

AMENDED AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DEL SHELSTAD Chairman
RUSTY BELL
BOB MAUL
COLLEEN FABER
DON HAMM

JULY 6, 2022

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)

COMMISSION CALENDAR OF EVENTS

- B. Commission Calendar

REGULAR BUSINESS

- | | |
|--|-------------------|
| C. 9:05 National High School Finals Rodeo - Volunteers | Brandy Elder |
| D. 9:10 Coalition Family Health Center Access | Brandy Elder |
| E. 9:15 Juvenile Diversion Services MOU | Jim Lyon |
| F. 9:20 Community Juvenile Services Board Contract | Jim Lyon |
| G. 9:25 Board Appointments, Juvenile & Family Drug Court | Jim Lyon |
| H. 9:30 Board Appointments, CARE Board | Kristin Young |
| I. 9:32 Board Appointment, Child Support Authority Board | Chairman Shelstad |
| J. 9:34 Board Appointments, Children's Developmental Services | Chairman Shelstad |
| K. 9:36 Board Appointments, Corrections Board | Chairman Shelstad |
| L. 9:38 Board Appointments, Fire Board | Chairman Shelstad |
| M. 9:40 Board Appointment, Museum Board | Chairman Shelstad |
| N. 9:42 Board Appointments, Library Board | Chairman Shelstad |
| O. 9:44 Board Appointment, Lodging Tax Board | Chairman Shelstad |
| P. 9:46 Board Appointment, Parks and Recreation Board | Chairman Shelstad |
| Q. 9:48 Board Appointment, Planning Commission | Chairman Shelstad |
| R. 9:50 Board Appointment, Public Land Board | Chairman Shelstad |
| S. 9:52 Board Appointment, Regional Water Panel | Chairman Shelstad |
| T. 9:54 Board Appointment, Senior Center Board | Chairman Shelstad |

*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.

- | | | |
|----|---|-------------------|
| U. | <u>9:56 Board Appointment, State Miner's Hospital Board</u> | Chairman Shelstad |
| V. | <u>9:58 Budget Amendments FY2022-2023</u> | Susan Saunders |
| W. | <u>10:00 Mill Levy FY2022-2023</u> | Susan Saunders |
| X. | <u>10:05 Order Levying Requisite Taxes FY2022-2023</u> | Susan Saunders |

PUBLIC HEARING

- | | | |
|----|---|-----------------------|
| Y. | <u>10:15 Proposed Alteration and Vacation Bishop Road</u> | Kevin Geis/Matt Olsen |
|----|---|-----------------------|

REGULAR BUSINESS II

- | | | |
|----|---|-----------------------|
| Z. | <u>10:30 Final Order - Alteration and Vacation of Bishop Road</u> | Matt Olsen/Kevin Geis |
|----|---|-----------------------|

PUBLIC COMMENT

AA. 10:45 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

PAYROLL PAYMENTS

June 11, 2022

June 30, 2022

CANCELLATION/REBATE OF TAXES

#2021-78

AGREEMENTS

Contract for Services Agreement between the City of Gillette and Campbell County in the amount of \$10,895 to provide drug testing services to aid the Municipal Court from July 1, 2022 to June 30, 2023.

Grant Agreement between the City of Gillette and Campbell County Juvenile & Family Drug Court in the amount of \$10,000 to provide intensive and supervised substance abuse treatment from July 1, 2022 to June 30, 2023.

Grant Agreement between the City of Gillette and Campbell County Adult Treatment Court in the amount of \$10,500 to provide intensive and supervised substance abuse treatment from July 1, 2022 to June 30, 2023.

CATERING REQUEST

Approval of catering request for Tyler software implementation celebration for Campbell County Employees on July 20, 2022.

LINE ITEM TRANSFERS

Children's Center

Transfer \$72.00 from 704.6071 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 702.6665 Kitchen Maintenance to 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 702.6665 Assoc., Committee Dues to 702.6072 Background Check

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

Transfer \$94.30 from 703.6111 Utilities to 701.6114 Propane & Natural Gas

Transfer \$223.20 from 703.6111 Utilities to 704.6111 Utilities

Clerk

Transfer \$4,000.00 from 023.6052 Postage and Freight to 023.6531 General Supplies

OFFICIAL BOND AND OATH

*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.

Rocky Point – Rebecca Ann Vondrak
Village of Heritage – Rebecca Ann Vondrak

POSITION VACANCY JUSTIFICATIONS

Public Health – Public Health Nurse (2 Positions)

Parks & Recreation – Mechanic, Senior | Position approved at the June 21, 2022 meeting with incorrect pay grade. Pay grade updated from 107 to 108.

SALARY RANGE PLACEMENT TABLE - CORRECTION

Salary Range Placement Table for FY2022-2023 – Formatting errors were corrected and positions no longer in use were removed.

HAND WARRANTS

Wyoming Department of Revenue & Taxation	\$1,665.78
CCEHBTA Health	764,581.77
CCEHBRA Dental	42,353.60
Delta Dental Plan of Wyoming	1,683.40
HM Life Insurance	162,256.23
Gallaher Benefit Services (Reliance)	18,539.87
VSP of Wyoming	7,825.38
Campco Federal Credit Union	950.00
Campbell County Clerk Tax Account	18,994.27
Campbell County Treasurer FLX/HSA	2,335.83
Great West Trust Company	4,555.00
Wyoming Retirement System	622,454.10
Campco Federal Credit Union	150.00
Campbell County Clerk Tax Account	310,429.04
Campbell County Treasurer FLX/HSA	1,494.50
Great West Trust Company	27,610.00
Sheridan County Circuit Court	290.20
Wyoming Child Support	1,375.59
Rocky Mountain Puppets	2,125.00
Cody Landstrom	900.00

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

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PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

June 11, 2022

June 30, 2022

_____, _____

We do hereby approve the County Payroll as presented this 28th day of June, 2022

Member

Member

Member

Member

Chairman

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-78

NAME: EDWARDS RICHARD W & DEBRA R

NOTICE ISSUED FOR:

NOVC#

OTHER: NO EQUIPMENT

☐ PARTIAL
☐ REBATE
☒ CANCELLATION

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# 30047131

DISTRICT NO. 0100

ASSESSED VALUATION: 7,828

AMOUNT:\$ 471.44

 COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Cancellation # 2021-78

Campbell County

Rachael Knust, Treasurer
2021 PERSONAL PROPERTY TAX BILL

(307) 682-7268
<https://www.ccgov.net/>

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
				Real Estate Value	
0100	030047131	P0047131	33330004713100	Improvements/Buildings Value	0
				Personal Property Value	7,828
				Total Valuation	7,828
				Mill Levy	60.225
				General Taxes	471.44
				Special Taxes	0.00
				Total Tax	\$471.44
				First Installment	\$235.72
				<i>Delinquent after November 10, 2021</i>	
				Second Installment	\$235.72
				<i>Delinquent after May 10, 2022</i>	

EDWARDS RICHARD W & DEBRA R
796 LAWVER RD UNIT A
GILLETTE, WY 82718-9242

Cancel -
No equipment

Address changed? Notify the County Assessor at (307) 682-7266

Legal Description

LOCATION: 796 LAWVER RD
FARM/RANCH EQUIPMENT

If you have sold this property and are not responsible for payment, please forward this bill to the responsible party or to this office

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	87.94
CNTY HOSPITAL DIST TRUST FUND	3.000	23.48
CNTY SPEC CEMETERY BOARD TRUST	.901	7.06
CNTY UNIFIED SPEC DIST TRST FD	25.000	195.70
CNTY WEED & PEST BOARD TRUST	.589	4.62
COOPERATIVE HIGHER EDUC SERV	.500	3.92
COUNTY WIDE SCHOOL TRUST FUND	6.000	46.96
STATE OF WY FOUND PRG TRST FND	12.000	93.94
UNIFIED SCHOOL - RECREATION	1.000	7.82
TOTAL	60.225	471.44

Please detach and return the installment coupons
provided below with payment to:
CAMPBELL COUNTY TREASURER
PO. Box 1027
Gillette, WY 82717-1027

OR
PAY YOUR 2021 TAX ONLINE AT:
<https://itax.tylertech.com/CampbellWY/>

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.

Any delinquent installment will bear interest at 18%.

Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically.

Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

EDWARDS RICHARD W & DEBRA R
796 LAWVER RD UNIT A
GILLETTE, WY 82718-9242



Parcel# : 030047131

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$235.72
Total Tax (Due on or before 12/31/2021): \$471.44

2021 SECOND INSTALLMENT COUPON

EDWARDS RICHARD W & DEBRA R
796 LAWVER RD UNIT A
GILLETTE, WY 82718-9242



Parcel# : 030047131

Second Installment (Due on or before 05/10/2022): \$235.72



CITY OF GILLETTE

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

CONTRACT FOR SERVICES

Drug Testing Services for Municipal Court

Between

THE CITY OF GILLETTE

And

CAMPBELL COUNTY

1. Parties. The parties to this Contract are The City of Gillette (hereinafter “the City”), whose address is 201 East 5th Street, Gillette, Wyoming 82716 and Campbell County (hereinafter “the Contractor”), whose address is 500 South Gillette Avenue, Gillette, Wyoming, 82716.
2. Purpose. The purpose of this contract is to provide drug testing services (i.e. supplies and analysis) to aid in the furtherance of the services of the Municipal Court Probation Officers for the City of Gillette.
3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from July 1, 2022 through June 30, 2023. All services shall be completed during this term. This Contract may be renewed by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal by either party, and any renewal will be determined at the discretion of the parties.
4. Payment. The City agrees to pay Contractor the total sum of up to (not to exceed) ten thousand, eight hundred ninety-five dollars and zero cents (\$10,895.00) for the services described herein, upon receiving quarterly invoices.

Payment will be made within thirty (30) days of receipt of an invoice conforming with the City’s procurement requirements upon execution of this contract. The total payment under the Contract will not exceed \$10,895.00.
5. Responsibilities of the Contractor. Contractor will provide urinalysis testing supplies, testing, and confirmation to be utilized by the Municipal Court Probation Officers for the City of Gillette.
6. Responsibilities of the City. The City will provide all information regarding the referred individuals(s) that is reasonably necessary for the performance of services under this

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

7. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed, and signed by all parties to this Contract.
- B. **American with Disabilities Act.** Neither party shall discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act., P.L. 101-336, 42. U.S.C. 12010, *et seq.*, and any properly promulgated rules and regulations related thereto.
- C. **Applicable Law / Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.
- D. **Assignment / Contract Not Used As Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party.
- E. **Audit / Access to Records.** The parties shall have access to any documents, papers, and records which are pertinent to fulfilling the terms of this Contract.
- F. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless appropriate written authorizations are executed for its release.
- G. **Entirety of Contract.** This Contract, consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract; if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to

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

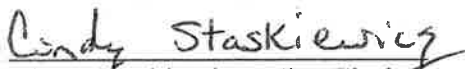
- I. **Contract for Services.** The Contractor shall provide contractual services under this Contract, and neither the Contractor nor any agent of the Contractor shall be considered an employee of the City of Gillette for any purpose.
 - J. **Notices.** All notices arising out of, or from, the provisions of the Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.
 - K. **Ownership of Documents / Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times property of the Contractor.
 - L. **Equipment and Supplies.** The Contractor shall provide all necessary supplies for the Municipal Court Probation Officers to conduct urinalysis testing and shall not invoice the City for any additional amounts beyond that set forth herein.
 - M. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice.
8. Signatures. In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

DATED this 28th day of June, 2022

CITY OF GILLETTE, WYOMING:


Eric Hanson, Mayor

ATTEST:


Cindy Staskiewicz, City Clerk

CAMPBELL COUNTY:

BY: _____
Campbell County Commissioners, Chairman



CONTRACT ENTRY FORM

Method: ☐ Encumbered ☒ Non-Encumbered

Vendor Campbell County Juvenile Probation Vendor 2477 (Drug Testing)

Roll Next Year: ☐ Yes ☒ No

Dept. Finance

Description:

FY 22-23 Contract for Services Funding: \$10,895 - Contract #584

Type: ☒ Service Agreement ☐ Professional Service ☐ Construction ☐ Quote Agreement

Administrator Michelle Henderson

Estimated Start Date July 1, 2022 Completion Date June 30, 2023

Project Number _____ Account Number 001-40-40-421-30-43240

Copy of Signed Contract Attached: ☒ Yes ☐ No



CITY OF GILLETTE

Finance Division

201 E. 5th Street • Gillette, Wyoming 82716

Phone 307.686.5208

www.gillettewy.gov

GRANT AGREEMENT

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

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

3. Provision of Services: The AGENCY, a governmental organization, engaged in providing the services described in their 2022-2023 Funding Request, agrees to provide those services to the people of Gillette and Campbell County, during the following period: City of Gillette Fiscal Year 2022-2023.

4. Payment: In consideration of the agreement of the AGENCY to provide the services described herein, for the period described herein, the CITY agrees to provide funding in the amount up to **\$10,000**. Payment shall be made in one installment of \$10,000 in July of 2022, upon execution of the grant agreement.

5. Effective Date/Termination: This agreement shall be effective as of the 1st day of July 2022, and shall continue through the 30th day of June 2023, at which time the contract shall terminate. The agreement may be terminated during the specified contract period by either party upon thirty (30) days written notice. In the event of such termination, the AGENCY shall only receive payment for services rendered and may, as a result of termination, be required to reimburse the CITY.

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

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

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

DATED this 28th day of June, 2022

CITY OF GILLETTE, WYOMING:



Eric Hanson
Mayor

ATTEST:



Cindy Staskiewicz
City Clerk

CAMPBELL COUNTY JUVENILE & FAMILY DRUG
COURT:

BY: _____
Campbell County Commissioners
Chairman



CONTRACT ENTRY FORM

Method:

☒ Encumbered

☐ Non-Encumbered

Vendor Campbell County Juvenile Probation - Vendor 2477 (Juvenile & Family Drug Court)

Roll Next Year:

☐ Yes

☒ No

Dept. Finance

Description:

FY 22-23 Service Funding - Contract #580 / \$10,000

Type: ☒ Service Agreement ☐ Professional Service ☐ Construction ☐ Quote Agreement

Administrator Michelle Henderson

Estimated Start Date July 1, 2022 Completion Date June 30, 2023

Project Number _____ Account Number 201-10-05-419-90-49003

Copy of Signed Contract Attached:

☒ Yes

☐ No



CITY OF GILLETTE

Finance Division

201 E. 5th Street • Gillette, Wyoming 82716

Phone 307.686.5208

www.gillettewy.gov

GRANT AGREEMENT

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

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

3. Provision of Services: The AGENCY, a governmental organization, engaged in providing the services described in their 2022-2023 Funding Request, agrees to provide those services to the people of Gillette and Campbell County, during the following period of time: City of Gillette Fiscal Year 2022-2023.

4. Payment: In consideration of the agreement of the AGENCY to provide the services described herein, for the period described herein, the CITY agrees to provide funding in the amount up to **\$10,500**. Payment shall be made in one installment of \$10,500 in July of 2022, upon execution of the grant agreement.

5. Effective Date/Termination: This agreement shall be effective as of the 1st day of July 2022, and shall continue through the 30th day of June 2023, at which time the contract shall terminate. The agreement may be terminated during the specified contract period by either party upon thirty (30) days written notice. In the event of such termination, the AGENCY shall only receive payment for services rendered and may, as a result of termination, be required to reimburse the CITY.

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

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

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

DATED this 28th day of June, 2022

CITY OF GILLETTE, WYOMING:



Eric Hanson
Mayor

ATTEST:



Cindy Staskiewicz
City Clerk

CAMPBELL COUNTY ADULT DRUG COURT:

BY: _____
Campbell County Commissioners
Chairman



CONTRACT ENTRY FORM

Method: ☒ Encumbered ☐ Non-Encumbered

Vendor Campbell County Commissioners - CC Adult Treatment Court - Vendor 2479

Roll Next Year: ☐ Yes ☒ No

Dept. Finance

Description:

FY 22-23 Service Funding - Contract #593 / \$10,500

Type: ☒ Service Agreement ☐ Professional Service ☐ Construction ☐ Quote Agreement

Administrator Michelle Henderson

Estimated Start Date July 1, 2022 Completion Date June 30, 2023

Project Number _____ Account Number 201-10-05-419-90-49003

Copy of Signed Contract Attached: ☒ Yes ☐ No

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 6071	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 6665	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 6665	Assoc., Committee Dues	702.6381 702.6072	Background Check
6/17/2022	71.72	701.6111	Electricity, Water & Sewer	701.6114	Propane & Natural Gas

Department Head Signature: 

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Board of Commissioners
FROM: Children's Developmental Services
DATE: June 21, 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
6/21/2022	\$94.30	703.6111	Utilities	701.6114	Propane & Natural Gas
6/21/2022	\$223.20	703.6111	Utilities	704.6111	Utilities

Department Head Signature: 

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis and Commissioners

FROM: Kendra Anderson

DATE: 6/27/22

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
6/27/2022	\$4,000	023.6052	Postage and Freight	023.6531	General Supplies
	\$4,000	100023.62000	Postage and Freight	100023.64000	General Supplies

Department Head Signature: Kendra Anderson, Deputy

Commissioner Signature: _____

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71281372

That we Rebecca Ann Vondrak

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Rocky Point, the State of Wyoming, in the penal

sum of Twenty Thousand and 00/100 DOLLARS (\$ 20,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 6th day of May, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Appointed ☒

Principal was duly Elected ☐ to the office of Treasurer

in the City of Rocky Point

and State aforesaid for the term beginning June 4, 2022, and ending

June 4, 2023.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

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

And if by the Board of County

Commissioners this..... day of

.....A.D. 20.....

.....

.....

.....

.....

.....

Principal

WESTERN SURETY COMPANY

By

Paul T. Brudat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 6th day of May, 2022, before me, appeared

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



P. Dahl

Notary Public

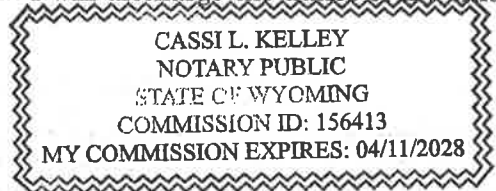
My Commission Expires June 18, 2025

OATH OF OFFICE

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

[Signature]

State of Wyoming }
County of Campbell } ss



This Oath of Office was subscribed and sworn to before me by Rebecca^{ann} Vondrak
on this 6th day of June, 2022
My commission expires:

Cassi L. Kelley
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Campbell } ss

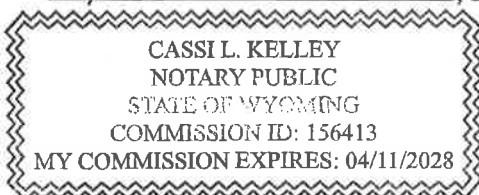
On this 6th day of June, 2022, before me, personally appeared

Rebecca^{ann} Vondrak, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

She/Her free act and deed.

My commission expires

April 4th, 2028



Cassi L. Kelley

Notary Public, Wyoming

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71281370

That we Rebecca Ann Vondrak

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Village of Heritage, the State of Wyoming, in the penal

sum of Twenty Thousand and 00/100 DOLLARS (\$ 20,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 6th day of May, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Appointed ☒

Principal was duly Elected ☐ to the office of Treasurer

in the Village of Heritage

and State aforesaid for the term beginning June 4, 2022, and ending

June 4, 2023.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

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

Approved by the Board of County Commissioners this..... day of

.....A.D. 20.....

WESTERN SURETY COMPANY

By Paul T. Brudat
Paul T. Brudat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 6th day of May, 2022, before me, appeared

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



P. Dahl

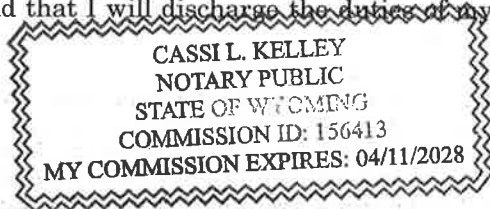
Notary Public

My Commission Expires June 18, 2025

OATH OF OFFICE

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

State of Wyoming }
County of Campbell } ss



This Oath of Office was subscribed and sworn to before me by *Rebecca^{ann} Vondrak*
on this 6th day of June, 2022.
My commission expires:

Cassi L. Kelley
Notary Public, Wyoming

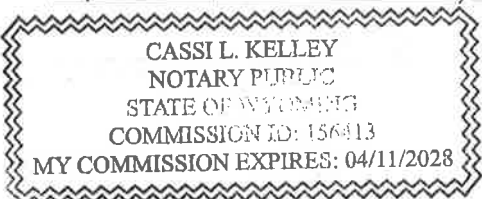
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Campbell } ss

On this 6th day of June, 2022, before me, personally appeared
Rebecca^{ann} Vondrak, to me known to be the person described in and
who executed the foregoing instrument as Principal, and acknowledged that the same was executed as
She/her free act and deed.

My commission expires

April 4th, 2028



Cassi L. Kelley

Notary Public, Wyoming

2022-081

POSITION VACANCY JUSTIFICATION

Department:	Public Health			Date:	6/15/2022	
Position Title: Public Health Nurse						
Grade	110		Current Salary:	\$71,161.28		
Salary Range:						
Minimum:	\$56,804.80	Mid-Point:	\$71,000.01	Maximum:	\$85,200.02	
Position Justification:						
Termed incumbent:						
Position Originated: Long-term public health nurse position. This position is in the public health operating budget. It is important to fill this position so public health can continue to provide services to the community at the current level.						

Funding Source for Position:	County	☒		State		WIC Program
	Federal			Other		(Please explain)
Classification:	Full Time	☒	Part Time		Number of Hours	
	Exempt	☒	Non-Exempt			
--						
Reason for Vacancy:	Resigned	☒	New Position		Retired	Terminated
Existing Budgeted Position:	Yes	☒	No		If No, Please explain:	
Benefit Eligible:	Yes	☒	No		Please explain:	
Department Head Signature:	<i>Jane M. Mason, MSN, RN, APHN-BC</i>					
Commissioner Approval:						

4/6/20/22

2022-082.

POSITION VACANCY JUSTIFICATION

Department:	Public Health			Date:	6/22/2022		
Position Title: Public Health Nurse							
Grade	110		Current Salary:	\$62,483.20			
Salary Range:							
Minimum:	\$56,804.80	Mid-Point:	\$71,000.01	Maximum:	\$85,200.02		
Position Justification:							
Termed incumbent:							
Position Originated: Long-term public health nurse position. This position is in the public health operating budget. It is important to fill this position so public health can continue to provide services to the community at the current level.							
Funding Source for Position:	County	X		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time	X	Part Time		Number of Hours		
	Exempt	X	Non-Exempt				
Reason for Vacancy:	Resigned		New Position		Retired	Terminated X	
Existing Budgeted Position:	Yes	X	No		If No, Please explain:		
Benefit Eligible:	Yes	X	No		Please explain:		
Department Head Signature:							

 6/22/22

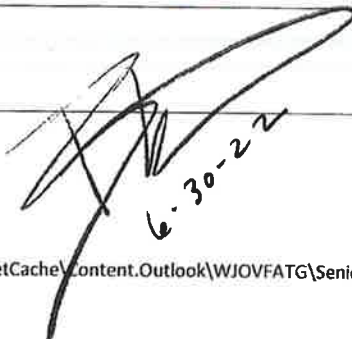
POSITION VACANCY JUSTIFICATION

Commissioner Approval:	
------------------------	--

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

2022-078 A

Position Vacancy Justification

Department:	Parks and Recreation; Bell Nob		Date:	6/30/2022	
Position Title:	Mechanic, Senior - Golf				
Classification Grade:	108	Current Salary of Incumbent:	\$62,732.80		
Salary Range:	Min \$50,793.60	Mid \$64,532.00	Max \$78,270.40		
Justification for Hiring Position:	This position was approved at the last meeting with the incorrect pay grade of 107. 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:	Replacement due to Termination: Employee transferred to different department		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 6-30-2022				
Commissioner Approval & Date:	 6-30-22				



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: July 6th, 2022

SUBJECT: Correction of Range Placement Table for FY 22/23

On March 15th, 2022, the Campbell County Board of Commissioners approved the new Range Placement table presented to them. A few formatting errors were corrected and positions that are no longer in use were removed.

Positions removed:

Child Care Aide >20 – Moved to Parks and Rec PT Table
Air Traffic Controller – No longer in use
Exhibitions and Collections Manager- Not currently in use

Please note that the next Personnel Committee meeting will be reviewing positions that were brought up during the salary survey for regrading.

Attached you will find the corrected tables for approval.

Thank you for your consideration. Should you have any questions, please contact me.

Respectfully submitted,

Brandy M. Elder
Executive Director Human Resources/Risk Management

Enclosure:
County Range Placement Table
Fire Department Range Placement Table
Parks and Recreation PT Table



RANGE PLACEMENT TABLE

CAMPBELL COUNTY - SALARY RANGES

Range Rates Effective: July 2, 2022

Updated: June 29, 2022

CLASSIFICATION TITLE		GRADE	MINIMUM	MIDPOINT	MAXIMUM
Bus Assistant	Food Services Worker	102	\$15.85	\$20.14	\$24.42
Custodian I	Jury Bailiff		\$32,968.00	\$41,880.80	\$50,793.60
File Clerk	Library Page		<i>Hourly rate stated for non-exempt employees</i> <i>Annual salary stated for exempt employees</i>		
Childcare Coordinator	Drug Court Assistant	103	\$16.64	\$21.15	\$25.65
Custodian II	Event Custodian		\$34,611.20	\$43,981.60	\$53,352.00
Deputy County Clerk I	Instructional Assistant				
Deputy District Court Clerk I	Recreation Desk Coordinator				
Deputy Treasurer I	Treatment Court Assistant				
Administrative Assistant	Museum Assistant	104	\$17.47	\$22.20	\$26.92
Bus Driver	Outreach Services Specialist		\$36,337.60	\$46,165.60	\$55,993.60
Custodian, Senior	Recycling Center Technician				
Event Custodian, Senior	WIC Specialist				
Library Generalist					
Airport Operations Technician I	Financial Technician	105	\$18.35	\$23.31	\$28.27
Animal Control Officer	Food Services Supervisor		\$38,168.00	\$48,484.80	\$58,801.60
Deputy County Clerk II	Instructional Assistant, Senior				
Deputy District Court Clerk II	Lifeguard, Senior				
Deputy Treasurer II	Recreation Desk Supervisor				
Accounting Specialist	Event Technician	106	\$20.18	\$25.64	\$31.09
Administrative Assistant, Senior	Facilities Coordinator		\$41,974.40	\$53,320.80	\$64,667.20
Appraiser	Financial Specialist				
Box Office Personnel	Legal Assistant				
Branch Services Specialist	Maintenance Technician				
Circulation Services Specialist	Sales Manager				
Deputy County Clerk III	Technical Services Specialist				
Deputy District Court Clerk III	Youth Services Specialist				
Deputy Treasurer III					
Equipment Operator					
Adult Program Coordinator	Juvenile Diversion Officer	107	\$22.20	\$28.21	\$34.21
Box Office Manager	Legal Assistant, Senior		\$46,176.00	\$58,666.40	\$71,156.80
Building Inspector	Licensed Practical Nurse				
Community Prevention Specialist	Marketing Coordinator				
Deputy County Clerk, Senior	Mechanic				
Deputy County Treasurer, Senior	Museum Educator				
Deputy District Court Clerk, Senior	Parks Maintenance Technician				
Deputy Emergency Management Coordinator	Payroll Specialist				
Equipment Operator, Senior	Reference Services Specialist				
Event Custodial Supervisor	WIC Nurse/Nutritionist				
Golf Course Maintenance Technician	Youth Services Coordinator				
Grants Specialist	Deputy Emergency Management Coordinator				
HR/Risk Management Specialist					
Administrative Coordinator	Horticulture Program Coordinator	108	\$24.42	\$31.03	\$37.63
Adult Treatment Court Case Manager	Information Technology Specialist		\$50,793.60	\$64,532.00	\$78,270.40
Airport Operations Technician II	Juvenile Probation Officer				
Communications Technicians	Juvenile Probation Officer, Intensive Supervision				
County Fair Coordinator	Maintenance Technician, Senior				
Early Childhood Instructor	Mechanic, Senior				
Early Childhood Special Education Instructor	Mechanic, Senior Golf				
Early Head Start Home Visitor	Performing Arts Manager- CAM-PLEX				
Early Interventionist	Recycling Center Supervisor				
Financial Specialist, Senior	Sales Manager, Senior - CAM-PLEX				
Grounds Maintenance Supervisor	Sports Tourism Sales Coordinator - CAM-PLEX				



RANGE PLACEMENT TABLE

CAMPBELL COUNTY - SALARY RANGES

Range Rates Effective: July 2, 2022

Updated: June 29, 2022

CLASSIFICATION TITLE		GRADE	MINIMUM	MIDPOINT	MAXIMUM
Appraiser, Senior	HR/Risk Management Generalist	109	\$26.62	\$33.82	\$41.01
Building Inspector, Senior	Information Technology Services Supervisor		\$55,369.60	\$70,335.20	\$85,300.80
Community and Government Relations Coord.	Juvenile Diversion Officer, Senior				
Detention Officer	Juvenile Probation Officer, Senior				
Early Childhood Special Education Supervisor	Office Manager				
Emergency Management Coordinator	Public Health Response Coordinator				
Engineering Technician	Sheriff's Deputy				
Financial Analyst	Technical Director, Assistant- CAM-PLEX				
Financial Services Manager	Victim/Witness Coordinator				
GIS Specialist					
Airport Operations Officer	Fire Marshal	110	\$29.02	\$36.86	\$44.70
Aquatics Supervisor	Golf Course Supervisor		\$60,361.60	\$76,668.80	\$92,976.00
Communications Supervisor	Ice Arena Supervisor				
Corporal	Landfill Supervisor				
Custodial Supervisor	Library Manager				
Detention Corporal	Maintenance Supervisor, CAM-PLEX				
Elections Coordinator	Maintenance Technician, Master				
Engineer	Parks Supervisor				
Equipment Maintenance Supervisor	Public Health Nurse				
Event Technician Supervisor, CAM-PLEX	Recreation Program Supervisor				
Facility Supervisor					
Accounting Manager	Fleet Manager	111	\$31.63	\$40.18	\$48.73
Airport Operations Supervisor	GIS Analyst		\$65,790.40	\$83,574.40	\$101,358.40
Aquatics Manager	Librarian				
Chief Appraiser	Maintenance Supervisor				
Correctional Health Nurse	Programmer Analyst				
Custodial Supervisor	Public Health Nurse, Senior				
Deputy County Attorney, Entry	System Support Analyst				
Deputy County Treasurer, Chief	Technical Director, CAM-PLEX				
Deputy District Court Clerk, Chief	WIC Supervisor				
Early Childhood Manager					
Early Head Start Manager					
Adult Treatment Court Coordinator	Occupational Therapist	112	\$34.47	\$43.79	\$53.11
Building Code Official	Parks Superintendent		\$71,697.60	\$91,083.20	\$110,468.80
Deputy County Clerk, Chief	Physical Therapist				
Detention Sergeant	Planner/Zoning Administrator				
Director of Finance	Programmer Analyst, Senior				
Director of Operations , CAM-PLEX	Public Health Nurse Supervisor				
Director of Operations, Airport	Recreation Superintendent				
Director of Sales & Marketing, CAM-PLEX	Sergeant				
Director, Rockpile Museum	Speech Pathologist				
Facilities Manager	Surveyor, Chief				
Golf Course Superintendent	System Support Analyst, Senior				
Network Support Analyst					
Deputy County Attorney	Health Care Manager	113	\$37.92	\$48.18	\$58.43
Director, Juvenile Probation	Legal Advisor, Sheriff's Office		\$78,873.60	\$100,204.00	\$121,534.40
Early Childhood Special Education Manager	Lieutenant				
Engineer, Senior	Network Support Analyst, Senior				
Environmental Services Manager	Road & Bridge Superintendent				
Captain	Information Technology Services Manager	114	\$41.71	\$52.99	\$64.27
Engineering Manager			\$86,756.80	\$110,219.20	\$133,681.60
Deputy County Attorney, Chief	Executive Director, Library	EX	\$49.22	\$62.53	\$75.84
Executive Director, CAM-PLEX	Executive Director, Parks & Recreation		\$102,377.60	\$130,062.40	\$157,747.20
Executive Director, Administration	Executive Director, Public Health				
Executive Director, Airport	Executive Director, Public Works				
Executive Director, CC CDS	Executive Director, Roads & Bridges				
Executive Director, HR/Risk Management	Fire Chief				
	Undersheriff				

RANGE PLACEMENT TABLE

Range Rates Effective: July 2, 2022

Campbell County Parks & Recreation - Salary Ranges for Part-time Unbenefitted, Seasonals, and Sub/Occasionals

Updated: 3/29/2022

Job Title	Change of Status Code	Rate Category	MINIMUM PER HOUR	MAXIMUM PER HOUR
Seasonal-Non Heavy				
Program Monitors Facility Monitors Kids Camp Worker Childcare Aide	Program Monitor	Seasonals = <1560 hours over 11 months Non-Heavy Labor Rate	\$12.00	\$15.60
Seasonal-Heavy				
Grounds Maintenance Worker Kids Camp Supervisors Program Supervisors Zamboni Drivers	Grounds Keeper Program Supervisor Program Supervisor	Seasonals = <1560 hours over 11 months Heavy Labor Rate	\$14.00	\$20.00
Part-time Unbenefitted				
Receptionists Belayers	Receptionist/Part Time	(works year round)	\$12.00	\$15.60
Aquatics Wages				
Lifeguards Lifeguard Supervisor WSI-Water Safety Instructor	Aquatics Aquatics Program instructor	Part-time Unbenefitted = <1040 hours over 12 months (works year round)	\$15.00	\$20.00
Sub/Occasional/Officials				
Volleyball	Official	Sub/Occasional-Official	\$14.00	\$16.00
Softball (Two Officials)	Official	Sub/Occasional-Official	\$16.00	\$18.00
Softball (One Official)	Official	Sub/Occasional-Official	\$19.00	\$21.00
Basketball (Two Officials)	Official	Sub/Occasional-Official	\$22.00	\$26.00
Youth Basketball (Two Officials)	Official	Sub/Occasional-Official	\$12.00	\$14.00
Youth Soccer (Two Officials)	Official	Sub/Occasional-Official	\$12.00	\$14.00
Junior High Basketball (Two Officials)	Official	Sub/Occasional-Official	\$15.00	\$17.00
Scorekeepers	Official	Sub/Occasional-Official	\$12.00	\$14.00
Coaches	Coach	Sub/Occasional-Dictated on school funds or by # of participants, game and season schedule/length.	\$12.00	\$30.00
Instructors				
Fitness Instructors Water Aerobics Instructors Lead Hockey Instructors Lead Figure Skating Instructors		Sub/Occasional-Official Sub/Occasional-Official Sub/Occasional-Official Sub/Occasional-Official	\$14.00	\$20.00

RANGE PLACEMENT TABLE

Range Rates Effective: July 2, 2022

CAMPBELL COUNTY FIRE DEPARTMENT - SALARY RANGES

Updated: 3/29/22

CLASSIFICATION TITLE	GRADE	MINIMUM	MIDPOINT	MAXIMUM
Administrative Assistant	104	\$17.47	\$22.20	\$26.92
		\$36,337.60	\$46,165.60	\$55,993.60
Sr. Administrative Assistant	106	\$20.18	\$25.64	\$31.09
		\$41,974.40	\$53,320.80	\$64,667.20
Fire Fighter	FD1	\$24.42	\$31.03	\$37.63
Sr. Mechanic	108	\$50,793.60	\$64,532.00	\$78,270.40
Fire Engineer	FD2	\$29.02	\$63.86	\$44.70
Fire Inspector		\$60,361.60	\$76,668.80	\$92,976.00
Equipment Maintenance Supervisor	110			
Fire Captain	FD3	\$34.47	\$43.79	\$53.11
Director of Finance	112	\$71,697.60	\$91,083.20	\$110,468.80
Fire Battalion Chief	FD4	\$37.92	\$48.18	\$58.43
Fire Marshal		\$78,873.60	\$100,204.00	\$121,534.40
Fire Division Chief	FD5	\$41.71	\$52.99	\$64.27
		\$86,756.80	\$110,219.20	\$133,681.60
Deputy Fire Chief	FD6	\$47.97	\$59.91	\$71.85
		\$99,770.32	\$124,613.13	\$149,455.94
Fire Chief	EX	\$49.22	\$62.53	\$75.84
		\$102,377.60	\$130,062.40	\$157,747.20

The following page(s) contain the backup material for Agenda Item: [9:05 National High School Finals Rodeo - Volunteers](#)

*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: July 6, 2022

SUBJECT: National Highschool Finals Rodeo Volunteers

The National High School Finals Rodeo is being held at CAM-PLEX July 17th through July 23rd this year. As in the past, a large number of volunteers are needed to ensure the success of the event. In prior years that the event was in Gillette, the Campbell County Board of Commissioners encouraged employees to volunteer. With the approval of their department head employees will be provided with four paid hours for regular employees who volunteer during their normal workday. To qualify for the four hours of pay, employees are required to volunteer an additional four hours of their own time during the rodeo.

I recommend that we continue this practice for our employees and for the success of the event.

The following page(s) contain the backup material for Agenda Item: [9:10 Coalition Family Health Center Access](#)

*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: July 6, 2022

SUBJECT: Coalition Family Health Center Access

The Wyoming Quality Healthcare Coalition, LLC comprised of representatives from Navajo Transitional Energy Company, Peabody Energy, and Eagle Specialty Materials invited us in 2017 access the health center for a minimal administrative fee.

After four years of participation in the services of the clinic, the Coalition Board is now finding it necessary to add an annual utilization fee, based on the percentage of our employees and dependents visits. Campbell County accounted for 11% of the center's utilization in 2021. Due to this rate of we were approached to contribute \$460,000.00 per year to cover the utilization rate of our employees. Human Resources and the Coalition board explored every option available, but could not come to an agreement.

While the cost of services to our self-funded insurance plan is less, it is not enough of a savings to justify this amount of expenditure. Paying for utilization is also a violation of our agreement with Blue Cross Blue Shield as it goes against our current health plan and contract.

Unfortunately, it is my recommendation that we terminate our contract with the Wyoming Quality Healthcare Coalition, LLC effective December 31, 2022.

The following page(s) contain the backup material for Agenda Item: [9:15 Juvenile Diversion 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
CAMPBELL COUNTY-CITY OF GILLETTE
JUVENILE DIVERSION SERVICES AND COMMUNITY SERVICE SUPERVISION**

This Memorandum of Understanding (MOU) is made and entered into this by and between Campbell County, 500 S. Gillette Avenue, Gillette, Wyoming (County) and the City of Gillette 201 E. 5th Street, Gillette, Wyoming (City).

BACKGROUND

Since 1999, providing juvenile diversion services have been a joint and cooperative prevention endeavor facilitated by the City of Gillette, Gillette Municipal Court, Campbell County Circuit Court, the Gillette City Attorney, and the Campbell County Attorney aimed to divert eligible youth from formal court processing, to hold youth accountable for behavior without resorting to legal sanctions, court oversight or the threat of confinement, and to reduce recidivism.

In 2000, a Community Service Supervisor position was implemented as a tool used by the Diversion Program and the courts to increase youthful offender accountability, restore victims where appropriate, and re-connect youth to their community by providing an opportunity to contribute to the good of the community.

Budgetary realities have highlighted the need for a new approach in providing these services to the youth and courts in the community while continuing interagency communication and cooperation to maintain a full range of prevention and intervention services to include diversion and community service.

PURPOSE

This MOU sets forth the terms and conditions under which County and City will divide the responsibilities in providing Juvenile Diversion Services (JDS) and Community Service Supervision (CSS) for the youth in Campbell County. It is created to provide clarification of roles and responsibilities relating to the delivery of these services to the youthful offenders and affected agencies. A separate MOU will address certain costs associated with computer hardware and IT services.

SCOPE

The scope of this MOU includes all cases in which the Juvenile Court of the Sixth Judicial District, Campbell County, Wyoming, may exercise jurisdiction over a minor who is alleged to have committed (or has committed) a criminal offense, violated a municipal ordinance or is a child in need of supervision as defined by W.S. §14-6-402.

TERM

This MOU is effective upon the day signed by the last party and shall remain in effect until terminated by one of the parties upon sixty (60) days written notice to the other party.

PAYMENT

No payment shall be made to either party by the other party because of this MOU.

RESPONSIBILITIES OF THE COUNTY

County assumes all operational control of JDS.

1. County will accept juveniles diverted from formal court processing as referred by the Campbell County Attorney's Office or courts where appropriate.
2. Employees assigned to JDS and performing duties pursuant to this MOU will be employees of County at all times and in all respects.
3. County will provide administrative support for JDS including but not limited to providing screening and assessment information to the County Attorney in aid of compliance with the Single Point of Entry (SPOE) procedures mandated in W.S. §14-6-203.
4. County will grant two licenses to the FAMCare data collection system to City at no cost for the purpose of entering data relating to CSS including but not limited to community services hours assigned, ordered, and completed and statistical reporting to JDS.
5. JDS will facilitate Corrective Thinking curriculum.
6. JDS will partner with the Wyoming Highway Patrol to provide the Alive at 25 Program.
7. JDS will maintain open communication with the courts, County Attorney, and City Attorney and provide information as requested.

RESPONSIBILITIES OF THE CITY

City assumes all operational control of CSS.

1. City will promptly assign community service to juveniles referred from JDS and the courts.
2. Employees assigned to CSS performing duties pursuant to this MOU will be employees of City at all times and in all respects.
3. City will provide the necessary administrative support, office space, computers, and other supplies to CSS for the performance of the duties and responsibilities outlined in this MOU.
4. City will continue to cooperate with JDS and the County Attorney to facilitate SPOE.
5. City will assign worksites and will direct, monitor, and supervise juvenile at worksites.
6. City will develop and maintain community services worksites and provide County through the Juvenile Services Office with information regarding the inventory of available worksites.
7. City will obtain and maintain Wyoming Workers' Compensation Insurance on all community services participants at no cost to County.
8. CSS will monitor juvenile compliance with assigned and ordered hours and will report non-compliance to the juvenile's diversion or probation officer.
9. CSS will provide monthly statistical reports to JDS not later than the 10th day of the following month – reporting the numbers of community services hours assigned, ordered, and completed including the referral source.
10. City will facilitate tobacco education through the Tobacco Education Group (TEG), Not on Tobacco (NOT) and In-Depth curricula.
11. CSS will maintain open communication with the courts, County Attorney, City Attorney and

provide information as requested.

OVERSIGHT AND CONFLICT RESOLUTION

County and City agree that employees assigned and performing duties pursuant to this MOU are subject to the direction and control of his or her supervisor. Conflicts arising out of the performance of this MOU should be directed to:

COUNTY:
Director of Juvenile Services
James.Lyon@campbellcountywy.gov
(307) 382-0746

CITY:
City Administrator
admn@gillettewy.gov
(307) 686-5203

GENERAL PROVISIONS

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.

C. Entirety of Agreement. This MOU, consisting of four (4), pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

F. Governmental Immunity. Neither party waives governmental immunity by entering into this MOU and specifically retains all immunities and defenses available to them pursuant to W.S. 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU.

The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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

SIGNATURES

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

CAMPBELL COUNTY

DEL SHELSTAD, CHAIRMAN
CAMPBELL COUNTY COMMISSIONERS

Date

CITY OF GILLETTE

HYUN KIM, GILLETTE CITY ADMINISTRATOR

Date

The following page(s) contain the backup material for Agenda Item: [9:20 Community Juvenile Services Board 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 FAMILY SERVICES
AND
CAMPBELL COUNTY BOARD OF COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Cheyenne, Wyoming 82002-0490, and Campbell County Board of County Commissioners (Contractor), whose address is: 500 South Gillette Avenue, Gillette, Wyoming 82716.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide services for the Community Juvenile Services Board per Wyo. Stat. § 14-9-108(a)(iv).
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date or July 1, 2022, whichever is later, through June 30, 2024. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below. Notwithstanding the total amount set forth in Attachment A, Budget Proposal for July 1, 2022 through June 30, 2024, which is attached to and incorporated into this Contract by this reference, total payment under this Contract shall not exceed one hundred thirty-five thousand four hundred ninety-three dollars (\$135,493.00), which constitutes two (2) years of services pursuant to the budget set forth in Attachment A. Invoices shall be submitted on the Monthly Invoice form template, attached hereto as Attachment C, and incorporated herein by this reference. Payment shall be made based on actual expenditures, as described in Attachment A, made between July 1, 2022, and June 30, 2024. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor 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 Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:

- A.** Maintain a central intake and assessment of juveniles referred for services within the established service area, with an initial point of contact within the community;
- B.** Provide services, available to all referred juveniles, which follow the tenants of Balanced and Restorative Justice, focused on accountability, competency development, and community safety. Juveniles in communities shall be provided services in at least one of each of the following areas:
 - (i)** Accountability:
 - (a)** Victim-offender mediation and dialog;
 - (b)** Family group conferencing;
 - (c)** Peacemaking circles;
 - (d)** Financial restitution to victims;
 - (e)** Personal services to victims;
 - (f)** Community service;
 - (g)** Written or verbal apology to victims and other affected persons;
 - (h)** Community or neighborhood impact statements; or
 - (i)** Victim empathy groups or classes.
 - (ii)** Competency Development:
 - (a)** Work experience in jobs involving meaningful skills;
 - (b)** Service learning;
 - (c)** Participation in resource and action teams (problem solving for real issues);
 - (d)** Cognitive and decision making skills training;
 - (e)** Dispute resolution and mediation training and practice; or
 - (f)** Emotional control training.

- (iii) Community Safety:
 - (a) Monitored school attendance;
 - (b) Monitored employment attendance;
 - (c) Monitored program attendance;
 - (d) Supervised community work service;
 - (e) Supervised recreation;
 - (f) Community guardians;
 - (g) Day reporting;
 - (h) Electronic monitoring;
 - (i) House arrest with random checks; or
 - (j) Random urinalysis.

- C. Maintain a continuum of non-secure community services;
- D. Continue to identify and utilize alternative funding sources for local juvenile services;
- E. Provide services per Wyo. Stat. § 14-9-106 and as specified in the Community Juvenile Services Board Application Budget included in Attachment A;
- F. Contractor shall collect and submit juvenile justice data in accordance with Wyo. Stat. § 7-19-503.
- G. Acknowledge that Agency reserves the right to request additional information from the Contractor that is not included in monthly or quarterly reports in a form prescribed by the Agency; and
- H. Provide the Agency a copy of last annual compliance audit or last financial statement (whichever is appropriate) with submission of first invoice.

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

- A. Pay Contractor in accordance with Section 4 above;

- B. Provide technical assistance, consultation, and coordination as needed and requested by the Contractor;
- C. Evaluate the performance of the Contractor;
- D. Approve or disapprove invoices submitted by the Contractor for payment; and
- E. Provide format for:
 - (i) Budget Proposal– Attachment A;
 - (ii) Strategic Plan form template – Attachment B, which is attached to and incorporated into this Contract by this reference; and
 - (iii) Monthly Invoice form template – Attachment C

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

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

- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for

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

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor 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 Contract.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- 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 Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor 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 Contract.** This Contract, consisting of twelve (12) pages; Attachment A, Budget Proposal for July 1, 2022 through June 30, 2024, consisting of three (3) pages; Attachment B, Strategic Plan Template, consisting of three (3) pages; and Attachment C, Monthly Invoice form, 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.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

- L. **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.
- M. **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.
- N. **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.
- O. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- P. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

- Q. 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.
- 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 Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor 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.
- S. Patent or Copyright Protection.** The Contractor 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 Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. 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).
- U. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

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

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

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

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

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

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

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

(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 Contractor'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.

(vi) Commercial Crime Insurance. Commercial crime insurance including employee dishonesty coverage with minimum limits of \$1,000,000.00 each occurrence.

(vii) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Contractor 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) \$2,000,000.00 each occurrence; and
- (b) \$2,000,000.00 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 Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- X. 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.
- 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 Contract and the Contractor 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.
- Z. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- 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 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.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.

- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. 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.
- FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Contractor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the Agency.

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

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

**AGENCY:
WYOMING DEPARTMENT OF FAMILY SERVICES**

Korin A. Schmidt, Director

Date

Lindsey Schilling, Social Services Senior Administrator

Date

**CONTRACTOR:
CAMPBELL COUNTY BOARD OF COUNTY COMMISSIONERS**

Del Shelstad, Chair

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for:  #223476

Megan Pope, Senior Assistant Attorney General

06-17-2022

Date

Attachment A

Wyoming Community Juvenile Services Boards

BUDGET PROPOSAL FOR JULY 1, 2022 THROUGH JUNE 30, 2024

* For CJSBs existing and in contract with DFS as of 01/01/2022

County:	<u>Campbell</u>	
Submitted By:	Jim Lyon Jr., Campbell County Juvenile and Family Drug Court/Juvenile Probation Office, Director	
Line Items	Details/Information for Line Item	Amount Requested
ADMINISTRATIVE COSTS		
Salaries and Wages	Describe the positions and the salary each will receive in this line item.	
Travel	List any costs associated with travel, both in state and out of state related to training, CJSB development, client related	
Office Space	Indicate monthly rent and utilities for office space. Include number of offices and addresses of each.	
Office Supplies	List the office supplies you will typically purchase with this line item.	
Computer Hardware	List the computer hardware and software you will purchase with this line item. (Computer, printer, keyboard, mouse, screen, etc.)	
Photocopier	List photocopier costs here. Include the purchase price of a photocopier if applicable as well as the cost of copies, paper, etc.	
Postage	Indicate average monthly cost of postage.	
Advertising	Indicate types of advertising used, the cost per/unit, what the advertising is for, and how often advertising is used.	
Equipment Maintenance	Describe equipment, including make and model and year of equipment to be maintained using this line item. Describe types of maintenance needed.	
Equipment Rental/Purchase	Describe equipment rented or purchased including make, model, year, what it will be used for and total cost. If rented on a month-to-month basis, include monthly cost.	
Case Management System	List any costs associated with the case management system. Include data entry cost.	
Professional Services Contract (Please Specify)	List all professional service contracts the court has entered into. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.	
Other Administrative Costs	List all other administrative costs. Include names, addresses, phone numbers if applicable. Specify amount of each and reason for cost.	
Central Point of Intake	Describe costs for implementing and maintaining a central point of intake. Examples include hiring staff to administer the PACT Assessment, expenses associated with 24-hour intake (such as on-call expenditures), implementation of a central intake center.	

Attachment A

Diversion Detention/Shelter Care	Describe costs for the implementation and maintenance for a juvenile diversion program and expenses associated with the creation/maintaining of detention/shelter care standards. Examples include but are not limited to funding for juvenile diversion programs and funding for Alternatives to Detention programs.	
Crisis Intervention and Mediation	Crisis Intervention and Mediation services are provided at the Youth Emergency Services, Inc. Crisis Shelter to resolve a parent/child conflict. Services include family reunification; individual, group, and family counseling when needed as well as giving youth access to advocacy and supervision in a safe, structured environment.	\$49,993.00
Project Choice	Project Choice provides one-on-one staff-to-child supervision. One-on-one staff supervision occurs when youth present an immediate risk to themselves or others. The immediate risk may be due to threats or acts of aggressive or violent behavior, or harm to self or others including risk of suicide.	\$34,650.00
Training for Juvenile Diversion Officers	During 2022-2023, the Campbell County Juvenile Diversion will be continuing to develop juvenile diversion officer's competencies.	\$3,000.00
Non-Secure Continuum of Care	Describe costs associated with the development and implementation of a non-secure continuum of care. Examples include program costs for early intervention, diversion, community services, graduated sanctions and other services provided within the CJSB service area. Non-secure also includes aftercare and transition.	
Continuum of Care/Graduated Sanction - Juvenile & Family Drug Court Program	Juvenile & Family Drug Court - the program involves both the juvenile and parents/guardians and includes intensive supervision probation, substance abuse treatment, and individual and family counseling. The requested funding will be utilized to continue the substance abuse and mental health components as well as intensive supervision probation and administrative support for the program.	\$47,850.00
Identification of Other Funds	Describe costs associated with the identification of other funding. Examples include grant writing and other costs associated with the identification of other funding sources and operational costs.	
	During this biennium no additional expenses are requested for this project area. Since sustainability is the CJSB's primary focus, the request funds will be allocated to the requested areas above.	
MISCELLANEOUS EXPENSES (Please Specify)	Specify any expenses not yet listed. Describe each item in detail, specifying cost and reason for line item.	
Total Funding Request	Funding request for the entire funding period:	\$135,493.00

Attachment A

In-Kind Match

Community Juvenile Services Boards funding awards will be met with a fifteen percent (15%) in kind match from non-state funds. The match may include donations of expendable equipment, office supplies, workshop or education and training materials, workspace, or the monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor, if the services provided are an integral and necessary part of the CJSB. The value placed on loaned or donated equipment may not exceed its fair market/rental value. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Fringe benefits may be included in the valuation. Volunteer services must be documented and, to the extent feasible, supported by the same valuation methods used by the recipient organization for its own employees. The value of donated space may not exceed the fair rental value of comparable space, as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality. The value for donated fungible goods shall be reasonable and not exceed the fair market value at the time of the donation. The basis for determining the value of personal services, materials, equipment, and space must be documented.

		Total eligible amount requested:	\$135,493.00
		Amount required for in-kind match:	\$20,323.95
Source of Match	Description	Value	
Monetary value of time contributed by professional personnel	Time spent per month calculated at two hours per month for Clark Fairbanks, Charlene Edwards, and Erica Wood. Time spent per month calculated at one hour per month for Jane Glaser, Chuck Deaton, and Kip Farnum. Time spent per month calculated at three hours per month for Tatyana Walker for Fiscal monitoring/reporting. Time spent per month calculated at five hours per month for Jim Lyon Jr. In addition, Jim Lyon Jr. and Erica Wood also compile and disseminate CJSB ROM data on a quarterly basis.	\$8,016.15	
	Juvenile Services Office Space = 824 sq. ft. x \$12.00 /sq. ft. = \$9,888.00. Computer for administrative assistant = \$1,000.00. Telephone for Administrative Assistant = \$145.00	\$11,033.00	
	Jim Lyon Jr. anticipates donating 20 hours of his time to the grant writing process = \$848.20. Tatyana Walker anticipates donating 10 hours of her time to the grant writing process = \$426.60	\$1,274.80	
		Total Value of in-kind match:	\$20,323.95

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Attachment B

Community Juvenile Services Board

Strategic Plan template

Central Intake and Assessment

1. Vision, Values, Mission
 - A. What is the Vision of the board:
 - B. What are the Values, Mission, and Philosophy?
2. Describe how the single entry process for the County per Wyo. Stat. § 14-6-203(f).
3. At what point will the Washington (Formerly PACT) Assessment be used in the Central Point of Intake?
☐ Initial appearance ☐ Receipt of referral to Prosecutor's Office ☐ Upon citation/referral
 - A. Who will administer the Washington Pre-Screen Assessment?
☐ County Probation ☐ Department of Family Services ☐ Diversion
☐ Law Enforcement ☐ Prosecutor's Office
4. Describe the provision for confidentiality ranging from intake to diversion as described in Wyo. Stat. § 14-6-203(g).
5. Describe the community's Strategic Central Intake and Assessment Plan:

Detention/Shelter Care

1. At what point in time is the JDRA administered to a child?
 - A. What is the determination for what youth will be assessed by the Juvenile Detention Risk Assessment?
 - B. Who will administer the Juvenile Detention Risk Assessment?
2. Describe the use of detention alternatives including shelter care, staff secure detention, or home monitoring:
3. How will twenty four (24) hour intakes be processed?
4. Describe the criteria for notification and involvement of parents/guardians ranging from intake to disposition.

Attachment B

5. Describe the community's Strategic Detention/Shelter Care/ 24 hour intake Plan:

Continuum of Care

1. Target Population:

A. Specific Ages targeted:

2. Assets/Needs

What does the cumulative prospective Board view as the primary issue facing the following areas. If needs are listed, please describe the plan to address the needs in the Continuum of Care strategic plan of this section (question 2):

A. Community:

1. Describe assets of community:

2. Describe needs of community:

B. Family:

1. Describe assets of services related to families in jurisdiction:

2. Describe needs of services related to families in jurisdiction:

C. School:

1. Describe assets of school:

2. Describe needs of school:

D. Youth:

1. Describe assets of services related to youth in jurisdiction:

2. Describe needs of services related to youth in jurisdiction:

E. Describe the strategic plan to address needs in each of the following areas:

1. Community:

2. Family:

3. School:

4. Youth:

F. Describe services available for the following risk levels:

1. Low risk youth:

2. Moderate risk youth:

3. Moderate-High risk youth:

4. High risk youth:

Attachment B

2. Describe the Continuum of Care strategic plan, detailing services available within the specific region, ranging from early intervention to transition from out-of-home placement.

Funding and Planning

1. Who/what agency will be responsible for exploring other funding sources and operational costs for local juvenile services?
2. What will be the process to measure outcomes from CJSB efforts?
3. What is the sustainability plan for CJSB programs and planning efforts?

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Attachment C

MONTHLY EXPENDITURE REPORT FORM AND INVOICE

SUBMIT TO:

Department of Family Services
2300 Capitol Avenue, 3rd Floor
Cheyenne, WY 82002

Name of project:

Person completing form:

Address:

Phone number:

Invoice # :

COST DESCRIPTION	MATCHING FUNDS	MONTHLY EXPENDITURES	YTD EXPENDITURES	BUDGETED AMOUNT	BALANCE
Administrative					
Personnel					
Rent / Mortgage					
Computers/equipment/maintenance					
Communication, Postage, Printing					
Supplies					
Travel					
Utilities					
Advertising					
Other					
Programs / Services					
(1)Contracted services/program	Name:				
Administrative					
Direct services					
Other					
(2)Contracted service/program	Name:				
Administrative					
Direct services					
Other					
(3)Contracted service/program	Name:				
Administrative					
Direct services					
Other					
(4)Contracted service/program	Name:				
Administrative					
Direct Services					
Other					
TOTALS:					

Invoice expenditure total:

Date submitted:

Expenditures for Month/Year:

Submit Payment to:

SIGNATURE: _____

DATE: _____

The following page(s) contain the backup material for Agenda Item: [9:25 Board Appointments, Juvenile & Family Drug Court](#)

*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.

Juvenile and Family Drug Court

Board Members

Title/Position	Name	Term Expires
Judge	Magistrate Kim Hoff	6/2025
Coordinator	Jim Lyon, Jr.	6/2025
Prosecutor	Charlene Edwards	6/2024
Defense Attorney	DaNece Day	6/2024
Substance Use Treatment Representative	Sally Craig, LPC	6/2023
School District Representative	Heidi Phipps	6/2025
DFS Representative	Bonnie Volk	6/2023
Law Enforcement Representative	CCDC Officer Dawn Rech	6/2023
Youth Service Organization	Ryan Anderson	6/2023
Youth Advocate	Sherilyn England	6/2023
Commissioner's Representative	Don Hamm	6/2023

Program Team Members

Title/Position	Name
Judge	Magistrate Kim Hoff
Substitute Judge	Richard A. Erb, Jr.
Coordinator	Jim Lyon, Jr.
Prosecutor	Charlene Edwards
Defense Attorney	DaNece Day
Monitoring Officer	JR Bailey
Substance Use YIT Treatment Representative	Lori Dougherty
Mental Health Treatment Representative	Jamie Hurich
Substance Use Juvenile Treatment Representative	Erin Urbanoski
DFS Representative	Jammie Walker
Educational Representative	Heidi Phipps
Additional Member: Sheriff's Deputy	Detention Officer Dawn Rech
Additional Member: JFDC Assistant	Siobahn Gonzalez

Updated 6/28/2022

The following page(s) contain the backup material for Agenda Item: [9:30 Board Appointments, CARE Board](#)

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

**OFFICE**

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

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

Del Shelstad, Chairman
Rusty Bell
Colleen Faber
Bob Maul
Don Hamm

MEMORANDUM

TO: Elected Officials & Department Directors
FROM: Denton Knapp
RE: Ratification of Special Election
DATE: July 1, 2022

I am requesting the Commissioners ratify the results of the CARE Board's Special Election which occurred on June 30th, 2022. The election was to select two candidates to represent Campbell County's low-income population in accordance with Community Opportunities, Accountability and Training and Educational Services Act of 1998. These positions were vacated after resignations by two board members. The candidates on the ballot were Mikki Pierce and Lindsay Turgeon.

The election results were as follows:

Lindsay Turgeon – 10 votes

Mikki Pierce – 8 votes

The newest members of the CARE Board are Mikki Pierce, term expiring 1/2023 and Lindsay Turgeon, term expiring 1/2024.

Kristin Young will be presenting this information.

The following page(s) contain the backup material for Agenda Item: [9:32 Board Appointment, Child Support Authority Board](#)

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

BOARD OPENINGS - APPLICANT LIST

BOARD OPENINGS	INCUMBENTS	APPLICANTS
CHILD SUPPORT AUTHORITY BOARD One (1) Three (3) Year Term Representing County Attorney's Office Ending June 30, 2025	Corrine Miller	Corrine Miller*
CHILDREN'S DEVELOPMENTAL BOARD Two (2) Three (3) Year Terms Ending June 30, 2025	Wendy Balo - Termed out Cindy Reardon - Eligible to reapply	Vicki Gilmour Nicole Shelstad
CORRECTIONS BOARD One (1) Three (3) Year Term Ending June 30, 2025 One (1) Three (3) Year Term Representing the County Attorney's Office Ending June 30, 2025 One (1) Three (3) Year Term Representing the County Sheriff's Office Ending June 30, 2025 One (1) Three (3) Year Term Representing the Gillette Police Department Ending June 30, 2025	Denise Elbert - Termed out withdrew application 6/27/2022 Nathan Henkes Thomas O'Neal Chuck Deaton	Shawn Metz Nathan Henkes* Thomas O'Neal* Chuck Deaton*
FIRE BOARD One (1) Three (3) Year Term Ending June 30, 2025	Jeff Boardman - Eligible to reapply Trent Jones - Eligible to reapply	Jeff Boardman* Trent Jones*
MUSEUM BOARD One (1) Three (3) Year Term Ending June 30, 2025	Thomas Holm - Eligible to reapply	Thomas Holm* Bryan Kaufmann
LIBRARY BOARD Two (2) Three (3) Year Terms Ending June 30, 2025	Miranda Finn - Eligible to reapply Nancy Stovall - Termed out withdrew application 6/14/2022	Timothy Boyd Charles Butler Scott Clem Chelsea Collier Priscilla Hixson LaChere Jones Darcie Lyon Jay Mahylis Bryce Mayo Tex McBride Michael McReynolds Kimberly Murphy Rebecca Painter West Roger Solomon Joseph Terry Bruce Williams
LODGING TAX BOARD One (1) Unexpired Term Ending December 31, 2023	Jeff Esposito - Resigned	Scott Clem Erika Peckman
PARKS & RECREATION BOARD One (1) Five (5) Year Term Ending June 30, 2027	Ryan Gross - Eligible to reapply	Ryan Gross* Patricia Junek Joseph Terry
PLANNING COMMISSION One (1) Three (3) Year Term Ending June 30, 2025	Kurt Siebenaler - Eligible to reapply	Kurt Siebenaler* Dale Janota
PUBLIC LAND BOARD One (1) Three (3) Year Term Ending June 30, 2025	Heidi Gross - Termed out	Scott Clem Mark Dorr Dale Janota Patricia Junek Larry Mills
REGIONAL WATER PANEL One (1) Five (5) Year Term Ending June 30, 2027	Bob Hollander - Eligible to reapply	Bob Hollander*
SENIOR CENTER BOARD Two (2) Three (3) Year Terms Ending June 30, 2025	Matt Avery - Eligible to reapply Patricia Burns - Eligible to reapply	Matt Avery* Patricia Burns* Kevin Anders Scott Clem David Lanier

*Incumbent

The following page(s) contain the backup material for Agenda Item: [9:56 Board Appointment, State Miner's Hospital Board](#)

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



Campbell County Health

Excellence Every Day

June 30, 2022

Campbell County Commissioners
500 South Gillette Ave. Suite 1100
Gillette, WY 82716

Re; Wyoming Miner's Board

Dear Board of County Commissioners,

At the June 23, 2022 Campbell County Health Board of Trustees meeting the Board agreed that Trustee Lisa Harry be submitted to you for consideration to serve as the Campbell County Health representative on the Wyoming Miner's Hospital Board.

Please let us know if there is any additional information you need from us.

Sincerely,

Matt Shahan, CEO
Campbell County Health

P.O. Box 3011
Gillette, Wyoming 82717
307-688-1000

ccmh.net

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The following page(s) contain the backup material for Agenda Item: [9:58 Budget Amendments FY2022-2023](#)

*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.

Budget Amendments
Fiscal Year 2022-2023

	<u>Fund</u>	<u>Type</u>	<u>Acct#</u>	<u>\$Amount</u>	<u>Description</u>
Increase	General Fund	Expense	100013.67310	41,850.	Local Cap Grant (EDA)
Increase	General Fund	Cash Carryover	1000.46160	41,850.	Cash Carryover
Increase	General Fund	Expense	100231.68220	1,200.	Computer Equipment
Decrease	General Fund	Expense	100411.68200	1,200.	Capital Equipment
Increase	General Fund	Revenue	100779.43820	40,000.	City Pool MOU
Decrease	General Fund	Cash Carryover	1000.46160	40,000.	Cash Carryover
Increase	General Fund	Revenue	100701.various	688,270.	Combine Cost Centers
Decrease	General Fund	Revenue	100702.various	613,270.	Combine Cost Centers
Decrease	General Fund	Revenue	100703.various	140,000.	Combine Cost Centers
Increase	General Fund	Expense	100701.various	2,763,008.	Combine Cost Centers
Decrease	General Fund	Expense	100702.various	1,378,631.	Combine Cost Centers
Decrease	General Fund	Expense	100703.various	1,390,299.	Combine Cost Centers
Decrease	General Fund	Expense	100704.various	84,851.	Combine Cost Centers
Decrease	General Fund	Cash Carryover	1000.46160	90,773.	Cash Carryover
Decrease	General Fund	Expense	100084.68120	150,000.	Condensing Tower Maint.
Increase	General Fund	Expense	100084.68160	73,000.	Maintain Well Pumps
Increase	General Fund	Expense	100084.68160	50,000.	Bicentennial Infield Mix
Decrease	General Fund	Cash Carryover	1000.46160	27,000.	Cash Carryover
Increase	Grant Fund	Expense	310311.67010	86,664.	Federal Marketing Grant
Increase	Grant Fund	Revenue	310311.42400	86,664.	Federal Marketing Grant
Decrease	Grant Fund	Expense	310311.67400	86,664.	Unanticipated Grant
Decrease	Grant Fund	Revenue	310311.42840	86,664.	Unanticipated Grant
Increase	Grant Fund	Expense	310703.various	65,000.	CCSD Pass-Through
Increase	Grant Fund	Revenue	310703.42460	65,000.	CCSD Pass-Through
Increase	Fleet Fund	Expense	120121.68210	10,000.	Vehicle Replacement
Increase	Fleet Fund	Cash Carryover	120121.46160	10,000.	Cash Carryover
Increase	1% Fund	Expense	170711.66955	9,150.	Wright Branch 1% Funding
Increase	1% Fund	Cash Carryover	170711.46160	9,150.	Wright Branch 1% Funding

Additional Budget Amendments

Increase	Grant Fund	Expense	310705.67040	1,921.	CDS Grant
Increase	Grant Fund	Revenue	310705.42460	1,921.	CDS Grant
Increase	General Fund	Cash Carryover	1000.46160	65,000.	Cash Carryover
Decrease	General Fund	Cash Carryover	1000.46160	8,616.	Change in Mill

Susan F. Saunders, County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

The following page(s) contain the backup material for Agenda Item: [10:00 Mill Levy FY2022-2023](#)

*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.

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	\$28,906,012	\$59,129,673	\$88,035,685	\$139,034,386	\$50,998,701	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	\$5,847,128	Emergency Management	\$230,177
County Commissioners - Capital Outlay	\$890,829	County Juvenile Probation	\$1,323,138
County Grants	\$19,720,660	County Building Maintenance	\$3,618,385
County Adult Treatment Court	\$338,111	Children's Developmental Services	\$3,056,705
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	\$1,973,478
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	\$10,969,009
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	\$18,293,027	Municipal Tax(JPB)=Camplex & Fire Dept.	\$8,698,335
Fleet Department	\$142,889	Tech Education Maintenance Reserve	\$30,000
County Coroner	\$287,011		
County Extension Department	\$422,377	Sub Total	\$48,811,632
County District Court	\$1,727,704	Grand Total	\$139,034,386
County Road & Bridge	\$7,056,832		
Human Resources	\$2,790,923		
Sub Total	\$90,222,754		

Board of County Commissioners
of Campbell County, Wyoming

By: _____
Chairman

Attest: _____
County Clerk

FY 2022-2023 Assessed Valuation 4,539,270,189

The following page(s) contain the backup material for Agenda Item: [10:05 Order Levying Requisite Taxes FY2022-2023](#)

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

**ORDER LEVYING REQUISITE TAXES
FISCAL YEAR 2022/2023**

WHEREAS, on June 15, 2021, this Board adopted a County budget for the 2022- 2023 fiscal year ending June 30, 2022; and

WHEREAS, after deducting all other cash and estimated revenue, it is necessary for the balance to be raised by general taxation; and

WHEREAS, W.S. §39-13-102(g) provides that the Board of County Commissioners shall levy the requisite taxes for the year on or before the first Monday of August; and

WHEREAS, W.S. §11-5-111 provides that the Board of County Commissioners shall levy a tax to carry out the purpose of the Wyoming Weed and Pest Control Act; and

WHEREAS, W.S. §18-9-201 (b) provides that the Board of County Commissioners may levy a tax for a Public Recreation District; and

WHEREAS, W.S. §21-13-201(a) provides that the Board of County Commissioners shall levy a tax of six (6) mills for the support and maintenance of the public schools; and

WHEREAS, W.S. §35-2-414(b) provides that the Board of County Commissioners shall levy a tax for hospital districts; and

WHEREAS, W.S. §35-8-314(b) provides that the Board of County Commissioners shall levy a tax for special cemetery districts; and

WHEREAS, W.S. §39-13-104(c)(i) provides that the Board of County Commissioners shall levy a tax for property within the limits of incorporated cities and towns; and

THEREFORE, IT IS HEREBY ORDERED that, pursuant to the above-cited statutory authorities, property taxes are levied to raise the following amounts for the Fiscal Year ending June 30, 2023:

	Amount	Mill Levy
County General Fund	\$ 50,998,701	11.235
Campbell County Weed & Pest District	\$ 1,863,761	0.411
Campbell County School District		
Public Schools	\$ 27,235,621	6.000
Community Public Recreation District	\$ 4,539,270	1.000
BOCHES	\$ 2,269,635	0.500
Campbell County Hospital District	\$ 13,617,811	3.000
Campbell County Cemetery District	\$ 3,914,769	0.862
City of Gillette	\$ 3,077,108	8.000
Town of Wright	\$ 96,550	8.000
Gillette Community College District	\$ 11,553,532	2.545

Severability: If any provision of this resolution is held or deemed inoperative or unenforceable, the same shall not affect any other provision or directive which can be independently construed.

**ORDERED this 6th day of July 2022
BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING**

Del Shelstad, Chairman

ATTEST:

Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [10:15 Proposed Alteration and Vacation Bishop Road](#)

*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.

Viewers Report
For
The Alteration and Vacation of
Portions of the Bishop Road
and the Creation of Caballo Court

Campbell County, Wyoming

May 2022

BEFORE THE BOARD OF COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING

In the matter of the Alteration and Vacation of portions of the Bishop Road, initiated by Road Petition #2021-01 (**Exhibit 1**) by Eagle Specialty Materials, LLC, dba Prairie Eagle Mining (PEM) on December 21, 2021, and located as follows in the 6th principal Meridian, County of Campbell, State of Wyoming:

- **Bishop Road Alteration**

Commencing at the Southeast Corner of Section 28 of T48N R71W; thence N 33°22'56" W a distance of 1889.54 feet to the Point of Beginning of the proposed Bishop Road centerline alignment; thence S 73°41'33" W a distance of 78.32 feet to the beginning of curve; thence along a curve turning to the right with an arc length of 2269.95 feet, with a radius of 5210.00 feet, with a chord bearing of S 86°10'27" W, with a chord distance of 2252.04 feet; thence N 81°20'39" W a distance of 2744.19 feet to the beginning of a curve; thence along a curve turning to the left with an arc length of 1000.06 feet, with a radius of 5210.00 feet, with a chord bearing of N 86°50'36" W, with a chord distance of 998.53 feet; thence S 87°39'28" W a distance of 1008.36 feet to the beginning of a curve; thence along a curve turning to the right with an arc length of 3879.81 feet, with a radius of 7030.00 feet, with a chord bearing of N 76°31'54" W, with a chord distance of 3830.76 feet; thence N 60°43'16" W a distance of 879.66 feet to the beginning of a curve; thence along a curve turning to the left with an arc length of 1732.52 feet, with a radius of 7030.00 feet, with a chord bearing of N 67°46'52" W, with a chord distance of 1728.14 feet; thence N 74°50'29" W a distance of 2882.03 feet to the beginning of a curve; thence along a curve turning to the left with an arc length of 751.81 feet, with a radius of 10300.00 feet, with a chord bearing of N 76°55'57" W, with a chord distance of 751.65 feet; thence N 79°01'25" W a distance of 1433.48 feet to the Point of Termination of the proposed Bishop Road centerline alignment at the intersection of Wyoming State Highway 59, from which the Quarter Corner common to Sections 24 and 25 of T48N R72W bears N 82°49'05" E a distance of 416.50 feet.

- **Bishop Road Vacation**

Beginning at the intersection of State HWY59 located in the Southeast quarter of Section 12, T48N, R72W; thence S 88°29'36" E a distance of 528.51'; thence S 77°32'51" E a distance of 244.90'; thence S 56°19'21" E a distance of 190.46'; thence S 42°07'03" E a distance of 505.84'; thence S 39°18'43" E a distance of 1207.00'; thence S 39°37'28" E a distance of 2268.72'; thence S 39°43'27" E a distance of 1468.74'; thence S 52°20'02" E a distance of 2920.99'; thence S 52°33'44" E a distance of 1222.44'; thence S 47°08'04" E a distance of 510.22'; thence S 37°21'44" E a distance of 425.50'; thence S 27°44'43" E a distance of 487.71'; thence S 27°33'44" E a distance of 2149.66'; thence S 29°02'30" E a distance of 1018.50'; thence S 26°45'16" E a distance of 533.88'; thence S 36°05'20" E a distance of 241.40'; thence S 48°24'58" E a distance of 365.29'; thence S 62°20'07" E a distance of 450.16'; thence S 60°22'02" E a distance of 394.53'; thence S 45°59'50" E a distance of 340.14'; thence S 29°28'04" E a distance of 386.57'; thence S 14°22'02" E a distance of 597.64'; thence S 12°30'04" E a distance of 1565.05'; thence S 16°31'17" E a distance of 579.37'; thence S 27°00'24" E a distance of 332.08'; thence S 37°22'52" E a distance of 507.73'; thence S 46°13'56" E a distance of 445.52'; thence S 56°31'02" E a distance of 364.32'; thence S 64°53'44" E a distance of 473.73'; thence S 78°10'18" E a distance of 479.37'; thence N 88°18'58" E a distance of 455.99'; thence N 82°19'11" E a distance of 568.13'; which is the point of ending.

- **Creation of Caballo Court**

Caballo Court will be created by utilizing a portion of the vacated Bishop Road terminating in a cul-de-sac. New addresses for eight (8) properties will be assigned. Beginning at a point of intersection of the Bishop Road centerline and Wyoming State Highway 59 east right of way boundary, located in the NE1/4SE1/4 Section 12, T48N, R72W, of the 6th P.M., Campbell County, Wyoming; thence in an easterly direction along the centerline of the current Bishop Road approximately 0.5 miles to the east boundary of the SW1/4SW1/4 of Section 7, T48N, R71W.

The above descriptions are approximate and subject to actual field survey. To be used for approximate locations.

Road Petition #2021-01 supersedes a similar alteration and vacation petition of Bishop Road that was submitted in September 2013 by Alpha Coal West. A chronology of events related to the alteration and vacation of Bishop Road is as follows:

- September 2013 - Alteration and vacation of Bishop Road Petition was submitted by Alpha Coal West. Viewers were appointed in September and November of 2013.
- January 28, 2014 - Viewers Report was submitted (**Exhibit 3**) and notice was published stating that any objections or claims for damages be received by March 14, 2014.
- March 14, 2014 - Three (3) claims for damages were received resulting in the appointment of three appraisers.
- April 14, 2014 – Report with recommendations from the appraisers were received with the following payments for damages as follows:
 - ❖ \$1,000.00 to Kenneth and Angela Bertalot – 2860 Bishop Road
 - ❖ \$1,000.00 to Dusty Bertalot – 2860 Bishop Road
 - ❖ \$1,000.00 to Cody Bertalot – 2860 Bishop Road
 - ❖ \$1,000.00 to Steve Johnson – 2868 Bishop Road
- June 3, 2014 – Resolution #1829 for the Alteration and Partial Vacation of the Bishop Road and Creation of “Caballo Court” was approved by the Campbell County Board of Commissioners (**Exhibit 4**). The resolution also included payment to Campbell County from Alpha Coal West in the amount of \$12,500.00 for the construction of a cul-de-sac at the end of Caballo Court.
- December 16, 2014 – A letter was sent to Alpha Coal West in response to being notified that construction would not take place in 2015 (**Exhibit 5**).
- April 2015 – Damages to the respective parties, and payment to Campbell County for the cul-de-sac were made in accordance with Resolution #1829 (**Exhibit 6**).
- August 1, 2017 – Resolution #1954 was approved by the Board of Commissioners which vacated the final order of Resolution #1829 due to the lack of progress and bankruptcy of Alpha Coal West (**Exhibit 7**).
- December 21, 2021 – Road Petition #2021-01 submitted (**Exhibit 1**).

REPORT OF THE VIEWERS

We, Kevin Geis and Matt Olsen, were appointed by the Campbell County Commissioners on December 21, 2021, to view the Alteration and Vacation of portions of the Bishop Road. This report has been prepared to fulfill our duties under Wyoming Statute §24-3-105 and §24-3-106. The viewers visited the site on February 17, 2022, and April 28, 2022. Photos were taken from various places to document the proposed alignment and are shown in **Exhibit 2**.

Land Ownership

Land along the length of the proposed alteration and relocation is entirely owned by PEM. Land ownership along the proposed vacated portion of Bishop Road is owned by PEM and Rourke Ranch, LLC.

Public and Private Convenience

The approach off HWY59 to the proposed relocated Bishop Road alignment is approximately three miles south of the existing approach. The proposed relocated portion of Bishop Road will be approximately one mile shorter than the existing road. Since all the land surrounding the proposed relocation is owned by PEM, and the proposed length of relocated road is approximately the same length as the proposed vacated road, we see no particular public or private inconvenience in relocating this roadway.

The Viewers contacted four landowners that reside in the vicinity the proposed alteration and vacation and two business representatives. The Viewers also contacted Nelson Brothers, and Peabody Energy with their respective comments listed below.

- Scott Blazek (Nelson Brothers)

Nelson Brothers has an emulsion plant located off Bishop Road used for the receiving and delivering of emulsion for explosives. The emulsion is shipped to the site by rail where it is then loaded into tanker trucks for delivery to various locations in the region. The fully loaded trucks travel Bishop Road and turn north or south on to HWY59. A concern by Nelson Brothers is regarding having adequate sight distance and the ability of the trucks to accelerate when entering HWY59.

Also, truck emulsion deliveries are being made 24 hours a day, 7 days a week and 365 days a year. Nelson Brothers also has a large truck maintenance shop where they receive and ship equipment. They also take tanker truck deliveries of fuel and propane for their operations. Nelson Brothers has concerns regarding maintaining of gravel surfacing for the anticipated heavy use, and the potential for broken windshields from rock chips.

- Blair Bishop (1309 Bishop Road)

Mr. Bishop was aware of the request to move the road. His main concern was that the road needed to be paved, not gravel. When Bishop Road was a gravel road back in the day, he would routinely get cracked/chipped windshields. He is also concerned with the dust that would be an issue if it was gravel. He is in favor of paving it now and doing any repairs as needed later. The relocation will also take him slightly longer to get to Gillette.

- Boyd Bishop (1309 Bishop Road)

Mr. Bishop was familiar with the request to move the road and was curious to its proposed alignment. He is okay with moving it and he is okay with leaving it as is, as long as the coal mines absorb the cost. Whatever is best for the county is best for him.

- Randy Greer (2102 Bishop Road)

Mr. Greer has known about the proposed road movement for several years and doesn't have issues with it.

- Peabody Energy (Caballo Mine)

The mine is aware of the request to move the road and does not have any issues with its relocation. They will maintain the accesses that they currently have.

- Rourke Ranch, LLC.

Visited with Mr. Chuck Rourke who owns land on both sides of the west end of the existing Bishop Road. Mr. Rourke has not seen any plans of where the mine wants to relocate the road. We explained it to him, and he is okay with having a new road. Mr. Rourke is concerned with maintaining access to his property and having the paved roadway remain in place for projects that he is working on. Additional considerations (such as private road status) may be required for the vacated portions of Bishop Road along the Rourke Ranch property.

Expense of Proposed Alteration and Vacations

All costs and/or efforts to coordinate funding alternatives for construction related to installation of the new road alignment will be borne by PEM. A cursory estimate (no design completed yet) was approximately \$10 million for the project.

Viewer's Recommendations

1. The Campbell County Commission should require that all costs and/or coordinating funding alternatives associated with the relocation of a portion of Bishop Road be borne by PEM
2. The viewers recommend the Board of Commissioners require a long-term maintenance agreement be executed by PEM (**Exhibit 10**)
3. The existing sections of Bishop Road to be altered and vacated should remain fully operational until such time that the new section is complete and ready for traffic, and all necessary easements are recorded
4. During construction and for a defined period afterwards, an unpaved gravel surface may be utilized. The gravel surface will help to mitigate maintenance costs directly after construction when settlement may occur as the road crosses the highwall and runs over mine backfill. It is recommended that the unpaved road section be comprised of limestone road base with mag chloride and a chip-seal placed on top
5. A paving determination will be made by the Board of Commissioners no more than two years after completion of the Bishop Road vacation and alteration. If a determination is made that the road should be paved, all costs will be borne by the mineral extraction companies. A surety bond for paving of the road is recommended. If determined that the road can remain unpaved, the bond would be allowed to expire
6. The altered Bishop Road shall meet the Major Collector Roadway design standards as outlined in the 2016 Campbell County Road Manual. These standards include requirements for snow storage design. PEM shall contact Campbell County Public Works for information regarding the design and construction requirements for the altered portion of the Bishop Road
7. In the design of the roadway alterations, PEM shall comply with all MSHA and DEQ requirements pertaining to the proximity of mining operations to the relocated roadways
8. The new approach from Bishop Road on to State HWY59 shall provide for a free right-hand turn lane, or a left-hand turn lane in agreement with WYDOT (**Exhibit 8**)
9. The Viewers recommend that the Board of Commissioners require that PEM make provisions for Campbell County Road and Bridge to mill and secure the asphalt paving and base from the vacated portions of the Bishop Road
10. Caballo Ct. will be created using a portion of the vacated Bishop Road (**Exhibit 9**). A total of eight (8) addresses will be changed from Bishop Road to Caballo Ct

11. If the Commissioners agree with these recommendations, the viewers find that the proposed alteration and vacation of portions of the Bishop Road would be acceptable and recommend the Campbell County Commissioners move forward with the public comments.

Dated this 17th day of May 2022.


Kevin Geis


Matt Olsen

Exhibit 1:

**Eagle Specialty Materials, LLC dba Prairie Eagle Mining
Petition #2021-01 to Realign and Vacate
Portions of Campbell County Bishop Road
December 21, 2021**

**BEFORE THE BOARD OF COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING**

IN THE MATTER OF THE ALTERATION OF THE:

BISHOP ROAD (West End)

Petition

To the Board of County Commissioners of Campbell County, Wyoming:

The undersigned ask that a county highway commencing at the intersection of Highway 59 and running thence East and terminating at 4.60 miles be altered as follows: See Exhibit A

(insert description of proposed new route)

Attached to this petition is a list containing the names and the known post office addresses of each person owning or having an interest in any land over which the proposed establishment, vacation or alteration of the county highway is to be made.

Signed below by not less than five (5) electors of the county residing within twenty-five (25) miles of the road proposed to be established, altered or vacated.

Calvin Taylor
Name (print)

Calvin Taylor
Signature

12/10/21
Date

Sherry Taylor
Name (print)

Sherry Taylor
Signature

12-10-21
Date

Christina R. Pollat
Name (print)

Christina R Pollat
Signature

12/10/2021
Date

Chuck McIntosh
Name (print)

CM
Signature

12-10-21
Date

Denise McIntosh

Name (print)

DMcIntosh

Signature

12/10/21

Date

Blair Bishop

Name (print)

Blair Bishop

Signature

12-14-2021

Date

Name (print)

Signature

Date

Name (print)

Signature

Date

Name (print)

Signature

Date

Name (print)

Signature

Date

Name (print)

Signature

Date

Name (print)

Signature

Date

Name	Address_1	Address_2	City	State	Zipcode
CABALLO COAL COMPANY	701 Market St Suite 700	Attn Lavonne Schwartz	ST . LOUIS	MO	631011826
BTU WESTERN RESOURCES INC	701 Market St Suite 700		ST. LOUIS	MO	631011826
BERTALOT KENNETH K & ANGELA	2860 BISHOP RD		GILLETTE	WY	827189356
JOHNSON STEVEN E & DEBORA R	2868 BISHOP RD		GILLETTE	WY	827189356
BERTALOT DUSTY	1600 E LAKESHORE DR		WHITEFISH	MT	599373369
ROURKE RANCH LLC	116A 4 CORNERS RD		GILLETTE	WY	827189401
ROURKE RANCH LLC & ROURKE CHARLES T	116A 4 CORNERS RD		GILLETTE	WY	827189401
EAGLE SPECIALTY MATERIALS LLC	PO BOX 3039	ATTN CJ FISK	GILLETTE	WY	827173039
PEABODY CABALLO MINING LLC	701 Market St Suite 700	Attn Lavonne Schwartz	GILLETTE	WY	827171508

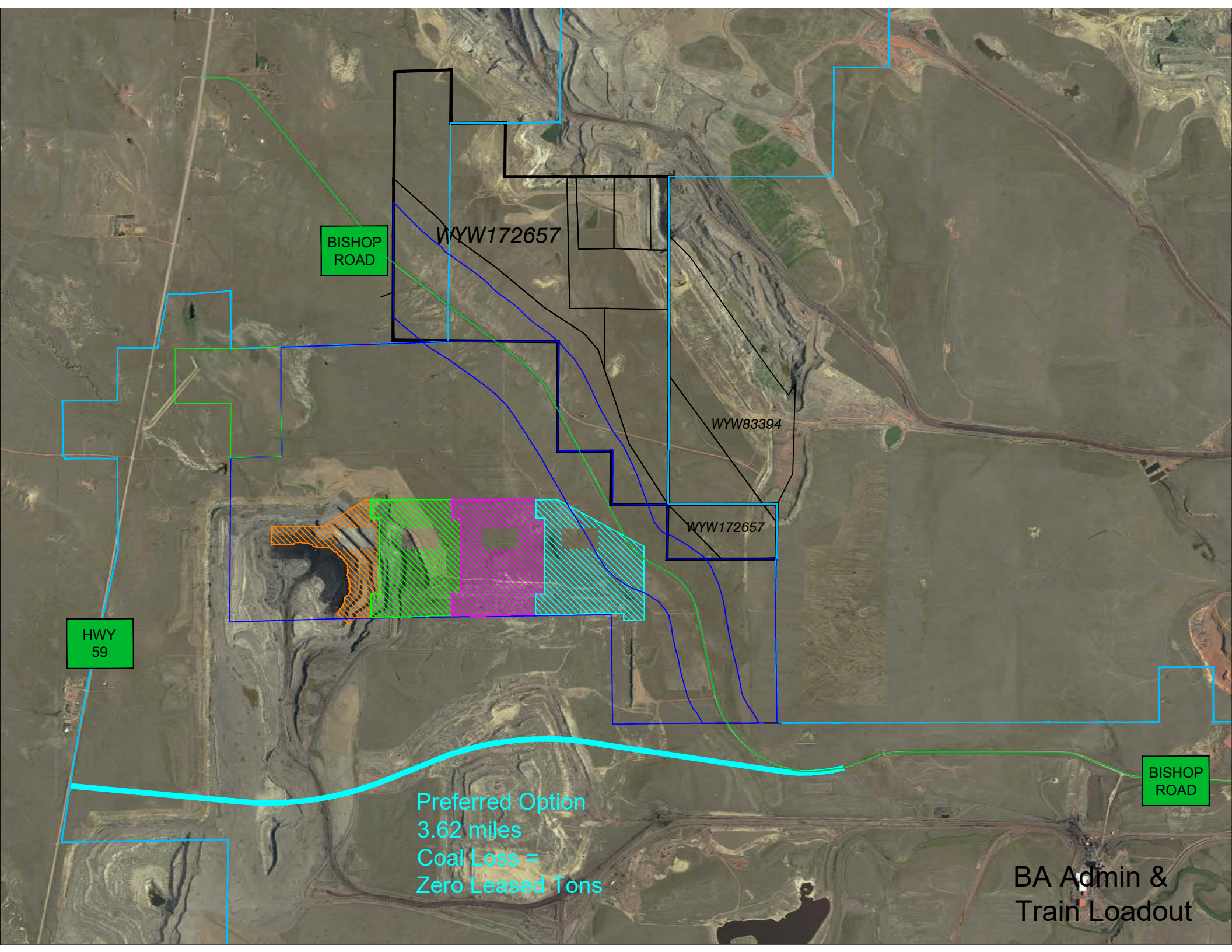
Description of existing Bishop Road to be relocated:

Beginning at the intersection of hwy59; thence S 88°29'36" E a distance of 528.51'; thence S 77°32'51" E a distance of 244.90'; thence S 56°19'21" E a distance of 190.46'; thence S 42°07'03" E a distance of 505.84'; thence S 39°18'43" E a distance of 1207.00'; thence S 39°37'28" E a distance of 2268.72'; thence S 39°43'27" E a distance of 1468.74'; thence S 52°20'02" E a distance of 2920.99'; thence S 52°33'44" E a distance of 1222.44'; thence S 47°08'04" E a distance of 510.22'; thence S 37°21'44" E a distance of 425.50'; thence S 27°44'43" E a distance of 487.71'; thence S 27°33'44" E a distance of 2149.66'; thence S 29°02'30" E a distance of 1018.50'; thence S 26°45'16" E a distance of 533.88'; thence S 36°05'20" E a distance of 241.40'; thence S 48°24'58" E a distance of 365.29'; thence S 62°20'07" E a distance of 450.16'; thence S 60°22'02" E a distance of 394.53'; thence S 45°59'50" E a distance of 340.14'; thence S 29°28'04" E a distance of 386.57'; thence S 14°22'02" E a distance of 597.64'; thence S 12°30'04" E a distance of 1565.05'; thence S 16°31'17" E a distance of 579.37'; thence S 27°00'24" E a distance of 332.08'; thence S 37°22'52" E a distance of 507.73'; thence S 46°13'56" E a distance of 445.52'; thence S 56°31'02" E a distance of 364.32'; thence S 64°53'44" E a distance of 473.73'; thence S 78°10'18" E a distance of 479.37'; thence N 88°18'58" E a distance of 455.99'; thence N 82°19'11" E a distance of 568.13'; which is the point of ending.

Description of new Bishop Road to be built:

Beginning in South East corner Sec 28 of T48N R71W (443175.4015E, 1251880.2050N NAD27); thence N 34°08'00" W a distance of 1881.85'; to the point of the beginning of the new Bishop road; thence with a curve turning to the right with an arc length of 1649.08', with a radius of 3885.83', with a chord bearing of S 87°41'06" W, with a chord length of 1636.73'; thence N 81°25'41" W a distance of 4244.80'; thence with a curve turning to the left with an arc length of 3790.24', with a radius of 7311.07', with a chord bearing of S 86°16'03" W, with a chord length of 3747.93'; thence S 68°13'37" W a distance of 1488.56'; thence with a curve turning to the right with an arc length of 3808.05', with a radius of 7642.37', with a chord bearing of S 80°58'19" W, with a chord length of 3768.77'; thence N 90°00'00" E a distance of 0.00'; thence N 84°40'08" W a distance of 4106.97'; which is the point of ending, which is the new intersection of Bishop Road and Highway 59.

The above-described routes are derived from the use of AutoCAD and have not been field surveyed. They are to be used as an estimated location.



BISHOP
ROAD

WYW172657

WYW83394

WYW172657

HWY
59

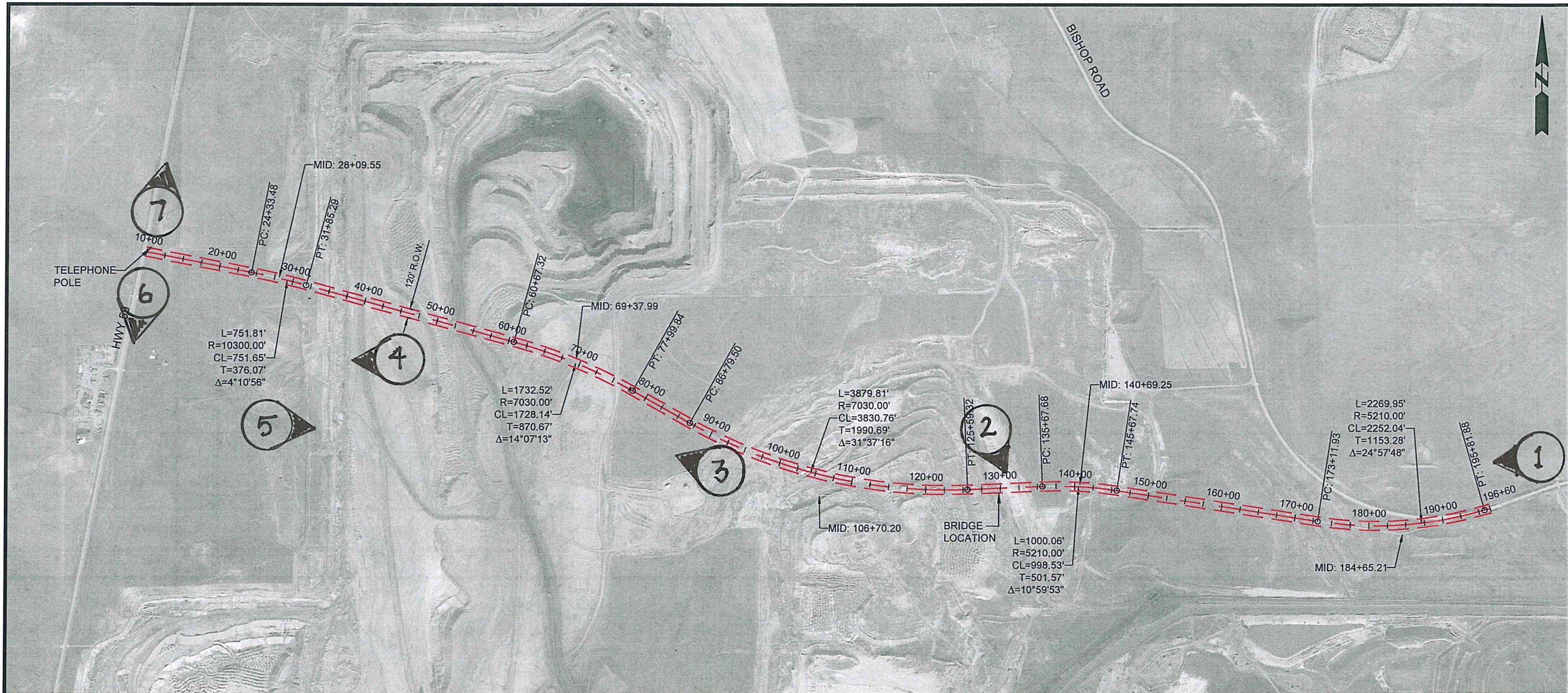
BISHOP
ROAD

Preferred Option
3.62 miles
Coal Loss =
Zero Leased Tons

BA Admin &
Train Loadout

Exhibit 2:
Photos of Existing and Future Road Alignments
February 17, 2022

C:\pwworking\central\142555229\Proposed_Alignment_Exhibit.dwg
PLOT DATE: 4/14/2022 10:39 AM Oakley, Juliana



SUPERELEVATION TABLE - 70 MPH DESIGN SPEED			
Station	Description	Left Outside Lane	Right Outside Lane
24+53.48'	Begin Full Super	2.00%	-2.00%
24+53.48'	Reverse Crown	2.00%	-2.00%
31+65.30'	End Full Super	2.00%	-2.00%
31+65.30'	Reverse Crown	2.00%	-2.00%
60+95.32'	Begin Full Super	2.80%	-2.80%
77+71.84'	End Full Super	2.80%	-2.80%
87+07.50'	Begin Full Super	-2.80%	2.80%
125+31.32'	End Full Super	-2.80%	2.80%
126+15.32'	Level Crown	-2.00%	0.00%
136+03.68'	Begin Full Super	3.60%	-3.60%
145+31.74'	End Full Super	3.60%	-3.60%
145+79.74'	Low Shoulder Match	2.00%	-2.00%
172+39.93'	Level Crown	-2.00%	0.00%
172+99.93'	Reverse Crown	-2.00%	2.00%
173+47.93'	Begin Full Super	-3.60%	3.60%
195+45.89'	End Full Super	-3.60%	3.60%
195+93.89'	Reverse Crown	-2.00%	2.00%
196+53.89'	Level Crown	-2.00%	0.00%
197+13.89'	Begin Normal Crown	-2.00%	-2.00%
197+13.89'	Begin Normal Shoulder	-2.00%	-2.00%

EXHIBIT 2 - PHOTO KEY



DENOTES PHOTO LOCATION
AND DIRECTION

Prepared For:

Prepared By:

Scale:

Designed By:

Others

Design Date:

Internal Job No:

Surveyed By:

Revisions:

HOR ENGINEERING INC.
601 Melz Dr.
Gillette, WY 82717-0457

HOR

Scale:

Designed By:

Others

Design Date:

Internal Job No:

Surveyed By:

Revisions:

HOR ENGINEERING INC.
601 Melz Dr.
Gillette, WY 82717-0457

HOR

Scale:

Designed By:

Others

Design Date:

Internal Job No:

Surveyed By:

Revisions:

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Gillette, WY 82717-0457

HOR

Scale:

Designed By:

Others

Design Date:

Internal Job No:

Surveyed By:

Revisions:



Photo #1 – Looking west from existing Bishop Road curve towards future alignment



Photo #2 – Location of Bishop Road structure looking south



Photo #3 – Looking west at approximate mid-point of new alignment



Photo #4 – Looking west at highwall interface



Photo #5 – Looking east from top of highwall interface



Photo #6 – Looking south at proposed intersection onto HWY59



Photo #7 – Looking north at proposed intersection onto HWY59

Exhibit 3:
Previous Viewers Report – January 2014

**Viewers Report
For
Bishop Road Relocation**

Campbell County, WY

January, 2014

BEFORE THE BOARD OF COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING

In the matter of the Bishop Road relocation, located in the County of Campbell, State of Wyoming:

Bishop Road Relocation

The starting point of the road to be removed is ½ mile east, southeast from State Highway 59, T48NR71W Sec 7 NESW to T48NR71W Sec 27 NESW

Report of the viewer

I, Roy Edwards was appointed by the Campbell County Commissioners on September 17, 2013, and I Kevin Geis was appointed on November 20, 2013. Alpha Coal West requested a Relocation of the Bishop Road. This report has been prepared to fulfill our duties under Wyoming Statute §24-3-105 and §24-3-106.

Relocation

The starting point of the relocation will be at Wyoming State Hwy 59 which is located approximately 300 feet south of mile marker 97 (T47NR47W sect 1SWSW) The tie into the current Bishop Road will be located at T48NR71W sect 27 NESW.

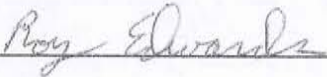
Expense of proposed relocation

There should be no expense attached to the relocation of this roadway to Campbell County as the area will be used by Alpha Coal West, Belle Ayr Mine to mine coal.

The only issue we see would be that coming from the mined ground to the undisturbed ground, there could be a possibility of the mined ground settling under the road (where the two meet).

We recommend that Alpha Coal West, Belle Ayr Mine be permitted to proceed with the Bishop Road relocation.

Dated this 28th day of January, 2014.



Roy Edwards



Kevin Geis

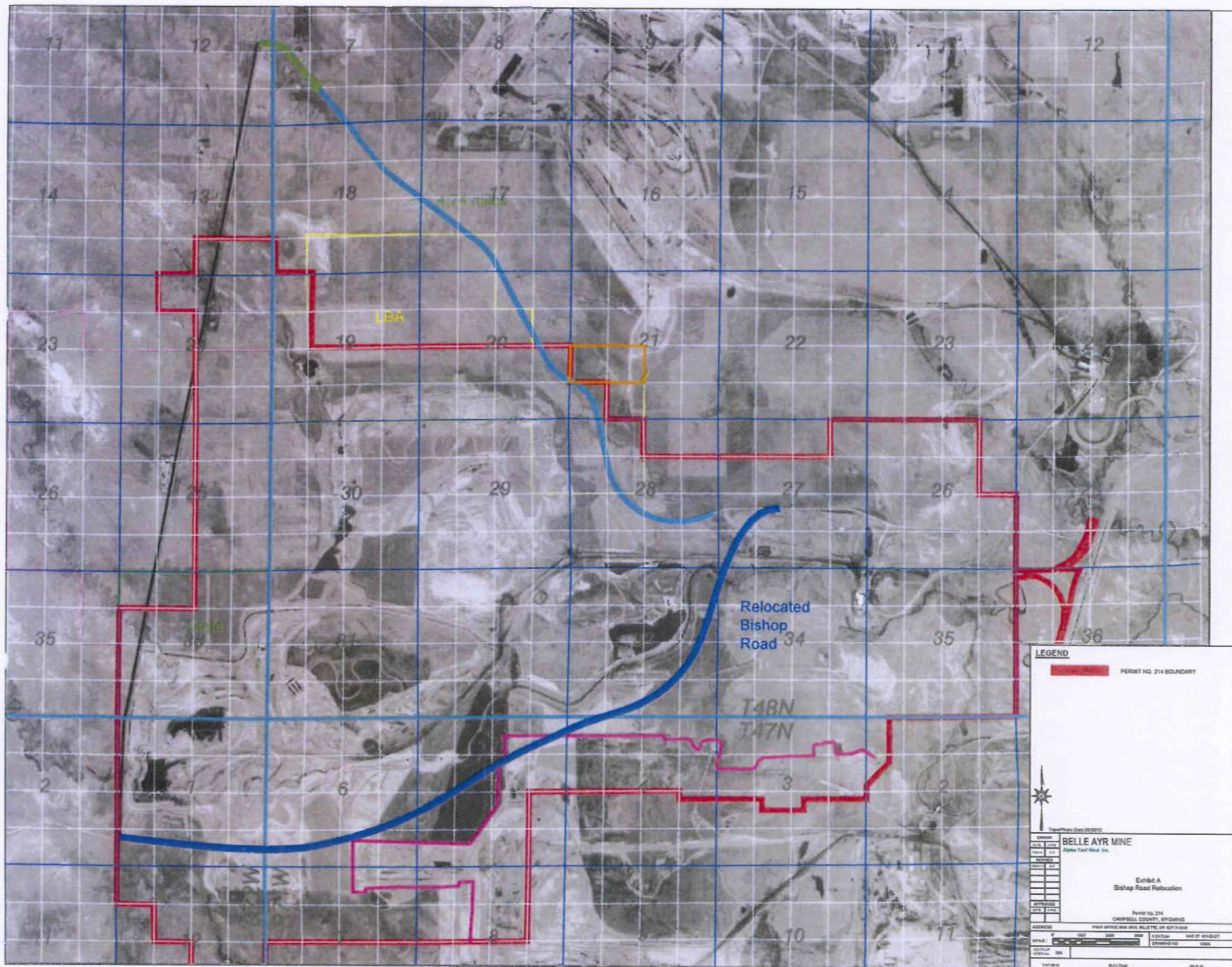


Exhibit 4:
Resolution #1829 – June 2014

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING

In the Matter of the Alteration
Of the Bishop Road

Resolution No. 1829

**FINAL ORDER APPROVING THE ALTERATION AND PARTIAL VACATION
OF THE BISHOP ROAD AND CREATION OF "CABALLO COURT"**

THIS MATTER came before the Board of Campbell County Commissioners for hearing on May 6, 2014, to hear testimony and consider information for and against the proposed alteration and vacation of a portion of the Bishop Road following receipt of the report of the Appraisers.

After hearing testimony and other evidence presented, the Board finds and concludes as follows:

1. A petition for the alteration and vacation of a portion of the Bishop Road was filed in September of 2013 initiated by Alpha Coal West and signed by at least five electors of the county residing within 25 miles of the proposed road action.

2. Roy Edwards and Kevin Geis were appointed as viewers to examine into the expediency of the proposed road action and prepared a report of their findings dated January 28, 2014, generally approving the proposed alteration and vacation of the Bishop Road as requested.

3. Notice of the proposed action was published in the Gillette News Record on February 11, 18 and 25 of 2014, and was sent by certified mail to all those identified as being affected advising that objections and claims for damages may be filed with the County Clerk until 5:00 p.m., March 14, 2014.

4. The Office of the County Clerk timely received five pieces of correspondence in response to the notice; three of which claimed specified monetary damages.

5. Three appraisers were appointed to evaluate the claims and provided a report of recommendation to the Board dated April 14, 2014.

IT IS HEREBY ORDERED as follows:

1. The Bishop Road is altered as set forth below:

A. Vacation of a Portion of the Bishop County Road

Beginning at its intersection with Wyoming State

Highway 59 and traveling in an easterly direction for an

approximate one-half mile to a point in Township 48
North, Range 71 West, NESW of Section 7.

B. Alteration of a Portion of the Bishop County Road

Beginning at a point on Wyoming State Highway 59
approximately 300 feet south of mile post marker 97 and
directly across from the intersection of Wyoming State
Highway 59 and Hoe Creek Road and traveling in an
easterly direction to the current Bishop Road in
Township 48 North, Range 71 West, NESW of Section
27.

2. The unaltered portions of the Bishop Road shall continue to be a county road.

3. The section of Bishop Road commencing at Highway 59 and traveling approximately one half mile in an east/southeasterly direction to a point located in Township 48 North, Range 71 West, of the NESW of Section 27 shall be known as "Caballo Court".

4. Alpha Coal West shall compensate Campbell County a lump sum payment of Twelve Thousand Five Hundred Dollars (\$12,500) for payment of construction of a cul de sac and maintenance costs for an approximate five year period of time.

5. Alpha Coal West shall pay damages as follows:

- a. Kenneth and Angela Bertalot – One Thousand Dollars (\$1,000)
2860 Bishop Road
Gillette, WY 82718
- b. Dusty Bertalot – One Thousand Dollars (\$1,000.00)
2860 Bishop Road
Gillette, WY 82718
- c. Cody Bertalot – One Thousand Dollars (\$1,000.00)
2860 Bishop Road
Gillette, WY 82718
- d. Steve Johnson – One Thousand Dollars (\$1,000.00)
2868 Bishop Road
Gillette, WY 82718

6. Alpha Coal West shall be responsible for all costs and expenses for the construction of the altered portion of Bishop Road and shall **enter into an agreement** with Campbell County agreeing to be responsible for all construction costs including a provision that all work performed will be warranted for a period of five (5) years.

7. Alpha Coal West shall reimburse Campbell County for all costs incurred in this matter.

8. Alpha Coal West shall **reach agreement** with **Cloud Peak Energy** regarding the existing power line owned by Cloud Peak Energy.

9. All asphalt from the vacated portion of Bishop Road shall become property of Campbell County.

IT IS FURTHER ORDERED that once the alteration of Bishop Road is complete and all conditions are met, an accurate survey of the altered road shall be made and a plat shall be recorded in the office of the county clerk and the road shall be opened for the public use and enjoyment.

Dated this 3rd day of June, 2014.

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

Mark A. Christensen
Mark Christensen, Chairman

Susan Saunders
Susan Saunders
Campbell County Clerk

Exhibit 5:

Campbell County Correspondence to Alpha Coal West – December 2014

DEPARTMENT OF PUBLIC WORKS

500 South Gillette Avenue
Suite 1500
Gillette, Wyoming 82716
307-685-8061
307-687-6468 Fax



Kevin C. King, P.E., Director

Building
307-682-1970
307-687-6468 Fax

Engineering
307-685-8061
307-687-6468 Fax

Planning & Zoning
307-685-8061
307-687-6468 Fax

Facilities Maintenance
307-685-8061
307-687-6468

Solid Waste/Recycling
307-682-9499
307-686-5156 Fax

Surveying
307-685-8061
307-687-6468 Fax

MEMORANDUM

TO: CJ Fisk

FROM: *By* Phillip Giffin

DATE: 12-16-2014

SUBJECT: Bishop Road Relocation (Resolution 1829)

On Wednesday, December 10, 2014 you and HDR representatives advised your company does not intend to pursue construction of this road relocation in 2015; however you anticipate construction will occur in 2016. You advised that the horizontal alignment of this road relocation is complete and that you are pursuing approval of the Bridge design with WYDOT's Bridge program. We discussed the timing of the preliminary bridge layout approval by WYDOT's Bridge program and completion of grading plans for this roadway. At the meeting you asked what needed to be accomplished in the near future for this project by you company. Please see the following listing I have developed upon review of Resolution 1829 and discussion with county staff.

- Please advise what your decision is as to whether you intend to pursue preliminary approval on the bridge layout by WYDOT's Bridge program or completion of grading plans first. Of course your continued communication with this office will also be appreciated.
- Pursue immediately the payment of \$12,500 to Campbell County through coordination with County Attorney's Office to insure this requirement of Resolution 1829 has been accomplished.
- Pursue immediately the \$1,000 payments to the four parties named in Resolution 1829 through coordination with County Attorney's Office.
- Enter into the agreement with Campbell County for construction costs and a five year warranty period called out by resolution 1829. Public Works staff will initiate this process with other County Departments and forward this agreement for your company's execution.
- Pursue immediately an agreement with Cloud Peak on the power line issue per Resolution 1829 and provide documentation to the County Attorney's Office.
- Provide a legal description of the altered location so an Amended Resolution 1829 can clarify the specific altered location along with another needed clarification of vacated and unaltered limits.

Campbell County looks forward to your timely action.

Exhibit 6:

Checks for damages and payment for the cul-de-sac – April 2015

County and Prosecuting Attorney's Office

*Campbell County, Wyoming
500 South Gillette Avenue, Suite B200
Gillette, Wyoming 82716
(307) 682-4310
FAX: (307) 687-6441*

COUNTY ATTORNEY
Ron Wirthwein

DEPUTY ATTORNEYS
Carol J. Seeger
Charlene R. Edwards
Brooke K. Undeberg
Dan E. Reade
Nathan Henkes
Glen Assny
Jenai Stone
Cameron Geeting
Kyle Ferris
Angela Dougherty

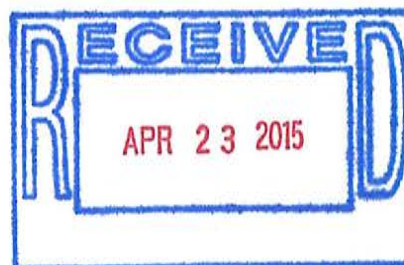
April 20, 2015

Kenneth & Angela Bertalot
2860 Bishop Road
Gillette, WY 82718

Dusty Bertalot
2860 Bishop Road
Gillette, WY 82718

Cody Bertalot
2860 Bishop Road
Gillette, WY 82718

Steve Johnson
2868 Bishop Road
Gillette, WY 82718



RE: Bishop Road Petition/Resolution No. 1829

Dear Friends:

Enclosed please find a copy of Resolution No. 1829 and a check in the amount of \$1,000 issued to each of you by Alpha Coal West pursuant to the enclosed resolution.

As you recall, the enclosed \$1,000 is a damage payment ordered by the Board of Campbell County Commissioners for damages determined to be suffered by you as a result of the alteration of the Bishop Road approved in Resolution No. 1829.

Should you have questions, please feel free to contact me.

Sincerely,

Carol Seeger
Deputy Campbell County Attorney

Enc.

Cc: Robert Palmer
Kendra Anderson
Kevin King
C J Fisk



Alpha Natural Resources

**ALPHA NATURAL RESOURCES
SERVICESLLC**
PO BOX 2345
ABINGDON, VA 24212

70-2328
719

26187

DATE 13-Apr-2015

PAY EXACTLY****Twelve Thousand Five Hundred Dollars And Zero Cents****

VOID AFTER 180 DAYS

\$ *****12,500.00

**PAY TO THE ORDER
OF**

CAMPBELL COUNTY
BOARD OF COMMISSIONERS
500 SOUTH GILLETTE AVE STE 1500
GILLETTE, WY 82716
United States

Bank Of America

AUTHORIZED SIGNATURE



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

**ALPHA NATURAL RESOURCES SERVICESLLC**

For and on behalf of its affiliates:

PO BOX 2345
ABINGDON, VA 24212



Alpha Natural Resources

Page 1 of 1

CAMPBELL COUNTY
BOARD OF COMMISSIONERS
500 SOUTH GILLETTE AVE STE 1500
GILLETTE, WY 82716
United States

R6

Check No. **26187**
Check Date **13-Apr-2015**
Check Amount **12,500.00**
Vendor no **10094**

For and on Behalf Of:

Invoice Date	Invoice No/PO No	Affiliate Name/Comments	Discount	Net Amount
09-Apr-15	REQ040915/	Belle Ayr Mine/ PAYMENT OF CONSTRUCTION	0.00	12,500.00
TOTAL			0.00	12,500.00

16010

ALPHA COAL WEST, INC.

P.O. BOX 3039
GILLETTE, WY 82717-3039
307-687-3400



Box 3002
Gillette, WY 82717-3002

99-105-1023

Check Fraud
Protection for Business

April 9, 2015

PAY TO THE
ORDER OF Steve Johnson

\$1,000.00

One Thousand and NO/100*****

DOLLARS

MEMO



Tommy K. Gray
AUTHORIZED SIGNATURE

ALPHA COAL WEST, INC.

16010

Bishop Road Alteration damage payment per CC Resolution #1829

Steve Johnson
2868 Bishop Road
Gillette, WY 82718

-
-
-

Bishop Road Alteration damage payment per CC Resolution #1829

ALPHA COAL WEST, INC.

Date
04/09/15

Remit TO
Steve Johnson

Total \$ 1,000.00
\$1000.00 2037.00000.552150.000

16010

16011

ALPHA COAL WEST, INC.P.O. BOX 3039
GILLETTE, WY 82717-3039
307-687-3400Box 3002
Gillette, WY 82717-3002(E) EZShield® Check Fraud
Protection for Business

99-105-1023

April 9, 2015

PAY TO THE
ORDER OF Dusty Bertalot

\$1,000.00

One Thousand and NO/100*****

DOLLARS

MEMO


AUTHORIZED SIGNATURE

Security features. Details on back.

ALPHA COAL WEST, INC.

16011

Bishop Road Alteration damage payment per CC Resolution #1829

Dusty Bertalot
2860 Bishop Road
Gillette, WY 82718
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-
-

Bishop Road Alteration damage payment per CC Resolution #1829

ALPHA COAL WEST, INC.

16011

Date
04/09/15Remit TO
Dusty BertalotTotal \$ 1,000.00
\$1000.00 2037.00000.552150.000

16012

ALPHA COAL WEST, INC.P.O. BOX 3039
GILLETTE, WY 82717-3039
307-687-3400Box 3002
Gillette, WY 82717-3002

99-105-1023

EFT/ACH® Check Fraud
Protection for Business

April 9, 2015

PAY TO THE
ORDER OF Kenneth and Angela Bertalot

\$1,000.00

One Thousand and NO/100*****

DOLLARS

MEMO


AUTHORIZED SIGNATURE**ALPHA COAL WEST, INC.**

16012

Bishop Road Alteration damage payment per CC Resolution #1829

Kenneth and Angela Bertalot
2860 Bishop Road
Gillette, WY 82718
-
-
-

Bishop Road Alteration damage payment per CC Resolution #1829

ALPHA COAL WEST, INC.Date
04/09/15Remit TO Total \$ 1,000.00
Kenneth and Angela Bertalot \$1000.00 2037.00000.552150.000

16012

ALPHA COAL WEST, INC.

P.O. BOX 3039
GILLETTE, WY 82717-3039
307-687-3400



Box 3002
Gillette, WY 82717-3002

99-105-1023

ESSENTIAL Check Fraud
Protection for Business

16013

April 9, 2015

PAY TO THE
ORDER OF Cody Bertalot

\$ 1,000.00

One Thousand and NO/100*****

DOLLARS

MEMO



Jeremy K. Gray
AUTHORIZED SIGNATURE

ALPHA COAL WEST, INC.

16013

Bishop Road Alteration damage payment per CC Resolution #1829

Cody Bertalot
2860 Bishop Road
Gillette, WY 82718

-
-
-

Bishop Road Alteration damage payment per CC Resolution #1829

ALPHA COAL WEST, INC.

Date
04/09/15

Remit TO
Cody Bertalot

Total \$ 1,000.00
\$1000.00 2037.00000.552150.000

16013

Exhibit 7:
Resolution #1954 – August 2017

County and Prosecuting Attorney's Office

Campbell County, Wyoming
500 South Gillette Avenue, Suite B200
Gillette, Wyoming 82716
(307) 682-4310
FAX: (307) 687-6441

COUNTY ATTORNEY
Ron Wirthwein

CHIEF DEPUTY ATTORNEY
Nathan Henkes



DEPUTY ATTORNEYS
Carol J. Seeger
Charlene R. Edwards
Brooke K. Undeberg
Daniel E. Reade
Glen M. Asay
Jeani L. Stone
Jonah Buckley
Kyle Ferris
Angela Dougherty

August 17, 2017

Kenneth & Angela Bertalot
2860 Bishop Road
Gillette, WY 82718

Cody Bertalot
2860 Bishop Road
Gillette, WY 82718

Cloud Peak Energy
505 S. Gillette Ave.
Gillette, WY 82716

Dusty Bertalot
2860 Bishop Road
Gillette, WY 82718

Steve Johnson
2868 Bishop Road
Gillette, WY 82718

Contura
P.O. Box 3039
Gillette, WY 82717

RE: Partial Vacation and Alteration of Bishop Road

Enclosed please find a copy of Resolution No. 1954 adopted by the Board of County Commissioners on August 1, 2017. You are receiving a copy of this resolution because you were and affected party in the original order or are now potentially affected by this action.

I believe the resolution is self-explanatory but if you have any questions regarding this matter, please feel free to contact me.

Sincerely,

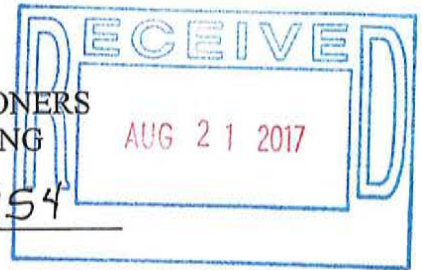
Carol Seeger
Deputy Campbell County Attorney

Enc.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING

In the Matter of the Alteration
Of the Bishop Road

Resolution No. 1954



**VACATION OF FINAL ORDER APPROVING THE ALTERATION AND PARTIAL
VACATION
OF THE BISHOP ROAD AND CREATION OF "CABALLO COURT"**

THIS MATTER originally came before the Board of Campbell County Commissioners for hearing on May 6, 2014, to hear testimony and consider information for and against the proposed alteration and vacation of a portion of the Bishop Road following receipt of the report of the Appraisers.

After hearing testimony and other evidence presented, the Board approved the petition for the alteration and vacation of a portion of the Bishop Road subject to certain terms and conditions.

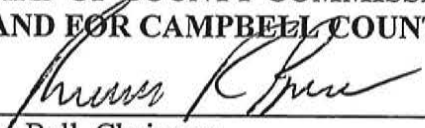
More than three years have elapsed since the order approving the alteration and vacation of a portion of the Bishop road was entered. Conditions remain to be completed and no construction for the alteration of the road has taken place. The original road action was initiated by and done at the request of Alpha Coal West who has since entry of this order filed for bankruptcy and transferred its assets located in Campbell County and has not notified the county regarding its intentions regarding completion of the project and conditions authorized in the order.

Given the length of time that has passed since entry of the order, transfer of ownership of assets located near the affected area and potential for significantly changed conditions;

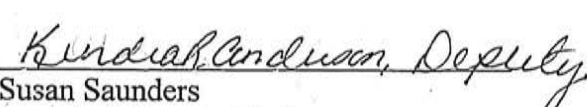
IT IS HEREBY ORDERED that the order entered on June 3, 2014, authorizing the alteration and partial vacation of the Bishop Road is vacated.

Dated this 1st day of August, 2017.

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



Rusty Bell, Chairman



Susan Saunders
Campbell County Clerk

Exhibit 8:
PEM Intersection Letter to WYDOT – March 2022



March 11, 2022

Wyoming Department of Transportation
District 4
Josh Jundt
3540 E Warlow Drive
Gillette, WY 82716

RE: New Bishop Road and Highway 59 Intersection

Mr. Jundt~

Bishop Road is currently being designed for a relocation to allow for continued mining operation at the Belle Ayr Mine. Currently the plan is to design and build the relocation by the end of construction season 2023. This letter is to request that the intersection of Bishop Road with Highway 59 South be incorporated with WYDOTs current passing lane expansion located at approximately 9951 South Hwy 59 going north to approximately 10167 South Hwy 59 that is scheduled to be constructed this year. This will minimize impacts to the public and retrofitting the new construction next year for the intersection. In discussions with the Campbell County Public Works and Road and Bridge. They would like Bishop Road to be a three-lane approach with truck friendly radius and tappers that will either have a center turn lane or a free right turn on to Highway 59. I have attached a map with the approximate location of the intersection with Highway 59 for your reference. Please let me know if you have any question.

Thank you,

CJ Fisk

Land Manager

Eagle Specialty Materials, LLC

Cc: Matt Olsen, Kevin Geis, and Mike Oakley (via email)

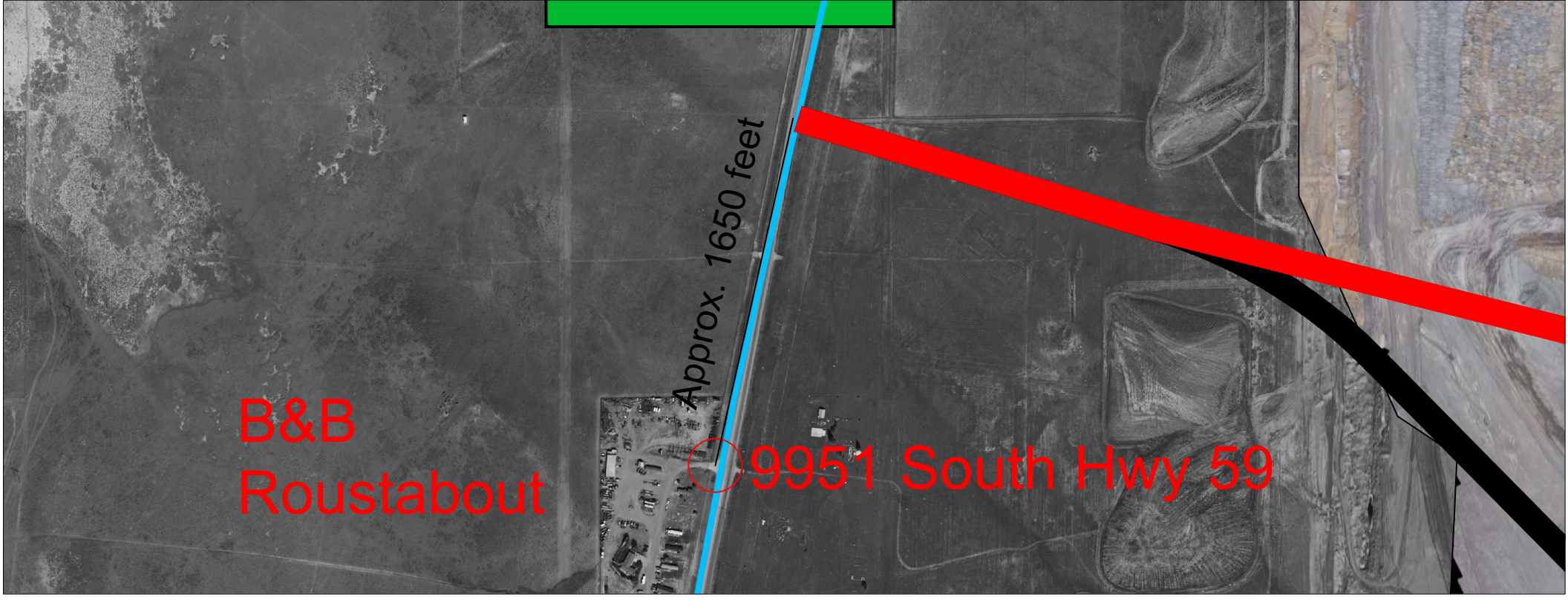


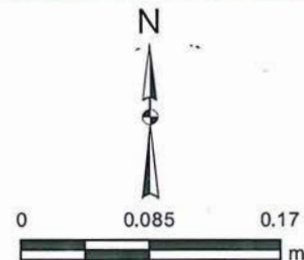
Exhibit 9:
Caballo Ct



CABALLO CT.



Date: 4/25/2022
Time: 4:27:51 PM



CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

500 S. Gillette Ave. Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

Exhibit 10:
Long Term Maintenance Agreement Template

LONG TERM MAINTENANCE AGREEMENT TEMPLATE

<Name of Road> MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between Campbell County, Wyoming, by and through its Board of County Commissioners, 500 S. Gillette Avenue, Gillette, Wyoming 82716, and <Petitioner> (“Shortened Name”) of <Address> ;

WHEREAS, <Petitioner Name> requested the Board of Campbell County Commissioners to initiate the procedure to relocate and alter a portion of the <Road Name> in order to accommodate <Petitioners Name> mine permitting and coal mining activities; and,

WHEREAS, Campbell County Commissioners initiated the procedure and determined that the public interest was served by the requested relocation and accordingly, adopted Resolution No. <Insert Res. #>for relocating and altering a portion of the <Road Name>; and,

WHEREAS, the order authorizing the requested relocation was conditioned upon <Petitioner Name> being responsible for, and paying all costs associated with, the construction and reclamation of the vacated and altered portions of <Road Name> County Road, and for all maintenance of the relocated and altered portion of the <Road Name> County Road with the exception of routine maintenance as recommended in the viewer’s report dated <Insert Date>.

NOW THEREFORE, in consideration of the mutual promises set forth herein:

1. <Petitioner Name> shall be responsible for all major maintenance for the relocated and altered portions of the <Road Name> County Road covering approximately <Insert miles of road> miles, as described on the attached Figure 1 (such portions of the <Insert Road Name> County Road, the “Altered <Insert Road Name> County Road”), for the time period set forth in this agreement.

“Major maintenance” shall be all maintenance other than the following activities which shall be described as “routine maintenance” which shall be the responsibility of Campbell County, Wyoming; striping, crack-sealing, chip-sealing, minor patching, delineation replacement, drainage related maintenance, shoulder work, snow plowing and sanding. All other maintenance, construction and/or repair items shall be the responsibility of <Petitioner Name> for the time period set forth in this agreement.

2. The Altered <Insert Road Name> County Road shall be constructed in accordance with the approval of the Campbell County Department of Public Works. Upon completion of the road, and acceptance of the adequacy of its construction by the Department of Public Works, the provisions set forth herein for the maintenance of the road shall become effective and shall continue on for a period of five (5) years from the date of acceptance and approval of the Altered <Insert Road Name> County Road. After the end of such five (5) year period, all obligations with respect to the Altered <insert Road Name> County Road, including but not limited to inspection and maintenance, shall be the sole responsibility of Campbell County, Wyoming and

<Petitioner Name> shall have no further obligations with respect to the Altered <Insert Road Name> County Road.

3. Both parties to this agreement shall endeavor to regularly inspect the road as necessary to identify maintenance issues with the regard to the Altered <Insert Road Name> County Road. In the event a major maintenance item is identified by Campbell County requiring attention, <Petitioner Name> shall take necessary steps to correct the issue upon a time table approved by, and as directed through, the Campbell County Department of Public Works. Notwithstanding anything to the contrary herein, after the end of the five (5) year period referenced in paragraph 2 above, all obligations with respect to the Altered <Insert Road Name> County Road, including but not limited to, inspection and maintenance, shall be the sole responsibility of Campbell County, Wyoming and <Petitioner Name> shall have no further obligations with respect to the Altered <Insert Road Name> County Road.

4. Should <Petitioner Name> fail to perform as set out under the terms of this agreement, Campbell County may undertake to perform the major maintenance, however, <Petitioner Name> will be liable for payment of all charges associated with the actions taken by Campbell County, including any required labor, materials and cost of enforcement of this provision.

5. This document and the proceedings established under the authorization of Resolution No. <Insert Res. #> contain the entire agreement and understanding of the parties pertaining to this matter. Any changes or amendments which may be desired must be done by agreement of the parties as evidenced in writing and signed by both signifying their approval.

DATED this ____ day of _____, 20 .

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

<Name>, Chairman

ATTEST:

<Name>
Campbell County Clerk

<Petitioner Name>

<Name>, Title

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing document was acknowledged before me by <Name> as <Title> for
<Petitioner> on this _____day of _____, 20

Notary Public

My commission expires: _____

The following page(s) contain the backup material for Agenda Item: [10:30 Final Order - Alteration and Vacation of Bishop Road](#)

*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.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING**

In the Matter of the Alteration and Vacation of Portions
of Bishop Road and the Creation of Caballo Court

Resolution No. 3022

**FINAL ORDER APPROVING THE ALTERATION AND VACATION OF
PORTIONS OF BISHOP ROAD AND THE CREATION OF CABALLO COURT**

WHEREAS, the Board of County Commissioners is authorized by W.S. §24-3-101 to establish, vacate or alter a county highway by petition signed by five (5) or more electors of the county residing within 25 miles of the road proposed to be establish, altered or vacated, and;

WHEREAS, a petition dated December 10, 2021, initiated by Eagle Specialty Materials, LLC, dba Prairie Eagle Mining (PEM) was received by the Board with said petition containing the requisite signatures as confirmed by the Campbell County Clerk, and;

WHEREAS, viewers were appointed to examine the expediency of the proposed road action with a report submitted by the duly appointed viewers dated December 21, 2021, wherein the viewers generally recommended proceeding with the proposed road action provided certain conditions were met as further set forth below, and

WHEREAS, notice of the proposed road action was given in accordance with law by publication in a newspaper of general circulation within the county on May 28th and June 4th of 2022 and by certified mail to all those owning lands or claiming any interest in the lands affected by the proposed action with the notice inviting all those with claims for damages or objections to the proposed alteration to submit them to the Campbell County Commission by Noon on June 17, 2022, and;

WHEREAS, no objections or claims for damages were received;

NOW, THEREFORE, BE IT RESOLVED that the public interest is served by the proposed road action. The county roads identified as the Bishop Road are hereby approved for alteration and vacation with the herein as follows:

Bishop Road Alteration

Commencing at the Southeast Corner of Section 28 of T48N R71W; thence N 33°22'56"W a distance of 1889.54 feet to the Point of Beginning of the proposed Bishop Road centerline alignment; thence S 73°41'33" W a distance of 78.32 feet to the beginning of curve; thence along a curve turning to the right with an arc length of 2269.95 feet, with a radius of 5210.00 feet, with a chord bearing of S 86°10'27" W, with a chord distance of 2252.04 feet; thence N 81°20'39" W a distance of 2744.19 feet to the beginning of a curve; thence along a curve turning to the left with an arc length of 1000.06 feet, with a radius of 5210.00 feet, with a chord bearing of N 86°50'36" W, with a chord distance of 998.53 feet; thence S 87°39'28" W a distance of 1008.36 feet to the beginning of a curve; thence along a curve turning to the right with an arc length of 3879.81 feet, with a radius of 7030.00 feet, with a chord bearing of N 76°31'54" W, with a chord distance of 3830.76 feet; thence N 60°43'16" W a distance of 879.66 feet to the beginning of a curve; thence along a curve turning to the left with an arc length of 1732.52 feet, with a radius of 7030.00 feet, with a chord bearing of N 67°46'52" W, with a chord distance of 1728.14 feet; thence N 74°50'29" W a distance of 2882.03 feet to the beginning of a curve; thence along a curve turning to the left with an arc length of 751.81 feet, with a radius of 10300.00 feet, with a chord bearing of N 76°55'57" W, with a chord distance of 751.65 feet; thence N 79°01'25" W a distance of 1433.48 feet to the Point of Termination of the proposed Bishop Road centerline alignment at the intersection of Wyoming State Highway 59, from which the Quarter Corner common to Sections 24 and 25 of T48N R72W bears N 82°49'05" E a distance of 416.50 feet.

Bishop Road Vacation

Beginning at the intersection of State HWY59 located in the Southeast quarter of Section 12, T48N, R72W; thence S 88°29'36" E a distance of 528.51'; thence S 77°32'51" E a distance of 244.90'; thence S 56°19'21" E a distance of 190.46'; thence S 42°07'03" E a distance of 505.84'; thence S 39°18'43" E a distance of 1207.00'; thence S 39°37'28" E a distance of 2268.72'; thence S 39°43'27" E a distance of 1468. 74'; thence S 52°20'02" E a distance of 2920.99'; thence S 52°33'44" E a distance of 1222.44'; thence S 47°08'04" E a distance of 510.22'; thence S 37°21'44" E a distance of 425.50'; thence S 27°44'43" E a

distance of 487.71'; thence S 27°33'44" E a distance of 2149.66'; thence S 29°02'30" E a distance of 1018.50'; thence S 26°45'16" E a distance of 533.88'; thence S 36°05'20" E a distance of 241.40'; thence S 48°24'58" E a distance of 365.29'; thence S 62°20'07" E a distance of 450.16'; thence S 60°22'02" E a distance of 394.53'; thence S 45°59'50" E a distance of 340.14'; thence S 29°28'04" E a distance of 386.57'; thence S 14°22'02" E a distance of 597.64'; thence S 12°30'04" E a distance of 1565.05'; thence S 16°31'17" E a distance of 579.37'; thence S 27°00'24" E a distance of 332.08'; thence S 37°22'52" E a distance of 507.73'; thence S 46°13'56" E a distance of 445.52'; thence S 56°31'02" E a distance of 364.32'; thence S 64°53'44" E a distance of 473.73'; thence S 78°10'18" E a distance of 479.37'; thence N 88°18'58" E a distance of 455.99'; thence N 82°19'11" E a distance of 568.13'; which is the point of ending.

Creation of Caballo Court

Caballo Court will be created by utilizing a portion of the vacated Bishop Road terminating in a cul-de-sac. New addresses for eight (8) properties will be assigned. Beginning at a point of intersection of the Bishop Road centerline and Wyoming State Highway 59 east right of way boundary, located in the NE1/4SE1/4 Section 12, T48N, R72W, of the 6th P.M., Campbell County, Wyoming; thence in an easterly direction along the centerline of the current Bishop Road approximately 0.5 miles to the east boundary of the SW1/4SW1/4 of Section 7, T48N, R71W.

IT IS THEREFORE ORDERED AS FOLLOWS:

The Recommendations of the Viewers are hereby adopted in their entirety as follows:

1. All costs and/or funding alternatives associated with the relocation of a portion of Bishop Road be borne by PEM.
2. A long-term maintenance agreement shall be executed by PEM.
3. The existing sections of Bishop Road to be altered and vacated should remain fully operational until such time that the new section is complete and ready for traffic, and all necessary easements are recorded.
4. During construction and for a defined period afterwards, an unpaved gravel surface may be utilized. The gravel surface will help to mitigate maintenance costs directly after construction when settlement may occur as the road crosses the highwall and runs over mine backfill. The unpaved road section shall be comprised of limestone road base with mag chloride and a chip-seal placed on top.
5. A paving determination will be made by the Board of Commissioners no more than two years after completion of the Bishop Road vacation and alteration. If a determination is made that the road should be paved, all costs will be borne by the mineral extraction companies. A surety bond for paving of the road is recommended. If determined that the road can remain unpaved, the bond would be allowed to expire.
6. The altered Bishop Road shall meet the Major Collector Roadway design standards as outlined in the 2016 Campbell County Road Manual. These standards include requirements for snow storage design. PEM shall contact Campbell County Public Works for information regarding the design and construction requirements for the altered portion of the Bishop Road.
7. In the design of the roadway alterations, PEM shall comply with all MSHA and DEQ requirements pertaining to the proximity of mining operations to the relocated roadways.
8. The new approach from Bishop Road on to State HWY59 shall provide for a free righthand turn lane, or a left-hand turn lane in agreement with WYDOT.
9. PEM shall make provisions for Campbell County Road and Bridge to mill and secure the asphalt paving and base from the vacated portions of the Bishop Road.
10. Caballo Ct. will be created using a portion of the vacated Bishop Road. A total of eight (8) addresses will be changed from Bishop Road to Caballo Court.

IT IS FURTHER ORDERED that in accordance with W.S. §24-3-109 and W.S. §24-3-118, a survey of the alteration shall be made which shall be platted and recorded and kept in the office of the county clerk along with a legal description of the alteration which shall also be recorded and indexed in like manner as if it were a conveyance of the right-of-way from an owner of the county.

Dated this ____ day of July 2022.

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

Del Shelstad, Chairman

ATTEST:

Susan Saunders, County Clerk

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Del Shelstad, as the Chairman of the Board of Campbell County Commissioners, on this ____ day of July, 2022.

Witness my hand and official seal.

Notary Public

My commission expires: