AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

AUGUST 18, 2020

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*

REGULAR BUSINESS

C. 9:15 Request for State Airport Aid, NAVAIDS 2020 — Shelly Besel

D. 9:20 Memorandum of Understanding, Maternal & Child Health Services — Jane Glaser

E. 9:25 Ary Simple Subdivision — Megan Nelms

F. 9:30 Collins Simple Subdivision — Megan Nelms

G. 9:35 Chapter 4 Rules Proposed Amendments — Jed Holder

H. 9:40 Southern Campbell County Arterial Road Reconstruction AML Project — Clark Melinkovich

I. 9:45 Memorandum of Understanding, Guardian Ad Litem — Carol Seeger

J. 9:50 GIS Summer Intern Presentation — Miles Geis/Tony Knievel

EXECUTIVE SESSION

K. 10:15 Personnel

ADJOURN

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

Consent Agenda

MINUTES
Board of Commissioners Library Board Meeting, July 27, 2020
Board of Commissioners Directors Workshop, August 3, 2020
Board of Commissioners Regular Meeting, August 4, 2020

MONTHLY REPORTS
Clerk of District Court - July 2020
County Clerk - July 2020
Sheriff's Office - July 2020
Sheriff's Office, Detention - July 2020
County Salaries
941 Tax Report - 2nd Qtr 2020
Workers Comp Report - 2nd Qtr 2020

AGREEMENTS - OPTIONAL ONE PERCENT FY 2020-21
Contract for Services between the Board of Campbell County Commissioners and Cowboy Council of Community Services in the amount of $31,500.

Contract for Services between the Board of Campbell County Commissioners and Cowboy State Games in the amount of $11,250.

Contract for Services between the Board of Campbell County Commissioners and Predator Management District of Campbell County in the amount of $45,000.

Contract for Services between the Board of Campbell County Commissioners and The Salvation Army in the amount of $12,000.

Contract for Services between the Board of Campbell County Commissioners and Senior Center Association, Inc. in the amount of $391,500.

CONTRACTS
Contract for Purchase between Campbell County and IT Outlet to purchase the Annual 2020 Computer and Peripheral Equipment.

CATERING PERMITS
Spotted Horse Bar for James Heald Ranch Rodeo at the Recluse Community Arena on August 29, 2020.

LINE ITEM TRANSFERS
Transfer $693 from 020.7085 District Support Grants to 020.7085.21 Rocky Point I&S

POSITION VACANCY JUSTIFICATIONS
Fire Department – Firefighter (2 Positions)

HAND WARRANTS
Campbell County Clerk Tax Account 331,478.94

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	AMOUNT
Campbell County Treasurer – HAS/FLX	1,533.64
Campco Federal Credit Union	276.01
Great West Trust Company	35,641.66
Wyoming Child Support	1,359.62
Campbell County Parks & Recreation Activity Fund	31.00
HM Life Insurance	201,312.20
Campbell County Clerk Tax Account	20,797.74
Campbell County Treasurer – HSA/FLX	2,437.49
Campco Federal Credit Union	950.00
Great West Trust Company	4,525.00
Wyoming Department of Revenue & Taxation	47.86
CCCBT	30,764.65
CCEHBTA – Health	749,554.74
CCEHBTA – Dental	42,874.50
Delta Dental Plan of Wyoming	2,090.50
Tyler Technologies Inc.	23,535.53
Tyler Technologies Inc.	31,772.00
Youth Emergency Services	17,679.70

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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
July 27, 2020
Gillette, WY

The Campbell County Board of Commissioners met with the Library Board, Monday, July 27, 2020 at 4:00 PM.

Present were Rusty Bell, Bob Maul, Del Shelstad, DG Reardon, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk and Ivy McGowan-Castleberry, Public Information Coordinator.

Discussion was held on the door project not being completed.

Discussion was held on the downtown branch of the library being put on hold.

Terri Lesley, Library Director, updated the Commissioners on the Wright Library basement still having water issues, the recording room being completed and possible uses of the recording room.

Terri Lesley provided an update on the library COVID 19 phases.

No action was taken at the Library Board meeting and the Commissioners left at 4:35 PM to meet regarding the reality television show, Street Outlaws.

Commissioner Bell moved to approve the use of Little Powder Road by Street Outlaws, pending permitting and legal opinion. Commissioner Shelstad seconded the motion. Commissioner Bell - Aye, Chairman Reardon - Aye, Commissioner Maul - Aye, Commissioner Shelstad – Nay, Commissioner Faber – Aye. Carried.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 5:30 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
August 4, 2020
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, August 4, 2020. Chairman Reardon called the meeting to order at 9:00 AM. Pastor Don Wight led in prayer and Chairman Reardon led the Pledge of Allegiance.

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

The following consent agenda was presented:

MINUTES:

Board of Commissioners Regular Meeting, July 21, 2020
Board of Commissioners Managers Meeting, July 21, 2020
Board of Commissioners Fire Board Meeting, July 22, 2020

MONTHLY REPORTS:

County Clerk – June 2020
Treasurer's Office – June 2020

PAYROLL PAYMENTS:

July 11, 2020

AGREEMENTS – OPTIONAL ONE PERCENT FY 2020-21:

Contract for Services between the Board of Campbell County Commissioners and AVA Community Art Center in the amount of $3,600.
Contract for Services between the Board of Campbell County Commissioners and Boys and Girls Club of Campbell County in the amount of $44,550.
Contract for Services between the Board of Campbell County Commissioners and Campbell County Conservation District in the amount of $270,000.
Contract for Services between the Board of Campbell County Commissioners and Campbell County Healthcare Foundation in the amount of $4,500.
Contract for Services between the Board of Campbell County Commissioners and CLIMB Wyoming in the amount of $22,500.
Contract for Services between the Board of Campbell County Commissioners and Edible Prairie Project in the amount of $6,300.
Contract for Services between the Board of Campbell County Commissioners and Energy Capital Economic Development in the amount of $117,000.
Contract for Services between the Board of Campbell County Commissioners and Gillette Abuse Refuge Foundation, Inc. (GARF) in the amount of $83,160.
Contract for Services between the Board of Campbell County Commissioners and Gillette Main Street in the amount of $4,500.
Contract for Services between the Board of Campbell County Commissioners and Northern Community College District on behalf of Gillette College in the amount of $795,000 and an additional $5,000 for Area 59 Memberships for Veterans.
Contract for Services between the Board of Campbell County Commissioners and Personal Frontiers, Inc in the amount of $27,000.

Contract for Services between the Board of Campbell County Commissioners and Second Chance Ministries in the amount of $18,000.
Contract for Services between the Board of Campbell County Commissioners and Visitation and Advocacy Center in the amount of $58,500.
Contract for Services between the Board of Campbell County Commissioners and Wright Community Assistance in the amount of $7,200.
Contract for Services between the Board of Campbell County Commissioners and Youth Emergency Services, Inc. in the amount of $283,500.

POSITION VACANCY JUSTIFICATIONS:

Children's Developmental Services – Early Head Start Home Visitor
Public Works/Facilities Maintenance – Custodian I
Sheriff's Office – Detention Officer

HAND WARRANTS:

Campbell County Clerk Tax Account	$315,658.40
Campco Federal Credit Union	276.01
Campbell County Parks & Recreation Activity Fund	31.00
Campbell County Treasurer – HSA/FLX	44,052.65
Great West Trust Company	35,741.66
Wyoming Child Support	1,688.38
CCCBT	32,161.13
CCEHBTA – Health	974,483.58
CCEHBTA – Dental	42,968.60
Delta Dental Plan of Wyoming	2,116.40
Internal Revenue Service	2,998.20
Wyoming Department of Revenue & Taxation	857.85
Circuit Court of Campbell County	30.00
Wyoming Department of Workforce Services – WC	89,516.09

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

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

A I Distributors	Various Departments	15,299.08
Action Lock and Key	Various Departments	35.21
AdBay Com	Various Departments	400.00
Administrative Prof	Children's Dev Svc-Preschool	96.00
Advanced Businesslink	Information Technology Service	3,400.00
Air Tech Heating	Sheriff-Jail Facility	4,050.50
Albertsons Dist Ct	State & Fed Mandated Costs	8.99
Albertsons Emer Mgmt	Emergency Management	57.08
Albertsons Sheriff	County Sheriff	77.91
Alignment Pros	County Sheriff	30.00
Alsco	Various Departments	1,618.93
Alternative Propane	P & R-Parks	354.00
Amazon Courthouse	Various Departments	455.61
Amazon Library	Library-General Administration	670.40

Ambiente H Two O	P & R-Bell Nob Golf Course	8,693.00
Ameri Tech Equipment	Fleet Replacement Fund	8,894.95
American Eng Testing	Publ Work Capital Construction	8,263.00
American Family Life	Campbell County General Fund	103.02
American Millennium	Commissioner's-Gen Cnty Costs	66.76
American Shooters	County Sheriff	1,440.00
American Welding	Sheriff-Jail Facility	43.95
Andersons Pest Pros	Maintenance/Custodial	100.00
Animal Medical Ctr	County Sheriff	524.49
Arete Design Group	Publ Work Capital Construction	6,590.03
Armacost Trane Serv	Maintenance/Custodial	435.67
Arrow Printing Graphics	Various Departments	1,331.70
Associated Glass	Various Departments	7,460.39
ATT Airport	Northeast Wyoming Regional	209.62
ATT Assessor	County Assessor	102.06
ATT Children's Devel	Children's Dev Svc-Spec Ed	101.78
ATT Emergency Mgmt	Emergency Management	84.99
ATT Library	CCPL-Main Branch	45.05
ATT Park Recreation	Various Departments	104.27
Audio Video Solutions	P & R-Recreational Division	406.19
Aultman, Jessica Anne	Fair-General Admin	125.00
AutoZone	County Sheriff	12.02
Ava Community Arts	1% Optional Sales Tax Fund	2,295.70
Avery, G. Matthew	Fair-General Admin	125.00
AVP Consulting	Publ Work Capital Construction	466.65
Axis Forensic Tox	County Coroner	956.00
Bargreen Ellingson	Various Departments	706.68
Barney Graham	Commissioner's-Gen Cnty Costs	450.00
Basin Radio Network	Various Departments	7,171.90
Baumert, Michael Brent	Fair-General Admin	125.00
Beacon Athletics	P & R-Parks	779.76
Bears Naturally	County Sheriff	14.81
Becker Arena Product	P & R-Ice Skating	1,872.75
Becker, Howard	County Treasurer	629.50
Bell Nob Golf Shop	P & R-Bell Nob Golf Course	4,514.77
Besel, Shelly R.	Northeast Wyoming Regional	63.25
Big D Oil Company	P & R-Wright Center	12.07
Big Horn Tire	Various Departments	3,413.40
Big Sky Comm	E911 Enhanced Fees	126.00
Bighorn Hydraulics	Road & Bridge	10.00
Bighorn Mtn Radio	Various Departments	45.00
Billingsley, Debby	Fair-General Admin	125.00
BKS Environ Assoc	Publ Work Capital Construction	404.51
Black Diamond Investigation	P & R-Recreational Division	840.00
Black Hills Energy	Various Departments	12,635.24
Black Hills Pioneer	Northeast Wyoming Regional	716.50

Black Stone Sports	P & R-Ice Skating	1,541.17
Bloedorn Lumber	P & R-Ice Skating	37.98
Bob Barker Company	Sheriff-Jail Facility	1,345.36
Bobcat of Gillette	Various Departments	72,960.25
Bomgaars	Various Departments	990.56
Border States Elec	Various Departments	923.12
Boys Girls Club	1% Optional Sales Tax Fund	6,129.75
Breannas Bakery	Human Resources	33.30
Broken Link Construction	Publ Work Capital Construction	17,842.00
Brown Kennedy Ranch	Road & Bridge	71.68
Buechler, Allie C.	Human Resources	15.96
Buffalo Bulletin	Various Departments	276.00
Burns McDonnell Engineering	Various Departments	51,977.35
Camelot Pet Castle	County Sheriff	104.00
Campbell Scientific	P & R-Bell Nob Golf Course	423.07
Campbell, Jeffrey C	Fair-General Admin	200.00
Campbell, Stu	CCPL-Main Branch	15.16
Cash WA Distributing	Sheriff-Jail Facility	554.43
Casper College	Commissioner's-Gen Cnty Costs	1,000.00
CBH Co Op	Various Departments	1,827.87
CC Chamber of Commerce	Wellness Program	452.25
CC Fire Dept	1% Municipal Sales Tax Fund	1,652.51
CC Health Misc	Various Departments	2,235.25
CC Predatory Animal	1% Optional Sales Tax Fund	6,145.47
CC Public Land Brd	1% Municipal Sales Tax Fund	465,781.41
CC Senior Center	1% Optional Sales Tax Fund	1,797.00
CC Sheriffs Office	E911 Enhanced Fees	50,000.00
CC Treasure PR CCard	P & R-Recreational Division	39,990.00
CC Treasurer	Commissioner's-Gen Cnty Costs	25,048.95
CC Weed Pest	Various Departments	588.94
CCMH Patient Acct	County Attorney	15,258.70
CDW Government	Various Departments	14,312.54
CEM Sales & Service	Maintenance/Custodial	126.00
CenturyLink Long Dis	Information Technology Service	656.95
CenturyLink Phone	Various Departments	16,034.40
Charter Comm Cable	Various Departments	1,403.21
Chem Turf Application	P & R-Bell Nob Golf Course	924.40
Children's Home Soc	County Sheriff	568.44
Chitwood, Cheryl E.	State & Fed Mandated Costs	23.96
Choice Advertising	Various Departments	1,345.17
City Gillette Misc	Various Departments	454,942.00
City Gillette Utilities	Various Departments	112,170.93
CJ's Lawn Maintenance	Sheriff-Jail Facility	318.23
Climb Wyoming	Various Departments	20,106.90
Cole Sports	Various Departments	980.00
Collection Prof	Children's Dev Svc-Gen Admin	56.48

Collins Comm	Various Departments	14,739.03
Colorado Doorways	Various Departments	5,118.74
Colorado Golf & Turf	Various Departments	98,781.02
CUPS	County Sheriff	3,150.00
Communication Tech	County Sheriff	515.00
Concordance Health	County Health Nurse	46.88
Contractors Supply	Various Departments	4,914.69
Costello, Maureen A.	County Attorney	21.00
Council Community Svc	Various Departments	7,611.06
Counseling Connect	Various Departments	3,500.00
Cowboy State Rebuild	Road & Bridge	229.00
Crain Caton James	Commissioner's-Gen Cnty Costs	420.00
Creative Product	Emergency Management	391.67
Crescent Electric	Maintenance/Custodial	524.07
CritiCall	County Sheriff	439.00
Crum Electric Supply	Maintenance/Custodial	1,956.52
CSS	Sheriff-24/7	3,026.97
Cummins Sales Svc	Sheriff-Jail Facility	1,440.17
Curtis, Carol L.	Children's Dev Svc-Gen Admin	25.42
Custom Graphix Signs	Fleet Sales Tax Funds	600.00
Dads Truck and Auto	County Sheriff	960.50
Damian, Nicole L.	County Health Nurse	11.50
DBT Transportation	Airport NAVAID	6,312.08
Deboer, Dustin M.	Rockpile Museum - Gen Admin	25.42
Dell Marketing LP	Capital Outlay-ITS	7,759.80
Dermatec Direct	Sheriff-Jail Facility	706.99
Desert Mountain	Various Departments	42,874.50
Despain, Kyle	Fair-General Admin	620.85
Dexters Automotive	County Sheriff	655.00
Dickeys BBQ	Various Departments	3,365.63
Discount School	Various Departments	1,044.84
Dons Supermarket	P & R-Recreational Division	3,000.00
Douglas Budget LTD	Various Departments	520.00
DRM	Various Departments	342,021.54
Dru Consulting	Commissioner's-Gen Cnty Costs	2,300.00
DRV Technologies	Information Technology Service	609.75
Duluth Trading Co	Various Departments	315.99
Dustbusters	Publ Work Capital Construction	27,919.05
Dutcher, Melissa	Fair-General Admin	125.00
Ekstrom, Brooke L.	County Health Nurse	10.48
Employers Council	Human Resources	225.00
Employment Testing	Sheriff-Jail Facility	198.00
ECED	1% Optional Sales Tax Fund	32,500.00
Entenmann Rovin Co	County Sheriff	696.40
Equitable Life	Campbell County General Fund	37.25
ESRI	Public Works	65,000.00

Everbridge	Emergency Management	15,536.77
Ewing, Dianna H.	County Attorney	45.50
Expresso Lube	Various Departments	980.06
Family Health	Various Departments	7,386.00
Farcountry Press	Rockpile Museum - Gen Admin	135.96
Farmer Bros Co	Sheriff-Jail Facility	264.30
Faronics Tech	Information Technology Service	283.50
Fastenal Company	Various Departments	1,280.28
Federal Express	Various Departments	50.53
FIB MstrCrd Airport	Northeast Wyoming Regional	762.41
FIB MstrCrd Library	CCPL-Main Branch	173.75
FIB MstrCrd Park Rec	Various Departments	3,464.95
Firemaster	Various Departments	1,460.50
First Class Auto	Human Resources	24,338.85
First Natl Bnk Gillette	Various Departments	99,231.45
First Natl Bnk Visa	Various Departments	26,916.13
Fleetpride	Landfill	1,588.37
FlowTrac	Information Technology Service	596.25
Floyds Truck Center	Road & Bridge	1,569.41
Ford, Beth E.	Fair-General Admin	125.00
Ford, Katelyn M.	Fair-General Admin	100.00
Ford, Thomas A.	Fair-General Admin	125.00
Forensic Medicine	County Coroner	4,000.00
Fremont Motors River	Fleet Replacement Fund	31,436.00
Frontier Precision	Public Works	825.30
Fry, Kimberly D.	Various Departments	749.59
Furman, Craig M.	County Sheriff	250.00
Gallagher Benefit	Human Resources	6,083.33
Gaskins, Kelly S.	Sheriff-Jail Facility	129.95
Geer, Amanda	Fair-General Admin	125.00
Geer, Lex	Fair-General Admin	125.00
Gillette Abuse Refuge	Various Departments	8,750.12
Gillette College	Commissioner's-Gen Cnty Costs	1,000.00
Gillette Dental	Sheriff-Jail Facility	489.00
Gillette Printing	Various Departments	331.90
Gillette Steel	Various Departments	227.55
Gillette Winsupply	Maintenance/Custodial	11,440.66
Git R Done Site Svc	Various Departments	1,545.00
Gladstone	Fair-General Admin	491.00
Glaser, Jane C.	County Health Nurse	33.35
Global Vision Tech	Capital Outlay-ITS	68,827.50
Golden West Tech	Information Technology Service	300.00
Govens Farm Ranch	Various Departments	56.40
Grainger	P & R-Recreational Division	475.59
Greasewood Water	Road & Bridge	1,718.70
Grey House Publish	Various Departments	473.00

Grey Wall Software	Northeast Wyoming Regional	9,630.00
Grossenburg Implement	Road & Bridge	1,047.91
Haggertys Music	1% Optional Sales Tax Fund	7,758.50
Hakert, Richard J.	Road & Bridge	1,128.00
Hansen, Connie K.	Women, Infant and Child	99.48
Harris Public Health	County Health Nurse	295.00
Hawkins	Various Departments	10,724.84
Heartland Kubota	P & R-Parks	134.34
Heartland Paper	Sheriff-Jail Facility	4,813.42
Heartland Tanning	P & R-Recreational Division	41.35
Henning, Robert A.	Rockpile Museum - Gen Admin	19.67
Heying, Alicia	Fair-General Admin	125.00
High Glass Window	County Health Nurse	443.00
Highmark Landscaping	Publ Work Capital Construction	8,614.00
Hladky Construction	Publ Work Capital Construction	16,018.04
Hobby Lobby	Library-General Administration	20.18
Homax Oil Sales	Various Departments	52,778.94
Home Depot Airport	Northeast Wyoming Regional	635.91
Home Depot Children's	Children's Dev Svc-Spec Ed	38.50
Home Depot Maint	Various Departments	353.61
Home Depot Museum	Rockpile Museum - Gen Admin	32.86
Home Depot Parks Rec	Various Departments	553.94
Home Depot Sheriff	Sheriff-Jail Facility	403.79
Home Fire Foods	Various Departments	1,032.90
Hon Company	Human Resources	243.41
Horning Horning McGrath	State & Fed Mandated Costs	100.00
HUB International	Various Departments	1,037,883.41
Huddleston, Nichole	Fair-General Admin	125.00
Humphreys Bar Grill	State & Fed Mandated Costs	179.25
Hunter, Kiana L.	County Sheriff	51.00
IBM	Information Technology Service	17,800.45
Imperial Fastener Co	Sheriff-Jail Facility	675.00
Inland Truck Parts	Road & Bridge	9,289.90
Insight Public Sec	CCPL-Main Branch	2,911.23
Interstate Batteries	Road & Bridge	479.80
Interstate PowerSystems	County Sheriff	1,316.86
Intoximeters	Various Departments	1,200.75
IT Outlet	Publ Work Capital Construction	10,147.00
Ivory, Jennifer	County Sheriff	50.00
James Tire Service	P & R-Parks	211.68
Jims Heating AC	Landfill	2,820.00
JLC Sign Graphic	Various Departments	73.48
Johnstone Supply	Various Departments	398.59
Joyce Jefferson	Rockpile Museum - Gen Admin	250.00
JRL Supply	Various Departments	8,470.00
Kanopy	CCPL-Main Branch	119.00

Karens Delivery Co	Road & Bridge	16.00
Karls TV	Various Departments	921.86
Kelleher Helmrich	Human Resources	4,800.00
Keyhole Broadcasting	Various Departments	210.00
Kimball Midwest	Road & Bridge	751.56
Kissack Oilfield Svc	Publ Work Capital Construction	49,748.78
Kronos	Various Departments	43,963.48
Krug, Melanie	Fair-General Admin	200.00
KSLT KLMP KTPT	Various Departments	300.00
La Quinta Inn	Payments In Lieu of Taxes Fund	65.00
Landons Greenhouse	P & R-Parks	129.99
Lasham, Gail	Fair-General Admin	125.00
Law Enforcement Targets	County Sheriff	1,740.00
Lawriter	County Law Library	250.00
Lawson Products	Landfill	186.31
Leair, Courtney A.	District Court	15.47
Lemarr, Amy	Fair-General Admin	125.00
Lesley, Douglas	State & Fed Mandated Costs	225.00
Lesley, Terri L.	Library-General Administration	60.00
LexisNexis	Various Departments	5,669.42
Liberty Mutual	Human Resources	72.28
Library Foundation	CCPL-Main Branch	300.00
Lightning Lube	County Sheriff	136.00
Lindblom, Reba L.	County Health Nurse	23.58
Livingston, Robert J.	Fair-General Admin	125.00
Lone Tree Academics	Commissioner's-Gen Cnty Costs	15,750.00
Lowe Roofing	Various Departments	84,198.20
Lubnau Law Office	State & Fed Mandated Costs	1,139.20
Lynn Peavey Company	County Sheriff	561.33
Lynns Auto Repair	County Sheriff	3,365.19
Mad Transportation	County Sheriff	270.00
Mainline Inform Sys	Information Technology Service	11,228.00
Maul, Teresa	Fair-General Admin	125.00
MMSGS	Sheriff-Jail Facility	3,408.49
McMahon, Pamela K.	State & Fed Mandated Costs	462.75
Meadow Gold Dairy	Children's Dev Svc-Preschool	372.90
Means Carter N Han I&S	1% Optional Sales Tax Fund	2,960.13
Means First Ext W&S	Road & Bridge	110.00
Medical Arts Lab	Sheriff-Jail Facility	1,757.00
Menards Extension	Extension Dept-Horticulture	153.03
Menards Fair	Fair-General Admin	117.28
Menards Landfill	Landfill	21.54
Menards Maintenance	Maintenance/Custodial	1,575.52
Menards Museum	Rockpile Museum - Gen Admin	124.96
Menards Park Rec	Various Departments	409.22
Menards Public Works	Public Works	13.65

Menards Road Bridge	Various Departments	3,056.62
Menards Sheriff	Various Departments	627.52
Merck Sharp Dohme	County Health Nurse	5,354.92
Metta Technologies	1% Optional Sales Tax Fund	54,038.00
MFAC LLC	P & R-Recreational Division	29.95
Michaels Construct	Publ Work Capital Construction	121,713.95
Midland Implement Co	Various Departments	853.34
Midrange Dynamics	Information Technology Service	2,136.00
Midwest Pest Mgmt	Maintenance/Custodial	1,125.00
Midwest Tapes	Various Departments	5,469.49
Miller Welding	Road & Bridge	23,100.00
Miller, Tyrel	Fair-General Admin	382.80
Milner, Karl	Fair-General Admin	125.00
Milner, Teddy F.	Fair-General Admin	125.00
Morgan, Tobey J.	County Sheriff	250.00
Morrison Maierle	Various Departments	22,749.96
Motorola Solutions	Commissioner's-Gen Cnty Costs	3,689.59
Nannemann Bros Auto	County Sheriff	171.49
Naramore, James J Md	Sheriff-Jail Facility	1,000.00
Natrona Co Legal Dept	County Attorney	835.00
Natural Resource	Children's Dev-Early Head Start	2,600.00
Nelson Auto Glass	Various Departments	1,110.87
Netwrix Corp	Information Technology Service	4,662.00
News Record	Various Departments	6,315.11
Norchem Drug Test	Various Departments	3,154.60
Norco	Various Departments	8,430.22
Norix Group	Various Departments	1,621.61
Norton Construction	Various Departments	11,545.00
OAG Flightview	Various Departments	43.46
Octane Garage	P & R-Bell Nob Golf Course	1,260.40
Office Depot	Various Departments	7,541.76
Office Shop Leasing	Emergency Management	1,427.64
ONeil Robert J	State & Fed Mandated Costs	1,125.00
Open Text	Information Technology Service	23,674.81
Opsec Security	County Treasurer	712.50
Optum Bank	Human Resources	1,228.50
OReilly Auto Parts	County Sheriff	21.97
Overdrive	CCPL-Main Branch	249.98
Overhead Door Co	Maintenance/Custodial	347.20
Pacer Service Center	County Sheriff	41.20
Pacific Steel Recyc	Landfill	2,445.39
Paintbrush Services	Various Departments	2,005.26
Pannell, James D.	Fair-General Admin	387.98
Papa Johns Pizza	Various Departments	29.90
PB Clerk	County Clerk	908.25
PB Global CDS	Children's Dev Svc-Gen Admin	191.34

PCA Engineering	Publ Work Capital Construction	3,055.70
Penny Newman Grain	Publ Work Capital Construction	32,505.30
Pepsi of Gillette	Fair-General Admin	297.00
Personal Frontiers	Various Departments	10,875.59
Pete Lien Sons	Road & Bridge	4,145.26
Peterbilt of Wyoming	Road & Bridge	56.51
PFM Asset Management	Commissioner's-Gen Cnty Costs	18,141.32
PharmChem	Sheriff-24/7	1,456.05
Pineview I&S District	1% Optional Sales Tax Fund	7,842.45
Pizza Hut	County Sheriff	71.00
Plains Tire Battery	County Sheriff	5,177.03
Plainsman Printing	County Clerk	11,700.34
Plant Shack	Various Departments	277.03
Playaway Library	Library-General Administration	19.99
PMCH	Payments In Lieu of Taxes Fund	8,938.00
Pond, Dwayne E.	Sheriff-Jail Facility	50.00
Poole, Amy J.	County Health Nurse	82.23
Post and Associates	Sheriff-Jail Facility	800.00
Postage Phone Library	Library-General Administration	6,000.00
Powder River Const	Various Departments	90,090.68
Powder River Energy Utilities	Various Departments	20,450.72
Powder River Exam	Northeast Wyoming Regional	120.00
Powder River Heating	Various Departments	12,246.05
Publishers Prime	Various Departments	1,837.96
Purvis Industries	Various Departments	3,846.61
Push Pedal Pull	P & R-Recreational Division	1,308.08
Qdoba Mexican Grill	Various Departments	761.00
Quadient	County Health Nurse	288.00
Quality Floor	Publ Work Capital Construction	26,486.00
Quick Lube One	County Sheriff	100.99
R B Tire	Various Departments	96.39
Rain Locker Car Wash	Various Departments	96.22
Raisley Painting	Various Departments	12,400.00
Ram Computer Supply	Children's Dev Svc-Gen Admin	266.99
Razor City Rental	Various Departments	283.38
Record Supply	Various Departments	4,971.85
Recreation Supply	P & R-Recreational Division	364.00
Red Tiger Well Serv	Maintenance/Custodial	17,804.89
Region VIII Head	Children's Dev-Early Head Start	72.00
ReportsNow	Information Technology Service	16,520.00
Resource Software	Information Technology Service	1,600.00
Respond First Aid	P & R-Ice Skating	239.30
Retractable Tech	Commissioner's-Grants	11,256.00
Ringer Law PC	State & Fed Mandated Costs	14,624.50
Robinson, Celeste Renee	Various Departments	159.20
Rocky Mtn Business	Various Departments	4,847.69

Rustic Hills I&S	1% Optional Sales Tax Fund	5,248.65
S S Builders	Various Departments	958,573.25
Salem Press	Various Departments	401.50
Sanofi Pasteur	Various Departments	3,855.60
Schurtz, Jessica R.	County Health Nurse	106.38
Schutz Foss Architects	Publ Work Capital Construction	38,360.00
Sentinel Offender	Various Departments	180.00
Servall Uniform	Road & Bridge	847.26
Seventy One Construction	Various Departments	511,529.35
Sheridan College	Commissioner's-Gen Cnty Costs	1,000.00
Sherwin Williams	P & R-Rockpile Community Ctr	104.07
Shoshone Distributing	Rockpile Museum - Gen Admin	359.82
Sign Boss	P & R-Bell Nob Golf Course	218.00
Simplot Partners	P & R-Bell Nob Golf Course	3,361.50
Simpsons Printing	County Treasurer	775.00
Sir Speedy	Various Departments	342.29
Sitech Wyoming	Landfill	687.00
Siteimprove	Information Technology Service	5,850.00
Smart Start	Adult Drug Court	224.00
Smith, Cody	Fair-General Admin	125.00
Snow Crest Chemicals	Various Departments	1,536.64
Source Office Tech	Various Departments	7,145.92
Southland Medical	County Coroner	57.27
Sowada, Felix	State & Fed Mandated Costs	250.00
Spencer Fluid Power	Landfill	212.13
Stotz Equipment	Various Departments	636.93
Structural Dynamics	Various Departments	46,375.35
Stulken Law	State & Fed Mandated Costs	850.00
Summit Food Services	Sheriff-Jail Facility	52,399.18
Sunshine Custom Pain	Human Resources	1,361.59
Surf N Suds	County Health Nurse	21.60
Sylvestri Custom	Prevention Management Org	2,531.50
Sysco Food Services	Children's Dev Svc-Preschool	4,035.74
Tabbert, Janell J.	Children's Dev Svc-Spec Ed	99.00
Target Digital	Rockpile Museum - Gen Admin	1,500.00
Teachers Corner Kids	Extension Dept-4-H Program	79.94
Temperature Tech	Publ Work Capital Construction	7,965.08
That Embroidery Place	Various Departments	136.16
The Grease Barrel	County Sheriff	245.00
The Range	P & R-Gen Adm	44.01
Thomas Y Pickett	County Assessor	27,000.00
Thompson, Janet	Fair-General Admin	125.00
Thomson Reuters West	County Attorney	711.01
Three D Equipment	Road & Bridge	350.00
Thunder Basin Ford	Northeast Wyoming Regional	214.64
Thyssenkrupp Elevator	Maintenance/Custodial	9,165.49

Timco Service Supply	Road & Bridge	70.00
Titan Machinery	Various Departments	3,537.51
Tractor Supply	P & R-Bell Nob Golf Course	44.98
Trigg, Karen J.	Fair-General Admin	300.00
Tru Tech Products	Various Departments	4.68
Tyler Tech	Various Departments	69,309.00
U S Post Extension	Extension Department	706.75
U S Post Treasurer	County Treasurer	240.00
Uline	Library-General Administration	546.14
United Parcel Serv	County Sheriff	40.02
Universal Athletic	Various Departments	1,620.72
Urbin Law Office	State & Fed Mandated Costs	6,336.40
USI Education Govn	Children's Dev Svc-Preschool	215.23
UW Financial Aid	Commissioner's-Gen Cnty Costs	1,500.00
UW Sponsored Prog	Prevention Management Org	4,715.00
Verizon Adlt Drg Court	Adult Drug Court	105.36
Verizon Attorney	County Attorney	32.55
Verizon Emergency Mgmt	Emergency Management	38.52
Verizon Juv Prob	Various Departments	210.72
Verizon Public Hlth	County Health Nurse	251.01
Verizon Public Works	Various Departments	652.83
Verizon Sheriff	Various Departments	10,207.40
Veto Enterprises	Fleet Sales Tax Funds	1,480.50
Visionary Broadband	Various Departments	5,777.18
Vista Leasing Co	Various Departments	7,948.80
Vital Records	Various Departments	630.20
Walker Funeral Home	County Health Officer	1,700.00
Wallem, Kelly J.	County Attorney	96.60
Walmart CDS	Various Departments	185.16
Walmart Clerk	County Clerk	5.96
Walmart Extension	Various Departments	1,327.59
Walmart ITS	Information Technology Service	111.40
Walmart Juv Prob	Various Departments	943.22
Walmart JFDC	Various Departments	998.73
Walmart Landfill	Landfill	70.56
Walmart Library	Various Departments	1,540.74
Walmart Park Rec	Various Departments	1,845.10
Walmart Public Hlth	Bioterrorism	101.09
Walmart Public Works	Public Works	17.62
Ward, James A.	Fair-General Admin	199.75
Waste Connections	Various Departments	2,802.91
Water Guy	Northeast Wyoming Regional	460.00
Wesco Distribution	Various Departments	4,054.45
Western Services	P & R-Parks	50.00
Western States Fire	Sheriff-Jail Facility	405.50
Western Stationers	Various Departments	1,764.01

Western Waste Solutions	Various Departments	920.92
Weston Co Gazette	Various Departments	39.00
Westwood Pharmacy	Sheriff-Jail Facility	3,257.76
Whites Energy Motors	County Sheriff	8,425.01
Wilkinson, Cathy	Fair-General Admin	125.00
Wilson, Klacy	Fair-General Admin	125.00
Wolf, Deena K.	Fair-General Admin	275.65
Wolff, Katie	Library-General Administration	300.00
Wolters Kluwer	Various Departments	341.82
Wood, Sarah	CCPL-Main Branch	90.00
Wood, Victoria E	Fair-General Admin	250.00
Work Warehouse	Human Resources	300.00
Wright Auto Parts	P & R-Parks	44.99
Wright Community	1% Optional Sales Tax Fund	3,130.00
Wright Water Sewer	Various Departments	4,209.01
WY Conf Building Official	Public Works	100.00
WY Dept Health Prev	Various Departments	834.00
WY Engineers Office	Public Works	50.00
WY Enterprise Tech	County Treasurer	34.57
WLEA	Various Departments	1,185.20
WY Public Def Adlitem	State & Fed Mandated Costs	31,369.78
WY Retirement Life	Campbell County General Fund	576.00
WY Retirement System	Various Departments	658,112.64
WY State Library	Various Departments	51,896.20
WY State Treasurer	State & Fed Mandated Costs	299.80
WY State Vet Lab	County Health Officer	6.51
WY Workforce Unemployment	Clerk-General County Costs	21,860.16
Wyoming Horsegirl Soap	Rockpile Museum - Gen Admin	221.90
Wyoming Machinery	Various Departments	23,824.76
Wyoming Marine	P & R-Parks	63.49
Wyoming Peace Office	County Sheriff	10.00
Wyoming Taxpayers	County Clerk	195.00
Wyoming Water Sol	Various Departments	996.97
Young, Ethan	Fair-General Admin	125.00
Youth Awards Comm	Fair-General Admin	3,500.00
Youth Emergency Serv	Various Departments	49,914.18
Zamboni	P & R-Ice Skating	423.01
Zoll Medical	Human Resources	2,798.00

The following are the claims for Part-Time Employees summarized by department for July 2020: Sheriff, 8,621.43; Public Works, 2,861.26; Coroner, 2,000.00; Extension, 4,567.75; District Clerk of Court, 936.57; Museum, 750.00; Public Health, 5,624.26; Public Works-Custodians, 3,869.05; Children's Center, 5,939.37; Library, 53,844.05; Fair, 5,842.38; Parks & Recreation, 144,471.31

Jim Hastings and Bob Vomhof provided public comment.

No open government topics were provided.

Commissioner Bell moved to appoint Tamala Schmidt to the Employee Recognition Committee to serve a three-year term ending June 30, 2023. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the Stuart Ranch Tower and Building Space Agreement between Campbell County and KCWC-TV/Wyoming (PBS) to utilize space on the Stuart Ranch Tower and equipment building from July 1, 2020 to June 31, 2022, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Service Provider Agreement between Campbell County and Youth Emergency Services, Inc. to provide Adolescent Substance Abuse Treatment for the Juvenile & Family Drug Court, in an amount not to exceed $22,350 from July 1, 2020 to June 30, 2021, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Service Provider Agreement between Campbell County and Personal Frontiers, Inc. to provide Adult Substance Abuse Treatment for the Juvenile & Family Drug Court Youth Intervention Track, in an amount not to exceed $51,184.84 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 Service Provider Agreement between Campbell County and Counseling Connections, LLC to provide Individual and Family Therapy and Mental Health Needs Assessments for the Juvenile & Family Drug Court, in an amount not to exceed $53,747.70 from July 1, 2020 to June 30, 2021, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Kevin King provided a District Support Grant Annual Report for FY 2019-20.

Commissioner Shelstad moved to approve the District Support Grant Application for the Rocky Point Improvement and Service District in an amount not to exceed $594 from the Optional One Percent Sales Tax fund for application of 2,000 gallons of mag chloride dust control on Rocky Point Drive, Gravel Road Priority 6, as recommended by the Campbell County Department of Public Works. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the simple subdivision for Nick Johnson, Case Number 20.03 CRSD, to divide 101.78 acres into two (2) parcels, 10 acres and 91.78 acres in size, pending completion of all planning considerations, as recommended and presented by the Campbell County Planning Commission and Department of Public Works. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve Resolution Number 2050 authorizing the submission of the Congestion Mitigation and Air Quality (CMAQ) to the Wyoming Department of

Transportation to purchase dust suppression chemicals for county roads, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the quote and terms between Campbell County and Tyler Technologies for the Historical Index Module, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the Report of Valuations, Levies and Taxes for 2020, as presented by Troy Clements, Campbell County Assessor. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the Easement Agreement between Campbell County and the City of Gillette to utilize a portion of property for a pedestrian walkway, Donkey Creek Connections Pathway, for use by the general public, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

A Public Hearing was held at 10:30 AM for the purpose of hearing comments on the Chapter 4 Proposed Amendments.

Commissioner Bell moved to take under advisement the amendments to Chapter 4 Rules Regulating Construction. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Discussion was held with Stuart and Brandy Blessing along with Liz Edwards, Fair Coordinator and members of the Fair Board on a complaint the Commissioners had received.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 11:40 AM. The next regular meeting of the Commissioners will be held Tuesday, August 18, 2020, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County 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

Office of County Commissioners
August 3, 2020
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, August 3, 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; Carol Seeger, Commissioners Administrative Director; Kevin Geis, Road and Bridge Director; Kevin King, Public Works Director and Jenny Staeben, Deputy County Attorney.

Discussion was held on position vacancy justifications for Children's Developmental Services, Public Works/Facilities Maintenance and Sheriff's Office.

Commissioner Bell provided an update on the possibility of Street Outlaws filming in Campbell County.

Rick Mansur, Parks & Recreation Director and Dwayne Dillinger, Golf Superintendent discussed the possibility of Bell Nob being selected for the LGPA in August of 2021.

The Commissioners provided their liaison reports.

Kevin Geis, provided updates on mowing, fire support, road patching, ribbon cutting on the North Garner Lake Road project, the new shop and the CMAQ application.

Kevin King discussed a proposed seed policy, project updates, airport roof project, parking garage and the Southern Campbell County Road project.

Discussion was held on the Library door project.

Discussion was held on the proposed rules to dispose of wind turbines. It was the consensus of the Commissioners for Carol Seeger to send a letter in support of the concept.

Discussion was held on Hometown Heroes/Monuments, county inventory of facilities, space issues and the grant application for Chapter 39 Coronavirus Relief Grants.

Commissioner Maul moved to approve sending a letter to the Department of Agriculture on the Thunder Basin National Grassland Amendment. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Brandy Elder recognized Crystal Nichols and Bill Beastrom for their work on the hail insurance claims and moving the Health Coach into an office located in Public Works and provided an updated on the Segal Waters employee evaluations and training.

There being no further business to come before the Commissioners, the meeting was adjourned at 3:30 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Clerk of District Court
July 2020
Monthly Statement

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

The State of Wyoming }ss.
County of Campbell

This instrument was filed
on the____day of_____
20_____.

_____
County Clerk

By_____
Deputy

MONTHLY STATEMENT

Statement of the Earnings or Collections of Cheryl Chitwood as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending July, 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	$	6,840.00
Probate Fees	4-041-0000	$	2,480.00
Fines	5-001-0000	$	7,999.69
Jury Fees	4-044-0000	$	750.00
Miscellaneous Fees	4-043-0000	$	7,911.22
	Total Earnings		$ 25,980.91

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 August, 2020.

Cheryl Chitwood

Cheryl Chitwood, Clerk

COUNTY CLERK
JULY 2020
MONTHLY STATEMENT

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

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The State of Wyoming }
County of Campbell } ss.

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

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 JULY 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.

45560-Recording Fees	$24,262.00
45610-Marriage Licenses	$1,410.00
45570-Chattel Mortgages	$15,058.00
45580-Certificates of Titles	$35,910.00
45560-Misc Receipts Vault	$1,404.05
45620-Misc Receipts Front	$10.00
45600-VINS	$4,650.00
TOTAL	$82,704.05

Info for Treasurer's Office

WY Titles	2,394	@ $15.00	=	$35,910.00
SO Vins	195	@ $10.00	=	$1,950.00
PD Vins	248	@ $10.00	=	$2,480.00
GF Vins	21	@ $10.00	=	$210.00
HP Vins	1	@ $10.00	=	$10.00
WC Vins		@ $10.00	=	

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 5TH day of AUGUST, 2020

Susan F. Saunders, Campbell County Clerk

BY: Sharon R. Sears, Deputy

Sheriff's Dept
July 2020
Monthly Statement

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

State of Wyoming }
County of Campbell } ss.

This instrument was filed
on this ____ day of _____
20 _____.

_____
County Clerk

By _____
Deputy

MONTHLY SHERIFF'S STATEMENT

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

	Service Fees	5020.00
	Fingerprint Fees	385.00
	Background Fees	81.00
	Copy Fees	100.50
	Notary Fees	20.00
	Sheriff's Sale & Sheriff's Certificate Fees	372.50
	Executions	0.00
COUNTY SHERIFF	Concealed Firearm Permit Fees	890.00
	Sex Offender Registration Fees	676.25
	Salvage Vehicle Sales	2,500.00
	Towing Fees	835.00
	Foreclosure Sales	110,000.00
	Misc. Refund	0.00
	General Fund	1,220.00
	E911	0.00
	Town of Wright Reimbursement	1,479.30
	Town of Wright 911	74,000.00
	Campbell County Fire Department 911	15,000.00
	Campbell County Health 911	12,500.00
	WASCOP Grant	
		225,079.55

STATE OF WYOMING

§

COUNTY OF CAMPBELL

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

WITNESS my hand and seal this 1st day of August, 2020.

Sheriff of Campbell County

SHERIFF'S OFFICE - DETENTION
MONTHLY REPORT
JULY 2020

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

The State of Wyoming }
County of Campbell } ss.

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

CAMPBELL COUNTY
SHERIFF'S OFFICE

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 ***July 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

Juvenile Housing	$225.00
24/7 Program	$248.25
Town of Wright Housing	$85.00
Blood Draw	$250.00
Restitution	$62.50
Housing-Other	$325.00
City of Gillette Housing	$6,350.00
*****U.S. Marshal Housing*****	$2,015.00
*****Juvenile Housing*****	$2,325.00
*****24/7 Program*****	$4,986.75
TOTAL	**$16,872.50**

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

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

Date: 8-5-2020

US Chuck Reynolds
17-2

Scott D. Matheny
Campbell County Sheriff

PUBLIC NOTICE

Pursuant to the requirements of WY Statute 18-3-516 (b) (i), the Board of County Commissioners, Campbell County, Wyoming, publish and declare the following to be a listing by name, position, gross annual salary and overtime paid of each full time employee and elected official. All salaries listed are gross annual salaries or actual annual wages and overtime paid, not including any fringe benefits such as health insurance cost, life insurance benefits or pension plan payments.

		Annual Salary	Overtime Paid
County Commissioners			
Rusty Bell	County Commissioner	$37,500.00	$0.00
Colleen Faber	County Commissioner	$37,500.00	$0.00
Robert Maul	County Commissioner	$37,500.00	$0.00
DG Reardon	County Commissioner	$37,500.00	$0.00
Del Shelstad	County Commissioner	$37,500.00	$0.00
Scott Appley	Adult Treatment Court Case Manager	$53,830.40	$67.59
Chad Beeman	Treatment Court Coordinator	$68,728.01	$0.00
Sandra Beeman	Senior Administrative Assistant	$54,204.80	$0.00
Anthony S. Langone	Fleet Manager	$63,670.43	$0.00
Kolby Matheny	Adult Treatment Court Case Manager	$55,806.40	$0.00
Ivy McGowan-Castleberry	Public Information Coordinator	$70,077.03	$0.00
Bethany Raab	Grants Specialist	$50,689.60	$0.00
Breanne Ramirez	Administrative Assistant II	$45,011.20	$0.00
Carol Seeger	Executive Director	$115,000.00	$0.00
County Clerk			
Susan F. Saunders	County Clerk	$100,000.00	$0.00
Kendra Anderson	Chief Deputy County Clerk	$63,410.05	$0.00
Mary Becker	Deputy Clerk I	$34,320.00	$133.69
Jean Carmien	Deputy Clerk III	$49,483.20	$0.00
Alishia Cartwright	Deputy Clerk III	$50,752.00	$0.00
Kari Clausen	Deputy Clerk II	$36,254.40	$0.00
Marie Coleman	Deputy Clerk III	$43,430.40	$0.00
Lucinda Ewing	Accounting Specialist	$56,867.20	$1,862.60
Linda Grose	Senior Deputy Clerk	$62,732.80	$0.00
Sharon Groves	Senior Deputy Clerk	$62,732.80	$8,184.67
Raylene Hart	Deputy Clerk III	$52,790.40	$1,540.02
Amanda Milnes	Payroll Specialist	$51,854.40	$0.00
Belinda Roos	Accounting Manager	$73,252.22	$0.00
Patricia Sharp-Saenz	Deputy Clerk III	$45,177.60	$4,590.76
Charity Stewart	Elections Coordinator	$56,804.80	$0.00
Angela Wade	Deputy Clerk III	$45,801.60	$0.00
Sharry Walter	Deputy Clerk III	$40,580.80	$0.00
Jodie Warlow	Deputy Clerk II	$37,148.80	$0.00
Teresa Wilcox	Deputy Clerk III	$49,608.00	$2,739.56
County Treasurer			
Rachael Knust	County Treasurer	$100,000.00	$0.00
Crystal Conley	Chief Deputy County Treasurer	$63,270.38	$0.00
Yvonne Wagner	Chief Deputy County Treasurer	$62,483.20	$0.00
Shawna Behunin	Deputy County Treasurer I	$33,280.00	$0.00

Allie Buechler	Deputy County Treasurer III	$40,809.60	$0.00
Krystal Burciaga	Deputy County Treasurer III	$40,872.00	$0.00
Angela Dahl	Deputy County Treasurer III	$43,368.00	$0.00
Catherine Dowdy	Deputy County Treasurer III	$52,790.40	$0.00
Nichole Harvey	Deputy County Treasurer II	$36,254.40	$0.00
Ronda Hunter	Deputy County Treasurer III	$52,790.40	$0.00
Heather Jackman	Deputy County Treasurer I	$34,361.60	$0.00
Marlo Kruckenberg	Deputy County Treasurer III	$50,356.80	$0.00
Tamaira Morel	Deputy County Treasurer I	$34,382.40	$0.00
Michelle Woodard	Deputy County Treasurer III	$41,059.20	$0.00
County Assessor			
Troy D. Clements	County Assessor	$100,000.00	$0.00
Lisa Back	Chief Deputy County Assessor	$74,588.80	$0.00
Patricia A. Brown	Appraiser	$50,190.40	$0.00
Jacquelyn Casey	Senior Appraiser	$59,904.00	$0.00
Christillina Fichter	Senior Appraiser	$51,646.40	$0.00
Alicia Gilliland	GIS Specialist	$62,108.80	$0.00
Cynthia Langley	Senior Appraiser	$62,732.80	$0.00
Dustin Pedersen	Appraiser	$43,638.40	$0.00
Starla Reynolds	Appraiser	$43,638.40	$0.00
Shanda Shatzer	Senior Appraiser	$59,696.00	$0.00
Erin Slattery	Senior Appraiser	$59,904.00	$0.00
County Sheriff			
Scott D. Matheny	County Sheriff	$100,000.00	$0.00
Carlson T. Akers	Senior Deputy Sheriff	$70,179.20	$1,430.70
Jill Baier	Financial Services Manager	$71,011.20	$780.99
Amanda D. Baker	Senior Administrative Assistant	$45,635.20	$76.80
Gregory A. Baker	Senior Deputy Sheriff	$70,179.20	$1,809.16
Aaron Baliles	Deputy Sheriff	$53,497.60	$3,589.33
Bradley J. Blauert	Deputy Sheriff	$54,828.80	$2,749.82
Shannon Brown	Administrative Assistant	$35,006.40	$0.00
Alicia Burg	Information Technology Specialist	$46,945.60	$171.77
Carson Cale	Deputy Sheriff	$52,187.20	$995.33
Jeffrey Carter	Deputy Sheriff	$54,828.80	$1,761.66
Justin Cody	Senior Deputy Sheriff	$60,528.00	$644.05
Tyler Cox	Deputy Sheriff	$56,201.60	$5,360.65
Eric Coxbill	Senior Deputy Sheriff	$63,585.60	$1,722.51
Joshua Dedic	Senior Deputy Sheriff	$60,528.00	$3,366.60
Robin Dockery	Senior Communications Technician	$47,902.40	$66.21
Wade Dupuis	Senior Deputy Sheriff	$60,528.00	$5,021.71
Harry L. Einfalt Jr.	Senior Deputy Sheriff	$70,179.20	$2,323.89
Aaron English	Senior Deputy Sheriff	$63,585.60	$1,227.60
Justin Feddersen	Senior Deputy Sheriff	$68,473.60	$2,960.02
Judy A. Field	Senior Administrative Assistant	$50,731.20	$27.44
Benjamin Gauthier	Senior Deputy Sheriff	$60,528.00	$327.38
George Brock	Deputy Sheriff	$53,497.60	$1,587.99
Ernest L. Gibson	Senior Deputy Sheriff	$68,473.60	$409.59
Benjamin R. Goold	Senior Deputy Sheriff	$66,809.60	$2,165.87

David Hauber	Senior Deputy Sheriff	$70,179.20	$669.68
Wendy Herman	Senior Communications Technician	$62,732.80	$11.31
Michael J. Hieb	Sergeant	$85,508.80	$2,371.53
Troy R. Hipsag	Senior Deputy Sheriff	$70,179.20	$1,152.07
Edmond Holden	Senior Deputy Sheriff	$68,473.60	$2,317.47
Karen Holland	Administrative Assistant	$35,006.40	$16.83
April M. Hunt	Senior Communications Technician	$62,732.80	$56.55
Janaia M. Hyland	Sergeant	$85,508.80	$681.83
James R. Innes	Corporal	$70,179.20	$1,409.81
Richard Johnson	Senior Deputy Sheriff	$70,179.20	$449.93
Ryan Kellison	Deputy Sheriff	$57,595.20	$545.56
Carrie Knickerbocker	Communications Technician	$43,076.80	$118.62
Joshua Knittel	Senior Deputy Sheriff	$65,166.40	$4,415.56
Derek Lang	Deputy Sheriff	$53,497.60	$1,338.33
Richard W. Lang	Senior Deputy Sheriff	$65,166.40	$1,656.81
Brenden Lloyd	Deputy Sheriff	$52,187.20	$1,005.01
Daniel L. Maul	Sergeant	$79,414.40	$524.89
Deana Maul	Senior Communications Technician	$48,256.00	$34.80
Jesse J. McColley	Senior Communications Technician	$62,732.80	$22.25
Jeffery M. Mooney	Corporal	$71,947.20	$854.95
Joel H. Morgan Jr.	Senior Deputy Sheriff	$65,166.40	$1,017.66
Paul Nolan	Deputy Sheriff	$56,201.60	$4,038.02
Trevor B. Osborn	Senior Deputy Sheriff	$70,179.20	$446.61
Mary L. Padova	Senior Deputy Sheriff	$70,179.20	$738.18
Stacy R. Palmer	Administrative Coordinator	$59,737.60	$560.04
Michelle Palo	Communications Technician	$43,076.80	$128.52
Carrie A. Patton	Senior Communications Technician	$62,732.80	$803.01
Paul Pownall	Lieutenant	$92,085.28	$1,682.16
Daniel Preston	Senior Deputy Sheriff	$70,179.20	$118.88
Robert E. Proffitt	Senior Deputy Sheriff	$62,025.60	$1,314.91
Daniel Provost	Senior Deputy Sheriff	$59,051.20	$470.63
Quent L. Reynolds	Undersheriff	$115,001.90	$0.00
Kyle Rhoades	Deputy Sheriff	$56,201.60	$1,691.14
Gary D. Sams	Sergeant	$85,508.80	$438.86
Eric M. Seeman	Captain	$115,001.90	$0.00
Michalene D. Seeman	Office Manager	$71,552.00	$1,442.96
Marlene M. Sharpe	Corporal	$75,587.20	$3,308.35
Martin L. Spencer	Senior Deputy Sheriff	$70,179.20	$1,113.21
Brittany Spillum	Senior Deputy Sheriff	$70,179.20	$268.93
Tyler Stearns	Senior Deputy Sheriff	$59,051.20	$1,205.60
Austin Tennant	Deputy Sheriff	$52,187.20	$1,335.30
Ryan D. Undeberg	Senior Deputy Sheriff	$65,166.40	$925.80
Christopher Urman	Senior Deputy Sheriff	$60,528.00	$527.59
Harold Vassar	Senior Deputy Sheriff	$70,179.20	$44.10
Tommie Verhasselt	Deputy Sheriff	$57,595.20	$2,249.45
Brenda Vonsik	Senior Communications Technician	$62,732.80	$113.10
Monica Wasson	Senior Communications Technician	$56,721.60	$184.07
Ryan Wells	Deputy Sheriff	$52,187.20	$695.17
Dawn Wentling	Senior Communications Technician	$62,732.80	$203.58
Dottie White-Marcus	Senior Communications Technician	$61,921.60	$44.66

Connie Williams	Senior Administrative Assistant	$41,787.20	$7.53
Joey L. Williams	Communications Supervisor	$74,588.80	$174.82
Sean Allen	Detention Officer	$52,187.20	$199.50
Jacob Aten	Detention Officer	$53,497.60	$2,578.77
Starla Baer	Administravtive Assistant	$38,417.60	$105.69
Clarence Barry Jr.	Detention Corporal	$70,179.20	$1,647.49
Ashley Baumfalk	Senior Detention Officer	$59,051.20	$700.29
Evan Bazemore	Detention Officer	$57,595.20	$339.50
Mark Besich	Detention Officer	$52,187.20	$33.45
Nena Bevilaqua	Senior Detention Officer	$70,179.20	$332.86
Blake Biwer	Detention Officer	$50,918.40	$1,819.15
Matthew W. Boer	Senior Detention Officer	$63,585.60	$2,499.04
Lori J. Cada	Correctional Health Nurse	$74,318.40	$446.07
Ty Case	Detention Officer	$54,828.80	$170.67
Samuel Cates	Detention Officer	$52,187.20	$714.80
Julie M. Centner	Health Services Manager	$93,100.80	$0.00
Stephanie Cooper	Licensed Practical Nurse	$51,937.60	$1,296.24
William Dahmer	Detention Officer	$56,201.60	$0.00
Carl R. Dick Jr.	Senior Detention Officer	$66,809.60	$2,160.13
Thomas Dodge	Detention Officer	$52,187.20	$828.76
Mara L. Donathan	Detention Sergeant	$83,428.80	$1,038.91
Christopher Dymond	Senior Maintence Technician	$61,360.00	$1,168.90
Ealy Savannah	Administrative Assistant	$33,259.20	$0.00
Karla D. Eason	Senior Detention Officer	$70,179.20	$764.89
Edward E. Evenson	Senior Detention Officer	$62,025.60	$2,081.88
Jacob French	Detention Officer	$56,201.60	$162.12
Kelly Gaskins	Detention Officer	$52,187.20	$433.51
Matthew R. Goold	Detention Corporal	$68,473.60	$3,809.91
Kayla Graves	Detention Officer	$56,201.60	$5,744.74
Jennifer L. Green	Senior Detention Officer	$68,473.60	$484.67
John W. Gutierrez	Detention Corporal	$73,736.00	$1,314.79
Christopher D. Hahn	Detention Officer	$54,828.80	$1,338.63
Lauren Hardy	Administrative Assistant	$37,336.00	$367.03
Jamie Hatcher	Correctional Health Nurse	$67,932.80	$720.08
Jeremy B. Hatcher	Detention Officer	$54,828.80	$544.82
Laurinda Hathorn	Senior Detention Officer	$68,473.60	$547.77
Jonathan Herman	Detention Officer	$52,187.20	$18.82
Penny C. Hottell	Senior Detention Officer	$63,585.60	$2,786.83
Austin A. Hunter	Senior Detention Officer	$68,473.60	$12,376.98
James Jonas III	Detention Officer	$56,201.60	$518.88
Rita A. Jordan	Detention Sergeant	$85,508.80	$1,904.44
Christopher Just	Detention Sergeant	$85,508.80	$5,306.86
Tracy Keffeler	Facility Supervisor	$71,011.20	$870.61
Cassie Kellison	Detention Officer	$53,497.60	$583.69
Kyra King	Detention Officer	$50,918.40	$848.60
Hannah Lacour	Detention Officer	$53,497.60	$832.59
Patrick L. Loesch	Detention Corporal	$73,736.00	$3,066.68
Kurt Lubben	Detention Officer	$52,187.20	$141.13
Anna Madrid	Detention Officer	$50,918.40	$910.26
Nathan Mathews	Detention Officer	$50,918.40	$165.24

Sarah G. McNeil	Administrative Assistant	$36,233.60	$112.36
Catrina Mealey	Senior Detention Officer	$59,051.20	$1,092.90
Gregg D. Mentzel	Detention Officer	$54,828.80	$189.46
Aspen Naylor	Detention Officer	$53,497.60	$115.74
Thomas K. O'Neal II	Lieutenant	$96,747.10	$0.00
Dwayne Pond	Senior Maintenance Technician	$62,732.80	$795.47
Jordan Potter	Detention Officer	$50,918.40	$1,785.09
Lacey Prather	Detention Officer	$57,595.20	$450.74
Jamie Provost	Detention Officer	$54,828.80	$491.37
Aspen L. Rech	Detention Sergeant	$81,390.40	$1,026.51
Dawn Rech	Detention Officer	$54,828.80	$1,653.72
Sara Ross	Detention Officer	$52,187.20	$2,031.35
Andrew Ruff	Detention Officer	$50,918.40	$929.63
Joseph Salo	Senior Detention Officer	$68,473.60	$814.01
Devon Snowden	Detention Officer	$50,918.40	$641.20
Jennifer L. Teasley	Senior Detention Officer	$70,179.20	$616.34
Kevin Theis	Sheriffs Captain	$106,790.69	$0.00
Ryan Thomas	Detention Officer	$52,187.20	$2,904.12
Shelley J. Walker	Administrative Coordinator	$59,737.60	$35.90
Jeanette M. Graves	Senior Animal Control Officer	$65,936.00	$614.20
Kathleen D. Spencer	Senior Animal Control Officer	$50,336.00	$208.79
Murel F. Brink	Senior Deputy Sheriff	$70,179.20	$364.56
Dennis Brown	Senior Deputy Sheriff	$60,528.00	$852.91
Kiana Hunter	Adminstrative Assistant	$38,937.60	$421.11
Keith Lind	Senior Deputy Sheriff	$68,473.60	$1,051.79
Levi Mellott	Senior Detention Officer	$63,585.60	$2,568.25
Scott A. Mooney	Sergeant	$85,508.80	$1,384.05
Vicki L. Schumacher	Senior Deputy Sheriff	$70,179.20	$403.42
County Attorney			
Ronald Wirthwein	County Attorney	$100,000.00	$0.00
Joye E. Allen	Legal Assistant	$39,520.00	$0.00
Jonah Buckley	Deputy Attorney	$89,173.40	$0.00
Maureen A. Costello	Senior Legal Assistant	$56,284.80	$0.00
Charlene Edwards	Deputy Attorney	$107,972.80	$0.00
Monica Eskew-Weber	Victim/Witness Coordinator	$71,011.20	$0.00
Kyle Ferris	Deputy Attorney	$89,548.38	$0.00
Lyla Fevold	Senior Legal Assistant	$56,867.20	$0.00
Maria Franz	Legal Assistant	$45,926.40	$0.00
Brandy Harder	Victim/Witness Coordinator	$61,776.00	$0.00
Nathan Henkes	Chief Deputy Attorney	$114,046.70	$0.00
Staci Jackson	Legal Assistant	$45,448.00	$0.00
Briana Keller	Legal Assistant	$39,520.00	$0.00
Teresa Kirkpatrick	Senior Legal Assistant	$50,294.40	$0.00
Christa Kosola	Legal Assistant	$39,520.00	$0.00
Dawn Livesay	Legal Assistant	$45,697.60	$0.00
Steven McManamen	Deputy Attorney	$85,181.60	$0.00
Corinne Miller	Deputy Attorney	$88,000.00	$0.00
Randall J. Monk	Juvenile Diversion Officer	$66,643.20	$0.00
Marcy Owens	Senior Legal Assistant	$52,457.60	$0.00

Daniel Reade	Deputy Attorney	$97,724.57	$0.00
Emily Simper	Deputy Attorney	$80,000.00	$0.00
Jenny Staeben	Deputy Attorney	$86,769.23	$0.00
Sara Tappen	Deputy Attorney	$85,855.32	$0.00
Elizabeth Thrailkill	Legal Assistant	$47,611.20	$0.00
Vikkie G. Vavra	Legal Assistant	$49,025.60	$0.00
Kelly J. Wallem	Office Manager	$59,737.60	$0.00
Erica Wood	Juvenile Diversion Officer	$74,588.80	$0.00
Public Works			
Kevin King	Executive Director	$125,216.00	$0.00
Wendy Balo	Senior Financial Specialist	$53,372.80	$1,203.03
Natalie Buchwald	GIS Analyst	$67,246.40	$0.00
Jeffrery Holder	Building Code Official	$95,874.64	$0.00
Anthony Knievel	Chief Surveyor	$93,100.80	$0.00
Clark Melinkovich	Senior Engineer	$93,100.80	$0.00
Megan Nelms	Planner/Zoning Administrator	$81,811.45	$0.00
Corey Nestor	Engineering Technician	$70,720.00	$0.00
Sam Proffer	Senior Building Inspector	$71,052.80	$0.00
Angela Siegel	Senior Administrative Assistant	$52,790.40	$0.00
Alva W. Baughman	Senior Equipment Operator	$56,867.20	$78.61
Dewayne Birdsley	Mechanic	$53,705.60	$1,432.54
Donald Blakesley	Senior Equipment Operator	$50,440.00	$369.02
Marie A. Boyle	Financial Specialist	$52,790.40	$4,387.60
Paul Candelaria	Recycling Center Technician	$41,246.40	$0.00
David E. Esquibel	Equipment Operator	$49,732.80	$133.54
Gary J. Jones	Recycling Center Technician	$39,520.00	$0.00
Blane Lowrey	Senior Equipment Operator	$56,867.20	$529.72
Lonnie R. Lueck	Landfill Supervisor	$65,936.00	$237.75
Shawn C. Moyle	Senior Equipment Operator	$56,867.20	$563.89
Matthew Olsen	Environmental Services Mgr	$95,071.38	$0.00
Clifford J. Rook	Senior Equipment Operator	$56,763.20	$754.30
Julie A. Ruff	Recycling Center Supervisor	$65,936.00	$0.00
Sean Schelske	Senior Equipment Operator	$47,673.60	$0.00
Joey Schipman	Financial Technician	$42,016.00	$237.35
Brad Septka	Landfill Supervisor	$58,718.40	$581.91
Justin R. Veyna	Senior Equipment Operator	$56,867.20	$0.00
Donna Baker	Custodian II	$37,668.80	$0.00
William Beastrom	Facilities Manager	$94,723.60	$0.00
Gary A. Day	Master Maintenance Technician	$60,528.00	$0.00
Clinton Ellis	Master Maintenance Technician	$56,804.80	$0.00
John H. Evans	Master Maintenance Technician	$58,864.00	$0.00
Lyle Foster	Maintenance Supervisor	$62,483.20	$0.00
Rosalina Garcia	Custodian I	$29,515.20	$0.00
Luke Kuenzel	Master Maintenance Technician	$56,804.80	$0.00
Katrinia Larsen	Custodian I	$33,072.00	$0.00
Kristi Larsen	Custodian II	$33,945.60	$0.00
Coretta Mills	Custodian II	$40,248.00	$4.84
Sara Miranda	Custodian II	$34,236.80	$0.00
Cody Montgomery	Custodian I	$29,515.20	$0.00

Clara Noyola Rosiles	Custodian II	$35,235.20	$0.00
Roxanne Peterson	Senior Custodian	$36,920.00	$0.00
Todd A. Rahskopf	Custodian II	$34,715.20	$0.00
Melania Rodriguez	Custodian I	$29,515.20	$0.00
Sherry Smith	Custodian I	$31,366.40	$0.00
Sheryl Spreitzer	Senior Custodian	$41,454.40	$0.00
Magaret Stanojev	Senior Custodian	$40,393.60	$282.71
Mark Starr	Custodial Supervisor	$51,563.20	$0.00
Donna Stuber	Custodian I	$32,115.20	$0.00
Stephanie Sundstrom	Custodian I	$29,515.20	$0.00
John C. Tafel	Custodian II	$34,652.80	$0.00
Curtis Wendling	Master Maintenance Technician	$71,884.80	$0.00
Ariel Wood	Custodian I	$29,515.20	$122.39
Ted Zahn	Senior Maintenance Technician	$62,732.80	$0.00
Coroner			
Paul Wallem	County Coroner	$100,000.00	$0.00
Extension Office			
Treasure Boller	Administrative Assistant	$39,769.60	$0.00
Mandy Reynolds	Senior Administrative Assistant	$52,790.40	$0.00
Meredith Hoggatt	Horticulture Program Coordinator	$48,984.00	$0.00
Clerk of District Court			
Cheryl E. Chitwood	Clerk of District Court	$100,000.00	$0.00
Pamela J. Merchen	Chief Deputy District Court Clerk	$63,696.08	$0.00
Richard Beenken	Deputy Dist. Court Clerk II	$36,254.40	$0.00
Ellen Cooper	Deputy Dist. Court Clerk III	$48,276.80	$0.00
Stefanie Kapinus	Deputy Dist. Court Clerk II	$36,254.40	$0.00
Courtney Leair	Deputy Dist. Court Clerk I	$35,360.00	$0.00
Dawn Nichols	Senior Deputy Dist. Court Clerk	$46,571.20	$0.00
Tianna Stilson	Deputy Dist. Court Clerk III	$39,520.00	$0.00
Mandy Thomas	Deputy Dist. Court Clerk I	$35,360.00	$0.00
Tana Thompson	Deputy Dist. Court Clerk I	$35,360.00	$7.97
Lindsey Zwirn	Deputy Dist. Court Clerk II	$36,254.40	$0.00
Road & Bridge			
Kevin Geis	Director	$122,159.34	$0.00
Daniel Brimmer	Senior Equipment Operator	$56,867.20	$5,269.82
Robert Campbell	Senior Equipment Operator	$56,867.20	$2,405.97
John Casteel	Senior Equipment Operator	$56,867.20	$17,214.03
Daniel Fradette	Senior Equipment Operator	$56,867.20	$6,864.43
Brett C. Geck	Senior Equipment Operator	$55,536.00	$4,282.94
Elden Grewell	Senior Equipment Operator	$56,867.20	$5,023.75
Duane Haney	Senior Equipment Operator	$56,867.20	$5,122.87
Mark Hanson	Equipment Maintenance Supervisor	$72,467.20	$11,401.49
Tony Hanson	Senior Equipment Operator	$51,064.00	$8,684.03
Jay Hostetter	Road & Bridge Superintendent	$93,100.80	$0.00
Kurt Kissack	Senior Equipment Operator	$54,246.40	$4,656.63
Charity Knopp	Administrative Assistant	$39,145.60	$448.72

Leigh Lassle	Senior Mechanic	$61,859.20	$844.82
Victor Lubkeman	Equipment Operator	$48,214.40	$9,658.83
Trevor Lynde	Senior Equipment Operator	$54,080.00	$3,461.51
Blaine McCart	Equipment Operator	$47,403.20	$5,704.51
Willard McPheeters III	Senior Equipment Operator	$56,867.20	$6,277.95
Curt Miller	Senior Equipment Operator	$56,867.20	$4,271.89
Brad Olsen	Senior Mechanic	$62,566.40	$6,493.68
Shawn Orgaard	Senior Equipment Operator	$56,867.20	$1,719.03
Joe Paulson	Senior Mechanic	$62,732.80	$11,331.91
Brian Penrose	Senior Mechanic	$62,732.80	$4,116.84
Gary A. Plessner	Senior Equipment Operator	$56,867.20	$3,923.36
Corey Powers	Senior Equipment Operator	$56,867.20	$8,919.73
Darrell V. Reynolds Jr.	Senior Equipment Operator	$56,867.20	$13,215.77
Darrell V. Reynolds	Senior Equipment Operator	$56,867.20	$8,479.17
John Schjei	Equipment Operator	$52,291.20	$4,950.43
Kelly Smith	Road & Bridge Superintendent	$90,439.29	$0.00
Shelley F. Smith	Senior Equipment Operator	$56,867.20	$6,992.09
Gavin Sneathen	Equipment Operator	$48,526.40	$3,111.64
John N. Stotz	Senior Equipment Operator	$56,867.20	$11,882.70
Loren Taylor	Equipment Operator	$51,812.80	$6,040.80
Lorraine Terrell	Office Manager	$60,902.40	$4,036.98
Dale Theunissen	Senior Equipment Operator	$56,867.20	$5,539.79
Jason Wichert	Senior Equipment Operator	$56,867.20	$4,893.88
Kyle Wood	Equipment Operator	$46,592.00	$487.20
Human Resources			
Brandy Elder	Executive Director	$100,765.68	$0.00
Susan Goff	Senior Administrative Assistant	$51,563.20	$0.00
Faye K. Jorgenson	HR/Risk Management Generalist	$65,083.20	$0.00
Melissia Kershner	HR/Risk Management Generalist	$61,526.40	$0.00
Crystal Nichols	HR/Risk Management Generalist	$60,881.60	$0.00
Public Health Department			
Kirtikumar L. Patel	County Health Officer	$22,048.00	$0.00
Jane Glaser	Public Health Director	$106,600.36	$0.00
Jennifer Bowman	Senior Public Health Nurse	$51,646.40	$0.00
Joli Carr	Senior Public Health Nurse	$71,588.80	$0.00
Nicole Damian	Public Health Nurse	$53,289.60	$0.00
Deanna Dinsmoore	Senior Financial Specialist	$59,737.60	$0.00
Brooke L. Ekstrom	Senior Public Health Nurse	$57,477.42	$0.00
Amber Grubb	Senior Public Health Nurse	$70,111.99	$0.00
Kelly Hubbard	Public Health Nurse Manager	$82,326.40	$0.00
Becky L. Huff	Administrative Assistant	$37,044.80	$0.00
Rebecca R. Jimenez	Senior Administrative Assistant	$40,560.00	$0.00
Reba Lindblom	Public Health Nurse Manager	$82,326.40	$0.00
Amy Poole	Public Health Nurse	$53,289.60	$0.00
Heather D. Reede	Senior Public Health Nurse	$68,096.92	$0.00
Jessica Schurtz	Public Health Nurse	$54,653.81	$0.00
Randy Bury	Public Health Response Coordinator	$54,361.79	$0.00
Sasha Beck	WIC Office Specialist	$36,566.40	$0.00

Connie Hansen	WIC Supervisor	$74,588.80	$0.00
Ashley McRae	Community Prevention Specialist	$52,457.69	$0.00
I.T.S.			
Phillip W. Harvey	Information Technology Service Manager	$107,972.80	$0.00
Dustin Cooper	Senior Network Support Analyst	$78,395.20	$0.00
Anthony Danaher	Senior Network Support Analyst	$78,395.20	$0.00
Guadalupe Galvan	Senior Programmer Analyst	$78,395.20	$0.00
David Kelsay	Network Support Analyst	$75,608.00	$0.00
Beth Kirsch	Senior System Support Analyst	$78,395.20	$0.00
Rhonda Larmer	Senior System Support Analyst	$78,395.20	$0.00
Nicole Lindahl	Senior Programmer Analyst	$78,395.20	$0.00
Natalie Linneman	Senior System Support Analyst	$68,723.20	$0.00
Rocky Marquiss	Senior Programmer Analyst	$78,395.20	$0.00
Justin Penning	Programmer/Analyst	$62,483.20	$0.00
Kim Riley	System Support Analyst	$62,483.20	$0.00
Coleen Winterholler	Administrative Coordinator	$59,737.60	$0.00
Emergency Management			
Jerry Fitzner	Emergency Management Coordinator	$60,881.60	$0.00
David King	Emergency Management Coordinator	$71,011.20	$0.00
Juvenile Probation			
James Lyon	Juvenile Probation Director	$93,149.50	$0.00
Felice A. Acosta	Juvenile Probation Officer	$71,011.20	$0.00
Robert Anderson	Juvenile Probation Officer	$51,563.20	$0.00
Ernest Bailey Jr.	Intensive Supervision Probation Officer	$66,248.00	$0.00
Shelly M. Eliason	Administrative Assistant	$49,025.60	$0.00
Megan Kincaid-Heidel	Drug Court Assistant	$44,470.40	$0.00
Andreah Kramer	Senior Juvenile Probation Officer	$74,588.80	$0.00
Rachel Materi	Juvenile Probation Officer	$59,966.40	$0.00
Nicole Nellermoe	Community Service Supervisor	$55,598.40	$0.00
Cassandra Rice	Administrative Assistant	$36,067.20	$0.00
Children's Developmental Services			
Robert Tranas	Executive Director	$115,858.20	$0.00
Toni J. Adams	Food Services Supervisor	$44,096.00	$0.00
Kaitlynn Alm	Early Childhood Instructor	$47,091.20	$0.00
Lacey Baker	Occupational Therapist	$82,326.40	$0.00
Gwendolyn Barstad	Early Childhood Spec Ed Instructor	$54,428.91	$0.00
Trena Bauder	Early Childhood Spec Ed Manager	$93,100.80	$0.00
Alexus Bulkley	Early Childhood Instructor	$48,739.39	$0.00
Linda Carl	Senior Instructional Assistant	$47,403.20	$0.00
Julie Casteel	Senior Instructional Assistant	$46,030.40	$0.00
Belinda Christiansen	Administrative Assistant	$43,492.80	$0.00
Heather Cornelius	Instructional Assistant	$32,656.00	$0.00
Carol Curtis	Senior Financial Specialist	$71,011.20	$4,711.39
Dana Dohse	Early Childhood Spec Ed Instructor	$56,426.27	$0.00
Suzanne Eastman	Speech Pathologist	$82,326.40	$0.00
Stacie Easton	Early Childhood Spec Ed Instructor	$65,936.00	$0.00

Tausha M. Edmonds	Early Headstart Manager	$72,503.05	$0.00
Kalean Edwards	Senior Instructional Assistant	$43,222.40	$0.00
Jody A. Elliston	Early Childhood Instructor	$49,745.86	$0.00
Kylie Engdahl	Instructional Assistant	$30,513.60	$0.00
Carla M. Fitzner	Senior Instructional Assistant	$51,480.00	$0.00
Leah C. Fortner	Speech Pathologist	$77,766.79	$0.00
Theresa Freeland	Early Childhood Instructor	$65,936.00	$0.00
Tracey Handran	Senior Instructional Assistant	$52,790.40	$0.00
Jamie L. Jares	Occupational Therapist	$82,194.90	$0.00
Miranda M. Johnson	Early Childhood Spec Ed Instructor	$64,917.63	$0.00
Jaycee Kezar	Instructional Assistant	$30,867.20	$0.00
Angela Kirkman	Senior Instructional Assistant	$52,790.40	$0.00
Taylor Kissack	Early Childhood Instructor	$50,777.01	$0.00
Melissa Kline	Senior Administrative Assistant	$48,339.20	$0.00
Sarah Knoll	Physical Therapist	$82,326.40	$0.00
Kathy M. Kruse	Senior Instructional Assistant	$45,427.20	$0.00
Clinton Linneman	Early Childhood Instructor	$57,287.47	$0.00
Mary Ann C. Michael	Early Childhood Spec Ed Instructor	$60,570.90	$0.00
Paige Moerkerke	Infant Education Instructor	$52,992.90	$0.00
Keenan Mumm	Early Childhood Instructor	$57,146.30	$0.00
Brittney D. Murray	Instructional Assistant II	$36,108.80	$0.00
Lexi Percifield	Infant Education Instructor	$68,922.25	$0.00
Acacia Rennich	Instructional Assistant	$30,513.60	$0.00
Ashley Salmon	Administrative Assistant	$38,480.00	$0.00
Cassandra Sapp	Early Headstart Home Visitor	$50,373.89	$0.00
Gail Schwartz	Senior Instructional Assistant	$51,979.20	$0.00
Alysha Sisneros	Instructional Assistant	$34,008.00	$0.00
Mary Sisneros	Bus Driver II	$40,248.00	$0.00
Christina Smith	Early Childhood Spec Ed Instructor	$59,886.05	$0.00
Alexis Stewart	Early Childhood Instructor	$47,091.20	$0.00
Stephanie Stevens	Early Headstart Manager	$62,483.20	$0.00
Louann Sutherland	Instructional Assistant III	$50,419.20	$0.00
Jannell J. Tabbert	Speech Pathologist	$75,287.19	$0.00
Natalie Terrrell	Early Childhood Spec Ed Supervisor	$74,588.80	$0.00
Kristina Tyler	Early Head Start Home Visitor	$55,813.44	$0.00
Maria Vassar	Instructional Assistant III	$40,185.60	$0.00
Matthew Verhelst	Early Childhood Spec Ed Instructor	$56,975.68	$0.00
Melissa A. Walker	Senior Instructional Assistant	$41,267.20	$0.00
Heather Zahn	Early Head Start Home Visitor	$50,632.67	$0.00

Campbell County Public Library

Terri Lesley	Executive Director	$108,916.51	$0.00
Darcy Acord	Librarian	$70,579.70	$0.00
Elizabeth Albin	Library Manager	$0.00	$0.00
Paula Andrie	Reference Services Specialist	$47,424.00	$437.90
Julie Berentson	Information Tech Specialist	$59,737.60	$714.41
Kyouhee Choi Berger	Librarian	$62,483.20	$0.00
Tracy Jerred	Technical Services Specialist	$56,867.20	$0.00
Aurora Keffeler	Circulation Services Specialist	$46,113.60	$2.52
Lori Kirchoff	Librarian	$78,395.20	$0.00

Sarah Kuhbacher	Technical Services Specialist	$56,867.20	$0.00
Christinn Kuntz	Circulation Services Specialist	$56,867.20	$6.84
Eric Larson	Circulation Services Specialist	$56,867.20	$0.00
Brooke Love	Adminstrative Assistant	$41,017.60	$310.29
Sarah Marrington	Reference Services Specialist	$44,158.40	$503.53
Marcy Mathis	Youth Services Coordinator	$49,192.00	$639.08
Irene Moore	Financial Specialist	$48,339.20	$2,449.02
Teresa Mueller	Library Page	$31,449.60	$0.00
Becky Prelle	Youth Services Coordinator	$61,921.60	$344.54
Ellin Stiteler	Technical Services Specialist	$56,867.20	$0.00
Anna Street	Library Manager	$57,234.07	$0.00
Johanna Tuttle	Circulation Services Specialist	$47,465.60	$516.24
Richard Ward	Circulation Services Specialist	$56,867.20	$1,681.44
Krisene K. Watson	Library Manager	$57,391.80	$0.00
Rockpile Museum			
Robert Henning	Museum Director	$76,660.24	$0.00
Angela Beeken	Exhibition and Collections Manager	$56,804.80	$0.00
Cara Reeves	Museum Assistant	$39,291.20	$587.82
Penelope Schroder	Museum Educator	$56,867.20	$0.00
Stephan Zacharias	Museum Educator	$46,280.00	$453.35
Fair Board			
Elizabeth Edwards	County Fair Coordinator	$53,000.00	$0.00
Campbell County Airport			
Jay Lundell	Executive Director	$125,216.00	$0.00
Shelly Besel	Marketing Coordinator	$59,737.60	$280.02
Todd Chatfield	Operations Director	$78,934.67	$0.00
Trevor Cheairs	Airport Operations Tech I	$44,428.80	$13,865.08
Terry Fundenberger	Airport Operations Officer	$62,732.80	$21,470.15
Todd Love	Airport Operations Supervisor	$69,992.00	$23,580.96
Mark Martin	Airport Operations Tech I	$44,200.00	$7.97
Damon Mathews	Airport Operations Tech I	$40,560.00	$7.31
Ronald Smith	Airport Operations Tech II	$52,811.20	$9.52
Campbell County Parks & Recreation			
Rick Mansur	Executive Director	$113,873.89	$0.00
Darla Cotton	Information Tech Specialist	$59,737.60	$0.00
Heather A. Harvey	Office Manager	$53,560.00	$0.00
Fred Neugebauer	Ice Arena Supervisor	$60,424.00	$0.00
Jason Lembke	Recreation Program Supervisor	$59,774.15	$0.00
Katalynne Pearson	Recreation Desk Supervisor	$45,531.20	$0.00
Jonna Blakesley	Parks Maintenance Technician	$43,076.80	$0.00
Michael Cote	Parks Maintenance Technician	$56,867.20	$0.00
Jerry Cotton	Mechanic	$47,840.00	$0.00
Emily Moore	Recreation Program Supervisor	$56,804.80	$0.00
William Fields	Parks Maintenance Technician	$56,867.20	$0.00
Kevin W. Geer	Parks Superintendent	$75,608.29	$0.00
Roy Holdeman	Parks Supervisor	$63,257.54	$0.00

Daniel Jones	Parks Maintenance Technician	$43,076.80	$0.00
Audrey I. Mertz	Parks Maintenance Technician	$44,886.40	$0.00
Joseph T. Rivers	Parks Maintenance Technician	$47,382.40	$0.00
Zachary Wagner	Parks Maintenance Technician	$43,076.80	$0.00
Wanda Case	Senior Lifeguard	$35,360.00	$6.38
Michaela R. Cina	Aquatics Asst. Manager	$66,047.66	$0.00
John Davis	Recreation Desk Supervisor	$40,601.60	$24.40
Christopher Edmonds	Senior Lifeguard	$33,467.20	$10.05
Kay Friedlan	Aquatics Manager	$78,395.20	$0.00
Adam Gibson	Recreation Superintendent	$82,421.18	$0.00
Doug Meade	Recreation Program Supervisor	$70,267.01	$0.00
Pamela Schillinger	Recreation Desk Coordinator	$34,320.00	$0.00
Darin Caldwell	Senior Mechanic	$62,732.80	$0.00
Dwayne Dillinger	Golf Course Superintendent	$93,100.80	$0.00
Jared Dillinger	Parks Maintenance Technician	$47,382.40	$0.00
Daniel VanderSloot	Golf Course Supervisor	$65,936.00	$0.00
Stephanie Stuber	Recreation Program Supervisor	$71,011.20	$0.00

The following agencies or departments receive a portion of funding from Campbell County.

Weed And Pest

Robert Schmelzle	Weed & Pest Director	$86,476.20	$0.00
Christine Cheairs	Financial Specialist	$51,230.40	$181.61
Jay R. Francis	Weed & Pest Supervisor	$64,854.40	$0.00
Travis Kern	Weed & Pest Supervisor	$57,137.60	$0.00

Campbell County Fire Department

Eric Acton	Fire Marshall	$83,745.28	$5,634.71
Jeffrey Bender	Fire Chief	$116,415.44	$0.00
Bryan Borgialli	Battalion Chief	$83,901.06	$15,488.22
Bayelee Burton	Firefighter	$48,827.29	$8,067.95
Steven Clementson	Firefighter-Engineer	$50,521.14	$6,341.54
Samuel Clikeman	Firefighter-Engineer	$2,674.24	$673.44
Rob Dickey	Fire Captain	$65,566.40	$19,833.07
Kate Eischeid	Battalion Chief	$78,363.18	$6,790.04
JR Fox	Division Chief	$96,111.20	$0.00
Ryan Fox	Battalion Chief	$87,433.92	$10,575.11
Dan Grace	Mechanic III	$64,688.00	$0.00
Jordan Hoch	Firefighter	$24,695.94	$625.30
David Hodge	Firefighter	$23,761.83	$1,311.69
Dale Izatt	Division Chief	$96,713.11	$0.00
Christopher Kramer	Equipment Maint.Supervisor	$71,254.40	$2,632.41
Cody Okray	Firefighter	$48,549.25	$3,158.91
Patrick Olson	Firefighter - Engineer	$58,808.80	$3,101.02
John Pafford	Firefighter	$52,044.80	$6,352.96
Jed Palmer	Firefighter	$23,610.07	$2,073.43
Mike Peterson	Firefighter - Engineer	$73,139.90	$4,705.64
Juliana Pierce	Comptroller	$74,466.04	$0.00
Christopher Prager	Fire Inspector	$59,462.78	$691.95
Douglas Rigsby	Fire Captain	$68,864.41	$6,948.80

Sam Shafer	Fire Captain	$76,190.79	$10,338.90
Jerrica Sprague	Sr.Admin Assist	$50,065.61	$0.00
John Sullivan	Firefighter - Engineer	$58,724.48	$5,808.03
Cole Thomas	Firefighter	$21,986.48	$3,215.19
Michael Thomas	Firefigher - Engineer	$67,795.75	$3,377.02
Logan Tomer	Fire Captain	$57,933.14	$3,525.11
Wayce Waller	Firefighter - Engineer	$55,172.60	$4,618.97
Geneva Wickham	Admin. Assistant	$31,787.11	$0.00
Austin Winters	Firefighter	$32,416.68	$691.40

CAM-PLEX

Jeff Esposito	General Manager	$113,300.00	$0.00
Shelley Ailts	Facilities Coordinator	$62,732.80	$217.78
Pamela Altenberg	Senior Administrative Assistant	$45,760.00	$0.00
Gail Bellamy	Event Custodian	$29,473.60	$0.00
Gina Carpenter	Financial Specialist	$62,732.80	$988.04
Morgan Cerovski	Assistant Technical Director	$53,851.20	$6,344.09
Skler Coorough	Event Custodian	$30,888.00	$104.57
Jason Gearhart	Event Technician Supervisor	$62,732.80	$16,112.31
Will Hastreiter	Operations Manager	$68,651.20	$0.00
Jessica Howard	Arts In Education Facilitator	$44,869.85	$0.00
Keith Howard	Event Coordinator	$57,466.50	$0.00
Kristina Johnson	Event Custodian	$29,473.60	$0.00
Renae Keuck	Comptroller	$78,395.20	$0.00
Sharon Kuemmerle	Event Custodian Supervisor	$52,998.40	$6,064.74
Heather Kuhrt	Marketing Coordinator	$49,441.60	$2,479.08
Jackl Larsen Jr.	Event Custodian	$29,473.60	$0.00
Louis Martel	Maintenance Tech III	$54,080.00	$0.00
Rocky Mathisen	Maintenance Supervisor	$65,936.00	$0.00
Mikenzie Ochs	Senior Administrative Assistant	$42,660.80	$71.68
Janell Paris	Marketing Manager	$81,900.00	$0.00
Daniel Power	Maintenance Tech II	$40,601.60	$592.92
Mike Rothleutner	Grounds Maintenance Supervisor	$55,057.60	$4,811.69
Brittney Saenz	Administrative Assistant I	$32,281.60	$0.00
Tamala Schmidt	Ticket Office Personnel	$33,155.20	$0.00
Adam Schuff	Technical Director	$61,769.40	$0.00
Joey Vigil	Event Custodian	$32,364.80	$0.00
Athoney White	Mechanic III	$52,520.00	$4,119.67
Joshua White	Event Custodian	$29,473.60	$0.00
Duane Wilcox	Event Custodian	$29,473.60	$0.00
Marcus Wood	Event Custodian	$41,600.00	$317.40

Pursuant to the requirements of WY Statute 18-3-516 (e), the Board of County Commissioners, Campbell County, Wyoming, publish and declare the following to be a listing of all full time positions, and wages for each position, for the following nonprofit agencies.

Campbell County Senior Citizens Center

Executive Director	$62,000.00
Financial/H.R Specialist	$47,656.00
H.R. Specialist	$50,523.00

Admin Coordinator	$36,000.00
Admin Assistant	$28,080.00
Admin Assistant	$26,000.00
Admin Assistant	$25,480.00
Access Care Coord/C.N.A.	$29,120.00
In-Home Manager	$36,400.00
C.N.A./Homemaker	$28,080.00
Transportation Supervisor	$32,240.00
Driver	$26,000.00
Driver	$26,520.00
Driver	$25,480.00
Nutrition Supervisor	$34,760.00
Assistant Cook	$28,080.00
Assistant Cook	$29,120.00
Home Delivery Coordinator	$32,760.00
Maintenance/Custodial	$42,640.00

Campbell County Conservation District

District Manager	$75,747.00
Programs Assistant	$56,634.00
Education Coordinator	$50,000.00

Dated this 18th day of August, 2020
BOARD OF COUNTY COMMISSIONERS
Campbell County, Wyoming
ATTEST:

Susan F. Saunders, Clerk

DG Reardon, Chairman

941 TAX REPORT
2ND QTR 2020

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

The State of Wyoming }
County of Campbell } ss.

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

950120

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

OMB No. 1545-0029

Employer identification number (EIN): 8 3 – 6 0 0 0 1 0 3

Name (not your trade name): County of Campbell

Trade name (if any): Office of County Clerk

Address: 500 S. Gillette Avenue (Number, Street) 1600 (Suite or room number)

Gillette (City) WY (State) 82716 (ZIP code)

Foreign country name | Foreign province/county | Foreign postal code

Report for this Quarter of 2020 (Check one.)

- [ ] 1: January, February, March
- [x] 2: April, May, June
- [ ] 3: July, August, September
- [ ] 4: October, November, December

Go to *www.irs.gov/Form941* for instructions and the latest information.

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

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)	1	739
2	Wages, tips, and other compensation	2	7,283,706 . 35
3	Federal income tax withheld from wages, tips, and other compensation	3	774,820 . 62
4	If no wages, tips, and other compensation are subject to social security or Medicare tax		[ ] Check and go to line 6.

		Column 1		Column 2
5a	Taxable social security wages	7,474,638 . 31	× 0.124 =	926,855 . 15
5a	(i) Qualified sick leave wages	.	× 0.062 =	.
5a	(ii) Qualified family leave wages	.	× 0.062 =	.
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	7,474,638 . 31	× 0.029 =	216,764 . 51
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.

5e	Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d	5e	1,143,619 . 66
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	.
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	1,918,440 . 28
7	Current quarter's adjustment for fractions of cents	7	-0 . 38
8	Current quarter's adjustment for sick pay	8	.
9	Current quarter's adjustments for tips and group-term life insurance	9	.
10	Total taxes after adjustments. Combine lines 6 through 9	10	1,918,439 . 90
11a	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11a	.
11b	Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1	11b	.
11c	Nonrefundable portion of employee retention credit from Worksheet 1	11c	.

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

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

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

11d	**Total nonrefundable credits.** Add lines 11a, 11b, and 11c	11d	
12	**Total taxes after adjustments and nonrefundable credits.** Subtract line 11d from line 10	12	1,918,439 . 90
13a	**Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter**	13a	1,918,439 . 90
13b	**Deferred amount of the employer share of social security tax**	13b	
13c	**Refundable portion of credit for qualified sick and family leave wages from Worksheet 1**	13c	
13d	**Refundable portion of employee retention credit from Worksheet 1**	13d	
13e	**Total deposits, deferrals, and refundable credits.** Add lines 13a, 13b, 13c, and 13d	13e	1,918,439 . 90
13f	**Total advances received from filing Form(s) 7200 for the quarter**	13f	
13g	**Total deposits, deferrals, and refundable credits less advances.** Subtract line 13f from line 13e	13g	1,918,439 . 90
14	**Balance due.** If line 12 is more than line 13g, enter the difference and see instructions	14	0 . 00

15 **Overpayment.** If line 13g is more than line 12, enter the difference _____ Check one: ☐ Apply to next return. ☐ Send a refund.

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

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

16 Check one:

☐ **Line 12 on this return is less than $2,500 or line 12 on the return for the prior quarter was less than $2,500, and you didn't incur a $100,000 next-day deposit obligation during the current quarter.** If line 12 for the prior quarter was less than $2,500 but line 12 on this return is $100,000 or more, you must provide a record of your federal tax liability. If you're a monthly schedule depositor, complete the deposit schedule below; if you're a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.

☐ **You were a monthly schedule depositor for the entire quarter.** Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability:	**Month 1**	
	Month 2	
	Month 3	
Total liability for quarter		**Total must equal line 12.**

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

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

950920

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

Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.

17 **If your business has closed or you stopped paying wages** . . . . . ☐ Check here, and

enter the final date you paid wages / / ; also attach a statement to your return. See instructions.

18 **If you're a seasonal employer and you don't have to file a return for every quarter of the year** . . . ☐ Check here.

19	**Qualified health plan expenses allocable to qualified sick leave wages**	19	.
20	**Qualified health plan expenses allocable to qualified family leave wages**	20	.
21	**Qualified wages for the employee retention credit**	21	.
22	**Qualified health plan expenses allocable to wages reported on line 21**	22	.
23	**Credit from Form 5884-C, line 11, for this quarter**	23	.
24	**Qualified wages paid March 13 through March 31, 2020, for the employee retention credit (use this line only for the second quarter filing of Form 941)**	24	.
25	**Qualified health plan expenses allocable to wages reported on line 24 (use this line only for the second quarter filing of Form 941)**	25	.

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

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

☐ Yes. Designee's name and phone number

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

☐ No.

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

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

Sign your name here Susan F Saunders

Print your name here: Susan F. Saunders

Print your title here: County Clerk

Date: 7 / 22 / 2020

Best daytime phone: (307) 682-7285

Paid Preparer Use Only

Check if you're self-employed . . . ☐

Preparer's name		PTIN	
Preparer's signature		Date	/ /
Firm's name (or yours if self-employed)		EIN	
Address		Phone	
City	State	ZIP code	

960311

Schedule B (Form 941):

Report of Tax Liability for Semiweekly Schedule Depositors

(Rev. January 2017) Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

Employer identification number (EIN): 8 3 – 6 0 0 0 1 0 3

Name *(not your trade name)*: County of Campbell

Calendar year: 2 0 2 0 (Also check quarter)

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

- ☐ 1: January, February, March
- ☒ 2: April, May, June
- ☐ 3: July, August, September
- ☐ 4: October, November, December

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

Month 1

1		9	302,949 . 60	17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	20,800 . 74
7		15		23	304,600 . 87	31	
8		16		24			

Tax liability for Month 1 628,351 . 21

Month 2

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21	309,026 . 71	29	20,803 . 06
6		14		22		30	
7	310,124 . 26	15		23		31	
8		16		24			

Tax liability for Month 2 639,954 . 03

Month 3

1		9		17		25	
2		10		18	321,873 . 37	26	
3		11		19		27	
4	307,379 . 99	12		20		28	
5		13		21		29	
6		14		22		30	20,881 . 30
7		15		23		31	
8		16		24			

Tax liability for Month 3 650,134 . 66

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

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

Total liability for the quarter 1,918,439 . 90

WORKER'S COMP REPORT
2ND QTR 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

File Contribution and Wage Report Wages - Uploaded Employee

* Required Information

Employer Account Number(EAN)	09-81685-0-03
Employer Name	CAMPBELL COUNTY
CDS Vendor Name	N/A
Trade Name/Client Name	CAMPBELL COUNTY
Submitted By	Amanda M Milnes
Quarter/Year	2/2020
Report Type	Original
Effective Period	04/01/2020 to 06/30/2020
Current Workers' Compensation Account Number	000003111

File Summary includes records that have passed validation and will be processed. Please review errors/warnings if identified.

Click < Back to choose a different or corrected file. Click Next > if you want to continue with any previously uploaded files.

File Summary:

File Name	No. of Employees on File	No. of Employees Processed	Total UI Wages Processed	Total Workers' Compensation Wages Processed
2020 2nd QTR WC.csv	894	894	$7,478,238.63	$7,738,550.91

Back Next

The Wyoming Department of Workforce Services is an equal opportunity employer.
Auxiliary aids and services are available upon request to individuals with disabilities.

File Contribution and Wage Report Verification

Employer Account Number(EAN)	09-81685-0-03
Employer Name	CAMPBELL COUNTY
CDS Vendor Name	N/A
Trade Name/Client Name	CAMPBELL COUNTY
Submitted By	Amanda M Milnes
Quarter/Year	2/2020
Report Type	Original
Effective Period	04/01/2020 to 06/30/2020
This Report is Due By	July 31, 2020
Current Workers' Compensation Account Number	000003111

The number of covered workers who worked or received pay for the period:

Apr 12th 2020	May 12th 2020	Jun 12th 2020
544	559	580

NOTE: *You have reported 1673 workers and due to the large number, the wages will not be available immediately in WyUI and the Wages Paid in Excess of $26400.00 may not be correct. Verify the Wages Paid in Excess of $26400.00 and select the Recalculate button. The wage detail for this report will be processed and available in WyUI after 8:00am tomorrow.*

Total UI Wages Paid	$7,478,238.63	
UI Wages Paid in Excess of $26,400	$ 2,419,377.21	Recalculate
Taxable Wages	$5,058,861.42	
UI Contribution Rate	.00000	
Contribution Due	$0.00	
Interest @ 2% If Paid after : 07/31/2020	$.00	
Total Amount Due for the Reporting Qtr	**$0.00**	

NAICS/Class Code	Workers' Compensation Number of Employees	Total WC Wages($)	Premium Rate	Workers' Compensation Premium Due
000010R	183	$1608856.61	0.002300	$3700.37
950000V	103	$42024.00	0.014000	$588.34
950000R	608	$6087670.30	0.014000	$85227.38
Totals:	**894**	**$7738550.91**		
Total Workers' Compensation Premium Due for the Report Qtr:				$89516.09

Workers' Compensation Interest @ 1% If Paid after 07/31/2020:	$0.00
Workers' Compensation Late Filing Penalty (after 30 days past Report Due Date):	$0.00
Total Workers' Compensation Amount Due for the Report Qtr:	**$89516.09**

NOTE: *WC Premium may change in the future, contact Workers' Compensation division for the correct amount to be paid if not paid now.*

Help

Back Submit

CONTRACT FOR SERVICES AGREEMENT
COUNCIL OF COMMUNITY SERVICES
Fiscal Year 2020-2021

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Council of Community Services, 114 4J Road, Gillette, Wyoming, (hereafter, "CONTRACTOR").

Purpose: This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, as authorized by W.S. 35-1-614 (a).

Term: This agreement shall be in effect for a one-year term beginning July 1, 2020 and ending on June 30, 2021.

Payment: The COUNTY shall reimburse the CONTRACTOR up to a total of $31,500 during the term of this agreement for the services outlined below.

Termination: CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

Responsibilities of Contractor: CONTRACTOR shall:

1. Provide assistance and resources to low-income citizens of Campbell County.
2. Submit to the Campbell County CARE Board a monthly financial statement and program statistics, with specific detail on how County funds are being expended for County residents. All reports and supporting documentation are due to the CARE Board by the 5th of each month in care of: Campbell County Office of the Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by your Board and signed by the Board Chairman.
3. Submit to the COUNTY a copy of your previous year's annual financial compilation, review, or audit when completed.
4. Participate in an annual compliance monitoring visit with the CARE Board.

5. Ensure all Board Members attend a Board Training Workshop annually to maintain eligibility for CSBG funding.

Miscellaneous Provisions:

1. By entering into this agreement, COUNTY does not waive its sovereign immunity, or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

Signatures:

CAMPBELL COUNTY

_____ _____

D.G. Reardon, Chairman Date
Board of Commissioners

ATTEST:

_____

Susan F. Saunders, County Clerk

COUNCIL OF COMMUNITY SERVICES

Christina Perry 8/12/20

Christina Perry, Board Chair Date

ATTEST:

Scott Wiley

Scott Wiley, Treasurer

CONTRACT FOR SERVICES AGREEMENT
COWBOY STATE GAMES
Fiscal Year 2020-2021

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Cowboy State Games, 1810 S. Douglas Highway, Ste. A, Gillette, Wyoming, (hereafter, "CONTRACTOR").

Purpose: This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, as authorized by W.S. 35-1-614 (a).

Term: This agreement shall be in effect for a one-year term beginning July 1, 2020 and ending on June 30, 2021.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, in an amount not to exceed $11,250 during the term of this agreement for the services outlined below.

Termination: CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

Responsibilities of Contractor: CONTRACTOR shall:

1. Provide amateur athletic events.

2. Submit to the County an annual financial statement and program statistics, with specific detail on how County funds are being expended to the Office of Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by the CONTRACTOR Board and signed by the Board Chairman.

3. Submit to the COUNTY a copy of your annual financial compilation, review, or audit when completed.

4. Ensure all Board Members attend a board training workshop at least once during their term of service.

Miscellaneous Provisions:

1. By entering into this agreement, COUNTY does not waive its sovereign immunity, or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

Signatures:

CAMPBELL COUNTY

_____ _____

D.G. Reardon, Chairman
Board of Commissioners

Date

ATTEST:

_____

Susan F. Saunders, County Clerk

COWBOY STATE GAMES

Christen Burdette

Christen Burdette, Event Coordinator

7-1-2020

Date

CONTRACT FOR SERVICES AGREEMENT
PREDATOR MANAGEMENT DISTRICT OF CAMPBELL COUNTY
Fiscal Year 2020-2021

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Predator Management District of Campbell County, 5201 Tarry Street, Gillette, Wyoming, 82718 (hereafter, "CONTRACTOR").

Purpose: This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, for the purpose of predator management, as authorized by W.S. 11-6-201 to 210.

Term: This agreement shall be in effect for a one-year term beginning July 1, 2020 and ending on June 30, 2021.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, an amount not to exceed a total of $45,000 during the term of this agreement.

Termination: CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

Responsibilities of Contractor: CONTRACTOR shall:

1. Pursuant to W.S. 11-6-205, the District Board shall carry out the general duties as outlined.

2. In accordance with W.S. 11-6-208, the District Board shall prepare and submit an annual report to the Board of County Commissioners on or before October 1, 2020.

3. Submit to the COUNTY a quarterly financial statement and program statistics, to the Campbell County Office of Commissioners, 500 S. Gillette Avenue, Suite

1100, Gillette, WY 82716. All submitted documentation must be approved by the CONTRACTOR Board and signed by the Board Chairman.

4. Submit to the COUNTY a copy of your annual financial compilation, review, or audit when completed.

5. Ensure all Board Members attend a board training workshop at least once during their term of service.

Miscellaneous Provisions:

1. By entering into this agreement, COUNTY does not waive its sovereign immunity, or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

Signatures:

CAMPBELL COUNTY

_____ _____

D.G. Reardon, Chairman Date
Board of Commissioners

ATTEST:

_____

Susan F. Saunders, County Clerk

PREDATOR MANAGEMENT DISTRICT OF CAMPBELL COUNTY

_____ _____

Kevin Geis, Chairman Date

ATTEST:

_____

Wayne Pollat, Secretary/Treasurer

CONTRACT FOR SERVICES AGREEMENT
THE SALVATION ARMY, A CALIFORNIA CORPORATION
Fiscal Year 2020-2021

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and The Salvation Army, a California Corporation, P.O. Box 161, Gillette, Wyoming, (hereafter, "CONTRACTOR").

Purpose: This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, as authorized by W.S. 35-1-614 (a).

Term: This agreement shall be in effect for a one-year term beginning July 1, 2020 and ending on June 30, 2021.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of $12,000 for the services set out below.

Termination: CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

Responsibilities of Contractor: CONTRACTOR shall:

1. Provide assistance to Campbell County families with healthcare, housing, social services and employment.
2. Submit to the Campbell County CARE Board a monthly financial statement and program statistics, with specific detail on how County funds are being expended for County residents. All reports and supporting documentation are due to the CARE Board by the 5th of each month in care of: Campbell County Office of the Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by your Board and signed by the Board Chairman.

3. Submit to the COUNTY a copy of your previous year's annual financial compilation, review, or audit when completed.

4. Participate in an annual compliance monitoring visit with the CARE Board.

5. Ensure all board members attend a board training workshop during their term of service.

Miscellaneous Provisions:

1. By entering into this agreement, COUNTY does not waive its sovereign immunity, or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

Signatures:

CAMPBELL COUNTY

_____ _____

D.G. Reardon, Chairman Date
Board of Commissioners

ATTEST:

_____

Susan F. Saunders, County Clerk

THE SALVATION ARMY, A CALIFORNIA CORPORATION

BY:_____ July 9, 2020
Date

TITLE: Major Richard Pease, Divisional Secretary for Business

CONTRACT FOR SERVICES AGREEMENT
CAMPBELL COUNTY SENIOR CENTER ASSOCIATION, INC.
Fiscal Year 2020-2021

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Campbell County Senior Center Association, Inc., 701 Stocktrail Avenue, Gillette, Wyoming, (hereafter, "CONTRACTOR").

Purpose: This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, as authorized by W.S. 35-1-614 (a).

Term: This agreement shall be in effect for a one-year term beginning July 1, 2020 and ending on June 30, 2021.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of $391,500 during the term of this agreement for the services outlined below.

Termination: CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

Responsibilities of Contractor: CONTRACTOR shall:

1. Pursuant to W.S. 18-2-105, establish and maintain a senior citizen center to provide transportation, information, recreation facilities and other services which will enable senior citizens to maintain their independence and to avoid institutional care as long as possible. Funds may also be used to as match funding to secure federal and state grants.

2. Submit to the Campbell County CARE Board a monthly financial statement and program statistics, with specific detail on how County funds are being expended for County residents. All reports and supporting documentation are due to the CARE Board by the 5th of each month in care of: Campbell County Office of the Commissioners, 500

S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by your Board and signed by the Board Chairman.

3. Submit to the COUNTY a copy of your previous year's annual financial compilation, review, or audit when completed.

4. Participate in an annual compliance monitoring visit with the CARE Board.

5. Insure all Board Members attend a Board Training Workshop once during their three (3) year term.

Miscellaneous Provisions:

1. By entering into this agreement, COUNTY does not waive its sovereign immunity or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

Signatures:

CAMPBELL COUNTY

_____ _____

D.G. Reardon, Chairman Date
Board of Commissioners

ATTEST:

_____

Susan F. Saunders, County Clerk

CAMPBELL COUNTY SENIOR CENTER ASSOCIATION, INC.

Donna Mankin 08.11.2020

Donna Mankin, Chairman Date
Board of Directors

ATTEST:

Alicia Heckel

Alicia Heckel, Secretary

Campbell County
wyoming

Information Technology Services

To: Campbell County Board of Commissioners

From: Phil Harvey

CC: Carol Seeger

Date: 8/7/2020

Re: Annual Computer & Monitor Purchase

Last month we distributed a RFP for our annual computer and monitor purchase to several vendors, including all the local businesses we could locate.

After significant review of the responses, staff recommend the bid be awarded to IT Outlet. Their bid meets our minimum specifications and was within our budgeted amount.

I respectfully request your approval of the attached contract, so we can move forward with the purchase and begin replacing the obsolete equipment.

Sincerely,

Phil Harvey
IT Manager

CONTRACT FOR PURCHASE
2020 COMPUTER AND PERIPHERAL EQUIPMENT

This AGREEMENT made as of this 18th day of August, 2020 by and between CAMPBELL COUNTY (hereinafter called OWNER) of 500 S. Gillette Ave., Ste.B700, Gillette, Wyoming 82716 and IT Outlet (hereinafter called CONTRACTOR).

WITNESSETH that OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth agree as follows:

Article 1. The CONTRACTOR shall supply all computers and peripheral equipment (hereinafter called EQUIPMENT) as specified in the BIDDING DOCUMENTS.

Article 2. The delivery of all specified EQUIPMENT will be completed no later than Oct 2, 2020. If for any reason the CONTRACTOR does not deliver the EQUIPMENT on the designated delivery date, liquidated damages shall be payable to OWNER as set forth in the Bidding Documents.

Article 3. The OWNER shall pay the CONTRACTOR for the performance of the contract subject to additions and deductions at the stated unit prices as bid in the amount(s) of ($) 138,369.00

Article 4. The CONTRACTOR warrants the EQUIPMENT as specified for each item in the Bidding Documents.

Article 5. The CONTRACTOR will provide warranty service/repairs on the EQUIPMENT unless waived by the OWNER. If the time limit specified in the BIDDING DOCUMENTS is not met, the OWNER may have the repairs performed elsewhere and bill the CONTRACTOR for the warranty repairs.

Article 6. All other terms and conditions contained in the Bidding Documents are made a part of this agreement by this reference as if fully set forth herein.

CONTRACTOR

By:_____

Title:_____

On this _____day of _____, 2020, before me personally appeared _____, who affirmed they are the _____ of _____ and said document was signed by them on behalf of said corporation by authority of its bylaws (or a Resolution of its Board of Directors), and acknowledged to me that said corporation executed the same.

_____
Notary Public

My Commission Expires: _____

SEAL

OWNER

CAMPBELL COUNTY

By:
DG Reardon
Chairman,
Campbell County Board of Commissioners

ATTEST:

_____
Susan F. Saunders, County Clerk

CATERING PERMIT APPLICATION

APPLICANT Spotted Horse Bar JERROME SCHENTZ

Name in which retail liquor license issued: Jerome Schentz SPOTTED HORSE BAR

Mailing Address: 7021 HWY 1476
Arvada, WY 82831

Telephone Number: 307-736-2252

Licensing Jurisdiction: ☐ City of Gillette ☒ Campbell County ☐ Town of Wright

EVENT Jones Heald ranch Rodeo

Date: August 29th 2020 Time: 3:00 p.m

Place: Recluse Community Arena

Premises:

Number of people expected to attend? Approx 100

Are premises located within licensing jurisdiction which issued retail liquor license? ☒ YES ☐ NO

Please briefly describe premises to which consumption of alcoholic beverages will be limited: Arena grounds only

SECURITY PROVISION (Check applicable box)

☐ Private Security Firm
☒ Self Provided
☐ Please Describe ID's will be verified to all Buyers

Will persons under the age of 21 be admitted? ☒ Yes ☐ No
Age group expected: 5-85
If yes, what steps will be taken to insure they are not served alcoholic beverages? All Buyers will be required to show ID.

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

/ Employer
Applicant Signature / Capacity or Position if necessary

12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.
(b) A catering permit authorizing the sale of alcoholic and malt beverages may be issued by the appropriate licensing authority to any person holding a retail or resort retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties, and dinners or at other similar gatherings not capable of being held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic or malt beverages off the premises described in the permit. Notwithstanding any other provision of this subsection, closed-container items sold at auction for the benefit of a non-profit organization may be taken off-premises.
(c) The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours provided by W.S. 12-5-101. No person or organization shall receive more than a total of twelve (12) malt beverage and catering permits for sales at the same premises in any one (1) year, except that this limitation shall not be applicable to malt beverage permits issued for sales at any fair, rodeo, pari-mutuel event or other similar public event conducted by a public entity upon public premises.
(d) The malt beverage permit and the catering permit shall be issued on application to the appropriate licensing authority without public notice or hearing. Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction to which application is made, shall secure the written approval of the licensing authority of that jurisdiction in which the licensed premises are located prior to filling an application for a permit.
(e) The fee for the malt beverage permit and the catering permit shall be not less than ten dollars ($10.00) nor more than one hundred dollars ($100.00) per twenty-four (24) hour period, payable to the appropriate licensing authority.
12-6-101. Sale or possession prohibited; when possession unlawful; public drunkenness; falsification of identification; penalty; prima facie identification as defense.
(a) Any person who sells, furnishes, gives or causes to be sold, furnished or given away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21) years, who is not his legal ward, medical patient or member of his own immediate family, is guilty of a misdemeanor. This subsection does not apply to sales by the commission or a wholesaler to a licensee under this title.
(b) Any person under the age of twenty-one (21) years who has any alcoholic or malt beverages in his possession or who is drunk or under the influence of alcoholic liquor, malt beverages or a controlled substance on any street or highway or in any public place is guilty of a misdemeanor. This subsection does not apply to possession of alcoholic or malt beverages by a person under the age of twenty-one (21) years.
(i) When making a delivery of alcoholic or malt beverages pursuant to his employment;
(ii) Who is in the physical presence of his parent or legal guardian;
(iii) Repealed By Laws 1996, ch. 122, §3.
(iv) Who is a licensee under this title; or
(v) When serving alcoholic or malt beverages pursuant to his employment in a restaurant which holds a license to serve alcoholic or malt beverages, if the person is at least eighteen (18) years of age.
(c) Any person under the age of twenty-one (21) years who attempts in any manner to purchase alcoholic or malt beverages or who falsifies any identification or uses any false identification in order to obtain alcoholic or malt beverages is guilty of a misdemeanor.
(d) Any person who violates this section, or aids, abets or incites any violation hereof, is guilty of a misdemeanor.
(e) A motor vehicle driver's license, a registration certificate issued under the Federal Military Selective Service Act, an identification card issued to a member of the armed forces, an internationally accepted passport document with a discernible date of birth and photograph or an identification card issued by the department of transportation is prima facie evidence of the age and identity of a person. Proof that a licensee or his employee or agent demanded, was shown and acted in reasonable reliance upon the information contained in any one (1) of the above documents as identification is a defense to any criminal prosecution or action for the suspension or revocation of a license.

FOR OFFICE USE ONLY

Amount of Fee: Date Paid: Date Authorized:

Paid By:

Permit Authorized By:

White: County Clerk Green: Sheriff Canary: City Police Department Pink: County Attorney Gold: Applicant

Campbell County
wyoming

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

TO: Board of Commissioners
FROM: Wendy Balo, Public Works
DATE: 8/4/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
$693.00	020.7085	District Support Grants	020.7085.21	Rocky Point I&S

Explanation: Applying 2,000 gallons of mag chloride on Rocky Point Drive for dust control

2020-057

POSITION VACANCY JUSTIFICATION

Department: Fire Department Date: 8/11/2020

Position Title: Firefighter

Classification Band: FD1 Current Salary: 51,288.62

Salary Range:

Step 1 50,037.68 Step 10 62,490.21

Position Justification:

This is to fill the firefighter position in Gillette due to promotions.

Position Originated:

Funding Source for Position: County ____ State ____

Federal ____ Other X Joint Powers Board

Classification: Full Time x Part Time ____ Number of Hours 2756 yrly

Exempt ____ Non-Exempt x

Reason for Vacancy: Resigned x Terminated ____ New Hire ____

Exempt ____ Non-Exempt x

Existing Budgeted Position: Yes x No ____ If No, Please explain:

Benefit Eligible: Yes x No ____ Please explain:

Department Head Signature: [signature]

Commissioner Approval:

[signature] 8/11/2020

2020-058

POSITION VACANCY JUSTIFICATION

Department: Fire Department Date: 8/11/2020

Position Title: Firefighter

Classification Band: FD1 Current Salary: 50,037.68

Salary Range:

Step 1 50,037.68 Step 10 62,490.21

Position Justification:

This is to fill the firefighter position in Wright that is vacant due to resignation.

Position Originated: 7/1/2019

Funding Source for Position: County ____ State ____ Federal ____ Other X Joint Powers Board

Classification: Full Time x Part Time ____ Number of Hours 40

Exempt ____ Non-Exempt x

Reason for Vacancy: Resigned x Terminated ____ New Hire ____

Exempt ____ Non-Exempt x

Existing Budgeted Position: Yes x No ____ If No, Please explain:

Benefit Eligible: Yes x No ____ Please explain:

Department Head Signature: J Bruder

Commissioner Approval:

BC 8/11/2020

The following page(s) contain the backup material for Agenda Item: 9:15 Request for State Airport Aid, NAVAIDS 2020

*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

Campbell County
wyoming

Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: NAVAIDS 2020 Grant Application

DATE: 08/12/2020

Attached is a Grant Application Summary Form for the 2020 NAVAIDS Grant for the Airport. The Wyoming Department of Transportations grant application is completely online and once the form is filled out online it is submitted. Ms. Besel has prepared the attached form explaining the grant and what it will be used for. The Airport is requesting $24,248.30 in which all funds are state funds. There is no match requested. Shelly Besel will be presenting the grant application.

Thank you!

Grant Application Summary Request Form

Please submit this form completed with your Grant Application to the Grants Specialist, no later than seven business days prior to the intended scheduled Commissioners meeting.

Commissioner Meeting Date Preferred: September 15, 2020

Grant Fiscal Year: 2020 Period of Performance: October 1, 2020-September 30, 2021

Grant Project Name: NAVAID Grant

Funding Agency: WYDOT Aeronautics Division

CFDA #: _____ Circle One: FEDERAL/ STATE/ LOCAL/ OTHER Funding: State

Application Due Date to Funding Agency: October 1, 2020

Campbell County Department Applying for Grant: Northeast Wyoming Regional Airport

Grant Amount Request: $24,248.30 Business Unit where Grant is Budgeted: 750

Match Amount Request: N/A Match Sources: N/A

Please describe the purpose of this grant and how this project relates to the departments mission and how this project will benefit Campbell County: Pay for the annual contract fees associated with the service and maintenance of the non-federal NAVAIDS at the airport which include the instrument landing system (ILS), non directional beacon (NDB), and distance measuring equipment (DME).

Describe your proposed project. What are your goals and outcomes and how they will be achieved? How will the project be sustained after the grant is over? Maintain the Airport's Non-Federal NAVAIDS. The WYDOT Aeronautics Division offers this grant annually, however if the grant were to be unavailable the airport would budget for this cost in their operational budget.

Office Use Only:

Grants Specialist Review: 8/12/20 [illegible]

Revisions Required: None

Revisions Received: _____

Commissioner Approval Date: _____ Date Returned to Department: _____

The following page(s) contain the backup material for Agenda Item: 9:20 Memorandum of Understanding, Maternal & Child Health 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.

OFFICE
500 South Gillette Avenue
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Campbell County
wyoming

Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Memorandum of Understanding

DATE: 08/05/2020

Attached is a Memorandum of Understanding from the Wyoming Department of Health. The purpose of this memorandum is for the County to provide home visitation services, children's special health program services, and other maternal-child health services that support Title V. This document is in effect from July 1, 2020, through June 30, 2022. The total award amount is for $180,206.00 ($100,000 of that being federal funds, the other portion $80,206 is state funds). This document was reviewed and approved by HR/Risk on 07/30/2020, by the County Attorney's Office on 08/03/2020, and the grants department on 08/05/2020.

Jane Glaser will be presenting this document.

Thank you!

GRANT CONTRACT REVIEW FORM

GRANT NAME: TANF/MCH

Grants Review: Yes — 8/5/20 (Date)

Risk Mgt. Review: Yes- email (Crystal) — 7/30/20 (Date)

Attorney Review: Yes- phone (Jenny) — 8/3/20 (Date)

REVISIONS REQUIRED **NO REVISIONS REQUIRED**

NOTES, CHANGES NEEDED, ETC.:

Attachment A marked as Attachment B. Emailed Jane 8/5/20.

Rec'd updated Attachment A. 8/5/20

DOCUMENT COMPLETE AND READY FOR COMMISSIONERS: 8/5/20

MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY

1. **Parties.** The parties to this Memorandum of Understanding (Agreement) are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (County), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Agreement concerns Maternal and Child Health.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the County shall provide home visitation services, Children's Special Health (CSH) Program services, and other Maternal and Child Health (MCH) services that support Title V priorities.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from July 1, 2020, or Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term.

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

4. **Payment.**

   A. The Agency agrees to pay the County for the services described in Section 5 below and in Attachments A, which are attached to and incorporated into this Agreement by this reference.
   - **i.** Total federal funds provided under CFDA # 93.558 shall not exceed one hundred thousand dollars ($100,000.00).
   - **ii.** Total state general funds provided payment under this Agreement shall not exceed eighty thousand, two hundred six dollars ($80,206.00).

   Payment shall be made in accordance with the respective pay schedule and requirements as outlined in Attachment A. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. County shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.

   B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the County fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the County performs its duties and responsibilities to the satisfaction of Agency.

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

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

A. Provide the services and comply with the duties described in Attachment A.

B. Abide by the terms of the Business Associate Agreement (BAA), Attachment B, which is attached to and incorporated into this Agreement by this reference.

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

A. Pay County in accordance with Section 4 above.

B. Provide support as described in Attachments A.

C. Monitor and evaluate the County's compliance with the conditions set forth in this Agreement.

7. **Special Provisions.**

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

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

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

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
(ii) Procures a commercial sex act during the period of time that the award is in effect; or
(iii) Uses forced labor in the performance of the award or subawards under the award.

D. **Kickbacks.** County certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If County breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from

the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

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

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

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

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

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

K. **Copyright License and Patent Rights.** County acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which

County purchases ownership using funds awarded under this Agreement. County must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

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

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

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

O. **Health Equity.** The County shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.

8. **General Provisions.**

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

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

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The County shall not use this Agreement, 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 County which are pertinent to this Agreement. The County 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 County which are pertinent to this Agreement. The County 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 Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the County 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 Agreements.** The Agency may award supplemental or successor Agreements for work related to this Agreement or may award Agreements to other recipients for work related to this Agreement. The County shall cooperate fully with other recipients and the Agency in all such cases.

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

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

I. **Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, Maternal and Child Health Services Statement of Work, consisting of nine (9) page(s), and Attachment B, Business Associate Agreement, consisting of six (6) page(s), represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control, with the exception of that contained in Attachment B, Business Associate Agreement.

J. **Ethics.** County 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 County's profession.

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

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

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

N. **Independent Contractor.** The County shall function as an independent contractor for the purposes of this Agreement. Consistent with the express terms of this Agreement, the County shall be free from control or direction over the details of the performance of services under this Agreement. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the County 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 except as authorized by this Agreement. The County 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 County or the County's agents or employees as a result of this Agreement. Nothing in this Agreement shall be deemed to change, modify or increase such benefits to either party or its employees.

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

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement. County is the official custodian and owns all data produced in the performance of any work outside the scope of this Agreement. Agency is not responsible for maintaining the privacy or security of County data produced and maintained in the performance of any work outside the scope of this Agreement. Upon termination of services, for any reason, County agrees to return all original and derivative information and documents owned by the Agency to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

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

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

S. **Insurance Requirements.**

(i) During the term of this Agreement, the County 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 County 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 County or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The County 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 County, such insurance in the name of the County, 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 County under this Agreement.

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

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

T. **Insurance Coverage.** The County 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 Agreement shall be covered by workers' compensation coverage obtained through the Wyoming

Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from County's home state to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required. The County 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 Agreement, if such coverage is required by law. If workers' compensation coverage is obtained by County through the Wyoming Department of Workforce Services' workers' compensation program, County shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the Commercial General Liability (CGL) policy required by this Agreement, with minimum limits as follows:

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

(iii) Unemployment Insurance. The County shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The County 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.

(v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the County's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits as follows:
(a) $1,000,000.00 each occurrence; and
(b) $1,000,000.00 general aggregate.

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

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

V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the County 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. § 139101, 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 County, 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 Agreement, or in 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 Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

X. **Termination of Agreement.** This Agreement may be terminated a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; b) by either party, without cause, upon thirty (30) days prior written notice to the other party; or c) upon mutual written agreement by the parties.

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

(ii) Effect of Termination. Upon termination of this Agreement for any reason, the County shall provide to the Agency all Protected Health Information and Electronic Protected Health Information resulting from performance of this Agreement. This shall include all copies of such information regardless of form so that the County retains no copies of Protected Health Information or Electronic Protected Health Information received or created on behalf of the Agency. If return of all Protected Health Information and Electronic Protected Health Information is not feasible, County shall notify the Agency of the conditions that make return infeasible. Upon agreement between the

parties that the return of the Protected Health Information or Electronic Protected Health Information is infeasible, the County shall, for so long as the County maintains the information, a) continue to maintain the information according to the confidentiality requirements of Section 8.H. of this Agreement; b) continue to provide the Agency access to the information according to Section 8.D. of this Agreement; and c) otherwise limit the use and disclosure of such information only to those purposes that make its return infeasible. This provision shall also apply to Protected Health Information and Electronic Protected Health Information that is in the possession of subcontractors or agents of the County.

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

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

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

BB. **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.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

_____ _____
Michael A. Ceballos, Director Date

_____ _____
Stephanie Pyle, MBA Date
Senior Administrator, Public Health Division

COUNTY: CAMPBELL COUNTY

_____ _____
Chairman, Campbell County Board of Commissioners Date

COUNTY ATTORNEY: APPROVAL AS TO FORM

_____ _____
Campbell County Attorney Date

COUNTY CLERK'S ATTESTATION

_____ _____
Campbell County Clerk Date

CAMBELL COUNTY HEALTH DEPARTMENT

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

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Bobbi K. Owen, Assistant Attorney General Date

ATTACHMENT A:
MATERNAL AND CHILD HEALTH STATEMENT OF WORK

GENERAL DESCRIPTION

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

1. Home visitation services;
2. Children's Special Health (CSH) Program services; and
3. MCH services that improve outcomes prioritized by Title V.

I. PAYMENT AND FISCAL REQUIREMENTS

The maximum amount of federal funds provided under CFDA# 93.558 shall not exceed one hundred thousand dollars ($100,000.00).

The maximum amount of state general funds provided shall not exceed eighty thousand, two hundred six dollars ($80,206.00).

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

Agency will systematically review County spending data throughout the Agreement period. If a County has significantly under spent at the time of review, the Agency will notify the County to discuss the circumstances surrounding the spending status, as well as options for proposed reallocation of funds.

If a County is underspent by twenty-five percent (25%) or more by the start of the third (3rd) quarter of each Agreement year (January 1st), funds may be reallocated at the discretion of the Agency. Counties will be invited to submit a plan for spending funds for Agency consideration before final determination, occurring no later than March 1st of each Agreement year.

A final spending assessment will be conducted by the Agency at the end of each Agreement period. If a County is underspent by ten percent (10%) or more and this represents a year-to-year trend, subsequent awards may be reduced.

Fiscal and Performance Reporting Requirements

A. The County will report expenditures based on actual costs (e.g. salary, supplies, etc.) incurred during the service month. The County must obtain written Agency approval to invoice for expenditures incurred outside of the service month.

B. The County will not request reimbursement that exceeds the contractual amount. The purpose of the Agreement is to provide funding to assist with the provision of home visitation, CSH and MCH services, as defined in Sections II - V below.

C. The County will submit monthly MCH invoices via email to the MCH State Nurse Consultant no later than the fifteenth (15th) day of the month following the service month on an approved invoice template provided by the Agency. The County will verify completeness and accuracy of the data and figures included in the invoice before submission.

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

D. The County will submit quarterly MCH/Public Health Nursing (PHN) performance reports no later than the last day of the month following the service quarter via a survey link provided by the Agency. The performance report for MCH services will be combined with the performance report required by PHN generally.

E. All payments are contingent upon timely (no later than the fifteenth (15th) day of the month following the service month) receipt of required monthly MCH invoices, quarterly MCH/PHN performance reports and delivery of required deliverables.

Funding Requirements

A. The County will adhere to the following TANF funding requirements:

   a. The County will complete a TANF Eligibility Form for each client served to confirm client eligibility. The form must be updated annually, or when a client's eligibility (e.g. financial eligibility, Medicaid status) changes.

   b. The County will complete time and task reporting in an Agency-approved system. The County will only use TANF codes when both the client served and the services provided to the client are eligible for TANF funding.

   c. The Agency and the Department of Family Services (DFS) will determine a service's eligibility for TANF based on the following TANF goals:

      (i) Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives,

(ii) End the dependence of needy parents on government benefits by promoting job preparation, work and marriage,
(iii) Prevent and reduce out-of-wedlock pregnancies, and
(iv) Encourage the formation and maintenance of two parent families.

d. The County will not use TANF funds for the following:
(i) The County's thirty-five percent (35%) portion of State nurse salaries,
(ii) Capital construction/remodeling,
(iii) Endowment funds,
(iv) Religious purposes,
(v) Grants to individuals,
(vi) Deficits or retirement of debt,
(vii) Lease or purchase of equipment, unless previously approved by Agency,
(viii) Rent, unless approval is granted by Agency,
(ix) Food, or
(x) Cash Incentives.

B. The County will adhere to the following SGF requirements. The purpose of SGF is to supplement County resources to provide home visitation, CSH, and MCH services. SGF counts toward the required match and maintenance of effort for the Agency's Title V MCH Services Block Grant. Therefore, SGF may also be used to address Title V priority needs.

a. The County will not use SGF for the following:
(i) Capital construction/remodeling,
(ii) Endowment funds,
(iii) Religious purposes,
(iv) Grants to individuals,
(v) Deficits or retirement of debt,
(vi) Lease or purchase of equipment, unless previously approved by Agency,
(vii) Rent, unless approval is granted by Agency,
(viii) Food, unless approval is granted by Agency, or
(ix) Cash Incentives.

C. The County must obtain prior approval of new (e.g. not previously approved) SGF and TANF expenditure requests from MCH State Nurse Consultant.

D. The County will refer to coding instructions for Public Health Nursing Informatics (PHNI), which are incorporated into the Agreement by this reference, including future revisions, or comparable Agency-approved time and task data system for information on the types of services approved for each funding source (e.g. TANF and SGF).

II. GENERAL HOME VISITATION REQUIREMENTS

A. The County will contact all eligible women as legislated in Wyoming Statute: Title 35, Chapter 27 Public Health Nursing Infant Home Visitation Services (Wyo. Stat. Ann §§ 35-27-101, -104) to offer home visitation services. Public Health Nursing within the County

will provide contacts with eligible pregnant women and following pregnancy with eligible women not contacted prenatally.

B. For each referral received, the County must make three (3) attempts to contact the referred individual, using the definition of a contact as described:
   a. A contact includes a phone call, or hospital, home, or office visit that consists of a two-way communication where information about available services is exchanged between the nurse and the client.
      (i) The goal for contacting the County resident birth referrals is seventy-five percent (75%) of referrals received.
      (ii) The goal for contacting the County resident Medicaid births is ninety-five percent (95%) of referrals received.
   b. The County will collaborate with community partners to develop or update an existing list of MCH client resources available. This list is to be used to support MCH client needs and referrals and educate MCH home visiting nurses on available community services.
   c. The County will update MCH services and resources on the Wyoming 211 website at least annually, or as services/resources change.

C. The County will use the following list, as cited in Wyo. Stat. Ann §§ 35-27-101, -104, to prioritize delivery of home visitation services.
   a. First-time pregnant women under the age of twenty (20) years who are on or eligible for Medicaid or Women, Infants, and Children (WIC), or both,
   b. Any pregnant woman or family in need of home visitation services who is referred by an attending physician,
   c. First-time births to women who, regardless of age, are on, or eligible for, Medicaid or WIC, or both,
   d. Preterm births,
   e. Victims of domestic violence,
   f. Pregnant women or mothers presenting with a mental illness or substance abuse problem or both who is an inpatient at the Wyoming State Hospital, a psychiatric hospital, or an inpatient treatment facility, or is referred for services by a community health center,
   g. Pregnant women or mothers confined to a county jail, the Wyoming Women's Center or other correctional facility in-state, on probation or parole, as a result of a conviction of a criminal offense, or
   h. Subsequent pregnancy or births where the woman or family is on, or eligible for, Medicaid or WIC, or both.

D. The County will provide home visitation services, with fidelity, according to the models listed below.
   a. The County will continue to provide Best Beginnings home visitation services, in accordance with Agency Home Visitation Guidelines, which are incorporated into the Agreement by this reference, including future revision, until the Agency transitions to the Maternal Early Childhood Sustained Home Visiting (MECSH)

home visitation model, or no later than sixty (60) days following receipt of in-person training on the MECSH model.

b. The County will provide home visitation services, in accordance with the MECSH Program Manual, Family Partnership Model Guidelines, and most current MECSH Program Addendum. The County will begin implementation of the MECSH home visitation model no later than sixty (60) days following receipt of in-person training.

E. The County will monitor home visitation program data entry into all relevant data systems including but not limited to PHNI, or comparable Agency-approved time and task data system, and MCH Data System(s), or comparable data systems. All data must be entered within seventy-two (72) hours of visit or contact excluding holidays and weekends, as required by PHN Documentation Standard 369. Data entered must be accurate and complete.

F. The County will complete all required trainings, including, but not limited to:
   a. Trainings included as part of MCH Mentorship and Orientation Plan,
   b. Partners for a Healthy Baby curriculum training,
   c. Happy Moms Healthy Babies curriculum training (Intimate Partner Violence training), and
   d. MECSH training.

G. The County will include the MCH State Nurse Consultant and the MCH State Regional Coordinator in hiring activities, including personnel interviews, for all MCH positions or positions whose duties include MCH activities.

III. MECSH HOME VISITATION REQUIREMENTS

A. The County will adhere to the following staffing and training requirements.
   a. All MECSH program staff have adequate workspace, telecommunications and computer capabilities to fulfill program requirements.
   b. In consultation with the Agency, the County will determine a full-time equivalent (FTE) or a percent (%) of a FTE devoted to implementation of the MECSH model based on the county's birth cohort and staff capacity. Counties must dedicate at least 0.5 FTE to implementation of the MECSH model unless approval of a lower FTE is granted by the Agency prior to MECSH implementation. All FTE determinations must be approved and documented by the Agency prior to MECSH implementation.
   c. The MCH State Nurse Consultant will be consulted prior to any changes in FTE status. The MCH State Nurse Consultant will be notified of any resignations of MECSH staff within two (2) business days of the change.
   d. The MECSH model is a nurse-delivered model. Therefore, staff implementing the MECSH model shall have Registered Nurse credentials.

e. All MECSH staff will participate in all training mandated by the Agency in the identified time frames.

f. The County will ensure that no home visitor, a public health nurse who is assigned the duty of home visiting under the MCH program locally, is assigned a caseload or makes a client visit until Agency assigned training is completed.

g. MECSH staff trained as MECSH Trained Trainers will participate in the facilitation of at least one (1) statewide MECSH training per Agreement year.

B. The County will adhere to the following MECSH home visiting implementation requirements.

a. The MECSH program will be implemented in accordance with the MECSH program manual, Family Partnership Model guidelines, and most current Wyoming MECSH Program Addendum, which are incorporated into the Agreement by this reference, including any future revisions.

b. Enrollment in MECSH home visiting services spans pregnancy through the child's second (2nd) birthday.

c. Variations in enrollment and discharge are defined in the Wyoming MECSH Program Addendum.

d. The County will begin implementation of the MECSH home visitation model no later than sixty (60) days following receipt of in-person training. Until this time, counties shall continue to provide the Best Beginnings program.

e. Upon completion of the MECSH training, each 1.0 FTE MECSH home visitor will accept new referrals up to a caseload of twenty-five to thirty (25-30) active clients, unless otherwise approved by the Agency.

f. All clients will, at a minimum, be offered twenty-five (25) home visits according to the MECSH model for frequency of visits.

g. Counties are expected to provide routine and consistent community outreach to ensure adequate referrals sources in order to maintain required caseload. Examples include conducting hospital rounds, meeting with primary care providers, WIC, etc.

C. For each referral received, the County must make three (3) attempts to contact the client to offer MECSH.

D. The County will ensure that home visitors collect required data during client visits. The County will enter required data into the web-based database system, which will be used to report model fidelity. Data will be entered into the data system completely and accurately within seventy-two (72) hours, excluding weekend/holiday, after each client visit.

E. In addition to the MECSH program materials, the County will only use Agency-approved educational materials, such as the Florida State University's Partners for a Healthy Baby curriculum.

F. The County will keep the MCH State Nurse Consultant informed of implementation issues that arise.

G. The County will ensure that home visitors participate in MCH monthly team meetings, clinical case reviews and reflective supervision. If unable to attend the team meeting the home visitor is responsible for reviewing the team meeting/ case review recording.

H. The County will identify and participate in local and statewide Continuous Quality Improvement (CQI) activities related to MECSH. This will include such actions as reviewing agency CQI-related data on a quarterly basis with Agency staff and performing appropriate follow-up, presenting CQI related data for discussion to relevant stakeholders, and Agency participation in the annual Health Stat review meetings.

   a. The County will use an evidence based CQI method of their choosing such as; Plan Do Study Act (PDSA) cycle, LEAN/Six Sigma, etc.

   b. The County may contact Agency Performance Management/Quality Improvement (PM/QI) Council for assistance in performing CQI.

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

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

A. The County will conduct outreach to inform potential clients, providers, and stakeholders about the CSH Program which will be recorded on the MCH/PHN quarterly performance report. Outreach will include distribution of CSH brochures and other programmatic resources approved by the Agency to private providers, clinics, hospitals, child development centers, and other local agencies at least annually.

B. The County will complete all required CSH training prior to beginning CSH duties or client visits. When possible, training will be made available on train.org/Wyoming.

C. For each referral received, the County must make three (3) attempts to contact the referred individual to assess if a CSH, Maternal High Risk (MHR), or Newborn Intensive Care (NBIC) application is appropriate and if care coordination services are needed. The County will respond to the appropriate regional CSH Benefits and Eligibility Specialist in writing within thirty (30) days of the referral. The response will include the result of the referral (e.g. submission of CSH application, referral to community resources, not eligible, declined services, or unable to contact).

D. The County will meet with families in person to complete CSH applications and annual updates.

E. The County will document CSH client assessments on the CSH Pathway document, or another assessment template approved by the Agency. The County will reference the most current Bright Futures guidelines, which are incorporated into the Agreement by this reference, including future revisions, to educate the family on recommended well visits.

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

V. GENERAL MATERNAL AND CHILD HEALTH SERVICES

A. The County will perform activities that support improvement on the MCH State Priorities as described in the Title V State Action Plan. Agency staff, including MCH Program Managers, will provide technical assistance and support to the County to assist with addressing state priorities.

B. In addition to providing evidence-based home visitation services described in Section II and III and high-quality care coordination services for children and youth with special health care needs, high risk pregnant women, and high risk infants as described in Section IV, the County may receive reimbursement for time related to delivering the following approved MCH services. The Agency will provide thirty (30) day notice to the County before any changes are made to the list of approved MCH services below. For more information on approved services, please refer to coding instructions for PHNI or comparable Agency-approved time and task data system.

a. Family planning office visits for non-Title X offices,
b. Group prenatal and/or parenting classes in the clinic setting,
c. Breastfeeding consultations in the clinic setting,
d. Classroom-based sexual education approved by MCH Youth and Young Adult Health Program (YAYA) Manager in consultation with MCH State Nurse Consultant,
e. Child safety education in the clinic setting,
f. Presumptive Eligibility enrollment,
g. Planning of and participation in community baby showers for the purpose of informing the public about available MCH services,
h. Support of state-funded genetics clinics, if applicable,
i. MCH orientation and required trainings,
j. Agency approved education such as conferences and webinars, to support MCH services,
k. Multi-disciplinary Team (MDT) and Child Protection Team (CPT) meetings to support MECSH enrolled DFS clients, and
l. Community Advisory Board (CAB) meetings that support MECSH fidelity.

C. The County will track the activities described above in Section V.B. in PHNI or comparable Agency-approved time and task data system. This system will determine the County's reimbursable time and tasks each month.

D. The County will ensure all MCH staff nurses complete required MCH orientation and additional training as recommended or required by the Agency. Agency staff, including MCH Program Managers, will assure availability of relevant MCH training courses.

E. The County will include the MCH State Nurse Consultant and the MCH State Regional Coordinator in hiring activities, including personnel interviews, for all MCH positions or positions whose duties include MCH activities.

F. The County may provide other MCH services not directly reimbursed through the Agreement in order to meet identified community needs. However, the County will need to pay for these services through another mechanism (e.g. Medicaid, private insurance). Funding from the Agreement will only reimburse for MCH-approved activities referenced in Section V. B. above. Examples of services not approved under the Agreement include:
   a. Short term prenatal/postnatal visits for non-MECSH-enrolled clients (e.g. Welcome Home Visits),
   b. Child/maternal exams (e.g. infant weight checks, maternal blood pressure checks),
   c. DFS Joint Visits,
   d. Screening, Brief Intervention and Referral to Treatment (SBIRT) Assessments,
   e. Tobacco Cessation,
   f. Health fairs, and
   g. Routine County staff meetings.

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

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

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

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

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

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

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

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

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 Agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement, the Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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: 9:25 Ary Simple Subdivision

*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
wyoming

Memorandum Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Megan Nelms, AICP, Planner and Zoning Administrator

DATE: August 11, 2020

SUBJECT: Ary Simple Subdivision
A portion of the SW¼, Section 6, T50N, R70W

Case Number: 19.05 CRSD

Summary: The applicant is proposing to subdivide 51.16 acres into two parcels, a 16.07-acre tract and a 35.09-acre tract. It should be noted that the proposed 35.09-acre tract cannot be further subdivided through the Simple Subdivision process.

Current Zoning: Unzoned

Proposed Zoning: Unzoned – No zoning required outside the Joint Plan Boundary

Planning Commission Recommendation: At their October 17, 2020 meeting the Planning Commission recommended APPROVAL of the proposed simple subdivision, pending completion of all planning considerations.

Staff Recommendation: Staff recommends APPROVAL of the proposed simple subdivision.

500 South Gillette Avenue
Suite 1400
Gillette, Wyoming 82716

Campbell County
wyoming

Public Works Department
(307) 685-8061
(307) 687-6349 Fax

Ary
Simple Subdivision

August 7, 2020

Planning Commissioners Meeting
October 17, 2019

Board of Commissioners Meeting

Applicant: Stacy L. Ary Trust

Case Number: 19.05 CRSD

Agent: Doyle Surveying

Summary: The applicant is proposing to subdivide 51.16 acres into two parcels, a 16.07-acre tract and a 35.09-acre tract. It should be noted that the proposed 35.09-acre tract cannot be further subdivided through the Simple Subdivision process.

Legal Description: A portion of the SW¼, Section 6, T50N, R70W

Location: The property is located on the west side of American Road, approximately 5 miles north of the American Road I-90 exit.

Current Zoning: Unzoned

Proposed Zoning: Unzoned – No zoning required outside the Joint Plan Boundary

Existing Land Use: Vacant grasslands. There is an existing home on the proposed 16.07 acre tract

Adjacent Land Use:

North:	Scattered residences on larger tracts, UZ
South:	Scattered residences on larger tracts, UZ
East:	Scattered residences on larger tracts, UZ
West:	Scattered residences on larger tracts, UZ

Water Source: Individual Wells

Wastewater: Individual Septic Systems

Planning Considerations:

1. Sealed, original Record of Survey

2. Original, signed Simple Subdivision Application

3. Proposed Tract 1 is in a flag lot configuration. Per Section 7.4(l) flag lots are generally prohibited because they have often been used to avoid building a street to serve a subdivision, and their use increases the number of approaches onto roads

   The configuration of Tract 1 should be revised to remove the flag lot. Planning Commission recommends allowing the flag lot configuration and adding a statement on the Record of Survey stating "no access to Tract 1 is allowed via Hope Dr."

4. Survey Revisions:
   a. On the Patriot Lane easement, the ROS shows the record bearing as 64°59'53" but the Survey Plat show 65°08'43". The rest of the record bearings and distances on the ROS match the Survey
   b. Why is "formerly described as" being added to the legal descriptions?

5. Cosmetic Revisions:
   a. Label the easement as AMERICAN ROAD not American Ranch Road.
   b. Label each parcel legal description as Tract 1 & Tract 2

6. Standard Planning Considerations:
   a. Owners & Encumbrance Report (not less than three months old)
   b. Consent to Subdivide
   c. Publisher's Affidavit

Staff Recommendation: Staff recommends APPROVAL of the proposed simple subdivision, pending completion of all planning considerations.

Planning Commission Recommendation: On October 17, 2019 the County Planning Commission recommended APPROVAL of the simple subdivision upon completion of all planning considerations.

SIMPLE SUBDIVISION APPLICATION
ISOLATED PARCEL (35+ ACRES) RECORD OF SURVEY DIVISION
SUBDIVISION PERMIT

Applicant Information

Name of Applicant:	Stacy L. Ary Trust		
Applicant Phone Number:	~~307.685.0757~~	~~Applicant Fax Number:~~	689-9643
Applicant Mailing Address:	P.O. Box 1016 Gillette, WY 82717		
Applicant Email Address:	slahobbs@bresnan.net		
Relationship of Applicant to Property:	☒ Owner ☐ Tenant ☐ Lessee ☐ Other		

Agent Information

Name of Authorized Agent (if applicable):	Doyle Surveying Inc.		
Agent Phone Number:	307.686.2410	Agent Fax Number:	685.2054
Agent Mailing Address:	801 E 4th St., Ste 15, Gillette, WY 82716		
Agent Email:	dls@vcn.com.		

The applicant requests to receive correspondence from the Planning Department regarding any submittals received or changes made regarding this application.

Stacy L. Ary
Applicant

9-12-2019
Date

INFORMATION REQUIRED FOR REVIEW:

1. Legal Description of Area: Pt. SW'/4 Sec 6, T50N, R70W.
2. Parcel to be divided is a quarter of a quarter section, or, if larger than a quarter of a quarter section, is less than seventy acres.

   Total Proposed Area for this Subdivision: 51.175 Acres
3. Parcel is surrounded by land owned by others than the applicant.
4. Parcel is being divided into two (2) tracts
5. Parcel sizes both exceed ten (10) acres in size:

   Parcel 1: 16.078 Acres Parcel 2: 35.097 Acres

RECEIVED
SEP 12 2019

Landowner's Certification:

The above or foregoing subdivision of Part SW1/4 Section 6, T50N, R70W of Sixth P.M. as appears on the attached Record of Survey, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct survey of the area as it is divided into two parcels;

That ingress and egress and utility easements have been provided to each parcel by binding and recordable easements of not less than forty (40).

There will be no proposed domestic water source, public sewage disposal system or public maintenance of streets or roads. Maintenance of streets or roads will be the responsibility of the lot owners.

Landowner acknowledges that parcels created under this section shall not be eligible for further subdivision under the reduced minimum requirements provided by this section.

Executed this 12th day of September A.D., 2019 by

Stacy L. Ary
Owner

Stacy L. Ary
Owner

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Subdivision Application was acknowledged before me by Stacy L. Ary this 12 day of September, 20 19.

Notary Public

My Commission Expires: 01-04-2023

SEAL

JONATHAN J. SHANNON - NOTARY PUBLIC
County of Campbell
State of Wyoming
MY COMMISSION EXPIRES JANUARY 4, 2023

CERTIFICATE OF APPROVAL – CAMPBELL COUNTY PLANNING COMMISSION:

The foregoing Subdivision Application dated _____, 20 ____, by _____ and the attached Record of Survey dated _____, 20 _____, is approved by the Campbell County Planning Commission this _____ day of _____, 20 ____, A.D.

Chairman of the Planning Commission

Attest:

Clerk of the Planning Commission

SUBDIVISION PERMIT APPROVAL – CAMPBELL COUNTY BOARD OF COMMISSIONERS

The foregoing Subdivision Application dated _____, 20 ___ by _____ and the attached Record of Survey dated _____, 20 ___ is approved by the Board of Commissioners in and for the County of Campbell, State of Wyoming, this ____ day of _____, 20 __, A.D.

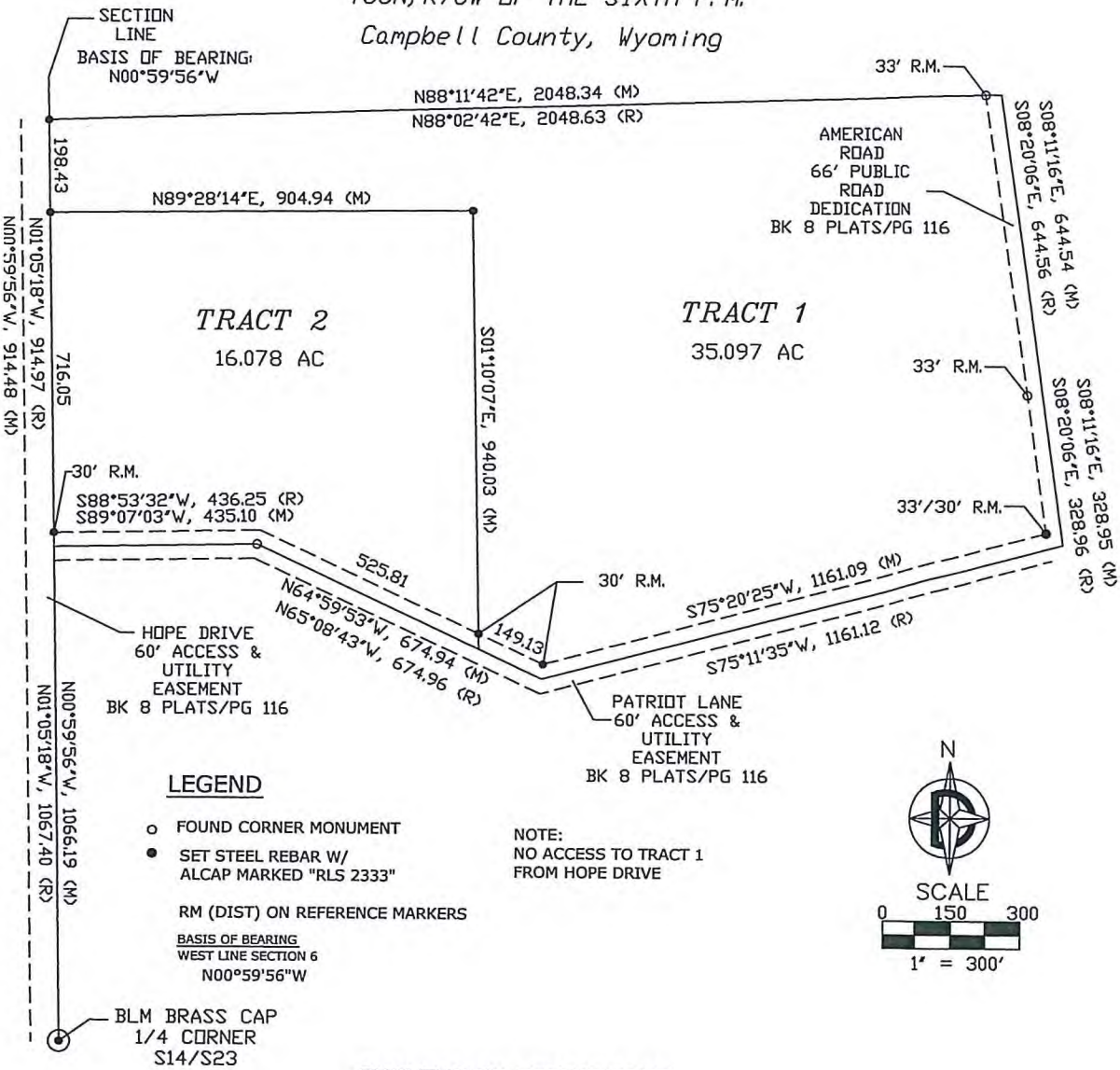
_____
Chairman of the Board

Attest:

_____
Clerk of the Board

Record of Survey

PART OF
SW1/4 SECTION 6
T50N, R70W OF THE SIXTH P. M.
Campbell County, Wyoming



SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, of Gillette, Wyoming, hereby certify that this plat was made from notes taken during and actual survey performed under my direct supervision during the months of February and March, 2019, and that said survey is accurately represented on this plat and is set out on the ground as shown hereon.

Professional Land Surveyor
RICHARD T. DOYLE
2333
DATE 7/20/20
WYOMING

PREPARED BY:
DOYLE SURVEYING, INC.
801 E. Fourth St. ,Ste 15
Gillette, WY 82716
PH: (307) 686-2410

DATE OF PREPARATION:
9-12-2019

PREPARED FOR:
Stacy L. Ary Trust
P.O. Box 1016
Gillette, WY 82717

LAND DESCRIPTION
TRACT 2

A tract of land situated in the SW1/4 of Section 6, Township 50 North, Range 70 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Beginning at a point of the West section line of said Section 6 from which the Southwest section corner of Section 6 lies S00°59'56"E a distance of 1066.19 feet, formerly described at S01°05'18"E a distance of 1067.40 feet;

Thence N00°59'56"W along the said West section line of Section 6, formerly described as N01°05'18"W, a distance of 716.05 feet;

Thence N89°28'14"E a distance of 904.94 feet;

Thence S01°10'07"E a distance of 940.03 feet;

Thence N64°59'53"W, formerly described as N65°08'43"W, a distance of 525.81 feet;

Thence S89°07'03"W a distance of 435.10 feet, formerly described as S88°53'32"W a distance of 436.25 feet to the point of beginning.

Said tract of land contains 16.078 Acres more or less, subject to all right, restrictions, reservations and/or easements of sight and record.

LAND DESCRIPTION
TRACT 1

A tract of land situated in the SW1/4 of Section 6, Township 50 North, Range 70 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at a point of the West section line of said Section 6 from which the Southwest section corner of Section 6 lies S00°59'56"E a distance of 1066.19 feet, formerly described at S01°05'18"E a distance of 1067.40 feet;

Thence N00°59'56"W along the said West section line of Section 6, formerly described as N01°05'18"W, a distance of 716.05 feet to the TRUE POINT OF BEGINNING;

Thence N00°59'56"W along the said West section line of Section 6, formerly described as N01°05'18"W, a distance of 198.43 feet;

Thence N88°11'42"E a distance of 2048.34 feet, formerly described as N88°02'42"E a distance of 2048.63feet, to the centerline of American Road;

Thence S08°11'16"E a distance of 644.54 feet, formerly described as S08°20'06"E a distance of 644.56 feet, along the said centerline of American Road;

Thence S08°11'16"E a distance of 328.95 feet, formerly described as S08°20'06"E a distance of 328.96 feet, along the said centerline of American Road;

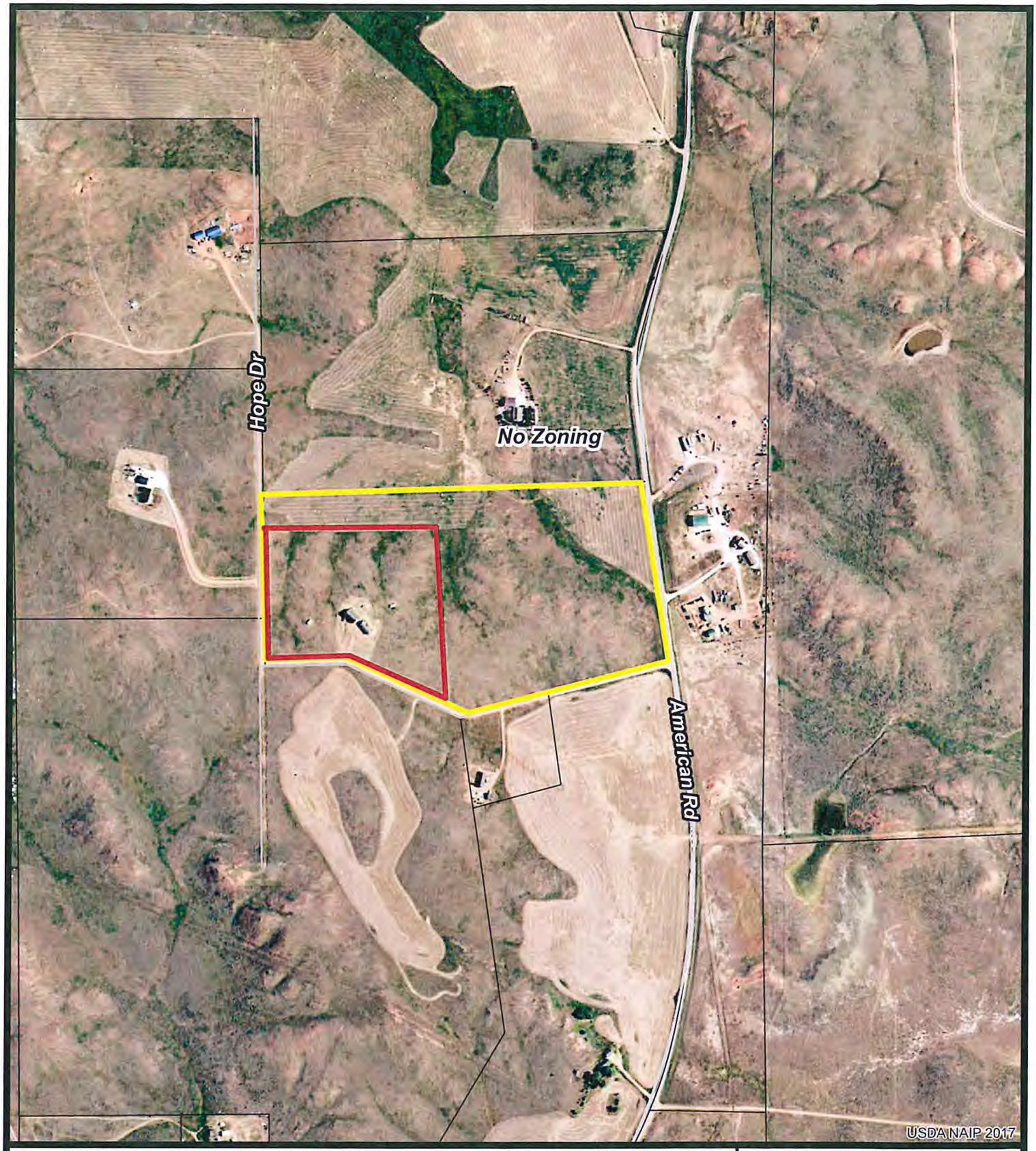
Thence S75°20'25"W a distance of 1161.09 feet, formerly described as S75°11'35"E a distance of 1161.12 feet;

Thence N64°59'53"W, formerly described as N65°08'43"W, a distance of 149.13 feet;

Thence N01°10'07"W a distance of 940.03 feet;

Thence S89°28'14"W a distance of 904.94 feet to the point of beginning.

Said tract of land contains 35.097 Acres more or less, subject to all right, restrictions, reservations and/or easements of sight and record.



Campbell County
wyoming

N

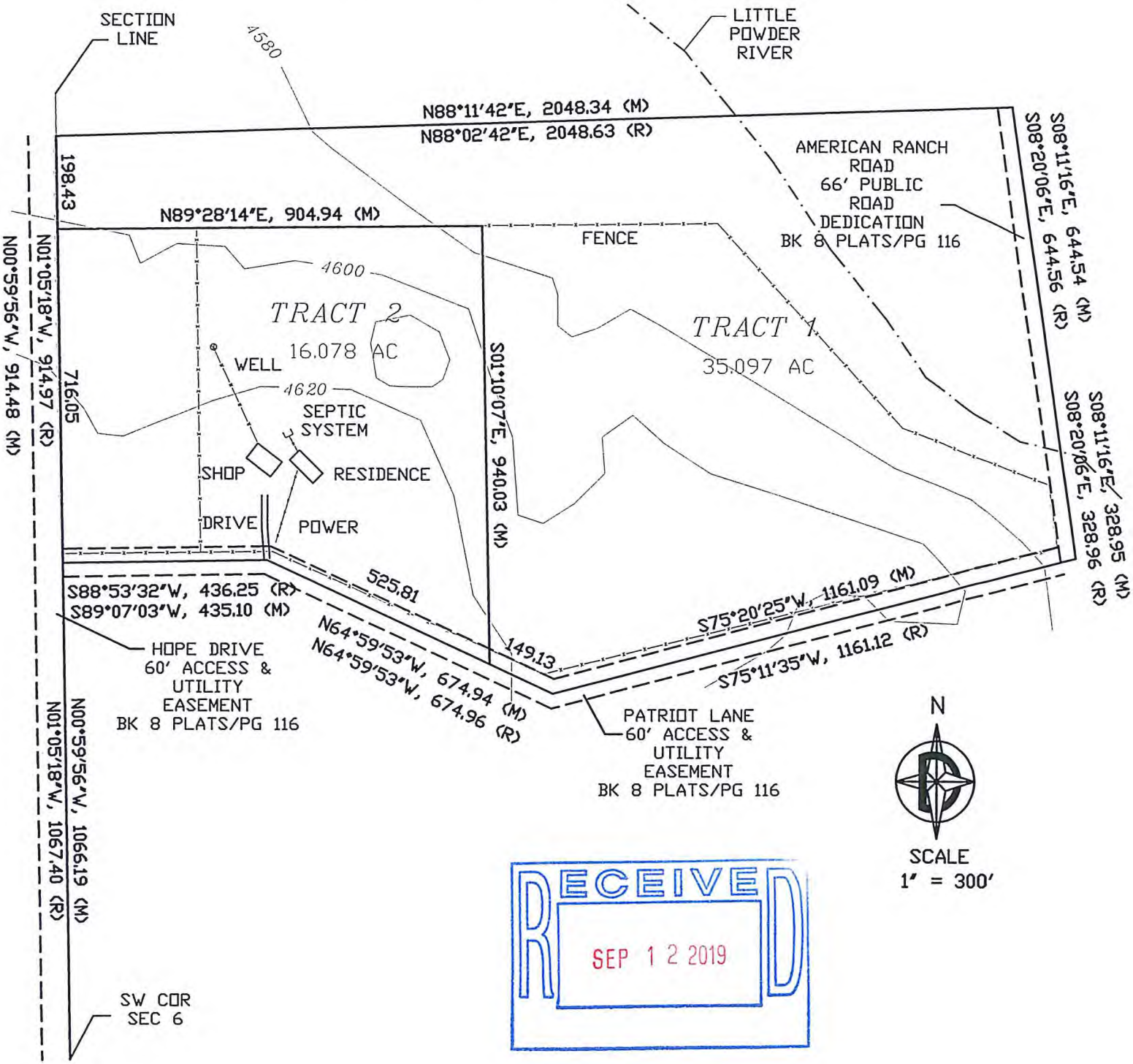
0 440 880 Feet

CAMPBELL COUNTY
DEPARTMENT OF PUBLIC WORKS
500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

Ary Simple Subdivision

DATE: 9/12/2019 DRAWN BY: mak08

SITE PLAN
PART OF
SW1/4 SECTION 6
T50N, R70W OF THE SIXTH P. M.
Campbell County, Wyoming



RECEIVED
SEP 12 2019

Prepared for:
Stacy L Ary Trust
P. O. BOX 1016
Gillette, WY 82717

DATE OF PREPARATION:
9/2019

Prepared by:
DOYLE SURVEYING, INC.
801 East Fourth Street
Suite. 15
Gillette, WY 82716
PH: (307)686-2410

MEMBERS PRESENT
Todd Hildebrand, Chairman
Bob Jordan, Vice Chair
Marc Matlick, Member
Kurt Siebenaler, Member
Miles Williams, Member

MEMBERS ABSENT

STAFF MEMBERS PRESENT
Megan Nelms, Planner and Zoning Administrator
Kevin King, Public Works Director
Clark Melinkovich, Staff Engineer
Melissia Kershner, County Recorder

The meeting was brought to order by Chairman Hildebrand at 7:00 p.m.

Approval of Minutes

Chairman Hildebrand called for a motion for the approval of the minutes from the September 19, 2019 County Planning Commission meeting. Bob Jordan motioned; Marc Matlick seconded. All voted Aye. Motion carried.

Case No. 19.05 CRSD – Ary Simple Subdivision
Stacy L. Ary Trust/Doyle Land Surveying

Chairman Hildebrand introduced the case and asked staff to present. Megan Nelms presented the case, and recommended approval of the simple subdivision, pending completion of all planning considerations.

Chairman Hildebrand asked if there were any questions. Dick Doyle, agent for Stacy Ary, approached the Board. Dick said he disagrees with planning consideration #3 which states, "Proposed Tract 1 is in a flag lot configuration. Per Section 7.4(l) flag lots are generally prohibited because they have often been used to avoid building a street to serve a subdivision, and their use increases the number of approaches onto roads." He reports the piece that looks like the "pole" of the flag lot is 200' wide and used to produce hay, not as an access.

Miles Williams asked why they don't use that portion of the lot to increase the acreage of the other proposed parcel. Stacy Ary responded she uses the area for income as a hay meadow.

Kurt Siebenaler asked Stacy why she is splitting the property. She responded that she would like to sell the house and 16 acres while keeping the remaining 35 acres for herself. Bob Jordan asked if she intends to develop the 35 acres to which she said she does not; unless she put another home of her own there in the future. Miles Williams

asked who lives in the house on the proposed 16 acres. Stacy replied the house is hers right now. She wants to sell the land with the house and keep the other 35 acres as agricultural and have it for income.

Megan re-iterated Staff's concern regarding the flag shaped lot, noting that any future subdividing could use the configuration for access to more developed parcels. Dick asked if there could be anything added to the Record of Survey that could prohibit future development on that parcel? Stacy reported that when she purchased the property, it was with the stipulation in the Covenants that it could only be divided once. Bob Jordan asked if that was on record at the court house. Stacy said she thought they were at the courthouse or she received it from the title company. Either way, it is stipulated in the property covenants. It was noted that neither the title report nor covenants have been given to Staff for review.

There was discussion among the planning commission on the flag lot and if they could leave the configuration as is, with stipulations. Megan advised that was correct. They could recommend approval with the planning considerations presented by staff, or the planning commission can modify the considerations with their recommendation.

Chairman Hildebrand asked if there were any other comments or discussion. There were none. With that, he asked for a motion. Commissioner Williams moved to approve case number 19.05 CRSD, Ary Simple Subdivision, pending completion of all planning considerations. Commissioner Williams added to the motion the following considerations: removing planning consideration #3, thus allowing the flag shaped parcel. He added a planning consideration, to require a statement on the Record of Survey that no access for Tract 1 is allowed from Hope Drive. He also added that if review of the Covenants found that parcels are not limited to just a one-time split, that the case will be brought back before the Planning Commission. Commissioner Matlick seconded. Voting was as follows:

Bob Jordan	Yes
Todd Hildebrand	Yes
Kurt Siebenaler	No
Marc Matlick	Yes
Miles Williams	Yes
Motion Carried	4/1.

Other Business

The Wyoming Planning Association held their annual conference in Gillette last week with a good turnout. One of the items to celebrate is Commissioners Todd Hildebrand and Bob Jordan were nominated and then awarded the 2019 Planning Commissioners of the Year. Congratulations gentlemen!

Adjournment

There being no further business to come before the Board, Chairman Hildebrand adjourned the meeting at 7:32 p.m.

_____
Chairman Hildebrand, Planning Commission Chairman
mk

NOTE: Campbell County Planning Commission meeting minutes contain a summary of discussions and are not intended to be verbatim.

867037

AGREEMENT CREATING RESTRICTIVE COVENANTS

We, the undersigned owners of real property in Campbell County, Wyoming, described as follows to wit:

Parcel 1 as described in Exhibit 1 attached hereto
Parcel 2 as described in Exhibit 2 attached hereto
Parcel 3 as described in Exhibit 3 attached hereto
Parcel 4 as described in Exhibit 4 attached hereto
Parcel 5 as described in Exhibit 5 attached hereto
Parcel 6 as described in Exhibit 6 attached hereto
Parcel 7 as described in Exhibit 7 attached hereto
Parcel 8 as described in Exhibit 8 attached hereto
Parcel 9 as described in Exhibit 9 attached hereto
Tract 1A as described in Exhibit 11 attached hereto
Tract 2A as described in Exhibit 11 attached hereto
Tract 3A as described in Exhibit 11 attached hereto
Tract 4A as described in Exhibit 12 attached hereto
Tract 5A as described in Exhibit 12 attached hereto
Tract 6A as described in Exhibit 12 attached hereto

and as illustrated on the Plat attached hereto as Exhibit "A" ("Subject Properties"), for the purpose of maintaining fair and adequate property values in the Subject Properties and continuing the Subject Properties as desirable residential properties in Campbell County, Wyoming, in consideration of our mutual interest as owners of the Subject Properties, we hereby covenant and agree with one another as follows:

1. No trailer house or mobile home shall be placed on any of the above-described properties for any reason, unless, any such trailer house or mobile home has dimensions of, or exceeding, 25 x 50 feet, and is constructed with a pitched roof, and is placed on a concrete foundation;

2. No more than two (2) residences shall be constructed on, or any way placed on any of the above-described properties.

3. None of the above-described properties shall be divided into more than two (2) properties. If any property is divided into two (2) parcels, no more than one (1) residence shall ever be placed on each such property;

4. Garbage disposal shall be the sole responsibility of the property owner. Each property owner shall make arrangements to obtain garbage disposal, or otherwise ensure that garbage is removed from the property at least one (1) time per week;

5. No vehicles, machinery, equipment or materials shall be stored on any of the above-described property, unless any such vehicles, machinery, equipment or materials are

put to some practical use on the property on which it is being kept at least one (1) time per year, or any such vehicles, machinery or equipment are kept in a garage or an area enclosed by a privacy fence;

6. Any construction, maintenance or remodeling of any kind, whether it be plumbing, electrical, sewer, or any other construction, maintenance, or remodeling on any of the above-described property must fully comply with the UPC and NEC, and must be permitted and inspected by the County Engineer, and pass all inspections.

7. The Subject Properties are to be kept as peaceful and enjoyable residential properties free from excessive noise. No property owner shall produce, or in any way cause, or foster, unreasonable levels of noise within the Subject Properties.

8. The road running along the 60 foot access and utility easements traveling through Parcels 4, 5, 9, 3A, 4A, 5A as illustrated in Exhibit A attached hereto shall be maintained so that it remains in good condition and it shall not deviate from its current route. The property owners making substantial use of that access and utility easement for purposes of accessing their properties shall be responsible for maintaining that road and insuring the road does not deviate from its current route. All of the land owners making substantial use of the easement for access to their properties shall be responsible for the maintenance of the road and shall equally share the costs and expenses of maintaining the road traveling along the easements and insuring that the road does not deviate from its current route.

Any deed, lease, conveyance, or contract made in violation of this Agreement shall be void and may be set aside on petition of one or more of the parties to this Agreement, and all successors in interest, heirs, executors, administrators, or assigns, shall be deemed parties to this Agreement to the same effect as the original signers; and when any such conveyance or other instrument is set aside by decree of a court of competent jurisdiction.

This Agreement Creating Restrictive Covenants may also be enforced by specific performance, injunctive relief, or other equitable relief as may be fashioned by the Court.

All costs and all expenses of any proceedings to enforce the terms of this Agreement creating restrictive covenants shall be taxed against the offending party or parties, and shall be declared by the Court to constitute a lien against the real estate so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforce in such manner as the court may order.

This Agreement constitutes a mutual covenant running with the land, and all successive future owners shall have the same right to invoke and enforce its provisions as the original signers of this Agreement this Agreement shall be deemed effective.

This Agreement shall become effective upon its execution by all of the parties owning an

interest in the Subject Properties.

In witness, each party to this Agreement has caused it to be executed at office of Lubnau, Bailey, & Dumbrill, PC Attorney's at Law on the dates indicated below.

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Donna B. Tanner

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Donna B. Tanner, this 7th day of March, 2006.

Witness my hand and official seal.

GLENDA J. BROWN - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 14, 2006

My Commission Expires:

Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Sheri Koenig, Attorney-in-Fact for
Donna B. Tanner

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Sheri Koenig, Attorney in Fact for Donna B. Tanner, this 7th day of March, 2006.

Witness my hand and official seal.

GLENDA J. BROWN - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 14, 2006

My Commission Expires:

Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Robert Johnson, Attorney-in-Fact for
Donna B. Tanner

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Robert Johnson, Attorney in Fact, this 24th day of October, 2005.
for Donna B. Tanner

Witness my hand and official seal.

GLENDA J. BROWN - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 14, 2006

My Commission Expires: Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Chad L. Hooker, Private Client Officer for First Interstate Bank as Trustee of Howard A. Tanner Testamentary Trust dated February 5, 1987.

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Chad L. Hooker, Private Client Officer for First Interstate Bank as Trustee of Howard A. Tanner Testamentary Trust dated February 5, 1987, this 3rd day of February, 2006.

Witness my hand and official seal.

GLENDA J. BROWN - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 14, 2006

My Commission Expires: Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Larry Hobbs

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Larry Hobbs, this 1 day of February, 2006.

Witness my hand and official seal.

JODY M. McGEE - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires June 24, 2007

My Commission Expires: Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Stacy Hobbs

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Stacy Hobbs, this 1 day of February, 2005.

Witness my hand and official seal.

GLENDA J. BROWN – NOTARY PUBLIC
County of Campbell
State of Wyoming
My Commission Expires June 24, 2009

My Commission Expires:

Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Ryan Walker

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Ryan Walker, this 2nd day of December, 2005.

Witness my hand and official seal.

GLENDA J. BROWN – NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
My Commission Expires Sept. 14, 2006

My Commission Expires:

Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Tawnya Walker

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Tawnya Walker, this 2nd day of December, 2005.

Witness my hand and official seal.

My Commission Expires:

Notary Public

GLENDA J. BROWN – NOTARY PUBLIC
COUNTY OF
STATE OF

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Aric Peterson

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Aric Peterson, this 2nd day of November, 2005.

Witness my hand and official seal.

My Commission Expires:

GLENDA J. BROWN - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 14, 2006

Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Marissa Peterson

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Marissa Peterson, this 2nd day of November, 2005.

Witness my hand and official seal.

My Commission Expires:

GLENDA J. BROWN - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 14, 2006

Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Ty Anderson

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Ty Anderson, this 4th day of November, 2005.

Witness my hand and official seal.

My Commission Expires:

Notary Public

GLENDA J. BROWN - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 14, 2006

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Sarah Anderson

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Sarah Anderson, this 4th day of November, 2005.

Witness my hand and official seal.

My Commission Expires: GLENDA J. BROWN – NOTARY PUBLIC COUNTY OF CAMPBELL STATE OF WYOMING Sept. 14, 2005

Notary Public

GLENDA J. BROWN – NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 14, 2006

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Barbara Hardy

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Barbara Hardy, this 22 day of Feb, 2006 4th

Witness my hand and official seal.

My Commission Expires: GLENDA J. BROWN – NOTARY PUBLIC COUNTY OF CAMPBELL STATE OF WYOMING My Commission Expires Sept. 14, 2006

Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Jerry Waugh

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Jerry Waugh, this 3rd day of December, 2005.

Witness my hand and official seal.

My Commission Expires: June 27, 2008

Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Sheila Waugh

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Sheila Waugh, this 3rd day of December, 2005.

Witness my hand and official seal.

My Commission Expires: June 27, 2008

Notary Public

LORINDA J. STEELE – NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires June 27, 2008

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Robert Johnson

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Robert Johnson, this 24th day of Feb, 2006.

Witness my hand and official seal.

My Commission Expires:

Notary Public

GLENDA J. BROWN – NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 14, 2006

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Jane Johnson

The foregoing **Agreement Creating Restrictive Covenants** was acknowledged before me Jane Johnson, this 6 day of December, 2005.

Witness my hand and official seal.

My Commission Expires:

Notary Public

GLENDA J. BROWN – NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 14, 2006

LEGAL DESCRIPTION

PARCEL 1

A tract of land located in a portion of the SW ¼ of the NW ¼ and a portion of the NW ¼ of the SW ¼ of Section 7, T 50 N, R 70 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the west ¼ corner of said Section 7; thence N 00° 49' 20" W, 897.00 feet; thence S 55° 16' 33" E, 1,527.27 feet the centerline of American County Road; thence S 31° 38' 42" W along the said centerline of American County Road, 99.57 feet; thence along the said centerline of American County Road and a curve to the left, said curve has a central angle of 13° 14' 47", a radius of 2,635.00 feet and an arc length of 609.19 feet; thence S 18° 23' 55" W along the said centerline of American County Road, 728.81 feet; thence S 87° 09' 35" W, 684.26 feet; thence N 00° 50' 34" W, 1,334.22 feet to the point of beginning and containing 41.00 acres more or less.

CERTIFICATE OF SURVEYOR

I, Robert L. St. Claire, a Professional Land Surveyor duly registered in the State of Wyoming do hereby certify that the above legal description is a true and accurate description of the property to the best of my knowledge and belief.

Professional Land Surveyor
Robert L. St. Claire
584
Date 12/19/01
WYOMING

2137 pg 110

LEGAL DESCRIPTION

PARCEL 2

A tract of land located in a portion of the NW ¼ and a portion of the North ½ of the SW ¼ of Section 7, T 50 N, R 70 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the west ¼ corner of said Section 7; thence N 44° 17' 21" E, 740.13 feet to the point of beginning; thence N 30° 36' 03" E, 1,409.74 feet; thence N 08° 20' 55" W, 357.21 feet; thence S 79° 59' 57" E, 1,003.70 feet to the centerline of American County Road; thence along the said centerline of American County Road and along a curve to the right, said curve has a central angle of 02° 39' 06", a radius of 4,100.00 feet and an arc length of 189.75 feet to a point of compound curve; thence along the said centerline of American County Road and along a curve to the right, said curve has a central angle of 19° 13' 24", a radius of 2,462.00 feet and an arc length of 826.03 feet thence S 31° 38' 42" W along the said centerline of American County Road, 1,112.53 feet; thence N 55° 16' 33" W, 882.81 feet to the point of beginning and containing 40.00 acres more or less.

CERTIFICATE OF SURVEYOR

I, Robert L. St. Claire, a Professional Land Surveyor duly registered in the State of Wyoming do hereby certify that the above legal description is a true and accurate description of the property to the best of my knowledge and belief.

Professional Land Surveyor
Robert L. St Claire
584
Date 12/12/01
WYOMING

LEGAL DESCRIPTION

PARCEL 3

A tract of land located in a portion of the South ½ of the NW ¼ and a portion of the North ½ of the SW ¼ of Section 7, T 50 N, R 70 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the center ¼ corner of said Section 7; thence N 01° 05' 08" W, 1,198.19 feet; thence N 89° 00' 26" W, 616.15 feet to the centerline of American County Road; thence along the said centerline of American County Road and a curve to the right, said curve has a central angle of 09° 25' 52", a radius of 2,462.00 feet and an arc length of 405.26 feet; thence S 31° 38' 42" W along the said centerline of American County Road, 1,212.10 feet; thence along the said centerline of American County Road and a curve to the left, said curve has a central angle of 13° 14' 47", a radius of 2,635.00 feet and an arc length of 609.19 feet; thence S 18° 23' 55" W along the said centerline of American County Road, 728.81 feet; thence N 87° 09' 35" E, 1,972.74 feet; thence N 01° 05' 08" W, 1,328.95 feet to the point of beginning and containing 80.12 acres more or less.

CERTIFICATE OF SURVEYOR

I, Robert L. St. Claire, a Professional Land Surveyor duly registered in the State of Wyoming do hereby certify that the above legal description is a true and accurate description of the property to the best of my knowledge and belief.

Professional Land Surveyor
Robert L. St. Claire
584
Date 12/19/01
WYOMING

LEGAL DESCRIPTION

PARCEL 4

A tract of land located in a portion of the South ½ of the SW ¼ of Section 6 and in a portion of the North ½ of the NW ¼ of Section 7, T 50 N, R 70 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the west ¼ corner of said Section 7; thence N 29° 25' 28" E, 2,407.16 feet to the point of beginning; thence S 79° 59' 57" E, 1,003.70 feet to the centerline of American County Road; thence along the said centerline of American County Road and along a curve to the left; said curve has a central angle of 18° 18' 56", a radius of 4,100.00 feet and an arc length of 1,310.63 feet; thence N 08° 32' 44" W along the said centerline of American County Road, 487.45 feet; thence S 75° 14' 37" W, 1,161.52 feet; thence S 08° 20' 55" E, 1,330.98 feet to the point of beginning and containing 40.00 acres more or less.

CERTIFICATE OF SURVEYOR

I, Robert L. St. Claire, a Professional Land Surveyor duly registered in the State of Wyoming do hereby certify that the above legal description is a true and accurate description of the property to the best of my knowledge and belief.

Professional Land Surveyor
Robert L. St. Claire
584
Date 12/19/01
WYOMING

LEGAL DESCRIPTION

PARCEL 5

A tract of land located in a portion of the South ½ of the SW ¼ of Section 6 and in a portion of the NW ¼ of Section 7, T 50 N, R 70 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the west ¼ corner of said Section 7; thence N 00° 49' 20" W, 897.00 feet to the point of beginning; thence N 00° 49' 20" W, 1,726.66 feet to the Northwest corner of Said Section 7; thence N 01° 06' 29" W, 1,065.62 feet; thence N 88° 53' 32" E, 435.23 feet; thence S 65° 08' 43" E, 674.96 feet; thence S 08° 20' 55" E, 1,688.19 feet; thence S 30° 36' 03" W, 1,409.74 feet; thence N 55° 16' 33" W, 644.47 feet to the point of beginning and containing 71.50 acres more or less.

CERTIFICATE OF SURVEYOR

I, Robert L. St. Claire, a Professional Land Surveyor duly registered in the State of Wyoming do hereby certify that the above legal description is a true and accurate description of the property to the best of my knowledge and belief.

Professional Land Surveyor
Robert L. St. Claire
584
Date 12/14/01
WYOMING

PARCEL 6

A tract of land located in a portion of the South ½ of the SW ¼ of Section 7, T 50 N, R 70 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the Southwest ¼ corner of said Section 7; thence N 87° 04' 36" E, 2,662.94 feet to the South ¼ corner of said Section 7; thence N 01° 05' 08" W, 1,328.95 feet; thence S 87° 09' 35" W, 2,657.00 feet; thence S 00° 50' 07" E, 1,330.00 feet to the point of beginning and containing 81.23 acres more or less.

LEGAL DESCRIPTION

PARCEL 7

A tract of land located in a portion of the NW ¼ of Section 6, T 50 N, R 70 W and a portion of the SW ¼ of Section 31, T 51 N, R 70 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the Northwest corner of said Section 6; thence N 88° 02' 42" E, 2,788.27 feet; thence S 29° 05' 06" W, 589.95 feet; thence S 27° 27' 43" W, 139.35 feet; thence along a curve to the left, said curve has a radius of 1,088.07 feet, a central angle of 26° 57' 34" and an arc length of 511.97 feet; thence S 00° 30' 10" W, 326.58 feet; thence along a curve to the right, said curve has a radius of 1,891.88 feet, a central angle of 14° 50' 19" and an arc length of 489.96 feet; thence S 15° 20' 29" W, 28.47 feet; thence S 88° 02' 42" W, 2,198.98 feet; thence N 01° 06' 19" W, 1,949.65 feet to the point of beginning, said tract contains 107.11 acres more or less.

CERTIFICATE OF SURVEYOR

I, Robert L. St. Claire, a Professional Land Surveyor duly registered in the State of Wyoming do hereby certify that the above legal description is a true and accurate description of the property to the best of my knowledge and belief.

LEGAL DESCRIPTION

PARCEL 8

A tract of land located in a portion of the West ½ of Section 6, T 50 N, R 70 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the South ¼ corner of said Section 6; thence N 18° 01' 37" W, 2,026.88 feet to the point of beginning; thence N 05° 01' 09" W, 597.77 feet; thence along a curve to the right, said curve has a radius of 500.00 feet, a central angle of 20° 21' 38", an arc length of 177.68 feet, a chord bearing of N 05° 09'40" E and a chord length of 176.75 feet; thence N 15° 20' 29" E, 607.63 feet; thence S 88° 02' 42" W, 2,198.98 feet; thence S 01° 06' 19" E, 691.81 feet; thence S 01° 05' 19" E, 660.79 feet; thence N 88° 02' 42" E, 2,048.63 feet to the point of beginning, said tract contains 64.03 acres more or less.

CERTIFICATE OF SURVEYOR

I, Robert L. St. Claire, a Professional Land Surveyor duly registered in the State of Wyoming do hereby certify that the above legal description is a true and accurate description of the property to the best of my knowledge and belief.

LEGAL DESCRIPTION

PARCEL 9

A tract of land located in a portion of the SW ¼ of Section 6, T 50 N, R 70 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the Southwest corner of said Section 6; thence N 01° 05' 18" W, 1,067.40 feet to the point of beginning; thence N 01° 05' 18" W, 914.97 feet; thence N 88° 02'42" E, 2,048.63 feet; thence S 08° 20' 06" E, 973.52 feet; thence S 75° 12' 01" W, 1,161.62 feet; thence N 65° 08' 43" W, 674.96 feet; thence S 88° 53' 32" W, 435.74 feet to the point of beginning, said tract contains 51.19 acres more or less.

CERTIFICATE OF SURVEYOR

I, Robert L. St. Claire, a Professional Land Surveyor duly registered in the State of Wyoming do hereby certify that the above legal description is a true and accurate description of the property to the best of my knowledge and belief.

LEGAL DESCRIPTIONS

TRACT 1A

A tract of land that is in the East ½ of the NE ¼ of Section 12, T 50 N, R 71 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the East ¼ corner of said Section 12; thence S 89° 16' 35" W, 1,328.40 feet; thence N 00° 36' 25" W, 1,316.21 feet; thence N 87° 54' 35" E, 1,324.63 feet; thence S 00° 47' 09" E, 1,347.81 feet to the point of beginning, said tract contains 40.56 acres more or less.

TRACT 2A

A tract of land that is in the NE ¼ of the NE ¼ of Section 12, T 50 N, R 71 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the Northeast corner of said Section 12; thence S 00° 50' 41" E, 1,275.90 feet; thence S 87° 54' 35" W, 1,324.63 feet; thence N 00° 36' 25" W, 1,316.21 feet; thence N 89° 39' 18" E, 1,318.91 feet to the point of beginning, said tract contains 39.32 acres more or less.

TRACT 3A

A tract of land that is in the SE ¼ of the SE ¼ of Section 1, T 50 N, R 71 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the Southeast corner of said Section 1; thence S 89° 39' 18" W, 1,318.91 feet; thence N 01° 10' 53" W, 1,323.57 feet; thence N 89° 44' 24" E, 1,321.08 feet; thence S 01° 05' 18" E, 1,321.58 feet to the point of beginning, said tract contains 40.07 acres more or less.

TRACT 4A

A tract of land that is in the NE ¼ of the SE ¼ of Section 1, T 50 N, R 71 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the East ¼ corner of said Section 1; thence S 01° 05' 18" E, 1,321.58 feet; thence S 89° 44' 24" W, 1,321.08 feet; thence N 01° 10' 05" W, 1,324.44 feet; thence N 89° 51' 45" E, 1,322.96 feet to the point of beginning, said tract contains 40.15 acres more or less.

TRACT 5A

A tract of land that is in the SE ¼ of the NE ¼ of Section 1, T 50 N, R 71 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the East ¼ corner of said Section 1; thence S 89° 51' 45" E, 1,322.96 feet; thence N 01° 10' 01" W, 1,317.73 feet; thence N 89° 43' 54" E, 1,324.33 feet; thence S 01° 06' 19" E, 1,320.73 feet to the point of beginning, said tract contains 40.08 acres more or less.

TRACT 6A

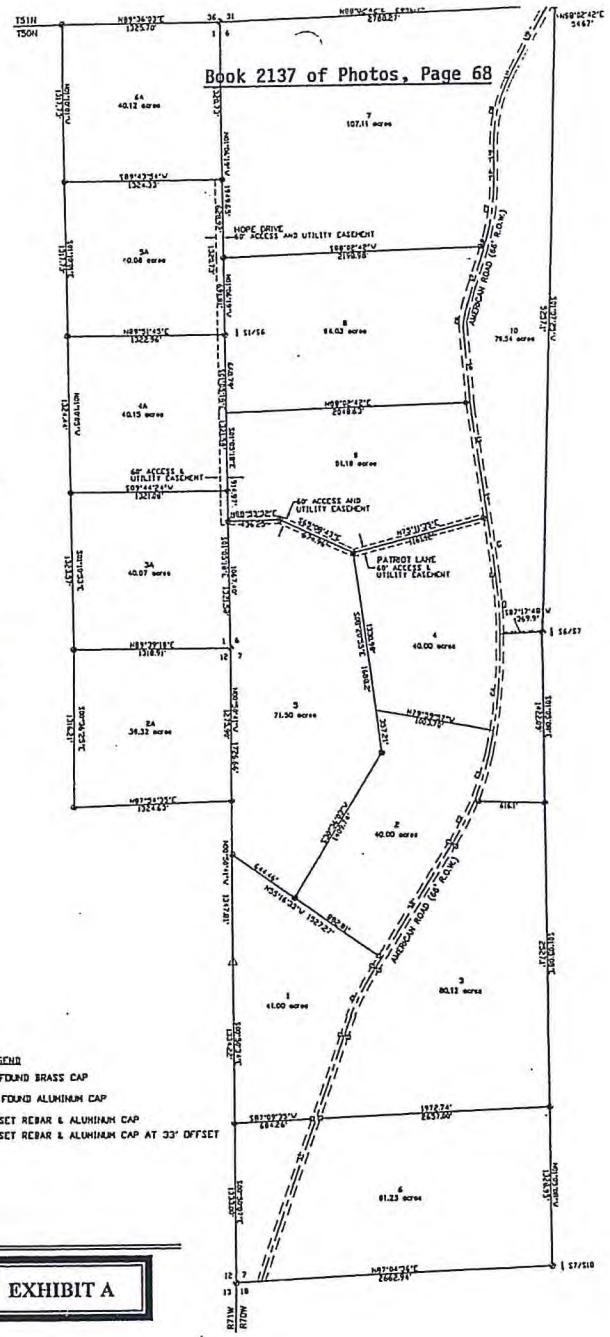
A tract of land that is in the NE ¼ of the NE ¼ of Section 1, T 50 N, R 71 W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Beginning at the Northeast corner of said Section 1; thence S 01° 06' 19" E, 1,320.73 feet; thence S 89° 43' 54" W, 1,324.33 feet; thence N 01° 10' 01" W, 1,317.73 feet; thence N 89° 36' 03" E, 1,325.70 feet to the point of beginning, said tract contains 40.12 acres more or less.

CERTIFICATE OF SURVEYOR

I, Robert L. St. Claire, a Professional Land Surveyor duly registered in the State of Wyoming do hereby certify that the above legal descriptions are a true and accurate description of the easements to the best of my knowledge and belief.

Book 2137 of Photos, Page 68



LINE TABLE		
LINE	LENGTH	BEARING
L1	2137.74	N18°23'20"E
L2	1812.10	N31°30'42"E
L3	488.31	N08°32'44"W
L4	328.94	N06°29'06"W
L5	644.56	N04°29'06"W
L6	537.77	N03°16'55"W
L7	147.63	N32°22'03"E
L8	28.01	N32°22'03"E
L9	137.23	N60°30'30"E
L10	139.43	N09°30'30"E
L11	139.23	N37°27'03"E
L12	54.93	N29°10'06"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	CENTRAL ANGLE
C1	699.19	2575.00	15°14'48"
C2	402.01	2165.00	1°23'31"
C3	425.78	2162.00	9°47'32"
C4	929.43	4160.00	13°28'01"
C5	534.92	4160.00	7°09'01"
C6	377.64	500.00	25°21'36"
C7	489.96	1891.88	14°50'19"
C8	515.97	1508.87	19°35'22"

LEGEND

- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- SET REBAR & ALUMINUM CAP
- SET REBAR & ALUMINUM CAP AT 33' OFFSET

0 300 600

1 inch = 600 ft.

EXHIBIT A

First American	Condition of Title Guarantee
Schedule A	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **3538013**

File No.: 4539-3538013

Guarantee No. 3538013

Amount of Liability: $300.00

Date of Guarantee: July 15, 2020 at 7:30 A.M.

Fee: $250.00

RECEIVED
AUG - 7 2020
Public Works
Building Division

1. Name of Assured:

   Stacy L Ary Trust

2. The estate or interest in the Land which is covered by this Guarantee is:

   Fee Simple

3. The Land referred to in this Guarantee is described as follows:

   Real property in the County of Campbell, State of Wyoming, described as follows:

   A tract of land located in a portion of the SW¼ of Section 6, T50N, R70W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

   Commencing at the Southwest corner of said Section 6; thence N01°05'18"W, 1,067.40 feet to the point of beginning; thence N01°05'18"W, 914.97 feet; thence N88°02'42"E, 2,048.63 feet; thence S08°20'06"E, 973.52 feet; thence S75°12'01"W, 1,161.62 feet; thence N65°08'43"W, 674.96 feet; thence S88°53'32"W, 435.74 feet to the point of beginning.

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      Stacy L. Ary, Trustee of the Stacy L. Ary Trust dated September 1, 2016

   b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority

First American	Condition of Title Guarantee
Schedule B	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **3538013**

File No.: 4539-3538013

1. Documents, liens or other matters that are indexed by name only but which, if any exist, may affect title or impose liens or encumbrances on the Land.

2. Surface and Damage Agreement and the terms and conditions thereof:

Owner:	Donna B. Tanner
Operator:	Pacific Enterprises Oil Company (USA)
As disclosed by:	Oil and Gas Lease
Recorded:	March 25, 1991
Recording No.:	Book 1139 of Photos, page 271

3. Right of way, including terms and conditions contained therein:

Granted to:	Tri-County Electric Association, Inc.
For:	Electric lines
Recorded:	December 29, 1993
Recording Information:	Book 1274 of Photos, page 419

4. Easement(s), including the terms and conditions thereof, as shown on the American Ranch Properties Access Road Easements plat:

Recorded:	March 15, 2006
Recording Information:	Book 8 of Plats, page 116

5. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information:	March 15, 2006 in Book 2137 of Photos, page 49

6. American Road and Patriot Lane as it may cross the Land.

7. Mortgage and the terms and conditions thereof.

Mortgagor:	Stacy Lynn Hobbs, a single person
Mortgagee:	First National Bank of Gillette
Amount:	$236,800.00
Recorded:	July 25, 2012
Recording Information:	Book 2725 of Photos, Page 179

Assignment of Mortgagee's interest:

Assignee:	Wyoming Community Development Authority
Recorded:	July 27, 2012
Recording Information:	Book 2725 of Photos, Page 494

Partial Release of Real Estate Mortgage recorded May 26, 2020 in Book 3274 of Photos, Page 109.

CONSENT TO SUBDIVIDE

COMES NOW, Wyoming Community Development Authority, who is the holder and real party of interest in the documents entitled Mortgage, recorded 27 July 2012 in Book 2725, Page 494 between Stacy L. Hobbs, a/k/a Stacy L. Ary and Wyoming Community Development Authority

For the following described property;

Part of the SW1/4 of Section 6, T50N,R70W of the 6th P.M., Campbell County, Wyoming

hereby consent to the subdivision by Stacy L. Hobbs, a/k/a Stacy L. Ary for the following described property, to-wit:

Part of the SW1/4 of Section 6, T50N,R70W of the 6th P.M., Campbell County, Wyoming

I hereby agree that to the best of my knowledge binding arrangements have been made to assure purchasers of any part of the subdivision that upon full payment of the purchase price a deed can and will be delivered conveying merchantable title subject only to noted reservations or restrictions of record and free of encumbrances not specifically assumed by the purchasers, subject only to a proportionate share of such taxes and assessments thereon

DATED this 17 day of July, 2020

Gayle L Andress as Director of Mtg Servicing (Title) for Wyoming Community Development Authority

STATE OF WYOMING)

) ss

COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 17 day of July, 2020 by Gayle L. Andress,

(Title) Director of Servicing for Wyoming Community Development Authority

Witness my hand and official seal

My commission expires: 5/15/21

CAILIN E QUINLAN - NOTARY PUBLIC
COUNTY OF NATRONA
STATE OF WYOMING
MY COMMISSION EXPIRES MAY 15, 2021

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
Robert L & Jane E Johnson	Po Box 2373	Gillette	WY	82717
Aric N & Marissa L Peterson	Po Box 1966	Gillette	WY	82717
Andrew W & Marcia L Jordan	Po Box 2695	Gillette	WY	82717
Ary Stacy L Trust	Po Box 1016	Gillette	WY	82717
Tyrel G & Sarah L Anderson	500 Hope Dr	Gillette	WY	82716
Roger & Lavon Anton	550 American Rd	Gillette	WY	82716
Lowell T Schweitzer	559 American Rd	Gillette	WY	82716
Melgaard Family Limited Partnership	Po Box 2408	Gillette	WY	82717

Affidavit of Publication

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

Ann Kennedy Turner, being duly sworn, says:

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

September 27, 2019, October 04, 2019

NOTICE OF APPLICATION FOR SUBDIVISION PERMIT
NOTICE IS HEREBY GIVEN THAT STACY L. ARY TRUST, GILLETTE, WYOMING, APPLIED FOR A PERMIT TO SUBDIVIDE PART OF THE SW1/4 OF SECTION 6, T50N, R70W, CAMPBELL COUNTY, WYOMING. A FINAL PLAT WILL BE REVIEWED AT THE CAMPBELL COUNTY PLANNING COMMISSION MEETING ON OCTOBER 17, 2019 AT 7:00 P.M. IN THE CAMPBELL COUNTY COMMISSION CHAMBERS AT 500 SOUTH GILLETTE AVENUE. THE PLAT CAN BE REVIEWED AT THE CAMPBELL COUNTY PUBLIC WORKS DEPARTMENT, 500 SOUTH GILLETTE AVENUE, GILLETTE, WYOMING.
September 27, October 4, 2019

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

Ann Kennedy Turner

Publisher

Subscribed to and sworn to me this 4th day of October 2019.

VALERIE A. KETTREY - NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
My Commission Expires 08/03/21

Valerie A. Kettrey, Notary Public, Campbell County, Wyoming

My commission expires: August 03, 2021

Publication Fees: $ 85.44

pd

00032572 00355914

Stacy Ary
Stacy L. Ary Trust
PO Box 1016
Gillette, WY 82717

The following page(s) contain the backup material for Agenda Item: 9:30 Collins Simple Subdivision

*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
wyoming

Memorandum Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Megan Nelms, AICP, Planner and Zoning Administrator

DATE: August 18, 2020

SUBJECT: Collins Simple Subdivision
A portion of Sections 10 & 11, T43N, R72W

Case Number: 19.01 CRSD

Summary: The applicant is proposing to subdivide 39.99 acres into two parcels, a 20.01-acre tract and a 19.98-acre tract.

Current Zoning: Unzoned

Proposed Zoning: Unzoned – No zoning required outside the Joint Plan Boundary

Planning Commission Recommendation: At their March 21, 2019 meeting the Planning Commission recommended APPROVAL of the proposed simple subdivision, pending completion of all planning considerations.

Staff Recommendation: This case was previously presented to the Board of Commissioners at their April 16, 2020 meeting. At that time, the subdivision request was DENIED by the Commission with a 2-2 vote.

The applicant now wishes to have the Commission reconsider the subdivision permit request. The application and proposed subdivision layout remain the same. The Planning Commission and staff also continue to recommend APPROVAL of the proposed simple subdivision.

500 South Gillette Avenue
Suite 1400
Gillette, Wyoming 82716

Campbell County
wyoming

Public Works Department
(307) 685-8061
(307) 687-6349 Fax

Collins
Simple Subdivision

April 4, 2019

Planning Commissioners Meeting
March 21, 2019

Board of Commissioners Meeting
April 16, 2019

Applicant: John & Karen Collins

Case Number: 19.01 CRSD

Agent: Sheila Slocum, PCA Engineering

Summary: The applicant is proposing to subdivide 39.99 acres into two parcels, a 20.01-acre tract and a 19.98-acre tract.

Legal Description: A portion of Sections 10 & 11, T43N, R72W

Location: The property is located approximately 1.1 miles south of the Town of Wright, west of Highway 59, adjacent to the southwest corner of Noonan Road and Hicks Road.

Current Zoning: Unzoned

Proposed Zoning: Unzoned – No zoning required outside the Joint Plan Boundary

Existing Land Use: Vacant grasslands. There is an existing home on the proposed south tract.

Adjacent Land Use:

North:	Scattered residences on larger tracts, UZ
South:	Scattered residences on larger tracts, UZ
East:	Little Thunder Acres, UZ & I-1
West:	Iron Cross Subdivision, R-R

Water Source: Individual Wells/Wright Water & Sewer District

Wastewater: Individual Septic Systems

Planning Considerations:

1. Sealed, original Record of Survey

2. Original, signed Simple Subdivision Application

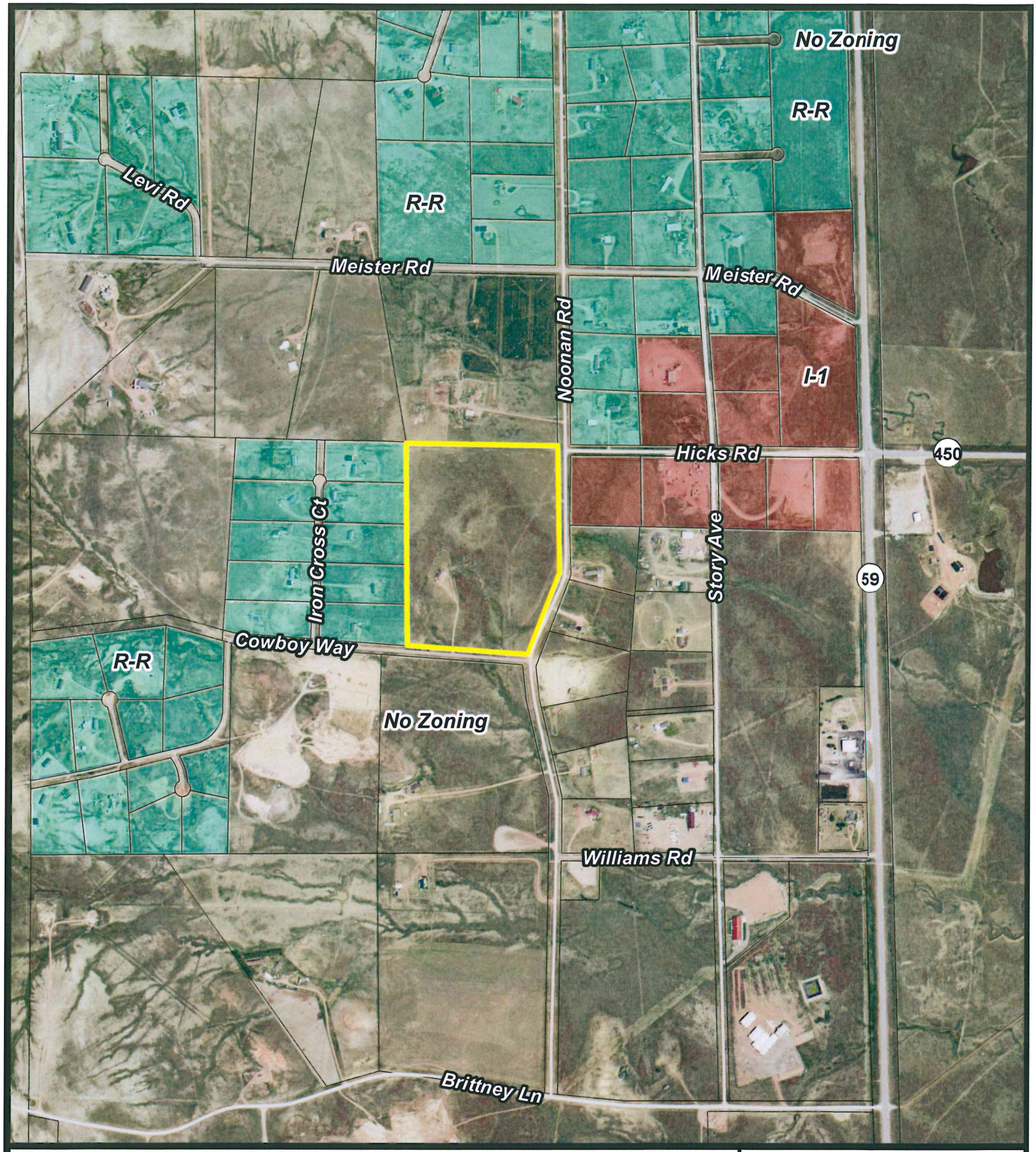
3. Cosmetic Revisions:
   a. Show and label all easements of record

4. Standard Planning Considerations:
   a. Owners & Encumbrance Report (not less than three months old)
   b. Consent to Subdivide
   c. Publisher's Affidavit

Staff Recommendation: Staff recommends APPROVAL of the proposed simple subdivision, pending completion of all planning considerations.

Planning Commission Recommendation:
At their March 21, 2019 meeting the Planning Commission recommended APPROVAL of the proposed simple subdivision, pending completion of all planning considerations.

Board of Commissioners' Decision:



Campbell County
wyoming

N

0 630 1,260
Feet

CAMPBELL COUNTY
DEPARTMENT OF PUBLIC WORKS
500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

Collins Simple Subdivision

DATE: 4/5/2019 DRAWN BY: mbl08

MEMBERS PRESENT
Todd Hildebrand, Chairman
Bob Jordan, Member
Marc Matlick, Member

MEMBERS ABSENT
Bruce Brown, Vice-Chair
Miles Williams, Member

STAFF MEMBERS PRESENT
Megan Nelms, Planner and Zoning Administrator
Kevin King, Public Works Director
Melissia Kershner, County Recorder
Clark Melinkovich, Staff Engineer

The meeting was brought to order by Chairman Hildebrand at 7:00 p.m.

Approval of Minutes

Chairman Hildebrand called for a motion for the approval of the minutes from the January 17, 2019 County Planning Commission Meeting. Marc Matlick motioned, Bob Jordan seconded. All voted Aye. Motion carried.

Case No. 19.01 CRSD- Collins Simple Subdivision
John & Karen Collins/Sheila Slocum, PCA Engineering

Marc Matlick made a motion to hear the case and recommend approval, pending completion of all planning considerations. Bob Jordan seconded the motion. Megan Nelms presented the case, and recommended approval of the simple subdivision upon completion of all planning considerations.

Chairman Hildebrand asked if there were any questions from the audience. There were none. He then asked if there were any questions from the Board. There were none.

Chairman Hildebrand asked that the Commission be polled on the motion to approve case number 19.01 CRSD, Collins Simple Subdivision, pending completion of all planning considerations. Voting was as follows:

Todd Hildebrand	Yes
Bob Jordan	Yes
Marc Matlick	Yes
Motion Carried	3/0.

Case No. 19.02 CRSD- Ruiz Simple Subdivision
Maria Ruiz/Doyle Surveying

Marc Matlick made a motion to hear the case and recommend approval. Bob Jordan seconded the motion. Megan Nelms presented the case, and recommended approval of the simple subdivision upon completion of all planning considerations.

Chairman Hildebrand asked if there anyone in the audience who would like to speak. Maria Ruiz, applicant, approached the Board and let them know she has applied for the road access from WYDOT and it is in process. She also said Doyle Surveying is working on the remaining planning considerations. Chairman Hildebrand then asked if there were any questions from the Board. There were none.

Chairman Hildebrand asked that the Commission be polled on the motion to approve case number 19.02 CRSD, Ruiz Simple Subdivision, upon completion of all planning considerations. Voting was as follows:

Todd Hildebrand	Yes
Bob Jordan	Yes
Marc Matlick	Yes
Motion Carried	3/0.

Adjournment

There being no further business to come before the Board, Chairman Hildebrand adjourned the meeting at 7:11 p.m.

_____
Todd Hildebrand, Planning Commission Chairman
mk

NOTE: Campbell County Planning Commission meeting minutes contain a summary of discussions and are not intended to be verbatim.

SIMPLE SUBDIVISION APPLICATION

ISOLATED PARCEL (35+ ACRES) RECORD OF SURVEY DIVISION
SUBDIVISION PERMIT

Applicant Information

Name of Applicant: John and Karen Collins			
Applicant Phone Number:	307-660-1553	Applicant Fax Number:	
Applicant Mailing Address:	P.O. Box 172, Wright, WY 82732		
Applicant Email Address:	karenzc11@hotmail.com		
Relationship of Applicant to Property:	☒ Owner	☐ Tenant	☐ Lessee ☐ Other

Agent Information

Name of Authorized Agent (if applicable): PCA Engineering, Inc. - Sheila Slocum			
Agent Phone Number:	307-687-0600	Agent Fax Number:	307-687-7022
Agent Mailing Address:	P.O. Box 2185, Gillette, WY 82717		
Agent Email Address:	slocums@pcaengsur.com		

The applicant requests to receive correspondence from the Planning Department regarding any submittals received or changes made regarding this application.

Jack A. Collins — Applicant

April 3, 2019 — Date

INFORMATION REQUIRED FOR REVIEW:

1. Legal Description of Area: Portion of the E1/2NE1/4 Section 10 and portion of the NW1/4NW1/4 of Section 11, T43N, R72W of the 6th P.M., Campbell County, WY
2. Parcel to be divided is a quarter of a quarter section, or, if larger than a quarter of a quarter section, is less than seventy arces.

   Total Proposed Area for this Subdivision: 39.98 Acres
3. Parcel is surrounded by land owned by other than the applicant.
4. Parcel is being divided into two (2) tracts
5. Parcel sizes both exceed ten (10) acres in size:

   Parcel 1: 20.00 acres Parcel 2: 19.98 acres

Landowner's Certification:

The above or foregoing subdivision of a portion of the E1/2NE1/4 Section 10 and portion of the NW1/4NW1/4 of Section 11, T43N, R72W of the 6th P.M., Campbell County, Wyoming as appears on the attached Record of Survey, is made with the free consent, and in accordance with the desire of the undersigned owners and proprietors, and that this is a correct survey of the area as it is divided into two parcels;

That ingress and egress and utility easements have been provided to each parcel by binding and recordable easements of not less than forty (40).

There will be no proposed domestic water source, public sewage disposal system or public maintenance of streets or roads. Maintenance of streets or roads will be the responsibility of the lot owners.

Landowner acknowledges that parcel created under this section shall not be eligible for further subdivision under the reduced minimum requirements provided by this section.

Executed this 3rd day of April A.D., 20 19 by

John A. Collins
Owner

Owner

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The foregoing Subdivision Application was acknowledged before me by John A. Collins Karen Collins this 3 day of April, 2019.

Deborah L Hepp - Notary Public
County of Campbell State of Wyoming
My Commission Expires 7/5/19

Deborah L. Hepp
Notary Public
My Commission Expires: July 5, 2019

CERTIFICATE OF APPROVAL – CAMPBELL COUNTY PLANNING COMMISSION:

The foregoing Subdivision Application dated _____, 20 ____, by _____ _____ and the attached Record of Survey dated _____, 20 ____, is approved by the Campbell County Planning Commission this _____ day of _____, 20 ____, A.D.

_____
Chairman of the Planning Commission

Attest:

_____
Clerk of the Planning Commission

SUBDIVISION PERMIT APPROVAL – CAMPBELL COUNTY BOARD OF COMMISSIONERS

The foregoing Subdivision Application dated _____, 20 ____, by _____ _____ and the attached Record of Survey dated _____, 20 ____, is approved by the Board of Commissioners in and for the County of Campbell, State of Wyoming, this _____ day of _____, 20 ____, A.D.

_____
Chairman of the Board

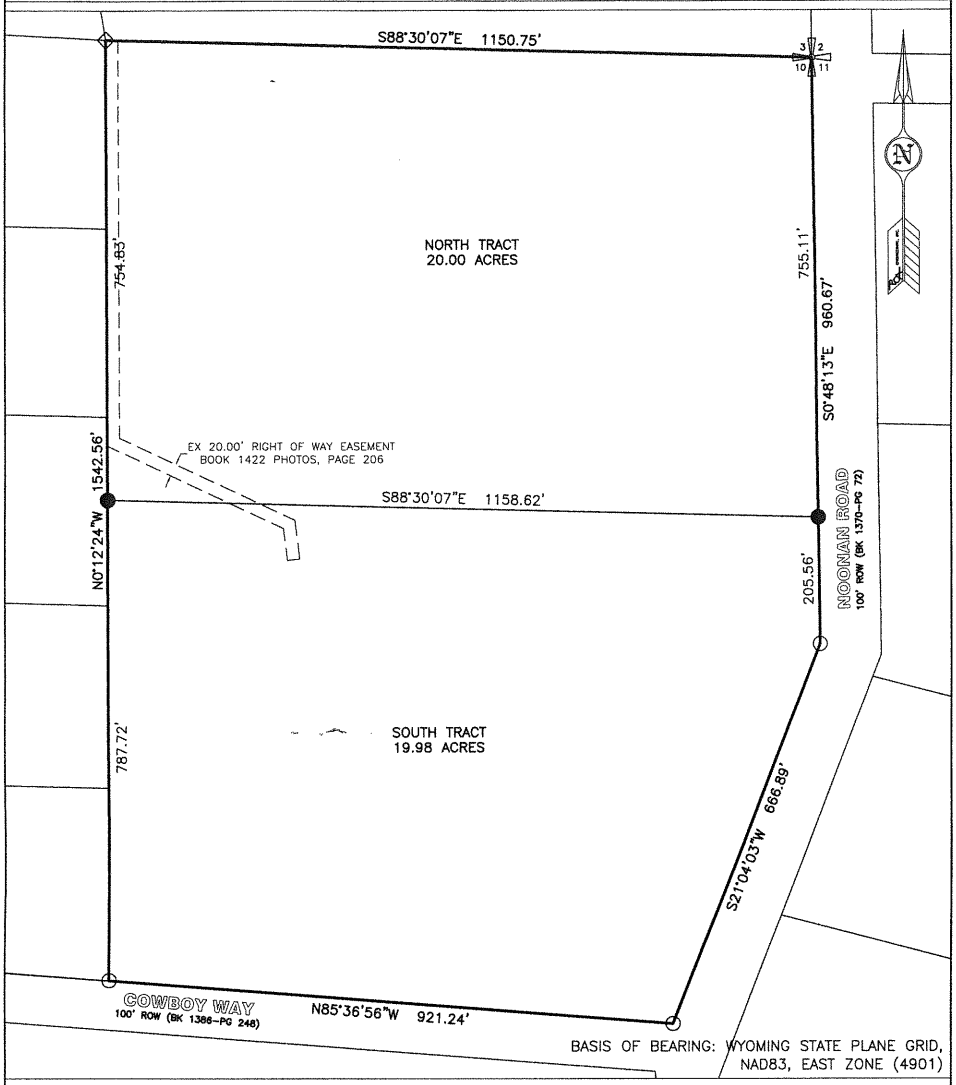
Attest:

_____
Clerk of the Board

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

RECORD OF SURVEY

4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyoming 82716
Ph. (307) 687-0600



SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS RECORD OF SURVEY IS A TRUE, CORRECT AND COMPLETE PLAT OF LANDS LOCATED IN A PORTION OF THE E1/2NE1/4 OF SECTION 10 AND A PORTION OF THE NW1/4NW1/4 OF SECTION 11, T43N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

LEGEND

- ○ FOUND PLASTIC CAP LS 584
- ◇ FOUND BARE REBAR
- FOUND SECTION CORNER 1992 BLM BRASS CAP
- ● SET 2" ø ALUMINUM CAP (PLS #15542)

Professional Land Surveyor
Sheila M Slocum
15542
Date 03/22/19
WYOMING

A PORTION OF THE E1/2NE1/4 OF SECTION 10 AND A PORTION OF THE NW1/4NW1/4 OF SECTION 11, T43N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

FOR:
JOHN & KAREN COLLINS
P.O. BOX 172
WRIGHT, WYOMING 82732
(307) 660-1553

Project No. 183840.00
Scale: 1" = 200'
Drawn By: SMS
Date: FEBRUARY, 2019

G:\PROJECTS\18384000 COLLINS MINOR SUBDIVISION\DESDWGS\MAIN\MAINP.DWG 3/22/2019

Legal Description
North Tract

A parcel located in a portion of the E1/2NE1/4 of Section 10 and a portion of the NW1/4NW1/4 of Section 11, T43N, R72W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the northeast section corner of said Section 10 and being the point of beginning, monumented by a 1992 BLM brass cap;

Thence along the westerly right of way of Noonan Road as recorded in Book 1370 of Photos, Page 72 of the Campbell County Clerks records, S00°48'13"E, 755.11 feet to the southeast corner of said parcel, monumented by an aluminum cap stamped PLS 15542;

Thence leaving said westerly right of way of Noonan Road, along the southerly boundary of said parcel, N88°30'07"W, 1158.62 feet to the southeast corner of said parcel, monumented by an aluminum cap stamped PLS 15542;

Thence along the easterly boundary of Iron Cross Subdivision, N00°12'24"W, 754.83 feet to the northwest corner of said parcel, monumented by a bare rebar;

Thence along the northerly boundary of said parcel, S88°30'07"E, 1150.75 feet to the point of beginning.

Said parcel contains 20.00 acres more or less.

The basis of bearing is Wyoming State Plane Grid, NAD83, East Zone (4901).

Legal Description
South Tract

A parcel located in a portion of the E1/2NE1/4 of Section 10 and a portion of the NW1/4NW1/4 of Section 11, T43N, R72W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the northeast section corner of said Section 10, monumented by a 1992 BLM brass cap;

Thence along the westerly right of way of Noonan Road as recorded in Book 1370 of Photos, Page 72 of the Campbell County Clerks records, S00°48'13"E, 755.11 feet to the northeast corner of said parcel, monumented by an aluminum cap stamped PLS 15542 and being the point of beginning;

Thence continuing along said westerly right of way of Noonan Road, S00°48'13"E, 205.56 feet to a plastic cap stamped LS 584;

Thence continuing along said westerly right of way of Noonan Road, S21°04'03"W, 666.89 feet to the southeast corner of said parcel, monumented by a plastic cap stamped LS 584;

Thence along the northerly right of way of Cowboy Way as recorded in Book 1386 of Photos, Page 248, N85°36'56"W, 921.24 feet to the southwest corner of said parcel, monumented by a plastic cap stamped LS 584;

Thence leaving said northerly right of way, along the easterly boundary of Iron Cross Subdivision, N00°12'24"W, 787.72 feet to the northwest corner of said parcel, monumented by an aluminum cap stamped PLS 15542;

Thence leaving said easterly boundary of Iron Cross Subdivision, along the northerly boundary of said parcel, S88°30'07"E, 1158.62 feet to the point of beginning.

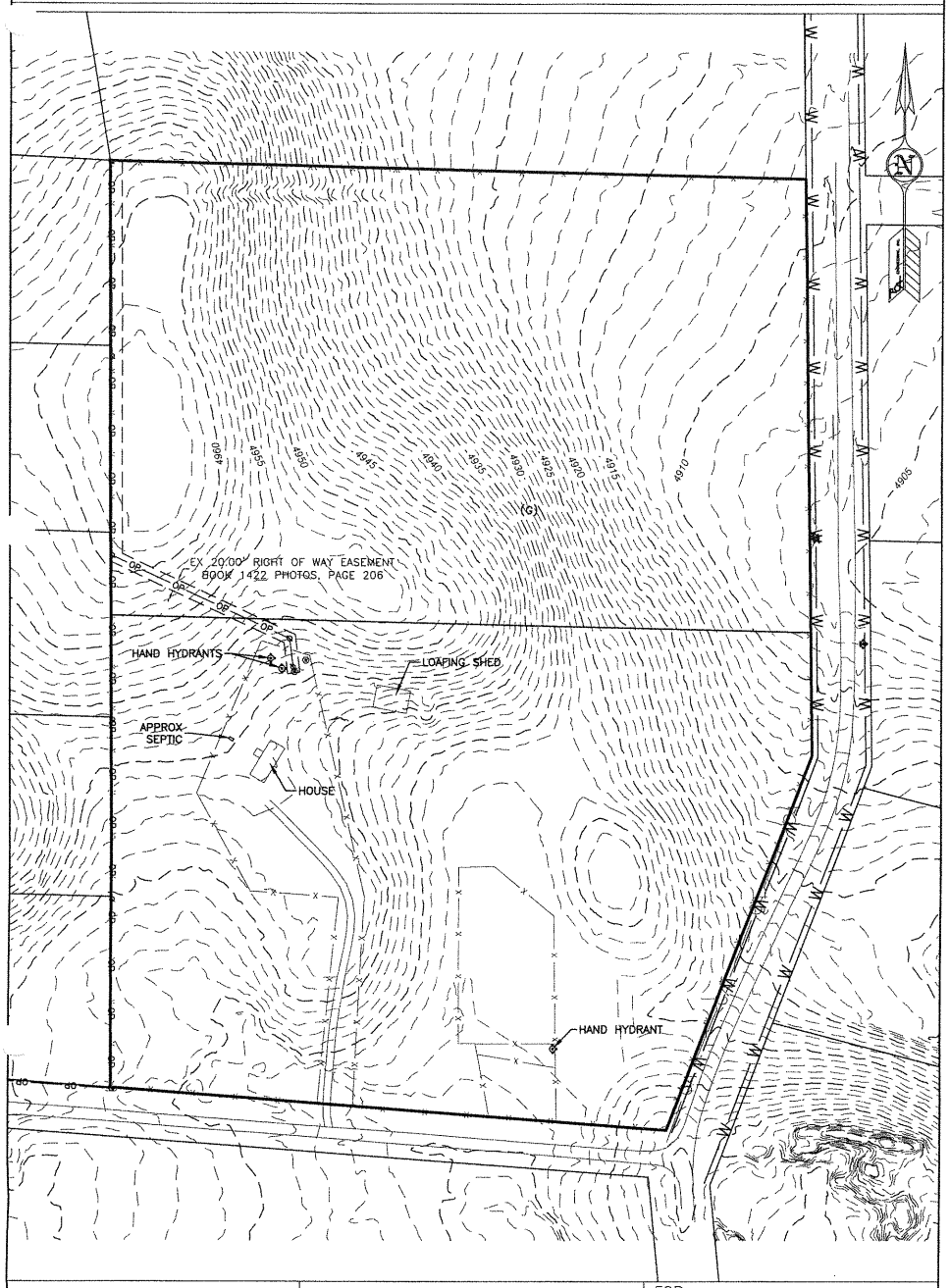
Said parcel contains 19.98 acres more or less.

The basis of bearing is Wyoming State Plane Grid, NAD83, East Zone (4901).

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

SITE PLAN

4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyoming 82716
Ph. (307) 687-0600



A PORTION OF THE E1/2NE1/4 OF SECTION 10 AND A PORTION OF THE NW1/4NW1/4 OF SECTION 11, T43N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

FOR:
JOHN & KAREN COLLINS
P.O. BOX 172
WRIGHT, WYOMING 82732
(307) 660-1553

Project No. 183840.00
Scale: 1" = 200'
Drawn By: SMS
Date: FEBRUARY, 2019

G:\PROJECTS\18384000 COLLINS MINOR SUBDIVISION\DESDWGS\MAIN\MAINP.DWG 2/8/2019 8

SCHEDULE A

1. Commitment Date: March 12, 2019 at 5:00 p.m.

2. Policy (or Policies) to be issued:

   a. ALTA Owners Policy 1402.06 (06-17-06) $10,000.00

   Proposed Insured:
   John A. Collins and Karen M. Collins, as joint tenants with right of survivorship: Will amend to Purchaser when ascertained

   b. ALTA Loan Policy 1056.06 (06-17-06) $TBD

   Proposed Insured:
   Lender To Be Determined, its successors and/or assigns as their interests may appear

3. Fee interest in the land described in this Commitment is owned, at the Commitment Date, by John A. Collins and Karen M. Collins as joint tenants with right of survivorship.

4. The Land referred to in this Commitment is described as follows:

   A tract of land that is located in a portion of the E½ of the NE¼ of Section 10 and a portion of the NW¼ of the NW¼ of Section 11, T43N, R72W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

   Beginning at the Northeast corner of Section 10, said point is monumented by a BLM brass cap; thence S1°03'43"E, 960.72 feet to a 5/8" rebar and cap (Eagle LS-584); thence S20°48'33"W, 666.92 feet to a 5/8" rebar and cap (Eagle LS-584); thence N85°53'27"W, 922.00 feet to a 5/8" rebar and cap (Eagle LS-584); thence N00°27'21"W, 1,543.37 feet to a 5/8" rebar and cap (Eagle LS-584); thence S88°44'05"E, 1,151.31 feet to the point of beginning.

PUBLIC WORKS
MAR 28 2019
Planning Department

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

SCHEDULE B - I

REQUIREMENTS

The following requirements must be met:

a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

b. Pay us the premiums, fees and charges for the policy.

c. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

d. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

The actual value of the Title must be disclosed to the Company, and subject to the approval by the Company, entered as the Proposed Policy Amount. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, the Company cannot be required to approve any such valuation in excess of $10,000, and the total liability of the Company on account of the Commitment shall not exceed said amount.

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

SCHEDULE B - II

EXCEPTIONS FROM COVERAGE

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.

2. Easements, claims of easements or encumbrances that are not shown in the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any right, title or interest including any claim thereto, to minerals, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, gravel or other common variety materials, whether or not shown by the public records.

7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

   Taxes for the year 2018.

   NOTE: Taxes for the year 2018 appear to be in the amount of $1,117.68, Account No. 32208 according to the County Treasurer. The first installment is due and payable September 1, delinquent November 10. The second installment is due and payable March 1 of the following year, delinquent May 10. The first installment is $558.84, and PAID, and the second installment is $558.84, and DUE.

8. The Land is located in the Wright Water and Sewer District and may be subject to annual assessments and/or periodic charges.

9. Reservations, restrictions and conditions as disclosed in Easement for Public Road
   Recorded: February 27, 1996
   Recording Information: Book 1370 of Photos, Page 72

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

10. Reservations, restrictions and conditions as disclosed in Easement for Public Road
    Recorded: June 17, 1996
    Recording Information: Book 1386 of Photos, Page 248

11. Easement, including terms and conditions contained therein:
    Granted to: Powder River Energy Corporation
    For: Electrical lines
    Recorded: April 1, 1997
    Recording Information: Book 1422 of Photos, page 206

12. Dependent Resurvey of Township 43 North, Range 72 West, of the Sixth Principal Meridian, Wyoming by United States Department of the Interior, Bureau of Land Management, recorded April 22, 1997 as Instrument No. 718806.

13. Surface use agreement as evidenced by Affidavit recorded July 22, 2002 in Book 1772 of Photos, pages 494 and 495

14. Memorandum of Surface Use Agreement, including the terms and conditions contained therein, granted to Devon Energy Production Company, L.P. by instrument recorded February 21, 2003, recorded in Book 1842 of Photos, page 476.

15. Memorandum of Surface Use and Damage Agreement, including the terms and conditions contained therein, granted to Devon Energy Production Company, L.P., an Oklahoma limited partnership by instrument recorded May 13, 2013, recorded in Book 2792 of Photos, Page 496.

16. Mortgage and the terms and conditions thereof.
    Mortgagor: John A. Collins and Karen M. Collins, as joint tenants with right of survivorship
    Mortgagee: Pinnacle Bank Wyoming
    Amount: $51,761.00
    Recorded: October 10, 2012
    Recording Information: Book 2741 of Photos, Page 539

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

The First American Corporation

First American Title Insurance Company

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

First American Title Insurance Company

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

CONSENT TO SUBDIVIDE

COMES NOW, Katrin Wagner, Vice President Gillette, of Pinnacle Bank, who is the holder and real party in interest in the document entitled Mortgage, dated October 10, 2012 as recorded in Book 2741 of Photos, Page 539, between John and Karen Collins and Katrin Wagner, Vice President Gillette of Pinnacle Bank for the following described property:

A parcel located in a portion of the E1/2NE1/4 of Section 10 and a portion of the NW1/4NW1/4 of Section 11, T43N, R72W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows: Commencing at the northeast section corner of said Section 10 and being the point of beginning, monumented by a 1992 BLM brass cap; Thence along the westerly right of way Noonan Road as recorded in Book 1370 of Photos, Page 72 of the Campbell County Clerks records, S00°48'13"E, 960.67 feet to an aluminum cap stamped PLS 15542; Thence continuing along said westerly right of way of Noonan Road, S21°04'03"W, 666.89 feet to the southeast corner of said parcel, monumented by a plastic cap stamped LS 584; Thence along the northerly right of way of Cowboy Way as recorded in Book 1386 of Photos, Page 248, N85°36'56"W, 921.24 feet to the southwest corner of said parcel, monumented by a plastic cap stamped LS 584; Thence leaving said northerly right of way along the easterly boundary of Iron Cross Subdivision, N00°12'24"W, 1542.56 feet to the northwest corner of said parcel, monumented by a bare rebar; Thence along the northerly boundary of said parcel, S88°30'07"E, 1150.75 feet to the point of beginning. Said parcel contains 39.98 acres more or less. The basis of bearing is Wyoming State Plane Grid, NAD83, East Zone (4901).

all situated in Campbell County, Wyoming.

I hereby consent to the subdivision by John and Karen Collins, of the following described, to-wit:

A parcel located in a portion of the E1/2NE1/4 of Section 10 and a portion of the NW1/4NW1/4 of Section 11, T43N, R72W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows: Commencing at the northeast section corner of said Section 10 and being the point of beginning, monumented by a 1992 BLM brass cap; Thence along the westerly right of way Noonan Road as recorded in Book 1370 of Photos, Page 72 of the Campbell County Clerks records, S00°48'13"E, 960.67 feet to an aluminum cap stamped PLS 15542; Thence continuing along said westerly right of way of Noonan Road, S21°04'03"W, 666.89 feet to the southeast corner of said parcel, monumented by a plastic cap stamped LS 584; Thence along the northerly right of way of Cowboy Way as recorded in Book 1386 of Photos, Page 248, N85°36'56"W, 921.24 feet to the southwest corner of said parcel, monumented by a plastic cap stamped LS 584; Thence leaving said northerly right of way along the easterly boundary of Iron Cross Subdivision, N00°12'24"W, 1542.56 feet to the northwest corner of said parcel, monumented by a bare rebar; Thence along the northerly boundary of said parcel, S88°30'07"E, 1150.75 feet to to the point of beginning. Said parcel contains 39.98 acres more or less. The basis of bearing is Wyoming State Plane Grid, NAD83, East Zone (4901).

all situated in Campbell County, Wyoming.

I hereby agree that to the best of my knowledge binding arrangements have been made to assure purchasers of any part of the subdivision that upon full payment of the purchase price a deed can and will be delivered conveying merchantable title subject only to noted reservations or restrictions of record and free of encumbrances not specifically assumed by the purchaser, subject only to a proportionate share of such taxes and assessments thereon.

Dated this 28th day of March, 2019.

- Vice President

Name and Title

Pinnacle Bank

Company

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 28th day of March, 2019, by Katrin Wagner, VP.

Witness my hand and official seal.

Tamara Atkins - Notary Public
County of Campbell
State of Wyoming
My Commission Expires 10/21/19

Notary Public

My commission expires: 10/21/19

Challis Shane & Mary Ann Nace	PO Box 871	Wright	WY	82732
Andrew & Vasilisa Bingham	1605 Kepler Bnd	Virginia Bch	VA	23454
Robert R Jr & Rhonda J Mackey	PO Box 210	Wright	WY	82732
Companies Savage	901 W Legacy Cente	Midvale Ut	UT	84047
Whitney Winter	4105 Hackamore Ct	Gillette	WY	82718
Patricia J Gregory	PO Box 124	Wright	WY	82732
Joy K Mathews	PO Box 798	Wright	WY	82732
Mark & Kelli Strohschein	PO Box 904	Wright	WY	82732
Keith J & Deanna K Sarkinen	PO Box 1227	Wright	WY	82732
Dallas Mcintosh	P O Box 364	Wright	WY	82732
Cosner Corp	PO Box 690	Wright	WY	82732
Arrow L Langston	PO Box 724	Wright	WY	82732
John & Karen Collins	2401 Nw 23Rd St St	Oklahoma City	OK	73107
Darrel L & Janelle L Sanborn	PO Box 174	Wright	WY	82732
Cory S & Mandy Quarders	PO Box 518	Wright	WY	82732
Chance & Jaimie Crosier	PO Box 1271	Wright	WY	82732
John A & Karen M Collins	PO Box 172	Wright	WY	82732
Kelly W Anderson	PO Box 24	Wright	WY	82732
Igo Bros LLC	PO Box 1311	Douglas	WY	82633
Robert A & Debra Wildish Lohman	PO Box 97	Miles City	MT	59301
Marge E Hatfield	PO Box 463	Wright	WY	82732
Ernest L Fields	PO Box 177	Wright	WY	82732
Walter F Siebert	PO Box 821	Wright	WY	82732
Keith & Natasha Eisenbraun	PO Box 562	Wright	WY	82732
Michael I & Robin L Hawley	PO Box 707	Wright	WY	82732
Michael R & Janie D Norlin	PO Box 982	Wright	WY	82732
Scott A & Denene R Wilson	PO Box 486	Wright	WY	82732
Nicholas S & Rebecca K Mcgraw	PO Box 242	Englewood	FL	34295
John A Collins	PO Box 172	Wright	WY	82732

AFFP
Collins Simple Subdivision

Affidavit of Publication

STATE OF WYOMING } SS
COUNTY OF CAMPBELL }

Ann Kennedy Turner, being duly sworn, says:

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

March 08, 2019, March 15, 2019

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

Ann Kennedy Turner
Publisher

Subscribed to and sworn to me this 15th day of March 2019.

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

My commission expires: February 04, 2020

Publication Fees: $ 75.94 pd

ROBIN R. CASH - NOTARY PUBLIC
County of Campbell
State of Wyoming
MY COMMISSION EXPIRES 02/04/20

02103640 00349765

Legals
F[illegible] Engineering, Inc.
P.O. Box 2185
Gillette, WY 82717-2185

LEGAL NOTICE
Notice is hereby given that John and Karen Collins, Campbell County, WY have applied for a permit to subdivide a portion of the E2NE4 of Section 18 and a portion of the NWNW of Section 11, T43N, R72W of the 6th P.M., Campbell County, WY. A Record of Survey will be reviewed at the March 21, 2019 Campbell County Planning Commission meeting at 7:00 p.m. in the Campbell County Commissioner's Chambers, 500 S. Gillette Avenue, Gillette, WY. The record of survey can be reviewed at the office of the Campbell County Planning Division, 500 S. Gillette Avenue, Suite 1500, Gillette, WY.
March 8, 15, 2019

PUBLIC WORKS
MAR 28 2019
Planning Department

The following page(s) contain the backup material for Agenda Item: 9:35 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.

Campbell County
wyoming

Department of Public Works *Kevin C. King, P.E., Director*

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

Memo

To: Campbell County Commissioners

From: Jed Holder, Building Code Official

CC: Kevin King, Carol Seeger, Megan Nelms

RE: Chapter 4 Revision--Public Comment

During the public comment segment of 2020 Chapter 4 Rules changes/updates, we received no public comments. We did receive two comments from Commissioner Faber outlined below.

Section 12, A.11.a) p.4-23	Language used for un-zoned septic systems.
Section 12, A ,5a) (12) p.4-21	Suggested to eliminate the drinking fountain requirements.

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~~ Small Wastewater Systems, publicly owned and controlled sewage collection facilities, and publicly owned and controlled water distribution facilities.

Commented [SGP1]: We are proposing to strike the word 'residential', just leaving the term 'small wastewater systems'. Small Wastewater Systems as defined by DEQ already encompasses residential. By striking the word 'residential' here, it removes that limitation and leaves the scoping authority to the delegation agreement that is in effect at the time.

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.

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~~ Any system for which Campbell County does not have current delegated authority from DEQ to permit shall be permitted through DEQ.

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 Appendix 2 to Chapter 4 Regulations. ~~Wyoming DEQ for single family dwellings with 4 bedrooms or less.~~

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.

Commented [SGP2]: The wording in this section is modified to include any Small Wastewater System for domestic sewage, whether from a home or a business as found in the definition for Small Wastewater Systems on page 4-3. The word 'residential' is struck throughout here in Section 10 where it might conflict with our delegated authority agreement with DEQ.

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 here are struck because they are addressed in Appendix 2 to Chapter 4, thereby reducing redundancy and confusion.

Commented [SGP5]: This section is struck in its' entirety and reworded.

Our delegated authority as agreed upon between Campbell County and the DEQ defines what we can and cannot permit. The proposed change here is intended to simplify the text and point the user to our delegated authority agreement for guidance on scope of authority.

Commented [SGP6]: We have added the word 'business' to reflect that small wastewater systems are not limited to only residential homes. We propose to strike certain words here that are already addressed in Appendix 2 to Chapter 4 to eliminate redundancy and avoid confusion.

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. Repeal in its entirety and replace with:

Minimum roof snow loads: 1:12 pitch
and flatter roofs (4.76 degrees) shall be designed for a minimum balanced roof snow load of 35 pounds per square foot with no reductions.
The effects of unbalanced snow, drifting, sliding snow, and ponding shall be
The effects of unbalanced snow, drifting, sliding snow, and ponding shall be
The effects of unbalanced snow, drifting, sliding snow, and ponding
shall be considered 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 snow load of 30 pounds per square foot with no reductions.
The effects of unbalanced snow, drifting, sliding snow, and ponding shall be
The
effects of unbalanced snow, drifting, sliding snow, and ponding shall be considered in addition to the balanced snow load where applicable.

(14) Section 1609.3 Basic Design Wind Speed. Amended to read as follows:

Basic Design Wind Speed 115, Nominal Wind Speed 90 Exposure C

Commented [SGP7]: 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.

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 fc 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.

Commented [SGP8]: We are proposing to strike the word 'residential', just leaving the term 'small wastewater systems'.

Again, this is meant to remove limitations on our authority and rely on our current delegation agreement as stated here.

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 [SGP9]: 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 2020 NEC.

Commented [SGP10]: Amending to the 2020 NEC as required by Wyoming State Statute. See page 4-21 for full explanation.

(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.

(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, 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 [SGP11]: 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 [SGP12]: 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 [SGP13]: 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 [SGP14]: 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 ½ 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 annual 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

Commented [SGP15]: 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.

Appendix 1: DEQ Chapter 25 Amended

Appendix 2: Campbell County Small Wastewater System Permit Workbook and Application

CERTIFICATE OF ADOPTION OF RULES

Adopting Entity:	Campbell County Board of County Commissioners
Rules Adopted:	Chapter 4, Rules Regulating Construction (These are amended rules)
Summary of Amendments:	Clarification of current language for Roof Snow Load design standards and small wastewater systems (no change to current requirements), update the National Electric Code to the 2020 edition as required by state statute, and amend the International Plumbing Code to ease requirements of when drinking fountains are deemed necessary.
Statutory Authority:	W.S. 18-5-201 W.S. 35-9-121
Date Rules Proposed & Available for Inspection:	June 16, 2020
Copies mailed to all on the mailing list:	Yes
Date of Public Hearing:	August 4, 2020
Date of Final Adoption:	August 4, 2020
Effective Date:	Immediately upon filing with the County Clerk

I hereby certify the attached rules are a true and correct copy of rules adopted by the Campbell County Board of County Commissioners in accordance with the Wyoming Administrative Procedure Act.

_____
D.G. Reardon, Chairman
Board of Commissioners

ATTESTED:

_____
Susan Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: 9:40 Southern Campbell County Arterial Road Reconstruction AML Project

*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
wyoming

Department of Public Works *Kevin C. King, P.E., Director*

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

MEMORANDUM

TO: Board of Commissioners

FROM: Clark Melinkovich, Public Works

DATE: August 18, 2020

SUBJECT: Southern Campbell County Arterial Road Reconstruction AML project

Campbell County has secured a state of Wyoming DEQ Abandoned Mine Land Public Facilities grant to upgrade subdivision roads in the area just south of the Town of Wright The Project involves upgrading approximately 1500 feet of Chad Road, 4100 feet of Duffy Road, 3900 feet of Noonan Road and 2300 feet of Hicks Road, providing an upgraded roadway from town limits through the subdivision to the intersection of Highway 59 and 450. Campbell County will act as Owner during this project and will administer the project through the Public Works department.

Public Works solicited qualifications statements from engineering firms to serve as a consultant for the County during the project. Ten submittals were received from local and regional engineering firms. Each company was evaluated and scored by staff based on experience and qualifications of the team, AML and other grant experience, local experience, in house vs contracted services, and quality and content of the qualifications statement.

The recommendation is to select HDR Engineering of Gillette to serve as the consultant for the project. The cost proposal will be payment on a time and materials basis with an total not-to-exceed cost of $323,878. This amount fits within the budget and the approved cost of professional services for the grant. Timeline on this project will be design through the end of the year, bidding in January, and construction May through July 2021.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CAMPBELL COUNTY AND HDR Engineering, Inc._

Parties

Campbell County Board of Commissioners
500 South Gillette Ave, Gillette, WY 82716
Telephone (307) 685-8061
hereinafter referenced as "Owner"

Consultant HDR Engineering, Inc.
Address 601 Metz Drive, Gillette, WY 82718
Telephone (307) 228-6000
hereinafter referenced as "Consultant"

Project Name Southern Campbell County Arterial Roads Reconstruction AML Project
Location Wright, WY
Brief description: Improved drainage infrastructure and new gravel section on 12,000 feet of road within an existing rural neighborhood immediately south of the Town of Wright.

This document is an Agreement entered into by and between Campbell County, "Owner" and _HDR Engineering, Inc., "Consultant" for the Southern Campbell County Arterial Roads Reconstruction AML Project.

Scope of Services.

The Scope of Services shall be as described in Exhibit A and is incorporated into this agreement by reference herein.

Term.

This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of this Agreement is determined by the Project Timeline provided in Exhibit B.

Project Timeline.

The timeline for services to be provided shall be as described in Exhibit B and is incorporated into this agreement by reference herein.

Definitions.

a. Agreement - This written contract for professional services between Owner and Consultant, including all Exhibits and any duly executed amendments.
b. Consultant - The professional firm hired by the Owner to perform services on the project. Includes Consultant's officers, directors, members, partners, agents, employees, and any subconsultants providing services on the Project.
c. Contractor - The entity or individual hired by the Owner to complete the work on the Project. This includes subcontractors and sub-subcontractors.

d. Owner - Campbell County, whose authorized representatives may be identified in the Authorized Representatives section of this Agreement.
e. Project - The total undertaking to be accomplished for Owner by consultants, contractors, and others, including, but not limited to, planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Consultant under this Agreement are a part of.
f. Project Documents - Project documents include all reports, drawings, specifications, electronic media, computer models, or other items prepared or furnished by Consultant and provided to Owner pursuant to this Agreement.

Compensation.

Owner shall compensate the Consultant for the services described in Exhibit C. Compensation will be on a time and materials basis with a total not-to-exceed value of $323,878.

Payment.

Payment shall be made according the current Campbell County Accounts payable schedule provided in Exhibit D.

Availability of Funds

Each payment obligation of Owner 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 for the continuance of the services performed by Consultant, the Agreement may be terminated by Owner at the end of the period for which the funds are available. Owner shall notify Consultant in a timely manner of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Owner in the event this provision is exercised, and Campbell County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Owner to terminate this Agreement to acquire similar services from another party.

Authorized Representatives.

The following are authorized representatives, who may act on behalf of their respective entities.

CAMPBELL COUNTY

Owner Authorized Representative: Kevin King, Public Works Director
Telephone (307) 685-8061
Email kck08@ccgov.net

Owner Authorized Representative: Clark Melinkovich, Senior Engineer
Telephone (307) 685-8061
Email cmm08@ccgov.net

HDR Engineering

Consultant Authorized Representative: Mike Oakley

Address 601 Metz Drive, Gillette, WY
Telephone (307) 228-6000
Email mike.oakley@hdrinc.com

Consultant Authorized Representative: _____
Address _____
Telephone _____
Email _____

Owner's Responsibilities.

a. Owner shall inform Consultant of the policies, procedures, design objectives, and requirements for the Project including, but not limited to, schedule, constraints, and criteria.
b. Owner shall establish a budget for the project that includes, but is not limited to, funds for the cost of the work, Consultants fees, Owner's other costs, and a reasonable contingency related to the costs. Owner shall notify Consultant of any significant changes to the budget.
c. Owner shall assign a representative to the Project and authorize this person to act on the Owner's behalf with respect to the Project. Such person(s) may be identified in the Authorized Representatives section of this Agreement.
d. Owner may furnish any necessary services that are not identified as the Consultant's responsibility, per the scope of services detailed in Exhibit A, through their own forces or by hiring others to assist. When hiring others, Owner shall advise Consultant of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services concerning the Project and Owner shall assist in the coordination of these services with those of the Consultant.
e. Owner shall make provisions for the Consultant to safely and properly access the Project site as required to perform services under this Agreement.
f. Owner shall answer questions and provide information in a reasonably timely manner when requested by the Consultant.
g. Owner shall give feedback and approve or disapprove of Consultant's services or work products in a reasonably timely manner.
h. Owner shall provide, at its discretion, data and information in its possession for Consultant to provide its services. Consultant may rely on such information as fully accurate unless otherwise disclosed.

Compliance with Laws, Regulations, Policies, Procedures.

a. Consultant shall comply with all applicable laws and regulations.
b. All design work shall be overseen by professional engineers licensed with the Wyoming State Board of Engineers and Surveyors and by architects licensed with the Wyoming State Board of Architects and Landscape Architects. All survey work shall be overseen by surveyors licensed with the Wyoming State Board of Engineers and Surveyors.
c. Consultant shall comply with the policies, procedures, and instructions of Owner that are applicable to Consultants performance of services under this Agreement and that Owner provides to Consultant in writing.

Insurance.

Consultant shall procure and maintain at its expense insurance policies that meet the following:
i. Commercial General Liability: 1,000,000 per occurrence, 2,000,000 aggregate

ii. Commercial Auto Liability: 1,000,000 per accident
iii. Workers Compensation: per Wyoming state statutes
iv. Professional Liability Insurance: 1,000,000 per claim, 2,000,000 aggregate

a. Consultant shall name Owner as additional insured on the Commercial General Liability and Commercial Auto Liability policies and shall provide waiver of subrogation.

b. Owner shall require Contractor doing construction work to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Consultant shall be listed as additional insured with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Consultant access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor. The burden of request and verification of this insurance shall be on the Consultant.

Standard of Performance.

The standard of care for all professional engineering, architecture, consulting and related services performed or furnished by Consultant and its employees under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality.

Consultant's cost estimates are to be made on the basis of their experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor and materials, the Contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that actual construction costs will not significantly differ from Consultant's cost estimates.

Hazardous Materials.

Owner represents that to the best of its knowledge it has disclosed to Consultant the existence of any known hazardous materials located at or near the project site. It is acknowledged by both parties that Consultant's scope of services does not include services related in any way to hazardous materials. In the event Consultant or any other party encounters undisclosed hazardous materials, Consultant shall notify Owner and Consultant may, at its option and without liability for delay, consequential or any other damages to Owner, suspend performance of services on that portion of the project affected by hazardous materials until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

Consultant Liability.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability of Consultant to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages arising out of, resulting from, or otherwise related to the Project or this Agreement from any cause, including but not limited to negligence, professional errors/omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, shall be limited to the greatest of the following three (3) values:

1. The total insurance proceeds paid on behalf of or to Consultant by the Consultant's insurers in settlement or satisfaction of Owner's claims, under the terms and conditions of Consultant's applicable insurance policies, as required under the Insurance section of this Agreement. The total insurance proceeds paid are calculated after the Consultant has made payment for all or the applicable portion of any deductibles. The value of insurance proceeds shall not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal, or;

2. The amount of the Consultant's fee for the Project, or;

3. $50,000.

Contractor Liability.

Consultant 's observation or monitoring of portions of the work shall not relieve the Contractor from its responsibility to inspect and otherwise perform the work in accordance with applicable contract documents. Consultant does not guarantee the performance of any contractor, does not assume any responsibility for a failure of contractor performance, and is not responsible for the acts or omissions of the Contractor or other parties on the Project. Consultant shall not supervise, control, or have charge of construction means, methods, sequences, or for safety or security programs or precautions connected with the Project that are outside of the terms of this Agreement.

Independent Contractor.

Consultant and Consultant's officers, directors, members, partners, agents, employees, and any subconsultants providing services on the Project shall function as independent contractors for the purposes of this Agreement and shall not be considered employees of Campbell County for any purpose. Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by Consultant and/or Consultant's officers, directors, members, partners, agents, employees, and any subconsultants 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 Consultant or its Consultant's officers, directors, members, partners, agents, employees, and any subconsultants to act as an agent or representative for or on behalf of Campbell County or to incur any obligation of any kind on the behalf of Campbell County. Consultant agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to Campbell County employees will inure to the benefit of Consultant or its Consultant's officers, directors, members, partners, agents, employees, and any subconsultants agents as a result of this Agreement.

Governmental Immunity.

Campbell County 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.

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 so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

Indemnity.

Consultant agrees to indemnify, defend, and hold harmless Owner and their officers, agents, employees, successors, assignees, or third-parties from any and all claims, lawsuits, losses, personal injury or property damage, and liability arising out of Consultant's failure to perform any of its duties and obligations hereunder or in connection with the negligent performance of its duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of Consultant's actions.

Assignment of Agreement.

Owner and Consultant, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Owner nor Consultant will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

Ownership and Use of Project Documents.

Consultant warrants and represents to be the author and creator of all Project Documents prepared or furnished by Consultant to Owner pursuant to and in fulfillment of this Agreement.

Consultant grants to Owner a nonexclusive license to use Project Documents for the purposes of constructing, using, maintaining, altering, and/or adding to the intended original Project. Said license grants to Owner the right to use and reproduce Project documents for the purpose of Project completion, alteration, maintenance, or other similar acts. Said license also permits the Owner to authorize contractors, subcontractors, suppliers, Owner's consultants, separate contractors, and other similar individuals, to use and reproduce the Project Documents for performing services or construction on the Project. Consultant agrees to continue or make any necessary arrangements to continue the nonexclusive license for Owner to use Project Documents, as described in this Agreement, if a patent or copyright of the Project Documents is obtained.

Consultant shall provide Owner electronic copies of all Project documents in Microsoft Word and AutoCAD format at each stage of progress of design, contingent only upon payment for the design up to that stage. If either party terminates this Agreement, Owner may expand upon or complete the Consultant's current design with Owner's own forces or with that of another consultant. Owner understands that there are risks associated with using or expanding upon the Consultant's partially complete designs, including risks related to structural or geotechnical engineering.

Any reuse of Project documents without written verification or adaptation by Consultant for the specific purpose intended will be at Owner 's sole risk and without liability or legal exposure to Consultant, and Owner shall indemnify and hold harmless Consultant from all claims and damages arising or resulting therefrom.

Changes to Agreement.

In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the Scope of Services as defined in Exhibit A and/or the Project Timeline in Exhibit B. Consultant shall promptly inform Owner if such situations arise and whether changes, by way of example and not limited to, in the Scope of Services, including the addition or suspension of services, adjustments to the time of performance, and/or compensation are required. If such change results in an increase or decrease in the cost or time, as described in Exhibit B, required for performance of the services, an equitable adjustment may be made, and this Agreement shall be modified in writing; requiring approval and signature of the authorized representatives of both parties.

Suspension by Owner.

Owner may suspend Consultant's services for up to ninety (90) days upon seven (7) days written notice to Consultant.

Termination of Agreement.

Owner may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the Consultant. In the event of premature termination of the Project by the Owner and through no fault of the Consultant, the Consultant shall be entitled to receive full payment for all services performed or furnished in accordance with this Agreement through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of the Ownership and Use of Project Documents section of this Agreement.

Consultant may terminate the Agreement upon not less than fifteen (15) days written notice to the Owner should the Owner fail substantially to perform in accordance with the terms of this Agreement, through no fault of the Consultant.

Force Majeure.

Consultant shall not be liable for delays, nor shall be considered in breach of this Agreement, due to failure to perform its obligations under this Agreement as a result of an event or circumstances not within the reasonable control of Consultant; including any acts of God, strikes, unavailability of labor or supplies, war, riot, civil commotion, acts of civil or military authority, terrorist act, malicious damage, epidemics, pandemics, quarantines, fire, flood, storm or natural disaster, or disruption or outage of communications, power or other utility. Consultant shall not be liable for delays due to failure of the Owner to comply with its obligations per the Agreement.

Disputes.

Claims, disputes, or other matters in question between the parties to this Agreement shall initially attempt to be resolved through good faith efforts. If resolution through good faith efforts by the parties does not arise within thirty (30) days, either party may pursue any legal remedies available.

Severability/Waiver.

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. 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.

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 Campbell County does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available pursuant to Wyoming Statutes §§ 1-39-101 through 1-39-121 and all other applicable law.

Entire Agreement.

This document referenced exhibits and any duly executed amendments represent the entire and integrated agreement between Owner and Contractor and may be amended only by a written instrument; signed by the authorized representatives of both parties.

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.

CAMPBELL COUNTY

_____ _____

Owner's Authorized Representative Date
D.G. Reardon
Chairman, Campbell County Board of Commissioners

CONSULTANT COMPANY NAME

_____ _____

Consultant Authorized Representative Date
Name
Title

Exhibit A

SCOPE OF WORK

HDR is pleased to provide this scope of work for the Southern Campbell County Arterial Road Reconstruction AML Project. HDR has studied scope provided by the County and we have developed the following scope of work as requested.

Project Description: Campbell County Public Works (County) has requested HDR to provide professional design services for the Southern Campbell county Arterial Road Reconstruction AML Project (Project). The Project will include improved drainage infrastructure and a new gravel section on 12,000 feet of road within an existing rural neighborhood immediately south of the Town of Wright.

Campbell County has secured a state of Wyoming DEQ Abandoned Mine Land Public Facilities grant to upgrade subdivision roads in the area just south of the Town of Wright. The exhibit from the RFP showing the project area is attached to the end of this scoping document for reference. The roads in the project area need major reconstruction to facilitate safe, efficient and adequate access for the local residents, emergency response vehicles, mineral industry traffic and school buses. An Improvement and Service District was formed in the area for the future maintenance of the roads. Campbell County will act as the owner for this project and will administer the project through the Public Works Department.

The Project includes upgrading approximately 1500 feet of Chad Road, 4100 feet of Duffy Road, 3900 feet of Noonan Road and 2300 feet of Hicks road. The improvements will provide an upgraded roadway from the Town of Wright through the subdivision to the intersection of Highway 59 and 450.

The Wyoming Department of Environmental Quality, AML Division, is performing a NEPA study on the proposed corridor(s). This study will run concurrently with the design, and the bidding cannot occur until the NEPA study is complete and the Project area is cleared. As an update, the completed NEPA study has already been provided to the County by the DEQ.

1. Design Phase

1.1. Project Management

1.1.1. Act as project manager to coordinate production of a complete set of contract plans and documents within the time period established by the project schedule. The project schedule is anticipated for bid in winter 2020 and construction the season of 2021. Set up project files, projectsite safety plan for field work and a QC plan and schedule. Coordinate with sub-consultant AET on safety plan and QC plan. Provide

project invoicing, including a Project Deliverable Completion Statement to indicate the percentage complete for the lump sum billing of the design and bidding phases.

1.1.2. Coordinate Team Progress Meetings during the design phase and coordinate with the owner for an update to the progress meetings, or inclusion if desired by the County.

1.1.3. Hold a team kick off meeting with the owner. This would be the first of three meetings requested in the RFP to be held with the owner and project stakeholders. The meeting can be in person, or on Webex as best fits the team. The Kick off meeting will discuss project goals, schedule and the newest information prior to the start of field work.

Assumptions:

- HDR assumes that invoicing will be performed once monthly
- Meetings will be held at the County or the HDR office, and those not in Gillette can attend remotely

Deliverables:

- Monthly invoice for work performed
- Meeting minutes

1.2. Data Collection

1.2.1. HDR will provide a Professional Land Surveyor to lead the topographic survey for the project. The team will use GPS survey equipment to collect data to build an existing ground surface and base file for the design. The team will call for utility locates using the One-Call system and survey the location of all identified utilities. The team will also survey locate all existing drainage infrastructure that is found to document drainage flow on the base map. Property corners that are found during the survey will be tied and included in the base map file. The team will tie all fence lines and corners in the project area and assume that they are lines of occupation.

Assumptions:

- HDR assumes that we will not be surveying on private property and that no ROW will be acquired on the project. We will not need to obtain permission to survey or produce exhibits for land acquisition or easements.

1.3. Geotechnical Investigation

1.3.1. HDR will partner with American Engineering Testing (AET) to perform the geotechnical investigation for the project. AET has provided a proposal that is available upon request. The geotechnical investigation will perform a total of 9 borings, to a depth of 10 feet each. The anticipated lab work will include natural

moisture content, dry density, Atterberg Limits, sieve analysis, moisture density relationship (Proctor Test), California Bearing Ratio Tests and Soil Chemistry Tests. A final report will be provided that will provide gravel surfacing section and construction recommendations. The construction consideration will address geotechnical issues concerning the earthwork, subgrade preparation, geosynthetics (if warranted), drainage, culvert CR numbers and any other applicable considerations.

Assumptions:

- HDR assumes that Campbell County will provide all necessary traffic counts/data to be used for design purposes.
- AET will use One Call for locates on all public utilities but One Call will not locate private utilities. It is our assumption that Campbell County will provide any information that they currently have on private utilities in the project area. If the County would like HDR and AET to hire a private utility locator, it would be considered as additional work and would be handled by an amendment to the contract.
- If groundwater is found in the soil borings, it will be documented in the final report. A specific investigation for ground water is not included in this scope.

Deliverables:

- Geotechnical Report sealed by a Professional Engineer

1.4. Drainage Study

1.4.1. HDR will provide a Hydrology study for the project area to determine the flows of the water where it crosses the roads. The Hydraulics will be analyzed to size the culverts under the roadway to meet the County criteria. A final technical memo will be produced to document the process of the H&H study and final recommendations for pipe sizing.

Assumptions:

- HDR assumes that the drainage study will be performed using existing available topographic data, updated with the survey information from the topo survey inside the project limits.

Deliverables:

- H&H Technical Memo

1.5. Road Design

1.5.1. Road Design and Software - The HDR team will prepare a road design that will improve the flow of drainage in the project area and elevate the roadway to improve conditions for both storm water and blowing snow. The information determined in the kick off meeting with the owner and the stakeholders will serve as the goals for a successful project and will guide the design. The team will use AutoCadd Civil 3D to perform the design work.

The design standards will be determined in the project kick off meeting.

1.5.2. Project Documents – The plan set that is produced for the project will include a title sheet, typical sections, project summaries, plan and profile sheets, cross sections and plan details. The Project Manual will be produced using the County's standard template for project manuals and will include documents that are required by the Funding Agency (AML) requirements.

1.5.3. At approximately 50% completion of the project, the design team will host the second of three requested meetings with the project stakeholders. This meeting will be to review the project alignment, profile and typical sections and the overall direction of the project prior to moving on into the final design portion of the work. Plans will be provided prior to the meeting to allow for redline comments by all parties. Meeting minutes will be kept to document the decisions that are made during the meeting.

1.5.4. Upon completion of the 50% review meeting, the team will move forward to the final design of the project, making adjustments and design edits as determined in the meeting. The project earthwork will be completed to attempt to reach a balance condition and project summaries will be produced to document the project quantities.

1.5.5. At approximately 90% completion, HDR will host the third of three requested project meetings with the County and the stakeholders. This meeting will serve as a final review meeting. The intent will be to receive final comments, review the final cost estimate and the bidding documents. All comments will be documented in meeting minutes.

1.5.6. Final revisions and completion of the plan set and project documents will be completed upon receiving comments at the final review meeting. The design report will be completed as well as a final project cost estimate.

1.5.7. HDR will include a maintenance schedule with anticipated cost estimates at the end of the design phase to be provided to the I&S District.

1.5.8. HDR will utilize their internal QC program to perform QC reviews on all deliverables, in particular reports, technical memos and plan set deliverables. HDR will document the QC review as well as document all comment responses as they are implemented into the designs and/or documents.

Assumptions:

- HDR assumes the project deliverables submitted for review and the project documents for final submittal and bidding will be submitted in electronic format.
- HDR assumes questions or approvals for alignments, typical sections, surfacing sections etc can be submitted for approval as needed prior to the review meetings. Getting approval on these type of decisions will keep the design process moving and minimize rework.
- HDR assumes the project manual will use the standard County template and that federal funding documents required to be included in the project manual can be provided by the funding agency.

Deliverables:

- 60% plan review set, preliminary cost estimate
- 90% plan review set, cost estimate
- Final plans, cross sections, project manual and final cost estimate
- Final Design Report
- Meeting Minutes

2. Bidding Phase

2.1.1. HDR will assist the County with the bidding process. If the County would prefer, HDR will host the project documents on its bidding website for bidding purposes. HDR will attend the pre-bid meeting to assist the County. HDR will answer contractor questions and perform up to 2 addenda if necessary.

2.1.2. Once the bids are received, HDR will compile bid tabulations into a spreadsheet and produce a bid recommendation for the County to use in the award of the project

Assumptions:

- No more than two addenda will be needed
- HDR assumes that only one project showing will be required to show contractors the project. This would likely happen during the pre-bid meeting. Individual contractor showings are not anticipated

Deliverables:

- Bid Tabulations
- Addenda (up to 2 if necessary)
- Bid Award Recommendation

3. Construction Administration

3.1. Provide Full Time Construction Inspection

3.1.1. HDR will provide a full time construction inspector for this project. It is anticipated the construction effort will last for 10 weeks, as identified in the RFP.

The HDR inspector will monitor the project for compliance with the project specifications as well as answer questions from the contractor. The inspector will also be the initial point of contact for the public, the contractor and the owner in regards to the project. The inspector will keep a daily field report that documents the weather conditions, work effort and other aspects of the project, including project visitors and construction photos. The inspector will also track project quantities daily and coordinate with the contractor's Superintendent to agree on the work performed each day. A weekly summary of work completed will also be produced. Each week, the daily construction reports, construction photos and quantity summary will be submitted to the County for information and records. The inspector will also verify and process monthly pay applications from the contractor and provide a monthly project summary to meet the needs of the funding agency.

Assumptions:

- Construction is estimated at a ten week duration HDR has estimated the inspector to work eleven hours per day, five days per week. This would include travel time to the project site.
- HDR assumes inspection is needed only at the project site and not supplier / crusher locations
- HDR assumes that all documents can be submitted electronically in pdf format
- HDR assumed that an as-constructed topographic survey would not be necessary.

Deliverables:

- Daily Construction Reports, including photos and a weekly summary of quantities
- Weekly or biweekly progress report meeting minutes
- Field orders, Change Orders and Work Change Directives as needed
- Approved Pay Requests, submitted by the contractor and verified and approved by HDR
- Monthly progress report to submit to funding agency on project status
- Final project report containing test results, daily reports, etc. along with a statement that the project meets the project specifications and requirements.

3.2. Provide Construction Material Testing

3.2.1. HDR has partnered with AET to provide the construction material testing for the project. AET will test the compaction of earthwork for subgrade using a nuclear density guage based on moisture density (Proctor) curves. AET will also test the compaction of granular base that is constructed on the project in the same manner. AET has estimated that they will perform these services based on 3 hours per trip, 3 trips per week for 8 weeks. It is recommended to review the material testing needs after the design is completed and a schedule is understood, prior to bidding.

Assumptions:

- 3 hours per trip for testing (including travel time), 3 trips per week for 8 weeks)
- AET will test density on subgrade and base
- AET will expect at least a 24 hour notice to schedule material testing
- Field staff for AET will incur overtime charges in excess of 8 hours per day or non-standard hours and weekends
- AET's proposal does not include the cost of equipment needed to gain specialty access to materials testing (scaffold, scissor lifts, ladders, trench shoring etc.)

Deliverables:

- Daily test reports and construction reports for each trip made to the project site
- Monthly invoice for services provided

3.3. Provide Construction Staking

3.3.1. HDR will provide construction staking for the project. HDR will provide slope staking, blue top staking on embankment and blue top staking on crushed base. HDR will also stake sign locations and pipe ends for contractor installation as needed. Improvements and accuracy in GPS controlled equipment have reduced the need for field staking and Campbell County may find better use of these dollars on other aspects of the construction inspection which can be discussed during the kick off meeting for the project.

Assumptions:

- HDR will slope stake the project at an interval of 200' in the tangents and 50' in the curves
- HDR will blue top the sub-grade and crushed base at intervals of 200' in the tangents and 50' in the curves
- HDR would like to have 48 hours notice for staking needs, which should be discussed weekly at the progess meetings. For blue-topping HDR would like to have at least 0.5 miles of roadway available to stake.
- Re-staking of work that is damaged by the contractor, lost to the weather etc. would be considered additional work.

Deliverables:

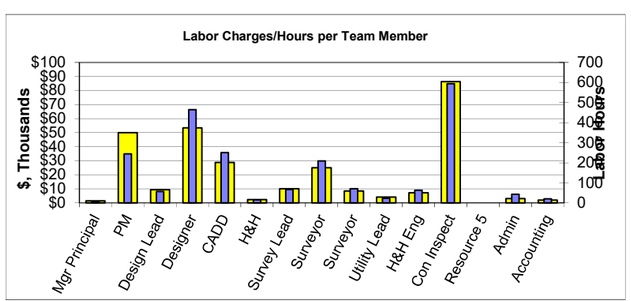
- Slope Stakes, blue top stakes in the ground on the project site.
- As-Built plans for the project

Exhibit B

Task Description	Begin Date	End Date	Duration
Notice To Proceed	August 24, 2020		1 Day
Kick Off Meeting	August 27, 2020		1 Day
Preliminary Survey	August 31, 2020	September 18, 2020	3 Weeks
Geotechnical Investigation	August 31, 2020	September 30, 2020	4 Weeks
Design 0%-30%	September 15, 2020	October 15, 2020	4 Weeks
30% Review	October 15, 2020	October 30, 2020	2 Weeks
Design 30% - 90%	November 1, 2020	December 1, 2020	4 Weeks
90% Design Review	December 1, 2020	December 15, 2020	2 Weeks
Desgin 90% - 100%	December 15, 2020	January 10, 2021	3 Weeks
Bidding	January 15, 2021	February 28, 2021	6 Weeks
Award and Contracts	March 1, 2021	March 15, 2021	2 Weeks
Construction	April 15, 2021	June 30, 2021	10 Weeks

Level of Effort and Fee Estimate
Campbell County Public Works
Southern Campbell County Arterial Road Reconstruction

Work Task	Mgr Principal Turbiville	PM Oakley	Design Lead Mattson	Designer Anderson	CADD Oakley	H&H Yerdon	Survey Lead Anderson	Surveyor Fraser	Surveyor Williams	Utility Lead Van Wyhe	H&H Eng Messick	Con Inspect Starck	Resource 5	Admin Dickson	Accounting Morrison	HDR Labor Total	Subconsultant
Contract Billing Rate	$ 225.00	$ 205.00	$ 165.00	$ 115.00	$ 115.00	$ 165.00	$ 150.00	$ 120.00	$ 120.00	$ 180.00	$ 115.00	$ 145.00	$ -	$ 70.00	$ 95.00		
1.0 Project Management																$0	$0
1.1 Project Set Up, Project Guide, File Structure	2													16	20	$3,470	$0
1.2 Team Progress Meetings, Owner Coordination		16	16	16	16		4	4		4				4		$11,680	$0
1.3 Kick Off Meeting with Owner		4	2	4			2			2						$2,270	$0
2.0 Data Collection																$0	$0
2.1 Topographic Survey / Basemap		12			16		60	80	10							$24,100	$0
2.2 Geotechnical Investigation		8						8						2		$2,740	$4,950
																$0	$0
3.0 Preliminary Design and Plan Production	2															$450	$0
3.1 Produce Alignments, Profiles and Sheet Set Up		4	8	16	32											$7,660	$0
3.2 Produce Corridor / Model		4	6	24	10											$5,720	$0
3.3 Typical Section, Cover Sheet, Legend, Details		4		16	24											$5,420	$0
3.4 Hydrology						14					54					$8,520	$0
3.5 Culvert Layout		2	2	8	8						8	4				$4,080	$0
3.6 Produce Cross Sections		2	2	8	24											$4,420	$0
3.7 60% Review Submittal / Meeting		8		12	8											$3,940	$0
3.8 Preliminary Cost Estimate		2		6												$1,100	$0
3.9 Utility Adjustment Coordinate		12		24	24			16		16						$12,780	
																$0	
4.0 Final Design	2															$450	$0
																$0	
4.1 Alignment and Profile Revisions		6	8	16	16											$6,230	$0
4.2 Corridor Update			4	24	16											$5,260	$0
4.3 Summaries		16		32	16											$8,800	$0
4.4 Project Manual and Design Report		8	8	24										16		$6,840	$0
4.5 90% Review Submittal / Meeting		8		12	12											$4,400	$0
4.6 Comment Revisions		8		16	16											$5,320	$0
																$0	$0
5.0 Bidding																$0	
5.1 Bidder Questions, Coordination		6		8												$2,150	
5.2 Pre-Bid Meeting		5		8												$1,945	
5.3 Addenda (1 estimated)		2		4	2											$1,100	
5.4 Bid Opening, Bid Tabulation and Award Reccomendation		2		2										4		$920	
																$0	
6.0 Construction Administration / Material Testing																$0	
6.1 Daily Construction Inspection (10 weeks, 11 hours a day)		40		80								550				$97,150	$10,500
6.2 Slope Staking, Blue Top Staking, signs and pipes				8				100	60							$20,120	
6.3 Progress Meetings (Weekly)		40		40												$12,800	
6.4 Progress Reports, Submittals Close Out Docs		16		40	10							16				$11,350	$0
6.5 Substantial and Final Completion Walk Throughs		8		16								24				$6,960	$0
Total Labor Hours per Team Member	**6**	**243**	**56**	**464**	**250**	**14**	**66**	**208**	**70**	**22**	**62**	**594**	**0**	**42**	**20**	**$ 290,145**	**$ 15,450**
Total Labor Charges per Team Member	**$ 1,350**	**$ 49,815**	**$ 9,240**	**$ 53,360**	**$ 28,750**	**$ 2,310**	**$ 9,900**	**$ 24,960**	**$ 8,400**	**$ 3,960**	**$ 7,130**	**$ 86,130**	**$ -**	**$ 2,940**	**$ 1,900**		



Direct Costs / Expenses							
Technology Charge	0	hours	x	$ -	$/hr	No Charge	
Mileage	2500	miles	x	$ 0.575	$/mile	$	1,438
Lodging		nights	x	$ -	$/night	$	-
Meals		meals	x	$ -	$/meal	$	-
Copies/Photocopies						$	300
Postage / Public Notices						$	-
Travel/Airfare Charges						$	-
Miscellaneous						$	500
Mileage: HDR Vehicle	6000	miles	x	$ 0.75	$/mile	$	4,500
GPS/Robotic Survey Equipme	200	hours	x	$ 50.00	$/hour	$	10,000.00
			Expenses Subtotal			*$*	*16,738*
Subconsultant Fees						**$**	**16,995.00**
			TOTAL FEE			**$**	**323,878**

Campbell County
wyoming

Campbell County Public Works Construction Contracts Accounts Payable Schedule

2020	
Invoice due to Public Works	Board approval date
Jan 22, 2020	Feb 4, 2020
Feb 19, 2020	Mar 3, 2020
Mar 18, 2020	April 7, 2020
Apr 22, 2020	May 5, 2020
May 20, 2020	June 2, 2020
June 17, 2020	July 7, 2020
July 22, 2020	Aug 4, 2020
Aug 19, 2020	Sep 1, 2020
Sep 23, 2020	Oct 6, 2020
Oct 21, 2020	Nov 3, 2020
Nov 18, 2020	Dec 1, 2020
Dec 23, 2020	Jan 5, 2021

2021	
Invoice due to Public Works	Board approval date
January 20, 2021	February 2, 2021
February 17, 2021	March 2, 2021
March 24, 2021	April 6,2021
April 21, 2021	May 4, 2021
May 19, 2021	June 1, 2021
June 23, 2021	July 6, 2021
July 21, 2021	August 3, 2021
August 18, 2021	September 7, 2021
September 22, 2021	October 5, 2021
October 20, 2021	November 2, 2021
November 17, 2021	December 7, 2021
December 22, 2021	January 4, 2022

The Board approval dates are Tuesdays and the checks will be mailed out by Friday after approval.

Wendy Balo
Senior Financial Specialist
Campbell County Public Works
307-687-6341
WML08@ccgov.net

The following page(s) contain the backup material for Agenda Item: 9:45 Memorandum of Understanding, Guardian Ad Litem

*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 OF UNDERSTANDING BETWEEN THE WYOMING OFFICE OF GUARDIAN *AD LITEM* AND CAMPBELL COUNTY, WYOMING

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Office of Guardian *ad Litem* (Agency), whose address is: Historical Courthouse, 310 West 19th Street Suite 100, Cheyenne, WY 82002, and Campbell County, Wyoming (County), whose address is: PO Box 3010 Gillette, WY 82716.

2. **Purpose.** The purpose of this MOU is to establish an understanding between the Agency and the County. In accordance with Agency Rules, this MOU is solely intended to provide for legal representation in the following cases: child protection cases under Wyo. Stats. §§ 14-12-101 through 14-12-104; children in need of supervision cases under Wyo. Stats. §§ 14-6-401 through 14-6-440; delinquency actions under Wyo. Stats. §§ 14-6-201 through 14-6-252; interstate compact on juveniles (ICJ) cases under Wyo. Stat. § 14-12-101(a)(v); termination of parental rights cases under Wyo. Stats. §§ 14-2-308 through 14-2-319; and appeals arising out of these cases.

3. **Term of MOU.** This MOU shall commence when all parties have executed it or on July 1, 2020, whichever is later, and shall remain in full force and effect until June 30, 2022, or until terminated. Each party agrees and acknowledges that participation in this program is contingent on budget authority and the availability of funding. Either party may terminate this MOU with thirty (30) days written notice. The Agency may also terminate the MOU immediately for cause. Cause may include but is not limited to: county officials, guardian *ad litem* (GAL), or district judges not adhering to Agency procedures, rules, or regulations; or district court judges appointing attorneys who are not on the GAL Panel.

4. **Payment.** Pursuant to Wyo. Stat. § 14-12-103(b), the County shall reimburse the Agency an amount equal to not less than twenty-five percent (25%) of the fees paid to GALs in Campbell County and an amount equal to not less than twenty-five percent (25%) of the Agency's administrative cost prorated by Program funds expended in each county as set forth by Section 6B, below. This match shall be paid by the County to the Agency upon receipt of a quarterly invoice. Invoices are to be paid by the County within ninety (90) days of receiving the invoice. Failure to pay an invoice will result in the State Treasurer's Office deducting the amount due to the Agency from the sales tax revenues due to the County from the State and crediting the amount to the Agency's account

5. **Responsibilities of the County.**

   A. The County shall adhere to all Agency Rules and Policies and all applicable Wyoming statutes.

   B. **County Match for Services.** The County agrees to pay the Agency as set forth in Section 4, above.

   C. **Excess Compensation of GALs.** The County may pay a rate in excess of the rate

set for payment by the Agency to an Agency GAL in accordance with Wyo. Stat. § 14-12-103(a) under a separate contract with that Agency GAL, and in such case the County shall reimburse the Agency for one hundred percent (100%) of the excess amount paid.

D. **Appointment of GALs.** The County shall ensure court GAL appointments are to the Agency, not a specific attorney, in accordance with state statute and Agency Rules and Policies to provide services when appointing a GAL in cases where the Agency provides services. The County shall use Agency approved templates for pleadings appointing an Agency attorney, or its designee. The County shall notify the Agency, or its designee, for applicable cases requiring the appointment of a GAL. The Agency, or its designee, retains the right to select an appropriate GAL or substitute an appropriate GAL for specific assignment to Agency cases in accordance with Agency Rules and Policies. The County understands and agrees that the Agency will not provide compensation to a GAL who has not entered into a negotiated contract or employment with the Agency or that has been assigned a case where the Agency was not appointed.

E. **Suitable Office Space**. Pursuant to Wyo. Stat. § 14-12-103(d), the County shall provide adequate office space and utility services for all employed and contracted GALs, separate from any public defender field office. If suitable office space for all GALs cannot be provided, the County shall provide, based upon a proportional share, a monthly stipend determined by the Agency to all Program GALs housed in private facilities. The stipend shall be paid directly by the County to the Agency monthly and separate from any quarterly match payment. The County shall be responsible for notifying the Agency in writing on or before June 30th of each year of the availability of adequate office space within the County. Adequate office space will include one safe, accessible, private and secure office for each contracted and employed GAL, reception area, conference or meeting area, suitable storage room for supplies and files, access to parking, access to restroom facilities, and all required utility services other than telephone and internet service. The County shall provide general cleaning services, trash removal, toilet paper, paper towels, and hand soap should the office come with a private restroom facility. The County shall allow the Agency access to this office space at least sixty (60) days prior to the commencement of this MOU so that the Agency can order sufficient furniture and equipment, install internet and telephone services, and complete set up of the office prior to the start date of employed or contracted GALs.

6. **<u>Responsibilities of the Agency</u>.**

A. The Agency shall provide Guardian *ad Litem* attorney services to the Agency cases in Campbell County, Wyoming, as set out in the Agency Rules and Policies and in accordance with all applicable Wyoming statutes.

B. **Invoice for Services**. Pursuant to Wyo. Stat. § 14-12-103(b), the Agency shall

invoice the County for an amount equal to not less than twenty-five percent (25%) of the fees paid to GALs in Campbell County, Wyoming and an amount equal to not less than twenty-five percent (25%) of the Agency's administrative cost prorated by Agency funds expended in each county upon completion of each of the eight (8) quarters of a biennium. Invoices shall be sent within thirty (30) days after reconciling each quarter's cost of services. Each quarter will consist of three (3) consecutive months, beginning with July as the first month of the first quarter.

C. **Office Space Set Up.** The Agency shall provide telephone and internet services, furniture, equipment, office supplies, and décor for the space and the cost of keys, door signs, and other miscellaneous expenses for obtaining and installing all furniture, equipment, internet, and telephone utilities.

D. **Compensation of GALs.** In accordance with Agency Rules and Policies, the Agency shall provide compensation and reimbursement and either employ or contract privately and separately with qualified GALs for the Agency cases.

E. **Assignment of GALs.** The Agency, or its designee, upon notice from the County shall assign a GAL from the Agency Panel for all Agency cases in accordance with Agency Rules and Policies upon notice of a new case. The Agency will not pay for GALs not contracted or employed by the Agency, or cases in which the Agency has not been appointed.

F. **Supervision and Certification of GALs.** The Agency shall administer an Agency Panel and shall supervise and certify GALs in Campbell County, Wyoming, in accordance with the Agency Rules and Policies.

7. **General Provisions.**

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Availability of Funds.** Each payment obligation of either party 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 for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which

will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.

D. **Entirety of the MOU.** This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.

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

G. **Sovereign Immunity.** The State of Wyoming, Wyoming Office of Guardian *ad Litem,* and Campbell County, Wyoming do not waive their sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

H. **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 MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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

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

WYOMING OFFICE OF GUARDIAN AD LITEM

Dan Wilde, Deputy Director — Date

CAMPBELL COUNTY, WYOMING

Rusty Bell, Chair, Campbell County Commissioners — Date

ATTEST

Susan Saunders, Campbell County Clerk — Date

APPROVAL AS TO FORM

Ronald E. Wirthwein, Jr., Campbell County Attorney — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner #205522 — 08-03-2020

Tyler M. Renner, Assistant Attorney General — Date