (Please Specify)								
A. Quality of Life Dollars	\$1,000.00							\$0.00
B. State Approved \$7500 for CARF								\$0.00
C. State UA Funding	\$8,518.50							\$0.00
Line Totals	\$289,158.30	\$83,546.66	\$17,881.42	\$39,000.00	\$0.00	\$125,000.00	\$0.00	\$275,428.08
Total State Funds Requested	\$	\$	289,158.30	\$	\$	\$	\$	564,586.38
TOTAL MATCH AVAILABLE AGAINST GRANT	\$	\$	\$150,428.08	\$	\$	\$	\$	0.52

CST Program Budget Justification -- FY2021

Adjust the row height to make all wrapped text visible

1. Select the cell or range for which you want to adjust the row height
2. On the **Home** tab, in the **Cells** group, click **Format**
3. Under **Cell Size**, do one of the following:
 - To automatically adjust the row height, click **AutoFit Row Height**.
 - To specify a row height, click **Row Height**, and then type the row height that you want in the **Row height** box.

Tip: You can also drag the bottom border of the row to the height that shows all wrapped text.

Date Last Updated: 4/10/2020		Total Amount
Please set out what portion is state funds, match funds, and other funds; including federal grants. Justify what the budget will cover. Please explain the amount within each item as state funds, match funds, or any other funds. With applications due early this year, all budgets are estimates until finalized in June.		
ADMINISTRATIVE		
Salaries and Wages	\$246,976.46	
Employee Benefits (Please Specify)	\$123,600.00	
Professional Services Fees		
Internet Service	\$27.00	
Telephone/Cell Phone	\$1,773.04	
Utilities	\$901.25	
Vehicle Expenses/Maintenance	\$1,470.00	
Office Supplies	\$400.00	
Computer Hardware	\$2,500.00	
Computer Software and/or Supplies	\$1,800.00	
Photocopier	\$500.00	
Postage	\$10.00	
Advertising	\$500.00	
Equipment Maintenance		
Equipment Rental/Purchase		
Office Space	\$13,200.00	
Construction Costs		
Grant Writing		
Case Management System		
Audit Costs	\$5,000.00	
Professional Services Contract (Please Specify)		
Program Evaluation		
Total Administrative	\$398,667.88	
TRAVEL/TRAINING		
Travel In-State	\$2,000.00	
Travel Out-of-State	\$1,000.00	
Training Fees	\$1,000.00	
Miscellaneous Meeting Expenses	\$1,000.00	
Client Transportation		
Community Training		
Total Travel/Training	\$5,000.00	
TREATMENT/SUPERVISION		
Substance Abuse Treatment	\$95,000.00	
Salaries and Wages (if applicable)		
Employee Benefits (if applicable)		
Mental Health and/or Other Counseling Services	\$39,000.00	
Educational Program	\$3,000.00	
Educational Materials	\$500.00	
Drug Testing and Testing Supplies	\$2,800.00	
Monitoring (Electronic)	\$8,500.00	
Graduation and Incentives	\$800.00	

Attachment B

Family Activities	\$900.00	provides recreational activities and appreciation picnic for the sponsors, employers, and families who supported the participants.
National Accreditation		
Other Program Materials		
<i>Total Treatment/Supervision</i>	<i>\$151,400.00</i>	
MISCELLANEOUS		
A. Quality of Life Dollars	\$1,000.00	used for prescription meds, medical, transportation, as approved by the board on an as needed basis upto \$250 per participant.
B. State Approved \$7500 for CARF		
C. State UA Funding	\$8,518.50	pays for urine testing, mouth swabs, thorough contact solutions and redwood toxicology
<i>Total Miscellaneous</i>	<i>\$9,518.50</i>	
TOTALS	\$564,586.38	

Attachment C
Court Supervised Treatment Guidelines

Wyoming Department of Health
Behavioral Health Division
Court Supervised Treatment Program Guidelines

Attachment C
Court Supervised Treatment Guidelines

Definitions

The following definitions shall apply in the interpretation and enforcement of these policies.

- 1 “Dangerous substances” is defined by Wyo. Stat. Ann. § 33-24-125.
- 2 “Diluted sample” means a urine sample where the creatinine value is below 20 mg/dl due to excessive fluid consumption.
- 3 “Participating Agencies” means agencies who provide members of the team as listed in WY Stat Ann. § 7-13-1609(a) and any other agency that augments Court Supervised Treatment (CST) Program services.
- 4 “Agency” means Wyoming Department of Health, Behavioral Health Division, CST Program
- 5 “Contractor” means Albany County Board of Commissioners as Governing Body for the Albany County Court Supervised Treatment Program

Key Component #1: Contractor will integrate alcohol and other drug treatment services with justice system case processing.

1-1: Contractor shall meet the minimum standards of the judicial branch listed in Wyo. Stat. Ann. §7-13-1604 and the Rules Governing Judicial Participation in CST programs, which require the cooperation and support of many other agencies and programs.

1-2: Contractor shall align with, and not contradict or supersede, generalized judicial statutes legislated and determined by the State. Contractor shall work cooperatively with local, traditional court systems to enhance appropriate referrals and to coordinate court schedules and hearings.

1-3: Participating agency staff designated to the Contractor shall be assigned based on personal interest in the CST Program, interpersonal skills, motivation, and professional abilities or licensure. Staff job descriptions shall include the CST Program role and responsibilities.

1-4: Contractor shall create clear job descriptions, including duties and expectations, for each member and role of the team. Job descriptions shall be reviewed annually and revised as necessary. Team members shall have access to all other members’ job descriptions. Policies and procedures related to job duties shall be developed and reviewed annually. Contractor teams shall strive to maintain appropriate competencies in each team role. An example of possible competencies can be found in the “Core Competencies Guide Adult Drug Court Planning Initiative (DCPI) Trainings” produced by the National Drug Court Institute.

1-5: Participating agencies should make staff assignments to the CST Program for a minimum of two (2) years to ensure stability and continuity of day-to-day operations and to strengthen collaborative relationships between the key professionals.

1-6: Each team shall consist of the members listed in Wyo. Stat. Ann. § 7-13-1609(a).

1-7: Contractor shall adopt written policies and procedures for staff responsible for probation or surveillance duties. Nothing in this section, or in the Contractor’s policies and procedures created

Attachment C
Court Supervised Treatment Guidelines

in response to this section, shall be construed to limit the statutorily allowed powers of certified officers who are fulfilling probation or surveillance duties on behalf of the CST Program.

1-8: The judicial branch and participating agencies should support the Contractor by making appropriate adjustments to internal policies, practices, and procedures to ensure successful day-to-day operation of the CST Program.

1-9: Contractor shall:

- a. Require agency-wide communication and cooperation among dedicated CST Program personnel, including treatment providers, in a timely manner.
- b. Cooperate with the collection and maintenance of statistical and evaluation information based on statewide standards.

1-10: The Contractor's team and board of directors, where a program has a board of directors, shall collaboratively develop, review, and agree upon all aspects of CST Program operations. The team shall create a written policy and procedures manual and review it annually. The policy and procedures manual shall be amended if necessary.

- a. Contractor will use validated, complete assessment tools to measure risk, needs, responsivity, and protective factors for each participant prior to Program entry.
- b. Contractor will provide, either in house or by contract, manualized treatment curriculums, with fidelity to the model, which are recognized as consistent with best practice standards. Programs are encouraged to add content to a manualized treatment curriculum to effect greater participant interest and engagement.
- c. Contractor shall avoid the interaction of participants with low and high-risk needs.
- d. Screening and assessment results shall be used for both CST Program eligibility and to determine level and type of care and supervision. Screening and diagnosis of clinical needs should take place prior to Program entry.

1-11: All CST Program team members shall attend and participate at each scheduled pre-court staff meeting and status hearing in accordance with WY Stat Ann. § 7-13-1609(b). At a minimum, pre-court staff meetings shall occur at the same frequency as, and in advance of, scheduled status hearings and the entire Program team shall be in attendance. The meetings should happen two (2) times per month, at a minimum.

1-12: Contractor shall not discriminate based on any individual's race, ethnicity, gender, gender identification, sexual orientation, sexual identity, physical or mental disability, religion, drug of choice, or socioeconomic status.

1-13: Contractor shall have a written consent or release of information form in accordance with Wyo. Stat. Ann. § 7-13-1607(c); participants provide voluntary and informed consent about what information will be shared between team members. Participants shall be informed of any exceptions, including mandatory reporting of explicit safety concerns or as specified by law.

1-14: Contractor shall follow all confidentiality laws and practices. (See, Public Health Service Act, 42 U.S.C. 290dd-2 and 290ee-3; and federal regulations at 42 C.F.R. Part 2). CST Program information and records shall remain confidential, except as authorized for disclosure under these standards and as allowed for in law, as authorized for the purposes of research or evaluation. The

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CST Program Judge, in conjunction with the CST Program Manager, shall supervise the application of confidentiality laws and standards in the CST Program.

1-15: Contractor shall receive training on federal and Wyoming confidentiality requirements, to include Wyo. Stat. Ann. § 7-13-1610 and Wyo. Stat. Ann. § 35-2-606, and how they affect CST Program practitioners and contractors.

1-16: Contractor shall collect, enter, and maintain any statistical information or data required by the State or as directed by the Contract.

Key Component #2: Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.

2-1: A prosecutor (District Attorney) and a defense counsel shall be assigned as members of the CST Program team and shall participate in the design, implementation, and operations of the CST Program.

2-2: The prosecutor and defense counsel shall work to create a sense of stability, cooperation, and collaboration in pursuit of the Contractor's goals. The pursuit of justice, as well as the preservation of the constitutional rights of CST Program participants, shall be ensured by both attorneys.

2-3: The prosecutor and defense counsel shall consistently attend team meetings (pre-court staff meetings and status hearings).

2-4: The prosecutor shall assist in determining whether a defendant is eligible for entry to the CST Program; agree that a positive drug test or open court admission of drug use should not result in the filing of additional drug charges; and work collaboratively with the team to decide on a team response to participant behavior including incentives, sanctions, or when termination from the CST Program is warranted.

2-5: The CST Program participant's defense counsel shall review the police reports, arrest warrant, charging document, all CST Program documents, and other relevant information; advise the defendant as to the nature and purpose of the CST Program, the rules governing participation, the merits of the CST Program, the consequences of failing to abide by the CST Program rules, and how participation or non-participation will affect his interests; provide a list of and explain all of the rights the defendant will temporarily or permanently relinquish; and advise the defendant on alternative options. The defendant's defense counsel shall explain that the prosecution has agreed that a positive drug test or admission to drug use in open court should not lead to additional charges; encourage truthfulness with the judge and treatment staff; and inform the defendant they will be expected to take an active role in status hearings, including speaking directly to the judge as opposed to doing so through an attorney. The CST Program defense counsel shall work collaboratively with the team to decide on team response to participant behavior including incentives, sanctions, and when or whether termination from the CST Program is warranted.

2-6: Both the prosecution and the defense attorney shall perform their tasks as part of the CST Program eligibility and admission process as swiftly as possible, including working with stakeholders in the legal system to shorten the time to entry into the CST Program.

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Key Component #3: Eligible participants are identified early and promptly placed into the CST Program.

3-1: Consideration for admission to the CST Program shall be limited to potential participants who meet the criteria established under Wyo. Stat. Ann. § 7-13-1607(a) & (b).

3-2: Participant eligibility requirements and intake and referral standards shall be defined objectively, agreed upon by all members of the Contractor team, included in writing as part of the Contractor's policies and procedures, and communicated to potential referral sources and shall meet the requirements established under Wyo. Stat. Ann. § 7-13-1607(c).

3-3: Contractor will monitor and address, if identified, whether equivalent access and retention is available to individuals who have historically experienced sustained or reduced social opportunities because of their race, ethnicity, gender, sexual orientation, sexual identification, physical or mental disability, religion, or socioeconomic status and ensure that those individuals receive the same opportunities as other individuals to participate and succeed in the CST Program.

3-4: Contractor shall target individuals classified as high risk and high need with alternate tracks for other risks and needs.

3-5: Assessment for substance use disorder and other treatment needs shall be conducted by a treatment staff member(s) licensed or certified through the Wyoming Mental Health Professionals Licensing Board.

3-6: The Contractor shall use validated clinical assessments for service planning and to address treatment and complementary service needs.

3-7: Participants shall be screened for CST Program eligibility as soon as possible by designated members of the Contractor's team, as identified by Contractor's policies and procedures. Contractor shall have participants begin the Program as soon as possible.

3-8: Participants considered for the CST Program shall be promptly advised about the Program, including the requirements, scope, and potential benefits and effects on their case.

3-9: Contractor shall accept individuals with serious mental health disorders, co-occurring disorders, and medical conditions. Exclusion of a person with serious mental health disorders, co-occurring disorders, and medical conditions shall be documented with sound reasoning, which shall not conflict with the American Disabilities Act or the Olmstead decision (119 S.Ct. 2176).

3-10: Contractor shall maintain an appropriate caseload based on the capacity to effectively serve all participants in compliance with these standards.

3-11: All participants shall receive a participant handbook upon accepting the terms of participation and entering the CST Program. Receipt of the participant handbook shall be acknowledged through a signed form and documented in the Contractor's file.

Key Component #4: Contractor provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.

4-1: CST Program participants shall be required to participate in a comprehensive and integrated program of alcohol, drug, and other related treatment and rehabilitation services and recovery services, based on individual participant need as approved by the Contractor.

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4-2: The primary goal of the CST Program shall be abstinence from alcohol, drugs, and other dangerous substances and developing a life of recovery, consistent with the judicial requirements of the Program and Wyo. Stat Ann. § 7-13-1603(b).

4-3: Contractor services shall be provided in a gender appropriate, culturally competent, and trauma informed manner.

4-4: A single State certified treatment agency shall provide the primary treatment services and should communicate with the treatment providers who work with participants from other agencies in order to assure participant needs are being appropriately addressed.

4-5: Contractor shall offer a comprehensive range of treatment and recovery services based on individual client needs. The standards for the treatment program for a CST Program shall be in accordance with State statutes and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. Overall duration and amount of treatment and recovery services for participants shall be based on the individual's American Society of Addiction Medicine (ASAM) placement criteria and on the individual's risk and needs determined by validated standardized assessments.

4-6: Contractor shall offer to, or facilitate the referral of, a participant to the following treatment modalities and components, as needed:

- a. The modalities and components listed in the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.
- b. Trauma informed care.
- c. Stable living: housing, education, and employment needs.
- d. Hepatitis, HIV, and sexually transmitted disease education, testing, and counseling.
- e. Treatment of mental illness.
- f. Criminal thinking programming.

4-7: The Contractor's treatment providers shall incorporate services and training consistent with the CST Program model and treatment best practices for all staff who work with CST participants.

4-8: When a Contractor has a waiting list, the Contractor shall implement treatment readiness programs for participants who are on the Program waiting list.

4-9: Contractor shall incorporate a court based phase or level system based upon risk and need levels. Individuals with different risk and need levels may attend the same group therapies but shall have differing supervision levels according to risk and need levels.

4-10: Contractor shall use standardized, manualized, behavioral or cognitive-behavioral, evidence-based treatment programming, implemented with fidelity, to ensure quality and effectiveness of services and to guide practice.

4-11: Participants shall not be incarcerated to achieve clinical or social service objectives. The Contractor's team shall only recommend incarceration consistent with Wyo. Stat. Ann. §7-13-1608(b).

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4-12: Advancement within, and graduation from, the CST Program shall be based upon the participant satisfying the established minimum criteria.

4-13: Successful discharge or termination from the CST Program shall occur with the final approval of the CST Program Judge, in collaboration with the Contractor's team, in accordance with Wyo. Stat. Ann. § 7-13-1608(c).

4-14: To ensure adequate client safety and care, the Contractor's treatment providers shall have a quality assurance program designed to evaluate the quality of care provided and promote efficient and effective services.

4-15: Contractor shall follow best practices regarding medication assisted treatment (MAT), including utilizing appropriately licensed medical professionals.

4-16 Participants shall attend self-help or peer support groups as indicated, based on treatment provider assessment and court approval.

4-17: Contractor's treatment providers shall comply with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section and any other applicable state and federal laws and shall provide services in accordance with the established scope of services and standards of the CST Program.

4-18: Alcohol and drug testing of participants shall be conducted in accordance with WY Stat Ann. § 7-13-1612.

4-19: Contractor's treatment provider shall designate a staff member(s) who is licensed or certified through the Wyoming Mental Health Professionals Licensing Board and who shall be present at all CST Program sessions to report on participants' progress, compliance, etc. The staff member shall be adequately aware of the participants' status to report accurately to the CST Program Judge.

4-20: Contractor's treatment provider shall provide reports, as defined in a memorandum of understanding (MOU), contract, or internal policy, of participants' assessments, attendance at treatment sessions, progress reports, and discharge summaries.

Key Component #5: Abstinence is monitored by frequent alcohol and other-drug testing.

5-1: Results of drug testing shall be used by Contractor to determine:

- a. If a participant is progressing satisfactorily.
- b. If a case plan needs modifying.
- c. Appropriate incentives or sanctions.
- d. Appropriate treatment level of care.
- e. Therapeutic adjustments.
- f. Whether a participant should be terminated or graduated from the CST program.

5-2: Evidence of a drug test result should not be used as evidence of a new crime or as the sole basis for probation violations.

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5-3: Contractor shall adopt written policies and procedures documenting drug testing protocols and following the standards as described in these guidelines and the included Appendix A.

5-4: Contractor shall implement a standardized system in which participants will participate in drug testing. Testing shall be administered randomly and unpredictably in accordance with Wyo. Stat. Ann. § 7-13-1612. Testing shall occur on weekdays, weekends, and holidays. As treatment dosage and supervision is reduced, drug testing shall be maintained until the participant has shown significant progress in meeting target behaviors including relapse prevention skills.

5-5: Contractor shall utilize urinalysis as the primary method of drug testing; a variety of alternative methods may be used to supplement urinalysis including breath, blood, hair, and saliva testing, patch, and electronic monitoring. Contractor shall use scientifically valid and reliable testing procedures.

5-6: All urine test samples shall be examined for dilution and adulteration. In the event the participant provides a diluted, altered, or positive sample, or fails to submit a sample, this information shall be communicated with the Contractor's team immediately and shall be responded to as a participant falsehood or tampering with evidence.

Key Component #6: A coordinated strategy governs Contractor's response to participants' compliance

6-1: Contractor shall have a formal system of responses to participant behavior—including therapeutic adjustments, incentives, and sanctions—established in writing and included in the Contractor's policy and procedure manual in accordance with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. The Contractor shall provide these guidelines to team members for use in pre-court staff meetings.

6-2: A therapeutic adjustment means an adjustment to a treatment plan where participants are compliant with treatment and supervision requirements, but are otherwise not responding to treatment interventions. In this case, the participant shall be reassessed and the treatment plan adjusted accordingly. Only the treatment provider may recommend specific therapeutic adjustments to the judge. The CST Program Judge shall make the final decision regarding the incentive, sanction, or therapeutic adjustment.

6-3: Phase promotion shall be predicated on the achievement of realistic and defined behavioral objectives, such as completing a treatment regime and remaining drug and alcohol-abstinent for a specific period of time. Incentives and sanctions may change over time as participants advance through the phases of the Program. It is best practice to use a number of incentives equal to or greater than the number of sanctions.

6-4: Before entering the CST Program, participants shall be informed in writing and verbally about the types of incentives and sanctions used in the CST Program and the types of behaviors that result in a range of incentives, sanctions, and therapeutic adjustments. Participants shall not be provided with a "grid" that specifies a particular response for each type of behavior.

6-5: The formal system of responses to participant behavior shall be organized on a gradually escalating scale, offering a range of options, applied in a consistent and appropriate manner to match individual participant conduct, level of compliance, and risk and need level. The

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Contractor's team should consider proximal and distal goals in determining the appropriate response to participant behavior.

6-6: Incentives, sanctions, and therapeutic adjustments shall be tailored to the individual participant by obtaining information about the participant during the assessment process, through conversations in pre-court staff meetings, and with the participant in court and case management meetings.

6-7: Information regarding incidents of participant noncompliance shall be communicated as soon as possible, including between court staffings, to all members of the Contractor's team to coordinate an appropriate response to the noncompliance incident.

6-8: Responses to participant noncompliance shall come as close in time as possible to the targeted behavior.

6-9: Responses to behavior shall be certain, fair, and of the appropriate intensity. All responses shall focus on specific behaviors and be administered with a clear direction for the desired behavior change.

6-10: Consequences shall be imposed for the nonmedical use of intoxicating or addictive substances including alcohol, cannabis, prescription medications, and any other mood altering substance, regardless of the licit or illicit status of the substance. The Contractor's team relies on medical input, preferably from the participant's healthcare provider, to determine whether a prescription for an addictive or intoxicating substance is a medical necessity and whether non-addictive, non-intoxicating, and medically safe alternative treatments are available.

6-11: Therapeutic adjustments may be used when a participant is not responding to treatment interventions but is otherwise in compliance with CST Program requirements. Participants may be terminated from the CST Program in accordance with Wyo. Stat. Ann. § 7-13-1608(b) and(c). If a participant is terminated from the CST Program because adequate treatment is not available, that information shall be provided to the sentencing judge upon remand.

6-12: Sanctions shall be implemented in a way for the participant to understand the consequence of noncompliance with the Contractor's rules without being viewed simply as punitive. Participants shall be told what behavior is expected of them and offered help to meet those expectations. Sanctions are delivered without expression of anger, ridicule, foul or abusive language, or shame.

6-13: The Contractor's team shall come to a mutual agreement on incentives, sanctions, and therapeutic adjustments to prevent conflict between team members. Staff meetings can help coordinate on the appropriateness of a sanction based on proximal and distal considerations.

6-14: Contractor may assess fees on a flat fee or sliding scale basis. Participants are encouraged to have paid all required program fees prior to graduation. Contractor must work with each participant to establish a payment plan and monitor payment progress to ensure lack of payment does not become a barrier to phase advancement or graduation.

6-15: Contractor shall assess, collect, and expend Program fees consistent with Wyo. Stat. Ann. §7-13-1605 (c) (ii) and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. Fees may be expended to offset the costs of the CST Program.

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6-16: Contractor must have a process to address inability to pay for participants to ensure equal access based upon socioeconomic status.

6-17: Contractor must use jail sanctions sparingly and with the intention of modifying participant behavior in a positive manner. Contractor shall follow state statutes governing the use of jail sanctions when using jail as a sanction in accordance with Wyo. Stat. Ann. §7-13-1608(b) and (c).

6-18: To graduate, participants must have steady employment, be enrolled in school, college, trade school, or engaged in some qualifying productive activity approved by the Contractor's team.

6-19: To graduate, participants must have a sober and sustainable housing environment that is conducive to recovery.

Key Component #7: Ongoing judicial interaction with each CST Program participant is essential

7-1: The focus and direction of the CST Program are provided through effective leadership of CST Program Judge, in partnership with the Contractor's team. The Judge is in a unique position to exert effective leadership in the promotion of coordinated drug control efforts. To encourage full commitment to the success of the CST Program, the Judge shall allow the Contractor's team to participate fully in the design and implementation of the CST Program. The Judge shall maintain a non-adversarial atmosphere in the CST Program. All staff must see their job as the facilitation of the participant's rehabilitation. The Judge is one of the key motivational factors for the participant to seek habilitation or rehabilitation. Less formal and more frequent court appearances must be scheduled to allow the Judge to motivate and monitor the participants.

7-2: The referring judge can also serve as the CST Program Judge; it is not a conflict of interest in accordance with Wyo. Stat. Ann. § 7-13-1604(b). The CST Program Judge can be either the sitting judge from a traditional court or a magistrate.

7-3: The CST Program Judge and the Contractor's team should serve as supporters of the CST Program. They represent the CST Program in the community, before the federal, state, and local governments, criminal justice agencies, tribal entities, and other public forums.

7-4: The CST Program Judge should serve a term of at least two (2) years. Consistency of the Judge for participants correlates with better outcomes. Rotating or alternating judges should be avoided. The Contractor's team should include one primary judge and a second judge trained in the CST Program philosophy and protocols to cover any status hearings during the absence of the primary judge. It is recommended the second judge rotate through the CST Program for a term of at least two (2) years to ensure better outcomes.

7-5: The CST Program Judge shall be knowledgeable on the CST Program model, substance use disorders, treatment methods, recovery best practices, substance screening, trauma, and other related issues.

7-6: The CST Program Judge offers supportive comments to participants, stresses the importance of their commitment to treatment, other CST Program requirements, and expresses optimism about the participants' abilities to improve their health and behavior. The Judge shall not humiliate participants or subject them to foul or abusive language. The Judge allows participants a reasonable opportunity to explain their perspectives concerning factual controversies and the imposition of sanctions, incentives, and therapeutic adjustments.

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7-7: The CST Program Judge shall conduct court in a way that all participants benefit by observation of others as they progress or fail to progress in the CST Program.

7-8: The CST Program Judge makes final decisions concerning the imposition of incentives or sanctions that affect a participant's legal status or liberty after taking into consideration the input of the Contractor's team members and discussing the matter in court with the participant or the participant's legal representative in accordance with Wyo. Stat. Ann. §7-13-1609. The Judge relies on the input of trained treatment professionals when imposing treatment-related conditions.

7-9: A regular schedule of status hearings shall be used to monitor participant progress. Participants shall attend weekly, or every other week, status hearings while in the first phase of the CST Program, depending on the participant's risk and need. This schedule may continue through additional phases. Frequency of status hearings may vary based on participant needs and program policies.

7-10: At status hearings, the CST Program Judge shall speak with each participant individually.

7-11: The CST Program Judge shall strive to spend at least three (3) minutes with each participant during status hearings.

Key Component #8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

8-1: Data needed for CST Program monitoring and management shall be kept in a state-wide electronic data system, easily obtainable and maintained in useful formats for regular review by the Contractor's teams and management. Information and data collected in the automated database shall contain a required set of data elements. These data elements are listed in Wyo. Stat. Ann. §7-13-1613 and Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.

8-2: Contractor shall use an electronic database specified by the Agency for collection of participant demographic and program activity data. The Contractor is responsible for collecting all information necessary to calculate the approved performance measures and to report as much information available about participants, as identified in the electronic database.

8-3: Contractor's staff members should record information concerning the provision of services and in-program outcomes within seventy-two (72) hours of the respective events.

Key Component #9: Continuing interdisciplinary education promotes effective CST Program planning, implementation, and operations.

9-1: Contractor shall provide orientation and training for their staff and team members including those employed by participating agencies and the Contractor shall act as soon as practicable to provide appropriate training for new staff and team members. Budgets should include funding for training of Contractor team members.

9-2: Contractor shall address staff training requirements and continuing education in their policy and procedures manual. Recommended training shall align with state and national standards and practices endorsed by the National Association of Drug Court Professionals (NADCP) and its divisions (National Drug Court Institute, National Center for DWI Courts, and Justice for Vets).

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Treatment practices must be evidence-based practices endorsed by, the Substance Abuse and Mental Health Services Administration, or culturally based practices deemed effective and appropriate.

- a. Training not provided by the NADCP, or its divisions, or the Agency must be submitted to the Agency for approval as accepted CST Program-specific curriculum at least fourteen (14) days prior to the training event.
- b. All probation and surveillance officers shall complete an approved training program before conducting field work in a home or bar check situation. A probation or surveillance officer who has not yet been trained may accompany a trained officer for such activities, but must complete the training within six (6) months of initial hire.

9-3: Contractor's staff shall be educated across disciplines for professional development, cultural responsiveness, and team building. Training and education should include topics such as the CST Program model, best practices, substance use disorder, drug, alcohol, and mental health treatment, co-occurring disorders, sanctions and incentives, drug testing standards and protocols, confidentiality and ethics, recognizing implicit cultural biases and correcting disparate impacts for members of historically disadvantaged groups, and proficiency in dealing with participants' race, culture, ethnicity, gender and sexual orientation, and trauma.

9-4: Contractor's team should attend training conferences yearly or every other year as provided by state or national CST Program organizations.

9-5: The Contractor's new team members shall receive forty (40) hours of CST Program-specific or Agency approved formal orientation and training administered and provided by previously trained team members within six (6) months of joining the team. Formal training can include online webinars, CST Program trainings, and conferences.

- a. If the Contractor's treatment providers, other than the treatment provider representative on the team, provide direct services to CST Program participants, they must also have forty (40) hours of training, as described above, within six (6) months of initial provision of services.
- b. All Contractor team members and individual treatment providers who provide services for CST Program participants must complete six (6) hours of CST Program-specific training each subsequent year. Training hours in excess of the annual six (6) hours may be carried over for up to one (1) year, subject to Agency approval.
- c. Training that qualifies to meet the requirements above may include CST Program specific courses and seminars provided by the U. S. Department of Justice, the NADCP and its divisions, the National Drug Court Resource Center, Treatment Court Online, any state drug court association recognized by the Agency, or the Agency. In order to receive credit for training sponsored by any other person or entity, the applicant must first receive the written approval of the Agency. To request approval of the course or seminar, the applicant must first submit a written request together with a detailed summary of the training and course outline at least fourteen (14) days prior to the training.

9-6: The CST Program Judge receives specialized training in legal and constitutional issues, judicial ethics, behavior modification, and community supervision.

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Key Component #10: Forging partnerships among CST Programs, public agencies, and community-based organizations generates local support and enhances CST Program effectiveness.

10-1: Contractor shall utilize other community-based services and treatment providers that may be able to augment CST Program services including, but not limited to, private and public social service agencies, law enforcement, health providers, business community, faith community, media, consumer-run recovery organizations, and other entities which may help the CST Program meet its mission.

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Appendix A: Drug Testing Protocols

A-1: Contractor shall adopt written policies and procedures that document its drug testing protocols. The Contractor's drug testing policies and procedures shall address, at a minimum, these topics:

- a. The types of drug testing to be performed.
- b. Drug testing frequency, including description of random drug-test component.
- c. What, if any, steps will be taken in handling disputed results.
- d. If the Contractor's drug testing procedures necessitate preservation of the drug testing samples, the Contractor's policies shall document the steps necessary to maintain proper chain of custody of test specimens and results.
- e. Descriptions of what will be considered a "positive" test result.

A-2: Each CST program shall document its urinalysis (UA) collection protocols following these guidelines:

- a. All urine collection shall be observed except as described in Subsection C.
- b. Collectors must have an unobstructed view of the specimen flow and must be of the same gender as the participant providing the specimen (no exceptions); trans-gender or trans-sexual participants should be given the opportunity to choose the gender of the official collecting the samples.
- c. Take unobserved specimens only when the participant and the collector are not of the same gender or it is virtually impossible to collect an observed specimen (i.e., where circumstances beyond the control of the collector preclude the collection of an observed specimen).
 1. In the rare case of unobserved urine specimens, procedures must be documented that would minimize ability of the participant to adulterate the specimen, and call the participant to be tested again under observation within twenty-four (24) hours.
- d. The Contractor's collectors shall be trained in collection, testing, and chain of custody procedures if appropriate for their CST Program.
- e. Training, staffing levels, and testing location must minimize risk of sexual or physical harassment between collector and participant. Training shall include the following topics:
 1. Maintain a clinical, professional demeanor that is detached and impersonal.
 2. Conduct the testing the same way every time for every participant.
 3. Remember that some participants have been through trauma.
 4. Participants may accuse the collector of mistreatment.
 5. Always ask questions to give the participant an opportunity to admit use.

Practice 1: When the Contractor's staffing resources make it difficult to collect urine specimens observed by a collector of the same gender as the defendant, the Contractor shall explore the possibility of collaborating with other community resources, such as county compliance programs

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or local law enforcement. Testing can also be scheduled in such a way to ensure that appropriate staff are available for the participants who require testing.

Appendix B: Fees

B-1: Fees, in addition to CST Program fees, participants can be charged for services, such as these:

- a. Treatment costs.
- b. Drug and alcohol testing.
- c. Monitoring and compliance services and equipment.
- d. Psychological screening and assessments.
- e. Medical screening and assessments.
- f. Assistance with transportation costs to the CST Program.
- g. Interpreter's fees.
- h. Temporary housing assistance.

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY ADULT TREATMENT COURTS

- 1. Purpose.** The Parties to this Contract agree that Contractor, Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts, is a Business Associate of the Wyoming Department of Health, Behavioral Health Division (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Contract. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the “Privacy and Security Rules.”
- 2. Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the “Business Associate.”
- 3. Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to provide substance abuse treatment services, as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, C.F.R. 42, and Agency policies and procedures. as set forth in the Contract, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:

 - A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.
 - B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION (AGENCY)
AND BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE CAMPBELL
COUNTY ADULT TREATMENT COURTS (BUSINESS ASSOCIATE)

on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.

- C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.
- D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.
- E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111-5 on the Health and Human Services website.
- F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.
 - i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.
 - ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.
 - iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health

information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

- G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Business Associate under the terms of this attachment.
- H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall notify the Agency within three (3) business days following its receipt of such request. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for protected health information. The Parties' failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Contract and all other contracts between the Parties.
- J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. The Parties' failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Contract and all other contracts between the Parties.
- K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business

Associate on behalf of the Agency available to the Agency or to the Secretary of Health and Human Services for purposes of determining the Agency's or Business Associate's compliance with the Privacy and Security Rules. The Business Associate shall notify the Agency if it provides such information to the Secretary.

- L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528. The Business Associate shall comply with the Agency's request for such information within seven (7) business days following the Agency's request. Should the Business Associate receive such request directly, it will notify the Agency. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties' failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Contract and all other contracts between the Parties.
- M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Agency.
- N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.
- O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

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

- A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.

- C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111-5.
- D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.
- E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

- A. **Amendments.** If the Contract must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Contract upon thirty (30) days' prior written notice to the other party.
- B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Contract shall be construed to allow or require either Party to violate such rules.
- C. **Notices.** In addition to the notice provisions set forth in the Contract, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency's designated representative for this Contract and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.
- D. **Termination.** In addition to the termination provisions in the General Provisions section of this Contract, the Contract may be terminated for cause if the Business Associate materially violates the terms of this attachment.
 - i. **Material Violation of Attachment.** Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency

- which involves the use or disclosure of protected health information, as determined by the Agency, shall constitute a material violation and shall entitle the Agency to terminate this Contract immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.
- ii. Cure. If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's primary contracts with the Agency, and the Agency does not terminate this Contract pursuant to subsection "i" above, then the Agency may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Contract, where feasible, or if termination is not feasible, may report the Business Associate's violation to the Secretary of Health and Human Services or his designee.
 - iii. Effect of Termination. Upon termination of this Contract for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Agency. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.
 - iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

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The following page(s) contain the backup material for Agenda Item: [10:25 Chapter 4 Rules Proposed Amendments](#)

*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: Jed Holder, Building Code Official
DATE: June 16, 2020
SUBJECT: Amendments to Chapter 4, Rules Regulating Construction

The Building Division has finalized amendments to Chapter 4. The State of Wyoming adopted the 2020 National Electric Code (NEC) effective January 1, 2020. Per WY §35-9-121(ii), the County is required to adopt the same version by July 1, 2020. Staff is also taking this opportunity to make minor modifications to the text of other sections, propose easing plumbing requirements for mandatory drinking fountains, and take over authority from the Wyoming Department of Environmental Quality (DEQ) to include permitting for commercial small wastewater systems. The last update to Chapter 4 occurred in 2018.

A summary of the proposed amendments:

- Update the NEC from the 2017 model code edition to the 2020 edition.
- Amend and clarify language to the International Building Code ‘Roof Snow Load’ requirements. This does not change any requirements, it simply makes the language more concise, easier to read, and eliminates an error found in the original text.
- Clarify Section 12(A)(11)(a) so that the wording is clear that this section for septic systems applies only to un-zoned properties. This does not change the intent or the administration of this section.
- Add commercial small wastewater systems to the County’s permitting authority, eliminating the need for constituents to apply to the DEQ. This will streamline and simplify processes for local developers.
- Amend the International Plumbing Code to ease requirements of when drinking fountains are mandatory for certain establishments.

A 45-day public comment period and a public hearing are required prior to adoption of the amended rules. Copies of the rule amendments are available from the Public Works office in the Courthouse, and online on the County website.

Staff recommends the Board put the proposed amendments to Chapter 4 out for 45-day public comment and set a public hearing date for August 4, 2020.



500 South Gillette Avenue
Suite 1500
Gillette, Wyoming 82716
(307) 682-1970
(307) 687-6468 Fax

Department of Public Works

NOTICE OF INTENT TO AMEND CHAPTER 4, CAMPBELL COUNTY RULES REGULATING CONSTRUCTION

PLEASE TAKE NOTICE that the Board of Campbell County Commissioners hereby gives notice of its intent to adopt amendments to the Chapter 4, Campbell County Rules Regulating Construction in accordance with W.S.S. 18-5-201.

A copy of the proposed amendments to the referenced regulations are available at the Department of Public Works, Campbell County Courthouse, 500 S. Gillette Ave., Ste. 1500, Gillette, Wyoming 82716 or may be viewed on the county website at www.ccgov.net/publicworks. Any interested person may present their views regarding this intended action by submitting written comments to the Board no later than 5 p.m. on the 24th day of July 2020 by delivering your comments to the address listed above via United States mail or by hand delivery.

The proposed amendments to Chapter 4 include: repealing the 2017 National Electric Code (NEC) and replacing with the 2020 NEC as required by the State of Wyoming, easing regulations in the plumbing code; rewording current language to roof snow load requirements to make that section easier to understand, add clarifying language to the small wastewater systems standards to eliminate ambiguity and making it easier to understand and adding commercial small wastewater systems to the County's permitting authority, eliminating the need for constituents to apply to the State Department of Environmental Quality for most commercial systems.

Any person wishing to present their views orally may attend a public hearing scheduled for August 4th, 2020 at 10:30 a.m. in the Campbell County Courthouse, Commissioner's Chambers, 500 S. Gillette Ave., Gillette, Wyoming.

Following the time allotted for public comment and the public hearing, the Board intends to take official action regarding the adoption of the proposed amendment at their regularly scheduled meeting on August 4th, 2020.

Dated this _____ day of June 2020.

**SUSAN SAUNDERS
CAMPBELL COUNTY CLERK**

By: _____

Publish: June 27, July 18

SUMMARY OF PROPOSED AMENDMENTS TO CAMPBELL COUNTY RULES REGULATING CONSTRUCTION

	SUBJECT	PROPOSED AMENDMENTS	REASON FOR CHANGES
1.	2018 International Building Code (IBC)	<ul style="list-style-type: none"> Amend IBC Section 1608.2. 'Ground Snow Load'. This proposed amendment simplifies previous language making the section easier to understand. (See Ch. 4 pages 4-12 through 4-15) 	<ul style="list-style-type: none"> The previous amendment addressed the need for stronger roof systems to accommodate for snow and ice accumulation here in Campbell County; however, the text contained a mistake and was confusing. The proposed changes simply clarify the language making it easier to understand for both design professionals and staff.
2.	NEC Code Update	<ul style="list-style-type: none"> Adopt the 2020 edition of NFPA 70, The National Electric Code (NEC) (See Ch. 4 pages 4-18, 4-21) 	<ul style="list-style-type: none"> The State of Wyoming adopted the 2020 edition of the NEC effective January 1, 2020. Per WY Statute 35-9-121(ii), the County is obligated to adopt the 2020 edition no later than July 1, 2020. The most significant impact appears to be an expanded section on the requirements for Ground Fault Circuit Interrupters. The result is more locations in homes will now require receptacles to have GFCI protection where water might be encountered.
3.	2018 International Plumbing Code (IPC)	<ul style="list-style-type: none"> Amend IPC Section 410.2. This Section requires drinking fountains for buildings that have a design occupant load of over 15 persons. Staff proposes amending that requirement to a design occupant load over 30. (See Ch. 4 page 4-21) 	<ul style="list-style-type: none"> Based on feedback from constituents, requiring drinking fountains for small occupancies seems to be too restrictive for rural Campbell County. A more reasonable threshold seems to be an occupant load of greater than 30. This would allow most repair shops, warehouses, and small office spaces to omit this requirement, while still addressing larger occupancies like stores or similar where providing drinking fountains for customers and a greater number of employees is more appropriate.

To view the full regulations with proposed amendments or to learn more, visit our website!

SUMMARY OF PROPOSED AMENDMENTS TO CAMPBELL COUNTY RULES REGULATING CONSTRUCTION

<p>4.</p>	<p>Small Wastewater Systems</p>	<ul style="list-style-type: none"> • Amend language in affected Chapter 4 Sections to include permitting authority for commercial small wastewater systems. Previously, the County only permitted residential systems. • Two appendices to Chapter 4 were created for the purpose of codifying and simplifying permit process and procedures. (See Ch. 4 pages 4-2, 4-8, 4-23, and 4-28 for specific sections) 	<ul style="list-style-type: none"> • Per the County’s previous Delegation Agreement with the WY Department of Environmental Quality (DEQ), the County only regulated Small Wastewater Systems (SWWS) for residential homes. Per DEQ standards, any system servicing 2000 gallons or less of domestic sewage per day is considered a SWWS, regardless if it is generated by a residence or business such as an office space or similar. • Because there are no differences in the design or installation, it follows that Campbell County should be able to administrate the installation of all SWWS’s. • The proposed changes to Chapter 4 reflect that expanded authority. The benefits to County constituents are many. Among them include faster permitting processes for developers, working face to face with local authorities, and making most building projects a ‘one-stop’ shop for permitting.
<p>5.</p>	<p>Section 12-11(a): Wyoming DEQ, Water Quality Rules and Regulations, Chapter 25, supplements</p>	<ul style="list-style-type: none"> • Amend Chapter 4, Section 12(A)(11)(a) to include the word ‘un-zoned’ for clarity. (See Ch. 4 page 4-23) 	<ul style="list-style-type: none"> • This section of Chapter 4 governs how many septic systems can be placed on a given section of land and minimum distance between multiple systems. • This has always been administered as it applies to un-zoned properties. Chapter 7 - Zoning Regulations already defines minimum development standards for zoned properties. The intent of adding the word ‘un-zoned’ is to remove any ambiguity and make this section easier to read for staff and the public.

To view the full regulations with proposed amendments or to learn more, visit our website!

CHAPTER 4
RULES REGULATING CONSTRUCTION
Amended December, 2018

Section 1. Authority.

This Chapter is adopted pursuant to the authority granted by W.S. 18-5-105, W.S. 35-9-121 and W.S. 35-11-304 and supersedes all previous Rules Regulating Construction.

Section 2. Definitions.

As used in this Chapter, the following definitions apply:

- A. "Applicant" means the owner or authorized agent making application for a permit.
- B. "Automatic Sprinkler System" is an integrated system of a water source, piping, and heat activated fire suppression devices designed in accordance with fire protection engineering standards as fully defined in 2015 IFC Chapter 2.
- C. "Average Daily Demand" means the total annual water use divided by the number of days the system was in operation. A minimum average daily demand of four hundred (400) gallons per day per Water Service Connection shall be used, unless the annual water use is available. Comparable records may be used if approved by the Building Code Official.
- D. "Building Division" means the division of the Campbell County Department of Public Works responsible for issuing Building, Electrical, Mechanical and Plumbing Permits and performing inspections on that work.
- E. "Building Code Appeals Board" means a Board created by the Campbell County Commissioners (Resolution 1449) to hear and decide appeals of orders, decisions or determinations made by the Building Code Official or Fire Code Official relative to the application and interpretation of this code.
- F. "Building Code Official" means the officer or other designated authority or a duly authorized representative charged with the administration and enforcement of this code. The position of Building Code Official is also referred to as the "Administrative Authority", "Authority Having Jurisdiction", "Code Official", and "Fire Code Official" as those titles are used to refer to the individual responsible for administration and enforcement of the codes adopted in this Chapter.
- G. "Building Permit" means an official certificate of authorization by the Building Division for construction, enlargement or alteration of a building in accordance with Section 6.

- H. “Central Stations” means a system or a group of systems in which the operations of circuits and devices are transmitted automatically to, recorded in, maintained by, and supervised from a listed central station that has competent and experienced servers and operators who, upon receipt of a signal, take such action as calling the local dispatch (fire or law enforcement).
- I. “Commercial Building” means all buildings not included in the definition of Residential buildings.
- J. “Community Water System” means a water supply system that has no more than nine (9) Water Service Connections and serves fewer than twenty-five (25) individuals with water for human consumption, which is permitted through the Campbell County Public Works Department and Chapter 4, Rules Regulation Construction.
- K. “Cross Connection” means any actual or potential connection between a potable water supply and any other source or system through which it is possible to introduce contamination into the system.
- L. “Delegation Agreement” means the current agreement between the Wyoming Department of Environmental Quality and Campbell County in accordance with W.S. 35-11-304 by which Campbell County has assumed authority for the enforcement and administration of the permitting of Residential and Commercial Small Wastewater Systems, publicly owned and controlled sewage collection facilities, and publicly owned and controlled water distribution facilities.
- M. “Electrical Wiring Permit” means an official certificate of authorization issued by the Building Division in accordance with W.S. 35-9-120(e) and 35-9-121 and Section 7.
- N. “Engineer” means a professional engineer licensed with the State of Wyoming Board of Professional Engineers and Professional Land Surveyors. In Section 13, any item required to be completed by an Engineer may also be completed by a professional geologist licensed with the Wyoming State Board of Professional Geologists.
- O. “Farm or Ranch Operation” means that the primary use of the property where the structures are located, along with any leased or owned property adjacent to or in close proximity to the subject parcel, is to produce agricultural products or to graze livestock for monetary profit as a primary source of income.
- P. “Flood Damage Prevention Resolution” is a resolution adopted by the Campbell County Commissioners on January 2, 2008 for the purpose of minimizing losses due to flooding in specific areas of the county.

Commented [SGP1]: The word ‘Commercial’ is added to reflect our new Delegation Agreement giving the County the ability to permit small wastewater systems for commercial buildings.

- Q. “Looped Water System” means a water distribution system whereby any Water Service Connection can receive water from two (2) directions.
- R. “Mechanical Permit” means an official certificate of authorization by the Building Division for heating, ventilation, air conditioning and gas line work in accordance with Section 8.
- S. “Meter Pits” must be Mueller single or double meter pits or an approved equal and shall contain backflow prevention and shut-off valves. Approval shall be made by the Building Code Official.
- T. “Owner” means the person holding title to real property.
- U. “Platted Subdivision” means any parcel or lot created through the subdivision plat process and where a map, drawn to scale by a licensed surveyor, showing how a portion of land is divided into blocks and lots, and showing streets, alleys and easements, common areas, dedications and other attributes, pursuant to the requirements of Campbell County Chapter 6, Subdivision Regulations and W.S. 18-5-306, is recorded in the land vault of the County Clerk’s Office. Parcels created through a Record of Survey or subdivision exemption process shall not be considered part of a platted subdivision.
- V. “Plumbing Permit” means an official certificate of authorization issued by the Building Division in accordance with Sections 9 and 10 for domestic or commercial water supplies, sewage disposal, and all piping and materials necessary to complete these activities.
- W. “Potable Water” means water meeting EPA Primary Drinking Water Standards.
- X. “Remodeling” includes repairing, altering, or expanding a building or its plumbing, mechanical or electrical systems.
- Y. “Residential” means a building where more than half of the floor area is used for dwelling purposes.
- Z. “Rules Regulating Construction” means this document as adopted by the Board of Commissioners.
- AA. “Small Wastewater System” means any sewage system, disposal system, or treatment works having simple hydrologic and engineering needs which is intended for wastes originating from a single Residential unit serving no more than four (4) families or which distributes two thousand (2,000) gallons or less of domestic sewage per day.
- BB. “Water Service Connection” means any water line or pipe connected to a distribution supply main or pipe for the purpose of conveying water to a water user’s system.

Section 3. Applicability of Rules Regulating Construction.

- A. The provisions of this Chapter shall apply to any construction or installation for which an application for a Building Permit, Electrical Wiring Permit, Mechanical Permit or Plumbing Permit is required by the Building Division.
- B. The provisions of this Chapter shall not apply to any construction or installation that Campbell County is preempted by state or federal law from regulating or permitting.
- C. This Chapter shall supersede all previous rules and regulations, resolution, or building codes adopted by Campbell County.

Section 4. Enforcement of Rules Regulating Construction.

- A. The Building Division shall enforce the Rules Regulating Construction prescribed in Chapter 4 for that portion of Campbell County lying outside of the corporate limits of the City of Gillette and the Town of Wright.
- B. The Building Code Official shall have the authority to render interpretations and enforce the Rules Regulating Construction.
- C. Violation penalties, re-inspection fees, and appeals.
 - 1. Persons who violate a provision of any of the Rules Regulating Construction or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Building Code Official, or of a permit or certificate issued under provisions of any of the Rules Regulating Construction, shall be subject to a fine of \$250 per day. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
 - 2. Upon issuance of a stop work notice from the Building Code Official, work that is being done contrary to the provisions of any of the Rules Regulating Construction or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person performing the work. The notice shall state the condition under which work is authorized to resume. Where an emergency exists, the Building Code Official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as the person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties set forth in Section 4.C.1.
 - 3. The first two (2) inspections for each portion of construction or type of work are performed free of charge. Each additional re-inspection that is needed due to incorrect

work will be assessed a fee of \$60. The fee must be paid in person at the Building Division office prior to scheduling the reinspection.

4. The first two (2) commercial plan reviews will be completed free of charge. A \$250 fee will be assessed and added to the cost of the Building Permit for each subsequent review which is needed due to incorrect material.
5. A \$60 fee will be assessed when any work commences prior to obtaining a required permit.
6. Appeals from the decision or actions of the Building Code Official shall be to the Building Code Appeals Board in accordance with its established rules and procedures.
7. The Building Code Official reserves all other rights and remedies available under the law to enforce the Rules Regulating Construction.

Section 5. General Permit Requirements.

- A. All applications for permits under this Chapter require the following:
 1. Zoning Certificate. For zoned parcels, an approved Zoning Certificate from the Planning and Zoning Division shall be required prior to issuance of any permit. Refer to Chapter 7, Zoning Regulations for requirements.
 2. An approved site plan. The site plan shall be a drawing, to scale or clearly dimensioned, showing the uses and structures (existing or proposed) for a parcel of land. The plan shall include a north arrow, property lines, streets, location of all buildings, wells (water and methane), septic tank and leach field, as well as the location for a future replacement leach field, easements/rights-of-way, and the location of utilities including electrical service lines, water lines, sewer/septic lines, natural gas and propane & LPG lines, etc. (existing and proposed). The Building Code Official, per IBC 107.2.5, may also require a grading plan and/or spot elevation to address topographical and drainage issues on a site by site basis.
 - a) Culverts are required for new driveway approaches that cross drainage ditches. Culvert installation shall be as specified in the subdivision disclosure statement, or as approved by the Building Code Official. Minimum size is twelve (12) inches in diameter. Driveway and culvert installation may be subject to approval by the subdivision Improvement and Service District or Homeowners Association.
 3. Plans to verify compliance with the Rules Regulating Construction. Plans shall be drawings that show the shape, size, and location of important details relating to the construction of all buildings. The plans shall clearly indicate the nature and extent of the work proposed and show, by details or other means, that the work will conform to the Rules Regulating Construction.

- B. The Building Code Official shall issue permits under this Chapter after determining that the proposed project will comply with the Rules Regulating Construction.
- C. The applicant shall maintain a copy of all permits, approved plans, job sign off sheet, and plan review documents available on the job site.
- D. Per the current Campbell County Chapter 8, Addressing Standards, all properties must display the assigned address with address numbers which are clearly visible from the roadway. Inspection by the Building Division will not be performed upon the property until those assigned address numbers are posted.
 - 1. Campbell County Public Works shall issue a new address for all properties not currently assigned a valid address, and shall re-assign property addresses as applicable, upon review. No properties shall obtain a building permit without a valid County issued address.

Section 6. Building Permits.

- A. Except as provided in subsection C of this section, before performing any work, any person constructing or remodeling a residential dwelling, public, commercial, or industrial building shall apply to the Building Division to obtain a Building Permit.
- B. For all public, commercial or industrial buildings, a Commercial Site Plan Review application and meeting shall be required prior to applying for a Building Permit. The application and submittal schedule for Commercial Site Plan Review meetings can be found in the Public Works Office or on the county website.
- C. A Building Permit shall not be required for:
 - 1. A public, commercial, or industrial building associated with the extraction of oil, gas, coal or other minerals.
 - 2. Structures located o parcels used exclusively for Farm and Ranch Operations as defined within Section 2. Definitions of this document.
 - 3. One- and two-family residential dwelling located outside a Platted Subdivision.
 - 4. Any Manufactured home designed and constructed per HUD Standards.
- D. A \$250 fee will be charged for all new Commercial Building Permits. Reinspection fees may apply per Section 4(C)(3).

- E. For homes built off site to IRC standards, onsite inspections are required per Section 11. In addition, a third-party inspection report is required from the manufacturer.

Section 7. Electrical Wiring Permits.

- A. Except as provided in subsection B. of this section, before performing any work, any person installing electrical equipment in new construction or remodeling of a building, mobile home, or premises shall apply to the Building Division to obtain an Electrical Wiring Permit.
- B. An Electrical Wiring Permit shall not be required for:
 - 1. Structures located on parcels used exclusively for Farm and Ranch Operations as defined within Section 2, Definitions of this document. Electrical contractors performing work on parcels of deeded land forty (40) acres or greater shall comply with W.S. 35-9-123(b).
 - 2. Any installation associated with the extraction of oil, gas, coal or other minerals.

Section 8. Mechanical Permits.

- A. Except as provided in subsection B. of this section, before performing any work, any person installing a heating or air conditioning system or gas lines in a building or structure shall apply to the Building Division to obtain a Mechanical Permit.
- B. A Mechanical Permit shall not be required for:
 - 1. Structures located on parcels used exclusively for Farm and Ranch Operations as defined within Section 2. Definitions of this document.
 - 2. Buildings and structures associated with the extraction of oil, gas, coal, or other minerals.

Section 9. Plumbing Permits.

- A. Except as provided in subsection B. of this section, before performing any work, any person installing plumbing in a building or structure, or modifying or installing a Community Water System, or Small Wastewater System, shall apply to the Building Division to obtain a Plumbing Permit.
- B. A Plumbing Permit shall not be required for:
 - 1. Structures located on parcels used exclusively for Farm and Ranch Operations as defined within Section 2, Definitions of this document.
 - 2. Buildings or structures associated with the extraction of oil, gas, coal, or other minerals.

- C. No Plumbing Permits for new Residential or any Commercial construction will be issued until the applicant provides proper verification that a potable water source will be provided to the project.
1. For on-lot wells a copy of the valid State Engineer’s Office well permit for the proposed use shall be required.
 2. For shared wells, a valid Shared Well Agreement shall be submitted along with a copy of the State Engineer’s Office well permit for the proposed use.
 3. For connections to Community or Public Water Systems, written verification shall be submitted from the owner of the system indicating the system has adequate capacity and that permission is granted to make the connection.

Section 10. Plumbing Permit for Residential Small Wastewater Systems.

- A. ~~Before permitting any work, a~~ Any person installing a Residential Small Wastewater System shall apply to the Building Division to obtain a Plumbing Permit prior to starting work. All wastewater systems shall comply with Appendix 2 to Chapter 4 Regulations ~~the Delegation Agreement~~.
1. ~~All Small Wastewater Systems for residential dwellings shall be permitted, inspected, and approved through the Building Division. If the percolation rate is less than one minute per inch, or more than 60 minutes per inch, the Small Wastewater System must be designed and sealed by an Engineer.~~
 2. ~~A complete application is required prior to inspection in the field. The application shall clearly identify the location and results of the percolation tests, the location and materials for the proposed leach field, the length of the individual legs, depth to the base of the infiltrator or the leach field and the location of a replacement field.~~
- 1 Any system that is not a Small Wastewater System ~~for a Residential dwelling~~ shall be permitted through the Wyoming Department of Environmental Quality.
 - 2 Prior to re-energizing any home or business on a parcel where no information on the Small Wastewater System is on file, the septic tank shall be pumped to verify a 1000 gallon minimum capacity as required by Wyoming DEQ for single family dwellings with 4 bedrooms or less.

Commented [SGP2]: This wording in this section is modified to include any Small Wastewater System for domestic sewage, whether from a home or a business as defined by Appendix 1 to Chapter 4, DEQ Chapter 25.

Commented [SGP3]: Appendix 2 is a new document created for the purposes of permitting and design of Small Wastewater Systems. The intent is to provide all information in one easy to understand document.

Commented [SGP4]: Items 1 and 2 are struck because they are addressed in Appendix 2 to Chapter 4, thereby reducing redundancy and confusion.

Commented [SGP5]: We have added the word ‘business’ to reflect that small wastewater systems are not limited to only residential applications.

Section 11. Inspections.

- A. The Building Division shall perform required inspections during the normal course of construction and notify the Owner and builder of any violations found during any inspection.

- B. If an inspection reveals that a life-threatening code violation exists, or that a project has commenced before the required permits have been obtained, the Building Division or Building Code Official shall issue a violation notice and a stop work order to the Owner.
- C. Upon completion of a project requiring a permit under this Chapter, and prior to occupancy, the Building Division shall perform a final inspection to determine conformance with the approved plans and codes. When there are no violations, a certificate of occupancy shall be issued.

Section 12. Adoption of Rules Regulating Construction.

- A. The following documents are adopted by reference into Chapter 4, Rules Regulating Construction for Campbell County, Wyoming:
 - 1. International Fire Code, 2018 Edition, including Appendices A, D, E, F, G and B (B only applies in certain circumstances as outlined below).

Appendix B only applies in areas with access to a water supply capable of supplying the required fire flows.

- a) The following amendments to the International Fire Code, as adopted by Section 12(A)(1) above, are hereby made a part of this rule.

(1) Section 101.1 of the International Fire Code is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of Campbell County hereinafter referred to as “this code”.

(2) Section 108, Board of Appeals, is repealed in its entirety.

(3) Section 401.3.2 Alarm Activations, the following is added:

401.3.2.1 Central Stations. Central stations shall immediately notify the Campbell County Sheriff’s Office Dispatch for dispatch of the fire department of alarm signals initiated by any fire alarm, fire extinguishing system or equipment. Supervisory signals shall be relayed to the Campbell County Sheriff’s Office Dispatch for dispatch of the fire department. The fire department must be notified by faxed or electronic report of all trouble signals which exist for greater than a single 6-hour time period. Campbell County Sheriff’s Office Dispatch, for the fire department, shall be contacted prior to notification of the subscriber.

(4) Section 505.1, Address Numbers, amended to read as follows:

505.1 New and existing building shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. If the structure is not visible from the roadway because of terrain, trees or other obstruction, the

address numbers shall be posted on both sides of a post which shall be a minimum of four (4') feet and maximum of seven (7') feet in height above the ground in a visible location within twenty (20') feet of a public road at the Access Drive to the structure. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch.

Exceptions: Structures within twenty-five (25') feet of a public road may place the addresses on the structure.

- (5) Section 506.1, Where Required. Delete the first sentence and amend the section as follows:

Key boxes (Knox Box) shall be provided for Fire Department entry for all Commercial occupancies. The key boxes shall be installed on all new businesses before occupancy is granted. Any existing business that obtains a permit to do any work or change of use or occupancy shall be required to install a key box before the work can be completed and approved and occupancy resumed. The key box shall be located within 10 feet of the front doors, a minimum of 6 feet above the ground level and not to exceed 7 feet in height unless approved in writing by the Building Code Official. The Building Division has the ordering forms for key boxes. The key box shall be of an approved type and shall contain items necessary to gain access as required by the Fire Department.

- (6) Section 507.1, Required water supply. Amended to read as follows:

For areas with access to a water supply capable of supplying the required fire flows, fire protection shall be provided. For areas that do not have a water supply capable of providing fire flows, the Campbell County Fire Department tanker-shuttle system will be utilized as the fire protection method.

- (7) Section 507.1.1, Building, or portions of buildings which are hereafter constructed or moved into the jurisdiction which are required to be equipped with an Automatic Sprinkler System shall have access to an approved water system capable of providing the required Automatic Sprinkler System fire flows or shall provide an approved on-site water storage and delivery system capable of providing such flows.

- (8) Section 507.5.1, Where Required. Amended to read as follows:

For areas with access to a water supply system capable of supplying required fire flows, fire hydrants providing the required fire flows shall be located within 500 feet of the building as measured by an approved route around the exterior of the facility or building.

- (9) Section 901.4.6.1, Clearances of the International Fire Code, a new section is added to read as follows:

901.4.6.1 Clearances. Fire Protection Equipment shall not be obstructed or concealed. Fire Protection Equipment includes, but is not limited to, the following: fire sprinkler control valves, risers, hose stations, standpipes, and fire alarm panels. A minimum of eight (8") inches on each side and a clear access width of three (3') feet shall be maintained in front of the fire protection equipment.

(10) Section 903.2.8 is amended to include an exception to read as follows: Group R-3 (one- and two-family dwellings) shall not be required to install an automatic sprinkler system.

2. International Building Code; 2018 Edition, including Appendixes C and J;

a) The following amendments to the International Building Code, as adopted by Section 12(A)(2) above, are hereby made a part of this rule:

(1) Section 101.4.1 Gas. The provisions of the International Fuel Gas Code shall apply to gas piping systems extending from the point of delivery to the inlet connections of appliance and installation and operation of residential and commercial gas appliances and related accessories.

(2) Section 101.42 Mechanical. The provisions of the International Mechanical Code shall apply to the installation, alterations, repair and replacement of mechanical systems including equipment, appliances, fixtures, fittings and/or appurtenances, ventilation, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

(3) Section 101.4.3 Plumbing. Amended to read as follows:

The provisions of the International Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems including equipment, appliances, fixtures, fittings and appurtenances where connected to a water or sewage system, and all aspects of a medical gas system. The provisions of the Delegation Agreement shall apply to private sewage disposal systems.

(4) Section 101.4.4 Property Maintenance. Amended to read as follows:

The provisions of the International Property Code are adopted; only to the extent as it applies to fire and life-safety issues for Commercial and Residential Structures.

(5) Section 101.4.5 Fire Protection. The provisions of the International Fire Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosions arising from storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression,

automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

(6) Section 101.4.6 of the International Building Code is repealed.

(7) Section 102.6 Existing Structures. Amended to read as follows:

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the International Fire Code, or as is deemed necessary by the Building Code Official for the general safety and welfare of the occupants and the public.

(8) Section 103.3 Deputies. Amended to read as follows:

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Code Official shall have the authority to appoint a deputy-building official, related technical officers, inspectors, plan examiners, and other employees. Such employees shall have powers as delegated by the Building Code Official.

(9) Section 109 Fees is repealed.

(10) Section 113 Board of Appeals is repealed in its entirety.

(11) Section 114.3 Prosecution of Violation is repealed in its entirety.

(12) Chapter 13 Energy Efficiency is repealed in its entirety.

(13) Section 1608.2 Ground Snow Load. ~~Amended to read as follows:~~ Repeal in its entirety and replace with:

~~Structures shall be designed as follows: Minimum roof snow loads: 1:12 pitch and flatter roofs (4.76 degrees) shall be designed for a minimum balanced roof live snow load of 35 ~~psf~~ pounds per square foot with no reductions. Roof live load shall be 35 pounds per square foot, or as determined per ASCE 7 as referenced by the 2018 Edition of the International Building Code. In either case, the effects of unbalanced snow, drifting, sliding snow, and ponding shall be considered ~~where applicable~~ in addition to the balanced snow load where applicable.~~

Greater than 1:12 pitch roofs (4.76 degrees) shall be designed for a minimum balanced roof live snow load of 30 pounds per square foot with no reductions. Roof live load shall be 30 pounds per square foot, or as determined per ASCE 7 as referenced by the 2018 Edition of the International Building Code. The effects of unbalanced snow, drifting, sliding snow, and ponding shall be considered in addition to the balanced snow load where applicable.

Commented [SGP6]: The changes to this section do not change the requirements or intent of the previous version. The previous language was confusing. The new language was developed with the aid of both private local and county staff structural engineers who helped make the language more precise and clear utilizing terminology common to design professionals.

- (14) Section 1609.3 Basic Design Wind Speed. Amended to read as follows:

Basic Design Wind Speed 115, Nominal Wind Speed 90 Exposure C

Climatic and Geographical Design Criteria

Minimum Roof Live Snow Load (psf)	Basic Design Wind Speed Per IBC 1609.3 Wind Speed 115 Nom. 90 mph	Seismic Design Category	Subject to Damage From			Winter Design Temp (°f)	Ice Barrier Underlayment Requirements	Flood Hazards	Air Freezing Index	Mean Annual Temp (°f)
			Weathering	Frost Line Depth (in.)	Termite					
30-35*	Exp.C	B	Severe	42	Slight / moderate	-5	Yes	Jan. 02 2008	2000	45

*See Section 12.A.2.a.(12) 1:12 pitch and flatter, 35 psf. 1:12 pitch and greater, 30 psf.

- (15) Section 1612 Flood Loads is repealed in its entirety and replaced with the following:

The Flood Damage Prevention Resolution. All new construction of buildings, structures, and portions of buildings and structures, including substantial improvements and restoration of substantial damage to buildings and structures shall comply with the above document.

- (16) 1803.5.3 Expansive Soils.

The Building Code Official shall require soil tests to be performed for all commercial and industrial buildings.

- (17) Section 1809.4 Depth of Footings. Amended to read as follows:

The minimum depth of footings below the undisturbed ground surface shall be 42" inches; or protected from frost with an approved method.

- (18) 1904.3 Sulfate exposures is added and reads as follows:

Concrete that will be exposed to sulfate-containing solutions or soils shall comply with the maximum water-cementitious materials ratios, minimum specified compressive strength and be made with the appropriate type of cement in accordance with the provisions of ACI 318, Section 4.3.

Exception: Unless the owner or applicant supplies results from a soils investigation containing data on sulfates, the owner or applicant must use a concrete mix design meeting the following specifications:

Use Type V cement or increase the amount of Type II Modified cement in concrete to obtain a maximum water-to-cement ratio of 0.45 (by weight, normal weight concrete) and a minimum compressive strength f_c of 4000 pounds per square inch (psi).

- (19) Section 2901.1 Scope. Amended to read as follows:

The provisions of this Chapter and the International Plumbing Code shall govern the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing equipment and systems. Toilet and bathing rooms shall be constructed in accordance with Section 1209 of the IBC 2018. Plumbing systems and equipment shall be constructed, installed, and maintained in accordance with the International Plumbing Code. Residential Small Wastewater Systems shall conform to the Delegation Agreement.

3. International Residential Code, 2018 Edition, including Appendixes A, B, C and E.

The International Residential Code (IRC) is adopted for the purpose of providing standards for residential construction, including plumbing and mechanical codes on Platted Subdivision Lots. Electrical provisions are obtained from the currently adopted NEC. To obtain a Certificate of Occupancy all applicable portions of the IRC shall apply.

- (a) The following amendments to the International Residential Code, as adopted by Section 12(A)(3) above, are hereby made a part of this rule:

- (1) Section R104.10.1 Areas Prone to Flooding is repealed and replaced with the following:

All residential construction in areas prone to flooding shall comply with Flood Damage Prevention Resolution.

- (2) Section R105.2 Work Exempt from Permit is amended to read as follows:

Work Exempt from Permit.

Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Permits shall not be required for the following:

Building: Numbers 1 through 10 remain unchanged, add number 11 as follows:

(11) Non-habitable accessory structures including, but not limited to, pole barns and similar structures that meet the following requirements:

1. There shall be clear separation distance of seven (7') feet between the structure and any dwelling;
2. The structure shall not be attached to a dwelling with a breezeway or other form of connecting structure; and
3. The clear roof span is less than 61 feet.

(3) Section R108 Fees is repealed.

(4) Section R109.1.3 Flood Plain Inspections. Amended to read as follows:

For construction in areas prone to flooding, as established in Flood Damage Prevention Resolution.

(5) Section R112 Board of Appeals is repealed.

(6) Section 112.2 is added to read as follows:

Criteria for issuance of a variance for areas prone to flooding shall be in accordance with Article IV, Section C of the Flood Damage Prevention Resolution.

(7) Section R114.2 Unlawful Continuance is repealed.

(8) Table R301.2(1) replaced with the following:

Climatic and Geographical Design Criteria

Minimum Roof Live Snow Load (psf)	Basic Design Wind Speed Per IBC 1609.3 Wind Speed 115 Nom. 90 mph	Seismic Design Category	Subject to Damage From			Winter Design Temp (°f)	Ice Barrier Underlayment Requirements	Flood Hazards	Air Freezing Index	Mean Annual Temp (°f)
			Weathering	Frost Line Depth (in.)	Termite					
30-35*	Exp.C	B	Severe	42	Slight / moderate	-5	Yes	Jan. 02 2008	2000	45

*1:12 pitch and flatter, 35 psf. 1:12 pitch and greater, 30 psf. See Section 12.A.2.a.(12)

Commented [SGP7]: Language in this table was amended to reflect the changes to Ground Snow Load found in Section 12.A.2.a.(13), page 4-12.

(9) Table R302.1(2) of the International Residential Code is repealed.

- (10) Section R302.13 of the International Code is repealed.
- (11) Section R309.5 of the International Residential Code is repealed.
- (12) Sections R310.2.3.2 & R310.3.2.1 Drainage of the International Residential Code is amended to read as follows:
- R310.2.3.2 & R310.3.2.1 Drainage. Window wells and Bulkhead enclosures shall be designed for proper drainage by connecting to the building's foundation drainage system required by Section 405.1 or by an approved alternative method.
- (13) Section R313.1 & R313.2 of the International Residential Code is repealed.
- (14) Sections R313.1.1 & R313.2.1 of the International Residential Code is amended to read as follows:
- Sections R313.1.1 & R313.2.1 When provided, automatic residential fire sprinkler systems for buildings covered under the International Residential Code shall be designed and installed in accordance with IRC Section P2904 or NFPA 13D.
- (15) R401.4 Soil tests.
- In areas likely to have expansive, compressible, shifting or other unknown soil characteristics, the Building Code Official shall require a soil investigation to determine the soil's characteristics at a particular location.
- Exception: In lieu of a soil investigation, the owner shall submit to the Building Code Official a signed and sealed letter from an Engineer stating that the soils are adequate for the proposed application. The letter shall reference Table R401.4.1 from the International Residential Code and specify the appropriate Class of Material to be used for the foundation design.
- (16) Chapter 11 Energy Efficiency is repealed in its entirety.
- (17) M1411.8 Locking access port caps is repealed in its entirety.
- (18) M1502.4.2 Duct Installation repealed in its entirety and replaced with:
- Duct Installation. Dryer exhaust ducts shall be supported at intervals not to exceed 4 feet and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust

duct joints shall be sealed in accordance with Section M1601.4.1. Ducts shall not be joined with screws or similar fasteners.

- (19) M1701.2.1 Exhaust and ventilation system, add a new section to the IRC. All dwellings shall have make-up air for the exhaust systems provided in the following manner:

Piping for the make-up air shall come from the exterior of the dwelling to the return-air duct of the HVAC system, or to an opening in a laundry room or other acceptable location. A four (4") inch minimum diameter pipe shall be used.

- (20) Section G2406.2 Prohibited Locations. Exceptions 3 & 4 are repealed and replaced with the following:

Unvented fuel burning equipment shall not be installed, used, or maintained within a dwelling unit.

- (21) Section G2444.1 Unit Heaters. This section is repealed.

- (22) Section G2445.2 Prohibited Use. Amended to read as follows:

Unvented room heaters shall not be used in attached or detached garages unless protected by a carbon monoxide detection system and equipped with an oxygen-depletion safety system.

- (23) Section G2445.4 Unvented Room Heaters, Prohibited Locations. Amended to read as follows:

The location of unvented room heaters shall comply with Section G2406.2 as amended in this document.

- (24) Section P2503.5.1 Rough Plumbing. Drain, waste and venting systems shall be tested on completion of the rough piping installation by water or by air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

1. Water test. Each section shall be filled with water to a point not less than 10 feet above the highest fitting connection in that section, or to the highest point in the complete system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.
2. Air Test. The portion under test shall be maintained at a gauge of 5 pounds per square inch (psi). This pressure shall be held without introduction of additional air for a period of 15 minutes.

- (25) Section P2601.3 Flood Hazard Area. Amended to read as follows:

In areas prone to flooding as established by Flood Damage Prevention Resolution, plumbing fixtures, drains, and appliances shall be located or installed in accordance with Article V Section A of the above document.

- (26) Section P2602.2 Flood Resistant Installation. Amended to read as follows:

In areas prone to flooding as established by the Flood Damage Prevention Resolution: Remainder of the section unchanged.

- (27) Section P2603.5.1 Sewer Depth. Amended to read as follows:

Building sewers that connect to private sewage disposal systems shall be a minimum of thirty-six (36") inches below finished grade at the point of septic tank connection. All building sewer piping shall be a minimum of thirty-six (36") inches below grade.

- (28) Section P2603.5 Freezing. Amend the last sentence to read:

All water service lines and exterior water pipes shall be installed not less than five-foot six (5'6") inches below grade.

Exception: Lawn watering systems need not be installed at the above depth.

Add the following language to the end of this section:

Water services for mobile/manufactured homes shall use a Woodford Thermaline, or equivalent water connector, or shall be placed in a 12" diameter by 5 ft. deep pipe located up under the home.

- (29) Section P2705.1 Installation, item #3 is repealed.

- (30) Section P3001.3 Flood-resistant Installation. Amended to read as follows:

In areas prone to flooding as established by the Flood Damage Prevention Resolution, drainage, waste, and vent systems shall be located and installed to prevent infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

- (31) Delete Chapters 34 through 42 (Electrical Provisions) of the International Residential Code and replace with the [2017-2020 NEC](#).

- (32) Add Appendix E, Section AE101 General. Amended to read as follows:

Section AE101.1 General. These provisions shall be applicable to all manufactured homes used as a single dwelling unit and shall apply to the following: Remainder of this section unchanged.

Commented [SGP8]: Amending to the 2020 NEC as required by Wyoming State Statute. See page 4-21 for full explanation.

- (33) Section AE304 Fees is repealed. There are no fees for plan review or inspections. Re-inspection fees may apply per Section 4. C. 3.
4. International Mechanical Code, 2018 Edition, including Appendix A.
- a) The following amendments to the International Mechanical Code, as adopted by Section 12(A)(4) above are hereby made a part of this rule.
- (1) Section 106.5 Fees is repealed. There are no fees for plan review or inspections. Re-inspection fees may apply per Section 4. C. 3.
- (2) Section 108.4 Violation Penalties is repealed.
- (3) Section 108.5 Stop Work Order is repealed.
- (4) Section 109 Means of Appeal is repealed in its entirety.
- (5) Section 301.2 Energy Utilization is repealed.
- (6) Section 303.3 Prohibited Locations. Amended to read as follows:
- Except in attached or detached garages protected with a carbon monoxide detection system and equipped with an oxygen-depletion safety system, unvented fuel burning equipment shall not be installed, used, maintained, or permitted to exist in any building.
- (7) Table 403.3.1.1 shall be amended to include footnote i. Footnote i shall read as follows: For repair garages, the required 0.75 cfm per square ft. of exhaust airflow may be achieved by providing 0.25 cfm of continuous airflow per sq. ft. with an additional 0.50 cfm of intermittent airflow per sq. ft. when installed in accordance with Section 404.
- (8) Section 501.3 Outdoor Discharge. The air removed by every mechanical exhaust system shall be discharged at a point where it will not cause a nuisance and from which it cannot again be readily drawn in by a ventilating system. An attic not used for make-up air may have exhaust ducts terminate in the attic. The exhaust duct shall extend to a minimum of six (6") inches above the insulation.
- (9) Section 604.1 General. Delete the reference to the International Energy Conservation Code. The rest of the section to remain as is.
5. The International Plumbing Code, 2018 Edition, including Appendix A and B:

a) The following amendments to the International Plumbing Code, as adopted by Section 12.A.5 above, are hereby made a part of this rule.

(1) Section 106.6 Fees is repealed. There are no fees for plan review or inspections. Re-inspection fees may apply per Section 4.C.3.

(2) Section 108.4 Violation Penalties is repealed.

(3) Section 108.5 Stop Work Orders is repealed.

(4) Section 109 Means of Appeal is repealed in its entirety.

(5) Section 305.4 Freezing. The last sentence is amended to read as follows:

Exterior water supply system piping shall be installed below the frost line and not less than five-foot six (5'6") inches below grade.

Exception: Lawn watering systems need not be installed at the above depth.

Add the following language to the end of this section:

Water services for mobile/manufactured homes shall use a Woodford Thermaline, or equivalent water connector, or shall be placed in a 12" diameter by 5 ft. deep pipe located up under the home.

(6) Section 305.4.1 Sewer Depth is amended to read as follows:

Building sewers that connect to private sewage disposal systems shall be a minimum of 36" inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 36" inches below grade. All sewer lines will be required to have a full-size end of line cleanout.

(7) Section 312.3 Drainage and Vent air test. Drain, waste, venting systems shall be tested on completion of the rough piping installation by water or by air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety, or in sections after the rough piping has been installed, as follows:

Water test. Each section of piping shall be filled with water to a point not less than 10 feet above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the test section (under test) for a period of 15 minutes. The system shall prove leak free by visual inspection.

Air Test. The portion under test shall be maintained at a gauge of 5 pounds per square inch (psi). This pressure shall be held without introduction of additional air for a period of 15 minutes. A contractor using air to test plastic pipe shall be aware of the risk.

(8) 602.1 General. WATER REQUIRED is amended to read as follows:

602.1 General.

Every structure equipped with plumbing fixtures and utilized for human occupancy or habitation shall be provided with a potable supply of water in the amounts and at the pressures specified in this Chapter. All shared wells shall be required to install a dual check valve on each water service line. If all Community Water System regulations are met, the system requirements in Section 13 of this document may be used in place of those prescribed in the 2018 International Plumbing Code.

(9) Section 701.2 Sewer Required is amended to read as follows:

Every building having plumbing fixtures installed and all premises having drainage piping shall be connected to a public sewer, where available, or an approved private sewage disposal system in accordance with the Delegation Agreement.

(10) Section 708.1.1.2 Base of stack is added to read as follows:

A full-size cleanout shall be provided at each end of the line base waste or soil stack.

(11) Section 903.2 Frost Closure shall be amended to the following:

Vent extensions through a roof or wall shall not be less than 3 inches in diameter. Any increase in size of the vent shall be made not less than 1 foot below the roof line.

(12) Section 410.2 Small Occupancies shall be amended as follows:

Drinking fountains shall not be required for an occupant load of 30 or fewer.

6. The National Electrical Code, 2017-2020 Edition; as copyrighted by the National Fire Protection Association, including Article 80, also known as Annex H.

a) The following amendments to the National Electrical Code, as adopted by Section 12(A)(6) above, are hereby made a part of this rule.

(1) Section 80.1(2) of the National Electric Code is repealed.

(2) Section 80.15 Electric Board of the National Electric Code is renamed Building Code Appeals Board.

(3) Section 80.15(A) of the National Electric Code is repealed.

Commented [SGP9]: This is a proposed new amendment to Chapter 4.

The original text exempts drinking fountains for buildings with design occupant loads of 15 or fewer. This amendment expands that exemption to a more lenient requirement.

This proposed change is intended to address a code requirement that may not necessarily apply to structures located in a rural setting.

Commented [SGP10]: The State of Wyoming adopted the 2020 edition of the NEC effective January 1, 2020. By state statute, Campbell County must update our ordinance to match the States' adoption of the 2020 NEC no later than July 1, 2020.

- (4) Sections (B) through (H) of Section 80.15 of the National Electric Code are repealed.
 - (5) Sections 80.23(B)(3) of the National Electric Code is repealed.
 - (6) Section 80.27 Inspectors Qualifications:
 - (a) Inspectors qualifications as required by Statue Statute 35-9-121(a)(iv) for Home Rule requirements only. For Local enforcement, all Inspectors employed by Campbell County can/will do Electrical Inspections.
 - (b) Sections 80.27(B), (C) and (D) are repealed.
 - (7) Sections 80.33 and 80.35 are repealed.
 - (8) Section 230.70(A)(1) Readily Accessible Location is amended to read as follows:

The service disconnecting means shall be installed at a readily accessible location outside of a building or structure. (Note: Mobile Homes and Manufactured Homes shall comply with Article 550 of the National Electrical Code.)
 - (9) Section 230.79(C) of the National Electrical Code is amended to read as follows:
 - (a) One- and Two-Family Dwellings and Townhouses. For a one-family, two-family or townhouse dwelling, the service disconnecting means shall have a rating of not less than 200 amperes, 3-wire.
 - (10) Section 250.53(A)(2) Exception shall be repealed in its entirety.
7. The International Existing Building Code 2018;
- a) The following amendments to the International Existing Building Code, as adopted by Section 12.A.7 above, are hereby made a part of this rule.
 - (1) Section 101.4.2 Building previously occupied, reference to the International Property Maintenance Code is removed.
 - (2) Section 1401.2 Conformance, reference to the International Property Maintenance Code is removed.
8. The International Fuel Gas Code 2018 Edition, including all Appendices;
- a) The following amendments to the International Fuel Gas Code, as adopted by Section 12(A)(8) above, are hereby made a part of this rule.

- (1) Section 106.6, Fee Schedule, is repealed. There are no fees for plan review or inspections. Re-inspection fees may apply per Section 4.C.3.
- (2) Section 108.4, Violation Penalties is repealed.
- (3) Section 108.5, Stop Work Orders is repealed.
- (4) Section 109, Means of Appeal is repealed in its entirety.
- (5) Section 303.3, Exceptions #3 and #4 are deleted.
- (6) Section 621.4 Prohibited Locations is amended to read as follows:

Except in attached or detached garages protected with a carbon monoxide detection system and equipped with an oxygen-depletion safety system, unvented room heaters shall not be installed with occupancies in Groups A, B, E, F, H, I, M or R.

- 9. The Liquefied Petroleum Gas Code (NFPA 58), 2014 Edition, including all Appendices.
- 10. The Flood Damage Prevention Resolution.

11. Wyoming DEQ, Water Quality Rules and Regulations, Chapter 25 [as amended in Appendix 1 to Chapter 4](#), and supplemented as follows:

- a) There shall be a maximum of one (1) septic system per any **un-zoned** parcel 10 acres or less in size and no more than one (1) septic system per each **un-zoned** ten (10) acres area on larger parcels. Multiple septic systems shall be spaced a minimum of 600 feet apart.
- ~~b) The current Campbell County Public Works Building Division Small Wastewater System Record shall be used for percolation test procedures, leach field sizing, system design, installation parameters and documentation.~~
- ~~c) Remove Sections 5 and 8 — use Small Wastewater System Record.~~
- ~~d) Remove Sections 10c, 10d, 14, 15 16, 17, 19 and Appendix B. DEQ to regulate these items.~~

Commented [SGP11]: DEQ Chapter 25 as amended is now being added to Chapter 4 as an appendix, rather than a separate document apart from Chapter 4, 'Rules for Construction'. This is more appropriate and reduces confusion for administration.

Commented [SGP12]: The addition of the term 'un-zoned' is intended to eliminate confusion over the administration of this section.

Chapter 7 'Zoning Regulations' already addresses minimum requirements for land development within any zoning district.

This section was always intended to apply to un-zoned parcels and has been administrated as such. The added language simply removes any ambiguity and gives greater clarity to the original intent.

Section 13. Community Water Systems.

- A. Scope. The provisions of this section shall apply to the minimum design and installation requirements for a Community Water System.
- B. Purpose. The purpose of these standards is to:
 - 1. Protect the health, safety, and welfare of the users of the water system.
 - 2. Provide an alternative method for providing water in lieu of using Chapter 6 of the 2018 International Plumbing Code.
- C. Applicability.
 - 1. The system must have no more than nine (9) Water Service Connections and must serve fewer than twenty-five (25) individuals with water for human consumption.
 - 2. A Community Water System shall not be used when serving an average of at least 25 people with water for human consumption for at least 60 days a year. These systems qualify as Public Water Systems per EPA (Environmental Protection Agency) and requirements related to them are found in Wyoming DEQ Water Quality Rules and Regulations Chapter 12.
 - 3. For all new systems with four (4) or more Water Service Connections, a Community Water System is required.
 - 4. For multi-unit apartment complexes on single parcels, the requirements in Section 13 based on numbers of Water Service Connections regarding flow, pressure, pipe sizing, etc. do not apply as written and must be modified accordingly.
- D. Design Parameters and System Requirements.
 - 1. Community Water Systems shall comply with Wyoming DEQ Water Quality Rules and Regulations, Chapter 12, except as amended below:
 - (a) Level of Treatment. Treatment shall be provided to produce a potable water supply that is bacteriological, chemically, radiologically, and physically safe as determined by an Engineer.
 - (b) Surface Water Supplies. Surface water shall not be used for potable water sources.
 - (c) Ground Water Supplies. Disinfection equipment shall not be required unless the above level of treatment cannot be obtained. When disinfection equipment is necessary it shall be designed by an Engineer.

- (d) Treatment. When treatment is required, one treatment unit capable of the maximum demand shall be required and shall be designed by an Engineer.
 - (e) Equipment Providing Required Flows. Multiple pumping and/or treatment equipment shall not be required. However, equipment needs shall be determined by an Engineer.
 - (f) Alternative Power. Alternative power shall not be required unless fire protection is provided.
 - (g) Flow and Pressure Requirements.
 - (1) Pressure shall be reviewed by an Engineer and included in the design report.
 - (2) The design flow for the system shall be 7 gallons per minute (gpm) for each Water Service Connection plus an additional 10 gpm.
 - (3) When the design flow from (2) is proportioned to the 1/3 of the locations with the highest head loss, a minimum of forty (40) psi shall be met at those locations.
 - (4) When the design flow rate from (2) is proportioned to the 1/2 of the locations with the highest head loss, a minimum of twenty-five (25) psi shall be met at those locations.
 - (h) Finished Water Storage.
 - (1) Storage shall not be required if a twenty-four (24) hour pump test of the yield and drawdown of the well taken as described in DEQ Chapter 12 demonstrates the well can produce a minimum of ten (10) gpm per Water Service Connection and that a submersible pump has been installed which can provide pressures as called for in g(3) and g(4).
 - (2) When the above criteria cannot be met, finished water storage shall be provided in the amount of two (2) times the average daily demand for the system.
 - (i) Pumping Units. Single pumping units as necessary shall be provided. Alarms are not required at attended pump stations.
2. A design report, plans, and hydraulic analysis shall be provided by an Engineer.

3. The Community Water System shall be subject to all applicable codes, permits, and inspections required by the Building Division.
4. Backflow prevention in accordance with the 2018 International Plumbing Code shall be installed.
5. Piping material shall be any material allowed for potable water piping in Table 605.4 of the 2018 International Plumbing Code.
6. When providing potable water to four (4) to six (6) Water Service Connections, a looped supply line of no smaller than two (2) inches in diameter shall be provided. A water service line shall be extended to the property line for each parcel.
7. When providing potable water to seven (7) to nine (9) connections a looped supply line no smaller than three (3") inches in diameter shall be provided. A water service line shall be extended to the property line for each parcel.
8. Pressure tanks shall be provided in accordance with pump manufacturers recommendations. Minimum volumes shall be three (3) gallons per Water Service Connection for variable speed drive pumps and fifteen (15) gallons per Water Service Connection for conventional pumps.
9. In addition to the above requirements, forty (40') feet of surface casing shall be installed and the annular space between the borehole and the surface casing shall be filled with cement, grout, or bentonite slurried material. The well bore shall not continue until the surface casing is installed.
10. Flushing hydrants shall be provided as determined by an Engineer.
11. Water wells shall be placed at a maximum density of two (2) per forty (40) acres and shall provide a minimum of two (2) gpm per Water Service Connection.

E. Construction Requirements.

1. Permitting is required. Contract Public Works Engineering Division for permit forms and general requirements prior to construction.
2. During construction, inspections are required by an Engineer to verify that the project is being built according to the approved and permitted design, and that all requirements are being met.

3. During construction, inspection is required by Campbell County Public Works Engineering Division. Forty-eight (48) hour notice must be given prior to any work being done.
4. The entire Community Water System shall be disinfected and flushed in accordance with the Wyoming Public Works Standard Specifications prior to water samples being taken.
5. Water samples shall be taken at the curb stop for each Water Service Connection and shall be tested.

F. Closeout and Documentation Requirements.

1. The Engineer shall provide 'as constructed plans' for the Community Water System within thirty (30) days of completion.
2. Maintenance of a Community Water System shall be provided for by a water well agreement or home/landowner association documents filed at the Campbell County Clerk's Office.
3. Access and utility easements shall be provided for the water well and storage tanks. Easements shall be filed at the Campbell County Clerk's Office.
4. A copy of the U.W.5 Water Well Permit from the State Engineer's Office shall be provided.
5. Water well 'as-constructed' data shall be provided by an Engineer demonstrating the water well was constructed in accordance with the current Wyoming State Engineer's Office Water Well Minimum Construction Standards.
6. At a minimum, water quality testing shall be conducted and reviewed by an Engineer for the following: Total Dissolved Solids (TDS), Nitrate & Nitrite as N, Total Coliform, Sulfates, Calcium, Magnesium, Sodium, Chloride, Iron, Zinc, Lead, Fluoride, Manganese, Copper, Arsenic, pH, and E-Coli. SAR (Sodium Absorption Rate) and/or other constituents to be reviewed as considered as necessary.
7. The test results from the water samples taken at each Water Service Connection shall be submitted with the record documents.
8. A written report from an Engineer analyzing EPA Primary Drinking Water Standards is required.

9. A map from an Engineer or professional land surveyor shall be provided for all Community Water Systems that identifies bearings & distances from property corners to the distribution lines.

List of Appendices

[Appendix 1: DEQ Chapter 25 ~~Rules for Regulating Small Wastewater Systems, Amended~~](#)

[Appendix 2: Campbell County Small Wastewater System Permit Workbook and Application](#)

Commented [SGP13]: The List of Appendices is an addition to Chapter 4 for the purposes of codifying all technical and permitting requirements for Small Wastewater Systems into one location.

CHAPTER 25

SEPTIC TANKS, SOIL ABSORPTION SYSTEMS, AND OTHER SMALL WASTEWATER SYSTEMS

Section 1. Authority.

This rule is promulgated pursuant to Wyoming Statutes (W.S.) 35-11-101 through 35-11-1904, specifically 35-11-302(a)(iii).

Section 2. Objective.

This Chapter contains the minimum standards for the design and construction of small wastewater systems that are defined by W.S. 35-11-103(c)(ix). In addition, this Chapter contains the minimum standards for the design and construction of Underground Injection Control (UIC) Class V facilities 5C1-5C3, 5C6, 5D1, 5E1, 5E3-5E5 as defined in Chapter 27, Appendices C and D.

The following situations will require the application package to be sealed, signed, and dated by a professional engineer (PE): non-domestic wastewater from commercial and industrial facilities, high strength wastewater, individual permits to construct, or standard soil absorption systems with a soil percolation rate that is either less than 5 minutes per inch (mpi) or more than 60 minutes per inch (mpi).

These standards pertain to permits required pursuant to Chapters 3 and 25, Wyoming Water Quality Rules and Regulations. The installation of all components of a small wastewater system require a permit to construct. Permits to construct are specified throughout this chapter as general permits, described in Chapter 3, Section 7; permit by rule, described in Chapter 3, Section 8; or as individual permits to construct, described in Chapter 3, Section 6.

Section 3. Timing of Compliance with These Regulations.

Any Chapter 3 permit-to-construct issued for facilities subject to this chapter prior to the effective date of these regulations, and any facility authorized under the Division's "General Permit to Construct, Install, Modify or Operate a Small Wastewater Facility" shall remain covered under those permits. New construction or modification of existing facilities following the effective date of this regulation must obtain authorization under a new permit.

Section 4. Definitions

(a) "100 year floodplain" means a tract of land throughout a watershed that has a one-in-one hundred chance or occurrence of flooding in any given year or a return period of once every 100 years, as determined by the United States Geological Survey (USGS), Federal Emergency Management Agency (FEMA) or a local planning and development authority.

(b) "Absorption surface" means the interface where treated effluent infiltrates into

native or fill soil.

(c) “Bed” means a soil treatment and dispersal system where the width is greater than three (3) feet.

(d) “Bedrock” means geological layers, of which greater than fifty percent (50%) by volume consist of unweathered in-place consolidated rock or rock fragments. Bedrock also means weathered in-place rock that cannot be hand augered or penetrated with a knife blade.

(e) “Bedroom” means any room that is or may be used for sleeping.

(f) “Blackwater” means water containing fecal matter and/or urine.

(g) “Five day biochemical oxygen demand (BOD5)” means a measurement of the dissolved oxygen used by microorganisms in the biochemical oxidation of organic matter during a five (5) day period.

(h) “Building sewer” means the pipe that carries wastewater from the building.

(i) “Chamber” means a domed open bottom structure that is used in lieu of perforated distribution pipe and gravel media.

(j) “Delegated small wastewater program” means a local governmental entity, delegated by the Administrator, with the authority to administer the provisions of W.S. 35-11-301(a) (iii) for small wastewater systems pursuant to the provisions of W.S. 35-11-304.

(k) “Direct human consumption food crops” are crops consumed directly by humans. These include but are not limited to fruits, vegetables, and grains grown for human consumption.

(l) “Domestic wastewater” means a combination of the liquid or water-carried wastes from residences, business buildings, institutions, and other establishments arising from normal living activities.

(m) “Domestic septage” means liquid or solid material removed from a waste treatment vessel that has received only wastes from residences, business buildings, institutions, and other establishments arising from normal living activities.

(n) “Dosing tank” means a tank equipped with an automatic siphon or pump designed to discharge effluent on an intermittent basis.

(o) “Effluent” means liquid flowing out of a septic tank, other treatment vessel, or system.

(p) “Effluent filter” means a removable, cleanable device inserted into the outlet piping of a septic tank or other treatment vessel designed to trap solids that would otherwise be transported to the soil absorption system or other downstream treatment components.

(q) “Evapotranspiration” means the combined loss of water from soil by evaporation from the soil or water surface and by transpiration from plants.

(r) “Greywater” means untreated wastewater that has not been contaminated by any toilet discharge; that is unaffected by infectious, contaminated, or unhealthy bodily wastes; and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Greywater” includes but is not limited to wastewater from bathtubs, showers, washbasins, clothes washing machines (unless soiled diapers are serviced), laundry tubs, and kitchen sinks.

(s) “Grease interceptor” means a device designed to separate fats, oils, and grease from wastewater.

(t) “Groundwater” means subsurface water that fills available openings in rock or soil materials such that they may be considered water saturated under hydrostatic pressure.

(u) “High groundwater” means seasonally or periodically elevated levels of groundwater.

(v) “High strength wastewater” means a wastewater stream with a BOD5 higher than 200 mg/L.

(w) “Holding tank” means a watertight receptacle designed to receive and store wastewater.

(x) “Manifold” means a non-perforated pipe that distributes effluent to individual distribution pipes.

(y) “Mound system” means an onsite wastewater system where any part of the absorption surface is above the elevation of the existing site grade and the absorption surface is contained in a mounded fill body above the grade.

(z) “Mulch basin” means an excavated area that has been refilled with a highly permeable media, organic and inorganic materials intended to distribute greywater to irrigate vegetation.

(aa) “Pathogens” are disease-causing organisms. These include, but are not limited to certain bacteria, protozoa, viruses, and viable helminth ova.

(bb) “Percolation rate” means the time expressed in minutes per inch required for water to seep into saturated soil at a constant rate.

(cc) “Pipe invert” means the bottom of the internal surface of the pipe.

(dd) “Percolation test” means the method used to measure the percolation rate of water

into soil as described in Appendix A.

(ee) “Permit by rule” means an authorization included in these rules that does not require either an individual permit or a general permit. A facility that is permitted by rule must meet the requirements found in this chapter, but is not required to apply for and obtain a permit to construct and operate the facility.

(ff) “Pressure distribution” means a network of pipes in which effluent is forced through orifices under pressure.

(gg) “Restrictive layer” means a nearly continuous layer that has one or more physical or chemical properties that significantly impede the movement of water and air through the soil or that restrict roots or otherwise provide unfavorable root conditions. Examples are bedrock, cemented layers, and dense layers.

(hh) “Septage” means liquid or solid material removed from a waste treatment vessel that has received wastes from residences, business buildings, institutions, and other establishments.

(ii) “Septic tank” means a watertight tank designed and constructed to receive and treat raw wastewater

(jj) “Serial distribution” means a group of trenches arranged so that the total effective absorption area of one trench is used before liquid flows into the next trench.

(kk) “Service provider” means a person authorized and trained by a system manufacturer or their vendor to operate and maintain any proprietary system.

(ll) “Soil absorption system” means a shallow, covered, excavation surface, or mound made in unsaturated soil into which wastewater effluent from the septic tank is discharged through distribution piping for application onto absorption surfaces through porous media or manufactured components.

(mm) “Trench” means an absorption surface with a width of three (3) feet or less.

Section 5. Design Flows.

The volume of wastewater shall be determined by one of the following:

- (a) Tables 1 and 2 provided in this section.
- (b) Metered water supply data from the facility.
- (c) Metered water supply data from another facility where similar water demands have been demonstrated.

Table 1. Residential Design Flow Rates per Bedroom (gallons per day, gpd)¹

1 bedroom	150
2 bedrooms	280
3 bedrooms	390
4 bedrooms	470
5 bedrooms	550
6 bedrooms	630

¹An unfinished basement is considered two (2) additional bedrooms.

²The design flow shall be increased by eighty (80) gpd for each additional bedroom over six (6).

Table 2. Non-Residential Wastewater Design Flow Rates¹

Facility	Unit	Flow (gallons/unit/day)
Airports	person	4
Apartment	bedroom	120
Automobile Service Station	vehicle served	10
Bars	seat	20
Bathhouses and swimming pools	person	10
Campgrounds (w/ toilets only)	person	25
Campgrounds (w/shower facility)	person	45
Church	person	4
Country Club	member	25
Day School, Office Building, Retail Store, Warehouse (no showers)	person	15
Hospital	bed	250
Industrial Building (sanitary waste only)	employee	20
Laundry (self-service)	machine	450
Mobile Home	bedroom	see table 1
Motel, Hotel, Resort	bedroom	140
Recreational Vehicle	each	100
Rest Home, Care Facility, Boarding School	bed	100
Restaurant	meal	10
Restaurant (kitchen waste only)	meal	6
Theater	seat	3

¹Values shown in the above table are the typical flow rates from *Wastewater Engineering*

Section 6. Systems Not Specifically Covered by This Rule.

This section is provided to encourage new technology and equipment and provide a process for evaluating and permitting designs that deviate from this rule. The proposed construction of facilities and processes not in compliance with this rule may be permitted provided that the facility, when constructed and operated, meets the objective of these rules.

(a) Each application for a permit to construct shall include an engineering design report, detailed construction plans, and technical specifications for all piping, tanks, and equipment. All of the documents shall have a suitable title showing the owner's name and the Wyoming registration number, seal, and signature of the engineer.

(b) Each application for a permit to construct will be evaluated on a case-by-case basis using the best available technology. The application shall include at least one of the following:

(i) Data obtained from a full scale, comparable installation that demonstrates the acceptability of the design.

(ii) Data obtained from a pilot plant operated under the design condition for a sufficient length of time to demonstrate the acceptability of the design.

(iii) Data obtained from the theoretical evaluation of the design that demonstrates a reasonable probability the facility will meet the design objectives.

(iv) An evaluation of the flexibility of making corrective changes to the constructed facility in the event it does not function as planned.

(c) If an applicant wishes to construct a pilot plant to provide data necessary to show the design will meet the purpose of the act, a permit to construct must be obtained.

Section 7. Site Suitability.

(a) Small wastewater systems must be located where the surface drainage is sufficient to allow proper operation of the small wastewater system. Avoid depressions and bases of slopes and areas in the path of runoff from roofs, patios, driveways, or other paved areas unless surface drainage is provided. Small wastewater systems shall not be located beneath buildings, parking lots, roadways, driveways, irrigated landscaping, or compacted areas.

(b) The site must include area for both the proposed soil absorption system and a future replacement soil absorption system. Both the proposed and replacement soil absorption systems shall be sized to receive one-hundred (100%) percent of the wastewater flow. If a trench system is used, the replacement soil absorption system may be located between the trenches of

the proposed soil absorption system if there is at least nine (9) feet of spacing between trench sidewalls.

(c) For standard soil absorption systems, effective suitable soil depth shall extend at least four (4) feet below the bottom of the soil absorption system to any restrictive layer, fractured rock, or highly permeable material.

(d) The depth to high groundwater shall be at least four (4) feet below the bottom of the absorption surface for all treatment systems except pressure distribution. For pressure distribution systems, the depth to high groundwater shall be at least three (3) feet below the bottom of the absorption surface if the percolation rate of the soil is five (5) minutes per inch or greater (5-60 mpi).

(e) Slope

(i) Table 3 shows the maximum permissible slopes of the site on which an absorption system may be constructed

Table 3. Slope and Percolation Rates for Absorption Systems

Percolation Rate (minutes/inch)	Maximum Slope ¹
5	25%
6-45	20%
46-60	15%

¹ Flatter slopes may be required where the effluent surfaces downslope.

(ii) Serial distribution, with the use of drop boxes or approved fittings, is the preferred installation method for sloping terrain. The bottom of individual trenches shall be level and the trenches shall be constructed to follow the contours of the land.

(iii) The placement of multiple trenches, with each subsequent trench down slope of the previous trench shall be avoided when the addition of effluent to the soil absorption system trenches may lead to either an unstable slope or seepage down slope.

(iv) All absorption surfaces must be located at least 15 horizontal feet from the top of any break in slope that exceeds the maximum slope allowed.

(f) Soil Exploration Pit and Percolation Tests

(i) Delegated small wastewater programs shall require a percolation test in addition to the soil exploration pit.

(ii) A minimum of one soil exploration pit within the proposed soil absorption system location shall be excavated to a minimum depth of four (4) feet below the bottom of the proposed soil absorption system to evaluate the subsurface conditions.

(iii) The percolation test shall be performed in accordance with Appendix A of this chapter. An evaluation of the soil texture, in the proposed soil absorption system location, by a person experienced in soils classification, may be used as an additional tool to confirm the percolation rate.

(g) Minimum horizontal setback distances (in feet) are as follows:

Table 4. Minimum Horizontal Setbacks for Domestic Wastewater in Feet^{1, 2}

From	To Septic Tank Or Equivalent	To Absorption System
Wells (includes neighboring wells)	50	100
Public Water Supply Well	100	200 ²
Property Lines	10	10
Foundation Wall (w/o drains)	5	10
Foundation Wall (with drains)	5	25
Potable Water Pipes	25	25
Septic Tank	N/A	10
Surface Water, Spring (including seasonal and intermittent)	50	50
Cisterns	25	25

¹ For disposal of non-domestic wastewater, the setback distance shall be determined by a hydrogeological study in accordance with Section 17(b) of Chapter 3, but shall not be less than the distances shown in Table 4.

² Small wastewater systems that discharge to the same aquifer that supplies a public water supply well and are located within Zone 1 or 2 (Attenuation) of the public water supply well, as determined by *Wyoming Department of Environmental Quality Source Water Assessment Project (2004)* or as established in Section 2 of the *Wyoming Wellhead Protection Guidance Document (1997)*, shall provide additional treatment. These systems will be required to obtain an individual permit to construct and will require that a PE sign, stamp, and date the application, as stated in Section 2 of this chapter. The additional treatment shall be in accordance with Chapter 3 Section 2(b)(ii). The treatment system shall be designed to reduce the nitrates to less than 10 mg/L of NO₃⁻ as N and provide 4-log removal of pathogens before the discharge leaves the property boundary of each small wastewater system.

Section 8. Soil Absorption System Sizing.

(a) The total infiltration surface area of a soil absorption system shall be calculated by dividing the design flow rates (gpd) from Table 1 or Table 2 by the loading rate (gpd/ft²) found in Table 5.

Table 5. Rates of Wastewater Application for Soil Absorption System Areas

Percolation Rate (mpi)	Loading Rate (gpd/ft ²)	Percolation Rate (mpi)	Loading Rate (gpd/ft ²)
5	0.80	21	0.45
6	0.75	22	0.44
7	0.71	23-24	0.43
8	0.68	25	0.42
9	0.65	26-27	0.41
10	0.62	28-29	0.40
11	0.60	30-31	0.39
12	0.58	32-33	0.38
13	0.56	34-35	0.37
14	0.54	36-37	0.36
15	0.52	38-40	0.35
16	0.50	41-43	0.34
17	0.49	44-46	0.33
18	0.48	47-50	0.32
19	0.47	51-55	0.31
20	0.46	56-60	0.30

(b) The total infiltration area shall be defined as follows:

(i) For standard trenches the total infiltration area shall be calculated based on the following formula:

$$A = L(W + 2S)$$

A = Total infiltration area

L = Total length of trench

W = Bottom width

S = Sidewall height of 12 inches or less

(A) The sidewall height is the depth below the flowline of the pipe to the bottom of the trench.

(B) The maximum credit for sidewall height shall not exceed twelve (12) inches even if the actual sidewall height exceeds twelve inches.

(ii) For chamber trenches, the total infiltration area shall be calculated based on the following formula:

$$A = L(E + 2S)$$

A = Total infiltration area

$L =$ Total length of trench

$E =$ Effective bottom width (Multiply width of the chamber by factor of 1.43 to get effective bottom width)

$S =$ Sidewall height of 12 inches or less

(A) The factor of 1.43 incorporates a thirty percent (30%) reduction of the bottom area.

(B) The maximum credit for sidewall height shall not exceed twelve (12) inches even if the actual sidewall height exceeds twelve (12) inches.

(C) The sidewall height is the height of the slotted sidewall of the chamber or depth below the flow line of the inlet pipe, whichever is less.

(D) The total length of the trench is the number of chambers in a row multiplied by the length of one piece of chamber.

(iii) For standard bed systems, the total infiltration area shall be calculated based on the following formula:

$$A = LW$$

$A =$ Total infiltration area

$L =$ Total length of bed

$W =$ Width of the bed

(A) The sidewall credit shall not be used in calculating the total infiltration area for a bed system.

(iv) For chamber bed systems, the total infiltration area shall be calculated based on the following formula:

$$A = L(ExR)$$

$A =$ Total infiltration area

$L =$ Total length of bed

$E =$ Effective bottom width of the chamber (Multiply width of the chamber by factor of 1.43 to get effective bottom width)

$R =$ Number of chamber rows (Multiply effective bottom width of

chamber by number of chamber rows to get effective bottom width of bed.)

(A) The factor of 1.43 incorporates a thirty percent (30%) reduction of the bottom area.

(B) The total length is the number of chambers in a row multiplied by the length of one piece of chamber.

(c) Coarse sand or soils having a percolation rate less than one (1) minute per inch (mpi) are unsuitable for subsurface effluent disposal. These soils may be used if a one (1) foot layer of fine sand or loamy sand is placed below the constructed soil absorption system. The soil absorption system shall be sized based on the percolation rate of the fill material.

Section 9. Building Sewer Pipes.

All building sewers shall be installed in accordance with the 2012 International Plumbing Code (IPC). In the absence of a locally approved plumbing code, and in addition to the IPC, the building sewer shall comply with the following:

(a) Suitable building sewer pipe materials are polyvinyl chloride (PVC) or acrylonitrile-butadiene-styrene (ABS). The septic tank inlet and outlet pipes shall be schedule 40 PVC or ABS pipe and shall span the excavations for the septic tank and/or dosing chamber. American Society for Testing and Materials (ASTM) D-3034 Standard Dimension Ratio (SDR) 35 plastic pipe may be used if the void at the tank's side is filled with material that is granular, clean, and compacted.

(b) Building sewer pipes shall be sized to handle the peak hourly flow from the building and shall not be smaller than four (4) inches in diameter. When two different sizes or types of sewer pipes are to be connected, a proper type of fitting or conversion adapter shall be used.

(c) Sewer pipe shall not decrease in size flowing downstream.

(d) Building sewer pipes shall be laid at a standard slope of 1/4 inch per foot, and shall not be flatter than 1/8 inch per foot.

(e) Cleanouts shall be provided between the structure and the tank, at branch connections, every change in alignment, and at least every 100 feet in straight runs.

(f) All sewer piping shall be laid on a firm bed throughout its entire length. It shall be protected from damage due to rocks, hard lumps of soil, debris, and the like.

(g) Special care shall be used to prevent lateral movement or deformation during backfill. The backfill material shall be compacted to a density at least equivalent to the trench walls. Backfill over the pipe shall be of sufficient depth to protect the pipe from expected traffic loads and the wastewater from freezing.

Section 10. Septic Tanks and Other Treatment Tanks.

(a) Septic Tanks

(i) Septic tanks shall be fabricated or constructed of concrete, fiberglass, thermoplastic or an approved material. Tanks shall be watertight and fabricated to constitute an individual structure, and shall be designed and constructed to withstand anticipated loads. As part of the application review process, Department of Environmental Quality, Water Quality Division (DEQ/WQD) or the delegated small wastewater program shall review the design of prefabricated septic tanks for compliance with applicable construction standards.

(ii) The septic tank shall be placed on a level grade and a firm bedding to prevent settling. Where rock or other undesirable protruding obstructions are encountered, the opening for the septic tank shall be over excavated, as needed, and backfilled with sand, crushed stone, or gravel to the proper grade.

(A) Septic tanks shall not be buried deeper than the tank manufacturer's maximum designed depth for the tank. The minimum depth of soil cover over the top of the tank is six (6) inches.

(B) Backfill around and over the septic tank shall be placed in such a manner as to prevent undue strain or damage to the tank or connected pipes.

(C) Septic tanks shall not be placed in areas subject to vehicular traffic unless engineered for the anticipated load.

(iii) Size

(A) The minimum liquid volume of a septic tank shall be 1000 gallons for residences up to a four (4) bedroom capacity. Additional capacity of 150 gallons per bedroom shall be provided for each bedroom over four (4).

(B) Septic tanks for high strength wastewater or non-residential units shall have a minimum effective liquid capacity sufficient to provide at least 48 hour retention at design flow or 1,000 gallons, whichever is greater.

(iv) Configuration

(A) Single compartment septic tanks shall have a length to width ratio of no less than two (2) to one (1), or be partitioned to protect against short circuiting flow.

(B) For septic tanks with two (2) compartments or more, the inlet compartment shall not be less than one-half (1/2) of the total capacity of the tank.

(C) The liquid depth shall be between three (3) feet and six (6) feet.

(D) The tank partition shall allow the venting of gases between compartments and out through the vent stack on the plumbing system of the house.

(E) The inlet and outlet on all tanks or tank compartments shall be provided with open-ended sanitary tees or baffles made of approved materials constructed to distribute flow and retain scum in the tank or compartments.

(I) The tees or baffles shall extend above the liquid level a minimum distance of five (5) inches.

(II) The inlet tees or baffles shall extend below the liquid level at least eight (8) inches but no more than 40% of the liquid level. The outlet tees or baffles shall extend below the liquid level at least ten (10) inches but no more than 45% of the liquid level.

(III) A minimum of one (1) inch of clear space shall be provided over the top of the baffles or tees for venting.

(IV) The inlet pipe shall be at least two (2) inches higher than the outlet pipe. The outlet elevation shall be designed to provide a minimum distance of nine (9) inches or twenty (20) percent of the liquid depth between the top of the liquid and the bottom of the septic tank cover for scum storage and the venting of gases.

(v) If additional septic tank capacity over 1,000 gallons is needed, it may be obtained by joining tanks in series provided the following requirements are met:

(A) The inlet of each successive tank shall be at least two (2) inches lower than the outlet of the preceding tank, and shall have no tee or baffle except for the inlet to the first tank and the outlet for the last tank.

(B) The first tank or the first compartment of the first tank shall be equal to fifty percent (50%) or larger of the total septic tank system volume.

(vi) An access opening shall be provided to each compartment of the septic tank for inspection and cleaning.

(A) The access opening(s) in the cover/lid of the tank shall have a minimum diameter of twenty (20) inches. Both inlet and outlet devices shall be accessible.

(B) The riser from the access opening shall terminate at a maximum of six (6) inches below the ground surface. Riser covers terminating above grade shall have an approved locking device.

(vii) Land application of domestic septage in remote areas that meet the conditions found in Appendix B will be permitted as a permit by rule. Delegated small wastewater programs may issue individual permits.

(viii) An effluent filter with an opening of 1/8-inch or smaller shall be provided on the outlet of a septic tank or other tank that precedes a small diameter pressure distribution system.

(b) Dosing Tanks

(i) Dosing tanks shall meet the same material and installation requirements as septic tanks. Dosing tanks shall have a minimum 20-inch diameter access opening and it shall have a riser from the access opening to the ground surface. The following table shall be used to calculate the size of the dosing tank:

Table 6. Dosing Tank Volume (gallons)

Average Design Flows (gpd)	0-499	500-999	1000-1499	1500-2000
Between Pump “off” and Tank Inlet	350	700	1000	1300
Between Tank Inlet and Alarm Switch	200	400	600	800
Between Alarm switch and Pump “on”	50	100	100	100
Between Pump “on” and Pump “off”	100	200	300	400
Recommended Pump Capacity (gpm)	10	20	30	40

(ii) High water alarms shall be provided for all tanks that use pumps or siphons. The alarm device shall be an audible alarm or an indoor illuminated alarm or both.

(iii) The minimum effluent level shall achieve complete submergence of the pump.

(iv) Dosed systems using a siphon shall have a dose counter installed to check for continued function of the siphon.

(c) Holding Tanks

(i) Holding tanks shall meet the same material requirements as septic tanks. Holding tanks shall have a twenty (20)-inch minimum diameter access opening. A riser shall be brought to ground surface from the access opening.

(ii) Holding tanks shall not be used for residential systems when other alternative systems are available, except on a temporary, seasonal or intermittent basis, or when used to correct a failed soil absorption system when other alternatives are unavailable.

(iii) Holding tanks must be located in an area readily accessible to the pump truck and where the tank itself will not float due to high groundwater. If seasonal high groundwater may be present, the tank shall be properly anchored.

(iv) The minimum liquid volume shall be the greater of 1,000 gallons or seven (7) days storage based upon flow rate determined from Section 5.

(v) All holding tanks shall be equipped with a high-water level alarm. The device shall be an audible alarm or an indoor illuminated alarm or both. The device shall be installed so that the alarm is triggered when the water level reaches 3/4 of the tank capacity.

(vi) A design package for holding tanks is provided online at the Division's website to assist the applicant in submitting a completed application for coverage under the general permit for small wastewater systems. The worksheet and calculations were prepared by a registered professional engineer employed by the Wyoming Department of Environmental Quality, Water Quality Division. The general design requirements stated in this section are incorporated into the worksheets such that by properly completing the forms and installing the components, the system will comply with these requirements.

(d) Grease Interceptors

(i) A commercial or institutional food preparation facility with a waste stream containing fat, oil, and grease (FOG) in excess of 25 mg/L shall install an exterior grease interceptor or a device approved by the delegated health department or county. Facilities that typically have waste streams high in FOG are, but not limited to, restaurants, cafeterias, slaughterhouses, and institutional kitchens.

(ii) Waste streams high in FOG shall be plumbed separately and directly to a grease interceptor prior to the waste treatment process.

(iii) Waste streams from sanitary facilities such as bathrooms, toilets, urinals, or other similar fixtures shall not be discharged into the grease interceptor. These sources must be connected at least four to six (4-6) feet downstream of the grease interceptor's discharge. The design shall prevent any backflow from the sanitary sources into the grease interceptor.

(iv) Only one source facility per grease interceptor shall be allowed.

(v) Grease interceptors shall be located so that they are easily accessible for inspection, cleaning, and removal of the collected wastes. The interceptor shall not be closer than fifteen (15) feet from the last discharging fixture and no further away than thirty-five (35) feet.

(vi) Grease interceptors shall have at least two (2) compartments with a 20-inch minimum diameter access opening for each compartment for cleanout. Each access opening shall have a riser brought to the surface and have a sealed lid that is rated for any anticipated load. There shall be a means provided to sample the effluent.

(vii) There shall be no internal cleanout tees or bypasses.

(viii) The inlet and outlet of the grease interceptor shall be vented. The vent pipe shall be at least two (2) inches in diameter. The inlet and outlet vents shall not be interconnected.

(ix) The outlet pipe invert shall be no more than two (2) inches lower than the inlet invert.

(x) The dividing wall between compartments shall be the same height as the other walls and the cover should contact the top of the dividing wall. If the partition/dividing wall does not contact the cover, the outlet tee or baffle shall extend below the liquid level, 40-50% of the total liquid depth.

(xi) The effluent from each compartment shall be drawn from the bottom of a riser pipe that terminates at least eighteen (18) inches below the inlet pipe invert of that same compartment.

(xii) Grease interceptors shall be accessible during normal business hours without interrupting normal business operations.

(xiii) Grease interceptors shall be installed in accordance with the manufacturer's instructions and applicable requirements of this section. A copy of the manufacturer's instructions shall be submitted with every permit to construct application submitted to DEQ/WQD.

(xiv) Grease interceptors shall be sized according to the following:

Kitchens (grease, garbage)

Number of meals per peak hour	X	Waste Flow rate*	X	Retention time**	X	Storage factor***	=	Interceptor size (liquid capacity)
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*Waste flow rate – see Table 2.

**Retention times

Kitchen waste:	
Dishwasher and/or disposal	2.5 hours
Single service kitchen:	
Single serving with disposal	1.5 hours

***Storage factors

Fully equipped commercial kitchen	8 hr. operation: 1 16 hr. operation: 2 24 hr. operation: 3
Single service kitchen:	1.5

(A) The minimum interceptor size (liquid capacity) shall be 750 gallons.

(e) Other Interceptors

(i) Interceptors are required for oil, grease, sand, and other substances harmful or hazardous to the building drainage system, or the small wastewater treatment system.

(A) Laundries

(I) Commercial laundries, laundromats, and dry-cleaners shall be equipped with an interceptor in order to reduce the quantity of lint and silt that enter the collection system.

(II) The system must be of adequate size and design to allow for cool-down of wastewater so that separation can be more readily achieved.

(III) The interceptor shall be installed with a wire basket or similar device. The wire basket or similar device shall be removable for cleaning and shall prevent passage into the drainage system of solids 1/2 inch (12.7 mm) or larger in size, such as string, rags, buttons, or other materials that are detrimental to the waste treatment system.

(IV) Sizing must be in accordance with the following formula:

Laundries (grease, lint, silt)

Total gallons per cycle	X	Cycles per hour	X	Retention time*	X	Storage factor**	=	Interceptor
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*Retention times

Institutional laundries	2.5 hours
Standard commercial laundry	2.0 hours
Light commercial laundry	1.5 hours

**Storage factors

8 hours of operation	1.0
12 or more hours of operation	1.5

(B) Car Washes

(I) Where automobiles are washed (including detail shops using hand-wash practices), separators shall have a minimum capacity of 1000 gallons for the first bay, with an additional 500 gallons of capacity for every other bay.

(II) Additionally, wash racks must be constructed to eliminate or minimize the impact of run-off from rain/storm events. Minimum requirements are roofed structures with at least two walls and appropriate grading to prevent stormwater infiltration into the sanitary sewer.

(III) An effluent sampling point is required.

(f) Abandonment of Septic and Holding Tanks

The following is the procedure to abandon septic tanks and holding tanks when the system is upgraded, equipment replacement is necessary, or central sewer lines are made available:

(i) The abandoned tank should be pumped and the septage hauled to a licensed facility approved to receive the waste or the septage pumped into the newly constructed septic or holding tank. Discharging to a central sewer requires coordination with, and the approval of, the owner/operator of the sewer system.

(ii) Once the abandoned tank is empty, it should be removed and the excavation backfilled. As an alternative to removing the tank, the access covers can be removed; the bottom drilled or broken up sufficient to drain; and the tank filled with native soil, pit run, or sand.

(iii) If the abandoned tank is part of a Class V UIC facility, the abandonment must also be in compliance with Chapter 27, Section 17.

Section 11. Effluent Distribution Devices.

Distribution boxes and flow divider tees are suitable for level or nearly level ground and are installed before the soil absorption system with the goal of splitting flows equally between soil absorption system laterals. Drop boxes are suitable for sloping ground and are installed to achieve serial loading.

(a) Distribution Boxes

(i) The distribution box shall be installed on a level, stable base to prevent tilting or settling, and to minimize movement from frost heave.

(ii) Boxes shall be watertight and constructed of concrete or other durable material.

(iii) Boxes shall be designed to accommodate the inlet pipe and the necessary distribution lines. The inlet piping to the distribution box shall be at least one (1) inch above the outlet pipes and all pipes shall have a watertight connection to the distribution box.

(iv) The box shall be protected against freezing and made accessible for observation and maintenance.

(v) Boxes shall have flow equalizers installed on each outflow.

(b) Flow divider tees may be used in place of distribution boxes.

(c) Drop boxes are suitable for sloping ground and are installed to achieve serial loading. The drop boxes shall meet the requirements in paragraphs (a)(i through v) of this section.

Section 12. Standard Soil Absorption Systems.

(a) General Design Requirements:

(i) All soil absorption systems shall be designed in such a manner that the effluent is effectively filtered and retained below the ground surface. The absorption surface accepts, treats, and disperses wastewater as it percolates through the soil.

(ii) Soil absorption systems shall not be excavated when the soil is wet enough to smear or compact easily. Open soil absorption system excavations shall be protected from surface runoff to prevent the entrance of silt and debris. All smeared or compacted surfaces shall be raked to a depth of one (1) inch, and loose material removed before filter or filler material is placed in the soil absorption system excavation.

(iii) Soil absorption systems shall be designed to approximately follow the ground surface contours so that variation in excavation depths will be minimized. The trenches may be installed at different elevations, but the bottom of each individual trench shall be level throughout its length.

(iv) Shallow soil absorption system depths are encouraged to promote treatment and evapotranspiration. The minimum soil cover depth over the soil absorption system is one (1) foot. The maximum depth to the bottom absorption surface of a soil absorption system is five (5) feet. Finished grading shall prevent ponding and promote surface water runoff.

(v) Pipes, chambers or other products shall be bedded on firm, stable material. Heavy equipment shall not be driven in or over soil absorption systems during construction or backfilling.

(vi) Standard trenches refer to perforated pipe embedded in aggregate-filled trenches that shall conform to the following:

(A) The perforated pipe shall have a minimum diameter of 4 inches. Suitable pipe materials include: ASTM D-2729-11 PVC, ASTM D-3034-08 PVC, Schedule 40 PVC ASTM d1784-11, and ASTM F810-07 PE.

(B) The aggregate shall be crushed rock, gravel or other acceptable, durable and inert material that is free of fines, and has an effective diameter between ½ inch and 2- ½ inches.

(C) Prior to backfilling, the aggregate shall be covered throughout with a woven/non-woven geotextile material or a three (3) inch layer of straw.

(D) Aggregate shall extend the full width and length of the soil absorption system to a depth of at least twelve (12) inches with at least six (6) inches of drain gravel under the distribution pipe and at least two (2) inches over the distribution pipe.

(E) Maximum width of trench excavation is three (3) feet.

(F) Minimum spacing of trenches (wall to wall) is three (3) feet. Trench spacing shall be increased to nine (9) feet when the area between each trench is considered as reserve area. For clay loam soils that have percolation rates greater than 60 min/in., the nine (9) foot spacing shall also be required but it is not considered as reserve area.

(vii) Standard beds shall conform to the same pipe and aggregate requirements for trenches as found in subparagraphs (vi)(A through D) of this section. Standard beds shall also conform to the following:

(A) The soils shall have percolation rates less than 60 minutes per inch (5-60 mpi). The bottom of the bed must be level, therefore the site shall be relatively flat, sloping no more than one (1) foot from the highest to the lowest point in the installation area.

(B) Distribution laterals within a bed must be spaced on not greater than six (6) feet centers. Sidewalls shall not be more than three (3) feet from a distribution lateral.

(C) Beds must not be wider than twenty-five (25) feet if gravity distribution is used. Multiple beds must be spaced at one-half the bed width.

(D) Rubber tired vehicles must not be driven on the bottom surface of any bed excavation.

(viii) Chambered trenches, when used in lieu of perforated pipe and aggregate, shall be installed in conformance with the manufacturer recommendations. No cracked, weakened, modified, or otherwise damaged chamber units shall be used in any installation.

(A) All chambers shall be an open, arch-shaped structure of durable, non-degradable design, suitable for distribution of effluent without filter material.

(B) All chamber endplates shall be designed so that the bottom elevation of the inlet pipe is at least six (6) inches from the bottom of the chamber.

(C) Inlet and outlet effluent sewer pipes shall enter and exit the chamber endplates. Inspection ports shall be installed at all outlet effluent sewer pipes.

(D) All chambers shall have a splash plate under the inlet pipe or another design feature to avoid unnecessary channeling into the trench bottom.

(E) The maximum width of the bottom absorption surface for a chambered trench is three (3) feet. The excavation to install a chambered trench may exceed three (3) feet.

(F) Minimum spacing of trenches (wall to wall) is three (3) feet. Trench spacing shall be increased to nine (9) feet when the area between each trench is considered as reserve area. For clay loam soils that have percolation rates greater than 60 min/in., the nine (9) foot spacing shall also be required but it is not considered as reserve area.

(ix) Chambered beds shall conform to the same requirements for chambered trenches as found in subparagraphs (viii)(A through D) of this section. Aggregate, as specified in subparagraph (vi)(B) of this section, or native soil shall be used to fill the space between the chambers.

(x) Serial Sidehill Trench:

(A) A minimum of six (6) feet of undisturbed soil shall be maintained between adjacent trench or bed side walls.

(B) The bottom of each serial trench or bed system shall be level.

(C) The overflow pipe between serial soil absorption systems shall be set no higher than the mid-point of the upstream distribution pipe. The overflow pipe shall not be perforated.

(b) A design package for standard soil absorption systems is provided online at the Division's website to assist the applicant in submitting a completed application for coverage under the general permit for small wastewater systems. The worksheet and calculations were prepared by a registered professional engineer employed by the Wyoming Department of Environmental Quality, Water Quality Division. The general design requirements stated in this section are incorporated into the worksheets such that by properly completing the forms and installing the components, the system will comply with these requirements.

Section 13. Pressure Distribution Systems.

(a) General Design Requirements:

(i) The basic elements of a pressure distribution system include a dosing tank, filter, and a means to deliver specified doses to a small diameter pipe network within a soil absorption system. Pressure distribution is required for mound systems or for bed systems with a width greater than twenty-five (25) feet.

(ii) Pumps must be sized to match the distribution system curve or demand. Pumps shall be designed for sewage pumping applications and be accessible from the ground surface.

(iii) The control system for the pump and dosing tank shall, at a minimum, consist of a “pump off” switch, a “pump on” switch, and a “high liquid alarm”.

(A) All electrical connections must be made outside of the chamber in either an approved weatherproof box or an explosion-proof junction box.

(B) The wiring from the junction box to the control box must pass through a sealing fitting to prevent corrosive gases from entering the control panel.

(C) All wires must be contained in solid conduit from the dosing chamber to the control box.

(iv) The pressure transport piping between the tank and the soil absorption system shall be designed to prevent freezing.

(A) The ends of lateral piping shall be constructed with long sweep elbows or an equivalent method to bring the end of the pipe to finished grade. The ends of the pipe shall be provided with threaded plugs, caps, or other devices to allow for access and flushing of the lateral.

(B) All joints in the manifold, lateral piping, and fittings shall be solvent-welded using the appropriate joint compound for the pipe material. Pressure transport piping may be solvent-welded or flexible gasket jointed.

(C) Where automatic siphons or other devices are used, they shall be designed to empty the dosing tank in less than ten (10) minutes.

(v) The pressure distribution system shall have a combination of at least three (3) vertical feet of filter sand and/or unsaturated native soil above the high groundwater level. The filter sand shall conform to ASTM C-33, with less than 2% passing the #200 sieve.

(b) A design package for pressure distribution systems is provided online at the Division’s website to assist the applicant in submitting a completed application for coverage under the general permit for small wastewater systems. The worksheet and calculations were prepared by a registered professional engineer employed by the Wyoming Department of Environmental Quality, Water Quality Division. The general design requirements stated in this section are incorporated into the worksheets such that by properly completing the forms and installing the components, the system will comply with these requirements.

Section 14. Sand Mound Systems.

The sand mound consists of a sand fill, an aggregate bed and a soil cap.

(a) Selection Criteria:

The high groundwater level, bedrock, or impervious clay layer is less than four (4) feet

below the bottom of the soil absorption system excavation.

(b) Site Requirements:

(i) A minimum of one (1) foot of vertical separation of the native soil is required between the bottom of the sand fill and the top of the high groundwater level, any restrictive layer, or any highly permeable material.

(ii) The percolation rate of the native soil at the interface of the sand fill shall be greater than five (5) and less than sixty (60) minutes per inch (5-60 mpi). The percolation shall be measured in the top twelve (12) inches of native soil.

(c) General Design Requirements:

(i) Sand Layer

(A) Filter sand shall conform to ASTM C-33, with less than two percent (2%) passing through the #200 sieve.

(B) The minimum depth of sand below the aggregate bed surface shall be one (1) foot.

(C) The sand mound shall have a combination of at least four (4) vertical feet of filter sand and unsaturated native soil above the high groundwater level.

(I) For sand mounds using pressure distribution systems, the depth to high groundwater shall be three (3) feet below the bottom of the absorption surface if the percolation rate of the soil is five (5) minutes per inch or greater (5-60 mpi).

(D) The top of the sand layer under the aggregate bed shall be level in all directions.

(E) The sand layer shall fill around the perimeter of and to the top of the aggregate bed.

(F) The slope of all sides shall be three (3) horizontal to one (1) vertical or flatter. The side slopes shall be graded to prevent seepage and/or ponding at the bottom of the slope.

(G) The infiltration area, which is the bottom of the sand fill, shall be calculated by dividing the design flowrates (gpd) from Table 1 or Table 2 by the loading rate (gpd/ft²) found in Table 5.

(ii) Aggregate Bed

(A) The aggregate shall be crushed rock, gravel or other acceptable,

durable and inert material that is free from fines, and has an effective diameter between one-half (1/2) inch and two and one half (2 ½) inch.

(B) The aggregate bed depth shall not be less than nine (9) inches with a minimum of six (6) inches of clean aggregate placed below the distribution pipe and two (2) inches above the distribution pipe. The aggregate shall be covered with an approved geotextile material after installation and testing of the pressure distribution system.

(C) The design shall be a long, narrow bed design with a maximum width of twenty-five (25) feet.

(D) The infiltration area, which is the bottom of the aggregate bed, shall be calculated by dividing the design flowrates (gpd) from Table 1 and Table 2 by the loading rate of 0.8 gpd/ft².

(iii) Soil Cover

(A) The soil cap shall be constructed of a sandy loam, loamy sand, or silt loam. The depth of the soil cap shall be at least six (6) inches at the edges to twelve (12) inches at the center. The slope of all sides shall be three (3) horizontal to one (1) vertical or flatter.

(B) A layer of top soil at least six (6) inches thick shall be placed over the entire sand mound area. The sand mound should be planted with vegetation that does not require watering and will not establish deep roots. Native grasses are commonly used.

(d) A design package for sand mound systems is provided online at the Division's website to assist the applicant in submitting a completed application for coverage under the general permit for small wastewater systems. The worksheet and calculations were prepared by a registered professional engineer employed by the Wyoming Department of Environmental Quality, Water Quality Division. The general design requirements stated in this section are incorporated into the worksheets such that by properly completing the forms and installing the components, the system will comply with these requirements.

Section 15. Small Wastewater Lagoons.

(a) Selection Criteria:

(i) Lagoons shall only be considered in areas of Wyoming where the annual evaporation exceeds the annual precipitation during the active use of the lagoon.

(ii) Lagoons shall only be allowed when the percolation rate exceeds sixty (60) minutes per inch and the soil extends vertically down at least two (2) feet from the bottom of the lagoon to the seasonal high groundwater table or bedrock formations.

(iii) A lagoon shall not be constructed within the 100 year floodplain.

(b) General Design Requirements:

(i) Beyond the horizontal setback distances requirements specified in Section 7(g) of this rule, the lagoon shall not be placed within one hundred (100) feet of the owner's property line.

(ii) The use of a septic tank that meets the specifications in Section 9 of this rule shall be required before the small wastewater lagoon.

(iii) The lagoon shall be located and constructed so it will not receive surface runoff water.

(iv) The slope of the lagoon site shall not exceed five percent (5%).

(v) The lagoon site must be located in an area of maximum exposure to sun and wind.

(vi) The lagoon shall be designed for complete retention.

(vii) The area of the lagoon shall be calculated based on the following formula.

$$A = \frac{584 \times Q}{(365 \times S) + (E - P)}$$

A = Area of the lagoon (in square feet) at the maximum operating depth of five (5) feet.

Q = Average daily sewage flow, gallons per day. (Multiply values from Table 1 or 2 by 0.6 to get average daily flow.)

E = Average annual lake evaporation in inches per year. (Note: lake evaporation is less than pan evaporation; lake evaporation equals pan evaporation times a pan coefficient of 0.7)

P = Average annual precipitation rate in inches per year.

S = Seepage rate in decimal form, in inches per day.

(viii) The slopes of the dikes shall not be steeper than three (3) horizontal to one (1) vertical. The minimum width of the top of the dike shall be four (4) feet.

(ix) All fill shall consist of impervious material that is well compacted and free of rocks, frozen soil, or other large material.

(x) The minimum operating depth shall be two (2) feet. The dikes shall provide a minimum freeboard of two (2) feet.

(xi) The floor of the lagoon shall be level and maintained free of all vegetation.

(xii) The influent line into the lagoon must discharge near the center.

(xiii) A cleanout, with a tightly fitting cap, or manhole shall be provided in the influent line near the dike.

(xiv) The area around the small wastewater lagoon shall be fenced to preclude the entrance of livestock, pets, and humans. The fence shall be equipped with a locking gate. The gate shall have a sign indicating "NO TRESPASSING – WASTEWATER LAGOON".

(c) A design package for a small wastewater lagoons is provided online at the Division's website to assist the applicant in submitting a completed application for coverage under the general permit for small wastewater systems. The worksheet and calculations were prepared by a registered professional engineer employed by the Wyoming Department of Environmental Quality, Water Quality Division. The general design requirements stated in this section are incorporated into the worksheets such that by properly completing the forms and installing the components, the system will comply with these requirements.

Section 16. Privies or Outhouses.

Privies or outhouses that meet the requirements of this section are permitted by rule. A permit by rule requires the owner to submit the information contained in paragraph (g) of this section to the Wyoming Department of Environmental Quality, Water Quality Division prior to constructing or installing the facility. By submission of the required information, the owner acknowledges and certifies they will comply with the requirements contained in this section.

Pre-fabricated privies or outhouses shall be sealed, water-tight vaults and shall meet the following conditions:

(a) The horizontal setback distance requirements for sealed privies or outhouses shall comply with Section 7(g) for septic tanks.

(b) The depth to seasonally high groundwater from the bottom of a water tight vault shall be sufficient to prevent floatation of the empty vault.

(c) The vault must have sufficient capacity for the dwelling served, and must have at least 27 cubic feet or 200 gallons of capacity.

(d) Privies or outhouses must be insect tight; must have a self-closing door; the privy or outhouse seat must include a cover; and all exterior openings, including vent openings, shall be screened.

(e) Privies or outhouses must be adequately vented.

(f) Privies or outhouses shall not be constructed within the 100 year floodplain.

(g) Owner's name, address, phone number, legal description of privy or outhouse (address, latitude/longitude, or ¼ ¼ section), and the date construction or installation will begin.

Section 17. Greywater Systems.

Greywater systems that meet the requirements of this section are permitted by rule. A permit by rule requires the owner to submit the information contained in paragraph (e) of this section to the Wyoming Department of Environmental Quality, Water Quality Division prior to constructing, modifying, or installing the system. By submission of the required information, the owner acknowledges and certifies they will comply with the requirements contained in this section.

(a) Greywater Operation and Requirements

(i) Restrictions

(A) Greywater shall not leave the property on which it is generated. Ponding or runoff is prohibited.

(B) Greywater systems shall not be installed in a delineated floodplain.

(C) The volume of greywater shall not exceed an average of 2000 gallons per day.

(D) Greywater shall not come in direct contact with or adversely impact surface or groundwater.

(E) Food crops for direct human consumption should not be harvested for 30 days after application of greywater.

(ii) Odor control of the greywater system shall meet the requirement of Wyoming DEQ Air Quality Regulations Chapter 2, Section 11.

(iii) If the greywater system is to be used during the winter, the greywater system shall be designed to prevent freezing.

(b) Estimating Greywater Discharge

(i) The greywater discharge for single family and multi-family dwellings shall be calculated by estimates of greywater use based on water use records, or the following procedure:

(A) The number of occupants of each dwelling unit shall be calculated as 2 occupants per bedroom.

(B) The estimated greywater flows of each occupant shall be calculated in gallons per day (gpd) as follows:

Showers, bathtubs and wash basins – 25 gpd/occupant

Laundry – 15 gpd/occupant

(ii) The total number of occupants shall be multiplied by the applicable estimated greywater discharge as provided above and the type of fixtures connected to the greywater system.

(c) Greywater System Configurations

(i) All greywater systems shall have means to direct greywater to either the blackwater system or the greywater system.

(ii) Diverter valves shall not have the potential to allow backflow from the blackwater system into the greywater system.

(iii) Greywater used for surface irrigation should be disinfected. The disinfection should achieve a fecal coliform level of 200 cfu/100 mL or less.

(d) Setbacks

(i) A 30 foot buffer zone is required between the greywater application site and adjacent property lines and any public right-of-way.

(ii) A 30 foot separation distance is required between greywater application sites and all surface waters.

(iii) A 100 foot separation distance is required between greywater application sites and all potable water supply wells.

(e) Owner's name, address, phone number, legal description of greywater system (address, latitude/longitude, or ¼ ¼ section), and the date construction or installation will begin.

Section 18. Operation and Maintenance.

(a) For any system that disposes of wastewater through land application or subsurface filtration, the owner shall not add any chemical or biochemical additive to the system that would adversely affect the quality of the groundwater as stated in the WDEQ Water Quality Rules & Regulations, Chapter 8.

(b) Septic tanks shall be pumped as needed to prevent solids carryover into the soil absorption system.

(c) Holding tanks and sealed vaults shall be pumped prior to reaching their maximum capacity.

(d) Any service provider that pumps septic tanks, holding tanks, or sealed vaults, shall dispose of the wastewater contents at a permitted wastewater treatment facility or in a manner approved by the Division or delegated authority.

(e) Damaged fittings and broken, crushed or plugged piping associated with any small wastewater system shall be replaced in a timely manner.

(f) Composting or non-discharging toilets, where permitted, shall have their waste disposed of at a permitted wastewater treatment facility or landfill, or in a manner approved by the Division or delegated authority.

Section 19. Commercial and Industrial Wastes and/or Domestic Wastes Greater Than 2000 Gallons per Day.

(a) Commercial/industrial wastewater systems or combination commercial/industrial and domestic wastewater systems are subject to applicable requirements listed in sections 1 through 15 of this chapter, in addition to requirements in this section.

(b) If the wastewater is classified as, or determined to be hazardous, toxic, and/or contain petroleum products, the applicant shall demonstrate to the Administrator that any discharge or seepage from the wastewater facility will not cause a violation of the surface and/or groundwaters of the state in accordance with Chapter 1, “Quality Standards for Wyoming Surface Waters” and Chapter 8, “Quality Standards for Wyoming Groundwaters.”

(c) If the impact of the hazardous, toxic, and/or petroleum products cannot be determined and mitigated, disposal of the wastewater using a soil absorption system shall be prohibited.

(d) Pre-treatment of the wastewater to remove the hazardous, toxic, and/or petroleum products shall be required prior to disposal if deemed necessary to protect the Groundwater(s) and Surface Water(s) of the State.

(e) The minimum horizontal setback distances (in feet) shown in Table 7 shall be maintained for commercial and industrial wastes and/or wastes greater than 2000 gallons per day but less than 10,000 gallons per day.

Table 7. Minimum Horizontal Setbacks for Commercial and Industrial Wastes in Feet¹

From	To Septic Tank Or Equivalent	To Absorption System
Wells (includes neighboring wells)	50	200
Public Water Supply Well	100	500 ²

From	To Septic Tank Or Equivalent	To Absorption System
Property Lines	10	10
Foundation Wall (w/o drains)	5	10
Foundation Wall (with drains)	5	50
Potable Water Pipes	25	50
Septic Tank	N/A	10
Surface Water, Spring (including seasonal and intermittent)	50	100
Cisterns	50	50

¹ For systems larger than 10,000 gallons per day, the isolation distance shall be determined by a hydrogeological study in accordance with Section 17(b) of Chapter 3, but shall not be less than those shown in Table 7.

² Wastewater systems that discharge to the same aquifer that supplies a public water supply well and are located within Zone 1 or 2 (Attenuation) of the public water supply well, as determined by *Wyoming Department of Environmental Quality Source Water Assessment Project (2004)* or as established in Section 2 of the *Wyoming Wellhead Protection Guidance Document (1997)*, shall provide additional treatment. These systems will be required to obtain an individual permit to construct and will require that a PE sign, stamp, and date the application, as stated in Section 2 of this chapter. The additional treatment shall be in accordance with Chapter 3, Section 2(b)(ii). The treatment shall reduce the nitrates to less than 10 mg/L of NO₃- as N and provide 4-log removal of pathogens before the discharge leaves the property boundary of each small wastewater system.

APPENDIX A Percolation Test Procedure

Section 1. Purpose

(a) Percolation tests are used to determine absorption system site suitability and to size the absorption system.

Section 2. Procedure

(a) General Requirements:

(i) Percolation tests shall not be conducted in test holes that extend into groundwater, bedrock, or frozen ground.

(ii) The percolation test shall be conducted only after the soil exploration pit has been dug and examined.

(iii) A minimum of three (3) percolation test holes are required.

(iv) The percolation test holes shall be spaced uniformly over the proposed soil absorption system site.

(b) Preparation

(i) A twelve (12) inch diameter hole shall be dug or bored to the proposed depth of the soil absorption system.

(ii) The walls shall be vertical, with the natural soil surface exposed without smearing.

(iii) The sides and bottom shall be scarified with a sharp pointed instrument and the loose material shall be removed from the hole.

(iv) Two (2) inches of gravel or coarse sand shall be placed in the bottom of the hole to prevent it from scouring and sealing during water addition.

(c) Presoaking

(i) The purpose of presoaking is to have the water conditions in the soil reach a stable condition similar to that which exists during continual wastewater application. The minimum time of presoaking varies with soil conditions but must be sufficiently long so that the water seeps away at a constant rate. The following presoaking instructions are usually sufficient to obtain a constant rate.

(A) Fill each hole with clear water to a level at least eighteen (18) inches above the gravel or coarse sand. If the eighteen (18) inches of water seeps away in

eighteen (18) minutes or less, add eighteen (18) inches of water a second time. If the second filling of eighteen (18) inches of water seeps away in eighteen (18) minutes or less, this indicates the soil is sandy and is excessively permeable. The soil absorption system shall meet the requirements of Section 8 (c).

(B) If either the first or second fillings of eighteen (18) inches of water does not seep away in ninety (90) minutes, eighteen (18) inches of water must be maintained in the hole for at least four (4) hours to presoak the test hole. After the four (4) hours of water contact time, wait at least twelve (12) hours before starting the percolation rate measurement.

(d) Percolation Rate Measurement

(i) Fill each test hole with twelve (12) inches of water and allow the soil to rehydrate for fifteen (15) minutes prior to any measurements.

(ii) Establish a fixed reference point to measure the incremental water level drop at constant time intervals. The water level drop should be measured to the nearest $\frac{1}{8}$ of an inch and the minimum time interval is ten (10) minutes.

(iii) Refill the test hole to twelve (12) inches above the gravel before starting the measurements. Continue to measure the incremental water level drop at a constant time interval until a consistent incremental water level drop is achieved. A consistent water level drop is achieved when three (3) consecutive water level drops are within $\frac{1}{8}$ inches of each other.

(iv) Before the water level drops below one (1) inch above the gravel, refill the test hole to twelve (12) inches and continue to measure the incremental water level drop.

(v) The percolation rate is calculated for each hole using the following formula:

$$\frac{\textit{Time Interval (Minutes)}}{\textit{Final Water Level Drop (inches)}} = \textit{Percolation Rate (minutes/inch)}$$

(vi) If only three to five percolation tests are performed, the design percolation rate for the absorption system is the largest rate from all the holes tested. If six or more percolation tests are performed, the design percolation rate for the absorption system is the average of all the holes tested as determined by the above formula.

(e) The following information shall be recorded:

(i) Date(s) of test(s);

(ii) Location, diameter, and depth of each test hole;

(iii) Duration of presoak;

(iv) Time of day for beginning and end of each water-level drop interval;

- (v) Each water-level drop measurement;
- (vi) Calculated percolation rate;
- (vii) Name and signature of person performing test;
- (viii) Name of owner or project name; and
- (ix) Certification that the percolation test was done in accordance with Wyoming Water Quality Rules and Regulations Chapter 25 Appendix A.

APPENDIX B Land Application of Domestic Septage in Remote Areas

Section 1. Restrictions and Requirements

To qualify for the land application of domestic septage in remote areas, the following conditions must be met:

(a) Location restrictions:

(i) Domestic septage generated on a specific property may be land applied on said property, and shall not be transported to another location for land application.

(ii) No land application of domestic septage shall occur within 1,000 feet of all adjacent properties.

(iii) No land application of domestic septage shall occur within 300 feet of a public road, permanent surface water body, or intermittent stream.

(b) Site restrictions:

(i) The land application of domestic septage shall only occur on those sites with established vegetation such as rangeland, pasture or hay meadows.

(ii) No more than 5,000 gallons of domestic septage per acre per year shall be land applied.

(iii) No land application of domestic septage shall occur where the site's slope exceeds five percent (5%) or where the depth to groundwater is less than four (4) feet.

(iv) The land application of domestic septage shall not occur between November 1 and May 1, or any other time when frozen or saturated ground conditions exists.

(v) No public access shall be allowed to any site where domestic septage has been applied for at least one (1) year following application.

(vi) No grazing animals shall be allowed access to any site where domestic septage has been land applied for at least thirty (30) days following application.

(c) Crop restrictions:

(i) No root crops shall be harvested from soils where domestic septage has been land applied for at least thirty-eight (38) months following application

(ii) No truck crops (harvested parts touch land surface) shall be harvested from soils where domestic septage has been land applied for at least fourteen (14) months following application.

(iii) No commodity crops (other food, feed, and fiber crops whose harvested parts do not touch land surface) from soils where domestic septage has been land applied shall be harvested for at least thirty (30) days following application.

(iv) No turf shall be harvested from soils where domestic septage has been land applied for at least one (1) year following application.

(d) Reporting Requirements:

(i) The property owner shall notify the appropriate Department of Environmental Quality, Water Quality Division (DEQ/WQD) District Engineer prior to the land application of domestic septage to confirm the requirements and to arrange a possible DEQ/WQD inspection of the land application.

(ii) All records related to each septage application will be maintained for at least five (5) years.

(iii) There is a worksheet provided online at the Division's website that must be completed, signed, and returned to the DEQ/WQD, or the appropriate delegated local permitting authority, within 15 days of the land application.

Campbell County Public Works Building Division

RESIDENTIAL AND COMMERCIAL SMALL WASTEWATER SYSTEM

Steps

- A. Perform the 8-step design process identified below.
- B. Bring the completed packet into Public Works Building Division to obtain permit.
- C. Install tank and field per approved permit, leaving tank, pipe, infiltrators, and rock exposed for inspection.
- D. Contact Building Division at 682-1970 to schedule inspection.
- E. After passing the on-site inspection, backfill the system.

(The Building Division is happy to help, please contact the staff for explanation or assistance, if needed)

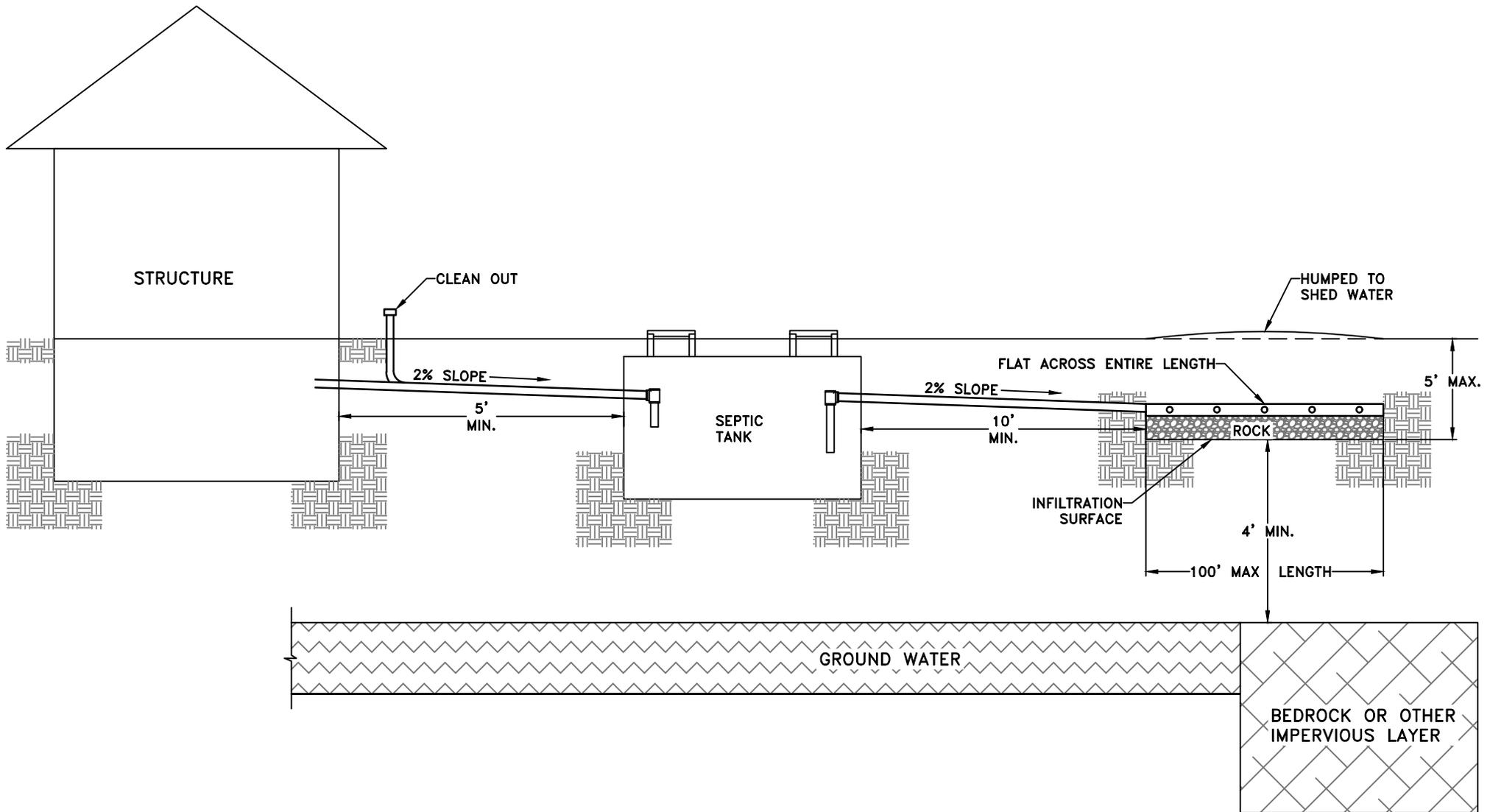


Design Process

1. Determine correct location for the septic tank and leach field based on the layout and setback requirements on page 5. Leave room for a replacement leach field. The leach field should not have structures, pavement, or decks placed above it. It should be located where vehicles will not be parked or driven over it.
2. Determine the correct elevation of the bottom of the leach field or infiltration surface. (This is the native ground where the wastewater will sit as it soaks into the ground). This is the elevation where the percolation tests will be taken (the bottom of the percolation test hole needs to be at this elevation). Refer to page 4 for layout, slope, and depth requirements. Due

to the constraints of the elevation of the leach field, lift stations are likely necessary for structures with basements if there is not a significant grade drop on the property. A lift station can be installed to pump the sewage from the basement up to the septic tank or to pump the septic tank outflow up to the leach field. There are several controlling geographic factors in selecting this elevation:

- a. This elevation must be even for the entire length of the leach field.
 - b. This elevation must be set low enough so that the drain lines coming from the structure to the tank and from the tank to the leach field can slope at 2% ($\frac{1}{4}$ inch per foot), as well as accommodate the drop from the inlet of the tank to the outlet. See page 4 for spacing requirements.
 - c. This elevation must be no more than 5 feet below the finished dirt grade above the leach field after installation. [Cover needs to be kept to a maximum of 5 feet to adequately reaerate the soil and satisfy the daily oxygen demand of the applied wastewater. Delivery of oxygen to the infiltration zone is most likely when soil components are shallow. If sufficient oxygen is not present, the metabolic processes of the microorganisms can be reduced or halted and both treatment and infiltration of the wastewater will be adversely affected (EPA Onsite Wastewater Treatment Systems Manual Feb 2002 p 4-4, p 4-6.)].
3. Draw a site plan, using page 5 as a guide. Show setbacks from related items and indicate depth from finished grade to the infiltration surface.
 4. Dig a pit in the center of the proposed leach field at least 4 feet below the infiltration surface to check for groundwater or adverse solid components. Answer all the questions on page 6 related to the test pit.
 5. Select a septic tank, using page 7 as a guide.
 6. Perform the percolation tests, per page 9. Enter the information in the spreadsheet on page 10.
 7. Size the leach field, per page 11.
 8. Determine which type of system to install. Refer to page 12. Fill out the worksheet that matches the type of system being used.



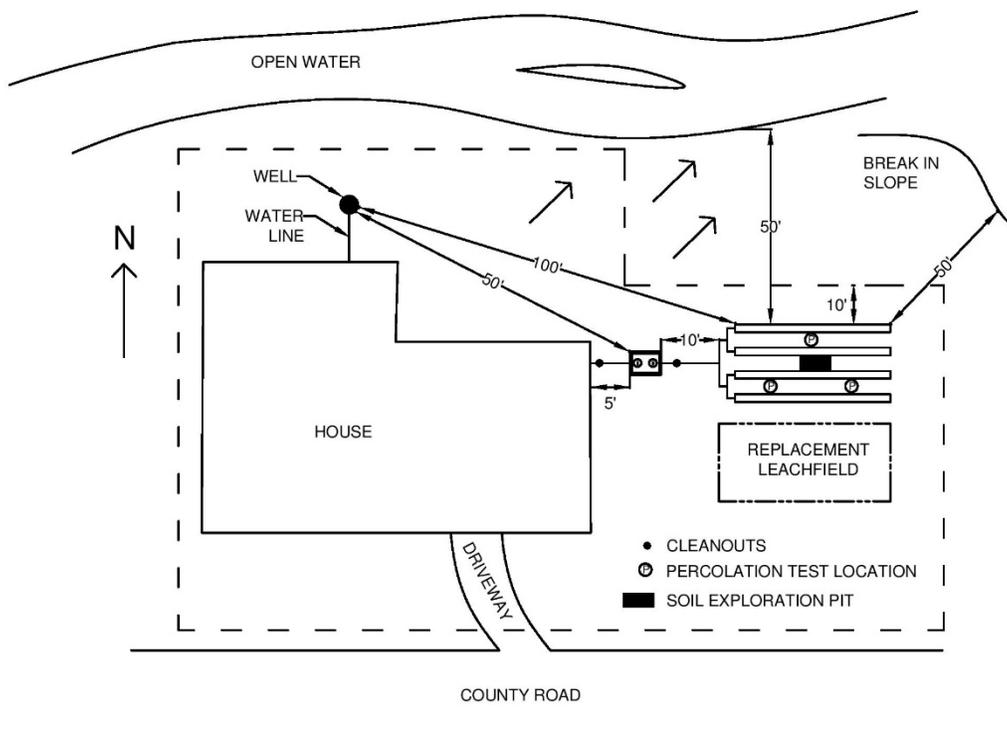
NOT TO SCALE

Site Plan Drawing

Attach a sketch of your site as a separate sheet, showing each of the items in the table below if applicable.

Check Box If Shown On Site Plan	Element	Required Setback Distance To Septic Tank (feet)	Required Setback Distance To Leachfield (feet)	Is the Setback Distance Satisfied?
<input type="checkbox"/>	Property lines	10	10	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	All buildings, roads, and driveways	—	—	—
<input type="checkbox"/>	Setback to buildings w/out a foundation drain	5	10	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	Setback to buildings with a foundation drain	5	25	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	Private wells (including neighbors)	50	100	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	Public water supply wells	100	200	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	Potable water supply lines	25	25	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	Surface water (ditch, pond, Intermittent waterways, etc.)	50	50	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	Septic tank	—	10	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	Break in slope (where slope gets abruptly steeper)	15	15	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	Cisterns	25	25	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	Leachfield & Replacement Leachfield	10	—	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	North arrow	—	—	—
<input type="checkbox"/>	Slope (arrow pointing downslope)	—	—	—
<input type="checkbox"/>	Location of numbered percolation test holes (numbered)	—	—	—
<input type="checkbox"/>	Location of soil exploration pit	—	—	—
<input type="checkbox"/>	Location of cleanout port(s)	—	—	—

Example site plan:



Site Suitability



The owner must be aware of the depth of any impermeable soil layers, high groundwater levels, and slope when considering the septic system location. The questions below will ensure you have gathered the information necessary to determine if a conventional septic system is appropriate.

Excavation	Does the soil exploration pit lie within the area of the proposed leachfield?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Was the bottom of the required soil exploration pit at least 4 feet below the bottom of the proposed leachfield, usually a minimum of 7-8 feet total depth? This is required.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Depth of the excavation?	
	Who conducted the excavation?	
	Date:	
Impermeable Layers	Did the excavator observe a rock layer below the surface?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, at what depth below the ground surface?	
	Did the excavator observe a clay layer below the surface?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, at what depth below the ground surface?	
High Groundwater	Was groundwater present in the excavation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, at what depth below the ground surface?	
	Does the soil have an alkali crust at the surface, a rotten egg smell, or a blue-gray or greenish-gray (gley) color that may indicate frequent/continuous saturation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, at what depth below the ground surface?	
	Does the soil have a mottled appearance with areas around roots or cracks that look like rust, or is the soil stained a dark red-black or red-brown color, which may indicate periods of saturation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, at what depth below the ground surface?	
Slope	What is the estimated slope of the proposed leachfield area?	
	How far away is the nearest break in slope (the side of a hill or where the slope becomes abruptly steeper) from the proposed leachfield area?	
Other	How far away is the nearest surface water body, such as a lake, river, pond, creek, ditch, or wetland from the proposed leachfield area?	
	How far away are areas where the soil may be compacted by vehicles, such as roads or parking spaces, from the proposed leachfield area?	
	How far away are water supply wells (drinking or irrigation wells), cisterns, or water supply lines from the proposed leachfield area?	
	Do surface drainage features (ditches, depressions, or swales) direct runoff from paved areas such as roofs, patios, or driveways, away from the leachfield?	<input type="checkbox"/> Yes <input type="checkbox"/> No

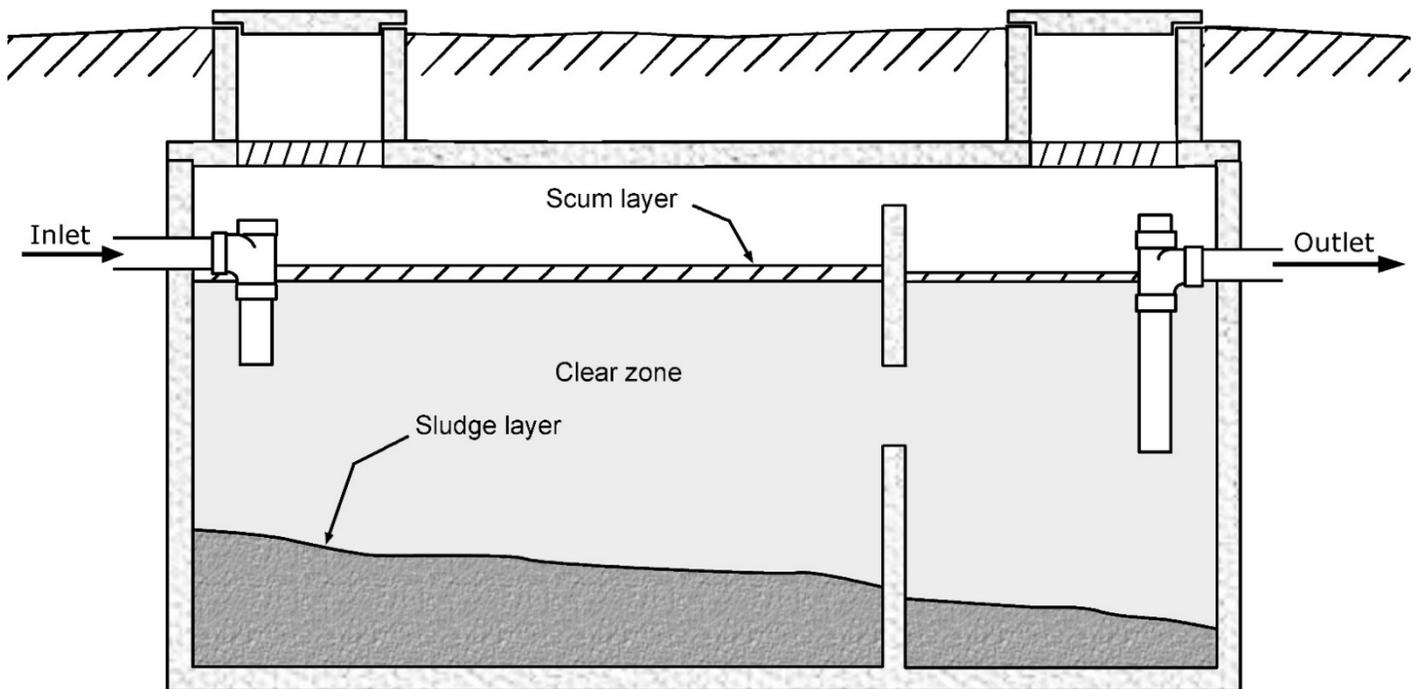
Septic Tank and Piping Worksheet

Septic Tank	Manufacturer:				
	Model No./Number of Chambers:				
	Size (gallons):				
	Tank Material:		<input type="checkbox"/> Concrete <input type="checkbox"/> Fiberglass <input type="checkbox"/> Thermoplastic <input type="checkbox"/> Other (please describe): _____		
	Is this septic tank on the approved list?			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know	
	If no, provide a tank diagram from the manufacturer. If you cannot locate a diagram from the manufacturer, complete the following 3 rows. See Page for septic tank design requirements and a diagram of a septic tank.				
	Please complete for tanks <u>NOT</u> on approved list.	Internal Dimensions: Length (in): _____ Width (in): _____ Height (in): _____			
		Liquid Depth (in):		Amount of Air Space Between Top of Liquid and Chamber Ceiling (in)	
		Operating Capacity	$(\text{_____} * \text{_____} * \text{_____}) \div 231 = \text{_____} \text{ gallons}$		
	Depth of backfill over tank (minimum of 6" required)		Number of bedrooms, if a residence:		
If more than 4 bedrooms: Does the tank have additional capacity of 150 gallons per additional bedroom above 1,000 gallons?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the tank have a 20-inch access opening in <u>EACH</u> compartment of the tank and a riser from the access opening that terminates at a max of six (6) inches below the ground surface?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is septic tank installed on a level grade, with firm bedding to prevent settling, and without rock or other obstructions touching the tank?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
If installing two tanks in a series, install the downstream tank a minimum of 2 inches lower than the first to insure proper flow. Will the installer use a series of tanks as described?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do access openings have a locking device?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Piping	What will the piping material between the house and the septic tank be?		What is the proposed pipe size (diameter)?		
	Will the installer lay the pipe from the house to the septic tank in a straight line?				<input type="checkbox"/> Yes <input type="checkbox"/> No
	If no, will the installer include the <u>required</u> cleanout ports at any alignment change greater than 22.5 degrees?				<input type="checkbox"/> Yes <input type="checkbox"/> No
	Will the pipe from the house to the septic tank be more than 100 feet long?				<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, will the <u>required</u> cleanout ports be spaced along the line every 100 feet or less?				<input type="checkbox"/> Yes <input type="checkbox"/> No
	DEQ recommends a cleanout port facing each direction between the building and the tank. If only one is used, which direction does the <u>required</u> cleanout port face?				<input type="checkbox"/> Toward Building <input type="checkbox"/> Toward Tank
	Will the piping have a minimum slope of ¼ inch per foot (2%)?				<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the installer uses more than one trench, they must use a distribution box or flow divider tee to equalize flow. Will the system include a distribution box or flow divider tee?				<input type="checkbox"/> Yes <input type="checkbox"/> No
	Will the leachfield trenches be less than 100 feet long? This is <u>required</u>.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Basic Design Requirements for Septic Tanks

1. Tanks must have a minimum of a 1,000-gallon capacity for residences with up to four bedrooms; add 150 gallons of capacity for each additional bedroom.
2. The tank must be watertight, including all joints and connections, and constructed of a durable, non-corrodible material such as concrete, fiberglass, thermoplastic or other approved material. DEQ regulations do not allow steel tanks.
3. The liquid depth shall be between three (3) and six (6) feet deep.
4. A single chamber tank shall have at least a 2:1 length to width ratio or be partitioned to prevent short-circuiting.
5. The first chamber in any two-chambered tank must accommodate at least 50 percent of the capacity.
6. Each chamber must have an access opening with a minimum dimension of 20 inches, from which both inlet and outlet tees shall be accessible.
7. Each chamber must have a cleanout riser that extends to a maximum of six (6) inches below the ground surface.
8. The inlet and outlet tees should be 4-inch diameter, schedule 40 PVC or equivalent, and should extend into undisturbed soil.
9. Install tanks used in a series such that the inlet to each successive tank shall be at least two (2) inches below the outlet of the preceding tank.

Diagram of a Typical Two-Chambered Septic Tank



Drawing modified from CIDWT. 2009. *Installation of Wastewater Treatment Systems*. Consortium of Institutes for Decentralized Wastewater Treatment (CIDWT). Iowa State University, Midwest Plan Service. Ames, IA.

Percolation Test Instructions

In order for a septic system to perform properly, the wastewater must move through the soil at an ideal rate, neither too fast nor too slow. A percolation test estimates the rate at which the water will percolate, or move, through the soil. The information provided by percolation tests is necessary to design leachfields correctly. Follow the steps below to complete a percolation test.

1. Location of Percolation Test Holes. The percolation (perc) test holes must be spaced uniformly over the proposed leachfield site. A minimum of three (3) test holes are required, although you can use more if desired.

2. Test Hole Preparation. Dig or bore each hole 12 inches wide and as deep as the proposed depth of the leachfield (usually between 30 and 40 inches). Make sure the sides are vertical and scrape the sides and bottom of the hole with a sharp pointed instrument to restore a natural soil surface. Remove loose soil from the hole and place 2 inches of coarse sand, washed gravel, or crushed stone in the bottom in order to prevent scouring or sealing.

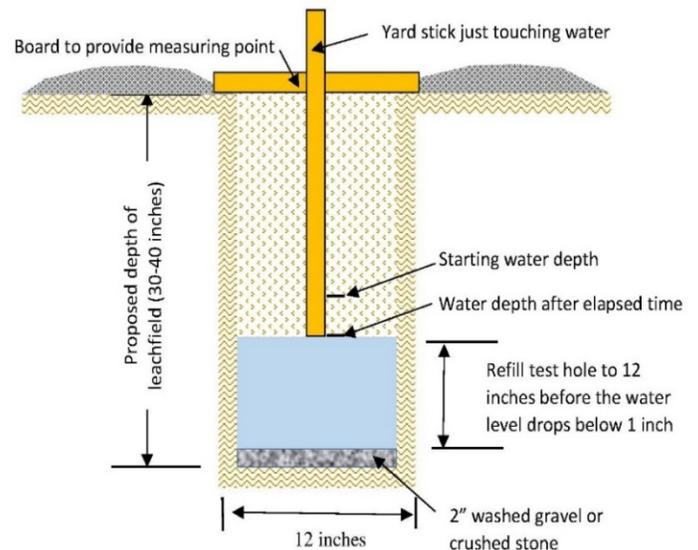
3. Presoaking. Presoaking is ***absolutely*** required to get valid percolation test results. Presoaking allows the water conditions in the test hole to reach a stable condition that is similar to a leachfield. Presoaking time varies with soil conditions, but presoak holes for at least 4 hours. Maintain at least 18 inches of water in the test holes for at least 4 hours, then allow the soil to swell for 12 hours (overnight is good) before starting the perc test.

For sandy or loose soils, add 18 inches of water above the gravel or coarse sand. If the 18 inches of water seeps away in 18 minutes or less, add 18 inches of water a second time. If the second filling of 18 inches of water seeps away in 18 minutes or less, the soil is excessively permeable and the site is unsuitable for a conventional disposal system. If this is the case, contact the Building Division.

4. Perc Rate Measurements. Fill each hole with 12 inches of water and let the soil re-hydrate for 15 minutes prior to taking any measurements. Establish a fixed reference point such as a flat board placed across the top of the hole to measure the incremental water level drop at the constant time intervals. Measure the water level drop to the nearest 1/8 of an inch with a minimum time interval of 10 minutes. Normal time intervals are usually 10 or 15 minutes.

Refill the test hole to 12 inches above the gravel before starting the measurements. Measure down to the water from the fixed reference point. Record this value on the first line in the perc test data sheet (Page 9). Take another measurement after the time interval has elapsed and record on the second line of the table. Calculate the water level drop and record in the table.

Continue the test until the water level drop rate has stabilized, i.e. three consecutive measurements within 1/8 inch of each other. Before the water level drops below 1 inch above the gravel, refill the test hole to 12 inches. Some test holes may take longer to stabilize than others. If the drop rate continues to fluctuate, use the smallest drop rate out of the last six intervals for your calculations.



Percolation Test Data Sheet

Owner/Project Name: _____

Date: _____

Test holes were pre-soaked for: _____ (hours/minutes)

Time Interval: _____ min

Do not perform percolation test if ground is frozen or if groundwater is present in holes. Holes must be 12 inches in diameter and evenly spaced over the leachfield area. Roughen sides and bottoms of holes and place 2 inches of gravel in each hole.													
		Hole #1 (Required)		Hole #2 (Required)		Hole #3 (Required)		Hole #4 (Optional)		Hole #5 (Optional)		Hole #6 (Optional)	
Depth of Hole:													
Time of Day	Time (Min)	Measure to nearest 1/8 inch		Measure to nearest 1/8 inch		Measure to nearest 1/8 inch							
		Water Level	Drop	Water Level	Drop	Water Level	Drop	Water Level	Drop	Water Level	Drop	Water Level	Drop
			—		—		—		—		—		—
Time Interval (minutes)													
Final Interval Drop (inches)													
Perc Rate (min/inch)													
										Design Perc Rate (min/inch)			

To calculate drop: Subtract the water level measurement at the start of your time interval from the water level measurement at the end. The “Drop” is how far the water level went down during the stated time interval. Time intervals must be consistent for each hole throughout the test.

Leachfield percolation (Perc) rate: If 3 to 5 holes were tested, use the slowest (highest number) rate of the holes tested. If six or more holes were tested, use the average rate.

Helpful Conversions: 1/8 = 0.125 1/4 = 0.25 3/8 = 0.375 1/2 = 0.50 5/8 = 0.625 3/4 = 0.75 7/8 = 0.875

To calculate perc rate (minutes per inch): Time Interval (min) ÷ Final Interval Drop (in)

$$Example\ Perc\ Rate = \frac{Time\ Interval\ (min)}{Final\ Interval\ Drop\ (in)} = \frac{10\ min}{1\ \frac{1}{8}\ in} = 8.9\ \frac{min}{in}$$

I certify that this perc test was done in accordance with the instructions on the previous page.

Test Performed by: _____

Signature: _____

Leachfield Sizing Worksheet

Design Flow (gpd)	Please Select Building Type:	<input type="checkbox"/>	Residential Building (Including Mobile Homes)	How many bedrooms does the residence have? _____ bedrooms Does the residence have an unfinished basement? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, add 2 more bedrooms to the number above. _____ Total bedrooms	Enter the number of gallons per day (gpd) of wastewater generated that corresponds with the number of bedrooms in Box 1 below. 1 bedroom 180 gpd 2 bedrooms 320 gpd 3 bedrooms 460 gpd 4 bedrooms 550 gpd 5 bedrooms 630 gpd 6 bedrooms 720 gpd
		<input type="checkbox"/>	Non-residential Building	Refer to Page 22	
Design Flow (gpd): Enter value from cells above:					Box 1

Loading Rate (gpd/ft²)	Check Perc Rate Obtained from Perc Test Data Sheet (page 10)	Perc. Rate min/inch	Loading Rate gpd/ft²	Perc. Rate min/inch	Loading Rate gpd/ft²	Perc. Rate min/inch	Loading Rate gpd/ft²
		<input type="radio"/> 5	0.80	<input type="radio"/> 16	0.50	<input type="radio"/> 30-31	0.39
		<input type="radio"/> 6	0.75	<input type="radio"/> 17	0.49	<input type="radio"/> 32-33	0.38
		<input type="radio"/> 7	0.71	<input type="radio"/> 18	0.48	<input type="radio"/> 34-35	0.37
		<input type="radio"/> 8	0.68	<input type="radio"/> 19	0.47	<input type="radio"/> 36-37	0.36
		<input type="radio"/> 9	0.65	<input type="radio"/> 20	0.46	<input type="radio"/> 38-40	0.35
		<input type="radio"/> 10	0.62	<input type="radio"/> 21	0.45	<input type="radio"/> 41-43	0.34
		<input type="radio"/> 11	0.60	<input type="radio"/> 22	0.44	<input type="radio"/> 44-46	0.33
		<input type="radio"/> 12	0.58	<input type="radio"/> 23-24	0.43	<input type="radio"/> 47-50	0.32
		<input type="radio"/> 13	0.56	<input type="radio"/> 25	0.42	<input type="radio"/> 51-55	0.31
		<input type="radio"/> 14	0.54	<input type="radio"/> 26 - 27	0.41	<input type="radio"/> 56-60	0.30
		<input type="radio"/> 15	0.52	<input type="radio"/> 28 - 29	0.40		
Loading Rate (gpd/ft²): Enter loading rate for your percolation rate from above table.					Box 2		

Leachfield Sizing (ft²)	Required Leachfield Area (ft²) Divide design flow (Box 1) by loading rate (Box 2). Round <u>up</u> to the nearest whole number.	<div style="text-align: right; margin-bottom: 10px;">Box 3</div> $\frac{\text{_____}}{\text{_____}} = \text{_____}$ <p style="text-align: center; margin: 0;">Design Flow (Box 1) ÷ Loading Rate (Box 2) = Leachfield Area (Box 3)</p> <p style="text-align: center; margin: 0;">Example: 300 gpd ÷ 0.62 gpd/ft² = 483.87 or 484 ft²</p>
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Leachfield Design Instructions

Arrange conventional septic system leachfields using either a trench or a bed layout. Construct either trench or bed layouts using either perforated pipe or open-bottom chamber systems. DEQ prefers trench layouts because they provide more surface area for absorption of wastewater into the soil. Trenches also treat wastewater more efficiently because the undisturbed soil between the trenches allows more oxygen to reach the microbes that break down and treat the wastewater. For this reason, trenches are also more effective when soils have lower or “slower” percolation rates. Use bed layouts where space for a leachfield is limited and only where soils have higher or “faster” percolation rates. DEQ considers trenches spaced less than three (3) feet apart as bed layouts.

To design your leachfield, follow these steps:

- 1) Choose either a trench or a bed layout.
- 2) Choose either perforated pipe or open-bottomed chambers for your leachfield.
- 3) Fill out the layout worksheet and diagram that correspond to your selection. This worksheet will determine how many trenches you need or how large to make your bed.
- 4) Submit **only** the worksheet and diagram that you completed.

Trench Leachfield System:

Perforated Pipe Trench Layout Worksheet, Page 1
 Chambered Trench Layout Worksheet, Page 1

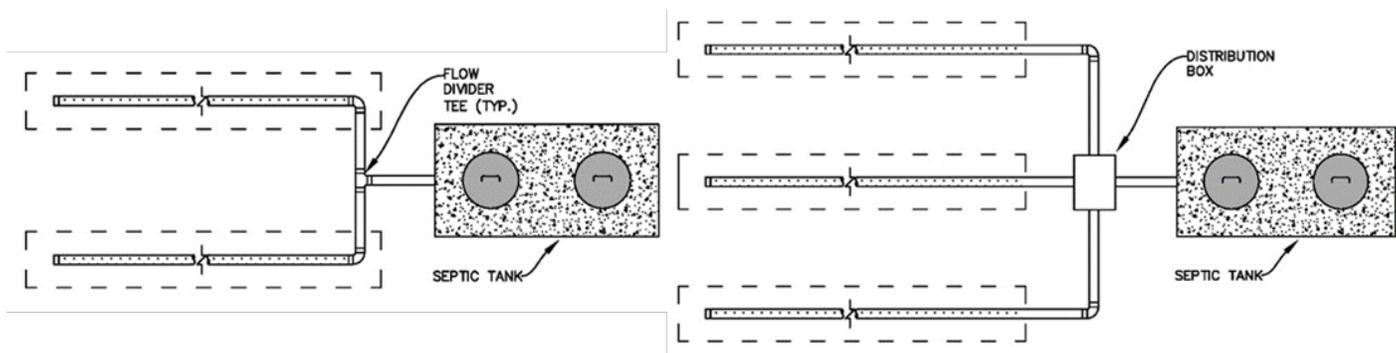
Bed Leachfield System:

Perforated Pipe Bed Layout Worksheet, Page 1
 Chamber Bed Layout Worksheet, Page 1

Install leachfields to ensure equal distribution of wastewater effluent among all the trenches. Equal distribution allows the use of the entire infiltrative surface of the leachfield and prevents overloading part of the leachfield.

Use either a piping header or distribution box (D-box) to distribute wastewater effluent equally among the trenches of a leachfield. A piping header system conveys wastewater effluent to each disposal trench using a network of solid piping. Split the discharge line from the septic tank using a T-pipe fitting (see example below). If there is an odd number of trenches in the leachfield, use a distribution box to divide wastewater effluent evenly among the trenches (see example below). Distribution boxes are typically made of concrete or wastewater-grade plastics and are watertight with a single inlet set at a higher elevation than the outlets. Construct outlets so that their elevations are equal relative to one another.

Examples of Septic Systems Where the Effluent is Distributed Equally.



DEQ does not require installation of leachfield trenches in a straight line. In fact, it is always preferable to follow the contour of the land. Additionally, never install the leachfield in floodways, at the base of slopes, or in depressions where runoff water could flood the leachfield. Construct leachfields in areas with good surface drainage, where the water cannot pond over the leachfield.

Table 1. Chamber System Equivalent Areas

Chamber Class	Chamber Name	Nominal Dimensions			Effective Dimensions			Equivalent Area	
		Length (ft)	Width (in)	Height (in)	Length (ft)	Width ¹ (in)	Height ² (in)	Trench Layout (sf/unit)	Bed Layout (sf/unit)
High Capacity	Quick4 High Capacity	4.4	34	16	4.0	34	11.5	23.9	16.2
	Quick4 Plus High Capacity	4.4	34	14	4.0	34	8.0	21.5	16.2
	Arc 36 High Capacity	5.3	34	16	5.0	34	10.5	29.0	20.3
	BioDiffuser 16" High Capacity	6.3	34	16	6.2	34	11.2	36.7	25.1
Standard	Quick4 Standard	4.4	34	12	4.0	34	8.0	21.5	16.2
	Quick4 Plus Standard	4.4	34	12	4.0	34	8.0	21.5	16.2
	Arc 36	5.3	34	13	5.0	34	7.0	26.1	20.3
	BioDiffuser 11" Standard	6.3	34	11	6.2	34	5.8	31.1	25.1
Standard Low Profile	Quick4 Plus Standard LP	4.4	34	8	4.0	34	3.3	18.4	16.2
	Arc 36 LP	5.3	34	8	5.0	34	3.8	23.4	20.3
Narrow	Quick4 Equalizer 36	4.4	22	12	4.0	22	6.0	14.5	10.5
	Arc 24	5.6	22	12	5.0	22	6.3	18.3	13.1
	BioDiffuser Bio 3	7.3	22	12	7.2	22	6.4	26.5	18.9
Narrow LP	Quick4 Plus Equalizer 36 LP	4.4	22	8	4.0	22	3.3	12.7	10.5
Ultra-Narrow	Quick4 Equalizer 24	4.4	16	12	4.0	16	6.0	11.6	7.6
	Arc 18	5.6	16	12	5.0	16	6.3	14.7	9.5
	BioDiffuser Bio 2	7.3	16	12	7.2	16	6.4	21.3	13.7
Ultra-Narrow LP	Quick4 Equalizer 24 LP	4.4	16	8	4.0	16	2.0	9.0	7.6

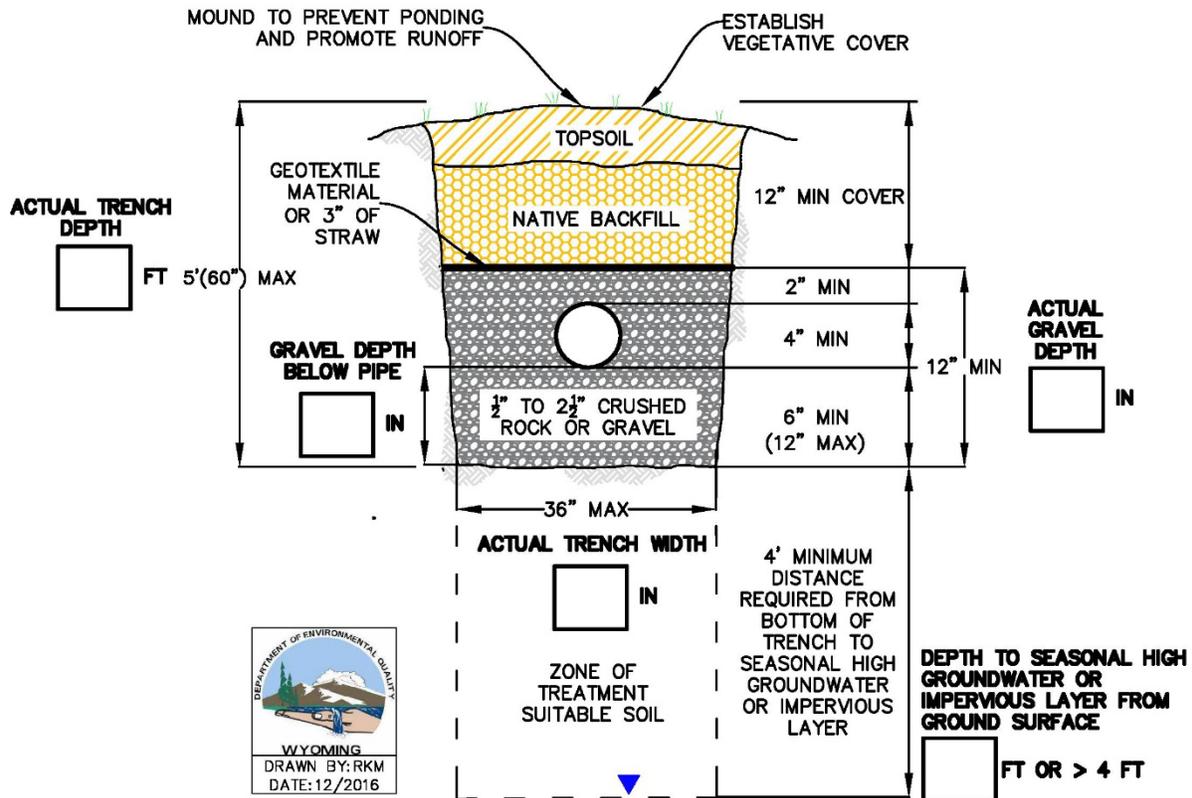
¹The equivalent areas calculation used the outside width of the chamber.

²The effective height is the height of the slotted sidewall of the chamber or depth below the flow line of the inlet pipe, whichever is less.

Perforated Pipe Trench Layout Worksheet

Design	Required Leachfield Area (Page 1 , Box 3)			Box 1
	Depth of Trench Below Pipe (ft)			Box 2
	Width of Trench (ft)			Box 3
	Absorptive Area Per Linear Foot of Trench (ft ² /ft)	$\frac{\text{_____}}{\text{Trench Depth (Box 2)}} + \frac{\text{_____}}{\text{Trench Depth (Box 2)}} + \frac{\text{_____}}{\text{Trench Width (Box 3)}} = \frac{\text{_____}}{\text{Absorptive Area}}$		Box 4
	Total Trench Length (ft)	$\frac{\text{_____}}{\text{Required Leachfield Area (Box 1)}} \div \frac{\text{_____}}{\text{Absorptive Area (Box 4)}} = \frac{\text{_____}}{\text{Total Trench Length}}$		Box 5
Trench Layout		Total Trench Length (ft) (from Box 5)	Minimum Number of Trenches to Use	Box 6
	Number of Trenches to Use	<101 101-200 201-300 301-400 401-500 501-600	1 2 3* 4 5* 6	Number of Trenches to Use = _____ Length of Trenches = _____ *A distribution box, or D-box, is required when an odd number of trenches is used.

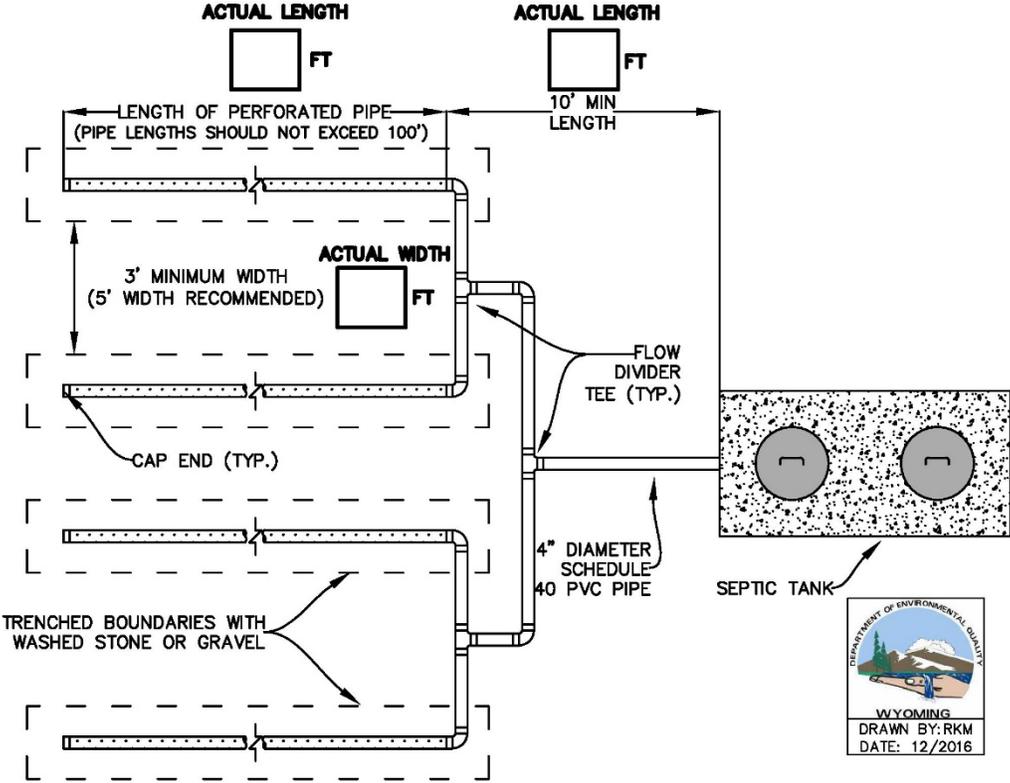
Please fill in the boxes on the diagram below.



Perforated Pipe Trench Layout Diagram



Example Layout Diagram

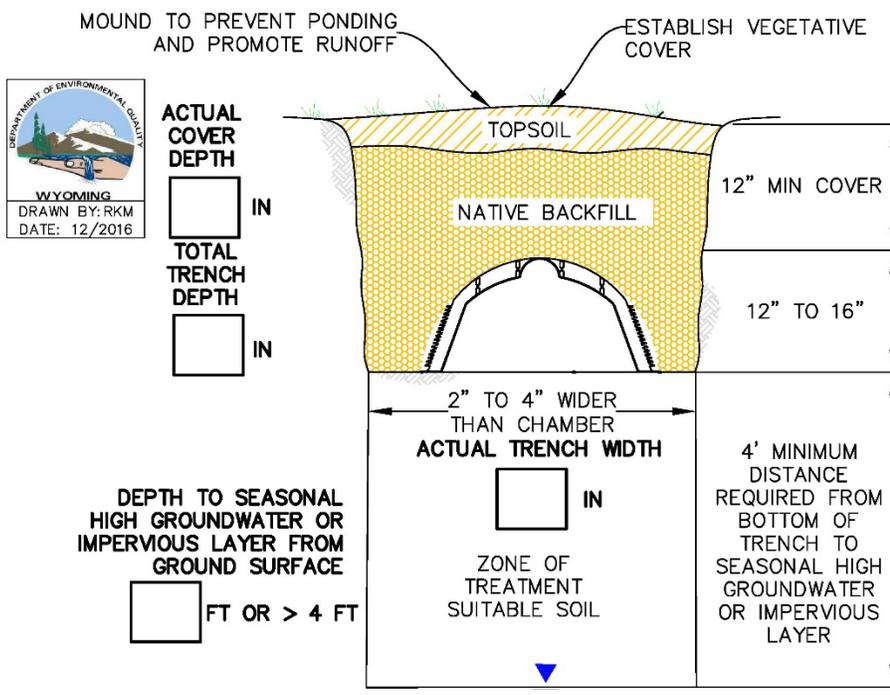


Draw your perforate pipe trench layout below or attach a separate sheet.

Chambered Trench Layout Worksheet

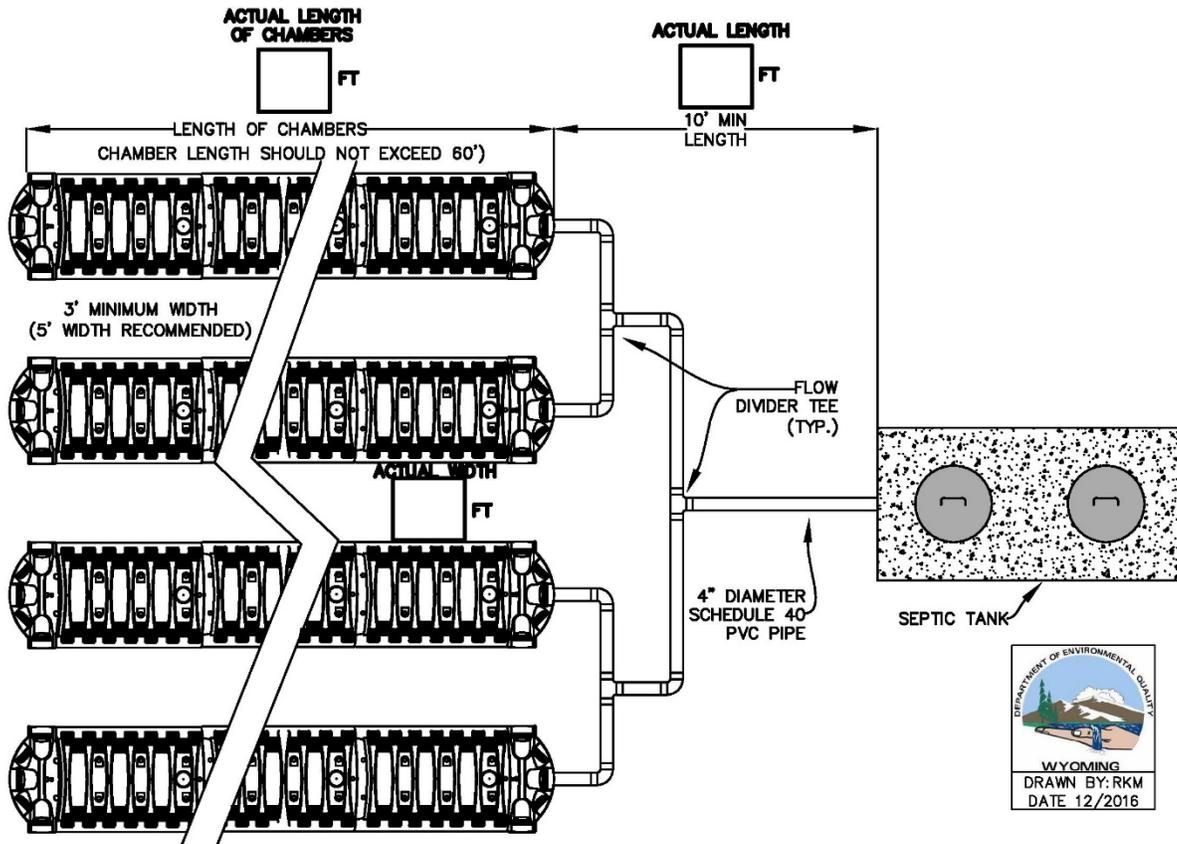
Chamber <small>(See Table 1, Page 13)</small>	Manufacturer													
	Model													
	Nominal Length (ft)													
	Nominal Width (in)													
	Nominal Height (in)													
	Effective Length (ft)			Box 1										
Design	Required Leachfield Area (Page 1 , Box 3)			Box 2										
	Equivalent Area Per Unit (See Table 1, Page 1)			Box 3										
	Number of Chambers	$\frac{\text{Required Leachfield Area (Box 2)}}{\text{Equivalent Area Per Unit (Box 3)}} = \text{Number of Chambers (Round Up)}$		Box 4										
Trench Layout	Total Trench Length (ft)	$\text{Number of Chambers (Box 4)} * \text{Effective Length (Box 1)} = \text{Total Trench Length}$		Box 5										
	Number of Trenches to Use	Total Trench Length (ft) (from Box 5)	Minimum Number Of Trenches to Use	Box 6										
		<table border="1" style="margin: auto; border-collapse: collapse;"> <tr><td style="text-align: center;"><60</td><td style="text-align: center;">1</td></tr> <tr><td style="text-align: center;">61-120</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">121-180</td><td style="text-align: center;">3*</td></tr> <tr><td style="text-align: center;">181-240</td><td style="text-align: center;">4</td></tr> <tr><td style="text-align: center;">241-300</td><td style="text-align: center;">5*</td></tr> <tr><td style="text-align: center;">301-360</td><td style="text-align: center;">6</td></tr> </table>	<60	1	61-120	2	121-180	3*	181-240	4	241-300	5*	301-360	6
<60	1													
61-120	2													
121-180	3*													
181-240	4													
241-300	5*													
301-360	6													

Please fill in the boxes on the diagram below.



Chambered Trench Layout Diagram

Example Layout Diagram

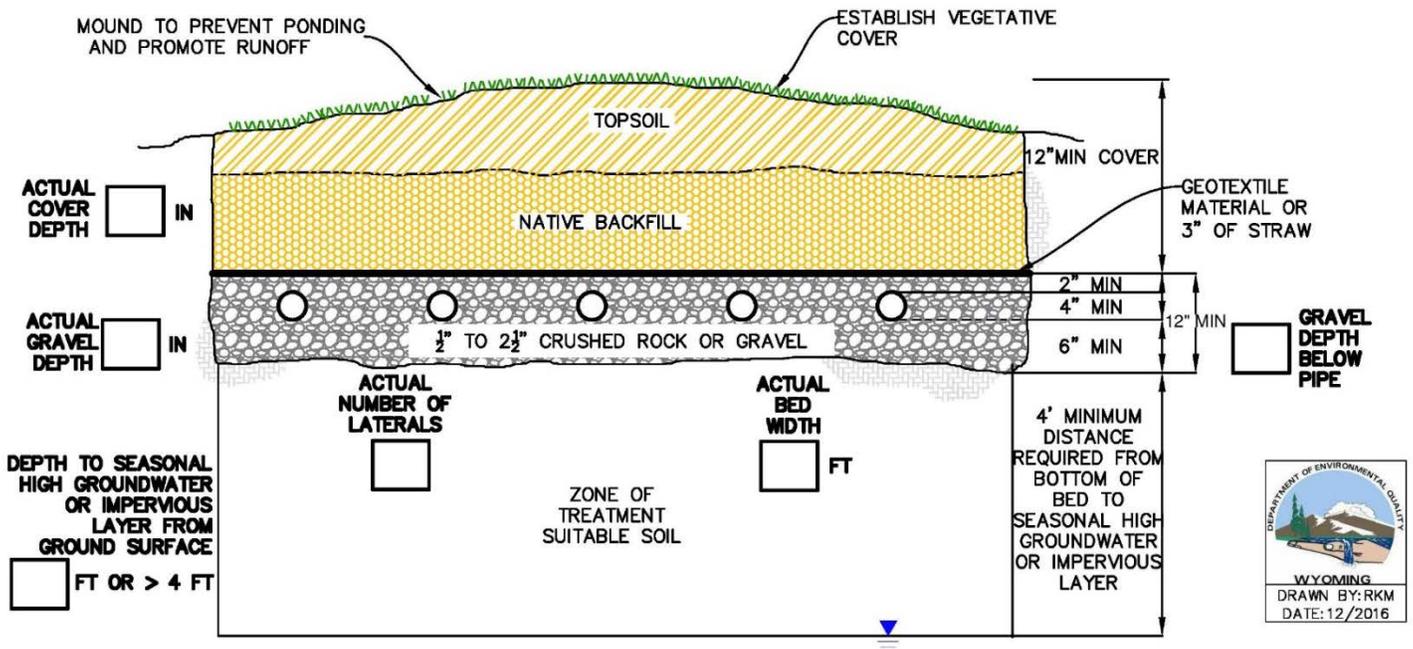


Draw your chambered trench layout below or attach a separate sheet.

Perforated Pipe Bed Layout Worksheet

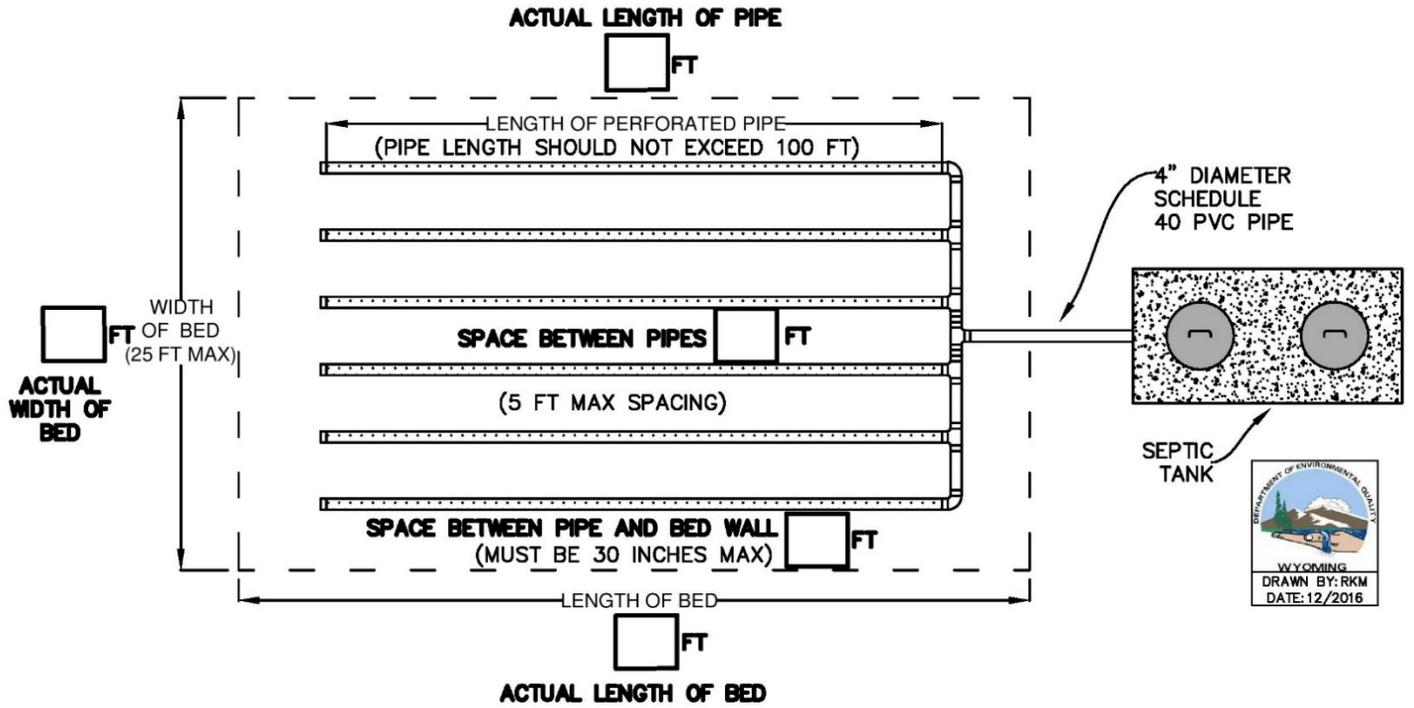
Design	Required Leachfield Area (Page 1 , Box 3)		Box 1
	Total Excavated Depth (ft)		
	Depth below pipe (ft)		
Bed Layout	Bed Width (ft)		Box 2
	Bed Length (ft)		Box 3
	Bed Total Square feet	$\frac{\text{Bed Width (Box 2)}}{\quad} * \frac{\text{Bed Length (Box 3)}}{\quad} = \frac{\text{Total Bed Area}}{\quad}$	Box 4
	Is Box 4 greater than or equal to Box 1	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/>	If No, adjust Bed Width (Box 2) and Bed Length (Box 3) until Box 4 is greater than Box 1	
<input type="checkbox"/>	If Yes, Complete bottom of		

Please fill in the boxes on the diagram below.



Perforated Pipe Bed Layout Diagram

Example Layout Diagram

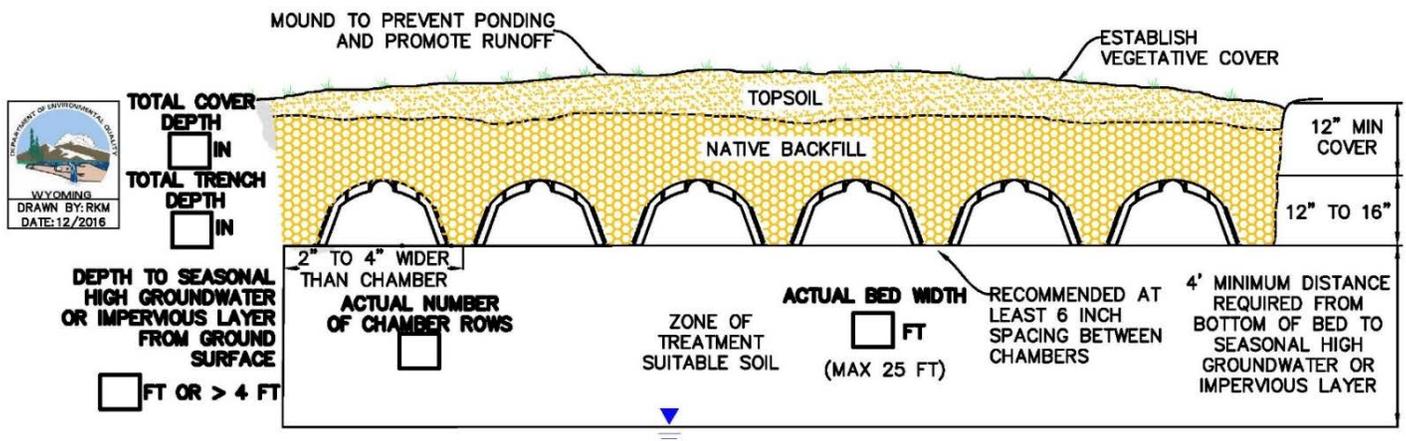


Draw your layout below or attach a separate sheet.

Chambered Bed Layout Worksheet

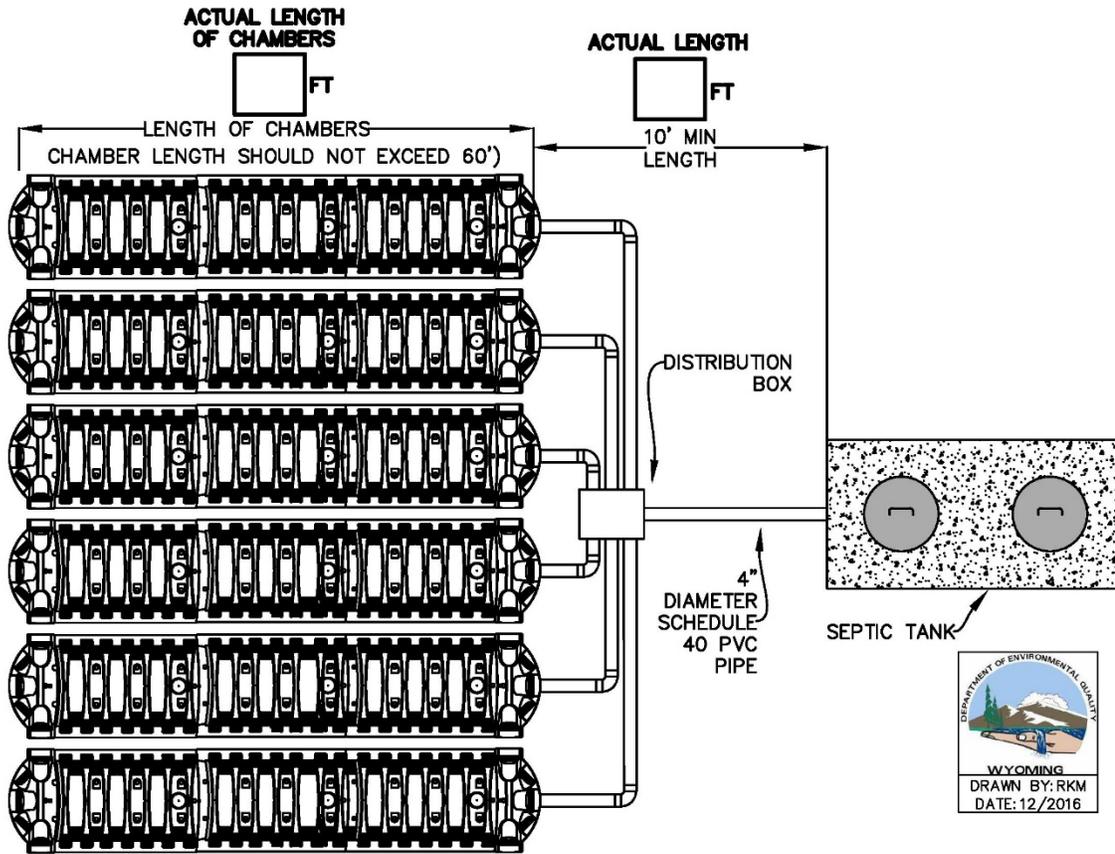
Chamber <small>(See Table 1, Page 13)</small>	Manufacturer																
	Model																
	Nominal Length (ft)																
	Nominal Width (in)																
	Nominal Height (in)																
	Effective Length (ft)	Box 1															
Design	Required Leachfield Area (Page 1 , Box 3)	Box 2															
	Equivalent Area Per Unit (See Table 1, Page 1)	Box 3															
	Number of Chambers	Box 4															
		$\frac{\text{Required Leachfield Area (Box 2)}}{\text{Equivalent Area Per Unit (Box 3)}} = \text{Number of Chambers (Round Up)}$															
Bed Layout	Total Chamber Length (ft)	Box 5															
			$\text{Number of Chambers (Box 4)} * \text{Effective Length (Box 1)} = \text{Total Chamber Length}$														
	Number of Chamber Rows to Use	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Total Chamber Length (ft) (from Box 5)</th> <th style="text-align: center;">Minimum Number of Chamber Rows to Use</th> </tr> <tr> <td style="text-align: center;"><60</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">61-120</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">121-180</td> <td style="text-align: center;">3*</td> </tr> <tr> <td style="text-align: center;">181-240</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">241-300</td> <td style="text-align: center;">5*</td> </tr> <tr> <td style="text-align: center;">301-360</td> <td style="text-align: center;">6</td> </tr> </table>	Total Chamber Length (ft) (from Box 5)	Minimum Number of Chamber Rows to Use	<60	1	61-120	2	121-180	3*	181-240	4	241-300	5*	301-360	6	Box 6
Total Chamber Length (ft) (from Box 5)	Minimum Number of Chamber Rows to Use																
<60	1																
61-120	2																
121-180	3*																
181-240	4																
241-300	5*																
301-360	6																
		Number of Chamber Rows to Use = _____ Length of Rows = _____ <small>*A distribution box, or D-box, is required when an odd number of trenches is used.</small>															

Please fill in the boxes on the diagram below.



Chambered Bed Layout Diagram

Example Layout Diagram



Draw your chambered bed layout below or attach a separate sheet.

Design flows for Non-residential buildings

If the building has multiple areas with distinct uses shown in table 1, fill out a separate sheet for each different use and add the results in Box 5 together

Expected # of users
(usually employee number)
Box 1

Building size
(gross square feet)
Box 2

Table 1 Occupant load factor

building use	33% IBC table 1004.5
Business/office areas	450
Retail	180
Industrial areas	300
Warehouses	1500

Minimum Calculated users $\frac{\text{Building size (Box 2)}}{\text{Occupant load factor from Table 1}} =$
Box 3
roundup to nearest whole number

Design user number larger of Expected users (Box 1) vs. Minimum calculated users (Box 3)
Box 4

Table 2 Non residential wastewater flowrates

Building use	flow (gal/person/day)
Business/Office	15
Industrial building	20
Warehouses	15
Retail store	15
Church	4
School	15
Campground toilets only	25
Campground with showers	45

.....(For uses not shown here, refer to Table 2 of DEQ
.....chapter 25' located in appendix to
' k Regulating Construction)

Design flow $\frac{\text{Flowrate from Table 2}}{\text{Design user # (Box 4)}} =$
Box 5
enter this result into Box 1 on pg 11

The following page(s) contain the backup material for Agenda Item: [10:35 Professional Services Contract, West EcoSystems Technology](#)

*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 Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Megan Nelms, Planner & Zoning Administrator

DATE: June 8, 2020

SUBJECT: WEST Consulting Contract – Natural Resource Land Use Plan Update

Summary: Attached is the proposed contract with WEST Consulting to review and update the 2016 Campbell County Natural Resource and Land Use Plan (NRLUP).

The County's NRLUP was last updated and adopted in June of 2016. Recent review of the plan identified areas which could be improved upon based on new policy and legal guidance, new issues of interest or topics which have been previously omitted and should be included, as well as needed updates to baseline data.

In 2018, House Bill 54 amended Wyoming Statute §9-4-218 to include financial assistance of up to \$50,000 to counties to create or update their natural resource & land use plans. The County has received approval from the Governor's Natural Resource Office for funding of up to \$50,000 to update our plan.

The NRLUP Committee sent a request for proposals to consultants to assist the county with the plan updates. Of the four proposals received, the committee chose WEST, Inc., who previously assisted the County with the 2016 update. WEST will review and revise the plan to ensure the most up-to-date and current statistics and information are provided to substantiate and validate the County's policies and goals. WEST's review will also include GIS mapping integration within the plan.

The timeline of work for this project is through the end of 2020, with adoption of the plan by the Board of Commissioners to follow in the winter/spring of 2021.

Staff Recommendation: Staff recommends the Board of Commissioners accept the contract with WEST consulting for work on the 2016 Campbell County Natural Resource Land Use Plan update.

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (“Contract”) is made and entered into this ____ day of June, 2020 between Campbell County Department of Public Works, (“Client”) and Western EcoSystems Technology, Inc. (“Contractor”). In consideration of the mutual covenants and contracts contained herein, the sufficiency of which is hereby acknowledged, Client and Contractor do hereby agree as follows:

1 Definitions: For purposes of this Contract, the following terms shall be defined as follows:

- 1.1 “Contract” Shall mean the terms and conditions contained directly and specifically in this instrument including all exhibits and attachments hereto and incorporated herein.
- 1.2 “Work” shall mean the services to be performed or provided by Contractor pursuant to Paragraph 4 of this Contract.
- 1.3 “Party” or “Parties” shall mean Client and/or Contractor.
- 1.4 “Project” shall mean all Work being performed by Contractor pursuant to Paragraph 4 of this Contract.

2. Relationship of the Parties: The Contractor is providing professional services for the Project. Funding for those services is provided by Client. The Contractor is acting as an independent contractor to Client and not as an employee, agent, partner or joint venturer for Client. Neither party to this contract may obligate the other to any expense or liability except upon written consent of the other. Any assignment of rights or delegation of duties, including subcontracting, under this Contract shall be void without prior written approval by Client.

3. Term: Unless earlier terminated in accordance with the terms contained in Paragraph 9 below, the term of this Contract (the “Term”) shall begin on the date hereinabove written and shall continue until February 25, 2021, unless renewed or extended by written agreement of the parties.

4. Scope of Work: Contractor shall perform the following Work at the direction of, and in coordination with Client, as outlined in Attachment “A” Proposal for Campbell County Natural Resource Land Use Plan Update, a copy of which is attached hereto and incorporated herein by this reference. Additional Work in accordance with this agreement shall be outlined in consecutive proposals.

5. Compensation: As consideration for the Work to be performed herein, Client shall pay Contractor’s hourly rates identified in Attachment “B” Campbell County Natural Resource Land Use Plan Update – Budget Estimate. The cost not to exceed amount under this contract is Forty Nine Thousand Four Hundred and Forty Dollars and 00/100 (\$49,440.00 USD). Contractor shall invoice Client only for services actually performed and expenses actually accrued.

6. Payment of Fees: Client shall make payment of fees monthly, according to Invoices submitted by Contractor and approved by the project manager or his supervisor. Invoices will be considered as due within 45 days of receipt of invoice. Client's failure to pay Invoices pursuant to this Paragraph shall be deemed a material breach of the terms and conditions contained in this Contract. In the event Client is deemed to be in material breach of this contract pursuant to this Paragraph Contractor may, upon notice to Client, issue a stop work order on the Project which shall remain in full force and effect until the breach outlined in this Paragraph is remedied by Client to the satisfaction of Contractor.

7. Insurance Requirements: The minimum kinds and amounts of insurance to be carried by the Contractor shall be as set forth below:

<u>TYPE</u>	<u>COVERAGE</u>
Comprehensive Auto Liability	\$1,000,000 combined single limit
Comprehensive General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory

8. Termination: This contract may be terminated by Client in whole or in part in writing for convenience upon thirty (30) days written notice sent by certified mail to the Contractor at its usual place of business. In the event of such termination, payment shall be made to the Contractor for the amount of satisfactory work performed or services rendered to date of termination as well as all expenses incurred by Contractor prior to the date of termination. Payment will not exceed the fixed lump sum or not-to-exceed amount set forth herein.

In the event this Contract is terminated prior to completion as a result of conditions beyond the control of the Contractor, the total amount of the fixed payment shall be prorated in the proportion to the work performed to date of such termination. Payment of the prorated amount shall be within thirty (30) days.

The Contractor, upon receipt of a termination notice, shall promptly discontinue all services affected (unless the notice directs otherwise), and deliver or otherwise make available to Client all data, drawings, specifications, reports, estimates, summaries, project file, and other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in process.

9. Disputes: In the event of a dispute to or arising out of this Contract, the Parties shall meet and confer and negotiate in good faith to attempt to resolve the dispute. In the event the Parties are unable to resolve the dispute after such good faith negotiation, then the Parties shall be free to pursue all remedies, whether legal or equitable, which may exist. The law of the State of Wyoming shall govern all matters arising under or in connection with this Agreement. Courts of Campbell County, Wyoming shall have jurisdiction of all suits, actions, or other legal proceedings with respect to or arising out of this Agreement.

10. Address of the Contractor: Western EcoSystems Technology, Inc.
415 W. 17th Street, Suite 200
Cheyenne, WY 82001
Telephone: (307) 634-1756
Fax: (307) 637-6981
Email: dyoung@west-inc.com
Attn: David Young, CEO

11. Address of Client: Campbell County
Department of Public Works
500 S. Gillette Avenue, Suite 1400
Gillette, Wyoming 82716
Telephone: (307) 685-8061
Email: MBL08@ccgov.net
Attn: Megan Nelms

12. Severability: If any part of this Contract is found to be unenforceable or in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is unenforceable or in conflict with applicable laws but the remainder of this Contract shall remain in full force and effect.

13. Entire Agreement: Contractor and Client understand that this is the entire agreement between the Parties. This agreement shall be binding upon the Parties, their heirs, executors, legal representatives, successors and assigns.

14. Counterparts; Facsimile and PDF Signatures: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document. At the request of a Party, the other Party will confirm facsimile or PDF signatures by signing an original document.

15. No Waiver: No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any provision hereof shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereof. The rights and remedies provided by this Agreement shall be in addition to those rights and remedies available to the Parties in both law and equity.

16. Captions: The captions contained in this Contract and in each Attachment attached hereto are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of such document or the intent of any provision contained therein.

IN WITNESS WHEREOF, Client and Contractor have executed this Agreement as of the date and year first written above.

CLIENT: Campbell County

By: _____
Signature

Print Name

Title

CONTRACTOR: Western EcoSystems Technology, Inc.

By: _____
Signature

Print Name

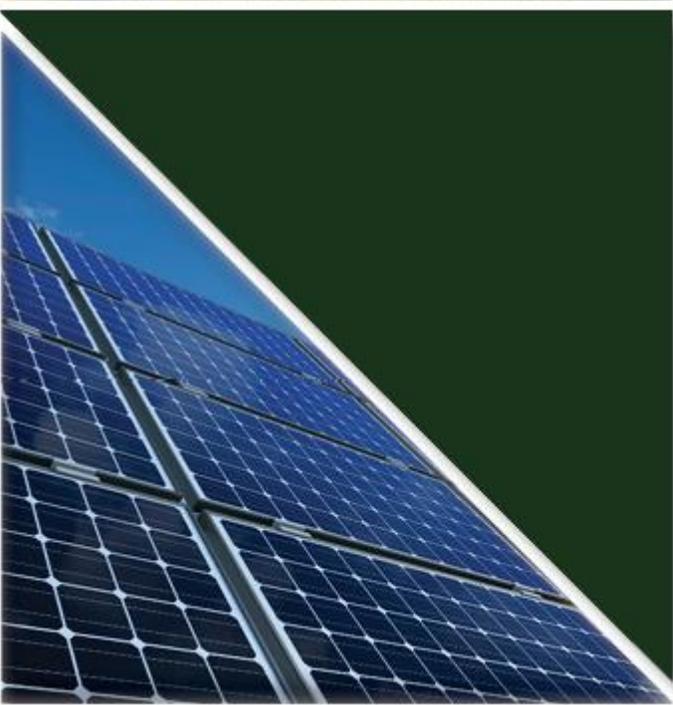
Title

Attachment “A”



PROPOSAL FOR:

Campbell County
Natural Resource
Land Use Plan
Update



PREPARED BY:



Environmental
& Statistical
Consultants

Table of Contents

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Project Experience	3
References	5
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Timeline	10
Attachment A – Resumes of Key Personnel	11



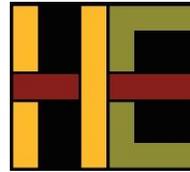
Qualifications



Western EcoSystems Technology, Inc. (WEST) was established by Dale Strickland and Lyman McDonald in 1990 in Cheyenne, Wyoming and has grown to include offices across the US and a Canadian subsidiary. The growth of WEST is a direct result of our company’s mission statement to provide outstanding professional consulting services combining field ecology and statistics to create original solutions to wide range of natural resource problems. Additionally, many of the original employees still work at WEST along with over 100 other professionals that have become long term WEST employees illustrating the quality of the company for professional growth as well as retained expertise and institutional knowledge.

WEST specializes in a common sense, defensible and professional approach to the solution of natural resource challenges. The WEST client base includes private companies, state agencies, and federal agencies that are involved in renewable energy development, oil and gas development, pipeline construction, water supply and management, wildlife and vegetation issues, listed species, and permitting processes. This vast base of clients and industries results in WEST employees having a unique understanding and perspective for the challenges that our clients face while making project planning and development decisions as they relate to natural resources.

WEST is pleased to team with Harvey Economics (HE), Wenck, and an attorney from Pence and MacMillan for this project.



HE was founded in 2002 by Ed Harvey to provide focused, applied economic research and consulting services to business and government clients. Mr. Harvey has served public and private sector clients in the western U.S. for more than four decades. In addition to Mr. Harvey, HE’s three other economists bring decades of experience and specialized knowledge. Given their experience and expertise, Susan Walker and Jessica Harvey share ownership of the firm with Mr. Harvey. HE has an outstanding record of employee retention which facilitates our working relationships, communication and workforce planning.

The bulk of HE’s work focuses on resource-based markets or economic sectors, including energy and minerals; water and wastewater; agriculture; tourism and recreation; land use and other resources. Their client base is wide ranging, including county governments, municipalities, utilities, special districts, state and federal agencies, law firms, agricultural entities and private industry.



Wenck has established itself as a market leader in the Air Quality Services arena through responsive service, technically sound solutions, and credible representation of its clients before regulatory agencies. Our staff includes several engineers with significant regulatory agency employment experience, including a former Wyoming Air Quality Division New Source Review Program employee. We also ensure that our permitting and modeling staff receives ongoing training

to stay abreast of developments at state and federal levels. We maintain a complete library of computer models and industry-leading supporting software programs. Our clients continue to draw on our timely and successful negotiation of reasonable permits, modeling submittals and other regulatory actions. Wenck's air team has worked on projects in 49 states. As a result, we are familiar with many variations of state and local air regulations, in addition to the federal programs administered by the U.S. EPA.



Pence and MacMillan was founded over 60 years

ago by Alfred Pence in Laramie, Wyoming. Thus began the proud tradition of Pence and MacMillan: Wyoming attorneys serving the people of the state since 1945. Pence and MacMillan have been providing quality legal services to a diverse client base around the country from our home here in Wyoming, with offices located in Laramie, Cheyenne, and Sheridan. Services include civil litigation, criminal law defense, family law, probate and trust administration, estate planning and administration, business and financial law, real estate and landlord laws, municipal and governmental law, labor and termination law, oil and gas law, and more. The outstanding attorneys have diverse practices and expertise and take great pride in the legal service we provide the people of Wyoming. Pence and MacMillan is also the leading law firm for Wyoming under the SCG Legal Network. As such, they are the trusted legal resource for new and established companies across the country.

Natural Resource and Planning

The WEST let team is suited for this work because:

WEST Team has extensive project experience related to land use planning efforts for local, state and federal agencies. Our experience includes evaluation of potential changes to natural resources, socioeconomic resources, recreational amenities, energy and minerals, agricultural activities, and land uses as part of many different types of work:

- WEST lead of team of consultants, including HE, to produce the *Amended Campbell County Natural Resource Land Use Plan*. In addition to leading the project, WEST provided biological resource expertise while HE focused on socioeconomic and recreational resources. We reviewed the existing conditions as well as related County goals and priorities for public land management and coordination with other agencies.
- HE's experience includes generating long-term planning efforts and documents, such as the original *Platte River Basin Plan*, recent *Platte River Basin Plan Update* and the *Environmental and Recreational Water Use Handbook*, all completed for the Wyoming Water Development Office.
- WEST has led and provided resource support to numerous Environmental Impact Statements and Environmental Assessments for many of the federal agencies including the Army Corps of Engineers (USACE), Bureau of Land Management (BLM), US Forest Service (USFS), US Fish and Wildlife Service (USFWS) and the National Park Service (NPS). Similarly, HE has completed socioeconomic, recreation and land use components of Environmental Impact Statements (EISs) and Environmental Assessments (EAs) for the same federal agencies listed above.



- HE has been involved in special types of land use permits for county level decision making, including a recent Conditional Use Permit for a solar energy development on BLM land in Sweetwater County.
- WEST and HE have both participated in and offered support to clients in the preparation of applications for industrial developments to various state level agencies, including the Wyoming Industrial Siting Commission.

Specific knowledge about Campbell County. Our work in Campbell County, especially as related to the *Amended Campbell County Natural Resource Land Use Plan*, has led to an extensive knowledge of natural resources, socioeconomic, and other resource conditions across the County. For the development of the document, WEST and HE gathered detailed data related to the natural resources, population, economy, public facilities and services, culture and lifestyle, and recreational amenities in the County. As a result of this experience, our team is well versed in the potential issues and concerns faced by the County related to changes in regional energy development and other pressures related to use of public lands.

Project Experience

Amended Campbell County Natural Resource Land Use Plan, Wyoming

The Commissioners of Campbell County hired a team of resource experts to update, expand and improve upon the County's existing Land Use Plan. The purpose of the Plan revision was to refine, solidify and provide support for the

extensive list of land use policies originally developed by the County several years earlier. The Commissioners intend to rely on the land use policies, along with other supporting information developed as part of the Plan, to provide input into potential future developments on state and federal properties within the County. WEST led a team of experts and contributed to the development of the natural resource materials presented in the document. Additionally, WEST was responsible for the development and production of the final document. HE took on the role of economic expert for this work, developing both the economic and recreational sections of the Plan. The HE Team developed extensive profiles of the County's economic environment and recreational resources, providing context for the set of associated County policies. HE worked to clarify and revise the County's goals, policies and objectives, with regard to economic activity, protection of private property rights and property values and recreational land uses. HE also developed a framework approach for evaluating the socioeconomic impacts of state or federal actions in the County.

Converse County EIS Support, Wyoming

WEST led a team of resource experts to support the Converse County Board of Commissioners in their role as a cooperating agency on the *Converse County Oil and Gas Project Programmatic EIS*. That project focused on the impacts of large-scale regional oil and gas development. WEST and HE assisted the commissioners in responding to draft elements of the EIS and participated in meetings with the BLM regarding alternatives development. As

part of the scoping process, HE identified a wide range of socioeconomic characteristics likely to be affected by development activities, from housing availability and price to the demand and cost for public services. Potential changes to regional land use patterns and recreational activity were also identified. A detailed baseline socioeconomic report was created to describe existing demographic and economic conditions in the county and to provide the commissioners with feedback regarding the BLM's proposed alternatives. In response to concerns expressed by the Commissioners, HE developed an additional alternative for BLM consideration that incorporated a phased approach to well development.

As part of a related effort, HE worked with County Commissioners to develop a socioeconomic monitoring and mitigation plan and to propose specific mitigation activities to the BLM for incorporation into the Record of Decision and the final permit application. That monitoring and mitigation plan would be a collaborative effort with oil and gas operators to gather data on upcoming industry activities in order to support County and municipal level planning efforts.

Nest Buffer Analysis Review

Anadarko Petroleum Corporation contracted WEST to conduct an independent analysis of the Operator Group's (OG) Year-round Development alternative within the *Converse County Oil and Gas Supplemental Draft Environmental Impact Statement (SDEIS)*. The BLM developed a method to estimate the impacts of the Year-round Development on non-eagle nesting raptors. The purpose of our assessment was to review the BLM methodology for calculating impacts to active

non-eagle raptor species and proposed minimization measures to minimize calculated impacts. A memo was prepared with the results and the OG submitted the results to the BLM for consideration in the Final EIS.

WWDO Water GIS project

WEST and Wenck Associates, Inc. performed a study to assess trends in water use and availability in the state of Wyoming for the Wyoming Water Development Office (WWDO). The study included an analysis of supplemental supplies, annual mapping of irrigated lands, development of a Water Use Index for all sectors (agricultural, industrial, domestic, and municipal), and a publication summarizing current conditions. The tools for analysis utilize readily available information and develop capacity within WWDO to update and report trends annually.

Platte River Basin Water Plan Update, Wyoming.

HE updated portions of the original *Platte River Basin Plan* for the Wyoming Water Development Commission. HE's role in that effort was to develop water demand projections under three alternative future scenarios, including high, low and medium population growth and water use scenarios. The HE Team first created a profile of current economic and demographic conditions across the Basin and in each of the seven sub-basins, focusing on specific water use sectors, including agricultural, municipal, and industrial sectors. They then researched and projected future outlook scenarios for each of the Basin's important economic sectors and ultimately projected water demands under each scenario for the Basin as a whole and for each sub-basin. Projecting agricultural water demands was a

major focus of this work given the substantial amount of water use in this sector. This work also included evaluation of both consumptive and non-consumptive environmental and recreational water demands. HE researched all existing water-based recreation in the Basin, which contains a large stretch of the North Platte River and other important water-based recreation, and placed environmental and recreational surface water uses in context with traditional diversions for evaluation purposes.

Air Quality Permitting and Compliance - Confidential Oil and Gas Client, Powder River Basin, Wyoming

Since 2012, Wenck has been assisting with environmental compliance and permitting services associated with over 200 well sites in Wyoming. Services provided include air permitting and compliance, SPCC planning and inspections, and data management.

Air Quality Permitting and Modeling – Wyoming Coal Mines

Wenck staff have produced approximately 20 air permit applications for coal mine modifications within Wyoming in the past 15 years. Most of these applications were for Powder River Basin mines. Applications were prepared to revise mine plans or to incorporate new lease areas. Emission inventories, air modeling, and other analyses were performed for the applicant and neighboring mines as required by WDEQ. Other on-going coal mine permit-related activities include preparing triennial emission inventories and assistance with Regional Haze Rule implementation.

Data and Inventory Management - Various Oil and Gas Clients, Wyoming

Wenck is currently assisting numerous clients with data and inventory management services

in response to the Wyoming Air Quality Division’s recent request for operators to populate production site facility inventories in their IMPACT data system. Wenck staff have editor level access to several clients’ IMPACT accounts and are efficiently updating their facility inventories. One client has over 500 facilities in IMPACT.

References

We are proud of our previous work with both Campbell and Converse County Board of Commissioners. We have enjoyed working with these Boards of Commissioners as well as evaluating resources and issues related to these resources within these two counties. Therefore we offer the following two contacts for references for the quality of work WEST and HE have conducted in support of these counties.

Campbell County Contact: Megan Nelms (307) 685-8061, MBL08@ccgov.net

Converse County Contact: Jim Willox (307) 351-3242), jim.willox@conversecountywy.gov

Project Team

Please see Attachment A for resumes of the Project Team.



Gretchen Norman, Project Manager and NEPA Team Leader

- Gretchen has been with WEST for 16 years and is located at our headquarters office in Cheyenne, WY. She has been involved in NEPA analyses throughout the state involving water projects, transmission lines, pipeline construction, wind projects, solar projects, and oil and gas

developments. These projects have been proposed on BLM, US Forest Service and private property providing her with a diverse background in the regulations and concerns of the federal, state and private landowners involved. Gretchen was the Project Manager for the *Amended Campbell County Natural Resource Land Use Plan* and she led the team to support the Converse County Board of Commissioners participate as a cooperating agency in the Converse County Oil and Gas EIS process. Her previous work with both the Converse County and Campbell County Board of Commissioners equips her with a unique understanding of the challenges that face the Board of Commissioners and residents of these counties.



Ed Harvey, Principal - Mr. Harvey brings more than four decades of in-depth expertise to HE projects. His institutional knowledge and extensive experience performing economic and

financial analyses, long-term resource planning, and evaluation of project development activities is a valuable asset to all HE projects. Mr. Harvey has worked with public entities, including many in Wyoming, as they adjust to changes in population, economic conditions, or other socioeconomic characteristics. Planning for major project developments, evaluating the effects of changes in regulations and collaboration with other entities are also a focus of Mr. Harvey's work. Mr. Harvey has extensive experience working with County Commissioners, City Council members, State and Federal agencies and the public. He has worked continuously across the State of Wyoming for over 45 years, including recent project experience in

Converse County. He is well versed in the issues facing Converse County related to public lands management and has the insight to address those challenges going forward.



Susan Walker, Director - In almost 15 years at HE, Ms. Walker has worked extensively with public entities and private clients across the Western US, including projects

completed for Converse County, Campbell County, the City of Cheyenne, the Wyoming Water Development Office, and many conservation districts and private entities across Wyoming. Over that time, Ms. Walker's work has focused on evaluating changes in socioeconomic resources; determining project effects on economic conditions, recreational amenities and land uses; planning for current and future resource demands; and assessing financial feasibility of project activities. Her work also requires interaction with a variety of public entities and stakeholder groups, incorporation of stakeholder inputs into planning documents and communication of project outcomes as part of reports and presentations.



Gary Garman, Senior Environmental Project Manager - Mr. Garman joined

Wenck Associates in July 2019. He specializes in air permitting, air quality dispersion modeling, emission inventories, and the development of fugitive dust emission factors. He is a degreed scientist with over 30 years of professional experience in the environmental sciences. He is responsible for modeling and permitting of

stationary sources, particularly those in the mining industry. Other duties include data analysis and quality assurance. He has also been responsible for installing, calibrating, and auditing air quality and meteorological monitoring systems.



***Kendall C. Necker, CCM,
Senior Project Manager*** - Ms.

Necker is an air quality meteorologist with over 30 years of experience. Ms. Necker's expertise includes dispersion modeling,

permitting, emissions inventory development, and data management. She has worked with the air dispersion models AERMOD and CALPUFF, as well as a variety of other specialty models. She has performed both Class I and Class II analyses, as well as hazardous air pollutant analyses. Her air permitting experience involves minor sources, major sources, synthetic minors and Title V. Ms. Necker has developed emission inventories for various industries including coal and hard rock mining, manufacturing, grain ethanol, and gas compressor stations. Ms. Necker has managed data for both meteorological and air quality parameters and has developed databases and spreadsheet systems for various applications.



***M. Gregory Weisz,
Attorney at Law*** - a

member of Wyoming bar since 1995, provides services in general civil litigation, business

organizations, natural resources issues, real estate and easement law, business entity formation and representation of governmental and institutional clients. Greg's practice has allowed him to represent a wide variety of

institutional, corporate and governmental entities on issues related to liability exposure, risk management, taxing authority, governance, and compliance. Additionally, he has extensive experience in HIPAA compliance, insurance coverage, land use regulation and natural resources law. His areas of practice include: Corporate law, Government/institutional law, Civil Litigation, Natural Resources, Real estate, and Easements.

Team Member Commitment

The WEST Team is committed to delivering quality products within an expected timeframe. The individuals identified have verified their availability and bandwidth for providing the services described in this proposal within the timeframe provided. WEST maintains a large staff connected with document production including technical editors and a GIS department. We have the capabilities to shift workloads around between staff members to ensure document production deadlines are met.



Project Proposal

Scope of Work

The following tasks are proposed to be completed to accomplish the work described in the Request for Proposal – Scope of Work. Costs associated with each task are provided in the Budget and Timeline section of the proposal.

Task 1. Document Review and Scope Confirmation

Gretchen Norman and Greg Weisz will review the existing plan to identify any changes in regulations or content that should be updated. Additionally, we will identify new topics that should be considered for inclusion in the updated plan. Topics may include the split estate issue, State Trust Land use, reclamation components, right-of-ways for infrastructure development and dispute resolution language. Once reviewed, Gretchen and Greg will participate in a conference call (not to exceed three hours) to review our findings with the Board of Commissioners. The goal of the meeting will be to develop a clear understanding of the changes and updates that are requested by the Board of Commissioners. For budgeting purposes we assumed that only two new topics would be included to the updated plan.

On this call we will also discuss the format for a public workshop to solicit input from the



public about the plan. We will select potential dates for the workshop, request that the Board of Commissioners secure a venue, and review what needs to be prepared prior to the workshop (i.e., announcement in paper, presentations, and comment sheets).

Task 2. Public Workshop

The WEST Team will not be participating in the public workshops as determined through contract negotiations.

Task 3. Document Revisions

The existing Campbell County *Amended Natural Resource Land Use Plan* is a robust document that primarily needs updating and reorganization as suggested in the Request for Proposals. As mentioned above, we anticipate up to two new topics will need to be incorporated into the document.

The WEST Team will prepare revisions to their respective sections as follows: WEST (Biological Resources), Harvey Economics (socio-economics, land use and recreation), and Wenck (Air Quality). Having developed the existing Natural Resource Land Use Plan, WEST and HE are familiar with the document content and where the data presented originated

adding efficiencies to this process. WEST and HE will provide up to two additional resource analyses for new topics as determined in Task 2 by the Board of Commissioners.

Wenck has conducted several air quality projects in Campbell County and is familiar with the data that is presented in the existing plan. At this point, we assume Wenck will only need to update the air quality data found in Appendix B of the existing document. This data will be updated with the most current ten year dataset.

Greg will conduct a final review of the policy, goal and objective statements for their applicability and legal accuracy.

A Preliminary Draft document will be provided to the Board of Commissioners for one round of edits and revisions. After the review is completed, Gretchen will participate in a call with the Board of Commissioners to discuss any final revisions to the Draft document to be released for public review.

Task 4. Second Public Meeting

The WEST Team will not be participating in the public workshops as determined through contract negotiations.

Task 5. Final Document Production

When the public comment period closes Gretchen will conduct a call with the Board of Commissioners to discuss any final revisions that are necessary based on the input from the public at the meeting or through written comments. At this point, we assume there will be general support for the changes and no major alterations will be require.

The WEST Team will make final minor edits to the document and provide a Final document to the Board of Commissioners for a final review. Upon approval of the final edits, the Board of Commissioners will announce to the public the availability of the Final document which will initiate a 30 day review period after which the Board of Commissioners will adopt the Final Campbell County Natural Land Use Plan.



Timeline

We developed a schedule that would allow the Board of Commissioners to adopt the Final Campbell County Natural Resource Land Use Plan no later than June 20, 2021. This timeline is a projection to achieve that goal. However, at the onset of the project, we can discuss the schedule and adjust the review periods to ensure sufficient time is provided for the Board of County Commissioner reviews. Additionally, this schedule assumes the Covid-19 is no longer affecting our social interactions.

Task	Date
Project Initiation	5/1/20
Task 1. Document Review and Scope Confirmation.	
Review document	5/1/20 -5/15/20
Conference call with the Board of Commissioners	5/15/20
Task 2. Public Workshop	
Public workshop	6/8/20
Scoping comment period closes	6/30/20
Conference call with Board of Commissioners to discuss public comments	7/6/20
Task 3. Document Revisions	
WEST Team revises document	7/9 – 9/1/20
Board of Commissioners review Draft document	9/1/20 - 10/1/20
WEST Team makes final edits to Draft	10/1/20 – 10/15/20
Release Draft document to public	10/16/20
Task 4. Second Public Meeting	
Public meeting	10/28/20
Comment period on Draft plan closes	11/16/20
Task 5. Final Document Production	
Conference call with Board of Commissioners to discuss public comments	11/19/20
WEST Team makes final revisions	11/19/20 – 12/14/20
Board of Commissioners reviews final changes to the document	12/14/20 – 1/21/21
Announcement of Availability of Final Campbell County Natural Resource Land Use Plan	1/22/21
Comment Period closes for Final Campbell County Natural Resource Land Use Plan	2/18/21
Board of Commissioners adopts Campbell County Natural Resource Land Use Plan	2/25/21

Attachment A – Resumes of Key Personnel



Gretchen Norman, *Ecologist/Project Manager*

PROFESSIONAL EXPERIENCE

- 2005-Present *Ecologist/Project Manager*, Western EcoSystems Technology, Inc., Cheyenne, Wyoming
- 2000-2005 *Environmental Consultant*, DDL Omni Engineering, White Sands Missile Range, New Mexico
- 2000 *Environmental Consultant*, Walcoff and Associates, Inc., White Sands Missile Range, New Mexico
- 1997-1999 *Sr. Environmental Scientist*, Walcoff and Associates, Inc., White Sands Missile Range, New Mexico
- 1993-1997 *Environmental Scientist/Range Ecologist*, Cortez III Service Corp., White Sands Missile Range, New Mexico
- 1991-1993 *Graduate Assistant*, New Mexico State University, Las Cruces, New Mexico

EDUCATION

M.S.
New Mexico State University
Las Cruces, New Mexico
1993
Range Science

B.A.
The Colorado College
Colorado Springs, Colorado
1989
Biology

SCIENTIFIC ORGANIZATION MEMBERSHIPS

National Association of
Environmental Professionals
(NAEP)

Member of the NAEP National
NEPA Practice Group

ADDITIONAL TRAINING

U.S. Army Corps of Engineers
Training Course - Environmental
Impact Assessment

SPECIALTY AREAS

National Environmental Policy Act: Gretchen is a trained rangeland ecologist who has been involved in National Environmental Policy Act (NEPA) compliance for most of her professional career. Gretchen served as project manager or assistant project manager on a variety of NEPA projects for various industries including oil and gas, transportation, land conveyance, wind energy, agriculture, municipal water, and large scale water supply projects. She has worked with the Army Corps of Engineers, Bureau of Land Management, US Fish and Wildlife Service, National Park System, US Department of Agriculture, US Department of Defense, Wyoming Department of Transportation, Western Area Power Administration, Bonneville Power Administration on NEPA projects. She has experience in preparing all levels of NEPA documents and is adept at locating existing data, analyzing data in relation to potential impacts from proposed actions and alternatives, and recommending mitigation measures to minimize potential impacts.

Large Scale Project Management: Gretchen specializes in large-scale projects at WEST utilizing her NEPA experience and education to track multiple aspects associated with complex projects. Her education in biology and rangeland ecology provides a foundation for her to evaluate various biological aspects involved in a project. Gretchen's NEPA experience provides her with the ability develop productive relationships with staff, sub-contractors and agency personnel to ensure large-scale project remain on track and communication is maintained between all personnel.

Relevant Project Experience:

Amended Campbell County Natural Resource Land Use Plan: Gretchen assembled and managed a team of resource specialists to assist the Campbell County Board of Commissioners in amending their Natural Resource Land Use Plan. The resource specialists provided narrative regarding existing environment. Gretchen drafted the vegetation; soils; weeds pests and invasive species; and predator sections. WEST established a GIS database with data specific for Campbell County and generated maps utilized in the document. The Commissioners adopt the document June 2016.

Advisor to Board of Commissioners in Converse County: The Casper BLM Field Office requested the Converse County Board of to participate as a Cooperating Agency in the NEPA process for the Converse County Oil and Gas Programmatic EIS. The Board of Commissioners retained Gretchen as a NEPA advisor for this project. Gretchen was responsible for providing the Board of Commissioners with information as requested; reviewing the NEPA process and documents to ensure the County interests are considered; making recommendations to the Board; and seeking support from other resource specialists as necessary. Gretchen identified and contracted a team of specialists to assist in this project. The team provided input during the scoping process; participated in the alternative screening workshops organized by the BLM; and reviewed the Draft Programmatic EIS.

Environmental Assessments for Chesapeake Operating LLC in Converse County, Wyoming:

Gretchen has prepared EAs for Chesapeake Operating LLC to exercise their lease rights to drill wells north of Douglas, Wyoming. Gretchen evaluated the construction, operation



and completion of these rights in an Applicant-prepared EA for the Casper BLM Field Office.

Wyoming Pipeline Corridor Initiative EIS: Gretchen was the Project Manager for the preparation of four technical reports that will be used by the Wyoming Pipeline Authority (WPA) to prepare an EIS for the proposed pipeline corridor initiative project. The project proposed to establish 1,150 miles of pipeline corridors on primarily BLM lands crossing most Wyoming counties and involves nine BLM field offices. WEST conducted comparative analyses and suggest mitigation measures for water, vegetation, wildlife, fisheries and aquatic resources.

USFWS EA for the Issuance of an ETP/ECP. Gretchen is managing the NEPA process for issuing an Eagle Take Permit (ETP) for an existing wind energy project located in Converse County, Wyoming. The EA is tiered to the *Final Programmatic Environmental Impact Statement for the Eagle Rule Revision, December 2016*. A preliminary draft of the EA was submitted to the USFWS in early December 2019 for review.

Other Wyoming Project Experience:

Silver Lake Irrigation District Dam Rehabilitation and Watershed Plan Environmental Assessment: Gretchen is the NEPA Project Manager for the Silver Lake Irrigation District dam rehabilitation project in Wyoming. The proposed action involves stabilizing a deteriorating dam. The reservoir is located in USFS Wilderness Area and involves both the USFS and the NRCS. This project is in the initial phases.

New Fork Lake Irrigation District Dam Reconstruction for Increased Water Supply Environmental Assessment: Gretchen is the project manager for the NEPA process to evaluate the lowering of the outlet structure on an existing dam. Lowering the outlets would result in accessing water previously unavailable this increasing the supply in the reservoir. This project is in Wyoming and located on the USFS land.

Westside Irrigation District (WID) Environmental Impact Statement (EIS): WEST was the lead contractor for the preparation of the EIS for a land transfer from the Worland BLM Field Office, Wyoming to the Westside Irrigation District. Gretchen joined this project to serve as the primary author for the biological sections of the EIS including the vegetation, wildlife, and species of concern, and was responsible for compiling the Preliminary Draft and Draft EIS documents, distribute the documents, address all comments submitted during the review process, and prepare the Final EIS. At the request of the BLM, she drafted the Record of Decision that was signed April 2011.

Other Large Scale Project Experience:

Halligan Water Supply Project EIS: The City of Fort Collins, Colorado is seeking a CWA 404(b)(1) permit for the proposed enlargement of the Halligan Reservoir. WEST leads the Third-Party Contractor (3PC) team hired by the US Army Corps of Engineers (USACE) to prepare the EIS. Gretchen is the project manager and in this capacity she maintains the workflow among the 3PC team, participates in discussions with the USACE regarding scope and protocols for resource analyses, tracks the schedule, coordinates the 3PC team members, reviews documents, and oversees the development of the Draft EIS including preparing resource sections based on the Technical Reports. She assisted in selecting the methodologies for evaluating impacts related to vegetation, wildlife, and species of concern. The Draft EIS was released November 22, 2019.

Western Area Power Administration (WAPA) Interconnect for Banner County Wind Environmental Assessment (EA) and Environmental Impact Statement (EIS) – Nebraska. Orion Wind Resources LLC proposes to construct the Banner County Wind Project in Nebraska. The EA Project would generate up to 115 mega-watts, with potential to expand up to 230 mega-watts under and EIS, and would interconnect to WAPA's existing Round Top-Stegall 115kV transmission line. Gretchen is the Project Manager for this EA and EIS.



Edward Harvey, Harvey Economics

Ed Harvey has devoted the bulk of his career to studying the economic effects of energy, water, mineral and environmental resource changes in the western U.S. During his 45-year career, his primary focus has been on economic feasibility and impact, economic and demographic forecasting, resource economics and site assessment studies in the western United States.

YEARS EXPERIENCE

Total **47**

At Harvey
Economics **18**

EDUCATION

MSBA, Economics,
University of Denver

BA, Economics,
University of Denver

PROFESSIONAL AFFILIATIONS

Colorado Commission
for Judicial
Performance

AWWA

AWRA

Colorado Water
Congress

American Planning
Association

LOCATION

Denver, CO

Select Project Experience

Campbell County Socioeconomic Monitoring System, Wyoming. For the Campbell County Monitoring Association, Mr. Harvey designed and implemented a comprehensive socioeconomic monitoring program to evaluate impacts of energy industry expansion. Mr. Harvey projected impacts and financial effects of 13 mines, several power plants, oil and gas development and related activities in the Powder River Basin.

Industrial Siting Permit Applications, Wyoming. Mr. Harvey performed the socioeconomic studies for eight Wyoming Industrial Permit Applications. These included applications for coal mines, power plants and energy conversion facilities. For each Application, he examined demographic, economic, social and financial conditions and potential changes to towns, counties and the state.

Wyoming River Basin Planning. Mr. Harvey directed the socioeconomic and water demand projections for original basin plans or updates for five Wyoming river basins (Platte, Wind/ Bighorn, Bear, Snake/ Salt and Green). HE thoroughly examines the each basic economic sector and the driving forces behind each; analysis of the energy sector is key to the basin planning efforts. HE's work included an analysis of current water demands and projections for irrigated agriculture, M&I, industrial, including power generation, and recreation and environmental water use.

Converse County Oil and Gas EIS Support, Wyoming. Mr. Harvey provided support services to the Converse County Board of Commissioners related to the development of an EIS focused on potential large scale regional oil and gas development. He participated in meetings with the BLM regarding alternatives development and led the development of an additional alternative. An evaluation of potential socioeconomic, recreation and land use impacts was completed and a potential approach to mitigation and monitoring was designed.

Socioeconomic Analyses for Environmental Assessments (EAs) Environmental Impact Statements (EISs), Colorado, Arizona and Texas. Mr. Harvey has led socioeconomic, recreation and land use impact analyses for EAs and EISs led by the US Army Corps of Engineers, Bureau of Land Management, Bureau of Reclamation and National Park Service. That work evaluates changes in economic, demographic, social, recreational and land use resources resulting from an applicant's proposed actions and other alternatives. Coordination with federal agencies, other resource consultants and other stakeholder groups is an important part of this work. Analyses address many topics, including construction benefits, tourism impacts, public facility and social service impacts, fiscal impacts, agriculture, energy resources and land use changes.



Susan H. Walker, Harvey Economics

Ms. Walker's work focuses on planning endeavors related to water, energy, agriculture and other natural resource sectors. Her project experience includes socioeconomic impact analysis, demand projections, cost – benefit analysis, project financing and resource valuation. She is an expert at economic and demographic research and analysis. Ms. Walker has completed work for municipalities, utilities, special districts and private industry, as well as county, state and federal agencies across the West.

YEARS EXPERIENCE

Total **16**

At Harvey
Economics **14**

EDUCATION

MS, Forest Economics,
Colorado State
University

BS, Forest
Management,
University of Vermont

PROFESSIONAL AFFILIATIONS

AWRA

Colorado Water
Congress

LOCATION

Denver, CO

Relevant Project Experience

Campbell County Land Use Plan, Wyoming. Ms. Walker developed the economic and recreational components of the County's existing land use plan. That work addressed County goals, policies and objectives in regard to economic activity, private property rights, recreational land uses and interactions between the county and state or federal agencies. The updated land use plan provides support for each of the county's policies and includes data about current economic conditions and recreational activities.

Converse County Oil and Gas EIS, Wyoming. The Converse County Board of Commissioners engaged Harvey Economics to support them on this EIS, focused on the impacts of large-scale regional oil and gas development. Ms. Walker identified a wide range of socioeconomic characteristics likely to be affected by development activities, from housing availability and price to the demand and cost for public services; she also identified potential changes to regional land use patterns and recreational activity.

Glendo Reservoir Cost - Benefit Study, Wyoming. Working for the Wyoming Water Development Commission, Ms. Walker quantified the economic costs and benefits associated with re-operation of Glendo Reservoir. She evaluated costs and benefits to recreational amenities and State Park visitation; hydropower generation; agricultural productivity and access to irrigation water supplies; and environmental amenities.

Platte River Basin Water Plan Update, Wyoming. Harvey Economics updated portions of the original Platte River Basin Plan for the Wyoming Water Development Commission. Ms. Walker developed water demand projections under three alternative future scenarios, including high, low and medium population growth and water use scenarios. She created a profile of current economic and demographic conditions, researched future outlook scenarios for each of the Basin's important economic sectors and projected water demands for each scenario.

Solar Energy Facility Benefits Study, Wyoming. Ms. Walker completed an evaluation of the socioeconomic effects of a commercial solar power generation facility to be developed in Sweetwater County. She prepared a baseline socioeconomic conditions report and quantified a wide variety of project outcomes, including new employment, generation of state and local tax revenues, impacts to existing industry activity and potential changes in local land uses and recreational activity. Her work was incorporated into an Environmental Assessment for the BLM and a Conditional Use Permit for review by the Sweetwater County Commissioners.

Greybull River Watershed Study, Wyoming. Ms. Walker completed economic and financial components of this watershed study for the Wyoming Water Development Commission and two local Conservation Districts. Ms. Walker worked to identify potential sources of funding for specific watershed improvements, including information on eligibility requirements for each source.

KENDALL C. NECKER, CCM

Senior Project Manager

Ms. Necker is an air quality meteorologist with over 30 years of experience. Ms. Necker's expertise includes dispersion modeling, permitting, emissions inventory development, and data management. She has worked with the air dispersion models AERMOD and CALPUFF, as well as a variety of other specialty models. She has performed both Class I and Class II analyses, as well as hazardous air pollutant analyses. Her air permitting experience involves minor sources, major sources, synthetic minors and Title V. Ms. Necker has developed emission inventories for various industries including coal and hard rock mining, manufacturing, grain ethanol, and gas compressor stations. Ms. Necker has managed data for both meteorological and air quality parameters, and has developed databases and spreadsheet systems for various applications.

EDUCATION

Metropolitan State College, Denver, CO
BS, Meteorology

SELECTED EXPERIENCE

Senior Air Quality Meteorologist – Trona Mines – Confidential Client, Wyoming

The project involved an AERMOD modeling analysis to identify potential locations for sulfur dioxide (SO₂) monitors that would be used assess regional ambient air quality compliance. The model involved multiple Trona plants and emissions. Developed a FORTRAN program to process output results to determine locations that had both the highest frequency and highest impacts to isolate potential monitoring locations. A report was generated describing the process and results for submittal to the state agency.

Senior Air Quality Meteorologist – Coal Mine – Confidential Client, Wyoming

Performed wind analysis of on-site meteorological data to determine placement of particulate samplers to capture impacts from mine activities for a Wyoming coal mine. The analysis was based on high wind events, wind flow regime and placement feasibility.

Senior Air Quality Meteorologist – Coal Mine – Confidential Client, Wyoming

The project involved a culpability evaluation for a measured exceedance of particulate matter at a monitor located at a coal mine in relation to a regional wildfire. The project involved running the meteorological model Weather Research and Forecasting (WRF) and employing that data to run CALPUFF in the near field. The output from CALPUFF tracked the plumes generated by the fire to show impacts on the monitor. A presentation was generated for the client to present to the agency.

Air Quality Meteorologist – Steel Mill - Confidential Client, Colorado

The project involved Title V permits for three separately-managed portions of a steel mill. For each portion, an emissions inventory was generated based on sources and production levels to compare against Title V permitting thresholds. Report summaries and permit applications were generated and submitted.



AREAS OF EXPERTISE

Dispersion modeling
(AERMOD and CALPUFF)
Emissions inventory
development
Data management
Excel

CERTIFICATIONS

Certified Consulting
Meteorologist (CCM) #633

PROFESSIONAL MEMBERSHIPS

Air & Waste Management
Association
American Meteorological
Society

GARY GARMAN

Senior Environmental Project Manager

Mr. Garman joined Wenck Associates in July 2019. He specializes in air permitting, air quality dispersion modeling, emission inventories, and the development of fugitive dust emission factors. He is a degreed scientist with over 30 years of professional experience in the environmental sciences. He is responsible for modeling and permitting of stationary sources, particularly those in the mining industry. Other duties include data analysis and quality assurance. He has also been responsible for installing, calibrating, and auditing air quality and meteorological monitoring systems.



EDUCATION

Kansas State University
BS, Biology

SELECTED EXPERIENCE

McVehil-Monnett Associates, Greenwood Village, CO – Vice President, Senior Environmental Scientist

- Completed dozens of air permit applications for surface mining operations in Wyoming, Colorado, Montana, Alaska and Arizona
- Prepared Title V applications and renewals for mining and mineral processing facilities
- Provided air quality technical support for Environmental Assessments and Environmental Impact Statements
- Performed ISC and AERMOD modeling in support of numerous state permitting and NEPA actions
- Provided third-party review of modeling efforts and for an Australian surface mining emission factor study
- Developed Title V and minor source emission inventories for various industrial clients
- Assisted with toxic tort litigation cases that assessed impacts to nearby residents
- Crew chief on a multi-year study to develop site-specific particulate emission factors at a surface coal mine
- Installed, calibrated, and/or audited air quality and meteorological monitoring equipment at many locations throughout the USA and at numerous sites in Mexico and Peru
- Conducted testing programs at several industrial agriculture facilities to develop site-specific particulate emission factors from paved road traffic
- Participated in a field program to characterize dust emissions from ship and barge grain handling operations
- Assisted on a study to determine the efficiencies of various road dust suppressants
- Participated in a study to characterize dust emissions and particle size distributions from dust brownout clouds created by helicopters in support of a program to develop "see-through" technology

Midwest Research Institute, Kansas City, MO – Environmental Scientist

- Crew chief on numerous field studies to develop particulate emission factors and evaluate particulate control technologies at steel plants, agricultural operations, construction sites, and from paved and unpaved roads
- Crew chief on a multi-year field evaluation of surface coal mine emission factors and dispersion modeling as required by Section 234 of the 1990 CAAA
- Crew chief on a multi-facility test program to develop emission factors and study the control efficiency of oil suppression at grain elevators
- Led field testing on a study in Colorado to characterize particulate emissions generated from winter road sanding

AREAS OF EXPERTISE

Air Permitting
Air Quality Dispersion
Modeling
Emission Inventories
Development of Fugitive
Dust Emission Factors

CERTIFICATIONS

MSHA Surface Miner
EPA Method 9

M. GREGORY WEISZ (GREG)

Pence and MacMillan LLC
1720 Carey Avenue, Suite 600
Cheyenne, WY 82001
(307) 638-0386

Professional & Employment

Attorney at Law

Pence and MacMillan LLC
Laramie, Wyoming
March 1997 to present
Member/Partner since 2000
Managing Member

- General civil practice. Practice emphasis in the following areas:
 - Easement and right-of-way acquisition, real estate litigation, real estate transactions, zoning and land use, construction law, business entities, natural resources,
 - Representation of governmental and institutional clients
 - General civil litigation
 - Practice before federal, state and local administrative agencies
 - Administrative appeals of agency decisions

Attorney at Law

Budd-Falen Law Offices
Cheyenne, Wyoming
September 1995 to February 1997

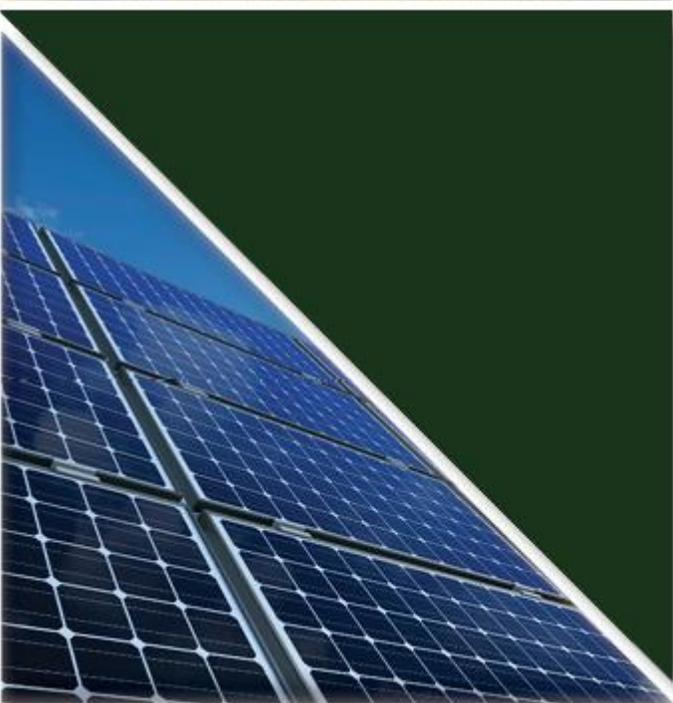
- Associate with law firm emphasizing natural resources law, public lands litigation, environmental law, and administrative law
- Practice in front of federal administrative agencies, including administrative appeals, administrative adjudication, and federal rulemaking commentary

Attorney Licensure: Wyoming; Colorado; United States District Court Wyoming; United States District Court Colorado; United States Court of Appeals for the Tenth Circuit; Court of Federal Claims

Non-Legal Employment

- Crew Supervisor, Louisiana-Pacific Corporation
 - Shift foreman at waferboard plant in Kremmling, Colorado
- Consulting Forester
 - Self-employed consulting forester in Dillon, Colorado
- Contract Forester
 - Timber inventory and insect/disease control inventory on contract basis for U.S. Forest Service
- Other
 - Resort condominium property manager
 - Ranch laborer
 - Water treatment plant worker

Attachment “B”



PROPOSAL FOR:

Campbell County
Natural Resource
Land Use Plan
Update – **Budget
Estimate**

PREPARED BY:



Environmental
& Statistical
Consultants

Task	Hours	Personnel	Direct Expenses	Total
Task 1. Document Review and Scope Confirmation	48	\$8,800	\$0	\$8,800
Task 2. Public Workshop	0	\$0	\$0	\$0
Task 3. Document Revisions	217	\$32,760	\$0	\$32,760
Task 4. Second Public Meeting		\$0	\$0	\$0
Task 5. Final Document Production	68	\$7,880	\$0	\$7,880
Total	333	\$49,440	\$0	\$49,440

Budget details are provided on the following page.

Assumptions used to develop this proposal and budget are as follows:

We anticipate that each review will generate comments that are considered to be minor to moderate. Minor to moderate comments include technical edits, rewording of sentences and possible reorganization of the content presentation. Major comments include additional analysis or inclusion of data provided during the reviews. Major comments would be considered out of scope with this proposal as well as preparing additional versions of the document.

We limited the involvement of our team members on conference calls with the Board of Commissioners to reduce costs. The request for other team members beyond those identified in the proposal to participate in any conference call would be considered out of scope with this proposal.

We assumed only two new topics would need to be included in the resource analyses section of the existing document. A request for more than two topics to be included in the plan, as a result of the review with the Board of Commissioners in Task 1 or the public workshop, would be considered out of scope with this proposal.

We assumed only the air quality Appendix B data would require update and not the information presented in Chapter 3. Updating Chapter 3 data would be considered out of scope with this proposal.

We assume our team will not be required to participate in Tasks 2 and 4. The Board of Commissioners will conduct the public workshops and provide the feedback to the team.

The cost estimate does not include any in person meetings.

	Task 1. Document Review and Scope Confirmation			Task 2. Public Workshop		Task 3. Document Revisions		Task 4. Second Public Meeting		Task 5. Final Document Production	
LABOR EXPENSE											
WEST											
Personnel	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Gretchen Norman	\$130	32	\$4,160	0	\$0	8	\$1,040	0	\$0	24	\$3,120
Casi Lathan	\$85	0	\$0	0	\$0	40	\$3,400	0	\$0	0	\$0
Elizabeth Lack	\$110	0	\$0	0	\$0	20	\$2,200	0	\$0	0	\$0
Andrea Palochak	\$90	0	\$0	0	\$0	20	\$1,800	0	\$0	40	\$3,600
WEST Total Labor		32	\$4,160	0	\$0	88	\$8,440	0	\$0	64	\$6,720
Harvey Economics											
Personnel	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Ed Harvey	\$235	0	\$0	0	\$0	5	\$1,175	\$0	\$0	\$0	\$0
Susan Walker	\$200	0	\$0	0	\$0	40	\$8,000	\$0	\$0	\$0	\$0
Kegan Reiswig	\$165	0	\$0	0	\$0	15	\$2,475	\$0	\$0	\$0	\$0
Cae Dornfeld	\$70	0	\$0	0	\$0	5	\$350	\$0	\$0	\$0	\$0
HE Total Labor						65	\$12,000				
Wenck											
Personnel	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Greg Garman	\$170	0	\$0	0	\$0	22	\$3,740	0	\$0	0	\$0
Kendal Necker	\$170	0	\$0	0	\$0	30	\$5,100	0	\$0	0	\$0
Skylor Wade	\$180	0	\$0	0	\$0	6.4	\$1,152	0	\$0	0	\$0
Wenck Total Labor						56	\$9,992				
Pence & MacMillan											
Greg Weisnz	\$290	16	\$4,640	0	\$0	8	\$2,320	0	\$0	4	\$1,160
Pence & MacMillan Total Labor		16	\$4,640	0	\$0	8	\$2,320	0	\$0	4	1,160

DIRECT EXPENSES	Rate	No. Units	Cost	No. Units	Cost	No. Units	Cost	No. Units	Cost	No. Units	Cost
Lodging	\$150		\$0		\$0		\$0		\$0		\$0
Per Diem (check current/location rates for accuracy)	\$51		\$0		\$0		\$0		\$0		\$0
Rental Car (1/2 ton pick-up truck) - Daily	\$83		\$0		\$0		\$0		\$0		\$0
Mileage	\$1		\$0		\$0		\$0		\$0		\$0
5% Tech			\$0		\$0		\$0		\$0		\$0
Total Expenses			\$0		\$0		\$0		\$0		\$0
	5%										
Total Cost - Labor and Expense		48	\$8,800	0	\$0	217	\$32,760	0	\$0	68	\$7,880



The following page(s) contain the backup material for Agenda Item: [10:40 Improvement Agreement & Letter of Credit, Ft. Union Industrial Park](#)

*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 Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Megan Nelms, AICP, Planner and Zoning Administrator

DATE: June 8, 2020

SUBJECT: Ft. Union Industrial Park – Improvements Agreement & Letter of Credit

Case Number: 17.01 COSP

Summary: On October 15, 2019 the County approved an extension and allowed the applicant, Green Bridge Holdings, LLC, to enter into a new Subdivision Improvements Agreement. Green Bridge Holdings, LLC provided an associated Irrevocable Letter of Credit (#555) to guarantee the installation of certain public improvements within the Ft. Union Industrial Park, as outlined in 'Exhibit A'. The new Improvements Agreement specified that all improvements shall be installed, constructed and completed by June 15, 2020.

The Public Works Department has not received notice of completion of said improvements by the applicant. Inspection made by Public Works Engineering on June 8, 2020 found the work incomplete.

Staff Recommendation: Staff recommends the Board take action to obtain funds from the Irrevocable Letter of Credit to complete the required improvements and to recover the cost thereof.

**AGREEMENT RELATING TO
COMPLETION OF IMPROVEMENTS IN THE
SUBDIVISION**

THIS AGREEMENT, entered into as of the 15th day of October, 2019, by and between the BOARD OF CAMPBELL COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING (hereinafter called "County"), and Green Bridge Holdings, Inc. (hereinafter called "Subdivider").

WITNESSETH:

1. That the Subdivider has submitted to the County for approval an application for a subdivision permit and a subdivision plat of the **Fort Union Industrial Park Subdivision**; and
2. That certain improvements are required by the Campbell County Subdivision Regulations, (hereinafter called "regulations"), to be installed by the Subdivider; and
3. That the Subdivider is required by the regulations to install or guarantee the installation of all required public improvements according to plans and specifications approved by the County Engineer and the Wyoming Department of Environmental Quality prior to approval of the subdivision plat; and
4. That the amount of the guarantee is based on an estimate made by the County Engineer and is in an amount not less than 125% of the estimated cost of all required public improvements remaining to be installed and approved; and
5. That the Subdivider has furnished to the County a guarantee of the proper installation of public improvements in the following form: **An Irrevocable Letter of Credit, Number 555 from the First National Bank of Gillette in the amount of Two Hundred & Eighty-Four Thousand Two Hundred dollars (\$284,200.00)**. That the expiration date of the Letter of Credit is no less than 120 days after the date of completion of the improvements as specified herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. All public improvements shall be designated on Exhibit "A" to this contract, attached hereto and incorporated herein by this reference, and being a list of the required improvements and Engineer's estimate of construction costs as approved by the County Engineer, shall be constructed and completed by the Subdivider according to the plans and specifications prepared by , and approved by and recognized as paid for by the County Engineer as hereinafter provided.
2. All improvements designated on Exhibit "A" shall be installed, constructed, completed and paid for by the Subdivider within **Eight (8) months** of the date hereof. All construction shall be performed in a good and workmanlike manner in accordance with all applicable County and State Standards, rules and regulations governing such construction.
3. The subdivider shall inform the County Engineer at least once a month as to the progress of construction, shall give written notice to the County Engineer of completion of improvements or categories thereof and shall cooperate in the reasonable inspection of improvements by the County Engineer.
4. Within 21 days after receipt of the above notice of completion, the County Engineer shall inspect the improvements to which the notice of completion applies and, within 21 days after receipt, give the Subdivider either written notice of approval or written notice of disapproval and corrective action required. Upon completion of corrective action, then notice, inspection and approval or disapproval of the same shall be required in a like manner as above. Written notice of approval of the County Engineer of an improvement or corrective action, or failure of the County Engineer to



EXHIBIT "A"

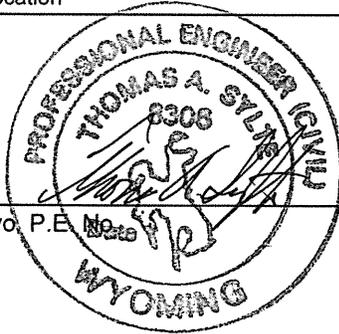
Summary and Engineer's Estimate of Costs of Required Public Improvements for Fort Union Industrial Park, as approved by the County Engineer.

Includes improvements to portions of existing roads and construction of new roads, combined total approximately 5300 LF.

IMPROVEMENTS

ESTIMATED COSTS

Mobilization and Demobilization	L.S.	1	\$8,000.00	\$8,000
Contract Bonding and Insurance	L.S.	1	\$5,800.00	\$5,800
Construction Signing And Traffic Control	L.S.	1	\$750.00	\$750
Install Sign	EA	9	\$350.00	\$3,150
Unclassified Excavation Above Subgrade	C.Y.	13900	\$3.20	\$44,480
6" Sub Prep	S.Y.	9415	\$2.00	\$18,830
Contractor Storm Water Control	L.S.	1	\$6,500.00	\$6,500
6" Aggregate Base	S.Y.	9415	\$10.00	\$94,150
Place Topsoil	C.Y.	4000	\$2.50	\$10,000
Stockpile Topsoil	C.Y.	4000	\$2.50	\$10,000
Install 18" Culvert w/FES	L.F.	95	\$30.00	\$2,850
Install 24" Culvert w/FES	L.F.	85	\$40.00	\$3,400
Seeding	AC	5	\$390.00	\$1,950
Dry Mulch	TONS	10	\$250.00	\$2,500
Powerline/Pole Relocation	LS	1	\$15,000.00	\$15,000
TOTAL				\$227,360



PREPARED BY:
Engineer

Wyo. P.E. No. 8308

Date

5/3/18

APPROVED BY:
County Engineer

Date

Clark Milburn

May 3, 2018



P.O. Box 3002, Gillette, WY 82717-3002 | 307-686-3300
FNBGILLETTE.COM

IRREVOCABLE LETTER OF CREDIT #555

Issuer: First National Bank of Gillette
Orig. Date of Issue: June 28, 2018
Date of Expiration: June 30, 2020
Customer: Green Bridge Holdings, Inc.
Amount: \$284,200.00
Beneficiary: Campbell County Board of Commissioners
500 S. Gillette Avenue, Suite #1400
Gillette, WY 82716

Gentlemen:

Please be advised that First National Bank of Gillette, by this letter, hereby extends the expiration date of the above mentioned Letter of Credit No. 555 to June 30, 2020.

All other terms and conditions of Letter of Credit No. 555 remain in full force and effect.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sam Saunders', is written over a light blue horizontal line.

Sam Saunders
President



P O Box 3002 • Gillette, WY 82717 • (307) 686-3300 • www.fnbgillette.com
Downtown - 319 S Gillette Ave • RC Ranch - 520 Running W Dr • Highway 59 - 2400 S Douglas Hwy

IRREVOCABLE LETTER OF CREDIT #555

Issuer: First National Bank of Gillette
Date of Issue: June 28, 2018
Date of Expiration: December 28, 2019
Customer: Green Bridge Holdings, Inc.
Amount: \$284,200.00
Beneficiary: Campbell County Board of Commissioners
500 S. Gillette Avenue, Suite #1400
Gillette, WY 82716

Gentlemen:

We hereby establish this irrevocable Letter of Credit in your favor for one or more drawings up to \$284,200.00 (TWO HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED AND 00/100 United States Dollars). This Letter of Credit is payable at First National Bank of Gillette, 319 South Gillette Avenue, Gillette, WY 82716 and expires with our close of business on December 28, 2019.

We hereby undertake to honor your sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with the Letter of Credit and confirmation, if any, at the office specified in paragraph one of this Letter of Credit on or before the expiration date. This Letter of Credit is for required public improvements for Fort Union Industrial Park.

This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Campbell County Board of Commissioners in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

Page 2
Letter of Credit #555

This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 and, to the extent not inconsistent therewith, to the laws of Wyoming.

If this Letter of Credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,



Sam Saunders
President



Permit to Construct Part 1 of 3: **Application**

Project name Fort Union Industrial Park

<p>Project Location and Description (include approximate lengths of roads and pipelines and volumes for excavation and embankment)</p>	<p>LOCATED IN SECTIONS 32 AND 33, T50N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING 2400 LF of improved roadways, 2900 LF of new roadways 13,250 CY of excavation, 5500 SY embankment for roadway construction</p>
--	--

Check the box for the type of permit being applied for. General requirements are listed below each permit type.

Grading Only

- Scaled Site Plan showing limits of construction, property lines, existing and proposed contours, existing utilities and locations, north arrow and location and name of access road or street)
- Basic information related to Wyoming DEQ SWPPP (storm water pollution prevention plan) and the BMP's (best management practices) proposed for the site, including re-vegetation plan
- Other project specific information as requested from Campbell County Public Works

Rural Local (Subdivision) Roads and/or Drainage Improvements

- Drainage report by Wyoming PE, using Appendix 7 of Campbell County Chapter 6 Subdivision Regulations as an outline
- Road design by Wyoming PE per Campbell County Chapter 6 Subdivision Regulations
- Testing Document that lists materials testing requirements (frequency and tolerances) for the project. Testing requirements may come from current City of Gillette, WYDOT, or Wyoming Public Works specifications, or may be established by the design engineer and approved by Public Works
- Construction drawings and specifications for the project. Drawings to be at a legible scale and shall include plan, profile, and cross section view of the proposed improvements. Existing utilities and property lines shall also be shown. Submit 3 copies
- Basic information related to Wyoming DEQ SWPPP (storm water pollution prevention plan) and the BMP's (best management practices) proposed for the site, including re-vegetation plan
- Other project specific information as requested from Campbell County Public Works

Rural Arterial System (State Highway), Major Collector (Paved County Highways), and Minor Collector (gravel county Highways)

- Road design per Campbell County Road Manual
- Follow all requirements and processes identified in the Campbell County Road Manual
- Other project specific information as requested from Campbell County Public Works

Publicly Owned Public Water System/Community Water System

- Water system design must be completed by a Wyoming PE
- Public Water systems- Design must meet all current Wyoming DEQ Regulations
- Community Water systems- Design must meet all current Wyoming DEQ Regulations except as modified by Campbell County Chapter 4 Rules Regulating Construction
- Engineering design report as described in Wyoming DEQ Chapter 12 Section 6
- Plans and Specifications as described in Wyoming DEQ Chapter 12 Section 7
- Copies of SEO well permit(s) or documentation from water supplier that permits are current
- Testing Document that lists materials (soils, concrete, etc.)/infrastructure (pressure, bacteria, etc.) testing requirements (frequency and tolerances) for the project. Testing requirements may come from current City of Gillette, WYDOT, or Wyoming Public Works specifications, or may be established by the design engineer and approved by Public Works
- Basic information related to Wyoming DEQ SWPPP (storm water pollution prevention plan) and the BMP's (best management practices) proposed for the site, including re-vegetation plan
- Other project specific information as requested from Campbell County Public Works

Publicly Owned Sewage Collection Facility

- Sewage Collection system design must be completed by a Wyoming PE and must meet all current Wyoming DEQ Regulations
- Engineering design report as described in Wyoming DEQ Chapter 11 Section 6
- Plans and Specifications as described in Wyoming DEQ Chapter 11 Section 7
- Testing Document that lists materials (soil compaction, concrete, etc.)/infrastructure (pressure, light, mandrel, etc.) testing requirements (frequency and tolerances). Testing requirements may come from current City of Gillette, WYDOT, or Wyoming Public Works Specifications, or may be derived by the design engineer and approved by Public Works
- Basic information related to Wyoming DEQ SWPPP (storm water pollution prevention plan) and the BMP's (best management practices) proposed for the site, including re-vegetation plan
- Other project specific information as requested from Campbell County Public Works

Project Owner

Name GREEN BRIDGE HOLDINGS

Contact Information
(address, phone numbers, email)

JAMES NAIRNE
GREEN BRIDGE HOLDINGS, INC.
1408 N. RIVERFRONT BLVD. #253
DALLAS, TX 75207
PHONE # 1-214-748-1088; jim@studios1019.com

I am the Owner of this project (if Owner is a corporation or public entity I certify that I have authority to sign for the Owner and submit this application). I authorize the Engineer identified below to act on my behalf during the design and construction of the project and to give and receive correspondence. As Owner I have reviewed the project documents and am familiar with the design. I understand that as the permit applicant, I should remain involved during the permitting and construction process as I am ultimately responsible for the project and meeting any and all requirements of the permit.

Signature  Date 3/6/18
PRESIDENT

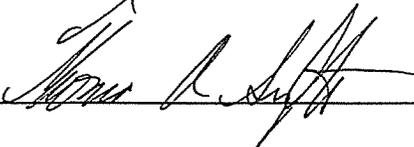
Project Engineer

Name PCA Engineering, Inc.

Contact Information
(address, phone numbers, email, Wyo PE #)

Thomas A. Sylte, P.E. (#8306)
4506 Wigwam Blvd. Gillette, WY 82718
307-687-0600
sylvet@pcaengsur.com

I certify that I am a licensed professional engineer in the state of Wyoming and have prepared these documents according to local and state regulations. I understand that I am responsible for following through with all requirements of this permit.

Signature  Date 3/6/18



Permit to Construct Part 2 of 3: Approval

Project name Fort Union Industrial Park

Permit # 2018-05-03 Date Issued May 3, 2018

This Permit hereby authorizes (Owner name) Green Bridge Holdings

to construct (project description) 5300 Lf roadway

located in (project location) T50N, R71W, section 32,33

according to the procedures and conditions of the permit application and supporting drawings and documents dated (date of application) March 6, 2018

This permit shall be effective for a period of one (1) year from the date of issuance of this permit.

The issuance of this permit provides that Campbell County has evaluated and determined that the application meets minimum applicable construction and design standards. The compliance with construction standards and the operation and maintenance of the facility to meet the applicants engineers design is the responsibility of the applicant, owner or operator.

Nothing in this permit constitutes an endorsement of the construction or the design of the facility described herein. This permit indicates only that standards of design and construction required by the Construction Specifications and Design Standards have been met. The County assumes no liability for, and does not in any way guarantee the performance of, the permittee in the exercise of its activities allowed under this permit. The permittee understands that it is solely responsible to any third parties for any liability arising from construction or operation of the facility described herein.

By the issuance of this permit, Campbell County does not in any way waive its sovereign immunity. The permittee shall allow the authorized representatives from the Department of Environmental Quality, Water Quality Division, and Campbell County, upon the presentation of credentials and during working hours, to have access to inspect the facilities at the above locations for the purpose of compliance with the provisions of this construction permit.

Nothing in this permit shall be construed to preclude the installation or any legal action or relieve the permittee from any responsibilities, liabilities or penalties established pursuant to any applicable State or County law or regulation.

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or Local laws or regulations.

Permit conditions:

- Notifications must be made to Campbell County 48 hours prior to the beginning of construction
- Project schedule and contractor contact name(s) and phone numbers (s) must be provided
- Improvements must be constructed per the approved drawings and specifications. Any variances must be approved by Campbell County Public Works prior to construction of those items
- Construction materials testing is required as described in the approved Testing document. A summary of the testing results must be submitted by Engineer responsible for testing prior to permit closeout
- Project Engineer or his subordinate must be onsite during construction a sufficient amount of time to be thoroughly knowledgeable of the quality and progress of construction and to verify that construction is completed according to the approved drawings and specifications. A construction inspection summary report with photographs must be submitted by the Project Engineer prior to permit closeout
- Record drawings to be provided to Campbell County Public Works on Mylar, and in electronic DXF format, within 30 days of completion of construction and prior to permit closeout

Additional conditions (those that apply will be marked)

- An approved construction signage and traffic control plan will be required that meets current MUTCD standards. For any road closures, appropriate authorities must be notified 48 hours in advance.
- Electrical, plumbing and building permits and subsequent inspections are required per Campbell County Chapter 4 Rules Regulating Construction. Please contact Campbell County Public Works-Building Division for these permits.
- _____
- _____

Authorized by:



Kevin King, P.E. (Delegated Local Official)

The following page(s) contain the backup material for Agenda Item: [10:45 District Support Grant, Little Thunder I&S](#)

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



Department of Public Works - Engineering Division

Kevin C. King, P.E., Director

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

DISTRICT SUPPORT GRANT MEMORANDUM

SECTION 1 - General

FROM: Kevin C. King, P.E., Public Works Executive Director *KCK*
TO: Board of County Commissioners
SUBJECT: District Support Grant Application From: **Little Thunder I&S**
DATE: 6/10/2020

Little Thunder I&S has submitted a District Support Grant application in the amount of \$5,979 for costs associated with the formation of their District

SECTION 2 - Grant Type and Priority **District Formation/Enlargement, Priority 1**

SECTION 3 - Costs and Eligibility **Enlargement Eligible? No**

Total Formation Cost:	\$5,979				
Total Number of District Lots:	193				
Total allowable grant over a 5-yr period:	193	lots	@	\$1,500	\$ 250,000
Total amount of Grants approved over current 5-yr period:					\$ -
Total amount not subject to \$1500/lot limitation					\$ -
Remaining Grant eligibility this current 5-yr period:					\$ 250,000
Current Fiscal Year Awards	\$ -				O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000	O.K.			

SECTION 4 - Compliance

Little Thunder I&S is a newly formed District

SECTION 5 - Analysis **District Formation/Enlargement, Priority 1**

(PR-1) 100%, up to \$4500 max

%	Total	Grant	Item
100	\$ 5,979.00	\$ 4,500.00	\$4500 maximum grant
50	\$ -	\$ -	
33	\$ -	\$ -	
25		\$ -	
Totals	\$ 5,979	\$ 4,500	

SECTION 6 -Bills Received

	Company	Total	Notes:
1	PCA Engineering	\$ 3,500	
2	Stevens, Edwards, Hallock & Caprpenter	\$ 2,479	
	Total Formation Cost	\$ 5,979	

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from Little Thunder I&S Improvement and Service District in an amount not to exceed \$ 4,500 for costs associated with the formation of their District	Funding History	
	5 year	\$0
	10 year	\$0
	Since 2011	\$0

Board Approval? \$ Date Approved

Stevens, Edwards, Hallock & Carpenter, P.C.

Attorneys at Law
511 S. Kendrick Ave. - PO Box 1148
Gillette, WY 82717-1148

(307) 682-1444

Little Thunder Improvement and Service District
c/o Justin Dooley, Arrow Langston, Keith Serkinen
PO Box 1212
Wright, WY 82732-1212

August 27, 2019

Acct# 11661

Professional Services:

	<u>Amount</u>
1/4/2019 PEC Telephone conference with client / Telephone conference with Megan	110.00
1/11/2019 PEC Telephone conference with client and Megan	82.50
1/15/2019 PEC Landowner' Consents 1/15/19-1/22/19	1,000.00
1/18/2019 PEC Prepare Petition to form ISD	550.00
2/11/2019 PEC Telephone conference with proposed ISD board	137.50
5/21/2019 PEC Telephone conference with Adam Shishe with Tall Grass	55.00
6/12/2019 PEC Conference with Kendra	68.75
PEC Prepare Letter to Assessor / Dept. of Revenue	206.25
7/22/2019 PEC E-mail exchange with CC Clerk	68.75
FEES:	<u>\$2,278.75</u>

Acct# 11661

Expenses:

	<u>Amount</u>
6/12/2019 Filing fees ck# 15743	<u>200.00</u>
COSTS:	<u>\$200.00</u>
Current charges:	<u>\$2,478.75</u>
Balance due:	<u><u>\$2,478.75</u></u>

Invoice

PCA Engineering, Inc.
P.O. Box 2185
4506 Wigwam Blvd.
Gillette, WY 82717-2185

Project Manager Sheila Slocum

April 7, 2020
Invoice No: 21924

Arrow Langston
Little Thunder District
Gillette, WY 82716

Project 203872.002 Little Thunder District Map
Professional Services from March 1, 2020 to April 4, 2020

Phase	100	Map & Legals		
Total Fee		3,500.00		
Percent Complete	100.00	Total Earned	3,500.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	3,500.00	
		Total Fee		3,500.00
		Total this Phase		\$3,500.00
		Total this Invoice		\$3,500.00

PAYMENT DUE UPON RECEIPT OF INVOICE



DISTRICT SUPPORT GRANT APPLICATION

District Name: Little Thunder Service District Requested Amount: \$5979

Mailing Address: PO Box 883 Gillette WY 82717

Contact Person: Arrow Langston

Day Time Phone: 307-299-8324

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

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

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

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)
Lawyer + Survey

Total project cost (estimated) (itemize on separate sheet): \$5979

Projected start date: _____ Projected completion date: _____

Briefly describe why the project is needed:

Governing Board members: Arrow Langston, Levi Strahschein, Justin Dooley

Acreage (approximate) of district or proposed district: 10.5 miles of roads

Date of district formation (if applicable) _____

Number of lots: 193

Population of District: _____

Ratio of Developed and undeveloped land: _____

Is area legally platted? yes

District boundary map included? yes

Is District Zoned? yes If so, what is it zoned? residential, commercial, unzone.

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

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision \$ _____

Current Assessed Valuation (County Assessor's Office) \$ _____

Current Indebtedness \$ _____

Current Income statement and balance sheet \$ _____

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)

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

Yes _____ No X

List and describe other potential funding sources:

Other pending applications for funding:

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

Respectfully submitted,

(SEAL)

Know Carpenter
Title: *Little Thunder Grove District Secretary*

Attest:

Secretary

Charity D. Stewart

From: hlcathey@collinscom.net
Sent: Thursday, June 4, 2020 4:53 PM
To: Charity D. Stewart
Cc: Arrow Langston
Subject: FW: Little Thunder Road Service District

Please be cautious.
This email originated from outside the County organization.

Charity,

Here is the list of directors and officers for Little Thunder Improvement & Service District.

*Helennane Cathey
Cathey Consulting, LLC
PO Box 471
400 South Gillette Avenue, Suite 106
(K2 Technologies Building - office entrance is on 4th Street across from Arrow Printing)
Gillette, WY 82717
307-685-8235 (phone)
307-682-1187 (fax)
hlcathey@collinscom.net
www.catheyconsulting.net*

From: arrow langston <langston82732@yahoo.com>
Sent: Thursday, June 4, 2020 4:35 PM
To: hlcathey@collinscom.net
Subject: Little Thunder Road Service District

Hello,
How do I turn this in to Charity at the elections office? Can I just email it to her?

Little Thunder Road Service District
Wright WY

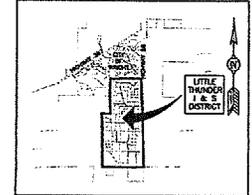
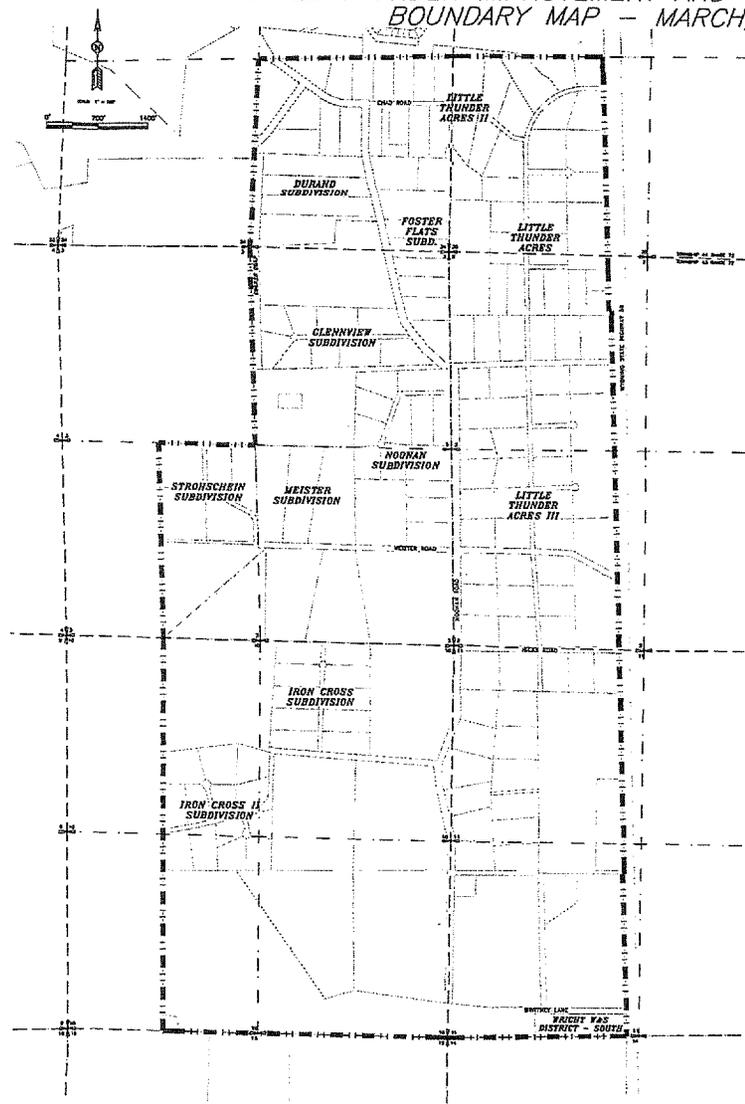
President
Levi Strohschein
PO Box 764
Wright WY 82732
307-660-6004

Vice President
Justin Dooley

PO Box 1212
Wright WY 82732
307-290-0472

Secretary
Arrow Langston
PO Box 724
Wright WY 82732
307-299-8324

LITTLE THUNDER IMPROVEMENT AND SERVICE DISTRICT
BOUNDARY MAP - MARCH, 2020



VICINITY MAP

LEGEND

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

LEGAL DESCRIPTION

THE LITTLE THUNDER IMPROVEMENT AND SERVICE DISTRICT IS LOCATED IN PORTIONS OF SECTIONS 24 AND 35, T44N, R72W AND PORTIONS OF SECTIONS 2, 3, 10 AND 11, T44N, R72W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOWNSHIP 44 NORTH, RANGE 72 WEST

- SE 1/4 OF SECTION 34
- PORTION OF SW 1/4 OF SECTION 35, LYING WESTERLY OF HWY 58 ROW (BOOK 10 PLATS, PAGES 336-350)

TOWNSHIP 43 NORTH, RANGE 72 WEST

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

Prepared for:
LITTLE THUNDER IMPROVEMENT AND SERVICE DISTRICT
P.O. BOX 214
WYCHE, WY 82722
307-630-1024

PCA CIVIL ENGINEERING
SURVEYING
ENGINEERING INC. WATER, TESTING
221 W. 10th St. Cheyenne, WY 82001
307-632-1000
Cheyenne, WY 82001

Project Number: 2019-0001
Date: Mar 31, 2020 - 3:45pm

© 2020 by PCA Engineering, Inc. - Cheyenne, WY
Drawing Number: LTH-20-01
Scale: 1" = 400'

LITTLE THUNDER IMPROVEMENT AND SERVICE DISTRICT

DISTRICT MAP

SHEET 1 OF 1



The following page(s) contain the backup material for Agenda Item: [10:50 Balboa Peaks Software Agreements](#)

*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.



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: Balboa Peaks Software, Professional Service and Non-Disclosure
Agreements

DATE: June 16, 2020

Accompanying this agreement, please find the above referenced agreements. These agreements all pertain to software affiliated with implementation of the Tyler project.

All three agreements have been reviewed by Jenny Staeben and have otherwise gone through the necessary review process and are ready for your consideration for approval.

Should you have questions, please let me know.

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of the date below by and between Campbell County and Balboa Peaks Software, LLC and its affiliates and subsidiaries. Campbell County and Balboa Peaks Software may be referred to herein each as a "Party" and collectively as the "Parties".

The purpose of this Confidentiality Agreement is to set forth the Parties' mutual agreement with respect to confidential information, as further described below. Each Party acknowledges it has received or will receive certain information including, but not limited to, the operations, agreements, business development and promotional programs of the other Party and/or its affiliates and subsidiaries, in connection with negotiating or evaluating a potential transaction or transactions between the Parties.

The Parties further agree as follows:

1. Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" shall mean information, material, or data that is confidential and/or proprietary to the disclosing Party. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature: software (in various stages of development), designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, marketing and development plans, business plans, financial information, customer lists, data and other information that is proprietary to and/or confidential information of either Party.

2. Confidentiality. Except as otherwise required by law, each undersigned Party shall hold and shall cause any and all of such Party's affiliates and subsidiaries, as applicable, to hold in strictest confidence any and all information which is about the business, affairs, or interest of the other Party or such Party's affiliates and subsidiaries or data that is not generally available to the public and which is learned or discovered during the course of negotiating, investigating any potential transactions contemplated or implemented between the parties ("Confidential Information"). Subject to the requirements of applicable law, each Party agrees that such Confidential Information shall not be disclosed to any third person, except the Party's accountants, attorneys, financial advisors and other advisors on a "need to know" basis; provided that such persons agree not to disclose or use such information for any purpose except to evaluate the potential transaction(s) contemplated hereby. In the event negotiations between the Parties are terminated for any reason, or at any time upon the written request of a Party, the other Party shall promptly deliver to it (without retaining copies thereof) any and all Confidential Information obtained from it or its affiliates and subsidiaries and shall immediately discontinue all use of the Confidential Information. If return or destruction is not feasible, the Party retaining the Confidential Information shall continue to extend the protections of this Agreement to such information, and limit further use of such Confidential Information to return or destruction of such Confidential Information. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder.

3. Reproducing Confidential Information. Neither Party shall make any copies of the Confidential Information of the other Party unless the same are previously approved in writing by the other

Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

4. Public Knowledge. Information that was known to the recipient Party before it was disclosed by the disclosing Party is not Confidential Information. Information is considered "known" if the information was obtained legally from a public source with the authority to release such information before the date of disclosure. Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is included in the general disclosures or because individual features or components are now publicly known. Each Party's obligations with respect to the Confidential Information shall terminate when the party seeking to avoid its obligation can document that it was lawfully in the public domain at or subsequent to the time it was communicated to the receiving Party. Confidential Information will not include information which is required to be disclosed pursuant to law, provided the receiving Party uses reasonable efforts to give the disclosing Party reasonable notice of such required disclosure.

5. Evaluation Purposes. Each Party agrees it shall only use the other Party's Confidential Information for the purpose of evaluating the potential transaction(s) or as expressly authorized in writing by the other Party.

6. Ownership. All Confidential Information disclosed by Party shall remain the property of the disclosing Party. Nothing herein shall demand the disclosure of any Confidential Information.

7. Legal Effect. Neither Party shall have any legal obligation of any kind whatsoever to the other by virtue of having executed this Confidentiality Agreement or having disclosed or received Confidential Information hereunder, except for those obligations specifically set forth herein.

8. No License. The act of disclosing does not serve to transfer any right of any kind in or to the Confidential Information from the disclosing Party and all rights are reserved to the discloser. Nothing herein shall be construed as a grant by a Party of any license, directly or by implication, estoppel or otherwise, in any Confidential Information. All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Agreement are at all times the property of the lawful provider of such information.

9. Survivability. The undersigned further agree and acknowledge that each Party's duties with respect to confidentiality and use of the other Party's Confidential Information herein shall survive any termination of negotiations, discussions, or other agreements between or among the Parties. If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in the Agreement.

10. Disputes. Each Party may institute, or cause to be instituted, proceedings to enforce this Confidentiality Agreement. If any legal action or any other proceeding is brought for the enforcement of this Confidentiality Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Confidentiality Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in connection with such action or proceeding and any appeal hereunder, in addition to any other remedies available. This Agreement shall be construed,

interpreted, and applied in accordance with the laws of the State of Wyoming (excluding its body of law controlling conflicts of law). Venue for any suit shall be in Sixth Judicial District, Campbell County, Wyoming.

11. Injunction Relief. Each Party acknowledges that all of the disclosing Party's Confidential Information is owned solely by the disclosing Party (or its licensees) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury. Accordingly, each Party agrees that the disclosing Party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

12. Counterparts. This Confidentiality Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same agreement. An executed facsimile shall be deemed an executed original for purposes of executing this Confidentiality Agreement.

13. No Exclusivity. Nothing in the Agreement shall be construed to prohibit either Party from dealing with any other person, firm, or other entity regarding the distribution, purchase or use of any product or service or for any other reason.

14. No Publicity. Each Party agrees that it will not, without the prior express written consent of the other, issue any press release or announcement or otherwise disclose the existence or nature of this Agreement and/or proposed business arrangement.

15. No Assignment. This Agreement may not be assigned by either Party without the express written consent of the other Party.

16. No Warranties. The disclosing Party is not making any representations or warranties about Confidential Information. All Confidential Information is provided on an "as is" basis.

17. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

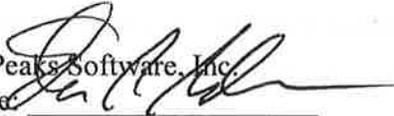
18. Term and Duration. This Agreement will terminate two (2) years from the Effective Date (the date of the signature last affixed to this page). All obligations hereunder shall continue for five (5) years from the date of disclosure.

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

20. Governmental Indemnification. Balboa Peaks Software, LLC shall indemnify, defend, and hold harmless Campbell County and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Balboa Peaks Software, LLC failure to perform any of Balboa Peaks Software, LLC duties and obligations hereunder or in connection with the negligent performance of Balboa Peaks Software, LLC duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Balboa Peaks Software, LLC actions.

21. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

By executing this Confidentiality Agreement where indicated below, the undersigned parties to this Agreement, 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.

Balboa Peaks Software, Inc.
Signature: 
Name: Edward R. Malley
Title: CEO
Date: 5-27-2020

Campbell County
Signature: _____
Name: DG Reardon
Position Title: Chairman of the Board of Commissioners
Date: _____

Campbell County
Signature: _____
Name: _____
Position Title: _____
Date: _____

Balboa Peaks Software, LLC Software License Agreement

INTRODUCTION

This agreement is between Balboa Peaks Software, LLC, whose address is 165 Beaver Drive, P.O. Box 255, Granby Colorado, 80446-0255 (herein "BALBOA PEAKS") and Campbell County, whose address is 500 South Gillette Avenue, Suite B700, Gillette, Wyoming 82716 (herein "LICENSEE").

SOFTWARE

For the purpose of this Agreement, the computer software products and supporting documentation designated as the BPEXport Utility will be referred to as "THE SOFTWARE." The specifications for THE SOFTWARE are implicit in the software documentation entitled "BPEXport Utility for IBM i Reference Manual."

LICENSE

BALBOA PEAKS grants LICENSEE a license to use THE SOFTWARE on the IBM AS/400 computer identified in the paragraph titled SITES for the period specified in the paragraph titled LICENSE TERM. BALBOA PEAKS agree to maintain THE SOFTWARE under the terms and conditions specified in the paragraph titled MAINTENANCE.

This Agreement does not transfer ownership of THE SOFTWARE from BALBOA PEAKS to LICENSEE, and all copyrights, ownership, and rights to THE SOFTWARE remain the exclusive property of BALBOA PEAKS.

LICENSE TERM

The effective date of this Agreement is the date of the signature last affixed to this Agreement. The License Term is perpetual.

MAINTENANCE

BALBOA PEAKS will provide software maintenance; if purchased by LICENSEE to support purchased software. Software may be renewable annually at the discretion of the LICENSEE. Upon receipt of invoice from BALBOA PEAKS, payment will be made within 45-days; pursuant to Wyoming Statute § 16-6-602.

LICENSEE may elect not to renew maintenance for THE SOFTWARE by not paying the fee or upon written notice; in either case BALBOA PEAKS will then no longer be responsible for providing maintenance.

Maintenance shall be:

- * All corrections and enhancements to THE SOFTWARE issued during the maintenance period.
- * Documentation as to the existence of known software failures and errors in the manual(s) for THE SOFTWARE.
- * Operational procedures to avoid and/or compensate for the known software failures.
- * Limited communications for the purpose of reporting software failures that have not been previously reported to LICENSEE.

- * Limited communications for the purpose of consultation on operational aspects of THE SOFTWARE. Any other types of maintenance are not included as part of the maintenance for THE SOFTWARE.
- * BALBOA PEAKS shall support and maintain THE SOFTWARE by providing an 8-hour window response time via telephone between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, Mountain Standard Time (MST) to answer technical questions, and to receive and resolve technical problem reports from the technical coordinators of LICENSEE. During initial installation and/or upon Customer's written request, Balboa will provide extended service hours beyond the normal hours of service at the prevailing surcharge rates.

PROPRIETARY RIGHTS AND COPYRIGHTS

All materials and media provided by BALBOA PEAKS to LICENSEE are proprietary of BALBOA PEAKS and are protected by copyright. LICENSEE shall take care to see that only archival and backup copies of these materials and media are made and that such copies are for the exclusive use of LICENSEE and for only the computers specified in the paragraph titled SITES.

BALBOA PEAKS represents that all goods, whether produced or manufactured by BALBOA PEAKS or others, and LICENSEE's use thereof, will not infringe any patent, trademark or copyright. BALBOA PEAKS shall indemnify and hold LICENSEE free and harmless from and against all claims, damages, costs and liabilities, including legal expenses, arising out of any such infringement or claim for infringement. BALBOA PEAKS shall be solely responsible for the defense of such action but shall notify LICENSEE of the status and progress of such action. If any claim is successfully made by a third person that the software program or materials infringe patents, copyrights or trademarks, BALBOA PEAKS shall at its sole expense procure for LICENSEE the right to continue using the infringed product or to replace or modify therein so they become non-infringing.

All documents, reports, records, field notes, materials, and data of any kind provided by the LICENSEE in performance of this Agreement or use and/or maintenance of the software are at all times the property of the LICENSEE.

WARRANTIES, DISCLAIMERS, AND LIABILITY FOR DAMAGES

BALBOA PEAKS warrants that it has used its best effort and skill in the development of THE SOFTWARE, that THE SOFTWARE is reliable, that THE SOFTWARE will perform the tasks described in the product manual and that the information supplied about THE SOFTWARE is accurate. However, BALBOA PEAKS' LIABILITY FOR DAMAGES CAUSED FROM THE USE OF THE SOFTWARE SHALL NOT EXCEED THE TOTAL MONIES LICENSEE HAS PAID BALBOA PEAKS. BALBOA PEAKS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES WHATSOEVER.

BALBOA PEAKS shall indemnify, defend, and hold harmless the LICENSEE and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of BALBOA PEAKS failure to perform any of BALBOA PEAKS duties and obligations hereunder or in connection with the negligent performance of BALBOA PEAKS duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of BALBOA PEAKS actions. The LICENSEE does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available pursuant to Wyoming Statutes §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

MISCELLANEOUS PROVISIONS

This Agreement contains the total agreement between the two parties and supersedes any other agreements, written or oral, expressed or implied.

The laws of the State of Wyoming, United States of America, shall except for copyright issues, govern this Agreement. In the event there is a dispute concerning the subject matter of this Agreement, the proper venue shall be the Sixth Judicial District, County of Campbell, State of Wyoming, United States of America.

If any part of this Agreement is held void for any reason, the balance of the Agreement shall continue to be valid and binding.

Should both parties so desire they may sign new agreements and/or amend this Agreement and its attachments.

SITES

LICENSEE may use THE SOFTWARE on the following computers:

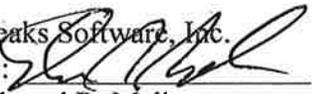
- (1) **IBM AS/400 Model 41A** Feature Code: EP10 S/N 7817C20

Contract licenses one BP Export under this agreement.

The parties to this Agreement, 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 and upon receipt of payment to BALBOA PEAKS.

AUTHORIZED SIGNATURES:

Balboa Peaks Software, Inc.
Signature: 
Name: Edward R. Malley
Position Title: CEO
Date: 5-27-2020

Campbell County
Signature: _____
Name: DG Reardon
Position Title: Chairman of the Board of Commissioners
Date: _____

Campbell County
Signature: _____
Name: _____
Position Title: _____
Date: _____



Balboa Peaks Software, LLC
165 Beaver Drive
P.O. Box 255
Granby CO, 80446-0255
(970) 531-7488

Agreement No.: _____
Effective Date of Agreement: _____

Professional Services Agreement

This document is Professional Services Agreement (herein "Agreement") entered into by and between Balboa Peaks Software, LLC, whose address is 165 Beaver Drive, P.O. Box 255, Granby Colorado, 80446-0255 (herein "Balboa Peaks") and Campbell County, whose address is 500 South Gillette Avenue, Suite B700, Gillette, Wyoming 82716 (herein "Customer").

The following terms and conditions shall govern the professional agreement to be provided by Balboa Peaks to Customer as defined in a mutually agreed upon Statement of Work (herein "SOW").

1. Services and Deliverables

- A. The professional services and deliverables to be performed or delivered by Balboa Peaks under this Schedule may include, but are not limited to: consulting, special studies, installation evaluations, tools/utilities components, programming and documentation, application design and development, systems analysis, design and integration, conversions and implementation planning (collectively referred to as the "Services").
- B. During the term of this Agreement, the Customer may submit orders to Balboa Peaks. Upon acceptance by Balboa Peaks, each order shall become part of and be subject to the terms and conditions of this Agreement.
- C. For each order issued and accepted by Balboa Peaks, the parties shall mutually agree to and attach a SOW with a written estimate of the tasks, deliverables, acceptance of deliverables, schedule for performance and cost for providing the requested Services. It is understood that the SOW may be amended by mutual written agreement. If there is any conflict of terms between this Agreement and the SOW, then the SOW shall supersede.
- D. Hours of Service: Additional services will be provided during Balboa Peaks' normal working hours 8:00 AM to 5:00 PM Monday through Friday excluding Balboa Peaks holidays. During initial installation and/or upon Customer's written request, Balboa will provide extended service hours beyond the normal hours of service at the prevailing surcharge rates.
- E. Customer shall furnish Balboa Peaks, at Customer's expense, all technical data and information as maybe determined by Balboa Peaks to be necessary to furnish the Services in the SOW. Customer shall grant Balboa Peaks access to the Customer's Balboa Peaks System and any related system at such times and so configured as may be required for the adequate delivery of the Services.
- F. Balboa Peaks tools/utilities components (herein "Components") are developed by Balboa Peaks to enhance the functionality of Balboa Peaks Software for the applicable customer solution. The description of the Components and the associated fees shall be described and priced within the applicable SOW. The rights to use these Components are granted in accordance with Section 7 hereunder. In addition, continuing support for the specified Components may be ordered under Balboa Peaks' Software Support Agreement.
- G. Balboa Peaks shall use reasonable effort to deliver the Services to be provided hereunder, but Balboa Peaks will not be responsible for any delays resulting from circumstances beyond its control including without limitation, changes to the SOW by Customer

2. Term

This Agreement shall become effective on the date when both parties have executed it and shall remain in force until terminated with thirty (30) days prior written notice from either party. Completion of any ordered Services or the absence of orders for additional Services shall not terminate this Agreement, it being the intent of the parties to keep this Agreement in effect in the event of future orders for Services.

3. Service Fees

- A. The Customer agrees to pay for all Services delivered by Balboa Peaks, including reasonable travel, subsistence, and lodging in accordance with Balboa Peaks' established rates and minimums in effect when the Services are

rendered (herein "Service Fees"). Additionally, the Customer agrees to reimburse Balboa Peaks for any special or unusual expenses incurred at the Customer's specific request.

- B. Customer will be invoiced in accordance with the payment schedule in the SOW attached to each order. All invoices are due and payable within 45 days of receipt: in accordance with Wyoming Statute § 16-6-602.

4. Change Orders

- A. In the event that either party desires to change the scope of the Services for any reason which is not within the scope of the applicable SOW, such party (referred to for convenience as the "requesting party") shall submit to the other party (referred to for convenience as the "receiving party") a written request for a change to the scope of the Services (a "Change Order"). Each Change Order shall set forth in reasonable detail the nature of the change in the Services being requested, the recommended increase in personnel or other resources, if any, and any impact of the Change Order will have on the SOW schedule or cost, once the Change Order is implemented. The receiving party will use commercially reasonable efforts to review and respond to the Change Order within thirty (30) business days after receipt of the Change Order. The receiving party may approve, propose modifications to or disapprove the requested Change Order. If the receiving party disapproves the requested Change Order, the receiving party shall provide to the requesting party in writing, within the ten (10) day response period, the reasons for denying the requested Change Order. In the event the parties fail to agree on a specific Change Order, Balboa Peaks shall continue to provide the Services at the service level provided prior to the requested Change Order provided that the SOW is met. Balboa Peaks shall have the right to allocate its resources to the extent necessary to achieve such mutually agreed to service levels.
- B. A stop work notice or a request for suspension of performance by the Customer shall be considered a change order under this Section. Any resumption of the Services shall require a mutual review and written acceptance of the applicable SOW and any changes or amendments thereto.
- C. **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.

5. Change Control and Supervision

- A. All changes must be documented in writing and signed by the requesting party. The assigned Professional Services Project Manager will analyze these requests and generate an initial assessment as to the impact on the SOW's cost and/or schedule within five business days.
 - (i) Changes that **do not** affect the cost and/or schedule of the Services will be handled within the SOW. The Project Manager may take three actions: authorize the proposed change, deny the proposed change, or request additional information.
 - (ii) Changes that affect cost and/or schedule of the Services will be reported to the Customer, with the applicable pricing and schedule impact of the requested change to the SOW; and be subject to the Customers acceptance.
- B. While present on the Customer's premises and performing Services under this Agreement, Balboa Peaks and its Consultant(s) shall conform to Customer's published policies and procedures and shall abide by Customer's directions which are consistent with the Statement(s) of Work.
- C. It is the express intention of the parties that Balboa Peaks and/or the Balboa Peaks Consultant is an independent contractor and not an employee, agent or partner of Customer. Nothing in this Agreement shall be interpreted as creating the relationship of employer and employee between the Balboa Peaks Consultant and Customer.

Should a Balboa Peaks Consultant be unable to perform the Services under any applicable SOW attached to this Agreement because of illness, resignation or other causes beyond Balboa Peaks' control, Balboa Peaks will attempt to replace such Consultant within a reasonable time, but Balboa Peaks shall not be liable for failure to replace such Consultant within the SOW. If a replacement consultant is not made available within a commercially reasonable amount of time, the Customer may, by written instrument, terminate the SOW agreement at no additional cost to the Customer.

6. Non-Disclosure

- A. In order to perform the Services under this Agreement, Customer may, from time to time, disclose to Balboa Peaks certain Information respecting Customer's technical, financial, statistical and personnel data, (herein "Information"). Any such Information which is submitted to Balboa Peaks by the Customer and which is clearly and conspicuously

marked as confidential shall be protected by Balboa Peaks against unauthorized disclosure by using the same degree of care and discretion that Balboa Peaks uses with similar Information which Balboa Peaks does not want disclosed to third parties. However, Balboa Peaks shall not be required to protect Information which (i) is or becomes publicly available through no fault of Balboa, (ii) is already in Balboa Peaks' possession prior to disclosure from the Customer, (iii) is independently developed by Balboa Peaks outside the scope of this Agreement, or (iv) is lawfully obtained from third parties. Balboa Peaks' obligations of confidentiality under this Section 6 shall continue despite return to Customer of such Information.

- B. Balboa Peaks shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Services provided under this Agreement.

7. Rights in Data

Title to and ownership of all written material, including without limitation all Services delivered to Customer under this Agreement, including but not limited to software, magnetic and optical disks, tapes, listings and other software documentation (collectively referred to as "Data") first developed or created by Balboa Peaks under this Agreement and all proprietary rights therein shall at all times remain with Balboa Peaks; however, Balboa Peaks, subject to the payment by Customer of all charges related to the Services, grants to Customer a single instance, non-exclusive, non-transferable license to use Components and Data furnished to Customer by Balboa Peaks under this Agreement. All other Software and related Documentation furnished hereunder shall be subject to Balboa Peaks' Software License Agreement. Except and to the extent expressly provided in this Paragraph, no license or other right is hereby transferred or granted to Customer, including any license by implication, estoppel or otherwise, under any patent, trade secret, trademark or copyright.

8. Consultant(s)

- A. Balboa Peaks shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Customer for any purpose. Balboa Peaks shall assume sole responsibility for any debts or liabilities that may be incurred by Balboa Peaks 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 Balboa Peaks or its agents, consultants, and/or employees to act as an agent or representative for or on behalf of the Customer or to incur any obligation of any kind on the behalf of the Customer; other than the obligations set out in this Agreement. Balboa Peaks agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to Customer employees will inure to the benefit of Balboa Peaks or Balboa Peaks' agents, consultants, and/or employees as a result of this Agreement.
- B. The parties recognize that the Balboa Peaks Consultant(s) provided under this Agreement may perform similar Services from time to time for others. Accordingly, this Agreement shall not prevent Balboa Peaks from performing such similar Services or restrict Balboa Peaks' use of the same Consultant(s) provided under this Agreement. Balboa Peaks will make every effort consistent with sound business practices to honor the specific request of the Customer with regard to the assignment of its Consultant(s); however, Balboa Peaks reserves the sole right to determine each assignment of Balboa Peaks Consultant(s) under this Agreement.
- C. Customer and Balboa Peaks acknowledge and agree that the Balboa Peaks Consultant(s) provided under this Agreement are highly important to the success of Balboa Peaks in fulfilling the intent of this Agreement. Accordingly, Customer hereby covenants and agrees that they will not, either directly or indirectly, solicit, divert or hire, or attempt to solicit, divert or hire any Balboa Peaks Consultant(s) engaged in providing the Services under this Agreement for a period of twelve (12) months after completion of the Services.
- D. The parties understand that Consultants provided by Balboa Peaks for the performance of this Agreement are trained and provided with specific knowledge to deliver Balboa Peaks Services. Customer recognizes that the loss of such knowledgeable and trained Consultants would constitute damages to Balboa Peaks that is difficult to quantify. Therefore, the parties agree that in the event of any breach of Paragraph 8(B), Customer shall pay to Balboa Peaks, fifty percent (50%) of the Consultant's current annualized gross salary as liquidated damages. For the purposes of this section the term "Consultant" shall mean and include Balboa Peaks employees or sub-contractors involved in the performance of Services hereunder.

9. Governmental Indemnification

Balboa Peaks shall indemnify, defend, and hold harmless the County and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Balboa Peaks failure to perform any of Balboa Peaks duties and obligations hereunder or in connection with the negligent performance of Balboa Peaks' duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Balboa Peaks' actions.

10. Governmental Immunity

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

11. Disclaimer of Warranty

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT, WITH RESPECT TO THE SERVICES OR DATA FURNISHED UNDER THIS AGREEMENT. BALBOA PEAKS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BALBOA PEAKS DOES NOT WARRANT THE RESULT OF ANY SERVICES OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS.

12. Termination

Balboa Peaks shall have the right to terminate this Agreement upon the occurrence of any of the following events (a) Customer fails to perform or observe any of its obligations to Balboa Peaks under this Agreement, including but not limited to, the timely payment of any sums due Balboa Peaks, as stated in Section 3B Service Fees above, (b) Customer admits in writing its inability to pay its debts generally as they become due, or executes an assignment or similar document for the benefit of creditors, (c) the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, (d) there is an assignment of this Agreement without the prior written consent of Balboa Peaks; and (e) such event(s) is not remedied or cured to the reasonable satisfaction of Balboa Peaks within thirty (30) days after Balboa Peaks has sent written notice to Customer. Termination shall not be Balboa Peaks' exclusive remedy and no such termination shall adversely affect any claim, right or action which Balboa Peaks may have for damages or otherwise against Customer regarding any failure of Customer to perform or observe its obligations to Balboa Peaks. Customer may terminate this agreement without cause upon 30 days written notice of termination.

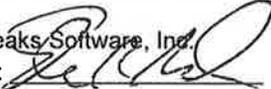
13. Jurisdiction/Venue

The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that the County does not waive governmental immunity by entering into this Agreement and specifically retain governmental immunity and all defenses available pursuant to Wyoming Statutes § 1-39-101 through §1-39-121 and all other applicable law.

14. Signatures

The parties to this Agreement, 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.

Balboa Peaks Software, Inc.
Signature: 
Name: Edward R. Malley
Position Title: CEO
Date: 8-27-2020

Campbell County
Signature: _____
Name: DG Reardon
Position Title: Chairman of the Board of Commissioners
Date: _____

Campbell County
Signature: _____
Name: _____
Position Title: _____
Date: _____

The following page(s) contain the backup material for Agenda Item: [10:55 Consulting Services Agreement, Waypoints Wyoming LLC](#)

*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.



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500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
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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: Professional Consulting Services Agreement

DATE: June 16, 2020

Accompanying this memo is a Professional Consulting Services Agreement between Campbell County and Jim Ford as the primary for Waypoints Wyoming, LLC.

This agreement alters the current agreement by changing the payment provision from a \$10,000 base monthly retainer plus \$110 per hour for additional work to straight hourly work at the rate of \$110 per hour removing the \$10,000 monthly retainer. In addition, the current agreement provides for up to 130 hours per month with anything over requiring the written approval of the county. The new agreement provides for 50 hours per month with approval for work exceeding the 50 hours in a month.

The effective date of the proposed agreement is July 1, 2020 which is the new budget year. The new agreement is designed to have better control over county consulting costs which was direction received for the new fiscal year for which all departments have been asked to control costs due to lower revenue projections.

Should you have questions or if I can further assist, please feel free to contact me.

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") for professional consulting services is made and effective July 1, 2020 ("Effective Date"), between **Campbell County, Wyoming** ("County"), by and through its Board of County Commissioners, whose address is 500 S. Gillette Avenue, Suite 1100, Gillette, Wyoming 82716, and **Waypoints Wyoming, LLC** ("Consultant"), whose address is P.O. Box 2023, Gillette, Wyoming 82717.

Recitals

WHEREAS, County is the producer of nearly 40% of all coal used for electrical generation in the U.S. and the largest producer of petroleum in the State of Wyoming; and

WHEREAS, over 90% of County's property taxes are currently paid by the mineral extraction industries, including coal, oil, gas, and uranium; and

WHEREAS, it is estimated that one-in-ten Campbell County employed persons are directly employed within the coal mining industry, while coal production within Campbell County continues to decline, down 32% from its highest production in 2008; and

WHEREAS, County desires to develop within Campbell County advanced uses for coal, oil, and gas and pursue options for value-added natural resources including refining and other enhancement(s) that will increase the value of fossil fuels produced within Campbell County and provide additional opportunities for the marketing and sale of these products; and

WHEREAS, County believes in free-market principles and development of facilities and products by businesses and individuals and does not intend to compete, but believes that Campbell County is the natural destination for research, development, manufacturing, and production of value-added natural resource products and research into advanced power generation and carbon capture utilization and sequestration (CCUS) and wants to increase Campbell County's competitiveness in this global market; and

WHEREAS, County desires to develop relationships and partnerships with the University of Wyoming (and its College of Engineering and Applied Sciences and School of Energy Resources); the U.S. Department of Energy (DOE); researchers and specialists from around the world; businesses and developers of advanced technology and refiners and manufacturers of coal, oil, and gas; and investors, venture capital, and private equity; and

WHEREAS, Consultant is engaged in the business of providing certain professional services to its customers in order to meet their specific needs, and the County would like to utilize the Consultant to perform services and work in pursuit of the above-stated goals of County; and

WHEREAS, Consultant is prepared to furnish such services for County pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual representations contained herein the parties hereby agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to perform certain professional services (hereinafter "Services"), as well as any incidental services relating thereto that are necessary for completion of the Services, in accordance with written communications issued by County from time to time during the term of this Agreement. These Services are to help the County achieve its goals as provided within the Recitals of this Agreement and may include, but are not limited to:

- Advise County on matters of energy and industry as they pertain to sustaining and improving the policies, rules, regulations, statutes, and regulatory frameworks governing exploration, production, and value-added improvements to the County's natural resources.
- Providing testimony, public affairs, and government lobbying services as requested in response to state and federal policies, rules, regulations, grants, and legislative issues.
- Provide counsel upon and help to implement grassroots advocacy strategies to further the goals of County as provided in the Recitals of this Agreement.

- Assist with the facilitation and development of relationships and meet with relevant representatives of federal agencies, researchers, research institutions, businesses, investors, and others in the furtherance of the Goals of County as provided in the Recitals of this Agreement.
- Represent the County's interests in relationships with industry, trade groups, regulatory agencies, legislative bodies, and other county, state, and federal agencies on matters of energy and industry
- Provide consulting and advisory services specific to enhancing the regulatory and business environment in Campbell County for groups participating in production and value-added refining, processing, and manufacturing of natural resources.

All work performed under this Agreement and all Services of Consultant shall be accomplished in accordance with any applicable rules, regulations, laws, administrative directives or orders. Consultant shall perform all services in a professional and ethical manner, always keeping in mind that Consultant is representing Campbell County government and its Board of Commissioners and consultant shall not act in any manner which would cause disparagement to County.

Consultant is responsible for complying with any applicable licensing, registration, or reporting requirements, including those related to lobbying.

Carol Seeger, Commissioners' Administrative Director, or her future replacement or designee shall be the primary point of contact for Consultant on behalf of County in Consultant's performance under this Agreement.

2. TERM AND TERMINATION.

2.1 The term of this Agreement will begin with the Effective Date and terminate on June 30, 2021, unless earlier terminated as provided in Section 2.2 below. At the end of this term, the Agreement will renew under the existing terms of this Agreement for successive one (1) year periods of time (the "Renewal Term") unless either party gives the other party notice of its intent not to renew at least 30 days prior to the end of the current term.

2.2 County may, with or without cause and for its convenience, terminate this Agreement in its entirety immediately upon written notice of 60 days to Consultant at the address set forth above or as may be amended.

2.3 Upon termination as set forth above, County shall pay Consultant for Services completed up through the date of termination. In the event the Services provided by Consultant are found to be unacceptable, then County will have no obligation to compensate Consultant for the unacceptable portion of such Services.

3. INVOICING & PAYMENT.

3.1 County shall pay Consultant at an hourly rate of \$110 per hour (the "Hourly Rate") for the Services to be performed under the terms of this Agreement. Consultant shall not exceed 50 hours of work per month without the express written consent of County.

3.2 Consultant shall provide a monthly invoice detailing the specific work performed and time devoted to each identified task.

3.3 Travel exceeding 300 miles per month, hotel, meal, and airline fees incurred by Consultant in performing Services under this Agreement directly on behalf of County shall be reimbursed at rates established in accordance with the adopted policies of County for its employees.

3.4 Consultant shall invoice County monthly by the 10th day of each month with an itemized accounting of work performed and expenses, if any, incurred. County shall remit payment to Consultant within forty-five (45) days of receipt of the invoice for all approved costs and expenses.

3.5 In the event that the County disputes an invoice or amount within an invoice or work completed for which an invoice is delivered, the County shall notify Consultant in writing within thirty (30) days and may withhold payment of any disputed portion of the invoice until Consultant and County have resolved such dispute.

4. TIME. Time is of the essence of this Agreement. Consultant agrees to complete the Services in accordance with the schedule established in consultation with County.

5. INDEMNITY. To the fullest extent permitted by law, Consultant and County will indemnify, defend and hold harmless the other, and Consultant shall indemnify, defend and hold harmless the County from and against any and all claims, actions, suits, proceedings, costs, expenses (including reasonable attorneys' fees), damages, and all other liabilities arising out of or in connection with (a) the negligent acts or omissions of Consultant in the performance of Services and obligations under this Agreement; or (b) the failure of Consultant to comply with its obligations and responsibilities hereunder; or (c) any misrepresentation by Consultant herein. The obligations and duties contained in this Section will survive completion of Services and/or termination of this Agreement.

6. INSURANCE. Consultant will procure and maintain, at its sole expense, during the life of this Agreement, the following insurance coverages to protect the Indemnified Parties against liability related in any way to Consultant's performance hereunder:

- (a) Commercial General Liability insurance coverage limits of not less than \$1,000,000 per occurrence and in the aggregate, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract);
- (b) Commercial Auto Liability insurance coverage limits of not less than \$250,000 single occurrence and \$500,000 combined aggregated limit for bodily injury and \$100,000 for property damage, extending to all owned, hired, and non-owned vehicles;

Immediately upon signing this Agreement and prior to performing any Services hereunder, Consultant shall provide County with acceptable certificates of insurance evidencing that the insurance required herein has been obtained and limits of insurance are in full force during the term of this Agreement. The certificates of insurance must show a thirty (30) day notice prior to cancellation, termination or material alteration of said policies and name the Indemnified Parties as additional insureds on all policies.

Consultant shall require its insurance carriers to waive rights of subrogation against County. All Consultant insurance shall be primary with respect to the interest of the County, and any other insurance maintained by any of them is excess and not contributory with the insurance required of Consultant. Upon request of County, Consultant will provide copies of any and all insurance policies.

7. INDEPENDENT CONTRACTOR STATUS. Consultant expressly represents and warrants to County that it is not and the parties agree that it will not be construed to be an employee or agent of the County and that its status is that of independent contractor solely responsible for its acts or omissions. The conduct and control of the Services will lie solely with Consultant. As an independent contractor, Consultant is not authorized to enter into contracts or agreements or otherwise create obligations to third parties on behalf of the County. In performing the Services under this Agreement, Consultant will be and remain an independent contractor with the sole responsibility to pay any state, federal, or local income tax and no county benefits other than the compensation set forth in this Agreement will be offered or available to Consultant. Consultant will not hold itself out as an agent of County except as otherwise specifically directed by County. Consultant will be responsible for all compensation of any and all personnel expenses except as specifically provided for under this Agreement.

8. NONDISCLOSURE AND OWNERSHIP OF WORK. Consultant acknowledges and agrees that all information provided to it by County and obtained by Consultant in connection with the rendering of Services under this Agreement shall be deemed confidential and proprietary information of County. Consultant shall not disclose such information obtained or created by Consultant except in the performance of its duties under this Agreement. All files, documents, reports, and data prepared by Consultant in performing Services for the County under this Agreement shall become the property of County.

8.1. No License. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

9. PROPERTY & INFRINGEMENT. Consultant hereby agrees to assign, transfer and convey to County, all of Consultant's right, title and interest in and to any and all work product(s) created (individually or with others) pursuant to this Agreement. Further, Consultant warrants that the Services performed and the work product provided hereunder will not violate, restrict, or conflict with any existing legal obligation, or infringe upon the legal rights of third parties, including, but not limited to, property, contractual, employment, trademark, trade secrets, copyright, patent, proprietary information and non-disclosure rights.

10. NO PUBLICITY. Consultant will not, without the prior written consent of County, make any news release, public announcement, denial or confirmation of this Agreement, its value, or its terms and conditions, or in any other manner advertise or publish this Agreement, its value, or its terms and conditions. Nothing in this Agreement is intended to imply that County will agree to any publicity whatsoever, and County may, in its sole discretion, withhold its consent to any publicity.

11. NOTICES. Notices required to be given under this Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested, to the respective party at the address above, or to such other address as may be provided by amendment to this Agreement.

12. CONFLICT OF INTEREST. Consultant understands it owes a professional responsibility to County and that it presently has no interest nor will it acquire any direct or indirect interest that would conflict with its performance under this Agreement. Consultant shall disclose other clients for whom Consultant performs work.

13. MISCELLANEOUS.

13.1 GOVERNING LAW AND PERFORMABILITY. The laws of the State of Wyoming will govern the interpretation, validity and construction of this Agreement, excluding conflict of law provisions, with venue vested in the Sixth Judicial District, Campbell County, Wyoming. The provisions of this Agreement are severable and if any of these provisions shall be held by any court of competent jurisdiction to be unenforceable, such holding shall not affect or impair any other provision hereof.

13.2 DISPUTE RESOLUTION. In the event of a dispute, the parties will use their best efforts to resolve the dispute amicably within thirty (30) days. Thereafter, either party shall have the right, but shall not have the duty or obligation, to refer the matter to a court of competent jurisdiction in Campbell County, Wyoming, for final and binding resolution.

13.3 SUBCONTRACTING; ASSIGNMENT. Consultant will not subcontract any portion of the Services without the prior written approval of County, which will not be unreasonably withheld, and will remain fully liable to County for (a) the portion of the Services performed by its approved subcontractors, and (b) the acts and omissions of its approved subcontractors. Neither this Agreement or the rights and obligations thereunder, may be delegated, transferred, or assigned, in whole or in part, by Consultant without the prior written consent of County.

13.4 BINDING EFFECT. This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and will not be construed to confer upon or to give any person other than the parties any rights or remedies.

13.5 WAIVER. The waiver by County of a breach of a provision of this Agreement by Consultant will not operate or be construed as a waiver of any subsequent breach by Consultant.

13.6 ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements of the parties. There are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement. This Agreement may not be amended, waived, changed, modified or discharged except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written. The parties are known to one another and have the authority to sign this Agreement as indicated by the by-laws of their respective business organizations. Each party fully understands the agreement.

County:

Campbell County, Wyoming

By: _____
D.G. Reardon

Its: Chairman, Board of County Commissioners

Consultant:

Waypoints Wyoming, LLC

By: _____
Jim Ford

Its: Managing Member

Attest:

Susan F. Saunders, Campbell County Clerk

STATE OF WYOMING }
 } ss.
County of Campbell }

This instrument was acknowledged before me this ____ day of _____, 2020, by Jim Ford as the managing member of Waypoints Wyoming, LLC.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

The following page(s) contain the backup material for Agenda Item: [11:00 Resolution for Special Prosecution](#)

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

Resolution # _____ ,
RESOLUTION FOR SPECIAL PROSECUTION

WHEREAS, the Campbell County and Prosecuting Attorney has entered into an agreement with the Leigh Anne Manlove, Laramie County District Attorney, in and for Laramie County, Wyoming, or other designee of the Laramie County District Attorney's Office, to represent Campbell County and to make, in their sole discretion, a proper disposition of all potential criminal matters involving the State of Wyoming vs. Jackson C. Simons, Criminal Case #9215, which the Campbell County Attorney's Office has a conflict of interest;

WHEREAS, Leigh Anne Manlove or other designee of the Laramie County District Attorney's Office will provide their services free of charge to Campbell County, however the Campbell County Attorney's Office shall reimburse for all costs and expenses.

WHEREAS, Wyoming Statute §18-3-302 authorizes said action and it benefits Campbell County.

THEREFORE, be it resolved that Leigh Anne Manlove or other designee of the Laramie County District Attorney's Office be authorized to act as a Special Deputy County Attorney to make proper disposition of all potential criminal matters involving the State of Wyoming vs. Jackson C. Simons, Criminal Case #9215, as set forth above on behalf of Campbell County, Wyoming

DATED this _____ day of June, 2020.

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

DG Reardon, Chairman

Rusty Bell, Commissioner

Bob Maul, Commissioner

Del Shelstad, Commissioner

ATTEST: _____
Susan Saunders, Campbell County Clerk

STATE OF WYOMING

COUNTY OF CAMPBELL

**APPOINTMENT OF SPECIAL DEPUTY
CAMPBELL COUNTY AND PROSECUTING ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENT:

That I, Ronald E. Wirthwein, Jr., County and Prosecuting Attorney in and for Campbell County, State of Wyoming, pursuant to the authority granted me by the Board of Commissioners of Campbell County by Resolution No. _____, dated the _____ day of June, 2020, does hereby appoint Leigh Anne Manove, Laramie County District Attorney or other designee of the Laramie County District Attorney's Office as Special Deputy County Attorney, in and for Campbell County, Wyoming, to proceed to make, in their sole discretion, a proper disposition of all potential criminal matters involving the State of Wyoming vs. Jackson C. Simons, Criminal Case #9215, which occurred in Campbell County, Wyoming.

It is understood that said Special Deputy County Attorney shall not receive any fee for the services performed pursuant to this appointment; however, said Special Deputy County Attorney shall be reimbursed for all costs and expenses such Special Deputy County Attorney may incur in the course of performing such services.

DATED this _____ day of June, 2020.

RONALD E. WIRTHWEIN, JR. – WSB No. 6-4084
County and Prosecuting Attorney
in and for Campbell County, Wyoming
500 South Gillette Avenue, Suite B200
Gillette, Wyoming 82716
Phone: (307) 682-4310 Fax: (307) 687-6441

The following page(s) contain the backup material for Agenda Item: [11:05 Urban Farming Lease Agreement, Westwood 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.

WESTWOOD PROPERTY URBAN FARMING LEASE AGREEMENT

This Lease Agreement is made and entered into between Campbell County, Wyoming, by and through its Board of County Commissioners; herein after “Lessor”, of 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 and Matt Walker, owner and operator of Equality State Farms, LLC, 4409 Hi-Line Road, Gillette, Wyoming 82718; hereinafter referred to as “Lessee”.

- 1. Purpose of Agreement and Use of Property.** The purpose of this Lease Agreement is to provide the Lessee a leasehold interest in Westwood Property to create, maintain and operate an urban farm space with the dual purpose of (1) provide designated plots for residents of the Campbell County Senior Center to collect produce from and to otherwise enjoy the Westwood Property space at their leisure, and (2) operate an urban farm space for profit, of which the Lessee may sell produce to persons of the general public.
- 2. Demise, Description and Use of the Premises.** In consideration of the duties and obligations each to the other under this Lease agreement, Lessor hereby leases to Lessee the area known as the “Westwood Property” and described as 601 Rohan, Gillette, Wyoming 82716 for the sole purpose of creating, maintaining, and operating an urban farm.
- 3. Term.** The term of this Agreement shall be for a three (3) year period, commencing _____ June 2020 through June 1, 2023. This Agreement may be renewed for one-year periods, by agreement by all parties, in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Lessor. This Agreement may be terminated under the conditions provided in Section 6. Throughout the entire term of this Lease Agreement, Lessor reserves the right to enter the Westwood Property; taking care to not damage produce plots or other improvements.
- 4. Consideration.** In consideration for a leasehold interest to operate an urban farm on the Westwood Property, the Lessee shall create, maintain and provide at a minimum, two garden plots of approximately 8 x 150 feet, to be planted and maintained annually with a variety of vegetables and one 20 x 40 foot lettuce plot to be made available to residents and staff (as needed to assist residents) of the Campbell County Senior Center, 701 Stocktrail Avenue, Gillette, Wyoming 82716, to enter the Westwood Property to collect produce at no cost and to access and remain on the property for purposes of leisure.

5. **Utilities.** Lessee is responsible for obtaining all required City permits and/or hook-ups, use, and payment of all utilities needed to support the use of the property; including by way of illustration and without limitation, water, electricity, and garbage pick-up.
6. **Maintenance.** The Lessee shall maintain the property, including by way of illustration but not limited to, tree trimming, mowing grass, noxious weed control, flood clean-up, and correction of any property damage, as well as other maintenance as needed to keep the property in good condition. Lessee will only be responsible for noxious weed control during the term of this Agreement and/or subsequent one-year leasehold periods. Only low-profile water access and storage is permitted. Tree removal must be approved by the Lessor. Lessee may erect a reasonably sized tool shed, green house or other structure as needed to support the urban farming operation; said structure shall be nonpermanent and no larger than permitted by city ordinance, neighborhood covenant, and/or the general décor of the area.
7. **Termination.** This Agreement will expire at the end of the leased term or either party may terminate this Agreement by providing a thirty (30) day written notice to the other party at the addresses provided herein. Under either circumstance, Lessee agrees that upon vacating the property, Lessee shall remove any and all improvements made to the premises, including by way of illustration and without limitation, removing plant beds, water and lighting systems, tables and/or seating from the property. Lessee also agrees to properly conclude maintenance obligations, as set out in Section 5. Lessee also agrees to leave the premises in the same condition as it was prior to commencement of this Agreement; leaving the property as a grassy lot. Lessee specifically agrees to level produce plots and seed the property using grass mixtures approved by the City of Gillette and/or Campbell County.
8. **Signage.** Lessee may erect on the premises signs of such color, size or design as shall be found in keeping with the general décor of the area and as may be authorized by any such rule, regulation or zoning ordinance then in affect.
9. **Insurance.** 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 One Million Dollars (\$1,000,000.00) and combined aggregate of not less than Two Million Dollars (\$2,000,000.00). All policies shall provide 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 thirty (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 thirty (30) days after execution of this agreement.

- 10. Governmental Indemnification.** Lessee shall indemnify, defend, and hold harmless the Lessor and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Lessee failure to perform any of Lessee duties and obligations hereunder or in connection with the negligent performance of Lessee duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Lessee actions.
- 11. Governmental Immunity.** The Lessor does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available pursuant to Wyoming Statutes §§ 1-39-101 through § 1-39-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.
- 12. Breach or Default.** Lessee shall be considered in default if Lessee fails to perform or fulfill any of the covenants, conditions, or consideration obligations of this Lease agreement within ten (10) days after notice of a breach or failure by the Lessor. In the event of breach or default, Lessor shall have the right to cancel or terminate this Lease, without cause, upon thirty (30) day written notice to Lessee as well as any other right or remedy under law, by giving Lessee written notice at Lessee's address provided herein. Through the term and any extension of this lease, Lessee agrees to the obligation to maintain updated contact and physical address information with the Lessor.
- 13. Amendments.** This Lease agreement may be amended by the parties by entering into a written amended agreement, signed by representatives of both parties with the proper authorities.
- 14. Interpretation/Jurisdiction.** The parties agree that: (1) the laws of the State of Wyoming shall govern this agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) the construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that the City and County do not waive governmental immunity by entering into this Agreement and specifically retain governmental immunity and all defenses available pursuant to Wyoming Statute §§ 1-39-101 through -121 and all other applicable law.
- 15. Assignment.** Lessee shall not convey, assign, or otherwise transfer his interest in this Lease Agreement without the prior written consent of Lessor. Lessor may immediately terminate this Lease Agreement upon any conveyance, assignment, or transfer of any substantial or partial interest in this Lease Agreement made by Lessee.

16. Third Party Beneficiary. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained 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.

17. 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.

18. Authorities. This agreement represents the entire agreement between the parties, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties pertaining to the subject matter of this agreement. Any modification to this agreement must be in writing.

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.

AUTHORIZED SIGNATURES:

Equality State Farms, LLC
Signature: _____
Name: Matt Walker
Position Title: Owner and Operator
Date: _____

Campbell County
Signature: _____
Name: D.G. Reardon
Position Title: Chairman of the Board of Commissioners
Date: _____

The following page(s) contain the backup material for Agenda Item: [12:00 Order Dismissal Appeals](#)

*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.



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: Campbell County Board of Equalization

DATE: June 16, 2020

Accompanying the memo are four cases filed requesting an appeal of their 2020 property tax. One is an appeal filed by Ryan LLC as the agent for Enerflex Energy Systems, Inc. and the other three appeals were filed by Hunter Redmond of Property Valuation Services as the agent for K2 Hospitality, LLC.

Order to dismiss have been prepared for your consideration due to the untimely filing of these appeals. Wyoming Statute 39-13-109(b) requires appeals of property tax assessments to be filed within thirty (30) days from the date the assessment schedule was sent. The Campbell County Assessor's Office advises the last date to timely appeal was May 15, 2020, and the appeals referenced above were received on May 18, 2020 as indicated on the face of each requested appeal document submitted.

These matters are, therefore, presented for consideration of approval and execution of an order of dismissal. I will be available to answer any questions you might have.

**BEFORE THE COUNTY BOARD OF EQUALIZATION
FOR CAMPBELL COUNTY**

IN THE MATTER OF THE APPEAL OF:
ENERFLEX ENERGY SYSTEMS, INC.

Docket No. 2020-04

(Property Tax Year 2020)

ORDER DISMISSING APPEAL

THIS MATTER having come before the Board upon the appeal filed by Ryan, LLC as the agent for Enerflex Energy Systems, Inc. (Taxpayer) from an assessment issued by the Campbell County Assessor and Taxpayer having filed its request to appeal its assessment untimely;

IT IS, THEREFORE, ORDERED that the above referenced appeal is hereby dismissed.

DATED THIS _____ day of _____, 2020.

**CAMPBELL COUNTY BOARD
OF EQUALIZATION**

BY: _____
D.G. Reardon, Chairman

ATTEST:

Susan Saunders, Clerk

2020-04



Williams Tower
2800 Post Oak Boulevard
Suite 3700
Houston, Texas 77056
Main 713.629.0090
Fax 713.629.0227
www.ryan.com

RETURN RECEIPT REQUESTED
CERTIFIED MAIL # 9214 7969 0099 9790 1633 6437 63

May 14, 2020

Attn: Board of Equalization
Campbell County Assessor
500 S. Gillette Ave
Gillette, WY 82716

RE: Enerflex Energy Systems
2020 Notice of Protest
Account: P0055488

Dear Sir/Madam:

Please accept this letter as our protest for the account(s) attached, the accounts are being protested for the following reasons:

1. The value proposed for 2020 exceeds the market value and is unequal compared to other property.

We respectfully request the notice of hearing with the date, time and place of our hearing be mailed to:

Ryan, LLC
Attn: Joshua Luetge
2800 Post Oak Blvd., Suite 3700
Houston, Texas 77056

If you have any questions, please contact me at your convenience at 713.629.0090.

Sincerely,
Ryan, LLC

Joshua Luetge
Taxpayer's Representative

Enclosures – As Stated

RECEIVED

MAY 19 2020

RECEIVED

MAY 18 2020

CAMPBELL COUNTY ASSessor

CAMPBELL CO. CLERK

ENERFLEX

STATEMENT OF AGENCY

ENERFLEX ENERGY SYSTEMS, INC

Hereby appoints **Ryan, LLC** as agent for the purpose of filing real estate and personal property statements, renditions, returns and/or assessment appeals, applications or petitions for review of valuation with all counties, appraisal districts and/or Assessment Appeal Boards, Boards of Review, or Boards of Equalization, appearing on our behalf before said Boards, examining any records, and discussing with the appropriate governmental authority the assessment of the property located at the following address:

SEE ATTACHED LIST

This property being owned by the undersigned incorporated in the State of Delaware. This agency shall remain in effect for the 2020 and subsequent tax years until revoked.

Enerflex Energy Systems, Inc
Name of Taxpayer

[Signature]
Signature

C. Blackburn
Title

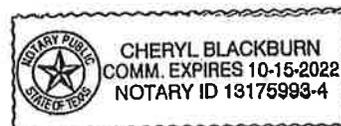
02/10/20
Date

Subscribed and sworn to before me this 10th day of February, 2020

[Signature]
Notary Public

State of Texas

My commission expires 15 October, 2022.



ENERFLEX ENERGY SYSTEMS INC.

10815 Telge Road, Houston, TX USA 77095 Tel: 281.345.9300 Fax: 281.345.7434 Website www.enerflex.com

AMERICAS • EUROPE / CIS • MIDDLE EAST / NORTH AFRICA • AUSTRALIA • ASIA

Enerflex Energy Systems
2020 Protest List

Company Name	Parcel Assessee	Prop Type	Parcel Acct Num	Parcel Address1	Parcel Assessor Name	Parcel State
Enerflex Energy Systems Inc	Enerflex Energy Services	PP	P0055488	885 S Burma Ave	Campbell Co Assessor	WY

Lisa A. Back

From: Lisa A. Back
Sent: Monday, May 18, 2020 10:24 AM
To: 'hredmond@propertyvaluationservices.net'
Cc: Troy D. Clements
Subject: RE: Appeal forms Campbell County Gillette Wyoming
Attachments: Towers West Envelope.pdf

Mr. Redmond,

I just received your envelope in the mailbox this morning. This package will be delivered to the County Board of Equalization but it will be flagged as **To Late to Accept Appeal**. Enclosed is a copy of the envelope with the date and time the Post office received it. As a reminder our deadline was Friday, May 15th at 5pm.

Lisa Back
Campbell County
307-687-6261
lab04@ccgov.net

From: Lisa A. Back
Sent: Wednesday, May 13, 2020 2:07 PM
To: hredmond@propertyvaluationservices.net
Cc: Troy D. Clements <tdc04@ccgov.net>
Subject: Appeal forms Campbell County Gillette Wyoming

Mr. Redmond,

Attached is 4 Appeals, and they are assigned accordingly to the following accounts. I will need them returned to our office by 5pm on Friday May 15th, 2020 with original signature and letter of Authorization, with a detailed summary of why the assessment is incorrect.

Appeal 2020-7 assigned to R0005278
Appeal 2020-8 assigned to R0059289
Appeal 2020-9 assigned to R0054872
Appeal 2020-10 assigned to R0054873

Lisa Back
lab04@ccgov.net
Deputy Assessor/Chief Appraiser
Campbell County, Gillette WY
307-682-7266 (office)
307-687-6261 (direct)
P O Box 877
Gillette WY 82717

RECEIVED

MAY 18 2020

CAMPBELL CO. CLERK

**BEFORE THE COUNTY BOARD OF EQUALIZATION
FOR CAMPBELL COUNTY**

IN THE MATTER OF THE APPEAL OF:
K2 Hospitality, LLC

Docket No. 2020-07

(Property Tax Year 2020-Account No. R0054872)

ORDER DISMISSING APPEAL

THIS MATTER having come before the Board upon the appeal filed by Hunter Redmond of Property Valuation Services as the agent for K2 Hospitality, LLC (Taxpayer) from an assessment issued by the Campbell County Assessor and Taxpayer having filed its request to appeal its assessment untimely;

IT IS, THEREFORE, ORDERED that the above referenced appeal is hereby dismissed.

DATED THIS _____ day of _____, 2020.

**CAMPBELL COUNTY BOARD
OF EQUALIZATION**

BY: _____
D.G. Reardon, Chairman

ATTEST:

Susan Saunders, Clerk

INSTRUCTIONS:

1. This sworn statement is to be received and filed in the County Assessor Office no later than thirty (30) days after the date assessment schedule with original signature enclosed. Wyoming Statute 39-13-103(b)(vii). Any appeal received after 5pm on the last day to appeal will be denied in its entirety.
2. The County Assessor and the person contesting the assessment, or their agent, shall disclose witnesses and exchange information, evidence and documents relevant to the appeal including sales information from relevant statements of consideration (SOC's) if requested, no later than thirty (30) days prior to the scheduled county board of equalization hearing. The assessor shall specifically identify sales information used to determine market value of the property under appeal. Wyoming Statute 39-13-109(b)(i).
3. You will be notified when to appear before the County Board of Equalization.
4. A County Board of Equalization may receive evidence relative to any assessment and may require the person assessed or their agent or attorney to appear before it, be examined, and produce any documents relating to the assessment. No adjustments in an assessment shall be granted to or on behalf of any person willfully neglects or refuses to attend a meeting of the county board of equalization and be examined or answer any material question upon the board's request. Minutes of the examination shall be taken and filed with the County Clerk.
5. Please submit all documents, excluding maps, on 8 1/2" x 11" paper.
6. Label exhibits as T-1, T-2, T-3, etc.

Letter of Authorization

We do hereby appoint and authorize **Property Valuation Services** located at 14400 Metcalf Avenue, Overland Park, Kansas 66223, phone number 913-498-0790, fax number 913-498-0797 to represent our firm as ad valorem tax agent. They have the right to file returns and applications, examine any records, change mailing addresses on the **Real Property** accounts and discuss or appeal any tax assessments to the appropriate authorities for the purpose of obtaining the property tax values relative to property owned or controlled by this company.

This authorization expires December 31, 2020.

By:  Date: 2/28/20
Aftab Khan, Owner
K2 Hospitality, LLC
109 N US Highway 14-16
Gillette, WY 82716

BEFORE ME, the undersigned, a Notary Public within and for the County of Campbell and State of Wyoming, personally appeared Aftab Khan who acknowledged to me that this certificate of authority was executed for the purposes herein expressed.

WITNESS MY HAND and notary seal this 28th day of February, 2020

Connie J. Strong
Notary Public

6-17-2021
My Commission Expires



**BEFORE THE COUNTY BOARD OF EQUALIZATION
FOR CAMPBELL COUNTY**

IN THE MATTER OF THE APPEAL OF:
K2 Hospitality, LLC

Docket No. 2020-06

(Property Tax Year 2020-Account No. R0059289)

ORDER DISMISSING APPEAL

THIS MATTER having come before the Board upon the appeal filed by Hunter Redmond of Property Valuation Services as the agent for K2 Hospitality, LLC (Taxpayer) from an assessment issued by the Campbell County Assessor and Taxpayer having filed its request to appeal its assessment untimely;

IT IS, THEREFORE, ORDERED that the above referenced appeal is hereby dismissed.

DATED THIS _____ day of _____, 2020.

**CAMPBELL COUNTY BOARD
OF EQUALIZATION**

BY: _____
D.G. Reardon, Chairman

ATTEST:

Susan Saunders, Clerk

06

2020-8

Office Of

COUNTY ASSESSOR

PHONE (307)682-7266 - PO BOX 877 - GILLETTE, WY 82717-0877



STATEMENT TO CONTEST PROPERTY TAX ASSESSMENT

TO: County Assessor
 PO Box 877
 Gillette, WY 82717-0877

Docket No: _____

RECEIVED
 MAY 18 2020
 CAMPBELL COUNTY ASSESSOR

STATE OF WYOMING)
)
 COUNTY OF CAMPBELL)

I Hunter Redmond, being first duly sworn upon this oath, files this sworn statement with Campbell County for the purpose of contesting a property tax assessment of property owned or controlled by the undersigned and states the following reasons why the assessment is incorrect: replacement cost new less depreciation supports a lower value than \$4,116,801. An income model also suggests that the market value on this property is too high.

(Attach additional sheet(s) if necessary)

Account Number: R0059289 (from Assessment Schedule, ex: R0012345)

I do solemnly swear (or affirm) that the above information and any other information to be provided by me to the Board of Equalization pursuant to this contest of assessment is and shall be full, true, correct and complete to the best of my knowledge, so help me God.

NAME (Typed or Printed)

Hunter Redmond
 AGENT (If Applicable) (Typed or Printed)

913.709.3586
 PHONE

SIGNED

Hunter Redmond
 SIGNED

5/14/2020
 DATE

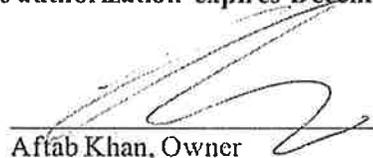
INSTRUCTIONS:

1. This sworn statement is to be received and filed in the County Assessor Office no later than thirty (30) days after the date assessment schedule with original signature enclosed. Wyoming Statute 39-13-103(b)(vii). Any appeal received after 5pm on the last day to appeal will be denied in its entirety.
2. The County Assessor and the person contesting the assessment, or their agent, shall disclose witnesses and exchange information, evidence and documents relevant to the appeal including sales information from relevant statements of consideration (SOC's) if requested, no later than thirty (30) days prior to the scheduled county board of equalization hearing. The assessor shall specifically identify sales information used to determine market value of the property under appeal. Wyoming Statute 39-13-109(b)(j).
3. You will be notified when to appear before the County Board of Equalization.
4. A County Board of Equalization may receive evidence relative to any assessment and may require the person assessed or their agent or attorney to appear before it, be examined, and produce any documents relating to the assessment. No adjustments in an assessment shall be granted to or on behalf of any person willfully neglects or refuses to attend a meeting of the county board of equalization and be examined or answer any material question upon the board's request. Minutes of the examination shall be taken and filed with the County Clerk.
5. Please submit all documents, excluding maps, on 8 1/2" x 11" paper.
6. Label exhibits as T-1, T-2, T-3, etc.

Letter of Authorization

We do hereby appoint and authorize **Property Valuation Services** located at 14400 Metcalf Avenue, Overland Park, Kansas 66223, phone number 913-498-0790, fax number 913-498-0797 to represent our firm as ad valorem tax agent. They have the right to file returns and applications, examine any records, change mailing addresses on the **Real Property** accounts and discuss or appeal any tax assessments to the appropriate authorities for the purpose of obtaining the property tax values relative to property owned or controlled by this company.

This authorization expires December 31, 2020.

By:  Date: 2/28/20
Aftab Khan, Owner
K2 Hospitality, LLC
109 N US Highway 14-16
Gillette, WY 82716

BEFORE ME, the undersigned, a Notary Public within and for the County of Campbell and State of Wyoming, personally appeared **Aftab Khan** who acknowledged to me that this certificate of authority was executed for the purposes herein expressed.

WITNESS MY HAND and notary seal this 28th day of February, 2020


Notary Public

6-17-2021
My Commission Expires



**BEFORE THE COUNTY BOARD OF EQUALIZATION
FOR CAMPBELL COUNTY**

IN THE MATTER OF THE APPEAL OF:
K2 Hospitality, LLC

Docket No. 2020-05

(Property Tax Year 2020-Account No. R0054873)

ORDER DISMISSING APPEAL

THIS MATTER having come before the Board upon the appeal filed by Hunter Redmond of Property Valuation Services as the agent for K2 Hospitality, LLC (Taxpayer) from an assessment issued by the Campbell County Assessor and Taxpayer having filed its request to appeal its assessment untimely;

IT IS, THEREFORE, ORDERED that the above referenced appeal is hereby dismissed.

DATED THIS _____ day of _____, 2020.

**CAMPBELL COUNTY BOARD
OF EQUALIZATION**

BY: _____
D.G. Reardon, Chairman

ATTEST:

Susan Saunders, Clerk

INSTRUCTIONS:

1. This sworn statement is to be received and filed in the County Assessor Office no later than thirty (30) days after the date assessment schedule with original signature enclosed.
Wyoming Statute 39-13-103(b)(vii). Any appeal received after 5pm on the last day to appeal will be denied in its entirety.

2. The County Assessor and the person contesting the assessment, or their agent, shall disclose witnesses and exchange information, evidence and documents relevant to the appeal including sales information from relevant statements of consideration (SOC's) if requested, no later than thirty (30) days prior to the scheduled county board of equalization hearing. The assessor shall specifically identify sales information used to determine market value of the property under appeal. Wyoming Statute 39-13-109(b)(i).

3. You will be notified when to appear before the County Board of Equalization.

4. A County Board of Equalization may receive evidence relative to any assessment and may require the person assessed or their agent or attorney to appear before it, be examined, and produce any documents relating to the assessment. No adjustments in an assessment shall be granted to or on behalf of any person willfully neglects or refuses to attend a meeting of the county board of equalization and be examined or answer any material question upon the board's request. Minutes of the examination shall be taken and filed with the County Clerk.

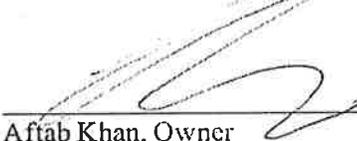
5. Please submit all documents, excluding maps, on 8 1/2" x 11" paper.

6. Label exhibits as T-1, T-2, T-3, etc.

Letter of Authorization

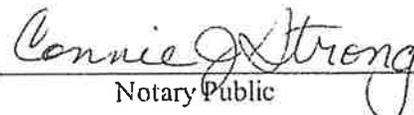
We do hereby appoint and authorize **Property Valuation Services** located at 14400 Metcalf Avenue, Overland Park, Kansas 66223, phone number 913-498-0790, fax number 913-498-0797 to represent our firm as ad valorem tax agent. They have the right to file returns and applications, examine any records, change mailing addresses on the **Real Property** accounts and discuss or appeal any tax assessments to the appropriate authorities for the purpose of obtaining the property tax values relative to property owned or controlled by this company.

This authorization expires December 31, 2020.

By:  Date: 2/28/20
Aftab Khan, Owner
K2 Hospitality, LLC
109 N US Highway 14-16
Gillette, WY 82716

BEFORE ME, the undersigned, a Notary Public within and for the County of Campbell and State of Wyoming, personally appeared **Aftab Khan** who acknowledged to me that this certificate of authority was executed for the purposes herein expressed.

WITNESS MY HAND and notary seal this 28th day of February, 2020


Notary Public

6-17-2021
My Commission Expires

