AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

JULY 7, 2021

09:00 MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE

CONSENT AGENDA

A. Consent Agenda

VOUCHERS

B. Vouchers

PUBLIC COMMENT

C. For the Good of the County*

REGULAR BUSINESS

D.	9:15 Amendment One for Crisis Response Funding Contract	Jane Glaser
E.	9:20 County Health Officer Contract	Jane Glaser
F.	9:25 Certificate of State Grant Aid, 2021 Airport Marketing & Promotion	Shelly Besel
G.	9:30 American Rescue Plan Application, Concessions	Todd Chatfield
H.	9:35 American Rescue Plan Application, Airport	Todd Chatfield
I.	9:40 General Aviation Terminal Grant Agreement	Todd Chatfield
J.	9:45 CARES Act Airport Grant Agreements, Development Addendum (tentative)	Todd Chatfield
K.	9:50 Coronavirus Local Fiscal Recovery Fund Award	Bethany Raab
L.	9:55 UW Extension Annual Salary Agreements	Kimberly Fry
M.	10:00 Weed & Pest Lease Agreement	Sean Brown
N.	10:05 Wright Inspection Services Agreement	Tony Knievel

PUBLIC HEARING

O.	10:15 Chapter 4 Proposed Rules Regulating Construction	Jed Holder/Sam Proffer

PUBLIC HEARING II

P.	10:30 Chapter 6 Proposed Subdivision Regulations	Clark Melinkovich

REGULAR BUSINESS II

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

Q. 10:35 Board Appointments, Building Code Appeals

R. 10:37 Board Appointments, Children's Developmental Services Board

S. 10:39 Board Appointment, Fire Board

T. 10:41 Board Appointments, Library Board

U. 10:43 Board Appointments, Museum Board

V. 10:45 Board Appointments, Parks & Recreation Board

W. 10:47 Board Appointments, Planning Commission

X. 10:49 Board Appointment, Public Health Board

Y. 10:51 Board Appointment, Public Land Board

Z. 10:53 Board Appointment, Senior Center Board

AA. 10:55 Board Appointment, Regional Water Panel

BB. 11:00 Order Levying Requisite Taxes FY 2021-2022 Susan Saunders

CC. 11:05 Resolution Approving Intervention in Litigation & for Employment of Counsel Carol Seeger

ADJOURN

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

Consent Agenda

MINUTES
Board of Commissioners Public Land Board Meeting, June 10, 2021
Board of Commissioners Directors Workshop, June 14, 2021
Board of Commissioners Budget Hearing, June 14, 2021
Board of Commissioners Regular Meeting, June 15, 2021
Board of Commissioners Executive Session, June 15, 2021
Board of Commissioners Lodging Tax Board Meeting, June 17, 2021

MONTHLY REPORTS
Sheriff's Office, Detention – May 2021

PAYROLL PAYMENTS
June 12, 2021

AGREEMENTS
Contract for Services Agreement between the City of Gillette and Campbell County in the amount of $87,985 to provide the services of the Community Services Supervisor to the Municipal Court from
July 1, 2021 to June 30, 2022.

Contract for Services Agreement between the City of Gillette and Campbell County in the amount of $12,500 to provide drug testing services to aid the Municipal Court from July 1, 2021 to June 30, 2022.

Grant Agreement between the City of Gillette and Campbell County Juvenile & Family Drug Court in the amount of $10,000 to provide intensive and supervised substance abuse treatment from July 1, 2021 to June 30, 2022.

Grant Agreement between the City of Gillette and Campbell County Adult Treatment Court in the amount of $10,500 to provide intensive and supervised substance abuse treatment from July 1, 2021 to June 30, 2022.

Memorandum of Understanding between Campbell County and the City of Gillette regarding Multi Jurisdiction Small Government Enterprise License Agreement with the GIS software provider, Environmental Systems Research Institute, Inc. (ESRI) for a three (3) year term.

CHANGE IN POSITION ALLOCATIONS
Fire Department – Two (2) Captains, One (1) Engineer, One (1) Firefighter

LETTERS
Request letter to obtain the government agency domain CampbellCountyWY.gov

LINE ITEM TRANSFERS FY2020-2021
Museum
Transfer $300 from 721.6517.4 Travel & Transportation to 721.6706.1 Gift Shop Purchases

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Parks & Recreation
Transfer $2,800 from 7705.6760 Lighting Maintenance to 7705.6777 Building Maintenance
Transfer $1,223 from 7710.6023 Full-time Overtime to 7701.6023 Full-time Overtime

MOBILE COMPUTING DEVICE REQUESTS
County Attorney's Office – Sara Tappen, Outlook Email & Calendar

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

POSITION VACANCY JUSTIFICATIONS
CAM-PLEX - Assistant Technical Director
CAM-PLEX - Event Custodian
Children's Developmental Services - Early Childhood Instructor
Commissioners Office - Public Information Officer
Parks & Recreation - Recreation Desk Coordinator
Parks & Recreation - Recreation Desk Supervisor Wright
Parks & Recreation - Golf Course Supervisor
Public Works/Engineering - Engineering Technician
Public Health - Public Health Nurse
Road & Bridge - Equipment Operator (3 Positions)
Road & Bridge - Road & Bridge Superintendent
Treasurers Office - Deputy County Treasurer I

SHUTTLE VAN PURCHASE
Senior Center – Purchase of 2015 Ram Promaster in the amount of $25,000.

SOCIAL MEDIA REQUESTS
Commissioners Office – Bethany Raab, CARE Board Facebook Page
CARE Board Member – Jenna Waldner, CARE Board Facebook Page
Human Resources/Risk Management – Melissia Kershner, Facebook
Human Resources/Risk Management – Susan Goff, Facebook

HAND WARRANTS

WAG Criminal Investigation	$39.00
Campbell County Clerk Tax Account	292,630.32
Campco Federal Credit Union	226.01
Campbell County Treasurer – HSA/FLX	44,493.80
Great West Trust Company	31,434.04
Sheridan County	284.05
Wyoming Child Support	1,688.38
State of Wyoming – Department of Revenue & Taxation	1,276.77
WAG – Division of Criminal Investigation	39.00
HM Life Insurance	167,291.48
Colorado Department of Health Services	35.00

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

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

Office of County Commissioners
June 10, 2021
Gillette, WY

The Campbell County Board of Commissioners met with the Campbell County Public Land Board Thursday, June 10, 2021 at 6:00 PM.

Present were Bob Maul, Del Shelstad, Colleen Faber, Rusty Bell, Commissioners; Carol Seeger, Commissioners Administrative Director and members of the Land Board. Commissioner DG Reardon was present telephonically. Susan F. Saunders, County Clerk and Sean Brown, Deputy County Attorney were absent from the meeting.

The Board discussed the status of the Campbell County Land Board's purchase of the shuttle van as requested in its budget. The City of Gillette did not include the purchase in its proposed budget but has not foreclosed the purchase later in the budget year so the status quo will continue with the Land Board leasing the shuttle van from the Board of Commissioners for a possible purchase later in the budget year as a budget amendment.

Discussion was held on the request by the Land Board to amend its budget request to change the $340,000 request for electrical upgrades in the Boxelder RV Park to the purchase of portable toilets in anticipation of the Camporee event to be held in 2024. The Land Board said its staff had met with local providers who advised they would not be able to meet the demand but will be servicing the purchased toilets. The $340,000 will not be enough money to cover all the needed portable toilets but would be a start. Currently, due to fluctuating prices, the purchase price is unknown but is around $500 per toilet. There still is no plan for storage and Camplex staff will be tasked with devising a plan for storage.

Discussion was held on the upcoming proposed fire ban scheduled to be considered on June 15 and consideration of adoption immediately. It was determined that due to notice issues and not having a proposed resolution presently before the Board that staff be directed to put out a public information message advising of the proposed ban and to encourage citizens to exercise extreme caution immediately.

There being no further business, the meeting was adjourned at 6:50 PM.

Carol Seeger, Commissioners Administrative Director
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
June 14, 2021
Gillette, WY

BUDGET HEARING

Chairman Maul called the Public Hearing on the Campbell County Proposed Budget for the Fiscal Year ending June 30, 2022 to order at 6:00 PM.

Present were Rusty Bell, Bob Maul, DG Reardon, Del Shelstad, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Kendra Anderson, Deputy County Clerk; Grace Davis, Accounting Manager and Carol Seeger, Commissioners Administrative Director.

There were several people from the public in attendance. Opportunity was given for the public to respond and ask questions.

Sheri England and Ryan Anderson, with the YES House, thanked the Commissioners for all the support they have given the YES House over the years.

There were no budget amendments.

There being no further business to come before the Commissioners the Budget Hearing was adjourned at 6:10 PM.

Susan F. Saunders, County Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
June 14, 2021
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, June 14, 2021 at 1:30 PM.

Present were Rusty Bell, Colleen Faber, Bob Maul, DG Reardon, Del Shelstad, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Sean Brown, Deputy County Attorney; Todd Chatfield, Interim Airport Director; Jeff Esposito, CAM-PLEX Director; Matt Olsen, Public Works Director; Robert Henning, Museum Director; Bob Tranas, Children's Developmental Services Director; Brandy Elder, HR Director; Jeff Bender, Fire Chief; Jane Glaser, Public Health Director; Kim Fry, Extension Director; Liz Edwards, Fair Coordinator; Kevin Geis, Road and Bridge Director and Dwayne Dillinger, Parks and Recreation Director.

Discussion was held on position vacancy justifications for CAM-PLEX, Children's Developmental Services, Parks and Recreation and Public Works.

Discussion was held on a request for a change of a 1% purchase to purchase wireless receivers for Parks and Recreation scoreboards.

Chief Bender discussed fire restrictions, the Parks and Recreation Fourth of July fireworks display and WYDOT highway fire restriction signs.

Bob Tranas discussed the Children's Developmental Services' 5013C Foundation and use of it and the replacement of Carol Curtis.

Brandy Elder discussed the required attendance of the upcoming benefits meeting.

Discussion was held on Special District budgets and the tax calculator on the County's website.

Carol Seeger discussed the budget message, Board of Equalization, upcoming calendar events and the Senior Center budget changes.

Commissioner Bell moved to approve the hand warrant payable to Meghan Casey in the amount of $2,400 for a performance at the Campbell County Public Library to be held on June 30th and July 1st. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

A workshop was held with Dru (Bower) Palmer.

There being no further business to come before the Board the meeting was adjourned at 4:05 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
June 15, 2021
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, June15, 2021. Chairman Maul called the meeting to order at 9:00 AM. Pastor Judith England led in prayer and Chairman Maul led the Pledge of Allegiance.

Present were Rusty Bell, DG Reardon, Bob Maul, Del Shelstad, Colleen Faber, Commissioners, Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Mitch Damsky, County Attorney and Sean Brown, Deputy County Attorney.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Directors Workshop, June 1, 2021
Board of Commissioners Executive Session, June 2, 2021
Board of Commissioners Regular Meeting, June 2, 2021

MONTHLY REPORTS:

Clerk of District Court – May 2021
County Clerk – May 2021
Sheriff's Office – May 2021
Treasurer's Office – May 2021

PAYROLL PAYMENTS:

May 29, 2021
May 31, 2021

CAPITAL REQUEST:

Parks and Recreation – To purchase two (2) Daktronics MX-1 Kit Plus Receivers to control scoreboards wireless, in the amount of $3,430.

LINE ITEM TRANSFERS:

Airport - Transfer $16,000.00 from 751.6023 Full Time Over Time to 751.6022 Full Time

Extension - Transfer $180.00 from 101.6281 Automobile to 101.6762 Office Furniture & Equipment; transfer $55.33 from 101.6517.2 Staff Development to 101.6762 Office Furniture & Equipment; transfer $180.00 from 101.6517.4 Travel & Transportation to 101.6762 Office Furniture Equipment; transfer $250.00 from 101.6517.5 Meals & Lodging to 101.6531 General Supplies; transfer $459.00 from 101.6762.3 Repairs & Maintenance Vehicle to 101.6092 Advertising; transfer $31.00 from 101.6762.3 Repairs & Maintenance Vehicle to 102.6349 University of WY; transfer $317.96 from 102.6281 Automobile to 102.7342 Program Support; transfer $250.00 from 102.6282 Airplane/Train & Bus to 103.6517.4 Travel & Transportation; transfer $398.83 from 102.6283 Meals & Lodging to 102.7342 Program Support; transfer $85.50 from 102.6281 Automobile to 103.6517.4 Travel & Transportation; transfer $95.50 from 102.6283 Meals & Lodging to 102.7342 Program Support; transfer $329.50 from 102.6517.3 Conference & Seminar to 102.7342 Program Support; transfer $120.00 from 103.6281 Automobile to 103.6517.3 Conference/Seminar Work; transfer $110.00 from 103.6281 Automobile to 103.6517.4 Travel/Transportation; transfer $120.00 from

103.6281 Automobile to 103.6517.5 Meals & Lodging; transfer $16.73 from 103.6283 Meals & Lodging to 103.6517.5 Meals & Lodging; transfer $227.00 from 104.6281 Automobile to 104.7488 Program Support; transfer $339.60 from 104.6282 Airplane, Train, Bus to 104.7488 Program Support; transfer $188.00 from 104.6517.3 Conference/Seminar Work to 104.7488 Program Support; transfer $835.64 from 104.6517.5 Meals and Lodging to 104.7488 Program Support; transfer $500.00 from 105.6281 Automobile to 105.7488 Program Support; transfer $100.00 from 105.6283 Meals & Lodging to 105.7488 Program Support; transfer $500.00 from 105.6517.5 Meals & Lodging to 105.7488 Program Support

Parks & Recreation - Transfer $5,700.00 from 7703.6024 Part-Time Regular to 7703.6024.314 Receptionist; transfer $100.00 from 7704.6687 Landscaping Sup. to 7704.6777 Building Maintenance; transfer $200.00 from 7704.6687 Landscaping Sup. to 7704.6755 Painting Supplies

Public Works - Transfer $10,000.00 from 481.6111 Electric Water Sewer to 481.6767 General Equipment; transfer $4,000.00 from 481.6111 Electric Water Sewer to 875.7238 Capital Misc Equipment; transfer $17,000.00 from 020.7277.19 Landfill Environmental Compliance to 020.7271.37 Video Surveillance, Sheriff's Office

POSTION VACANCY JUSTIFICATIONS:

CAM-PLEX – Event Custodian
Children's Developmental Services – Instructional Assistant
Parks & Recreation – Golf Course Superintendent
Public Works/Facilities Maintenance – Custodian I

SOCIAL MEDIA REQUESTS:

Airport – Airport Operations Technician II, Ronald Smith

HAND WARRANTS:

Campbell County Clerk Tax Account	$20,430.00
Campbell County Treasurer – HSA/FLX	2,561.83
Campco Federal Credit Union	950.00
Great West Trust Company	4,595.00
HM Life Insurance	167,701.93
CCEHBTA – Health	73,881.07
CCEHBTA – Dental	41,443.40
Delta Dental Plan of Wyoming	1,831.60
Vision Service Plan	8,157.45
Reliance Standard Life Insurance	19,519.06
Campbell County Clerk Tax Account	289,433.12
Campco Federal Credit Union	226.01
Campbell County Treasurer – HSA/FLX	45,459.20
Great West Trust Company	32,907.50
Sheridan County Circuit Court	284.04
Wyoming Child Support	1,688.38
WAG – Criminal Investigation	78.00
First National Bank Visa	476.18
U.S. Postmaster	122.00

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

There was no public comment given.

Commissioner Bell moved to approve Resolution Number 2083 rescinding Resolution Number 2075 and that the sale and use of fireworks in Campbell County is strictly prohibited except for the public display to be conducted by the Campbell County Department of Parks & Recreation in celebration of the 4th of July for 2021, as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Open Burning Restriction, Resolution Number 2084 effective immediately, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved approve the CARES Developmental Addendum application to move $300,000 from the CARES Act Airport Grant for the construction of the General Aviation Terminal Building, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the agreement between the Wyoming Department of Health, Public Health Division, Campbell County WIC Program and Campbell County to provide program benefits of the United States Department of Agriculture Food (USDA) Food and Nutrition Services (FNS) Special Supplemental Nutrition Program in the amount of $333,930 for the period July 1, 2021 to December 31, 2022, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the agreement between the Wyoming Department of Health, Behavioral Health Division and Board of Campbell County Commissioners for the Campbell County Juvenile and Family Drug Court to provide Court Supervised Treatment (CST) program services in the amount of $98,557.60 with a local match of $76,493.70 for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the FY2021 Transportation Alternatives Program (TAP) Subrecipient Agreement between the Wyoming Department of Transportation and Campbell County for the Museum Pedestrian Activated Crosswalk System Project in the amount of $185,800 with a local match of $37,160 for the period of January 1, 2021 to September 30, 2024, as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to award the Southern Campbell County Arterial Road Construction Project to Melgaard Construction in the amount of $1,424,189.50 and authorize the execution of all documents to complete the project, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Order Approving the Petition for Formation of the Piper Acres Improvement and Service District and Providing for Notice of Election Date, to be held on September 28, 2021, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the contract between the Wyoming Department of Health, Behavioral Health Division and Campbell County Children's Developmental Services to provide early intervention to children ages three through five years with disabilities in the amount of $1,991,408.40 for the period July 1, 2021 to June 30, 2022 , as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the contract between the Wyoming Department of Health, Behavioral Health Division and Campbell County Children's Developmental Services to provide early intervention to children ages birth through two years and their families in the amount of $674,493.96 for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve Resolution Number 2085 giving consent to the Board of Trustees of the Campbell County Hospital District to enter into a contract with the University of Colorado Health (UC Health), as presented. Commissioner Reardon seconded the motion. Chairman Maul-Nay, Commissioner Shelstad-Nay, Commissioner Faber-Nay, Commissioner Reardon -Aye, Commissioner Bell – Aye. Failed.

A public hearing, scheduled for 10:20 AM, was held at 10:25 AM for the purpose of hearing comments on the Fiscal Year 2020-2021 budget amendments.

Commissioner Faber moved to approve the amendments to the budget for Fiscal Year 2020-2021, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve Resolution Number 2086 for the adoption of the Fiscal Year 2021-2022 County Budget, pursuant to Wyoming Statute 16-4-111(a), as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Resolution No. 2086

ADOPTION OF COUNTY BUDGET FOR FISCAL YEAR 2021-2022

WHEREAS, a summary of the proposed budget for Fiscal Year 2021-2022 was entered into the minutes of the Board of County Commissioners on June 2, 2021 and was published in the Gillette News Record on June 5, 2021 pursuant to W.S. 16-4-109(a); and

WHEREAS, the Board of County Commissioners held a public hearing on the proposed budget on June 14, 2021 commencing at 6:00 p.m.; and

WHEREAS, it appears all requirements have been met for adoption of the fiscal year budget and the Fiscal Year 2021-2021 is in order for adoption.

NOW, THEREFORE, BE IT RESOLVED that pursuant to W.S. 16-4-111(a), the Fiscal Year 2021-22 budget for Campbell County is adopted and the following appropriations are made:

Elected Offices

County Assessor	$ 1,258,531
County Attorney	$ 2,820,146
County Clerk	$ 2,940,567
County Clerk of District Court	$ 1,563,211
County Commissioners	$ 6,885,051
County Coroner	$ 265,306
County Sheriff	$18,005,639
County Treasurer	$ 1,355,786
Departments & Appointed Boards	
Airport Board	$ 1,519,466
Children's Developmental Services	$ 5,801,322
Cooperative Extension Service	$ 402,537
Emergency Management	$ 189,626
Fair Board	$ 570,051
Fleet	$ 114,756
Human Resources	$ 2,885,042
Information Technology	$ 2,581,358
Juvenile Probation	$ 1,234,444
Law Library	$ 3,000
Library Board	$ 3,630,767
Museum Board	$ 529,332
Parks & Recreation Board	$ 5,748,235
Public Health Board	$ 2,838,081
Public Works	$ 3,259,099
Road & Bridge	$ 5,951,898
Joint Powers Boards	
Fire Board (including 1% & Construction)	$ 3,992,350
Public Land Board (CAM-PLEX)	$ 2,834,320
General	
Capital Construction	$ 4,581,800
Capital Outlay	$ 1,383,648
E-911 Equipment Fund	$ 419,500
Optional Sales Tax (1%)	$ 8,007,671
Grants	$ 9,823,755
Payment in Lieu of Taxes (PILT)	$ 1,802,000
Vehicle Replacement Fund	$ 1,116,496
Campus Maintenance	$ 50,000
Recreation Center Maintenance Reserve	$ 0
County Building Maintenance	$ 3,391,574
Technical Education Center Maintenance Reserve	$ 50,000
Gaming Funds	$ 0
TOTAL BUDGET	$109,806,365

Severability: If any provision of this resolution is held or deemed inoperative or unenforceable,

the same shall not affect any other provision or directive which can be independently construed.

ADOPTED this 15th[th] day of June 2021.

BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

Commissioner Reardon moved to Board adopt the Fiscal Year 2021-2022 Budget Message, pursuant to Wyoming Statute 16-4-101(d), as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Fiscal Year 2021-2022 Budget Message

For Fiscal Year 2021-2022, Campbell County's assessed valuation is projected to decrease by nearly $1 billion dollars from $4,242,015,313 in Fiscal Year 2020-2021 to a projected $3,387,000,000 for Fiscal Year 2021-2022. In addition, other revenue sources such as sales tax have seen a decrease and is projected to continue to decrease. Accordingly, the Board of Campbell County Commissioners advised all county departments and external agencies that request funding from Campbell County that a reduction in spending would be required. Departments were asked to develop proposed budgets at FY2017-2018 levels at which time the assessed valuation was approximately $4.2 billion, and the final approved budget was $98,709,174.

The Board is pleased with the proposed budgets submitted by county departments. Each department took it upon themselves to take a hard look at operating, capital, and construction requests. Because of this effort, the Board was able to for the most part accept the proposed requests submitted.

The Fiscal Year 2021-2022 budget focuses on county operations and services to continue at the same level of services, however, to reduce costs. A comparison of funding levels for department operations shows a reduction in operating expenses almost across the board, however, we are pleased to say that no services have been cut in the Fiscal Year 2021-2022 budget. Efforts at reducing capital outlay by delayed replacement of capital items such as computer and computer associated items resulted in a reduction of approximately 18% in capital outlay costs from last fiscal year. Capital construction focused on addressing only those items determined to be absolutely necessary from a maintenance perspective such as remedial work on the parking garage, landfill and roof replacements to county facilities and those items for which grant funding has been secured such as a crosswalk across Highway 14-16 to facilitate safe access to the Rockpile Museum and the construction of a new General Aviation facility. Overall, construction costs were reduced by over $1 million dollars.

This past fiscal year, updates were made to the county asset management, purchasing and grants management policies which were driven by the county's continued transition to a new Enterprise Resource Planning (ERP) software program but did not affect the budget or budget process.

The Fiscal Year 2021-2022 proposed budget is $109,806,365 at an assessed valuation of $3,387,000 which is a decrease from Fiscal Year 2020-2021's budget of $114,576,043 with a final assessed valuation of $4,242,015,313 and a projected mill levy of 11.253 from 11.276. The final assessed valuation for FY2021-2022 is not yet determined so the exact mill levy is not yet determined, however, will be established no later than the first of August via the order levying taxes.

June 15, 2021
Board of Campbell County Commissioners

Commissioner Bell moved to convene into executive session to discuss potential litigation. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

The Board convened into the Board of Equalization at 11:15 AM.

Discussion was held on dismissing the appeal of Patterson – UTI Drilling CO., LLC due to the untimeliness of the appeal. It was the consensus of the Board to dismiss the appeal of Patterson – UTI Drilling CO., LLC.

The Board adjourned the Board of Equalization and reconvened into their regular meeting at 11:50 AM.

There being no further business to come before the Commissioners the meeting was adjourned at 11:50 AM. The next regular meeting of the Commissioners will be held Wednesday, July 7, 2021, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Bob Maul, 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
June 17, 2021
Gillette, WY

The Campbell County Board of Commissioners met with the Lodging Tax Board, Thursday, June 17, 2021 at 3:00 PM.

Present were Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Sean Brown, Deputy County Attorney; Carol Seeger, Commissioners Administrative Director and members of the Lodging Tax Board. Commissioners Colleen Faber and DG Reardon were present telephonically. Commissioners Rusty Bell and Del Shelstad were absent from the meeting.

An update was provided on Fiscal Year 2020 revenue numbers and planning for the upcoming Camporee event.

No action was taken by the Commissioners and they left the meeting at 3:10 PM.

Susan F. Saunders, Clerk
Board of Commissioners

Bob Maul, Chairman
Board of Commissioners

SHERIFF'S DEPT--DETENTION
MONTHLY STATEMENT
MAY 2021

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

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 ***May 2021*** 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

City of Gillette Housing	$6,475.00
Restitution	$53.74
Blood Draw	$300.00
Split Sentence	$21,120.00
Split Sentence Medical	$310.00
10 Day Housing	$1,755.00
Juvenile Housing	$4,575.00
TOTAL	**$34,588.74**

****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: 6-8-2021

Scott D. Matheny
Campbell County Sheriff

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

June 12, 2021

_____, _____

_____, _____

We do hereby approve the County Payroll as presented this 7th day of July, 2021

_____
Member

_____
Member

_____
Member

_____
Member

_____
Chairman

Campbell County
wyoming

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

Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: City of Gillette- Juvenile and Family Drug Court Community Services Supervisor

DATE: 06/29/2021

Attached you will find a Grant Agreement between the City of Gillette and the Juvenile and Family Drug Courts. The award amount is $87,985.00 and these funds will be used to provide the services of the Community Services Supervisor to the Municipal Court of the City of Gillettte.

This item is being placed on the Consent Agenda for approval and signature.

Thank you!

CITY OF GILLETTE
Finance Division
201 E. 5th Street • Gillette, Wyoming 82716
Phone 307.686.5208
www.gillettewy.gov

CONTRACT FOR SERVICES

Community Service Supervisor

Between

THE CITY OF GILLETTE

And

CAMPBELL COUNTY

1. Parties. The parties to this Contract are The City of Gillette (hereinafter "the City"), whose address is 201 East 5th Street, Gillette, Wyoming 82716 and Campbell County (hereinafter "the Contractor"), whose address is 500 South Gillette Avenue, Gillette, Wyoming, 82716.

2. Purpose. The purpose of this contract is to provide the services of the Community Service Supervisor to the Municipal Court of the City of Gillette, to provide supplies to aid in the furtherance of these services, and to provide workers' compensation insurance for all juveniles sentenced to perform community service hours by the Municipal Court and supervised by the Community Service Supervisor or those diverted from the Municipal Court and performing community service through the Juvenile Diversion Program.

3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from July 1, 2021 through June 30, 2022. All services shall be completed during this term. This Contract may be renewed by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal by either party, and any renewal will be determined at the discretion of the parties.

4. Payment. The City agrees to pay Contractor the total sum of up to (not to exceed) eighty-seven thousand, nine hundred and eighty-five dollars and zero cents ($87,985.00) for the services described herein, upon receiving quarterly invoices.

   Payment will be made within thirty (30) days of receipt of an invoice conforming with the City's procurement requirements. The total payment under the Contract will not exceed $87,985.00.

5. Responsibilities of the Contractor. Contractor will provide the services of the Community Service Supervisor to the Municipal Court of the City of Gillette whose duties include, but are not limited to, the following:

A. Attend weekly Municipal Court sessions to obtain referrals from the Municipal Court Judges(s) of those juveniles ordered to perform community service hours;

B. Meet with the juvenile and/or parents(s) for the purpose of explaining the role of community service assignments, collecting information, assuring compliance, and assigning tasks;

C. Assign juveniles to a community service worksite, either on an individual basis, or as part of a workgroup of juvenile diversioners, based on the recommendations of the referring source and the numbers of hours to be performed;

D. Develop work projects for those youth who cannot be placed at traditionally utilized sites;

E. Assure that the populations of juvenile probationers and juvenile diversioners are not mixed at any locations, including the Community Service Supervisor's office, a worksite, or on a work crew;

F. Supervise performance of community service assignments by either accompanying workgroups to their work sites, maintaining close contact with an individual worksite supervisor and/or performing spot checks at the individual worksites;

G. Have at least weekly face-to-face contact with juvenile, collecting their time sheet, and obtaining the input of the worksite supervisor regarding their punctuality, work ethic, and attitude;

H. Track completion of hours worked utilizing the County's database collection system, and report compliance or non-compliance to the referring source, appearing in Court for revocation proceedings, as necessary;

I. Prepare monthly reports summarizing the hours worked by all juveniles in the format required by the referring source;

J. Maintain regular contact, both by telephone and in person, with existing community service worksite supervisors and develop additional worksites within the community;

K. Interface with representatives of various agencies for the purpose of gathering and disseminating information regarding the juvenile;

L. Attend monthly meetings of the Juvenile Services Partnership, or other civic organizations, to remain abreast of the County's community services needs and to develop additional worksites;

M. Maintain TEG Tobacco Cessation Education Certification and facilitate tobacco cessation education in the Community Service program.

Contract will additionally provide worker's compensation insurance coverage for those youth referred from Municipal Court for community service hours and those youth diverted from Municipal Court in the Juvenile Diversion Program who perform community service hours.

6. Responsibilities of the City. The City will provide all information regarding the referred individuals(s) that is reasonably necessary for the performance of services under this agreement. The City will pay for services under this Contract pursuant to paragraph four (4) herein.

7. General Provisions.

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

B. **American with Disabilities Act.** Neither party shall discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act., P.L. 101-336, 42. U.S.C. 12010, *et seq.*, and any properly promulgated rules and regulations related thereto.

C. **Applicable Law / Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.

D. **Assignment / Contract Not Used As Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party.

E. **Audit / Access to Records.** The parties shall have access to any documents, papers, and records which are pertinent to fulfilling the terms of this Contract.

F. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless appropriate written authorizations are executed for its release.

G. **Entirety of Contract.** This Contract, consisting of five (5) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

H. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract; if such failure to perform arises out of causes beyond the control and

without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

I. **Contract for Services.** The Contractor shall provide contractual services under this Contract, and neither the Contractor, nor the Community Service Supervisor, nor any agent of the Contractor shall be considered an employee of the City of Gillette for any purpose.

J. **Notices.** All notices arising out of, or from, the provisions of the Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

K. **Ownership of Documents / Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times property of the Contractor.

L. **Equipment and Supplies.** The Contractor shall provide all necessary supplies to the Community Service Supervisor and shall not invoice the City for any additional amounts beyond that set forth herein.

M. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice.

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

DATED this 22nd day of June, 2021

CITY OF GILLETTE, WYOMING:

Louise Carter-King, Mayor

ATTEST:

Cindy Staskiewicz, City Clerk

CAMPBELL COUNTY:

BY: _____
Campbell County Commissioners, Chairman

Campbell County
wyoming

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

Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: City of Gillette- Juvenile and Family Drug Court Drug Testing Services Contract

DATE: 06/29/2021

Attached you will find a Grant Agreement between the City of Gillette and the Juvenile and Family Drug Courts. The award amount is $12,500 and these funds will be used to provide drug testing services to aid in the furtherance of the services of the Municipal Court Probation Officers for the City of Gillette.

This item is being placed on the Consent Agenda for approval and signature.

Thank you!

CITY OF GILLETTE
Finance Division
201 E. 5th Street • Gillette, Wyoming 82716
Phone 307.686.5208
www.gillettewy.gov

CONTRACT FOR SERVICES

Drug Testing Services for Municipal Court

Between

THE CITY OF GILLETTE

And

CAMPBELL COUNTY

1. Parties. The parties to this Contract are The City of Gillette (hereinafter "the City"), whose address is 201 East 5th Street, Gillette, Wyoming 82716 and Campbell County (hereinafter "the Contractor"), whose address is 500 South Gillette Avenue, Gillette, Wyoming, 82716.

2. Purpose. The purpose of this contract is to provide drug testing services (i.e. supplies and analysis) to aid in the furtherance of the services of the Municipal Court Probation Officers for the City of Gillette.

3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from July 1, 2021 through June 30, 2022. All services shall be completed during this term. This Contract may be renewed by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal by either party, and any renewal will be determined at the discretion of the parties.

4. Payment. The City agrees to pay Contractor the total sum of up to (not to exceed) twelve thousand, five hundred dollars and zero cents ($12,500.00) for the services described herein, upon receiving quarterly invoices.

   Payment will be made within thirty (30) days of receipt of an invoice conforming with the City's procurement requirements upon execution of this contract. The total payment under the Contract will not exceed $12,500.00.

5. Responsibilities of the Contractor. Contractor will provide urinalysis testing supplies, testing, and confirmation to be utilized by the Municipal Court Probation Officers for the City of Gillette.

6. Responsibilities of the City. The City will provide all information regarding the referred individuals(s) that is reasonably necessary for the performance of services under this

agreement. The City will pay for services under this Contract pursuant to paragraph four (4) herein.

7. General Provisions.

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

B. **American with Disabilities Act.** Neither party shall discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act., P.L. 101-336, 42. U.S.C. 12010, *et seq*., and any properly promulgated rules and regulations related thereto.

C. **Applicable Law / Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.

D. **Assignment / Contract Not Used As Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party.

E. **Audit / Access to Records.** The parties shall have access to any documents, papers, and records which are pertinent to fulfilling the terms of this Contract.

F. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless appropriate written authorizations are executed for its release.

G. **Entirety of Contract.** This Contract, consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

perform is beyond the control and without the fault or negligence of the nonperforming party.

I. **Contract for Services.** The Contractor shall provide contractual services under this Contract, and neither the Contractor nor any agent of the Contractor shall be considered an employee of the City of Gillette for any purpose.

J. **Notices.** All notices arising out of, or from, the provisions of the Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

K. **Ownership of Documents / Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times property of the Contractor.

L. **Equipment and Supplies.** The Contractor shall provide all necessary supplies for the Municipal Court Probation Officers to conduct urinalysis testing and shall not invoice the City for any additional amounts beyond that set forth herein.

M. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice.

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

DATED this 22nd day of June, 2021

CITY OF GILLETTE, WYOMING:

Louise Carter-King, Mayor

ATTEST:

Cindy Staskiewicz, City Clerk

CAMPBELL COUNTY:

BY: _____
Campbell County Commissioners, Chairman

Campbell County
wyoming

OFFICE
500 South Gillette Avenue
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Gillette, Wyoming 82716
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(307) 687-6325 FAX
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Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: City of Gillette- Juvenile and Family Drug Court Contract

DATE: 06/29/2021

Attached you will find a Grant Agreement between the City of Gillette and the Juvenile and Family Drug Courts. The award amount is $10,000 and these funds will be used to provide intensive and supervised substance abuse treatment to the citizens of Gillette and Campbell County. These funds will be paid to the Adult Treatment Courts in one installment in July of 2021.

This item is being placed on the Consent Agenda for approval and signature.

Thank you!

CITY OF GILLETTE
Finance Division
201 E. 5th Street • Gillette, Wyoming 82716
Phone 307.686.5208
www.gillettewy.gov

GRANT AGREEMENT

1. Parties: This agreement is made between the City of Gillette, Gillette, Wyoming, hereinafter called the "City" and **Juvenile & Family Drug Court**, hereinafter called "AGENCY".

2. Purpose: The CITY finds that it is in the public interest to provide financial support to the AGENCY, to enable that organization to provide intensive and supervised substance abuse treatment to the citizens of Gillette & Campbell County.

3. Provision of Services: The AGENCY, a governmental organization, engaged in providing the services described in their 2021-2022 Funding Request, agrees to provide those services to the people of Gillette and Campbell County, during the following period: City of Gillette Fiscal Year 2021-2022.

4. Payment: In consideration of the agreement of the AGENCY to provide the services described herein, for the period described herein, the CITY agrees to provide funding in the amount up to **$10,000**. Payment shall be made in one installment of $10,000 in July of 2021, upon execution of the grant agreement.

5. Effective Date/Termination: This agreement shall be effective as of the 1st day of July 2021, and shall continue through the 30th day of June 2022, at which time the contract shall terminate. The agreement may be terminated during the specified contract period by either party upon thirty (30) days written notice. In the event of such termination, the AGENCY shall only receive payment for services rendered and may, as a result of termination, be required to reimburse the CITY.

6. Program Reports: Upon request the AGENCY agrees that it will prepare and submit a written report to the CITY which outlines the activities undertaken and the people or organizations served in accordance with the requirements of the contract, and will be submitted to the attention of the City Finance Director.

7. Financial Accounting: The AGENCY agrees to furnish one of the following, as determined by the CITY: an audit review, audit compilation, or tax return for the year preceding the contract year. In addition, the AGENCY agrees that the books and accounts of the organization shall be open and available for inspection by officers or designated agents of the

City upon reasonable notice and during normal business hours for the purpose of examining the same to assure compliance with the obligations of this agreement and applicable statutes and regulations.

DATED this 22nd day of June, 2021

CITY OF GILLETTE, WYOMING:

Louise Carter-King
Mayor

ATTEST:

Cindy Staskiewicz
City Clerk

CAMPBELL COUNTY JUVENILE & FAMILY DRUG COURT:

BY: _____
Campbell County Commissioners
Chairman

Campbell County
wyoming

OFFICE
500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
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Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: City of Gillette- Adult Treatment Court Contract

DATE: 06/29/2021

Attached you will find a Grant Agreement between the City of Gillette and the Adult Treatment Courts. The award amount is $10,500 and these funds will be used to provide intensive and supervised substance abuse treatment to the citizens of Gillette and Campbell County. These funds will be paid to the Adult Treatment Courts in one installment in July of 2021.

This item is being placed on the Consent Agenda for approval and signature.

Thank you!

CITY OF GILLETTE
Finance Division
201 E. 5th Street • Gillette, Wyoming 82716
Phone 307.686.5208
www.gillettewy.gov

GRANT AGREEMENT

1. Parties: This agreement is made between the City of Gillette, Gillette, Wyoming, hereinafter called the "City" and **Campbell County Adult Treatment Court**, hereinafter called "AGENCY".

2. Purpose: The CITY finds that it is in the public interest to provide financial support to the AGENCY, to enable that organization to provide intensive and supervised substance abuse treatment to the citizens of Gillette & Campbell County.

3. Provision of Services: The AGENCY, a governmental organization, engaged in providing the services described in their 2021-2022 Funding Request, agrees to provide those services to the people of Gillette and Campbell County, during the following period of time: City of Gillette Fiscal Year 2021-2022.

4. Payment: In consideration of the agreement of the AGENCY to provide the services described herein, for the period described herein, the CITY agrees to provide funding in the amount up to **$10,500**. Payment shall be made in one installment of $10,500 in July of 2021, upon execution of the grant agreement.

5. Effective Date/Termination: This agreement shall be effective as of the 1st day of July 2021, and shall continue through the 30th day of June 2022, at which time the contract shall terminate. The agreement may be terminated during the specified contract period by either party upon thirty (30) days written notice. In the event of such termination, the AGENCY shall only receive payment for services rendered and may, as a result of termination, be required to reimburse the CITY.

6. Program Reports: Upon request the AGENCY agrees that it will prepare and submit a written report to the CITY which outlines the activities undertaken and the people or organizations served in accordance with the requirements of the contract, and will be submitted to the attention of the City Finance Director.

7. Financial Accounting: The AGENCY agrees to furnish one of the following, as determined by the CITY: an audit review, audit compilation, or tax return for the year preceding the contract year. In addition, the AGENCY agrees that the books and accounts of the

organization shall be open and available for inspection by officers or designated agents of the City upon reasonable notice and during normal business hours for the purpose of examining the same to assure compliance with the obligations of this agreement and applicable statutes and regulations.

DATED this 22nd day of June, 2021

CITY OF GILLETTE, WYOMING:

Louise Carter-King
Mayor

ATTEST:

Cindy Staskiewicz
City Clerk

CAMPBELL COUNTY ADULT DRUG COURT:

BY: _____
Campbell County Commissioners
Chairman

MEMORANDUM OF UNDERSTANDING BETWEEN CAMPBELL COUNTY, WYOMING AND THE CITY OF GILLETTE REGARDING MULTI JURISDICTION SMALL GOVERNMENT ENTERPRISE LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between Campbell County, Wyoming, 500 S. Gillette Ave., Ste. 1100, Gillette, Wyoming 82716 (COUNTY); and the City of Gillette, P.O. Box 3003, Gillette, Wyoming 82717 (CITY). The COUNTY and CITY may be referred to hereinafter collectively as the PARTIES.

I. PURPOSE

This Memorandum of Understanding (MOU) outlines the terms of the agreement between the Parties with respect to the funding of the Multi-Jurisdictional Small Government Enterprise License Agreement (ELA) with the GIS software provider, Environmental Systems Research Institute, Inc. (ESRI). The ELA will provide to the Parties a shared license agreement for software implementation and support for a total annual cost of $75,000.00 per year for a three-year (3 year) contract. As the authorizing entity, COUNTY will act as the single point of contact for the administration of the license contract. CITY, as a participating entity, will be responsible for payment of their proportionate share to the COUNTY of the license cost each year.

II. COST-SHARING AGREEMENT

The share of the cost of the ELA will be borne equally between the Parties. Billing will be set at a prorated amount of 50.0% of the total amount for the COUNTY, and 50.0% of the total amount for the CITY.

By way of illustration, for each year of the term of the ELA, COUNTY will pay $37,5000 (50.0% x $75,000.00), and CITY will pay $37,500 (50.00% x $75,000.00).

The City shall make payment upon submission of invoice pursuant to WYO. STAT. § 16-6-602.

III. TERM AND CONDITIONS

CITY acknowledges that COUNTY has entered into the ELA referenced above as the contracting entity with ESRI, a copy of which is attached hereto and by this reference, incorporated herein as Attachment A. CITY shall sign and execute an Authorized Entity Acknowledgement Statement which evidences CITY's agreement to be bound by the terms of the attached ELA for the three (3) year term. In the event ESRI terminates the ELA under Section 3.6 of the ELA, the defaulting party shall continue to be obligated to pay its proportionate share under this MOU.

IV. GENERAL PROVISIONS

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 Sixth Judicial District, Campbell County, Wyoming.

Each payment obligation of the parties is conditioned upon the availability of government funds that 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 Environmental Systems Research Institute, Inc., the MOU may be terminated by the respective party at the end of the period for which the funds are available. The relevant 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 the party terminating under this provision in the event this provision is exercised, and the terminating party 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 either party to terminate this MOU to acquire similar services from another party.

This MOU, consisting of three (3) pages, and Attachment A, consisting of nine (9) pages, represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

Neither party waives governmental immunity by entering into this MOU and each party specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 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 MOU 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.

CITY OF GILLETTE

Louise Carter King, Mayor

Dated: 6/15/2021

Attest:

Cindy Staskiewicz, City Clerk

COUNTY OF CAMPBELL

_____

Robert Maul, Chairman

Dated:_____

Attest:

_____

Susan Saunders, County Clerk

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # 00291024.0

REGIONAL GOVERNMENT ENTERPRISE AGREEMENT (RG1)

This Agreement is by and between County of Campbell (**"Managing Customer"**) and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Managing Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Tracker for ArcGIS Enterprise
50 ArcGIS Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**1**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement	

*Additional sets of backup media may be purchased for a fee

Managing Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (**"Ordering Document"**). **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties (**"Effective Date"**).

This Agreement authorizes the entities listed in Attachment 1 (each an **"Authorized Entity"**) to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years effective 8/28/2021 to 8/27/2024

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

County of Campbell
(Managing Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

MANAGING CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Customer" means Managing Customer and Authorized Entity.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Managing Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference

registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

3.6 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

3.7 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Managing Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Managing Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions

as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Managing Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within forty-five (45) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Managing Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Managing Customer interest at a monthly rate equal to the lesser of one percent

(1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Managing Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as **"Ownership Change"**). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will uninstall, remove, and destroy or transfer the Products to Customer.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ATTACHMENT 1
AUTHORIZED ENTITY LIST

1. Authorized Entity Name: City of Gillette
   Contact Name: Anthony Reyes
   Address: 201 E 5th St
   Gillette, WY 82716
   Phone: 307-686-5290
   E-mail: anthonyr@gillettewy.gov

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

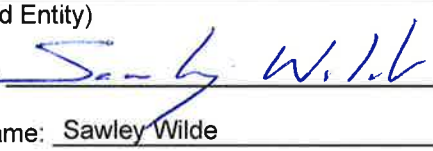
Environmental Systems Research Institute, Inc. (**"Esri"**) and County of Campbell (**"Managing Customer"**), have entered into an Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

City of Gillette
(Authorized Entity)

Signature: 

Printed Name: Sawley Wilde

Title: Interim City Administrator

Date: 06/15/2021

Request for Change in Position Allocation

Classification Title of position to be added: 2 Captains Grade ___FD3_____

Department Requesting Change in Allocation:

__CCFD – These positions are for station 3 and were budgeted in the FY2021-2022 Budget. This budget has now been officially approved.

Department Head Signature: _____ Date: 6-30-21

Submit this document to Human Resources/Risk Management Director for review. HR Director will forward to Budget Officer for review. Budget Officer will forward to the Commissioners' for approval. Please attach a list of actual job tasks to be performed and estimate the effect on the budget by Fiscal Year include source of funding.

Human Resources Review Date: 6-30-21

Request is: ___X___ Forwarded _____ Returned

Reason for action: Agreed

Human Resources Signature: _____

Budget Officer Review Date: 6-30-21

Request is: _____ Forwarded _____ Returned

Reason for action: Agreed – New budgeted positions

Budget Officer Signature: _____

County Commissioners Review Date: _____-_____-_____

Request is: _____ Approved _____ Denied

Chairperson Signature: _____ Date: _____

Distribution of Finalized Form: Original-HR; Copy-Classification File; Copy-Department Head

Request for Change in Position Allocation

Classification Title of position to be added: 1 Engineer Grade ___FD2_____

Department Requesting Change in Allocation:

__CCFD – This position is for station 3 and was budgeted in the FY2021-2022 Budget. This budget has now been officially approved.

Department Head Signature: _____ Date: 6-30-21

Submit this document to Human Resources/Risk Management Director for review. HR Director will forward to Budget Officer for review. Budget Officer will forward to the Commissioners' for approval. Please attach a list of actual job tasks to be performed and estimate the effect on the budget by Fiscal Year include source of funding.

Human Resources Review Date: 6-30-21

Request is: N Forwarded _____ Returned

Reason for action: Agreed

Human Resources Signature: _____

Budget Officer Review Date: 6-30-21

Request is: _____ Forwarded _____ Returned

Reason for action: Agreed - new budgeted position

Budget Officer Signature: Susan Saunders

County Commissioners Review Date: _____-_____-_____

Request is: _____ Approved _____ Denied

Chairperson Signature: _____ Date: _____

Distribution of Finalized Form: Original-HR: Copy-Classification File: Copy-Department Head

Request for Change in Position Allocation

Classification Title of position to be added: 1 Firefighter Grade ___FD1_____

Department Requesting Change in Allocation:

__CCFD – This position is for station 3 and was budgeted in the FY2021-2022 Budget. This budget has now been officially approved.

Department Head Signature: _____ Date: 6-30-21

Submit this document to Human Resources/Risk Management Director for review. HR Director will forward to Budget Officer for review. Budget Officer will forward to the Commissioners' for approval. Please attach a list of actual job tasks to be performed and estimate the effect on the budget by Fiscal Year include source of funding.

Human Resources Review Date: 6-30-21

Request is: D Forwarded _____ Returned

Reason for action: Agreed

Human Resources Signature: _____

Budget Officer Review Date: 6-30-21

Request is: _____ Forwarded _____ Returned

Reason for action: Agreed - new budgeted position

Budget Officer Signature: Susan Saunders

County Commissioners Review Date: _____-_____-_____

Request is: _____ Approved _____ Denied

Chairperson Signature: _____ Date: _____

Distribution of Finalized Form: Original-HR; Copy-Classification File; Copy-Department Head

Campbell County
wyoming

Information Technology Services

To: Campbell County Board of Commissioners

From: Phil Harvey

CC: Carol Seeger

Date: 6/28/2021

Re: Request to obtain a .gov domain

Over 20 years ago, Campbell County obtained the domain of ccgov.net. At that time, security was much less of a concern and there was no definitive guidance on domain selection. Today, however, cybersecurity is a high priority for every organization. To further strengthen the County's security posture, we believe it is necessary to move from our .net domain (ccgov.net) to a .gov domain. This move will provide Campbell County with several benefits, which include:

- The Cybersecurity and Infrastructure Agency (CISA) oversees the security of the .gov infrastructure and facilitates reporting of potential security incidents to domain contacts.
- The .gov Top Level Domain is exclusive to government organizations
- A .gov domain lends legitimacy to the County website and online tools and helps citizens trust the content is official. People see a .gov website or email address and know they are interacting with an official, U.S.-based government organization
- It will be easier for Campbell County to apply for certain grants
- The cost to obtain a .gov domain is currently being waived through the remainder of 2021.

Elections security is also a hot topic at this time, and we believe it will only be a matter of time before every government organization that houses elections will be required to obtain a .gov domain.

To begin this process, we request Commissioner Maul sign the attached authorization letter. We will then submit the letter and wait for the review procedure to complete.

Thank you,

Phil Harvey
IT Manager

Campbell County
wyoming

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

Carol J. Seeger
Executive Director of Administration

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

July 7, 2021

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As Campbell County Board of Commissioners Chairman for Campbell County, Wyoming, I request that responsibility for the domain name CampbellCountyWY.gov be delegated to my municipality.

The new domain will be used to change the internet visibility of our County into a government agency, to aid in security, trust, credibility and give the County and employees the benefits of using a dot gov domain for various grants. As well, it will provide for a trusted source for voter information.

In order to obtain and maintain CampbellCountyWY.gov, Campbell County will meet the general and specific requirements for federal agencies, found at https://home.dotgov.gov/registration/requirements.

The following will be listed as contacts for CampbellCountyWY.gov, which Campbell County will keep up to date in the .gov registrar.

Administrative contact
Phil Harvey
IT Manager
500 S. Gillette Ave Suite B700
307-687-6383
phil.harvey@ccgov.net

Billing contact
Coleen Winterholler
Senior Administrative Assistant
500 S. Gillette Ave Suite B700
307-687-6396
coleen.winterholler@ccgov.net

Technical contact
Dustin Cooper
Senior Network Analyst
500 S. Gillette Ave Suite B700
307-687-6361
dustin.cooper@ccgov.net

Security contact

solar@ccgov.net

I understand that if I wish to retire CampbellCountyWY.gov, I must submit a written request to registrar@dotgov.gov.

Sincerely,

Robert Maul
Chairman, Campbell County Board of Commissioners

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: Robert Henning, Museum Director RAH 6/28/21
DATE: 6/28/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/28/2021	$300.00	721.6517.4	Travel & Transportation	721.6706.1	Gift Shop Purchases

Explanation: The Rockpile Museum is requesting a line item transfer of $300 to our Gift Shop Purchases account to cover the cost of acquiring six more Jim Bridger books for sale prior to the author's visit. This is an opportunity that only recently came up and having some books on hand will almost certainly result in sales. Thank you for your consideration.

Director Approval: Robert A. Henning 6-28-2021

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: C.C. Parks & Recreation
DATE: June 22, 2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
$2,800.00	7705.6760	Lighting Maintenance	7705.6777	Building Maintenance

Justification:

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: C.C. Parks & Recreation
DATE: June 22, 2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
$1,223.00	7710.6023	Full-time Overtime	7701.6023	Full-time Overtime

Justification:

APPENDIX I

Campbell County
wyoming

Campbell County

Mobile Computing Device Request

This form is to be used to request access to the Campbell County Network for use by a mobile computing devise. This device may be a personally owed device or a County owned device. Requests for the authorization to purchase a County owned device should be made through the budget process. This form also acknowledges your understanding and acceptance of the Campbell County Personnel Guideline 507. Electronic Data and Voice Communications Equipment Use.

Employee Information

Name: Sara F. Tappen

Employee #: [redacted]

Title: Deputy County Attorney

Department: County Attorney's Office

Supervisor Name: Mitchell H. Damsky

Type of Device access is being requested for: iPhone 11

Owner of the device (i.e. Personal, County owned): Personal

Level of Access Requested: Outlook - Email & Calendar

Justification: Ability to respond to opposing counsel and law enforcement in a timely matter, especially for bond modification requests and new charges/investigations for public safety.

Department Head Approval

I hereby request the employee named above be given access to the Campbell County Network based on the information provided above.

Signature: MH Damsky **Date:** 6/29/21

Date of Approval:	**Date of Denial:**
Reason for Action:	
Commissioner Signature:	

Wyoming

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 71281372

That we Rebecca Ann Vondrak,

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

Dated this 4th day of June, 2021.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed ☒ Elected ☐ to the office of TREASURER in the ~~of~~ of ROCKY POINT, and State aforesaid for the term beginning June 4, 2021, and ending June 4, 2022.

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

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

.....

.....

.....

.....

.....

approved SAB 6/21/21

Rebecca Ann Vondrak
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

Form 944-A-12-2019

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 4th day of June, 2021, before me, appeared

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

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2025

OATH OF OFFICE

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

State of Wyoming
County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Rebecca Ann Vondrak on this 14th day of June, 2021.

My commission expires:

MARLO R. KRUCKENBERG - NOTARY PUBLIC
County of Campbell
State of Wyoming
My Commission Expires February 7, 2023

Marlo R. Kruckenberg
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell } ss

On this 14th day of June, 2021, before me, personally appeared Rebecca Ann Vondrak, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as her free act and deed.

My commission expires
2/7, 2023

Marlo R. Kruckenberg
Notary Public, Wyoming

MARLO R. KRUCKENBERG - NOTARY PUBLIC
County of Campbell
State of Wyoming
My Commission Expires February 7, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Treasurer Rocky Point

bond with bond number 71281372

for Rebecca Ann Vondrak
as Principal in the penalty amount not to exceed: $20,000.00.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 4th day of June, 2021.

ATTEST

A. Vietor
A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 4th day of June, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2025

Form F1975-12-2019

Wyoming

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 71281370

That we Rebecca Ann Vondrak,

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

Dated this 1st day of June, 2021.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed ☒ Elected ☐ to the office of Treasurer in the Village of Heritage, and State aforesaid for the term beginning June 4, 2021, and ending June 4, 2022.

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

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

.....

.....

.....

.....

.....

SEAL

Approved
SAB
6/21/21

Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

Form 944-A-12-2019

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 1st day of June, 2021, before me, appeared

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

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2025

OATH OF OFFICE

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

State of Wyoming
County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Rebecca Ann Vondrak on this 14th day of June, 2021

My commission expires

MARLO R. KRUCKENBERG - NOTARY PUBLIC
County of Campbell
State of Wyoming
My Commission Expires February 7, 2023

Marlo R. Kruckenberg
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell } ss

On this 14th day of June, 2021, before me, personally appeared Rebecca Ann Vondrak, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as her free act and deed.

My commission expires
2/7, 2023

Marlo R. Kruckenberg
Notary Public, Wyoming

MARLO R. KRUCKENBERG - NOTARY PUBLIC
County of Campbell
State of Wyoming
My Commission Expires February 7, 2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One TREASURER VILLAGE OF HERITAGE

bond with bond number 71281370

for REBECCA ANN VONDRAK
as Principal in the penalty amount not to exceed: $20,000.00.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 1st day of June, 2021.

ATTEST

A. Vietor
A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY ★ CORPORATE SEAL ★ SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 1st day of June, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public

My Commission Expires June 18, 2025

Form F1975-12-2019

2021-050

Position Vacancy Justification

Department:	**CAM-PLEX**			Date:	**6/28/2021**
Position Title:	**Assistant Technical Director**				
Classification Band / Range:	**108**		Current Salary of Incumbent:	**n/a**	
Salary Range:	Min **$22.57**		Mid **$28.21**	Max **$33.85**	
Justification for Hiring Position:	Filling new budgeted position FY21-22.				
Promoted Incumbent:					
Position Originated:	1985				
Funding Source for Position:	County: **Yes**	State: **No**	Federal: **No**	Other: **Yes**	Explain Other: City – 20%
Status Code:	Full-Time **Yes**	Part-Time	Number of Annual Hours:		**2080**
Reason for Vacancy:	Replacement due to Promotion:		Replacement due to Retirement:		New Position: X
New Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date			6/25/21		
Commissioner Approval & Date:					

6/29/21

2021-057

Position Vacancy Justification

Department:	**CAM-PLEX**			Date:	**7/1/2021**
Position Title:	**Event Custodian**				
Classification Band / Range:	**103**		Current Salary of Incumbent:	**$14.85**	
Salary Range:	Min **$14.67**		Mid **$18.33**	Max **$22.00**	
Justification for Hiring Position:	Filling existing budgeted position due to promotion.				
Promoted Incumbent:	[redacted]				
Position Originated:	1985				
Funding Source for Position:	County: **Yes**	State: **No**	Federal: **No**	Other: **Yes**	Explain Other: City – 20%
Status Code:	Full-Time **Yes**	Part-Time	Number of Annual Hours:		**2080**
Reason for Vacancy:	Replacement due to Promotion: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	[signature]		7/1/2021		
Commissioner Approval & Date:					

[signature] 7/1/21

2021-044

Position Vacancy Justification

Department:	**Children's Developmental Services of Campbell County**			Date:	**June 15, 2021**
Position Title:	**Early Childhood Instructor**				
Classification Grade:	**108**		Current Salary of Incumbent:	**$57,146**	
Salary Range:	Min **46,942.00**		Mid **58,678.00**	Max **70,413.00**	
Justification for Hiring Position:	To provide quality early childhood services to children by planning, supervising and implementing an educational program in line with the philosophy and curriculum of Children's Developmental Services of Campbell County following National Association for the Education of Young Children (NAEYC) accreditation and Developmentally Appropriate Practice (DAP).				
Termed Incumbent:	[redacted]				
Position Originated:	**N/A**				
Funding Source for Position:	County: **Yes**	State: **Yes**	Federal: **No**	Other: **No**	Explain Other:
Status Code:	Full-Time **Yes**	Part-Time **No**	Number of Annual Hours:		**2080**
Reason for Vacancy:	Replacement due to Termination: **Yes**		Replacement due to Retirement: **No**		New Position: **No**
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Robert Tucker 6/15/2021				
Commissioner Approval & Date:					

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JUN 21 2021
Campbell Co. Commissioners

6/21/21

2021-055

POSITION VACANCY JUSTIFICATION

Department:	Commissioner's Office	Date:	6/15/21
Position Title: Public Information Officer n/k/a Community and Government Relations Coordinator			
Classification Band:	109	Current Salary:	$70,077
Salary Range:			
Minimum:	$51,646.40	Mid-Point:	$64,545.47	Maximum:	$77,454.56
Position Justification: Needed to fill void and assist in office workload.			
Termed incumbent: [redacted]			
Position Originated: 2016			

Funding Source for Position:	County	x		State		WIC Program
	Federal			Other		(Please explain)

Classification:	Full Time	x	Part Time		Number of Hours	
	Exempt	x	Non-Exempt			

Reason for Vacancy:	Replacing Termination	voluntary	New Position	

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

Benefit Eligible:	Yes	x	No		Please explain:

Department Head Signature:	Carol Logan
Commissioner Approval:	

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

C:\Users\cjs06\Downloads\Position Vacancy Justification Form r 12.2012_20180504133342542 3.docx

6/30/21

2021-047

POSITION VACANCY JUSTIFICATION

Department:	Campbell County Parks & Recreation	Date:	6/18/2021
Position Title: Recreation Desk Coordinator			
Classification Band:	102	Current Salary:	17.38
Salary Range: $ 13.71 - $ 16.00			

Minimum:	$13.71	Mid-Point:	$17.14	Maximum:	$20.56

Position Justification: Weekend and evening supervisory position working 31 hours per week. Assist the Recreation Desk Supervisor in supervising part-time staff and training. Open the facility on weekends and close the facility two days during the week. Provide information to the public about Recreation Center facilities, programs, activities, and special events. Greet the public, collect monies, answer phones, register all patrons, and assist the Recreation Desk Supervisor with assigned duties. Receive program registrations and monies for all transactions and accurately record information according to department procedures. Maintain a safe environment for all patrons.

Termed incumbent: [redacted]

Position Originated: Campbell County

Funding Source for Position:	County	X		State		WIC Program
	Federal			Other		(Please explain)

Classification:	Full Time	X	Part Time		Number of Hours	31
	Exempt		Non-Exempt	X		

Reason for Vacancy:	Replacing Termination	Resigned	New Position	

Existing Budgeted Position:	Yes	X	No		If No, Please explain:

Benefit Eligible:	Yes	X	No		Please explain:

Department Head Signature:	
Commissioner Approval:	

https://campbellcountywy-my.sharepoint.com/personal/ajg77_ccgov_net/Documents/Documents/Job Description, Notice/Position Vacancy Justification Kirsten.docx

6/21/21

2021-046

POSITION VACANCY JUSTIFICATION

Department:	Campbell County Parks & Recreation	Date:	June 18, 2021
Position Title: Recreation Desk Supervisor - Wright			
Classification Band:	105	Current Salary:	$ 45,531.20
Salary Range: $36,254.40 - $ 42,000			

Minimum:	$36,254.40	Mid-Point:	$45,309.95	Maximum:	$54,371.94

Position Justification: To supervise, manage, and coordinate the flow of work, information, and staff of assigned facilities which contribute to efficient operations and require a thorough understanding of all department programs, policies and procedures; ensure the public is greeted and provided with appropriate information; maintain sales and attendance records.

Termed incumbent: [redacted]

Position Originated: Campbell County

Funding Source for Position:	County	X		State		WIC Program
	Federal			Other		(Please explain)

Classification:	Full Time	X	Part Time		Number of Hours	40
	Exempt		Non-Exempt	X		

Reason for Vacancy:	Replacing Termination	Resigned	New Position	

Existing Budgeted Position:	Yes	X	No		If No, Please explain:

Benefit Eligible:	Yes	X	No		Please explain:

Department Head Signature:	Dany Dilley
Commissioner Approval:	

https://campbellcountywy-my.sharepoint.com/personal/ajg77_ccgov_net/Documents/Documents/Job Description, Notice/Justification Rec. Desk Supervisor Wright 2021.docx

6/21/21

2021-048

POSITION VACANCY JUSTIFICATION

Department:	Public Works / Engineering	Date	June 21, 2021
Position Title: Engineering Technician			
Classification Band:	109	Current Salary:	$34.00/hr
Salary Range:			

Minimum:	24.83	Mid-Point:	31.03	Maximum:	37.24

Position Justification: Promotion						
Termed incumbent: [redacted]						
Position Originated: Budgeted position for FY 20-21						
Funding Source for Position:	County	X		State		WIC Program
	Federal			Other		(Please explain)
Classification:	Full Time	**X**	Part Time		Number of Hours	40/wk
	Exempt		Non-Exempt			
Reason for Vacancy:	Replacing Termination	**X**	New Position			
Existing Budgeted Position:	Yes	**X**	No		If No, Please explain:	
Benefit Eligible:	Yes	**X**	No		Please explain:	
Department Head Signature:						
Commissioner Approval:						

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

S:\PLN_Shar\Wendy Balo\Personnel\Vacancies\Nestor, Corey position justification 6.21.21.docx

6/22/21

2021-056

POSITION VACANCY JUSTIFICATION

Department:	Parks & Recreation	Date:	June 30, 2021
Position Title: Golf Course Supervisor			
Classification Band:	109	Current Salary:	$65,936.00
Salary Range: $51,646.40-$64,545.47			

Minimum:	$51,646.40	Mid-Point:	$64,545.47	Maximum:	$77,454.56

Position Justification: Plan and implement daily work schedules for full-time and seasonal staff in order to perform maintenance of golf course greens, tees, fairways, computerized irrigation system, and related equipment. Maintain greens, tees and fairways through proper mowing, weeding, fertilizing, application of herbicides, pesticides, fungicides, aeration, verti-cutting, top dressing greens, trees, shrubs, landscape plants and disease and insect identification. Assist in the development and administration of the annual budget for the golf course

Termed Incumbent: [redacted]

Position Originated: Campbell County

Funding Source for Position:	County	X		State		WIC Program
	Federal			Other		(Please explain)

Classification:	Full Time	X	Part Time		Number of Hours	2080
	Exempt		Non-Exempt	X		

Reason for Vacancy:	Promotion	X	New Position	

Existing Budgeted Position:	Yes	X	No		If No, Please explain:

Benefit Eligible:	Yes	X	No		Please explain:

Department Head Signature:	
Commissioner Approval:	

BE 6/30/21

2021-049

Position Vacancy Justification

Department:	**Public Health**		Date:	**6/22/2021**
Position Title:	**Public Health Nurse**			
Classification Band / Range:	**109**	Current Salary of Incumbent:	**$ 56,804.80**	
Salary Range:	Min **$51,646.40**	Mid **$64,545.47**	Max **$77,454.56**	
Justification for Hiring Position:	Position is in the 2021-22 operating budget. Termed incumbent is a Public Health Nurse, Senior. This position will be filled with a Public Health Nurse. Without filling the position, we will be below the average nurse to population ratio of 1 staff nurse per 5,000 county residents. With the COVID pandemic our level of services has changed. If this position is not filled, we will need to decrease services offered to the community.			
Termed Incumbent:	[redacted]			
Position Originated:	Long term public health position.			

Funding Source for Position:	County: **Yes**	State: **No**	Federal: **No**	Other: **No**	Explain Other:

Status Code:	Full-Time **Yes**	Part-Time **No**	Number of Annual Hours:	

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

Existing Budgeted Position:	**Yes**
Benefit Eligible:	**Yes**
Department Head Signature & Date	[signature] MSN, RN, APHN-BC 6/22/21
Commissioner Approval & Date:	[signature] 6/23/21

2021-052

Position Vacancy Justification

Department:	**Road & Bridge**			Date:	**06/28/2021**
Position Title:	**Equipment Operator**				
Classification Grade:	**105**		Current Salary of Incumbent:	**$27.34 per hour**	
Salary Range:	Min **$17.43**		Mid **$21.78**	Max **$26.14**	
Justification for Hiring Position:	Eq. Op. III retired, it is budgeted and with the other currently unfilled positions, we need to fill this position to be able to maintain our infrastructure.				
Termed Incumbent:	[redacted]				
Position Originated:					
Funding Source for Position:	County: **Yes**	State: **No**	Federal: **No**	Other: **No**	Explain Other:
Status Code:	Full-Time **Yes**	Part-Time **No**	Number of Annual Hours:		**2,080**
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement: Yes		New Position:
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Kevin T. Deis		**6-28-2021**		
Commissioner Approval & Date:					

RE 6/30/21

2021-053

Position Vacancy Justification

Department:	**Road & Bridge**			Date:	**06/28/2021**
Position Title:	**Equipment Operator**				
Classification Grade:	**105**		Current Salary of Incumbent:	**$27.34 per hour**	
Salary Range:	Min **$17.43**		Mid **$21.78**	Max **$26.14**	
Justification for Hiring Position:	Eq. Op. III retired, it is budgeted and with the other currently unfilled positions, we need to fill this position to be able to maintain our infrastructure.				
Termed Incumbent:	[redacted]				
Position Originated:					
Funding Source for Position:	County: **Yes**	State: **No**	Federal: **No**	Other: **No**	Explain Other:
Status Code:	Full-Time **Yes**	Part-Time **No**	Number of Annual Hours:		**2,080**
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement: Yes		New Position:
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Kevin T. Geis		**6-28-2021**		
Commissioner Approval & Date:					

KL 6/30/21

2021-054.

Position Vacancy Justification

Department:	**Road & Bridge**			Date:	**06/28/2021**
Position Title:	**Equipment Operator**				
Classification Grade:	**105**		Current Salary of Incumbent:	**$22.40 per hour**	
Salary Range:	Min **$17.43**		Mid **$21.78**	Max **$26.14**	
Justification for Hiring Position:	Eq. Op. II position vacated, it is budgeted and with the other currently unfilled positions, we need to fill this position to be able to maintain our infrastructure.				
Termed Incumbent:	[redacted]				
Position Originated:					
Funding Source for Position:	County: **Yes**	State: **No**	Federal: **No**	Other: **No**	Explain Other:
Status Code:	Full-Time **Yes**	Part-Time **No**	Number of Annual Hours:		**2,080**
Reason for Vacancy:	Replacement due to Termination: Yes		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Kevin L. Geis		**6-28-2021**		
Commissioner Approval & Date:					

Position Vacancy Justification

2021 -051

Department:	**Road & Bridge**			Date:	**06/28/2021**
Position Title:	**Road & Bridge Superintendent**				
Classification Grade:	**113**		Current Salary of Incumbent:	**$93,100.80**	
Salary Range:	Min **$75.600.81**		Mid **$94,501.02**	Max **$113,401.22**	
Justification for Hiring Position:	Superintendent retired, it is budgeted and have been running shorthanded to see where budget ended up, we need to fill this position to be able to maintain our infrastructure.				
Termed Incumbent:	[redacted]				
Position Originated:					
Funding Source for Position:	County: **Yes**	State: **No**	Federal: **No**	Other: **No**	Explain Other:
Status Code:	Full-Time **Yes**	Part-Time **No**	Number of Annual Hours:		**2,080**
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement: Yes		New Position:
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Kevin T. Geis		**6-28-2021**		
Commissioner Approval & Date:					

BH 6/30/21

2021-045

Position Vacancy Justification

Department:	**Treasurer's Office**		Date:	**06/21/2021**
Position Title:	**Deputy County Treasurer I**			
Classification Grade:	**103**	Current Salary of Incumbent:	**$40,872.00**	
Salary Range:	Min **$30,513.60**	Mid **$38,136.48**	Max **$45,763.77**	
Justification for Hiring Position:	Resignation of Clerk I			
Termed Incumbent:	[redacted]			
Position Originated:	Previously Budgeted			
Funding Source for Position:	County: **Yes/No**	State: **Yes/No**	Federal: **Yes/No**	Other: **Yes/No** — Explain Other:
Status Code:	Full-Time **Yes/No**	Part-Time **Yes/No**	Number of Annual Hours:	**2080**
Reason for Vacancy:	Replacement due to Termination: X	Replacement due to Retirement:	New Position:	
Existing Budgeted Position:	**Yes/No**			
Benefit Eligible:	**Yes/No**			
Department Head Signature & Date	Crystal Conley, Deputy			
Commissioner Approval & Date:				

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JUN 21 2021
Campbell Co. Commissioners

6/21/21

Campbell County
wyoming

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

Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Board of Campbell County Commissioners

From: Anthony Langone, Fleet Manager AL

Subject: Senior Center Purchase of Shuttle Van

Date: July 7th, 2021

After coming to the decision for Campbell County to reduce the fleet size, it was decided to purge the shuttle vans from our fleet. I have reached out to several entities throughout Campbell County and I received much interest. Unfortunately, most of these entities were unable to acquire these vans either the vans did not meet their needs or lack of funding.

As I explored all interests in the shuttle van, Campbell County Senior Center was able to obtain funding and we moved forward with the purchase process. Campbell County Senior Center has agreed and dropped off a check to purchase this shuttle van for $25,000.00. This shuttle van is a 2015 Ram Promaster VIN 3C6URVJD2FE500318 with 6,313 miles on it.

I would like the board of Campbell County Commissioner's to approve the transfer of this shuttle van to Campbell County Senior Center.

ASSIGNMENT OF INTEREST and RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That Campbell County Government, by and through its Board of County Commissioners, 500 S. Gillette Ave., Ste. 1100, Gillette, Wyoming 82716, does hereby grant, transfer and convey unto Campbell County Senior Center, all its right, title and interest in and to the following described goods and chattels:

Vehicle Make / Model
2015 Ram Promaster 3500
VIN # 3C6URVJD2FE500318

To have and to hold the above described goods and chattels for its own use forever.

The goods and chattels conveyed herein are transferred "as is" and "where is" with no warranties, express or implied and disclaims any warranty of merchantability or fitness for a particular purpose.

DATED THIS Day: 7th of July 2021.

CAMPBELL COUNTY, WYOMING

BY:_____
Robert Maul, Chairman

By signing below, I acknowledge receipt of the above referenced motor vehicle in "as is" condition and release and waive Campbell County, Wyoming, from any cost or liability with regard to the motor vehicle by

_____ Dated:_____

Name of Recipient

CAMPBELL COUNTY SOCIAL MEDIA AND NETWORKING APPROVAL & AGREEMENT FORM

Name: Bethany Raab

Title: Grants Specialist

Employee #: [redacted]

Department: Commissioners

Justification:

Facilitation of the CARE Boards Facebook page.

Authorized to access the following County websites, social media pages, and social networking sites:

Facebook

I have received the Social Media Use Guideline, and I agree to use the County websites, County-approved social media pages and engage in social networking activities for County business only as appropriate and in compliance with this Guideline. I understand that I must have approval from my Department Director and the Office of the Commissioners to use County websites, social media pages, or engage in social networking on behalf of the County. I also understand I am responsible for all posting made by me on County websites, social media pages, or in the social networking activates including those made in the comments sections. I further understand that this guideline also applies to County-related postings made by me via personal (non-County) websites, social media pages, and social networking activities, and I agree to adhere to the guidelines in this guideline when so doing.

I acknowledge that all content on County websites, County-approved social media pages, or in social networking activities are considered to be County property and will be monitored by a designated official of the County. I understand that employees do not have privacy rights in the use of County websites, social media pages, or in social networking activities, and the postings, data, access to, or distribution of such materials is subject to all applicable laws.

I agree to abide by all procedures as set forth by the Social Media Use Guideline when accessing, posting, or publishing content on County websites, County-approved social media pages, or social networking activities. I acknowledge that any violation of the responsibilities, or guidelines outlined in this policy, or in any future modified policies, can be grounds for disciplinary action, up to and including termination of my employment.

Bethany Raab — Printed Name

Bethany Raab — (Signature)

6/28/21 — (Date)

Approved by Department Director: _____

(Signature) (Date)

Public Information Coordinator Recommendation: ☐ **Approve** ☐ **Deny** _____

(Signature) (Date)

Approved by Commissioners: _____

(Signature) (Date)

Route director approved copy to Public Information Coordinator. PIC will route to Commissioners.

CAMPBELL COUNTY SOCIAL MEDIA AND NETWORKING APPROVAL & AGREEMENT FORM

Name: Jenna Waldner **Title:** CARE Board Member

Employee #: **Department:** CARE Board

Justification: For facilitation of the CARE Board's Facebook page.

Authorized to access the following County websites, social media pages, and social networking sites:

I have received the Social Media Use Guideline, and I agree to use the County websites, County-approved social media pages and engage in social networking activities for County business only as appropriate and in compliance with this Guideline. I understand that I must have approval from my Department Director and the Office of the Commissioners to use County websites, social media pages, or engage in social networking on behalf of the County. I also understand I am responsible for all posting made by me on County websites, social media pages, or in the social networking activates including those made in the comments sections. I further understand that this guideline also applies to County-related postings made by me via personal (non-County) websites, social media pages, and social networking activities, and I agree to adhere to the guidelines in this guideline when so doing.

I acknowledge that all content on County websites, County-approved social media pages, or in social networking activities are considered to be County property and will be monitored by a designated official of the County. I understand that employees do not have privacy rights in the use of County websites, social media pages, or in social networking activities, and the postings, data, access to, or distribution of such materials is subject to all applicable laws.

I agree to abide by all procedures as set forth by the Social Media Use Guideline when accessing, posting, or publishing content on County websites, County-approved social media pages, or social networking activities. I acknowledge that any violation of the responsibilities, or guidelines outlined in this policy, or in any future modified policies, can be grounds for disciplinary action, up to and including termination of my employment.

Jenna Waldner — 6/24/21

Printed Name (Signature) (Date)

Approved by Department Director: _____

(Signature) (Date)

Public Information Coordinator Recommendation: ☐ **Approve** ☐ **Deny** _____

(Signature) (Date)

Approved by Commissioners: _____

(Signature) (Date)

Route director approved copy to Public Information Coordinator. PIC will route to Commissioners.

Campbell County CARE Board Social Media Request

Department/Board: Campbell County CARE Board (CARE Board approved this request of June 14, 2021).

Social Media Platform to be used: Facebook

Staff Member/Board Member responsible for development and administering: Beth Raab (County Employee), Jenna Waldner (CARE Board Member).

Account Name: Campbell County CARE Board

Info to be shared:

- Educating public on CARE Board (what the Board does, who the members are, who they assist, events held by CARE Board).
- Request for applications to fill vacancies.
- Educating the public on human service agencies in community (who they help, services they provide, services needed, events they hold).
- Share statistics and information from national and state partners (Census, homeless count, newsletters, etc.)
- Share information per requirements of the grant (minutes, needs assessment, strategic plan, due dates).

Estimate of Staff time: 1.25 hours per month. Most content will be "shared" from other national/statewide resources. The content specific to the CARE Board will be created by Jenna Waldner and per a plan laid out by the CARE Board.

Are there other sites/blogs that cover the same topic: There are no other sites or blogs specifically for the CARE Board. There are other sites (agencies, national/state partners) that contain some of the information that we will share on our page.

How often posts anticipated: 1 x week.

How will a link back to County's website: In about section and will also include a logo on our banner image.

CAMPBELL COUNTY SOCIAL MEDIA AND NETWORKING APPROVAL & AGREEMENT FORM

Name: Susan Goff **Title:** Administrative Asst.

Employee # [redacted] **Department:** HR/Risk

Justification: Job Postings

Authorized to access the following County websites, social media pages, and social networking sites:

Facebook only - (Already on there)

I have received the Social Media Use Guideline, and I agree to use the County websites, County-approved social media pages and engage in social networking activities for County business only as appropriate and in compliance with this Guideline. I understand that I must have approval from my Department Director and the Office of the Commissioners to use County websites, social media pages, or engage in social networking on behalf of the County. I also understand I am responsible for all posting made by me on County websites, social media pages, or in the social networking activates including those made in the comments sections. I further understand that this guideline also applies to County-related postings made by me via personal (non-County) websites, social media pages, and social networking activities, and I agree to adhere to the guidelines in this guideline when so doing.

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I agree to abide by all procedures as set forth by the Social Media Use Guideline when accessing, posting, or publishing content on County websites, County-approved social media pages, or social networking activities. I acknowledge that any violation of the responsibilities, or guidelines outlined in this policy, or in any future modified policies, can be grounds for disciplinary action, up to and including termination of my employment.

Susan Goff — Susan Goff — 6/23/2021

Printed Name (Signature) (Date)

Approved by Department Director: _____ 6/23/21

(Signature) (Date)

Public Information Coordinator Recommendation: ☒ Approve ☐ Deny _____ 6/23/21

(Signature) (Date)

Approved by Commissioners: _____

(Signature) (Date)

Route director approved copy to Public Information Coordinator. PIC will route to Commissioners.

CAMPBELL COUNTY SOCIAL MEDIA AND NETWORKING APPROVAL & AGREEMENT FORM

Name: Melissa Kershner **Title:** HR/Risk Mgmt. Generalist

Employee #: [redacted] **Department:** HR/Risk

Justification: recruitment

Authorized to access the following County websites, social media pages, and social networking sites:

Facebook

I have received the Social Media Use Guideline, and I agree to use the County websites, County-approved social media pages and engage in social networking activities for County business only as appropriate and in compliance with this Guideline. I understand that I must have approval from my Department Director and the Office of the Commissioners to use County websites, social media pages, or engage in social networking on behalf of the County. I also understand I am responsible for all posting made by me on County websites, social media pages, or in the social networking activates including those made in the comments sections. I further understand that this guideline also applies to County-related postings made by me via personal (non-County) websites, social media pages, and social networking activities, and I agree to adhere to the guidelines in this guideline when so doing.

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I agree to abide by all procedures as set forth by the Social Media Use Guideline when accessing, posting, or publishing content on County websites, County-approved social media pages, or social networking activities. I acknowledge that any violation of the responsibilities, or guidelines outlined in this policy, or in any future modified policies, can be grounds for disciplinary action, up to and including termination of my employment.

Printed Name — M Kershner (Signature) — 6.23.2021 (Date)

Approved by Department Director: _____ (Signature) — 6/23/21 (Date)

Public Information Coordinator Recommendation: ☒ Approve ☐ Deny _____ (Signature) — 6/23/21 (Date)

Approved by Commissioners: _____ (Signature) (Date)

Route director approved copy to Public Information Coordinator. PIC will route to Commissioners.

The following page(s) contain the backup material for Agenda Item: 9:15 Amendment One for Crisis Response Funding Contract

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

Campbell County
wyoming

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Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Crisis Response Funding Amendment

DATE: 06/29/2021

Attached you will find Amendment One to the Crisis Response Funding contract originally signed December 12, 2020. The purpose of this amendment is to extend the effective date from July 1, 2020- June 30, 2021 to July 1, 2020 – June 30, 2024. The award amount ($100,000) still remains the same and is budgeted in Public Health's Budget. As a reminder, these funds are only available if CDC has determined a public health emergency or is considered imminent. These funds have not been activated yet.

A representative from Public Health will be presenting this contract.

Thank you!

AMENDMENT ONE TO THE CONTRACT BETWEEN WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION AND CAMPBELL COUNTY

1. **Parties.** This Amendment is made and entered into by and between Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street 3rd Floor West, Cheyenne, Wyoming 82002 and Campbell County (Subrecipient), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Amendment concerns the Public Health Preparedness and Response Unit.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Subrecipient. The purpose of this Amendment is to: a) extend the term of the Contract through June 30, 2024; and b) amend the responsibilities of the Subrecipient. The parties acknowledge that services and payment remain subject to Sections 5.B and 6.D. of the Contract.

   The original Contract, dated December 12, 2020, required the Subrecipient to perform response activities through implementation of the Centers for Disease Control and Prevention (CDC) CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding Interim Guidance, contingent on crisis funding awarded by the CDC, for a total Contract amount of one-hundred thousand dollars ($100,000.00) with an expiration date of June 30, 2021.

3. **Term of the Amendment.** This Amendment shall commence on June 30, 2021, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

   A. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

      "The term of the Contract is from July 1, 2020 or Effective Date, whichever is later, through June 30, 2024."

5. **Amended Responsibilities of the Subrecipient.**

   A. As of the Effective Date of this Amendment, Attachment A, Public Health Emergency Preparedness Crisis Response Funding Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment A-1, Revised Public Health Emergency Preparedness Crisis Response Funding Statement of Work, which is

attached to this Amendment and incorporated into the original Contract by this reference. All references to "Attachment A" in the original Contract, and in any amendments thereto, are amended to read: "Attachment A-1".

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

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

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

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

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of twelve (12) pages; Attachment A, Public Health Preparedness and Response Crisis Funding Statement of Work, consisting of seven (7) pages; this Amendment One, consisting of three (3) pages; and Attachment A-1, Revised Public Health Preparedness and Response Crisis Funding Statement of Work, consisting of seven (7) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Stefan Johansson, Interim Director — Date

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

SUBRECIPIENT: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissioners — Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney — Date

COUNTY CLERK'S ATTESTATION:

Campbell County Clerk — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Senior Assistant Attorney General #212325 — 05-19-2021 Date

ATTACHMENT A-1:
REVISED PUBLIC HEALTH EMERGENCY PREPAREDNESS CRISIS RESPONSE FUNDING STATEMENT OF WORK

GENERAL DESCRIPTION

The parties to this Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Subrecipient). This Revised Statement of Work pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is a Revised Statement of Work (SOW) to identify and describe deliverables and payment structure for the development and response of public health emergency response capability through the implementation of the Centers for Disease Control and Prevention (CDC), *CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding Interim Guidance*. Wyoming seeks to pre-approve local jurisdictions to receive funding for Health and Human Services (HHS) Secretarial declared and non-declared public health (PH) emergencies of such magnitude, complexity, or significance that it would have an overwhelming impact upon, and exceed resources available to Wyoming. No funding is available for the Contract until the CDC distributes response funding to Wyoming. Any funding tied to the Contract will only be made available once CDC has determined a public health emergency exists or is considered eminent. Jurisdictions will need to be capable of activating new or surging current emergency response activities within a two (2) day period. This program is authorized under section 311(c)(1) of the Public Health Service Act (42 USC § 243(c)(1)), subject to available funding and other requirements and limitations.

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

PAYMENT

The source of funds for the Contract is via a Cooperative Agreement from the Centers for Disease Control Catalog of Federal Domestic Assistance (CFDA) No. 93.354. Funding distributed under this Contract may be extended by a CDC No Cost Extension, and corresponding amendment to the Contract, if warranted.

TIMELINE AND DELIVERABLES

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

Timetable and Deliverables for Subrecipient	
Outcomes: Program activities are designed to prevent or reduce morbidity and mortality from public health incidents whose scale, rapid onset, or unpredictability stresses the public health system and ensure the earliest possible recovery and return of the public health system to pre-incident levels or improved functioning. Short term outcomes include: 1. Earliest possible activation and management of emergency operations 2. Earliest possible identification and investigation of an incident/index case (if applicable) 3. Timely implementation of intervention and control measures (as applicable to crisis) 4. Timely communication of risk and essential elements of information by partners 5. Timely coordination and support of response activities with healthcare and other partners **Strategies and Activities**: Subrecipient will use capabilities to focus on the following strategies and conduct these activities for the public health system: 1. Strengthen Public Health Incident Management for Early Crisis Response 2. Strengthen Jurisdictional Recovery 3. Strengthen Information Management 4. Strengthen Countermeasures and Mitigation 5. Strengthen Surge Management 6. Strengthen Biosurveillance	
Task	**In place within**
Emergency Operations and Coordination 1. Conduct jurisdictional COVID-19 risk assessments. a. Identify and prioritize risk-reduction strategies and risk-mitigation efforts in coordination with community partners and stakeholders. b. Implement public health actions designed to mitigate risks in accordance with CDC guidance. 2. Implement public health response plans based on CDC COVID-19 Preparedness and Response Planning Guidance for State, Local, Territorial, and Tribal Public Health Agencies. 3. Provide technical assistance to local and tribal health departments on development of COVID-19 response plans and respond to requests for public health assistance. 4. Activate the jurisdiction's emergency operations (EOC) at a level appropriate to meet the needs of the response. a. Staff with numbers and skills necessary to support the response, assure worker safety, and monitor absenteeism. b. Use established systems to ensure continuity of operations (COOP) and implement COOP plans as needed.	Ongoing

5. Establish systems to ensure continuity of operations (COOP) and implement COOP plans as needed. 6. Establish call center or other communication capacity for information sharing, public information, and directing residents to available resources. 7. Activate emergency hiring authorities and expedited contracting processes. 8. Assess the jurisdiction's public health and healthcare system training needs. a. Provide materials and facilitate training designed to improve the jurisdiction's public health and healthcare system response. Focus on infection prevention and control strategies implementation / triggers for crisis/contingency standards of care. b. Implement procedures to notify relevant personnel and participate in CDC national calls and Clinician Outreach and Communication Activity (COCA) calls. c. Ensure plans and jurisdictional response actions incorporate the latest CDC guidance and direction.	
Responder Safety and Health 1. Assure the health and safety of the jurisdiction's workforce, including but not limited to implementation of staff resiliency programs, occupational health/safety programs, responder mental health support. Determine gaps and implement corrective actions. 2. Implement personal protective equipment (PPE) sparing strategies for public health/healthcare system workforce in accordance with federal guidelines. 3. Develop an occupational safety and health strike team to ensure workers are protected, implement corrective actions, and gather lessons learned. 4. Establish a team of communicators that can interpret CDC guidance and assist with the implementation of worker safety and health strategies. 5. Create tools to assist and anticipate supply chain shortages, track PPE inventory. 6. Develop PPE strategies consistent with CDC guidance for hospitals, outpatient clinics, long term care facilities, and other facilities; work with suppliers and coalitions to develop statewide plans for caching or redistribution/sharing. This strategy should be integrated with healthcare coalitions' system plans for purchasing, caching, and distributing PPE and accessing the Strategic National Stockpile. 7. Purchase required PPE (if available).	Ongoing
Identification of vulnerable populations 1. Implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes. 2. Update response and recovery plans to include populations at risk. 3. Enlist other governmental and non-governmental programs that can be leveraged to provide social services and ensure that patients with COVID-19 virus (or at risk of exposure) receive proper information to connect them to available social services.	Ongoing

4. Leverage social services and behavioral health within the community, including the Administration for Children and Families (ACF) and Health Resources and Services Administration (HRSA). 5. Conduct rapid assessment (e.g., focus groups) of concerns and needs of the community related to the prevention of COVID-19. 6. Identify gaps and implement strategies that encourage risk-reduction behaviors.	
Jurisdictional Recovery 1. Implement recovery efforts to restore to pre-event functioning. 2. Conduct a Hotwash/After Action Review and develop an improvement plan.	Ongoing
Information Sharing 1. Ensure redundant platforms are in place for pushing out messages to the public and the healthcare sector regarding risks to the public, risk of transmission, and protective measures. 2. Develop, coordinate, and disseminate information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and incident management responders. 3. Develop new systems or utilize existing systems to rapidly report public health data. 4. Develop community messages that are accurate, timely, and reach at-risk populations.	Ongoing
Emergency Public Information and Warning and Risk Communication 1. Ensure redundant platforms are in place for pushing out messages to the public and the healthcare sector regarding risks to the public, risk of transmission, and protective measures. a. Work with health communicators and educators on risk communications efforts designed to prevent the spread of COVID-19 virus. 2. Update scripts for jurisdictional call centers with specific COVID-19 messaging (alerts, warnings, and notifications). 3. Evaluate COVID-19 messaging and other communication materials and, based on feedback from target audiences, revise messages and materials as needed. a. Conduct rapid assessment (e.g., focus groups) of existing messaging and communications activities (e.g., web-based, social media) related to the prevention of COVID-19. b. Monitor local news stories and social media postings to determine if the information is accurate, identify messaging gaps, and make adjustments to communications as needed. 4. Contract with local vendors for translation (as necessary), printing, signage, audiovisual/public service announcement development and dissemination. 5. Identify gaps and develop culturally appropriate risk messages for at-risk populations including messages that focus on risk-reduction behaviors.	Ongoing

6. Develop a COVID-19-specific media relations strategy, including identification of key spokespeople and an approach for regular media outreach. 7. Coordinate communication messages, products, and programs with key partners and stakeholders to harmonize response messaging. 8. Clearly communicate steps that health care providers should take if they suspect a patient has COVID-19 virus infection (e.g., diagnostic testing, clinical guidance).	
Nonpharmaceutical Interventions 1. Develop plans and triggers for the implementation of community interventions, including: a. Activating emergency operations plans for schools, higher education, and mass gatherings; b. Ensuring that community, faith-based, and business organizations are prepared to support interventions to prevent spread; c. Integrating interventions related to social services providers, criminal justice systems, homeless persons, and other vulnerable populations and at-risk populations. 2. Anticipate disruption caused by community spread and interventions to prevent further spread. a. Planning for school dismissal including continuity of education and other school-based services (e.g., meals); b. Ensuring systems are active to provide guidance on the closure of businesses, government, and social services; c. Ensuring systems are in place to monitor social disruption (e.g., school closures); d. Ensuring that services (e.g., housing, transportation, food) are in place for community members impacted by social distancing interventions.	Ongoing
Quarantine and Isolation Support 1. Provide lodging and wrap-around services, including food and beverage, cleaning, waste management, maintenance, repairs at quarantine/isolation sites, and clinical care costs for individuals while under state or federal quarantine and isolation orders that are not eligible to be paid for by another source. 2. Review and update state quarantine and isolation laws, regulations, and procedures. Funds may also be used to develop training and educational materials for local health departments and judicial officials. 3. Identify and secure safe housing for persons subject to restricted movement and other public health orders. 4. Develop and implement behavioral health strategies to support affected populations.	Ongoing
Distribution and Use of Medical Material 1. Ensure jurisdictional capacity for a mass vaccination campaign once vaccine becomes available, including: a. Enhancement of immunization information systems	Ongoing

b. Maintain ability for vaccine-specific cold chain management c. Mass vaccination clinics for emergency response d. Assess and track vaccination coverage e. Rapidly identify high-risk persons requiring the vaccine f. Plan to prioritize limited Medical Countermeasures (MCM) based on guidance from the CDC and the HHS 2. Ensure jurisdictional capacity for distribution of MCM and supplies.	
Surge Management 1. Activate mechanisms for surging public health responder staff. 2. Activate volunteer organizations.	Ongoing
Public Health Coordination with Healthcare Systems 1. In partnership with health care coalitions, develop triggers for enacting crisis/contingency standards of care. 2. Coordinate with Hospital Preparedness Program (HPP) entities, healthcare coalitions, health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community. 3. Prepare for increased demands for services, expansions of public health functions, increases in administrative management requirements, and other emergency response surge needs. 4. Train hospitals, long-term care facilities and other high-risk facilities on infection prevention and control. 5. Actively monitor healthcare system capacity and develop mitigation strategies to preserve healthcare system resources. 6. Execute authorities for responding to healthcare system surge and implement activities to mitigate demands on the healthcare system. Plan to activate crisis/contingency standards of care.	Ongoing
Infection Control 1. Follow updated CDC guidance on infection control and prevention and PPE. 2. Engage with healthcare providers and healthcare coalitions to address issues related to infection prevention measures, such as: a. Changes in hospital/healthcare facility visitation policies b. Social distancing c. Infection control practices in hospitals and long-term care facilities, such as: i. PPE use ii. Hand hygiene iii. Source control iv. Isolation of patients.	

PROGRESS REPORTS

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

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206955

CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY

1. **Parties.** The parties to this Contract 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 (Subrecipient), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Contract concerns the Public Health Preparedness and Response Unit.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall perform response activities through implementation of the Centers for Disease Control and Prevention (CDC) CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding Interim Guidance. The parties acknowledge that Agency has not yet received funding from the CDC for this Contract; services and payment are subject to Sections 5.B and 6.D. below.

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

   This Contract 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. Contingent on available funding, the Agency agrees to pay the Subrecipient for the services described in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one-hundred thousand dollars ($100,000.00). Payment under this Contract is contingent on crisis funding awarded by the CDC, through PHPR, which shall be made available through this Contract only when CDC has determined a public health emergency exists or is considered imminent. PHPR will distribute through a funding formula approved at the time of the response. Payment shall be made in accordance with Attachment A and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

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

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

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

A. Provide the services described in Attachment A.

B. Refrain from performing under this Contract until it receives notice to proceed from the Agency under Section 6.D. The Subrecipient shall be solely responsible for any costs incurred prior to receipt of notice to proceed from the Agency under Section 6.D.

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

A. Pay Subrecipient in accordance with Section 4 above.

B. Provide support as described in Attachment A.

C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.

D. Upon receipt of funding for this Contract, issue notice to proceed to Subrecipient via email.

7. **Special Provisions.**

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

B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract 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 Contract may be terminated without penalty if a private entity that receives funds under this Contract:

(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.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract 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 Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. 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 Contract; and to observe personnel in every phase of performance of Contract related work.

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

H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, 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 Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

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

K. **Administration of Federal Funds.** Subrecipient 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.

L. **Copyright License and Patent Rights.** Subrecipient 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 Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

M. **Federal Audit Requirements.** Subrecipient 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. Subrecipient 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 Contract, Subrecipient 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.

N. **Non-Supplanting Certification.** Subrecipient 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. Subrecipient 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 Contract.

O. **Program Income.** Subrecipient 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 Contract must be used to increase the scope of the program or returned to Agency.

8. **General Provisions.**

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

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

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

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient 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 Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

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

F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.

G. **Compliance with Laws.** The Subrecipient 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 Contract.

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 Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient 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 Contract.** This Contract, consisting of twelve (12) pages; and Attachment A, Public Health Preparedness and Response Crisis Funding Statement of Work, consisting of seven (7) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

J. **Ethics.** Subrecipient 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 Subrecipient's profession.

K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract 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 Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

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

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

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

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

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 Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents 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 Subrecipient 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 Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient 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 Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

S. **Insurance Requirements.**

(i) During the term of this Contract, the Subrecipient shall obtain and maintain, and ensure that each sub-subrecipient 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 Subrecipient 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 Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Subrecipient 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 Subrecipient, such insurance in the name of the Subrecipient or sub-subrecipient, 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 Subrecipient under this Contract.

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

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

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

(i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

(a) $1,000,000.00 each occurrence;
(b) $1,000,000.00 personal injury and advertising injury;
(c) $2,000,000.00 general aggregate; and

(d) $2,000,000.00 products and completed operations.

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

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

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

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

(iii) Unemployment Insurance. The Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient 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 Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, 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.

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

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

V. **Taxes.** The Subrecipient 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.

W. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract. This Contract may be terminated immediately by Agency if Agency does not receive funding from the CDC for this Contract.

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

Y. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Michael A. Ceballos, Director — Date: 12/7/2020

Stephanie Pyle, MBA
Senior Administrator, Public Health Division — Date: 12-7-2020

SUBRECIPIENT: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissioners — Date: 11/03/2020

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

For:
Campbell County Attorney — Date: 11/4/20

COUNTY CLERK'S ATTESTATION:

Campbell County Clerk — Date: 11/3/2020

CAMPBELL COUNTY HEALTH DEPARTMENT

Jane Glaser, MSN, RN, APHN-BC, Director — Date: 12/1/2020

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Bobbi K. Owen, Assistant Attorney General — Date:

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Michael A. Ceballos, Director — Date

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

SUBRECIPIENT: CAMPBELL COUNTY

Chairman, Campbell County Board of Commissioners — Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney — Date

COUNTY CLERK'S ATTESTATION:

Campbell County Clerk — Date

CAMPBELL COUNTY HEALTH DEPARTMENT

Jane Glaser, MSN, RN, APHN-BC, Director — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Bobbi K. Owen, Assistant Attorney General — Date

ATTACHMENT A:
PUBLIC HEALTH EMERGENCY PREPAREDNESS CRISIS RESPONSE FUNDING
STATEMENT OF WORK

GENERAL DESCRIPTION

The parties to this Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Subrecipient). This Statement of Work pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is a Statement of Work (SOW) to identify and describe deliverables and payment structure for the development and response of public health emergency response capability through the implementation of the Centers for Disease Control and Prevention (CDC), *CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding Interim Guidance*. Wyoming seeks to pre-approve local jurisdictions to receive funding for Health and Human Services (HHS) Secretarial declared and non-declared public health (PH) emergencies of such magnitude, complexity, or significance that it would have an overwhelming impact upon, and exceed resources available to Wyoming. No funding is available for the Contract until the CDC distributes response funding to Wyoming. Any funding tied to the Contract will only be made available once CDC has determined a public health emergency exists or is considered eminent. Jurisdictions will need to be capable of activating new or surging current emergency response activities within a two (2) day period. This program is authorized under section 311(c)(1) of the Public Health Service Act (42 USC § 243(c)(1)), subject to available funding and other requirements and limitations.

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

PAYMENT

The source of funds for the Contract is via a Cooperative Agreement from the Centers for Disease Control Catalog of Federal Domestic Assistance (CFDA) No. 93.354.

TIMELINE AND DELIVERABLES

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

Timetable and Deliverables for Subrecipient

Outcomes: Program activities are designed to prevent or reduce morbidity and mortality from public health incidents whose scale, rapid onset, or unpredictability stresses the public health system and ensure the earliest possible recovery and return of the public health system to pre-incident levels or improved functioning. Short term outcomes include:

1. Earliest possible activation and management of emergency operations
2. Earliest possible identification and investigation of an incident/index case (if applicable)
3. Timely implementation of intervention and control measures (as applicable to crisis)
4. Timely communication of risk and essential elements of information by partners
5. Timely coordination and support of response activities with healthcare and other partners

Strategies and Activities: Subrecipient will use capabilities to focus on the following strategies and conduct these activities for the public health system:

1. Strengthen Public Health Incident Management for Early Crisis Response
2. Strengthen Jurisdictional Recovery
3. Strengthen Information Management
4. Strengthen Countermeasures and Mitigation
5. Strengthen Surge Management
6. Strengthen Biosurveillance

Task	**In place within**
Emergency Operations and Coordination 1. Conduct jurisdictional COVID-19 risk assessments. a. Identify and prioritize risk-reduction strategies and risk-mitigation efforts in coordination with community partners and stakeholders. b. Implement public health actions designed to mitigate risks in accordance with CDC guidance. 2. Implement public health response plans based on CDC COVID-19 Preparedness and Response Planning Guidance for State, Local, Territorial, and Tribal Public Health Agencies. 3. Provide technical assistance to local and tribal health departments on development of COVID-19 response plans and respond to requests for public health assistance. 4. Activate the jurisdiction's emergency operations (EOC) at a level appropriate to meet the needs of the response. a. Staff with numbers and skills necessary to support the response, assure worker safety, and monitor absenteeism. b. Use established systems to ensure continuity of operations (COOP) and implement COOP plans as needed.	Ongoing

5. Establish systems to ensure continuity of operations (COOP) and implement COOP plans as needed. 6. Establish call center or other communication capacity for information sharing, public information, and directing residents to available resources. 7. Activate emergency hiring authorities and expedited contracting processes. 8. Assess the jurisdiction's public health and healthcare system training needs. a. Provide materials and facilitate training designed to improve the jurisdiction's public health and healthcare system response. Focus on infection prevention and control strategies implementation / triggers for crisis/contingency standards of care. b. Implement procedures to notify relevant personnel and participate in CDC national calls and Clinician Outreach and Communication Activity (COCA) calls. c. Ensure plans and jurisdictional response actions incorporate the latest CDC guidance and direction.	
Responder Safety and Health 1. Assure the health and safety of the jurisdiction's workforce, including but not limited to implementation of staff resiliency programs, occupational health/safety programs, responder mental health support. Determine gaps and implement corrective actions. 2. Implement personal protective equipment (PPE) sparing strategies for public health/healthcare system workforce in accordance with federal guidelines. 3. Develop an occupational safety and health strike team to ensure workers are protected, implement corrective actions, and gather lessons learned. 4. Establish a team of communicators that can interpret CDC guidance and assist with the implementation of worker safety and health strategies. 5. Create tools to assist and anticipate supply chain shortages, track PPE inventory. 6. Develop PPE strategies consistent with CDC guidance for hospitals, outpatient clinics, long term care facilities, and other facilities; work with suppliers and coalitions to develop statewide plans for caching or redistribution/sharing. This strategy should be integrated with healthcare coalitions' system plans for purchasing, caching, and distributing PPE and accessing the Strategic National Stockpile. 7. Purchase required PPE (if available).	Ongoing
Identification of vulnerable populations 1. Implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes. 2. Update response and recovery plans to include populations at risk. 3. Enlist other governmental and non-governmental programs that can be leveraged to provide social services and ensure that patients with COVID-19 virus (or at risk of exposure) receive proper information to connect them to available social services.	Ongoing

4. Leverage social services and behavioral health within the community, including the Administration for Children and Families (ACF) and Health Resources and Services Administration (HRSA). 5. Conduct rapid assessment (e.g., focus groups) of concerns and needs of the community related to the prevention of COVID-19. 6. Identify gaps and implement strategies that encourage risk-reduction behaviors.	
Jurisdictional Recovery 1. Implement recovery efforts to restore to pre-event functioning. 2. Conduct a Hotwash/After Action Review and develop an improvement plan.	Ongoing
Information Sharing 1. Ensure redundant platforms are in place for pushing out messages to the public and the healthcare sector regarding risks to the public, risk of transmission, and protective measures. 2. Develop, coordinate, and disseminate information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and incident management responders. 3. Develop new systems or utilize existing systems to rapidly report public health data. 4. Develop community messages that are accurate, timely, and reach at-risk populations.	Ongoing
Emergency Public Information and Warning and Risk Communication 1. Ensure redundant platforms are in place for pushing out messages to the public and the healthcare sector regarding risks to the public, risk of transmission, and protective measures. a. Work with health communicators and educators on risk communications efforts designed to prevent the spread of COVID-19 virus. 2. Update scripts for jurisdictional call centers with specific COVID-19 messaging (alerts, warnings, and notifications). 3. Evaluate COVID-19 messaging and other communication materials and, based on feedback from target audiences, revise messages and materials as needed. a. Conduct rapid assessment (e.g., focus groups) of existing messaging and communications activities (e.g., web-based, social media) related to the prevention of COVID-19. b. Monitor local news stories and social media postings to determine if the information is accurate, identify messaging gaps, and make adjustments to communications as needed. 4. Contract with local vendors for translation (as necessary), printing, signage, audiovisual/public service announcement development and dissemination. 5. Identify gaps and develop culturally appropriate risk messages for at-risk populations including messages that focus on risk-reduction behaviors.	Ongoing

6. Develop a COVID-19-specific media relations strategy, including identification of key spokespeople and an approach for regular media outreach. 7. Coordinate communication messages, products, and programs with key partners and stakeholders to harmonize response messaging. 8. Clearly communicate steps that health care providers should take if they suspect a patient has COVID-19 virus infection (e.g., diagnostic testing, clinical guidance).	
Nonpharmaceutical Interventions 1. Develop plans and triggers for the implementation of community interventions, including: a. Activating emergency operations plans for schools, higher education, and mass gatherings; b. Ensuring that community, faith-based, and business organizations are prepared to support interventions to prevent spread; c. Integrating interventions related to social services providers, criminal justice systems, homeless persons, and other vulnerable populations and at-risk populations. 2. Anticipate disruption caused by community spread and interventions to prevent further spread. a. Planning for school dismissal including continuity of education and other school-based services (e.g., meals); b. Ensuring systems are active to provide guidance on the closure of businesses, government, and social services; c. Ensuring systems are in place to monitor social disruption (e.g., school closures); d. Ensuring that services (e.g., housing, transportation, food) are in place for community members impacted by social distancing interventions.	Ongoing
Quarantine and Isolation Support 1. Provide lodging and wrap-around services, including food and beverage, cleaning, waste management, maintenance, repairs at quarantine/isolation sites, and clinical care costs for individuals while under state or federal quarantine and isolation orders that are not eligible to be paid for by another source. 2. Review and update state quarantine and isolation laws, regulations, and procedures. Funds may also be used to develop training and educational materials for local health departments and judicial officials. 3. Identify and secure safe housing for persons subject to restricted movement and other public health orders. 4. Develop and implement behavioral health strategies to support affected populations.	Ongoing
Distribution and Use of Medical Material 1. Ensure jurisdictional capacity for a mass vaccination campaign once vaccine becomes available, including: a. Enhancement of immunization information systems	Ongoing

b. Maintain ability for vaccine-specific cold chain management c. Mass vaccination clinics for emergency response d. Assess and track vaccination coverage e. Rapidly identify high-risk persons requiring the vaccine f. Plan to prioritize limited Medical Countermeasures (MCM) based on guidance from the CDC and the HHS 2. Ensure jurisdictional capacity for distribution of MCM and supplies.	
Surge Management 1. Activate mechanisms for surging public health responder staff. 2. Activate volunteer organizations.	Ongoing
Public Health Coordination with Healthcare Systems 1. In partnership with health care coalitions, develop triggers for enacting crisis/contingency standards of care. 2. Coordinate with Hospital Preparedness Program (HPP) entities, healthcare coalitions, health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community. 3. Prepare for increased demands for services, expansions of public health functions, increases in administrative management requirements, and other emergency response surge needs. 4. Train hospitals, long-term care facilities and other high-risk facilities on infection prevention and control. 5. Actively monitor healthcare system capacity and develop mitigation strategies to preserve healthcare system resources. 6. Execute authorities for responding to healthcare system surge and implement activities to mitigate demands on the healthcare system. Plan to activate crisis/contingency standards of care.	Ongoing
Infection Control 1. Follow updated CDC guidance on infection control and prevention and PPE. 2. Engage with healthcare providers and healthcare coalitions to address issues related to infection prevention measures, such as: a. Changes in hospital/healthcare facility visitation policies b. Social distancing c. Infection control practices in hospitals and long-term care facilities, such as: i. PPE use ii. Hand hygiene iii. Source control iv. Isolation of patients.	

PROGRESS REPORTS

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

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The following page(s) contain the backup material for Agenda Item: 9:20 County Health Officer Contract

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

Campbell County
wyoming

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Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: County Health Officer Contract

DATE: 06/29/2021

Attached you will find the Contract between the Wyoming Department of Health, Public Health Division and the Campbell County Commissioners for the County Health Officer. The purpose of this contract is to set forth the terms and conditions by with the County will ensure the County Health Officer provides additional support to the Public Health Nursing Office in relation to public health and preparedness and response. The award amount is $9,600.00 in which a 10% match is required (Public Health has the match in their budget). These funds are federal funds (CFDA# 93.069). HR/RISK, County Attorney's Office and Grants have reviewed the document and requested no revisions.

A representative from Public Health will be presenting this contract.

Thank you!

CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY

1. **Parties.** The parties to this Contract 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 (Subrecipient), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Contract concerns the Public Health Preparedness and Response Unit, Public Health Nursing Unit, and Infectious Disease Epidemiology Unit.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall ensure its appointed County Health Officer (CHO) provides additional support to the Subrecipient's Public Health Nursing Office in relation to public health preparedness and response.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2021 or Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term.

4. **Payment.**

   A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Public Health Preparedness and Response County Health Officer Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed nine thousand, six hundred dollars ($9,600.00). Funding will be distributed every three (3) months in four (4) payments of two thousand, four hundred dollars ($2,400.00) beginning July 2021. Subrecipient must match ten percent (10%) of total federal funding. The match may be provided directly or through donations from public or private entities and may be in cash or in kind. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of the match. Restrictions upon funding are outlined in the 2019-2024 Public Health Emergency Preparedness (PHEP) Cooperative Agreement CDC-RFA-TP19-1901-01 and supplemental guidance, which is incorporated into this Contract by this reference.

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

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

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

(ii) Personal Vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. When private vehicle transportation is used, the mileage reimbursement rate per the Governor's then-current memorandum will be used.

(iii) Miscellaneous Travel Expenses. The Agency agrees to reimburse the Subrecipient's miscellaneous travel expenses related to the performance of this Contract. Miscellaneous expenses will be reimbursed based on actual costs for round trip transportation by taxi or shuttle to and from airport and hotel; airport economy parking; and road tolls. Miscellaneous expenses must be approved by the Agency prior to purchases being made.

D. Lodging.

The Agency agrees to reimburse Subrecipient's lodging expenses related to the performance of this Contract. The Subrecipient shall be reimbursed for lodging/hotel up to the amount prescribed for the traveler's destination at the federal standard per diem rate per day. Requests for reimbursement shall state the amount allowed for lodging/hotel and list the actual number of travel days on the Subrecipient's invoice. Pre-tax lodging amounts exceeding the prescribed General Services Administration (GSA) rate must be pre-approved by the Agency.

E. Meals.

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

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

A. Provide the services described in Attachment A.

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

A. Pay Subrecipient in accordance with Section 4 above.

B. Provide support as described in Attachment A.

C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.

7. **Special Provisions.**

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

B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract 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 Contract may be terminated without penalty if a private entity that receives funds under this Contract:

(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.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract 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 Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. 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 Contract; and to observe personnel in every phase of performance of Contract related work.

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

H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, 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 Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

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

K. **Administration of Federal Funds.** Subrecipient 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.

L. **Copyright License and Patent Rights.** Subrecipient 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 Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

M. **Federal Audit Requirements.** Subrecipient 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. Subrecipient 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 Contract, Subrecipient 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.

N. **Non-Supplanting Certification.** Subrecipient 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. Subrecipient 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 Contract.

O. **Program Income.** Subrecipient 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 Contract must be used to increase the scope of the program or returned to Agency.

8. **General Provisions.**

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

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

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

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient 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 Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

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

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

G. **Compliance with Laws.** The Subrecipient 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 Contract.

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 Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient 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 Contract.** This Contract, consisting of twelve (12) pages; and Attachment A, Public Health Preparedness and Response County Health Officer Statement of Work, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

J. **Ethics.** Subrecipient 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 Subrecipient's profession.

K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract 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 Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

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

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

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

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

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 Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents 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 Subrecipient 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 Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient 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 Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

S. **Insurance Requirements.**

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

(ii) All policies should be primary over any insurance or self-insurance program carried by the Subrecipient 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 Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Subrecipient 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 a "occurrence" policy, the information provided shall include, but it 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 Subrecipient, such insurance in the name of the Subrecipient or sub-subrecipient, 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 Subrecipient under this Contract.

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

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

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

(i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

(a) $1,000,000.00 each occurrence;
(b) $1,000,000.00 personal injury and advertising injury;
(c) $2,000,000.00 general aggregate; and
(d) $2,000,000.00 products and completed operations.

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

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

The Subrecipient shall provide the Agency with a Certificate of Good

Standing or proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Subrecipient through the Wyoming Department of Workforce Services' workers' compensation program, Subrecipient shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum requirements 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 Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient 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 Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract 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 Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

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 Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed,

either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

W. **Taxes.** The Subrecipient 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 Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract.

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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

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

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:
Wyoming Department of Health, Public Health Division

Michael A. Ceballos, Director — Date

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

SUBRECIPIENT:
Campbell County

Chairman, Campbell County Board of Commissioners — Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney — Date

COUNTY CLERK'S ATTESTATION

Campbell County Clerk — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for Tyler M. Renner, Senior Assistant Attorney General — 3/19/21 Date

ATTACHMENT A
PUBLIC HEALTH PREPAREDNESS AND RESPONSE COUNTY HEALTH OFFICER
STATEMENT OF WORK

GENERAL DESCRIPTION

This document is a Statement of Work (SOW) to identify and describe important milestones and deliverables for Campbell County (Subrecipient) as part of the County Health Officer (CHO) Contract with the Wyoming Department of Health, Public Health Division (Agency). The goal of the project is to provide supplemental funding to the Subrecipient for payment to the CHO to ensure the appointed CHO provides additional support to the Subrecipient and the Subrecipient's Public Health Nursing Office in relation to public health emergency preparedness and response.

These supplemental funds and the additional duties that are required to obtain the funding will strengthen the local and county response to public health emergencies as well as ensure clinical and medical guidance and leadership in public health emergency matters in supporting the existing public health infrastructure within the county.

PAYMENT

The source of funds for this Contract is Cooperative Agreement from Centers for Disease Control Catalog of Federal Domestic Assistance (CFDA) No. 93.069, in the amount nine thousand, six hundred dollars ($9,600.00).

Restrictions upon funding are as follows:

A. Restrictions upon funding are outlined in the *2019–2024 Public Health Emergency Preparedness (PHEP) Cooperative Agreement CDC-RFA-TP19-1901-01 and Supplemental Guidance*.

B. All expenditures must support and relate to this Attachment A, Public Health Preparedness and Response County Health Officer Statement of Work, and 2019–2024 Public Health Emergency Preparedness (PHEP) Cooperative Agreement CDC-RFA-TP19-1901-01 and Supplemental Guidance.

TIMELINE AND DELIVERABLES

The following table shows specific tasks, milestones, completion dates, and estimated payments. This includes work to support the county in public health emergency preparedness and response.

Timetable and Deliverables for Subrecipient			
Description	**Months**	**Cost**	**Date**
CHO Duties	Three (3)	Estimated one quarter (1/4) payment	Upon execution of the Contract

The Subrecipient shall appoint a CHO and establish procedures to ensure the CHO performs the following:

1. The CHO shall provide support and expertise to Subrecipient's emergency planners as needed to ensure the Subrecipient is prepared for public health emergencies. Any exceptions to this provision must be approved by the State Health Officer of the Wyoming Department of Health (SHO). Expected time spent is one (1) hour per two (2) month period.

2. The CHO shall work in conjunction with the SHO, the Subrecipient, and the Subrecipient's Public Health Nursing (PHN) Office during public health emergencies. As such, the CHO is expected to participate in meetings or conference calls with the Agency or local officials as needed for the public health response. Expected time spent is variable depending on emergencies.

3. The CHO shall participate in scheduled meetings, in person or via conference call, with the SHO and fellow county health officers to discuss issues of statewide concern. These meetings will be scheduled quarterly and the CHO shall attend a minimum of two (2) per year. Additional meetings may be warranted as determined by the SHO. An attempt will be made by the Subrecipient to schedule one (1) of these meetings during the annual Wyoming Public Health Association meeting. The CHO is encouraged to attend the annual Wyoming Public Health Association meeting, which is usually a three (3) day commitment. The CHO shall be reimbursed for attendance at this meeting by the Agency, if funding is available and with prior approval, up to the amount prescribed for the traveler's destination at the federal standard per diem rate per day. Anticipated time spent is a minimum of two (2) hours and a maximum of thirty-two (32) hours per Contract term.

4. The CHO shall participate in a one (1) hour, monthly meeting with the Subrecipient's PHN Office in order to review medical plans and contingencies, the protocols for events, the role of public health in county emergencies, and other issues of concern.

5. The CHO shall participate in various exercises that may be scheduled in the county. Expected time is four (4) hours per Contract.

6. The CHO is encouraged to develop and maintain a close working relationship with the Subrecipient's Local Emergency Planning Committee (LEPC). Attendance at the

meetings is strongly encouraged. Expected time spent is variable depending on meeting frequency in the county.

7. The CHO shall determine, in coordination with the Subrecipient's PHN Manager, Public Health Response Coordinator, and other local emergency planners, what role the CHO will have in the local emergency response incident management structure. If the CHO is identified as filling a command or general staff position in the county Incident Command System (ICS), appropriate training must be obtained (the Agency can assist with finding appropriate training). If the CHO is identified to fill a role in the county Emergency Operations Center, the CHO must work with the PHN Office and the county Emergency Management/Homeland Security Coordinator to identify and obtain appropriate training. Expected time spent is variable depending on the identified role of the CHO.

8. The CHO shall submit a progress report by January 31, 2022 and July 31, 2022. Template progress report will be emailed to the Subrecipient and CHO prior to report deadlines. The January payment will only be made once the CHO progress report has been submitted.

Description	**Months**	**Cost**	**Date**
Subrecipient Duties	Twelve (12)	N/A	Upon execution of the Contract

The Subrecipient shall notify the Agency if there is a change in the physician appointed as the CHO.

The Subrecipient shall provide a financial report to the Agency at the conclusion of the Contract summarizing the payment of funds to the CHO.

If funds are not expended, they will be returned to the Agency within thirty (30) days of the final day of this Contract.

The following page(s) contain the backup material for Agenda Item: 9:25 Certificate of State Grant Aid, 2021 Airport Marketing & Promotion

*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

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

Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Airport Marketing Grant 2021

DATE: 06/29/2021

Attached you will find the Airport Marketing and Promotions grant offer. The purpose of this agreement is to supply funds to be used to market the Airport. The award amount is $40,000 (state funds) and there is a match required of $40,000, which the Airport has in its budget. HR/RISK, County Attorney and Grants have reviewed the attached document and have requested no revisions.

A representative from the Airport will be presenting this contract.

Thank you!

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

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

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AGC027X to CAMPBELL CO (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Northeast Wyoming Regional Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of $40,000.00, or at a rate of Fifty percent (50.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is $40,000.00, or at a rate of Fifty percent (50.00%) of eligible costs.

The description of work to be accomplished is as follows:

2021 Marketing and Promotion

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

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

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

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

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

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

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

_____

Sponsor's Representative

_____

Title Date

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

_____

Aeronautics Administrator Date

The following page(s) contain the backup material for Agenda Item: 9:30 American Rescue Plan Application, Concessions

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

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Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: American Rescue Plan Application- Concessions

DATE: 06/29/2021

Attached you will find an application for the Airport for American Rescue Plan funding. The allocated amount is $25,270 in which funds can be used for relief from rent and minimum annual guarantees to small airport concessions (in this case car rental companies). These funds are federal funds (CFDA 20.016) and the Airport does not have these funds in their budget. There are no matching funds required.

A representative from the Airport will be presenting this contract.

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: Wednesday 17, 2021

Grant Fiscal Year: FY 2021 Period of Performance: 2021 - 2024

Grant Project Name: CARES Development SF-424 ARP Concessions

Funding Agency: Federal Aviation Administration (FAA)

CFDA #: 20.016 Circle One: FEDERAL/ STATE/ LOCAL/ OTHER Funding: Federal

Application Due Date to Funding Agency: Friday July 30, 2021

Campbell County Department Applying for Grant: Aiprort

Grant Amount Request: $25,270 Business Unit where Grant is Budgeted: _____

Match Amount Request: $0.00 Match Sources: None

Please describe the purpose of this grant and how this project relates to the departments mission and how this project will benefit Campbell County: This grant is the American Recovery Plan will be used in accordance to provide relief from rent and minimum annual guarantees to eligible small airport concessions located at primary airports.

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? The goal for this grant is to make the airport/ county whole with offsetting the CPI percentage for the concessions rent.

Office Use Only:

Grants Specialist Review: _____

Revisions Required: _____

Revisions Received: _____

Commissioner Approval Date: _____ Date Returned to Department: _____

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:	4. Applicant Identifier:
NA	GCC (Northeast Wyoming Regional) Gillette, WY

*5b. Federal Entity Identifier:	*5b. Federal Award Identifier:
56-0012	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: County of Campbell/Northeast Wyoming Regional Airport Board

*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
83-6000103	07-141-3140

d. Address:

*Street 1: 2000 Airport Road Suite 108
Street 2:
*City: GILLETTE
County/Parish:
*State: WY
Province:
*Country: USA: United States
*Zip / Postal Code 82716

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Todd
Middle Name:
*Last Name: Chatfield
Suffix:

Title: Airport Executive Director

Organizational Affiliation:

*Telephone Number: 307-686-1042 Fax Number:

*Email: tcc75@ccgov.net

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

$20,216 to provide relief from rent and minimum annual guarantees to eligible small airport concessions located at primary airports.
$5,054 to provide relief from rent and minimum annual guarantees to eligible large airport concessions located at primary airports.

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: *b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA *b. End Date: NA

18. Estimated Funding ($):

*a. Federal	$25,270
*b. Applicant	$0
*c. State	$0
*d. Local	$0
*e. Other	$0
*f. Program Income	$0
*g. TOTAL	$25,270

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

_____

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: _____

Middle Name: _____

*Last Name: _____

Suffix: _____

*Title:

*Telephone Number: | Fax Number:

* Email:

*Signature of Authorized Representative: | *Date Signed:

The following page(s) contain the backup material for Agenda Item: 9:35 American Rescue Plan Application, Airport

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

Campbell County
wyoming

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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
Robert Maul, Chairman
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Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: American Rescue Plan Application- Airport

DATE: 06/29/2021

Attached you will find an application for the Airport for American Rescue Plan funding. The allocated amount is $1,145,381 in which funds can be used for operations, personnel, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. The Airport is seeking to use these funds to install a HVAC system that includes HEPA filters. These funds are federal funds (CFDA 20.016) and the Airport does not have these funds in their budget. There are no matching funds required.

A representative from the Airport will be presenting this contract.

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: Wednesday 17, 2021

Grant Fiscal Year: FY 2021 Period of Performance: 2021 - 2024

Grant Project Name: CARES Development SF-424 ARP

Funding Agency: Federal Aviation Administration (FAA)

CFDA #: 20.016 Circle One: FEDERAL/ STATE/ LOCAL/ OTHER Funding: Federal

Application Due Date to Funding Agency: Friday July 30, 2021

Campbell County Department Applying for Grant: Aiprort

Grant Amount Request: $1,145,381 Business Unit where Grant is Budgeted: _____

Match Amount Request: $0.00 Match Sources: None

Please describe the purpose of this grant and how this project relates to the departments mission and how this project will benefit Campbell County: This grant is the American Recovery Plan will be used in accordance for costs related to operations, personnel, cleaning, sanitation, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

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? The goal for this grant is to update HVAC systems and fixtures to help stop the spread of pathogens. Also update cleaning equipment and help pay expenses for the janitorial cleaning done at the airport.

Office Use Only:

Grants Specialist Review: _____

Revisions Required: _____

Revisions Received: _____

Commissioner Approval Date: _____ Date Returned to Department: _____

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

$1,145,381 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: *b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA *b. End Date: NA

18. Estimated Funding ($):

*a. Federal	$1,145,381
*b. Applicant	$0
*c. State	$0
*d. Local	$0
*e. Other	$0
*f. Program Income	$0
*g. TOTAL	$1,145,381

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

_____

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: _____

Middle Name: _____

*Last Name: _____

Suffix: _____

*Title:

*Telephone Number: | Fax Number:

* Email:

*Signature of Authorized Representative: | *Date Signed:

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:	4. Applicant Identifier:
NA	GCC (Northeast Wyoming Regional) Gillette, WY

*5b. Federal Entity Identifier:	*5b. Federal Award Identifier:
56-0012	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: County of Campbell/Northeast Wyoming Regional Airport Board

*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
83-6000103	07-141-3140

d. Address:

*Street 1: 2000 Airport Road Suite 108
Street 2:
*City: GILLETTE
County/Parish:
*State: WY
Province:
*Country: USA: United States
*Zip / Postal Code 82716

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Todd
Middle Name:
*Last Name: Chatfield
Suffix:

Title: Airport Executive Director

Organizational Affiliation:

*Telephone Number: 307-686-1042 Fax Number:

*Email: tcc75@ccgov.net

The following page(s) contain the backup material for Agenda Item: 9:40 General Aviation Terminal Grant Agreement

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

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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
Robert Maul, Chairman
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D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Grant Agreement General Aviation Terminal Grant Agreement

DATE: 06/24/2021

Attached you will find a grant agreement for the construction of the General Aviation Building. This agreement is for $3,010,472.00 which is federal dollars (20.106). No matching funds are required. HR/RISK, County Attorney and Grants have reviewed the document and requested no revisions.

A representative from the Airport will present this agreement.

Thank you!

U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

July 1, 2021

Mr. Robert Maul, Chairman
Campbell County Board of Commissioners
500 South Gillette Avenue, Suite 1100
Gillette, WY 82716

Mr. Luke Malyurek, President
Northeast Wyoming Regional Airport Board
2000 Airport Road
Gillette, WY 82716

Dear Commissioner Maul and Mr. Malyurek:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0012-047-2021 at the Northeast Wyoming Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The grant must be executed no later than August 06, 2021, in order for the grant to be valid.
- The sponsor's authorized representative must execute the grant by providing their electronic signature.
- Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- You may not make any modification to the text, terms or conditions of the grant offer.
- Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
    1. Non-construction project: Due annually at the end of the Federal fiscal year.
    2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Paulette Lugo is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Paulette Lugo at (303)342-1256.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

John P Bauer (Jul 1, 2021 13:16 MDT)

John P. Bauer
Manager, Denver Airports District Office

Enclosures

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	July 1, 2021
Airport/Planning Area	Northeast Wyoming Regional Airport
FY2021 AIP Grant Number	3-56-0012-047-2021 [Contract No. DOT-FA21NM-1064]
Unique Entity Identifier	07-141-3140

TO: County of Campbell, Wyoming and the Northeast Wyoming Regional Airport Board
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated November 03, 2020 and amended on June 10, 2021, for a grant of Federal funds for a project at or associated with the Northeast Wyoming Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Northeast Wyoming Regional Airport (herein called the "Project") consisting of the following:

Construct Terminal Building (General Aviation Terminal) (phase 1)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $3,010,472.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning;
   $3,010,472 airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 06, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a, land project, if funds are available:

   1. 15 percent; or
   2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if

applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:
   1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
   2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
   3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
   1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
   2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
   3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
   1. Is determined to have violated a prohibition in paragraph a. of this condition; or
   2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
      a. Associated with performance under this Grant; or
      b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
   1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —
   1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
      i. Gross mismanagement of a Federal grant;
      ii. Gross waste of Federal funds;
      iii. An abuse of authority relating to implementation or use of Federal funds;
      iv. A substantial and specific danger to public health or safety; or
      v. A violation of law, rule, or regulation related to a Federal grant.
   2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      i. A member of Congress or a representative of a committee of Congress;
      ii. An Inspector General;
      iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

SPECIAL CONDITIONS

25. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

26. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

27. **AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

28. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).

29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

30. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            a. Location of all runways, taxiways, and aprons;
            b. Dimensions;
            c. Type of pavement; and,
            d. Year of construction or most recent major rehabilitation.

        2. Inspection Schedule.

            a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            a. Inspection date;
            b. Location;
            c. Distress types; and
            d. Maintenance scheduled or performed.

        4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

31. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
4. Qualifications of engineering supervision and construction inspection personnel;
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

a. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

b. Failure to provide a complete report as described in paragraph b., or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

c. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

32. **Utilities Proration.** For purposes of computing the United States' share of the allowable project costs, the allowable cost of the telecommunications, load evaluation and water/sewer included in the project must not exceed 88.00 percent.

33. **Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the General Aviation Terminal Building included in the project must not exceed 88.00 percent of the actual cost of the entire building.

34. **Utility Relocation in Project.** The Sponsor understands and agrees that:

a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities exclusively serve the Airport.

35. **State Highway Specifications.** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47105(c) or 47114(d)(5).

36. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.

37. **Airports GIS Survey.** If the Airport's GIS survey is not reflected on an updated ALP that meets FAA requirements within four (4) years from the date of the Phase 1 grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the Sponsor may be required to repay that portion of this Grant that relates to the survey work.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

John P Bauer (Jul 1, 2021 13:16 MDT)

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated

COUNTY OF CAMPBELL, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at

By: _____

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated

NORTHEAST WYOMING REGIONAL AIRPORT BOARD

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at

By: _____

(Signature of Sponsor's Attorney)

[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures

e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport noise compatibility planning.

g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

n. 49 CFR Part 20 – New restrictions on lobbying.

o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1] [2]

r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States

Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The County of Campbell, Wyoming and the Northeast Wyoming Regional Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of
July 1, 2021

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

The following page(s) contain the backup material for Agenda Item: 9:45 CARES Act Airport Grant Agreements, Development Addendum (tentative)

*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

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

Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: CARES ACT Airport Grant Agreement- Development Addendum

DATE: 06/23/2021

Attached you will find a grant agreement for the Airport AIP50 Development Addendum. In this contract, the FAA agrees to reallocate $300,000 from the CARES Act AIP46 grant to the AIP50 grant to be used for construction of the GA Terminal building. The terms of the AIP46 grant agreement are now in effect for this addendum. These are federal funds and require no matching funds. HR/RISK, County Attorney's Office and Grants have reviewed this document and requested no revisions.

A representative from the Airport will be presenting this document.

Thank you!

Bethany Raab

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

FAA DEN ADO
26805 E 68th Ave, Suite 224
Denver, CO 80249

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Robert Maul, Chairman
Campbell County Board of Commissioners
500 South Gillette Avenue, Suite 1100
Gillette, WY 82716

Mr. Luke Malyurek, President
Northeast Wyoming Regional Airport Board
2000 Airport Road
Gillette, WY 82716

SUBJECT: Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Development Addendum

Dear Commissioner Maul and Mr. Malyurek:

Please find the following electronic CARES Act Development Addendum Offer, Addendum No. 3-56-0012-050-2021 for the Northeast Wyoming Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the addendum to the individual signing the addendum; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the addendum, followed by the attorney's certification, no later than August 06, 2021 in order for the addendum to be valid.

c. You may not make any modification to the text, terms or conditions of the addendum offer.

d. The addendum offer must be digitally signed by the sponsor's legal signatory authority and then the addendum offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the addendum, an email with the executed addendum will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this addendum must be made electronically via the Delphi eInvoicing System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

The terms and conditions of this addendum require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the addendum is completed and closed, you are responsible for submitting formal reports as follows:

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- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
    1. Non-construction project: Due annually at the end of the Federal fiscal year.
    2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office with the executed Development Addendum. Please make a copy for your files.

Paulette Lugo is the assigned program manager for this addendum and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Paulette Lugo at 303-342-1256.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office

Enclosures

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U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

DEVELOPMENT ADDENDUM

Part I - Offer

Federal Award Offer Date: {{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Airport/Planning Area: Northeast Wyoming Regional Airport

CARES Addendum Number: 3-56-0012-050-2021 [Contract No. DOT-FA21NM-K1140]

Unique Entity Identifier: 071413140

TO: County of Campbell, Wyoming and the Northeast Wyoming Regional Airport Board

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Development Addendum also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an application to amend Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airport Grant Agreement 3-56-0012-046-2020 by application dated June 15, 2021, to fund Development at or associated with the Northeast Wyoming Regional Airport, included as part of this CARES Act Airport Grant Agreement Development Addendum 3-56-0012-050-2021, ("Development Addendum");

WHEREAS, the FAA has agreed with the Sponsor to amend its CARES Act Airport Grant Agreement 3-56-0012-046-2020 to reallocate $300,000 of funds awarded under 3-56-0012-046-2020 to fund specific eligible airport project(s) constituting airport Development at an eligible airport under the Sponsor's control;

WHEREAS, the Sponsor has accepted the terms of the FAA's CARES Act Airport Grant Agreement Development Addendum offer;

WHEREAS, no other terms, conditions, or assurances of the 3-56-0012-046-2020 shall be negated as a result of this Development Addendum, including provisions regarding revenue use, Buy American, and reporting requirements;

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WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Development Addendum for the Northeast Wyoming Regional Airport consisting of the following:

Construct Terminal Building (General Aviation Terminal) (phase 2)

which is more fully described in the Project Grant Application;

WHEREAS, this Development Addendum hereby amends 3-56-0012-046-2020 for the purpose of reallocating $300,000 of the funds originally provided under 3-56-0012-046-2020 to permit Northeast Wyoming Regional Airport to use not more than that amount to reimburse Northeast Wyoming Regional Airport for expenses incurred no earlier than March 27, 2020, until the specified Development funds have been fully expended, provided such expenses are directly related to eligible Development described in the Project Grant Application and listed below; and

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Project Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for the Development described in the Project Grant Application for 3-56-0012-050-2021, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-56-0012-046-2020; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Development Addendum, and in compliance with the conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred accomplishing the Development as a result of and in accordance with this Development Addendum.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-56-0012-046-2020 CONDITIONS #1-23

1a. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $300,000.

The following amounts represent the calculation(s) of the maximum total obligation by funding group, as originally allocated under 3-56-0012-046-2020, made available under the provisions of Public Law 116-136, which are hereby reallocated from 3-56-0012-046-2020 and assigned to 3-56-0012-050-2021 for the Development identified in the application:

Northeast Wyoming Regional Airport	GCC	$300,000	KPR2020

2a. **Grant Performance.** This Development Addendum is subject to the following Federal award requirements:

a. Period of Performance:

1. Remains the same as initial CARES Agreement 3-56-0012-046-2020, which is 4 years (1,460 calendar days) from the date of acceptance of that Grant Agreement. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and

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assurances that extend beyond the closeout of the Grant Agreement or this Development Addendum.

2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Addendum follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Development Addendum, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

6a. **Completing the Development Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Development without undue delays and in accordance with this Development Addendum, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the Development under the Development Addendum that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the Development stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Development Addendum and any other addendum that may be attached hereto at a later date by mutual consent. All terms, conditions, and assurances are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-56-0012-046-2020.

7a. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8a. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the Development unless this offer has been accepted by the Sponsor on or before August 06, 2021, or such subsequent date as may be prescribed in writing by the FAA.

12a. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Development Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

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22. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all Development in this Development Addendum. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Development Addendum.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 2018, is incorporated herein by reference or is submitted with the Project Grant Application and made part of this Development Addendum.

24. **Informal Letter Amendment of CARES Development.** The FAA can issue an informal letter amendment that modifies the Development description in the Project Grant Application to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

SPECIAL CONDITIONS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-56-0012-046-2020 SPECIAL CONDITIONS, AS APPLICABLE

7. **Airport Layout Plan.** The Sponsor will update the Airport Layout Plan to reflect new airport Development to assure a safe airport operating environment by properly coordinating and planning potential hazards and obstructions with the FAA and to assure safety of operations both on the airport and in the airspace surrounding the airport. CARES Act funds may be used to update the Airport Layout Plan.

8. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Development Addendum is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

DRAFT

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Development Addendum, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Development and compliance with the assurances and conditions as provided herein. Such Development Addendum shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1: signature}}

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Grant Application and incorporated materials referred to in the foregoing Offer under this Development Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer, and hereby acknowledges all terms, conditions and assures in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

COUNTY OF CAMPBELL, WYOMING

(Name of Sponsor)

{{Sig_es_:signer2: signature}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2: title}}

(Title of Sponsor's Authorized Official)

DRAFT

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer3:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Project Grant Amendment under the laws of the State of __Wyoming__. Further, I have examined the foregoing Development Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. In addition, for grants involving Development to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this Development Addendum may only be used for the Development identified herein and all terms, conditions and assurances in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum. Further, it is my opinion that the said Development Addendum and all CARES Act Grant Agreements attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at {{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer3:signature}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

NORTHEAST WYOMING REGIONAL AIRPORT BOARD

(Name of Sponsor)

{{Sig_es_:signer4: signature}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4: title}}

(Title of Sponsor's Authorized Official)

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[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer5: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Project Grant Amendment under the laws of the State of Wyoming. Further, I have examined the foregoing Development Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. In addition, for grants involving Development to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this Development Addendum may only be used for the Development identified herein and all terms, conditions and assurances in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum. Further, it is my opinion that the said Development Addendum and all CARES Act Grant Agreements attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at {{DateTime_es_:signer5:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer5: signature}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-56-0012-046-2020 AIRPORT SPONSOR ASSURANCES #1-11 IN ADDITION TO THE (A) GENERAL AND (B) SPONSOR CERTIFICATIONS

A. General.

3. These assurances are required to be submitted as part of the Project Grant Application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136 for eligible Airport Development. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

4. Upon acceptance of this Development Addendum by the sponsor, these assurances are incorporated in and become part of this Development Addendum and all CARES Act Airport Grant Agreements 3-56-0012-046-2020, previously or concurrently executed and attached hereto.

B1. Development Addendum Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Development Addendum that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Development Addendum, in addition to all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements included in all CARES Act Airport Grant Agreements 3-56-0012-046-2020, previously or concurrently executed and attached hereto, and including but not limited to the following:

FEDERAL LEGISLATION

y. Davis-Bacon Act – 40 U.S.C. 276(a), et seq.

FEDERAL REGULATIONS

r. 14 CFR Part 150 – Airport noise compatibility planning.

s. 49 CFR Part 23 – Participation of Disadvantaged Business Enterprise in Airport Concessions.

t. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.

C. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects.

The terms, conditions and assurances of this Development Addendum and all CARES Act Airport Grant Agreements attached hereto shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding

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Exclusive Rights, Airport Revenue Use and Civil Rights so long as the airport is used as an airport. Also, there shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Development Addendum, in addition to those included in all CARES Act Airport Grant Agreements 3-56-0012-046-2020, previously or concurrently executed.

3A. Good Title.

For Development, including noise compatibility program projects, to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

d. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Development Addendum without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Development Addendum and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the Sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto.

8A. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

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c. for noise compatibility program projects, make records and documents relating to the Development and continued compliance with the terms, conditions, and assurances of this Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto, including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

12. Sponsor Fund Availability.

It has sufficient funds available to assure operation and maintenance of items funded under this Development Addendum which it will own or control.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any Development funded under this Development Addendum which involves labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a through 276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veterans' Preference.

It shall include in all contracts for work on any Development funded under this Development Addendum which involves labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Planning for Development Projects.

In carrying out planning Development:

a. It will execute the Development in accordance with the approved program narrative contained in the Project Grant Application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning Development and planning work activities.

c. It will include in all published material prepared in connection with the planning Development a notice that the material was prepared using federal funds provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

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e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Development Addendum.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the Development, only if the employees are not qualified.

h. It understands and agrees that the Secretary's approval of this Development Addendum or the Secretary's approval of any planning material developed as part of this Development Addendum does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

16. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for—

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

17. Hazard Removal and Mitigation.

As required by 49 U.S.C. 40103, the safety of air transportation has been delegated to the FAA. To assure safety of flight, the airport sponsor will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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18. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, and to assure safe and efficient operation of aircraft or safety or people on the ground related to aircraft operations, the sponsor will update the airport layout plan to reflect changes to it if any of the funds provided by the CARES Act affect the following:

1. Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. The location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. All proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

19. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of June 15, 2021.

20. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

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c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

21. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Development Addendum. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

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Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

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The following page(s) contain the backup material for Agenda Item: 9:50 Coronavirus Local Fiscal Recovery Fund Award

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

Campbell County
wyoming

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www.ccgov.net

Carol J. Seeger, Commissioners
Administrative Director

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Coronavirus Local Fiscal Recovery Fund

DATE: 06/29/2021

Attached you will find Award Terms and Conditions for the Coronavirus Local Fiscal Recovery Fund Program. Campbell County is allocated $9,001,196.00. These funds are federal funds (Assistance Listing Number 21.019) and no match is required for these funds. Guidance has been issued by the Federal Government, which explains the possible uses of these funds (including, lost revenue, address negative economic impacts from COVID, supporting public health response, etc.). HR/RISK, County Attorney's Office and Grants have all reviewed the document and requested no revisions.

A representative from the Commissioner's Office will be presenting this contract.

Thank you!

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Campbell County Government 500 South Gillette Avenue, Suite 1100 GILLETTE, Wyoming 82718	DUNS Number: 071413140 Taxpayer Identification Number: 836000103 Assistance Listing Number and Title: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

_____
Authorized Representative:
Title:
Date signed:

U.S. Department of the Treasury:

_____
Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

   a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications.Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Campbell County Government
Recipient

_____
Date

_____
Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

The following page(s) contain the backup material for Agenda Item: 9:55 UW Extension Annual Salary Agreements

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

University of Wyoming Extension
Department 3354, 1000 E. University Ave.
Laramie, Wyoming 82071-2000
(307) 766-3566 • fax (307) 766-3998
e-mail: mrober38@uwyo.edu

DATE: June 15, 2021

TO: Kimberly Fry, County Coordinator

FROM: Ann Roberson, Business Manager

SUBJECT: FY 2022 County Contracts

Enclosed is a copy of the Annual Contribution Agreement for County/UWE personnel. The fringe benefit calculation is an estimated percentage that will be adjusted annually. Please have the contract signed by the County and returned to me as soon as possible. Please retain a copy for your records.

The agreement for your County Annual Compensation Agreement is as follows:

Campbell County 4-H Extension Educator, 100% benefited. County pays 50% of salary. Extension covers the balance of salary and benefits for FY22. The payment of benefits in subsequent years will be determined by UW and County Commissioners. The County will be billed quarterly by Extension.

Employee		1st Qtr. - Due Oct. 2021	2nd Qtr. - Due Jan. 2022	3rd Qtr. - Due April 2022	4th Qtr. - Due June 2022	Yearly Total
Fry, Kimberly	**Salary**	5,413.50	5,413.50	5,413.50	5,413.50	21,654.00
4-H Ext Educator	**Fringe**	N/A	N/A	N/A	N/A	N/A
	Total	5,413.50	5,413.50	5,413.50	5,413.50	21,654.00

Campbell County 4-H Extension Educator, 100% benefited. County pays 100% of salary and fringe benefits. The County will be billed quarterly by Extension.

Employee		1st Qtr. - Due Oct. 2021	2nd Qtr. - Due Jan. 2022	3rd Qtr. - Due April 2022	4th Qtr. - Due June 2022	Yearly Total
Robinson, Celeste	**Salary**	10,047.00	10,047.00	10,047.00	10,047.00	40,188.00
4-H Ext Educator	**Fringe**	4,531.25	4,531.25	4,531.25	4,531.25	18,125.00
	Total	14,578.25	14,578.25	14,578.25	14,578.25	58,313.00

If you have any questions please contact me.

ANNUAL COMPENSATION AGREEMENT

This Annual Compensation Agreement ("Agreement") is made and entered into by and between the University of Wyoming ("University") and the Commissioners of Campbell County ("County").

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an Extension professional to assist and encourage the development of 4-H Youth Development Programming (position currently held by Celeste Robinson) and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University contributes salary and employer paid benefits in the amount of $0.00 and

WHEREAS, the University and the County have entered into an Amended Memorandum of Understanding in 2018.

NOW THEREFORE, the parties agree as follows:

1. **Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute $58,313.00 annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of $14,578.25 due in October 2021, and January, March, and June 2022.**
2. **Term and termination.** The term of this Agreements shall commence on July 1, 2021 and shall remain in full force and effect until June 30, 2022, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Board of County Commissioners, Campbell County

_____ _____

Chairman Date

Kelly K. Crane June 15, 2021

Kelly K. Crane Date
Director, University of Wyoming Extension

_____ _____

Barbara Rasco Date
Dean, College of Agriculture and Natural Resources
University of Wyoming

ANNUAL COMPENSATION AGREEMENT

This Annual Compensation Agreement ("Agreement") is made and entered into by and between the University of Wyoming ("University") and the Commissioners of Campbell County ("County").

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an Extension professional to assist and encourage the development of 4-H Youth Development Programming (position currently held by Kimberly Fry); and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University contributes salary and employer paid benefits in the amount of $41,637.00 and

WHEREAS, the University and the County have entered into an Amended Memorandum of Understanding in 2018.

NOW THEREFORE, the parties agree as follows:

1. **Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute $21,654.00 annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of $5,413.50 due in October 2021, and January, March, and June 2022.**
2. **Term and termination.** The term of this Agreements shall commence on July 1, 2021 and shall remain in full force and effect until June 30, 2022, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Board of County Commissioners, Campbell County

Chairman

Date

Kelly K. Crane

June 30, 2021

Kelly K. Crane
Director, University of Wyoming Extension

Date

Barbara Rasco
Dean, College of Agriculture and Natural Resources
University of Wyoming

Date

The following page(s) contain the backup material for Agenda Item: 10:00 Weed & Pest Lease Agreement

*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.

LEASE AGREEMENT BETWEEN CAMPBELL COUNTY, WYOMING AND CAMPBELL COUNTY WEED AND PEST DISTRICT

This **LEASE AGREEMENT** ("Lease") is entered into by the Board of County Commissioners for Campbell County, Wyoming, 500 S. Gillette Avenue, Suite 1100, Gillette, Wyoming ("Lessor"), and the Campbell County Weed and Pest District, through its Board of Directors, of P.O. Box 191, Gillette, Wyoming 82717 ("Lessee"). Lessor and Lessee are sometimes referred to as the "parties."

RECITALS

A. Lessor is the sole owner of the Leased Premises defined below;

B. Lessee is a duly organized and operating district pursuant to W.S. 11-5-101 for the purpose of controlling designated and declared weeds and pests in Campbell County, Wyoming, and

C. The parties desire to enter this Lease providing for the use of the Leased Premises by Lessee defining their respective rights, duties, and liabilities.

THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

SECTION 1
GRANT OF LEASE; DESCRIPTION OF PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following "Leased Premises," located in Gillette, Campbell County, Wyoming, more particularly described as follows:

See attached "Exhibit A,"

The Leased Premises includes all of the buildings and improvements located on the real property described in Exhibit A.

SECTION 2
TERM OF LEASE; RENEWAL

The term of this Lease begins on July 1, 2021 and continues for a period of five (5) years, ending on June 30, 2026 ("Term"). Provided that: (a) Lessee is occupying the Leased Premises at the time of renewal; and (b) no event of default then exists, then Lessee may renew the Lease and extend the Term for an additional five (5) years, on the same terms and provisions as provided in this Lease. Lessee may renew this Lease for the

Renewal Term by delivering written notice to Lessor at any time before the expiration of the Term.

SECTION 3
DELIVERY OF POSSESSION; SURRENDER; USE; LESSOR ACCESS

3.1 Delivery. Lessor shall deliver full possession and control of the Leased Premises to the Lessee upon commencement of the Term. If the Lessor, for any reason whatsoever, cannot deliver possession of the said Leased Premises to the Lessor, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom. Lessee has inspected the Leased Premises, and acknowledges that the Leased Premises are now good condition.

3.2 Surrender. Lessee shall, on the last day of the Term or on earlier termination and forfeiture of this Lease, peaceably and quietly surrender and deliver the Leased Premises to Lessor free of subtenancies, including all buildings, additions, and improvements constructed or placed on the Leased Premises by Lessee, except moveable trade fixtures, all in good condition and repair. If Lessor so elects, any trade fixtures or personal property not used in connection with the operation of the Leased Premises and belonging to Lessee, if not removed at the termination or forfeiture of this Lease, shall be deemed abandoned and become the property of Lessor without any payment or offset for such fixtures or property. At Lessor's election, Lessor may remove such fixtures or property from the Leased Premises and store them at the risk and expense of Lessee. Lessee shall repair and restore all damage to the Leased Premises caused by the removal of equipment, trade fixtures, and personal property. If Lessee shall remain in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, with the consent of the Lessor, then the Lessee shall be a lessee from month to month subject to all of the other applicable covenants, terms and conditions hereof.

3.3 Use. Lessee shall neither use nor occupy the Leased Premises or any part of the Leased Premises for any ultra-hazardous business purpose. Lessee shall not permit on the premises any act, sale, or storage that may be prohibited under standard forms of property or liability insurance policies, nor use the premises for any such purposes. In addition, no use shall be made or permitted to be made that shall result in: (1) waste or destruction of the Leased Premises; (2) a public or private nuisance; (3) improper, unlawful, or objectionable use; (4) invalidating insurance coverage on the Leased Premises; (5) overload, obstruct or damage utility services; (6) overload floors; (7) installing, moving or removing any permanent fixtures or equipment without prior written permission of Lessor. Upon discovery of any of the foregoing, Lessee shall immediately take action to halt such activity.

3.4 Lessor Access. Lessor and Lessor's agents may inspect and examine the Leased Premises at all reasonable times upon twenty-four (24) hours' notice to Lessee. Lessor shall have the right to make any repairs to the Leased Premises which Lessor may deem necessary, but this provision shall not be construed to require Lessor to make repairs except as is otherwise required hereby.

SECTION 4
RENTAL

Lessee shall pay a total of One Dollar ($1.00) per year for the term of this Lease.

SECTION 5
ABANDONING PREMISES

Lessee shall not vacate or abandon the Leased Premises at any time during the term,

SECTION 6
UTILITIES

All applications and connections for utility services on the Leased Premises shall be made in the name of Lessee only. Lessee shall be solely liable for all utility charges as they become due, including but not limited to those for sewer, water, gas, electricity, telephone services and refuse disposal services. The costs of such services shall be paid by Lessee directly to such utility companies. A default by Lessee in the payment of any bill or charge of such company shall be deemed a default by Lessee under this Lease. The parties acknowledge that water for the leased premises is being provided by the Means First Extension Water and Sewer District pursuant to an agreement entered into between Campbell County and the Means First Extension Water and Sewer District. Lessee agrees to comply with all requirements set forth in such agreement. Lessee shall provide notice to Lessor in the event Lessee fails to comply with the terms of such water service agreement.

SECTION 7
MAINTENANCE; ALTERATIONS; LIENS; REGULATORY COMPLIANCE

7.1 Maintenance. Lessor shall have no obligation to maintain any portion of the Leased Premises. At Lessee's expense, Lessee shall perform all maintenance and repairs necessary to maintain the Leased Premises and improvements thereon in a first class operating condition and repair, both interior or exterior, ordinary or extraordinary, including, but not limited to, structural components, the window glass, plate glass, signage, sidewalks, curbs, parking lots, parking spaces, doors, windows, screens, awnings, locks, keys, weather stripping and thresholds as well as all interior walls, floors, walls, ceilings and floor coverings. Lessee's responsibility shall also include landscaping; irrigation; the replacement, servicing, repair and maintenance of equipment and fixtures at the Leased Premises, including the heating, ventilation, air conditioning, plumbing, electrical, and back-up generator systems, and changing filters for such systems. Lessee shall also repair and be responsible for the damage caused by stoppage, breakage, leakage, overflow, discharge or freezing of plumbing pipes, sewer lines or fixtures. If any part of the improvements is damaged by Lessee, or Lessee's employees, agents, or invitees or any breaking and entering of said improvements, Lessee shall provide Lessor with immediate written notification of all damage to the Leased Premises. After notification and approval by Lessor, repairs shall be made promptly at Lessee's expense so as to restore said improvement to its previous condition. If Lessee refuses or neglects to commence the

necessary repairs within thirty (30) days after the written demand by Lessor (other than in the case of emergency), Lessor may (but shall not be required to) make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's stock, business, equipment, or fixtures by reason thereof, and if Lessor makes such repairs, Lessee shall pay to Lessor, on demand, as Additional Rent, the cost thereof. Lessee's failure to pay shall constitute a default under this Lease. Lessee's failure to give, or unreasonable delay in giving, notice of needed repairs or defects shall make Lessee liable for any loss or damage resulting from delay or needed repairs. Lessee shall keep Lessor informed of any existing service and/or maintenance contracts and shall provide Lessor the opportunity to review such contracts prior to entering into the same. During any warranty period following new construction, Lessee shall report to Lessor quarterly in writing showing that all required preventative maintenance is being performed.

7.2 Alterations. Lessee shall not make or allow to be made any alterations or physical additions or structural changes in or to the Leased Premises without first obtaining the prior written consent of Lessor, which Lessor may give or withhold in its sole or complete discretion. All additions, alterations, and improvements shall be made under contracts that provide for specific lien waivers from all persons otherwise entitled to a lien in exchange for each progress payment. All contractors, mechanics or laborers used by Lessee in performance of any such work shall be subject to Lessor's prior approval. Any and all such alterations, additions or improvements when made to the Leased Premises by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease by lapse of time or otherwise unless Lessor, by notice to Lessee at the time Lessor approves such alterations, additions or improvement, elects to have them removed by Lessee, in which event the same shall be removed at the expiration of the Lease at Lessee's expense. Lessee shall promptly repair or pay for repairing any damage to the Leased Premises caused by the installation or removal of any such alterations, additions or improvements. This Section shall not apply to movable equipment or furniture of Lessee other than as related to damage to the Leased Premises caused by installation or removal of such property.

7.3 Liens. Lessee shall keep the Leased Premises free from any liens, including but not limited to mechanic's liens, arising from any act or failure to act on the part of Lessee, and if any such lien arises, Lessee shall have forty-five (45) days from the date it receives notice thereof from Lessor to remove any such lien.

7.4 Regulatory Compliance. Lessee shall be solely responsible for compliance with all building, fire, health, and sanitary codes and regulations, and any other codes and regulations relative to the Leased Premises, except if it is determined that a violation exists which is a result of the original construction of the building, or any other action of the Lessor, and not as a result of the particular use by Lessee.

SECTION 8
LIABILITY OF LESSOR

Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or for any injury or damage to any property of Lessee. The provisions of this Lease permitting Lessor to enter and inspect the Leased Premises are made to insure that Lessee is in compliance with the terms and conditions of this Lease and to insure that Lessee makes repairs which Lessee has failed to make. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes. Lessee waives all claims against Lessor for damages to goods or for injuries to persons on or about the premises. Lessee agrees to pay for all damage to the building, as well as all damage or injury suffered by Lessee or occupants thereof caused by misuse or neglect of the premises by Lessee.

SECTION 9
DESTRUCTION OF LEASED PREMISES

9.1 Total Destruction. If the Leased Premises are destroyed or rendered totally uninhabitable by fire, windstorm, or other cause beyond Lessor's control, but not by Lessee's own negligence, then this Lease shall terminate as of the date of destruction.

9.2 Partial Destruction. If the Leased Premises are damaged by fire, windstorm or other cause beyond Lessor's control, but not by Lessee's own negligence, so as to render the Leased Premises partially uninhabitable, but repairable at a reasonable time, then Lessor may, within a reasonable time, restore the Leased Premises to substantially the same condition as the Leased Premises were in prior to the damage. In such event, this Lease shall remain in full force and effect. If Lessor elects not to restore the Leased Premises, then this lease shall terminate as of the date of Lessor's election.

SECTION 10
CONDEMNATION

10.1 Total Condemnation. If the entire Leased Premises, or such portion thereof as will make the remainder unsuitable for the use permitted by this Lease, is condemned by any legally constituted authority, or if any conveyance or other acquisition in lieu of such condemnation is made, then this Lease shall terminate as of the date possession is required by the condemnor.

10.2 Partial Condemnation. If a portion of the Leased Premises is condemned but the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate but shall continue in full force and effect, and a portion of the rent for the rest of the term shall be abated in proportion to the amount of the Leased Premises taken.

10.3 Condemnation Compensation. All compensation paid in connection with the condemnations shall belong to and be the sole property of Lessor.

SECTION 11
INDEMNITY

Lessee shall indemnify, defend, and hold harmless Lessor from and against all liability, liens, damages, claims demands, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the Lease Premises or Lessee's operations, conduct or activities, including, without limitation, any damage or injury to any person or property. The indemnification provided by this Section shall include Lessor's reasonable legal costs and attorney's fees, litigation expenses and settlement expenses in connection with any such claim, action or proceeding. Lessee does hereby release Lessor from all liability for any accident, damage or injury caused to person or property on or about the Leased Premises, unless due to gross negligence or willful misconduct on the part of Lessor, it's agents and employees.

SECTION 12
DEFAULT AND
REMEDIES

12.1. Events of Default. Any of the following shall be deemed an "Event of Default" and a breach of this Lease:

(a) Lessee's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Lessee and if curable, the failure continues for fifteen (10) days after notice thereof is given to Lessee;

(b) Abandonment of the Leased Premises;

(c) The levying of a writ of execution or attachment on or against the Leased Premises or Lessee's interests therein as the property of Lessee and the same not being released or discharged within sixty (60) days thereafter; or

(d) The filing or execution or occurrence of: (i) a petition in bankruptcy by or against Lessee; (ii) a general assignment by Lessee for the benefit of creditors; or (iii) the taking by any party of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity.

12.2 Remedies. Upon the occurrence of any Event of Default, in addition to any other remedy or right it has hereunder or by law:

(a) Lessor shall have the right to cancel and terminate this Lease, and all of the right, title, and interest of Lessee under this Lease, by giving to Lessee not less than thirty (30) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee under this Lease shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed

in the notice of cancellation and termination were the end of the term originally set forth in this Lease.

(b) Lessor may elect, but shall not be obligated, to make any payment required of Lessee in this Lease or comply with any agreement, term, or condition required by this Lease to be performed by Lessee. Lessor shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible under this Lease in the case of any default.

(c) Lessor may reenter the Leased Premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After reentry, Lessor may terminate the lease on giving thirty (30) days' written notice of termination to Lessee. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Leased Premises, which sum shall be immediately due to Lessor from Lessee.

(d) After reentry, Lessor may relet the Leased Premises or any part of the Leased Premises for any term without terminating this Lease, at the rent and on the terms as Lessor may choose. Lessor may make alterations and repairs to the Leased Premises. The duties and liabilities of the parties if the Leased Premises are relet as provided in this Section shall be as follows:

(i) In addition to Lessee's liability to Lessor for breach of the Lease, Lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Lessor under the new Lease and the rent installments that are due for the same period under this Lease.

(ii) Lessor shall have the right, but shall not be required, to apply the rent received from reletting the Leased Premises to: (1) reduce the indebtedness of Lessee to Lessor under this Lease, not including indebtedness for Rent; (2) expenses of the reletting and alterations and repairs made; (3) Rent due under this Lease; or (4) payment of future Rent under this Lease as it becomes due.

(iii) If the new Lessee does not pay a rent installment promptly to Lessor and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than Rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided for in this section and during any rent installment period are less than the rent payable for the corresponding installment period under this Lease, Lessee shall pay Lessor the deficiency separately for each rent installment deficiency period and before the end of that period. Lessor may at any time after a reletting terminate this Lease for the breach on which Lessor had based the reentry and subsequently relet the Leased Premises.

(e) After reentry, Lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of Lessee. The receiver may carry on the business of Lessee and take possession of the personal property used in the business of Lessee, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee. Proceedings for the appointment of a receiver by Lessor or the appointment of a receiver and the conduct of the business of Lessee by the receiver shall not terminate and forfeit this Lease unless Lessor has given written notice of termination to Lessee as provided in this Lease.

12.3 Fees and Costs. In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor employs an attorney or attorneys for the enforcement of this Lease, or any part thereof, or to recover possession of the Leased Premises, the Lessee agrees to pay the Lessor all reasonable attorneys' fees, other professional fees, and costs incurred by the Lessor in connection therewith.

SECTION 13
INSURANCE

During the Term of this Lease, Lessee shall obtain and maintain at its sole expense, the following types and amounts of insurance. (i) Lessee shall carry insurance to fully protect it against loss or damage to the property of Lessee, or its agents or employees by any casualty that is coverable by fire and extended coverage insurance for the full insurable value of Lessee's personal property and leasehold improvements, and all such insurance shall contain or be endorsed with a clause waiving all rights of subrogation; it being the intent of the parties hereto to assign the entire risk of loss arising out of damage to Lessee's property to Lessee or to Lessee's insurance carrier pursuant to such policies of insurance. (ii) Lessee shall keep in full force and effect fire and extended coverage insurance on the Lease Premises in the amount of Two Million One Hundred Thousand Dollars ($2,100,000). (iii) Lessee shall keep in full force and effect commercial general liability insurance, covering Lessee and naming Lessor as additional insured with terms and companies satisfactory to Lessor, on an Occurrence form with a limit of not less than One Million Dollars ($1,000,000) for any (1) occurrence and One Million Dollars ($1,000,000) in aggregate. Lessee shall provide Lessor certificates of insurance for the aforementioned coverages prior to Term commencement. Lessee shall continuously furnish and keep furnished certificates of insurance, provided directly to the Lessor by the insurance carrier, upon any changes to, amendments to or cancellation of any current policy for which the Lessor has already received a certificate of insurance. Any such insurance shall carry a provision providing that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Lessor. Lessee agrees by entering into this Lease to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Lessee to enter into an pre-loss agreement to waive subrogation without an endorsement, then Lessee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Lessee enter into such an agreement on a pre-loss basis.

SECTION 14
MISCELLANEOUS

14.1 Amendment and Waiver. The parties agree that the terms and conditions of this Lease may be amended or modified at any time upon written agreement of the parties. No provision of this Lease may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Lease. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

14.2 Governing Law; Governmental Immunity; Remedies Cumulative. Construction, interpretation, and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Lease and venue shall be the Sixth Judicial District, Campbell County, Wyoming. Lessor does not waive governmental immunity and all defenses available to it pursuant to W.S. 1-39-101 et. Al. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently herewith or from time to time, and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

14.3 Attorney Fees. Lessee shall be liable to Lessor for reasonable attorney's fees incurred by Lessor in connection with the collection, or attempt to collect, any damages arising from any act or omission of Lessee, or its agents, or from Lessee's failure to fulfill any obligations or responsibilities provided under this Lease.

14.4 Severability. The provisions of this Lease shall be severable, and if any provision shall be prohibited by law, invalid, or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

14.5 Headings. All section headings have been inserted for convenience of reference purposes only and shall have no force or effect.

14.6 Successors and Assigns. This Lease is binding upon and inures to the benefit of the parties and their legal representatives, successors, and assigns, as the case may be. Notwithstanding the foregoing, Lessee shall not be entitled to assign or transfer this Lease or any of its rights, benefits and/or obligations under this Lease without the prior written consent of Lessor, which may be granted or denied in its sole discretion.

14.7 No Assignment; Mortgage, Sublease. Neither Lessee nor its successors or assigns shall assign, mortgage, pledge, or encumber this Lease or sublet the Leased Premises, in whole or in part, or permit the Leased Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law without the prior, express, and written consent in writing of Lessor in each instance. If this Lease is assigned or transferred or if all or any part of the Leased Premises is sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, transferee, sublessee, or occupant

and apply the net amount collected to the rent reserved in this Lease. However, any such assignment, subletting, occupancy, or collection shall not be deemed a waiver of any agreement or condition of this Lease or the acceptance of the assignee, transferee, sublessee, or occupant as Lessee. Lessee shall continue to be liable under this Lease in accordance with its terms and conditions and shall not be released from the performance of the terms and conditions of this Lease. The consent by Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any future transfer of interest.

14.8 Right of Lessor to Convey and Mortgage. Lessor shall have the right to voluntarily convey the Leased Premises at any time, subject to the provisions of this Lease. Lessor shall have the right to mortgage the Leased Premises at any time during the term of this Lease, and any mortgage on the Leased Premises shall have priority over this Lease. No act other than the execution of this Lease by the Lessee shall be required as evidence of the right of the Lessor to mortgage the Leased Premises or of the priority of the mortgage, provided that the Lessor shall agree in writing that if the Lessor shall default in making any of the payments required or in performing any of the other covenants in the mortgage, the Lessee shall have the right to perform such covenants to prevent foreclosure of the mortgage, and the Lessee shall have the privilege of deducting all mortgage payments made and expenses incurred in performing the other covenants of the mortgage from the Rents to become due to the Lessor under the Lease.

14.9 Notice. All notices under this Agreement shall be made in writing and shall be duly given if personally delivered or if mailed, by certified or registered mail, return receipt requested, first-class postage prepaid, if to Lessee at:

Campbell County Weed & Pest
P.O. Box 191
Gillette, WY 82717
Att: Director of Weed & Pest

And if to Lessor at:

Office of Campbell County Commissioners
500 S. Gillette Ave., Ste. 1100
Gillette, WY 82716
Attn: Executive Director of Administration

14.10 Counterparts, Facsimile Transmissions. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease. It is the intention of the parties that the counterparts of this Lease may be executed and delivered by facsimile or via any other method of electronic signature by any of the parties to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

In addition, the parties intend for the execution of this Lease and the signatures hereto to be deemed to include electronic or digital signatures or the keeping in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. § 7001 et seq.) or any other similar state laws based on the Uniform Electronic Transactions Act.

14.11 Force Majeure. No party shall be liable for failure to perform under this Lease 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, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform notifies the other parties as soon as practicable 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

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

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, whom have the authority to bind the respective parties, have executed this Lease as of the dates indicated below.

LESSOR: CAMPBELL COUNTY BOARD OF COMMISSIONERS

_____ _____

Robert Maul, Chairman Date

ATTEST:

_____

Susan F. Saunders, County Clerk

LESSEE: CAMPBELL COUNTY WEED AND PEST DISTRICT

_____ _____

Chairman Date

EXHIBIT "A"

Lease Land Description

A parcel of land located in the NW1/4NW1/4 of Section 16, T.50N., R.72W., of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the Northwest Section corner of said Section 16, thence S 00° 28' 46" E along the West line of said Section 16, a distance of 508.48 feet to the TRUE POINT OF BEGINNING;

thence N 89° 31' 14" E for a distance of 634.59 feet to a point on a line;

thence S 01° 01' 59" E for a distance of 334.18 feet to a point on a line;

thence S 49° 56' 08" W for a distance of 77.77 feet to a point on a line;

thence S 89° 05' 22" W for a distance of 157.52 feet to the beginning of a curve;

thence along said curve to the right, through a central angle of 05° 23' 07.1", having a radius of 2940.82 feet, and whose long chord bears N 88° 13' 05" W for a distance of 276.31 feet to an point;

thence N 85° 31' 31" W for a distance of 9.78 feet to a point on a line;

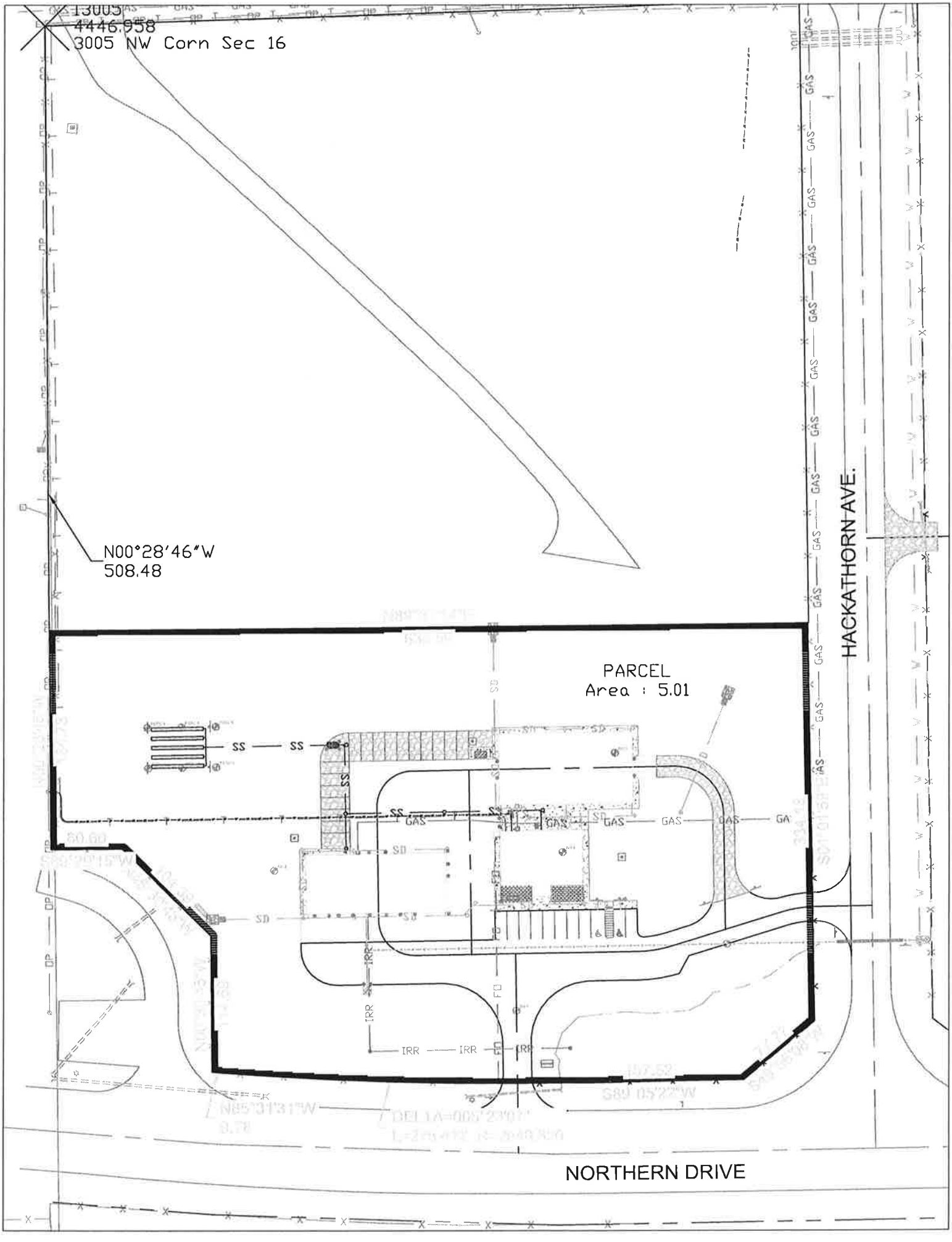
thence N 00° 30' 45" W for a distance of 114.69 feet to a point on a line;

thence N 45° 30' 45" W for a distance of 104.39 feet to a point on a line;

thence S 89° 29' 15" W for a distance of 60.60 feet to a point on a line;

thence N 00° 28' 46" W for a distance of 184.73 feet to the POINT OF BEGINNING.

Containing 5 acres, more or less.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PARCEL
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HACKATHORN AVE.
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SS
SD
GAS
IRR
FD

The following page(s) contain the backup material for Agenda Item: 10:05 Wright Inspection Services Agreement

*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.

WRIGHT INSPECTION SERVICES AGREEMENT 2021

THIS AGREEMENT is entered into by and between Campbell County, Wyoming, herein referred to as COUNTY, 500 South Gillette Avenue, Suite 1400, Gillette, Wyoming 82716; and the Town of Wright, Wyoming, herein referred to as TOWN, 395 Lariat Way, Wright, Wyoming 82732 and replaces the Wright Inspection Services Agreement 2020 signed by the same parties in 2020. Terms of the previous agreement will terminate effective June 30, 2021 and be replaced by this agreement.

WHEREAS, COUNTY is approximately 5,000 square miles in size; and a substantial number of its residents reside in the southern quarter of the County, and primarily within the boundaries of the TOWN; and COUNTY has the resources to provide building-related functions, including, but not limited to, filing and permit training, ordinance writing, form development, addressing, plan review and building inspection; resources the TOWN currently does not have;

IT IS THEREFORE AGREED, by and between the parties as follows:

COUNTY Obligations:

- Designate one (1) COUNTY Public Works employee as the main point of contact for questions and general assistance during normal business hours (M – F, 8 am to 5 pm);
- Designate up to two (2) business days per week for on-site inspections, consultation, staff training, and/or paperwork assistance in Wright, Wyoming;
- Provide training to two (2) TOWN employees, designated by the TOWN as Permit Technicians (one primary and one backup technician);
- Provide training to one (1) TOWN employee, designated by the TOWN as the Enforcement Official
- The COUNTY will assist the TOWN in the following matters; as the TOWN will be responsible for implementation and sustainment of such matters:
    - Establish 911 addressing protocols with the TOWN through the COUNTY Surveying/GIS Division;
    - Assist TOWN with zoning layer management (GIS);
    - Assist TOWN with administrative boundaries adjustments (GIS);
    - Assist TOWN with managing and maintaining interactive online mapping (GIS);
    - Assist TOWN with setting up a permit filing system;
    - Assist TOWN with deciding on a paper-based or electronic permitting system;
    - Assist TOWN in establishing a streamlined permit system utilizing blanket permits;
    - Assist TOWN in developing permit application forms, inspection report forms and other forms; necessary to document the building process; and,

- Assist TOWN with drafting ordinances for building code adoption and fee schedules.

- The COUNTY, upon request of the TOWN, may assist the TOWN by providing the following:
  - Provide residential and commercial building plan review services;
  - Provide plumbing, building, mechanical and small wastewater inspections for residential and commercial buildings;
  - Provide notification to the TOWN if the County becomes aware of a contractor failing to correct noted deficiencies;
  - Provide a final report of compliance for new construction projects; including any exceptions that are determined;
  - Provide fact witness services if needed; and,
  - Assist in the creation of a process and procedure manual for TOWN to utilize.

TOWN Obligations:

- Provide two (2) TOWN employees to act as Permit Technicians (one primary and one backup);
- Designate one (1) TOWN employee to act as a Permit Technician; who will serve as the main point of contact between COUNTY and TOWN;
- Designate one (1) TOWN employee to act as the Designated Enforcement Official; tasked with issuing correction notices, stop work orders, and/or other similar enforcement measures that may be based on inspection reports provided by the COUNTY;
- Designate one (1) TOWN employee to be the main contact with COUNTY Surveying/GIS Division for addressing purposes;
- TOWN will keep informed of, and comply with, all applicable Federal, State and local laws and regulations and shall adopt the version of all relevant codes under this agreement which are currently adopted and being enforced by COUNTY, including, but not necessarily limited to, the current International Code Council Model building codes for residential and commercial construction;
- Process permit applications and perform internal reviews for zoning compliance, utility verification, legal lot status and assignment of addresses;
- Issue permits only after all stakeholders have approved any project;
- Issue Certificates of Occupancy after successful completion of the permit and inspection process;
- Maintain accurate records and files for all projects and make available to COUNTY upon request;
- Follow TOWN's adopted legal process for appeals and variances to adopted codes and ordinances;
- Provide zoning reviews and regulation, subdivision regulation, flood plain management, nuisance and other non-building code regulatory interpretation and inspection services;

- Continue to have all required electrical permitting and inspections performed by the State of Wyoming; and,
- Continue to be solely responsible for the licensing of contractors within TOWN'S jurisdiction.

Fees

The fee for the period from July 1, 2021 to June 30, 2022 will be Thirty-Seven Thousand One Hundred Thirty Eight Dollars ($37,138.00), due July 15, 2021. A meeting between TOWN and COUNTY will occur in March of each year to discuss previous year services, any changes to this agreement, and to set the fees for the upcoming budget year.

Plan review fees for projects less than $1 million in valuation, as determined using the August Building Valuation Data Table as published by the International Code Council of the year prior to the date of permit application, are included in the $37,138.00 lump sum annual fee referenced above.

Plan review fees for projects $1 million and over are not included in the $37,138.00 lump sum fee referenced above. Such fees shall be 0.10% of the construction valuation of the building project. Valuation shall be determined using the August Building Valuation Data Table as published by the International Code Council of the year prior to the date of permit application.

Plan review fees will be due and payable by TOWN to COUNTY upon permit issuance. No fees are due if the applicant withdraws the application.

Personnel

In the performance of its obligations under this agreement, COUNTY does not intend, and is not committing, personnel to reside or otherwise be assigned to the TOWN. All inspectors or other COUNTY employees performing services under this agreement shall remain the employees of the COUNTY and the COUNTY shall have exclusive authority over those employees, including, but not limited to, work schedules, pay, time off and discipline.

TOWN will provide permit technicians and personnel to process and handle all paperwork and documentation as may be required to fulfill the intent of this agreement. COUNTY's sole responsibility will be the performance of the inspection; the results of which will be provided to the TOWN for processing and enforcement in accordance with any applicable, rule, law or regulation. Employees of the TOWN that are delegated to work with County employees shall remain employees of the TOWN and shall not be considered employees of the COUNTY for any purpose.

TOWN recognizes that COUNTY performance may be limited to notification, designation of personnel, and information provided by TOWN. Thus, TOWN agrees to provide notification, personal and any

information as required for COUNTY to complete requested assistance, tasks, or otherwise properly fulfill the terms of this agreement. COUNTY is under no obligation of assistance if such is not provided.

Indemnification

TOWN shall indemnify, hold harmless and defend COUNTY and its commissioners, trustees, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including, without limitation, reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of TOWN or any of its officers, sub-suppliers, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in this agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

COUNTY and TOWN do not waive their governmental immunity by entering into this agreement and there is no intent to create and no such third-party beneficiary status has been created by this agreement. The rights, duties and obligations contained in this agreement extend solely to the parties; referred throughout as COUNTY and TOWN.

Term

This agreement contains the full understanding between the parties and shall become effective July 1, 2021, after all necessary approvals have been obtained as evidenced by signatures below. The term of this agreement is for a period of one (1) year, with said term automatically renewing for successive one (1) year terms until this agreement is terminated by either party. Either party may terminate this agreement for no cause upon issuance of thirty (30) day written notice to the other party, at the addresses identified above.

Amendments

Any changes or amendments to this agreement must be mutually agreed upon and reduced to writing and execution by both parties.

Prior MOUs

All prior MOUs between the parties regarding the services provided herein are terminated upon the effective date of this agreement.

Campbell County, Wyoming
(COUNTY)

Robert Maul, Chairman
Board of County Commissioners

Dated: _____

ATTEST:

Susan Saunders, Campbell County Clerk

Town of Wright, Wyoming
(TOWN)

Ralph Kingan, Mayor

Dated: 6/28/2021

ATTEST:

Barbara Craig, Town Clerk

The following page(s) contain the backup material for Agenda Item: 10:15 Chapter 4 Proposed Rules Regulating Construction

*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 *Matt Olsen, 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: Jed Holder, Building Code Official

DATE: July 7, 2021 Commissioners Meeting

SUBJECT: Finalizing Amendments to Chapter 4, Rules Regulating Construction, 2021

Summary: At their May 4th, 2021 meeting, the County Commissioners put the proposed changes to Chapter 4 Rules Regulating Construction out for public Comment.

The proposed changes were available for viewing online on the County website and hard copies were available at the Building Division offices.

Staff held two open house meetings. A PowerPoint presentation was delivered explaining the changes and summarizing the code amendments at those meetings.

One meeting was held on May 19th 2021 at the George Amos Building from noon to 1 p.m, and another was held May 27th 2021 at the Gillette Library from 6 p.m. to 7 p.m. Notices were advertised in the local paper on May 8th and May 18th and posted on the Campbell County website. Invitations to the meetings were also sent via email to approximately 38 local stakeholders.

There were 2 attendees at the May 27th meeting and none on the 19th. Staff received no written comments for or against the proposed changes. Staff did receive positive feedback from the two May 27th attendees. (See attached meeting sign-in sheet.)

Staff Recommendation: Staff recommends approving the changes to Chapter 4 as presented.

SUMMARY OF PROPOSED AMENDMENTS TO CAMPBELL COUNTY RULES REGULATING CONSTRUCTION, 2021

Item	SUBJECT	PROPOSED AMENDMENTS	REASON FOR CHANGES
MANDATORY AND NON-REGULATORY AMENDMENTS, ITEMS 1 – 3			
1.	**Chapter 4 Reformatting**	• Change the format of Chapter 4 by dividing it into sections based on topic, consolidating duplicated amendments, removal of redundant language, and creation of a Table of Contents.	• The current version has inter-related topics scattered throughout the text making it difficult to find information. Furthermore, redundant amendments have been made that are already in other sections of Chapter 4 or are addressed in the adopted model codes. Finally, the current version has neither a Topical Index or Table of Contents to aid the user in quickly and accurately finding the desired information.
2.	**Updating the 2018 Family of International Building Codes (I-Codes)**	• Update the model building codes from the 2018 family of I-Codes to the 2021 version.	• Per WY Stat 35-9-121(a)(ii), Jurisdictions that have delegated authority to administer building/fire codes from the State Fire Marshall must adopt the same standards as the state within 6 months of enactment. The State will be adopting the 2021 family of I-Codes sometime during the summer of 2021.
3.	**Updating the Liquified Petroleum Gas Code (NFPA 58)**	• Update the adopted NFPA 58 from the 2014 version to the 2020 version.	• Same reason as the I-Code update above.

PROPOSED AMENDMENTS[1] EASING CHAPTER 4 REGULATIONS, ITEMS 4 - 11			
Item	**SUBJECT**	**PROPOSED AMENDMENTS**	**REASON FOR CHANGES**
4.	**International Building Code (IBC)**	A. Repeal Amendment to Section 1809.4 'Depth of Footings', 42" (Sec. 3.A.17) B. Amend IBC Table 2902.2 'Minimum Number of Required Fixtures' making drinking fountains optional. (Sec. 3.A.20)	• Staff recommends deleting this amendment. IBC Section 1809.4 'Depth of Footings' addresses shallow frost-protected footings. Shallow frost-protected footings are a design option that makes it possible for foundations to be placed above the local frost line. This amendment effectively eliminates that option for designers. Eliminating this amendment makes that option available again to design professionals. • Last year the code was amended to raise the threshold of when drinking fountains were required. After further review and research, staff recommends deleting this section as written and make drinking fountains optional. If the applicant chooses to install drinking fountains, then the installation would be required to meet all applicable ADA standards, etc.

[1] Section references in red are where the proposed amendment can be found in 'Document 'A'', the new Chapter 4 format working document.

5.	**International Residential Code (IRC)**	A. Repeal the Amendment Deleting IRC Table R302.1.(2), 'Exterior Walls, Dwellings with Sprinkler Systems' (Sec. 4.A.9)	• Staff recommends leaving Table R302.1.(2) in the IRC. This allows a developer the option of voluntarily adding a fire sprinkler system thereby reducing other required fire safety features. This lets the developer decide the best option for their project.
		B. Repeal the Amendment Deleting IRC Section 309.5, 'Garage Fire Sprinklers' (Sec. 4.A.11)	• Staff recommends leaving Section 309.5 in the IRC with the amended language making this section optional to the developer. This gives the develop more options to build.
		C. Repeal the Amendment to IRC Section M1502.4.2, 'Dryer Duct Installation' (Sec. 4.A.18)	• Staff recommends deleting this amendment. The amendment is over twice as stringent as the nationally recognized minimum standard for duct installation.
		D. Repeal the Amendment to IRC Section M1701.2.1 'Exhaust & Ventilation' (Sec. 4.A.19)	• Staff recommends deleting this amendment. Section M1701.2.1 deals with gas-fired appliance combustion air. Combustion air standards are addressed in IRC Chapter 24 as cross-referenced in Section M17. The use of the amendment wording 'Exhaust & Ventilation' leads staff to believe that this amendment may have been added in error to this section. (Exhaust & Ventilation is a separate system altogether from Combustion Air.)
		E. Repeal the Amendment Deleting IRC Section G2406.2 Exceptions 3 & 4, 'Unvented Room Heaters' (Sec. 4.A.20)	• Staff recommends deleting this amendment that disallows unvented room heaters and leave Section G2406.2 Exceptions 3 & 4 intact.

5. (Cont'd)	**International Residential Code (Cont'd)**	F. Repeal the Amendment Deleting IRC Section G2444.1 'Unit Heaters' (Sec. 4.A.21)	• The IRC has safeguards in place to address unvented room heaters. Furthermore, this is a frequently requested item here in Campbell County. This give builders, homeowners, and local HVAC contractors more options to choose from when installing comfort heating.
		G. Repeal the Amendment to IRC Section G2445.2 'Prohibited Use' (Sec. 4.A.22.)	• The current amendment to this IRC section is redundant. The safeguards that this amendment provides is already addressed in other sections of the IRC.
		H. Repeal the Amendment Deleting IRC Section G2445.4 'Unvented Room Heaters, Prohibited Locations' (Sec. 4.A.23)	• Should the use of unvented room heaters be approved, this IRC section will need to be left intact in the IRC.
		I. Repeal the Amendment to IRC Section P2503.5.1 'Rough Plumbing Water Test' (Sec. 4.A.24)	• Staff recommends deleting this amendment requiring a 10' 'head pressure' test. The IRC only requires 5' because it is impractical in most situations to provide the necessary 10' of vertical pipe filled with water to satisfy this amendment. The model code research team could find no empirical evidence to suggest that 5' of head pressure is inadequate for the intended purposes.
		J. Repeal the amendment to the IRC deleting Chapters 34 – 43 and replacing it by amending IRC Section E3401.1.	• Chapters 34-43 of the IRC governs electrical installations. The code sections are lifted directly from the 2020 NEC but organized in a logical format. Staff recommends leaving those sections intact thereby only having to use one code book in the field.

6.	**International Mechanical Code (IMC)**	• Repeal the Amendment to Section 303.3 'Prohibited Locations' Unvented Heaters (Sec. 5.A.6)	• Staff recommends deleting this amendment that disallows unvented heaters except for detached garages. The IMC has safeguards in place to address unvented room heaters. Furthermore, this is a frequently requested item here in Campbell County. Repealing this amendment give builders, homeowners, and local HVAC contractors more options to choose from when installing comfort heating.
7.	**International Plumbing Code (IPC)**	A. Amend Table 403.1 'Minimum Number of Required Fixtures' mandating drinking fountains and now make them optional. (Sec. 6.A.12) B. Repeal the Amendment to Section 410.2 'Small Occupancies' lowering the threshold of when drinking fountains are required and make drinking fountains optional. (Sec. 6.A.13)	• After further review and research, staff recommends making drinking fountains optional. If the applicant chooses to install drinking fountains, then the provisions of the applicable codes would apply. • Last year the code was amended to raise the threshold of when drinking fountains were required by amending Section 410.2 'Small Occupancies'. Approving the proposed amendment above will render this amendment moot.
8.	**International Fuel Gas Code (IFGC)**	A. Repeal the Amendment to Section 303.3 'Exceptions #3 & #4' (Unvented Heaters) (Sec. 7.A.5) B. Repeal the Amendment to Section 621.4 'Prohibited Locations' Unvented Heaters (Sec. 7.A.6)	• Same comment as above for the IMC. • Same comment as above for the IMC.

9.	**National Electric Code (NEC)**	A. Repeal the amendment to NEC Section 230.79(C) requiring 200-amp minimum services for homes. (Sec. 10.A.2)	• Staff can find no reason for this requirement. The NEC only requires a 100-amp service to residential dwellings which is generally far more than enough for most homes. If the total household load exceeds 100 amps, the contractor simply upsizes the service accordingly. This amendment is an unnecessary expense for developers/homeowners.
		B. Repeal the amendment to NEC Section 250.53(A)(2) 'Exception' that disallowed the use of ohm meters to demonstrate compliance with the NEC (Sec. 10.A.3)	• This section of the NEC allows an electrician to prove that the grounding electrode system that has been installed meets the requirements of the code by electrical testing equipment even if the physical installation does not comply with the prescriptive requirements. Staff suggests repealing this amendment that disallowed the electrician from utilizing that option. This gives installers greater flexibility should they choose to do so.
10.	**Section 12 Small Wastewater Systems (SWWS)**	• Repeal Chapter 4 Section 10.4 eliminating the requirement to pump septic tanks to verify tank size before energizing a home or business when no historical records of the SWWS are available. (Sec. 12.A.3)	• Staff can find no reason for this requirement and believe that our SWWS ordinance allows existing systems to remain in service provided that a change in the use of the septic system has not occurred.

11.	**Section 1.3.B.10 'Site Plan Review Meeting'**	• Amend Section 1.3.B.10, from a Mandatory Site Plan Review Meeting to an Optional Site Plan Review Meeting	• Staff recommends changing this administrative section from mandatory to optional (as determined by staff). Not every commercial project rises to the complexity requiring an in-person meeting. Making this optional will speed the permitting process and reduce the amount of time developers must spend obtaining permits.
PROPOSED AMENDMENTS STRENGHTENING CHAPTER 4 REGULATIONS, ITEMS 12 – 16			
12.	**International Mechanical Code (IMC)**	• Repeal the Amendment to IMC Section 501.3 'Outdoor Discharge' allowing indoor exhaust air to discharge into attic spaces. (Sec. 5.A.8)	• Staff suggests repealing this amendment and reinstate the IMC section as written. Venting warm, moisture laden air into a cold attic condenses into water and causes wood rot, mold, and reduces the effectiveness of insulation. Virtually all local builders recognize the problem of venting to the attic and already voluntarily discharge to the exterior. Codifying this as the local standard ensures consistency in construction for all.

13.	**International Plumbing Code (IPC)**	• Repeal the Amendment to IPC Section 903.2 'Frost Closure' allowing increases in vent sizes to be made in the non-insulated (cold) portion of an attic space. (Sec. 6.A.11) • Delete Exception #6 to IPC Section 403.2 'Separate Facilities', thereby disallowing communal public bathroom spaces. (Sec. 6.A.8)	• Staff suggests repealing this amendment and reinstate the IPC section as written. In cold climates the IPC requires plumbing vents to increase in size to prevent clogging from frost. The increases must be made within the thermal envelope (warm area) of the structure. Allowing vent size increases in the unconditioned (cold) area of the attic defeats the purpose of this section. • The I-Codes have always required public bathrooms to be separated by sex except for small buildings where a single, private, shared 'uni-sex' bathroom could be utilized. New to the 2021 code is an exception where high occupant load buildings could be built with a single communal bathroom that would be shared by all without separation. This option does not take into consideration those people who do not wish to use toilet facilities shared side by side with others of the opposite sex or gender identity. Staff suggests deleting this exception and keep public bathrooms separated by sex.
14.	**International Residential Code (IRC)**	• Repeal the Amendment to IRC Section P2705.1 'Installation, item #3' eliminating the requirement of watertight fixtures. (Sec. 4.A.29)	• Staff suggests repealing this amendment and reinstate the IRC sections as written. This section simply says that all fixtures such as sinks or toilets that mount to walls or floors must be made watertight where the fixture attaches to those surfaces. The reason the IRC requires this is because liquids can seep in around the bases of toilets, behind sinks, etc. and cause mold, rot, and harbor filth and bacteria. The simple solution is to simply caulk around these fixtures and make them watertight.

15.	**National Electric Code (NEC)**	• Amend NEC Section 230.70(A)(1) 'Readily Accessible Location' for Service Disconnecting Means. (Sec. 10.A.1)	• Current language in the NEC is too vague when determining what is a 'readily accessible location'. Requiring the disconnect to be outside and no more than 50' from the home in plain view is a common parameter used. In emergency situations, power may need to be shut off immediately. A disconnect switch within 50' of a home is easily recognized and accessed.
16.	**International Building Code (IBC)**	• Delete Exception #6 to IBC Section 2902.2 'Separate Facilities', thereby disallowing communal public bathroom spaces. (Sec. 3.A.21)	• The I-Codes have always required public bathrooms to be separated by sex except for small buildings where a single, private, shared 'uni-sex' bathroom could be utilized. New to the 2021 code is an exception where high occupant load buildings could be built with a single communal bathroom that would be shared by all without separation. This option does not take into consideration those people who do not wish to use toilet facilities shared side by side with others of the opposite sex or gender identity. Staff suggests deleting this exception and keep public bathrooms separated by sex.

Final Draft Working Document / Public Comment Version: April 22, 2021.

The following document contains the proposed new Chapter 4 'Rules Regulating Construction' format along with proposed amendments.

Explanations of proposed changes can be found in the right-hand margin of the document.

Some explanations include highlighted capitalized letters such as P/E. This denotes that the proposed change and explanation was sponsored by the Planning & Zoning or Engineering Division. All other changes are from the Building Division unless noted otherwise.

CHAPTER 4
RULES REGULATING CONSTRUCTION
Amended ------ 2021

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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*.

Commented [SGP1]: This statute is no longer in effect.

A. The *Building Division* shall enforce the *Rules Regulating Construction* prescribed in Chapter 4 for ~~that portion of~~ the unincorporated areas of Campbell County. ~~lying outside of the corporate limits of the City of Gillette and the Town of Wright.~~ (Moved from Section 4.A., Pg. 4-3.

Commented [SGP2]: This language has been condensed for brevity. No change is made to the effect of the statement.

B. The *Building Code Official* shall have the authority to render interpretations and enforce the *Rules Regulating Construction*. (Moved from Section 4.A., Pg. 4-3.)

Section 1.1. Chapter 4 User Guide

This is a new section to aid the user.

Chapter 4 *Rules Regulating Construction* has been designed and drafted for ease of use to quickly find applicable information. Key points of this document are as follows:

A. Section 1 covers administrative requirements for obtaining construction permits. This includes the scope of Chapter 4, specifying what projects are exempt from Chapter 4, model codes adopted, design criteria, permit requirements, fees, enforcement, appeals, etc.

B. Section 2 is a compilation of definitions that are specific for use in the *Rules Regulating Construction*. Any word or phrase that is both capitalized and italicized within this document means that there is a unique definition listed in Section 2.

Commented [SGP3]: Capitalizing and Italicizing defined words is a format change. The old format used only capitalized words. This was inadequate and confusing at times.

C. Sections 3 through 14 are stand-alone sections for each model code adopted in Chapter 4. Each adopting section contains specific amendments to each model code adopted.

D. Section 15 is a list of applicable appendices.

Section 1.2. Scope and Applicability.

This Chapter shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and *Occupancy Classification*, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures, and plumbing, mechanical, fuel gas, electrical, and *Small Wastewater Systems* in the unincorporated areas of Campbell County that is not specifically exempted in accordance with Section 1.4 'Exemptions'.
(This is new, condensed language—It has combined all statements and general provisions from Sections 3.A. and 4.A, Pg. 4-3, Section 12.11 Pg. 4-21, and Section 13.A Pg. 4-22 into one concise paragraph. The intent is to provide the user with quick reference using plain language to define scope and applicability.)

Section 1.3. Permits Required.

A. Permit Types, General.

Except as exempted in 'Section 1.4 Exemptions', any *Owner* or *Owner*'s authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the *Occupancy Classification* of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, *Small Wastewater System* or plumbing system, the installation of which is regulated by this Chapter, or to cause any such work to be performed, shall first make application to the *Building Division* and obtain the required permit(s) as appropriate from the permit types listed below. (This is a new Section and paragraph, condensing permit types found in Sections 6 through 10 Pgs. 4-5 through 4-7 into one simple section naming the 5 basic types of permits.)

1. *Building Permit*
2. *Electrical Permit*
3. *Mechanical Permit*
4. *Plumbing Permit*
5. *Small Wastewater System Permit*

B. Fire Code Permits. This is a new section defining who is responsible for permitting. No changes to the administration or intent of the code has been made.

Where Operational or Construction Permits are required by Sections 105.5 and 105.6 respectively of the International Fire Code, application shall first be made to the Campbell County Fire Department. Fire Code Permits shall be issued by the Fire Department.

C. General Permit Application Requirements.

This section has been moved from Section 5, pages 4-4 and 4-5. Some changes to the text have been made for clarity and brevity and the topical order has been slightly rearranged. No changes to intent or application have been made.

1. ~~Proof of Potable~~ Water Source Required. For new construction, verification ~~that~~ *of a Potable Water* source ~~will~~ *shall* be provided ~~is required~~ by submitting one of the following:

   a) For on-lot wells a copy of the valid State Engineer's Office well permit for the proposed use.

   b) 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.

   c) For connections to ~~Community or Public Water Systems~~ *Centralized Water Systems*, written verification shall be submitted from the *Owner* of the system ~~indicating the system has adequate capacity and~~ ~~that~~ verifying permission is granted to make the connection.

   d) For systems such as cisterns or above ground tanks supplied by transported water, or other acceptable means, *Construction Documents* shall be submitted containing information including tank size, location, and other applicable information.

2. Zoning Certificate Required. For zoned parcels, an approved Zoning Certificate per Chapter 7 Zoning Regulations from the Planning and Zoning Division is ~~shall be~~ required prior to permit issuance. ~~Refer to Chapter 7, Zoning Regulations for requirements.~~

3. Site Plan. An approved site plan shall be a drawing, to scale or clearly dimensioned, showing the uses and structures (existing ~~or~~ and 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~~ A grading plan and/or spot elevation plan may also be required to address topographical and drainage issues on a site by site basis.

4. Culverts. 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 Home-Owners Association.

5. Addresses. 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

Commented [SGP4]: This is a new sub-section clarifying that other sources of water are acceptable in addition to the first three.

Commented [SGP5]: The words 'shall be' are replaced with 'is' for brevity and the sentence 'Refer to Chapter 7….' has been struck since it is obvious that Chapter 7 must be referenced.

Commented [SGP6]: Suggest striking the words 'Building Official per IBC….'. This is redundant and already addressed in the adopted Building Code.

applicable, upon review. No properties shall obtain a *Building Permit* without a valid County issued address.

6. Addressing Standards. ~~Per the current Campbell County Chapter 8, Addressing Standards,~~ a All properties must display the assigned address with address numbers ~~which are clearly visible from the roadway~~ posted in accordance with the International Fire Code as adopted herein. Inspections by the *Building Division* will not be performed ~~upon the property~~ until address numbers are posted.

7. *Construction Documents*. Plans shall be drawings that show the shape, size, and location of ~~important~~ details relating to the proposed construction of all ~~buildings~~ structures. The plans shall clearly indicate the nature and extent of the work proposed and show by graphical details or other means that the ~~work~~ project will conform to the *Rules Regulating Construction*.

8. Permit Issuance. The *Building Code Official* shall issue permits under this Chapter after determining that the proposed project will comply with the *Rules Regulating Construction*.

9. Job Site Requirements. The *Applicant* shall maintain a copy of all permits, approved plans, job sign off sheet, and plan review documents available on the job site.

~~10.~~ For all public, *Commercial* or industrial buildings, a ~~*Commercial*~~ Site Plan Review application and meeting ~~shall~~ may 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.~~

~~11. 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.~~

12. ~~Inspections.~~

~~a) The Building Division shall perform required inspections during the normal course of construction and notify the *Owner* and builder of any violations found during any inspection.~~

~~b) If an inspection reveals that a life-threatening code violation exists, or that a project has commenced before the required permits have been obtained, the Building Division or *Building Code Official* shall issue a violation notice and a stop work order to the *Owner*.~~

~~c) Upon completion of a project requiring a permit under this Chapter, and prior to occupancy, the Building Division shall perform a final inspection to determine conformance with the approved plans and codes. When there are no violations, a certificate of occupancy shall be issued.~~

Commented [SGP7]: Suggest striking the selected texts for brevity.
First, there is no need to mention Chapter 8 since that is an internal process. Second, the requirements for address posting shown here is redundant and insufficient for the purpose intended--- The Fire Code expounds in detail requirements to satisfy first responder needs.

Commented [SGP8]: The term 'Construction Documents' has been added to this section. The term 'Construction Documents' is a standard term in the Building Code and encompasses all plans needed for a given project and has its' own definition added to Chapter 4. Slight changes to this section also include the use of the term 'structures' rather than 'buildings.' This term encompasses other regulated construction such as cell towers, signs, etc.

Commented [SGP9]: Staff proposes to make this an option rather than a requirement for every commercial project. Many projects are simple enough that it is unnecessary to meet with the applicant face to face. This also frees up staff time from unnecessary meetings, etc.

Commented [SGP10]: Propose striking this statement. This is covered in the adopted codes.

Commented [SGP11]: Propose to strike this entire section. Inspection requirements are already covered in the adopted model codes.

Section 1.4. Exemptions

(This is a new section; It is a concise compilation of all exemptions found in Sections 6 through 10—Some wording has been altered for brevity, etc., but no changes have been made to the intent or application of those sections.)

A. General: Chapter 4 Rules shall not apply as delineated in sub-sections 1-8 below.

1. Oil, Gas, Coal, and Mineral Extraction.

Chapter 4 Rules shall not apply to public, commercial, or industrial buildings or structures associated with the extraction of oil, gas, coal, or other minerals.

2. *Farm or Ranch Operations*.

Chapter 4 Rules shall not apply to structures located on parcels used exclusively for *Farm or Ranch Operations*, provided that:

(a) Electrical contractors performing work on *Farm or Ranch Operations* shall comply with W.S. 35-9-123(b) by obtaining an *Electrical Permit* in accordance with Chapter 4 and,

(b) *Small Wastewater Systems* are subject to Chapter 4 rules and permits are required.

3. One or Two-Family *Residential* Dwellings Outside of a *Platted Subdivision*.

Building Permits shall not be required for One or Two-Family *Residential* dwellings located outside of a *Platted Subdivision*; provided that:

(a) Chapter 4 Rules do apply, and permits are required for the structures' interior and exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

4. Detached Non-habitable *Residential Occupancy Use* Accessory Structures in *Platted Subdivisions*.

Building Permits shall not be required for detached non-habitable *Residential Occupancy Use* accessory structures that meet the following conditions:

(a) has a clear roof span of less than 61 feet,

(b) is located at least seven (7') from any dwelling regardless of accessory structure size,

(c) provided that: Chapter 4 Rules do apply, and permits are required for the interior and exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

5. Detached or Attached *Residential Occupancy Use* Accessory Structures Outside of a *Platted Subdivision.*

Building Permits shall not be required for *Residential Occupancy Use* accessory structures on any parcel located outside of a *Platted Subdivision* provided that:

(a) Chapter 4 Rules do apply, and permits are required for the interior and exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

6. HUD Manufactured Homes (*Platted Subdivisions* or Un-platted Parcels).

Building Permits shall not be required for Manufactured Homes designed and built to the Manufactured Home Construction and Safety Standards (HUD Code) displaying a red (HUD) certification label on the exterior of each transportable section; provided that:

(a) Chapter 4 Rules do apply, and permits are required for the structures' exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

7. Centralized Water Systems

Building Permits shall not be required for the portions of *Centralized Water Systems* permitted by Campbell County under the delegated authority from Wyoming DEQ including transmission lines, storage tanks, pumphouses and chlorination buildings, along with associated piping and appurtenances provided that:

a) Chapter 4 rules do apply, and permits are required for electrical and mechanical needs in any pumphouse or chlorination building and,

b) Chapter 4 rules do apply, and permits are required for *Water Service Connection*s.

8. State and Federal Provisions

Chapter 4 shall not apply to any construction or installation that Campbell County is preempted by state or federal law from regulating or permitting.

Section 1.5. Model Codes and Standards Adopted.

General: Chapter 4 *Rules Regulating Construction* adopts the following model codes and standards as amended herein: (This is a proposed new section for quick reference for the user.)

A. International Codes, 2021 editions, published by the International Code Council, Inc:

1. International Building Code® (IBC),
2. International Residential Code® (IRC),
3. International Plumbing Code® (IPC),
4. International Fuel Gas Code® (IFGC),
5. International Mechanical Code® (IMC),
6. International Existing Building Code® (IEBC),
7. International Fire Code® (IFC),
8. International Property Maintenance Code® (IPMC)

B. NFPA Codes, published by the National Fire Protection Agency:

1. NFPA 70®, 'National Electrical Code®' (NEC), 2020 Edition
2. NFPA 58®, 'The Liquefied Petroleum Gas Code®' 2017 Edition

Section 1.6. Climatic and Geographical Design Criteria.

(This is a proposed new section compiled into a concise format from tables and information found in Sections 12.2.(a)(13)(14), 12.2.(a)(18), 12.3.(a)(8)., and 12.5.(a)(5) Pgs. 4-11, 4-12, 4-14, and 4-18.)

A. 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 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 considered in addition to the balanced snow load where applicable.

B. Basic Design Wind Speeds:

Risk Category I: 100 mph

Risk Category II: 110 mph

Risk Category III: 115 mph

Risk Category IV: 120 mph

C. Seismic Design Category:

'B'

D. Weathering:

Severe

E. Frost Line Depth (Building):

42"

F. Frost Line Depth (Water):

1. Five (5) feet, Six (6) inches

(a) Water service risers 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 beneath the home.

(b) Exception: Lawn watering systems.

G. Frost Line Depth (Sewer):

Building sewers that connect to ~~private sewage disposal systems~~ *Small Wastewater 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.

Commented [SGP12]: Simply changed the wording to the correct terminology as used in Chapter 4.

H. Winter Design Temperature:

Minus 5 degrees Fahrenheit

I. Ice Barrier Roof Underlayment Requirements:

Yes/ Required

J. Flood Hazard:

FIRM / FHBM Effective Date January 02, 2008

K. Air Freezing Index:

2000

L. Mean Annual Temperature:

45 degrees Fahrenheit

M. Concrete Design Standard:

1. 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.

(a) Except: If 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).

Section 1.7. Flood Hazard Area Development

A. General: All references to development in Special Flood Hazard Areas found in the model codes adopted herein shall comply with the following:

1. Appendix 3, *Flood Damage Prevention Resolution*

Commented [SGP13]: This is a proposed new section that is a 'blanket statement' covering all references to flood prevention construction in the I-codes back to our Flood Damage resolution--- It also creates a new appendix, Appendix 3 for quick reference and inclusion to Chapter 4. E/B

Section 1.8. Permit Fees.

(This is a new section based on Section 4.(C)., Pg. 4-4 making 'Permit Fees' a stand-alone section apart from penalties and appeals. No changes have been made to the fees or intent; however, some wording has been altered for brevity, preciseness, and readability.

A. *Commercial Building Permits*:

A $250 fee will be charged for all new construction requiring a *Commercial Building Permit*.

B. *Commercial Building* Plan Review Fees:

The initial plan review of *Construction Documents* for a commercial project and the first re-review of amended *Construction Documents* are free. Additional required re-reviews will be assessed a $250.00 fee.

Commented [SGP14]: This is a shortened version of Section 4.C.4. Pg. 4-4.

C. *Commercial Building* Inspection Fees:

The first two (2) inspections for each portion of construction or type of work are ~~performed~~ free. ~~of charge~~. Each additional re-inspection for the same work incorrectly performed ~~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.~~ before additional re-inspections will be scheduled.

D. Work Performed Prior to Obtaining a Required Permit

Work that has begun without first obtaining a required permit will be assessed a $60.00 fee.

E. All Other Permits:

No fees.

Section 1.9. Enforcement and Penalties.

This is a new stand-alone section from Section 4(A)(B)(C), Pgs. 4-3 and 4-4. No changes have been made to the text except for the first paragraph. (Shortened for brevity).

A. Violations: Persons who violate ~~a provision~~ 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.

B. Stop Work Orders: 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 1.9.A above.

Section 1.10. Appeals.

This is a new stand-alone section from Section 4(C), Pg. 4-4. No changes have been made to the text.

A. 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.

B. The *Building Code Official* reserves all other rights and remedies available under the law to enforce the *Rules Regulating Construction*.

Commented [SGP15]: This section has been reworded for brevity and preciseness.

Commented [SGP16]: Strike these two words. They are unnecessary.

Section 2. Definitions.

Words and terms in Chapter 4 that have special meaning are now *Capitalized* and *Italicized*. (New format to easily identify defined words and terms.) As used in Chapter 4, 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, Plumbing, and Small Wastewater System Permit*s, 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 Chapter 4.

G. "*Building Permit*" means an official certificate of authorization by the *Building Division* for construction, enlargement, *Change of Use*, or alteration of a building in accordance with Chapter 4. ~~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. *"Centralized Water System"* means a system that provides water to all lots in a subdivision via distribution pipelines within rights-of-ways or easements, with services to each lot. A community water system and a public water system are both considered *Centralized Water Systems*.

Commented [SGP17]: Unnecessary language.

Commented [SGP18]: This definition worked in conjunction with the former Community Water System requirements that are no longer in effect and is therefore struck from Chapter 4.
P/E

Commented [SGP19]: This is an additional definition to work in conjunction with Chapter 6 Subdivision regulations.
P/E

~~H.~~*I.* *"Change of Use"* means a change in the *Occupancy Classification* of a building, structure, or portion thereof as regulated by the International Building Code.

~~K.~~ "*Commercial Building*" means ~~all buildings not included in the definition of *Residential* buildings.~~ structures and any associated plumbing, mechanical, electrical, or other appurtenances as governed by the International Building Code.

~~I.~~L. *"Commercial Building Permit"* means an official certificate of authorization by the *Building Division* for a *Commercial Building.*

~~M. "*Community Water System*" means a water supply system that has no more than nine (9) *Water Service Connection*s 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.~~

~~J.~~N. "*Construction Documents*" means written, graphic, and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a building, plumbing, mechanical, electrical, or *Small Wastewater System* permit.

~~K.~~O. "*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.~~P. "*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 *Small Wastewater Systems*, publicly owned and controlled sewage collection facilities, and publicly owned and controlled water distribution facilities.

~~M.~~Q. "*Electrical 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.~~R. "*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.~~S. "*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.~~T. "*Flood Damage Prevention Resolution*" is a resolution adopted by the Campbell County Commissioners on January 2, 2008 for the purpose of minimizing losses due to flooding in specific areas of the county.

Commented [SGP20]: This a new definition clarifying when a permit may be required. Cross-reference with 'Occupancy Classification'.

Commented [SGP21]: This proposed change is intended to be more precise in the practical application of Chapter 4.
P/E/B

Commented [SGP22]: This definition worked in conjunction with the former Community Water System requirements that are no longer in effect and is therefore struck from Chapter 4.
P/E

Commented [SGP23]: This is a proposed new definition to be all inclusive for any plans submitted for purposes of obtaining a permit under Chapter 4.

Commented [SGP24]: This section struck—WY statutes do not recognize geologists as being able to perform the work of a P.E. or P.L.S.
E

~~Q.~~U. "~~*Looped Water System*~~" ~~means a water distribution system whereby any *Water Service Connection* can receive water from two (2) directions.~~

~~R.~~V. "*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.~~

W. "*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*.

~~S.~~X. "*Occupancy Classification*" means the formal designation of the primary purpose of a building, structure or portion thereof based on the nature of the hazards and risks to building occupants as listed in the International Building Code. (See '*Change of Use*')

~~T.~~Y. "*Owner*" means the person holding title to real property.

~~U.~~Z. "*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.~~AA. "*Plumbing Permit*" means an official certificate of authorization issued by the *Building Division* ~~in accordance with Sections 9 and 10 Chapter 4~~ for domestic or commercial water supplies, sewage disposal, and all piping and materials necessary to complete these activities.

BB. "*Potable Water*" means ~~water meeting EPA Primary Drinking Water Standards.~~ water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming to the bacteriological and chemical quality requirements of the Public Health Service Drinking Water Standards or of the Campbell County Health Department.

~~W.~~CC. "*Premises*" means a lot, plot or parcel of land, easement, or public way, including any structures thereon.

~~X.~~DD. "*Remodeling*" includes repairing, altering, or expanding a building or its plumbing, mechanical or electrical systems.

~~Y.~~EE. "*Residential*" means ~~a building where more than half of the floor area is used for dwelling purposes.~~ structures and any associated plumbing, mechanical, electrical, or other appurtenances as governed by the International Residential Code.

~~Z.~~FF. "*Rules Regulating Construction*" means this document as adopted by the Board of Commissioners.

Commented [SGP25]: This definition worked in conjunction with the former Community Water System requirements that are no longer in effect and is therefore struck from Chapter 4.
P/E

Commented [SGP26]: Unnecessary language. Struck for brevity.

Commented [SGP27]: This is a proposed new definition for purposes of clarifying when a permit may be required.

Commented [SGP28]: Suggest striking redundant language.

Commented [SGP29]: Suggest amending this definition to be more precise and to bring it into conformance with the definition as listed in the International Plumbing Code.

Commented [SGP30]: This is a new definition added to Chapter 4 to provide clarity in administration of the adopted codes.

Commented [SGP31]: This proposed change is intended to be more precise in the practical application of Chapter 4.
P/E/B

~~AA.~~GG. "*Small Wastewater System*" means any sewerage 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.~~HH. "*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. International Building Code

A. General: The 2021 International Building Code including Appendices 'C' and 'J' are adopted by reference and hereby made a part of this Chapter as amended below:

~~1. 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….~~ Strike 'The International Private Sewage Disposal Code' and replace with *'Small Wastewater Systems*, Appendix 2'.

(4) Section 101.4.4 Property Maintenance. Amended to read as follows:

Commented [SGP32]: Staff recommends striking these sections – the language is lifted directly out of the IBC—It is redundant to list it here in Chapter 4.

Commented [SGP33]: Staff recommends striking the language shown and simply replace 'International Private Sewage Disposal Code' with 'Small Wastewater Systems Appendix 2'. Appendix 2 is our Small Wastewater regulations. The language that has been struck is redundant.

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.~~ Should read: 101.4.6., Energy is deleted in its' entirety.

(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 and replaced with Section 1.10 'Appeals' of this document.

(11) ~~Section 114.3 Prosecution of Violation is repealed in its entirety.~~

(12) Chapter 13 Energy Efficiency is repealed in its entirety.

(13) ~~(13)~~ Section 1608.2 Ground Snow Load. Repeal in its entirety. Refer to Section 1.6 'Climatic and Geographical Design Criteria' of Chapter 4. ~~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 considered in addition to the balanced snow load where applicable.~~

Commented [SGP34]: Staff recommends striking this section – the language is lifted directly out of the Building Code—It is redundant to list it here in Chapter 4.

Commented [SGP35]: This suggested change to the wording simply names what section is being repealed for clarity.

Commented [SGP36]: Staff recommends striking this section – the language is lifted directly out of the Building Code, with the exception of the words 'or as is deemed necessary by the Building Official'...--- the additional language is unnecessary since it is already stated elsewhere in the Building Code. It is redundant to list it here in Chapter 4.

Commented [SGP37]: Staff recommends striking this section – the language is lifted directly out of the Building Code—It is redundant to list it here in Chapter 4.

Commented [SGP38]: Staff recommends striking this section.
'Section 109 Fees' of the Building Code does not state what fees should be, it just states that fees must be paid if the jurisdiction charges fees. Repealing this section is unnecessary and redundant.

Commented [SGP39]: Staff recommends striking this section. Section 114.3 of the Building Code simply states that the code official is authorized to take legal action in accordance with locally adopted ordinances. It is unnecessary and redundant to remove it from the code.

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 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

Climatic and Geographical Design Criteria

Minimum Roof 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 (ºf)	Ice Barrier Underlayment Requirements	Flood Hazards	Air Freezing Index	Mean Annual Temp (ºf)
			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.

(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. The *Flood Damage Prevention Resolution*

(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

Commented [SGP40]: This amendment is slightly altered to simply refer the user to Section 1.6 of this document to find the adopted Design Criteria and striking the verbiage and table associated with this section.

Commented [SGP41]: This amendment is no longer needed if the proposed Section 1.7 'Flood Hazard Prevention' section is approved.

Commented [SGP42]: Suggest removing this amendment.

Building Code Section 1809.4 'Depth of Footings' deals with shallow frost protected footings (frequently used in WY). Mandating 42" as the minimum depth is nearly 3 times as stringent as the code requires and limits the options of foundation designers.

Commented [SGP43]: This section has been moved to 'Climatic and Design Standards in Section 1.6.)

~~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 (Plumbing) 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.~~ Strike 'International Private Sewage Disposal Code' and replace with 'Appendix 2, *Small Wastewater Systems*.

(20) Table 2902.2 Minimum Number of Required Plumbing Fixtures. Amend as follows:

Delete drinking fountain requirements; however, if *Applicant* chooses to install drinking fountains, all provisions of this section shall apply.

(21) Section 2902.2 Separate Facilities. Amend as follows:

Delete Exception number 6.

(22) Section 310.4.1 Care Facilities Within a Dwelling. Amend as follows:

a) Add the word 'detached' before 'single-family dwelling' to read 'detached single-family dwelling' and;

b) Strike the words 'provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or Section P2904 of the International Residential Code.'

(23) Section 310.4.2 Lodging Houses. Amend as follows:

a) Add the word 'detached' before 'lodging houses' to read 'detached lodging houses' and;

Commented [SGP44]: Suggest striking the selected text—It is lifted directly from the IBC and it is redundant to list it here.

Commented [SGP45]: Last year the code was amended to lower the threshold of when drinking fountains were required. After further review and research, staff recommends deleting this section as written and make it optional.

Commented [SGP46]: Exception number 6 is a new item that would allow a single restroom containing multiple toilets and urinals, etc., to be used communally by either sex. Removing exception 6 ensures that genders will be separated ensuring privacy for those who wish not to be forced to share a communal bathroom with those of a different sex.

b) Strike the words 'provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or Section P2904 of the International Residential Code.'

Section 4. International Residential Code

A. General: The 2021 International Residential Code including Appendices 'A', 'B', 'C' and 'E' are adopted by reference and hereby made a part of this Chapter as amended below:

~~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 Flood Hazard Areas is repealed and replaced with the following:~~

~~All *Residential* construction in areas prone to flooding shall comply with the *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:~~

~~(1) 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.~~

Commented [SGP47]: These two sections are amended simply to coincide with amendments in the IRC that make sprinkler systems optional.

Commented [SGP48]: This paragraph is addressed in Section 1.5 Exemptions and is considered redundant and therefore struck.

Commented [SGP49]: Struck because this is redundant. Section A above already states that the IRC is adopted with amendments.

Commented [SGP50]: This amendment is no longer needed if the proposed Section 1.7 'Flood Hazard Prevention' section is approved.

Commented [SGP51]: This is now addressed in Section 1.5 'Exemptions' and is therefore struck.

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 in its entirety and replaced with Section 1.10 'Appeals' of this document.

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) Climatic And Geographical Design Criteria is amended as follows: Replace Table R301.2(1) with Chapter 4 Section 1.6 .replaced with the following:

Climatic and Geographical Design Criteria

Minimum Roof 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.

9. Table R302.1(2) of the International Residential Code is repealed.

10. Section R302.13 'Fire Protection of Floors' is repealed.

11. Section R309.5 'Fire Sprinklers' (Garages) of the International Residential Code is repealed. amended to read: Where voluntarily installed, the system shall comply with Section R309.5.

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.

Commented [SGP52]: This section of Residential Code simply states that fees will be paid according to the Jurisdiction. Repealing it is unnecessary and redundant.

Commented [SGP53]: This amendment is no longer needed if the proposed Section 1.7 'Flood Hazard Prevention' section is approved.

Commented [SGP54]: This amendment is no longer needed if the proposed Section 1.7 'Flood Hazard Prevention' section is approved.

Commented [SGP55]: The wording in section R114.2 of the IRC is substantially the same as Section 1.8.B of this document and is considered redundant therefore struck.

Commented [SGP56]: Strike Table R301.2(1) and refer the reader to Chapter 4 Section 1.6 for brevity and consistency.

Commented [SGP57]: Recommend removing this amendment thereby leaving Table R302.1(2) intact in the IRC—Table R302.1(2) simply addresses residential construction provided with sprinkler systems. If a builder should voluntarily add a fire sprinkler system, then keeping this Table gives them more options to build.

Commented [SGP58]: Sections R309.5 deals with fire sprinkler systems in garages and was amended out of the code last time. Staff suggests simply amending the language to state that if the applicant chooses to install a fire sprinkler system, it shall comply with this section. This gives builders more options to build.

Commented [SGP59]: Section R310 regarding drainage is the exact same language as in the IRC and is considered redundant, therefore struck.

Section R313 is amended to read: Section R313 'Automatic Fire Sprinkler Systems' are not required, however, where installed, the system shall comply with Section R313 as applicable.

~~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. R401.4.1 ~~Soil tests~~ Geotechnical Evaluation. The sentence *'In lieu of a complete geotechnical evaluation, the load bearing values in Table R401.4.1 shall be assumed'* shall be replaced with:

~~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 geotechnical evaluation, 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 IRC Table R401.4.1 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:~~

Commented [SGP60]: This is proposed new wording for this section—it accomplishes the same thing in one sentence rather than three. No change has been made to the intent or application.

Commented [SGP61]: This section has been reworded utilizing the correct term 'geotechnical evaluation' from the IRC rather than 'soils tests'—the language being struck is redundant. No change to the intent or application has been made.

Commented [SGP62]: Suggest striking this amendment to the IRC. This is far more stringent than the nationally recognized duct support and fastening requirements of the IRC. Staff can see no reason to keep this amendment.

Commented [SGP63]: Suggest striking this amendment to IRC Section M17. Section M17 deals with appliance combustion air and relies heavily on the appliance manufacturers' installation instructions and IRC Section 2407 for compliance.

Exhaust and ventilation for HVAC is already covered in other sections of the IRC. Staff is unsure of the original intent of this amendment and can see no reason to keep it with the new 2021 IRC.

~~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.~~

~~Plumbing fixtures, drains, and appliances shall be installed in accordance with the *Flood Damage Prevention Resolution*.~~

~~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.~~

~~In flood hazard areas as established by the *Flood Damage Prevention Resolution*. Remainer of section unchanged.~~

Commented [SGP64]: Suggest striking this amendment to IRC Section G2406.2 that disallowed unvented room heaters. The IRC allows unvented room heaters under certain conditions. Removing this amendment and allowing unvented room heaters gives the applicant more options for comfort heating.

Commented [SGP65]: Suggest striking the amendments to Sections G2444.1, G2445.2 and G2445.4. for the same reasons as above. The IRC allows Unit Heaters and Unvented Room Heaters to be installed with certain safeguards such as carbon monoxide detections systems, oxygen depletions systems, etc. The amendments disallowing these products seems unnecessary and redundant, and staff can find no reason not to allow these products to be installed.

Commented [SGP66]: Suggest striking this entire amendment from Chapter 4. The language used is the same as this section from the IRC with one exception making a 10' 'head pressure' test mandatory--- Beginning in 2015, the IRC only required a water test with 5' above the highest fitting—The reason the IRC made the change was 10' is impractical to enforce and no empirical benefit could be found.

Commented [SGP67]: These amendments are no longer needed if the proposed Section 1.7 'Flood Hazard Prevention' section is approved.

27. Section P2603.5 Freezing. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

28. Section P2603.5.1 Sewer Depth. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

~~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 43 (Electrical Provisions) of the International Residential Code and replace with the 2020 NEC. Replace this amendment with the following:~~

Section E3401.1 Applicability. Add the following sentence:

(a) In the event that 'Section 10, National Electric Code' of this document should adopt an edition other than the 2020 Edition of NFPA 70 'The National Electric Code' as referenced in the 2021 Edition of the International Residential Code (IRC), then that edition will take precedence over Chapters 34 through 43 of the IRC.

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.~~

Section 5. International Mechanical Code.

A. General: The International Mechanical Code, 2021 Edition, including Appendix A is adopted by reference and hereby made a part of Chapter 4 as amended below:

~~1. Section 109 Fees is repealed. There are no fees for plan review or inspections. Re-inspection fees may apply per Section 4. C. 3.~~

Commented [SGP68]: P2705.1 Item #3 of this section simply states that fixtures that come in contact with walls or floors shall be watertight--- (which should be the main purpose of all plumbing fixtures.) Staff recommends striking this amendment.

Commented [SGP69]: This amendment is no longer needed if the proposed Section 1.7 'Flood Hazard Prevention' section is approved.

Commented [SGP70]: This is a suggested change for ease of use in the field.

IRC Chapters 34 through 43 are sections lifted directly from the 2020 National Electric Code (NEC) and are organized in a sequential, common sense format. The IRC also cross-references code sections directly back to the NEC should the need arise.

With this amendment, staff can utilize only 1 code book in the field for all residential inspections without relinquishing our ability to use the NEC when necessary.

Commented [SGP71]: This amendment is redundant since fees are already addressed in Section 1.8 of this document.

Commented [SGP72]: Section 109 simply states that fees for permits must be paid if applicable. Repealing this section is redundant and unnecessary since fees are already addressed in Section 1.8 of this document.

2. Section 115.4 Violation Penalties is repealed.

3. ~~Section 108.5 Stop Work Order is repealed.~~

4. Section 114 Means of Appeals is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

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 (Duct Construction). Delete the reference to the International Energy Conservation Code. ~~The rest of the section to remain as is.~~

Section 6. International Plumbing Code

A. General: The International Plumbing Code, 2021 Edition, including Appendix A and B is adopted by reference and hereby made a part of Chapter 4 as amended below:

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 115.4 Violation Penalties is repealed.

3. ~~Section 108.5 Stop Work Orders is repealed.~~

4. Section 114 Means of Appeal is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

Commented [SGP73]: This section of the IMC simply states that a Stop Work Order may be issued. This is consistent with Section 1.9.B of this document. Removing this section is unnecessary and redundant.

Commented [SGP74]: This amendment is more restrictive than the IMC and the International Fuel Gas Code (IFGC). Both the IMC and IFGC provide mandatory safety features for all types of heat sources. Staff recommends removing this amendment thereby giving constituents more choices for comfort heat.

Commented [SGP75]: This amendment allowed for bathroom fans to vent in the attic, something that the IMC does not allow. Venting moist warm air to the attic is a known contributor to wood rot and mold. Staff suggests removing this amendment.

Commented [SGP76]: Suggest deleting this statement. It is redundant.

Commented [SGP77]: Section 106.6 (now 109) simply states that fees for permits must be paid if applicable. This amendment is redundant and unnecessary since fees are already addressed in Section 1.8 of this document.

Commented [SGP78]: Suggest striking this amendment. This section is compatible with Section 1.9 Enforcement and Penalties of this document and does not change procedure or intent. Amending this section is redundant and unnecessary.

5. Section 305.4 Freezing. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.
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. Water service risers 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 beneath the home.

Exception: Lawn watering systems need not be installed at the above depth.

6. Section 305.4.1 Sewer Depth. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

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 *Backflow Prevention* 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:

Commented [SGP79]: This section has been struck and directs the user to Section 1.6 for all design criteria information is found.

Commented [SGP80]: This language is virtually identical to what is found in the IPC and staff can find no reason to keep this amendment. The wording is redundant because it is already so stated in the IPC.

Commented [SGP81]: Suggest striking the selected text. It is language directly out of the IPC—The necessary amendment is providing backflow prevention to prevent contamination of shared wells.

Commented [SGP82]: The reference to Community Water Systems is struck because those regulations will be moved to Chapter 6 Subdivision Regulations.

~~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*.~~ Replace 'International Private Sewage Disposal Code' with 'Appendix 2 of Chapter 4'.

~~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. Table 403.1 Minimum Number of Required Plumbing Fixtures. Amend as follows:

Delete drinking fountain requirements; however, if *Applicant* chooses to install drinking fountains, all provisions of this section shall apply.

~~13. Section 410.2 Small Occupancies shall be amended as follows:~~

~~Drinking fountains shall not be required for an occupant load of 30 or fewer.~~

14. Section 403.2 Separate Facilities. Amend as follows:

Delete Exception number 6.

Section 7. International Fuel Gas Code

A. General: The International Fuel Gas Code, 2021 Edition, including all Appendices is adopted by reference and hereby made a part of Chapter 4 as amended below:

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 115.4, Violation Penalties is repealed.

3. ~~Section 108.5, Stop Work Orders is repealed.~~

Commented [SGP83]: This suggested change simply states the same thing in 11 words instead of 34. No change to the intent or application of this section.

Commented [SGP84]: Suggest striking this amendment. The IPC states that increases in vent size are to be made inside the 'thermal envelope' which is in keeping with the intent of preventing Frost Closure of vents in cold weather.

Commented [SGP85]: Last year the code was amended to lower the threshold of when drinking fountains were required as shows in Section 13 below 'Small Occupancies'. After further review and research, staff recommends deleting this section as written and make drinking fountains optional.

Commented [SGP86]: Strike this amendment if the proposed amendment making drinking fountains optional is approved.

Commented [SGP87]: Exception number 6 is a new item that would allow a single restroom containing multiple toilets and urinals, etc., to be commonly used by all genders. Removing exception 6 ensures that genders will be separated ensuring privacy for those who wish not to be forced to share a communal bathroom with those of another sex.

Commented [SGP88]: This Section simply states that fees for permits must be paid if applicable. Repealing this section is redundant since fees are addressed in Section 1.8 of this document.

Commented [SGP89]: Suggest striking this amendment. This section is compatible with Section 1.9 Enforcement and Penalties of this document and does not change procedure or intent. Amending this section is redundant.

4. Section 113, Means of Appeal is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

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.

Commented [SGP90]: Suggest striking this amendment.

IFGC Section 303.3, Exceptions 3 and 4 allow the use of unvented room heaters when provided with specific safety features. This amendment deleting those two exceptions prohibits the use of those unvented room heaters.

Staff recommends leaving the two exceptions intact thereby giving constituents more options for comfort heating.

Commented [SGP91]: This section also deals with unvented room heaters, same as above.

This amendment is more restrictive than the IMC and the International Fuel Gas Code (IFGC). Both the IMC and IFGC provide mandatory safety features for all types of heat sources. Staff recommends removing this amendment thereby giving constituents more choices for comfort heat.

Section 8. International Fire Code

A. The International Fire Code, 2021 Edition, including Appendices A, D, E, F, G and B is adopted by reference and hereby made a part of Chapter 4 as amended below. (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 as outlined below.

Commented [SGP92]: These changes are merely 'housekeeping items.' This removes redundant and inconsistent wording. Appendix A is removed because all appeals are handled by the Campbell County Board of Appeals.

1. Section 101.1 'Title' 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 111, Board of Appeals is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

3. Section 401.3.2 Alarm Activations, the following is added add:

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.

Commented [SGP93]: The lines struck are redundant and unnecessary.

4. Section 505.1, Address Numbers, is 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*~~ Fire Department. The *Building Division* and the Fire Department ~~has~~ have the ordering ~~forms~~ instructions 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 is amended ~~to read~~ as follows:

For areas with access to a water supply capable of supplying the required hydrant fire flows in accordance with Appendix B, 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.

~~Section 507.1.1, A building, or portion of a building which are is hereafter constructed or moved into the jurisdiction which are Where 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.~~

7. Section 507.5.1, Where Required is amended ~~to read~~ as follows:

For areas with access to a water supply system capable of supplying required fire flows in accordance with Appendix B, 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.

Commented [SGP94]: This section has been reworded to reflect the actual processes involved. The Building Code Official still retains full authority, but the Fire Department is the entity that approves the location of the key box because they are the actual end-user.

Commented [SGP95]: This section has been formatted and edited for brevity and clarity. No change to the intent has been made.

Commented [SGP96]: This is already addressed under IFC Section 903.3.5 and is redundant and therefore struck.

8. New Section ~~901.4.6.1~~, 901.4.7.5 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.

Commented [SGP97]: This section has been edited for clarity and brevity. No change to the intent has been made.

~~9. 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*.~~

Commented [SGP98]: This amendment is redundant and therefore struck.

Section 9. International Existing Building Code

A. The International Existing Building Code, 2021 Edition, is adopted by reference and hereby made a part of Chapter 4 as amended below:

1. Section 101.4.2 Building previously occupied, reference to the International Property Maintenance Code as specified in Section 3.A.(4) of this document. ~~is removed~~.

Commented [SGP99]: This is amended wording to coordinate with the Chapter 4 Section cited.

2. Section 112.3 Board of Appeals members qualifications is repealed in its' entirety.

Commented [SGP100]: This is a proposed new amendment. Board of Appeals is already addressed in Section 1.10 of this document and leaving this unamended would conflict with that section.

3. Section 1401.2 Conformance, reference to the International Property Maintenance Code as specified in Section 3.A.(4) of this document. ~~is removed.~~

Section 10. National Electric Code (NFPA 70)

A. The National Electrical Code, NFPA 70, 2020 Edition, ~~as copyrighted by the National Fire Protection Association,~~ including ~~Article 80, also known as~~ Informative Annex H Administration and Enforcement is adopted by reference and hereby made a part of Chapter 4 as amended below.

Commented [SGP101]: The wording used in Section A is redundant and is thereby struck for brevity.

1. 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 within 50' (fifty feet) and in plain view from outside of a building or structure. ~~(Note: Mobile Homes and Manufactured Homes shall comply with Article 550 of the National Electrical Code.)~~

~~2. 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.~~

~~3. Section 250.53(A)(2) Exception shall be repealed in its entirety.~~

B. Informative Annex H, Administration and Enforcement, Section 80

4. Section 80.1(2) Investigation of Fires of the National Electric Code is repealed.

5. Section 80.15 Electric Board of the National Electric Code is repealed and replaced with Section 1.10 Appeals of Chapter 4. ~~renamed *Building Code Appeals Board*.~~

~~6. Section 80.15(A) of the National Electric Code is repealed.~~

~~7. Sections (B) through (H) of Section 80.15 of the National Electric Code are repealed.~~

8. Sections 80.23(B)(3) Penalties of the National Electric Code is repealed and replaced with Section 1.9 Enforcement and Penalties of Chapter 4.

9. Section 80.27 Inspectors Qualifications:

(a) Subsection 80.27(A) is repealed and replaced with: "Inspectors qualifications as required by W.S. 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) Subsections 80.27(B) Experience, (C) Recertification and (D) Revocation and Suspension are repealed.

10. Sections 80.33 'Repeal of Conflicting Acts' and 80.35 'Effective Date' are repealed.

Section 11. Liquefied Petroleum Gas Code (NFPA 58)

A. General: The Liquefied Petroleum Gas Code (NFPA 58), ~~2014~~ 2020 Edition, is adopted by reference and hereby made a part of Chapter 4.

Section 12. Small Wastewater Systems

Commented [SGP102]: The section referencing Article 550 is redundant and therefore struck.

The 50' requirement is a proposed addition to this amendment. The reason for the suggested "50' and in plain view" wording is because the term 'readily accessible location' is too vague and difficult to administer.

Commented [SGP103]: This amendment specifies a 200 amp service minimum rather than a 100 amp as required by the NEC. Staff can find no reason to require a 200 amp service and recommends striking this amendment from Chapter 4.

Commented [SGP104]: This Exception in 250.53(A)(2) of the NEC allows an electrician to demonstrate that a grounding electrode system meets the NEC requirements by use of electrical test equipment.

Staff can find no reason why an electrician shouldn't be allowed to prove a system meets the minimum standards of the NEC as an alternative to the strict adherence of the prescriptive code.

Staff recommends striking this amendment from Chapter 4.

Commented [SGP105]: The sections of 80.15 is re-worded and condensed here. No change has been made to the intent or application of these 3 amendments. All appeals are directed to Campbell County Board of Appeals.

Commented [SGP106]: This section has been modified to clarify that 'penalties' is governed by Section 1.9 of Chapter 4.

A. General: *Small Wastewater Systems* shall comply with Wyoming Division of Environmental Quality Rules and Regulations, Chapter 25 as amended in Appendix 1 to Chapter 4, provided that:

1. Installations shall comply with Chapter 7 Zoning Regulations as applicable.

2. Any system with a design flow greater than 2,000 gallons of sewage per day or that discharges non-domestic sewage shall be permitted through the Wyoming Department of Environmental Quality.

3. ~~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 minimum capacity, as required by Appendix 2 to Chapter 4 Regulations.~~

Commented [SGP107]: Staff recommends deleting this section, thereby allowing each project to be evaluated on a case by case basis.

B. Multiple Systems on One Parcel: Where more than one *Small Wastewater System* is allowed, the systems shall be subject to the following:

1. Individual systems shall be spaced a minimum of 400' apart.

2. Distance between each system shall be measured from the edge of the nearest leach field.

3. Verification of adequate spacing may be required by an *Engineer*.

Section 13. List of Appendices

Appendix 1: DEQ Chapter 25 Amended

Appendix 2: Campbell County *Small Wastewater System* Permit Workbook and Application

Appendix 3: Campbell County Flood Damage Prevention Ordinance

Commented [SGP108]: Chapter 4 has always referred to the Campbell County Flood Damage Prevention Ordinance when building in a floodplain. When needed for reference, designers and the public would have to make special request to view the document. Staff is simply suggesting that it be included as an appendix to Chapter 4 for ready access.

Campbell County
wyoming

Chapter 4
Rules Regulating Construction

Amended July 2021

CHAPTER 4
RULES REGULATING CONSTRUCTION
Amended July 2021

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Section 1. Authority.

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

A. The *Building Division* shall enforce the *Rules Regulating Construction* prescribed in Chapter 4 for the unincorporated areas of Campbell County

B. The *Building Code Official* shall have the authority to render interpretations and enforce the *Rules Regulating Construction*.

Section 1.1. Chapter 4 User Guide

Chapter 4 *Rules Regulating Construction* has been designed and drafted for ease of use to quickly find applicable information. Key points of this document are as follows:

A. Section 1 covers administrative requirements for obtaining construction permits. This includes the scope of Chapter 4, specifying what projects are exempt from Chapter 4, model codes adopted, design criteria, permit requirements, fees, enforcement, appeals, etc.

B. Section 2 is a compilation of definitions that are specific for use in the *Rules Regulating Construction.* Any word or phrase that is both capitalized and italicized within this document means that there is a unique definition listed in Section 2.

C. Sections 3 through 14 are stand-alone sections for each model code adopted in Chapter 4. Each adopting section contains specific amendments to the respective model code.

D. Section 15 is a list of applicable appendices.

Section 1.2. Scope and Applicability.

This Chapter shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and *Occupancy Classification*, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures, and plumbing, mechanical, fuel gas, electrical, and *Small Wastewater Systems* in the unincorporated areas of Campbell County that is not specifically exempted in accordance with Section 1.4 ‘Exemptions’.

Section 1.3. Permits Required.

A. Permit Types, General.

Except as exempted in 'Section 1.4 Exemptions', any *Owner* or *Owner*'s authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the *Occupancy Classification* of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, *Small Wastewater System* or plumbing system, the installation of which is regulated by this Chapter, or to cause any such work to be performed, shall first make application to the *Building Division* and obtain the required permit(s) as appropriate from the permit types listed below.

1. *Building Permit*
2. *Electrical Permit*
3. *Mechanical Permit*
4. *Plumbing Permit*
5. *Small Wastewater System Permit*

B. Fire Code Permits.

Where Operational or Construction Permits are required by Sections 105.5 and 105.6 respectively of the International Fire Code, application shall first be made to the Campbell County Fire Department. Fire Code Permits shall be issued by the Fire Department.

C. General Permit Application Requirements.

1. Water Source Required.

For new construction, verification *of a Potable Water* source *shall* be provided by submitting one of the following:

(a) For on-lot wells a copy of the valid State Engineer's Office well permit for the proposed use.

(b) 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.

(c) For connections to *Centralized Water Systems*, written verification shall be submitted from the *Owner* of the system verifying permission is granted to make the connection.

(d) For systems such as cisterns or above ground tanks supplied by transported water, or other acceptable means, *Construction Documents* shall be submitted containing information including tank size, location, and other applicable information.

2. Zoning Certificate Required.

   For zoned parcels, an approved Zoning Certificate per Chapter 7 Zoning Regulations from the Planning and Zoning Division is required prior to permit issuance.

3. Site Plan.

   An approved site plan shall be a drawing, to scale or clearly dimensioned, showing the uses and structures (existing and 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). A grading plan and/or spot elevation plan may also be required to address topographical and drainage issues on a site by site basis.

4. Culverts.

   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 Home-Owners Association.

5. Addresses.

   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.

6. Addressing Standards.

   All properties must display the assigned address with address numbers posted in accordance with the International Fire Code as adopted herein. Inspections by the *Building Division* will not be performed until address numbers are posted.

7. *Construction Documents*.

   Plans shall be drawings that show the shape, size, and location of details relating to the proposed construction of all structures. The plans shall clearly indicate the nature and extent of the work proposed and show by graphical details or other means that the project will conform to the *Rules Regulating Construction*.

8. Permit Issuance.

   The *Building Code Official* shall issue permits under this Chapter after determining that the proposed project will comply with the *Rules Regulating Construction*.

9. Job Site Requirements.

   The *Applicant* shall maintain a copy of all permits, approved plans, job sign off sheet, and plan review documents available on the job site.

10. Site Plan Review.

    For all public, *Commercial* or industrial buildings, a Site Plan Review application and meeting may be required prior to applying for a *Building Permit*.

Section 1.4. Exemptions

A. General: Chapter 4 Rules shall not apply as delineated in sub-sections 1-8 below.

1. Oil, Gas, Coal, and Mineral Extraction.

   Chapter 4 Rules shall not apply to public, commercial, or industrial buildings or structures associated with the extraction of oil, gas, coal, or other minerals.

2. *Farm or Ranch Operation*s.

   Chapter 4 Rules shall not apply to structures located on parcels used exclusively for *Farm or Ranch Operation*s, provided that:

   (a) Electrical contractors performing work on *Farm or Ranch Operation*s shall comply with W.S. 35-9-123(b) by obtaining an *Electrical Permit* in accordance with Chapter 4 and,

   (b) *Small Wastewater Systems* are subject to Chapter 4 rules and permits are required.

3. One or Two-Family *Residential* Dwellings Outside of a *Platted Subdivision*.

   Building Permits shall not be required for One or Two-Family *Residential* dwellings located outside of a *Platted Subdivision*; provided that:

   (a) Chapter 4 Rules do apply, and permits are required for the structures' interior and exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

4. Detached Non-habitable *Residential Occupancy Use* Accessory Structures in *Platted Subdivisions*.

   Building Permits shall not be required for detached non-habitable *Residential Occupancy Use* accessory structures that meet the following conditions:

(a) has a clear roof span of less than 61 feet,

(b) is located at least seven (7') from any dwelling regardless of accessory structure size, provided that:

(c) Chapter 4 Rules do apply, and permits are required for the interior and exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

5. Detached or Attached *Residential Occupancy Use* Accessory Structures Outside of a *Platted Subdivision.*

Building Permits shall not be required for *Residential Occupancy Use* accessory structures on any parcel located outside of a *Platted Subdivision* provided that:

(a) Chapter 4 Rules do apply, and permits are required for the interior and exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

6. HUD Manufactured Homes (*Platted Subdivisions* or Un-platted Parcels).

*Building Permit*s shall not be required for Manufactured Homes designed and built to the Manufactured Home Construction and Safety Standards (HUD Code) displaying a red (HUD) certification label on the exterior of each transportable section; provided that:

(a) Chapter 4 Rules do apply, and permits are required for the structures' exterior electrical, plumbing, mechanical, and *Small Wastewater System* needs.

7. Centralized Water Systems

Building Permits shall not be required for the portions of *Centralized Water Systems* permitted by Campbell County under the delegated authority from Wyoming DEQ including transmission lines, storage tanks, pumphouses and chlorination buildings, along with associated piping and appurtenances provided that:

(a) Chapter 4 rules do apply, and permits are required for electrical and mechanical needs in any pumphouse or chlorination building and,

(b) Chapter 4 rules do apply, and permits are required for *Water Service Connection*s.

8. State and Federal Provisions

Chapter 4 shall not apply to any construction or installation that Campbell County is preempted by state or federal law from regulating or permitting.

Section 1.5. Model Codes and Standards Adopted.

General: Chapter 4 *Rules Regulating Construction* adopts the following model codes and standards as amended herein:

A. International Codes, 2021 editions, published by the International Code Council, Inc:

1. International Building Code® (IBC),
2. International Residential Code® (IRC),
3. International Plumbing Code® (IPC),
4. International Fuel Gas Code® (IFGC),
5. International Mechanical Code® (IMC),
6. International Existing Building Code® (IEBC),
7. International Fire Code® (IFC),
8. International Property Maintenance Code® (IPMC)

B. NFPA Codes, published by the National Fire Protection Agency:

1. NFPA 70®, 'National Electrical Code®' (NEC), 2020 Edition
2. NFPA 58®, 'The Liquefied Petroleum Gas Code®' 2017 Edition

Section 1.6. Climatic and Geographical Design Criteria.

A. 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 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 considered in addition to the balanced snow load where applicable.

B. Basic Design Wind Speeds:

Risk Category I: 100 mph

Risk Category II: 110 mph

Risk Category III: 115 mph

Risk Category IV: 120 mph

C. Seismic Design Category:

'B'

D. Weathering:

Severe

E. Frost Line Depth (Building):

42"

F. Frost Line Depth (Water):

1. Five (5) feet, Six (6) inches

(a) Water service risers 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 beneath the home.

(b) Exception: Lawn watering systems.

G. Frost Line Depth (Sewer):

Building sewers that connect to s*mall Wastewater 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.

H. Winter Design Temperature:

Minus 5 degrees Fahrenheit

I. Ice Barrier Roof Underlayment Requirements:

Yes/ Required

J. Flood Hazard:

FIRM / FHBM Effective Date January 02, 2008

K. Air Freezing Index:

2000

L. Mean Annual Temperature:

45 degrees Fahrenheit

M. Concrete Design Standard:

1. 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.

(a) Except: If 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).

Section 1.7. Flood Hazard Area Development

A. General: All references to development in Special Flood Hazard Areas found in the model codes adopted herein shall comply with the following:

1. Appendix 3, *Flood Damage Prevention Resolution*

Section 1.8. Permit Fees.

A. *Commercial Building Permit*s:

A $250 fee will be charged for all new construction requiring a Commercial *Building Permit*.

B. *Commercial Building* Plan Review Fees:

The initial plan review of *Construction Documents* for a commercial project and the first re-review of amended *Construction Documents* are free. Additional required re-reviews will be assessed a $250.00 fee.

C. *Commercial Building* Inspection Fees:

The first two (2) inspections for each portion of construction or type of work are free. Each additional re-inspection for the same work incorrectly performed will be assessed a fee of $60. The fee must be paid in person at the *Building Division* office before additional re-inspections will be scheduled.

D. Work Performed Prior to Obtaining a Required Permit

Work that has begun without first obtaining a required permit will be assessed a $60.00 fee.

E. All Other Permits:

No fees.

Section 1.9. Enforcement and Penalties.

A. Violations: Persons who violate 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.

B. Stop Work Orders: 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 1.9.A above.

Section 1.10. Appeals.

A. 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.

B. The *Building Code Official* reserves all other rights and remedies available under the law to enforce the *Rules Regulating Construction*.

Section 2. Definitions.

As used in Chapter 4, 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.

C. "*Building Division*" means the division of the Campbell County Department of Public Works responsible for issuing *Building, Electrical, Mechanical, Plumbing, and Small Wastewater System Permit*s, and performing inspections on that work.

D. "*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.

E. "*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 Chapter 4.

F. "*Building Permit*" means an official certificate of authorization by the *Building Division* for construction, enlargement, *Change of Use*, or alteration of a building in accordance with Chapter 4.

G. "*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).

H. "Centralized Water System" means a system that provides water to all lots in a subdivision via distribution pipelines within rights-of-ways or easements, with services to each lot. A community water system and a public water system are both considered *Centralized Water System*s.

I. "Change of Use" means a change in the *Occupancy Classification* of a building, structure, or portion thereof as regulated by the International Building Code.

J. "*Commercial Building*" means structures and any associated plumbing, mechanical, electrical, or other appurtenances as governed by the International Building Code.

K. *"Commercial Building Permit"* means an official certificate of authorization by the *Building Division* for a *Commercial Building.*

L. "*Construction Documents*" means written, graphic, and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a building, plumbing, mechanical, electrical, or *Small Wastewater System* permit.

M. "*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.

N. "*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 *Small Wastewater Systems*, publicly owned and controlled sewage collection facilities, and publicly owned and controlled water distribution facilities.

O. "*Electrical 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.

P. "*Engineer*" means a professional engineer licensed with the State of Wyoming Board of Professional Engineers and Professional Land Surveyor.

Q. "*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.

R. "*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.

S. "*Mechanical Permit*" means an official certificate of authorization by the *Building Division* for heating, ventilation, air conditioning and gas line work.

T. "*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*.

U. "*Occupancy Classification*" means the formal designation of the primary purpose of a building, structure or portion thereof based on the nature of the hazards and risks to building occupants as listed in the International Building Code. (See '*Change of Use'*)

V. "*Owner*" means the person holding title to real property.

W. "*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*.

X. "*Plumbing Permit*" means an official certificate of authorization issued by the *Building Division* for domestic or commercial water supplies, sewage disposal, and all piping and materials necessary to complete these activities.

Y. "*Potable Water*" means water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming to the bacteriological and chemical quality requirements of the Public Health Service Drinking Water Standards or of the Campbell County Health Department.

Z. "*Premises*" means a lot, plot or parcel of land, easement, or public way, including any structures thereon.

AA. "*Remodeling*" includes repairing, altering, or expanding a building or its plumbing, mechanical or electrical systems.

BB. "*Residential*" means structures and any associated plumbing, mechanical, electrical, or other appurtenances as governed by the International Residential Code.

CC. "*Rules Regulating Construction*" means this document as adopted by the Board of Commissioners.

DD. "*Small Wastewater System*" means any sewerage 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.

EE. "*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. International Building Code

A. General: The 2021 International Building Code including Appendices 'C' and 'J' are adopted by reference and hereby made a part of this Chapter as amended below:

1. Section 101.4.3 Plumbing. Amended to read as follows:

   Strike 'The International Private Sewage Disposal Code' and replace with *'Small Wastewater Systems,* Appendix 2'.

2. 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.

3. Section 101.4.6., Energy is deleted in its' entirety.

4. Section 113 Board of Appeals is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

5. Section 310.4.1 Care Facilities Within a Dwelling. Amend as follows:

   (a) Add the word 'detached' before 'single-family dwelling' to read 'detached single-family dwelling' and;

   (b) Strike the words 'provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or Section P2904 of the International Residential Code.'

6. Section 310.4.2 Lodging Houses. Amend as follows:

   (a) Add the word 'detached' before 'lodging houses' to read 'detached lodging houses' and;

   (b) Strike the words 'provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or Section P2904 of the International Residential Code.'

7. Chapter 13 Energy Efficiency is repealed in its entirety.

8. Section 1608.2 Ground Snow Load. Repeal in its entirety. Refer to Section 1.6 'Climatic and Geographical Design Criteria' of Chapter 4.

9. 1803.5.3 Expansive Soils.

   The *Building Code Official* shall require soil tests to be performed for all commercial and industrial buildings.

10. Section 2901.1 (Plumbing) Scope. Amend as follows:

    Strike 'International Private Sewage Disposal Code' and replace with 'Appendix 2, *Small Wastewater Systems*.

11. Table 2902.2 Minimum Number of Required Plumbing Fixtures. Amend as follows:

    Delete drinking fountain requirements; however, if *Applicant* chooses to install drinking fountains, all provisions of this section shall apply.

12. Section 2902.2 Separate Facilities. Amend as follows:

    Delete Exception number 6.

Section 4. International Residential Code

A. General: The 2021 International Residential Code including Appendices 'A', 'B', 'C' and 'E' are adopted by reference and hereby made a part of this Chapter as amended below:

1. Section R112 Board of Appeals is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

2. Table R301.2(1) Climatic and Geographical Design Criteria is amended as follows:

Replace Table R301.2(1) with Chapter 4 Section 1.6.

3. Section R302.13 'Fire Protection of Floors' is repealed.

4. Section R309.5 'Fire Sprinklers' (Garages) of the International Residential Code is amended to read:

'Where voluntarily installed, the system shall comply with Section R309.5.'

5. Section R313 is amended to read:

'Section R313 'Automatic Fire Sprinkler Systems' are not required, however, where installed, the system shall comply with Section R313 as applicable.'

6. R401.4.1 Geotechnical Evaluation. The sentence *'In lieu of a complete geotechnical evaluation, the load bearing values in Table R401.4.1 shall be assumed'* shall be replaced with:

In lieu of a geotechnical evaluation, 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 IRC Table R401.4.1 and specify the appropriate Class of Material to be used for the foundation design.

7. Chapter 11 Energy Efficiency is repealed in its entirety.

8. M1411.8 Locking Access Port Caps is repealed in its entirety.

9. Section P2603.5 Freezing. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

10. Section P2603.5.1 Sewer Depth. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

11. Section E3401.1 Applicability. Add the following sentence:

'In the event that 'Section 10, National Electric Code' of this document should adopt an edition other than the 2020 Edition of NFPA 70 'The National Electric Code' as referenced in the 2021 Edition of the IRC, then that edition will take precedence over Chapters 34 through 43 of the IRC.'

12. Add Appendix E, Section AE101 General. Amended to read as follows:

'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.

Section 5. International Mechanical Code.

A. General: The International Mechanical Code, 2021 Edition, including Appendix A is adopted by reference and hereby made a part of Chapter 4 as amended below:

1. Section 115.4 Violation Penalties is repealed.

2. Section 114 Means of Appeals is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

3. Section 301.2 Energy Utilization is repealed.

4. 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.

5. Section 604.1 General (Duct Construction). Delete the reference to the International Energy Conservation Code.

Section 6. International Plumbing Code

A. General: The International Plumbing Code, 2021 Edition, including Appendix A and B is adopted by reference and hereby made a part of Chapter 4 as amended below:

1. Section 115.4 Violation Penalties is repealed.

2. Section 114 Means of Appeal is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

3. Section 305.4 Freezing. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

4. Section 305.4.1 Sewer Depth. Amend to refer to Section 1.6 Climatic and Geographic Design Criteria of this document.

5. 602.1 General. WATER REQUIRED is amended to read as follows:

'All shared wells shall be required to install a dual check valve *Backflow Prevention* on each water service line.'

6. Section 701.2 Sewer Required is amended to read as follows:

Replace 'International Private Sewage Disposal Code' with 'Appendix 2 of Chapter 4'.

7. Table 403.1 Minimum Number of Required Plumbing Fixtures. Amend as follows:

Delete drinking fountain requirements; however, if *Applicant* chooses to install drinking fountains, all provisions of this section shall apply.

8. Section 403.2 Separate Facilities. Amend as follows:

Delete Exception number 6.

Section 7. International Fuel Gas Code

A. General: The International Fuel Gas Code, 2021 Edition, including all Appendices is adopted by reference and hereby made a part of Chapter 4 as amended below:

1. Section 115.4, Violation Penalties is repealed.

2. Section 113, Means of Appeal is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

Section 8. International Fire Code

A. General: The International Fire Code, 2021 Edition, including Appendices B, D, E, F, and G is adopted by reference and hereby made a part of Chapter 4 as amended below. Appendix B only applies in areas with access to a water supply capable of supplying the required fire flows as outlined below.

1. Section 101.1 'Title' is amended as follows:

   These regulations shall be known as the Fire Code of Campbell County hereinafter referred to as "this code".

2. Section 111, Board of Appeals is repealed in its entirety and replaced with Section 1.10 'Appeals' of this document.

3. Section 401.3.2 Alarm Activations, add:

   C*entral 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, is amended as follows:

   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, Key Boxes, Where Required. Delete the first sentence and amend 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 Fire Department. The *Building Division* and the Fire Department have the ordering instructions 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 is amended as follows:

   For areas with access to a water supply capable of supplying the required hydrant fire flows in accordance with Appendix B, 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 507.5.1, Where Required is amended as follows:

   For areas with access to a water supply system capable of supplying required fire flows in accordance with Appendix B, 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.

8. New Section 901.4.7.5 'Clearances' is added as follows:

   Fire Protection Equipment shall not be obstructed or concealed. 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.

Section 9. International Existing Building Code

A. General: The International Existing Building Code, 2021 Edition, is adopted by reference and hereby made a part of Chapter 4 as amended below:

   1. Section 101.4.2 Building previously occupied, reference to the International Property Maintenance Code as specified in Section 3.A.(4) of this document.

   2. Section 112.3 Board of Appeals members qualifications is repealed in its' entirety.

   3. Section 1401.2 Conformance, reference to the International Property Maintenance Code as specified in Section 3.A.(4) of this document.

Section 10. National Electric Code (NFPA 70)

A. General: The National Electrical Code, NFPA 70, 2020 Edition, including Informative Annex H 'Administration and Enforcement' is adopted by reference and hereby made a part of Chapter 4 as amended below.

1. 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 within 50' (fifty feet) and in plain view from outside of a building or structure.'

B. Informative Annex H, Administration and Enforcement, Section 80

2. Section 80.1(2) Investigation of Fires of the National Electric Code is repealed.

3. Section 80.15 Electric Board of the National Electric Code is repealed and replaced with Section 1.10 Appeals of Chapter 4.

4. Sections 80.23(B)(3) Penalties of the National Electric Code is repealed and replaced with Section 1.9 Enforcement and Penalties of Chapter 4.

5. Section 80.27 Inspectors Qualifications:

   (a) Subsection 80.27(A) is repealed and replaced with: "Inspectors qualifications as required by W.S. 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) Subsections 80.27(B) Experience, (C) Recertification and (D) Revocation and Suspension are repealed.

6. Sections 80.33 'Repeal of Conflicting Acts' and 80.35 'Effective Date' are repealed.

Section 11. Liquefied Petroleum Gas Code (NFPA 58)

A. General: The Liquefied Petroleum Gas Code (NFPA 58), 2020 Edition, is adopted by reference and hereby made a part of Chapter 4.

Section 12. Small Wastewater Systems

A. General: *Small Wastewater Systems* shall comply with Wyoming Division of Environmental Quality Rules and Regulations, Chapter 25 as amended in Appendix 1 to Chapter 4, provided that:

1. Installations shall comply with Chapter 7 Zoning Regulations as applicable.

2. Any system with a design flow greater than 2,000 gallons of sewage per day or that discharges non-domestic sewage shall be permitted through the Wyoming Department of Environmental Quality.

B. Multiple Systems on One Parcel: Where more than one *Small Wastewater System* is allowed, the systems shall be subject to the following:

1. Individual systems shall be spaced a minimum of 400’ apart.

2. Distance between each system shall be measured from the edge of the nearest leach field.

3. Verification of adequate spacing may be required by an *Engineer*.

Section 13. List of Appendices

Appendix 1: DEQ Chapter 25 Amended

Appendix 2: Campbell County *Small Wastewater System* Permit Workbook and Application

Appendix 3: Campbell County Flood Damage Prevention Ordinance

CERTIFICATE OF ADOPTION OF RULES

Adopting Entity: Campbell County Board of County Commissioners

Rules Adopted: Chapter 4, Rules Regulating Construction / Updated for the 2021 International Building Codes / Document Reformatting

Summary of Amendments:

- Updated the International Building Codes (I-codes) from the 2018 edition to the 2021 as required by WY §35-9-121(ii)
- Reformatted Chapter 4 by topic and created a Table of Contents
- Itemized exemptions to Chapter 4
- Update the NFPA 58 Fuel Gas Code from the 2014 edition to the 2020
- Itemized climatic and building design criteria into a single section
- Made existing floodplain regulations an appendix to Chapter 4
- Consolidated duplicated sections
- Removed unnecessary sections already addressed in the I-Codes
- Delete/altered previous amendments that made Chapter 4 regulations more stringent than the I-Codes
- Reinstated four previously deleted I-code sections strengthening regulations
- Add/altered language and definitions that make the regulations easier to understand
- Removed Community Water System permitting requirements from Chapter 4 and moved to Chapter 6, Subdivision Regulations
- Amended two sections of the Building and Plumbing codes to keep bathrooms separated by gender

Statutory Authority: W.S. 18-5-201; W.S. 35-9-121

Date Rules Proposed & Available for Inspection: May 4th, 2021

Copies mailed to all on the mailing list: Yes

Date of Public Hearing: July 7, 2021

Date of Final Adoption: July 7, 2021

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 Planning Commission and the Campbell County Board of County Commissioners in accordance with the Wyoming Administrative Procedure Act.

_____
Robert Maul, Chairman, Board of Commissioners

ATTESTED:

_____
Susan Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: 10:30 Chapter 6 Proposed Subdivision Regulations

*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: Clark Melinkovich, Public Works Senior Engineer CM

DATE: June 29, 2021

SUBJECT: Campbell County Subdivision Regulations Amendments

The Public Works Department finalized amendments to the Chapter 6 Campbell County Subdivision Regulations. These amendments are being completed in conjunction with updates to Chapter 4, Rules Regulating Construction. Certain requirements for Community Water Systems are being moved from Chapter 4 to Chapter 6. Water permitting process and authority is clarified and condensed. Also included are minor amendments to revise definitions and provide clarity to the regulations for ease of use.

On May 4, 2021 the Board of Commissioners put the proposed Subdivision Regulation amendments out for 45-day public comment period and set a public hearing for July 7, 2021. Notices for this public hearing were placed on the County website and in the Gillette News Record on May 18 and June 8.

The proposed changes were available for review on the County website and at the Public Works office. Two open houses were held: May 19 at 12 noon at the George Amos Building, and May 27 at 6pm at the Public Library. The Planning Commission was also briefed on the changes and provided comments. No comments were received from the public.

During the time when the chapter was out for public comment a few very minor changes were made to the content of the document based mostly on comments from the planning commission. These were word changes and sentence restructures for clarity and ease of reading as well as a couple of typographical error fixes. The changes did not alter the intent of any of the rules or requirements.

Public Works recommends the Board approve ammendments to Chapter 6 Subdivision regulations as presented.

CERTIFICATE OF ADOPTION OF RULES

Adopting Entity:	Campbell County Board of County Commissioners
Rules Adopted:	Chapter 6, Subdivision Regulations (These are amended rules)
Summary of Amendments:	Certain requirements for Community Water Systems are being moved from Chapter 4 to Chapter 6. Water permitting process and authority is clarified and condensed. Also included are minor amendments to revise definitions and provide clarity to the regulations for ease of use.
Statutory Authority:	W.S. 18-5-305
Date Rules were made Available for Inspection:	May 4, 2021
Rules made available:	On County website, at public open houses, at Public Works office
Date of Public Hearing:	July 7, 2021
Date of Final Adoption:	July 7, 2021
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 Planning Commission and the Campbell County Board of County Commissioners in accordance with the Wyoming Administrative Procedure Act.

_____
Robert Maul, Chairman, Board of Commissioners

ATTESTED:

_____
Susan Saunders, County Clerk

Campbell County
wyoming

Subdivision Regulations

Adopted: July 7, 2021

Chapter 6

of

The Rules

of

The Campbell County Board of County Commissioners

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SECTION 1. GENERAL PROVISIONS

1.1 Authority

This Chapter is adopted pursuant to and in accordance with the authority vested in the Campbell County Board of Commissioners by W.S. 18-5-301 and 18-5-305, as amended. All previously existing subdivision regulations for Campbell County are hereby superseded.

1.2 Short Title

The Chapter shall be known, cited and referred to as the Subdivision Regulations of Campbell County, Wyoming.

1.3 Purpose

This Chapter has been designed and enacted for the following purposes:

(a) To promote the public health, safety and general welfare of the present and future residents of Campbell County, Wyoming.

(b) To establish reasonable standards of design and procedures for subdivisions and re-subdivisions.

(c) To promote harmonious layout and land use, and to ensure accurate and legal descriptions and monumentation of lands.

(d) To guide public and private policy and action in order to provide adequate and convenient transportation, utilities, educational and other public facilities, parks, recreation, civil defense, fire protection, light and air.

(e) To avoid population and traffic congestion, air and water pollution, and flood damage resulting from inadequate land planning, by establishing requirements for minimum area and width of lots and tracts, proper location and width of streets and roads, adequacy of water source and of sewage and solid waste disposal methods and adequacy of drainage and flood control facilities.

(f) To avoid the excessive expenditure of public funds for the supply of public improvements and services by ensuring that new development meets or exceeds County standards and that costs are burdened on the developer.

(g) To provide for the coordination of easements and roads within subdivided land with other roads, both existing and planned; and to provide for proper physical and legal access, including all necessary easements, the dedication of land for roadways, and public utility easements and the improvement of roads.

(h) To protect and preserve the value of land and buildings throughout Campbell County.

(i) To minimize the conflicts among the uses of land and buildings, and safeguard the interests of the public, the landowner, and prospective lot purchasers.

1.4 Subdivision Permit Required

No person shall subdivide land or record plats without complying fully with this chapter and without first obtaining a subdivision permit from the Board.

SECTION 2. DEFINITIONS

As used in this Chapter

(a) “Administrative Plat” means the adjusting or removal of interior lot lines between 5 or fewer lots, with review and consideration for approval conducted by County staff.

(b) "Alley" means a public thoroughfare which affords a secondary means of access to abutting property.

(c) “Applicable Director” means the Director of Public Works, Planner and Zoning Administrator, Building Code Official or any designee for these positions.

(d) “Associated Entities” means any foundation, association, corporation, LLC, partnership or any individual, person(s), or group that was established or is controlled by the Subdivider or developer, or any of the above entities which the Subdivider or developer holds any relevant financial interest or is entitled to any relevant power.

(e) "Block" means a piece or parcel of land entirely surrounded by public highway, streets, streams, railroad rights-of-way, parks, etc., or a combination thereof.

(f) "Board" means the Campbell County Board of County Commissioners.

(g) “Commercial Use” means occupied building space or property used for any wholesale, retail, or service business activity established to carry on trade for profit, or parcels zoned for commercial use (i.e., C-O, C-1, C-3, etc., as defined by the Campbell County Zoning Regulations, Chapter 7 of Campbell County Rules and Regulations).

(h) "Commission" means the Campbell County Planning Commission.

(i) “Consent to Subdivide” means a recordable document wherein the holder of an interest in the property to be subdivided provides consent to the subdivision and/or plat of the subject property.

(j) "County" means Campbell County, Wyoming.

(k) "Cul-de-sac" means a street or road having one end connecting with another street or road and being terminated at its other end by a vehicle turnaround.

(l) "Department" means the Campbell County Department of Public Works.

(m) “DEQ” means the Wyoming Department of Environmental Quality.

(n) “Designated Service Area” means the area intended to be served by regional water as defined by Exhibit C of the Gillette Regional Water Supply System Joint Powers Agreement.

(o) "Disposal system" means a system for disposing of wastes, either by surface or underground methods, including sewerage systems, treatment works, disposal wells, and absorption field.

(p) “Dwelling unit" means any structure or part thereof, designed to be occupied as the living quarters of a single family or housekeeping unit.

(q) "Easement" means an authorization by a property owner for another to use the Owner’s property for a specified purpose.

(r) "Encumbrance" means a mortgage, lien, charge or liability attached to and binding upon real property, including easements, rights-of-way and delinquent taxes and assessment.

(s) “Engineer" means a professional engineer licensed with the State of Wyoming Board of Professional Engineers and Professional Land Surveyors.

(t) “Gillette Regional Water Supply System Joint Powers Agreement” means the joint powers agreement entered into between the City of Gillette and Campbell County on January 4, 2011 for the provision of regional water services.

(u) “Grantee” means the person or entity who buys or otherwise receives the title to or possession of the parcel which has been segregated from the original tract.

(v) “Grantor” means the person(s), individual(s) or entity who sells, rents, leases or otherwise conveys the title to or possession of the parcel which has been segregated from the original tract.

(w) “High Density Residential” means land uses with multi-family residential housing, or parcels zoned for high density residential use (i.e., R-3, R-4, etc., as defined in the Campbell County Zoning Regulations, Chapter 7 of the Campbell County Rules and Regulations).

(x) "Improvements" means roads, ditches, culverts, pavements, curbs, gutters, sidewalks, water mains, sanitary sewers, storm sewers, utility lines, grading, landscaping, street signs, structures and other items for the welfare of the property owners and the general public.

(y) “Industrial Use” means occupied building space or property used for manufacturing or assembly of products and/or other basic and primary industries, or parcels zoned for industrial use (i.e., I-1, I-2, etc., as defined in the Campbell County Zoning Regulations, Chapter 7 of the Campbell County Rules and Regulations).

(z) “Joint Development Review Area Agreement (JDRAA)” means the agreement signed between the City of Gillette and Campbell County relating to development review within the Joint Review Area.

(aa) “Joint Review Area” means the one-half mile radius surrounding the corporate limits of the City of Gillette and the Town of Wright, where joint review and approval of subdivisions is required, per W.S. 18-5-308(b) and W.S. 34-12-103.

(bb) "Lot" means a numbered or otherwise defined parcel of land intended as a unit for transfer of ownership or for development.

(cc) "Owner" means any person having a legal or equitable interest in land.

(dd) “Plat, Final" means the drawing or drawings and specific supporting materials showing the subdivider's plan for a subdivision prepared and submitted in accordance with the requirements of this Chapter to be recorded with the Campbell County Clerk.

(ee) " Plat, Preliminary" means the map or maps of a proposed subdivision and specified supporting materials, drawn and submitted in accordance with the requirements of this Chapter, to permit the evaluation of the proposal prior to detailed engineering and design.

(ff) “Public Land Survey System” means a survey method used to survey and identify land parcels. The basic units are Principle Meridian, Township, Range, Section and aliquot parts. These surveys shall conform to the 1973 Manual of Surveying Instructions issued by the Bureau of Land Management.

(gg) “Publisher’s Affidavit” means a notarized statement confirming notice by publication was given as required.

(hh) “Residential Use” means lands, buildings or structures or portions thereof used, or designed or intended for use as a home or residence.

(ii) "Re-subdivision" means any amendment to a recorded subdivision plat including the re-division of any lots, tracts or parcels, or the relocation or addition of roads within a subdivision.

(jj) "Right-of-Way" means a strip of land acquired by reservation, dedication, prescription, or condemnation and intended to be occupied by a street, walkway, water line, sanitary sewer, electric line, gas line or other public utility or facility.

(kk) "Sell" means sale, contract to sell, lease, assignment, auction, award by lottery or any offer or solicitation of any offer to do any of the foregoing, concerning a subdivision or any part of a subdivision.

(ll) “Shared Water Well” means a water well permitted through the State Engineer’s office that provides water to multiple parcels. A shared well is not considered a centralized water system.

(mm) Small Wastewater System" means any sewerage 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 4 families or which treats and disposes of 2,000 gallons or less of domestic sewage per day.

(nn) "Street, Arterial" means a street of considerable continuity and traffic carrying capacity connecting various parts of the County.

(oo) "Street, Collector" means a street which collects traffic from local neighborhood streets and carries it to a major street or highway.

(pp) "Street, Local" means a street which affords primary access to abutting private property.

(qq) "Subdivider" means any person who lays out any subdivision or parts thereof either for the account of the subdivider or others.

(rr) "Subdivision" means the creation or division of a lot, tract, parcel or other unit of land for the immediate or future purpose of sale, building development or re-development, for Residential, recreational, Industrial, Commercial or public uses. The word "subdivide" or any derivative thereof shall have reference to the term Subdivision, including mobile home courts, the creation of which constitutes a subdivision of land. The lease of land for agricultural, utility or temporary purposes does not constitute a Subdivision.

(ss) “Subdivision, Major” means the subdivision of one parcel into 6 or more lots; or the subdivision of one parcel into any number of lots that are smaller than 5 acres.

(tt) "Subdivision, Minor" means the subdivision of one parcel into 5 or fewer lots, all greater than 5 acres in size and not classified as a simple subdivision.

(uu) “Subdivision, Simple” means the subdivision of one parcel into 2 lots, both of which are at least 10 acres in size and not part of a previously platted Subdivision.

(vv) “Surveyor” means a professional land surveyor licensed with the Wyoming State Board of Registration for Professional Engineers and Professional Land Surveyors.

(ww) “Water System, Centralized” means a system that provides water to all of the lots in a Subdivision via distribution pipelines within rights-of-way or easements, with services to each lot. A community water system and a public water system are both considered centralized water systems.

(xx) "Water System, Public" means a system that serves at least 25 people with water for human consumption for at least 60 days a year. These systems qualify as Public Water Systems per the US Environmental Protection Agency. Requirements related to them are found in Wyoming DEQ Water Quality Rules and Regulations, Chapter 12.

(yy) “WYDOT” means Wyoming Department of Transportation.

SECTION 3. APPLICABILITY AND EXEMPTIONS.

3.1 Applicability.

This Chapter shall apply to all of the unincorporated lands within Campbell County, Wyoming.

(a) All parcels of land laid out in a Subdivision, as defined in this Chapter, and the streets or other portions of the Subdivision intended to be dedicated pursuant to this Chapter, shall be submitted in the form of a subdivision plat or plats in accordance with this Chapter.

(b) None of the provisions of this Chapter shall be construed to require replatting in any case where plats have been made and legally recorded pursuant to any regulations previously in force; and all plats filed for record and not subsequently vacated are hereby declared valid, notwithstanding the fact that the procedures or the manner and form of acknowledgment may have been different than those prescribed by this Chapter.

3.2 Exemptions from Provisions.

Unless the method of sale or other disposition is adopted for the purpose of evading the provisions of this Chapter, this Chapter shall not apply to the subdivisions of land specified in W.S. 18-5-303; however, the subdivisions are subject to requirements specified in Section 3.3, Statutory Exemptions which have been adopted by the Board regarding documentation of the proper use and implementation of the exemptions.

3.3 Statutory Exemptions.

(a) Any person seeking exemption from this Chapter shall furnish evidence of entitlement to the claimed exemption. The landowner shall sign a statement conforming to Appendix 17, Affidavit for Sale or Transfer of Real Property. The Affidavit is intended to provide all the evidence required by this Chapter. The Affidavit shall be recorded with all documents creating the parcels subject to the exemption.

(b) The following outlines the procedures which shall be followed for each type of exemption allowed pursuant to W.S. 18-5-303.

(i) Exemption as a single gift or sale to a member of the immediate family. The proper use is to convey one parcel of land to a member of the landowner's immediate family, as defined in §18-5-303 for the benefit of the grantee for housing, business or agricultural needs.

(A) The minimum lot size that can be created is 5 acres.

(B) A deed transferring the property to the grantee must be recorded along with the recording of the survey.

(C) The land shall have been titled in the name of the grantor, or in the name of a trust controlled by the grantor, for a combined period of not less than ten (10) years prior to the division and parcels created under this paragraph shall

be titled in the name of the immediate family member for whom the division is made for a period of not less than five (5) years unless such parcels are subject to involuntary transfer including, but not limited to, foreclosure, death, judicial sale, condemnation or bankruptcy;

(D) A proposed division of land as a family transfer may be declared to be an evasion of the Chapter if it is determined by the Applicable Director that one or more of the following conditions exist:

(I) The proposed new parcel would result in a pattern of development.

(II) The division is made for the purpose of speculation by the grantor or for resale for the benefit of the grantor by transferring title to the grantee who has no real interest or participation but is merely a passive stand-in for a real participant who secretly controls activities.

(III) The transfer is the second or subsequent family transfer of property owned by the grantor to the same member of the immediate family.

(ii) Parcels created by any court of the state of Wyoming pursuant to the law of eminent domain, by operation of law or by order of any court in the state of Wyoming.

(A) A survey or any documents recorded must be accompanied by a copy of the court order.

(B) Before a court of record orders a division of land, the court shall notify the Board of Commissioners of the pending division and allow the County to present written comment on the division.

(iii) Parcels created by a lien, mortgage deed of trust or any other security instrument, easements and rights-of-way.

(iv) Lands located within incorporated cities or towns.

(v) Parcels created by the sale or other disposition of land to the state of Wyoming or any political subdivision thereof.

(vi) Railroad rights-of-way.

(vii) Sale or other disposition of land for agricultural purposes or affects the alignment of property lines for agricultural purposes.

(A) The purpose of this exemption is to allow a landowner to create a parcel to be used for agricultural uses as defined in Chapter 7, Campbell County Zoning Regulations. Residential, Commercial or Industrial buildings may not be built on the parcel.

(viii) Parcels created by boundary line adjustments where the parcel subject of the sale or other disposition is adjacent to and merged with other land owned by the grantee.

(A) For boundary line adjustments, a Certificate of Survey showing the relocation of the common boundary lines must be accompanied by a quit claim or warranty deed.

(B) For land mergers, the grantee must record a separate quit claim deed, along with a Certificate of Survey, for the previously existing and the newly described parcel(s), described as one tract of land.

(ix) Cemetery lots.

(A) All survey plats for cemetery lots shall conform to the requirements of W.S. 35-8-101 thru 105.

(B) All survey plats for cemetery lots shall be reviewed by the Planning Department prior to recording. The Campbell County Cemetery District shall review all cemetery plats within the District boundaries.

(x) A parcel created by the acquisition of an interest in land in the name of the husband and wife or other persons in joint tenancy or as tenants in common, and the interest shall be deemed for purposes of this subsection as only one interest.

(xi) Sale or other disposition of land where the parcels involved are 35 acres or larger, subject to the requirement that ingress and egress and utility easements shall be provided to each parcel by binding and recordable easements of not less than 40 feet in width to a public road unless specifically waived by the grantee or transferee in a binding and recordable document.

SECTION 4. ADMINISTRATION & ENFORCEMENT

4.1 Administration

(a) No final plat of a subdivision shall be approved by the Commission or by the Board, unless it conforms to the provisions of this Chapter.

(b) The regulations of this Chapter are minimum standards. Additional administrative standards may be required by the Applicable Director, the Commission, or the Board.

(c) These regulations shall be administered by the Department.

(d) All materials required to be submitted by these regulations shall be provided to the Department. The number and format of the required materials shall be determined by the Department.

(e) All plats submitted to the Board shall first have been examined by the Commission in accordance with the procedures established by this Chapter.

(f) The Department, Commission and the Board shall be guided by the procedures and schedules hereinafter set forth.

(g) Pursuant to the provisions of W.S. 34-12-103, when any part of a subdivision lies outside the limits of an incorporated city or town but within one-half mile of the boundary of an incorporated city or town, that subdivision shall be reviewed by the governing body of the city or town before the plat shall be approved by the Board and filed by the County Clerk.

4.2 Appeals

(a) Any applicant aggrieved by the action of the Commission or the Department in their administration of this Chapter may request an appeal before the Board.

(i) The written request shall be submitted within 30 days of the action appealed and shall state the specific relief which the applicant or landowner seeks. Within 30 days of receipt of such request, the Board shall hold an appeal to determine the proper application of this Chapter.

(ii) At the appeal, the Board shall consider not only the applicant's appeal but also the written or verbal comments of the Commission, and any agency or person and note the decision in its record of the appeal. The applicant or landowner may then proceed with the process to subdivide his land based upon the decision of the Board. This decision shall be binding upon all agencies and administrative personnel of Campbell County.

(b) Any applicant aggrieved by the action of the Board in its administration of the provisions of this Chapter may seek judicial review in accordance with the Wyoming Administrative Procedures Act and the Wyoming Rules of Civil Procedure.

4.3 Variances

(a) The applicant may request a variance from the design standards and infrastructure requirements of Section 7, Subdivision Design Standards. The Board may approve a variance when it finds that all of the following conditions are met:

(i) The variance will not be detrimental to the public health, safety or general welfare or injurious to other adjoining properties.

(ii) Due to the physical surroundings, shape or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self-imposed.

(iii) Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.

(iv) The variance will not cause a substantial increase in public costs, now or in the future.

(v) The variance will not result in a subdivision that conflicts with any adopted Comprehensive Plan, Land Use Map or Zoning Regulations.

(vi) The variance is consistent with the surrounding community character of the area.

(vii) The variance is consistent with the intent and purposes of this Chapter.

(b) All requests for variances shall be submitted in writing and will be referred to the Commission for comment and recommendations prior to any action being taken by the Board. The findings and actions of the Board with respect to each variance request shall be stated in writing in the minutes of the Board and a copy thereof provided to the Department. In granting approval, the Board may require such conditions which will ensure substantial compliance with the objectives and standards of these regulations

(c) An application for a variance shall be submitted after the application and plat, if required, for which the variance is sought has been reviewed and acted upon by the Commission. The provisions of any variance granted by the Board shall be incorporated into the subdivision plat or relevant document.

4.4 Permission to Enter

The Department, the Commission, Board or its designated agent(s) may visit the property to investigate, examine and evaluate the site of the proposed subdivision, once application has been made; and to subsequently monitor compliance with any conditions, throughout the subdivision process.

4.5 Surveyor, Engineer

All plats, survey plans and similiar accompanying documents shall be prepared by a Surveyor. All engineering plans, reports, specifications and similar accompanying documents shall be prepared by an Engineer.

4.6 Application Fees and Deadlines

(a) All application fees will be due at the time of the subdivision application. The fee schedule and application deadlines will be reviewed as needed by the Commission and set by the Board. All of the following apply:

(i) No application fees will be refunded once an application has been deemed sufficient.

(ii) The applicant shall submit to the Department, a check payable to the County Clerk for the recording fee for any documents to file with the County Clerk in the amount determined by the County Clerk.

(iii) Application submittal deadlines will be scheduled by the Department and posted annually. Application submittals will be logged into the Department as the date of scheduled deadline for review and processing.

4.7 Penalties

Any person who willfully violates any provision of this Chapter and any person who, as an agent for a subdivider, developer or Owner of subdivided lands, offers for sale, rent or lease any subdivided lands or subdivisions without first complying with the provisions of these regulations shall, upon conviction, be fined not more than $500.00 or be imprisoned in a county jail for not more than 30 days or be punished by both fine and imprisonment. Each day of violation constitutes a new offense.

SECTION 5. MODIFICATION OF RECORDED PLATS

5.1 Vacation of Plats

(a) Any plat may be vacated per Wyoming Statutes § 34-12-106 through § 34-12-110 at any time before the sale of lots by making application to the Commission, provided that the vacation of the Subdivision will not interfere with sound and proper development nor deny public access to adjacent property, utilities or other improvements. The effect of the vacation shall be to divest all public rights in the streets, alleys, commons, and public ground laid out or described in such plat. In cases where any lots have been sold, the plat may be vacated provided all the owners of the lots in such plat join in the application to vacate.

(b) Streets and alleys platted and laid out under the provisions of this Chapter or laid out under any prior law of the State of Wyoming regulating private plats may be altered or vacated in the manner provided by law for the alteration and discontinuance of highways.

(c) Any part of a plat may be vacated under the provisions and subject to the conditions of this Chapter provided such vacating does not abridge or destroy any of the rights and privileges of other proprietors in the plat and provided, further, that nothing contained in this Section shall authorize the closing or obstruction of any public highways laid out according to law.

(d) When any part of a plat shall be vacated as aforesaid, the proprietors of the lots so vacated may enclose the streets, alleys, and public grounds adjoining lots in equal proportions.

(e) The County Clerk shall write in plain, legible letters across that part of the plat so vacated, the word "vacated" and also make a reference on the same to the volume and page in which the instrument of vacation is recorded.

(f) Land covered by a vacated plat may be subdivided pursuant to this Chapter. Any later subdivision of an area already platted and not vacated shall be construed to be a request

for the vacation of the original plat or portion thereof. Any such plat, once approved and recorded, shall act to vacate the original plat which it replaces.

5.2 Amending Recorded Plats

(a) Minor amendments which are filed with the County Clerk to correct minor survey or drafting errors in a recorded plat shall be prepared in the form of an affidavit or, where deemed necessary for clarity, a revised plat certified by a Surveyor. All affidavits or corrected plats may be reviewed by staff as Administrative Plats, or elevated by the Applicable Director to the Board for approval.

(b) Amendments to a recorded plat which do not increase the number of lots, or relocate or add roads, shall be submitted as an Amended Final Plat. The Amended Final Plat shall be prepared and submitted in compliance with the Final Plat requirements of this Chapter.

5.3 Re-Subdivision

(a) Any amendment to a recorded plat including the re-division of any lots, tracts, or parcels, the adjustment or modification of any lot lines, or the relocation or addition of roads within a subdivision shall be considered a re-subdivision.

(b) All re-subdivisions require a subdivision permit pursuant to this Chapter. Application for re-subdivision shall be prepared and submitted in accordance with the requirements of Section 5.4, Administrative Plats; or if the application is not eligible to be processed as an Administrative Plat, then the application shall be processed as a Minor or Major Subdivision in accordance with Section 6, Plat Application and Review Procedures.

(c) The relocation or addition of roads within a subdivision or the re-subdivision of any lots, tracts or parcels which would change the classification of the subdivision from a lower density group to a higher density group according to Appendix 1, Major Subdivision Improvement Chart, will be allowed only if the required public improvements in accordance with Appendix 1 are provided.

5.4 Administrative Plats

(a) Administrative Plat procedures may be used to adjust or remove an interior lot line between 2 and up to 5 lots, with the total of resulting lots being no more than 5; or to combine 2 lots into one lot, provided the following conditions are met:

(i) The lots involved must be designated within the same or lower density group than the original lots, in accordance with Appendix 1, Major Subdivision Improvement Chart.

(ii) The final number of lots is less than or equal to the original number of lots.

(iii) Application shall be made by all property Owners of all land involved.

(iv) All lots must be within the same platted Subdivision.

(v) The property is served by existing facilities and infrastructure improvements which are adequate to serve the subdivision's needs. The applicant shall provide a statement from an Engineer attesting to this. Specifically, the statement shall address the adequacy of roads and streets, utilities, and facilities for drainage, sewage treatment, water supply and fire safety.

(b) It is the responsibility of the applicant to request a determination from the Department if the proposed lot line adjustment meets the requirements for an Administrative Plat.

(c) Unless the area being subdivided is currently zoned in accordance with the intended use, the applicant shall obtain the appropriate zoning to be eligible to receive a subdivision permit for an Administrative Plat.

(d) The applicant shall file an application for subdivision and shall include the supporting documents required for Administrative Plats as shown in Appendix 2, Plat and Application Requirements Checklist.

(e) No public notice or hearing is required for an Administrative Plat.

(f) DEQ Chapter 23 review is not required for an Administrative Plat, provided the applicant has provided the statement described in Section 5.4(a)(v).

(g) After the application is filed, an internal Department review will be conducted. The Department will present the applicant with the results of the review at a meeting, which the applicant or their agent is required to attend. At the meeting, the Department will either:

(i) Approve the Administrative Plat. Such approval shall be denoted by a Certificate of Approval which shall be shown on the plat; or

(ii) Conditionally approve the Administrative Plat and provide the applicant with any required changes, additions or conditions of approval; or

(iii) Require the application to proceed through the Minor or Major Subdivision process. If the subdivision complies with the conditions of a Minor Subdivision application, it shall be processed as a Minor Subdivision. Otherwise, the proposed subdivision shall be deemed a Major Subdivision and shall be processed as a Major Subdivision; or

(iv) Deny the Administrative Plat.

(h) If the applicant contends that the Department's decision on the Administrative Plat was wrongful, the applicant may request a hearing before the Board of Commissioners, pursuant to Section 4.2, Appeals. The request shall be filed in writing within 30 days of the meeting at which the Administrative Plat was acted upon.

(i) A signed and recordable Administrative Plat shall be submitted to the Department within 60 days of the approval of the plat. The Applicable Director may grant a 60 day extension due to a demonstrated hardship if a written request is submitted prior to the expiration of the initial 60 day period. If the request is not received within the 60-day period, then the plat is deemed null and void and the applicant shall be notified as such.

(j) Following approval of an Administrative Plat and delivery of a recordable plat, the Department shall file the plat with the Campbell County Clerk and Recorder. It is the applicant's responsibility to ensure that the plat contents meet all the requirements for filing under State Statutes with the County Clerk and Recorder. The Administrative Plat shall also contain a signature line for the Campbell County Clerk and Recorder.

SECTION 6. PLAT APPLICATION AND REVIEW PROCEDURES

6.1 Types of Subdivisions

Before any land is subdivided, the applicant shall apply for and secure approval of the proposed subdivision in following the procedures specified in this Section. The procedures for making an application and for review and approval of the application, generally described below, are different for the various types of subdivisions:

(a) Simple Subdivision is for the division of one parcel, of at least 35 acres in size and not part of previously platted subdivision, into 2 parcels, both of which are at least 10 acres in size. Simple Subdivisions require a Record of Survey instead of a subdivision plat. Engineering reports are not required. Installation of water, sewer or road infrastructure is not required.

(b) Minor Subdivision is for the division of land into 5 or fewer parcels, all greater than 5 acres in size. A Preliminary Plat is not required for a Minor Subdivision; only Final Plat is required. Engineering reports addressing water, sewer, drainage and soils are required. All infrastructure is required to be installed to the furthest subdivision boundary.

(c) Major Subdivision is for the division of land into 6 or more parcels or when any of the parcels are less than 5 acres in size. Major Subdivisions required both a Preliminary Plat and a Final Plat. Engineering reports addressing water and sewer are required, as well as a Wyoming Department of Environmental Quality review, as described in Section 6.11. All infrastructure is required to be installed to the further subdivision boundary.

(d) The Plat and Application Review Procedures of this Section apply to the various types of subdivisions as follow:

6.2, Submission Dates: applies to all subdivision types.

6.3, Optional Pre-Application Meeting: applies to all subdivision types.

6.4, Optional Sketch Plan Review: applies to Major Subdivision Preliminary Plats only.

6.5, Application Submission Procedure: applies to all subdivision types.

6.6, Public Agency and Utility Review: applies to Minor Subdivision Final Plats and Major Subdivision Preliminary Plats only.

6.7, Plat Review Procedure: applies to all subdivision types.

6.8, Simple Subdivisions: applies to Simple Subdivisions only.

6.9, Minor Subdivisions: applies to Minor Subdivision Final Plats only.

6.10, Major Subdivisions: applies to Major Subdivisions Preliminary and Final Plats only.

6.11, Wyoming DEQ Review: applies to Major Subdivision Preliminary Plats only.

(e) See Appendix 4, Subdivision Process Flow Charts, for graphic representations of the different Subdivision review processes and timelines.

6.2 Submission Dates

(a) The subdivision application, complete with all required information, shall be submitted to the Department by 5 P.M. on the second Thursday of the month prior to the regular Commission meeting at which the Commission will first consider it.

(b) To schedule an application for action by the Board, the applicant shall first comply with all conditions of approval specified by the Commission during its review. The applicant shall provide 2 weeks' notice to the Department for the application to be placed on the Board's regularly scheduled agenda.

(c) A pre-determined schedule of all Commission and Department review dates is published at the beginning of each calendar year on the Department's website. Applicants should consult the review calendars for the plat submittal schedule.

6.3 Optional Pre-Application Meeting

Pre-Application Meetings are optional, but highly encouraged. At the applicant's request, the Department will hold a Pre-Application Meeting with the applicant to explain the subdivision application and review process and answer any preliminary questions.

6.4 Optional Sketch Plat Review

(a) Sketch Plats are optional and may be used for Major Subdivisions only. The applicant may elect to submit a sketch plat of a proposed subdivision to the Commission prior to submitting a Major Subdivision Preliminary Plat.

(b) The purpose of the sketch plat procedure is to identify any problems or concerns with the proposed development before expenses are incurred in the preparation of a Major Subdivision Preliminary Plat. No official action is required of the Commission or the Department other than to offer comments on the proposal.

(c) The Commission shall review the sketch plat for conformance with general planning, engineering, and public improvement requirements as presented in this Chapter and with

any special requirements the Commission may deem necessary. Commission and Department shall provide their comments to the applicant within 14 days after the meeting at which they reviewed the Sketch Plat.

(d) Sketch Plan applications shall include all the items specified in Appendix 5, Sketch Plat Application Requirements.

6.5 Application Submission Procedures

(a) The application submission procedures of this Section shall apply to all Subdivision types including Simple Subdivisions, Minor Subdivisions Final Plats, Major Subdivision Preliminary Plats and Major Subdivision Final Plats.

(b) The applicant shall submit to the Department, an application for subdivision permit containing all of the following materials:

(i) A completed, original copy of the Subdivision Application Form and all related information required in accordance with Appendix 2, Plat and Application Requirements Checklist.

(ii) The required application fee.

(iii) Such additional relevant and reasonable information as the Department may require to adequately assess whether the proposed subdivision complies with this Chapter and applicable State Statutes.

(c) The Department shall review the application for sufficiency using the following procedure:

(i) Within 5 working days of the date of submittal, the Department shall determine whether the subdivision application and supporting information required is adequate and shall notify the applicant whether:

(A) The application information is sufficient to continue review and processing; or

(B) The information is not sufficient to allow for review. The Department shall identify the insufficient information in its notification and no further action shall be taken on the application until all material is resubmitted and determined to be sufficient.

(I) The applicant shall correct the deficiencies within 7 days from the date of the insufficiency letter. If the applicant corrects the deficiencies the Department shall continue with processing of the submittal.

(II) If the deficiencies are not corrected within 7 days following the date of the insufficiency letter the Department shall terminate the application.

(C) A determination that an application contains sufficient information for review does not ensure that the proposed subdivision will be approved or conditionally approved by the Commission or Board and does not limit the ability of the Department, the Commission, or the Board to request additional information during the review process.

6.6 Public Agency and Utility Review

(a) For all Minor Subdivision Final Plats and Major Subdivision Preliminary Plats, the Department shall distribute copies of the application as provided by the applicant to the following public and private agencies for review:

(i) School District.

(ii) Soil Conservation District.

(iii) Fire Department.

(iv) Parks and Recreation Department.

(v) Hospital District.

(vi) Game and Fish Department.

(vii) Wyoming Department of Transportation.

(viii) Any Service or Improvement District.

(ix) When applicable, utility and communication companies.

(x) When applicable, Wyoming Geological Survey for an evaluation of the geologic factors which would have a significant impact on the proposed use of the land.

(xi) When applicable, State Engineer for an opinion regarding the effects on decreed water rights, historic use of an estimated water yield to supply the proposed development, conditions associated with the water supply evidence, and the cumulative effect of on-lot wells on existing water rights, wells, and formation potentials.

(b) Agencies receiving copies of the Plat should return written comments regarding the proposed subdivision to the Department prior to the Commission meeting at which the Plat will be considered or may present comments on the Plat at the Commission meeting at which the Plat is considered.

6.7 Plat Review Procedures

The following plat review procedures apply to Simple Subdivisions, Minor Subdivision Final Plats, Major Subdivision Preliminary and Final Plats.

(a) At least 7 days prior to the date of the Commission meeting at which a Plat is to be considered, the Department shall notify adjacent landowners, from address information provided by the applicant, of the time and date of the meeting.

(b) The Department shall combine other agency comments and its own and provide them for review at a regular meeting of the Commission. The applicant and all other interested or affected parties shall be allowed and are encouraged to comment on the Plat at the Commission meeting.

(c) All proposed subdivisions within one-half mile of an incorporated city or town shall be reviewed by said governing body, per the Joint Development Review Area Agreement (JDRAA). At the time of application submittal, a copy of the plat and all application materials shall be sent by the applicant to any incorporated community within one-half mile of the location of the plat, for review by the governing body of the affected community, per the JDRAA The recommendations of the Commission shall also be forwarded by the Department to the incorporated community.

(d) The Commission shall review the application and render a recommendation to the Board to approve, approve with conditions, deny, or table the plat to a specific future meeting date. The Commission shall make its recommendations in accordance with the intent, standards, and criteria specified in this Chapter. The Commission shall notify the applicant of its decision in writing within 10 days after the Commission meeting.

(e) If the Plat is denied or tabled, the Commission shall specify conditions under which the Plat may gain reconsideration.

(f) If the applicant is aggrieved by the action by the Commission on the plat, he may, in writing, request a hearing before the Board according to the provisions of Section 4.2, Appeals.

(g) Approval of the Plat either by the Commission or, upon appeal, by the Board, shall be effective for one year from the date of approval.

(i) If conditions of approval are not met or a recordable plat is not submitted for Board approval within the stated time limit or any extension thereof granted by the Commission, the subdivision application must again be submitted for approval before action may be taken on the application.

(h) If the plat is approved by the Commission, the original mylar of the Plat shall be held by the Department until all required conditions of approval are satisfied. If the plat is disapproved by the Commission, the applicant may appeal the decision to the Board as provided by Section 4.2, Appeals.

(i) All permits to construct improvements shall be issued prior to the plat being forwarded to the Board, with the understanding that any improvements are done at the developer's risk prior to Board approval of the plat.

(j) Once all Commission required conditions of approval are satisfied, the applicant must give the Department 2 weeks' notice for the plat to be placed on the Board's regularly scheduled agenda. The Board shall then either approve as submitted or disapprove the subdivision plat.

(k) The applicant shall submit the recording fee to the Department before the plat is submitted for approval by the Board. The Department shall deliver the applicant's recording fee and the executed plat to the County Clerk for filing.

6.8 Simple Subdivisions

The following additional requirements apply to Simple Subdivisions:

(a) A Simple Subdivision is a one-time division of one parcel, at least 35 acres in size and not part of a previously platted subdivision, into 2 parcels. Each resulting parcel must be 10 acres or greater in size.

(b) A Simple Subdivision may not be utilized if the parcel proposed for subdivision is:

(i) A parcel created through the Simple Subdivision process; or

(ii) A parcel created through the Aliquot Parcel process as provided for by Subdivision Regulations in effect from August 15, 2002 until August 15, 2016; or

(iii) A parcel that is adjacent, or in close proximity, to a previously recorded Simple Subdivision or Aliquot Parcel developed by the same Qwner or Associated Entities.

(c) The following are the requirements that must be met in order for a subdivision to qualify for the Simple Subdivision process:

(i) All lots shall have legal access to a public street. The applicant shall provide a copy of a recorded access and utility easement(s) identified by book and page, not less than 40 feet in width, running to and for the benefit of both resulting parcels, which provides direct access to a publicly dedicated right-of-way.

(ii) The lot size shall comply with any applicable zoning regulations.

(A) If the parcel proposed for subdivision is within the Joint Review Area, then the applicant shall file a request for, and obtain, the appropriate zoning.

(iii) The subdivision is consistent with Campbell County's Comprehensive Land Use Plan and the Campbell County Zoning Regulations.

(iv) The subdivision is compatible with the surrounding area, not detrimental to the future development of the area, and not detrimental to the health, safety or welfare of the inhabitants of the area and the county.

(d) Survey Requirements: A Record of Survey shall accompany or be referenced by all deeds recorded in the Office of the Campbell County Clerk that create a Simple Subdivision. The Record of Survey shall include the following:

(i) Location – section, township, range, principal meridian, county and state.

(ii) North Arrow.

(iii) Monuments found and set.

(iv) Basis of Bearings.

(v) When applicable, section, quarter and sixteenth lines shall be shown and labeled.

(vi) Lot lines for the subject parcel and the two resulting units along with their sizes in acres.

(vii) All easements of record located on the subject parcel and their book and page.

(viii) The access and utility easements running to both resulting units, and book and page of easements, when applicable.

(e) Supplemental Requirements: Applicants for Simple Subdivision approval shall provide the following supplemental items as part of their application

(i) A site plan for the purpose of review containing the following:

(A) Dimensions and acreage of the proposed parcels, drawn to scale and clearly dimensioned, showing the use(s) and existing structure(s). Indicate the location of natural or manmade features such as drainage ways, streams, roads, buildings, etc. on, or immediately adjacent to the site.

(B) Topography on 5’ contour intervals or obtained from the U.S.G.S. mapping surveys.

(C) Specify the location and size of the existing or proposed potable water supply, waste water disposal system either on-site or public, and utility lines within and immediately adjacent to the proposed subdivision.

(ii) A full title report completed within the previous 3 months.

(iii) Consent to Subdivide signed by any/all Owner(s), mortgagees, or lien holders. The Consent to Subdivide may be placed on the face of the plat or prepared as a separate document. The document shall be written in a recordable format acceptable to the County Clerk’s Office.

(iv) Copy of the Publisher’s Affidavit (see Appendix 6, Example Publisher’s Affidavit).

(v) Approach permit from the controlling jurisdiction (City, County or WYDOT), if applicable.

(vi) A copy of the deed by which the applicant took title to the parcel.

(vii) A copy of existing or proposed covenants.

6.9 Minor Subdivisions

The following additional requirements apply to Minor Subdivisions:

(a) The Minor Subdivision process may be utilized for subdivisions consisting of 5 parcels or less, all greater than 5 acres in size, provided the Department finds that there are no grounds to consider the subdivision a Major Subdivision.

(b) The Minor Subdivision process may not be utilized if the parcel proposed for Subdivision is adjacent, or in close proximity, to a previously platted Minor Subdivision developed by the same owner or Associated Entities. Instead, the subdivision shall be processed as a Major Subdivision.

(c) All Minor Subdivision Final Plat applications shall include all information as required by Appendix 2, Plat and Application Requirements Checklist.

(d) The Minor Subdivision Final Plat and all of the required documents and material shall conform to the design and engineering standards, other specific requirements set forth in this Chapter, and any conditions of approval stipulated by the Commission.

(e) All Minor Subdivisions shall be designed and constructed so as to provide all required improvements and infrastructure as may be required by the applicable provisions of Section 7, Subdivision Design Standards.

(f) Unless the area being subdivided is currently zoned in accordance with the intended use, the applicant shall file a request for and obtain the appropriate zoning before the Board approves the Final Plat.

6.10 Major Subdivisions

The following additional requirements shall apply to Major Subdivisions:

(a) Preliminary Plat:

(i) All Major Subdivisions require a Preliminary Plat. The purpose of a Preliminary Plat is to review the proposed subdivision for conformance with the specific design standards and improvements requirements set forth within this Chapter.

(ii) All Major Subdivision Preliminary Plats shall include information as required by Appendix 2, Plat and Application Requirements Checklist.

(iii) Approval of a Major Subdivision Preliminary Plat by the Board shall be effective for one year from the date of approval, unless a request is made by the applicant and approved by the Board for a longer specified period of time.

(b) Final Plat:

(i) After approval of the Major Subdivision Preliminary Plat and satisfactory completion of any conditions of approval, the applicant may submit an application for approval of the Major Subdivision Final Plat.

(ii) All Major Subdivision Final Plat applications shall include all information as required by Appendix 2, Plat and Application Requirements Checklist.

(iii) All Major Subdivision Final Plats and required supporting documents and materials shall conform to the design and engineering standards set forth in this Chapter and to any conditions of approval specified by the Commission.

(iv) All Major Subdivision Final Plats shall be designed and constructed so as to provide all required improvements and infrastructure as specified in Appendix 1, Major Subdivision Improvements Chart.

(v) Major Subdivisions may be platted in phases covering representative and reasonable portions of the area approved in the Major Subdivision Preliminary Plat, subject to the following requirements:

(A) Each phase shall contain a vicinity map showing the location of the portion being submitted in relation to the overall Major Subdivision Preliminary Plat.

(B) All Major Subdivision Final Plats so submitted shall have identical titles, legends and other required information, shall be of the same scale and shall have match lines so the mosaics of the entire subdivision can be assembled.

(C) Each phase shall be numbered according to the sequence in which it is to be recorded and shall itself, or in conjunction with previous phases, meet the design standards and minimum requirements set forth in this Chapter.

(D) Any land area in a phased subdivision which Major Subdivision Preliminary Plat has been approved and for which a Final Plat has not been submitted within 3 years from the date of approval of the Major Preliminary Plat, shall not be allowed to proceed with final platting until a new Preliminary Plat is submitted and approved.

(E) Unless the area being subdivided is currently zoned in accordance with the intended use, the applicant shall file a request for and obtain the appropriate zoning before the Board approves the Final Plat.

6.11 Wyoming Department of Environmental Quality Review

(a) Wyoming Statute 18-5-306 and 18-5-307 requires the County refer some subdivision applications to DEQ for review pursuant to Chapter 23 of the DEQ Water Quality Rules and Regulations. The purpose of the review is to advise the County about water and sewage issues related to the subdivision.

(b) DEQ review is required for Major Subdivision Preliminary Plats. It is not required for Simple Subdivisions or Minor Subdivision Final Plats.

The applicant shall work directly with DEQ and shall submit the necessary information for their review and approval.

(c) The applicant shall also furnish a copy of all materials submitted to DEQ to the Department to keep on record.

(d) The Department, Commission and Board will take into consideration the recommendations of the DEQ, but shall not be bound by the DEQ's recommendations.

(e) A Chapter 23 DEQ study is required for all Major Subdivision Preliminary Plats unless the Applicable Director exempts the subdivision from this requirement. The Applicable Director may exempt the subdivision from the DEQ study as long as one of the following items are met:

(i) Water and sewer services are currently provided by permitted centralized water and sewage systems in good working order and adequately sized for the additional lots; or

(ii) The Applicable Director finds that a Chapter 23 DEQ Study previously completed on the property satisfactorily addresses all relevant water and sewage issues.

SECTION 7. SUBDIVISION DESIGN STANDARDS

7.1 Purpose and Intent

(a) Campbell County is known for its natural resources, natural resource extraction and rural character. The purpose and intent of this Chapter is to balance the location and design of Subdivisions with the protection of these resources and character. It is the further purpose and intent of this section to allow the Subdivision of land while minimizing negative impacts that can occur from subdivision development and maximizing the safety of the residents in new subdivision.

(b) Consistent with the Campbell County Land Use Plan, it is Campbell County's intention is to preserve existing rural development and the rural character of the County. This Chapter is intended to encourage low density, rural style developments. Furthermore, consistent with the Campbell County Land Use Plan, it is the County's intention to encourage high density, urban scale development in incorporated city and town limits, where adequate public water, sewer and roads are available.

(i) All proposed subdivision plats shall be reviewed in relation to the general character of the area and the requirements of the County.

(ii) Land area for natural areas, schools, parks, open spaces and future road rights-of-way shall be reserved and located according to good planning practices and principles.

(iii) Where an entire parcel is not subdivided, the applicant must indicate the intended plans for the remainder of the parcel.

7.2 Floodways and Drainage

(a) The flood damage prevention ordinance enacted on January 2, 2008 shall be used to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas.

(b) All areas located within FEMA 100-year flood zones shall be placed in drainage easement.

(c) All areas (road right-of-way excluded) that are subject to flooding during the 25-year rain event shall be set aside for uses that will not aggravate the danger of flooding, will not be endangered by flooding, or will not endanger the general health, safety, or welfare of the community. These areas shall be placed in drainage easement.

(d) All subdivision applications shall include a drainage report prepared in accordance with Appendix 7, Drainage Report Outline. The report must identify necessary improvements that will allow stormwater to pass through the subdivision in a non-disruptive manner. General requirements include:

(i) Identify drainage basins.

(ii) Model 25-year, 24-hour design storms for the drainage basins.

(iii) Size all culverts, ditches, swales, and other storm drain improvements appropriately.

(iv) Address stormwater detention for the site if applicable.

(v) Create a large scale drainage plan exhibit on 24” x 36” sheet(s).

7.3 Soils & Topography

(a) The design and development of subdivisions should preserve the natural terrain to the extent possible. Particular consideration will be given to topography in relation to the suitability of the land for development and preservation of natural areas for open space.

(b) All subdivision applications shall include a soils report for review by the Department. The soils report shall be prepared in accordance with Appendix 8, Soils Report Outline. The

Department shall consult with the Campbell County Conservation District, per statute 18-5-306(b) in review of the report.

(c) Land subject to hazardous conditions such as landslides, rockfalls, possible subsidence, shallow water table, open quarries, floods and polluted or non-potable water supply shall be identified. The land shall not be subdivided until the hazards have been eliminated, or will be mitigated by the subdivision design and construction plans or have otherwise been addressed to satisfy safety concerns.

7.4 Lots and Blocks

(a) Lots created by Subdivision must comply with all applicable zoning requirements including minimum lot size and minimum lot width.

(b) The lot size, width, depth, shape and orientation shall be appropriate for the location of the subdivision, for the type of development and use contemplated, and for future re-subdividing where appropriate.

(c) The size of lots shall not be less than 6,000 square feet except for mobile home lots and lots subdivided or re-subdivided for townhouse or common wall units.

(i) Mobile home lots shall be sized in accordance with the Chapter 7, Campbell County Zoning Regulations, for Manufactured/Mobile Home Park Standards.

(ii) The minimum lot size for townhouse and common wall unit lots shall be the greater of the following two standards:

(A) The total area of the separate platted lots upon which the unit will exist shall not be less than 6,000 square feet; or

(B) Each platted lot shall be no less than 2,250 square feet unless applicable zoning regulations are more restrictive.

(d) The depth of any lot shall not exceed 3-times the width. In addition, lot depth and width shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated. In general, two parking spaces are required for each residential dwelling unit on a lot.

(e) Corner lots for residential use shall have extra width to permit appropriate building setback from, and orientation to, both roads.

(f) Double frontage and reverse frontage lots should be avoided except where it is essential to provide separation of residential development from expressways and major arterial streets or overcome specific disadvantages of topography and orientation.

(g) Each lot shall have satisfactory access to a public street or road.

(h) Side lot lines shall be substantially at right angles or radial to road right-of-way lines or centerlines.

(i) A single lot shall not be divided by a road, alley or other lot.

(j) Service access to the interior of blocks may be permitted in certain instances, in which case, alleys must be indicated in the plan and plat. Where alleys are platted, a minimum of 20 feet shall be required.

(k) Irregular or wedge shaped lots shall be no less than 60 feet in width at the front property line, except as allowed for platted lots with common wall or townhouse units. The total width of those platted lots upon which common wall or townhouse units will exist shall be no less than 30 feet and each platted lot shall provide sufficient access and frontage to the street depending on its use.

(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. However, conditions may exist where flag lots are reasonable. The Applicable Director may approve the use of flag lots in areas where extraordinary topography, emergency accessibility or access to infrastructure warrant flag-shaped lots.

(m) Each lot shall contain a satisfactory building site which is properly related to topography and which conforms to the standards of this Section. Site plans showing adequate building area for a home, accessory structure, septic and leach field and replacement leach field may be required where easements, topography, lot size or other factors affect the buildable area.

(n) Easement width shall accommodate the efficient installation and the maintenance of utilities.

(i) Permanent side and rear yard general utility easements are required on all lots.

Side: Not less than 5 feet in width on each side of all side lot lines;

Rear: Not less than 10 feet in width on each side of all rear lot lines;

(ii) Additional permanent easements, where necessary, shall be required for utility poles, wires, conduits, storm water and sanitary sewers, gas and water mains, and other public utilities, subject to review by the Applicable Director.

(iii) Easements shall be required around all oil, gas and water wells and other utility infrastructure as required by the Applicable Director.

7.5 Roads and Streets Design Standards

(a) Street and road layout shall conform to the duly adopted County Road Plan, applicable municipality's duly adopted major street plan, or any duly adopted city or county

comprehensive plan, to provide for an alternate emergency vehicle access and for good circulation. Newly created roads within subdivisions shall function with connected roads.

(b) The Campbell County Road Plan lists classifications for roadways in Campbell County. These include the Rural Arterial System, Major Collector Road, Minor Collector Road, and Rural Local Roads. This Section addresses the Rural Local (Subdivision) Road standards only. The Department is authorized to modify the standards on a case-by-case basis to meet project specific requirements and conditions. See Appendix 10, Road Profiles, for typical roadway sections of gravel and asphalt surfaced roads.

(c) Geometric Standards:

(i) Speed. Design Speed is 30 MPH. If there is a school in the subdivision, a 20 MPH design speed shall be utilized near the school zone. Proposed Design Speeds less than 30 MPH must be warranted by an engineering speed study per W.S. 31-5-303 and discussed with the Applicable Director during the subdivision design phase.

(ii) Horizontal Curvature. Minimum controlling design values for horizontal curves shall be taken from Chapter 3 of the AASHTO *A Policy on Geometric Design of Highways and Streets,* latest edition, using values from the charts that utilize the corresponding 30 MPH Design Speed and chosen Superelevation (e%). Maximum superelevation is 4%, unless approved by the Applicable Director.

(iii) Vertical Curvature. Controlling rate of curvature, K, design values shall be taken from Chapter 3 of the AASHTO *A Policy on Geometric Design of Highways and Streets,* latest edition, using values from the Crest and Sag vertical curve charts utilizing the corresponding 30 MPH Design Speed and stopping sight distance.

(iv) Sight Distance. Minimum passing and stopping sight distance shall be taken from the AASHTO *A Policy on Geometric Design of Highways and Streets,* latest edition, using values from the charts that utilize the corresponding 30 MPH Design Speed and roadway longitudinal grade.

(v) Longitudinal Grade Requirements. Maximum longitudinal grade for Rural Local roads is 8% unless approved by the Applicable Director.

(vi) Intersection Requirements. Intersections should be located to avoid steep profile grades and ensure adequate sight distance. Intersections should not be located on or near short crested hills, nor on sharp horizontal curves. Where there is no practical alternative, approach sight distance on each leg of the intersection should be checked carefully. Signing should be provided at recommended distances. If necessary, back slopes should be flattened, and horizontal and vertical curvatures lengthened to provide for additional sight distance.

(A) Sight distance should be sufficient to permit a vehicle on the minor leg of the intersection to cross the traveled way without requiring the approaching through traffic to slow down. As a rule, there should be a minimum of seven seconds available to the driver crossing the through lanes.

(B) Intersection legs operating under stop control should be at 90 degrees to the mainline. Under no circumstances can the intersection be less than 60 degrees from perpendicular.

(C) Many factors should influence the design of an intersection. A few items to consider are corner radius, the minimum degree of intersection legs, and corner sight distance.

(D) Complete details of intersection design can be found in Chapter 9 of the AASHTO *A Policy on Geometric Design of Highways and Streets,* latest edition.

(d) Cross Sectional Standards:

(i) Roadway Width. Minimum roadway width, including shoulders, is 22 feet. This corresponds to AASHTO Chapter 5 with 18' minimum traveled way and 2' minimum shoulders.

(ii) Fill/Fore Slope. Fill/Fore slopes are measured laterally from the outside edge of shoulder to the ditch bottom or to a point of slope selection for cut sections, and to a point of slope selection for fill slopes. Steepest fore-slope rate is 1V:4H for a minimum of eight horizontal feet, resulting in a minimum ditch/fill depth of 2 feet.

(iii) Back-Slope. The back-slope is measured laterally outward from the road, beginning at a point from the bottom of the ditch to a point of slope selection, or daylighting, for cut sections. Steepest back-slope rate is 1V:2H with flatter slopes recommended.

(iv) Roadway Cross Slope (Crown). The cross slope is measured from the centerline of the 2-lane roadway to the edge of the shoulder. The minimum cross slope shall be 3%.

(v) Superelevation. Superelevation is the cross slope across the entire roadway in a horizontal curve. The maximum superelevation percentage is 4%, unless approved by the Applicable Director. For low speed subdivision roads, with numerous driveways and approaches, the Department encourages curve radii to allow the use of normal crown sections without superelevation.

(vi) Superelevation and Crown Runoff. Superelevation runoff length is defined as the distance to go from zero (superelevation rate, e = 0.00) to the specified superelevation (e) for the given radius and design speed. Crown runoff (C) is the distance required for the outside lane(s) to transition from a normal crown (3%) to a flat crown (e=0%). The length of crown runoff is also the distance for the outside lane(s) to transition from a flat crown to a reverse crown.

(A) Use WYDOT modified runoff lengths. WYDOT uses a general standard normal crown of 2% and, thus, their tables are calculated using this value.

Campbell County uses a 3% crown. Campbell County has modified the WYDOT tables to reflect this difference in crown.

(vii) Vertical Clearance. Vertical clearance shall be measured from the highest point on the roadway surface to the lowest point on the overhead obstruction. Vertical clearance requirements for all roadway classifications are as follows:

(A) Minimum clearance for grade separation with other roadways is 16.5 feet.

(B) Minimum clearance for an overhead power line is governed by W.S. 37-3-303. In Campbell County the following applies: Minimum line height above road = 24' + [(KVA-50)*(.4/12)] where: KVA is the voltage of the line in kilovolts Example: What minimum line height is required for a 69KVA line to cross a County Highway? Hmin = 24' + [(69-50)*(.4/12)] = 24.6', say 25 feet minimum.

(C) Minimum clearance over a railroad is determined by the local Railroad authority. County Road Fund Manual calls out 23.5 feet but this must be verified by the local Railroad authority.

(e) Subgrade and Surfacing Materials and Design:

(i) Non-Paved Roadways. 6" minimum depth of Uniformly Graded Aggregate Base or Uniformly Graded Scoria Base with 2" maximum aggregate size is required. Moisture conditioning of the 6 inches of soil below the base and compaction are required.

(ii) Paved Roadways: Subgrade, base and surfacing design for paved roads shall meet the minimum requirements of the current City of Gillette Design Standards or other design manual approved by the Applicable Director.

(f) Culverts & Bridges Design Standards:

(i) Minimum culvert size. Minimum culvert size is 12-inch diameter. Cover shall meet the manufacturer's recommendation and shall not be less than 12 inches. Culverts shall be installed at street intersections and driveway locations where cross drainage and ditch flow require installation. The drainage report may call for larger culverts and shall define locations requiring culverts.

(ii) Culvert materials: Culvert materials may consist of corrugated metal, concrete, polyethylene, PVC or another material approved by the Applicable Director. The Department recommends a soil corrosion test be performed to select culvert materials to maximize the life of the pipes.

(iii) Erosion control measures: Cut and fill slopes and longitudinal ditches in steep profile areas must utilize best practice erosion control design measures to ensure reseeding success. Paved gutters or other approved erosion control measures may be required where velocities will cause erosion of the ditch bottom.

(iv) Bridge Structures:

(A) Specifications: The latest edition of the *AASHTO Standard Specification for Highway Bridges* shall be used for design and construction of bridges on all roadway classifications.

(B) Review: Per W.S. 24-2-106, WYDOT must review and approve all bridge structure designs prior to construction.

(C) Structural Loading: Bridges shall be designed for HL93 loading

(D) Bridge Roadway Width: Minimum Bridge roadway width shall be 26 feet.

(g) Signage Standards:

(i) All signage shall be installed and inspected prior to the plat being submitted to the Board for approval. Street signs shall be provided by the developer.

(ii) All signage shall meet the latest WYDOT/MUTCD specifications. Regulatory signs will be allowed within the roadway right-of-way but no advertising signs will be permitted in the right-of-way.

(h) Pedestrian Walkways Standards:

(i) Refer to Appendix 1, Major Subdivision Improvement Chart, for requirements on pedestrian access. Walkway design and location shall be approved by the Applicable Director.

(ii) Pedestrian walkways may be required to provide access to parks or open spaces, schools or other similar areas where, in the opinion of the Commission, significant pedestrian usage is anticipated, or adequate pedestrian circulation is needed. Easements may be required where deemed necessary.

(i) Street Lighting Standards:

(i) Street lighting, capable of the illumination of streets and pedestrian walkways, may be required for safe movement of vehicles and pedestrians at night where density is greater than one unit per acre and/or where development is contiguous with a municipality which requires street lights, conforming to the applicable municipality's standards. Refer to Appendix 1, Major Subdivision Improvement Chart on requirements for street lighting.

(j) Right-of-Way Width Requirements:

(i) The minimum right-of-way width is 60 feet, and it must be dedicated to the public. Public access easements cannot be used in lieu of dedicated right of way. No private roads are allowed.

(ii) At least one public access with minimum 60-foot dedicated right-of-way shall be provided to all subdivisions. For subdivisions with 30 lots or more, at least two public accesses with minimum 60-foot dedicated right-of-way must be provided per Fire Department standards.

(iii) Specific design standards for any roads within a development that may be classified as major or minor Collectors or rural Arterials shall be those specified in the County Road Manual.

(k) Street Layout/Geometry Standards:

(i) Geometric design. Design of roadways and streets shall follow previous Design Standard sections in this manual.

(ii) Through Traffic. Local streets shall be designed to discourage through traffic. Intersections of local streets with major streets shall be minimized.

(iii) Stubs/extensions. Provisions for an efficient street system must be made by the use of stub streets or extensions of new streets to connect to the existing streets, and by the use of developed rights-of-way. Any subdivision plat submitted for approval shall be designed to permit continuation of streets into adjacent subdivisions unless there is justification for an alternate design.

(iv) Extent of roadway construction. Roadways and streets are to be constructed by the developer to the furthest subdivision boundary line and utilized to access adjacent properties. No unimproved rights of way are allowed.

(A) A temporary turnaround will be installed by the developer at the end of the constructed roadway. Minimum radius of surfacing for temporary turnarounds shall be 50 feet.

(B) Dead end streets are prohibited.

(v) Street intersection limits. Not more than two streets shall intersect at one point.

(vi) Cul-de-sac length. Cul-de-sacs shall not be longer than 1000 feet, including the turnaround, unless a deviation is approved by the Commission after a positive recommendation from the Applicable Director. The turnaround shall have a right-of-way radius of 60 feet minimum and a surfacing radius of 50 feet minimum.

(vii) Frontage roads and permits. Where a residential subdivision abuts a State highway or County Highway, a frontage road may be required to reduce the number of approaches onto the highway. Developer shall obtain an approved approach permit from WYDOT to access a State highway, and an approved license from County Road and Bridge to access a County Highway.

(viii) Street jog limits. If a street jogs at an intersecting street, the centerline offset of the two streets shall be greater than 250 feet.

(ix) Intersection angles. Streets shall be designed to intersect at approximate right angles. Where topography or other conditions justify a variation, the variation from a right angle shall be no more than 30 degrees.

(l) Street Naming Standards:

(i) Naming convention/signage. New streets in alignment with existing streets in the County, or adjoining municipality, shall be named the same as the existing streets. There shall be no duplication of street names within the County and the developer shall be subject to confirmation of proposed street names by the Department. Street naming convention must follow Campbell County Rules, Chapter 8, Addressing Standards.

(m) Utility location in roadways/streets.

(i) Location of utilities within public right-of-way. All utility infrastructure installed by the developer must be installed within the publicly dedicated roadway right-of-way, or in publicly dedicated utility easements.

(n) Roadway paving/curb and gutter requirements.

(i) Appendix 1, Major Subdivision Improvement Chart, shows paving requirements based on subdivision density.

(A) Subdivision Density Groups 1 and 2 require asphalt or concrete paving.

(B) Commercial and industrial Subdivisions within the Joint Review Area must be paved with asphalt or concrete. Design of street sections and paving shall meet City of Gillette Design Standards.

(C) Curb and gutter may be required where a development is contiguous to a municipality which requires curb and gutter for the type of development proposed, or when the Board or Commission determine that the subdivision warrants it. Design in this case shall meet City of Gillette Design Standards.

(o) Approach/driveway requirements.

(i) Minimum requirements for approaches/driveways constructed at time of subdivision:

(A) No water will be allowed to drain from the approach/driveway onto a subdivision road.

(B) The minimum culvert size in road ditches under the approach/driveway is 12-inch diameter, but shall be larger if required per the drainage study. Culverts shall be located in the flowline of the ditch.

(C) All approach/driveways must have an all-weather surface that matches the roadway surfacing (i.e. a gravel roadway will require a gravel approach, and a paved roadway will require a paved approach). For all driveways or approaches, surfacing must extend from the roadway to the right-of-way line.

(D) The minimum width for the approach/driveway shall be 12 feet, but must take into account the proposed use.

(E) The location of approach/driveway should take into account the profile of the road and subsequent sight distance.

(ii) Minimum design requirements for approaches/driveways constructed after the completion of the subdivision.

(A) Approaches/driveways onto roads shall meet the standards established by the Home Owner's Association and/or Improvement and Service District controlling the roads in the subdivision.

(B) Campbell County does not regulate approaches or driveways that are not constructed during the initial subdivision process.

(iii) See Appendix 11 Approach/Driveway Geometry, for additional design details.

(p) Fire Standards

(i) All roadway construction is subject to compliance with the currently adopted Fire Code and review by the Campbell County Fire Department. Applicants should contact the Fire Marshall for information on standards from the adopted Fire code.

7.6 Road Construction Standards

(a) Permitting & Specifications.

(i) All subdivision road construction requires a permit to construct be issued by the Department prior to commencement of construction. This three-part permit specifies items that must be performed and/or submitted as part of the project during and after construction.

(A) Applications for a permit to construct must be submitted along with the engineering design and specifications for the improvements. The design must meet all requirements of this Section and include plan and profile sheets showing how the improvements are to be constructed and must

include specifications on testing requirements and address erosion control for the site.

(B) Permit approval grants the developer permission for construction based on the approved design.

(C) Permit close out involves verification from the design engineer and developer that all permit requirements were met and that improvements were installed per the approved design and met project specifications. Record drawings, material testing summary and inspection report with construction photos are required prior to permit close out.

7.7 Utilities

(a) Electric service shall be provided to all Minor and Major Subdivisions. Telephone, cable television, internet and other utilities are optional for the developer and availability shall be disclosed to potential purchasers.

(b) Electrical lines, telephone lines and other similar utility services shall be placed underground within designated easements, except as may be allowed in Appendix 1, Major Subdivision Improvement Chart.

(c) All utility services shall, at a minimum, extend to the property line of each lot or parcel within the subdivision. The applicant shall be responsible for complying with the requirements of this subsection, shall make the necessary arrangements including any construction or installation of such facilities.

(i) For construction of electrical service, the applicant shall contact Powder River Energy Corporation and provide payment for installation of electrical service prior to final approval of the subdivision plat. Proof of payment shall be provided to the Applicable Director.

(d) Design, construction and installation of utility facilities shall be in accordance with all other applicable County and State regulations.

7.8 Sewer Standards

(a) Within the Joint Review Area, every effort shall be made to provide public sewer to all new subdivisions, either through a connection to a public sewage disposal system or a community-type sewage disposal system.

(i) Applicants interested in land development should investigate sewage disposal options prior to land acquisition, as applicants are responsible for submitting a plan and financing for sewage system construction.

(b) Small Wastewater Systems. For a subdivision to be eligible for on-site sewage disposal systems, all lots shall be a minimum of 2.5 acres in size.

(c) Subdivisions must use one of the following two options for providing sewage disposal:

(i) No public sewage disposal will be provided. Lot purchasers will be responsible for providing individual, on lot sewage disposal systems.

(A) For Subdivisions proposing individual on-lot sewage disposal systems that have not completed a DEQ study per Section 6.11(a) or have not been exempted from a DEQ study per Section 6.11(e), a report must be submitted by an Engineer or Geologist in accordance with W.S. 18-5-306(a)(iv)(C) and conforming to Appendix 12, Individual On-Lot Sanitary Sewer Report Outline.

(B) Where individual on-lot sewage disposal systems are proposed, the statement NO PROPOSED CENTRALIZED SEWAGE SYSTEM, in bold capital letters, shall appear on the face of the plat.

(C) The lot purchaser shall obtain the permit for the individual on-lot sewage disposal system at the time of construction from the Department.

(ii) Install a sewage collection facility.

(A) Improvements shall be in accordance with Chapter 11 of the Wyoming Department of Environmental Quality's Water Quality Rules and Regulations.

(B) Per Campbell County's delegated authority from the DEQ, publicly owned and controlled sewage collection facilities will be permitted through the Department .

(C) Sewage treatment works, lagoons or systems that are not publicly owned at the time of development shall be permitted by DEQ.

(D) Systems permitted by the Campbell County Department of Public Works shall use the Department's permit forms. Requirements of the permit include: engineering design per all applicable requirements, materials testing specifications, project testing and inspection reports, construction photos and record drawings.

7.9 Water Supply Standards.

(a) The applicant shall make provisions for a centralized water system to supply water to all subdivisions within the one-half mile Joint Review Area. Several options are available when addressing water supplied to subdivisions outside the Joint Review area and are described in this section.

(b) Information on how lot purchasers may obtain water shall be included in the Subdivision Disclosure Statement.

(c) For all new Major and Minor subdivisions located within the Joint Review Area that fall within the regional water Designated Service Area, the applicant must develop a Centralized Water System.

(i) Centralized Water System provided via the Gillette regional water system is required, unless exempted by the Applicable Director.

(A) For Major Subdivisions, the system shall be a Public Water System

(B) For Minor Subdivisions, the system shall be the requirements of Appendix 9, Centralized Water System Requirements.

(C) Permitting and approvals through the City of Gillette Engineering Division will be required for infrastructure which extends from the existing regional system to the subdivision boundary.

(ii) In extenuating circumstances, when it is proven to be an extreme burden on the developer to connect to the Gillette regional water system, an exemption may be granted.

(A) Applicants requesting an exemption from connection to the Gillette regional water system, shall submit an exemption request and report conforming to Appendix 13, Regional Water Exemption Report Outline. Items that will be considered by the Applicable Director for approving an exemption to this Section (utilizing an alternate water source) will include, but are not limited to:

(I) Timeline/availability of regional extensions.

(II) Cost of central well vs regional extension.

(III) State Engineer's Office commitment to a well permit.

(iii) If deemed exempt from utilizing the Gillette regional water system as the primary water source, the centralized system shall include infrastructure allowing for future connection to the regional system. This infrastructure shall be constructed at the time of development of the centralized system.

(A) For Major Subdivisions, the infrastructure shall meet the requirements of a Public Water System

(B) For Minor Subdivisions, the infrastructure shall meet the requirements of Appendix 9, Centralized Water System Requirements.

(d) For all Major subdivisions, located outside the Joint Review Area, the applicant must develop a Public Water System.

(e) For all Minor Subdivisions located outside the Joint Review Area, the applicant must provide water via one of these 4 methods:

(i) Develop a Public Water System

(ii) Develop a Centralized Water System that complies with amended Appendix 9, Centralized Water System Requirements.

(iii) Wells developed and installed by applicant at the time of subdivision:

(A) Individual on-lot wells installed by developer:

(I) The applicant shall provide the Department with copies of approved well permits and approved statements of completion from the State Engineer's Office for each well.

(II) The applicant shall provide the Department with a report by an Engineer that verifies adequate water production and water quality from each well.

(III) Where individual on-lot wells are proposed, the statement NO PROPOSED CENTRALIZED WATER SYSTEM, in bold capital letters, shall appear on the face of the plat.

(B) Shared wells shall be drilled and completed by the developer, including pumps and infrastructure to each lot.

(I) Copies of State Engineer's Office well permits shall be provided.

(II) The applicant shall provide the Department with a report by an Engineer that includes as-constructed well test records and verifies adequate water production and water quality from each well.

(III) No more than the number of lots identified in the State Engineer's Office water well permit shall be served by each well. Per Chapter 4, Rules Regulation Construction, all plumbing shall be in accordance with the current adopted International Plumbing Code, or as designed by an Engineer.

(IV) Easements shall be shown on the plat for access, infrastructure, and the well. The well easement shall be no less than 50 feet by 50 feet in size.

(V) Shared water well agreements shall be submitted for review.

(VI) Where shared, on-lot wells are proposed, the statement NO PROPOSED CENTRALIZED WATER SYSTEM, in bold capital letters, shall appear on the face of the plat.

(iv) No water will be provided during the subdivision process. Lot purchasers will be responsible for providing on lot wells.

(A) For individual on-lot wells, a report must be submitted by an Engineer addressing the potential availability of ground water for the proposed Subdivision. The report shall follow Appendix 14, On-Lot Water Well Report Outline.

(B) Where individual on-lot wells are proposed, the statement NO PROPOSED CENTRALIZED WATER SYSTEM, in bold capital letters, shall appear on the face of the plat.

7.10 Water System Permitting

(a) Water Systems shall meet specific requirements identified in this chapter and in Wyoming DEQ Chapter 12, Water Quality Rules and Regulations.

(b) Treatment systems and water wells shall be permitted through DEQ prior to Campbell County issuing any permits for distribution or storage.

(c) Campbell County has delegated authority from the DEQ Water Quality Division to permit publicly owned and controlled water distribution and storage facilities.

(i) Systems not publicly owned at the time of development shall be permitted by DEQ.

(d) Water systems permitted by Campbell County Public works shall use the departments current permit forms and complete all the requirements of the permit. Major requirements include, but are not limited to:

(i) Water system design by an Engineer per all applicable regulations

(ii) Engineering design report providing technical justification for the proposed construction

(iii) Plan and Profile sheets, cross sections, and details

(iv) Construction specifications identifying the types of pipe and appurtenances to be used as well as the manner of installation

(v) Materials testing requirements for construction (soil placement, trench backfill, disinfection)

(vi) On-site inspection and materials testing during construction

(vii) Testing and inspections reports with construction photos submitted after construction

(viii) Record drawings submitted after construction

(ix) Verification from the Engineer and Developer that the construction was completed in accordance with approved drawings and specifications.

7.11 Fire Safety Standards:

(a) All proposed subdivisions are subject to review by the Campbell County Fire Department and applicable sections of the currently adopted Fire Code.

(b) The Commission shall have the power to impose more restrictive, as well as less demanding, requirements on a proposed Subdivision after considering comments from the Campbell County Fire Department and surrounding developments.

(c) Subdivisions falling within Density Group 1, according to Appendix 1, Major Subdivision Improvements Chart, shall provide fire hydrants spaced at intervals of 500 feet within a public right-of-way, or at longer intervals, as allowed by the Commission due to lower density housing.

(i) Hydrants shall have a minimum fire flow of 1000 gallons per minute for a minimum of two hours with a flowing (residual) pressure of twenty pounds per square inch.

(ii) For subdivisions meeting these requirements, which would connect to water systems of adjacent or nearby developments without fire hydrants, these requirements shall be met unless mitigating circumstances would make the requirements unreasonable as determined by the Commission.

7.12 Subdivision Boundary Control and Monumentation

(a) Subdivision boundary control and monumentation shall, unless otherwise modified herein, comply with the most recent applicable portions of the Guidelines for the Professional Practice of Land Surveying as published by the American Consulting Engineering Council. Copies may be obtained from ACEC.

(b) Boundary Control: Where section lines or section subdivision lines form part of the boundaries of a subdivision, these lines should be legally established and monumented as per the 1973 BLM Manual of Instruction for the survey of public lands and the pertinent detailed information should be shown on the plat.

SECTION 8. GUARANTEES FOR IMPROVEMENTS AND MAINTENANCE

8.1 General Requirements

The following requirements apply to all subdivisions:

(a) The applicant shall be responsible for the construction of all infrastructure and improvements required by this Chapter.

(b) All required improvements shall be designed and constructed according to the standards of this Chapter.

(c) The applicant is responsible for financing and constructing all improvements internal or external to the proposed subdivision required by this Chapter unless suitable evidence is submitted that other entities have the responsibility for the construction and costs of improvements and will construct them.

(d) In cases where the applicant proposes improvements that are in excess of the minimum standards of these regulations, the proposed improvement shall be considered as a required improvement.

8.2 Subdivision Improvements Agreements and Guarantees

(a) If the plat is to be recorded with the Campbell County Clerk prior to the final installation and approval of all required improvements, the following is required:

(i) Approved permits to construct for all infrastructure improvements required in the subdivision.

(ii) A cost estimate prepared by an Engineer, for the total installation cost of those improvements, as well as the cost of any professional services required to complete the installation.

(iii) A Subdivision Improvements Agreement (See Appendix 15, Subdivision Improvements Agreement) and associated irrevocable letter of credit, funds in escrow or other Board approved guarantee of attestable value shall be provided to the Board in the amount of 125% of the approved cost estimate.

(iv) The agreement shall authorize the time for the completion of improvements up to a maximum of 18 months. Upon request and after review, the Board may authorize a 6-month extension of the agreement.

(b) As improvements are completed, the subdivider may apply to the Board for a release of part of the security deposited with the Board. Upon inspection and approval by the Applicable Director, the Board shall release that portion of the security.

(c) 2 weeks prior to the agreed completion date in the Subdivision Improvements Agreement, the Department will conduct an inspection and notify the subdivider of any deficiencies.

(d) If improvements are not completed by the agreed completion date, the letter of credit will be utilized to complete improvements to the satisfaction of the Department, per the applicable permit to construct and as referenced in the Subdivision Improvements Agreement. Any remaining funds will be returned to the subdivider.

8.3 Associations or Districts for Subdivision Maintenance

(a) An Improvement and Service District, homeowners' or landowners' association, or equivalent, shall be formed for all new Minor and Major subdivisions to provide for the maintenance of Subdivision roads and other infrastructure.

(i) New subdivisions are encouraged to join or merge with an existing Improvement and Service District or association in an adjacent Subdivision, or a Subdivision whose roads are used for access to said Subdivision.

(b) The district or association shall, as a minimum, provide for the following:

(i) Adequate funding and means for enforcement.

(ii) Continuous health and safety inspections and immediate maintenance to correct unsafe conditions.

(iii) A method for receiving and processing complaints.

(iv) Regular maintenance program where needed for roads, parks, buildings, utilities, and other commonly-owned facilities.

(c) Documents for the formation of Improvement and Service District or Homeowners Association shall be recorded concurrently with the final plat.

(d) All homeowners' or landowners' associations are the responsibility of residents within the subdivision. Campbell County has no responsibility to ensure that associations adequately perform their assigned duties.

8.4 Disclosure Statement

(a) A full disclosure statement shall be submitted for review and approval by the Commission and Board prior to approval of any Minor or Major Subdivision.

(b) Copies of disclosure statements will be kept at the office of the County Clerk and will be available on request to the public.

(c) Disclosure statements shall conform to the requirements of Appendix 16, Subdivision Disclosure Statement.

(b) If a subdivision is required to have a disclosure statement, signs shall be erected and maintained at all entrances to the subdivision notifying the public that a disclosure statement is available at the County Clerk's Office. Signs shall be 2 feet by 4 feet all-weather metal or wood construction and shall be white letters on a green background. Signs shall be legible to the average person from a distance of 200 feet and shall be placed in a location easily visible to the public at a height of 6 feet to the bottom of the sign.

(i) Physical location and variations from the following standard sign shall be subject to the approval of the Commission and the Board. The standard sign to be posted at each entrance to the Subdivision.

(ii) Signs shall be purchased or constructed, erected and maintained by the developer for a period of 4 years after acceptable completion of construction of the development or until all lots have been sold, whichever comes first.

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APPENDIX 1: MAJOR SUBDIVISION IMPROVEMENTS CHART

Lot sizes and density may vary within a Major Subdivision. The following Chart provides information on infrastructure standards for various densities of Major Subdivisions.

MAJOR SUBDIVISION IMPROVEMENT CHART

Notes:

1. "R" indicates that improvements shall be required.
2. "M" indicates that improvements may be required by the Commission or the Board where deemed necessary.
3. Newly created parcels shall be a minimum of two and one-half (2½) acres in size for consideration of an on-site septic system.

Density Group	**1**	**2**	**3**	**4**
Lot size of the smallest lot in the subdivision:	*Less than 1 acre*	*1 - 2.49 acres*	*2.5 - 4.99 acres*	*5.0 acres or more*
Sewer (Public or Community)	R	R	M	M
Water (Public or Community)	R	R	R	M
Curb, Gutter, & Sidewalk	R	M	M	M
Pedestrian Walkways	R	M	M	M
Fire Protection/Fire Flows	R	M	M	M
Street Lighting	R	M	M	M
Underground Utilities	R	R	M	M
Street Pavement, Asphalt or Concrete	R	R	M	M

APPENDIX 2: PLAT AND APPLICATION REQUIREMENTS CHECKLIST

This Plat and Application Requirements Checklist outlines the requirements for submitting an application for subdivision permit and the requirements of the plat and supplemental materials. Please review the checklist to ensure that all materials are submitted.

The "✓" symbol denotes a required item.

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
Format				
1. All plats shall be clearly and legibly drawn in black, waterproof India ink upon tracing linen, mylar or some similar stable base material. Required affidavits, certificates and acknowledgements shall be legibly printed on the plat in opaque ink. Signatures shall also be made in black opaque ink.	✓	✓	✓	✓
2. A Certification of Dedication, Certificate of Registered Land Surveyor, Certificate of Approval by an Incorporated City or Town (when applicable), Certificate of Approval by the Commission, Certificate of Approval by the Board, Certificate for Subdivision Vacation (when applicable) and Administrative Plat Approval Certificate (when applicable) shall be included on the plat in conformance to Appendix 3, Sample Plat Certificates.	✓	✓	✓	✓
3. All plats shall be the standard size of 24 inches by 36 inches wide with a 1½-inch margin on the left side of the sheet and a ½-inch margin on the three remaining sides.	✓	✓	✓	✓
4. The scale of the plat shall be 1 inch = 100 feet or larger unless all of the lots are 5 acres or larger. Lots larger than or equal to 5 acres shall use a scale of 1 inch = 200 feet.	✓	✓	✓	✓
5. Each sheet of the plat shall be numbered and the total number of sheets compromising the plat shall be stated on each sheet (i.e. Sheet 1 of 3). The relationship of one sheet to the other shall be shown by key maps and match lines.	✓	✓	✓	✓
6. A digital copy of the plat shall be submitted that shall only contain the lot lines and the subdivision boundary, including bearings, distances and curve data (Autocad version 2000 or later) or any .dwg, or .shp format.	✓	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
7. A digital copy of the plat shall be submitted that shall only contain the lot lines and the subdivision boundary, including bearings, distances and curve data (Autocad version 2000 or later) or any .dwg, .dxf or .shp format.	✓	✓	✓	✓
8. Required Paper Copies: Five 24" x 36". One 11" x 17". If a joint case with the City or Town, 3 extra 24" x 36" copies.	✓	✓	✓	✓
General				
9. Name/Title of the subdivision in CAPITAL LETTERS at the top center of each sheet. The name shall not duplicate nor too closely resemble the name of any other subdivision filed with the County Clerk.	✓	✓	✓	✓
10. The section, township, range principal meridian, county and state being (part of or identical with) or (aliquot parcel), listed below the subdivision name.	✓	✓	✓	✓
11. In the case of a re-subdivision, the title should read: A Resubdivision of Lot __, Block __, or Tract __, (original subdivision name), To be Known as, (new subdivision name).	✓	✓	✓	✓
12. Legal description of the proposed subdivision boundary including ties to the public land system monument of record and a description of monuments both found and set. All lengths shall be shown to hundredths of a foot, and all angles to the nearest second and bearing and distances shall close.	✓	✓	✓	✓
13. If the plat represents a re-subdivision of previously subdivided land, the applicable perimeter of the previous subdivision shall be shown by a distinctive line. Excepted parcels shall be marked "NOT INCLUDED IN THIS SUBDIVISION" and the boundary shall be completely indicated by bearings and distances.	✓	✓	✓	✓
14. Parcels not contiguous shall not be included in one plat, nor shall more than one plat be made on the same sheet. Contiguous parcels owned by different parties may be embraced on one plat, provided that all owners join in the dedication and acknowledgement.	✓	✓	✓	✓
15. The location and layout of all lots, blocks, tracts, roads, streets, alleys, walkways, easements, public grounds, oil and gas wells and pipelines within and immediately adjoining the plat.	✓	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
16. The location of all existing easements, oil and gas wells and pipelines within and immediately adjoining the plat shall be shown, including book and page when applicable.	✓	✓	✓	✓
17. Location/Vicinity Map drawn to an adequate scale to provide clarity, showing the location of the proposed subdivision in the County relative to nearby subdivisions and indicating the name and location of major nearby roads.	✓	✓	✓	✓
18. North Arrow (The top of each sheet shall represent North wherever possible).	✓	✓	✓	✓
19. Existing contours at five foot intervals. Elevations, where possible shall be reference to USGS control. Where minimum lot size is greater than 10 acres, 10 foot intervals adapted from USGS topographical maps may be accepted.	N/A	N/A	✓	N/A
20. General location and extent of any wooded areas, streams, lakes or other natural features.	✓	✓	✓	✓
21. Land located in the 100-year flood plain, expansive soils, landslides, shallow water table, polluted or non-potable water or other hazardous conditions.	✓	✓	✓	✓
22. Scale used on the plat.	✓	✓	✓	✓
23. Basis of Bearing and show all monuments used to establish the subdivision boundary.	N/A	N/A	N/A	N/A
24. Name of owner(s) of record.	✓	✓	✓	✓
25. Date plat was drawn.	✓	✓	✓	✓
26. Certification of Licensed Land Surveyor.	✓	✓	✓	✓
27. The statement “THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE” shall be on the face of all plats.	✓	✓	✓	✓
28. As applicable “NO PUBLIC MAINTENANCE OF STREETS OR ROADS,” “NO CENTRAL WATER SUPPLY SYSTEM” “NO PUBLIC SEWAGE SYSTEMS.”	✓	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
Exterior Boundary, Location				
29. The exterior boundaries of the platted tract in a heavy, solid line.	✓	✓	✓	✓
30. The Record (as applicable) and Measured bearings and distances.	✓	✓	✓	✓
31. Bearings, distances and curve data of all perimeter boundary lines shall be shown outside the boundary line.	✓	✓	✓	✓
32. On curved boundaries and all curves on the Plat, sufficient data shall be provided to enable re-establishment of curves. The curve data shall include, at a minimum, chord bearing, chord distance, radius and curve length.	✓	✓	✓	✓
33. Location and description of all pertinent monuments with a notation indicating which were found and which were set. When applicable, section, quarter and sixteenth lines shall be shown and labeled.	✓	✓	✓	✓
Interior Layout				
34. All lots and blocks designated by number and the area and approximate dimensions of each lot.	✓	✓	✓	✓
35. Dimensions of proposed parcels to the one-hundredth of a foot, drawn to scale or clearly dimensioned.	✓	✓	✓	✓
36. The location of natural or manmade features such as drainage ways, streams, roads, etc. on, or immediately adjacent, to the site.	✓	✓	✓	✓
37. Indicate all lot acreage to one-hundredth of an acre for parcels larger than or equal to 0.25 acres and square footage for parcels smaller than 0.25 acres.	✓	✓	✓	✓
38. The area, location, boundaries and dimensions of all parks, common areas and other grounds dedicated for public use, if applicable.	✓	✓	✓	✓
39. A summary stating the total gross area of the subdivision, the total right-of-way and total public area, if applicable.	✓	✓	✓	✓
40. All dimensions of irregularly shaped lots shall be shown.	✓	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
41. All lots and blocks shall be consecutively numbered. Lengths and arc lengths of lot lines shall be shown to hundredths of a foot and bearings shall be shown to the nearest second.	✓	✓	✓	✓
42. Lengths and arc lengths of lot lines shall be shown to the hundredths of a foot and bearings shall be shown to the nearest second. Lengths and bearings shall be given for all lot lines, except they need not be given for interior lot lines where the bearings and lengths are the same as those of both end lot lines.	✓	✓	✓	✓
43. A notation of the total acreage of the subdivision, the acreage of each lot to the nearest hundredth of an acre for lots over 0.25 acres or the square feet of each lot for lots 0.25 acres or less, and the total number of lots.	✓	✓	✓	✓
44. All easements delineated by dashed lines, their purpose, dimensions and bearings, including drainage and flood easements deemed necessary by the Applicable Director for the orderly development of land encompassed within the plat.	✓	✓	✓	✓
Streets				
45. Access from all proposed subdivisions to the nearest publicly dedicated road, provided via a dedicated right-of-way of not less than 60 feet in width.	✓	✓	✓	✓
46. Names of roads and streets. Show and identify the nearest publicly dedicated road. If the road does not abut the subdivision, the access road must also be shown.	✓	✓	✓	✓
Supplemental Requirements				
47. Names and addresses of all landowners within 1,000 feet of the subdivision boundary, excluding rights-of-way.	N/A	✓	✓	✓
48. Wyoming DEQ Chapter 23 review	N/A	N/A	✓	✓
49. Water provided or a report by an Engineer addressing the potential for water wells. Please see Appendix 14, On-Lot Water Well Report Outline for information on how to complete this report.	✓	✓	N/A	N/A
50. Drainage information, especially with reference to any known 100-year flood plains.	N/A	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
51. Drainage Report signed by an Engineer referencing any 100-year Flood Plains and addressing the need for any drainage easements, detention or crossings.	N/A	✓	✓	✓
52. Soils report, signed by an Engineer for review for adequacy by the Campbell County Conservation District. *Note: This is not a geo-technical report. Please see the Appendix 8, Soils Report Outline for an outline on how to complete the Soils Report.*	N/A	✓	✓	✓
53. Permits to Construct for all subdivision infrastructure including roads, water systems, drainage structures and any applicable utilities.	N/A	✓	N/A	✓
54. Application for Zoning, if applicable.	✓	✓	✓	✓
55. Permit to Access State Highway from the Wyoming Department of Transportation, if applicable	✓	✓	✓	✓
56. Easements across adjoining properties for any utilities that provide service to the subdivision.	✓	✓	✓	✓
57. One copy of satisfactory proof of ownership of the proposed subdivision.	✓	✓	✓	✓
58. Full Title Report, the report having been completed within the previous 3 months.	✓	✓	✓	✓
59. Consent to Subdivide signed by all owners, mortgagees or lien holders. The Consent to Subdivide may be placed on the face of the plat or prepared as a separate document. The document shall be written in a recordable format acceptable to the County Clerk's Office.	✓	✓	✓	✓
60. The applicant shall submit proof (Publisher's Affidavit) that the applicant has published notice of his intent to apply for a Subdivision Permit once each week for 2 weeks within 30 days prior to filing his application. The notice will include the name of the subdivider and the general location of the land to be subdivided. See Appendix 6, Example Publishers Affidavit for an example publication notice.	N/A	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
61. Site Plan including the names of all adjacent landowners, and the following: • A drawing of the proposed subdivision boundary and parcels with the location and dimension of existing structures, fences, buildings and other surface improvements such as wells, septic tanks, and leach fields. • Existing contours at 5-foot intervals. Elevations, where possible, shall be referenced to USGS control. • Existing and proposed zoning and/or land use of the proposed subdivision and adjacent areas. • Location and size of existing/proposed water, sewer public/on-site and utility lines in and immediately adjacent to the proposed subdivision. • Proposed land use of the subdivision. • Existing land use of the adjacent parcels and land within the proposed subdivision. • Estimated mileage to the nearest public water system. • Estimated mileage to the nearest public sewer system. • Location of existing oil/gas wells and lines.	✓	✓	✓	✓
62. Homeowners or Landowners Association documents in accordance with guidelines established in Section 8.3 or appropriate documentation for the formation of an Improvement and Service District.	N/A	✓	✓	✓
63. Existing or proposed restrictive covenants, if applicable.	N/A	✓	✓	✓
64. Disclosure Statement and proof of placement of Disclosure Statement sign.	N/A	✓	✓	✓
65. Confirmation, by way of photos or an affidavit, that a Disclosure Statement sign has been placed at all accesses to the subdivision.	N/A	✓	✓	✓

APPENDIX 3: SAMPLE PLAT CERTIFICATES

The following contains formatting for all Certificates of Signature and plat vacation declaration statements.

A notarized certificate including notarized signatures of all parties having a titled interest in, or lien upon the land, consenting to the Plat and designating rights-of-way, shall be included on the face of the plat.

a. Example of Certificate of Signatures

The above or foregoing subdivision of (here insert a correct description of the land or parcel subdivided) as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

That the undersigned owners and proprietors of the land shown and described on this plat do hereby dedicate to the public for perpetual public use all streets, alleys, easements and other lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use. Utility easements as designated on this plat are hereby dedicated to the public for perpetual public use for installing, repairing, replacing and maintaining water lines, sewers, gas lines, electrical lines, telephone lines, cable TV lines and other forms and types of public utilities now or hereafter generally utilized by the public.

(Individuals, where applicable, should add:)

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.
(Execution by individuals or two officers of a corporation and corporate seal, if applicable:)
Executed this (day) day of (month) A.D., (year), by:

_____
Owner(s), Mortgagees, Lien holders

b. Certificate and signature of a Wyoming licensed land surveyor as follows:

I, (name), of (city), (state), hereby certify that this plat was made from notes taken during an actual survey performed during the month of (month), (year), by (name of surveyor) for whose work I stand personally responsible and that the survey is accurately represented on this plat and is set out on the ground as shown hereon.

_____ _____
Name Date
Wyoming L.S. No. _____

c. Certificate of approval of any incorporated municipality within one (1) mile of the subdivision, if pertinent, in accordance with W.S. 34-12-103, as follows:

Approved by the governing body of (Name of city or town, state) this (day) of (month) A.D., (year).

_____
Mayor
Attest:

_____
City or Town Clerk

d. Certificate of approval by the Campbell County Planning Commission as follows:

"Approved by the Campbell County Planning Commission this (day) of (month) A.D., (year).

_____
Chairman of the Planning Commission
Attest:

_____
Clerk of the Planning Commission"

e. For Administrative Plats, the Certificate of the Planning Commission and the Certificate of the Board of County Commissioners shall be replaced with the Certificate of the Director of Public Works and the County Planner & Zoning Administrator, which shall read as follows:

"The (re)subdivision of _____, to be known as _____ is hereby approved for filing as an Administrative Plat on _____ through authority granted by the Campbell County Subdivision Regulations.

_____
Director of Public Works

_____
County Planner & Zoning Administrator"

f. Certificate of approval by the Campbell County Board of County Commissioners:

"Approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming, this (day) of (month) A.D., (year).

_____
Chairman of the Board
Attest:

_____
Clerk of the Board"

g. Certificate of filing by the Campbell County Clerk.:

"I hereby certify that the above plat was filed for record in my office at _____ o'clock___ a.m./p.m. (month) (day), (year) and recorded in plat book number _____, page number _____.

_____
County Clerk

_____
Deputy

h. When the plat of a subdivision or resubdivision intends to vacate an existing easement, the location of the easement shall be shown on the plat with a notation that it is being vacated by the plat. In the case of vacating an existing subdivision or a portion of a subdivision, the following declaration shall appear on the face of the plat:

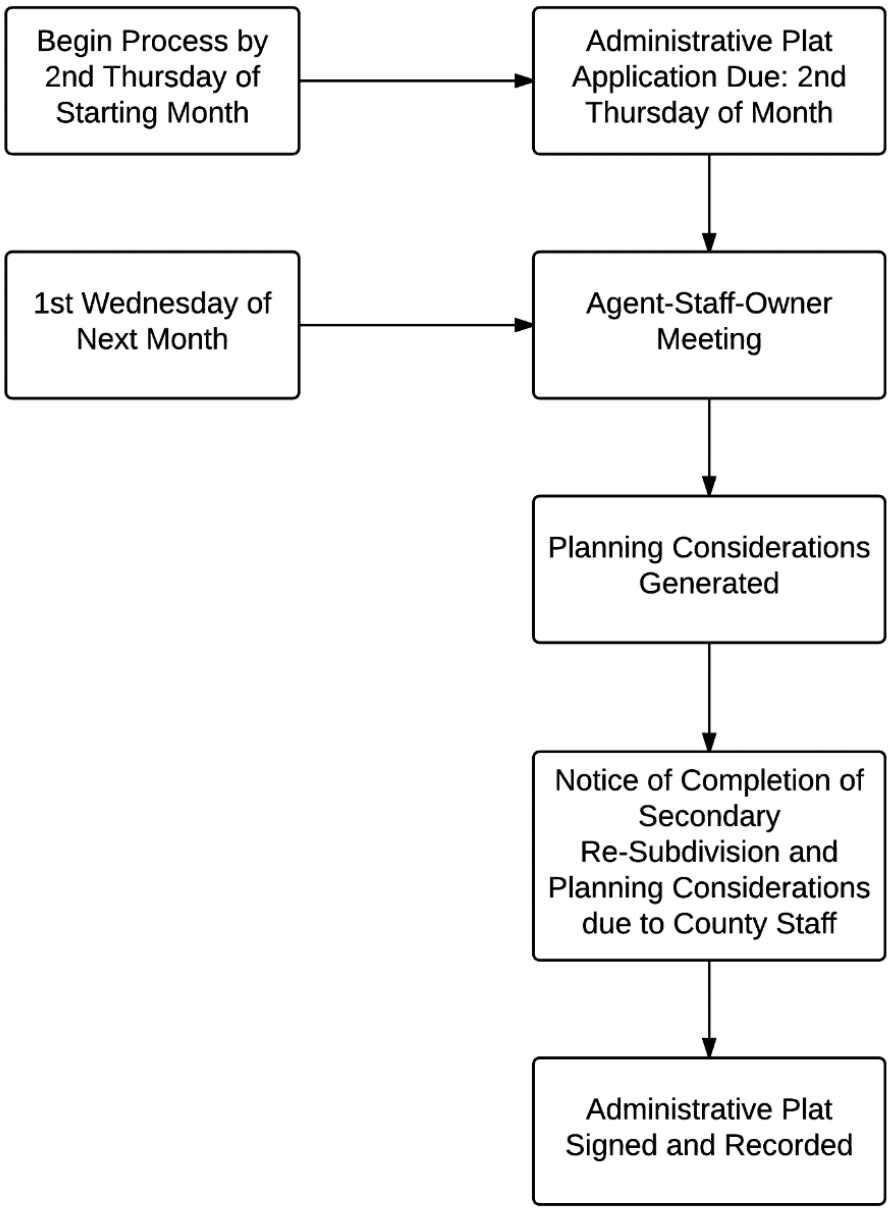
DECLARATION VACATING PREVIOUS PLATTING

This subdivision is the resubdivision of (subdivision or portion of subdivision being resubdivided), as recorded in Book _____ of Plats, Page _____ of the records of the Campbell County Clerk. All earlier plats or portions thereof, encompassed by the boundaries of this final plat, are hereby vacated.

APPENDIX 4: SUBDIVISION PROCESS FLOW CHARTS

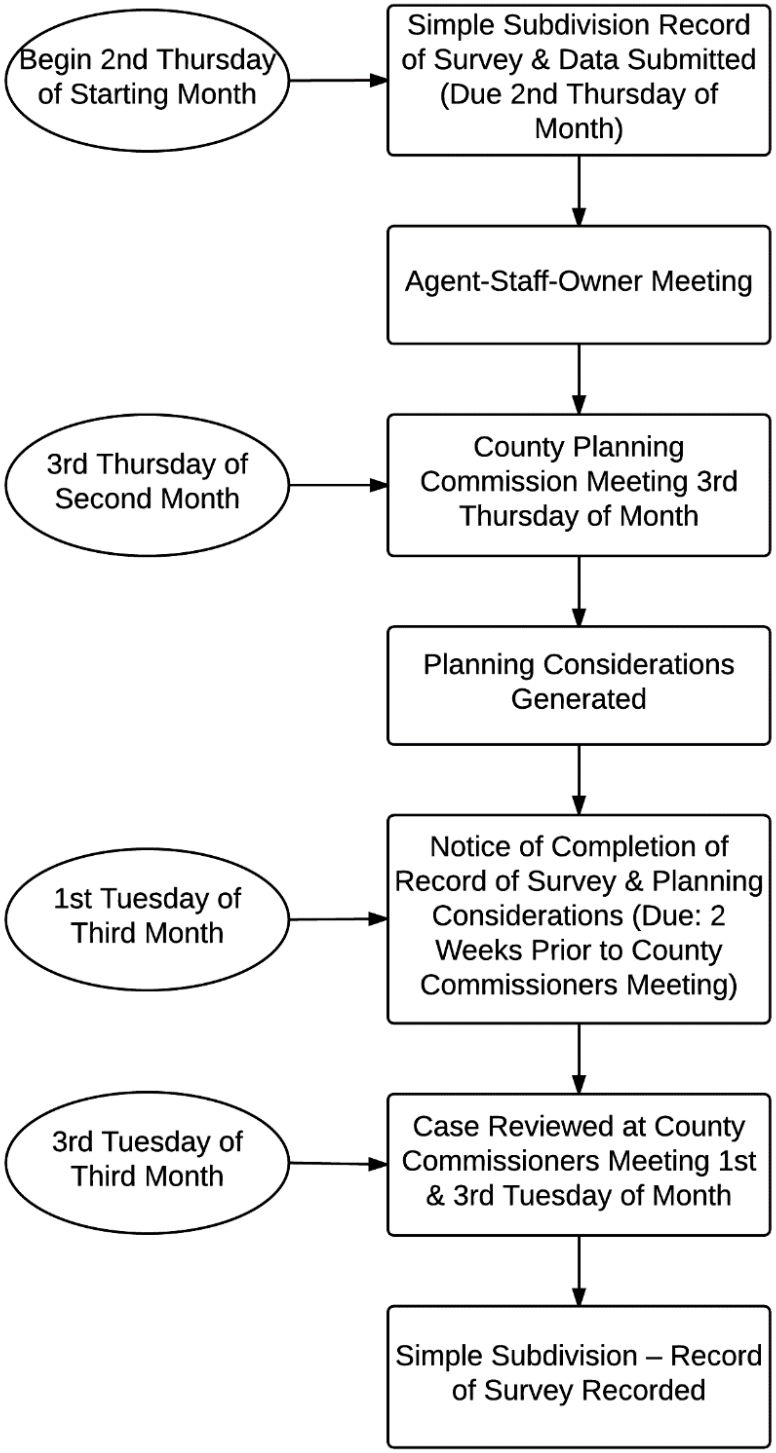
Administrative Plat Process

Note: This flow chart depicts minimum progression without delays pending timely and complete submittals of all documents.



Simple Subdivision Process

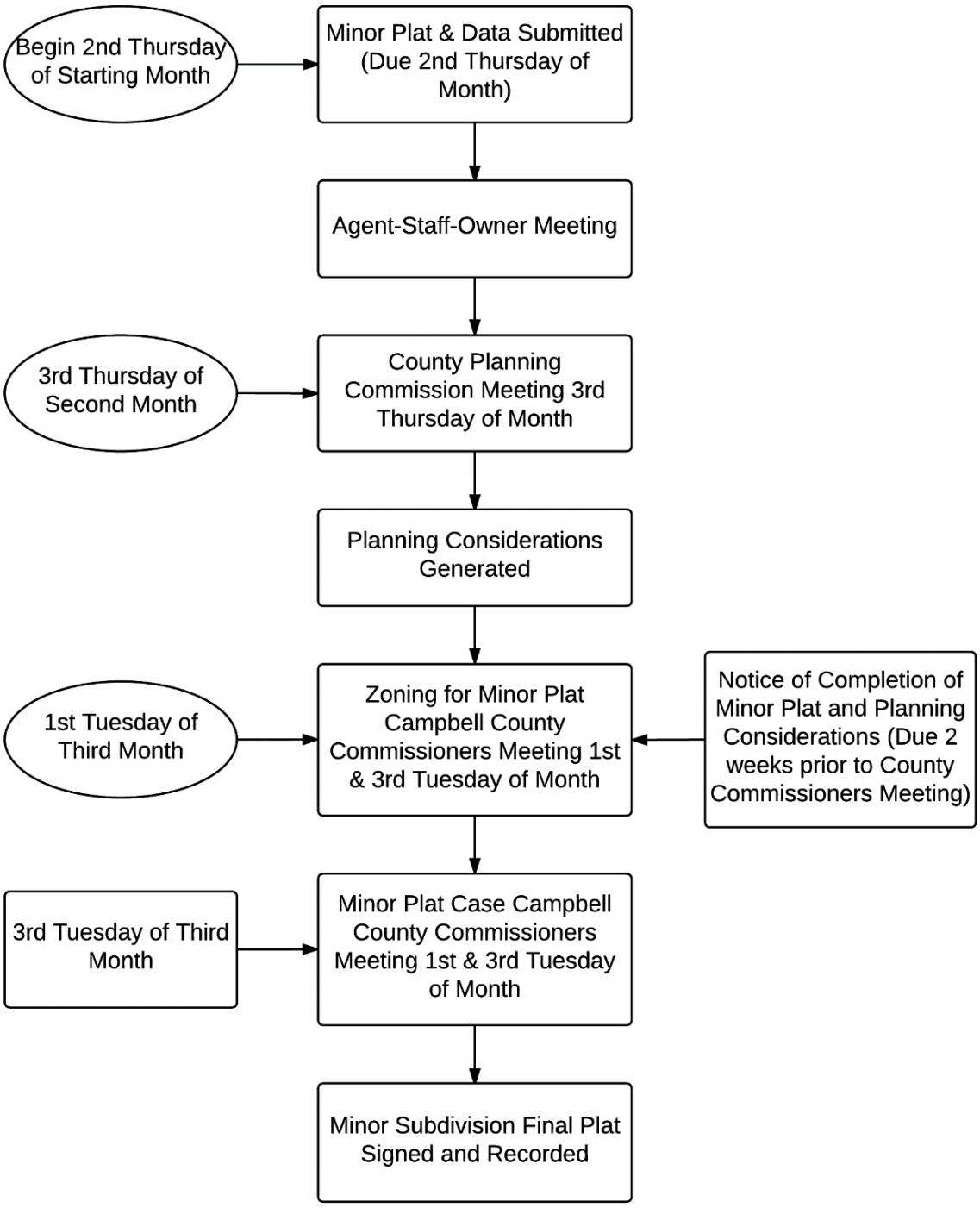
Note: This flow chart depicts minimum progression without delays pending timely and complete submittals of all documents.



Minor Subdivision Plat Subdivision Process

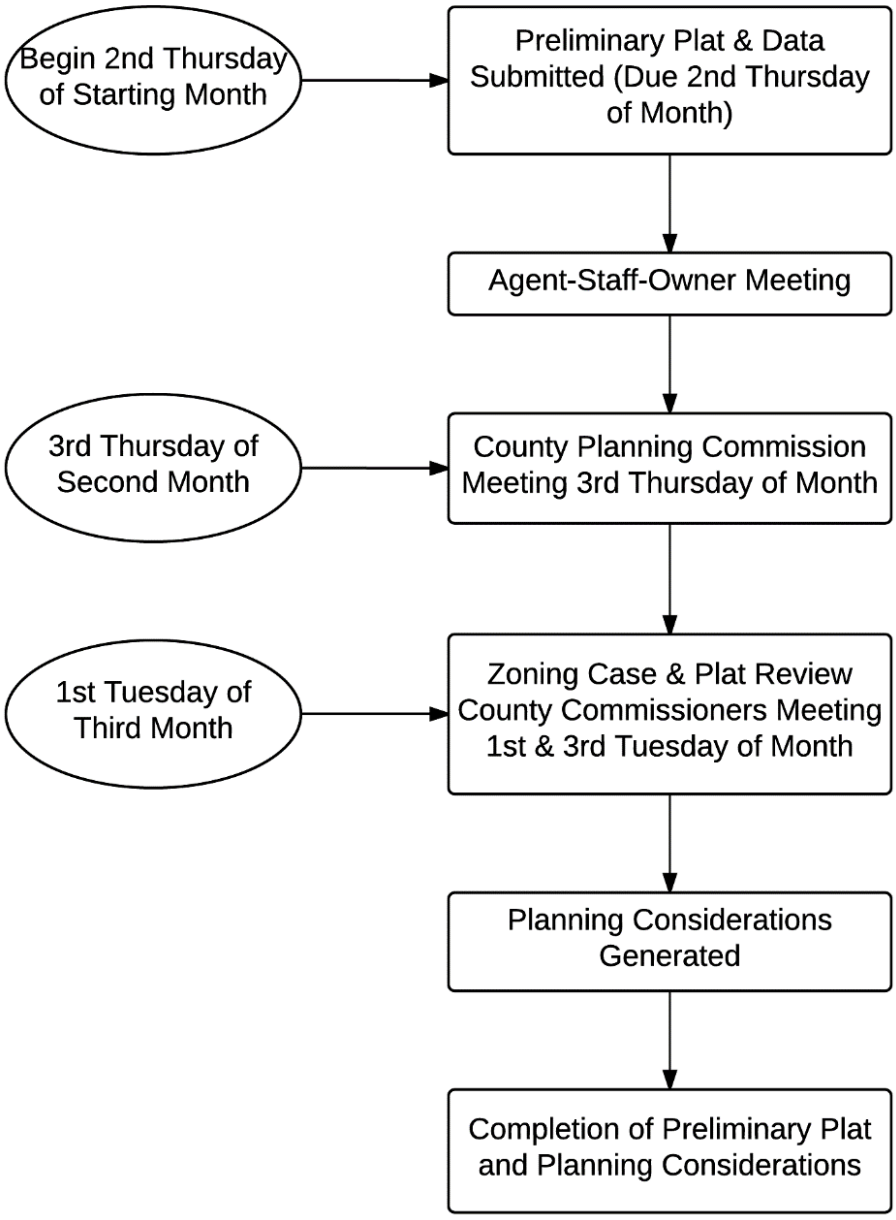
Notes: (1) This flow chart depicts minimum progression without delays pending timely and complete submittals of all documents.

(2) Zoning and Minor Plat will not go to the same County Commission Board Meeting



Major Subdivision - Preliminary Plat Process

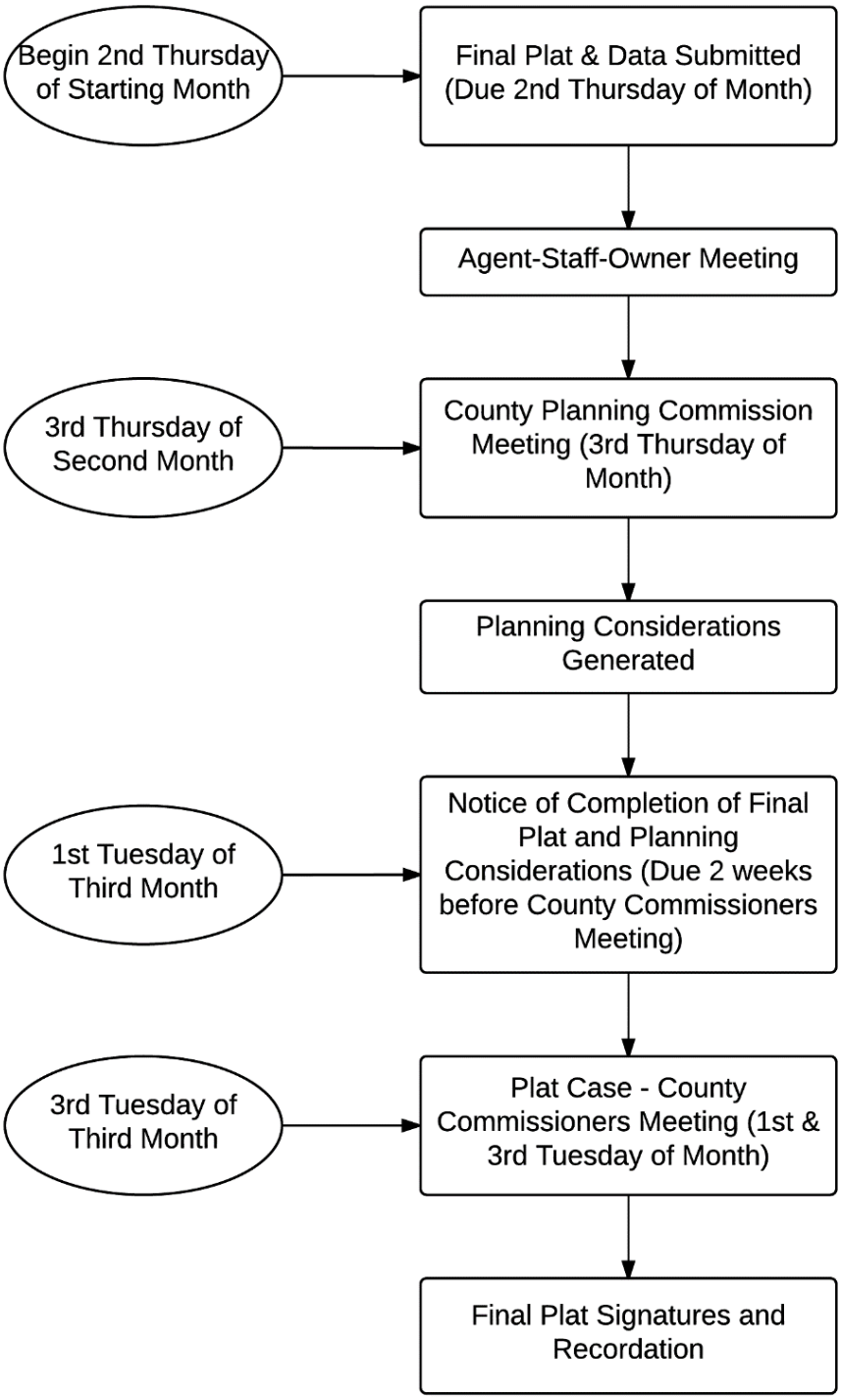
Note: This flow chart depicts minimum progression without delays pending timely and complete submittals of all documents.



Major Subdivision - Final Plat Process

Notes: (1) This flow chart depicts minimum progression without delays pending timely and complete submittals of all documents.

(2) Zoning and Final Plat will not go to the same County Commission Board Meeting.



APPENDIX 5: SKETCH PLAT REQUIREMENTS

The sketch plan shall include the following;

(a) A map showing the general location of the proposed subdivision and the total area to be developed, the property boundaries of the area to be subdivided and the north arrow.

(b) Topographic contours from available information such as U.S.G.S. maps.

(c) Significant natural and manmade features such as streams, drainage ways, ridges, vegetation, roads, railroads, buildings, etc. on or immediately adjacent to the site.

(d) Proposed lot, street, park and open space layout indicating approximate sealed dimensions of lots.

(e) Proposed water source and system including general information about water rights, water quality. etc.

(f) Proposed sewage treatment system.

(g) Acreage of the proposed development.

(h) A map showing the general soil types and their boundaries as shown on available soil survey maps prepared by the Natural Resources Conservation Service.

(i) The name and addresses of the landowner, the subdivider or applicant and the person or firm responsible for the layout or design.

APPENDIX 6: EXAMPLE PUBLISHER'S AFFIDAVIT

As part of the subdivision application process, you are required to provide notice of your application for a Subdivision Permit and public hearing before the County Planning Commission. You are required to publish this notice *two times, in two separate weeks*, in the local newspaper of record prior to the Planning Commission hearing.

Below you will find an example of the language needed for the notice. Please submit a copy of your notice with your application for a Subdivision Permit. The original should be forwarded to the newspaper for publishing.

NOTICE IS HEREBY GIVEN THAT (*Applicant's Name)*, CAMPBELL COUNTY, WY HAVE APPLIED FOR A PERMIT TO SUBDIVIDE (*Legal Description of Property to be Subdivided)*. A FINAL PLAT WILL BE REVIEWED AT THE (*Meeting Date)* CAMPBELL COUNTY PLANNING COMMISSION MEETING AT 7:00 P.M. IN THE CAMPBELL COUNTY COMMISSIONER'S CHAMBERS, 500 SOUTH GILLETTE AVENUE, GILLETTE, WYOMING. THE PLAT CAN BE REVIEWED AT THE OFFICE OF THE CAMPBELL COUNTY PLANNING AND ZONING DIVISION, 500 SOUTH GILLETTE AVENUE, SUITE 1500, GILLETTE, WYOMING.

APPENDIX 7: DRAINAGE REPORT OUTLINE

(a) Report.

(i) Cover Sheet.
- (A) Name of the Project.
- (B) Owner's name and address.
- (C) Developer's name and address.
- (D) Engineer's name, address, Wyo PE #.
- (E) Submittal date (and revision dates as applicable).

(ii) Site Location.
- (A) Township, Range, Section, and Quarter Section.
- (B) Existing and proposed streets, roads highways adjacent to and within the proposed development.

(iii) Property Description.
- (A) Area in acres.
- (B) Ground Cover, vegetation, site topography, and slopes.
- (C) Soils Classification (NRCS).
- (D) FEMA flood zones or low areas prone to flooding.
- (E) Significant geologic features.
- (F) Proposed land use.

(iv) Drainage Basins.
- (A) On site and off site drainage basins size.
- (B) Drainage basin characteristics, flow patterns, and paths.
- (C) Existing and proposed land uses within basins.
- (D) Discussion of existing channels/culverts upstream and downstream of project.

(v) Drainage Facility Design.
- (A) Hydrology determined using rational method, SCS curve method, or other appropriate method approved by the Department.
  - (I) Design storm: 25-year, 24-hour.
- (B) Drainage Channels and Swales.
  - (I) No bank or channel bottom erosion during design storm.
  - (II) Design storm contained within limits of the swale or channel. High water line must be delineated as drainage easement on plat.
- (C) Roadside ditches.
  - (I) No ditch erosion during the design storm.
  - (II) Design storm contained within ditch
- (D) Culverts.
  - (I) Must convey design storm with no overtopping allowed and no erosion at inlets or outlets.
  - (II) Where a road crosses a major drainage, verify that during a 100-year storm there is no more than 8 inches of water overtopping the road.
- (E) Storm drain piping/curb and gutter scenario.
  - (I) Contain design storm with no water in driving lanes.

(vi) Stormwater Detention.

(A) Historic flows for area.
(B) Developed flows based on proposed land use for development.
(C) Analysis of historic vs developed flows and detention recommendations for design storm.
(D) Detention Facility sizing and design (if applicable).
(I) Allowable release rates.
(II) Storage required and provided.
(III) Water surface elevations.
(IV) Comparison of historic and developed discharge at critical design points on the site and downstream of site.
(V) Maintenance requirements of facility.
(VI) Developments within City of Gillette plan district boundary are required to meet all City of Gillette requirements for stormwater detention.

(vii) Additional Project specific information as needed or as requested by the Department.

(b) Drainage Plan exhibit.

(i) 24" X 36" sheet(s).

(ii) Large scale for readablility.

(iii) Title block and legend.

(iv) Limits of all drainage basins, including offsite basins if feasible.

(v) Existing and Proposed.
(A) Roads, streets, and highways.
(B) General drainage patterns and flow paths with arrows depicting flow direction.
(C) Topographic contours with 5-foot maximum intervals.
(D) Stormwater conveyance methods (ditches, culverts, swales, channels, etc.).

(vi) FEMA flood zones.

(vii) Proposed drainage easements.

APPENDIX 8: SOILS REPORT OUTLINE

A soils report shall be completed for each subdivision by an Engineer. The NRCS (Natural Resources Conservation Service) data should be analyzed by the Engineer and used for the report. Additional soils tests including corrosivity tests, and percolation tests are recommended but not required. The following outline shows suggested analysis. This outline is not comprehensive and engineering judgment must be used beyond what could be listed, as each case must be evaluated independently.

(a) Identify each type of soil located within the proposed subdivision and describe its major properties. If there are multiple soil types, provide an exhibit that shows the location of each type relative to the lots of the subdivision.

(b) Address the adequacy of the soil for the following building and site development types:
- (i) Dwellings with and without basements.
- (ii) Septic tank absorption fields
- (iii) Small commercial buildings.
- (iv) Shallow excavations.
- (v) Local roads and streets.
- (vi) Culverts (address material type).

(c) Identify any limitations that exist and describe ways to overcome the limitation(s). Make recommendations of any necessary investigations that should take place prior to development.

APPENDIX 9: CENTRALIZED WATER SYSTEM REQUIREMENTS

Water systems shall meet the requirements of Wyoming DEQ Water Quality Rules and Regulations, Chapter 12, except as amended below:

(a) Section 5 repealed

(b) Section 6 c Treatment Facilities is repealed and replaced with the following:

A detailed description of the proposed treatment process and equipment shall be included in the design report if applicable.

(c) Section 7 c ii is repealed

(d) Section 7 c iv is repealed and replaced with the following:

Location of any sewer lines, septic tanks, or leach fields within 30 feet

(e) Section 7 d is repealed and replaced with the following:

The plans shall include a detailed description and layout of any storage tanks treatment facilities

(f) Section 7 f vii is repealed

(g) Section 8 c is repealed and replaced with the following:

Treatment is not required for potable water supplies that are bacteriologically, chemically, radiologically, and physically safe as determined by an Engineer. When disinfection equipment is necessary it shall be designed by an Engineer. Surface water supplies shall not be used for potable water systems.

(h) Section 8 d is repealed and replaced with the following:

When disinfection is necessary, one treatment unit capable of the maximum daily demand shall be required. Multiple pumping units are not required. Multiple treatment units are not required. Alternative power is not required unless fire protection is provided.

(i) Section 8 g is repealed and replaced with the following:

Pumping and treatment units shall be protected from the weather and suitable for atmospheres containing moisture and chorine.

(j) Sections 8 h, I, j, k, l, m, n are repealed and replaced with the following:

Safe access shall be provided to all pumping and treatment units, including adequate ventilation and a designated separate location for chemical storage.

(k) Section 9 a is repealed and replaced with the following:

Surface water supplies shall not be used for potable water systems.

(l) Section 9 b i is modified as follows:

Number and capacity. The total developed groundwater source, along with other water sources, shall provide a combined capacity that shall equal or exceed the design maximum daily demand. *When this criteria cannot be met*, ~~A minimum of 2 wells, or 1 well and~~ finished water storage equal to twice the maximum daily demand shall be provided. ~~Where 2 wells are provided, the sources shall be capable of equaling or exceeding the design average daily demand with the largest producing well out of service.~~

(m) Section 9 b iii is repealed and replaced with the following:

Water well as-constructed data shall be provided by an Engineer demonstrating the water well was constructed in accordance with the Wyoming State Engineers Office Water well minimum construction standards. In addition, 40 feet of surface casing shall be installed and the annular space between the borehole and the surface casing shall be filled with cement, grout, of bentonite slurried material. The well bore shall not continue until the surface casing is installed. A copy of the U.W. 5 permit from the State Engineers Office shall be provided. Access and utility easements shall be provided. A water well and storage easement shall be provided and filed at the County Clerks office. Maintenance shall be provided for by a water well agreement or homeowner association documents filed at County Clerk's office.

(n) Section 10 is repealed and replaced with the following

Treatment is not required for potable water supplies that are bacteriologically, chemically, radiologically, and physically safe as determined by an Engineer. When disinfection equipment is necessary it shall be designed by an Engineer. Water quality testing shall be conducted and analyzed for the following: Total dissolved Solids, Nitrate and Nitrite as N, Total Coliform, Sulfates, Calcium, Magnesium, Sodium, Chloride, Iron, Zinc, Lead, Fluoride, Manganese, Copper, arsenic, pH, and E-coli and written report submitted by Engineer analyzing drinking water standards

(o) Section 11 is repealed

(p) Section 12 is repealed and replaced with the following:

Pumping facilities shall be designed by and Engineer, and shall be installed in an adequate location with proper access for maintenance. Pressure tanks shall be provided in accordance with pump manufacturers recommendations, however cumulative volume shall not be less than 3 gallons per service for variable speed pumps and 15 for conventional pumps.

(q) Section 13 a i is repealed and replaced with the following:

Storage is not required if a 24 hour pump test demonstrates the well can produce the maximum daily design flows and that a submersible pump has been installed which can provide minimum required pressures.

(r) Section 14 a is repealed and replaced with the following:

Piping material shall be any material allowed for potable water piping in current adopted International Plumbing code.

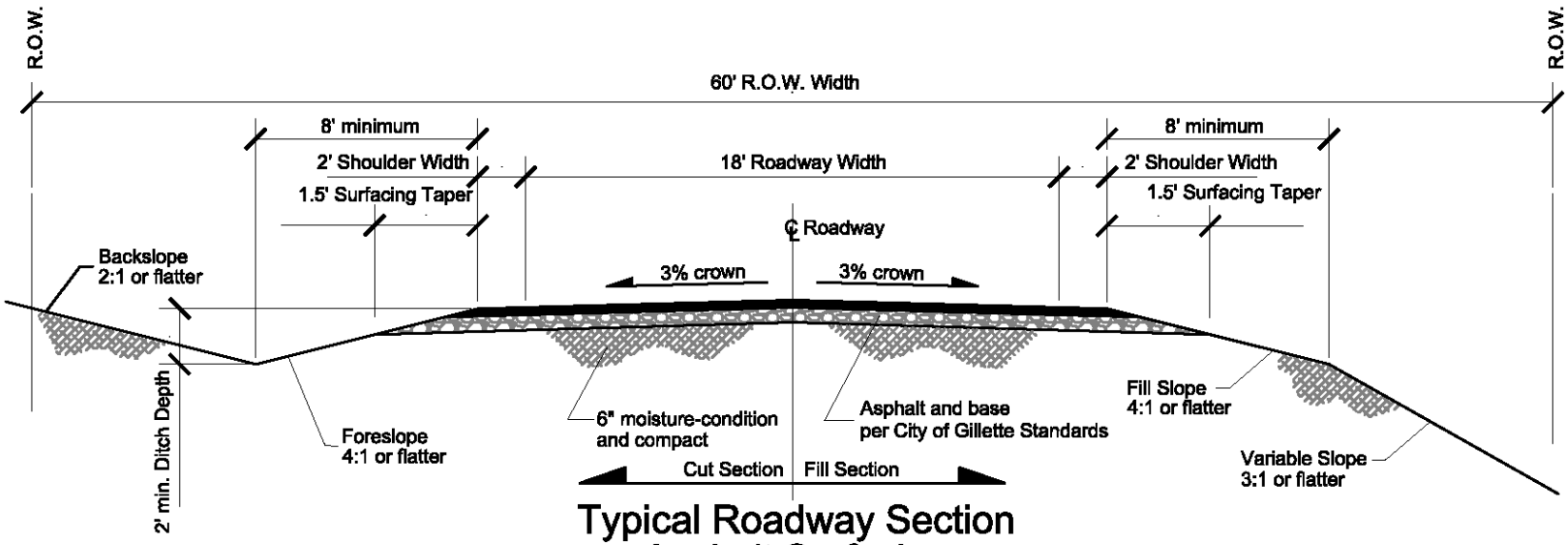
(s) Section 14 b iv is repealed and replaced with the following:
When providing potable water to 4-6 service connections a looped supply line of no smaller than 2" in diameter shall be provided. When providing potable water to 7-9 service connections a looped supply line of no smaller than 3" in diameter shall be provided. Services of the same size shall be stubbed to each parcel.

(t) Section 14 b vii is repealed and replaced with the following:
Flushing hydrants shall be provided as determined by the design Engineer

(u) Section 14 i is repealed and replaced with the following:
Backflow prevention in accordance with current adopted International Plumbing code shall be installed on each service at the property line

(v) Section 15 is repealed

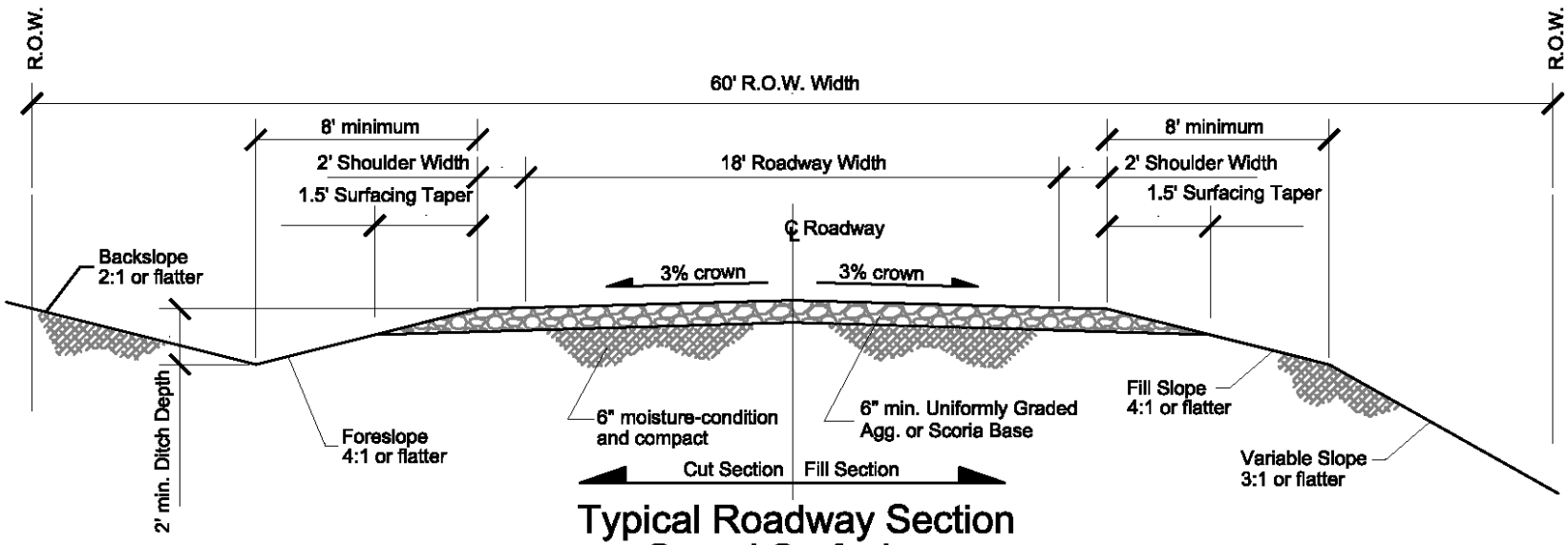
(w) Section 16 is repealed and replaced with the following:
After construction, systems shall be disinfected per Wyoming Public Works Standard specifications. Samples of water shall be drawn at each service location and submitted with the record drawings. As constructed plans shall be provided within 30 days of completion by the design Engineer showing bearings and distances from property corners to water lines and water services.



Typical Roadway Section
Asphalt Surfacing

Design Standards for Paved Rural Local Roadways					
	Design Variable	Value		Design Variable	Value
Geometric	Design Speed [1]	30 MPH (20 MPH School Zn.)	Cross Sectional	Crown [5]	3% minimum
	Horizontal Curvature [2]	AASHTO Chapter 3		Superelevation [5]	4% maximum rate Use modified runoff (AP-26)
	Vertical Curvature [2]	AASHTO Chapter 3		Vertical Clearance	Grade Sep.[3] 16.5' min. Power Line[5,6] 24' min. Railroad Sep.[7] RR Authority
	Sight Distance [2]	AASHTO Manual			
	Longitudinal Grade [5]	8% max unless approved		Surfacing Design [5]	6" Uniformly Graded Agg. or Scoria Base over 6" MDC
Cross Sectional	Roadway Width [2]	AASHTO Chapter 5 (18' min.)	Drainage	Min. Culvert Size [5]	12" diameter
	Shoulder Width [2]	AASHTO Chapter 5 (2' min.)		Hydrologic Design [5]	10 yr-24 hour design
	Surfacing Taper [5]	1.5' minimum taper length	Geotechnical	Required? [5]	No
	Fill/Fore Slope [5]	4:1 steepest 2' min. ditch/fill height	Bridge Design	Specifications [8]	AASHTO
	Backslope [5]	2:1 steepest		Review Require [9]	WYDOT Review/Approve
	Snow Study [5]	Not Required		Bridge Loading [3]	AASHTO HL93
Signage	Signage [10]	WTDOT/MUTCD Standards		Bridge Width [3]	26' minimum
			Right of Way	Width Required [11]	60' min.

[1] Per W.S. 31-5-301
[2] AASHTO A Policy on Geometric Design of Highways and Streets, Latest Edition
[3] AASHTO Design Guide for non-NHS State Highways, 2008
[4] AASHTO Roadside Design Guide, Latest Edition
[5] Campbell County Requirement
[6] W.S. 37-3-303 with Campbell County additions
[7] Local RR Authority to set clearance
[8] AASHTO Standard Specification for Highway Bridges, Latest Edition
[9] Per W.S. 24-2-106
[10] AASHTO Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition
[11] Campbell County Road Plan



Typical Roadway Section
Gravel Surfacing

Design Standards for Gravel Subdivision (Rural Local) Roadways					
	Design Variable	Value		Design Variable	Value
Geometric	Design Speed [1]	30 MPH (20 MPH School Zn.)	Cross Sectional	Crown [5]	3% minimum
	Horizontal Curvature [2]	AASHTO Chapter 3		Superelevation [5]	4% maximum rate Use modified runoff (AP-26)
	Vertical Curvature [2]	AASHTO Chapter 3		Vertical Clearance	Grade Sep.[3] 16.5' min. Power Line[5,6] 24' min. Railroad Sep.[7] RR Authority
	Sight Distance [2]	AASHTO Manual			
	Longitudinal Grade [5]	8% max unless approved		Surfacing Design [5]	6" Uniformly Graded Agg. or Scoria Base over 6" MDC
Cross Sectional	Roadway Width [2]	AASHTO Chapter 5 (18' min.)	Drainage	Min. Culvert Size [5]	12" diameter
	Shoulder Width [2]	AASHTO Chapter 5 (2' min.)		Hydrologic Design [5]	10 yr-24 hour design
	Surfacing Taper [5]	1.5' minimum taper length	Geotechnical	Required? [5]	No
	Fill/Fore Slope [5]	4:1 steepest 2' min. ditch/fill height	Bridge Design	Specifications [8]	AASHTO
	Backslope [5]	2:1 steepest		Review Require [9]	WYDOT Review/Approve
	Snow Study [5]	Not Required		Bridge Loading [3]	AASHTO HL93
Signage	Signage [10]	WTDOT/MUTCD Standards		Bridge Width [3]	26' minimum
			Right of Way	Width Required [11]	60' min.

[1] Per W.S. 31-5-301
[2] AASHTO A Policy on Geometric Design of Highways and Streets, Latest Edition
[3] AASHTO Design Guide for non-NHS State Highways, 2008
[4] AASHTO Roadside Design Guide, Latest Edition
[5] Campbell County Requirement
[6] W.S. 37-3-303 with Campbell County additions
[7] Local RR Authority to set clearance
[8] AASHTO Standard Specification for Highway Bridges, Latest Edition
[9] Per W.S. 24-2-106
[10] AASHTO Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition
[11] Campbell County Road Plan

APPENDIX 11: APPROACH/DRIVEWAY GEOMETRY

Approach/Driveway Geometry

Item	Ref	Minor Collector	Rural Arterial/Major Collector
Driveway Width	W		
Minimum		12 feet	12 feet
Maximum		60 feet	60 feet
Surfacing/Curb Radius	R		
Minimum		15 feet	15 feet
Maximum [3]		75 feet	75 feet
Approach/Driveway Spacing	C		
Minimum [4]		250 feet	250 feet
Maximum		–	–
Approach/Driveway Spacing	S		
Minimum		Stopping Sight [1]	Stopping Sight [1]
Maximum		–	–

[1] Stopping Sight Distance based on Roadway Design Speed and Longitudinal Grade

[2] If a major intersection on the far side of the roadway falls within the stopping sight distance, S, the location may be required to meet the full stopping sight distance.

[3] For approaches with substantial truck traffic, the 80' radius with offset and taper is recommended

[4] Minimum applies unless roadway property frontage does not allow minimum spacing

APPENDIX 12: INDIVIDUAL ON LOT SANITARY SEWER REPORT OUTLINE

A report shall be completed by an Engineer regarding the potential for the subdivision to utilize individual on-lot septic systems for sanitary sewage disposal. Engineering judgement should be used during the preparation of this report. The following is a suggested outline and identifies the major items that should be investigated.

(a) Identify expected sewage flows for each lot and for the entire subdivision.

(b) Address any existing or proposed land and water uses in the vicinity of the subdivision that may not be compatible with on-lot septic systems.

(c) Review the soil for feasibility and expected success of on-lot septic systems. Provide an opinion on whether standard septic systems will be suitable for the subdivision or whether additional design and/or non-traditional methods will be required. Use the following to substantiate your opinion:
   (i) Refer to the soil type identified by NRCS and its expected result for leach fields
   (ii) Research the success of nearby septic systems in similar soils
   (iii) On-site observation of soil types
   (iv) Percolation tests (recommended, not required)
   (v) Other known information regarding soil properties in the area

(d) Verify that proper separation distances will be met between leech fields and that there is adequate area on each lot for a primary and replacement leech field that will not be located in:
   (i) Areas where the natural grade is greater than 15%.
   (ii) Areas subject to flooding during the 100-year storm.

(e) Give the distance to the nearest possible connection point to the City of Gillette's or Wright Water & Sewer District's wastewater system.

APPENDIX 13: REGIONAL WATER EXEMPTION REPORT OUTLINE

All new Major and Minor Subdivisions located within the Joint Review Area must develop a centralized water system, utilizing water from the Gillette Regional Water System, unless an exemption is granted.

A Regional Water Connection Exemption Report shall be submitted, written by an Engineer, along with a written request for exemption.
If granted, the exemption does not waive the requirement of a Centralized Water System, but instead allows connection to an alternate water source (i.e., newly permitted or existing water well, existing public water system, etc.). Accommodations for future connection to the regional water system will also be required to be installed at the time of development.

(a) Subdivision Description:
    (i) Name, location and size and number of proposed lots.
    (ii) Estimated water consumption for the subdivision.
    (iii) Mileage from City of Gillette corporate limits.
    (iv) Distance to nearest Gillette Regional Water System pipeline.

(b) Reasons for Exemption:
    (i) Location relative to regional extensions (provide a map showing distance).
    (ii) Timeline of availability of future regional extensions (provide a letter from City Water).
    (iii) Cost of a central well versus connection to the regional system (provide a cost estimate created by an Engineer).

(c) Summary of alternate water source:
    (i) Proposed alternate water source.
    (ii) Description of alternate water provider, if applicable.
    (iii) Letter of authorization to connect.
    (iv) State Engineer's Office commitment to a new well permit (provide a letter or copy of the approved well permit).

The report shall be sealed, signed and dated by an Engineer.

The above outline shows suggested analysis. This outline is not comprehensive and engineering judgment must be used beyond what could be listed above, as each case must be evaluated independently.

APPENDIX 14: ON-LOT WATER WELL REPORT OUTLINE

(a) Address expected water usage for each lot and for the entire subdivision.

(b) Provide information relative to the potential availability and quality of groundwater proposed within the subdivision which may consist of new data, existing data on other working wells in the area, or other data, including drilling logs, from a test well drilled within the proposed subdivision indicating soil types, depth, quantity and quality of water produced in the test well.

(c) Provide documentation that the proposed water supply system will be compatible with and not be adversely affected by the sewage system proposed for the subdivision or any other sources of pollution within a reasonable distance.

(d) List all surface and groundwater rights which will be used or which will likely be affected, including state engineer application and permit numbers, and description of expected effects identified by the study.

(e) Identify the nearest distance to the Regional Water System's DSA (Designated Service Area) and the timeline for water availability at that location.

APPENDIX 15: SUBDIVISION IMPROVEMENTS AGREEMENT

AGREEMENT RELATING TO
COMPLETION OF IMPROVEMENTS IN THE
SUBDIVISION

THIS AGREEMENT, entered into as of the _____ day of _____, 20____, by and between the BOARD OF CAMPBELL COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING (hereinafter called "County"), and _____ (hereinafter called "Subdivider").

WITNESSETH:

1. That the Subdivider has submitted to the County for approval an application for a subdivision permit and a subdivision plat of the _____ Subdivision; and

2. That certain improvements are required by the Campbell County Subdivision Regulations, (hereinafter called "regulations"), to be installed by the Subdivider; and

3. That the Subdivider is required by the regulations to install or guarantee the installation of all required public improvements according to plans and specifications approved by the Applicable Director and the Wyoming Department of Environmental Quality prior to approval of the subdivision plat; and

4. That the amount of the guarantee is based on an estimate made by the Applicable Director and is in an amount not less than 125% of the estimated cost of all required public improvements remaining to be installed and approved; and

5. That the Subdivider has furnished to the County a guarantee of the proper installation of public improvements in the following form: An Irrevocable Letter of Credit, Number from the _____ in the amount of dollars ($_____). That the expiration date of the Letter of Credit is no less than 120 days after the date of completion of the improvements as specified herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. All public improvements shall be designated on Exhibit "A" to this contract, attached hereto and incorporated herein by this reference, and being a list of the required improvements and Engineer's estimate of construction costs as approved by the Applicable Director, shall be constructed and completed by the Subdivider according to the plans and specifications prepared by _____, and approved by and recognized as paid for by the Applicable Director as hereinafter provided.

2. All improvements designated on Exhibit "A" shall be installed, constructed, completed and paid for by the Subdivider within _____ (___) months of the date hereof. All construction shall be performed in a good and workmanlike manner in accordance with all applicable County and State Standards, rules and regulations governing such construction.

3. The subdivider shall inform the Applicable Director at least once a month as to the progress of construction, shall give written notice to the Applicable Director of completion of improvements or categories thereof and shall cooperate in the reasonable inspection of improvements by the Applicable Director.

4. Within 21 days after receipt of the above notice of completion, the Applicable Director shall inspect the improvements to which the notice of completion applies and, within 21 days after receipt, give the Subdivider either written notice of approval or written notice of disapproval and corrective action required. Upon completion of corrective action, then notice, inspection and approval or disapproval of the same shall be required in a like manner as above. Written notice of approval of the Applicable Director of an improvement or corrective action, or failure of the Applicable Director to inspect, approve or disapprove the same within 21 business days from receipt of the compliance notice, shall constitute approval by the Board of Campbell County Commissioners of the completed improvements or corrective action under the terms of this agreement.

5. The estimated cost of constructing the public improvements is agreed to be that set forth in Exhibit "A". The Irrevocable Letter of Credit, Number _____ from the

   _____ in the amount of _____dollars ($_____) is to guarantee that the funds are available for the completion of the public improvements described in Exhibit "A". Upon completion of all public improvements and approval of the public improvements by the Applicable Director, this agreement shall become null and void and of no force and effect in which event the Irrevocable Letter of Credit shall be returned to the Subdivider.

   If the improvements are not completed and approved on or before the end of the contract period, then the County shall take action necessary to obtain funds from the Irrevocable Letter of Credit to complete the described improvements and to recover the cost thereof including the administrative costs incurred as a result of the failure of timely completion.

   In the event the amount of the Irrevocable Letter of Credit is not sufficient to complete the improvements as designated in Exhibit "A" to the approval of the Applicable Director then the Subdivider shall be liable for any such insufficiency. In the event the County does bring legal action to enforce such liability, then, it shall be entitled to all its cost of suit and reasonable attorney fees. The liability of the institution issuing the Irrevocable Letter of Credit shall not exceed the face amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate each of which is deemed an original, as to the date first above written.

BOARD OF COUNTY COMMISSIONERS

ATTEST: _____ Chairman

_____ County Clerk

SUBDIVIDER:

(Corporate seal and notary) _____

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by _____, this _____ day of _____, 20___.

Witness my hand and official seal.

_____ Notary Public

My Commission Expires:

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by _____, this _____ day of _____, 20___.

Witness my hand and official seal.

_____ Notary Public

My Commission Expires:

APPENDIX 16 SUBDIVISION DISCLOSURE STATEMENT

Subdivision Disclosure Statements shall clearly and concisely present all facts related to the following items:

(a) Street construction and maintenance, including snow removal responsibility. Maintenance shall include the maintaining of any access easement from the point of a dedicated road to the point of accessing the subdivision.

(b) Water supply - design criteria and maintenance responsibilities and type of water supply provided; i.e., on-lot wells provided by purchaser, shared wells, community water system or public water system.

(c) Sewage disposal design criteria and maintenance responsibilities.

(d) Restrictive covenants - provide the following information:

  (i) Where copies of the recorded covenants may be obtained;

  (ii) Any existing covenants of record as applicable; or

  (iii) No new covenants created by this subdivision.

(e) Association fees - should be listed and described as to allocation of funds, penalties for non-payment, procedure for change in fees.

(f) Improvements Warranty – statement to notify purchasers that there is no subdivision warranty or guarantee on improvements installed by the developer.

(g) Garbage disposal - statement to define financial and physical responsibility.

(h) Telephone - Telephone company construction charge statement to define financial responsibility.

(i) Cable television charges - statement to define financial responsibilities.

(j) Internet or other data provided

(k) Street and traffic control signs and devices - statement to define construction and maintenance responsibilities.

(l) Street lighting - define construction and maintenance responsibilities.

(m) Culverts, Drainage - define construction and maintenance responsibilities.

(n) Zoning - status within subdivision and surrounding area.

(o) Fire protection - status and description.

(p) Building Codes - status of applicable codes which apply to construction within the subdivision.

(q) Electricity - statement to define financial responsibility for construction and connections.

(r) Postal Service - define level of service and responsibility of homeowner and developer as concerns mailbox construction and maintenance.

(s) Flood Plain - when applicable, a statement declaring the specific parcels which are in a flood plain.

(t) Mineral Rights – language to include: Fee interest in mineral ownership is not held as part of the surface ownership. New surface owners should be aware that, upon purchase of any land, there may be existing surface use agreements which may result in the drilling and production of oil and gas upon said land.

(u) Wildlife – statement to prospective purchasers of the possibility of damage to gardens, shrubs and trees which are the responsibility of the owner to protect. Any known information related to migration routes or protected areas from Wyoming Game and Fish

(v) Easement – statement that no structures are to be constructed in easements.

(w) Disclaimer – language to include: BE ADVISED THAT CAMPBELL COUNTY, WYOMING ASSUMES NO LIABILITY BY VIRTUE OF THIS DISCLOSURE STATEMENT. CAMPBELL COUNTY HAS REQUIRED THIS DISCLOSURE STATEMENT IN ITS SUBDIVISION APPROVAL PROCESS SOLELY FOR THE PURPOSE OF INFORMING THE CONSUMER. CAMPBELL COUNTY DOES NOT IN ANY MANNER WARRANT OR GUARANTEE TO THE CONSUMER THAT THE AFOREMENTIONED STATEMENTS CONTAINED WITHIN THE DISCLOSURE STATEMENT ARE FACTUAL AS REPRESENTED. BE FURTHER ADVISED THAT THE PROPER RECOURSE FOR SHORTCOMINGS IN THE ABOVE DESCRIBED IMPROVEMENTS LIES BETWEEN THE CONSUMER AND THE DEVELOPER WHO MADE THIS DISCLOSURE STATEMENT.

THE PUBLIC IS INVITED AND ENCOURAGED TO OBTAIN OR REVIEW COPIES OF THIS DOCUMENT AND ALL OTHER DOCUMENTS PREVIOULSY MENTIONED. COPIES OF ALL DOCUMENTS ARE AVAILABLE AT THE OFFICE OF THE COUNTY CLERK OR PUBLIC WORKS UPON REQUEST AND RECEIPT OF PAYMENT FOR REPRODUCTION COSTS.

IN TESTIMONY WHEREOF, the undersigned owners have caused these presents to be signed:

_____

(Signature line)

APPENDIX 17: AFFIDAVIT FOR REAL ESTATE SALE OR TRANSFER

STATE OF WYOMING)

) §

COUNTY OF CAMPBELL)

The undersigned seller or transferor of real property hereby swears upon oath that the following facts are true and correct:

1. I have personal knowledge of the facts contained herein and have the authority to execute this document either as the seller or transferor of real property at issue or as an agent on behalf of the seller or transferor.

2. This affidavit concerns an interest in real property located in Campbell County, Wyoming and more particularly described as follows:

3. Attached hereto is a true and correct copy of the instrument conveying title to the seller or transferor of the above referenced real property.

4. This subdivision of land or sale of land is exempt from the subdivision laws of the State of Wyoming and Campbell County Subdivision Regulations as it meets one or more of the following exemptions (check all that apply):

    ❑ The subdivision of land was made outside of a platted subdivision for the purpose of a single gift or sale to a member of the landowner's immediate family, subject to the following requirements:

        A. A member of the immediate family is limited to any person who is a natural or adopted child, stepchild, spouse, sibling, grandchild, grandparent or parent of the landowner; and

        B. The purpose of the division is to provide for the housing, business or agricultural needs of the grantee; and

        C. The land shall have been titled in the name of the grantor for a period of not less than 5 years prior to the division and parcels created under this paragraph shall be titled in the name of the immediate family member for whom the division is made for a period of not less than one year unless such parcels are subject to involuntary transfer including, but not limited to, foreclosure, death, judicial sale, condemnation or bankruptcy; and

        D. No parcel smaller than 5 acres created under this exemption shall be further divided unless the owner obtains a proper subdivision permit pursuant to W.S. § 18-5-304.

        E. If the landowner is a corporation, the undersigned certifies that at least 80% of the shares are held by individuals related by blood or marriage and the transfer is being made to an immediate family member of a shareholder as defined above who has owned at least 5% of the outstanding shares for at least 5 years continuously before the date of sale.

        F. This gift or sale is being made to _____, as Grantee, whose relationship to the seller or transferor is _____.

- ❑ The division of land was or may be created by any court in the State of Wyoming pursuant to the law of eminent domain, by operation of law or by order of any court in this State.
- ❑ Is created by a lien, mortgage, deed of trust or any other security instrument, easements and rights-of-way.
- ❑ Concerns lands located within incorporated cities or towns.
- ❑ Is created by the sale or other disposition of land to the State of Wyoming or any political subdivision thereof and the political subdivision is _____.
- ❑ The division of land affects railroad rights-of-way.
- ❑ The division of land is a sale or other disposition of land solely for agricultural purposes or affects the alignment of property lines for agricultural purposes.
- ❑ The division of land was created by boundary line adjustments where the parcel subject of the sale or other disposition is adjacent to and merged with other land owned by the grantee.
- ❑ The division of land which creates cemetery lots.
- ❑ The division of land is created by the acquisition of an interest in land in the name of the husband and wife or other persons in joint tenancy or as tenants in common, and the interest shall be deemed for purposes of this section as only one (1) interest.
- ❑ The division of land is created by a parcel 5 acres or less for the purpose of establishing unmanned communication facilities, compressor stations, metering stations, fiber optic booster stations or similar unmanned facilities.
- ❑ The division of land was created where the parcel involved was 35 acres or larger and meets the following requirements:

    A. Ingress and egress and utility easements are provided to the parcel by binding and recordable easements of not less than 40 feet nor more than 60feet in width to a public road; or

    B. The Buyer, Grantee or Transferee, in a binding and recordable document, specifically waives the above.

5. The undersigned has read and understands that if the division of land does not meet one or more of the above exemptions, they are required to apply for a subdivision permit from Campbell County in accordance with the Campbell County Subdivision Regulations before the land is subdivided, advertised for sale or commence the physical layout or construction of the subdivision.

6. The undersigned has read and understands that Wyoming Statute §18-5-314 provides:

"***Any person who willfully violates any provision of this article or any rule or order issued under this article and any person who as an agent for a subdivider, developer or owner of subdivided land offers for sale any subdivided land or subdivisions without first complying with the provisions of this article shall upon conviction be fined not more than $500.00or imprisoned in a county jail for not more than 30days or both. Each day of violation constitutes a new offense."***

Dated this _____ day of _____, 20____.

UNDER PENALTY OF PERJURY, THE UNDERSIGNED EXECUTES THIS AFFIDAVIT.

Signature:_____ Signature:_____

Printed Name:_____ Printed Name: _____

ACKNOWLEDGMENT

Subscribed and sworn to before me on this _____ day of _____, 20____,

by _____.

Witness my hand and official seal.

_____

Notary Public

My commission expires:

SUMMARY OF PROPOSED AMENDMENTS TO CAMPBELL COUNTY ZONING REGULATIONS

	SUBJECT	PROPOSED AMENDMENTS	REASON FOR CHANGES
1.	**Miscellaneous Minor Amendments**	• Various minor changes to language to streamline and reduce the amount of text. Ensure the regulations are clear and straightforward.	• To reduce regulation text and add clarity.
2.	**Required Water Supply Systems**	• Sections 7.9 and 7.10 are amended to remove definition and reference of Community Water System.	• The rules for Community Water Systems have been removed from Chapter 4, Rules Regulating Construction. As such, any reference to those rules within Chapter 4 need to be removed from Chapter 6. • Inclusion of rules for a Centralized Water System is more appropriate in Chapter 6.
3.	**Permitting Authority**	• Sections 7.8, 7.9 and 7.10 are amended to clarify the appropriate permitting authority between DEQ and the County within the regulations.	• To provide greater clarity to developers on who will be permitting their infrastructure.

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

Changes made to the document during the public comment period:

Section 1.4 - reworded the requirement for clarity based on a comment by planning commission

Section 7.8 ciA - changed a letter to reference the correct section in the regulations

Section 7.10b - changed the order of the sentences in this paragraph to coincide with the sequential order that takes place during permitting based on a comment by planning commission

Appendix 8 - left septic absorption fields in the list of items to consider during soils report even though it is covered in the sewer report. This way the conservation district can also review that information

Appendix 9 - changed reference to specific year plumbing code to be currently adopted plumbing code

Appendix 14 - added the word “water” to clarify the type of well being permit based on comment from the planning commission

Appendix 15 - replaced the term “County Engineer” to “Applicable Director” to be consistent with the rest of the chapter

Appendix 16 - added internet to the list of utilities, and added known information related to migration routes or protected areas from Game and Fish to section on animals per comment from the planning commission

Fixed a couple of minor typographical errors

Campbell County
wyoming

Subdivision Regulations

Adopted: ~~August 16, 2016~~

Chapter 6

of

The Rules

of

The Campbell County Board of County Commissioners

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SECTION 1. GENERAL PROVISIONS

1.1 Authority

This Chapter is adopted pursuant to and in accordance with the authority vested in the Campbell County Board of Commissioners by W.S. 18-5-301 and 18-5-305, as amended. All previously existing subdivision regulations for Campbell County are hereby superseded.

1.2 Short Title

The Chapter shall be known, cited and referred to as the Subdivision Regulations of Campbell County, Wyoming.

1.3 Purpose

This Chapter has been designed and enacted for the following purposes:

(a) To promote the public health, safety and general welfare of the present and future residents of Campbell County, Wyoming.

(b) To establish reasonable standards of design and procedures for subdivisions and re-subdivisions.

(c) To promote harmonious layout and land use, and to ensure accurate and legal descriptions and monumentation of lands.

(d) To guide public and private policy and action in order to provide adequate and convenient transportation, utilities, educational and other public facilities, parks, recreation, civil defense, fire protection, light and air.

(e) To avoid population and traffic congestion, air and water pollution, and flood damage resulting from inadequate land planning, by establishing requirements for minimum area and width of lots and tracts, proper location and width of streets and roads, adequacy of water source and of sewage and solid waste disposal methods and adequacy of drainage and flood control facilities.

(f) To avoid the excessive expenditure of public funds for the supply of public improvements and services by ensuring that new development meets or exceeds County standards and that costs are burdened on the developer.

(g) To provide for the coordination of easements and roads within subdivided land with other roads, both existing and planned; and to provide for proper physical and legal access, including all necessary easements, the dedication of land for roadways, and public utility easements and the improvement of roads.

(h) To protect and preserve the value of land and buildings throughout Campbell County.

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(i) To minimize the conflicts among the uses of land and buildings, and safeguard the interests of the public, the landowner, and prospective lot purchasers.

1.4 Subdivision Permit Required

No person shall ~~subdivide land or commence the physical layout or construction of a subdivision~~ sell land subject to subdivision regulation, record a plat or commence construction of a subdivision without first obtaining a subdivision permit from the Board. Such subdivision permit shall be constituted by the Board's certificate of approval on the subdivision plat.

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SECTION 2. DEFINITIONS

As used in this Chapter

(a) "Administrative Plat" means the adjusting or removal of interior lot lines between 5 or fewer lots, with review and consideration for approval conducted by County staff.

(b) "Alley" means a public thoroughfare which affords a secondary means of access to abutting property.

(c) "Applicable Director" means the Director of Public Works, Planner and Zoning Administrator, Building Code Official or any designee for these positions.

(d) "Associated Entities" means any foundation, association, corporation, LLC, partnership or any individual, person(s), or group that was established or is controlled by the Ssubdivider or developer, or any of the above entities which the Ssubdivider or developer holds any relevant financial interest or is entitled to any relevant power.

(e) "Block" means a piece or parcel of land entirely surrounded by public highway, streets, streams, railroad rights-of-way, parks, etc., or a combination thereof.

(f) "Board" means the Campbell County Board of County Commissioners.

(g) "Commercial Use" means occupied building space or property used for any wholesale, retail, or service business activity established to carry on trade for profit, or parcels zoned for commercial use (i.e., C-O, C-1, C-3, etc., as defined by the Campbell County Zoning Regulations, Chapter 7 of Campbell County Rules and Regulations).

(h) "Commission" means the Campbell County Planning Commission.

(i) "Consent to Subdivide" means a recordable document wherein the holder of an interest in the property to be subdivided provides consent to the subdivision and/or plat of the subject property.

(j) "County" means Campbell County, Wyoming.

(k) "Cul-de-sac" means a street or road having one end connecting with another street or road and being terminated at its other end by a vehicle turnaround.

(l) "Department" means the Campbell County Department of Public Works.

(m) "DEQ" means the Wyoming Department of Environmental Quality.

(n) "Designated Service Area" means the area intended to be served by regional water as defined by Exhibit C of the Gillette Regional Water Supply System Joint Powers Agreement.

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(o) "Disposal system" means a system for disposing of wastes, either by surface or underground methods, including sewerage systems, treatment works, disposal wells, and absorption field.

(p) "Dwelling unit" means any structure or part thereof, designed to be occupied as the living quarters of a single family or housekeeping unit.

(q) "Easement" means an authorization by a property owner for another to use the O~~o~~wner's property for a specified purpose.

(r) "Encumbrance" means a mortgage, lien, charge or liability attached to and binding upon real property, including easements, rights-of-way and delinquent taxes and assessment.

(s) "Engineer" means a professional engineer licensed with the State of Wyoming Board of Professional Engineers and Professional Land Surveyors.

(t) "Gillette Regional Water Supply System Joint Powers Agreement" means the joint powers agreement entered into between the City of Gillette and Campbell County on January 4, 2011 for the provision of regional water services.

(u) "Grantee" means the person or entity who buys or otherwise receives the title to or possession of the parcel which has been segregated from the original tract.

(v) "Grantor" means the person(s), individual(s) or entity who sells, rents, leases or otherwise conveys the title to or possession of the parcel which has been segregated from the original tract.

(w) "High Density Residential" means land uses with multi-family residential housing, or parcels zoned for high density residential use (i.e., R-3, R-4, etc., as defined in the Campbell County Zoning Regulations, Chapter 7 of the Campbell County Rules and Regulations).

(x) "Improvements" means roads, ditches, culverts, pavements, curbs, gutters, sidewalks, water mains, sanitary sewers, storm sewers, utility lines, grading, landscaping, street signs, structures and other items for the welfare of the property owners and the general public.

(y) "Industrial Use" means occupied building space or property used for manufacturing or assembly of products and/or other basic and primary industries, or parcels zoned for industrial use (i.e., I-1, I-2, etc., as defined in the Campbell County Zoning Regulations, Chapter 7 of the Campbell County Rules and Regulations).

(z) "Joint Development Review Area Agreement (JDRAA)" means the agreement signed between the City of Gillette and Campbell County relating to development review within the Joint Review Area.

(aa) "~~Joint Planning Boundary~~Joint Review Area" means the ~~one-~~one-half mile radius surrounding the corporate limits of the City of Gillette and the Town of Wright, where

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joint review and approval of subdivisions is required, per W.S. 18-5-308(b) and W.S. 34-12-103.

(bb) "Lot" means a numbered or otherwise defined parcel of land intended as a unit for transfer of ownership or for development.

(cc) "Owner" means any person having a legal or equitable interest in land.

~~(dd) "Permanent Monument" means any masonry and/or metal structure permanently placed on or in the ground, including those expressly placed for surveying reference.~~

~~(ee)~~(dd) "Plat, Final" means the drawing or drawings and specific supporting materials showing the subdivider's plan for a subdivision prepared and submitted in accordance with the requirements of this Chapter to be recorded with the Campbell County Clerk.

~~(ff)~~(ee) " Plat, Preliminary" means the map or maps of a proposed subdivision and specified supporting materials, drawn and submitted in accordance with the requirements of this Chapter, to permit the evaluation of the proposal prior to detailed engineering and design.

~~(gg)~~(ff) "Public Land Survey System" means a survey method used to survey and identify land parcels. The basic units are Principle Meridian, Township, Range, Section and aliquot parts. These surveys shall conform to the 1973 Manual of Surveying Instructions issued by the Bureau of Land Management.

~~(hh)~~(gg) "Publisher's Affidavit" means a notarized statement confirming notice by publication was given as required.

~~(ii)~~(hh) "Residential Use" means lands, buildings or structures or portions thereof used, or designed or intended for use as a home or residence.

~~(jj)~~(ii) "Re-subdivision" means any amendment to a recorded subdivision plat including the re-division of any lots, tracts or parcels, or the relocation or addition of roads within a subdivision.

~~(kk)~~(jj) "Right-of-Way" means a strip of land acquired by reservation, dedication, prescription, or condemnation and intended to be occupied by a street, walkway, water line, sanitary sewer, electric line, gas line or other public utility or facility.

~~(ll)~~(kk) "Sell" means sale, contract to sell, lease, assignment, auction, award by lottery or any offer or solicitation of any offer to do any of the foregoing, concerning a subdivision or any part of a subdivision.

~~(mm)~~(ll) "Shared Water Well" means a water well permitted through the State Engineers office that provides water to ~~up to 3~~multiple parcels. A shared well is not considered a centralized water system.

~~(nn)~~(mm)Small Wastewater System" means any sewerage 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 4 families or which treats and disposes of 2,000 gallons or less of domestic sewage per day.

~~(oo)~~(nn) "Street, A~~a~~rterial" means a street of considerable continuity and traffic carrying capacity connecting various parts of the County.

~~(pp)~~(oo) "Street, C~~c~~ollector" means a street which collects traffic from local neighborhood streets and carries it to a major street or highway.

~~(qq)~~(pp) "Street, L~~l~~ocal" means a street which affords primary access to abutting private property.

~~(rr)~~(qq) "Subdivider" means any person who lays out any subdivision or parts thereof either for the account of the subdivider or others.

~~(ss)~~(rr) "Subdivision" means the creation or division of a lot, tract, parcel or other unit of land for the immediate or future purpose of sale, building development or re-development, for R~~r~~esidential, recreational, I~~i~~ndustrial, C~~c~~ommercial or public uses. The word "subdivide" or any derivative thereof shall have reference to the term S~~s~~ubdivision, including mobile home courts, the creation of which constitutes a subdivision of land. The lease of land for agricultural, utility or temporary purposes does not constitute a S~~s~~ubdivision.

~~(tt)~~(ss) "Subdivision, Major" means the subdivision of one parcel into 6 or more lots; or the subdivision of one parcel into any number of lots that are smaller than 5 acres.

~~(uu)~~(tt) "Subdivision, Minor" means the subdivision of one parcel into 5 or fewer lots, all greater than 5 acres in size and not classified as a simple subdivision.

~~(vv)~~(uu) "Subdivision, Simple" means the subdivision of one parcel into 2 lots, both of which are at least 10 acres in size and not part of a previously platted S~~s~~ubdivision.

~~(ww)~~(vv) "Surveyor" means a professional land surveyor licensed with the Wyoming State Board of Registration for Professional Engineers and Professional Land Surveyors.

~~(xx)~~(ww) "Water System, Centralized" means a system that provides water to all of the lots in a S~~s~~ubdivision via distribution pipelines within rights-of-way or easements, with services to each lot. A community water system and a public water system are both considered centralized water systems.

~~(yy) "Water System, Community" means a water supply system that has no more than 9 service connections and serves fewer than 25 individuals with water for human consumption, which is permitted through the Campbell County Public Works Department pursuant to Chapter 4, Rules Regulating Construction.~~

~~(zz)~~(xx) "Water System, Public" means a system that serves at least 25 people with water for human consumption for at least 60 days a year. These systems qualify as Public Water

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Systems per the US Environmental Protection Agency. Requirements related to them are found in Wyoming DEQ Water Quality Rules and Regulations, Chapter 12.

~~(aaa)~~(yy) "WYDOT" means Wyoming Department of Transportation.

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SECTION 3. APPLICABILITY AND EXEMPTIONS.

3.1 Applicability.

This Chapter shall apply to all of the unincorporated lands within Campbell County, Wyoming.

(a) All parcels of land laid out in a Ssubdivision, as defined in this Chapter, and the streets or other portions of the Ssubdivision intended to be dedicated pursuant to this Chapter, shall be submitted in the form of a subdivision plat or plats in accordance with this Chapter.

(b) None of the provisions of this Chapter shall be construed to require replatting in any case where plats have been made and legally recorded pursuant to any regulations previously in force; and all plats filed for record and not subsequently vacated are hereby declared valid, notwithstanding the fact that the procedures or the manner and form of acknowledgment may have been different than those prescribed by this Chapter.

3.2 Exemptions from Provisions.

Unless the method of sale or other disposition is adopted for the purpose of evading the provisions of this Chapter, this Chapter shall not apply to the subdivisions of land specified in W.S. 18-5-303; however, the subdivisions are subject to requirements specified in Section 3.3, Statutory Exemptions which have been adopted by the Board regarding documentation of the proper use and implementation of the exemptions.

3.3 Statutory Exemptions.

(a) Any person seeking exemption from this Chapter shall furnish evidence of entitlement to the claimed exemption. The landowner shall sign a statement conforming to Appendix 1617, Affidavit for Sale or Transfer of Real Property. The Affidavit is intended to provide all the evidence required by this Chapter. The Affidavit shall be recorded with all documents creating the parcels subject to the exemption.

(b) The following outlines the procedures which shall be followed for each type of exemption allowed pursuant to W.S. 18-5-303.

(i) Exemption as a single gift or sale to a member of the immediate family. The proper use ~~of the exemption of a single gift or sale to each member of the immediate family~~ is to convey one parcel of land to a member of the landowner's immediate family, as defined in §18-5-303 for the benefit of the grantee for housing, business or agricultural needs.

(A) The minimum lot size that can be created is 5 acres.

(B) A deed transferring the property to the grantee must be recorded along with the recording of the survey.

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~~(B)~~(C) The land shall have been titled in the name of the grantor, or in the name of a trust controlled by the grantor, for a combined period of not less than ten (10) years prior to the division and parcels created under this paragraph shall be titled in the name of the immediate family member for whom the division is made for a period of not less than five (5) years unless such parcels are subject to involuntary transfer including, but not limited to, foreclosure, death, judicial sale, condemnation or bankruptcy;

~~(C)~~(D) A proposed division of land as a family transfer may be declared to be an evasion of the Chapter if it is determined by the Applicable Director that one or more of the following conditions exist:

(I) The proposed new parcel would result in a pattern of development.

(II) The division is made for the purpose of speculation by the grantor or for resale for the benefit of the grantor by transferring title to the grantee who has no real interest or participation but is merely a passive stand-in for a real participant who secretly controls activities.

(III) The transfer is the second or subsequent family transfer of property owned by the grantor to the same member of the immediate family.

~~(D)~~(ii) Parcels created by any court of the state of Wyoming pursuant to the law of eminent domain, by operation of law or by order of any court in the state of Wyoming.

~~(I)~~(A) A survey or any documents recorded must be accompanied by a copy of the court order.

~~(II)~~(B) Before a court of record orders a division of land, the court shall notify the Board of Commissioners of the pending division and allow the County t~~o~~he present written comment on the division.

~~(ii)~~(iii) Parcels created by a lien, mortgage deed of trust or any other security instrument, easements and rights-of-way.

~~(iii)~~(iv) Lands located within incorporated cities or towns.

~~(iv)~~(v) Parcels created by the sale or other disposition of land to the state of Wyoming or any political subdivision thereof.

~~(v)~~(vi) Railroad rights-of-way.

~~(vi)~~(vii) Sale or other disposition of land for agricultural purposes or affects the alignment of property lines for agricultural purposes.

(A) The purpose of this exemption is to allow a landowner to create a parcel to be used for agricultural uses as defined in Chapter 7, Campbell County

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Zoning Regulations. Residential, Ccommercial or Iindustrial buildings may not be built on the parcel.

~~(vii)~~(viii)Parcels created by boundary line adjustments where the parcel subject of the sale or other disposition is adjacent to and merged with other land owned by the grantee.

(A) For boundary line adjustments, a Certificate of Survey showing the relocation of the common boundary lines must be accompanied by a quit claim or warranty deed.

(B) For land mergers, the grantee must record a separate quit claim deed, along with a Certificate of Survey, for the previously existing and the newly described parcel(s), described as one tract of land.

~~(viii)~~(ix) Cemetery lots.

(A) All survey plats for cemetery lots shall conform to the requirements of ~~be reviewed and approved by the Campbell County Cemetery District, per~~ W.S. 35-8-101 thru 105.

~~(A)~~(B) All survey plats for cemetery lots shall be reviewed by the Planning Department prior to recording. The Campbell County Cemetery District shall review all cemetery plats within the District boundaries.

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~~(ix)~~(x) A parcel created by the acquisition of an interest in land in the name of the husband and wife or other persons in joint tenancy or as tenants in common, and the interest shall be deemed for purposes of this subsection as only one interest.

~~(x)~~(xi) Sale or other disposition of land where the parcels involved are 35 acres or larger, subject to the requirement that ingress and egress and utility easements shall be provided to each parcel by binding and recordable easements of not less than 40 feet in width to a public road unless specifically waived by the grantee or transferee in a binding and recordable document.

SECTION 4. ADMINISTRATION & ENFORCEMENT

4.1 Administration

(a) No final plat of a subdivision shall be approved by the Commission or by the Board, unless it conforms to the provisions of this Chapter.

(b) The regulations of this Chapter are minimum standards. Additional administrative standards may be required by the Applicable Director, the ~~Commission~~Commission, or the Board.

(c) These regulations shall be administered by the Department.

(d) All materials required to be submitted by these regulations shall be provided to the Department. The number and format of the required materials shall be determined by the Department.

(e) All plats submitted to the Board shall first have been examined by the Commission in accordance with the procedures established by this Chapter.

(f) The Department, Commission and the Board shall be guided by the procedures and schedules hereinafter set forth.

(g) Pursuant to the provisions of W.S. 34-12-103, when any part of a subdivision lies outside the limits of an incorporated city or town but within ~~one mile~~one-half mile of the boundary of an incorporated city or town, that subdivision shall be ~~approved~~ reviewed by ~~both the Board and~~ the governing body of the city or town before the plat shall be approved by the Board and filed by the County Clerk.

4.2 Appeals

(a) Any applicant aggrieved by the action of the Commission or the Department in their administration of this Chapter may request an appeal before the Board.

(i) The written request shall be submitted within 30 days of the action ~~appealed, and~~appealed and shall state the specific relief which the applicant or landowner seeks. Within 30 days of receipt of such request, the Board shall hold an appeal to determine the proper application of this Chapter.

(ii) At the appeal, the Board shall consider not only the applicant's appeal but also the written or verbal comments of the Commission, and any agency or person and note the decision in its record of the appeal. The applicant or landowner may then proceed with the process to subdivide his land based upon the decision of the Board. This decision shall be binding upon all agencies and administrative personnel of Campbell County.

(b) Any applicant aggrieved by the action of the Board in its administration of the provisions of this Chapter may seek judicial review in accordance with the Wyoming Administrative Procedures Act and the Wyoming Rules of Civil Procedure.

4.3 Variances

(a) The applicant may request a variance from the design standards and infrastructure requirements of Section 7, Subdivision Design Standards. The Board may approve a variance when it finds that all of the following conditions are met:

(i) The variance will not be detrimental to the public health, safety or general welfare or injurious to other adjoining properties.

(ii) Due to the physical surroundings, shape or topographical conditions of the property involved, strict compliance with the regulations will impose an undue

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hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self-imposed.

(iii) Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.

(iv) The variance will not cause a substantial increase in public costs, now or in the future.

(v) The variance will not result in a subdivision that conflicts with any adopted Comprehensive Plan, Land Use Map or Zoning Regulations.

(vi) The variance is consistent with the surrounding community character of the area.

(vii) The variance is consistent with the intent and purposes of this Chapter.

(b) All requests for variances shall be submitted in writing and will be referred to the Commission for comment and recommendations prior to any action being taken by the Board. The findings and actions of the Board with respect to each variance request shall be stated in writing in the minutes of the Board and a copy thereof provided to the Department. In granting approval, the Board may require such conditions which will ensure substantial compliance with the objectives and standards of these regulations

(c) An application for a variance shall be submitted after the application and plat, if required, for which the variance is sought has been reviewed and acted upon by the Commission. The provisions of any variance granted by the Board shall be incorporated into the subdivision plat or relevant document.

4.4 Permission to Enter

The Department, the Commission, Board or its designated agent(s) may visit the property to investigate, examine and evaluate the site of the proposed subdivision, once application has been made; and to subsequently monitor compliance with any conditions, throughout the subdivision process.

4.5 Surveyor, Engineer

All plats, survey plans and similar ~~and~~ accompanying documents shall be prepared by a Licensed Surveyor. All engineering plans, reports, specifications and similar accompanying documents shall be prepared by a Licensed Engineer. ~~, as defined in Section 2, Definitions. If subdivisions include engineering plans, reports and specifications, all materials submitted will require certification from an Engineer, as defined in Section 2, Definitions. Engineering and survey plans, specifications and reports required in connection with improvements and other elements of the subdivision required by this Chapter must be prepared by a licensed engineer or surveyor as their respective licensing laws allow.~~

4.6 Application Fees and Deadlines

(a) All application fees will be due at the time of the subdivision application. The fee schedule and application deadlines will be reviewed as needed by the Commission and set by the Board. All of the following apply:

(i) No application fees will be refunded once an application has been deemed sufficient.

(ii) The applicant shall submit to the Department, a check payable to the County Clerk for the recording fee for any documents to file with the County Clerk in the amount determined by the County Clerk.

(iii) Application submittal deadlines will be scheduled by the Department and posted annually. Application submittals will be logged into the Department as the date of scheduled deadline for review and processing.

4.7 Penalties

Any person who willfully violates any provision of this Chapter and any person who, as an agent for a subdivider, developer or Oowner of subdivided lands, offers for sale, rent or lease any subdivided lands or subdivisions without first complying with the provisions of these regulations shall, upon conviction, be fined not more than $500.00 or be imprisoned in a county jail for not more than 30 days or be punished by both fine and imprisonment. Each day of violation constitutes a new offense.

SECTION 5. MODIFICATION OF RECORDED PLATS

5.1 Vacation of Plats

(a) Any plat may be vacated per Wyoming Statutes § 34-12-106 through § 34-12-110 at any time before the sale of lots by making application to the Commission, provided that the vacation of the Ssubdivision will not interfere with sound and proper development nor deny public access to adjacent property, utilities or other improvements. The effect of the vacation shall be to divest all public rights in the streets, alleys, commons, and public ground laid out or described in such plat. In cases where any lots have been sold, the plat may be vacated provided all the owners of the lots in such plat join in the application to vacate.

(b) Streets and alleys platted and laid out under the provisions of this Chapter or laid out under any prior law of the State of Wyoming regulating private plats may be altered or vacated in the manner provided by law for the alteration and discontinuance of highways.

(c) Any part of a plat may be vacated under the provisions and subject to the conditions of this Chapter provided such vacating does not abridge or destroy any of the rights and privileges of other proprietors in the plat and provided, further, that nothing contained in

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this Section shall authorize the closing or obstruction of any public highways laid out according to law.

(d) When any part of a plat shall be vacated as aforesaid, the proprietors of the lots so vacated may enclose the streets, alleys, and public grounds adjoining lots in equal proportions.

(e) The County Clerk shall write in plain, legible letters across that part of the plat so vacated, the word "vacated" and also make a reference on the same to the volume and page in which the instrument of vacation is recorded.

(f) Land covered by a vacated plat may be subdivided pursuant to this Chapter. Any later subdivision of an area already platted and not vacated shall be construed to be a request for the vacation of the original plat or portion thereof. Any such plat, once approved and recorded, shall act to vacate the original plat which it replaces.

5.2 Amending Recorded Plats

(a) Minor amendments which are filed with the County Clerk to correct minor survey or drafting errors in a recorded plat shall be prepared in the form of an affidavit or, where deemed necessary for clarity, a revised plat certified by a Surveyor. All affidavits or corrected plats may be reviewed by staff as Administrative Plats, or elevated by the Applicable Director ~~shall be submitted~~ to the Board for approval.

(b) Amendments to a recorded plat which do not increase the number of lots, or relocate or add roads, shall be submitted as an Amended Final Plat. The Amended Final Plat shall be prepared and submitted in compliance with the Final Plat requirements of this Chapter.

5.3 Re-Subdivision

(a) Any amendment to a recorded plat including the re-division of any lots, tracts, or parcels, the adjustment or modification of any lot lines, or the relocation or addition of roads within a subdivision shall be considered a re-subdivision.

(b) All re-subdivisions require a subdivision permit pursuant to this Chapter. Application for re-subdivision shall be prepared and submitted in accordance with the requirements of Section 5.4, Administrative Plats; or if the application is not eligible to be processed as an Administrative Plat, then the application shall be processed as a Minor or Major Subdivision in accordance with Section 6, Plat Application and Review Procedures.

(c) The relocation or addition of roads within a subdivision or the re-subdivision of any lots, tracts or parcels which would change the classification of the subdivision from a lower density group to a higher density group according to Appendix 1, Major Subdivision Improvement Chart, will be allowed only if the required public improvements in accordance with Appendix 1 are provided.

5.4 Administrative Plats

(a) Administrative Plat procedures may be used to adjust or remove an interior lot line between 2 and up to 5 lots, with the total of resulting lots being no more than 5; or to combine 2 lots into one lot, provided the following conditions are met:

(i) The lots involved must be designated within the same or lower density group than the original lots, in accordance with Appendix 1, Major Subdivision Improvement Chart.

(ii) The final number of lots is less than or equal to the original number of lots.

(iii) Application shall be made by all property Oowners of all land involved.

(iv) All lots must be within the same platted Ssubdivision.

(v) The property is served by existing facilities and infrastructure improvements which are adequate to serve the subdivision's needs. The applicant shall provide a statement from an Engineer attesting to this. Specifically, the statement shall address the adequacy of roads and streets, utilities, and facilities for drainage, sewage treatment, water supply and fire safety.

(b) It is the responsibility of the applicant to request a determination from the Department if the proposed lot line adjustment meets the requirements for an Administrative Plat.

(c) Unless the area being subdivided is currently zoned in accordance with the intended use, the applicant shall obtain the appropriate zoning to be eligible to receive a subdivision permit for an Administrative Plat.

(d) The applicant shall file an application for subdivision and shall include the supporting documents required for Administrative Plats as shown in Appendix 2, Plat and Application Requirements Checklist.

(e) No public notice or hearing is required for an Administrative Plat.

(f) DEQ Chapter 23 review is not required for an Administrative Plat, provided the applicant has provided the statement described in Section 5.4(a)(v).

(g) After the application is filed, an internal Department review will be conducted. The Department will present the applicant with the results of the review at a meeting, which the applicant or their agent is required to attend. At the meeting, the Department will either:

(i) Approve the Administrative Plat. Such approval shall be denoted by a Certificate of Approval which shall be shown on the plat; or

(ii) Conditionally approve the Administrative Plat and provide the applicant with any required changes, additions or conditions of approval; or

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(iii) Require the application to proceed through the Minor or Major Subdivision process. If the subdivision complies with the conditions of a Minor Subdivision application, it shall be processed as a Minor Subdivision. Otherwise, the proposed subdivision shall be deemed a Major Subdivision and shall be processed as a Major Subdivision; or

(iv) Deny the Administrative Plat.

(h) If the applicant contends that the Department's decision on the Administrative Plat was wrongful, the applicant may request a hearing before the Board of Commissioners, pursuant to Section 4.2, Appeals. The request shall be filed in writing within 30 days of the meeting at which the Administrative Plat was acted upon.

(i) A signed and recordable Administrative Plat shall be submitted to the Department within 60 days of the approval of the plat. The Applicable Director may grant a 60 day extension due to a demonstrated hardship if a written request is submitted prior to the expiration of the initial 60 day period. If the request is not received within the 60-day period, then the plat is deemed null and void and the applicant shall be notified ~~that the plat is null and void.~~as such.

(j) Following approval of an Administrative Plat and delivery of a recordable plat, the Department shall file the plat with the Campbell County Clerk and Recorder. It is the applicant's responsibility to ensure that the plat contents meet all the requirements for filing under State Statutes with the County Clerk and Recorder. The Administrative Plat shall also contain a signature line for the Campbell County Clerk and Recorder.

SECTION 6. PLAT APPLICATION AND REVIEW PROCEDURES

6.1 Types of Subdivisions

Before any land is subdivided, the applicant shall apply for and secure approval of the proposed subdivision in following the procedures specified in this Section. The procedures for making an application and for review and approval of the application, generally described below, are different for the various types of subdivisions:

(a) Simple Subdivision is for the division of one parcel, of at least 35 acres in size and not part of previously platted subdivision, into 2 parcels, both of which are at least 10 acres in size. Simple Subdivisions require a Record of Survey instead of a subdivision plat. Engineering reports are not required. Installation of water, sewer or road infrastructure is not required.

(b) Minor Subdivision is for the division of land into 5 or fewer parcels, all greater than 5 acres in size. ~~Minor Subdivisions do not require a Chapter 23 DEQ Review. Review for the safety and adequacy of the proposed water and sewer systems will be conducted by the Department.~~ A Preliminary Plat is not required for a Minor Subdivision; only Final Plat is required. Engineering reports addressing water, sewer, drainage and soils are required. All infrastructure is required to be installed to the furthest subdivision boundary.

(c) Major Subdivision is for the division of land into 6 or more parcels or when any of the parcels are less than 5 acres in size. Major Subdivisions required both a Preliminary Plat and a Final Plat. ~~A Chapter 23 DEQ Review is also required.~~Engineering reports addressing water and sewer are required, as well as a Wyoming Department of Environmental Quality review, as described in Section 6.11. All infrastructure is required to be installed to the further subdivision boundary.

(d) The Plat and Application Review Procedures of this Section apply to the various types of subdivisions as follow:

6.2, Submission Dates: applies to all subdivision types.

6.3, Optional Pre-Application Meeting: applies to all subdivision types.

6.4, Optional Sketch Plan Review: applies to Major Subdivision Preliminary Plats only.

6.5, Application Submission Procedure: applies to all subdivision types.

6.6, Public Agency and Utility Review: applies to Minor Subdivision Final Plats and Major Subdivision Preliminary Plats only.

6.7, Plat Review Procedure: applies to all subdivision types.

6.8, Simple Subdivisions: applies to Simple Subdivisions only.

6.9, Minor Subdivisions: applies to Minor Subdivision Final Plats only.

6.10, Major Subdivisions: applies to Major Subdivisions Preliminary and Final Plats only.

6.11, Wyoming DEQ Review: applies to Major Subdivision Preliminary Plats only.

(e) See Appendix 4, Subdivision Process Flow Charts, for graphic representations of the different S~~s~~ubdivision review processes and timelines.

6.2 Submission Dates

(a) The subdivision application, complete with all required information, shall be submitted to the Department by 5 P.M. on the second Thursday of the month prior to the regular Commission meeting at which the Commission will first consider it.

(b) To schedule an application for action by the Board, the applicant shall first comply with all conditions of approval specified by the Commission during its review. The applicant shall provide 2 ~~weeks notice~~weeks' notice to the Department for the application to be placed on the Board's regularly scheduled agenda.

(c) A pre-determined schedule of all Commission and Department review dates is published at the beginning of each calendar year on the Department's website. Applicants should consult the review calendars for the plat submittal schedule.

6.3 Optional Pre-Application Meeting

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Pre-Application Meetings are optional, but highly encouraged. At the applicant's request, the Department will hold a Pre-Application Meeting with the applicant to explain the subdivision application and review process and answer any preliminary questions.

6.4 Optional Sketch Plat Review

(a) Sketch Plats are optional and may be used for Major Subdivisions only. The applicant may elect to submit a sketch plat of a proposed subdivision to the Commission prior to submitting a Major Subdivision Preliminary Plat.

(b) The purpose of the sketch plat procedure is to identify any problems or concerns with the proposed development before expenses are incurred in the preparation of a Major Subdivision Preliminary Plat. No official action is required of the Commission or the Department other than to offer comments on the proposal.

(c) The Commission shall review the sketch plat for conformance with general planning, engineering, and public improvement requirements as presented in this Chapter and with any special requirements the Commission may deem necessary. Commission and Department shall provide their comments to the applicant within 14 days after the meeting at which they reviewed the Sketch Plat.

(d) Sketch Plan applications shall include all the items specified in Appendix 5, Sketch Plat Application Requirements.

6.5 Application Submission Procedures

(a) The application submission procedures of this Section shall apply to all Ssubdivision types including Simple Subdivisions, Minor Subdivisions Final Plats, Major Subdivision Preliminary Plats and Major Subdivision Final Plats.

(b) The applicant shall submit to the Department, an application for subdivision permit containing all of the following materials:

(i) A completed, original copy of the Subdivision Application Form and all related information required in accordance with Appendix 2, Plat and Application Requirements Checklist.

(ii) The required application fee.

(iii) Such additional relevant and reasonable information as the Department may require to adequately assess whether the proposed subdivision complies with this Chapter and applicable State Statutes.

(c) The Department shall review the application for sufficiency using the following procedure:

(i) Within 5 working days of the date of submittal, the Department shall determine whether the subdivision application and supporting information required is adequate and shall notify the applicant whether:

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(A) The application information is sufficient to continue review and processing; or

(B) The information is not sufficient to allow for review. The Department shall identify the insufficient information in its notification and no further action shall be taken on the application until all material is resubmitted and determined to be sufficient.

(I) The applicant shall correct the deficiencies within 7 days from the date of the insufficiency letter. If the applicant corrects the deficiencies the Department shall continue with processing of the submittal.

(II) If the deficiencies are not corrected within 7 days following the date of the insufficiency letter the Department shall terminate the application.

(C) A determination that an application contains sufficient information for review does not ensure that the proposed subdivision will be approved or conditionally approved by the Commission or Board and does not limit the ability of the Department, the Commission, or the Board to request additional information during the review process.

6.6 Public Agency and Utility Review

(a) For all Minor Subdivision Final Plats and Major Subdivision Preliminary Plats, the Department shall distribute copies of the application as provided by the applicant to the following public and private agencies for review:

(i) School District.

(ii) Soil Conservation District.

(iii) Fire Department.

(iv) Parks and Recreation Department.

(v) Hospital District.

(vi) Game and Fish Department.

(vii) Wyoming Department of Transportation.

(viii) Any Service or Improvement District.

(ix) When applicable, utility and communication companies.

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(x) When applicable, Wyoming Geological Survey for an evaluation of the geologic factors which would have a significant impact on the proposed use of the land.

(xi) When applicable, State Engineer for an opinion regarding the effects on decreed water rights, historic use of an estimated water yield to supply the proposed development, conditions associated with the water supply evidence, and the cumulative effect of on-lot wells on existing water rights, wells, and formation potentials.

(b) Agencies receiving copies of the Plat should return written comments regarding the proposed subdivision to the Department prior to the Commission meeting at which the Plat will be considered or may present comments on the Plat at the Commission meeting at which the Plat is considered.

6.7 Plat Review Procedures

The following plat review procedures apply to Simple Subdivisions, Minor Subdivision Final Plats, Major Subdivision Preliminary and Final Plats.

(a) At least 7 days prior to the date of the Commission meeting at which a Plat is to be considered, the Department shall notify adjacent landowners, from address information provided by the applicant, of the time and date of the meeting.

(b) The Department shall combine other agency comments and its own and provide them for review at a regular meeting of the Commission. The applicant and all other interested or affected parties shall be allowed and are encouraged to comment on the Plat at the Commission meeting.

(c) ~~Per statute, all~~All proposed subdivisions within ~~one mile~~one-half mile of an incorporated city or town shall be ~~approved~~ reviewed by said governing body, per the Joint Development Review Area Agreement (JDRAA). At the time of application submittal, a copy of the plat and all application materials shall be sent by the applicant to any incorporated community within ~~one mile~~ one-half mile of the location of the plat, for ~~action~~ review by the governing body of the affected community, per the JDRAA. ~~.~~ The recommendations of the Commission shall also be forwarded by the Department to the incorporated community.

~~(i) Action by the governing body of the affected community shall be taken and made known before the Board acts upon the subdivision plat. Approval by the governing body of the affected community shall be duly noted on the face of the plat which is to be recorded.~~

(d) The Commission shall review the application and render a recommendation to the Board to approve, approve with conditions, ~~deny~~deny, or table the plat to a specific future meeting date. The Commission shall ~~only recommend approval for those plats found to be~~make its recommendations in accordance with the intent, standards, and criteria specified in this Chapter. The Commission shall notify the applicant of its decision in writing within 10 days after the Commission meeting.

(e) If the Plat is denied or tabled, the Commission shall specify conditions under which the Plat may gain reconsideration.

(f) If the applicant is aggrieved by the action by the Commission on the plat, he may, in writing, request a hearing before the Board according to the provisions of Section 4.2, Appeals.

(g) Approval of the Plat either by the Commission or, upon appeal, by the Board, shall be effective for one year from the date of approval.

(i) If conditions of approval are not met or a recordable plat is not submitted for Board approval within the stated time limit or any extension thereof granted by the Commission, the subdivision application must again be submitted for approval before action may be taken on the application.

(h) If the plat is approved by the Commission, the original mylar of the Plat shall be held by the Department until all required conditions of approval are satisfied. If the plat is disapproved by the Commission, the applicant may appeal the decision to the Board as provided by Section 4.2, Appeals.

(i) All permits to construct improvements shall be issued prior to the plat being forwarded to the Board, with the understanding that any improvements are done at the developer's risk prior to Board approval of the plat.

(j) Once all Commission required conditions of approval are satisfied, the applicant must give the Department 2 ~~weeks notice~~weeks' notice for the plat to be placed on the Board's regularly scheduled agenda. ~~The plat shall not go before the Board prior to all permits to construct improvements are issued.~~ The Board shall then either approve as submitted or disapprove the subdivision plat.

(k) The applicant shall submit the recording fee to the Department before the plat is submitted for approval by the Board. The Department shall deliver the applicant's recording fee and the executed plat to the County Clerk for filing.

6.8 Simple Subdivisions

The following additional requirements apply to Simple Subdivisions:

(a) A Simple Subdivision is a one-time division of one parcel, at least 35 acres in size and not part of a previously platted subdivision, into 2 parcels. Each resulting parcel must be 10 acres or greater in size.

(b) A Simple Subdivision may not be utilized if the parcel proposed for subdivision is:

(i) A parcel created through the Simple Subdivision process; or

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(ii) A parcel created through the Aliquot Parcel process as provided for by Subdivision Regulations in effect from August 15, 2002 until ~~the effective date of this Chapter~~August 15, 2016; or

(iii) A parcel that is adjacent, or in close proximity, to a previously recorded Simple Subdivision or Aliquot Parcel developed by the same O~~o~~wner or A~~a~~ssociated E~~e~~ntities.

(c) The following are the requirements that must be met in order for a subdivision to qualify for the Simple Subdivision process:

(i) All lots shall have legal access to a public street. The applicant shall provide a copy of a recorded access and utility easement(s) identified by book and page, not less than 40 feet in width, running to and for the benefit of both resulting parcels, which provides direct access to a publicly dedicated right-of-way.

(ii) The lot size shall comply with any applicable zoning regulations.

(A) If the parcel proposed for subdivision is within the ~~Joint Planning Boundary~~Joint Review Area, then ~~a Zoning Application shall be required with subdivision submittal.~~the applicant shall file a request for, and obtain, the appropriate zoning.

(iii) The subdivision is consistent with Campbell County's Comprehensive Land Use Plan and the Campbell County Zoning Regulations.

(iv) The subdivision is compatible with the surrounding area, not detrimental to the future development of the area, and not detrimental to the health, safety or welfare of the inhabitants of the area and the county.

(d) Survey Requirements: A Record of Survey shall accompany or be referenced by all deeds recorded in the Office of the Campbell County Clerk that create a Simple Subdivision. The Record of Survey shall include the following:

(i) Location – section, township, range, principal meridian, county and state.

(ii) North Arrow.

(iii) Monuments found and set.

(iv) Basis of Bearings.

(v) When applicable, section, quarter and sixteenth lines shall be shown and labeled.

(vi) Lot lines for the subject parcel and the two resulting units along with their sizes in acres.

(vii) All easements of record located on the subject parcel and their book and page.

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(viii) The access and utility easements running to both resulting units, and book and page of easements, when applicable.

(e) Supplemental Requirements: Applicants for Simple Subdivision approval shall provide the following supplemental items as part of their application

(i) A ~~S~~site p~~P~~lan for the purpose of review containing the following:

(A) Dimensions and acreage of the proposed parcels, drawn to scale and clearly dimensioned, showing the use(s) and existing structure(s). Indicate the location of natural or manmade features such as drainage ways, streams, roads, buildings, etc. on, or immediately adjacent to~~,~~ the site.

(B) Topography on 5' contour intervals or obtained from the U.S.G.S. mapping surveys.

(C) Specify the location and size of the existing or proposed potable water supply, waste water disposal system either on-site or public, and utility lines within and immediately adjacent to the proposed subdivision.

(ii) A f~~F~~ull t~~T~~itle r~~R~~eport completed within the previous 3 months.

(iii) Consent to Subdivide signed by any/all Owner(s), m~~M~~ortgagees, or l~~L~~ien holders. The Consent to Subdivide may be placed on the face of the plat or prepared as a separate document. The document shall be written in a recordable format acceptable to the County Clerk's Office.

(iv) Copy of the Publisher's Affidavit (see Appendix 6, Example Publisher's Affidavit).

(v) ~~WYDOT approach permit~~Approach permit from the controlling jurisdiction (City, County or WYDOT), if applicable.

(vi) A copy of the deed by which the applicant took title to the parcel.

(vii) A copy of existing or proposed covenants.

6.9 Minor Subdivisions

The following additional requirements apply to Minor Subdivisions:

(a) The Minor Subdivision process may be utilized for subdivisions consisting of 5 parcels or less, all greater than 5 acres in size, provided the Department finds that there are no grounds to consider the subdivision a Major Subdivision.

(b) The Minor Subdivision process may not be utilized if the parcel proposed for S~~s~~ubdivision is adjacent, or in close proximity, to a previously platted M~~m~~inor S~~s~~ubdivision developed

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by the same owner or ~~a~~Associated Entities. Instead, the subdivision shall be processed as a Major Subdivision.

(c) All Minor Subdivision Final Plat applications shall include all information as required by Appendix 2, Plat and Application Requirements Checklist.

(d) The Minor Subdivision Final Plat and all of the required documents and material shall conform to the design and engineering standards, other specific requirements set forth in this Chapter, and any conditions of approval stipulated by the Commission.

(e) All Minor Subdivisions shall be designed and constructed so as to provide all required improvements and infrastructure as may be required by the applicable provisions of Section 7, Subdivision Design Standards.

(f) Unless the area being subdivided is currently zoned in accordance with the intended use, the applicant shall file a request for and obtain the appropriate zoning before the Board approves the Final Plat.

6.10 Major Subdivisions

The following additional requirements shall apply to Major Subdivisions:

(a) Preliminary Plat:

(i) All Major Subdivisions require a Preliminary Plat. The purpose of a Preliminary Plat is to review the proposed subdivision for conformance with the specific design standards and improvements requirements set forth within this Chapter.

(ii) All Major Subdivision Preliminary Plats shall include information as required by Appendix 2, Plat and Application Requirements.

(iii) Approval of a Major Subdivision Preliminary Plat by the Board shall be effective for one year from the date of approval, unless a request is made by the applicant and approved by the Board for a longer specified period of time.

(b) Final Plat:

(i) After approval of the Major Subdivision Preliminary Plat and satisfactory completion of any conditions of approval, the applicant may submit an application for approval of the Major Subdivision Final Plat.

(ii) All Major Subdivision Final Plat applications shall include all information as required by Appendix 2, Plat and Application Requirements.

(iii) All Major Subdivision Final Plats and required supporting documents and materials shall conform to the design and engineering standards set forth in this Chapter and to any conditions of approval specified by the Commission.

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(iv) All Major Subdivision Final Plats shall be designed and constructed so as to provide all required improvements and infrastructure as specified in Appendix 1, Major Subdivision Improvements Chart.

(v) Major Subdivisions may be platted in phases covering representative and reasonable portions of the area approved in the Major Subdivision Preliminary Plat, subject to the following requirements:

(A) Each phase shall contain a vicinity map showing the location of the portion being submitted in relation to the overall Major Subdivision Preliminary Plat.

(B) All Major Subdivision Final Plats so submitted shall have identical titles, legends and other required information, shall be of the same scale and shall have match lines so the mosaics of the entire subdivision can be assembled.

(C) Each phase shall be numbered according to the sequence in which it is to be recorded and shall itself, or in conjunction with previous phases, meet the design standards and minimum requirements set forth in this Chapter.

(D) Any land area in a phased subdivision which Major Subdivision Preliminary Plat has been approved and for which a Final Plat has not been submitted within 3 years from the date of approval of the Major Preliminary Plat, shall not be allowed to proceed with final platting until a new Preliminary Plat is submitted and approved.

(E) Unless the area being subdivided is currently zoned in accordance with the intended use, the applicant shall file a request for and obtain the appropriate zoning before the Board approves the Final Plat.

6.11 Wyoming Department of Environmental Quality Review

(a) Wyoming Statute 18-5-306 ~~through~~ and 18-5-~~308~~ 307 requires the County refer some subdivision applications to DEQ for review pursuant to Chapter 23 of the DEQ Water Quality Rules and Regulations. The purpose of the review is to advise the County about water and sewage issues related to the subdivision.

(b) ~~Campbell County requires DEQ Chapter 23 review only~~DEQ review is required for Major Subdivision Preliminary Plats. ~~and does not require Chapter 23 review~~It is not required for Simple Subdivisions or Minor Subdivision Final Plats.

~~(c) At the same time the~~The applicant ~~submits a Major Subdivision Preliminary Plat application to the Department, the applicant~~shall work directly with DEQ and shall submit the necessary information ~~to DEQ~~ for their review and approval. ~~The applicant is responsible for making the application. DEQ has specific application requirements and subdivision applicants should contact DEQ directly to obtain application materials and any necessary assistance. After receiving the Plat, DEQ has 60 days to make a recommendation to the County.~~

~~(d)~~(c) The applicant shall also furnish a copy of all materials submitted to DEQ to the Department to keep on record.

~~(e)~~(d) The Department, Commission and Board will take into consideration the recommendations of the DEQ, but shall not be bound by the DEQ's recommendations.

~~(f)~~(e) A Chapter 23 DEQ study is required for all Major Subdivision Preliminary Plats unless the Applicable Director exempts the subdivision from this requirement. The Applicable Director may exempt the subdivision from the DEQ study as long as one of the following items are met:

(i) Water and sewer services are currently provided by permitted centralized water and sewage systems in good working order and adequately sized for the additional lots; or

(ii) The Applicable Director finds that a Chapter 23 DEQ Study previously completed on the property satisfactorily addresses all relevant water and sewage issues.

SECTION 7. SUBDIVISION DESIGN STANDARDS

7.1 Purpose and Intent

(a) Campbell County is known for its natural resources, natural resource extraction and rural character. The purpose and intent of this Chapter is to balance the location and design of ~~s~~Subdivisions with the protection of these resources and character. It is the further purpose and intent of this ~~s~~Section to allow the S~~s~~ubdivision of land while minimizing negative impacts that can occur from subdivision development and maximizing the safety of the residents in new subdivision.

(b) Consistent with the Campbell County Land Use Plan, it is Campbell County's intention is to preserve existing rural development and the rural character of the County. This Chapter is intended to encourage low density, rural style developments. Furthermore, consistent with the Campbell County Land Use Plan, it is the County's intention to encourage high density, urban scale development in incorporated city and town limits, where adequate public water, sewer and roads are available.

(i) All proposed subdivision plats shall be reviewed in relation to the general character of the area and the requirements of the County.

(ii) Land area for natural areas, schools, parks, open spaces and future road rights-of-way shall be reserved and located according to good planning practices and principles.

(iii) Where an entire parcel is not subdivided, the applicant must indicate the intended plans for the remainder of the parcel.

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7.2 Floodways and Drainage

(a) The flood damage prevention ordinance enacted on January 2, 2008 shall be used to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas.

(b) All areas located within FEMA 100-year flood zones shall be placed in drainage easement.

(c) All areas (road right-of-way excluded) that are subject to flooding during the 25-year rain event shall be set aside for uses that will not aggravate the danger of flooding, will not be endangered by flooding, or will not endanger the general health, safety, or welfare of the community. These areas shall be placed in drainage easement.

(d) All subdivision applications shall include a drainage report prepared in accordance with Appendix 7, Drainage Report Outline. The report must identify necessary improvements that will allow stormwater to pass through the subdivision in a non-disruptive manner. General requirements include:

(i) Identify drainage basins.

(ii) Model 25-year, 24-hour design storms for the drainage basins.

(iii) Size all culverts, ditches, swales, and other storm drain improvements appropriately.

(iv) Address stormwater detention for the site if applicable.

(v) Create a large scale drainage plan exhibit on 24" x 36" sheet(s).

7.3 Soils & Topography

(a) The design and development of subdivisions should preserve the natural ~~drainage~~ terrain to the extent possible. Particular consideration will be given to topography in relation to the suitability of the land for development and preservation of natural areas for open space.

(b) All subdivision applications shall include a soils report for review by the Department. The soils report shall be prepared in accordance with Appendix 8, Soils Report Outline. The Department shall consult with the Campbell County Conservation District, per statute 18-5-306(b) in review of the report.

(c) Land subject to hazardous conditions such as landslides, rockfalls, possible subsidence, shallow water table, open quarries, floods and polluted or non-potable water supply shall be identified. The land shall not be subdivided until the hazards have been eliminated, or will be mitigated by the subdivision design and construction plans or have otherwise been addressed to satisfy safety concerns.

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7.4 Lots and Blocks

(a) Lots created by Ssubdivision must comply with all applicable zoning requirements including minimum lot size and minimum lot width.

(b) The lot size, width, depth, shape and orientation shall be appropriate for the location of the subdivision, for the type of development and use contemplated, and for future re-subdividing where appropriate.

(c) The size of lots shall not be less than 6,000 square feet except for mobile home lots and lots subdivided or re-subdivided for townhouse or common wall units.

(i) Mobile home lots shall be sized in accordance with the Chapter 7, Campbell County Zoning Regulations, for Manufactured/Mobile Home Park Standards.

(ii) The minimum lot size for townhouse and common wall unit lots shall be the greater of the following two standards:

(A) The total area of the separate platted lots upon which the unit will exist shall not be less than 6,000 square feet; or

(B) Each platted lot shall be no less than 2,250 square feet unless applicable zoning regulations are more restrictive.

(d) The depth of any lot shall not exceed 3-times the width. In addition, lot depth and width shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated. In general, two parking spaces are required for each residential dwelling unit on a lot.

(e) Corner lots for residential use shall have extra width to permit appropriate building setback from, and orientation to, both roads.

(f) Double frontage and reverse frontage lots should be avoided except where it is essential to provide separation of residential development from expressways and major arterial streets or overcome specific disadvantages of topography and orientation.

(g) Each lot shall have satisfactory access to a public street or road.

(h) Side lot lines shall be substantially at right angles or radial to road right-of-way lines or centerlines.

(i) A single lot shall not be divided by a road, alley or other lot.

(j) Service access to the interior of blocks may be permitted in certain instances, in which case, alleys must be indicated in the plan and plat. Where alleys are platted, a minimum of 20 feet shall be required.

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(k) Irregular or wedge shaped lots shall be no less than ~~40~~ 60 feet in width at the front property line, except as allowed for platted lots with common wall or townhouse units. The total width of those platted lots upon which common wall or townhouse units will exist shall be no less than 30 feet and each platted lot shall provide sufficient access and frontage to the street depending on its use.

(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. However, conditions may exist where flag lots are reasonable. The Applicable Director may approve the use of flag lots in areas where extraordinary topography, emergency accessibility or access to infrastructure warrant flag-shaped lots.

(m) Each lot shall contain a satisfactory building site which is properly related to topography and which conforms to the standards of this Section. Site plans showing adequate building area for a home, accessory structure, septic and leach field and replacement leach field may be required where easements, topography, lot size or other factors affect the buildable area.

(n) Easement width shall accommodate the efficient installation and the maintenance of utilities.

(i) Permanent side and rear yard general utility easements are required on all lots.

Side: Not less than 5 feet in width on each side of all side lot lines;

Rear: Not less than 10 feet in width on each side of all rear lot lines;

(ii) Additional permanent easements, where necessary, shall be required for utility poles, wires, conduits, storm water and sanitary sewers, gas and water mains, and other public utilities, subject to review by the Applicable Director.

(iii) Easements shall be required around all oil, gas and water wells and other utility infrastructure as required by the Applicable Director.

7.5 Roads and Streets Design Standards

(a) Street and road layout shall conform to the duly adopted County Road Plan, applicable municipality's duly adopted major street plan, or any duly adopted city or county comprehensive plan, to provide for an alternate emergency vehicle access and for good circulation. Newly created roads within subdivisions shall function with connected roads.

(b) The Campbell County Road Plan lists classifications for roadways in Campbell County. These include the Rural Arterial System, Major Collector Road, Minor Collector Road, and Rural Local Roads. This Section addresses the Rural Local (Subdivision) Road standards only. The Department is authorized to modify the standards on a case-by-case basis to meet project specific requirements and conditions. See Appendix ~~9~~10, Road Profiles, for typical roadway sections of gravel and asphalt surfaced roads.

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(c) Geometric Standards:

(i) Speed. Design Speed is 30 MPH. If there is a school in the subdivision, a 20 MPH design speed shall be utilized near the school zone. Proposed Design Speeds less than 30 MPH must be warranted by an engineering speed study per W.S. 31-5-303 and discussed with the Applicable Director during the subdivision design phase.

(ii) Horizontal Curvature. Minimum controlling design values for horizontal curves shall be taken from Chapter 3 of the AASHTO *A Policy on Geometric Design of Highways and Streets,* latest edition, using values from the charts that utilize the corresponding 30 MPH Design Speed and chosen Superelevation (e%). Maximum superelevation is 4%, unless approved by the Applicable Director.

(iii) Vertical Curvature. Controlling rate of curvature, K, design values shall be taken from Chapter 3 of the AASHTO *A Policy on Geometric Design of Highways and Streets,* latest edition, using values from the Crest and Sag vertical curve charts utilizing the corresponding 30 MPH Design Speed and stopping sight distance.

(iv) Sight Distance. Minimum passing and stopping sight distance shall be taken from the AASHTO *A Policy on Geometric Design of Highways and Streets,* latest edition, using values from the charts that utilize the corresponding 30 MPH Design Speed and roadway longitudinal grade.

(v) Longitudinal Grade Requirements. Maximum longitudinal grade for Rural Local roads is 8% unless approved by the Applicable Director.

(vi) Intersection Requirements. Intersections should be located to avoid steep profile grades and ensure adequate sight distance. Intersections should not be located on or near short crested hills, nor on sharp horizontal curves. Where there is no practical alternative, approach sight distance on each leg of the intersection should be checked carefully. Signing should be provided at recommended distances. If necessary, back slopes should be flattened, and horizontal and vertical curvatures lengthened to provide for additional sight distance.

(A) Sight distance should be sufficient to permit a vehicle on the minor leg of the intersection to cross the traveled way without requiring the approaching through traffic to slow down. As a rule, there should be a minimum of seven seconds available to the driver crossing the through lanes.

(B) Intersection legs operating under stop control should be at 90 degrees to the mainline. Under no circumstances can the intersection be less than 60 degrees from perpendicular.

(C) Many factors should influence the design of an intersection. A few items to consider are corner radius, the minimum degree of intersection legs, and corner sight distance.

(D) Complete details of intersection design can be found in Chapter 9 of the AASHTO *A Policy on Geometric Design of Highways and Streets,* latest edition.

(d) Cross Sectional Standards:

(i) Roadway Width. Minimum roadway width, including shoulders, is 22 feet. This corresponds to AASHTO Chapter 5 with 18' minimum traveled way and 2' minimum shoulders.

(ii) Fill/Fore Slope. Fill/Fore slopes are measured laterally from the outside edge of shoulder to the ditch bottom or to a point of slope selection for cut sections, and to a point of slope selection for fill slopes. Steepest fore-slope rate is 1V:4H for a minimum of eight horizontal feet, resulting in a minimum ditch/fill depth of 2 feet.

(iii) Back-Slope. The back-slope is measured laterally outward from the road, beginning at a point from the bottom of the ditch to a point of slope selection, or daylighting, for cut sections. Steepest back-slope rate is 1V:2H with flatter slopes recommended.

(iv) Roadway Cross Slope (Crown). The cross slope is measured from the centerline of the 2-lane roadway to the edge of the shoulder. The minimum cross slope shall be 3%.

(v) Superelevation. Superelevation is the cross slope across the entire roadway in a horizontal curve. The maximum superelevation percentage is 4%, unless approved by ~~County Engineer~~the Applicable Director. For low speed subdivision roads, with numerous driveways and approaches, the Department encourages curve radii to allow the use of normal crown sections without superelevation.

(vi) Superelevation and Crown Runoff. Superelevation runoff length is defined as the distance to go from zero (superelevation rate, e = 0.00) to the specified superelevation (e) for the given radius and design speed. Crown runoff (C) is the distance required for the outside lane(s) to transition from a normal crown (3%) to a flat crown (e=0%). The length of crown runoff is also the distance for the outside lane(s) to transition from a flat crown to a reverse crown.

(A) Use WYDOT modified runoff lengths. WYDOT uses a general standard normal crown of 2% and, thus, their tables are calculated using this value. Campbell County uses a 3% crown. Campbell County has modified the WYDOT tables to reflect this difference in crown.

(vii) Vertical Clearance. Vertical clearance shall be measured from the highest point on the roadway surface to the lowest point on the overhead obstruction. Vertical clearance requirements for all roadway classifications are as follows:

(A) Minimum clearance for grade separation with other roadways is 16.5 feet.

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(B) Minimum clearance for an overhead power line is governed by W.S. 37-3-303. In Campbell County the following applies: Minimum line height above road = 24' + [(KVA-50)*(.4/12)] where: KVA is the voltage of the line in kilovolts Example: What minimum line height is required for a 69KVA line to cross a County Highway? Hmin = 24' + [(69-50)*(.4/12)] = 24.6', say 25 feet minimum.

(C) Minimum clearance over a railroad is determined by the local Railroad authority. County Road Fund Manual calls out 23.5 feet but this must be verified by the local Railroad authority.

(e) Subgrade and Surfacing Materials and Design:

(i) Non-Paved Roadways. 6" minimum depth of Uniformly Graded Aggregate Base or Uniformly Graded Scoria Base with 2" maximum aggregate size is required. Moisture conditioning of the 6 inches of soil below the base and compaction are required.

(ii) Paved Roadways: Subgrade, base and surfacing design for paved roads shall meet the minimum requirements of the current City of Gillette Design Standards or other design manual approved by the Applicable Director.

(f) Culverts & Bridges Design Standards:

(i) Minimum culvert size. Minimum culvert size is 12-inch diameter. Cover shall meet the manufacturer's recommendation and shall not be less than 12 inches. Culverts shall be installed at street intersections and driveway locations where cross drainage and ditch flow require installation. The drainage report may call for larger culverts and shall define locations requiring culverts.

(ii) Culvert materials: Culvert materials may consist of corrugated metal, concrete, polyethylene, PVC or another material approved by the Applicable Director. The Department recommends a soil corrosion test be performed to select culvert materials to maximize the life of the pipes.

(iii) Erosion control measures: Cut and fill slopes and longitudinal ditches in steep profile areas must utilize best practice erosion control design measures to ensure reseeding success. Paved gutters or other approved erosion control measures may be required where velocities will cause erosion of the ditch bottom.

(iv) Bridge Structures:

(A) Specifications: The latest edition of the *AASHTO Standard Specification for Highway Bridges* shall be used for design and construction of bridges on all roadway classifications.

(B) Review: Per W.S. 24-2-106, WYDOT must review and approve all bridge structure designs prior to construction.

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(C) Structural Loading: Bridges shall be designed for HL93 loading

(D) Bridge Roadway Width: Minimum Bridge roadway width shall be 26 feet.

(g) Signage Standards:

(i) All signage shall be installed and inspected prior to ~~approval of the plat~~the plat being submitted to the Board for approval. Street signs shall be provided by the developer.

(ii) All signage shall meet the latest WYDOT/MUTCD specifications. Regulatory signs will be allowed within the roadway right-of-~~-~~way but no advertising signs will be permitted in the right-of-way.

(h) Pedestrian Walkways Standards:

(i) Refer to Appendix 1, Major Subdivision Improvement Chart, for requirements on pedestrian access. Walkway design and location shall be approved by the Applicable Director.

(ii) Pedestrian walkways may be required to provide access to parks or open spaces, schools or other similar areas where, in the opinion of the Commission, significant pedestrian usage is ~~anticipated~~anticipated, or adequate pedestrian circulation is needed. Easements may be required where deemed necessary.

(i) Street Lighting Standards:

(i) Street lighting, capable of the illumination of streets and pedestrian walkways, may be required for safe movement of vehicles and pedestrians at night where density is greater than one unit per acre and/or where development is contiguous with a municipality which requires street lights, conforming to the applicable municipality's standards. Refer to Appendix 1, Major Subdivision Improvement Chart on requirements for street lighting.

(j) Right-of-Way Width Requirements:

(i) The minimum right-of-way width is 60 feet, and it must be dedicated to the public. Public access easements cannot be used in lieu of dedicated right of way. No private roads are allowed.

(ii) At least one public access with minimum 60-foot dedicated right-of-way shall be provided to all subdivisions. For subdivisions with 30 lots or more, at least two public accesses with minimum 60-foot dedicated right-of-way must be provided per Fire Department standards.

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(iii) Specific design standards for any roads within a development that may be classified as major or minor Collectors or rural Arterials shall be those specified in the County Road Manual.

(k) Street Layout/Geometry Standards:

(i) Geometric design. Design of roadways and streets shall follow previous Design Standard sections in this manual.

(ii) Through Traffic. Local streets shall be designed to discourage through traffic. Intersections of local streets with major streets shall be minimized.

(iii) Stubs/extensions. Provisions for an efficient street system must be made by the use of stub streets or extensions of new streets to connect to the existing streets, and by the use of developed rights-of-way. Any subdivision plat submitted for approval shall be designed to permit continuation of streets into adjacent subdivisions unless there is justification for an alternate design.

(iv) Extent of roadway construction. Roadways and streets are to be constructed by the developer to the furthest subdivision boundary line and utilized to access adjacent properties. No unimproved rights of way are allowed.

(A) A temporary turnaround will be installed by the developer at the end of the constructed roadway. Minimum radius of surfacing for temporary turnarounds shall be 50 feet.

(B) Dead end streets are prohibited.

(v) Street intersection limits. Not more than two streets shall intersect at one point.

(vi) Cul-de-sac length. Cul-de-sacs shall not be longer than 1000 feet, including the turnaround, unless a deviation is approved by the Commission after a positive recommendation from the Applicable Director. The turnaround shall have a right-of-way~~.~~ radius of 60 feet minimum and a surfacing radius of 50 feet minimum.

(vii) Frontage roads and permits. Where a residential subdivision abuts a State highway or County Highway, a frontage road may be required to reduce the number of approaches onto the highway. Developer shall obtain an approved approach permit from WYDOT to access a State highway, and an approved license from County Road and Bridge to access a County Highway.

(viii) Street jog limits. If a street jogs at an intersecting street, the centerline offset of the two streets shall be greater than 250 feet.

(ix) Intersection angles. Streets shall be designed to intersect at approximate right angles. Where topography or other conditions justify a variation, the variation from a right angle shall be no more than 30 degrees.

(l) Street Naming Standards:

(i) Naming convention/signage. New streets in alignment with existing streets in the County, or adjoining municipality, shall be named the same as the existing streets. There shall be no duplication of street names within the County and the developer shall be subject to confirmation of proposed street names by the Department. Street naming convention must follow Campbell County Rules, Chapter 8, Addressing Standards.

(m) Utility location in roadways/streets.

(i) Location of utilities within public right-of-way. All utility infrastructure installed by the developer must be installed within the publicly dedicated roadway right-of-way, or in publicly dedicated utility easements.

(n) Roadway paving/curb and gutter requirements.

(i) Appendix 1, Major Subdivision Improvement Chart, shows paving requirements based on subdivision density.

(A) Subdivision Density Groups 1 and 2 require asphalt or concrete paving.

(B) Commercial and industrial Ssubdivisions within the Joint ~~Planning Boundary~~Review Area ~~(within one-mile of the corporate boundary)~~ must be paved with asphalt or concrete. Design of street sections and paving shall meet City of Gillette Design Standards.

(C) Curb and gutter may be required where a development is contiguous to a municipality which requires curb and gutter for the type of development proposed, or when the Board or Commission determine that the subdivision warrants it. Design in this case shall meet City of Gillette Design Standards.

(o) Approach/driveway requirements.

(i) Minimum requirements for approaches/driveways constructed at time of subdivision:

(A) No water will be allowed to drain from the approach/driveway onto a subdivision road.

(B) The minimum culvert size in road ditches under the approach/driveway is 12-inch diameter, but shall be larger if required per the drainage study. Culverts shall be located in the flowline of the ditch.

(C) All approach/driveways must have an all-weather surface that matches the roadway surfacing (i.e. a gravel roadway will require a gravel approach, and a paved roadway will require a paved approach). For all driveways or

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approaches, surfacing must extend from the roadway to the right-of-way line.

(D) The minimum width for the approach/driveway shall be 12 feet, but must take into account the proposed use.

(E) The location of approach/driveway should take into account the profile of the road and subsequent sight distance.

(ii) Minimum design requirements for approaches/driveways constructed after the completion of the subdivision.

(A) Approaches/driveways onto roads shall meet the standards established by the Home Owner's Association and/or Improvement and Service District controlling the roads in the subdivision.

(B) Campbell County does not regulate approaches or driveways that are not constructed during the initial subdivision process.

(iii) See Appendix ~~10,~~11 Approach/Driveway Geometry, for additional design details.

(p) Fire Standards

(i) All roadway construction is subject to compliance with the currently adopted Fire Code and review by the Campbell County Fire Department. Applicants should contact the Fire Marshall for information on standards from the adopted Fire code.

7.6 Road Construction Standards

(a) Permitting & Specifications.

(i) All subdivision road construction requires a permit to construct be issued by the Department prior to commencement of construction. This three-part permit specifies items that must be performed and/or submitted as part of the project during and after construction.

(A) Applications for a permit to construct must be submitted along with the engineering design and specifications for the improvements. The design must meet all requirements of this Section and include plan and profile sheets showing how the improvements are to be constructed and must include specifications on testing requirements and address erosion control for the site.

(B) Permit approval grants the developer permission for construction based on the approved design.

(C) Permit close out involves verification from the design engineer and developer that all permit requirements were met and that improvements

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were installed per the approved design and met project specifications. Record drawings, material testing summary and inspection report with construction photos are required prior to permit close out.

7.7 Utilities

(a) Electric service shall be provided to all Minor and Major Subdivisions. Telephone, cable television, internet and other utilities are optional for the developer and availability shall be disclosed to potential purchasers.

(b) Electrical lines, telephone lines and other similar utility services shall be placed underground within designated easements, except as may be allowed in Appendix 1, Major Subdivision Improvement Chart.

(c) All utility services shall, at a minimum, extend to the property line of each lot or parcel within the subdivision. The applicant shall be responsible for complying with the requirements of this subsection, shall make the necessary arrangements including any construction or installation of such facilities.

(i) For construction of electrical service, the applicant shall contact Powder River Energy Corporation and provide payment for installation of electrical service prior to final approval of the subdivision plat. Proof of payment shall be provided to the Applicable Director.

(d) Design, construction and installation of utility facilities shall be in accordance with all other applicable County and State regulations.

7.8 Sewer Standards

(a) Within the ~~Joint Planning Boundary~~Joint Review Area, every effort shall be made to provide public sewer to all new subdivisions, either through a connection to a public sewage disposal system or a community-type sewage disposal system.

(i) Applicants interested in land development should investigate sewage disposal options prior to land acquisition, as applicants are responsible for submitting a plan and financing for sewage system construction.

(b) ~~On-Site Wastewater Disposal/Septic Systems~~Small Wastewater Systems. For a subdivision to be eligible for on-site sewage disposal systems, all lots shall be a minimum of 2.5 acres in size.

(c) Subdivisions must use one of the following two options for providing sewage disposal:

(i) No public sewage disposal will be provided. Lot purchasers will be responsible for providing individual, on lot sewage disposal systems.

(A) For Subdivisions proposing individual on-lot sewage disposal systems that have not completed a DEQ study per Section 6.11(a) or have not been

exempted from a DEQ study per Section 6.11(f), a report must be submitted by an Engineer or Geologist in accordance with W.S. 18-5-306(a)(iv)(C) and conforming to Appendix ~~11~~12, Individual On-Lot Sanitary Sewer Report Outline.

(B) Where individual on-lot sewage disposal systems are proposed, the statement NO PROPOSED CENTRALIZED SEWAGE SYSTEM, in bold capital letters, shall appear on the face of the plat.

(C) The lot purchaser shall obtain the permit for the individual on-lot sewage disposal system at the time of construction from the Department.

~~(I) Systems for residential lots that meet the requirements of a Small Wastewater System are permitted though the Campbell County Department of Public Works.~~

~~(II) Systems for residential lots that do not meet the requirements of a Small Wastewater System are permitted through DEQ.~~

~~(III) Systems for commercial and industrial lots are permitted through DEQ.~~

~~(D)~~(ii) Install a sewage collection facility.

~~(I)~~(A) Improvements shall be in accordance with Chapter 11 of the Wyoming Department of Environmental Quality's Water Quality Rules and Regulations.

~~(II)~~(B) Per Campbell County's delegated authority from the DEQ, publicly owned and controlled sewage collection facilities will be permitted through the Department ~~of Public Works. The sewage treatment works or lagoon portion will be permitted through DEQ.~~ .

~~(III)~~ Sewage treatment works, lagoons or ~~S~~systems that are not publicly owned at the time of development shall be permitted by DEQ. ~~All applications should first be submitted to the Department of Public Works for initial review and will then be forwarded to DEQ.~~

(C)

~~(IV)~~(D) Systems permitted by the Campbell County Department of Public Works shall use the Department's permit forms. Requirements of the permit include: engineering design per all applicable requirements, materials testing specifications, project testing and inspection reports, construction photos and record drawings.

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7.9 Water Supply ~~Design~~ Standards.

~~(a) Standards for water supply systems are based on the type of subdivision. Provisions and information on a water supply must be provided by the developer for all types of~~

subdivisions. This information shall be provided either through a Chapter 23 DEQ study or through engineering reports submitted to the Department of Public Works.

(b) Information on how lot purchasers may obtain water shall be disclosed in the Disclosure Statement.

(c) Water supplies shall be registered with the Wyoming State Engineer. Water supplies not requiring DEQ approval or as otherwise required shall meet the "Water Well Minimum Construction Standards," State Engineer's Office, 1974.

7.10 Water Distribution Design Standards.

(a) The developer shall construct the entire water distribution system to the proposed subdivision in accordance with applicable criteria.

(b) The internal distribution systems shall be sized and designed to meet initial and future extensions to the original system. Improvements shall be in accordance with Chapter 12 of the Wyoming DEQ's rules and regulations, "Design and Construction Standards for Public Water Supplies", or current prevailing regulations.

7.11 Type of Water System Required

(a) The following table generally summarizes the type of water system required and the applicable requirements of this Section The applicant shall make provisions for a centralized water system to supply water to all subdivisions within the one-half mile Joint Review Area. Several options are available when addressing water supplied to subdivisions outside the Joint Review area and are described in this section.

(a)(b) Information on how lot purchasers may obtain water shall be included in the Subdivision Disclosure Statement. :

WATER SYSTEM TYPE	MAXIMUM # OF LOTS SERVED	CONSIDERED CENTRALIZED SYSTEM?	APPLICABLE REQUIREMENTS
Individual on-lot well	1	No	State Engineer's Office
Shared well	3	No	State Engineer's Office
Community water system	9	Yes	Campbell County Rules, Ch. 4
Public water system	No maximum	Yes	Wyoming DEQ Rules, Ch. 12

(b)(c) For all new Major and Minor subdivisions located within the Joint Planning BoundaryReview Area that fall within the regional water Designated Service Area, the applicant must develop a Centralized Water System.

(i) Centralized wWater System provided via the Gillette regional water system is required, unless exempted by the Applicable Director.

(A) For Major Subdivisions, the system shall be a Public Water System

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~~(i)~~(B) For Minor Subdivisions, the system shall be the requirements of Appendix 9, Centralized Water System requirements.

~~(A)~~(C) Permitting and approvals through the City of Gillette Engineering Division will be required for infrastructure which extends from the existing regional system to the subdivision boundary.

(ii) In extenuating circumstances, when it is proven to be an extreme burden on the developer to connect to the Gillette regional water system, an exemption may be granted.

(A) Applicants requesting an exemption from connection to the Gillette regional water system, shall submit an exemption request and report conforming to Appendix ~~12~~13, Regional Water Connection Exemption Report. Items that will be considered by the Applicable Director for approving an exemption to this Section (utilizing an alternate water source) will include, but are not limited to:

(I) Timeline/availability of regional extensions.

(II) Cost of central well vs regional extension.

(III) State Engineer's Office commitment to a well permit.

(iii) If deemed exempt from utilizing the Gillette regional water system as the primary water source, the centralized system shall include infrastructure allowing for future connection to the regional system. This infrastructure shall be constructed at the time of development of the centralized system.

(A) For Major Subdivisions, the infrastructure shall meet the requirements of a Public Water System

~~(iii)~~(B) For Minor Subdivisions, the infrastructure shall meet the requirements of Appendix 9, Centralized Water System requirements.

~~(c)~~(d) For all Major subdivisions ~~with 6 lots or more~~, located outside the ~~Joint Planning Boundary~~Joint Review Area, the applicant must develop a ~~Centralized Water System.~~Public Water System.

~~(i) Centralized water will be provided via a Public Water System.~~

~~(A) Campbell County has delegated authority from the DEQ Water Quality Division to permit publicly owned and controlled water distribution facilities. Per this delegated authority, these systems will be permitted through the Department of Public Works. Treatment and storage will be permitted through DEQ.~~

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~~(B) Systems that are not publicly owned at the time of development shall be permitted by DEQ. All applications should first be submitted to the Department of Public Works for initial review and will then be forwarded to DEQ.~~

~~(ii) Centralized water will be provided via a Community Water System.~~

~~(A) Campbell County will permit a Community Water System per Chapter 4, Rules Regulating Construction.~~

~~(d)~~(e) For all Minor Subdivisions ~~and Major Subdivision with fewer than 6 lots,~~ located outside the Joint ~~Planning Boundary~~Review Area, the applicant must provide water via one of these 4 methods:

~~(i)~~ Develop a Public Water System ~~in accordance with Wyoming DEQ Water Quality Rules and Regulations.~~

~~(i)~~

~~(A) Campbell County has delegated authority from the WDEQ Water Quality Division to permit publicly owned and controlled water distribution facilities. Per this delegated authority, these systems will be permitted through the Department of Public Works. Treatment and storage will be permitted through WDEQ.~~

~~(B) Systems that are not publicly owned at the time of development shall be permitted by WDEQ. All applications should first be submitted to Campbell County Public Works for initial review and will then be forwarded to WDEQ.~~

(ii) Develop a ~~Community~~Centralized ~~-~~ Water System ~~to provide water to the proposed subdivision. All Community Water Systems shall be constructed per Chapter 4, Section 13, Rules Regulating Construction. Easements shall be shown on the plat for access, infrastructure, and the well. The well easement shall be no less than 50 feet by 50 feet in size. Plans and specifications for Community Water Supply systems and water distribution systems shall meet the approval of the Department of Public Works.~~that complies with amended Appendix 9, Centralized Water System requirements.

(iii) Wells developed and installed by applicant at the time of subdivision:

(A) Individual on-lot wells installed by developer:

(I) The applicant shall provide the Department with copies of approved well permits and approved statements of completion from the State Engineer's Office for each well.

(II) The applicant shall provide the Department with a report by an Engineer that verifies adequate water production and water quality from each well.

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(III) Where individual on-lot wells are proposed, the statement NO PROPOSED CENTRALIZED WATER SYSTEM, in bold capital letters, shall appear on the face of the plat.

(B) Shared wells shall be drilled and completed by the developer, including pumps and infrastructure to each lot.

(I) Copies of State Engineer's Office well permits shall be provided.

(II) The applicant shall provide the Department with a report by an Engineer that includes as-constructed well test records and verifies adequate water production and water quality from each well.

(III) No more than ~~3~~ the number of lots identified in the State Engineer's Office water well permit ~~lots~~ shall be served by each well. Per Chapter 4, Rules Regulation Construction, all plumbing shall be in accordance with International Plumbing Code, or as designed by a Wyoming Licensed Engineer.

(IV) Easements shall be shown on the plat for access, infrastructure, and the well. The well easement shall be no less than 50 feet by 50 feet in size.

(V) Shared water well agreements shall be submitted for review.

(VI) Where shared, on-lot wells are proposed, the statement NO PROPOSED CENTRALIZED WATER SYSTEM, in bold capital letters, shall appear on the face of the plat.

(iv) No water will be provided during the subdivision process. Lot purchasers will be responsible for providing on lot wells.

(A) For individual on-lot wells, a report must be submitted by a Licensed Engineer ~~and/or Geologist~~ addressing the potential availability of ground water for the proposed S~~s~~ubdivision. The report shall follow Appendix ~~13~~14, On-Lot Well Report Outline.

(B) Where individual on-lot wells are proposed, the statement NO PROPOSED CENTRALIZED WATER SYSTEM, in bold capital letters, shall appear on the face of the plat.

7.~~13~~10 Water System Permitting

(a) Water Systems shall meet specific requirements identified in this chapter and in Wyoming DEQ Chapter 12, Water Quality Rules and Regulations. ~~permitted through DEQ will need to meet DEQ's specific permit requirements.~~

(b) Campbell County has delegated authority from the DEQ Water Quality Division to permit publicly owned and controlled water distribution and storage facilities. Treatment systems and water wells shall be permitted through DEQ prior to the Department issuing any permits for distribution or storage.

~~(a)~~(i) Systems not publicly owned at the time of development shall be permitted by DEQ.

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~~(b)~~(c) Water systems permitted by Campbell County Public works shall use the departments current permit forms and complete all the requirements of the permit. Major requirements include, but are not limited to:

(i) Water system design by a Licensed Engineer per all applicable regulations

(ii) Engineering design report providing technical justification for the proposed construction

(iii) Plan and Profile sheets, cross sections, and details

(iv) Construction specifications identifying the types of pipe and appurtenances to be used as well as the manner of installation f

(v) Materials testing requirements for construction (soil placement, trench backfill, disinfection)

(vi) On-site inspection and materials testing during construction

(vii) Testing and inspections reports with construction photos submitted after construction

(viii) Record drawings submitted after construction

(ix) Verification from the Engineer and Developer that the construction was completed in accordance with approved drawings and specifications.

7.~~12~~11 Fire Safety Standards:

(a) All proposed subdivisions are subject to review by the Campbell County Fire Department and applicable sections of the currently adopted Fire Code.

(b) The Commission shall have the power to impose more restrictive, as well as less demanding, requirements on a proposed S~~s~~ubdivision after considering comments from the Campbell County Fire Department and surrounding developments.

(c) Subdivisions falling within Density Group 1, according to Appendix 1, Major Subdivision Improvements Chart, shall ~~be~~ provide~~d with~~ fire hydrants spaced at intervals of 500 feet within a public right-of-way, or at longer intervals, as allowed by the Commission due to lower density housing.

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(i) Hydrants shall have a minimum fire flow of 1000 gallons per minute for a minimum of two hours with a flowing (residual) pressure of twenty pounds per square inch.

(ii) For subdivisions meeting these requirements, which would connect to water systems of adjacent or nearby developments without fire hydrants, these requirements shall be met unless mitigating circumstances would make the requirements unreasonable as determined by the Commission.

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7.~~14~~12 Subdivision Boundary Control and Monumentation

(a) Subdivision boundary control and monumentation shall, unless otherwise modified herein, comply with the most recent applicable portions of the Guidelines for the Professional Practice of Land Surveying as published by the American Consulting Engineering Council. Copies may be obtained from ACEC.

(b) Boundary Control: Where section lines or section subdivision lines form part of the boundaries of a subdivision, these lines should be legally established and monumented as per the 1973 BLM Manual of Instruction for the survey of public lands and the pertinent detailed information should be shown on the ~~P~~plat.

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SECTION 8. GUARANTEES FOR IMPROVEMENTS AND MAINTENANCE

8.1 General Requirements

The following requirements apply to all subdivisions:

(a) The applicant shall be responsible for the construction of all infrastructure and improvements required by this Chapter.

(b) All required improvements shall be designed and constructed according to the standards of this Chapter.

(c) The applicant is responsible for financing and constructing all improvements internal or external to the proposed subdivision required by this Chapter unless suitable evidence is submitted that other entities have the responsibility for the construction and costs of improvements and will construct them.

(d) In cases where the applicant proposes improvements that are in excess of the minimum standards of these regulations, the proposed improvement shall be considered as a required improvement.

8.2 Subdivision Improvements Agreements and Guarantees

(a) If the plat is to be recorded with the Campbell County Clerk prior to the final installation and approval of all required improvements, the following is required:

(i) Approved permits to construct for all infrastructure improvements required in the subdivision.

(ii) A cost estimate prepared ~~and sealed~~ by a~~n~~ Licensed Engineer, for the total installation cost of those improvements, as well as the cost of any professional services required to complete the installation.

(iii) A Subdivision Improvements Agreement (See Appendix ~~14~~15, Subdivision Improvements Agreement) and associated irrevocable letter of credit, funds in escrow or other Board approved guarantee of attestable value shall be provided to the Board in the amount of 125% of the approved cost estimate.

(iv) The agreement shall authorize the time for the completion of improvements up to a maximum of 18 months. Upon request and after review, the Board may authorize a 6-month extension of the agreement.

(b) As improvements are completed, the subdivider may apply to the Board for a release of part of the security deposited with the Board. Upon inspection and approval by the Applicable Director, the Board shall release that portion of the security.

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(c) 2 weeks prior to the agreed completion date in the Subdivision Improvements Agreement, the Department will conduct an inspection and notify the subdivider of any deficiencies.

(d) If improvements are not completed by the agreed completion date, the letter of credit will be utilized to complete improvements to the satisfaction of the Department, per the applicable ~~P~~permit to c~~C~~onstruct and as referenced in the Subdivision Improvements Agreement. Any remaining funds will be returned to the subdivider.

8.3 Associations or Districts for Subdivision Maintenance

(a) An Improvement and Service District, homeowners' or landowners' association, or equivalent, shall be formed for all new Minor and Major subdivisions to provide for the maintenance of S~~s~~ubdivision roads and other infrastructure.

(i) New subdivisions ~~may join~~are encouraged to join or merge with an existing Improvement and Service District or association in an adjacent ~~s~~Subdivision, or a S~~s~~ubdivision whose roads are used for access to said S~~s~~ubdivision.

(b) The district or association shall, as a minimum, provide for the following:

(i) Adequate funding and means for enforcement.

(ii) Continuous health and safety inspections and immediate maintenance to correct unsafe conditions.

(iii) A method for receiving and processing complaints.

(iv) Regular maintenance program where needed for roads, parks, buildings, utilities, and other commonly-owned facilities.

(c) Documents for the formation of Improvement and Service District or Homeowners Association shall be recorded concurrently with the final plat.

(d) All homeowners' or landowners' associations are the responsibility of residents within the subdivision. Campbell County has no responsibility to ensure that associations adequately perform their assigned duties.

8.4 Disclosure Statement

(a) A full disclosure statement shall be submitted for review and approval by the Commission and Board prior to approval of any Minor or Major Subdivision.

(b) Copies of disclosure statements will be kept at the office of the County Clerk and will be available on request to the public.

(c) Disclosure statements shall conform to the requirements of Appendix ~~15~~16, Subdivision Disclosure Statement.

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(b) If a subdivision is required to have a disclosure statement, signs shall be erected and maintained at all entrances to the subdivision notifying the public that a disclosure statement is available at the County Clerk's Office. Signs shall be 2 feet by 4 feet all-weather metal or wood construction and shall be white letters on a green background. Signs shall be legible to the average person from a distance of 200 feet and shall be placed in a location easily visible to the public at a height of 6 feet to the bottom of the sign.

(i) Physical location and variations from the following standard sign shall be subject to the approval of the Commission and the Board. The standard sign to be posted at each entrance to the ~~s~~Subdivision.~~:~~

(ii) Signs shall be purchased or constructed, erected and maintained by the developer for a period of 4 years after acceptable completion of construction of the development or until all lots have been sold, whichever comes first.

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APPENDIX 1: MAJOR SUBDIVISION IMPROVEMENTS CHART

Lot sizes and density may vary within a Major Subdivision. The following Chart provides information on infrastructure standards for various densities of Major Subdivisions.

MAJOR SUBDIVISION IMPROVEMENT CHART

Notes:

1. "R" indicates that improvements shall be required.
2. "M" indicates that improvements may be required by the Commission or the Board where deemed necessary.
3. Newly created parcels shall be a minimum of two and one-half (2½) acres in size for consideration of an on-site septic system.

Density Group	**1**	**2**	**3**	**4**
Lot size of the smallest lot in the subdivision:	*Less than 1 acre*	*1 - 2.49 acres*	*2.5 - 4.99 acres*	*5.0 acres or more*
Sewer (Public or Community)	R	R	M	M
Water (Public or Community)	R	R	R	M
Curb, Gutter, & Sidewalk	R	M	M	M
Pedestrian Walkways	R	M	M	M
Fire Protection/Fire Flows	R	M	M	M
Street Lighting	R	M	M	M
Underground Utilities	R	R	M	M
Street Pavement, Asphalt or Concrete	R	R	M	M

APPENDIX 2: PLAT AND APPLICATION REQUIREMENTS CHECKLIST

This Plat and Application Requirements Checklist outlines the requirements for submitting an application for subdivision permit and the requirements of the plat and supplemental materials. Please review the checklist to ensure that all materials are submitted.

The "✓" symbol denotes a required item.

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
Format				
1. All plats shall be clearly and legibly drawn in black, waterproof India ink upon tracing linen, mylar or some similar stable base material. Required affidavits, certificates and acknowledgements shall be legibly printed on the plat in opaque ink. Signatures shall also be made in black opaque ink.	✓	✓	✓	✓
2. A Certification of Dedication, Certificate of Registered Land Surveyor, Certificate of Approval by an Incorporated City or Town (when applicable), Certificate of Approval by the Commission, Certificate of Approval by the Board, Certificate for Subdivision Vacation (when applicable) and Administrative Plat Approval Certificate (when applicable) shall be included on the plat in conformance to Appendix ~~5~~3, Sample Plat Certificates.	✓	✓	✓	✓
3. All plats shall be the standard size of 24 inches by 36 inches wide with a 1½-inch margin on the left side of the sheet and a ½-inch margin on the three remaining sides.	✓	✓	✓	✓
4. The scale of the plat shall be 1 inch = 100 feet or larger unless all of the lots are 5 acres or larger. Lots larger than or equal to 5 acres shall use a scale of 1 inch = 200 feet.	✓	✓	✓	✓
5. Each sheet of the plat shall be numbered and the total number of sheets compromising the plat shall be stated on each sheet (i.e. Sheet 1 of 3). The relationship of one sheet to the other shall be shown by key maps and match lines.	✓	✓	✓	✓
6. A digital copy of the plat shall be submitted that shall only contain the lot lines and the subdivision boundary, including bearings, distances and curve data (Autocad version 2000 or later) or any .dwg, or .shp format.	✓	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
7. A digital copy of the plat shall be submitted that shall only contain the lot lines and the subdivision boundary, including bearings, distances and curve data (Autocad version 2000 or later) or any .dwg, .dxf or .shp format.	✓	✓	✓	✓
8. Required Paper Copies: Five 24" x 36". One 11" x 17". If a joint case with the City or Town, 3 extra 24" x 36" copies.	✓	✓	✓	✓
General				
9. Name/Title of the subdivision in CAPITAL LETTERS at the top center of each sheet. The name shall not duplicate nor too closely resemble the name of any other subdivision filed with the County Clerk.	✓	✓	✓	✓
10. The section, township, range principal meridian, county and state being (part of or identical with) or (aliquot parcel), listed below the subdivision name.	✓	✓	✓	✓
11. In the case of a re-subdivision, the title should read: A Resubdivision of Lot __, Block __, or Tract __, (original subdivision name), To be Known as, (new subdivision name).	✓	✓	✓	✓
12. Legal description of the proposed subdivision boundary including ties to the public land system monument of record and a description of monuments both found and set. All lengths shall be shown to hundredths of a foot, and all angles to the nearest second and bearing and distances shall close.	✓	✓	✓	✓
13. If the plat represents a re-subdivision of previously subdivided land, the applicable perimeter of the previous subdivision shall be shown by a distinctive line. Excepted parcels shall be marked "NOT INCLUDED IN THIS SUBDIVISION" and the boundary shall be completely indicated by bearings and distances.	✓	✓	✓	✓
14. Parcels not contiguous shall not be included in one plat, nor shall more than one plat be made on the same sheet. Contiguous parcels owned by different parties may be embraced on one plat, provided that all owners join in the dedication and acknowledgement.	✓	✓	✓	✓
15. The location and layout of all lots, blocks, tracts, roads, streets, alleys, walkways, easements, public grounds, oil and gas wells and pipelines within and immediately adjoining the plat.	✓	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
16. The location of all existing easements, oil and gas wells and pipelines within and immediately adjoining the plat shall be shown, including book and page when applicable.	✓	✓	✓	✓
17. Location/Vicinity Map drawn to an adequate scale to provide clarity, showing the location of the proposed subdivision in the County relative to nearby subdivisions and indicating the name and location of major nearby roads.	✓	✓	✓	✓
18. North Arrow (The top of each sheet shall represent North wherever possible).	✓	✓	✓	✓
19. Existing contours at five foot intervals. Elevations, where possible shall be reference to USGS control. Where minimum lot size is greater than 10 acres, 10 foot intervals adapted from USGS topographical maps may be accepted.	N/A	N/A	✓	N/A
20. General location and extent of any wooded areas, streams, lakes or other natural features.	✓	✓	✓	✓
21. Land located in the 100-year flood plain, expansive soils, landslides, shallow water table, polluted or non-potable water or other hazardous conditions.	✓	✓	✓	✓
22. Scale used on the plat.	✓	✓	✓	✓
23. Basis of Bearing and show all monuments used to establish the subdivision boundary.	N/A	N/A	N/A	N/A
24. Name of owner(s) of record.	✓	✓	✓	✓
25. Date plat was drawn.	✓	✓	✓	✓
26. Certification of Licensed Land Surveyor.	✓	✓	✓	✓
27. The statement “THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE” shall be on the face of all plats.	✓	✓	✓	✓
28. As applicable “NO PUBLIC MAINTENANCE OF STREETS OR ROADS,” “NO CENTRAL WATER SUPPLY SYSTEM” “NO PUBLIC SEWAGE SYSTEMS.”	✓	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
Exterior Boundary, Location				
29. The exterior boundaries of the platted tract in a heavy, solid line.	✓	✓	✓	✓
30. The Record (as applicable) and Measured bearings and distances.	✓	✓	✓	✓
31. Bearings, distances and curve data of all perimeter boundary lines shall be shown outside the boundary line.	✓	✓	✓	✓
32. On curved boundaries and all curves on the Plat, sufficient data shall be provided to enable re-establishment of curves. The curve data shall include, at a minimum, chord bearing, chord distance, radius and curve length.	✓	✓	✓	✓
33. Location and description of all pertinent monuments with a notation indicating which were found and which were set. When applicable, section, quarter and sixteenth lines shall be shown and labeled.	✓	✓	✓	✓
Interior Layout				
34. All lots and blocks designated by number and the area and approximate dimensions of each lot.	✓	✓	✓	✓
35. Dimensions of proposed parcels to the one-hundredth of a foot, drawn to scale or clearly dimensioned.	✓	✓	✓	✓
36. The location of natural or manmade features such as drainage ways, streams, roads, etc. on, or immediately adjacent, to the site.	✓	✓	✓	✓
37. Indicate all lot acreage to one-hundredth of an acre for parcels larger than or equal to 0.25 acres and square footage for parcels smaller than 0.25 acres.	✓	✓	✓	✓
38. The area, location, boundaries and dimensions of all parks, common areas and other grounds dedicated for public use, if applicable.	✓	✓	✓	✓
39. A summary stating the total gross area of the subdivision, the total right-of-way and total public area, if applicable.	✓	✓	✓	✓
40. All dimensions of irregularly shaped lots shall be shown.	✓	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
41. All lots and blocks shall be consecutively numbered. Lengths and arc lengths of lot lines shall be shown to hundredths of a foot and bearings shall be shown to the nearest second.	✓	✓	✓	✓
42. Lengths and arc lengths of lot lines shall be shown to the hundredths of a foot and bearings shall be shown to the nearest second. Lengths and bearings shall be given for all lot lines, except they need not be given for interior lot lines where the bearings and lengths are the same as those of both end lot lines.	✓	✓	✓	✓
43. A notation of the total acreage of the subdivision, the acreage of each lot to the nearest hundredth of an acre for lots over 0.25 acres or the square feet of each lot for lots 0.25 acres or less, and the total number of lots.	✓	✓	✓	✓
44. All easements delineated by dashed lines, their purpose, dimensions and bearings, including drainage and flood easements deemed necessary by the Applicable Director for the orderly development of land encompassed within the plat.	✓	✓	✓	✓
Streets				
45. Access from all proposed subdivisions to the nearest publicly dedicated road, provided via a dedicated right-of-way of not less than 60 feet in width.	✓	✓	✓	✓
46. Names of roads and streets. Show and identify the nearest publicly dedicated road. If the road does not abut the subdivision, the access road must also be shown.	✓	✓	✓	✓
Supplemental Requirements				
47. Names and addresses of all landowners within 1,000 feet of the subdivision boundary, excluding rights-of-way.	N/A	✓	✓	✓
48. ~~Chapter 23 DEQ Study.~~Wyoming DEQ Chapter 23 review	N/A	N/A	✓	✓
49. ~~Domestic Water Report signed by a Wyoming Licensed Engineer addressing how water will be provided to the subdivision. *Note: Please see Appendix 14 for an outline on how to complete this report.*~~Water provided or a report by a Licensed Engineer addressing the potential for water wells. Please see Appendix 14, On-Lot Well Report outline for information on how to complete this report.	✓	✓	N/A	N/A

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
50. Drainage information, especially with reference to any known 100-year flood plains.	N/A	✓	✓	✓
51. Drainage Report signed by an Engineer referencing any 100-year Flood Plains and addressing the need for any drainage easements, detention or crossings.	N/A	✓	✓	✓
52. Soils report, signed by an Engineer for review for adequacy by the Campbell County Conservation District. *Note: This is not a geo-technical report. Please see the Appendix ~~9~~ 8for an outline on how to complete the Soils Report.*	N/A	✓	✓	✓
53. Permits to Construct for all subdivision infrastructure including roads, water systems, drainage structures and any applicable utilities.	N/A	✓	N/A	✓
54. Application for Zoning, if applicable.	✓	✓	✓	✓
55. Permit to Access State Highway from the Wyoming Department of Transportation, if applicable	✓	✓	✓	✓
56. Easements across adjoining properties for any utilities that provide service to the subdivision.	✓	✓	✓	✓
57. One copy of satisfactory proof of ownership of the proposed subdivision.	✓	✓	✓	✓
58. Full Title Report, the report having been completed within the previous 3 months.	✓	✓	✓	✓
59. Consent to Subdivide signed by all owners, mortgagees or lien holders. The Consent to Subdivide may be placed on the face of the plat or prepared as a separate document. The document shall be written in a recordable format acceptable to the County Clerk's Office.	✓	✓	✓	✓
60. The applicant shall submit proof (Publisher's Affidavit) that the applicant has published notice of his intent to apply for a Subdivision Permit once each week for 2 weeks within 30 days prior to filing his application. The notice will include the name of the subdivider and the general location of the land to be subdivided. See Appendix 6 ~~BLANK~~ for an example publication notice.	N/A	✓	✓	✓

PLAT AND APPLICATION REQUIREMENTS CHECKLIST				
Submittal Item	**Admin. Plat**	**Minor Final Plat**	**Major Prelim. Plat**	**Major Final Plat**
61. Site Plan including the names of all adjacent landowners, and the following: • A drawing of the proposed subdivision boundary and parcels with the location and dimension of existing structures, fences, buildings and other surface improvements such as wells, septic tanks, and leach fields. • Existing contours at 5-foot intervals. Elevations, where possible, shall be referenced to USGS control. • Existing and proposed zoning and/or land use of the proposed subdivision and adjacent areas. • Location and size of existing/proposed water, sewer public/on-site and utility lines in and immediately adjacent to the proposed subdivision. • Proposed land use of the subdivision. • Existing land use of the adjacent parcels and land within the proposed subdivision. • Estimated mileage to the nearest public water system. • Estimated mileage to the nearest public sewer system. • Location of existing oil/gas wells and lines.	✓	✓	✓	✓
62. Homeowners or Landowners Association documents in accordance with guidelines established in Section 8.3 or appropriate documentation for the formation of an Improvement and Service District.	N/A	✓	✓	✓
63. Existing or proposed restrictive covenants, if applicable.	N/A	✓	✓	✓
64. Disclosure Statement and proof of placement of Disclosure Statement sign.	N/A	✓	✓	✓
65. Confirmation, by way of photos or an affidavit, that a Disclosure Statement sign has been placed at all accesses to the subdivision.	N/A	✓	✓	✓

APPENDIX 3: SAMPLE PLAT CERTIFICATES

The following contains formatting for all Certificates of Signature and plat vacation declaration statements.

A notarized certificate including notarized signatures of all parties having a titled interest in, or lien upon the land, consenting to the Plat and designating rights-of-way, shall be included on the face of the plat.

a. Example of Certificate of Signatures

The above or foregoing subdivision of (here insert a correct description of the land or parcel subdivided) as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

That the undersigned owners and proprietors of the land shown and described on this plat do hereby dedicate to the public for perpetual public use all streets, alleys, easements and other lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use. Utility easements as designated on this plat are hereby dedicated to the public for perpetual public use for installing, repairing, replacing and maintaining water lines, sewers, gas lines, electrical lines, telephone lines, cable TV lines and other forms and types of public utilities now or hereafter generally utilized by the public.

(Individuals, where applicable, should add:)

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.
(Execution by individuals or two officers of a corporation and corporate seal, if applicable:)
Executed this (day) day of (month) A.D., (year), by:

_____
Owner(s), Mortgagees, Lien holders

b. Certificate and signature of a Wyoming licensed land surveyor as follows:

I, (name), of (city), (state), hereby certify that this plat was made from notes taken during an actual survey performed during the month of (month), (year), by (name of surveyor) for whose work I stand personally responsible and that the survey is accurately represented on this plat and is set out on the ground as shown hereon.

_____ _____
Name Date
Wyoming L.S. No. _____

c. Certificate of approval of any incorporated municipality within one (1) mile of the subdivision, if pertinent, in accordance with W.S. 34-12-103, as follows:

Approved by the governing body of (Name of city or town, state) this (day) of (month) A.D., (year).

_____
Mayor
Attest:

_____
City or Town Clerk

d. Certificate of approval by the Campbell County Planning Commission as follows:

"Approved by the Campbell County Planning Commission this (day) of (month) A.D., (year).

_____
Chairman of the Planning Commission
Attest:

_____
Clerk of the Planning Commission"

e. For Administrative Plats, the Certificate of the Planning Commission and the Certificate of the Board of County Commissioners shall be replaced with the Certificate of the Director of Public Works and the County Planner & Zoning Administrator, which shall read as follows:

"The (re)subdivision of _____, to be known as _____ is hereby approved for filing as an Administrative Plat on _____ through authority granted by the Campbell County Subdivision Regulations.

_____
Director of Public Works

_____
County Planner & Zoning Administrator"

f. Certificate of approval by the Campbell County Board of County Commissioners:

"Approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming, this (day) of (month) A.D., (year).

_____
Chairman of the Board
Attest:

_____
Clerk of the Board"

g. Certificate of filing by the Campbell County Clerk.:

"I hereby certify that the above plat was filed for record in my office at _____ o'clock___ a.m./p.m. (month) (day), (year) and recorded in plat book number _____, page number _____.

_____
County Clerk

_____
Deputy

h. When the plat of a subdivision or resubdivision intends to vacate an existing easement, the location of the easement shall be shown on the plat with a notation that it is being vacated by the plat. In the case of vacating an existing subdivision or a portion of a subdivision, the following declaration shall appear on the face of the plat:

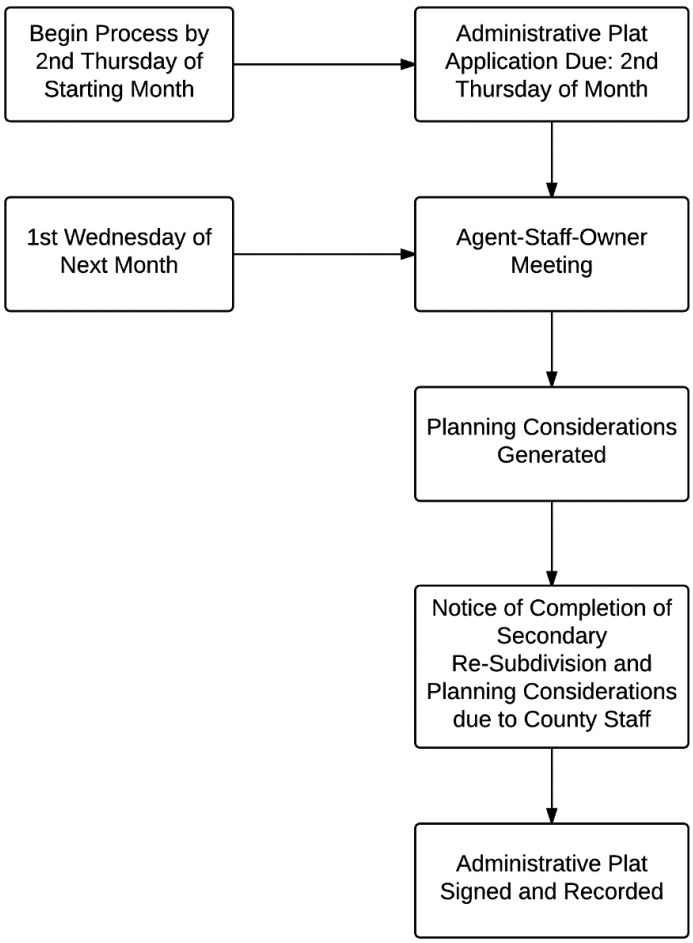
DECLARATION VACATING PREVIOUS PLATTING

This subdivision is the resubdivision of (subdivision or portion of subdivision being resubdivided), as recorded in Book _____ of Plats, Page _____ of the records of the Campbell County Clerk. All earlier plats or portions thereof, encompassed by the boundaries of this final plat, are hereby vacated.

APPENDIX 4: SUBDIVISION PROCESS FLOW CHARTS

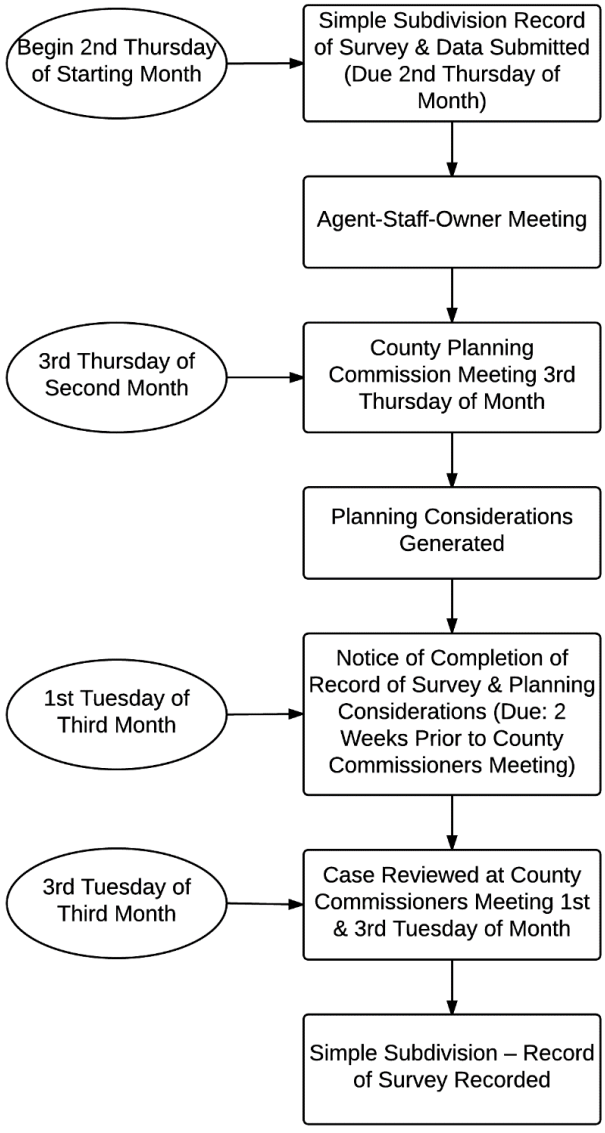
Administrative Plat Process

Note: This flow chart depicts minimum progression without delays pending timely and complete submittals of all documents.



Simple Subdivision Process

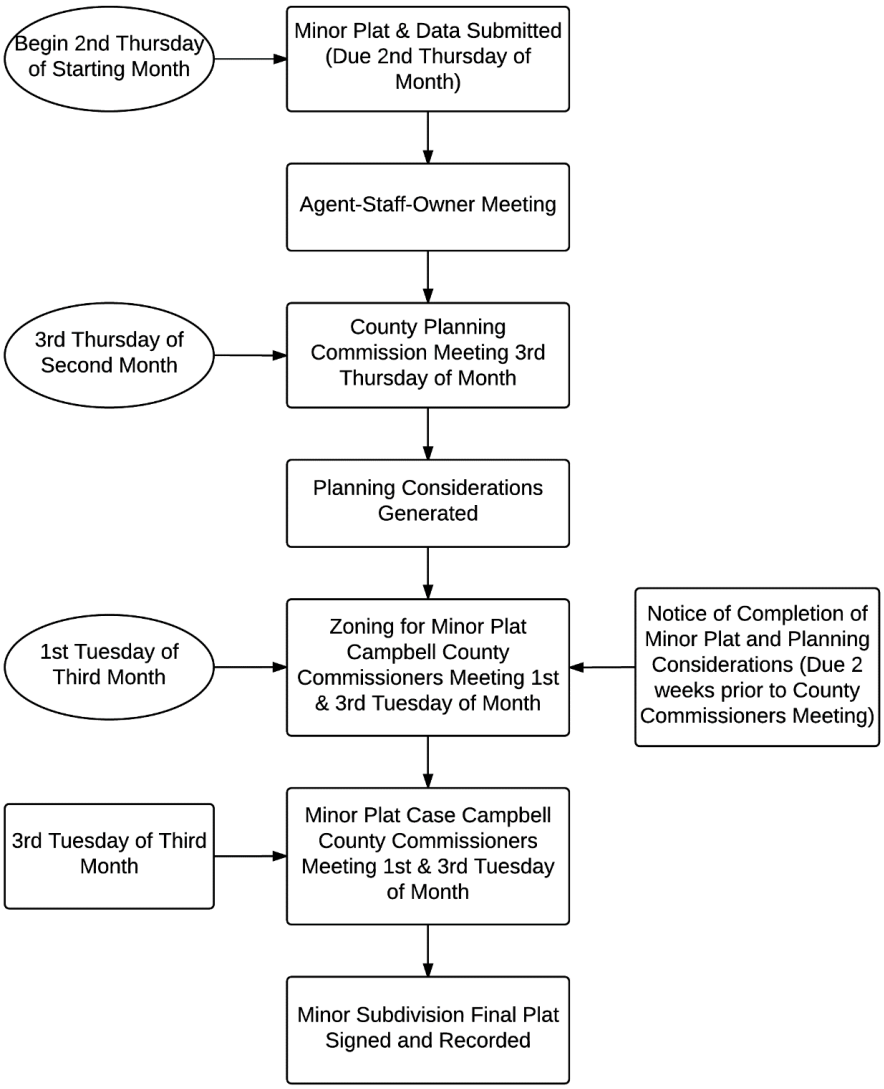
Note: This flow chart depicts minimum progression without delays pending timely and complete submittals of all documents.



Minor Subdivision Plat Subdivision Process

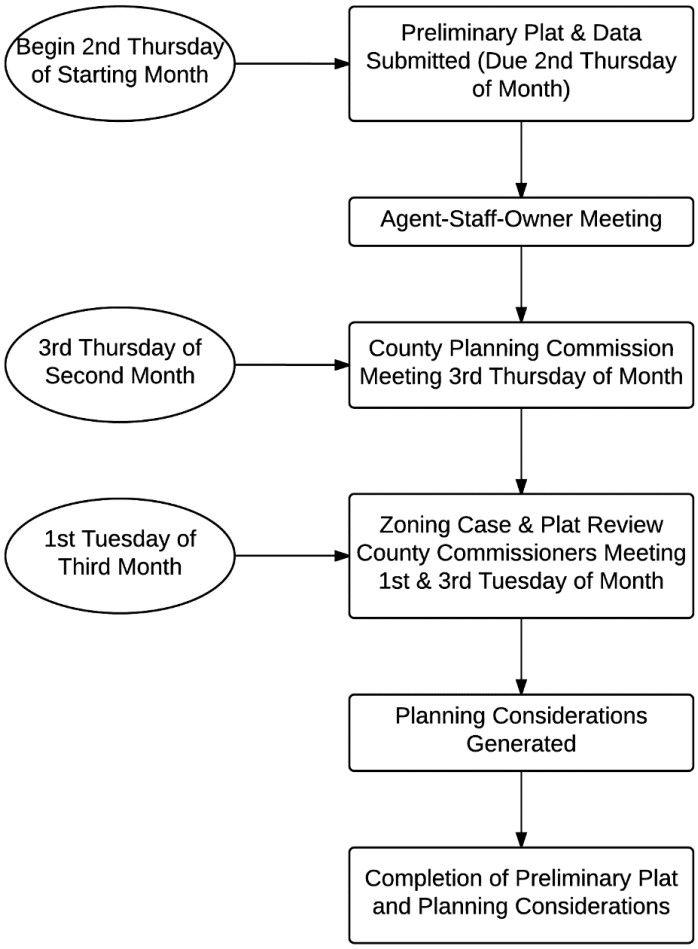
Notes: (1) This flow chart depicts minimum progression without delays pending timely and complete submittals of all documents.

(2) Zoning and Minor Plat will not go to the same County Commission Board Meeting



Major Subdivision - Preliminary Plat Process

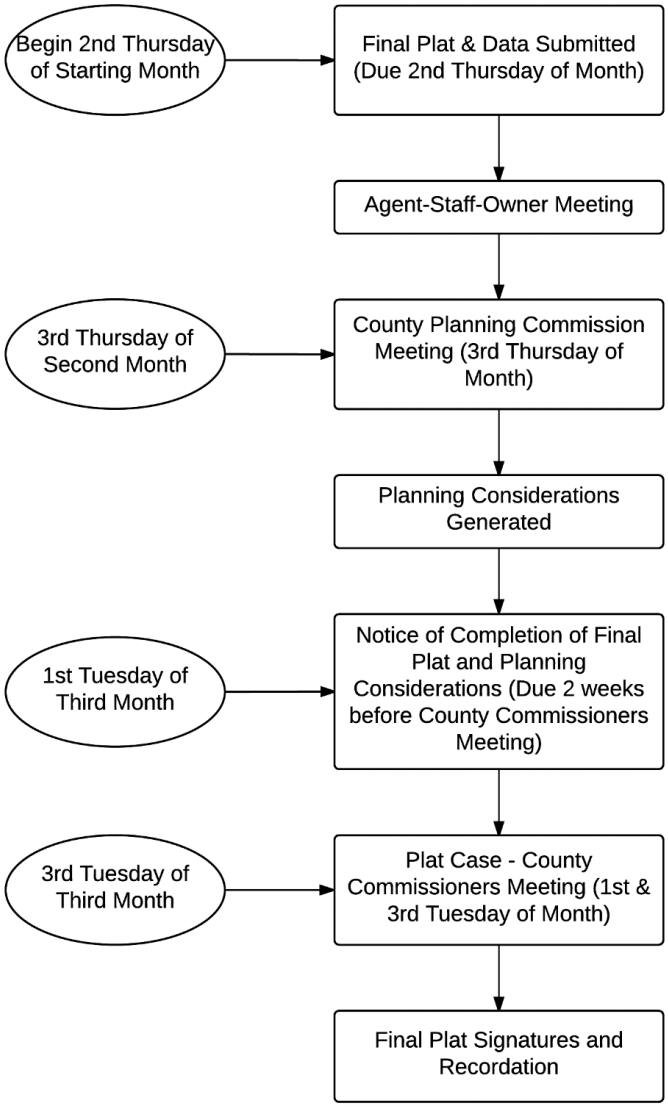
Note: This flow chart depicts minimum progression without delays pending timely and complete submittals of all documents.



Major Subdivision - Final Plat Process

Notes: (1) This flow chart depicts minimum progression without delays pending timely and complete submittals of all documents.

(2) Zoning and Final Plat will not go to the same County Commission Board Meeting.



APPENDIX 5: SKETCH PLAIN REQUIREMENTS

The sketch plan shall include the following;

(a) A map showing the general location of the proposed subdivision and the total area to be developed, the property boundaries of the area to be subdivided and the north arrow.

(b) Topographic contours from available information such as U.S.G.S. maps.

(c) Significant natural and manmade features such as streams, drainage ways, ridges, vegetation, roads, railroads, buildings, etc. on or immediately adjacent to the site.

(d) Proposed lot, street, park and open space layout indicating approximate sealed dimensions of lots.

(e) Proposed water source and system including general information about water rights, water quality. etc.

(f) Proposed sewage treatment system.

(g) Acreage of the proposed development.

(h) A map showing the general soil types and their boundaries as shown on available soil survey maps prepared by the Natural Resources Conservation Service.

(i) The name and addresses of the landowner, the subdivider or applicant and the person or firm responsible for the layout or design.

APPENDIX 6: EXAMPLE PUBLISHER'S AFFIDAVIT

As part of the subdivision application process, you are required to provide notice of your application for a Subdivision Permit and public hearing before the County Planning Commission. You are required to publish this notice ***two times, in two separate weeks***, in the local newspaper of record prior to the Planning Commission hearing.

Below you will find an example of the language needed for the notice. Please submit a copy of your notice with your application for a Subdivision Permit. The original should be forwarded to the newspaper for publishing.

NOTICE IS HEREBY GIVEN THAT (*Applicant's Name)*, CAMPBELL COUNTY, WY HAVE APPLIED FOR A PERMIT TO SUBDIVIDE (*Legal Description of Property to be Subdivided)*. A FINAL PLAT WILL BE REVIEWED AT THE (*Meeting Date)* CAMPBELL COUNTY PLANNING COMMISSION MEETING AT 7:00 P.M. IN THE CAMPBELL COUNTY COMMISSIONER'S CHAMBERS, 500 SOUTH GILLETTE AVENUE, GILLETTE, WYOMING. THE PLAT CAN BE REVIEWED AT THE OFFICE OF THE CAMPBELL COUNTY PLANNING AND ZONING DIVISION, 500 SOUTH GILLETTE AVENUE, SUITE 1500, GILLETTE, WYOMING.

APPENDIX 7: DRAINAGE REPORT OUTLINE

(a) Report.

(i) Cover Sheet.
- (A) Name of the Project.
- (B) Owner's name and address.
- (C) Developer's name and address.
- (D) Engineer's name, address, Wyo PE #.
- (E) Submittal date (and revision dates as applicable).

(ii) Site Location.
- (A) Township, Range, Section, and Quarter Section.
- (B) Existing and proposed streets, roads highways adjacent to and within the proposed development.

(iii) Property Description.
- (A) Area in acres.
- (B) Ground Cover, vegetation, site topography, and slopes.
- (C) Soils Classification (NRCS).
- (D) FEMA flood zones or low areas prone to flooding.
- (E) Significant geologic features.
- (F) Proposed land use.

(iv) Drainage Basins.
- (A) On site and off site drainage basins size.
- (B) Drainage basin characteristics, flow patterns, and paths.
- (C) Existing and proposed land uses within basins.
- (D) Discussion of existing channels/culverts upstream and downstream of project.

(v) Drainage Facility Design.
- (A) Hydrology determined using rational method, SCS curve method, or other appropriate method approved by the Department.
  - (I) Design storm: 25-year, 24-hour.
- (B) Drainage Channels and Swales.
  - (I) No bank or channel bottom erosion during design storm.
  - (II) Design storm contained within limits of the swale or channel. High water line must be delineated as drainage easement on plat.
- (C) Roadside ditches.
  - (I) No ditch erosion during the design storm.
  - (II) ~~Major~~ Ddesign storm contained within ditch ~~and road. No more than 8 inches of water allowed overtopping the road.~~
- (D) Culverts.
  - (I) Must convey design storm with no overtopping allowed and no erosion at inlets or outlets.
  - ~~(I)~~(II) Where a road crosses a major drainage, verify that during a 100-year storm there is no more than 8' of water overtopping the road.

(E) Storm drain piping/curb and gutter scenario.
(I) Contain design storm with no water in driving lanes.

(vi) Stormwater Detention.
(A) Historic flows for area.
(B) Developed flows based on proposed land use for development.
(C) Analysis of historic vs developed flows and detention recommendations for design storm.
(D) Detention Facility sizing and design (if applicable).
(I) Allowable release rates.
(II) Storage required and provided.
(III) Water surface elevations.
(IV) Comparison of historic and developed discharge at critical design points on the site and downstream of site.
(V) Maintenance requirements of facility.
(VI) Developments within City of Gillette plan district boundary are required to meet all City of Gillette requirements for stormwater detention.

(vii) Additional Project specific information as needed or as requested by the Department.

(b) Drainage Plan exhibit.

(i) 24" X 36" sheet(s).

(ii) Large scale for readablility.

(iii) Title block and legend.

(iv) Limits of all drainage basins, including offsite basins if feasible.

(v) Existing and Proposed.
(A) Roads, streets, and highways.
(B) General drainage patterns and flow paths with arrows depicting flow direction.
(C) Topographic contours with 5-foot maximum intervals.
(D) Stormwater conveyance methods (ditches, culverts, swales, channels, etc.).

(vi) FEMA flood zones.

(vii) Proposed drainage easements.

APPENDIX 8: SOILS REPORT OUTLINE

A soils report shall be completed for each subdivision by an Engineer. The NRCS (Natural Resources Conservation Service) data should be analyzed by the Engineer and used for the report. Additional soils tests including corrosivity tests, and percolation tests are recommended but not required. The following outline shows suggested analysis. This outline is not comprehensive and engineering judgment must be used beyond what could be listed, as each case must be evaluated independently.

(a) Identify each type of soil located within the proposed subdivision and describe its major properties. If there are multiple soil types, provide an exhibit that shows the location of each type relative to the lots of the subdivision.

(b) Address the adequacy of the soil for the following building and site development types:
- (i) Dwellings without basements.
- (ii) Dwellings with basements.
- (iii) Small commercial buildings.
- (iv) Shallow excavations.
- (v) Local roads and streets.
- (vi) Culverts (address material type).

(c) Identify any limitations that exist and describe ways to overcome the limitation(s). Make recommendations of any necessary investigations that should take place prior to development.

~~(d) Review the soil in the proposed subdivision regarding sanitary facilities. Identify the feasibility and the expected success of the following:~~
- ~~(i) Septic tank absorption fields.~~
- ~~(ii) Sewage lagoons.~~
- ~~(iii) Relevant public sewer system (if applicable).~~

APPENDIX 9: CENTRALIZED WATER SYSTEM REQUIREMENTS

Water systems shall meet the requirements of Wyoming DEQ Water Quality Rules and Regulations, Chapter 12, except as amended below:

(a) Section 5 repealed

(b) Section 6 c Treatment Facilities is repealed and replaced with the following:

A detailed description of the proposed treatment process and equipment shall be included in the design report if applicable.

(c) Section 7 c ii is repealed

(d) Section 7 c iv is repealed and replaced with the following:

Location of any sewer lines, septic tanks, or leach fields within 30 feet

(e) Section 7 d is repealed and replaced with the following:

The plans shall include a detailed description and layout of any storage tanks treatment facilities

(f) Section 7 f vii is repealed

(g) Section 8 c is repealed and replaced with the following:

Treatment is not required for potable water supplies that are bacteriologically, chemically, radiologically, and physically safe as determined by an Engineer. When disinfection equipment is necessary it shall be designed by and Engineer. Surface water supplies shall not be used for potable water systems.

(h) Section 8 d is repealed and replaced with the following:

When disinfection is necessary, one treatment unit capable of the maximum daily demand shall be required. Multiple pumping units are not required. Multiple treatment units are not required. Alternative power is not required unless fire protection is provided.

(i) Section 8 g is repealed and replaced with the following:

Pumping and treatment units shall be protected from the weather and suitable for atmospheres containing moisture and chorine.

(j) Sections 8 h, I, j, k, l, m, n are repealed and replaced with the following:

Safe access shall be provided to all pumping and treatment units, including adequate ventilation and a designated separate location for chemical storage.

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(k) Section 9 a is repealed and replaced with the following:

Surface water supplies shall not be used for potable water systems.

(l) Section 9 b i is modified as follows:

Number and capacity. The total developed groundwater source, along with other water sources, shall provide a combined capacity that shall equal or exceed the design maximum daily demand. *When this criteria cannot be met*, ~~A minimum of 2 wells, or 1 well and~~ finished water storage equal to twice the maximum daily demand shall be provided. ~~Where 2 wells are provided, the sources shall be capable of equaling or exceeding the design average daily demand with the largest producing well out of service.~~

(m) Section 9 b iii is repealed and replaced with the following:

Water well as-constructed data shall be provided by an Engineer demonstrating the water well was constructed in accordance with the Wyoming State Engineers Office Water well minimum construction standards. In addition, 40 feet of surface casing shall be installed and the annular space between the borehole and the surface casing shall be filled with cement, grout, of bentonite slurried material. The well bore shall not continue until the surface casing is installed. A copy of the U.W. 5 permit from the State Engineers Office shall be provided. Access and utility easements shall be provided. A water well and storage easement shall be provided and filed at the County Clerks office. Maintenance shall be provided for by a water well agreement or homeowner association documents filed at County Clerk's office.

(n) Section 10 is repealed and replaced with the following

Treatment is not required for potable water supplies that are bacteriologically, chemically, radiologically, and physically safe as determined by an Engineer. When disinfection equipment is necessary it shall be designed by and Engineer. Water quality testing shall be conducted and analyzed for the following: Total dissolved Solids, Nitrate and Nitrite as N, Total Coliform, Sulfates, Calcium, Magnesium, Sodium, Chloride, Iron, Zinc, Lead, Fluoride, Manganese, Copper, arsenic, pH, and E-coli and written report submitted by Engineer analyzing drinking water standards

(o) Section 11 is repealed

(p) Section 12 is repealed and replaced with the following:

Pumping facilities shall be designed by and Engineer, and shall be installed in an adequate location with proper access for maintenance. Pressure tanks shall be provided in accordance with pump manufacturers recommendations, however cumulative volume shall not be less than 3 gallons per service for variable speed pumps and 15 for conventional pumps.

(q) Section 13 a i is repealed and replaced with the following:

Storage is not required if a 24 hour pump test demonstrates the well can produce the maximum daily design flows and that a submersible pump has been installed which can provide minimum required pressures.

(r) Section 14 a is repealed and replaced with the following:

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Piping material shall be any material allowed for potable water piping in Table 605.4 2021 International Plumbing code.

(s) Section 14 b iv is repealed and replaced with the following:
When providing potable water to 4-6 service connections a looped supply line of no smaller than 2" in diameter shall be provided. When providing potable water to 7-9 service connections a looped supply line of no smaller than 3" in diameter shall be provided. Services of the same size shall be stubbed to each parcel.

(t) Section 14 b vii is repealed and replaced with the following:
Flushing hydrants shall be provided as determined by the design Engineer

(u) Section 14 i is repealed and replaced with the following:
Backflow prevention in accordance with 2021 International Plumbing code shall be installed on each service at the property line

(v) Section 15 is repealed

(w) Section 16 is repealed and replaced with the following:
After construction, systems shall be disinfected per Wyoming Public Works Standard specifications. Samples of water shall be drawn at each service location and submitted with the record drawings. As constructed plans shall be provided within 30 days of completion by the design Engineer showing bearings and distances from property corners to water lines and water services.

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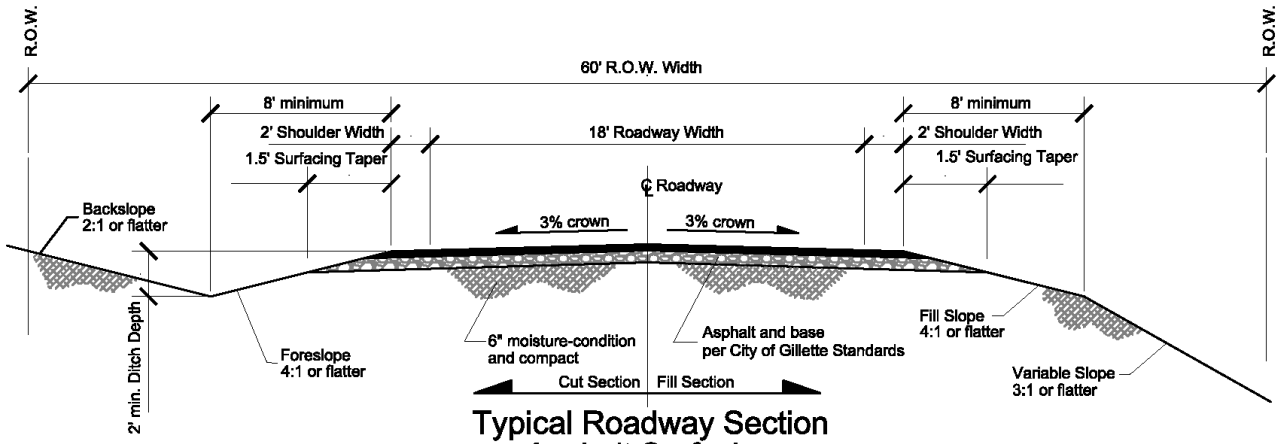
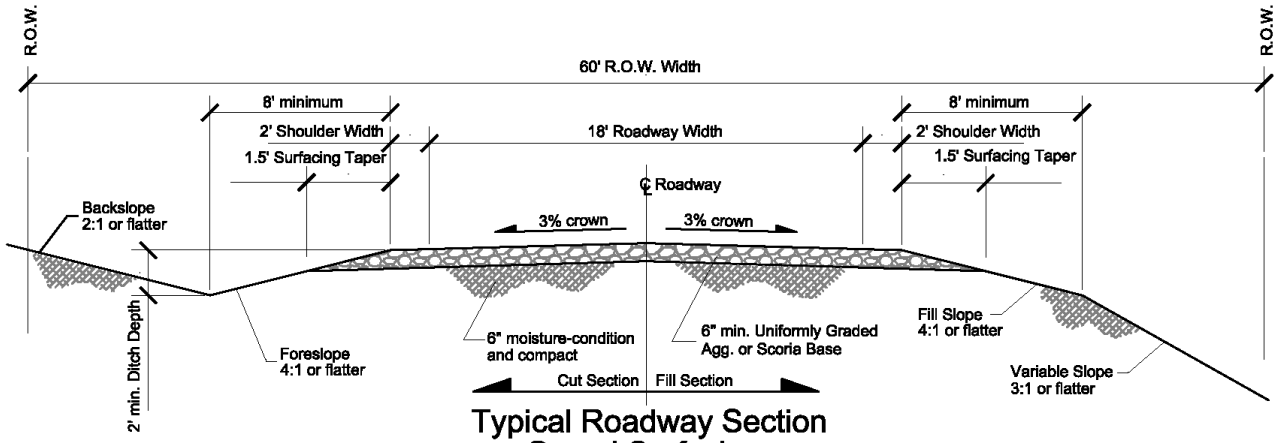


Typical Roadway Section
Asphalt Surfacing

Design Standards for Paved Rural Local Roadways					
	Design Variable	Value		Design Variable	Value
Geometric	Design Speed [1]	30 MPH (20 MPH School Zn.)	Cross Sectional	Crown [5]	3% minimum
	Horizontal Curvature [2]	AASHTO Chapter 3		Superelevation [5]	4% maximum rate Use modified runoff (AP-26)
	Vertical Curvature [2]	AASHTO Chapter 3		Vertical Clearance	Grade Sep.[3] 16.5' min. Power Line[5,6] 24' min. Railroad Sep.[7] RR Authority
	Sight Distance [2]	AASHTO Manual			
	Longitudinal Grade [5]	8% max unless approved		Surfacing Design [5]	6" Uniformly Graded Agg. or Scoria Base over 6" MDC
Cross Sectional	Roadway Width [2]	AASHTO Chapter 5 (18' min.)	Drainage	Min. Culvert Size [5]	12" diameter
	Shoulder Width [2]	AASHTO Chapter 5 (2' min.)		Hydrologic Design [5]	10 yr-24 hour design
	Surfacing Taper [5]	1.5' minimum taper length	Geotechnical	Required? [5]	No
	Fill/Fore Slope [5]	4:1 steepest 2' min. ditch/fill height	Bridge Design	Specifications [6]	AASHTO
	Backslope [5]	2:1 steepest		Review Require [9]	WYDOT Review/Approve
	Snow Study [5]	Not Required		Bridge Loading [3]	AASHTO HL93
Signage	Signage [10]	WTDOT/MUTCD Standards		Bridge Width [3]	26' minimum
			Right of Way	Width Required [11]	60' min.

[1] Per W.S. 31-5-301
[2] AASHTO A Policy on Geometric Design of Highways and Streets, Latest Edition
[3] AASHTO Design Guide for non-NHS State Highways, 2008
[4] AASHTO Roadside Design Guide, Latest Edition
[5] Campbell County Requirement
[6] W.S. 37-3-303 with Campbell County additions
[7] Local RR Authority to set clearance
[8] AASHTO Standard Specification for Highway Bridges, Latest Edition
[9] Per W.S. 24-2-106
[10] AASHTO Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition
[11] Campbell County Road Plan



Typical Roadway Section
Gravel Surfacing

Design Standards for Gravel Subdivision (Rural Local) Roadways					
	Design Variable	Value		Design Variable	Value
Geometric	Design Speed [1]	30 MPH (20 MPH School Zn.)	Cross Sectional	Crown [5]	3% minimum
	Horizontal Curvature [2]	AASHTO Chapter 3		Superelevation [5]	4% maximum rate Use modified runoff (AP-26)
	Vertical Curvature [2]	AASHTO Chapter 3		Vertical Clearance	Grade Sep.[3] 16.5' min. Power Line[5,6] 24' min. Railroad Sep.[7] RR Authority
	Sight Distance [2]	AASHTO Manual			
	Longitudinal Grade [5]	8% max unless approved		Surfacing Design [5]	6" Uniformly Graded Agg. or Scoria Base over 6" MDC
Cross Sectional	Roadway Width [2]	AASHTO Chapter 5 (18' min.)	Drainage	Min. Culvert Size [5]	12" diameter
	Shoulder Width [2]	AASHTO Chapter 5 (2' min.)		Hydrologic Design [5]	10 yr-24 hour design
	Surfacing Taper [5]	1.5' minimum taper length	Geotechnical	Required? [5]	No
	Fill/Fore Slope [5]	4:1 steepest 2' min. ditch/fill height	Bridge Design	Specifications [8]	AASHTO
	Backslope [5]	2:1 steepest		Review Require [9]	WYDOT Review/Approve
	Snow Study [3]	Not Required		Bridge Loading [3]	AASHTO HL93
Signage	Signage [10]	WTDOT/MUTCD Standards		Bridge Width [3]	26' minimum
			Right of Way	Width Required [11]	60' min.

[1] Per W.S. 31-5-301
[2] AASHTO A Policy on Geometric Design of Highways and Streets, Latest Edition
[3] AASHTO Design Guide for non-NHS State Highways, 2008
[4] AASHTO Roadside Design Guide, Latest Edition
[5] Campbell County Requirement
[6] W.S. 37-3-303 with Campbell County additions
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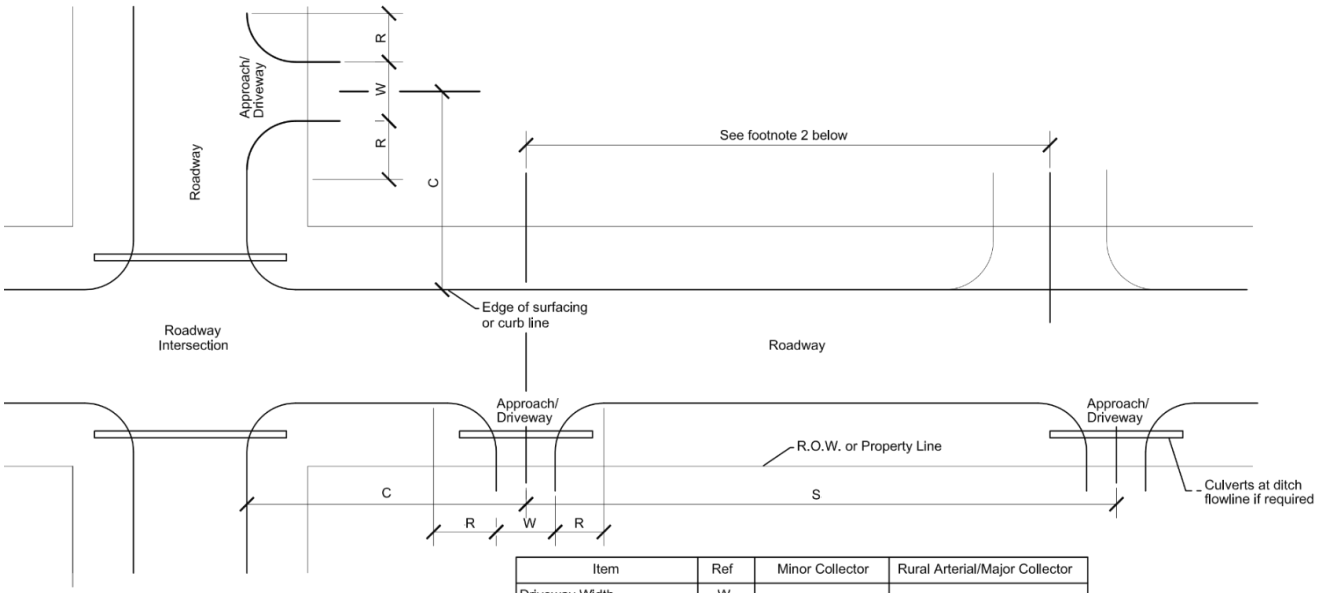

Approach/Driveway Geometry

Item	Ref	Minor Collector	Rural Arterial/Major Collector
Driveway Width	W		
Minimum		12 feet	12 feet
Maximum		60 feet	60 feet
Surfacing/Curb Radius	R		
Minimum		15 feet	15 feet
Maximum [3]		75 feet	75 feet
Approach/Driveway Spacing	C		
Minimum [4]		250 feet	250 feet
Maximum		–	–
Approach/Driveway Spacing	S		
Minimum		Stopping Sight [1]	Stopping Sight [1]
Maximum		–	–

[1] Stopping Sight Distance based on Roadway Design Speed and Longitudinal Grade

[2] If a major intersection on the far side of the roadway falls within the stopping sight distance, S, the location may be required to meet the full stopping sight distance.

[3] For approaches with substantial truck traffic, the 80' radius with offset and taper is recommended

[4] Minimum applies unless roadway property frontage does not allow minimum spacing

APPENDIX ~~11~~12: INDIVIDUAL ON LOT SANITARY SEWER REPORT OUTLINE

A report shall be completed by an Engineer regarding the potential for the subdivision to utilize individual on-lot septic systems for sanitary sewage disposal. Engineering judgement should be used during the preparation of this report. The following is a suggested outline and identifies the major items that should be investigated.

(a) Identify expected sewage flows for each lot and for the entire subdivision.

(b) Address any existing or proposed land and water uses in the vicinity of the subdivision that may not be compatible with on-lot septic systems.

(c) Review the soil for feasibility and expected success of on-lot septic systems. Provide an opinion on whether standard septic systems will be suitable for the subdivision or whether additional design and/or non-traditional methods will be required. Use the following to substantiate your opinion:
   (i) Refer to the soil type identified by NRCS and its expected result for leach fields
   (ii) Research the success of nearby septic systems in similar soils
   (iii) On-site observation of soil types
   (iv) Percolation tests (recommended, not required)
   (v) Other known information regarding soil properties in the area

(d) Verify that proper separation distances will be met between leech fields and that there is adequate area on each lot for a primary and replacement leech field that will not be located in:
   (i) Areas where the natural grade is greater than 15%.
   (ii) Areas subject to flooding during the 100-year storm.

(e) Give the distance to the nearest possible connection point to the City of Gillette's or Wright Water & Sewer District's wastewater system.

APPENDIX ~~12~~13: REGIONAL WATER EXEMPTION REPORT OUTLINE

All new Major and Minor Subdivisions located within the ~~Joint Planning Boundary~~Joint Review Area must develop a centralized water system, utilizing water from the Gillette Regional Water System, unless an exemption is granted.

A Regional Water Connection Exemption Report shall be submitted, stamped by a Wyoming Licensed Professional Engineer, along with a written request for exemption.
If granted, the exemption does not waive the requirement of a Centralized Water System, but instead allows connection to an alternate water source (i.e., newly permitted or existing water well, existing public water system, etc.). Accommodations for future connection to the regional water system will also be required to be installed at the time of development.

(a) Subdivision Description:
- (i) Name, location and size and number of proposed lots.
- (ii) Estimated water consumption for the subdivision.
- (iii) Mileage from City of Gillette corporate limits.
- (iv) Distance to nearest Gillette Regional Water System pipeline.

(b) Reasons for Exemption:
- (i) Location relative to regional extensions (provide a map showing distance).
- (ii) Timeline of availability of future regional extensions (provide a letter from City Water).
- (iii) Cost of a central well versus connection to the regional system (provide a cost estimate, sealed by a Licensed Professional Engineer).

(c) Summary of alternate water source:
- (i) Proposed alternate water source.
- (ii) Description of alternate water provider, if applicable.
- (iii) Letter of authorization to connect.
- (iv) State Engineer's Office commitment to a new well permit (provide a letter or copy of the approved well permit).

The report shall be sealed, signed and dated by Wyoming Licensed Professional Engineer.

The above outline shows suggested analysis. This outline is not comprehensive and engineering judgment must be used beyond what could be listed above, as each case must be evaluated independently.

APPENDIX ~~13~~14: ON-LOT WELL REPORT OUTLINE

(a) Address expected water usage for each lot and for the entire subdivision.

(b) Provide information relative to the potential availability and quality of groundwater proposed within the subdivision which may consist of new data, existing data on other working wells in the area, or other data, including drilling logs, from a test well drilled within the proposed subdivision indicating soil types, depth, quantity and quality of water produced in the test well.

(c) Provide documentation that the proposed water supply system will be compatible with and not be adversely affected by the sewage system proposed for the subdivision or any other sources of pollution within a reasonable distance.

(d) List all surface and groundwater rights which will be used or which will likely be affected, including state engineer application and permit numbers, and description of expected effects identified by the study.

(e) Identify the nearest distance to the Regional Water System's DSA (Designated Service Area) and the timeline for water availability at that location.

APPENDIX ~~14~~15: SUBDIVISION IMPROVEMENTS AGREEMENT

AGREEMENT RELATING TO
COMPLETION OF IMPROVEMENTS IN THE
SUBDIVISION

THIS AGREEMENT, entered into as of the _____ day of _____, 20____, by and between the BOARD OF CAMPBELL COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING (hereinafter called "County"), and _____ (hereinafter called "Subdivider").

WITNESSETH:

1. That the Subdivider has submitted to the County for approval an application for a subdivision permit and a subdivision plat of the _____ Subdivision; and
2. That certain improvements are required by the Campbell County Subdivision Regulations, (hereinafter called "regulations"), to be installed by the Subdivider; and
3. That the Subdivider is required by the regulations to install or guarantee the installation of all required public improvements according to plans and specifications approved by the County Engineer and the Wyoming Department of Environmental Quality prior to approval of the subdivision plat; and
4. That the amount of the guarantee is based on an estimate made by the County Engineer and is in an amount not less than 125% of the estimated cost of all required public improvements remaining to be installed and approved; and
5. That the Subdivider has furnished to the County a guarantee of the proper installation of public improvements in the following form: An Irrevocable Letter of Credit, Number from the _____ in the amount of dollars ($_____). That the expiration date of the Letter of Credit is no less than 120 days after the date of completion of the improvements as specified herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. All public improvements shall be designated on Exhibit "A" to this contract, attached hereto and incorporated herein by this reference, and being a list of the required improvements and Engineer's estimate of construction costs as approved by the County Engineer, shall be constructed and completed by the Subdivider according to the plans and specifications prepared by _____, and approved by and recognized as paid for by the County Engineer as hereinafter provided.
2. All improvements designated on Exhibit "A" shall be installed, constructed, completed and paid for by the Subdivider within _____ (___) months of the date hereof. All construction shall be performed in a good and workmanlike manner in accordance with all applicable County and State Standards, rules and regulations governing such construction.
3. The subdivider shall inform the County Engineer at least once a month as to the progress of construction, shall give written notice to the County Engineer of completion of improvements or categories thereof and shall cooperate in the reasonable inspection of improvements by the County Engineer.

4. Within 21 days after receipt of the above notice of completion, the County Engineer shall inspect the improvements to which the notice of completion applies and, within 21 days after receipt, give the Subdivider either written notice of approval or written notice of disapproval and corrective action required. Upon completion of corrective action, then notice, inspection and approval or disapproval of the same shall be required in a like manner as above. Written notice of approval of the County Engineer of an improvement or corrective action, or failure of the County Engineer to inspect, approve or disapprove the same within 21 business days from receipt of the compliance notice, shall constitute approval by the Board of Campbell County Commissioners of the completed improvements or corrective action under the terms of this agreement.

5. The estimated cost of constructing the public improvements is agreed to be that set forth in Exhibit "A". The Irrevocable Letter of Credit, Number _____ from the

   _____ in the amount of _____dollars ($_____) is to guarantee that the funds are available for the completion of the public improvements described in Exhibit "A". Upon completion of all public improvements and approval of the public improvements by the County Engineer, this agreement shall become null and void and of no force and effect in which event the Irrevocable Letter of Credit shall be returned to the Subdivider.

   If the improvements are not completed and approved on or before the end of the contract period, then the County shall take action necessary to obtain funds from the Irrevocable Letter of Credit to complete the described improvements and to recover the cost thereof including the administrative costs incurred as a result of the failure of timely completion.

   In the event the amount of the Irrevocable Letter of Credit is not sufficient to complete the improvements as designated in Exhibit "A" to the approval of the County Engineer then the Subdivider shall be liable for any such insufficiency. In the event the County does bring legal action to enforce such liability, then, it shall be entitled to all its cost of suit and reasonable attorney fees. The liability of the institution issuing the Irrevocable Letter of Credit shall not exceed the face amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate each of which is deemed an original, as to the date first above written.

BOARD OF COUNTY COMMISSIONERS

ATTEST: _____ Chairman

_____ County Clerk

SUBDIVIDER:

(Corporate seal and notary) _____

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by _____, this _____ day of _____, 20___.

Witness my hand and official seal.

_____ Notary Public

My Commission Expires:

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by _____,
this _____ day of _____, 20___.

Witness my hand and official seal.

_____ Notary Public

My Commission Expires:

APPENDIX ~~15:~~16 SUBDIVISION DISCLOSURE STATEMENT

Subdivision Disclosure Statements shall clearly and concisely present all facts related to the following items:

(a) Street construction and maintenance, including snow removal responsibility. Maintenance shall include the maintaining of any access easement from the point of a dedicated road to the point of accessing the subdivision.

(b) Water supply - design criteria and maintenance responsibilities and type of water supply provided; i.e., on-lot wells provided by purchaser, shared wells, community water system or public water system.

(c) Sewage disposal design criteria and maintenance responsibilities.

(d) Restrictive covenants - provide the following information:

  (i) Where copies of the recorded covenants may be obtained;

  (ii) Any existing covenants of record as applicable; or

  (iii) No new covenants created by this subdivision.

(e) Association fees - should be listed and described as to allocation of funds, penalties for non-payment, procedure for change in fees.

(f) Improvements Warranty – statement to notify purchasers that there is no subdivision warranty or guarantee on improvements installed by the developer.

(g) Garbage disposal - statement to define financial and physical responsibility.

(h) Telephone - Telephone company construction charge statement to define financial responsibility.

(i) Cable television charges - statement to define financial responsibilities.

(j) Street and traffic control signs and devices - statement to define construction and maintenance responsibilities.

(k) Street lighting - define construction and maintenance responsibilities.

(l) Culverts, Drainage - define construction and maintenance responsibilities.

(m) Zoning - status within subdivision and surrounding area.

(n) Fire protection - status and description.

(o) Building Codes - status of applicable codes which apply to construction within the subdivision.

(p) Electricity - statement to define financial responsibility for construction and connections.

(q) Postal Service - define level of service and responsibility of homeowner and developer as concerns mailbox construction and maintenance.

(r) Flood Plain - when applicable, a statement declaring the specific parcels which are in a flood plain.

(s) Mineral Rights – language to include: Fee interest in mineral ownership is not held as part of the surface ownership. New surface owners should be aware that, upon purchase of any land, there may be existing surface use agreements which may result in the drilling and production of oil and gas upon said land.

(t) Wildlife – statement to prospective purchasers of the possibility of damage to gardens, shrubs and trees which are the responsibility of the owner to protect.

(u) Easement – statement that no structures are to be constructed in easements.

(v) Disclaimer – language to include: BE ADVISED THAT CAMPBELL COUNTY, WYOMING ASSUMES NO LIABILITY BY VIRTUE OF THIS DISCLOSURE STATEMENT. CAMPBELL COUNTY HAS REQUIRED THIS DISCLOSURE STATEMENT IN ITS SUBDIVISION APPROVAL PROCESS SOLELY FOR THE PURPOSE OF INFORMING THE CONSUMER. CAMPBELL COUNTY DOES NOT IN ANY MANNER WARRANT OR GUARANTEE TO THE CONSUMER THAT THE AFOREMENTIONED STATEMENTS CONTAINED WITHIN THE DISCLOSURE STATEMENT ARE FACTUAL AS REPRESENTED. BE FURTHER ADVISED THAT THE PROPER RECOURSE FOR SHORTCOMINGS IN THE ABOVE DESCRIBED IMPROVEMENTS LIES BETWEEN THE CONSUMER AND THE DEVELOPER WHO MADE THIS DISCLOSURE STATEMENT.

THE PUBLIC IS INVITED AND ENCOURAGED TO OBTAIN OR REVIEW COPIES OF THIS DOCUMENT AND ALL OTHER DOCUMENTS PREVIOULSY MENTIONED. COPIES OF ALL DOCUMENTS ARE AVAILABLE AT THE OFFICE OF THE COUNTY CLERK OR PUBLIC WORKS UPON REQUEST AND RECEIPT OF PAYMENT FOR REPRODUCTION COSTS.

IN TESTIMONY WHEREOF, the undersigned owners have caused these presents to be signed:

_____

(Signature line)

APPENDIX 1~~6~~7: AFFIDAVIT FOR REAL ESTATE SALE OR TRANSFER

STATE OF WYOMING)

) §

COUNTY OF CAMPBELL)

The undersigned seller or transferor of real property hereby swears upon oath that the following facts are true and correct:

1. I have personal knowledge of the facts contained herein and have the authority to execute this document either as the seller or transferor of real property at issue or as an agent on behalf of the seller or transferor.

2. This affidavit concerns an interest in real property located in Campbell County, Wyoming and more particularly described as follows:

3. Attached hereto is a true and correct copy of the instrument conveying title to the seller or transferor of the above referenced real property.

4. This subdivision of land or sale of land is exempt from the subdivision laws of the State of Wyoming and Campbell County Subdivision Regulations as it meets one or more of the following exemptions (check all that apply):

   ❑ The subdivision of land was made outside of a platted subdivision for the purpose of a single gift or sale to a member of the landowner's immediate family, subject to the following requirements:

   A. A member of the immediate family is limited to any person who is a natural or adopted child, stepchild, spouse, sibling, grandchild, grandparent or parent of the landowner; and

   B. The purpose of the division is to provide for the housing, business or agricultural needs of the grantee; and

   C. The land shall have been titled in the name of the grantor for a period of not less than 5 years prior to the division and parcels created under this paragraph shall be titled in the name of the immediate family member for whom the division is made for a period of not less than one year unless such parcels are subject to involuntary transfer including, but not limited to, foreclosure, death, judicial sale, condemnation or bankruptcy; and

   D. No parcel smaller than 5 acres created under this exemption shall be further divided unless the owner obtains a proper subdivision permit pursuant to W.S. § 18-5-304.

   E. If the landowner is a corporation, the undersigned certifies that at least 80% of the shares are held by individuals related by blood or marriage and the transfer is being made to an immediate family member of a shareholder as defined above who has owned at least 5% of the outstanding shares for at least 5 years continuously before the date of sale.

   F. This gift or sale is being made to _____, as Grantee, whose relationship to the seller or transferor is _____.

- ❑ The division of land was or may be created by any court in the State of Wyoming pursuant to the law of eminent domain, by operation of law or by order of any court in this State.
- ❑ Is created by a lien, mortgage, deed of trust or any other security instrument, easements and rights-of-way.
- ❑ Concerns lands located within incorporated cities or towns.
- ❑ Is created by the sale or other disposition of land to the State of Wyoming or any political subdivision thereof and the political subdivision is _____.
- ❑ The division of land affects railroad rights-of-way.
- ❑ The division of land is a sale or other disposition of land solely for agricultural purposes or affects the alignment of property lines for agricultural purposes.
- ❑ The division of land was created by boundary line adjustments where the parcel subject of the sale or other disposition is adjacent to and merged with other land owned by the grantee.
- ❑ The division of land which creates cemetery lots.
- ❑ The division of land is created by the acquisition of an interest in land in the name of the husband and wife or other persons in joint tenancy or as tenants in common, and the interest shall be deemed for purposes of this section as only one (1) interest.
- ❑ The division of land is created by a parcel 5 acres or less for the purpose of establishing unmanned communication facilities, compressor stations, metering stations, fiber optic booster stations or similar unmanned facilities.
- ❑ The division of land was created where the parcel involved was 35 acres or larger and meets the following requirements:

    A. Ingress and egress and utility easements are provided to the parcel by binding and recordable easements of not less than 40 feet nor more than 60feet in width to a public road; or

    B. The Buyer, Grantee or Transferee, in a binding and recordable document, specifically waives the above.

5. The undersigned has read and understands that if the division of land does not meet one or more of the above exemptions, they are required to apply for a subdivision permit from Campbell County in accordance with the Campbell County Subdivision Regulations before the land is subdivided, advertised for sale or commence the physical layout or construction of the subdivision.

6. The undersigned has read and understands that Wyoming Statute §18-5-314 provides:

"***Any person who willfully violates any provision of this article or any rule or order issued under this article and any person who as an agent for a subdivider, developer or owner of subdivided land offers for sale any subdivided land or subdivisions without first complying with the provisions of this article shall upon conviction be fined not more than $500.00or imprisoned in a county jail for not more than 30days or both. Each day of violation constitutes a new offense."***

Dated this _____ day of _____, 20____.

UNDER PENALTY OF PERJURY, THE UNDERSIGNED EXECUTES THIS AFFIDAVIT.

Signature:_____ Signature:_____

Printed Name:_____ Printed Name: _____

ACKNOWLEDGMENT

Subscribed and sworn to before me on this _____ day of _____, 20____,

by _____.

Witness my hand and official seal.

_____

Notary Public

My commission expires:

The following page(s) contain the backup material for Agenda Item: 10:35 Board Appointments, Building Code Appeals

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

JUNE 2021 - BOARD OPENINGS

BOARD OPENINGS	Incumbents	Applicants
BUILDING CODE APPEALS BOARD		
Two (2) Three (3) Year Terms		
One must be HVAC Certified	Richard Cisneros Jr.	
One must be a Plumber	Robert Degen	Trenton Lake
Ending June 30, 2024		
One unexpired Three (3) Year Term	Rod Mathis (resigned)	Curtis Juby
Must be an Electrician		
Ending June 30, 2023		
Board Meeting Time	**Meet as Needed**	
CHILDREN'S DEVELOPMENTAL SERVICES	Bertine Bahige	Bertine Bahige - Incumbent*
Two (2) Three (3) Year Terms	Tyler Watts	Tyler Watts - Incumbent*
Ending June 30, 2024		Nicole Shelstad
		Teigan Thole
Monthly Board Meeting Time	**Last Wednesday of Month @ 6:00 PM**	**Next Meeting - June 30th**
JOINT POWERS FIRE BOARD	Jason Hawk	Jason Hawk - Incumbent*
One (1) Three (3) Year Term		Charles Butler
Ending June 30, 2024		
Monthly Board Meeting Time	**Second Wednesday @ 5:30 PM**	**Next Meeting - July 14th**
LIBRARY BOARD	Charlie Anderson	Charlie Anderson*
Two (2) Three (3) Year Terms	Amber Jackson-Jordan (moving)	Sage Bear
Ending June 30 , 2024		Charles Butler
		John Daly
		Nick Deegan
		Mark Junek
		~~Shirley Nyhus~~ - Withdrew
		Mandy Steward
Monthly Board Meeting Time	**Fourth Monday @ 4:00 PM**	**Next Meeting - June 28th**
MUSEUM BOARD	John Daly (max term limit)	
Two (2) Three (3) Year Terms	Tami Bishop (max term limit)	Norman Curtis
Ending June 30, 2023		Jane Gebhart
		Mark Junek
		Rocky Marquiss
		Steven Urman
Monthly Board Meeting Time	**Third Tuesday @ 6:00 PM**	**Next Meeting - July 20th**
PARKS & RECREATION BOARD	Clay Cundy (max term limit)	
One (1) Five (5) Year Term		Tanya Allee
Ending June 30, 2026		John Daly
		Andy Fitzgerald
One (1) Unexpired Five (5) Year Term	Justin Merryman (resigned)	Garrett Frei
Ending June 30, 2022		Ryan Gross
		Mark Junek
		Larry Steiger
Monthly Board Meeting Time	**Fourth Monday @ 5:00 PM**	**Next Meeting - June 28th**

Last Updated: 7/2/2021

JUNE 2021 - BOARD OPENINGS

BOARD OPENINGS	Incumbents	Applicants
PLANNING COMMISSION	Bob Jordan	Bob Jordan*
Two (2) Three (3) Year Terms	Marc Matlick	John Daly
Ending June 30, 2024		Jared Green
		Harry Kimbrough
		Anna Land
Monthly Board Meeting Time	**Third Thursday @ 7:00 PM**	**Next Meeting - June 17th**
PUBLIC HEALTH BOARD	Billie Wilkerson (served partial term)	Billie Wilkerson*
One (1) Five (5) Year Term		William Hoskinson
Must be a Physician		
Ending June 30, 2024		
Bi-monthly Board Meeting Time	**Third Thursday @ 7:00 PM**	**Next Meeting - July 15th**
PUBLIC LAND BOARD	Don Hamm (max term limit)	
One (1) Three (3) Year Term		Sean Acord
Ending June 30, 2024		Brandy Elder
		~~Jared Green~~ - withdrew
		Mark Junek
		Dale Janota
		Jim Oliver
		Tex McBride
		Larry Mills
		Skyler Pownall
Monthly Board Meeting Time	**Second Tuesday @ 6:00 PM**	**Next Meeting - July 8th**
SENIOR CENTER BOARD	Ruth Baughman	Ruth Baughman*
One (1) Three (3) Year Term		Mark Junek
Ending June 30, 2024		Ryan Gross
Monthly Board Meeting Time	**Fourth Wednesday @ 9:00 AM**	**Next Meeting - June 23rd**
REGIONAL WATER PANEL	Michael Stulken (resigned)	~~Jared Green~~ - withdrew
One (1) Unexpired Three (3) Year Term		Robert Hollander
Ending June 30, 2022		
Quarterly Board Meeting Time	**Third Tuesday 12:00 PM**	**Next Meeting - July 1st**
		Utilty Conference Room - City West
*** Incumbent**		

Last Updated: 7/2/2021

The following page(s) contain the backup material for Agenda Item: 11:00 Order Levying Requisite Taxes FY 2021-2022

*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.

ORDER LEVYING REQUISITE TAXES
FISCAL YEAR 2021/2022

WHEREAS, on June 15, 2021, this Board adopted a County budget for the 2021-2022 fiscal year ending June 30, 2022; and

WHEREAS, after deducting all other cash and estimated revenue, it is necessary for the balance to be raised by general taxation; and

WHEREAS, W.S. 39-13-102(g) provides that the Board of County Commissioners shall levy the requisite taxes for the year on or before the first Monday of August; and

WHEREAS, W.S. 11-5-111 provides that the Board of County Commissioners shall levy a tax to carry out the purpose of the Wyoming Weed and Pest Control Act; and

WHEREAS, W.S. 18-9-201(b) provides that the Board of County Commissioners may levy a tax for a Public Recreation District; and

WHEREAS, W.S. 21-13-201(a) provides that the Board of County Commissioners shall levy a tax of six (6) mills for the support and maintenance of the public schools; and

WHEREAS, W.S. 35-2-414(b) provides that the Board of County Commissioners shall levy a tax for hospital districts; and

WHEREAS, W.S. 35-8-314(b) provides that the Board of County Commissioners shall levy a tax for special cemetery districts; and

WHEREAS, W.S. 39-13-104(c)(i) provides that the Board of County Commissioners shall levy a tax for property within the limits of incorporated cities and towns; and

THEREFORE, IT IS HEREBY ORDERED that, pursuant to the above-cited statutory authorities, property taxes are levied to raise the following amounts for the Fiscal Year ending June 30, 2022:

	Amount	Mill Levy
County General Fund	$ 38,113,911	11.235
Campbell County Weed & Pest District	$ 2,296,567	0.677
Campbell County School District		
Public Schools	$ 20,355,435	6.000
Community Public Rec. Dist.	$ 3,392,572	1.000

BOCHES	$ 1,696,286	0.500
Campbell County Hospital District	$ 10,177,718	3.000
Campbell County Cemetery District	$ 3,058,333	0.901
City of Gillette	$ 2,363,825	8.000
Town of Wright	$ 86,513	8.000

Severability: If any provision of this resolution is held or deemed inoperative or unenforceable, the same shall not affect any other provision or directive which can be independently construed.

ORDERED this **7th** day of **July, 2021**

BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

_____
Robert L. Maul, Chairman

ATTEST:

_____
Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: 11:05 Resolution Approving Intervention in Litigation & for Employment of Counsel

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

RESOLUTION NO. _____

RESOLUTION APPROVING INTERVENTION IN LITIGATION AND FOR EMPLOYMENT OF COUNSEL

WHEREAS, Wyoming Statutes §18-3-302, §18-3-520 and §18-2-110 authorizes a board of county commissioners to employ an attorney to appear and assist the county and prosecuting attorney in any action or proceeding, whether civil or criminal, with the nature and necessity of such employment to appear in the record of the board; and

WHEREAS, litigation has been initiated against the United States Department of Interior challenging its decision to suspend oil and gas leasing on federal lands; and

WHEREAS, this agency action will negatively impact Campbell County and the Board of County Commissioners believes it is in the best interests of the county to seek to intervene in the litigation; and

WHEREAS, the firm of Budd-Falen Law Offices has agreed to represent counties wishing to intervene without financial cost; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Campbell County Commissioners hereby approves seeking intervention in litigation filed in the United States District Court for the District of Wyoming, Case No. 0:21-CV-00013-SWS and authorize the employment of Budd-Falen Law Offices to represent Campbell County in this matter.

DETERMINED AND RESOLVED this _____ day of July, 2021.

BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

_____
Robert L. Maul, Chairman

ATTEST:

_____
Susan Saunders, Campbell County Clerk

BUDD-FALEN LAW OFFICES
L.L.C.
ATTORNEYS FOR THE WEST

KAREN BUDD-FALEN [1]
FRANKLIN J. FALEN [2]
BRANDON L. JENSEN [3]

[1] ALSO LICENSED IN ID & NM
[2] ALSO LICENSED IN NE, SD & ND
[3] ALSO LICENSED IN CO & NM

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TERESA L. SLATTERY [4]
CONNER G. NICKLAS [5]
KATHERINE E. MERCK [6]

[4] ALSO LICENSED IN IL & TX
[5] ALSO LICENSED IN CO & MT
[6] ALSO LICENSED IN ID & MT

June 22, 2021

VIA E MAIL: SABrown@ccgov.net
Sean A. Brown
Deputy County and Prosecuting Attorney
Campbell County Attorney's Office
500 S. Gillette Ave., Ste. B200
Gillette, WY 82716

Re: Retention of Legal Services of Budd-Falen Law Offices, LLC

Dear Mr. Brown,

Thank you for choosing this law office to represent Campbell County with regard to the Biden executive order enacting an oil and gas federal leasing moratorium. We hope that with our assistance, this issue will be successfully resolved.

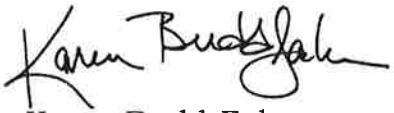
All fees for this are going to be charged to WRLC. There will no charges billed to the Campbell County.

This retainer letter also discloses to you that the attorneys in this firm have the capability to use telefax, cellular telephones and electronic mail. Please note that these devices do not guarantee that the information transmitted via their use will be kept absolutely confidential. As you may know, the use of scanners may allow unknown third parties to intercept communications made via e-mail, cellular telephones or other devices. Although this firm believes it is very unlikely that a third party would get confidential information in this manner, we wanted to inform you of this possibility. Please inform me, in writing, if you do not wish to have the information about your case transmitted via any of these devices.

If the terms recited above are acceptable, we will proceed as directed. To indicate your agreement to these terms, please endorse your approval on one of the enclosed copies of this letter as well as the credit terms and return the entire copy of each to our office. The additional copies are for your records. If you choose to have us discontinue our representation, please let us know in writing.

Again, thank you very much for considering the employment of our firm. We look forward to being of service to you.

Sincerely,



Karen Budd-Falen
BUDD-FALEN LAW OFFICES, LLC

KBF/skh
Enclosure: Credit Terms

APPROVED this _____ day of _____, 2021:

_____
(Client Signature)