

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DEL SHELSTAD Chairman
RUSTY BELL
BOB MAUL
COLLEEN FABER
DON HAMM

JUNE 21, 2022

08:00 BOARD BRIEFING | 09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
-

COMMISSION CALENDAR OF EVENTS

- B. Commission Report

REGULAR BUSINESS

- | | |
|--|-----------------------|
| C. 9:05 Clerk of District Court Cooperative Agreement | Cheryl Chitwood |
| D. 9:10 Early Intervention & Education Program Part B Contract | Bob Tranas |
| E. 9:15 Early Intervention & Education Program Part C Contract | Bob Tranas |
| F. 9:20 UW Extension Office Services MOU | Kim Fry |
| G. 9:25 Public Health Preparedness and Response Contract | Jane Glaser |
| H. 9:30 Amendment One for Air Service MOU | Todd Chatfield |
| I. 9:35 Reclassification of Positions | Brandy Elder |
| J. 9:40 Personnel Guidelines Update – Personnel Committee | Brandy Elder |
| K. 9:45 Saddle Ridge Subdivision Final Plat | Sam Proffer |
| L. 9:50 Bishop Road Alteration & Vacation – Written Comments | Kevin Geis/Matt Olsen |
| M. 9:55 Congressional Tour Initiative MOU | Commissioner Bell |
| N. 10:00 Budget Adoption FY 2022-2023 | Kendra Anderson |
| O. 10:05 BLM Land Exchange | Todd Yeager |

PUBLIC COMMENT

- P. 10:30 For the Good of the County*

ADJOURN

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

Consent Agenda

MINUTES

Board of Commissioners Directors Workshop, June 6, 2022

Board of Commissioners Regular Meeting, June 7, 2022

MONTHLY REPORTS

Clerk of District Court – May 2022

Sheriff's Office – May 2022

Sheriff's Office, Detention – May 2022

Treasurer's Office – May 2022

PAYROLL PAYMENTS

May 28, 2022

BUDGET REQUEST TRANSFERS

CLIMB Wyoming – Transfer \$750.00 from Tuition to Salary

CREDIT CARD REQUESTS

Commissioners Office – Denton Knapp, Executive Director of Administration, Credit Limit \$5,000

LINE ITEM TRANSFERS

Adult Treatment Courts

Transfer \$150.00 from 40210.6145.10 Quality of Life to 40210.6053 Telephone

Airport

Transfer \$26.00 from 751.6053 Telephone to 751.6093 Publication/Legal Notice

Transfer \$360.00 from 751.6281 Automobile to 751.6114 Propane, Natural Gas

Transfer \$226.00 from 751.6282 from Airplane, Train, Bus to 751.6114 Propane, Natural Gas

Transfer \$736.00 from 751.6323 Water and Sewer Engineer to 751.6114 Propane, Natural Gas

Transfer \$146.00 from 751.6517.1 Tuition and Fees to 751.6114 Propane, Natural Gas

Transfer \$100.00 from 751.6517.2 Staff Development to 751.6114 Propane, Natural Gas

Transfer \$570.00 from 751.6517.3 Conference/Seminar/Wrk to 751.6114 Propane, Natural Gas

Transfer \$600.00 from 751.6553 Uniforms to 751.6114 Propane, Natural Gas

Transfer \$1,000.00 from 751.6752 Tires and Chains to 751.6114 Propane, Natural Gas

Transfer \$300.00 from 751.6760 Lighting Maintenance to 751.6114 Propane, Natural Gas

Transfer \$271.00 from 751.6763 Radio Equipment to 751.6114 Propane, Natural Gas

Transfer \$395.00 from 751.6777.3 Hangar Maintenance to 751.6777.6 General Aviation Bldg

Transfer \$15.00 from 751.6777 Terminal Maintenance to 751.6777.6 General Aviation Bldg

Transfer \$381.24 from 751.6719 Property Taxes to 751.6052 Postage and Freight

Assessor

Transfer \$1,500.00 from 041.6022 Full Time – Regular to 041.6283 Meals & Lodging

Transfer \$1,000.00 from 041.6022 Full Time – Regular to 041.6531 General Supplies

Transfer \$1,500.00 from 041.6022 Full Time – Regular to 041.6145 Consulting-General

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Children's Development Services

Transfer \$72.00 from 704.6052 Postage and Freight to 704.6102 Assoc. Comm. Dues and Fees

Transfer \$321.01 from 704.6181.02 Other Parent Services/Child Care to 704.6102 Associate Dues

Transfer \$683.67 from 702.6762.4 Kitchen Maintenance and 702.6690 Kitchen Supplies

Transfer \$550.00 from 704.6181.02 Other Parent Services/Child Care to 704.6111 Utilities

Transfer \$544.44 from 701.7214 Technology/Phone/Pro Care Software to 701.6102 Collection Agency

Transfer \$396.94 from 703.6093.01 Recruitment Relocation to 703.6554 School Supplies

Transfer \$22.50 from 702.6072 Handbooks, Printing to 702.6381 Background Check

Transfer \$71.72 from 701.6111 Electricity, Water, & Sewer to 701.6114 Propane & Natural Gas

Clerk

Transfer \$2,000.00 from 023.6052 Postage and Freight to 023.6234 Office Equip. Maint Contract

Transfer \$1,000.00 from 023.6283 Meals and Lodging to 023.6531 General Supplies

Transfer \$700.00 from 021.6283 Meals and Lodging to 021.6101 Periodicals

Transfer \$300.00 from 021.6283 Meals and Lodging to 021.6281 Automobile

Extension

Transfer \$250.59 from 101.6762.3 Repairs Vehicle Maint. to 102.6319 University of Wyoming

Transfer \$200.00 from 101.6281 Automobile to 102.6349 University of Wyoming

Transfer \$866.41 from 101.6531 Supplies to 102.6349 University of Wyoming

Library

Transfer \$2,500.00 from 713.6112 Electricity to 713.6114 Propane, Natural Gas

Transfer \$90.00 from 714.6115 Water & Sewer to 714.6053 Telephone

Transfer \$250 from 714.6112 Electricity to 714.6114 Propane, Natural Gas

Parks and Recreation

Transfer \$3,900.00 from 7710.6704 Pesticides to 7710.6703 Seed and Sod

Transfer \$1,000.00 from 7710.6777 Building Maintenance to 7710.6703 Seed and Sod

Transfer \$1,000.00 from 7710.6770 Ground Maintenance to 7710.6703 Seed and Sod

Transfer \$800.00 from 7710.7362 Special Events to 7710.6703 Seed and Sod

Transfer \$100.00 from 7710.6690 Shop Supplies to 7710.6970 Port-A-John

Transfer \$1,690.00 from 7705.6321 Contract Labor to 7705.6686 Pool Supplies

Transfer \$3,150.00 from 7705.6777 Building Maintenance to 7705.6686 Pool Supplies

Transfer \$1,000.00 from 7705.6767 General Equipment to 7705.6686 Pool Supplies

Transfer \$455.00 from 7705.7354.29 Road Races to 7705.6686 Pool Supplies

Transfer \$675.00 from 7705.7354.05 Softball to 7705.6686 Pool Supplies

Transfer \$48.00 from 7705.6024.438 Climbing Instructor to 7705.6025 Part Time – O.T.

Transfer \$2,922.00 from 7705.6024.303 Pool Staff Instructor to 7705.6024.420 Basketball Adult

Transfer \$1,500.00 from 7710.6024.313 Club House Outside Service to 7710.6025 Part Time

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– O.T.

Transfer \$4,050.00 from 7710.6020 Full Time – Regular to 7710.6102 Assoc,Dues,Fees
Transfer \$150.00 from 7710.6020 Full Time – Regular to 7710.6166 Professional Fees
Transfer \$1,500.00 from 7710.6020 Full Time – Regular to 7710.6673 Gasoline
Transfer \$900.00 from 7710.6020 Full Time – Regular to 7710.6674 Diesel
Transfer \$12,000.00 from 7710-6020 Full Time to 7710.6112 Electricity
Transfer \$4,300.00 from 7710-6020 Full Time to 7710.6114 Propane, Natural Gas
Transfer \$1,900.00 from 7710.6020 Full Time to 7710.6115 Water, Sewer
Transfer \$436.00 from 7702.6024.322 I.A. Custodial to 7702.6024.310 I.A. Facility Monitor
Transfer \$141.00 from 7702.6024.322 I.A. Custodial to 7702.6024.311 Skate Instructor
Transfer \$29.00 from 7704.6517.5 Meals & Lodging to 7702.6517.5 Meals & Lodging
Transfer \$7,100.00 from 7704.7362.01 Festival of Lights to 7704.6673 Gasoline
Transfer \$3,490.00 from 7704.6111 Electric/Water/Sewer to 7702.6111 Electric/Water/Sewer
Transfer \$1,710.00 from 7704.6114 Propane/Natural Gas to 7702.6114 Propane/Natural Gas
Transfer \$900.00 from 7708.6777 Building Maint. to 7702.6767 General Equipment
Transfer \$1,000.00 from 7708.6111 Electric/Water/Sewer to 7708.6114 Propane/Natural Gas

Public Works

Transfer \$12,000.00 from 083.7271.16 Replace Sump Pit Pumps to 083.7271.16 Annual Shut Down
Transfer \$3,377.60 from 020.7085 District Support Grants to 020.7085.39 Overbrook I&S
Transfer \$300.00 from 481.6517.4 Travel and Transportation to 481.6553 Clothing

Road & Bridge

Transfer \$3,000.00 from 141.6111 Electric to 141.6114 Natural Gas

Treasurer

Transfer \$630.00 from 031.6767 General Equipment to 031.6531 General Supplies
Transfer \$500.00 from 031.6517.4 Travel & Transportation to 031.6281 Automobile

POSITION VACANCY JUSTIFICATIONS

Children's Developmental Services – Instructional Assistant
Library – Librarian - Tech Service
Parks & Recreation Bell Knob - Mechanic
Road & Bridge – Equipment Operator
Treasurer's Office – Deputy County Treasurer I

STATE ELECTRICIAN LICENSE RENEWAL

Jeffery Holder – Master Electrician

HAND WARRANTS

WAG – Division of Criminal Investigation	\$45.00
Campco Federal Credit Union	226.01
Campbell County Clerk Tax Account	278,720.94
Campbell County Treasurer – FLX/HSA	40,977.61
Circuit Court of Campbell County	68.75
Sheridan County Circuit Court	292.80

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Great West Trust Company
Wyoming Child Support

27,790.00
1,497.36

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

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Office of County Commissioners
June 6, 2022
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, June 6, 2022, at 1:30 PM.

Present were Rusty Bell, Colleen Faber, Don Hamm, Del Shelstad, Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Leslie Perkins, Community & Government Relations Coordinator; Kevin Geis, Road and Bridge Director; Matt Olsen, Public Works Director; Paul Wallem, County Coroner; Kelly Wallem, County Attorney Office Manager; Sandra Beeman, Commissioners Administrative Coordinator and Denton Knapp, Commissioners Administrative Director.

Beth Kirsch, Senior System Support Analyst and Tyler Project Manager, provided an update on the Tyler Project.

Kevin Geis provided updates on county roads, dust control, striping, the T-7 Road, Bishop Road, Dry Fork discussions on road closures due to blasting and North Garner Lake Road.

Matt Olsen provided updates on the Innovation Center, Pronghorn Industrial Park, Natural Resource Land Use Plan, Courthouse Annex project, Public Works creating the bid documents for Camporee, and the school district and the property on Warlow Drive.

Sandra Beeman discussed the Gillette Area Leadership sponsorship for three employees, interview dates for board applicants and upcoming events.

A workshop was held with Gail Lofing with the Chamber of Commerce on the One-Percent Tax Survey questions.

There being no further business to come before the Commissioners, the meeting was adjourned at 2:55 PM.

Susan F. Saunders, County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
June 7, 2022
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, June 7, 2022. Chairman Shelstad called the meeting to order at 9:00 AM. Pastor Lyn Davenport led in prayer and Chairman Shelstad led the Pledge of Allegiance.

Present were Del Shelstad, Rusty Bell, Bob Maul, Collen Faber, Don Hamm, Commissioners; Susan F. Saunders, County Clerk; Mitch Damsky County Attorney, and Denton Knapp, Commissioners Administrative Director.

The following consent agenda was presented:

MINUTES

Board of Commissioners Directors Workshop, May 16, 2022
Board of Commissioners Executive Session, May 16, 2022
Board of Commissioners Regular Meeting, May 17, 2022
Board of Commissioners Special Meeting, May 23, 2022
Board of Commissioners Executive Session, May 23, 2022

MONTHLY REPORTS

County Clerk – May 2022
Sheriff's Office, Detention – April 2022

PAYROLL PAYMENTS

May 14, 2022
May 31, 2022

CANCELLATION/REBATE OF TAXES

#4373, 4374, 4375, 4376, 4377, 4378, 4379, 4380, 4381, 4382, 4383, 2021-52, 2021-53, 2021-54, 2021-55, 2021-56, 2021-57, 2021-58, 2021-59, 2021-60, 2021-61, 2021-62, 2021-63, 2021-64, 2021-65, 2021-66, 2021-67, 2021-68, 2021-69, 2021-70, 2021-71, 2021-72, 2021-73, 2021-74, 2021-75, 2021-76, 2021-77

ACCEPTANCE CERTIFICATE

North Garner Lake Road Reconstruction Project #5349002 (Phase 2) has been completed in accordance with plans and specifications prepared by the Wyoming Department of Transportation.

CONTINGENCY REQUEST

Emergency Management – A \$1,500 donation from Devon Energy was placed in the general fund in 2020. Requesting the transfer of \$1,500 from Operating Contingency (013.7531) to Emergency Management Operating (411.6767) for the purchase of sonic sensors.

LINE-ITEM TRANSFERS

Airport - Transfer \$1,000.00 from 751.6517.3 Conference/Seminar/Wrk to 751.6517.1 Tuition and Fees; transfer \$200.00 from 751.6281 Automobile to 751.6283 Meals and Lodging

Assessor - Transfer \$17.04 from 041.6101 Periodicals to 041.6531 General Supplies; transfer \$151.91 from 041.6053 Telephone to 041.6531 General Supplies

Attorney - Transfer \$5,000.00 from 061.6131 Medical to 061.6140 Legal

Children's Developmental Services - Transfer \$265.00 from 704.6181.04 Health Services to 704.6531 General Supplies; transfer \$1,500 from 704.6181.04 Health Services to 704.6146.01 Consulting/Training; transfer \$1,235 from 704.6181.04 Health Services to 704.6146.09 Tech Assist Current; transfer \$43.00 from 704.6181.03 Family Enrichment Counseling to 704.6146.09 Tech Assist Current

Extension - Transfer \$115.49 from 102.6283 Meals & Lodging to 102.6517.4 Travel & Transportation; transfer \$1.61 from 102.6281 Automobile to 102.6517.4 Travel & Transportation; transfer \$39.40 from 103.6281 Automobile to 103.7343 Program Support; transfer \$71.01 from 103.6283 Meals & Lodging to 103.7343 Program Support; transfer \$121.74 from 103.6517.4 Travel & Transportation to 103.7343 Program Support; transfer \$100.00 from 101.6531 Supplies to 101.6762 Office Furniture & Equipment; transfer \$249.60 from 101.6234.1 Copier Maintenance to 101.6052 Postage; 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; transfer \$47.00 from 104.6282 Airplane, Train, Bus to 104.6517.3 Conference/Seminar; transfer \$333.43 from 104.6282 Airplane, Train, Bus to 104.7488 Program Support; transfer \$319.00 from 104.6283 Meals & Lodging to 104.7488 Program Support; transfer \$656.00 from 104.6517.5 Meals & Lodging to 104.7488 Program Support

ITS - Transfer \$1,200.00 from 231.6517.2 Staff Development to 231.6392 Telephone Maint Svc

Museum - Transfer \$1,500.00 from 721.6112 Electricity to 721.6114 Propane, Natural Gas; transfer \$1,300.00 from 721.6517.3 Conference/Seminar to 721.6092 Advertising

Parks & Recreation - Transfer \$8,175.00 from 7710.6022 Full Time to 7701.6022 Full Time; transfer \$5,768.00 from 7710.6022 Full Time to 7701.6023 Overtime; transfer \$5,185.00 from 7704.6022 Full Time to 7702.6023 Overtime; transfer \$605.00 from 7703.6022 Full Time to 7703.6023 Overtime; transfer \$2,940.00 from 7704.6022 Full Time to 7704.6023 Overtime; transfer \$29,000.00 from 7705.6024 Part Time to 7705.6022 Full Time; transfer \$8,455.00 from 7704.6022 Full Time to 7705.6022 Full Time; transfer \$375.00 from 7710.6022 Full Time to 7705.6023 Overtime; transfer \$2,610.00 from 7710.6022 Full Time to 7710.6023 Overtime

Public Health - Transfer \$15,000.00 from 181.6664 Serum to 501.6671.02 Vaccine

Public Works - Transfer \$670.95 from 020.7085 District Support Grants to 020.7085.21 Rocky Point I&S

Road & Bridge - Transfer \$30,000.00 from 141.6023 FT-OT to 141.6673 Gasoline; transfer \$12,000.00 from 141.6024 to PT-Reg to 141.6674 Diesel; transfer \$1,500.00 from 141.6025 PT-OT to 141.6674 Diesel; transfer \$195,000.00 from 141.6022 FT-Reg to 141.6674 Diesel; transfer \$75,000.00 from 141.6042.1 Retirement to 141.6674 Diesel; transfer \$60,000.00 from 141.6902 Culverts to 141.6751 Vehicle Parts (Not Capital); transfer \$50,000.00 from 141.6891 Oil, Concrete, Dust to 141.6751 Vehicle Parts (Not Capital)

Sheriff - Transfer \$25,000.00 from 052.6662 to Prisoner Medical to 052.6117 Heat, Lights & Water; transfer \$3,400.00 from 052.6662 Prisoner Medical to 052.6334 Pre-Employment Wellness; transfer \$8,000.00 from 052.6662 Prisoner Medical to

051.6673 Gasoline; transfer \$1,000.00 from 052.6662 Prisoner Medical to 051.6696 K-9 Expense; transfer \$3,000.00 from 052.6662 Prisoner Medical to 052.6553

Clothing/Uniforms

MOBILE COMPUTING DEVICE REQUEST

Parks & Recreation – Email Access for Paul Kleiner, Parks Maintenance Tech

POSITION VACANCY JUSTIFICATIONS

Emergency Management – Deputy Emergency Management Coordinator

Library – Circulation Services Specialist

Library – Youth Services Specialist (2 Positions)

Public Health – Administrative Assistance

Sheriff's Office – Custodian I

Sheriff's Office – Detention Officer

HAND WARRANTS

Campco Federal Credit Union	\$226.01
Campbell County Clerk Tax Account	262,342.01
Campbell County Treasurer – FLX/HSA	39,551.29
Circuit Court of Campbell County	154.30
Great West Company	26,565.00
Wyoming Child Support	1,513.51
WAG Criminal Investigation	15.00
Wyoming Department of Revenue & Taxation	71.02
HM Life Insurance Company	161,502.29
Campco Federal Credit Union	950.00
Campbell County Clerk Tax Account	19,066.75
Campbell County Treasurer – FLX/HSA	2,135.83
Great West Trust Company	4,555.00
Campco Federal Credit Union	226.01
Campbell County Clerk Tax Account	261,897.67
Campbell County Treasurer – FLX/HSA	40,387.61
Circuit Court of Campbell County	81.12
Sheridan County Circuit Court	292.80
Great West Trust Company	27,840.00
Wyoming Child Support	1,513.51
CCEHBTA – Health	758,603.71
CCEHBTA – Dental	42,165.00
Delta Dental Plan of Wyoming	1,672.00
VSP of Wyoming	7,718.45
Gallagher Benefit Services (Reliance)	18,567.73

Commissioner Maul moved to approve all items of the Consent Agenda as presented.

Commissioner Bell seconded the motion. All Voted – Aye. Carried.

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

Absolute Auto

P & R-Parks

\$153.75

Ace Industrial Sup	County Sheriff	737.40
Action Lock and Key	Various Departments	59.16
AdBay Com	Various Departments	750.00
Advanced Wear Coat	Landfill	485.22
Air Tech Heating	Maintenance/Custodial	474.14
Aircraft Bluebook	County Assessor	207.76
Alignment Pros	County Sheriff	1,668.39
Alsco	Landfill	813.93
Altimus Distributing	Maintenance/Custodial	912.31
Amazon Courthouse	Various Departments	4,417.44
Amazon Library	Various Departments	949.15
Ambi Mail	County Assessor	5,979.13
American Family Life	Campbell County General Fund	32.38
American Millennium	Commissioner's-Gen Cnty Costs	51.40
American Shooters	County Sheriff	2,775.00
American State Local	Rockpile Museum - Gen Admin	155.00
American Welding	Various Departments	346.49
Animal Medical Cntr	County Sheriff	232.07
Archer, Tracey L.	Extension Dept-Horticulture	41.28
Architectural Spec	Various Departments	58,100.29
Arete Design Group	Publ Work Capital Construction	81.25
Armcast Trane Serv	Various Departments	15,310.92
Arrow Printing Grap	Various Departments	334.00
Associated Glass	Sheriff-Jail Facility	471.82
ATT Airport	Northeast Wyoming Regional	194.81
ATT Assessor	County Assessor	22.11
ATT Emergency Mgmt	Emergency Management	164.99
ATT Park Recreation	Various Departments	135.58
Audio Video Solut	Maintenance/Custodial	65.71
AutoZone	Fleet Department	112.81
Axis Forensic Tox	County Coroner	1,040.00
Background Invest	P & R-Recreational Division	449.10
Baker Taylor Cont	Various Departments	39.46
Baker Taylor Publisher Services	Rockpile Museum - Gen Admin	16.99
Baker, Lacey G.	Various Departments	188.64
Barney Graham Lamb	Commissioner's-Gen Cnty Costs	450.00
Basin Radio Network	Various Departments	3,883.30
Bears Naturally	1% Optional Sales Tax Fund	47.18
Bell Nob Golf Shop	P & R-Bell Nob Golf Course	5,398.44
Best Western Tower	County Attorney	149.98
Big Horn Tire	Various Departments	1,652.23
Black Hills Chemical	Various Departments	1,245.78
Black Hills Enrg Gas	Various Departments	64,373.92
Black Hills Pioneer	Various Departments	716.50
Blackstone Audio	CCPL-Main Branch	805.84
Bloedorn Lumber	Various Departments	28.28

Bomgaars	Various Departments	810.41
Boot Barn	Human Resources	150.00
Border States Elec	Various Departments	6,706.22
Bowman, Jennifer L.	Various Departments	37.30
Boys Girls Club CC	1% Optional Sales Tax Fund	6,006.90
Breannas Bakery	Various Departments	26.00
Brown Kennedy Ranch	Road & Bridge	3,427.84
Buffalo Bulletin	CCPL-Main Branch	45.00
Buffalo Porta Potty	Road & Bridge	125.00
Burns McDonnell Eng	Various Departments	14,853.96
Camp, Flor	CCPL-Main Branch	1,225.00
Carr, Joli A.	Various Departments	165.56
Carrolls Upholstery	P & R-Recreational Division	260.00
Cash WA Distributing	Children's Dev Svc-Preschool	6,379.78
Casper Natrona Airp	Northeast Wyoming Regional	2,050.00
Casper Star Tribune	Various Departments	675.00
Caveman Sports	Human Resources	229.99
CBH Co Op	Various Departments	38.97
CC Chamber of Commer	Various Departments	145.00
CC Dist Crt Rev Wit	State & Fed Mandated Costs	3,042.35
CC Fire Dept	Various Departments	78,681.77
CC Health Misc	Human Resources	1,654.00
CC Predatory Animal	1% Optional Sales Tax Fund	17,143.20
CC Public Land Brd	1% Municipal Sales Tax Fund	216,552.50
CC School Dist Coop	Various Departments	5,614.61
CC Senior Center	1% Optional Sales Tax Fund	61,521.00
Cem Sales Service	Maintenance/Custodial	170.12
CenturyLink Long Dis	Information Technology Service	591.98
CenturyLink Phone	Various Departments	16,640.91
Certified Folder	Rockpile Museum - Gen Admin	2,217.32
Certified Lab	Various Departments	501.50
Charm Tex	Sheriff-Jail Facility	2,102.30
Charter Comm Cable	Various Departments	1,651.73
Chatfield, Todd	Northeast Wyoming Regional	23.05
ChildPlus Software	Children's Dev-Early Head Start	3,301.01
Choice Advertising	Various Departments	393.80
Chris Supply Co	Various Departments	27.47
City Gillette Misc	Various Departments	3,230.00
City Gillette Util	Various Departments	85,868.93
Civil Air Patrol Mag	Rockpile Museum - Gen Admin	295.00
Clear Creek Counsel	Various Departments	1,090.00
CNA Surety	Human Resources	1,008.60
Co Wy Assn Museums	Rockpile Museum - Gen Admin	80.00
Coca Cola Bottling	Commissioner's-Gen Cnty Costs	398.00
Collection Prof	Children's Dev Svc-Gen Admin	188.53
Collins Commun	Various Departments	674.48

Colorado Golf Turf	P & R-Bell Nob Golf Course	519.43
Communication Tech	Northeast Wyoming Regional	899.00
Comtech Communications	Maintenance/Custodial	7,211.50
Concordance Health	County Health Nurse	3,485.32
Contractors Supply	Various Departments	9,513.20
Cooks Correctional	Various Departments	353.16
Cordant Health Solutions	Various Departments	2,656.44
Council Community Svc	Various Departments	53,209.94
Counseling Connect	Various Departments	2,850.00
Crum Electric Supply	Various Departments	14,862.55
Curriculum Assoc	Children's Dev Svc-Spec Ed	402.08
CXTEC	Northeast Wyoming Regional	3,740.41
Dads Truck and Auto	County Sheriff	72.50
Day Law	State & Fed Mandated Costs	937.50
Demco	Various Departments	116.54
Design Construction	Publ Work Capital Construction	2,110.00
Developmental Preschool Day Care Ctr	Children's Dev Svc-Spec Ed	75.00
Digital Citizen Academy	Prevention Management Org	6,038.20
Discount School	Library-General Administration	223.84
Dog Waste Depot	P & R-Parks	391.94
Douglas Budget	Various Departments	600.00
Draggin Towing Recovery	County Sheriff	175.00
DRM	Publ Work Capital Construction	3,432.50
Dru Consulting	Commissioner's-Gen Cnty Costs	805.00
Dunlap Photography	District Court	453.92
Dustbusters Enter	Publ Work Capital Construction	100,919.53
Ecolab Pest Elimin	Maintenance/Custodial	137.30
Ellis, Clinton J.	Maintenance/Custodial	7.59
Employers Council	Human Resources	575.00
Employment Testing	Sheriff-Jail Facility	198.00
Enabling Devices	CDSCC General Grant	839.80
Energy Car Wash	Library-General Administration	11.00
Evans, John H.	Maintenance/Custodial	13.00
Ewing, Dianna H.	State & Fed Mandated Costs	110.50
EX Thirty-Five Creative	Children's Dev Svc-Spec Ed	1,500.00
Espresso Lube	County Sheriff	727.85
Family Health	Sheriff-Jail Facility	2,706.00
Fastcase	County Law Library	250.00
Fastenal Company	Landfill	388.49
Federal Express	Maintenance/Custodial	59.06
FIB Mstrcrd Airport	Northeast Wyoming Regional	1,028.65
FIB Mstrcrd Library	Library-General Administration	271.32
FIB Mstrcrd Park Rec	Various Departments	2,124.23
Firemaster	Maintenance/Custodial	2,525.00
First Class Auto	Human Resources	1,000.00
First Natl Bnk Gil	Human Resources	2,339.60

First Natl Bnk Visa	Various Departments	21,344.59
Floyds Truck Center	Various Departments	3,688.44
Forensic Medicine	County Coroner	10,000.00
Fry, Kimberly D.	Extension Dept-4-H Program	436.37
Fun Express	CCPL-Wright Branch	178.10
Gale Cengage Learn	Various Departments	1,559.50
Gillette Abuse Refuge	Various Departments	7,559.88
Gillette Babe Ruth	1% Optional Sales Tax Fund	3,000.00
Gillette College	Various Departments	520.00
Gillette Girls Fast	1% Optional Sales Tax Fund	1,500.00
Gillette Mem Chapel	County Health Officer	1,700.00
Gillette News Record	Various Departments	10,125.59
Gillette Printing and Engraving	Various Departments	1,003.81
Gillette Reprod Hlth	CSGB	5,025.00
Gillette Steel	Various Departments	2,410.20
Gillette Transport	County Sheriff	75.00
Gillette Winsupply	Various Departments	9,381.78
Git R Done Site Svc	Various Departments	1,210.00
Glaser, Jane C.	County Health Nurse	31.59
Glaxosmithkline Phar	County Health Nurse	978.92
Golden West Tech	Information Technology Service	2,105.25
Golf Course Super Am	P & R-Bell Nob Golf Course	430.00
GoodHire	Human Resources	322.87
Grainger	Various Departments	910.55
Grossenburg Implemnt	Road & Bridge	260.58
Grubb, Amber L.	Maternal Child Health (B.B.)	97.58
Hakert, Richard J.	Road & Bridge	1,557.60
Hawkins	Various Departments	4,241.59
HDR Engineering	Publ Work Capital Construction	4,613.82
Herrmann Global	Rockpile Museum - Gen Admin	3,000.00
HGTV Magazine	CCPL-Main Branch	19.97
High Glass Window	Maintenance/Custodial	1,073.00
Hobby Lobby	Various Departments	116.33
Homax Oil Sales	Various Departments	239,949.53
Home Depot Children's	CDSCC General Grant	31.34
Home Depot Extension	Extension Dept-4-H Program	59.27
Home Depot Maint	Various Departments	646.86
Home Depot Museum	Rockpile Museum - Gen Admin	35.98
Home Depot Parks Rec	P & R-Rockpile Community Cntr	107.95
Home Depot Sheriff	Sheriff-Jail Facility	430.57
Home Fire Foods	Various Departments	1,266.00
Honnen Equipment	Road & Bridge	867.32
Houchen Bindery	Library-General Administration	210.20
Hub International	Human Resources	182.00
Humphrey Law	State & Fed Mandated Costs	6,519.78
IBM	Information Technology Service	17,800.45

Idler, Haley R.	County Health Nurse	35.69
Inland Truck Parts	Various Departments	3,963.58
Inn At Lander	County Elections	288.00
Interstate Batt BH	Road & Bridge	319.85
Interstate Powersyst	Various Departments	9,342.30
IT Outlet Inc	County Sheriff	684.39
J D Power Online	County Clerk	5,300.00
James Tire Service	P & R-Parks	84.10
Jims Heating AC Ref	Landfill	3,690.00
JME Ellsworth	Landfill	2,426.05
Joyner, John V.	Northeast Wyoming Regional	361.93
Kanopy	CCPL-Main Branch	321.00
Kapco	Library-General Administration	1,847.16
Kaplan Early Learn	CDSCC General Grant	475.59
Kassel, Michael Edward	Rockpile Museum - Gen Admin	535.71
Kempe Center	County Attorney	2,062.50
Keyhole Broadcasting	Various Departments	210.00
Kimball Midwest	Road & Bridge	593.08
Knecht Home Center	Maintenance/Custodial	79.28
Knife River	P & R-Bell Nob Golf Course	789.36
Kodo Kids	CDSCC General Grant	4,525.21
Kubat Equip Service	Road & Bridge	185.05
Landons Greenhouse	P & R-Parks	692.63
Les Schwab Tires	County Sheriff	361.91
Lesley, Douglas	State & Fed Mandated Costs	250.00
Levi Strohschein	Various Departments	825.00
Library Foundation	Library-General Administration	87.84
Life Fitness	P & R-Recreational Division	443.96
Lindblom, Reba L.	Various Departments	37.45
Little Sprouts Pre	Children's Dev Svc-Spec Ed	950.00
Little Tikes On The Hill Daycare	Children's Dev Svc-Spec Ed	115.00
Lowe Roofing	Publ Work Capital Construction	43,909.00
Lynns Auto Repair	County Sheriff	2,091.82
Macpherson Thompson	Commissioner's-Gen Cnty Costs	1,445.00
Mad Transportation	County Sheriff	90.00
Manning Wrecker Svc	County Sheriff	150.00
Mark Thomas Company	County Coroner	175.00
Markee Escrow Serv	Wyoming Business Council	25,939.20
Maxi Sweep	Maintenance/Custodial	865.42
McGowan Castleberry, Ivy J.	Bioterrorism	303.97
McKesson Med Surgic	Various Departments	2,219.93
McMahon, Pamela K.	State & Fed Mandated Costs	3,225.50
McRae, Ashley D.	Prevention Management Org	635.31
Means First Ext W&S	Road & Bridge	153.70
Medical Arts Lab	Sheriff-Jail Facility	1,439.00
Memories Garden	CDSCC General Grant	184.98

Menards Airport	Northeast Wyoming Regional	135.88
Menards Extension	Extension Dept-Horticulture	6.49
Menards Landfill	Landfill	74.27
Menards Maintenance	Various Departments	2,441.48
Menards Museum	Rockpile Museum - Gen Admin	1,244.46
Menards Park Rec	Various Departments	950.38
Menards Public Works	Maintenance/Custodial	516.40
Menards Road Bridge	Road & Bridge	127.47
Menards Sheriff	Sheriff-Jail Facility	35.84
Merck Sharp Dohme	County Health Nurse	25,507.57
Midland Implement Co	Various Departments	67,187.63
Midwest Pest Manag	Northeast Wyoming Regional	2,100.00
Midwest Tapes	Various Departments	2,059.48
Miller Welding	Road & Bridge	27,500.00
Mitchell McCormick	County Health Nurse	325.00
Morgan, Tobey J.	County Sheriff	200.00
Motorola Solut Maint	Commissioner's-Gen Cnty Costs	3,800.31
MSR West	Children's Dev Svc-Spec Ed	106.29
Munters Corporation	Maintenance/Custodial	1,183.00
NAEYC	Children's Dev Svc-Preschool	885.00
Nannemann Bros Auto	Various Departments	65.00
Naramore, James J MD	Sheriff-Jail Facility	1,000.00
National Tactical	County Sheriff	450.00
Nelson Auto Glass	Road & Bridge	578.05
Nelson, Ashley	Prevention Management Org	90.29
New Vision Auto Body	Fleet Department	302.17
Norco	Various Departments	11,106.18
Novus Auto Glass	Various Departments	671.55
OAG Flightview	Various Departments	577.25
OC Equity	Fair-General Admin	5,295.24
ODP Business Solutions	Various Departments	3,850.52
Office Shop	Various Departments	230.16
Opsec Security	County Treasurer	450.00
Optum	Human Resources	1,286.50
OReilly Auto Parts	County Sheriff	126.64
Original Watermen	P & R-Recreational Division	281.70
Overdrive	CCPL-Main Branch	4,069.49
Paintbrush Services	Various Departments	4,502.81
PCA Engineering	1% Optional Sales Tax Fund	144.25
Penworthy Company	CCPL-Main Branch	957.84
Pepsi of Gillette	Fair-General Admin	61.20
Personal Frontiers	Various Departments	5,396.44
Pete Lien Sons	Road & Bridge	1,154.93
Peterbilt of Wyoming	Road & Bridge	1,272.34
PFM Asset Management	Commissioner's-Gen Cnty Costs	9,638.93
Pharmchem	Sheriff-24/7	597.55

Pizza Carrello	State & Fed Mandated Costs	92.00
Plainsman Printing	County Clerk	3,317.25
PMCH	Payments In Lieu of Taxes Fund	33,064.66
Pokeys BBQ Smoke	Fair-General Admin	390.00
Poole, Amy J.	Various Departments	116.42
Postge Phone Airprt	Northeast Wyoming Regional	300.00
Powder River Ener Utl	Various Departments	22,778.07
Powder River Enr Cons	Various Departments	6,675.26
Powder River Exam	Various Departments	120.00
Powder River Heating	Various Departments	508.03
Prime Rib Restaurant	Rockpile Museum - Gen Admin	120.00
ProElectric	Road & Bridge	4,910.32
Protech Computing	Information Technology Service	96.35
Purvis Industries	Various Departments	2,011.13
Pyromate	1% Optional Sales Tax Fund	2,474.00
Qdoba Mexican Grill	Commissioner's Executive	259.00
Rain Locker Car Wash	Various Departments	172.83
Raisley Painting	1% Optional Sales Tax Fund	1,350.00
Ram Computer Supply	Children's Dev Svc-Gen Admin	619.45
Ramkota Hotel Caspr	Various Departments	986.00
Razor City Bulldogs	1% Optional Sales Tax Fund	1,500.00
Razor City Rental	P & R-Parks	15.00
READsquared	CCPL-Main Branch	645.00
Record Supply	Various Departments	3,342.99
Recreation Supply	P & R-Recreational Division	1,449.12
Reynolds, Mandy M.	Various Departments	242.98
Ricardos Cleaning	Maintenance/Custodial	240.00
Rocky Mtn Business	Various Departments	1,979.88
Rocky Mtn Fire Sys	Maintenance/Custodial	1,584.00
Rowman Littlefield	Various Departments	33.14
Sams Land	Road & Bridge	504.00
Sanofi Pasteur	Various Departments	1,642.18
Schaeffer Manuf	Fleet Department	94.94
Schurtz, Jessica R.	County Health Nurse	104.72
Second Chance Minist	1% Optional Sales Tax Fund	395.11
Sentinel Offender	Various Departments	663.85
Servall Uniform	Road & Bridge	790.59
Sherwin Williams	Various Departments	1,158.45
Signing Savvy	CCPL-Main Branch	500.00
Simplot Partners	P & R-Bell Nob Golf Course	14,540.00
Simpsons Printing	Various Departments	1,097.00
Sir Speedy	Various Departments	1,175.92
Sisneros, Alysha M.	Children's Dev Svc-Gen Admin	149.59
Smiling Moose Deli	County Attorney	95.00
Smith Psychological Services	Sheriff-Jail Facility	400.00
Snow Crest Chemicals	Maintenance/Custodial	106.00

Sound Pro	Human Resources	475.12
Source Office Tech	Various Departments	2,566.69
Special Electronics	Fair-General Admin	7,440.47
Spencer Fluid Power	Landfill	33.66
Sportsmith	P & R-Recreational Division	120.65
Steam Sauna	Maintenance/Custodial	154.00
Step Stone Counseling	Various Departments	13,103.75
Stericycle	County Health Nurse	255.00
Stotz Equipment	Various Departments	1,426.95
Summit Fire Protection	Maintenance/Custodial	434.00
Summit Food Services	Sheriff-Jail Facility	36,398.92
Sundahl Powers Kapp & Martin	Commissioner's-Gen Cnty Costs	4,712.70
Sundance Times	Various Departments	325.00
Sundial Heating & Refrigeration	Sheriff-Jail Facility	910.00
Superior Seamless Gutters	Publ Work Capital Construction	3,100.00
Surf N Suds	County Health Nurse	15.90
Sutherland, Louann	Children's Dev Svc-Preschool	24.47
Sylvestri Custom	Prevention Management Org	3,609.62
Taste of Home	Various Departments	35.98
Teachers Corner Kids	CCPL-Main Branch	59.99
TechSmith Corp	CCPL-Main Branch	89.66
The Grease Barrel	Various Departments	1,335.04
The Range	P & R-Gen Adm	153.99
Thomson Reuters West	County Attorney	783.60
Thunder Basin Ford	Road & Bridge	45.17
Thyssenkrupp Elevat	Maintenance/Custodial	507.58
Top Office Products	County Attorney	2,037.70
Torgersons	Various Departments	1,038.86
Townplace Suites	Rockpile Museum - Gen Admin	79.00
Tru Tech Products	Various Departments	58.43
TWS Aviation Fuel	CRSSA	16,890.18
TWS Trucking Services	P & R-Bell Nob Golf Course	1,512.94
Tyler Tech	Payments In Lieu of Taxes Fund	181,627.32
U S Post CDS	Children's Dev Svc-Gen Admin	116.00
U S Post Treasurer	County Treasurer	312.00
Uline	County Sheriff	319.50
Unique Management	Library-General Administration	144.20
United Parcel Serv	County Sheriff	99.79
United Rentals	Maintenance/Custodial	1,446.65
Universal Athletic	Various Departments	883.45
Urbin Law Office	State & Fed Mandated Costs	4,864.70
Van Ewing Const	Various Departments	384,594.67
Verizon Adlt Drg Crt	Adult Drug Court Program	145.94
Verizon Emergency Mgmt	Emergency Management	38.52
Verizon Juv Prob	Various Departments	249.35
Verizon Public Hlth	County Health Nurse	251.68

Verizon Public Works	Various Departments	597.73
Verizon Sheriff	County Sheriff	4,834.66
Vermont Systems	P & R-Gen Adm	475.00
Violet Communications	Various Departments	33,332.00
Visionary Broadband	Various Departments	7,782.77
Visitation Advocacy	1% Optional Sales Tax Fund	5,435.25
Vista Leasing	Various Departments	4,771.80
Vital Records Cont	County Attorney	200.00
Walker, Jammie Lynn	Juvenile Drug Court Grants	632.20
Walmart Children Dev	Various Departments	776.79
Walmart Clerk	County Clerk	43.40
Walmart Dist Crt	State & Fed Mandated Costs	176.02
Walmart Extension	Various Departments	652.09
Walmart Juv Prob	Juvenile Services	16.39
Walmart Juvenile Fam	Juvenile Drug Court Grants	68.06
Walmart Library	Various Departments	713.14
Walmart Museum	Various Departments	244.78
Walmart Park Rec	P & R-Recreational Division	319.10
Walmart Public Hlth	County Health Officer	16.54
Warne Chem Equip	P & R-Parks	65.10
WASCOP	County Sheriff	500.00
Waste Connections	Various Departments	2,629.28
Watts Regulator Co	Maintenance/Custodial	2,992.50
Wessex Improvement & Service	1% Optional Sales Tax Fund	7,250.00
Western Stationers	Various Departments	1,025.21
Western Waste Sol	Various Departments	991.50
Weston Co Gazette	Various Departments	42.00
Westwood Pharmacy	Sheriff-Jail Facility	1,205.32
WEX Fleet Universal	Fleet Department	391.88
Whites Energy Motors	County Sheriff	1,018.49
Winland Car Wash	Maintenance/Custodial	20.00
Wright Water Sewer	Various Departments	871.27
WY Dept Health Prev	Various Departments	612.00
WY Dept Transport	Commissioner's-Gen Cnty Costs	8,671.26
WY Enterprise Tech	County Treasurer	22.61
WY Envir Quality Shwd	1% Optional Sales Tax Fund	2,658.97
WY Family Serv Gil	Children's Dev Svc-Preschool	25.00
WY Retirement Life	Campbell County General Fund	608.00
WY Retirement System	Campbell County General Fund	414,149.79
Wyo Coroners Assn	County Coroner	175.00
Wyo Police Svc Dog	County Sheriff	180.00
Wyoming Airports Coalition	Northeast Wyoming Regional	700.00
Wyoming Machinery	Various Departments	14,063.51
Wyoming Marine	P & R-Parks	68.76
Wyoming Rents	Publ Work Capital Construction	48.50
Wyoming State Council of Shrm	Human Resources	300.00

Wyoming Taxpayers	County Attorney	195.00
Wyoming Tech Transfe	Road & Bridge	1,125.00
Wyoming Water Sol	Various Departments	1,479.47
Youth Emergency Serv	Various Departments	44,918.52
Zacharias, Stephan P.	Rockpile Museum - Gen Admin	350.00
Zip Printing	County Sheriff	104.00

The following are the claims for Part-Time Employees summarized by department for May 2022: Treasurer, 560.00; Sheriff, 9,925.34; Coroner, 2,350.00; District Clerk of Court, 3,377.30; Extension, 3,500.25; Public Works-Landfill, 914.25; Museum, 1,854.00; Public Health, 2,324.19; Public Works, 3,298.00; Public Works-Custodians, 1,205.60; Children's Center, 11,565.20; Library, 48,269.42; Fair, 635.00; Parks & Recreation, 59,066.38

Commissioner Maul presented the Commissioners upcoming calendar of events.

Commissioner Bell moved to approve the Certificate of State Grant-In-Aid between the Wyoming Department of Transportation, Aeronautics Division, and Campbell County, State Project No. AGC032X, for 2022 Marketing at Northeast Wyoming Regional Airport, in the amount of \$50,000, with a \$50,000 local match, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Hamm moved to approve the Certificate of State Grant-In-Aid between the Wyoming Department of Transportation, Aeronautics Division, and Campbell County, State Project No. AGC033X, for 2022 Aviation Encouragement at Northeast Wyoming Regional Airport, in the amount of \$2,500, with no local match, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the contract between the Wyoming Department of Health, Public Health Division and Campbell County to ensure additional support for public health emergency preparedness and response by the County Health Officer, in the amount of \$9,600, with ten percent (10%) county match for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the contract between the Wyoming Department of Health, Public Health Division and Campbell County to perform response activities for Public Health Crisis Response, in the amount of \$100,000 for the period of July 1, 2022, to June 30, 2027, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the contract between the State of Wyoming Department of Health, Behavioral Health Division, and the Board of Campbell County Commissioners for the Campbell County Adult Treatment Courts to provide Court Supervised Treatment (CST) program services in the amount of \$250,603.86 with a local match of \$156,547 for the period July 1, 2022, to June 30, 2023, as presented., as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Hamm 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 \$36,252.00 for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the District Support Grant Application for Overbrook Improvement and Service District in the amount of \$3,337.60 from Optional One Percent Sales Tax fund for W base limestone and mag chloride, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Improvements Agreement between Dove Creek Properties, LLC, and Campbell County, including the Irrevocable Letter of Credit from Pinnacle Bank, for the installation of electric services at the Dove Creek Subdivision, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Hamm moved to approve the Dove Creek Minor Subdivision Request, Case Number 21.01. COMP, to divide approximately 50.24 acres into five (5) lots, ranging from 5.03 to 19.49 acres in size, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Order on the Petition for Enlargement of Overbrook Improvement and Service District, determining that an election need not be held, in accordance with Wyoming Statute §22-29-301, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Ludog Minor Subdivision Request, Case Number 21.03. COMP, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Sunshine Simple Subdivision Request, Case Number 22.03. CRSD to divide 40.566 acres into two parcels, Parcel 1 – 20.293 acres and Parcel 2 – 20.273 acres in size, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the summary of the Proposed FY2022-2023 Budget for publication as presented and schedule a public hearing on June 20, 2022, at 6:00 PM, as required by W.S. §16-4-109. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

NOTICE OF PUBLIC HEARING ON COUNTY BUDGET

Notice is hereby given, that a Public Hearing on the proposed budget for Campbell County for the Fiscal Year ending June 30, 2023, which is now being considered by the Board of County Commissioners will be held in the Commissioner's Chambers, Campbell County Courthouse, 500 S. Gillette Ave., Gillette, Wyoming, on the 20th day of June 2022 at 6:00 PM., at which time any and all persons may appear and offer written and/or oral comments regarding such budget. A copy of the entire proposed budget is available for public inspection at the Office of the County Clerk during regular office hours. A summary follows:

Fiscal Year 2022-2023

Fund	Total Cash & Cash Reserves Available For Budget	Total Estimated Revenue Available For Budget	Estimated Total Cash and Revenues Available For Budget	Estimated Total Requirement For Appropriation	Estimate Of Tax Requirements	
					Amount	Mill Levy
Campbell County	\$28,946,401	\$59,087,752	\$88,034,153	\$139,024,238	\$50,990,085	11.235

Detail of Fund Requirements:

County Commissioners - Executive	\$393,727	Health Department	\$2,228,357
County Commissioners - Administrative	\$679,823	Information Technology Services	\$2,743,803
County Commissioners - General County	\$5,805,278	Emergency Management	\$230,177
County Commissioners - Capital Outlay	\$893,579	County Juvenile Probation	\$1,323,138
County Grants	\$19,653,739	County Building Maintenance	\$3,618,385
County Adult Treatment Court	\$338,111	Children's Developmental Services	\$3,144,728
County Clerk - Administrative	\$1,843,216	Library	\$3,802,392
County Clerk - Other County Costs	\$860,600	Museum	\$516,001
County Clerk - Elections	\$312,116	Fair	\$557,037
County Treasurer - Administrative	\$1,597,017	Airport	\$535,556
County Assessor - Administrative	\$1,270,353	Parks & Recreation	\$6,319,509
County Sheriff - Administrative	\$9,744,987	Vehicle / Equipment Replacement	\$1,963,478
County Sheriff - Detention Center	\$9,539,208	Campus Maintenance	\$30,000
County Sheriff - 24/7	\$60,000	Joint Powers Rec Maint Reserve	\$150,000
County Sherff - Dare	\$5,000	PILT	\$1,200,000
County Sheriff - Commissary	\$50,000	Gaming Funds	\$0
County Attorney	\$3,054,130	1% Optional Sales Tax	\$10,959,859
Public Works - Administrative	\$1,283,598	E-911 Equipment Fund	\$357,000
Public Works - Landfill	\$2,011,488	1% Optional Sales Tax (JPB)=Fire Dept.	\$472,750
Public Works - Capital Construction	\$18,320,027	Municipal Tax(JPB)=Campex & Fire Dept.	\$8,698,335
Fleet Department	\$142,889	Tech Education Maintenance Reserve	\$30,000
County Coroner	\$287,011		
County Extension Department	\$422,377		
County District Court	\$1,727,704		
County Road & Bridge	\$7,056,832		
Human Resources	\$2,790,923		
Sub Total	\$90,143,733		
		Sub Total	\$48,880,505
		Grand Total	\$139,024,238

Board of County Commissioners
of Campbell County, Wyoming

By: _____
Chairman

Attest: _____

Commissioner Bell moved to approve waiving the Landfill Tipping Fees for the 2022 National High School Finals, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Discussion was held with the Public Land Board.

Public Comment was given.

There being no further business to come before the Commissioners the meeting was adjourned at 12:10 PM. The next regular meeting of the Commissioners will be held Tuesday, June 21, 2022, at 9:00 AM, in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, Clerk
Board of County Commissioners

Del Shelstad, 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

CLERK OF DISTRICT COURT
MONTHLY STATEMENT
MAY 2022

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

The State of Wyoming } ss.
County of Campbell }

This instrument was filed
on the____ day of____
20_____.

County Clerk

By_____
Deputy

MONTHLY STATEMENT

Statement of the Earnings or Collections of Cheryl Chitwood as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending May, 2022, and reported to the Board of District Court within and for the County of Campbell, State of Wyoming, Cheyenne, WY.

CLERK, DISTRICT COURT,

Civil Fees	4-040-0000	\$	6,590.00
Probate Fees	4-041-0000	\$	1,730.00
Fines	5-001-0000	\$	11,830.85
Jury Fees	4-044-0000	\$	200.00
Miscellaneous Fees	4-043-0000	\$	4,548.68

Total Earnings

\$ 24,899.53

STATE OF WYOMING)

) ss

County of Campbell)

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

WITNESS my hand and seal this 2nd day of June, 2022.

by Sam Merchen, deputy
Cheryl Chitwood, Clerk

Sheriff's Department
Monthly Statement
May 2022

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

The State of Wyoming } ss.
County of Campbell

This instrument was filed
on the____day of____
20____

County Clerk

By_____
Deputy

MONTHLY SHERIFF'S STATEMENT

Statement of the collections of **Scott Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **May 31st, 2022** 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

Service Fees	\$6,430.00
Fingerprint Fees	\$790.00
Background Fees	\$225.00
Concealed Weapon Permit Fees	\$800.00
Copy Fees	\$147.00
Notary	\$20.00
Sheriff Sales/Certificates	\$110.00
Sex Offender Registration Fees	\$531.25
Towing Fees	\$125.00
Executions	\$0.00
Salvage Vehicle Sales	\$1,000.00
Foreclosure Sales	\$518,551.00
Foreclosure Redemption.....	\$0.00
General Fund	\$1,800.00
E911	\$25,000.00
Town of Wright Reimbursement	\$0.00
Town of Wright E911	\$0.00
Campbell County Fire Department E911	\$0.00
Campbell County Health E911	\$0.00
WASCOP Grant	\$0.00
Campbell County School District SRO	\$0.00
Sheriff - 1% School Security	\$189,754.81
SRO For 1-3 Qtrs. 19/20	\$0.00
Sheriff's Account Interest (Jan. 21-Dec. 21)	\$0.00
	<u>\$745,283.56</u>

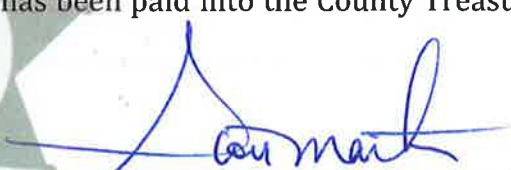
STATE OF WYOMING

§

COUNTY OF CAMPBELL

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

WITNESS my hand and seal this 9th day of June, 2022.


Sheriff of Campbell County

Campbell County Sheriff--Detention
Monthly Statement
May 2022

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

The State of Wyoming } ss.
County of Campbell }

This instrument was filed
on the____ day of _____
20_____.

County Clerk

By _____
Deputy



MONTHLY SHERIFF'S STATEMENT-*DETENTION CENTER*

Statement of the collection of **Scott D. Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **May 2022** 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.

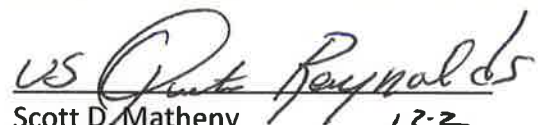
COUNTY SHERIFF

City of Gillette Housing	\$9,275.00
CCCF Housing	\$660.00
Split Sentence	\$17,760.00
10 Day Housing	\$4,095.00
Blood Draw	\$200.00
Medical Reimbursement	\$4,600.07
Probation Sanctions	\$420.00
U.S. Marshal Housing	\$650.00
Juvenile Housing	\$375.00
TOTAL	\$38,035.07

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: 06/06/2022


Scott D. Matheny
Campbell County Sheriff

FISCAL YEAR 2021-2022

May 31, 2022

Premium & Discounts		
FIB	353153976	34,387.17
FNB	007-8	14,253,571.45
ACH	308-5	0.00
FNB CCSD	086-8	809,558.68
FNB Flex	568-1	23,083.50
FNB Health Benefits	315-8	3,386,269.21
FNB Special Escrow	74-4	21,899,913.77
FNB Airport PFC Account	133-3	326,640.06
FNB Library Credit Card Fees	862-1	2,798.33
FNB Museum Credit Card Fees	11092301	596.33
FNB North Landfill Credit Card Fees	864-8	3,197.32
FNB Narcotics Federal Forfeitures	107-4	0.00
FNB Recreation Credit Card Fees	139-2	15,410.29
FNB State Drug Forfeiture Funds	132-5	21,788.14
FNB Taxes Paid in Protest	2075305	0.73
FNB-CDSCC-Region 13 Preschool Service	24-8	(0.00)
FNB-CDSCC-Early Head Start	91-4	0.00
NSF Checks		3,283.99
Long & Short-Treasurer		2,100.00
Clerk-Dist Crt-Sheriff-Engineer-Landfill-Public Health-Parks & Rec-Musei		3,945.63
Cash & Currency		6,150.00
TOTAL CASH ACCOUNTS	40,792,694.60	
TOTAL TDOA'S	280,557,621.95	
Premium & Discounts		22,538.91
WGIF-Building Maintenance		40,644,245.81
WGIF-Campus Maintenance		4,182,241.41
WGIF-Campus Maintenance Tec		2,600,831.77
WGIF-Capital Replacement Reserve		96,922,436.38
WGIF-Fleet Management		7,548,842.03
WGIF-Fleet Mgmt-PLB -City		1,129,031.84
WGIF-Gillette College Activity & Education Center		0.00
WGIF-Gillette College Rodeo		0.00
WGIF-Jt Powers Rec Maint Fund		9,063,153.69
WGIF-Road Equipment		2,806,513.47
WGIF-1% Road Machinery Repl		2,501,338.53
WGIF-Short Term Future Cap Const		13,803,172.97
WYOSTAR-1% Municipalities		1,358,276.94
WYOSTAR-1% Optional		7,084,902.11
WYOSTAR-Cap Fac Excess		12,364.36
WYOSTAR-CCSD Dist Fund		37,367,000.00
WYOSTAR-Enhanced 911		378,277.99
WYOSTAR-Fleet Management		0.00
WYOSTAR-General		34,869,327.08
WYOSTAR-General Held Revenues		0.00
WYOSTAR-Health Benefits		3,976,292.07
WYOSTAR-PILT		3,131,584.23
WYOSTAR-Pronghorn Center Main Reserve		1,330,566.82
WYOSTAR-SCFM		5,888,814.93
WYOSTAR-Town of Wright Rec Maintenance		1,671,514.56
WYOSTAR-Wyoming Lottery/Off Track Betting		2,286,892.96
TOTAL	321,372,855.46	

181,201,807.90

97,068,921.09

Approved by the Board of County

Commissioners this _____

day of _____, 2022.

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Trial Balance of my records at the close of business May, 2022; that my statement of Cash is just, true and correct, so help me God.

Yvonne Wagner, Deputy
County Treasurer

Subscribed and sworn to before this 10 day of June, 2022.

David Saunders
County Clerk

6/30/2022	
Airport	0.00
American Road	3,696.42
Antelope Valley	0.00
Bennor Estates	22,102.18
BOCHES	334,018.03
Bond Disclosure	4,500.00
Box N Ranch Rd	1,950.00
Brunsen	2,401.33
Buckskin	1,703.91
Car Company Tax	0.00
Cash Reserve	15,000,000.00
Cemetery	600,300.01
Central Campbell County	38,098.07
Certificates of Purchase	0.00
City of Gillette	676,999.46
Collins Heights	0.00
Cottonwood I&S	2,600.00
County Sales Tax	0.00
Country Living Acres	600.00
Countryside I&S	1,200.00
Crestview I & S	622.50
Donkey Creek	2,401.33
Eight Mile I&S	16,636.68
Fair	0.00
Fire	0.00
Foundation	8,016,449.57
Fox Park	1,445.29
Fox Ridge	6,750.00
Freedom Hills	38,010.62
General County	37,638,365.10
Graceland	15,420.00
Green Valley Estates	0.00
Health Benefits Trust	7,362,561.28
Heritage Village	9,896.67
High Country Estates	1,457.04
Highway VIN Fees	0.00
Hospital	2,004,111.83
Hospital Bond	40.43
Hospital Bond Interest	5.02
Interstate Industrial	0.00
Investments-1% Muni Jt Powers	1,358,145.44
Investments-1% Optional	7,084,902.11
Investments-Building Maintenance	40,644,245.81
Investments-Campus Maintenance	4,182,241.41
Investments-Campus Tech Center- Fund 004/027	2,600,831.77
Investments-Cap Fac Excess	11,970.51
Investments-Capital Replace Reserve	96,922,436.38
Investments-Enhanced 911 Fees	440,742.53
Investments-Fleet Management	13,985,725.87
Investments-Gillette College	0.00
Investments-Jt Powers Rec Maintenance - Fund 028	9,063,153.69
Investments-PILT	3,131,584.23
Investments-Pronghorn Center Main Reserve	1,330,566.82
Investments-SCFM County Road Funds	5,888,814.93
Investments-Short Term Future Capital Construction-Fund 696	13,803,172.97
Investments-Town of Wright Rec Maintenance-Fund 695	1,671,514.56
Investments-Wyoming Lottery/Off Track Betting	2,304,262.86
Library	0.00
Little Thunder I&S	21,945.00
Lodging Tax	(0.00)
Los Caballos	2,700.00
McKenny	600.29
Meadow Springs I&S	2,600.00
Means	0.00

Means, Carter, N Hannum	5,501.18
Moon Ridge	5,323.77
Motor Vehicle County Fees	0.00
Motor Vehicle State Fees	54,593.70
Motor Vehicle Non Apportioned Fees	0.00
Motor Vehicle Temp Sticker/paper Fee	0.00
Mobile Machinery County Fees	0.00
Mobile Machinery Pro-Rate	0.00
Motor Vehicle Pro-Rate	0.00
Motor Vehicle In Transit Permit	0.00
Motor Vehicle Temp Worker Decals	0.00
Museum	0.00
North Rangeland	1,680.00
Organ Donor Donations	20.00
Oriva Hills	20,891.14
Overbrook I&S	11,546.05
Peoples	10,141.60
Pineview	5,711.43
Pinnacle Heights	250.00
Prairieview	76,338.26
Predatory	9,113.35
Premium & Discounts	22,538.91
Rafter D	750.00
Recreation	0.00
Rock Road I&S	2,150.00
Rocky Point	3,930.72
Rustic Hills	6,973.24
Sales & Use Tax	910,468.24
School--1 Mill Optional	0.00
School--6 Mill County Wide	4,008,231.51
School--25 Mill Special School	16,700,970.38
School--BOCES	0.00
School--Cap Main	0.00
School--General School	108,721.43
School--Rec Mill	668,040.51
School Bond Redemption	0.00
School Bond Redemption Interest	0.00
Small Buttes	1,800.00
South Douglas Hwy	99,121.73
Southern Industrial	0.00
Southfork Estates	8,157.40
Southside	0.00
Special Escrow	21,895,413.77
Spring Hill Ranch I&S	4,144.00
Stonegate Estates	21,147.58
Sundog	2,820.07
Taxes-Transportable Homes	0.00
Taxes-2023	0.00
Taxes-Interest 2023	0.00
Taxes-2022	0.00
Taxes-Interest 2022	0.00
Taxes-2021	0.00
Taxes-Interest 2021	0.00
Taxes-2020	0.00
Taxes-Interest 2020	0.00
Taxes-2019	0.00
Taxes-Interest 2019	0.00
Taxes-2018	(0.00)
Taxes-Interest 2018	0.00
Taxes-2017	0.00
Taxes-Interest 2017	0.00
Taxes-2016	0.00
Taxes-Interest 2016	0.00
Taxes-2015	0.00
Taxes-Interest 2015	0.00

Taxes-2014	0.00
Taxes-Interest 2014	0.00
Taxes-2013	0.00
Taxes-Interest 2013	0.00
Taxes-2012	0.00
Taxes-Interest 2012	0.00
Taxes-2011	0.00
Taxes-Interest 2011	0.00
Taxes-2010	0.00
Taxes-Interest 2010	0.00
Taxes-2009	0.00
Taxes-Interest 2009	0.00
Taxes-2008	0.00
Taxes-Interest 2008	0.00
Taxes-2007	0.00
Taxes-Interest 2007	0.00
Taxes-2006	0.00
Taxes-Interest 2006	0.00
Taxes-2005	0.00
Taxes-Interest 2005	0.00
Taxes-2004	0.00
Taxes-Interest 2004	0.00
Taxes-2003	0.00
Taxes-Interest 2003	0.00
Taxes-2002	0.00
Taxes-Interest 2002	0.00
Taxes-2001	0.00
Taxes-Interest 2001	0.00
Taxes-2000	0.00
Taxes-Interest 2000	0.00
Taxes-1999	0.00
Taxes-Interest 1999	0.00
Taxes-1998	0.00
Taxes-Interest 1998	0.00
Taxes-1997	0.00
Taxes-Interest 1997	0.00
Taxes-1996	0.00
Taxes-Interest 1996	0.00
Taxes-1995	0.00
Taxes-Interest 1995	0.00
Taxes-1994	0.00
Taxes-Interest 1994	0.00
Taxes-1993	0.00
Taxes-Interest 1993	0.00
Taxes-1992	0.00
Taxes-Interest 1992	0.00
Taxes-1991	0.00
Taxes-Interest 1991	0.00
Taxes-1990	0.00
Taxes-Interest 1990	0.00
Taxes Paid in Protest	0.73
Town of Wright	21,921.20
Veterans Exemptions	0.00
Watercraft VIN Fees	0.00
Weed & Pest	390,025.80
Wessex Impr & Service	0.00
Wild Horse Creek I&S	8,100.00
Wildlife Conservation Donation	39.53
Wright Water & Sewer	29,778.28
	321,372,855.46
	321,372,855.46
	321,372,855.46
	0.00

SUMMARY

COUNTY TREASURER
of
Campbell County

5/31/2022

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Summary of all my Receipts and Disbursements by me as such Treasurer, during the time herein designated, so help me God.

Yvonne Wagner, Deputy
County Treasurer

Subscribed and sworn to before me this 10 day of June, A.D. 2022.

Susan Saunders

County Clerk

Filed in the office of the County Clerk

_____, A.D. 2022

County Clerk.

Approved by the Board of County
Commissioners this _ day of _ , A.D. 2022

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

May 28, 2022

_____, _____

_____, _____

We do hereby approve the County Payroll as presented this 21st day of June, 2022

Member

Member

Member

Member

Chairman



June 14, 2022

CARE Board Members
Campbell County
500 South Gillette Avenue, Suite 1100
Gillette, WY 82716

Dear CARE Board Members,

On behalf of the Gillette Climb program and the single mothers we serve, thank you so much for your steadfast partnership. The support of the CARE Board and the Campbell County Commissioners is so greatly appreciated and makes such a difference for so many lives.

As we close out the Fiscal Year 2022 1% grant, we are requesting a slight change of budget line items. Since tuition billing for programming for single mothers will happen after the close of the grant term, we are requesting a reduction in the budget line item of \$750. We would appreciate spending this funding of \$750 on salary for the Gillette Program Director.

Thank you for your consideration of this request.

With gratitude,

A handwritten signature in blue ink, appearing to read "Jennifer Hanrahan", is written over a vertical line.

Jennifer Hanrahan
Statewide Director of Finance
jennifer@climbwyoming.org
307-316-1467



CREDIT CARD REQUEST

Please complete the credit card request form and submit it to the Office of Commissioners.

First Name: Denton Last Name: Knapp

Department: Commissioners

Mailing Address: 500 South Gillette Avenue, Suite 1100

City: Gillette State: WY Zip Code: 82716

Business Phone: 307-682-7283 *Cell Phone: _____

Credit Increase Amount: _____

** If the bank detects suspicious charges on the card, the bank's fraudulent department will call the cell phone number on file to verify the charges.*

As an authorized cardholder, I understand that the card may be used for authorized Campbell County business and that no personal expenses are to be charged to the card. I am responsible for all charges made against the card and I am expected to submit itemized receipts/documentation for every transaction, resolve any discrepancies, and follow proper card security measures.


Employee Signature

06/17/2022
Date

Authorizing Department Signature

Date

FOR COMMISSIONERS OFFICE USE ONLY

Credit Card Request: ☐ Approve ☐ Deny

Credit Limit Increase: ☐ Approve ☐ Deny

Date: _____ Chairman Signature: _____

Master Number: _____

1st Line on Card: _____

2nd Line on Card: Denton Knapp

Credit Limit: \$5,000

Date Submitted to First National Bank: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Chad Beeman- *Adult Treatment Courts*
DATE: 06/14/2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
06/14/2022	\$150.00 ✓	40210.6145.10 ✓	Quality of Life	40210.6053 ✓	telephone

Department Head Signature: _____

Commissioner Signature: _____

Chad Beeman ✓ *gd 6/14/22*

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Shelly Besel, Northeast Wyoming Regional Airport
DATE: June 15, 2022
SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/15/22	\$26.00 ✓	751.6053 ✓ 100751.62020	Telephone	751.6093 ✓ 100751.62100	Publication/Legal Notice
6/15/22	\$360.00 ✓	751.6281 ✓ 100751.62450	Automobile	751.6114 ✓ 100751.62220	Propane, Natural Gas
6/15/22	\$226.00 ✓	751.6282 ✓ 100751.62450	Airplane, Train, Bus ✓	751.6114 ✓ 100751.62220	Propane, Natural Gas
6/15/22	\$736.00 ✓	751.6323 ✓ 100751.62260	Water and Sewer Engineer	751.6114 ✓ 100751.62220	Propane, Natural Gas
6/15/22	\$146.00 ✓	751.6517.1 ✓ 100751.62450	Tuition and Fees	751.6114 ✓ 100751.62220	Propane, Natural Gas

6/15/22	\$100.00 ✓	751.6517.2 ✓ 100751.62450	Staff Development	751.6114 ✓ 100751.62220	Propane, Natural Gas
6/15/22	\$570.00 ✓	751.6517.3 100751.62450	Conference/Seminar/ Wrk	751.6114 ✓ 100751.62220	Propane, Natural Gas
6/15/22	\$600.00 ✓	751.6553 ✓ 100751.64100	Uniforms	751.6114 ✓ 100751.62220	Propane, Natural Gas
6/15/22	\$1000.00 ✓	751.6752 100751.65180	Tires and Chains ✓	751.6114 ✓ 100751.62220	Propane, Natural Gas
6/15/22	\$300.00 ✓	751.6760 ✓ 100751.65080	Lighting Maintenance	751.6114 ✓ 100751.62220	Propane, Natural Gas
6/15/22	\$271.00 ✓	751.6763 ✓ 100751.65000	Radio Equipment	751.6114 ✓ 100751.62220	Propane, Natural Gas
6/15/22	395.00 ✓	751.6777.3 ✓ 100751.65080	Hangar Maintenance	751.6777.6 ✓ 100751.65080	General Aviation Bldg
6/15/22	\$15.00 ✓	751.6777 ✓ 100751.65080	Terminal Maintenance	751.6777.6 ✓ 100751.65080	General Aviation Bldg.
6/15/22	\$381.24 ✓	751.6719 100751.63240	Property Taxes	751.6052 ✓ 100751.62000	Postage and Freight

Department Head Signature:

 vgd 6/16/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Troy Clements

DATE: 6-6-2022 - *Assessor*

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

Transfer From:				Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6-6-2022	1500.00 ✓	041.6022 ✓ 60005	Fulltime-Reg	041.6283 ✓ 62450	Meals & Lodging
6-6-2022	1000.00 ✓	041.6022 ✓ 60005	Fulltime-Reg	041.6531 ✓ 64000	General Supplies

Department Head Signature:

Commissioner Signature:

Troy A. Clements ✓gd 6/6/2022

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Assessor's Office
DATE: June 16th, 2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From: 041			Transfer To: 041	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6-16-2022	\$1500.00 ✓	60005 (6022) ✓	Fulltime- Regular	62260 (6145) ✓	Professional Services Consulting - Criminal

Department Head Signature:

Commissioner Signature:

Froyla S. Garmendy vgd 6/15/22

BUDGET LINE-ITEM TRANSFER

TO: Board of Commissioners
FROM: Children's Developmental Services
DATE: June 14, 2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/14/22	72.00 ✓	704.6052✓	Postage and Freight	704.6102 ✓	Assoc. Comm. Dues and Fees
6/17/2022	321.01 ✓	704.6181.02 ✓	Other Parent Services/Child Care	704.6102 ✓	Associate Dues
6/17/2022	683.67 ✓	702.6762.4 ✓	Kitchen Maintenance	702.6690 ✓	Kitchen Supplies
6/17/2022	550.00 ✓	704.6181.02	Other Parent Services/Child Care	704.6111 ✓	Utilities
6/17/2022	544.44 ✓	701.7214	Technology/Phone/Pro Care Software	701.6102 ✓	Collection Agency
6/17/2022	396.94 ✓	703.6093.01 ✓	Recruitment Relocation	703.6554	School Supplies
6/17/2022	22.50	702.6102 702.6052 ✓	Assoc. Committee Dues - Handbooks, Printing	702.6381	Background Check
6/17/2022	71.72 ✓	701.6111	Electricity, Water & Sewer	701.6114	Propane & Natural Gas

Department Head Signature: Robert Traa *sgd 6/17/22*
 Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis and Board of Commissioners
 FROM: Kendra Anderson *KA Clerk's Office*
 DATE: June 15, 2022
 SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

Transfer From					Transfer To				
Date of Entry	Amount	JDE Acct #	JDE Acct Name	Tyler Acct #	Tyler Acct Name	JDE Acct #	JDE Acct Name	Tyler Acct #	Tyler Acct Name
6/15/22	\$2,000	✓023.6052	Postage and Freight	100023.62000	Postage and Freight	023.6234 ✓	Off Equip. Maint Contract	100023.62760	Office Equip Maint Contract
6/15/22	\$1,000 ✓	023.6283 ✓	Meals and Lodging	100023.62450	EE Dev Meet Trav Meal Lodg	023.6531 ✓	General Supplies	100023.64000	General Supplies
6/15/22	\$700 ✓	021.6283 ✓	Meals and Lodging	100021.62450	EE Dev Meet Trav Meal Lodg	021.6101 ✓	Periodicals	100021.62180	Media/ Subscription/ Periodical
6/15/22	\$300 ✓	021.6283 ✓	Meals and Lodging	100021.62450	EE Dev Meet Trav Meal Lodg	021.6281 ✓	Automobile	100021.62450	EE Dev Meet Trav Meal Lodg

Department Head Signature: *Kendra Anderson, Deputy*
 Clerk's Office: Received & Entered *VPJ 6/15/22*
 Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Extension

DATE: 06/13/2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
06/13/2022	\$250.59 ✓	JDE101.6762.3 Tyler 101.65000	Repairs Vehicle Maint.	JDE 102.6349 ✓ Tyler 102.62260	University of Wyoming
06/13/2022	\$200.00 ✓	JDE 101.6281 ✓ Tyler 101.62450	Automobile	JDE 102.6349 ✓ Tyler 102.62260	University of Wyoming
06/13/2022	\$866.41 ✓	JDE 101.6531 ✓ Tyler 101.64000	Supplies	JDE 102.6349 ✓ Tyler 102.62260	University of Wyoming

Department Head Signature: _____

Commissioner Signature: _____

Kim Fry ✓gd 6/13/22



BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Terri Lesley
DATE: May 23, 2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

Date of Entry	Transfer From:			Transfer To:	
	Amount	Account #	Account Name	Account #	Account Name
	\$2,500✓	713.6112 ✓	Electricity	713.6114✓	Propane, Natural Gas
	\$90✓	714.6115 ✓	Water & Sewer	714.6053✓	Telephone
	\$250✓	714.6112 ✓	Electricity	714.6114✓	Propane, Natural Gas

Department Head Signature: _____

Terri L. Lesley 19d 6/7/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Parks and Recreation
DATE: 6/3/2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/3/2022	\$3,900 ✓	7710.6704 ✓ 100776-65060	PESTICIDES	7710.6703 ✓ 100776-65060	SEED AND SOD
6/3/2022	\$1,000 ✓	7710.6777 ✓ 100776-6508	BUILDING MAINTENANCE	7710.6703 ✓ 100776-65060	SEED AND SOD
6/3/2022	\$1,000 ✓	7710.6770 100776-65060	GROUND MAINTENANCE	7710.6703 ✓ 100776-65060	SEED AND SOD
6/3/2022	\$800 ✓	7710.7362 ✓ 100776-63420	SPECIAL EVENTS	7710.6703 ✓ 100776-65060	SEED AND SOD
6/3/2022	\$100 ✓	7710.6690 100776-64000	SHOP SUPPLIES	7710.6970 100776-64000	PORT-A-JOHN

Department Head Signature: *Dwight Dalling* ✓ ga 6/6/2022
Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Adam Gibson - *Parks & Recreation*
DATE: 6/9/2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/9/2022	\$ 1,690 ✓	7705.6321 ✓ 100775-62260	Contract Labor	7705.6686 ✓ 100775-64000	Pool Supplies
6/9/2022	\$ 3,150 ✓	7705.6777 100775-65080	Building Maintenance	7705.6686 ✓ 100775-64000	Pool Supplies
6/9/2022	\$ 1,000 ✓	7705.6767 100775-64000	General Equipment	7705.6686 ✓ 100775-64000	Pool Supplies
6/9/2022	\$ 455 ✓	7705.7354.29 100775-63420	Road Races	7705.6686 ✓ 100775-64000	Pool Supplies
6/9/2022	\$ 675 ✓	7705.7354.05 100775-63420	Softball	7705.6686 ✓ 100775-64000	Pool Supplies

Department Head Signature: _____

Commissioner Signature: _____

 *1gd 6/13/22*

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Adam Gibson *Parks & Recreation*
DATE: 6/13/2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/13/2022	\$ 48 ✓	7705.6024.438✓ 100775-60200	Climbing Instructor	7705.6025 ✓ 100775-60700	Part – Time O.T.
6/13/2022	\$ 2,922✓	7705.6024.303✓ 100775-60200	Pool Staff Instructor	7705.6024.420✓ 100775-60200	Basketball Adult

Department Head Signature:

Dwight D. Dullay ✓gd 6/14/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Parks and Recreation
DATE: 6/13/2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/13/2022	\$1500.00 ✓	7710.6024.313 ✓	Club House Outside Service	7710.6025 ✓	Part Time O.T.
6/13/2022	\$4050.00 ✓	7710.6020 ✓	Fulltime Regular	7710.6102 ✓ 100776-62200	Assoc,Dues,Fees
6/13/2022	\$150.00 ✓	7710.6020 ✓	Fulltime Regular	7710.6166 ✓ 100776-62260	Professional Fees
6/13/2022	\$1500.00 ✓	7710.6020 ✓	Fulltime Regular	7710.6673 ✓ 100776-64150	Gasoline
6/13/2022	\$900 ✓	7710.6020 ✓	Fulltime Regular	7710.6674 ✓ 100776-64200	Diesel

Department Head Signature:

 6/13/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Parks and Recreation
DATE: 6/14/2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/14/2022	\$12,000 ✓	7710-6020 ✓	Full Time	7710.6112 ✓ 100776-6220	Electricity
6/14/2022	\$4,300 ✓	7710-6020 ✓	Full Time	7710.6114 ✓ 100776-6220	Propane, Natural Gas
6/14/2022	\$1900 ✓	7710-6020 ✓	Full Time	7710.6115 ✓ 100776-6220	Water, Sewer

Department Head Signature:

Dwight D. Dilling 1gd 6/14/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
 FROM: Parks & Recreation, Parks
 DATE: 6-15-2022
 SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/15/22	\$436 ✓	7702.6024.322 ✓	I.A. Custodial	7702.6024.310 ✓	I.A. Facility Monitor
6/15/22	\$141	7702.6024.322 ✓	I.A. Custodial	7702.6024.311 ✓	Skate Instructor
6/15/22	\$29 ✓	7704.6517.5 ✓	Meals & Lodging	7702.6517.5 ✓	Meals & Lodging
6/15/22	\$7,100 ✓	7704.7362.01 ✓	Festival of lights	7704.6673 ✓	Gasoline
6/15/22	\$3,490 ✓	7704.6111 ✓	Electric/Water/Sewer	7702.6111 ✓	Electric/Water/Sewer
6/15/22	\$1,710 ✓	7704.6114 ✓	Propane/ N. Gas	7702.6114 ✓	Propane/ N. Gas
6/15/22	\$900 ✓	7708.6777 ✓	Building Maint.	7702.6767 ✓	General Equipment

Department Head Signature:  *gd 6/15/22*
 Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Parks & Recreation, Parks
DATE: 6-15-2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/15/22	\$1,000✓	7708.6111✓	Electric/Water/Sewer	7708.6614 6114	Propane/N. Gas

Department Head Signature: Dwight D. Kelly 19d 6/16/22
 Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Bill Beastrom - *Public Works*
DATE: 3 June 2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
3 Jun 2022✓	\$12,000	083.7271.16 ✓	Replace Sump Pit Pumps	083.7271.16 ✓	Annual Shut Down

Department Head Signature: *Maaf ol* *gd 6/6/2022*
Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Wendy Balo, Public Works
DATE: 6/7/2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers: Grant approved at 6/7/22 Commissioner meeting

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/7/2022	\$3,377.60 ✓	020.7085 ✓	District Support Grants	020.7085.39 ✓	Overbrook I&S
				<i>Tyler Account</i>	<i>170013-66935</i>

Department Head Signature:  *gd 6/7/2022*
Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Bill Beastrom
DATE: 16 June 2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
16 June 22	\$300 ✓	481.6517.4 ✓ (100083-6240)	Travel and Transportation (Dev meet air meal lodge)	481.6553 ✓ (100083-64000)	Clothing (supplies)

Department Head Signature: _____

Commissioner Signature: _____

Maafol *1gd 6/17/22*

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
 FROM: Road → Bridge
 DATE: 6/10/2022
 SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/10/2022	3,000.00	141.6111	Electric	141.6114	Natural Gas
6/13/2022					

Department Head Signature: Kevin Ellis ✓gd 6/13/22
 Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Treasurer/Rachael Knust
DATE: 06/15/2022
SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From: 031			Transfer To: 031	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
06/15/2022	630.00 ✓	6767 ✓	General Equipment	6531 ✓	General Supplies
06/15/2022	500.00 ✓	6517.4 ✓	Travel & Transportation	6281 ✓	Automobile

Department Head Signature: Rachael Knust /gd 6/15/22
Commissioner Signature: _____

2022-076

Position Vacancy Justification

Department:	Children's Developmental Services of Campbell County			Date:	6/3/22
Position Title:	Instructional Assistant				
Classification Grade:	103	Current Salary of Incumbent:	30,513.60		
Salary Range:	Min 14.67	Mid 18.33	Max 22.00		
Justification for Hiring Position:	To assist in providing appropriate services to children within the inclusive classroom while closely following National Association for the Education of Young Children (NAEYC) criteria and Developmentally Appropriate Practices (DAP).				
Termed Incumbent:					
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	 6/2/2022				
Commissioner Approval & Date:					

 6/9/22

2022-077
Position Vacancy Justification

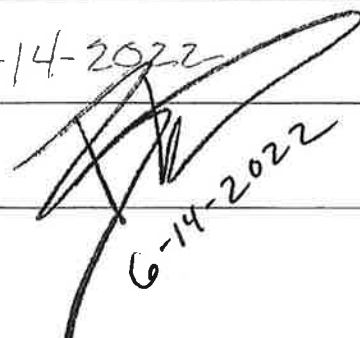
6/8/2022

Department:	Library	Date:	06/21/2022
Position Title:	Librarian - Tech Services		
Classification Grade:	111	Current Salary of Incumbent:	\$78,395.20
Salary Range:	Min \$62,480.01	Mid \$78,100.02	Max \$93,720.02
Justification for Hiring Position:	Filling existing budgeted position due to incumbent retirement. This position is essential for assuring effective cataloging of the library's collection. Responsibilities include acquisition, classification, cataloging, and discard processes of all library materials.		
Termed Incumbent:			
Position Originated:	Budgeted 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: 2080
Reason for Vacancy:	Replacement due to Termination:	Replacement due to Retirement: x	Promotion:
Existing Budgeted Position:	Yes		
Benefit Eligible:	Yes		
Department Head Signature & Date	<i>Jeri L. Lesley</i> 6/7/22		
Commissioner Approval & Date:			


 6/6/22

2022-078

Position Vacancy Justification

Department:	Parks and Recreation Bell Nob		Date:	06/14/2022	
Position Title:	Mechanic				
Classification Grade:	107	Current Salary of Incumbent:	62,732.80		
Salary Range:	Min 46,176	Mid 58,666.40	Max 71,156.80		
Justification for Hiring Position:	Complete responsibility for all golf course maintenance equipment and record keeping. Includes but not limited to, grinding reels Computer controlled sprayer, GPS controlled golf carts, and daily adjustment, service and repair of gas and diesel engines, along with hydraulic and electrical systems.				
Termed Incumbent:					
Position Originated:	1990				
Funding Source for Position:	County: x	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time x	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Transfer to new depart.		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 6-14-2022				
Commissioner Approval & Date:	 6-14-2022				

2022-080
Position Vacancy Justification

Department:	Road & Bridge			Date:	6-15-2022
Position Title:	Equipment Operator				
Classification Grade:	106	Current Salary of Incumbent:	\$26.08		
Salary Range:	Min \$20.18/hr	Mid \$25.64/hr	Max \$31.09/hr		
Justification for Hiring Position:	Sr. Eq. Operator promoted to Superintendent, replacement operator needed. Currently budgeted position.				
Termed Incumbent:					
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:		2080
Reason for Vacancy:	Replacement due to Termination: No		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	<i>Hermann P. [Signature]</i> 6-15-2022				
Commissioner Approval & Date:	<i>[Signature]</i> 6-15-2022				

079
8022-078

Position Vacancy Justification

Department:	Treasurer's Office		Date:	06/15/2022	
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:					
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					
Commissioner Approval & Date:					

MASTER ACKNOWLEDGEMENT OF RESPONSIBILITY FORM

TO BE COMPLETED BY THE MASTER ELECTRICIAN OF RECORD

I, Jeffery L Holder, Wyoming Master Electrician
Printed First Name MI Printed Last Name

License Number: M- 719, Expiration Date 7/1/25 DO HEREBY DECLARE That I am an employee of:

Contractor Name: Campbell County Contractor License Number: C- 24396

Contractor Address: 500 S. Gillette Ave Suite 1400 Gillette WY. 82716
City State Zip

DO NOT SIGN THIS FORM WITHOUT READING THE STATEMENT BELOW

I Jeffery L. Holder FURTHER DECLARE that I am actively engaged in a full
PRINT FULL LEGAL NAME
time capacity for the above named Wyoming licensed electrical contracting company, and that I am not the Master of Record for, nor am I employed by, any other electrical contractor. I hereby assume ALL responsibility for the planning, laying out, and supervision of all electrical work performed by the above named company in the State of Wyoming from this day forth until I shall have notified the Wyoming State Electrical Board or its legally appointed representative in writing of the cancellation of this agreement. I acknowledge that I have received the Wyoming Electrical Board Code Rule and Regulations and further agree to assume responsibility to ensure that National Electrical Code, Wyoming Statutes and applicable Rules and Regulations of the Department of Fire Prevention and Electrical Safety are adhered to on all electrical work undertaken by the above named company in the State of Wyoming. I UNDERSTAND that any violation of the provisions could result in criminal penalties as stated in Wyoming Statute 35-9-130.

Jeffery L. Holder 6-8-22
Signature Date

~ This Form Must Be Signed and Verified ~

ACKNOWLEDGEMENT

State of Wyoming

County of Campbell

This instrument entitled Master Acknowledgement of Responsibility Form was acknowledged before me on
Title of document being acknowledged

6-8-22 by Jeffery L. Holder
Date Name of Person



Angie Siegel
Signature of Notarial Officer

Title (e.g. Notary Public)

My commission expires: April 5, 2023

~PERSONNEL OF APPLICANT~

The personnel of an applicant are, for example:

- If you are an individual, the applicant will be listed below.
- If you are a partnership, the members of the partnership including limited partners will be listed below.
- If you are a corporation, the president, vice-president and secretary will be listed below.
- The "personnel" shall also include the Master Electrician of Record when such person is to qualify for applicant.
- Do not list any other employees other employees other than the person(s) stated above. Do not list directors of a corporation.

PERSONNEL OF APPLICANT PRINTED FULL LEGAL NAME	TITLE OR POSITION (OWNER, PARTNER, OFFICER)	RESIDENCE ADDRESS (PHYSICAL ADDRESS)
Del Sholstad		

IMPORTANT: The following certification must be completed by each person named in "Personnel of Applicant"

I am aware of the provision of the Wyoming Statutes, which require every employer to be insured against liability of workmen's compensation and that all electrical work be supervised by a Wyoming licensed master electrician. I acknowledge receipt of Wyoming Electrical Board Rules and Regulations.

On this _____ day of _____, 20____, I certify under penalty of perjury to the truth and accuracy of all statements, answers and representations made in the application, including all supplementary statements attached hereto and hereby apply for a license under the provisions of W.S. 35-9-125.

INSTRUCTIONS FOR SIGNING

- An application by an individual must be signed by that individual.
- An application by a partnership must be signed by each partner, including limited partners.
- An application must be signed by a qualified officer of the Corporation.

(Owner, Partner, Officer of Corporation)

_____ Title _____

_____ Title _____

_____ Title _____

_____ Title _____

State of _____

County of _____

This _____ signed and sworn to (or affirmed) before me on _____
Title of document being signed & sworn to Date

by _____
Name(s) or Person(s) Making Statement

(Seal)

Signature of Notarial Officer

My Commision Expires: _____

Title (e.g. Notary Public)

The following page(s) contain the backup material for Agenda Item: [9:05 Clerk of District Court Cooperative 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.

**COOPERATIVE AGREEMENT FOR RESPONSIBILITIES BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES,
CHILD SUPPORT PROGRAM AND
CAMPBELL COUNTY CLERK OF DISTRICT COURT**

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are Wyoming Department of Family Services, Child Support Program (Agency), whose address is: 2300 Capitol Avenue, Hathaway Building, 5th Floor, Suite C, Cheyenne, Wyoming 82002-0490, and Campbell County Clerk of District Court (CDC), whose address is 500 South Gillette, Gillette, Wyoming 82719.
2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the mutual responsibilities between the parties to receive and distribute child support payments according to federal law, rules, and policies regarding Title IV-D of the Social Security Act (IV-D), as amended and to enter child support orders and/or divorce decrees which specify payment of child and/or medical support whether the case is IV-D or Non IV-D as specified in Section 5 below.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from July 1, 2022 or the Effective Date, whichever is later, through June 30, 2024. All services shall be completed during this term. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.
4. **Payment.** No payment shall be made to either party by the other party as a result of this Agreement.
5. **Responsibilities of CDC.** Subject to available funding, the CDC agrees to:
 - A. Use the automated statewide child support computer system, known as Parental Obligation System for Support Enforcement (POSSE), as the exclusive system to:
 - (i) Accurately identify all child support payments received from employers, parents and other states and enter payments on correct case or cases.
 - (ii) Disburse child support payments within two (2) business days after receipt to the correct payee.
 - (iii) Enter all child support orders and/or divorce decrees which specify payment of child or medical support for all cases in the Child Support Program's caseload (IV-D) and all cases not in the child support caseload (Non IV-D).
 - (iv) Enter all modifications to child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or Non IV-D.

- (v) Enter all abatements concerning child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or Non IV-D.
 - (vi) Enter and update this information when informed of changes including social security number, residential and mailing addresses, telephone numbers, and driver's license number, as well as the name, address and telephone number of any employers, for each party to any paternity or child support proceedings upon entry of an order.
 - (vii) Enter all adjudications of paternity by judicial processes, including non IV-D cases.
- B. Provide customer service and furnish information to any custodial parent involved in a child support case, in a timely manner, when requests are made regarding the status of child support payments and/or child support arrearages.
 - C. Collect payments of District Court filing fees as stated in Wyo. Stat. § 5-3-206 (a)(i).
 - D. Answer all questions regarding IV-D child support payments or Non IV-D wage withholding payments on orders entered after January 1, 1994 which may be referred to the State Single Address Location. Enforcement questions may be referred to the appropriate enforcement district.
 - E. Provide up-to-date reporting of child support data to the Court, as required by the Court.
 - F. Cooperate with Agency and state enforcement districts to meet federal child support enforcement requirements.
 - G. Ensure CDC personnel with authorized access to federal tax information complete the Internal Revenue Service (IRS) security training on safeguarding Federal Tax Information (FTI) annually and forward any necessary documents to the Agency state office within thirty (30) days of a request. The Agency will provide a copy of any documents necessary to complete the annual security training.
 - H. Ensure that all program personnel handling money are covered by fidelity bonding insurance.

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

- A. Maintain computer hardware and POSSE within each CDC office to afford the court ready access to child support enforcement data. CDC may retain these resources as long as this Agreement remains in force.

- B. Provide computer hardware and software for CDC use, in support of POSSE, as long as the Agreement is in effect.
- C. Cooperate responsively with CDC regarding all elements of this Agreement.
- D. Respond as soon as practicable to CDC reports of POSSE system problems.
- E. Provide POSSE computer hardware and software upgrades as needed.
- F. Provide training to CDC on POSSE or computer hardware applications as needed.
- G. Ensure equipment provided to CDC by Agency is maintained on Agency inventory system.

7. **Special Provisions.**

- A. **CDC's Employee's Requirements.** In performance of this Agreement, the CDC agrees to comply with and assume responsibility for compliance by its employees with the following requirements:
 - (i) All work will be performed under the supervision of the CDC or the CDC's responsible employees.
 - (ii) Any federal tax returns or return information made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the CDC is prohibited.
 - (iii) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 - (iv) No work involving returns and return information furnished under this Cooperative Agreement will be subcontracted without prior written approval of the IRS.
 - (v) The CDC will maintain a list of employees with authorized access. The list will be provided to the Agency and, upon request, to the IRS reviewing office.
 - (vi) The Agency will have the right to void the Cooperative Agreement if the CDC fails to provide the safeguards described above.

B. Criminal/Civil Sanctions

- (i) Each officer or employee of a CDC to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars (\$5,000.00) or imprisonment for as long as five (5) years, or both, together with the costs of prosecution.
- (ii) Each officer or employee of a CDC to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars (\$1,000.00) or imprisonment for as long as one (1) year, or both, together with the costs of prosecution.
- (iii) Each officer or employee of a CDC to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of one thousand dollars (\$1,000.00) for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (iv) Additionally, it is incumbent upon the CDC to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to CDCs by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a CDC, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000.00).

- (v) Granting CDC access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. CDCs and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, CDC and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. Section 10 states to the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the CDC shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the CDC, and the subcontractor shall assume toward the CDC all the same obligations, duties and responsibilities which the CDC assumes toward the agency under this agreement. For the initial certification and the annual recertifications, CDC and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

- C. **Inspection.** The IRS and the Agency, with 24 hours notice, shall have the right to send its inspectors into the offices and plants of the CDC to inspect facilities and operations performing any work with FTI under this agreement for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the CDC is found to be noncompliant with FTI safeguard requirements.

8. General Provisions

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer

to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The CDC shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of Agency.
- D. **Audit and Access to Records.** Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the CDC which are pertinent to this Agreement. The CDC shall immediately, upon receiving written instruction from Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the CDC which are pertinent to this Agreement. The CDC shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Agency.
- E. **Availability of Funds.** Each payment obligation of Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by Agency at the end of the period for which the funds are available. Agency shall notify the CDC at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Agreements.** Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The CDC shall cooperate fully with other contractors and Agency in all such cases.
- G. **Certificate of Good Standing.** The CDC shall provide to Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that CDC is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. CDC shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.

- H. **Compliance with Laws.** The CDC shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all executive orders in the performance of this Agreement.
- I. **Confidentiality of Information.** 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 CDC in the performance of this Agreement shall be kept confidential by the CDC unless written permission is granted by Agency for its release. If and when CDC receives a request for information subject to this Agreement, CDC 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.
- J. **Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- K. **Ethics.** CDC shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing CDC's profession.
- L. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- M. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. **Independent Contractor.** The CDC shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement,

the CDC shall be free from control or direction over the details of the performance of services under this Agreement. The CDC shall assume sole responsibility for any debts or liabilities that may be incurred by the CDC in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the CDC or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or Agency or to incur any obligation of any kind on behalf of the State of Wyoming or Agency. The CDC agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the CDC or the CDC's agents or employees as a result of this Agreement.

- P. **Nondiscrimination.** The CDC shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- Q. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- R. **Ownership and Return of Documents and Information.** 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 CDC in the performance of this Agreement. Upon termination of services, for any reason, CDC agrees to return all such original and derivative information and documents to 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.
- S. **Patent or Copyright Protection.** The CDC recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the CDC or its subcontractors will violate any such restriction. The CDC shall defend and indemnify Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and

approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

U. Insurance Requirements.

- (i) During the term of this Agreement, the CDC shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the CDC or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against CDC or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The CDC shall provide Certificates of Insurance to the 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 CDC, such insurance in the name of the CDC, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the CDC under this Agreement.
- (vi) All policies required by this Agreement shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

V. Insurance Coverage. The CDC 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) \$2,000,000.00 each occurrence;

- (b) \$2,000,000.00 personal injury and advertising injury;
- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

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

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

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

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

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

- (iv) For any liabilities not covered by the CDC's insurance policy, CDC is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency. If CDC is not a member of WARM or LGLP, CDC shall provide proof of coverage verifying that it is self-insured up to the limits in the Wyoming Governmental Claims Act.

- (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 CDC's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits as follows:

(a) \$2,000,000.00 general aggregate.

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

- (vi) Commercial Crime Insurance. Commercial crime insurance including employee dishonesty coverage with minimum limits of \$250,000.00 each occurrence.

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

(a) \$1,000,000.00 general aggregate.

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

- W. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the CDC, shall identify Agency as the sponsoring agency and shall not be released without prior written approval from Agency.
- X. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. **Sovereign Immunity and Limitations** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the CDC expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions,

and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Family Services, Child Support Program

Korin A. Schmidt, Director

Date

Kristie Arneson
Economic Security Senior Administrator

Date

CDC:

Campbell County Board of County Commissioners

Del Shelstad,
Chairman, Campbell County Board of Commissioners

Date

Deputy Campbell County & Prosecuting Attorney

Emily Williams

Date

Campbell County Clerk of District Court

Cheryl Chitwood
Cheryl Chitwood

5/9/22
Date

Attorney General's Office Approval as to Form

Meg Pope # 221630
Meg Pope
Senior Assistant Attorney General

4/29/22
Date

The following page(s) contain the backup material for Agenda Item: [9:10 Early Intervention & Education Program Part B 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.

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Contract pertains to the Part B/619, Early Intervention and Education Program section of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C § 1400, *et seq.*, and regulations 34 CFR Part 300, to include Subpart G Authorization, Allotment, Use of Funds, and Authorization of Appropriations (Section 611 of Part B of IDEA), Subpart H Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, Wyo. Stat. § 21-2-706, and Agency policies and procedures, which are incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2022, or Effective Date, whichever is later, through June 30, 2023. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one million, eight hundred twenty-one thousand, six hundred sixty-one dollars and forty-four cents (\$1,821,661.44). Payment shall be made 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. Pursuant to Wyo. Stat. § 21-2-706, state funding is based upon the state December 1 child count. The state per-child rate for Fiscal Year 2023 is eight thousand, three hundred eleven dollars and forty cents (\$8,311.40) plus three hundred and sixty-three dollars (\$363.00) per child to provide social-emotional development services for a total per child amount of eight thousand, six hundred seventy-four dollars and forty cents (\$8,674.40).

- (i) Total state funding for eligible children ages three (3) through five (5) years, including social-emotional development services, is one million, seven hundred eight thousand, eight hundred fifty-six dollars and eighty cents (\$1,708,856.80).
- C. Pursuant to Assistance Listing Number (ALN) 84.027A, the source of federal funds for Part B/611 is based upon the federal December 1 child count. The total amount for eligible children ages three (3) through five (5) years is sixty-two thousand, eight hundred eleven dollars and eighty-five cents (\$62,811.85).
- D. Pursuant to ALN 84.173A, the source of federal funds for Part B/619 is based upon the federal December 1 child count. The total amount for eligible children ages three (3) through five (5) years is forty-nine thousand, nine hundred ninety-two dollars and seventy-nine cents (\$49,992.79).
- E. 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.
- F. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

5. Responsibilities of Subrecipient. The Subrecipient agrees to:

- A. Abide by the IDEA 20 U.S.C § 1400, *et seq.* and regulations 34 CFR Part 300, to include Subpart H Preschool Grants for Children with Disabilities (Part B/619), Wyoming Department of Education Chapter 7 Rules Governing Services for Children with Disabilities, and Wyo. Stat. §§ 21-2-701 to 706 and any subsequent revisions to these federal and state rules and regulations, and Agency policies and procedures, which are incorporated into this Contract by this reference.
- B. Be accessible to eligible children ages three (3) through five (5) years with disabilities throughout the entire Contract period; provide a minimum of four hundred fifty (450) hours of preschool within the one hundred seventy-five (175) contact days, as needed, to meet Individualized Education Program requirements.
- C. Ensure Subrecipient's staff are available to provide continuous services under this Contract on a general business schedule, including summer months. Subrecipient must provide the Agency with notice of upcoming closures and planned closures must be indicated on a calendar for the public to access.
- D. Provide the services described in Attachment A.

- E.** Abide by guidance set forth in Attachment B, Fiscal Assurances, which is attached to and incorporated into this Contract by this reference.
- F.** Utilize instruments for comprehensive evaluation of children ages three (3) through five (5) years to determine the need for special education and related services.
- G.** Adhere to Wyoming Early Hearing Detection and Intervention (EHDI) hearing screening protocols and procedures, which are incorporated into this Contract by this reference, and complete timely submission of screening results and follow-up information for both hearing and vision in the Wyoming EHDI tracking system.
- H.** Ensure all services are provided by highly qualified professionals in accordance with the Every Student Succeeds Act, Professional Teacher Standards Board standards, Wyoming licensure requirements for related service providers, and the Wyoming Department of Family Services Child Care Licensing rules, which are incorporated into this Contract by this reference.
- I.** Ensure grievance procedures are followed in accordance with the Wyoming Department of Education's Dispute Resolution procedures, which are incorporated into this Contract by this reference.
- J.** Ensure use of evidence-based practices and an evidence-based curriculum.
- K.** Submit a statement regarding personnel vacancies as requested by the Agency for calculation of Maintenance of Effort, as defined in Attachment A.
- L.** Implement an Individual Service Plan for all students in a private school setting, including a home-school setting, as defined in Attachment A.
- M.** Keep all computer software and applications up-to-date.
- N.** Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of the Family Educational Rights and Privacy Act (FERPA), IDEA, or other applicable federal, state, or local law.
- O.** Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- P.** Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology, which are incorporated into the Contract by this reference.

6. Responsibilities of Agency. The Agency agrees to:

- A.** Pay Subrecipient in accordance with Section 4 above.
- B.** Consult with and advise the Subrecipient, as necessary, about the requirements of this Contract.
- C.** Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
- D.** Ensure all computer and software applications are up to date.
- E.** Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of FERPA, IDEA, or other applicable federal, state, or local law.
- F.** Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- G.** Limit its use, disclosure, or requests for individually identifiable education records to the extent necessary to accomplish the intended purposes of such use, disclosure, or request.
- H.** Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology.
- I.** Notify the Subrecipient within five (5) business days of any use or disclosure of individually identifiable education records not provided for by this Contract, any security incident, or any breach of unsecured individually identifiable education records of which the Agency becomes aware.
 - (i)** Such notice shall include the identification of each individual whose individually identifiable education record has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the individually identifiable education record was secured or unsecured, and a description of any security measures used.
 - (ii)** A disclosure, incident, or breach shall be treated as discovered by the Agency as of the first day on which such breach is known to the Agency, or, by exercising reasonable diligence, would have been known to the Agency. The Agency shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would

have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent of the Agency.

(iii) All reports of breach involving unsecured individually identifiable education records by the Agency shall also include the most current contact information available for each individual whose individually identifiable education record has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by the Subrecipient for the notification of individuals.

J. Ensure any subrecipient the Agency uses to create, receive, maintain, or transmit individually identifiable education records on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Agency under the terms of this Contract.

K. Ensure all individually identifiable education records received from the Subrecipient or otherwise created, maintained, or transmitted on behalf of the Subrecipient are made available to the Subrecipient as necessary for the Subrecipient to comply with an individual's request for access to individually identifiable education records, or any other request that may be required by law. If the Agency receives such request for individually identifiable education records directly, it shall notify the Subrecipient within three (3) business days following its receipt of such request. Thereafter, the parties agree to meet to promptly discuss and jointly resolve the request for individually identifiable education records. The parties' failure to reach an agreement regarding any such request prior to the timeframes specified in IDEA, as applicable, shall be cause for the Agency to terminate this Contract and all other contracts between the parties.

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. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.
- 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 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by 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 CFR 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 fifteen (15) pages; Attachment A, Statement of Work, consisting of six (6) pages, and Attachment B, Fiscal Assurances, consisting of one (1) page; 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.
- 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. § 9-2-3204(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) \$250,000.00 each person;
- (b) \$500,000.00 each occurrence;

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: \$250,000.00 each accident;
- (b) Bodily Injury by Disease: \$250,000.00 each employee; and
- (c) Bodily Injury by Disease: \$500,000.00 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) \$250,000.00 each person; and
 - (b) \$500,000.00 each occurrence.

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

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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, Behavioral Health Division

Stefan Johansson, Director

Date

Matthew Petry, MPA, Senior Administrator

Date

SUBRECIPIENT:

Campbell County Children's Developmental Services

Del Shelstad, Chairman of the Board of Commissioners

Date

Bertine Bahige, Board of Directors Chair

Date

Robert Tranas, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #222410

Cole R. White, Assistant Attorney General

6-2-27

Date

Fiscal Assurances

The Subrecipient assures through the terms and conditions of interagency agreements, contracts, memoranda of understanding, and purchase orders, the following:

1. Federal funds made available under Part B shall not be commingled with State funds.
 - a. "State funds" reference state, local, and private funding sources other than federal Part B funds. This assurance shall be satisfied by the use of an accounting system that includes an "audit trail" of the expenditure of funds awarded under Part B. Separate bank accounts are not warranted.
2. Every effort shall be made to maintain the level of local funds expended for Part B services in order to support the State's ability to meet the federal non-supplanting assurance. Federal funds made available under Part B shall be used to supplement and increase the level of State and local funds expended for children ages three (3) through five (5) years with disabilities and their families and in no case supplant such State and local funds appropriated or budgeted at the state and local level for Part B services.
3. Fiscal control and fund accounting procedures shall be adopted as necessary to assure proper disbursement of, and accounting for, federal and state funds paid under Part B.
4. Prior approval shall be obtained from the Agency Part B Coordinator or designee for the purchase of equipment using federal or state funds, costing five thousand dollars (\$5,000.00) or more.
5. All local participating agencies/providers shall be informed of the assurances listed above and that the obligation to comply with these assurances shall be included in all contracts, agreements, and purchase orders with local Part B services providers.

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services (Subrecipient)
For services to be provided from July 1, 2022, or Effective Date, whichever is later, through
June 30, 2023

I. Background/Introduction

This Contract upholds the requirements set forth in Individuals with Disabilities Education Act (IDEA) Part B/619 and Part B/611. The Contract and funds provided are used as compensation for preschool, early childhood special educators and related service providers, and preschool services for the provision of IDEA; professional social-emotional services including training and technical assistance to community partners, and training and technical assistance in early childhood social emotional development; implementation of evidence-based best practices, screening and evaluation of children ages three (3) through five (5) years; and other required activities to ensure each child is provided a Free Appropriate Public Education as required in IDEA.

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C § 1400, *et seq.*, and regulations 34 CFR Part 300, to include Subpart G Authorization, Allotment, Use of Funds, and Authorization of Appropriations (Section 611 of Part B of IDEA), Subpart H Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, Wyo. Stat. § 21-2-706, and Agency policies and procedures, which are incorporated into this Contract by this reference.

III. Definitions

- A. **Timely Data Submission**: As defined by the Agency, a complete electronic submission of any and all documents required under IDEA that demonstrates a child is placed on an Individualized Education Program (IEP) to receive services under Part B/619 of IDEA.
- B. **Designated Data Security Officer**: The person responsible for ensuring privacy and security of protected information.
- C. **Individual Service Plan**: A plan that describes the special education and related services the Subrecipient shall make available to a child in a preschool or private school setting including a home-school setting.
- D. **Generally Accepted Accounting Principles (GAAP)**: A framework of accounting standards, rules and procedures defined by the professional accounting industry.

- E. **Preschool Hours:** Provide a minimum of four hundred fifty (450) hours (defined by Wyoming Department of Education) within the one hundred seventy-five (175) contact days.
- F. **Least Restrictive Environment (LRE):** Defined by IDEA as “To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the uses of supplementary aids and services cannot be achieved satisfactorily.”
- G. **Free and Appropriate Public Education (FAPE):** 34 CFR Part 300 states: “A free and appropriate public education must be available to all children residing in the state between the ages of three (3) and twenty-one (21) [years], inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in § 300.530(d).”
- H. **Annual Performance Report (APR):** IDEA requires each state to develop a State Performance Plan/Annual Performance Report (SPP/APR) that evaluates the state’s efforts to implement the requirements and purposes of the IDEA and describes how the state will improve its implementation. The SPP/APRs include indicators that measure child and family outcomes and other indicators that measures compliance with the requirements of the IDEA.
- I. **Time and Effort:** All employees who are paid in full or in part with federal funds must keep specific documentation to demonstrate the amount of time they spent on federal grant activities is allocable or chargeable to the Grant.

IV. **Deliverables**

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED ONE MILLION, EIGHT HUNDRED TWENTY-ONE THOUSAND, SIX HUNDRED SIXTY-ONE DOLLARS AND FORTY-FOUR CENTS (\$1,821,661.44).

DELIVERABLE	TIMELINE	DOCUMENTATION
A. Preschool, Special Education, and Related Services. Subrecipient shall:		
1. Provide services for eligible children ages three (3) through five (5) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions. Ensure services for all students are individualized in accordance with IDEA.	Ongoing throughout Contract term	All IEP documents and data present in Agency prescribed data system
a. Provide a Summary Report which shall include social/emotional provider agreements or contracts, and documentation of how the requirements to provide preschool and special education services to the child through IEP goals are met. Include	Summary report shall be submitted by October 31, 2022	Summary Report as prescribed by the Agency submitted via email to:

information on how social/emotional training is provided to community providers in accordance with Wyo. Stat. § 21-2-706(d)(ii). b. Follow requirements of the Child Outcomes Process as prescribed by Agency including the Timely Data Submission of outcome data. Ensure staff administering the Battelle Developmental Inventory, (BDI) have appropriate training, that administration of the BDI is according to publisher's specifications, and that all applicable Child Outcomes information is completed within the Agency prescribed data system and the electronic scoring platform. This includes children transitioning to kindergarten. c. Utilize a nationally recognized curriculum within each preschool classroom that aligns with the Division of Early Childhood (DEC) recommended practices. d. Preschool hours offered must be sufficient to ensure the full continuum of placements in the consideration of LRE in order to provide FAPE. e. LRE Reimbursement shall be considered when offering the full continuum of placements, i.e. outside of Child Development Center preschool. f. Subrecipient shall submit a list of children receiving Part B/619 services who will be eligible for kindergarten enrollment in accordance with W.S. § 21-4-302(b) to the appropriate school district and the Agency with appropriate parental consent and in accordance with the Family Educational Rights and Privacy Act. i. Upon receipt of list and upon request of the school district, Subrecipient shall work with the school district to the extent possible to collectively develop an appropriate, individualized kindergarten transition plan. At the discretion of the current IEP team, representatives from the school district may attend IEP meetings for the time period the child receiving Part B/619 services becomes kindergarten eligible. g. Extended School Year (ESY) services may be included when determined necessary for		wdheiep.contractors-deliverables@wyo.gov Curriculum used documented in Summary Report template Documentation of team decision contained within IEP documents Documentation of LRE Reimbursement Tuition process
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educational benefit at the IEP team's discretion. Ensure continuous IEP services are provided up to the first day of kindergarten if required by the IEP.		
DELIVERABLE	TIMELINE	DOCUMENTATION
B. Monitoring. Subrecipient shall:		
1. Participate in onsite and virtual monitoring at the discretion of the Agency.	Date to be determined by the Agency	

DELIVERABLE	TIMELINE	DOCUMENTATION
C. Timely Data Submission. Subrecipient shall:		
1. Ensure all data and documents are updated in accordance with the definition at SOW Section III A.	Within three (3) business days of any completed activity related to child's file	Data and IEP documents updated in the Agency prescribed data system
2. Subrecipient shall be available to review specific APR data at Agency's request.	Review of data shall occur annually	Data reports provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
D. Professional Development and Staff Credential Requirements. Subrecipient shall:		
1. Ensure all staff maintain current licensure and certification. Licensure and certification expiration dates must be kept current on all staff within the Agency prescribed data system.	Ongoing throughout Contract term and provided within ten (10) business days as requested by Agency	Certification and licensure documents uploaded in the Agency prescribed data system
2. Report on personnel (in full-time equivalency of assignment) employed to provide special education and related services for children with disabilities.	Within ten (10) business days of request from Agency	WDE 455 (Full Time Equivalent Personnel Report) submitted to Agency
3. Demonstrate ongoing professional development opportunities are provided to preschool providers.		Sign in sheets indicating attendance for Subrecipient sponsored trainings maintained onsite Summary of activities included in Summary Report

4. Ensure Designated Data Security Officer has completed training on the Family Educational Rights and Privacy Act and applicable transmittal of records provisions of IDEA.	Training shall be completed by June 30, 2023	Training certificate or documentation of training submitted to Agency
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DELIVERABLE	TIMELINE	DOCUMENTATION
E. Child Find Activities. Subrecipient shall:		
1. Implement an ongoing system to locate, identify, and evaluate all children ages three (3) through five (5) years residing within the Subrecipient's regional service area who are in need of special education and related services in accordance with 34 CFR Part 300. Ensure documentation of Child Find agreements with local school districts are maintained on site and available for review by Agency.	Ongoing throughout Contract term	Summary Report template provided by Agency
2. Submit completed vision and hearing screening results for all children screened as part of Child Find and IDEA services. Ensure hearing and vision screening results are part of the Part B/619 evaluation process.	Results documented in the Early Hearing Detection and Intervention data system within ten (10) business days of screening and in initial or annual IEP, as applicable	Results of screening or medical documentation recorded in Early Hearing Detection and Intervention data system and in IEP

DELIVERABLE	TIMELINE	DOCUMENTATION
F. Reports and Verifications. Subrecipient shall:		
1. Submit Name of Designated Data Security Officer.	Within ten (10) business days of new designee	Included in Summary Report as prescribed by Agency
2. Submit a Personnel Vacancy Report to the Agency.	By July 31, 2023	Template provided by Agency
3. Submit Calendar demonstrating one hundred seventy-five (175) contact days.	By August 1, 2022	Calendar of contact days
4. Submit self-assessment.	By June 1, 2023	Template provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
G. Financial Reports and Records Maintenance. Subrecipient shall:		

1. Maintain financial accounting records and documents for seven (7) years in accordance with GAAP and provide financial reports as requested by Agency.	Ongoing throughout Contract term	
2. Maintain detailed monthly accounting with supporting documentation for all Federal Part B/619 and 611 expenditures. a. If expenditures are for staff salaries, documentation shall include what activities or portion of staff time were dedicated to: i. Part B/619, and ii. Part B/611.	Within ten (10) business days of request from Agency Submit by June 30, 2023	Time and Effort logs or Part B certification form, as applicable
3. Submit to Agency all newly employed Part B/619 staff information. Upon receipt, Agency will issue a Wyoming Integrated Statewide Education Record Identifier (WISER ID).	Within ten (10) business days of request from Agency	Include information required by Agency to issue WISER ID number
4. Maintain all educational records for seven (7) years following the child's exit from Part B.		Paper and electronic educational records

DELIVERABLE	TIMELINE	DOCUMENTATION
H. Proof of three percent (3%) match. Subrecipient shall:		
1. Demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706.	Submit by October 31, 2022	Included in Summary Report

V. Changes to Statement of Work

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

In the event it is determined by the Agency that a change to this SOW is required, a contract amendment shall be made to this Contract in accordance with Section 8.A. of this Contract.

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The following page(s) contain the backup material for Agenda Item: [9:15 Early Intervention & Education Program Part C 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.

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Contract pertains to the Part C, Early Intervention and Education Program of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide early intervention to children ages birth through two (2) years and their families, including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.
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, 2022, or Effective Date, whichever is later, through June 30, 2023. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed seven hundred twenty-five thousand, two hundred twenty dollars and eighty-four cents (\$725,220.84). Payment shall be made 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.
 - C. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

- D. Pursuant to Wyo. Stat. § 21-2-706, state funding is based upon the December 1 child count. The state per-child rate for Fiscal Year 2023 is six thousand, five hundred forty-five dollars and forty-four cents (\$6,545.44) plus three hundred sixty-three dollars (\$363.00) per child to provide social-emotional development services for a total per child amount of six thousand, nine hundred eight dollars and forty-four cents (\$6,908.44).
- (i) Total state funding for eligible children ages birth through two (2) years including social-emotional development services is five hundred ninety-four thousand, one hundred twenty-five dollars and eighty-four cents (\$594,125.84).
- E. Pursuant to the Assistance Listing Number 84.181, the source of federal funds for Part C is based upon the December 1 child count. The total amount of federal funds for eligible children ages birth through two (2) years, including implementing a comprehensive system of personnel development is one hundred thirty one thousand, ninety-five dollars (\$131,095.00).
- (i) Federal funds shall be paid upon submission of invoice pursuant to Wyo. Stat. § 16-6-602 to provide services to children ages birth through two (2). Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. The total amount of federal funds for service provision is one hundred twenty-one thousand, ninety-five dollars (\$121,095.00)
- (ii) Federal funds shall be paid upon submission of invoice pursuant to Wyo. Stat. § 16-6-602 to offset the cost of professional development/technical assistance provided by professionals with the demonstrated knowledge in early intervention best practices and educational materials appropriate to eligible children ages birth through two (2) years is ten thousand dollars (\$10,000.00).

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

- A. Abide by the IDEA, 20 U.S.C § 1400, *et seq.*, regulations 34 CFR Part 303, Wyo. Stats. §§ 21-2-701 through 706, Wyoming Department of Health Administrative Rules, Chapter 8: Services for Infants and Toddlers with Developmental Delays, and any subsequent revisions to these federal and state rules, which are incorporated into this Contract by this reference.
- B. Provide the services described in Attachment A.
- C. Abide by guidance set forth in Attachment B, Fiscal Assurances, which is attached to and incorporated into this Contract by this reference.

- D. Ensure Subrecipient's staff are available to provide continuous services under this Contract on a general business schedule, including summer months. Subrecipient must provide the Agency with notice of upcoming closures and planned closures must be indicated on a calendar for the public to access.
- E. Utilize age appropriate assessment instruments for evaluating children ages birth through two (2) years to determine the need for early intervention services.
- F. Adhere to Wyoming Early Hearing Detection and Intervention (EHDI) hearing screening protocols and procedures, which are incorporated into this Contract by this reference, and complete timely submission of screening results and follow-up information for both hearing and vision in the Wyoming EHDI tracking system.
- G. Ensure all services are provided by highly qualified professionals in accordance with Wyoming licensure requirements for related service providers, and the Wyoming Department of Family Services Child Care Licensing rules, which are incorporated into this Contract by this reference.
- H. Maintain responsibility for all monetary remediation regarding individual grievances in which, after investigation by the Agency, the Agency finds appropriate services were denied.
- I. Keep all computer software and applications up-to-date.
- J. Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of the Family Educational Rights and Privacy Act (FERPA), IDEA, or other applicable federal, state, or local law.
- K. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- L. Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology, which are incorporated into the Contract by this reference.

6. Responsibilities of Agency. The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 4 above.
- B. Consult with and advise the Subrecipient as necessary, about the requirements of this Contract.

- C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
- D. Ensure all computer and software applications are up to date.
- E. Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of FERPA, IDEA, or other applicable federal, state, or local law.
- F. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- G. Limit its use, disclosure, or requests for individually identifiable education records to the extent necessary to accomplish the intended purposes of such use, disclosure, or request.
- H. Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology.
- I. Notify the Subrecipient within five (5) business days of any use or disclosure of individually identifiable education records not provided for by this Contract, any security incident, or any breach of unsecured individually identifiable education records of which the Agency becomes aware.
 - (i) Such notice shall include the identification of each individual whose individually identifiable education record has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the individually identifiable education record was secured or unsecured, and a description of any security measures used.
 - (ii) A disclosure, incident, or breach shall be treated as discovered by the Agency as of the first day on which such breach is known to the Agency, or, by exercising reasonable diligence, would have been known to the Agency. The Agency shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent of the Agency.
 - (iii) All reports of breach involving unsecured individually identifiable education records by the Agency shall also include the most current contact information available for each individual whose individually identifiable

education record has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by the Subrecipient for the notification of individuals.

- J. Ensure that any subrecipient the Agency uses to create, receive, maintain, or transmit individually identifiable education records on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Agency under the terms of this Contract.
- K. Ensure that all individually identifiable education records received from the Subrecipient or otherwise created, maintained, or transmitted on behalf of the Subrecipient are made available to the Subrecipient as necessary for the Subrecipient to comply with an individual's request for access to individually identifiable education records, or any other request that may be required by law. If the Agency receives such request for individually identifiable education records directly, it shall notify the Subrecipient within three (3) business days following its receipt of such request. Thereafter, the parties agree to meet to promptly discuss and jointly resolve the request for individually identifiable education records.

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. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.
- 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 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by 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 CFR 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 fifteen (15) pages; Attachment A, Statement of Work, consisting of six (6) pages; and Attachment B, Fiscal Assurances, consisting of one (1) page, 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.
- 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. § 9-2-3204(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) \$250,000.00 each person;
- (b) \$500,000.00 each occurrence;

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: \$250,000.00 each accident;
- (b) Bodily Injury by Disease: \$250,000.00 each employee; and
- (c) Bodily Injury by Disease: \$500,000.00 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) \$250,000.00 each person; and
- (b) \$500,000.00 each occurrence.

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 sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- 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, Behavioral Health Division

Stefan Johansson, Director

Date

Matthew Petry, MPA, Senior Administrator

Date

SUBRECIPIENT:

Campbell County Children's Developmental Services

Del Shelstad, Chairman of the Board of Commissioners

Date

Bertine Bahige, Board of Directors Chair

Date

Robert Tranas, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 222097

Cole R. White, Assistant Attorney General

06-10-2022

Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services (Subrecipient)
For services to be provided from July 1, 2022, or Effective Date, whichever is later, through
June 30, 2023

I. Background/Introduction

Wyo. Stats. §§ 21-2-701 through 706 authorize the Agency to provide eligible children ages birth through two (2) years with early intervention. The Agency upholds these statutes by contracting with regional Child Development Centers (CDCs) to provide early intervention services. Funds are used for compensation of all providers of early intervention service. This includes early intervention service provision of social/emotional development activities, implementation of evidence-based best practices, screening and evaluation of children ages birth through two (2) years, and other required activities to ensure each child is provided early intervention services as required by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide early intervention to children ages birth through two (2) years and their families including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.

III. Definitions

- A. **Timely Data Submission:** As defined by the Agency, a complete electronic submission of any and all documents required that demonstrates a child is placed on an Individualized Family Service Plan (IFSP) to receive services under Part C of the IDEA.
- B. **Designated Security Officer:** The person responsible for ensuring privacy and security of protected information.
- C. **Individualized Family Service Plan (IFSP):** A written plan for special services for young children with developmental delays.
- D. **Wyoming Early Intervention Initiative (WEII):** A resource for families and their children who are deaf or hard of hearing.
- E. **Maintenance of Effort (MOE):** To ensure that State and local public funds used for early intervention services are maintained to meet payor of last resort requirements, 34 CFR Part 303.225(b) of Part C of IDEA requires states to budget for the current year at least the same aggregate amount of State and local public

funds spent in the most recent preceding fiscal year for which information is available.

IV. Deliverables

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED SEVEN HUNDRED TWENTY-FIVE THOUSAND, TWO HUNDRED TWENTY DOLLARS AND EIGHTY-FOUR CENTS (\$725,220.84).

DELIVERABLE	TIMELINE	DOCUMENTATION
A. Early Childhood Intervention Services. Subrecipient shall:		
1. Provide early childhood intervention services to eligible children ages birth through two (2) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions. a. Provide Agency with Summary Report submitted via email on template provided by the Agency; Include social/emotional provider agreements or contracts, and the requirements to provide early intervention services to the child through IFSP outcomes; Include information on how social/emotional training is provided to community providers in accordance with W.S. 21-2-706(d)(ii). b. Follow requirements of the Child Outcomes Process as prescribed by Agency including the Timely Data Submission of outcomes data. Ensure staff administering the Battelle Developmental Inventory (BDI) have had the appropriate training, that administration of the BDI is according to publisher's specifications, and that all applicable Child Outcomes information is completed within the Agency prescribed data system and the electronic scoring platform. c. For children receiving Part C services who may be eligible for transition to the Part B/619 Program for children with disabilities ages three (3) through five (5) years, Subrecipient shall coordinate transition as applicable between Programs, ensure services are not interrupted to the extent possible, and encourage family participation and engagement throughout the transition process. d. Include IFSP services and supports unique to children identified with hearing loss, vision loss,	Ongoing throughout Contract term	Summary Report as prescribed by the Agency submitted via email to: wdheiep.contractors-deliverables@wyo.gov Summary Report shall be submitted to Agency by October 31, 2022 Child Outcomes data shall be submitted as directed by Agency

deaf/blind, and behavior needs i.e. Teacher of the Deaf (TOD), Speech-Language Pathologist, Audiologist, Teacher Certified in Visual Impairment (TVI), Cortical Visual Impairment (CVI), Deaf/Blind Specialist, Early Childhood Psychologist, Behavior Specialist. e. Upon receipt of written parental consent for the purpose of sharing records with participating agencies under Part C of IDEA and the Family Educational Rights and Privacy Act. i. Utilize the Early Hearing Detection and Intervention (EHDI) WEII Plus Coordinator, to plan service provisions, for children identified with hearing loss, with written parental consent.		IFSP documentation (evaluation and services)
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DELIVERABLE	TIMELINE	DOCUMENTATION
B. Timely Data Submission. Subrecipient shall:		
1. Ensure all data and documents are updated in accordance with the definition at SOW Section III A.	Within three (3) business days of any updates to child information	Data and IFSP documents updated in Agency prescribed data system

DELIVERABLE	TIMELINE	DOCUMENTATION
C. Professional Development and Licensure Requirements. Subrecipient shall:		
1. Ensure all licensure documentation for Early Intervention Service (EIS) providers are current. Licensure and certification expiration dates must be kept current on all staff within the Agency prescribed data system.	Ongoing throughout Contract term and provided within ten (10) business days as requested by Agency	Certification and licensure documents updated in the Agency prescribed data system
2. Ensure all EIS providers are appropriately trained and provided availability of educational supports and professional development opportunities. a. New EIS providers shall complete online modules within six (6) months of hire. All other EIS providers shall retake the online modules at least every three (3) years.	Ongoing throughout Contract term	Summary of activities included in Summary Report Certificates of Completion maintained onsite Attendance lists for training activities maintained onsite

DELIVERABLE	TIMELINE	DOCUMENTATION
D. Child Find Activities. Subrecipient shall:		
1. Implement an ongoing system to locate, identify, and evaluate all children ages birth through two (2) years residing within the Subrecipient's regional service area who are in need of early intervention services in accordance with 34 CFR Part 303	Ongoing throughout Contract term	Summary of Child Find activities included in Summary Report
DELIVERABLE	TIMELINE	DOCUMENTATION
E. Reports provided to Agency. Subrecipient shall:		
1. Submit name of Designated Security Officer	Ongoing throughout Contract term	Included in Summary Report
DELIVERABLE	TIMELINE	DOCUMENTATION
F. Grievances. Subrecipient shall:		
1. Adhere to all complaint procedures as required in 34 CFR Part 303 Early Intervention Program for Infants and Toddlers with Disabilities and Wyoming Department of Health Administrative Rules, Chapter 8 Services for Infants and Toddlers With Developmental Delays.	Ongoing through Contract term	Included in Summary Report
DELIVERABLE	TIMELINE	DOCUMENTATION
G. Financial Reports. Subrecipient shall:		
1. Maintain financial accounting records and documents for seven (7) years in accordance with generally accepted accounting principles (GAAP) and provide financial reports which may be requested by the Agency.	Ongoing throughout Contract term	
2. Submit a financial and compliance audit, if applicable, for the previous fiscal year. If any areas of deficiency are noted, explain how the deficiency has been resolved. Audits are to determine whether: a. Financial operations are conducted properly; b. Financial statements are presented fairly; and c. Subrecipient has complied with terms of the Contract.	Audit report due upon completion of audit	Financial and Compliance Audit
3. Funds audited shall include but are not limited to: a. State general funds; b. All federal funds;		

c. All funds received from private sources; and d. All county funds.		
4. Submit Part C projected budget for State Fiscal Year (SFY) 2023 to Agency. Part C budget should include federal, state, and local funds received.	Part C projected budget due 8/17/2022	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov
5. Submit Part C expenditure reports twice, annually, to Agency. Expenditure reports shall include all funding sources. a. All sources of local public funds shall be reported as applicable for calculation of MOE. b. All sources of state funds shall be reported for calculation of MOE as applicable.	End of year report for expenditures between 7/1/2021 and 6/30/2022 due 8/17/2022 Mid-year report for expenditures between 7/1/2022 and 12/31/2022 due 2/17/2023	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov
6. Submit other fiscal data as requested by Agency.	Within (ten) 10 business days of Agency request	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov
7. Submit a completed Consolidated Monthly Cash Reconciliation and Cash Request for Part C funds form via e-mail to the Agency.	The fifteenth (15 th) day of each month for the previous month's expenditures	Submitted via email to: wdheiep.contractors-deliverables@wyo.gov

DELIVERABLE	TIMELINE	DOCUMENTATION
H. Proof of three percent (3%) match. Subrecipient shall:		
1. Demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706.	Ongoing throughout Contract term	Included in Summary Report

V. Changes to Statement of Work

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

Attachment A

In the event it is determined by the Agency that a change to this SOW is required, a Contract amendment shall be made to this Contract in accordance with Section 8.A. of the Contract.

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Fiscal Assurances

The Subrecipient assures through the terms and conditions of interagency agreements, contracts, memoranda of understanding, and purchase orders, the following:

1. Federal funds made available under Part C shall not be commingled with State funds.
 - a. "State funds" reference state, local, and private funding sources other than federal Part C funds. This assurance shall be satisfied by the use of an accounting system that includes an "audit trail" of the expenditure of funds awarded under Part C. Separate bank accounts are not warranted.
2. Every effort shall be made to maintain the level of local funds expended for Part C services in order to support the State's ability to meet the federal non-supplanting assurance. Federal funds made available under Part C shall be used to supplement and increase the level of State and local funds expended for infants and toddlers with disabilities and their families and in no case supplant such State and local funds appropriated or budgeted at the state and local level for Part C services.
3. Fiscal control and fund accounting procedures shall be adopted as necessary to assure proper disbursement of, and accounting for, federal and state funds paid under Part C.
4. Every effort shall be made to routinely and regularly consider and access all available sources of funds prior to use of Part C funds. To meet the payor of last resort provision, the requirements on non-substitution of funds and non-reduction of other benefits shall be met.
5. Prior approval shall be obtained from the Part C Coordinator or designee for the purchase of equipment using federal or state funds, costing five thousand dollars (\$5,000.00) or more.
6. All local participating agencies/providers shall be informed of the assurances listed above and that the obligation to comply with these assurances shall be included in all contracts, agreements, and purchase orders with local Part C services providers.

The following page(s) contain the backup material for Agenda Item: [9:20 UW Extension Office Services MOU](#)

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

MEMORANDUM OF UNDERSTANDING

Between

THE UNIVERSITY OF WYOMING

and

COMMISSIONERS OF CAMPBELL COUNTY

A. PARTIES. This Memorandum of Understanding (“MOU”) is made and entered into by and between the University of Wyoming (“University”) and Commissioners of Campbell (“County”).

B. PURPOSE:

The mission of the University of Wyoming Extension (“Extension”) in the College of Agriculture and Natural Resources at the University of Wyoming is to provide lifelong learning opportunities for the people of Wyoming and empower them to make choices that enhance their quality of life.

The purpose of this MOU is to formalize the longstanding relationship between the University and Campbell County pertaining to extension services in Campbell County.

Extension programs are made available in the State of Wyoming through cooperative arrangements between the University and the United States Department of Agriculture as provided for in the Smith-Lever Act of 1914 as amended, the Agriculture Marketing Act, the Memorandum of Understanding between the University and the United States Department of Agriculture, and laws of the State of Wyoming.

Pursuant to the foregoing, the Boards of County Commissioners of each participating county of the state and the University, acting through Extension, may conduct Extension

educational programs based on county needs in Agriculture and Natural Resources, Community Vitality and Health, and 4-H Youth Development in accordance with this MOU.

C. RESPONSIBILITIES OF THE COUNTY:

Within the exercise of lawful authority and available funds, the Board of County Commissioners will periodically authorize the expenditure of such sums as they may determine for providing support of Extension programs. Under the terms of this MOU, the county will:

1. Provide adequate, secure and appropriate office space, meeting space at the George Amos Memorial Building (GAMB) as may available and subject to the provisions contained in Section D.5., office equipment/furniture, maintenance, repairs and support of office equipment, storage space, high speed internet, connectivity, employment of clerical and secretarial help, telephone expenses, office supplies, supplemental postage, and other necessary expenses for maintaining an efficient office and effective programs.
2. Provide county owned vehicles or pay mileage pursuant to Campbell County's travel and expense policy for Extension personnel performing services under this agreement. University employees performing services under this agreement who operate county owned vehicles shall be properly licensed and insured in compliance with the laws of the State of Wyoming and the policies of the University and the County. The University shall be financially responsible for any and all claims, damage and liability resulting from said use and shall indemnify County from any such claims, damage, liability and costs associated with the loss and/or defense of any claim brought as a result of an accident caused by a University employee's negligent actions. The University and the County agree to provide prompt notice to the other party of such claims and fully cooperate in the defense of any such claim, including seeking the consent of the other party prior to settlement. The County will be responsible for all other damage to county vehicles.
3. Accept the County Coordinator as the duly authorized representative of Extension. The County Coordinator is an educator and liaison for the county and responsible for the expenditure of budgeted funds under the guidelines of the county to be used for the

support and maintenance of Extension.

4. Encourage the necessary travel of Extension staff to attend training, professional development, and administrative meetings that may occur outside the county. These meetings lead to the development and enhancement of the county program. County funding for travel outside the county for programming is generally the responsibility of the county that receives the programming and/or Extension.
5. The University, at its discretion, may assign and pay the salaries of other staff for special programs.

D. RESPONSIBILITIES OF THE UNIVERSITY:

Within the exercise of lawful authority and available funds, the University will:

1. Employ and assign to Campbell County a minimum of one and one-half University Extension Educators under the direction of the Director of Extension. In Campbell County this is one educator with a focus on 4-H Youth Development, funding split between the county and Extension, and the other educator with a focus on one or more of the other three focus areas that will work within the Extension area but also serve other counties in the area.
2. Provide supervisory services for University Extension personnel, some funding for University Extension Educator travel between counties but within the Extension areas, and postage budget for mailing privileges authorized for Extension work.
3. Designate one member of the county Extension staff as County Coordinator, who will act as liaison between the county and Extension (budgetary and commissioner interaction), have supervisory responsibilities over county-paid staff, and link clientele and University faculty.
4. Be responsible for the supervision and conduct of Extension to ensure dedication of all efforts toward achievement of the educational purposes of Extension in accordance with the provisions of the Smith-Lever Act and applicable laws of the State of Wyoming.
5. Comply with all rules, regulations, use and reservation policies established for the use of GAMB, a summary of which is contained in the attached Exhibit A, which by this reference is incorporated herein.
6. Facilitate a jointly-developed annual agreement between University of Wyoming

Extension and the Fair Board which addresses these parties' respective duties, responsibilities, and expectations associated with county fair. The county fair is a tradition which the University values highly.

7. Consult with the Board of County Commissioners on a periodic basis.
8. Be liable for property damage and/or bodily injury sustained or caused by University employees, agents, Extension program representatives, volunteers and/or participants as a result of or while conducting program activities in Agriculture and Natural Resources, Community Vitality and Health, 4-H Youth Development, and Community Development or any other program in conjunction with this MOU.
9. Obtain and maintain commercial general liability insurance for damages to county owned buildings and personal property resulting from the negligent acts of University employees, agents, Extension program representatives, volunteers and/or participants as a result of or while conducting program activities in Agriculture and Natural Resources, Community Vitality and Health, 4-H Youth Development or any other program in conjunction with this MOU. Nothing in this section shall be deemed a waiver of the University of Wyoming's sovereign immunity or defenses and tort claims cap under the Wyoming Governmental Claims Act.

E. ADDITIONAL TERMS

The University of Wyoming and the County jointly agree that:

1. All reports, records, programs of work, correspondence, etc., resulting from this cooperative program, shall be the property of the University, but shall remain in the county as long as proper safeguards and filing space is provided for their custody in the county during the continuation of this work. If at any time the work is discontinued, the University shall be at liberty to collect the records, reports, programs, correspondence, etc., and take them to the University for safe-keeping.
2. All equipment, books, supplies, etc. purchased with county funds, will be considered as county property; such items purchased with University funds will revert to the University upon termination of this MOU.
3. In the event the county desires to employ additional professional Extension personnel, and/or other services, a supplemental agreement with the University will be made.

4. At such time as the Director of Extension finds it necessary to replace a University Extension Educator, consultation will be initiated with the Board of County Commissioners.
5. This MOU will be reviewed at least every four years or revised whenever all or any part of the provisions become inoperative, or requires additional provisions or changes in existing program.

F. GENERAL PROVISIONS

1. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this MOU.
2. **Applicable Laws/Equal Employment Opportunity.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
3. **Entirety of MOU.** This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
4. **Governmental Claims.** Any actions or claims against the University or the County

under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

5. **Indemnification.** To the fullest extent permitted by law, University shall hold harmless, defend at its own expense, and indemnify the County its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent acts or omissions of the University, employees, agents, Extension Program representatives, volunteers and/or participants arising under this MOU; excluding, however, such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.
6. **Interpretation.** 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 Second Judicial District, Albany County, Wyoming.
7. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.
8. **Sovereign Immunity.** Neither party waives its sovereign or governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

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.

Effective Date: July 1, 2022 through June 30, 2026

Chairman, Board of Campbell County Commissioners

Kelly K. Crane, Director, University of Wyoming Extension

Barbara Rasco, Dean, University of Wyoming, College of Agriculture and Natural Resources

The following page(s) contain the backup material for Agenda Item: [9:25 Public Health Preparedness and Response 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.

**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 develop public health emergency preparedness and response capability in the jurisdiction through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities.
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, 2022 or Effective Date, whichever is later, through June 30, 2023. All services shall be completed during this term. All activities and services must 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. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Public Health Preparedness and Response Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred thousand dollars (\$100,000.00). 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 by the end of the month following expenses incurred 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 the Agency.
 - C. When the Contractor is working at a location requiring an overnight stay, the Contractor 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; and
- B. Abide by the terms of: the SAFECOM Guidance on Emergency Communications Grants - Fiscal Year 2021; Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health; and Public Health Emergency Preparedness Operational Readiness Review Guidance (PHEP ORR), all of which are incorporated into this agreement by this reference.

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 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 eleven (11) pages; and Attachment A, Public Health Preparedness and Response Statement of Work, consisting of eleven (11) pages, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- 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. § 9-2-3204(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.

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, 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

 #221396

Cole R. White, Assistant Attorney General

6-1-22

Date

General Description

The parties to the Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Subrecipient). This Statement of Work (SOW) pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is an SOW to identify and describe deliverables and payment structure for the development of public health emergency preparedness and response capability in the jurisdiction through the implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities. Deliverables have been developed from the Centers for Disease Control and Prevention (CDC) *Public Health Emergency Preparedness and Response Capabilities – October 2018* document and the *PHEP Operational Readiness Review Guidance – February 2022* (PHEP ORR) dated February, 2022, which are incorporated into the Contract by this reference.

The requirements articulated in this SOW represent known preparedness requirements articulated by CDC and PHPR. The Agency retains the right to change the deliverables as outlined below upon execution of a contract amendment under Section 8.A of the Contract, based on any additional requirements or information that may come from the CDC. Additional requirements or changes will be articulated to the Subrecipient as soon as possible, once PHPR receives this information. Failure to meet these requirements and show progress in all requirements may affect future funding for the Agency, and in turn, preparedness and response funding for the Subrecipient. Deliverables must be completed by the due date; payments will only be made once all deliverables are met for the prior quarter. PHPR staff is available to facilitate planning activities and provide technical assistance.

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

Payment

- A. The source of funds for this Contract is via a Cooperative Agreement from the Centers for Disease Control and Prevention Catalog of Federal Domestic Assistance (CFDA) No. 93.069, in the amount of one hundred thousand dollars (\$100,000.00).

The Agency agrees to pay the Contractor for the services described in this SOW. For the Period of Performance, total payment under this Contract shall not exceed one hundred thousand dollars (\$100,000.00).

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

C. Restrictions on funding are:

- a. Subrecipients may not use funds for research.
- b. Subrecipients may not use funds for clinical care except as allowed by law.
- c. Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- d. Generally, Subrecipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- e. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- f. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - i. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - ii. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

D. General restrictions:

- a. Subrecipients may supplement but not supplant existing state or federal funds for activities described in the budget.
- b. Payment or reimbursement of backfilling costs for staff is not allowed.
- c. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$189,600 per year.
- d. Funds may not be used to purchase or support (feed) animals for labs, including mice.
- e. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC Office of Grants Services.
- f. Subrecipients may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.

E. All expenditures must support and relate to this SOW.

- F. Subrecipient cannot use funds for bonuses or incentives.
- G. A PHRC hired during this Contract will be reimbursed at an amount not to exceed twenty-seven dollars (\$27.00) per hour and benefits not to exceed forty percent (40%) of the salary without prior approval from the PHPR Manager.
- H. Current PHRC salary will be reimbursed at the rate approved by PHPR Manager in 2022 - 2023 budget discussions.
- I. During a federal or state declared emergency, Subrecipient will provide dispensing of Personal Protective Equipment (PPE), medical countermeasures, or vaccines in a manner which will be determined at the time of delivery.

Timeline and Deliverables

The following table shows specific tasks, milestones, completion dates, and estimated payments. The Deliverables Guidance Matrix for July 1, 2022 through June 30, 2023 will be distributed to Subrecipient prior to July 1, 2022. All required deliverable documentation must be submitted to the PHPR established folders on the Contract Reporting Tool (CRT), including invoices for reimbursement, Public Health Nursing Informatics (PHNI) report, and quarterly match summary. Agency will provide a naming convention for posting required documentation to receive credit for the deliverables.

Recurring deliverables to be completed once per quarter:

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

1. Support assessment of at-risk populations as necessary, which could include validating data, surveying the jurisdiction community, or fully participating in a state-led at-risk workgroup.
2. Distribute Healthcare Preparedness Program training announcements to Healthcare Coalitions (HCC), hospitals, and other healthcare stakeholders.
3. Include those with access and functional needs (AFN), and groups who work on their behalf including the HCC in preparedness planning, training, exercises, and responses to public health emergencies.
4. Collaborate with local partners and stakeholders to include those who represent AFN populations to identify how communications will be conducted prior to, during, and following an incident or event.

Domain 2: Strengthen Incident Management (Capability 3)

1. New PHRCs, Public Health Nurse Managers (PHNM) and health department directors (HDD) will attend CRT and fiscal training within thirty (30) days of hire.
2. Submit the quarterly match summary by completing the match spreadsheet on the Contract Reporting Tool (CRT). Submit supporting documentation (either from Public Health Nursing Informatics (PHNI) system if PHPR time is tracked or another method if the Subrecipient does not use PHNI to track PHPR support) and upload to CRT. Due

dates are as follows: Q1 due October 31, 2022; Q2 due January 31, 2023; Q3 due April 30, 2023; and Q4 due July 31, 2023.

3. Attend monthly joint PHRC and PHPR calls. If the PHRC cannot attend, another person from that jurisdiction must attend.
4. PHNMs and HDDs or designee are to meet with PHRC quarterly to review progress, review deliverables, and complete the progress report. Submit a progress report to the CRT after PHNM or HDD review and approval.
5. Archive all plans and critical documentation to a Google drive established by PHPR for continuity of operations.

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

1. Review, update, and validate quarterly all alerting and notification groups and members, including public health staff who are part of the incident command system.
2. Review, update, maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHPR for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.
3. Review and update public health after-hours contact information quarterly or as changes occur.
4. Participate in one (1) WyoLink statewide radio drill each month.
5. Update list of local media contacts, Public Information Officer (PIO), and social media contacts quarterly or as it changes.

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

1. Manage and maintain a stockpile of PPE and respirators for their respective jurisdiction that meets or exceeds 2014 PHN PPE Guide. Stockpile will be based on current and potential threats. Order from the state warehouse throughout the year to assist with stock rotation.
2. Update and submit a PPE inventory list quarterly via the CRT or EMSupply. During a response, submit the inventory list monthly or as requested.

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

1. Report antiviral, antibiotic, and vaccine inventory for PHEP ORR requirements or to meet real world response activities.

Description	Months	Cost	Date
Quarter 1 requirements due no later than September 30, 2022.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)			

1. Complete an updated Jurisdictional Risk Assessment (JRA). The Threat and Hazard Identification and Risk Assessment (THIRA) conducted with your emergency manager will be used to satisfy the JRA requirement.
2. PHRC (or local designee) will attend the in-person Face2Face meetings as scheduled.
3. Provide roster and job action sheets of primary and backup individuals who will serve as incident commander or manager and other key roles within jurisdictional public health incident management structure (general and command staff roles).

Domain 2: Strengthen Incident Management (Capability 3)

1. Complete CRT training prior to September 15, 2022 requirement for PHRCs, PHNMs, and HDDs or designee.
2. Update Administrative preparedness plan or similar documents that describe fiscal and administrative authorities and practices that govern funding, emergency funding plans, how emergency supplemental funds are timely processed procurement, contracting, hiring, and legal capabilities necessary to mitigate, respond to, and recover from public health emergencies can be accelerated, modified, streamlined, and accountably managed at all levels of government. Provide evidence that contingencies for maintaining essential public health services include provisions for personnel, maintaining vital records and databases operations, obtaining necessary supplies and equipment and evidence of a location or process to identify a location that can be used to carry out essential functions.

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

1. Review current demographic data and post a list of languages spoken in SubSubrecipients jurisdiction on CRT.

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

1. Implement inventory management system (EMSupply).

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

1. Provide evidence of recruitment and screening in collaboration with the Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP, Medical Reserve Corps (MRC), National Volunteer Organizations Active in Disasters (NVOAD) /Wyoming Volunteer Organizations Active in Disasters (WYVOAD), American Red Cross, Radiation Response Volunteer Corps (RRVC), community emergency response teams (CERT), or other jurisdictional nongovernmental or community service organizations.

Quarter 2 requirements due no later than December 31, 2022.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 3: Strengthen Information Management (Capabilities 4 and 6)			

1. Develop and maintain a documented process for the cycle of maintenance and testing of primary and secondary communication platforms every six (6) months.
2. Update list of current spokesperson, local media contacts, and public information officer quarterly or as it changes.
3. Develop and disseminate at least two (2) culturally appropriate situational awareness and education messages (press release templates, flyers, brochures, videos or other public information) for each language spoken in the jurisdiction based on demographic data.

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

1. Conduct medical countermeasure (MCM) dispensing (antivirals) or vaccination activities as required to improve planning, readiness and staff training levels.
2. Participate in pre-ORR face to face or virtual meeting to assess program readiness and ability to meet PHEP ORR “established” status before CDC deadline of June 30, 2024.

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

1. Document the process to identify potential types and number of volunteers, including any surge needs, based on the top 5 risks identified in the THIRA.
2. Identify three (3) public health, emergency operations center, or emergency management staff to have access to the EMResource. One (1) of the three (3) public health staff identified will be the PHNM or HDD.
3. Review, update, and address gaps in Subrecipient medical sheltering (MS) wrap-around services worksheets for each MS site in Subrecipient’s jurisdiction and post current version to the CRT.

Domain 6: Biosurveillance (Capabilities 12 and 13)

1. Review the Agency’s Emergency Notification Line training webinar prior to November 1, 2022.
2. Conduct a white powder notification drill with the Agency’s Emergency Notification Line during the week of November 14-18, 2022.

Quarter 3 requirements due no later than March 31, 2023.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
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Domain 2: Strengthen Incident Management (Capability 3)

1. If conducted, local and tribal PHRC's must participate in the jurisdiction Integrated Preparedness Planning Workshop (IPPW) and develop an Integration Preparedness Plan (IPP).
2. Review preparedness plan and update as needed to show evidence of the following: Criteria for Emergency Operations Center (EOC) activation and demobilization, operations during all phases of the response, staffing criteria, pre-event indicators, who

is authorized to activate the EOC, notification procedures, levels of activation, staffing roles, demobilization, document any statutes or authority that governs public health activations to support a public health or the process for public health activation.

3. Submit asset inventory no later than March 31, 2023. Provide updated inventory reports for single items costing five hundred dollars (\$500) or more.

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

1. Document compliance with SAFECOM Guidance on Emergency Communications Grants- Fiscal Year 2021 which is incorporated into the Contract by this reference.
2. Submit a Crisis and Emergency Risk Communications (ERC) or Communications plan, Standard Operating Guide (SOG), or Standard Operating Procedure (SOP). Plan must include: PIO, Deputy PIO, Job action sheets, JIC operations, message development/templates, dissemination procedures (including 24/7 operations), and AFN considerations.

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

1. Maintain PHPR owned PortaCount equipment by appropriately storing, transporting, and ensuring annual calibration and necessary repairs are completed with TSI Incorporated
2. Combine the following drills: Site Activation Drill and Facility Set up Drill of POD or dispensing vaccination clinics (DVC) site. Use an After Action Report (AAR) to report the combined drills and at least two areas for improvement and lessons learned must be reported.
3. Review, and update, all jurisdictional public health plans that have an MCM or vaccine distribution and dispensing component using the latest PHEP ORR guidance. The following jurisdiction plans will be reviewed and updated accordingly:
 - a. Medical Countermeasures Plan
 - b. Emergency Operations Plan (public health)
 - c. Emergency Support Function #8
 - d. Pandemic Influenza Response Plan
 - e. Communications Plan
 - f. Crisis and Emergency Risk Communications Plan
 - g. Non-Pharmaceutical Interventions Plan
 - h. Continuity of Operations Plan
 - i. Security Plan (related to PODS, Local Distribution Sites (LDS) and Regional Distribution Sites (RDS))

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

1. Provide written agreements, such as contracts or MOUs, established with jurisdictional or regional volunteer sources to address potential public health responses.
2. Develop and maintain procedures for information exchange between public health and medical sectors to include: operational status, staffing levels, bed status, medical services status, and patient census using EMResource.

Quarter 4 requirements due no later than June 30, 2023	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2) 1. Coordinate with whole community partners (listed in PHPR capabilities and to include mental/behavioral health providers) by including each in planning meetings and by sharing plans with each to solicit needs and feedback. 2. PHRC (or local designee) will attend the in-person Face2Face meeting as scheduled. 3. Conduct an Administrative Preparedness Tabletop Exercise (TTX) or incorporate all elements of this exercise into an AAR/IP for exercise, incident, COVID-19 AAR, or event. Domain 3: Strengthen Information Management (Capabilities 4 and 6) 1. Ensure all Public Health PIOs complete a public information training course every five (5) years. Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14) 1. Conduct N95 fit testing for all staff assigned an N95 respirator, assist with, and verify the responder has received annual training. Note: N95 fit testing must be conducted for all staff including those assigned a Powered Air Purifying Respirator (PAPR) unless decided otherwise by the licensed medical provider who completed the medical evaluation. 2. Ensure critical workforce support is addressed within applicable plans including the Medical Countermeasures Plan. 3. Begin exercise planning for RDS and LDS activation and Facility Set Up drills to be conducted in BP5. Provide documentation of the exercise planning meetings. 4. Collaborate with other PHRCs, HPP, HCCs, and other partners to further refine Responder Safety and Health guidelines, to include lessons learned from the COVID-19 response. 5. Review, maintain, and adhere to the Subrecipient's Respiratory Protection Program (RPP) for appropriate public health staff; participate in plan update. 6. Utilize PHEP ORR guidance to conduct necessary exercises and drills to validate plans containing a MCM component for a category A agent release or emerging infectious disease incident. 7. Ensure storage and distribution centers have adequate warehousing capacity and capability for all hazards responses. 8. Participate in an PHEP ORR assessment by PHPR. Each Subrecipient can expect a four (4) hour visit, either in person or virtually. This visit will determine if the jurisdiction meets the "established" status per the PHEP ORR guidance.			

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

1. Review, update, or develop a volunteer management plan.
2. Participate in sharing volunteer management, best practices, and response resources on the CRT - Local Jurisdictions Volunteer Best Practice Share Folder.
3. Develop local jurisdiction level Family Reunification Plan based on state plan or collaborate with ESF #8 partners to update local plans with necessary family reunification elements.
4. Develop congregate locations plan with emphasis on AFN population support in congregate locations..
5. Review and update shelter surveillance forms to ensure inclusion of AFN and mental and behavioral health survey questions.

Annual requirements due no later than June 30, 2023

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

1. Participate in no less than two (2) Essential Elements of Information (EEI) drills (or COVID-19 Response related EEI requests) to ensure the ability to rapidly share and exchange information with key partners. One (1) drill before December 31, 2022 and the other before June 20, 2023.
2. Include PIO, deputy PIO and HCCs in all situational awareness, information sharing, training, drills, and exercises.
3. Participate in performance measurement data collection activities.
4. Conduct a Continuity of Operations (COOP) TTX or incorporate all elements of this exercise into an AAR/IP for exercise, incident, COVID-19 AAR, or event.
5. Respond to at least two (2) PPHR conducted drills of after-hours phone numbers during this contract term. Contact must be made with PHN staff.
6. Conduct three (3) immediate no-notice Staff Notification and Assembly Drills (SNA); assembling at a minimum of the six key incident command roles in 60 minutes or less. The three (3) types of assembly drills that must be conducted are physical, virtual, and combination of both physical/virtual.
7. Conduct an annual public health and medical preparedness exercise that specifically addresses the needs of AFN populations. This exercise should also include communication efforts to these populations.
8. Provide additional documentation as requested for verification of deliverables.
9. Participate in and complete all requirements of the PPHR compliance visit.
 - a. Onsite: eight (8) onsite local jurisdictions are Natrona, Converse, Niobrara, Carbon, Albany, Platte, Goshen, and Laramie counties. If onsite visits are not possible, jurisdictions will complete a desk audit with the compliance coordinator.
 - b. Virtual Site Visit: local jurisdictions not receiving onsite compliance visits will be scheduled by the compliance coordinator for a virtual site visit..

10. Upload quarterly drill data collection sheets and copies of all AAR/IP files to the CRT. AARs/IPS must be completed and submitted within 120 days after every tabletop (TTX), functional exercise (FE), full-scale exercise (FSE), or incident involving public health.
11. In collaboration with local partners review operations and security needs at the following:
 1. LDS
 2. RDS
 3. PODS
12. PHRC, PHNM or HDD hired during the Contract period will attend WARN training within thirty (30) days of hire.
13. Continue development of Incident Command System (ICS) capabilities through training, drills, and exercises to better equip the team for activating, operating, and managing a public health emergency that includes pandemic influenza and anthrax response to include staffing the public health emergency operations center. Provide documentation of public health staff trained in ICS to the CRT.
14. Provide roster and job actions sheets of primary and backup individuals who will serve as incident commander or manager and other key roles within jurisdictional public health incident management structure (general and command staff roles).
15. Track and report the number of times a year that the Subrecipient EOC is activated (partial or full activation) when public health is involved.
16. Using lessons learned from the COVID-19 response review, update, and train the mobilization and demobilization plans with a focus on vaccination clinics and MCM PODS.
17. PHPR will conduct a PHPR-PHRC meeting that requires all 23 PHRCs and both tribes to attend. The meeting will cover annual guidance, budget, deliverables, and reporting requirements.
18. Compose, update, and maintain all mandatory policies including but not limited to:
 - a. nepotism policy
 - b. travel policy
 - c. discrimination policy
 - d. drug-free workplace policy
 - e. conflict of interest policy
 - f. whistleblower policy

Training requirements due no later than June 30, 2023

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

1. Prior to registering for courses at Emergency Management Institute of the United States Federal Emergency Management Agency (EMI) (Emmitsburg), Center for Domestic Preparedness (CDP) (Anniston), or other out of state locations approval must be obtained through the PHPR Training Coordinator (Jim Smith).

ATTACHMENT A
PUBLIC HEALTH PREPAREDNESS AND RESPONSE STATEMENT OF WORK

2. Attend the SNS course at the Center for Domestic Preparedness, Anniston, AL by June 30, 2023, if available, within one (1) year of hire or if not completed in the last five (5) years.
3. Subrecipient must have a PIO and deputy PIO designated and trained in at least the following:
 4. G290 Basic Public Information Officer,
 5. G291 Joint Information System/Joint Information Center Planning, Social Media Training - <https://ndptc.hawaii.edu/training/> Select one of the following:
 6. Social Media Platforms for Disaster Management - PER 304
 7. Social Media Engagement Strategies - PER 343
 8. Social Media Tools and Techniques - PER 344
9. PHRC or identified public health volunteer managers must complete the following training every five (5) years: IS-244 Developing and Managing Volunteers, Cultural Competence, Volunteer Reception Center, Spontaneous Volunteer Management, and other training as requested.
10. All PHRCs will complete HHS/ASPR Access and Functional Needs Web-Based Training https://www.train.org/illinois/admin/portal_compliance. Upon completion of the course go to this page and complete the required information: <https://www.phe.gov/ASPRBlog/pages/BlogArticlePage.aspx?PostID=337>.
11. Attend all calls, webinars, scheduled, or assigned self-paced and independent studies throughout the year that address areas for improvement and identified training needs.

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The following page(s) contain the backup material for Agenda Item: [9:30 Amendment One for Air Service MOU](#)

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

Contract #: 223228

Entry Date: 6/2/2022 7:21:17 PM

Department: Wyoming Department of Transportation,
Aeronautics

Agency Contact: Johnson, Mariah (DOT,
Aeronautics)

Phone: 3077773975

Other Agency Contact:

WYOMING ATTORNEY
GENERAL'S OFFICE

JUN 14 2022

Tyler M. Renner
APPROVED AS TO FORM

Client Comments:

★ w/edits - see Cobblestone

Contractor/Vendor Name: Campbell County Board of County
Commissioners

Contract Title: CPA Extension One

Contract Type: Amendment

Contract Amount: 0

Contract Effective Date:

Contract Expiration Date:

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Tyler Renner

**AMENDMENT ONE TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING DEPARTMENT OF TRANSPORTATION
AND
THE BOARD OF CAMPBELL COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Amendment are the WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT), whose address is: 5300 Bishop Blvd Cheyenne, WY 82009, and the Board of Campbell County Commissioners whose address is: 500 S. Gillette Ave., Suite 1100, Gillette, Wyoming, 82414.
2. **Purpose.** This Amendment shall constitute the first amendment to the Memorandum of Understanding (MOU) between WYDOT and the Sponsor. The purpose of this Amendment is to acknowledge the impacts SARS-CoV-2 has levied on travel demand and the need:
 - A. To coordinate schedule changes between WYDOT, the Sponsor and SkyWest Airlines (the Airline) frequently and rapidly.
 - B. To define the distribution of The Coronavirus Aid, Relief, and Economic Security Act (CARES) funds received through the governor's office.
 - C. To amend the Responsibilities of WYDOT.
 - D. To extend the term of the MOU by three (3) years.
 - E. To amend the Scope of Services.

The original MOU, dated August 29th, 2019, defined the responsibilities of the Sponsor and WYDOT for participation in the Wyoming Commercial Air Service Improvement Plan (The Plan) for a total agreed amount not to exceed three million, seven hundred seventy-four thousand, four hundred ninety-nine dollars (\$3,774,499.00), of which, eight hundred twenty-eight thousand, ninety-one dollars (\$828,091.00), is for year one, one million, three hundred seventy-three thousand, four hundred eighty-two dollars (\$1,373,482.00) for year two, and one million, five hundred seventy-two thousand, nine hundred twenty-six dollars (\$1,572,926.00), for year three, with an expiration date of July 31, 2022.

3. **Term of the Amendment.** This Amendment shall commence on June 30, 2022 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 MOU, as amended, unless terminated at an earlier date pursuant to the provisions of the MOU, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**

- A. As of the Effective Date of this Amendment, Attachment A, Scope of Services under the Wyoming Commercial Air Service Improvement Act, which was attached to the original MOU, is superseded and replaced by Attachment B, Revised Scope of Services, which is attached to this Amendment and incorporated into the original MOU by this reference. All references to “Attachment A” in the original MOU, and in any amendments thereto, are amended to read: “Attachment B”.
- B. Section 4 of the original MOU is hereby amended to add a second paragraph, which reads as follows

“Service conducted between March 1st and December 30th, 2020, is eligible to receive financial relief through CARES Act funding as distributed by the Governor’s office. Two thirds (.667%) of the invoiced due amount as described in Section 4 will be directly reimbursed through CARES Act funds by WYDOT. The remaining one third (.333%) of the invoiced due amount will be shared between WYDOT at sixty percent (60%) and the Sponsor at forty percent (40%).

5. **Amended Responsibilities of WYDOT.**

- A. Section 5 of the original MOU is hereby amended to add Subsection Q, which reads as follows:

“Q. Due to the erosion of the travel environment and subsequent travel restrictions and advisories levied by SARS-CoV-2 since March 2020, frequent and rapid schedule changes are required to scheduled airline service and will be coordinated by WYDOT with the Airline and the Sponsor on a monthly basis as needed unless otherwise agreed to between WYDOT and the Airline.”

6. **Amended Responsibilities of Sponsor.**

- A. Responsibilities of the Sponsor 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 MOU, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile

or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

7. General Provisions.

- A. Entirety of Agreement.** The original MOU, consisting of eight (8) pages, Attachment A, Scope of services under the Wyoming Commercial Air Service Improvement Plan, consisting of one (1) page; this Amendment One, consisting of four (4) pages; and Attachment B, Revised Scope of Services, consisting of two (2) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations and agreements, whether written or oral.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**WYDOT:
WYOMING DEPARTMENT OF TRANSPORTATION**

Brian Olsen, Administrator

Date

**SPONSOR:
THE BOARD OF CAMPBELL COUNTY COMMISSIONERS**

Del Shelstad, Chairman

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for:  #223228

Alysia Goldman, Assistant Attorney General
Representing the Wyoming Department of Transportation

06-14-2022

Date

**Attachment B: Revised Scope of Services
Northeast Wyoming Regional Airport (GCC)**

Service to: Denver International Airport (DEN):

Table 1 CRJ 1/200 Block Hour Rate GCC-DEN

1. Block rate table: CRJ 1/200 aircraft:

GCC	July 1, 2020 - June 30, 2021	July 1, 2021 - June 30, 2022
	\$2,438	\$2,511

2. Frequency of operations/pattern of Service:

- a. Due to the travel restrictions and volatility of demand caused by COVID-19, monthly operations, schedules and patterns of service will be determined and coordinated per the MOU on a rolling monthly or bi-monthly basis between the Sponsor, WYDOT and the Airline until a regular service pattern can be implemented.

3. Schedule¹:

- a. Due to the travel restrictions and volatility of demand caused by COVID-19, monthly operations, schedules and patterns of service will be determined and coordinated per the MOU on a rolling monthly or bi-monthly basis with the Sponsor, WYDOT and the Airline until a regular schedule can be implemented. A remain overnight flight (RON) will be the preferred baseline schedule activity.

4. Term: July 1, 2019 – June 30, 2022

- a. Year two: July 1, 2020 – June 30, 2021 - Cost not to exceed: \$1,373,482²
- b. Year Three: July 1, 2021 – June 30, 2022 - Cost not to exceed: \$1,572,926²

¹ Schedule times are approximate and subject to Section 5. A, E. of the WYDOT-SkyWest Contract

² Subject to annual review per Section 2 and 4.A. of the WYDOT-SkyWest Contract

**Attachment B: Revised Scope of Services
Northeast Wyoming Regional Airport (GCC)**

Service to: Denver International Airport (DEN):

Table 1: CRJ 1/200 Block Hour Rate GCC-DEN

1. Block rate table: CRJ 1/200 aircraft

GCC	July 1, 2022-June 30, 2023	July 1, 2023-June 30, 2024	July 1, 2024-June 30, 2025
	\$3,172	\$3,267	\$3,365

2. Frequency of operations/pattern of Service

SkyWest will attempt to provide two daily round-trips year-round as operationally sustainable. Monthly frequencies and schedule patterns will be coordinated on a monthly basis between SkyWest Airlines and WYDOT.

3. Term: July 1, 2022-June 30, 2025

- a. Year one: July 1, 2022-June 30, 2023; Cost not to exceed \$2,660,000
- b. Year two: July 1, 2023-June 30, 2024; Cost not to exceed: \$2,760,000³
- c. Year Three: July 1, 2024-June 30, 2025; Cost not to exceed: \$2,880,004³

³ Subject to annual review per Sections 2 and 4.A of the SkyWest-WYDOT contract

The following page(s) contain the backup material for Agenda Item: [9:35 Reclassification of Positions](#)

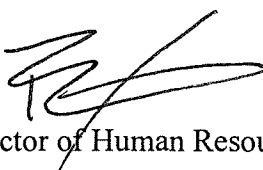
*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.



MEMORANDUM

... from H.R./Risk Management

TO: Board of Campbell County Commissioners
Del Shelstad, Chairman
Robert Maul
Don Hamm
Rusty Bell
Colleen Faber

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

DATE: June 21, 2022

SUBJECT: **Reclassification of Positions**

While working with Directors and Elected Officials during the compensation study, it has come to my attention that we have multiple positions that are classified as Non-Exempt that when tested against the FLSA standards, qualify for exemption.

During the compensation study process I reviewed five positions for FLSA exemption. All five of the positions qualify for exempt status under the Supervisory, Administrative, or Professional categories.

The positions reviewed are as follows:

Ice Arena Supervisor
Golf Course Supervisor
Correctional Health Nurse
Maintenance Supervisor
Custodial Supervisor
Office Manager- Approved last year waited due to Tyler

My recommendation is to convert these positions to Exempt status effective July 10, 2022.

Thank you for your consideration.

The following page(s) contain the backup material for Agenda Item: [9:40 Personnel Guidelines Update – Personnel Committee](#)

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



MEMORANDUM

... from H.R./Risk Management

TO: Board of Campbell County Commissioners
Del Shelstad, Chairman
Robert Maul
Don Hamm
Rusty Bell
Colleen Faber

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

DATE: June 21, 2022

SUBJECT: Personnel Committee 

In FY 89/90 Hay Management Consultants was retained to analyze and evaluate all county positions and to recommend a compensation program for county employees. It was during this study that the establishment of the Campbell County Personnel Committee took place.

The purpose of the committee is to “Work closely with the Human Resources/Risk Management Director to review and point all classifications within Campbell County fairly and equitably, based on the information provided, while giving due consideration to class levels”.

The committee currently operates as follows: the Director of HR provides the information needed for discussion, the committee points, discusses any issues, the Director of HR goes back to initiating department if needed then returns to committee, calls the committee back to a meeting, and the position is reointed. Meetings are frequently rescheduled because there is nothing to be discussed or emergency meetings are called because something urgent needs changed.

The committee was established prior to a formalized Human Resources department and has served Campbell County well. However, having a department that is trained, certified, and educated in Human Resources functions including the fair and equitable classification of positions allows us to free up the time of these departments.

It is my recommendation that Human Resources Department manage the classification and pointing of all positions for Campbell County and the exemption qualifications. If a department would like to appeal the decision, they are welcome to call a meeting with the Executive Director of Human Resources and Risk Management. If this does not resolve the situation a sub committee of the Compensation Committee can be pulled to review the pointing and make a recommendation to the department head.

This decision would effect Personnel Guidelines 301 and 303 which I have revised and attached for your review.

301. SALARY ADMINISTRATION

The policy of Campbell County is to establish and pay wages and salaries which are comparable with rates being paid for like jobs by other public employers in the community and surrounding region and established without regard to any employee's age, color or race, national origin, sex, religion, disability, pregnancy, military service status or any other status protected by state or federal law, or political affiliations. All wage and salary policy decisions must take into consideration the County's overall economic condition and fiscal position. The County's policy regarding salary administration is intended only as a guideline and may be changed or revoked at any time.

The Human Resources/Risk Management Department is responsible for coordinating the continuing internal review of all wages and salaries. This review should check whether wages and salaries accurately reflect each individual's responsibilities and performance. The Human Resources Department is also responsible for making sure that each job is evaluated and assigned a salary range and job family.

The Human Resources/Risk Management Department in coordination with the Compensation Committee may, if appropriate, participate in or conduct wage and salary surveys covering other employers with similar jobs. This and other available information is used to propose adjustments to the compensation program and to determine the relative position of the County's pay structure.

Generally, new employees should be hired at the minimum of the range assigned to their classification. Supervisors may recommend a higher starting rate based on an applicant's experience or skill level or on the need to be competitive in the marketplace. These recommendations should be reviewed and approved before implementation by the appropriate department/agency administrator, or if the employee reports to the Board of Commissioners, the Board of Commissioners.

Employees' wages or salaries should be reviewed as part of the performance appraisal process by their supervisors at least annually. The schedule of review will be based on the approved compensation package each fiscal year. Each department/agency administrator is responsible for ensuring the completion of salary and performance reviews.

Supervisors should make wage and salary decisions based on performance, length of service, and budget considerations, as well as other job-related factors. In addition, they should forward all merit increase recommendations to their department/agency administrator for review and approval before scheduling individual employee performance appraisal meetings. The review should ensure that the recommendations are consistent with recent performance appraisals, job grades, salary ranges and the current fiscal year's approved budgeted compensation program.

Supervisors, in conducting wage or salary reviews in conjunction with the performance appraisal process, should attempt to show employees the relationship between pay and job performance, length of service, and other significant factors. In addition, supervisors should make clear that

overall compensation includes numerous non-cash benefits and that the County contributes to retirement, health benefits, social security, workers' compensation, and unemployment insurance on each employee's behalf.

Employees who have questions about the County's salary administration and benefits program should direct their concern to their supervisor, department/agency administrator, Human Resources/Risk Management Department, or the Board of Commissioners.

Effective Date: June 21, 2022	Guideline Number: 301
Adoption Date: October 5, 1993	Approved by: Board of Commissioners
Revisions Dates: 04.06.2010; 02.04.2012; 2.04.2014; 05.04.2021; 6.21.2022	

303. POSITION EVALUATION

It is the policy of Campbell County to evaluate all positions in order to establish a consistent basis for measuring and ranking the relative worth of each job.

1. The Human Resources and Risk Management Department is responsible for developing and administering the position evaluation plan.
2. Written job descriptions should be prepared for each position in the County by the agency administrator. Each job should then be evaluated and ranked using a standardized rating system that measures the job content and/or the worth of the job in the external marketplace and then placed into a respective job family. In addition, all legal requirements should be reviewed and incorporated into new and revised descriptions, including Americans with Disabilities Act and essential job functions, by the County Attorney and Human Resources/Risk Management Offices.
3. All existing jobs are to be assigned a grade based on their relative worth as determined by the evaluation.
4. Employee compensation within any labor band or classification is based on such factors as merit, length of service, experience, individual productivity, and external market factors.
5. The Human Resources and Risk Management Department and Commissioners Office should evaluate all new positions, and agency administrators should review on a periodic basis all position descriptions and evaluations to assure that they accurately reflect current conditions. Agency administrators may request that jobs be re-evaluated or that bands or classifications be adjusted. The action of the Board of Commissioners on these requests is final.

Effective Date: June 21, 2022	Guideline Number: 303
Adoption Date: October 5, 1993	Approved by: Board of Commissioners
Revisions Dates: 02.04.2014; 06.21.22	

The following page(s) contain the backup material for Agenda Item: [9:45 Saddle Ridge Subdivision Final Plat](#)

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



Memorandum Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: June 21st, 2022

SUBJECT: Saddle Ridge Subdivision Final Plat, Saddle Ridge Holdings LLC

Case Number: 22.03.COSP

Summary Review: On February 17th, 2022, the Planning Commission approved the 20-lot, 487.72-acre Saddle Ridge Subdivision Preliminary Plat, with the Board of Commissioners approving the Preliminary Plat on March 15th, 2022.

The purpose of the Preliminary Plat approval process is to allow for public comment and identify any unique issues that may arise. In this case there were a few concerns by adjoining landowners regarding livestock fencing, discharge of firearms, and trespass. Those concerns have been addressed by the applicant in the Subdivision Covenants that will be recorded with the plat.

Additional concerns regarding future expansion and connection to the dead-end roads Shiplap Spur and Western View Drive were addressed during the Preliminary Plat stage. This was resolved by the installation of barricades and signage notifying potential future developments that connection to and use of these roads must be approved by the County. See 'Project Summary' page three, paragraph three of attached Exhibit 'A' for details.

On March 15th, 2022, The Board of Commissioners also approved the proposed 'R-S' Residential Suburban Zoning District for the Saddle Ridge Subdivision. The Final Plat complies with the 'R-S' Zoning Classification.

On June 16th, 2022, the Planning Commission reviewed the Final Plat and found the subdivision submittal and supporting documentation for infrastructure completion in Exhibits 'A' and 'B' compliant with Chapter 6 Subdivision Regulations. The Planning Commission recommended approval of the Saddle Ridge Subdivision.

Exhibits:

- Exhibit 'A' June 16th Planning Commission Case Documents (pgs. 3-41)
- Exhibit 'B' June 14th Planning Commission DEQ Update Memo (pgs. 42-48)

Staff Recommendation:

Staff recommends approval of the Saddle Ridge Subdivision Final Plat, Covenants, and Disclosure Statement, Case Number 22.03.COSP.

ENCLOSURE 1

22.03.COSP

SADDLE RIDGE SUBDIVISION

FINAL PLAT

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



**Saddle Ridge Estates Subdivision
Final Plat**

June 16th, 2022

Planning Commission Meeting
June 16th, 2022

Board of Commissioners Meeting
June 21st, 2022

Applicant: Saddle Ridge Holdings LLC

Case Number: 22.03.COSP

Agent: Sheila Slocum, PCA Engineering

Summary Review: On February 17th, 2022, the Planning Commission approved the 20-lot, 487.72-acre Saddle Ridge Subdivision Preliminary Plat, with the Board of Commissioners approving the Preliminary Plat on March 15th, 2022.

The purpose of the Preliminary Plat approval process is to allow for public comment and identify any unique issues that may arise. In this case there were a few concerns by adjoining landowners regarding livestock fencing, discharge of firearms, and trespass. Those concerns have been addressed by the applicant in the proposed Subdivision Covenants.

On March 15th, 2022, The Board of Commissioners also approved the proposed 'R-S' Residential Suburban Zoning District for the Saddle Ridge Subdivision. The Final Plat meets or exceeds the minimum standards for the 'R-S' Zoning Classification.

Legal Description: Portion of Sections 19 and 30 of T49N R72W of the 6th P.M. Campbell County

Location: The project site is located at the end of Shiplap Spur, accessed off State Highway 50 approximately two miles south of the intersection of Southern Drive and Highway 50.

Current Zoning: Unzoned

Approved Zoning: R-S (Residential Suburban)

Existing Land Use: Undeveloped Agricultural Land

Adjacent Land Use: North: Single Home on larger acre tract (unzoned)

South: Vacant grasslands (unzoned)

East: Vacant grasslands (unzoned)

West: Vacant grasslands (unzoned)

Project Summary:

The approval of the Preliminary Plat allowed the developer to prepare the Final Plat and move forward with the completion of the roads, infrastructure and any Planning Considerations generated during the Preliminary Plat process. (For a review of Planning Considerations, see Exhibit ‘A’, excerpt from the February 17th, 2022, Planning Commission case submittal.)

Per the original Planning Considerations, the developer intended to create an Improvements and Service District for maintenance of the roads; however, the applicant now proposes an Association to collect fees and provide maintenance for the subdivision roads as allowed by Chapter 6 Subdivision Regulations Section 8.3. See Exhibit ‘B’ for details.

During the Preliminary Plat stage, the applicant received approval for dead-end roads longer than normally allowed. Additionally, the number of lots using Shiplap Spur will now be at the maximum capacity of 29 lots before requiring a second access point. Finally, the vehicle ingress/egress off Highway 50 is near its’ WYDOT traffic design capacity. For these reasons, turnarounds at the end of Shiplap Spur and Western View Drive will be equipped with barricades and notices stating that proposed connection to the roads must be reviewed and approved by Campbell County.

The final Planning Considerations generated at the February 17th meeting that must be completed for Final Plat approval and their status are listed below.

Planning Considerations:

Section 7.7 Utilities. Completed. Electric utility installation has been paid for. Reference Exhibit ‘B’.

Section 7.5 Roads and Street Designs Standards. Completed. The roads and other infrastructure have been approved by the County Engineer. Reference Exhibit ‘B’.

Section 8.3 Associations or Districts for Subdivision Maintenance. Completed. See the Covenants and Disclosure Statement, Exhibit ‘C’.

Section 6.11 Wyoming Department of Environmental Quality Review. Still under review by the DEQ.

Finalization of the DEQ study is necessary before taking the Final Plat to the Board of Commissioners for final approval. Should the DEQ study return a 'Non-Adverse' recommendation, then no further action is needed. If the recommendation returned is 'Adverse', then changes to the Disclosure statement and/or covenants would be needed.

Exhibits:

- Exhibit 'A', February 17th, 2022, Planning Commission Excerpt (Pg. 16)
 - Exhibit 'B', Electric Utility and Road Infrastructure Approval (Pgs. 17-19)
 - Exhibit 'C', Covenants, Road Maintenance, and Disclosure Statement (Pgs. 20-39)
-

Staff Recommendation:

Staff recommends approval of the Final Plat pending receipt of the Department of Environmental Quality review.

**CAMPBELL COUNTY PLANNING COMMISSION
SUBDIVISION APPLICATION**

(FOR OFFICE USE ONLY)

CASE NAME/NO. _____

DATE RECEIVED: _____ FEE/AMOUNT PAID: _____

INFORMATION REGARDING SUBDIVISION REQUIRED FOR REVIEW:

Applications shall be complete and turned in at the time of subdivision submittal. Incomplete applications will be returned to the subdivider.

Applicant Information

Name of Applicant: Saddle Ridge Holdings	
Applicant Phone Number: 307-686-7202	Applicant Fax Number:
Applicant Mailing Address: 1325 E Shosone Avenue	
Applicant Email Address: chris@prpaccounting.com	
Relationship of Applicant to Property:	☒ Owner ☐ Tenant ☐ Lessee ☐ Other

Agent Information

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

Type of Subdivision Proposed

Subdivision Name: Saddle Ridge Estates	
Type of Subdivision:	☐ Administrative ☐ Minor Plat
	☐ Major Preliminary ☒ Major Subdivision Plat

Property and Use Information

Legal Description: Portion of Sections 19 and 30 of T49N R72W of the 6th P.M. Campbell County, WY	
Total Acreage of Subdivision: 487.667 acres	Acreage of Dedicated ROW: 22.251 acres
Number of Lots: 20	Average Lot Size: 24.383 acres
Legals Description(s):	

Infrastructure Information

What will be your source of domestic water?		
Type of System: ☐ Public ☐ Shared Well(s) ☐ Community ☒ No Water Provided		Well Permit Number (If Applicable):
What will be your wastewater disposal method?: ☒ On Lot Septic ☐ Centralized Sewage		
The applicant requests to receive correspondence from the Planning Department regarding any submittals received or changes made regarding this application? ☒ Yes ☐ No		

Digital Plat Copy

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. This must be submitted with the application (via disc or email) or the application will not be accepted.

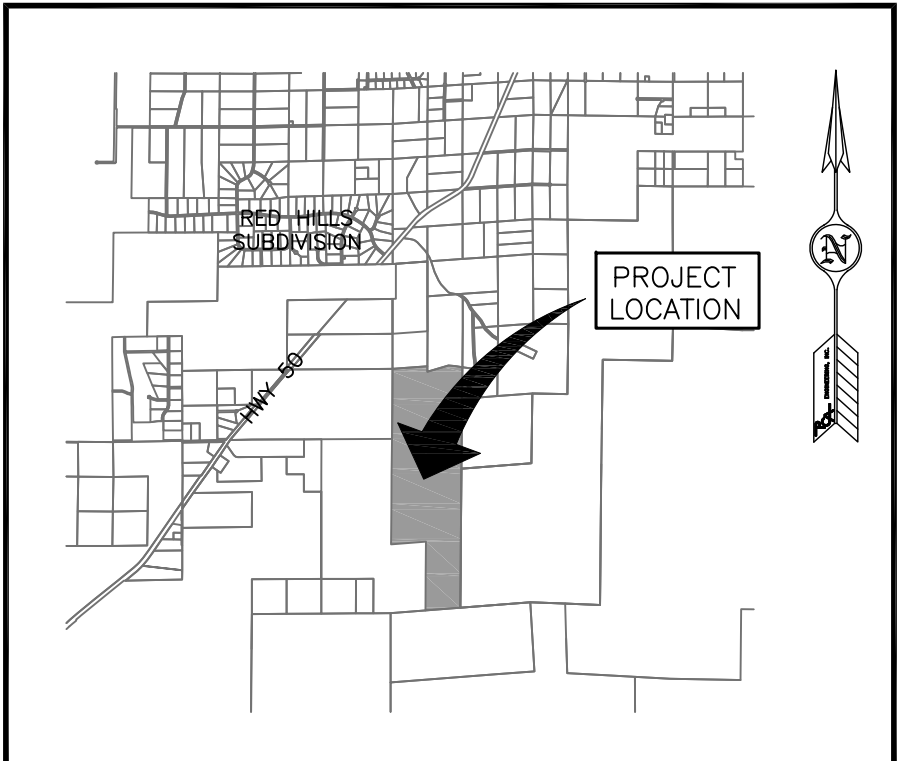
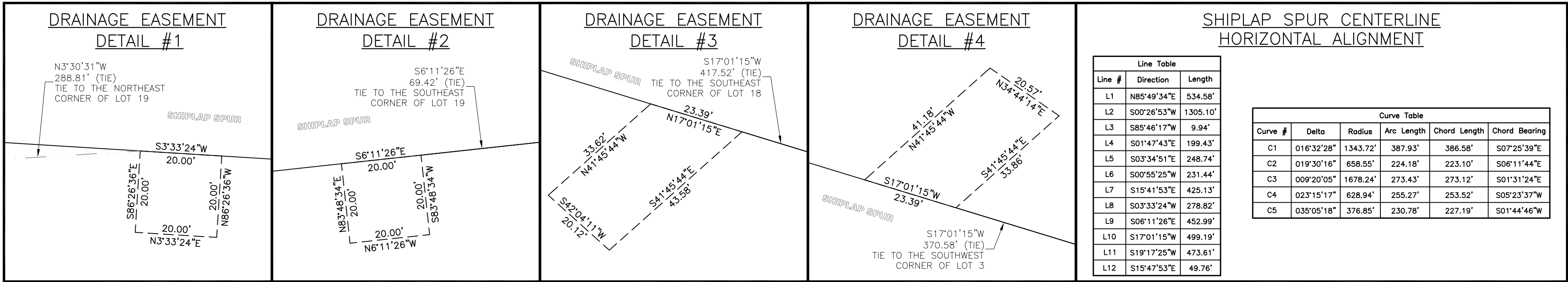
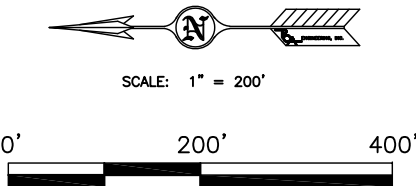
The above information is true and correct to my knowledge. I understand that any incomplete applications and submittals shall be returned and must be re-submitted at the next subdivision permit submittal date.

Sheryl Slom - agent
Applicant

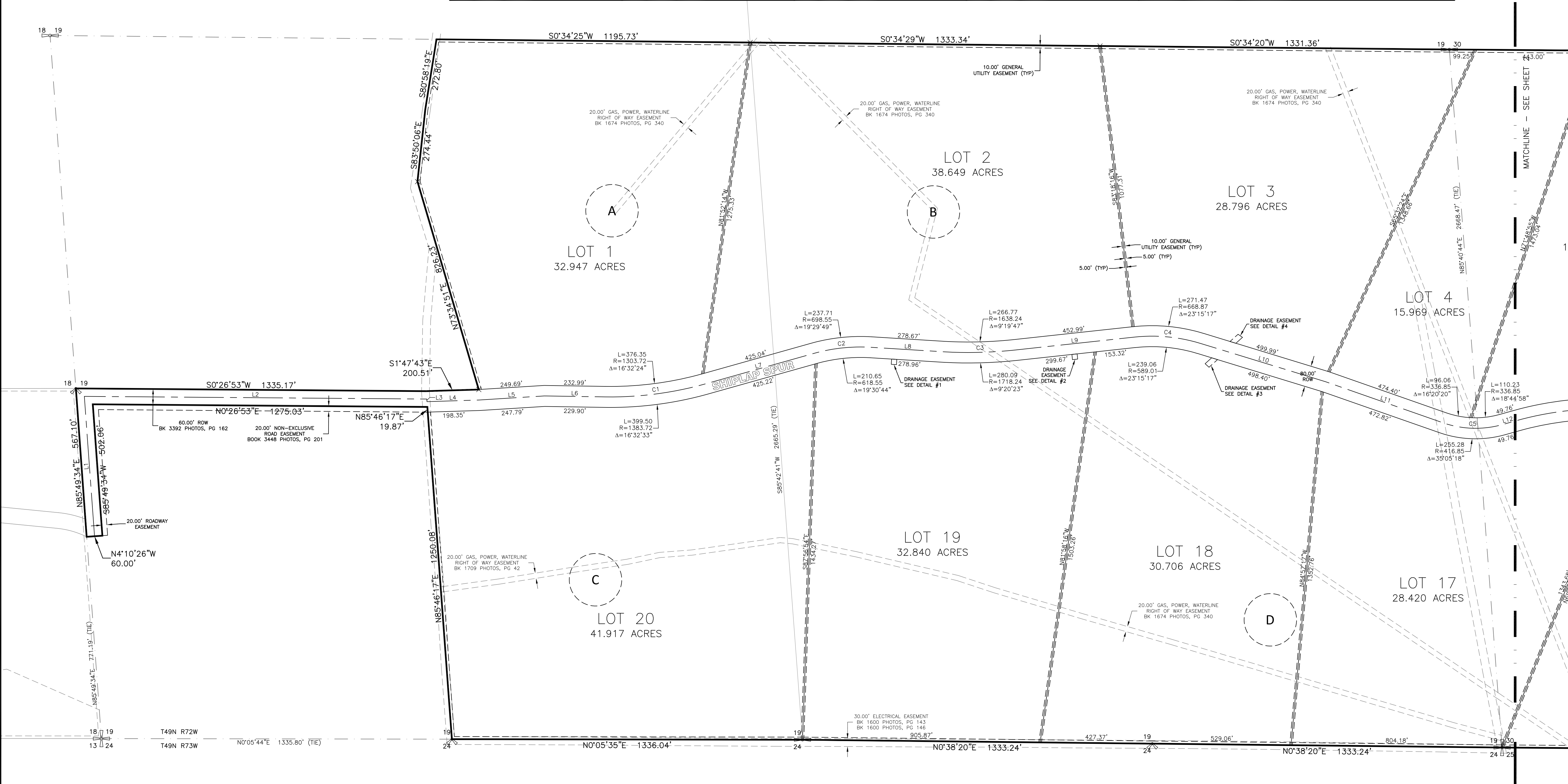
04/13/22
Date

SADDLE RIDGE ESTATES

LOCATED IN A PORTION OF THE S2NW4 & SW4 SECTION 19 AND THE NW4 & E2SW4 SECTION 30, T49N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



VICINITY MAP



LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- FOUND PROPERTY CORNER
- BOUNDARY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- SECTION LINES
- QUARTER SECTION LINES
- SIXTEENTH SECTION LINES
- EXISTING PROPERTY LINES

NOTE: SET REBAR AND CAPS MARKED PLS 15642 AT ALL REQUIRED CORNER PTS.

Prepared for:
SADDLE RIDGE HOLDING, LLC
1325 E SHOSHONE AVENUE
GILLETTE, WYOMING 82718
307-686-7202

PCA CIVIL ENGINEERING
SURVEYING MATERIAL TESTING
ENGINEERING INC.
4506 Wagon Wheel Blvd.
P.O. Box 2185
Gillette, Wyoming 82718
307-687-0600

COPYRIGHT © ALL RIGHTS RESERVED BY PCA ENGINEERING, INC.

Drawn by:	SS	Design by:	SS	Reviewed by:	SS
Revision Date	Revision Description				

PCA Project Number: 213910.00
Plot Date: May 25, 2022 - 11:26am
P:\Projects\21391000 Saddle Ridge Estates\DesDwgs\MainP Final.dwg
Layout: Final Plat
X-Ref: ...

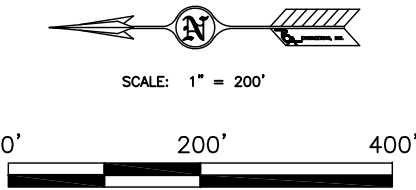
SADDLE RIDGE ESTATES
LOCATED IN A PORTION OF THE S2NW4 & SW4 SECTION 19 AND THE NW4 & E2SW4 SECTION 30, T49N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

FINAL PLAT

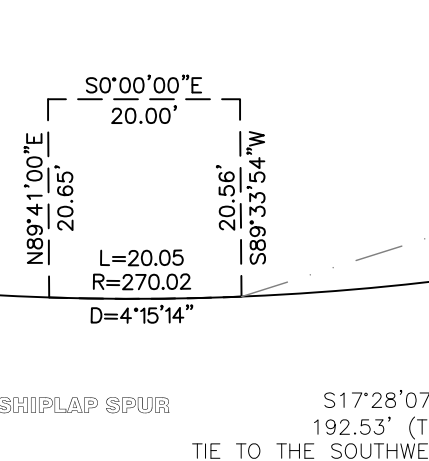
SHEET 1 OF 3

SADDLE RIDGE ESTATES

LOCATED IN A PORTION OF THE S2NW4 & SW4 SECTION 19 AND THE NW4 & E2SW4 SECTION 30, T49N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



DRAINAGE EASEMENT
DETAIL #5

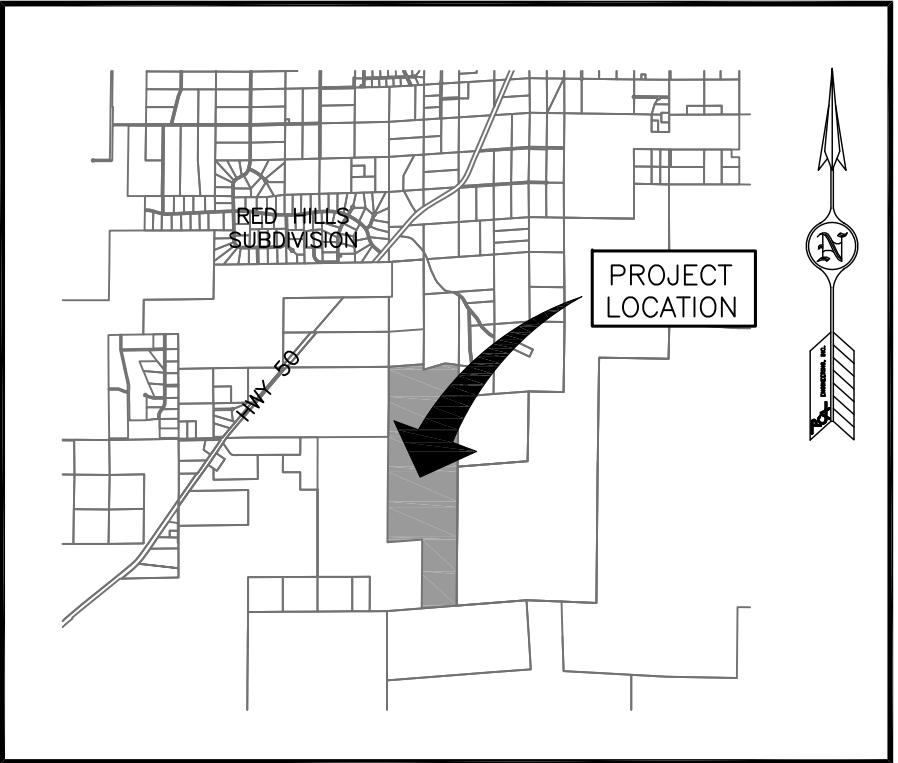


SHIPLAP SPUR CENTERLINE
HORIZONTAL ALIGNMENT

Line Table			Curve Table				
Line #	Direction	Length	Curve #	Delta	Radius	Arc Length	Chord Length
L13	S05°25'13"W	964.76'	C6	021°13'06"	1245.27'	461.16'	458.53'
L14	S35°31'03"E	78.43'	C7	033°29'03"	656.10'	383.43'	378.00'
L15	S09°29'06"E	115.82'	C8	007°34'10"	2615.42'	345.60'	345.34'
L16	S22°35'08"W	119.02'	C9	026°01'07"	644.58'	292.71'	290.20'
L17	S22°15'35"E	261.12'	C10	030°05'03"	1205.82'	633.14'	625.89'
L18	S11°46'12"E	566.32'	C11	042°50'42"	310.02'	231.83'	226.46'
L19	S34°52'07"E	142.06'	C12	010°28'23"	506.06'	92.65'	92.52'
L20	S24°47'59"E	86.21'	C13	023°05'55"	842.00'	339.45'	337.16'
L21	S19°41'09"E	28.12'	C14	010°04'09"	728.61'	128.05'	127.88'
			C15	009°06'49"	507.84'	80.78'	80.69'

WESTERN VIEW DRIVE CENTERLINE
HORIZONTAL ALIGNMENT

Line Table			Curve Table				
Line #	Direction	Length	Curve #	Delta	Radius	Arc Length	Chord Length
L23	N42°16'44"W	912.73'	C16	029°28'38"	249.08'	128.15'	126.74'
			C17	042°33'24"	726.71'	539.77'	527.45'

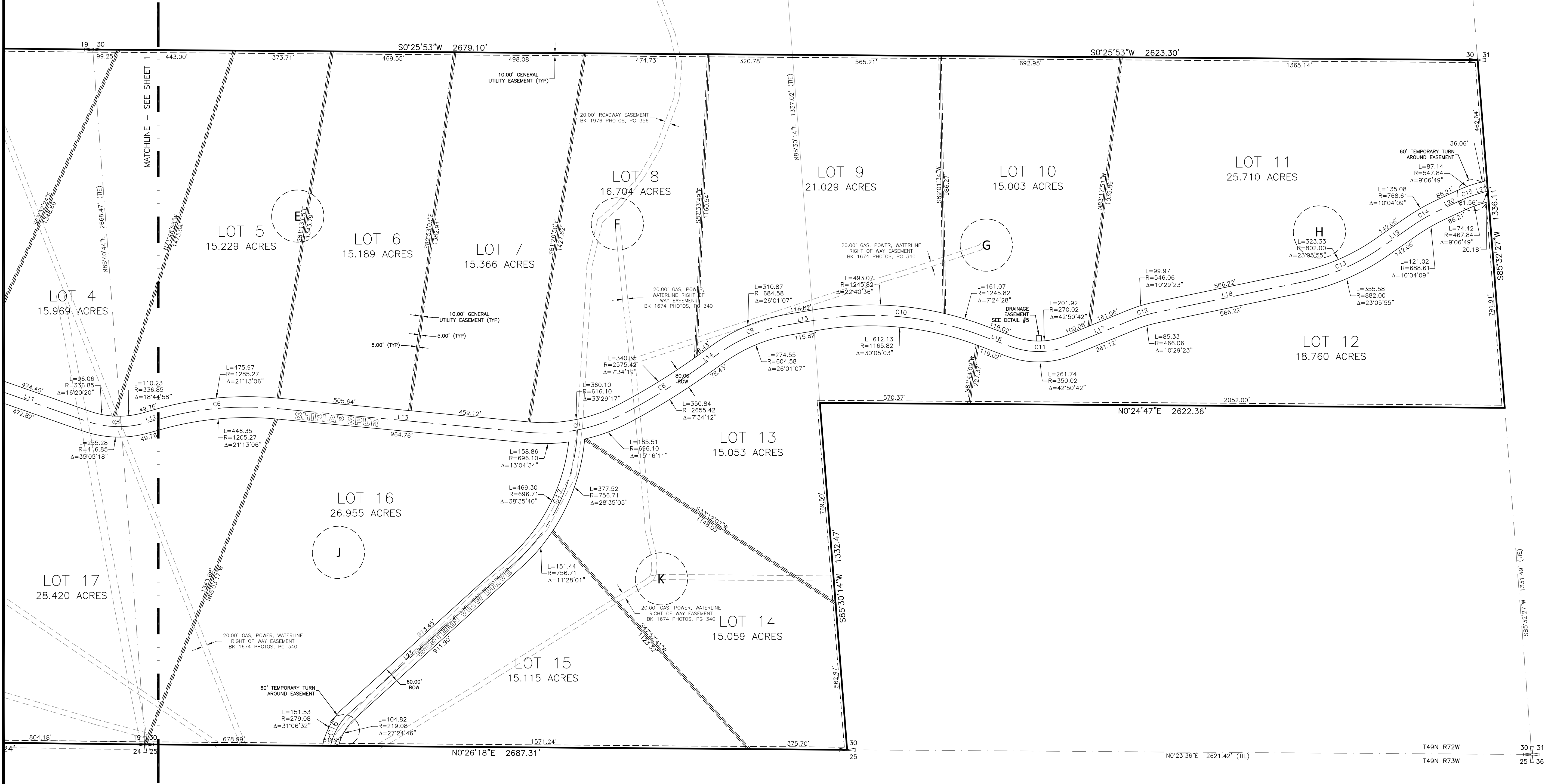


VICINITY MAP

LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- FOUND PROPERTY CORNER
- BOUNDARY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- SECTION LINES
- QUARTER SECTION LINES
- SIXTEENTH SECTION LINES
- EXISTING PROPERTY LINES

NOTE: SET REBAR AND CAPS MARKED.
PLS 15542 AT ALL REQUIRED CORNER PTS.



Prepared for:
SADDLE RIDGE HOLDING, LLC
1325 E SHOSHONE AVENUE
GILLETTE, WYOMING 82718
307-686-7202



Drawn by: SS	Design by: SS	Reviewed by: SS
Revision Date	Revision Description	

PCA Project Number: 213910.00
Plot Date: May 31, 2022 - 11:29am
P:\Projects\21391000 Saddle Ridge Estates\DesDwg\MainP Final.dwg
Layout: Final Plat (2)
X-Ref: ...

SADDLE RIDGE ESTATES
LOCATED IN A PORTION OF THE S2NW4 & SW4 SECTION 19 AND THE NW4 & E2SW4 SECTION 30, T49N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

FINAL PLAT

SHEET 2 OF 3

CERTIFICATE OF DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION OF SADDLE RIDGE ESTATES, LOCATED IN A PORTION OF THE S2NW4 & SW4 SECTION 19 AND THE NW4 & E2SW4 SECTION 30, T49N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, 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, PREPARING, 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. ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____ DAY OF _____ A.D., 20____, BY:

SADDLE RIDGE HOLDING, LLC _____ CHRISTOPHER G. PASEK, MEMBER

STATE OF _____)
)SS.
COUNTY _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D., 20____, BY SADDLE RIDGE HOLDING, LLC, CHRISTOPHER G. PASEK, MEMBER, AS A FREE AND VOLUNTARY ACT AND DEED. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CAMPBELL COUNTY PLANNING COMMISSION, CAMPBELL COUNTY, WYOMING

APPROVED BY THE CAMPBELL COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ A.D., 20____.

CHAIRMAN _____
ATTEST: _____
CLERK OF THE PLANNING COMMISSION _____

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING

APPROVED FOR FILING BY THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF CAMPBELL, STATE OF WYOMING THIS _____ DAY OF _____ A.D., 20____.

CHAIRMAN OF BOARD _____ MEMBER _____

MEMBER _____ MEMBER _____
ATTEST: _____

MEMBER _____ CLERK OF BOARD _____

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____ 20____, AND IS DULY RECORDED IN BOOK NUMBER _____, PAGE NUMBER _____.

COUNTY CLERK _____

SADDLE RIDGE ESTATES

LOCATED IN A PORTION OF THE S2NW4 & SW4 SECTION 19 AND THE NW4 & E2SW4 SECTION 30, T49N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

LEGAL DESCRIPTION

A PARCEL LOCATED IN A PORTION OF THE S2NW4 & THE SW4 OF SECTION 19 AND THE NW4 & E2SW4 OF SECTION 30, T49N, R72W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 19 AND SECTION 18, BEING MONUMENTED BY A 1989 BLM BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE S00°26'53"W, 1335.17 FEET TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 19;

THENCE S01°47'43"E, 200.51 FEET TO AN ALUMINUM CAP STAMPED 1992 PLS 538;

THENCE N73°34'51"E, 826.23 FEET TO AN ALUMINUM CAP STAMPED 1992 PLS 538;

THENCE S83°50'06"E, 274.44 FEET TO AN ANGLE POINT;

THENCE S80°58'19"E, 272.80 FEET TO A POINT ON THE EAST LINE OF AFOREMENTIONED S2NW4 OF SECTION 19;

THENCE ALONG SAID EAST LINE, S00°34'25"W, 1195.73 FEET TO AN ALUMINUM CAP STAMPED RLS 2333 TR COR;

THENCE ALONG THE EAST LINE OF AFOREMENTIONED SW4 SECTION 19, S00°34'29"W, 1333.34 FEET TO AN ALUMINUM CAP STAMPED RLS 2333 TR COR;

THENCE CONTINUING ALONG SAID EAST LINE, S00°34'20"W, 1331.36 FEET TO A 1989 BLM BRASS CAP;

THENCE ALONG THE EAST LINE OF AFOREMENTIONED NW4 SECTION 30, S00°25'53"W, 2679.10 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE EAST LINE OF AFOREMENTIONED E2SW4 SECTION 30, S00°25'53"W, 2623.30 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 30, MONUMENTED BY A 1989 BLM BRASS CAP;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, S85°32'27"W, 1336.11 FEET TO THE WEST SIXTEENTH CORNER OF SAID SECTION 30 AND SECTION 31;

THENCE ALONG THE WEST LINE OF AFOREMENTIONED E2SW4 SECTION 30, N00°24'47"E, 2622.36 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF AFOREMENTIONED NW4 SECTION 30, S85°30'14"W, 1332.47 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 30, MONUMENTED BY A 1989 BLM BRASS CAP;

THENCE ALONG THE WEST LINE OF SAID SECTION 30, N00°26'18"E, 2687.31 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30, MONUMENTED BY A 1989 BLM BRASS CAP;

THENCE ALONG THE WEST LINE OF AFOREMENTIONED SECTION 19, N00°38'20"E, 1333.24 FEET TO THE SOUTH SIXTEENTH CORNER OF SAID SECTION 19 AND SECTION 24, MONUMENTED BY AN ALUMINUM CAP STAMPED RLS 2333;

THENCE CONTINUING ALONG SAID WEST LINE, N00°38'20"E, 1333.24 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 19, MONUMENTED BY A 1989 BLM BRASS CAP;

THENCE CONTINUING ALONG SAID WEST LINE, N00°05'35"E, 1336.04 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 19 AND SECTION 24, MONUMENTED BY A 1989 BLM BRASS CAP;

THENCE ALONG THE NORTH LINE OF AFOREMENTIONED S2NW4 SECTION 19, N85°46'17"E, 1250.08 FEET TO A POINT;

THENCE CONTINUING ALONG SAID NORTH LINE, N85°46'17"E, 19.87 FEET TO A POINT ON THE WEST BOUNDARY OF A PARCEL DESCRIBED IN BOOK 3392 PHOTOS, PAGE 162 OF THE CAMPBELL COUNTY CLERKS RECORDS;

THENCE ALONG SAID WEST LINE, N00°26'53"E, 1275.03 FEET TO AN ANGLE POINT;

THENCE S85°49'34"W, 502.06 FEET TO AN ANGLE POINT;

THENCE N04°10'26"W, 60.00 FEET TO A POINT ON THE NORTH LINE OF AFOREMENTIONED SECTION 19;

THENCE N85°49'34"E, 567.10 FEET TO THE POINT OF BEGINNING.

ADDITIONAL EXCEPTIONS

BLANKET EASEMENTS IN NATURE

- BOOK 257 PHOTOS, PAGE 465
- BOOK 402 PHOTOS, PAGE 327
- BOOK 1211 PHOTOS, PAGE 162
- BOOK 1545 PHOTOS, PAGE 366
- BOOK 1621 PHOTOS, PAGE 481
- BOOK 1635 PHOTOS, PAGE 261
- BOOK 1644 PHOTOS, PAGE 334
- BOOK 1684 PHOTOS, PAGE 587
- BOOK 1728 PHOTOS, PAGE 635
- BOOK 2591 PHOTOS, PAGE 151

AFFECTS PROPERTY BUT NOT PLOTTABLE

- BOOK 1600 PHOTOS, PAGE 101
- BOOK 1600 PHOTOS, PAGE 134
- BOOK 2006 PHOTOS, PAGE 635
- BOOK 2235 PHOTOS, PAGE 232
- BOOK 2389 PHOTOS, PAGE 110
- BOOK 3018 PHOTOS, PAGE 124
- BOOK 3384 PHOTOS, PAGE 311

DOES NOT AFFECT PROPERTY

- BOOK 1835 PHOTOS, PAGE 202

SUBDIVISION SUMMARY

TOTAL AREA: 487.665 ACRES

TOTAL LOTS: 20 LOTS

ZONING: R-S

FLOOD PLAIN DESIGNATION ZONE X

RIGHT OF WAY: 22.249 ACRES

BENCHMARK

BASED ON CITY OF GILLETTE
VERTICAL CONTROL MONUMENT #55
ELEVATION= 4587.181

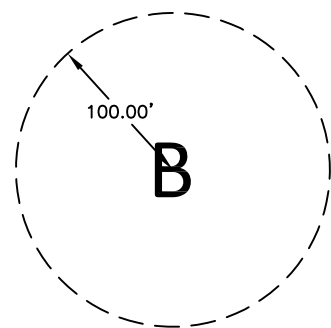
BASIS OF BEARING

WYOMING STATE PLANE EAST ZONE
4901, GRID

WELL NO BUILD ZONE INFORMATION

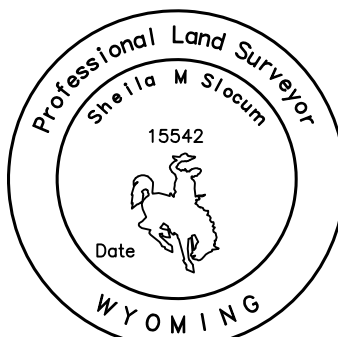
WELL LOCATIONS DETERMINED FROM HISTORICAL IMAGERY

WELL ID	WELL PERMIT NUMBER	BEARING	DISTANCE
A	49-005-44276	N31°05'56"	3961.67'
B	49-005-42604	N43°17'32"	2977.25'
C	49-005-42606	N10°29'14"	3513.85'
D	49-005-39481	N28°51'54"	1008.42'
E	49-005-41437	S73°54'11"	2105.67'
F	49-005-37887	S47°47'47"	2690.69'
G	49-005-37889	S30°42'03"	3745.00'
H	49-005-37886	S23°35'04"	4905.17'
J	49-005-28880	S44°50'26"	1042.97'
K	49-005-37481	S17°47'23"	2075.56'



SURVEYOR'S CERTIFICATE

I, SHEILA SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE SADDLE RIDGE ESTATES LOCATED IN A PORTION OF THE S2NW4 & SW4 SECTION 19 AND THE NW4 & E2SW4 SECTION 30, T49N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.



LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- FOUND PROPERTY CORNER
- BOUNDARY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- SECTION LINES
- QUARTER SECTION LINES
- SIXTEENTH SECTION LINES
- EXISTING PROPERTY LINES

NOTE: SET REBAR AND CAPS MARKED
PLS 15542 AT ALL REQUIRED CORNER PTS.

Prepared for:

SADDLE RIDGE HOLDING, LLC

1325 E SHOSHONE AVENUE
GILLETTE, WYOMING 82718
307-686-7202



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Drawn by: SS Design by: SS Reviewed by: SS

Revision Date Revision Description

PCA Project Number: 213910.00

Plot Date: May 23, 2022 - 1:50pm

P:\Projects\21391000 Saddle Ridge Estates\DesDwgs\MainP Final.dwg
Layout: Final Plat (3)

X-Ref: ...

SADDLE RIDGE ESTATES

LOCATED IN A PORTION OF
THE S2NW4 & SW4
SECTION 19 AND THE NW4
& E2SW4 SECTION 30,
T49N, R72W, OF THE 6TH
P.M., CAMPBELL COUNTY,
WYOMING

FINAL PLAT

SHEET 3 OF 3

DEPARTMENT OF PUBLIC WORKS

Building & Planning Division

500 S. Gillette Avenue, Suite 1500
Gillette Wyoming 82716
Phone 307-682-1970 Fax 307-687-6468

4/20/2022

RE: Saddle Ridge Subdivision Final Plat / Case# 22.03.COSP

Legal Description: 49N 72W, 49N 73W

Dear Neighboring Landowner:

I would like to inform you of a proposed Final Plat review request in your area. If you should have any concerns or comments, you are invited to attend the following public hearing:

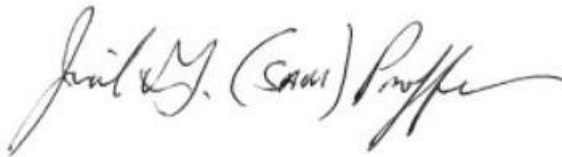
The County Planning Commission will review the Final Plat for the Saddle Ridge Subdivision at their meeting on Thursday, May 19th, 2022, at 7 p.m. in the Commissioners' Chambers of the Campbell County Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

The attached aerial photo and site plan shows the proposed project location.

If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office, and it will be forwarded to the Commissioners on your behalf.

Please do not hesitate to contact us at 682-1970 if you have questions regarding this notice.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Proffer", with a stylized flourish at the end.

Sam Proffer
Planner and Zoning Administrator

Cc: File

Encs: Aerial Photo, Site Plan

DEPARTMENT OF PUBLIC WORKS

Building & Planning Division

500 S. Gillette Avenue, Suite 1500
Gillette Wyoming 82716
Phone 307-682-1970 Fax 307-687-6468

May 9, 2022

RE: Saddle Ridge Subdivision Final Plat / Case# 22.03.COSP

POSTPONED

Dear Neighboring Landowner:

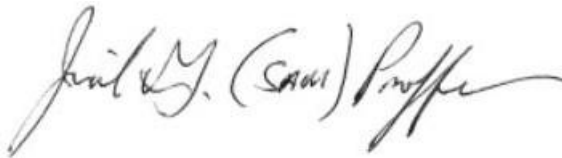
This is a follow-up letter to the notice sent out on April 20th, 2022, regarding the Saddle Ridge Subdivision Plat. The hearing for the Saddle Ridge Subdivision Final Plat was originally scheduled for the May 19th, 2022, Planning Commission meeting. That meeting has been postponed until June 16th, 2022.

The County Planning Commission will now review the Final Plat for the Saddle Ridge Subdivision at their regular meeting on Thursday, June 16th, 2022, at 7 p.m. in the Commissioners' Chambers of the Campbell County Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office, and it will be forwarded to the Commissioners on your behalf.

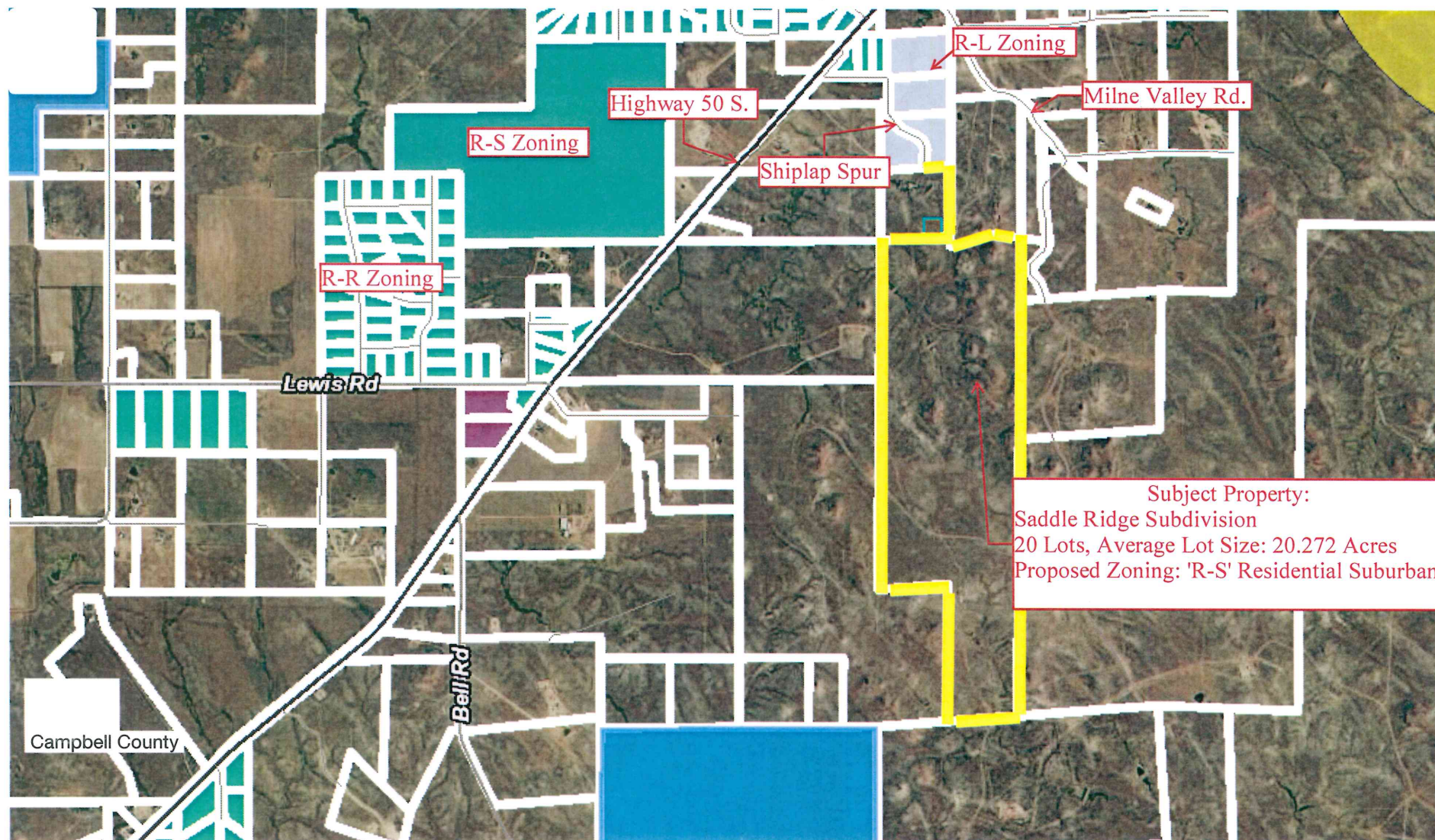
Please do not hesitate to contact us at 682-1970 if you have questions regarding this notice.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Proffer", with a stylized flourish at the end.

Sam Proffer
Planner and Zoning Administrator

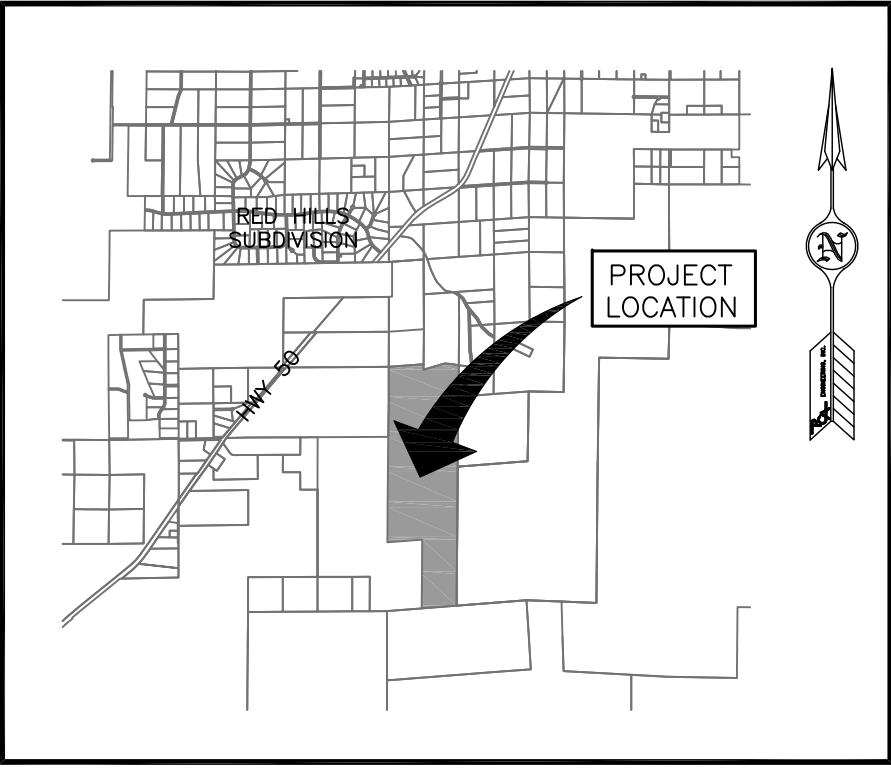
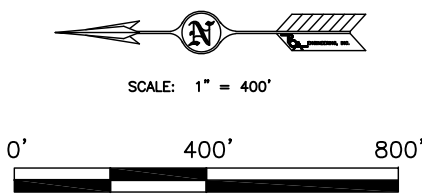
Cc: File, PCA Engineering, Saddle Ridge Holdings LLC



▼ Find addr, street, or lat/long 🔍

SADDLE RIDGE ESTATES

LOCATED IN A PORTION OF THE S2NW4 & SW4 SECTION 19 AND THE NW4 & E2SW4 SECTION 30, T49N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



VICINITY MAP



Prepared for:

SADDLE RIDGE HOLDINGS
1325 E SHOSHONE AVENUE
GILLETTE, WYOMING 82718
307-686-7202

PCA CIVIL ENGINEERING
SURVEYING
ENGINEERING INC. MATERIAL TESTING

COPYRIGHT © ALL RIGHTS RESERVED BY PCA ENGINEERING, INC.
4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyoming 82718
307-687-0600

Drawn by:	SS	Design by:	SS	Reviewed by:	SS
Revision Date				Revision	Description

PCA Project Number: 213910.00
Plot Date: Jan 13, 2022 - 11:41am
P:\Projects\21391000 Saddle Ridge Estates\DesDwgs\MainP.dwg
Layout: Site Plan
X-Ref: ...

SADDLE RIDGE ESTATES
LOCATED IN A PORTION OF THE S2NW4 & SW4 SECTION 19 AND THE NW4 & E2SW4 SECTION 30, T49N, R72W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

SITE PLAN

SHEET 1 OF 1

PEDERSEN CALEB & KELSEY	4108 LONGHORN AVE
BISHOP EARL	40 MILNE VALLEY RD
EHRHARD SHAUN R & MICHELLE L	PO BOX 1449
NORSTEGAARD BRIAN & PATRICIA	PO BOX 3692
MESERVE DAVID L REVOCABLE TRUST	PO BOX 2063
ME WEST LLC	PO BOX 342
HIGH PLAINS ASSOCIATES INC ETAL	PO BOX 280969
ATTN LOUIS A OSWALD III	
REYNOLDS BUTCH & SHERRY ETAL	2501 S GARNER LAKE RD
INNES KYLE	888 BLACK & YELLOW RD
JOHNSON NICK	795 STATE HIGHWAY 50
CERVANTES PEGGY S	755 STATE HWY 50
RODGERS CALVIN & MIRANDA	PO BOX 516

GILLETTE, WY 82718-7838

GILLETTE, WY 82718-8553

GILLETTE, WY 82717-1449

GILLETTE, WY 82717-3692

RIVERTON, WY 82501-0278

GILLETTE, WY 82717-0342

LAKEWOOD, CO 80228-0969

GILLETTE, WY 82718-8396

GILLETTE, WY 82718-8000

GILLETTE, WY 82718-9435

GILLETTE, WY 82718-9435

GILLETTE, WY 82717-0516

8. **Section 7.8 Sewer Standards.** The soils report as submitted confirms that on-lot septic systems can be utilized. See the Planning Considerations section on the required Department of Environmental Review for additional comments.
9. **Section 7.9 Water Supply Standards.** The soils and water report indicates that on-lot wells can be utilized as proposed. See the Planning Considerations section on the required Department of Environmental Review for additional comments.
10. **Section 7.11 Fire Safety Standards.** The Campbell County Fire Department has reviewed the Preliminary Plat and has substantially approved the design as submitted.
11. **Section 8.4 Disclosure Statement.** Staff has reviewed the Disclosure Statement as submitted and has found it to be adequate for the intended purposes of advising potential purchasers of issues specific to the subdivision. Final inclusions may be necessary as more information comes in.

Planning Considerations:

Section 6.11 Wyoming Department of Environmental Quality Review. The applicant is in the process of preparing the Chapter 23 DEQ environmental study for review by the DEQ and will advise with status reports as appropriate. Completion of this document may have additional information for water and sewer requirements.

Section 7.7 Utilities. Need verification that electrical service has been provided to each lot or a contract with Powder River Electric Coop has been entered into to provide power.

Section 7.5 Roads and Street Designs Standards. Caution, speed limit, and other signs will be required for the roadway. Staff will work with the applicant to determine signage requirements as the road is being completed.

Section 8.3 Associations or Districts for Subdivision Maintenance. The applicant has proposed creating an Improvements and Service District and will advise with status reports as appropriate.

Exhibits:

- Exhibit 'A', 11-4-21 Planning Commission Memo to Applicant (Pg. 16)
- Exhibit 'A-1', Major Subdivision Improvements Chart (Pg. 17)
- Exhibit 'B', Fire Department Comments (Pgs. 18 - 20)
- Exhibit 'C', Conservation District Comments (Pg. 21)
- Exhibit 'D', Utility Group Notification and Response (Pgs. 22 - 23)

Sam G. Proffer

From: Clark M. Melinkovich
Sent: Tuesday, May 31, 2022 3:22 PM
To: Sam G. Proffer
Cc: Sheila Slocum; Chris Pasek
Subject: Saddle ridge field items

Sam,
All the on-site road infrastructure and field related items have been taken care of. The vast majority are complete and a couple of minor items have been paid for with proof of payment given and are scheduled for completion. All good with road/signage/mailboxes.

Clark Melinkovich, P.E.
Senior Engineer | Public Works – Engineering Division



Campbell County Public Works
500 S. Gillette Ave., Suite 1400 | Gillette, WY 82716
Office: 307.685.8061 | Fax: 307.687.6468
clark.melinkovich@campbellcountywyo.gov

"Providing quality, efficient and cost-effective services for all Campbell County residents through sound decision making and fiscal responsibility"



200 S Garner Lake Rd
 Gillette, WY 82718-8259
 Fax: (307) 682-0733
 Phone: 1-800-442-3630

POWDER RIVER ENERGY
 221 Main Street
 PO Box 930
 Sundance, WY 82729-0930
 (307)283-3531

Saddle Ridge Holdings, LLC
 Attn: Chris
 1325 E Shoshone Ave
 Gillette WY 82718

Journal: 194969
 Set: 0

Date: Apr 8, 2022
 Time: 3:24:45

Saddle Ridge Holdings, LLC
 107.20 CONSTRUCTION
 WO#: 220134

75000.00

Total To-Be-Paid:	75000.00
120 CHECKS:	75000.00
Change Due:	0.00

3 867 gd802 22 12

RETURN ENTIRE INVOICE WITH PAYME

WO Number	Description	
220134	Estimated Preliminary Cost Subdivision Location 49-72-19	\$75
Attn: <u>Lori Williams</u>		Due Upon Receipt: \$75,000.00
GL Acct: <u>107.20</u>		

NEXT LEVEL GLASS AND GRAPHICS
610 SINCLAIR ST
GILLETTE, WY 82718

Customer Copy

PH:(307) 682-0648 FAX:

Federal Tax ID: 84-3213267

P/O#: BARRICADE SIGNAGE

Cust State Tax ID:

Cust Fed Tax ID:

Ship Via:

Taken By: rickw

Installer:

SalesRep:

Adv. Code:

Invoice: I010714

Date: 5/31/2022

Time: 09:01 AM

Reprint # 2

Bill To: PRP ACCOUNTING

Sold To: PRP ACCOUNTING

PRP ACCOUNTING
1325 E. SHOSHONE AVE.
GILLETTE, WY 82718

PRP ACCOUNTING
1325 E. SHOSHONE AVE.
GILLETTE, WY 82718

Qty	Part Number	Description	List	Disc%	Sell	Total
2	ROAD CLOSED	48 X 30 SIGNAGE	\$325.00	0	\$325.00	\$650.00
6	LONG BARRICADE R/	8X8 LONG BARRICADE RAILING	\$179.00	0	\$179.00	\$1,074.00
1	MISC	SHIPPING FOR SIGNS 2 DAY AIR	\$170.00	0	\$170.00	\$170.00

Thank You for your patronage

PRP Accounting
paid invoice in full
\$1988.70 5/31/22

Office Manager
Mandie Weight

Customer's \$

On Account:

Sub Total: \$1,894.00

Tax: \$94.70

Total: \$1,988.70

Balance: \$1,988.70

FULLER LAW OFFICE, P.C.

ATTORNEY AND COUNSELOR AT LAW
1401 West 2nd Street, Suite 2
Gillette, Wyoming 82716
Telephone: (307) 685-6426
Fax: (307) 685-6441

Mike D. Fuller
mfuller@fslaw.us

17 May 2022

VIA 1ST CLASS MAIL

Department of Public Works
500 S. Gillette Avenue, Suite 1400
Gillette, WY 82716

RE: Saddle Ridge Holding, LLC

To Whom It May Concern:

I have been working for Saddle Ridge Holding, LLC to meet the requirements of the County Planning. My office originally pursued an Improvement and Service District for the road to the subdivision. My firm was unable to get the adjoining landowners to commit to the Improvement District. The landowners could be forced into the District, but I advised Saddle Ridge Holding, LLC not to pursue that course of action. Saddle Ridge Holding, LLC does not want ill will from adjoining landowners being forced into an improvement district.

Saddle Ridge Holding, LLC has, after consultation with County Planning, elected to use a homeowner's association with binding covenants. Saddle Ridge Holding, LLC has met the requirements of that agency and submitted the required disclosure statement and covenants.

Saddle Ridge Holding, LLC hopes that after the lots are sold to new owners on the road those new owners will revisit the improvement district concept. Saddle Ridge Holding, LLC has now met the subdivision requirements to go forward with their project and anticipates County Planning will recommend the project approval.

Thank you for having the personnel to help Saddle Ridge Holding, LLC with their project. If you have any questions, please feel free to contact my office to schedule an appointment to meet with me.

Sincerely,

FULLER LAW OFFICE, P.C.



Mike D. Fuller

MDF/bh

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made on April 13, 2022, at Gillette, Wyoming, by Saddle Ridge Holding, LLC, a Wyoming Limited Liability Company (“Declarant”), whose mailing address is 1325 E. Shoshone Avenue, Gillette, Campbell County, Wyoming, as the legal owners of the property situated in Campbell County, Wyoming described herein.

Declarant is the owner of certain real property located in Campbell County, Wyoming, described in the attached Exhibit “A”, referred to as “Land,” hereinafter.

Declarant has devised a general plan for the improvement and development of the Land. Declarant desires to subject the Land to certain conditions, covenants, and restrictions designed to protect and safeguard the Land.

This general plan will benefit the Land in general, the parcels and lots that constitute the Land, Declarant, and each successive owner of an interest in the Land.

Therefore, in accordance with both the doctrines of restrictive covenants and implied equitable servitudes, Declarant desires to restrict the Land according to these covenants, conditions, and restrictions in furtherance of this general plan.

Now, therefore, it is declared that all of the Land shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions

ARTICLE I
DEFINITIONS

1.01 “Declarant” shall mean Saddle Ridge Holding, LLC.

1.02 “Land” shall mean the following described real property located in Campbell County, Wyoming:

 See attached Exhibit “A”

1.03 “Tract” or “Tracts” shall mean any parcel or parcels of real estate contained within the Land.

- 1.04 “Owner” shall mean and refer to the record owner, whether one or more persons or entities holding fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.
- 1.05 “Covenants” or “Declaration” shall mean the Declaration of Covenants and Restrictions contained herein.
- 1.06 “Mobile home” or “trailer house” shall mean a transportable home connected permanently to a chassis which allows the home to be transported.
- 1.07 The Land is zoned “Rural Subdivision”. However, all requirements, rules, and regulations currently in force or promulgated by Campbell County relating to RS Zoning will be applicable to the land, unless inconsistent with this document. The more restrictive of either the covenants or the zoning will apply when the two conflict.
- 1.08 “Road” or “Roads” shall include any paved or unpaved surface intended for use by motorized vehicles.
- 1.09 “Commercial Use” and “Commercial Activity” shall include, but are not limited to, any activities which are carried on for-profit, with the intent to be a for-profit endeavor, or as a means of providing service or products to any individual not within the owner’s immediate family.
- 1.10 “Association” means an incorporated or unincorporated association, referred to as Saddle Ridge Holding Association in all of its official dealings, consisting of all Owners, which shall have the duty of maintaining, operating, and managing all Roads as provided in this Declaration. Each Owner shall become a member of the Association automatically upon acquiring a Tract, without any further documentation of any kind.
- 1.11 “Right-of-Way” shall include any area in which an easement has been granted and any part of the Land is subject to equitable servitude to that easement.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

- 2.01 The covenants, conditions and restrictions set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Land to enhance the value, desirability, and attractiveness of the lots and Right-of-Way. These covenants, restrictions, and conditions are imposed upon Declarant and upon the Owners of all lots. Said covenants, conditions, and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions, and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot, but also his/her successors and assigns. All such covenants, conditions, and restrictions are intended as and are declared to be covenants running with the land or equitable servitudes upon the land, as the case may be, and are intended to run in perpetuity. The Owners and the Association shall have the right to enforce these covenants.

ARTICLE III
PROPERTY RIGHTS

- 3.01 Every owner shall have a right and an easement of enjoyment and use in and to the Right-of-Way, if any, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
- (a) The right of the Association to assess and charge a reasonable maintenance, operation, and usage fee and to impose such charge or assessment as a lien against any property for which such charge or lien has not been paid in accordance with this Declaration of Covenants, Conditions and Restrictions.
 - (b) The right of the Association to suspend the voting rights for any period during, which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
 - (c) The right of the Association to dedicate or transfer all of any part of the Right-of-Way to any public agency, authority, or entity, but only with the permission of the agency, authority or entity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such dedication or transfer is approved by two-thirds (2/3) of the members;
 - (d) The right of the Association to borrow money for the purposes of improving or operating said facilities and to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners;
 - (e) The right of the Association, through its Board of Directors, to adopt and publish rules and regulations and usage fees with respect to the Right-of-Way, if any.
 - (f) No lot owner(s) may sue to partition the Right-of-Way. The Right-of-Way is for the benefit of all lot owners and not for a particular individual.
- 3.02 Any Owner may delegate his/her right of enjoyment and use in and to the Right-of-Way, to the members of his/her family, or contract purchasers who reside on the property.
- 3.03 No Owner shall place any permanent structure, foundation, accessory building, or object over an easement. The Association has the right to require owners to remove said permanent structure, foundation, accessory building, or object from an easement. Permanent includes, but is not limited to, a foundation, etc. attached to the land.
- 3.04 All Tracts in the Land shall be subservient to the Access Road, more particularly described in Exhibit "B".

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

- 4.01 Every Owner of a Tract shall be a member of the Association. Membership shall not be

separated from ownership of any Tract. All owners shall be entitled to one vote for each Tract. When more than one person holds an interest in any Tract, all such persons shall be members. The vote for such Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Tract. When two or more persons are stockholders in a corporation holding an interest in any Tract, one, and only one, shall be a member for voting purposes.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

- 5.01 The Declarant, for each Tract owned within the Land, covenants, and each owner of any lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual, or more frequent if necessary, for operating reasons, assessments, or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.
- 5.02 The assessments levied by the Association shall be used exclusively to promote health, safety, and welfare of the residents in the properties and for the maintenance, preservation, replacement and operation of the Right-of-Way, if any, and Association costs. The assessments shall be used to maintain the Right-of-Way.
- 5.03 Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum equal assessment shall be Six Hundred Dollars (\$600.00) per year per occupied Tract. The Declarant shall be responsible for the remaining amount of the yearly costs of the lots which are unsold. The Declarant shall bill monthly costs to lot owners.
- (a) From and after January 1 of the year immediately following the conveyance on the first lot to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- 5.04 In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair, or replacement of a capital improvement upon the Right-of-Way, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

- 5.05 Written notice of any meeting called for the purpose of taking any action authorized under 5.03 and 5.04 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentage to be made up of people attending in person and those voting by proxy.
- 5.06 Both annual and special assessments must be fixed at uniform rates for all lots not owned by Declarant and may be collected on a monthly basis.
- 5.07 The annual and special assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance of such lot by Declarant. The Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner. The due dates and collection methods shall be established by the Association, and, unless otherwise provided, the Association or its assigns shall collect each month from the owner of each lot one-twelfth (1/12) of the annual assessment for such lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment stated to have been paid.
- 5.08 In the event an Owner charged with an assessment, be it annual or special, does not make payment, the following are remedies available to the Association, upon compliance with 5.09:
 - (a) Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.
 - (b) The amount of all delinquent regular and special assessments plus interest and any expenses reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed, which shall attach to the lot as of the time the Association caused to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:
 - i. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration;

- ii. The name of the owner of record or reputed owner of the Tract;
 - iii. A description of the lot against which the lien has been assessed.
- 5.09 The notice referred to in 5.08(b) shall be signed by two-thirds (2/3) of the members of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until the notice of intention to proceed to foreclose the lien has been delivered by the Association to the owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive, but shall be in addition to any other rights or remedies which the owners or the Association may have by law or otherwise, including, but not limited to, a suit to recover a money judgment for unpaid assessments. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage, and convey such lot upon its purchase. Upon repayment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith, for value, and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided in this Article.
- 5.10 Upon the timely curing of the default for which a notice of claims or lien was filed by the Association, the officers of the Association are authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting owner, of a fee to be determined by the Association, but not to exceed Fifty Dollars (\$50.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.
- 5.11 No breach of the covenants, conditions, or restrictions, nor any lien so created, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions, and restrictions shall be binding upon, and effective against, the owner whose title is deprived through foreclosure of trustee's sale, or otherwise.
- 5.12 The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments becoming due or from the lien.

ARTICLE VI
LANDSCAPE DEVELOPMENT

- 6.01 All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

ARTICLE VII
VEHICLES

- 7.01 No vehicles, trailers, or any equipment shall be parked along any of the dedicated easements located within the Land. A maximum of three (3) unlicensed vehicles or trailers may be stored outside of an outbuilding on any Tract, or Tracts, owned by any Owner. Any and all other vehicles, trailers, or equipment including, but not limited to, unlicensed, unused, stripped down, partially wrecked, immobile, or inoperative vehicles, trailers, or equipment must be in an enclosed outbuilding or are otherwise not to be on any Tract. Truck-tractors, Tractor-trailers, semi-trailers, and/or commercial two-axle vehicles, which are twenty (20) feet in length or greater, are not permitted to park anywhere within the land unless the vehicle or trailer is used in the Tract Owner's primary occupation. A maximum of three (3) such vehicles, trailers, and/or equipment may be on the Tract if not in an enclosed outbuilding.

ARTICLE VIII
SANITARY SYSTEMS

- 8.01 The planning, design, implementation, and maintenance of septic tanks or other sewage disposal systems shall be the responsibility of the Owner. Owners shall ensure that the placement of septic tanks or other sewage disposal systems will not injure another Owner on any Tract.
- 8.02 All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, and standards of the Wyoming Department of Environmental Quality and County agency having jurisdiction over the Land. Approval of the system as installed shall be obtained from that authority. Septic permits must be obtained at the Campbell County Planning and Building Division. The lot owner must comply with all rules, regulations and requirements of that agency.

ARTICLE IX
WATER USE

- 9.01 The planning, design, implementation, and maintenance of any well or other system providing water to the Tract shall be the responsibility of the Owner. Owners shall ensure that the placement of any well or other system providing water to the Tract will not injure another Owners on any Tract.
- 9.02 Water from the well shall be used exclusively for the Tract or Tracts within the Land and only for residential use, subject to restrictions contained herein. No wash bay or commercial use shall be allowed on the Land. Owner shall follow all regulations,

requirements, and standards of the State Engineer and any other State or County agency having jurisdiction over the Land. Approval of the well or system as installed shall be obtained from that authority.

ARTICLE X
PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS

- 10.01 No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing, or using Tract in a manner that creates or permits erosion or other waste, shall be considered a nuisance. Commercial Activity shall be considered a nuisance. Any cistern systems, if installed for a Tract or Tracts, will be at the sole cost of the owner.
- 10.02 Notwithstanding 6.01, Commercial Activity for the purpose of construction of a single-family dwelling or outbuilding on any Tracts shall not be considered a nuisance, so long as that construction is completed in a timely manner.
- 10.03 An Owner may utilize the airspace directly above his/her property lines for unmanned arial vehicles ("UAVs"), so long as they are in compliance with Federal Aviation Administration Rules and Regulations. These UAVs shall not cross the vertical boundary of the Tract of the Owner flying the UAV.

ARTICLE XI
RESIDENTIAL USE ONLY AND PROHIBITED USES

- 11.01 All Tracts shall be used for single-family residential purposes only. Single-family use consists of a use as a dwelling by one or more natural persons who are related by marriage or kinship or by not more than 4 natural persons who are not related by marriage or kinship. The residence shall be a single-family dwelling. A single-family dwelling shall be a stick-built home or an IRC stick-built home or a IRC approved factory built modular home. The IRC or modular home shall not be over Five (5) years old at the time the home is placed on the lot. This Subdivision shall require a minimum twenty-four (24) feet width dimension to be qualified to be placed as a IRC or modular home on any lot. However, persons engaged in the construction and sale of residences on the Land shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on any Tract. Dwellings shall only be earth-tone colors. All dwellings shall be a minimum of 1,350 square feet on the smallest level.
- 11.02 All dwellings shall be affixed to a permanent, engineered concrete foundation.
- 11.03 Only one (1) single-family dwelling may be erected on any Tract or Tracts owned by an Owner. Any additions, add-ons, improvements, or outbuildings built on any Tract must conform in color and be aesthetically appealing.
- 11.04 With the exception of a motor home or travel trailer as allowed in this Article VII, no structure of a temporary character including, but not limited to, a mobile home, basement, tent, shack, garage, or other building, shall be used, placed, erected, or altered on any Tract

at any time as a residence, either temporary or permanently. However:

- (a) An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to a three (3) month provided that that motor home or travel trailer is removed from the Tract for at least one (1) month between periods of location and occupancy.
 - (b) With a Temporary Use Permit issued by the Planning and Building Division. An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not to exceed twelve (12) months during the term of actual construction of the permanent single-family dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored in accordance with these Covenants after completion of the permanent single-family dwelling.
- 11.05 No signs of any type shall be allowed on any Tract except one (1) sign of not more than five (5) square feet advertising that the Tract is for sale or rent.
- 11.06 No Tract shall be used or maintained as a dumping ground for rubbish, trash, or waste. Rubbish, trash, or waste shall be stored in sanitary containers acquired at the expense of the Owner. Owner shall ensure that rubbish, trash, or waste is removed from the Tract at least one (1) time each week. There shall be no burning or incineration of trash, garbage, rubbish, waste, debris, or any other material. No hazardous materials shall be kept on any Tract.
- 11.07 Owner may erect, or contract to have erected, the following types of fence:
- (a) A fence made of steel, concrete, or sound wooden posts and three (3) spans of barbed or smooth wire not more than fifteen (15) inches or less than ten (10) inches apart, or two (2) spans of barbed wire with a wooden rail on top. Wooden posts shall be at least four (4) inches in diameter. Posts shall be set firmly in the ground at least twenty (20) inches deep, at no greater distance apart than twenty-two (22) feet between the posts or thirty-three (33) feet with at least two (2) iron or wooden stays between the posts. Stays shall be placed equal distance apart from themselves and the post on either side.
 - (b) A post and board fence made of sound posts not less than four (4) inches in diameter set substantially in the ground not more than ten (10) feet apart, with three (3) boards each being one (1) inch thick lumber and eight (8) inches wide, and not more than ten (10) inches apart, or four (4) boards each being one (1) inch thick lumber and six (6) inches wide, not more than eight (8) inches apart, securely fastened with nails or otherwise.
 - (c) A four (4) pole fence with round poles not less than two (2) inches in diameter at the small end, with either upright or leaning posts not more than sixteen (16) feet apart, and securely fastened with nails, wires or otherwise.
 - (d) Wyoming is a fence out state.

- 11.08 An Owner may keep up to two (2) livestock animals per lot owned. Poultry, chickens, or fowl are permitted as long as they are kept in sanitary conditions and are in accordance with all other provisions herein. Poultry shall not count towards the livestock animal restriction. No more than three (3) dogs shall be kept, boarded, or reside at any single-family dwelling. Any Owner exercising their privilege to keep animals on any Tract must ensure that those animals remain on their Tract by erecting a fence in accordance with 11.07.
- 11.09 Owners are not allowed to have a permanent target range or discharge firearms without sufficient backstop to stop the bullets and the discharge of firearms excessively. Further, Owners are not allowed to “set-off”, light, ignite, or utilize fireworks or any other anywhere on the Land.
- 11.10 Owners may use their Tract(s) for recreational purposes and may invite members of their immediate family on to their land as well; however, Owners may not invite members of the general public on to any Tract for recreational purposes.

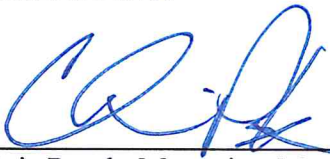
ARTICLE XII

GENERAL PROVISIONS

- 12.01 The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.
- 12.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT, has set their hands and seals on 13 day of April, 2022.

DECLARANT:

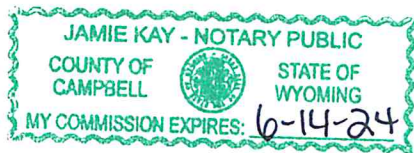


Chris Pasek, Managing Member of
Saddle Ridge Holding, LLC, a Wyoming
Limited Liability Company

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing Declaration of Covenants, Conditions, and Restrictions were executed and acknowledged before me this 13 day of April 2022, by Chris Pasek, Managing Member of Saddle Ridge Holding, LLC, a Wyoming Limited Liability Company.

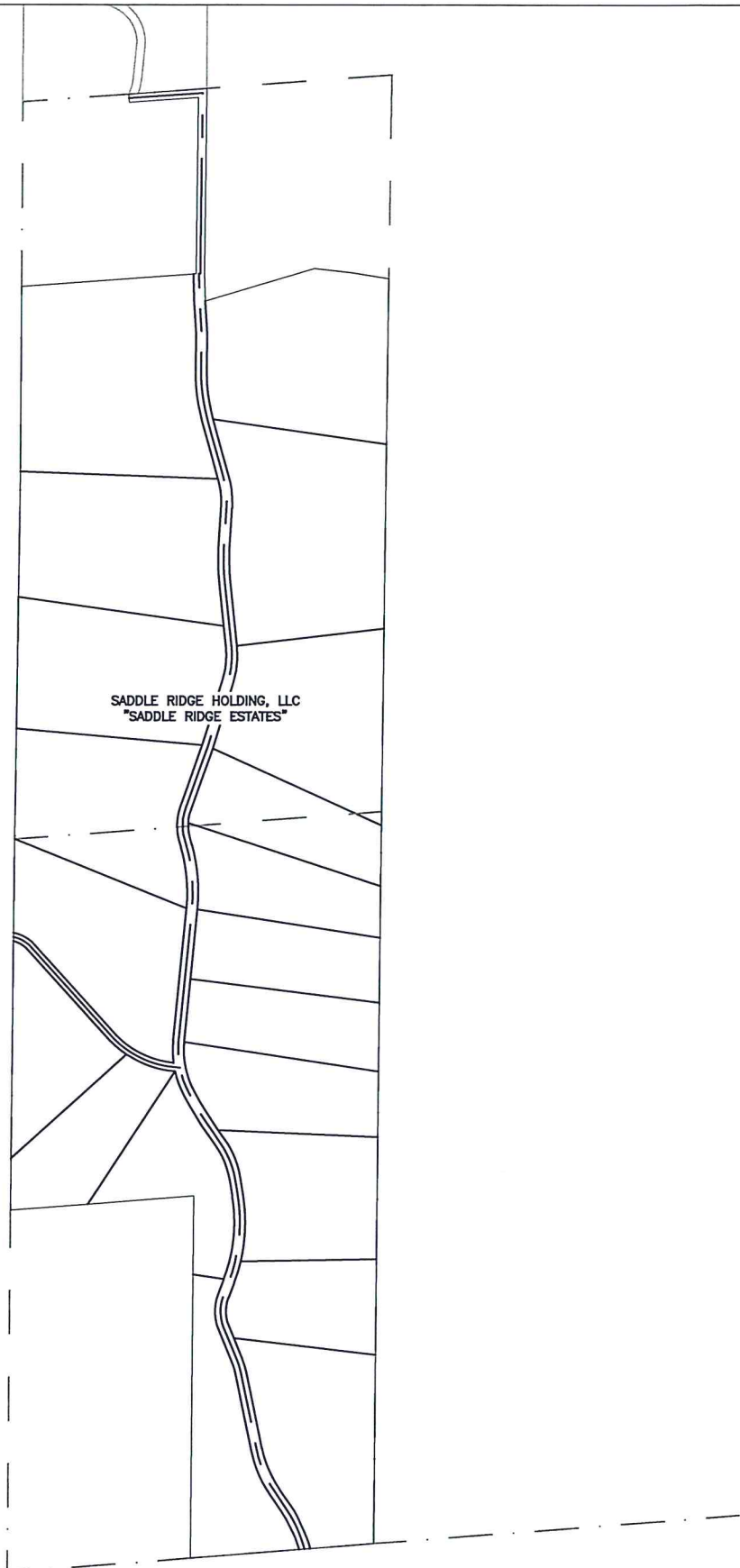
Witness my hand and official seal.



Jamie Kay
Notary Public
My Commission Expires: 6-14-24

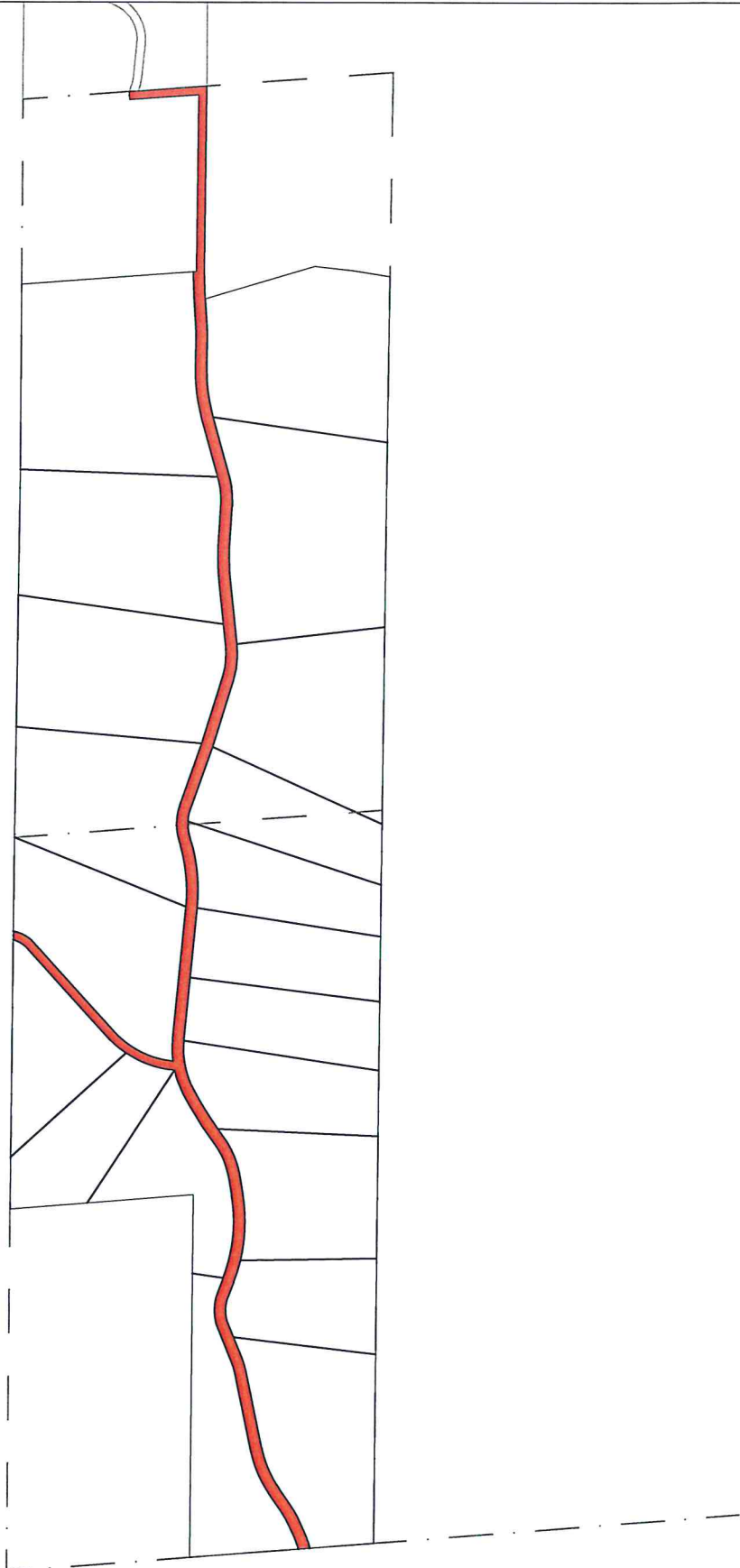


N.T.S.





N.T.S.



DISCLOSURE STATEMENT

FOR

SADDLE RIDGE HOLDING, LLC

**Located in a portion of the S2NW4 & SW4 Section 19 and the NW4 & E2SW4 Section 30,
T49N, R72, of the 6th P.M., Campbell County, Wyoming**

CAMPBELL COUNTY, WYOMING

This disclosure statement has been prepared to provide general information to the Public relating to the construction and maintenance of improvements and condition of services that are to be provided within this subdivision. This document shall be kept at the County Clerk's Office and shall be available to the Public.

Construction, operation, and/or maintenance and financial responsibilities for the following improvements and/or services for this subdivision are described as follows:

DEVELOPER

The developer for this subdivision is Saddle Ridge Holding, LLC whose contact information is as follows:

Saddle Ridge Holding, LLC
Christopher Pasek, Member
1325 E. Shoshone Avenue
Gillette, WY 82718

ROADS

There will be two interior roads in this subdivision. Each property owner's lot will have direct access to a public road, to wit: Shiplap Spur and Western View Drive. All roads will be maintained by the Saddle Ridge Holding, LLC per the Declaration of Covenants, Conditions, and Restrictions.

WATER SUPPLY

It will be the responsibility of the lot owner to install a private well water system. Water systems shall also meet or exceed all requirements imposed by the laws and regulations of the State of Wyoming and Campbell County. A Chapter 23 DEQ Study has been completed on the property, which addresses the safety and adequacy of on-lot water well systems. A copy of the report is on file with the State DEQ office and the Campbell County Public Works Planning and Building Division.

SEWAGE DISPOSAL

It will be the responsibility of the lot owner to install a private septic system. Septic systems shall also meet or exceed all requirements imposed by the laws and regulations of the State of Wyoming and Campbell County. Due to the varying soils and evidence of high groundwater, site specific investigations must be performed during the designing and planning of any septic system. A Chapter 23 DEQ Study has been completed on the property, which addresses the safety and adequacy of on-lot sewage disposal systems. A copy of the report is on file with the State DEQ office and the Campbell County Public Works Planning and Building Division. The lot owner must obtain small wastewater systems permits through the Campbell County Planning and Building Division. The lot owner must comply with all rules, regulations and requirements at the Campbell County Planning and Building Division.

ELECTRIC UTILITIES

Electric services are provided to this each lot.

RESTRICTIVE COVENANTS

New covenants are created by this subdivision and will be recorded with the plat.

COVENANT FEES

Fees will be administered by Saddle Ridge Holding, LLC pursuant to the Declaration of Covenants, Conditions, and Restrictions.

GARBAGE DISPOSAL

Garbage disposal will be the responsibility of the property owner. The property owner will be required to remove garbage from their property not less than twice a month.

TV SERVICE

Satellite or cable TV service will be the responsibility of the property owner.

STREET LIGHTING

Outside lighting/street lighting will be the responsibility of the individual landowner.

LOT APPROACHES, CULVERTS AND DRAINAGE

The Individual Lot owner will install approaches for each lot to the public road. Culverts shall be installed at all new approaches to the public roads. It is recommended that all culverts be a minimum of 18" x galvanized corrugated metal culverts to avoid potential corrosion and

blockage from debris, however a capacity calculation made for a typical driveway culvert shows that a 12" smooth lined HDPE culvert will be adequate at all lots except Lots 6 and 7, where 18" galvanized corrugated metal culverts will be required. All driveway culverts shall be installed at a minimum of 2% slope. A drainage report is on file at the Campbell County Public Works Planning and Building Division which provides information regarding drainage features on each lot.

SOILS

Most of the soils within the property are rated as some form of "limited" for septic tank absorption fields. A Chapter 23 DEQ Study has been completed on the property, which addresses the safety and adequacy of on-lot sewage disposal systems. A copy of the report is on file with the State DEQ office and the Campbell County Public Works Planning and Building Division.

ZONING

All lots within the subdivision are zoned R-S. Permitted uses are limited by specific zoning and the covenants. Prior to purchase, prospective buyers should review the covenants and contact the Campbell County Building and Zoning Department to verify permitted uses of the lot they intend to purchase and permitted uses of lots and land surrounding their proposed lot.

NO BUILD ZONES

There are multiple "no build" abandoned well areas identified on the plat map. Potential purchasers of lots within the subdivision are encouraged to obtain information about the property "no build" areas and to hire a professional to locate the exact location of these respective area's before building type.

FIRE PROTECTION

Fire protection is provided by the Campbell County Fire Department. Estimated time of arrival to the subdivision is 10 to 15 minutes. The fire department requires the street address of each property in this subdivision be prominently displayed at the individual approaches to the roadway.

BUILDING CODES

Builders are required to meet the plumbing, electrical, building and fire codes adopted by the Campbell County. Permits are available at the office of the Building and Zoning Department.

POSTAL SERVICE

Property addresses will be assigned through the Campbell County Public Works Planning and Building Division. Postal service is available upon petition to the Post Office by the individual property owner.

MINERAL RIGHTS

Fee interest in mineral ownership is not held as part of surface ownership. Mineral exploration of subsurface minerals may occur. 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.

WILDLIFE MANAGEMENT

The immediate area of the proposed subdivision is Mule Deer and American Pronghorn Antelope year long range. Prospective purchasers of lots should be aware that damage to ornaments shrubs, trees, and gardens can be anticipated and they should be prepared to protect these items with fences and/or repellant sprays.

ACCESS- UTILITY EASEMENT

No structure shall be constructed in the access and utility easements shown on the plat of the subdivision recorded in the County's land records.

ROAD AND TRAFFIC CONTROL SIGNS

The Saddle Ridge Improvement and Service District is responsible for road and traffic control signs within the subdivision.

SOILS

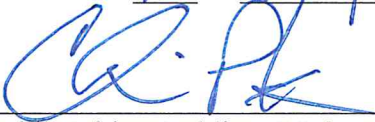
General soils information for this subdivision is available through the local soil's conservation district. Developer makes no representations or warranties as to the soils within the subdivision, and any implied warranties are hereby disclaimed. Potential purchasers of lots within the subdivision are encouraged to obtain information about the soils and to hire a licensed engineer to perform soils analysis and compaction testing before purchasing a lot and before beginning construction of any structure or residence to determine soils suitability.

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 POTENTIAL PURCHASERS OF THE PROPERTY. THE ABOVE-MADE STATEMENTS ARE THOSE OF THE DEVELOPER, AND CAMPBELL COUNTY DOES

NOT IN ANY MANNER WARRANTY OR GUARANTEE THAT THE AFORE MADE STATEMENTS ARE FACTUAL AS REPRESENTED. BE FURTHER ADVISED THAT THE PROPER RECOURSE FOR SHORTCOMINGS IN THE ABOVE-DESCRIBED IMPROVEMENTS LIES BETWEEN THE PURCHASER AND THE DEVELOPER.

THE PUBLIC IS INVITED AND ENCOURAGED TO OBTAIN OR REVIEW COPIES OF THIS DOCUMENT AND ALL OTHER DOCUMENTS PREVIOUSLY MENTIONED. COPIES OF THE DOCUMENTS ARE AVAILABLE AT THE OFFICE OF THE COUNTY CLERK OR ENGINEER UPON REQUEST AND RECEIPT OF PAYMENT FOR REPRODUCTION COSTS.

DATED this 16th of May, 2022.



Saddle Ridge Holding, LLC
Christopher Pasek, Member

ACKNOWLEDGMENT

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The foregoing instrument was executed and acknowledged before me this 16 day of May, 2022 by Christopher Pasek, Member, Saddle Ridge Holding, LLC.

Witness my hand and official seal.





Notary Public
My Commission Expires: 6-14-24

CAMPBELL COUNTY PLANNING COMMISSION APPROVAL:

Approved for filing by the Campbell County Planning Commission this _____ day of _____, 2022.

Clerk of the Board

Chairperson

Approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming this _____ day of _____, 2022.

Clerk of the Board

[illegible]

Notary Public
My Commission Expires:

MEMORANDUM

TO: Campbell County Planning Commission

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: June 14, 2022

SUBJECT: Saddle Ridge Subdivision / Chapter 23 DEQ Study / June 16th Workshop

Dear Commissioners:

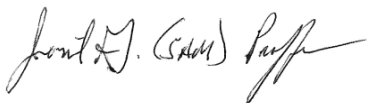
This memo is an addendum to the June 16th, 2022, Planning Commission meeting Enclosure #1, Case No. 22.03.COSP, the Saddle Ridge Final Plat request.

Please see the attached letter from DEQ with a 'Non-Adverse' Recommendation for the State mandated Chapter 23 DEQ study that was received in our offices on June 13th, 2022. As you are aware, the DEQ Study resulting in a 'Non-Adverse' Recommendation was the last item to be addressed for the Saddle Ridge Final Plat.

After internal review, staff required that the Disclosure Statement be amended to better reflect the DEQ's recommendations. Attached you will see a copy of the original Page 2 Disclosure Statement and the recommended amended Page 2 of the Disclosure Statement for comparison. Note that the amended version advises that septic systems may require the services of a professional engineer.

Also attached is a separate letter from the State Engineer's Office received on June 13th, 2022. The statement from the SEO places no restrictions on new water wells other than normal SEO permitting standards.

Staff recommends approval of the Chapter 23 DEQ Non-Adverse Recommendation letter, the State Engineer's Office letter, and the amended Disclosure Statement as submitted.



Sam Proffer
Planner and Zoning Administrator

Cc: File

Encs: DEQ Letter, SEO Letter, Original and Amended Page 2 of Disclosure Statement



Mark Gordon, Governor

Department of Environmental Quality

*To protect, conserve, and enhance the quality of Wyoming's
environment for the benefit of current and future generations.*



Todd Parfitt, Director

444 W. Collins Drive, Suite 1400 · Casper, WY 82601 · (307) 473-3450

June 13, 2022

Chairman
Campbell County Board of Commissioners
500 South Gillette Ave, Suite 212
Gillette, WY 82716

RE: **Non-Adverse Recommendation**, Saddle Ridge Estates Subdivision, Campbell County
WDEQ Application #2022-124

Dear Commissioners:

The Wyoming Department of Environmental Quality has completed the review of the proposed Saddle Ridge Estates Subdivision, located in the W ½ of Sections 19 and 30, Township 49 North, Range 72 West, Campbell County. The 485-acre subdivision is proposed to be comprised of 20 lots approximately 15.2 to 55.2 acres each. The information was prepared, submitted, and stamped by John Wetstein, PE/PG, a Wyoming Licensed Engineer and a Wyoming Licensed Geologist. This letter represents the recommendations of the Wyoming Department of Environmental Quality as required by W.S. §18-5-306 (c).

Findings as to the safety and adequacy of the proposed sewage system:

The proposed sewage system is the use of individual on-site septic tanks and leach fields permitted by Campbell County and constructed to Campbell County and Wyoming Department of Environmental Quality Water Quality Rules and Regulations. Percolation tests and excavation pits were done throughout the subdivision and there are areas of slow-percolating to impervious soils and the consultant noted areas of scoria outcrops. Additionally, groundwater was found in one of the test pits at 10 feet below ground surface, but even at this depth, standard leachfields can be installed. Given the potential for limiting soils, scoria outcrops and the possibility that there may be higher groundwater at certain times of the year, we recommend that a Professional Engineer, licensed in the State of Wyoming, design the septic systems for the subdivision in order to avoid questionable areas and provide a suitable wastewater disposal system for the property owner. The information submitted addresses the safety and adequacy of the proposed sewage system.

Since Campbell County has been delegated by the WDEQ to issue small wastewater system permits, it is the County's responsibility to ensure, prior to issuing the permits, design standards and requirements of this report are met.

Findings as to the safety and adequacy of the proposed water system:

The proposed water system for the subdivision is individual on-lot water wells for each lot/tract. The consultant states that "The new wells should target the Wasatch and Fort Union Aquifers. The projected depth of these wells is greater than 300 feet below ground level and as a result, will negate any migration of septic leachate down into the water supply well".

The proposed subdivision contains no currently permitted wells (through the State Engineers Office).



Cheyenne
200 West 17th St., 4th Floor 82002
(307) 777-7937

Lander
510 Meadowview Drive 82520
(307) 332-3144

Sheridan
2100 W. 5th St. 82801
(307) 673-9337



All new proposed water supply wells will need to be permitted through the State Engineers Office prior to drilling. Any new well that will be used for a public water supply must be permitted with WDEQ prior to construction and will need to comply with WDEQ Chapter 12 – Water Supply Regulations.

The information submitted adequately addresses the safety and adequacy of the proposed water system.

State Engineer's Office (SEO) Comments:

The State Engineer's Office (SEO) has provided comments (June 13, 2022) pertaining to this proposed subdivision. The SEO has provided information which states that they are **GENERALLY SUPPORTIVE** of the development at this time. The SEO Letter is attached to this correspondence.

Conclusions:

The Wyoming Department of Environmental Quality has "No Adverse" recommendations applicable to the Saddle Ridge Estates Subdivision.

Disclaimer:

Nothing in Wyoming Department of Environmental Quality recommendations or comments regarding the proposal for the Saddle Ridge Estates Subdivision shall be construed to relieve the owner, Saddle Ridge Holdings, LLC, of the obligation to obtain any permits or additional approval from any local, state, or federal agencies as required by law, rules, regulations, or ordinances. Nothing in these recommendations commits the Wyoming Department of Environmental Quality or Campbell County to the issuance of required permits for construction, operation, or modification of water supply or sewage systems.

Sincerely,



Bradley E. Ellis, P.E.

Northeast District Supervisor

Water and Wastewater Program, Wyoming Water Quality Division

cc: Saddle Ridge Holdings, LLC, chris@prpaccounting.com
John Wetstein, PE/PG, Engineering Associates, john.wetstein@eaengineers.com
Clark Melinkovich, PE, Campbell County Public Works, Clark.Melinkovich@campbellcountyywy.gov
Sam Proffer, Campbell County Planning Office, sam.proffer@campbellcountyywy.gov
WDEQ Subdivision file
IPS (Cheyenne)



State Engineer's Office

HERSCHLER BUILDING, 2W CHEYENNE, WYOMING 82002
(307) 777-7354 FAX (307) 777-5451
seoleg@seo.wyo.gov

MARK GORDON
GOVERNOR

BRANDON GEBHART, P.E.
STATE ENGINEER

June 13, 2022

Campbell County Board of Commissioners
500 South Gillette Ave Suite 1100
Gillette, WY 82716
boc@campbellcountywyo.gov

RE: Saddle Ridge Estates Subdivision (WDEQ 22-124), Campbell County

Dear Commissioners:

The State Engineer's Office – Ground Water Division received application material related to the Saddle Ridge Estates Subdivision from the Wyoming Department of Environmental Quality, requesting information and advice to the Water Quality Division. Our office reviewed the referenced submittal in compliance with W.S. 18-5-306(c)(i) and our comments are provided below.

The subdivision report does not fully address either the long term availability of groundwater (W.S. 18-5-306(a)(vi)(C)(II)), or potential impacts to existing water rights in the vicinity of the proposed subdivision. Comments provided by the State Engineer's Office are therefore limited to the proposed subdivision's compliance with W.S. 18-5-306(a)(xi).

The proposed subdivision is to be located in parts of Section 19 and parts of Section 30, T49N, R72W. The subdivision is made up of 20 lots. Water supply is proposed to be provided by on lot wells. Based upon the review of both the subdivision application and a preliminary search of the agency's water rights database, the State Engineer's Office offers the following:

1. An approved permit from the Wyoming State Engineer's Office is required prior to the drilling of any water well. The procurement of the necessary and appropriate State Engineer water right permit allows the applicant to attempt to develop a water supply adequate to meet the proposed needs, and is no guarantee that any water will be physically available.
2. If any new wells are proposed, they must be constructed in accordance with the State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards.
3. Any well not to be used must be properly plugged and abandoned as outlined in the above referenced rules and regulations.
4. Any wells developed for uses that do NOT fall within the definition of domestic or stock use require adjudication by the Board of Control.

5. The water right search revealed that there are numerous former CBM wells on the property, including both orphaned wells and wells that were properly plugged and abandoned.. It was noted that there are 8 permitted and in good standing stock reservoirs in the proposed subdivision - they are considered in place use only for the beneficial use of that specific owner. It was also noted that 2 small unpermitted reservoir impoundments exist in the NW¹/₄NW¹/₄ of Section 30, T49N R82W that need to be addressed. No irrigation water rights on the subject property were found. Given this, once the 2 small reservoirs are breached or properly permitted, no further action on the part of the subdivider or his agent in addressing Wyoming Statute 18-5-306 (a) (xi) will be required.

In all correspondence regarding this application, please reference "State Engineer Subdivision Review Number 2022-30-17".

If you have any questions, please feel free to contact me at (307) 777-6166, or if you prefer email, at markus.malessa@wyo.gov. Thank you for the opportunity to comment on the subdivision application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Markus Malessa', is written over a light blue rectangular background.

Markus Malessa
Natural Resources Analyst

TRANSMITTED VIA EMAIL

Cc: Bradley Ellis, P.E., DEQ Water Quality Division, 152 North Durbin Street Ste 100, Casper, WY 82601, bradley.ellis@wyo.gov
Lisa Lindemann, Administrator, Ground Water Division
Nathan Graves, P.E., Administrator, Surface Water Division
Cheryl Timm, Administrator, Board of Control Division
David Schroeder, Superintendent, Water Division II
Danielle Roth, Hydrographer/Commissioner, Water Division II, District 10

SEWAGE DISPOSAL

It will be the responsibility of the lot owner to install a private septic system. Septic systems shall also meet or exceed all requirements imposed by the laws and regulations of the State of Wyoming and Campbell County. Due to the varying soils and evidence of high groundwater, site specific investigations must be performed during the designing and planning of any septic system. A Chapter 23 DEQ Study has been completed on the property, which addresses the safety and adequacy of on-lot sewage disposal systems. A copy of the report is on file with the State DEQ office and the Campbell County Public Works Planning and Building Division. The lot owner must obtain small wastewater systems permits through the Campbell County Planning and Building Division. The lot owner must comply with all rules, regulations and requirements at the Campbell County Planning and Building Division.

ELECTRIC UTILITIES

Electric services are provided to this each lot.

RESTRICTIVE COVENANTS

New covenants are created by this subdivision and will be recorded with the plat.

COVENANT FEES

Fees will be administered by Saddle Ridge Holding, LLC pursuant to the Declaration of Covenants, Conditions, and Restrictions.

GARBAGE DISPOSAL

Garbage disposal will be the responsibility of the property owner. The property owner will be required to remove garbage from their property not less than twice a month.

TV SERVICE

Satellite or cable TV service will be the responsibility of the property owner.

STREET LIGHTING

Outside lighting/street lighting will be the responsibility of the individual landowner.

LOT APPROACHES, CULVERTS AND DRAINAGE

The Individual Lot owner will install approaches for each lot to the public road. Culverts shall be installed at all new approaches to the public roads. It is recommended that all culverts be a minimum of 18" x galvanized corrugated metal culverts to avoid potential corrosion and

SEWAGE DISPOSAL

It is the responsibility of the lot owner to install a private septic system. Septic systems shall meet or exceed all requirements imposed by the laws, rules, regulations, and requirements of the State of Wyoming DEQ and Campbell County. Permits must be obtained through Campbell County Public Works. There is evidence of high groundwater and multiple test areas across the subdivision show inadequate percolation rates for traditional septic systems. Site specific tests are required for the planning and design of septic systems. The services of a professional engineer are recommended, and based on site specific conditions, may be required. A Chapter 23 DEQ Study has been completed on the property, which addresses the safety and adequacy of on-lot sewage disposal systems. A copy of the report is on file with the State DEQ office and the Campbell County Public Works Planning Division.

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The following page(s) contain the backup material for Agenda Item: [9:50 Bishop Road Alteration & Vacation – Written Comments](#)

*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.

RECEIVED

JUN 13 2022

CAMPBELL COUNTY COMMISSIONERS

June 01, 2022

Campbell County Commissioners

Re: Bishop Road Alteration / Relocation

Dear Sirs:

I have recently been made aware of a report submitted to you by Public Works Director, Matt Olsen and Road and Bridge Director, Kevin Geis regarding relocation of part of Bishop Road to free up millions of tons of coal to be mined by both Eagle Specialty Materials and Peabody, extending the life of both the Belle Ayr and Caballo mines.

Overall, as with most residents in Campbell County, I am in support of the proposed relocation of Bishop Road with one exception. That exception being the recommendation by Mr. Olsen to leave the new section of road unpaved for now and then re-evaluate paving it within two years.

The current / proposed relocated section of Bishop Road sustains / will sustain heavy truck traffic from numerous local vendors servicing both the Belle Ayr and Caballo mines, BNSF railroad personnel, PTI train crew shuttles, as well as numerous daily hazardous materials shipments.

As you may be aware, a dirt / gravel road will introduce new travel hazards to mine personnel, mine vendors, hazardous materials carriers, county maintenance crews and the general public traveling the proposed unpaved roadway including:

1. Dust and Limited Visibility
2. Winter Maintenance (Snow & Ice Removal)
3. Road Edge (Shoulder) Stability Leading to Loss of Control and Potential Roll Over Incidents
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7. Premature Vehicle Suspension System Wear Leading to Potential Loss of Control

In addition, I feel a precedent has been set within Campbell County regarding other county roads that have been relocated to allow access to millions of tons of coal by other mining companies where the relocated sections have been promptly paved namely, the T-7 / Haight Road and Hilight Road relocations.

On a final note, while the cost of pavement has increased, along with everything else in our current inflated world, the price of coal has also never been higher. If we were to wait for a couple of years to re-evaluate paving, I fear the road would never be paved especially if the coal market re-corrects during that time and Eagle Specialty Materials and Peabody find themselves with less cash available.

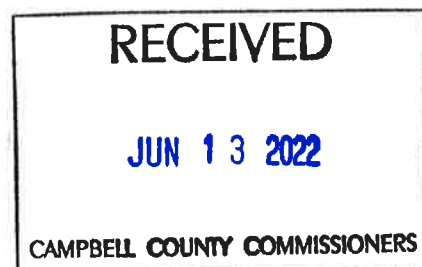
Thank you for considering my concerns.

Sincerely,

Steve Liborn
Name
104 Huntingdon
Address

Billette Wy 82218
Address 2
City, State Zip

Steve Liborn
Signature



June 01, 2022

Campbell County Commissioners

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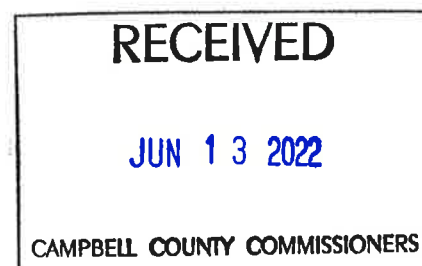
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Thank you for considering my concerns.

Sincerely,

CHRIS NIELSEN
Name
158 CAMBRIDGE LN
Address
ALABASTER, AL 35007
Address 2
City, State Zip


Signature



June 01, 2022

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Thank you for considering my concerns.

Sincerely,

HAWK Petri

Name

P.O. BOX 262

Address

Address 2

WATERGHT WY 82732

City, State Zip



Signature

RECEIVED

JUN 13 2022

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June 01, 2022

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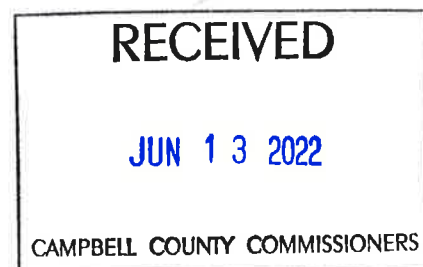
Sincerely,

Wesley Cooper
Name

8270 Ramshorn Ave.
Address

Address 2
Gillette WY, 82718
City, State Zip

[Signature]
Signature



June 01, 2022

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Thank you for considering my concerns.

Sincerely,

KEVIN M. NEUGESBAUER

Name

1211 BLACK HILLS ST

Address

Address 2

GILLETTE, WY 82718

City, State Zip

Kevin M. Neugesbauer
Signature

RECEIVED

JUN 13 2022

CAMPBELL COUNTY COMMISSIONERS

June 01, 2022

Campbell County Commissioners

Re: Bishop Road Alteration / Relocation

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Thank you for considering my concerns.

Sincerely,

Daniel Kinner

Name

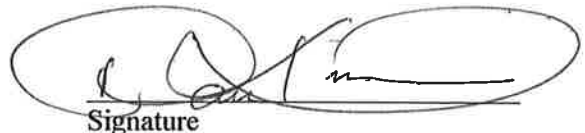
805 Church Ave

Address

Address 2

Gillette, WY 82716

City, State Zip


Signature

RECEIVED

JUN 13 2022

CAMPBELL COUNTY COMMISSIONERS

June 01, 2022

Campbell County Commissioners

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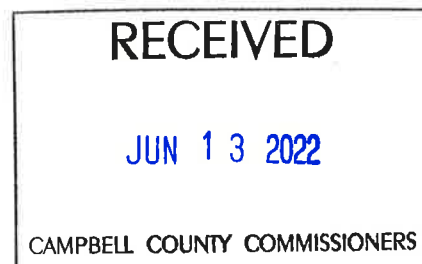
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Thank you for considering my concerns.

Sincerely,

Eldon Harris
Name
1302 Liberty Ln
Address
1313 Husky Dr. - Alaska
Address 2
Gillette WY 82716
City, State Zip

Eldon Harris
Signature



June 01, 2022

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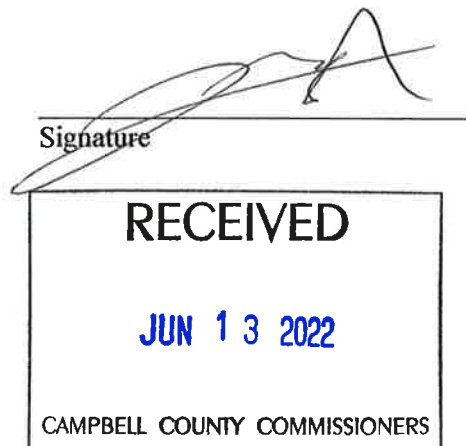
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Thank you for considering my concerns.

Sincerely,

Jordan Addison
Name
2507 LeBaux Ave
Address
Unit # 208
Address 2
Gillette, WY 82718
City, State Zip



June 01, 2022

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Thank you for considering my concerns.

Sincerely,

Ben Mitchell

Name

810 Beech St.

Address

Address 2

Gillette WY 82716

City, State Zip

Ben Mitchell
Signature

RECEIVED

JUN 13 2022

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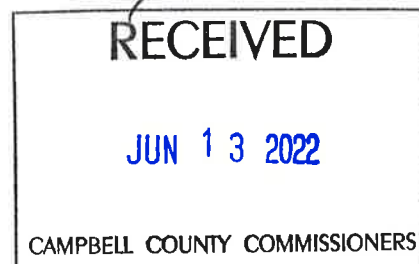
Thank you for considering my concerns.

Sincerely,

Henry Williams
Name
1324 Apple blossom way
Address

Address 2
Gillette Wyo 82716
City, State Zip

[Signature]
Signature



June 01, 2022

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Thank you for considering my concerns.

Sincerely,

Richard Ryther

Name

911 Skyline Ct

Address

Address 2

Gallette, WY 82716

City, State Zip

Richard Ryther
Signature

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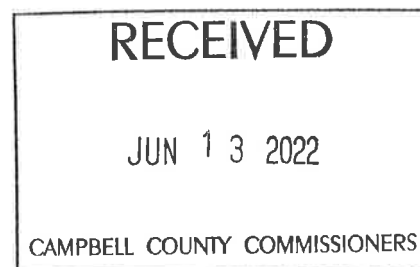
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Thank you for considering my concerns.

Sincerely,

BRAD SCRIBNER
Name
1800 CINDY DR
Address
GILLETTE WY 82716
Address 2
City, State Zip


Signature



June 01, 2022

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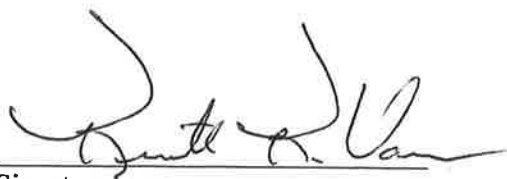
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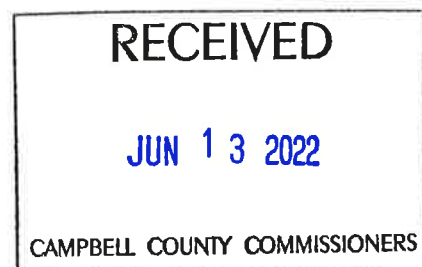
Kenneth K. Vance
Name

1017 Lakeland Hills Drive
Address

Same
Address 2

Gillette Wyo. 82716
City, State Zip


Signature



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Sincerely,

Heather Will

Name

707 Rocking T Dr

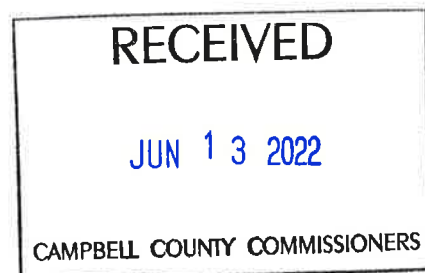
Address

Willette, WY 82718

Address 2

City, State Zip

Heather Will
Signature



June 01, 2022

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Sincerely,

Kevin Hunter

Name

24 Lakewood Dr.

Address

Address 2

Aire Haven, WY 82721

City, State Zip



Signature

RECEIVED

JUN 13 2022

CAMPBELL COUNTY COMMISSIONERS

June 01, 2022

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Sincerely,

Joseph Hoon

Name

23 Austin Dr.

Address

Address 2
Gillette Wy, 82218

City, State Zip

Joseph Hoon
Signature

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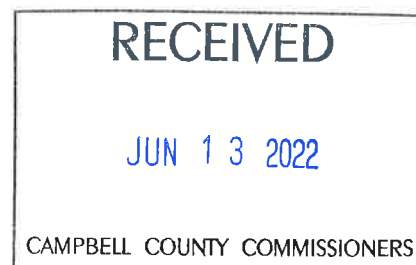
Thank you for considering my concerns.

Sincerely,

Dave Curtis
Name
4809 Rocky Point Drive
Address

Gillette, WY 82718
Address 2
City, State Zip

Dave Curtis
Signature



June 01, 2022

Campbell County Commissioners

Re: Bishop Road Alteration / Relocation

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Thank you for considering my concerns.

Sincerely,

Dave Eixenberger

Name

6 Logger RD.

Address

Address 2

Gillette WY 82716

City, State Zip

Dave Eixenberger

Signature

RECEIVED

JUN 13 2022

CAMPBELL COUNTY COMMISSIONERS

June 01, 2022

Campbell County Commissioners

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Thank you for considering my concerns.

Sincerely,

Don Ream

Name

913 East 5th St

Address

Address 2

Gallatin, WY, 82716

City, State Zip

[Signature]
Signature

RECEIVED

JUN 13 2022

CAMPBELL COUNTY COMMISSIONERS

June 01, 2022

Campbell County Commissioners

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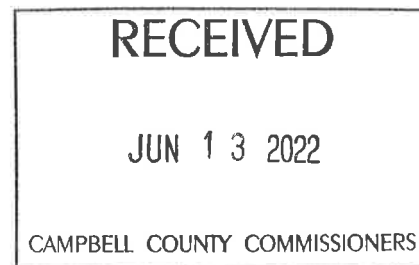
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Thank you for considering my concerns.

Sincerely,

ERIC FALLON
Name
148 LOGGER RD
Address
GILLETTE WY 82716
Address 2
City, State Zip

Eric Fallon
Signature



June 01, 2022

Campbell County Commissioners

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Thank you for considering my concerns.

Sincerely,

Jacob Capps
Name
101 S Garner Lake Rd
Address

Gillette WY 82718
Address 2
City, State Zip

Signature

RECEIVED

JUN 13 2022

CAMPBELL COUNTY COMMISSIONERS

June 01, 2022

Campbell County Commissioners

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Thank you for considering my concerns.

Sincerely,

Alyse Rodriguez

Name

2115 Bishop Rd.

Address

Address 2
Gillette WY, 82718

City, State Zip

W. Rodriguez
Signature

RECEIVED

JUN 13 2022

CAMPBELL COUNTY COMMISSIONERS

June 01, 2022

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Thank you for considering my concerns.

Sincerely,

Cory Albrecht

Name

Address

Address 2

GILLETTE WY 82718

City, State Zip

Cor A

Signature

RECEIVED

JUN 13 2022

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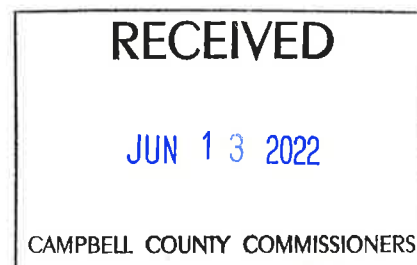
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Thank you for considering my concerns.

Sincerely,

PAT CROOK.
Name
406 ROCKPILE BLVD.
Address
GILLETTE WY 82716
Address 2
City, State Zip


Signature



June 01, 2022

Campbell County Commissioners

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Sincerely,

Eric Slocum

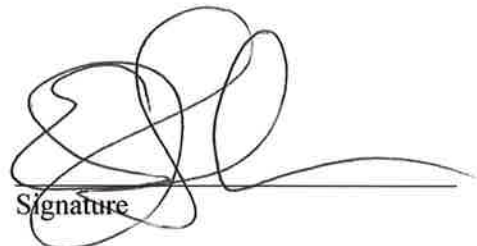
Name

2060 Hannum Rd

Address

Address 2
Gillette, WY 82716

City, State Zip


Signature

RECEIVED

JUN 13 2022

CAMPBELL COUNTY COMMISSIONERS

June 01, 2022

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Thank you for considering my concerns.

Sincerely,

Adam Wamsley

Name

4501 Alex Way

Address

Address 2

Gillette WY 82718

City, State Zip


Signature

RECEIVED

JUN 13 2022

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Thank you for considering my concerns.

Sincerely,

Mike Anderson

Name

1900 Summerfield Lane

Address

Address 2

Gillette, WY 82718

City, State Zip

Mike Anderson
Signature

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JUN 13 2022

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June 01, 2022

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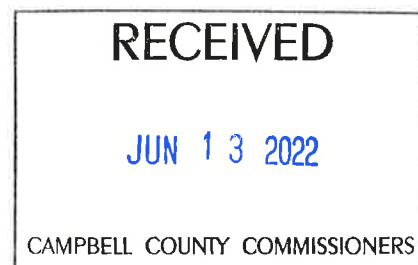
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Sincerely,

Travis Pokorney
Name
90 Patrick Henry RD
Address

Address 2
Gillette, WY 82714
City, State Zip


Signature



June 01, 2022

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Thank you for considering my concerns.

Sincerely,

Amy Boyer

Name

1 P Court

Address

Address 2

Gillette, WY 82716

City, State Zip

Amy Boyer

Signature

RECEIVED

JUN 14 2022

CAMPBELL COUNTY COMMISSIONERS

June 01, 2022

Campbell County Commissioners

Re: Bishop Road Alteration / Relocation

Dear Sirs:

I have recently been made aware of a report submitted to you by Public Works Director, Matt Olsen and Road and Bridge Director, Kevin Geis regarding relocation of part of Bishop Road to free up millions of tons of coal to be mined by both Eagle Specialty Materials and Peabody, extending the life of both the Belle Ayr and Caballo mines.

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As you may be aware, a dirt / gravel road will introduce new travel hazards to mine personnel, mine vendors, hazardous materials carriers, county maintenance crews and the general public traveling the proposed unpaved roadway including:

1. Dust and Limited Visibility
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Thank you for considering my concerns.

Sincerely,

MIKE L. TERRILL
Name

1202 ORCHARD LN
Address

GILLETTE WY. 82716
Address 2
City, State Zip

Mike L. Terrill
Signature

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Thank you for considering my concerns.

Sincerely,

Darrell Ward

Name

Sp ct

Address

Address 2
Gillette, WY 82716

City, State Zip

Darrell Ward

Signature

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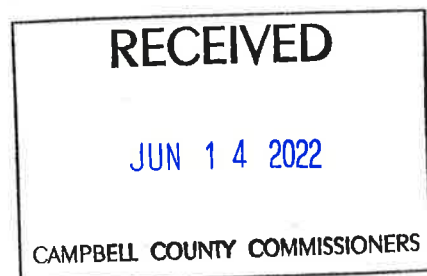
Thank you for considering my concerns.

Sincerely,

Charlie Cook
Name
1205 GREEN AV. #114
Address

Address 2
FILBERT WAY
City, State Zip

[Signature]
Signature



Signature

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JUN 14 2022

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Thank you for considering my concerns.

Sincerely,

William Hunt

Name

609 S. Hendrich Ave.

Address

Address 2

Gillette WY 82716

City, State Zip

[Signature]
Signature

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Sincerely,

Frank Boyer

Name

1 P Cr t

Address

Address 2

Gillette, WY 82716

City, State Zip

Frank Boyer
Signature

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JUN 14 2022

CAMPBELL COUNTY COMMISSIONERS

The following page(s) contain the backup material for Agenda Item: [9:55 Congressional Tour Initiative MOU](#)

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

**MEMORANDUM OF UNDERSTANDING AMONG THE BOARDS OF COUNTY
COMMISSIONERS OF THE STATE OF WYOMING REGARDING THE CONGRESSIONAL
TOUR INITIATIVE**

Whereas, the Wyoming boards of county commissioners (the “Counties”) wish to annually host staffers from the United States Congress on a tour of public lands and resources in the state (the “Tour”);

Whereas, the Tour would provide an opportunity for Wyoming counties to share with politically and geographically diverse staffers the importance of public lands and resources to Wyoming’s economy and communities;

Whereas, the Counties have agreed to contribute funds on an annual basis to cover a portion of the costs of the Tour;

Now, therefore, in consideration of the mutual promises and covenants set out below, the Counties enter this Memorandum of Understanding (“MOU”) and agree as follows:

I. Congressional Tour Subcommittee. There shall be a subcommittee to address funding, planning, coordination, and outreach for the Tour (the “Subcommittee”). The subcommittee shall be composed of any county commissioner who wishes to participate, a commissioner representing each Host Region county, the Wyoming County Commissioners Association (“WCCA”) President and the WCCA Natural Resources Counsel and other WCCA staff as appropriate.

II. Tour Logistics and Planning.

- a. **Regions.** The Tour shall be hosted in a different region of the state each year. The Congressional Tour Subcommittee shall designate the region to host the tour (the “Host Region”) by October 1. The “Regions” are as follows:

Big Horn Basin	Northeast Wyoming	Western Wyoming	South/Central Wyoming	Southeast Wyoming
Park Big Horn Hot Springs Washakie	Sheridan Johnson Campbell Crook Weston Converse	Teton Lincoln Sublette Uinta	Fremont Sweetwater Natrona Carbon	Niobrara Albany Platte Goshen Laramie

- b. **Timing.** The Congressional Tour Subcommittee shall, with the Lead County and Host Region, set dates for the Tour no later than February 1.

- c. **Lead County.** The Host Region shall designate a “Lead County” by November 1. The Lead County shall be responsible for:
 - i. Developing a budget for the Tour;
 - ii. Managing Tour funds and accounting as prescribed in Section III of this MOU;
 - iii. Developing the Tour schedule and agenda in coordination with the Host Region and Congressional Tour Subcommittee;
 - iv. Managing Tour travel and logistics; and
 - v. other duties as necessary.

The Lead County may delegate these tasks to other counties in the Host Region or WCCA staff.

III. **Tour Funding and Accounting.**

- a. **County Contributions.**
 - i. Collectively, counties shall contribute funds annually for the Tour in the total amount of \$25,000 (“County Contributions”). The amount each county pays shall be based on the WCCA dues formula for the fiscal year immediately preceding the Tour. The WCCA shall provide the Subcommittee with the amounts each county is to contribute for the Tour by February 1 for the Subcommittee’s review and approval.
 - ii. By January 1, the Lead County shall establish a Tour-related financial account (“Tour Account”). By March 1, the Lead County shall submit invoices to every county for the County Contributions. County Contributions shall be payable to the Lead County within thirty (30) days of receipt of the invoice. The Lead County shall deposit County Contributions into the Tour Account.
- b. **Other Contributions.** The Lead County may accept and deposit into the Tour Account financial contributions from other government entities, including municipalities and the State of Wyoming (including in the form of grants from the Federal Natural Resources Policy Account).
- c. **No private funds.** No private funds may be deposited into the Tour Account or used on the Tour in violation of U.S. Senate and House of Representatives ethics rules.
- d. **Use of County Contributions.** Use of contributions, including County Contributions and other contributions made pursuant to Section III.b, may be used on Tour-related expenses.

- e. **Accounting.** The Lead County shall keep and maintain records of all income and expenses in accordance with standard accounting procedures. The Lead County shall make records available for review upon request from any other county. The Lead County shall submit a formal financial report to the Congressional Tour Subcommittee following the Tour but no later than October 1.
- f. **Transfer of funds.** By February 1, the Lead County shall transfer any funds remaining in the Tour Account to the account established by the lead county in the following year's Region pursuant to Section III. A. of this MOU to be used in accordance with the MOU.

IV. **General Terms.**

- a. **Dates; applicability to 2022 Tour.** Unless otherwise indicated, any dates referred to in this MOU are the month and day preceding the dates of the Tour. All deadlines occurring before the execution of this MOU shall instead be considered due within thirty (30) days of Effective Date (defined below).
- b. **Counterparts.** This MOU may be executed in counterparts and a copy shall be treated the same as an original.
- c. **Controlling law.** This MOU shall be construed in accordance with the laws of the State of Wyoming.
- d. **Entire agreement.** This MOU contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written relating to the subject matter of this MOU.
- e. **Amendment.** This MOU may be modified or amended in writing.
- f. **Effective date.** This MOU shall be in effect on the date of the last signature (the "Effective Date").
- g. **Withdrawal.** Any County may withdraw from this MOU upon 30 days written notice to all other Counties which are parties hereto.
- h. **Sovereign Immunity.** The parties to this MOU do not waive their sovereign immunity by entering into this MOU, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

Albany County Board of County Commissioners

_____, Chair

Date: _____

Big Horn County Board of County Commissioners

_____, Chair

Date: _____

Campbell County Board of County Commissioners

_____, Chair

Date: _____

Carbon County Board of County Commissioners

_____, Chair

Date: _____

Converse County Board of County Commissioners

_____, Chair

Date: _____

Crook County Board of County Commissioners

_____, Chair

Date: _____

Fremont County Board of County Commissioners

_____, Chair

Date: _____

Goshen County Board of County Commissioners

_____, Chair

Date: _____

Hot Springs County Board of County Commissioners

_____, Chair

Date: _____

Johnson County Board of County Commissioners

_____, Chair

Date: _____

Laramie County Board of County Commissioners

_____, Chair

Date: _____

Lincoln County Board of County Commissioners

_____, Chair

Date: _____

Natrona County Board of County Commissioners

_____, Chair

Date: _____

Niobrara County Board of County Commissioners

_____, Chair

Date: _____

Park County Board of County Commissioners

_____, Chair

Date: _____

Platte County Board of County Commissioners

_____, Chair

Date: _____

Sheridan County Board of County Commissioners

_____, Chair

Date: _____

Sublette County Board of County Commissioners

_____, Chair

Date: _____

Sweetwater County Board of County Commissioners

_____, Chair

Date: _____

Teton County Board of County Commissioners

_____, Chair

Date: _____

Uinta County Board of County Commissioners

_____, Chair

Date: _____

Washakie County Board of County Commissioners

_____, Chair

Date: _____

Weston County Board of County Commissioners

_____, Chair

Date: _____