

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DEL SHELSTAD Chairman
RUSTY BELL
BOB MAUL
COLLEEN FABER
DON HAMM

AUGUST 2, 2022

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

CONSENT AGENDA

- A. [Consent Agenda](#)

VOUCHERS

- B. Vouchers

COMMISSION CALENDAR OF EVENTS

- C. Commission Calendar

REGULAR BUSINESS

- | | | |
|----|---|--------------------------------------|
| D. | 9:05 Star Worthy Award | Melissia Kershner |
| E. | 9:10 Board Appointment, Employee Recognition Committee | Melissia Kershner |
| F. | 9:15 Annual STIP Presentation | Wyoming Department of Transportation |
| G. | 9:45 WIC Agreement | Jane Glaser |
| H. | 9:50 District Support Grant, Eight Mile | Clark Melinkovich |
| I. | 9:55 District Support Grant, Small Buttes | Clark Melinkovich |
| J. | 10:00 Bishop Road Cooperative Agreement | Matt Olsen/Kevin Geis |
| K. | 10:05 Board Appointment, Library Board | Chairman Shelstad |
| L. | 10:10 Board Member Removal, Fire Board | Chairman Shelstad |
| M. | 10:15 Retitling of Information Technology Manager Position | Brandy Elder |
| N. | 10:20 Position Reclassifications | Brandy Elder |
| O. | 10:25 Creation & Classification for Maintenance Technician Master of Record | |
| | Brandy Elder | |

PUBLIC COMMENT

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

ADJOURN

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

Consent Agenda

MINUTES

Board of Commissioners Executive Session, July 5, 2022
Board of Commissioners Special Meeting, July 13, 2022
Board of Commissioners Managers Meeting, July 18, 2022
Board of Commissioners Executive Session, July 18, 2022
Board of Commissioners Regular Meeting, July 19, 2022
Board of Commissioners Airport Board Meeting, July 20, 2022

MONTHLY REPORTS

Sheriff's Office – July 2022

PAYROLL PAYMENTS

July 14, 2022

CANCELLATION/REBATE OF TAXES

#2021-81

CORRECTIONS

Open Burning Restriction Resolution – Change Resolution Number from 3022 to 3023.
Order Levying Requisite Taxes – Change dates in first paragraph from June 15, 2021 to June 21, 2022 and June 30, 2022 to June 30, 2023.

CREDIT CARD REQUESTS

Emergency Management – Michael Phipps, Credit Limit \$3,000

LINE ITEM TRANSFERS FY2021-2022

Clerk of District Court

Transfer \$3,350.28 from 100113-62280 Legal and Court Costs to 100113-62520 Jurors and Witness Fees

Transfer \$1,273.15 from 100113-62280 Legal and Court Costs to 100113-62520 Jurors and Witness Fees

Transfer \$803.98 from 100113-62280 Legal and Court Costs to 100113-62520 Jurors and Witness Fees

Juvenile Services

Transfer \$5.84 from 100451-62450 Travel-Employees to 100451-62240 Medical Services

Transfer \$2,200.00 from 100451-62450 Travel-Employees to 100451-62240 Medical Services

Parks & Recreation

Transfer \$2,090.00 from 100776-64000 Supplies to 100776-62200 Assn Dues

Transfer \$125.00 from 100771-62450 Dev Trav Meal Lodg to 100771-64050 Office Computer Supplies

Transfer \$3,900.00 from 100776-65060 Grounds Maint to 100776-62220 Utilities

Transfer \$575.00 from 100772-60200 Part Time Regular to 100772-62220 Utilities

Transfer \$5,910.00 from 100774-60200 Part Time Regular to 100774-62220 Utilities

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Transfer \$1,765.00 from 100778-60200 Part Time Regular to 100778-62220 Utilities
Transfer \$11,376.00 from 100773-60200 Part Time Regular to 100773-62220 Utilities
Transfer \$3,280.00 from 100773-60005 Full Time Regular to 100773-62220 Utilities
Transfer \$100.00 from 100777-60200 Part Time Regular to 100777-62020 Comm/Net Expense
Transfer \$200.00 from 100775-62060 Printing and Forms to 100775-62020 Comm/Net Expense
Transfer \$54,400.00 from 100775-60200 Part Time Regular to 100771-62220 Utilities
Transfer \$21,200.00 from 100776-60005 Full Time Regular to 100771-62220 Utilities
Transfer \$810.00 from 100773-60005 Full Time Regular to 100773-62220 Utilities

Public Works

Transfer \$28,000 from 100083-61500 Insurance Benefits to 100083-62220 Utilities

Sheriff

Transfer \$1,400.00 from 100052-64600 Inmate Supplies to 100052-65080 Building Maintenance
Transfer \$1,100.00 from 100052-64600 Inmate Supplies to 100052-62220 Utilities
Transfer \$25,000.00 100052-62240 from Medical Services/Claims to 100052-62220 Utilities

LINE ITEM TRANSFERS FY2022-2023

Juvenile & Family Drug Court

Transfer \$1,000.00 from 100452-62240 Medical Services/Claims to 100452-62020 Communication/Network Expense

MILL LEVY REPORT 2022

Submission of the 2022 Report of Valuations, Levies and Taxes for Campbell County

POSITION VACANCY JUSTIFICATIONS

Children's Developmental Services – Early Childhood Instructor
Children's Developmental Services – Instructional Assistant
Library – Branch Services Specialist
Public Works/Facilities Maintenance – Maintenance Tech, Senior
Sheriff's Office – Detention Officer (2 Positions)

SCHOLARSHIPS

Approval of Jasmin Mahoney, Raegin Palmer, Caden Randall for the University of Wyoming 2022-2023 County Commissioners Scholarship and approval of up to \$3,000 (\$500 per semester, per student) for scholarships for Hanna Allen, Paige Jaramillo and Nina Shober.

Approval of Alexis Porter for the University of Wyoming 2022-2023 County Commissioners Renewal Scholarship and approval of up to \$6,000 (\$500 per semester, per student) for scholarships for Emily Acord, Jessica Reyes-Castro, Emanuel Diaz, Keeli Marker, Coy Morris and Dezeræe Cortez.

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HAND WARRANTS

IRS – Department of Treasury	\$3,485.46
Wyoming Department of Revenue & Taxation	1,076.44
Campbell County Clerk Tax Account	337,090.66
Campbell County Clerk Tax Account	217.67
Campbell County Treasurer - Landfill Credit Card Account	5,000.00

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

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

Office of County Commissioners
July 13, 2022
Gillette, Wyoming

The Campbell County Board of Commissioners met in special session, Wednesday, July 13, 2022. Commissioner Maul called the meeting to order at 10:00 AM.

Present were Rusty Bell, Bob Maul, Don Hamm, Commissioners, and Susan F. Saunders, County Clerk. Commissioner Colleen Faber and Chairman Del Shelstad were absent from the meeting.

The following consent agenda was presented:

MINUTES

Board of Commissioners Lodging Tax Board Meeting, June 16, 2022

Board of Commissioners Directors Workshop, June 20, 2022

Board of Commissioners Executive Session, June 20, 2022

Board of Commissioners Budget Hearing, June 20, 2022

Board of Commissioners Regular Meeting, June 21, 2022

Board of Commissioners Special Meeting, June 28, 2022

LINE-ITEM TRANSFERS – FY2021-2022

Airport - Transfer \$1,000.00 from 100751-64300 Lubricants to 100751-62100 Avert/Publication/Legal Notices

Clerk - Transfer \$75.00 from 100023-60500 Election Judges to 100023-62000 Postage & Freight; transfer \$10,000.00 from 100023-60500 Election Judges to 100023-63360 Election, Ballot, Coding; transfer \$488.00 from 100023-60100 Full Time – OT to 100023-63360 Election, Ballot, Coding; transfer \$1,070.00 from 100023-62100 Advert/Publication/Legal Notice to 100023-63360 Election, Ballot, Coding; transfer \$1,500.00 from 100023-61400 Retirement to 100023-63360 Election, Ballot, Coding; transfer \$1,000.00 from 100023-60700 Part Time – OT to 100023-63360 Election, Ballot, Coding; transfer \$5,000.00 from 100023-60200 Part Time – Regular to 100023-63360 Election, Ballot, Coding

Extension - Transfer \$100.00 from 100101-65020 Fur/Equip/Repair & Maint. to 100104-63420 Special Event/Program Cost; transfer \$166.00 from 100101-62000 Postage & Freight to 1000105-64150 Gasoline

Public Works - Transfer \$187,500.00 from 310084-67080 FedCapGrantPubWorks to 310084-67280 StateCapGrantPubWorks; transfer \$75,000.00 from 310084-67080 FedCapGrantPubWorks to 310084-67280 StateCapGrantPubWorks; transfer \$187,500.00 from 310084-42540 FedCapGrantPubWorks to 310084-42740 StateCapGrantPubWorks; transfer \$75,000.00 from 310084-42540 FedCapGrantPubWorks to 310084-42740 StateCapGrantPubWorks

LINE-ITEM TRANSFERS FY2022-2023

Information Technology Services - Transfer \$3,630.00 from 100231-68220 Cap Outlay-Computer/Tech Equip to 100231-68240 Cap Outlay-Computer Programs

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

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

Arrow Printing Grap	Supplies/Public Relations/Promotions	\$1,162.00
ATT Childrens Devel	Fed Op Grant HlthWelCult Rec	11.37
ATT Emergency Mgmt	Communication/Network Expense	164.99
Autozone	Supplies	299.99
Basin Radio Network	Public Relations/Promotions	3,396.00
Big Horn Tire	Tires	11,030.24
Bighorn Mtn Radio	Public Relations/Promotions	595.00
Black Hills Enrg Gas	Fed Op Grant HlthWelCult Rec/Utilities	4,902.88
Bomgaars	Supplies /Lubricants	201.43
Box N Ranch Rd Is	1% District Support Grants	3,015.65
Boys Girls Club CC	1% Hum Servrn Sub Ab	13,679.50
Britton, Katrina F.	Professional Services	1,190.00
Brogdon, Crystal	Professional Services	450.00
Buffalo Porta Potty	Vehicle/Equip Repair/Maint	125.00
C B Operations	Vehicle/Equip Repair/Maint	571.34
Carr, Joli A.	Fed Op Grant HlthWelCult Rec	132.81
Carrolls Upholstery	Cap Outlay - Buildings Improv	2,809.00
Cash Wa Distributing	Special Event / Program Cost	1,252.15
Casper Star Tribune	Media/Subscriptions/Periodical	479.99
CC Chamber of Commer	EE Dev Meet Air Meal Lodg	40.00
CC Health Patient	Medical Services/Claims	14,500.00
CC Public Land Brd	CAM-PLEX Operations	418,246.56
CC Sheriffs Office	1% Public School Security	86,276.99
CC Weed Pest	Road Materials	1,175.16
Centurylink Long Dis	Communication/Network Expense	614.43
Centurylink Phone	Communication/Network Expense	190.26
Charter Comm Cable	Media/Subscriptions/Periodical/Network Exp/Utilities	571.94
Christopher F Wilson	Fed Op Grant HlthWelCult Rec	5,802.48
City Gillette Misc	Communication/Network Expense	2,700.00
Climb Wyoming	1% Hum Serv & Extern Sub Ab/Fed Op Grant	20,681.70
CNA Surety	Other Insurance	100.00
Coast Coast Solut	Special Event / Program Cost	518.91
Coca Cola Bottling	Supplies	207.00
Concordance Health	Medical Supplies	146.08
Contractors Supply	Grounds Maintenance	5,217.49
Cummins Sales Svc	Vehicle/Equip Repair/Maint	14,869.86
DLT Solutions	Software Cost (Subs/Maint)	2,465.10
Douglas Budget	Advert/Publication/LegalNotice	450.00
DRU Consulting	Professional Services	1,315.00
Eaton	Tech Hardware Maint Contracts	3,523.00
Edible Prairie Proj	1% Hum Serv & Extern Sub Ab	3,000.00
Edwards, Charlene R.	Assn Dues, Fees and Licensure	70.00
Employment Testing	EE Dev Meet Air Meal Lodg	675.00

Especial Needs	Fed Op Grant HlthWelCult Rec	1,025.25
First Natl Bnk Fair	Special Event / Program Cost	107,560.47
First Natl Bnk Visa	EE Dev/Postage/PC&Network Supplies	11,692.15
Floyds Truck Center	Vehicle/Equip Repair/Maint	501.91
Gillette Abuse Refug	1% Hum Serv & Extern Sub Ab	5,833.21
Gillette College	1% Veteran's Services	225.00
Gillette News Record	Publication/LegalNotice/Periodical/Promo/FedGrant	1,955.08
Gillette Steel	Vehicle/Equip Repair/Maint	44.25
Gillette Winsupply	Professional Services	6,247.32
Grainger	Building Maintenance	303.42
Grimms Pump Industrl	Tools	523.58
Grossenburg Implemnt	Vehicle/Equip Repair/Maint	282.12
Grubb, Amber L.	Fed Op Grant HlthWelCult Rec	38.61
Hansen Wheel Wagon	Collections Exhibits & Acqu	2,418.00
Hawkins	Utilities	20.00
Hayden Center	Fed Op Grant HlthWelCult Rec	5,000.00
Hilton Grdn Inn Cas	Fed Op Grant HlthWelCult Rec	218.00
Hilton Grdn Inn Lara	EE Dev Meet Air Meal Lodg	649.26
Holiday Inn Ex Landr	Fed Op Grant HlthWelCult Rec	239.00
Homax Oil Sales	Gasoline/Lubricants	111,208.98
Home Depot Extension	Supplies	1,753.14
Home Depot Museum	Supplies	228.59
Home Fire Foods	Fed Op Grant HlthWelCult Rec	462.50
Honnen Equipment	Vehicle/Equip Repair/Maint	606.66
IBM Corp	OfficeEquip/Computer/TechLease	35,600.90
Inland Truck Parts	Tools	1,352.71
Jares, Jamie L.	Fed Op Grant HlthWelCult Rec	110.00
Johnson Controls	Building Maintenance	510.00
Kaplan Early Learn	Fed Op Grant HlthWelCult Rec	3,164.59
Kimball Midwest	Vehicle/Equip Repair/Maint	343.64
KSLT KLMP KTPT	Advert/Publication/LegalNotice	300.00
Lakeshore Learning	Fed Op Grant HlthWelCult Rec	2,087.04
Lexisnexis	Postage & Freight	4,552.87
Lindblom, Reba L.	Fed Op Grant HlthWelCult Rec	21.87
Longleaf Services	Merch/Supplies for Resale	425.38
Lowe Roofing	Building Maintenance	817.70
Lubnau Law Office	Legal and Court Costs	5,170.00
Lynns Auto Repair	Vehicle/Equip Repair/Maint	333.05
Menards Airport	Vehicle/Equip Repair/Maint	19.98
Menards Extension	Special Event / Program Cost	409.37
Menards Road Bridge	Supplies	36.60
Menards Sheriff	Miscellaneous Expense	348.30
Michaels Construct	CCJPFB Maintenance	4,250.00
Monsido	Software Cost (Subs/Maint)	4,120.00
Norco	Vehicle/Equip Repair/Maint	303.79
OC Equity	Public Relations/Promotions	8,104.84

ODP Business Solutio	Office/Computer Supplies/Supplies	2,384.62
Overhead Door Co	Building Maintenance	396.06
Paintbrush Services	FenceBridgeFuel Storage Maint	143.00
Papa Johns Pizza	EE Dev Meet Air Meal Lodg	52.88
Park County Commissi	Public Relations/Promotions	1,918.00
Pepsi of Gillette	Supplies	61.20
Personal Frontiers	Fed Op Grant HlthWelCult Rec	4,895.00
Pete Lien Sons	Road Materials	251.25
Peterbilt of Wyoming	Postage & Freight	1,078.29
Phillips, Ashley L.	Professional Services	977.50
Plant Shack	Collections Exhibits & Acqu	305.65
Poole, Amy J.	Fed Op Grant HlthWelCult Rec	88.34
Powder River En Utl	Utilities	1,143.92
Record Supply	Vehicle/Equip Repair/Maint/Lubricants/Misc	337.69
Reportsnow	Software Cost (Subs/Maint)	3,600.00
Riley, Braxton	Professional Services	100.00
Riley, Liberty	Professional Services	100.00
Rocky Mtn Business	OfficeEquip/Computer/TechLease/Supplies	4,191.78
Sams, Micky L.	Communication/Network Expense	1.00
Saracione, Rebecca R	EE Dev Meet Air Meal Lodg	47.97
School Specialty	Fed Op Grant HlthWelCult Rec	343.87
Schurtz, Jessica R.	EE Dev Meet Air Meal Lodg	43.29
Second Chance Minist	1% Hum Serv & Extern Sub Ab	400.97
Servall Uniform	Clothing/Uniforms	383.44
Sheridan Media	Public Relations/Promotions	1,240.00
Shields, Jess	Professional Services	300.00
Siddle, Nick	Professional Services	443.75
Sidwell Company The	Software Cost (Subs/Maint)	5,670.22
Sign Boss	Building Maintenance	123.00
Simpsons Printing	Fed Op Grant HlthWelCult Rec	231.00
Snider, Vicky L	Professional Services	627.50
Source Office Tech	Supplies	56.30
Stout, Tamela	Professional Services	300.00
Summit Fire Protect	Professional Services	217.25
Summit Food Services	Miscellaneous Expense	50.32
Surf N Suds	Medical Supplies	22.26
Sylvestri Custom	Fed Op Grant HlthWelCult Rec	39,400.00
Target Sign Company	Public Relations/Promotions	975.00
Telmate	Miscellaneous Expense	5,552.70
The Grease Barrel	Vehicle/Equip Repair/Maint	82.73
Tyler Tech	Professional Services/Software Cost	158,647.32
Universal Athletic	Clothing/Uniforms	566.00
UW Business Office	Professional Services	19,991.75
Verizon Public Hlth	Communication/Network Expense	251.68
Verizon Sheriff	Communication/Network Expense	4,834.74
Visionary Broadband	Communication/Network Expense	5,723.22

Visitation Advocacy	1% Hum Serv & Extern Sub Ab	9,213.98
Vista Leasing Co	OfficeEquip/Computer/TechLease	2,880.00
Walmart Public Hlth	Medical Supplies	33.90
Walmart Sheriff	Miscellaneous Expense	403.32
Waste Connections	Utilities/Bldg Maint	1,004.63
Water Guy	Professional Services	590.00
Western Stationers	Supplies	640.90
Western Waste Sol	Utilities	385.00
Weston Co Gazette	Advert/Publication/LegalNotice	42.00
Wolf, Alex	Professional Services	313.75
WPS Publish	Fed Op Grant HlthWelCult Rec	244.20
Wright Water Sewer	Utilities	253.00
WY State Vet Lab	Professional Services	36.77
Wyoming Water Sol	Supplies	163.90
Youth Emergency Serv	1% Hum Serv/Fed/StateGrant/Professional Serv	52,512.19
Zacharias, Stephan P	Special Event / Program Cost	416.14
Zimmerman, Eric E.	Professional Services	600.00

Discussion was held on next year's National High School Rodeo.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 10:10 AM. The next regular meeting of the Commissioners will be held Tuesday, July 19, 2022, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
July 18, 2022
Gillette, WY

The Campbell County Board of Commissioners met with the County Managers, Monday, July 18, 2022, at 1:30 PM.

Present were Bob Maul, Del Shelstad, Rusty Bell, Colleen Faber, Don Hamm, Commissioners; Kendra Anderson, Deputy County Clerk; Leslie Perkins, Community and Government Relations Coordinator; Matt Olsen, Public Works Director; Rachael Knust, County Treasurer; Jeff Bender, Fire Chief; Jane Glaser, Public Health Director; Brandy Elder, HR Director; Kevin Geis, Road and Bridge Director; Kelly Wallem, County Attorney Office Manager; Paul Wallem, County Coroner; Dwayne Dillinger, Parks and Recreation Director; Phil Harvey, IT Manager; Bob Tranas, Children's Developmental Services Director; Chad Beeman, Adult Treatment Court Coordinator; Jim Lyon, Juvenile Probation Director; Scott Matheny, County Sheriff; Robert Henning, Museum Director; Bill Beastrom, Facilities Manager; Todd Chatfield, Airport Director; Kim Fry, Extension Director; Cheryl Chitwood, Clerk of District Court; Liz Edwards, Fair Coordinator and Denton Knapp, Commissioners Administrative Director.

Jane Glaser discussed increasing services again at Public Health but still cannot be a walk-in clinic.

Commissioner Bob Maul arrived at the meeting at 3:35 PM.

Liz Edwards provided an update on the 2022 Fair.

Brandy Elder provided updates on the QR code and post cards for job postings, FISH trainings and 360-degree reviews for directors.

Dwayne Dillinger discussed the Wright parks and baseball field maintenance.

Matt Olsen discussed the North Landfill property lease, the Bishop Road MOU and the courthouse remodel and annexation.

Commissioner Bob Maul encouraged everyone to volunteer at the National High School Finals Rodeo.

The Board recessed until 2:25 PM.

Colleen Faber moved to convene into executive session to discuss pending litigation. Commission Bell seconded the motion. All Voted – Aye. Carried.

The Board reconvened into the Directors Workshop at 5:00 PM.

There being no further business to come before the Commissioners, the meeting was adjourned at 5:00 PM.

Kendra Anderson, Deputy Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
July 19, 2022
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, July 19, 2022. Chairman Shelstad called the meeting to order at 9:00 AM. Pastor Ed Sisti led in prayer and Chairman Shelstad led the Pledge of Allegiance.

Present were Del Shelstad, Rusty Bell, Bob Maul, Don Hamm, Colleen Faber, Commissioners; Kendra Anderson, Deputy County Clerk; Denton Knapp, Commissioners Administrative Director and Mitch Damsky, County Attorney.

Chairman Shelstad encouraged everyone to volunteer at the National High School Rodeo.

The following consent agenda was presented:

MINUTES

Board of Commissioners Directors Workshop, July 5, 2022

Board of Commissioners Regular Meeting, July 6, 2022

MONTHLY REPORTS

Clerk of District Court – June 2022

County Clerk – June 2022

PAYROLL PAYMENTS

June 25, 2022

BUDGET REQUESTS TRANSFER

CLIMB Wyoming – Transfer \$750.00 from Tuition to Salary

CANCELLATION/REBATE OF TAXES

#2021-79, 2021-79, 2021-82

BOARD APPOINTMENTS – EXPIRATION TERM CORRECTION

Corrections Board is a four year term: Correct term expiration for Nathan Henkes, Chuck Deaton and Thomas O’Neal from June 30, 2025 to June 30, 2026.

CAPITAL REQUEST

Parks & Recreation – To purchase a refurbished blade sharpener to sharpen blades used at Spirit Hall in the amount of \$4,800; transfer funds from 100772-64000 Supplies to 100772-68200 Capital Outlay-Equipment.

LINE ITEM TRANSFERS

Parks & Recreation

Transfer \$39,000.00 from 100771-68200 Capital Outlay-Equipment to 100775-68200 Capital Outlay-Equipment

POSITION VACANCY JUSTIFICATIONS

Airport – Airport Operations Tech I

ITS – System Support Analyst

Public Works – Solid Waste

Treasurer’s Office – Deputy County Treasurer I

HAND WARRANTS

WAG – Criminal Investigation \$30.00

Campbell County Clerk Tax Account 277,971.54

Campco Federal Credit Union	150.00
Campbell County Treasurer – FLX/HSA	38,997.61
Great West Trust Company	29,100.00
Sheridan County Circuit Court	290.00
Wyoming Child Support	1,540.30

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

Commissioner Maul presented the Commissioners upcoming calendar of events.

Commissioner Bell moved to approve the Memorandum of Understanding between the Wyoming Department of Health, Public Health Division and Campbell County to provide home visitation services, Children’s Special Health services, and Maternal and Child Health (MCH) services in the amount not to exceed \$161,000 for the period of July 1, 2022 to June 30, 2024, as presented. Commissioner Hamm seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve the grant agreement between the Wyoming Department of Health, Public Health Division and Campbell County in the amount not to exceed \$514,362 for the period July 1, 2022 to June 30, 2024, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the approve the Open Burning Restriction, Resolution Number 3022, effective immediately. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Clark Melinkovich provided information on the South Campbell County Arterial Roads Reconstruction.

Commissioner Hamm moved to concur with the selection of the Barlow Road Bridge, County Road 20, by the Wyoming Department of Transportation and approve the Federal Bipartisan Infrastructure Law (BIL) to fund the bridge replacement, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to accept the resignation of Chad Trebby from the Corrections Board and appoint Susan Surge representing Gillette College to serve an unexpired four year term, ending June 30, 2024. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to approve the sole source purchase from the Sheriff’s Office to purchase twenty Motorola radios for the Detention Center from Com Tech, Communication Technologies, in the amount of \$73,488.36, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Public comment was provided.

There being no further business to come before the Commissioners the meeting was adjourned at 10:00 AM. The next regular meeting of the Commissioners will be held Tuesday, August 2, 2022, at 9:00 AM, in the Commissioners Chambers in the Courthouse.

Kendra Anderson, Deputy County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

In accordance with W.S. 18-3-516(f) the required County Notices of Publication are available on the County's Website at: www.ccgov.net

Office of County Commissioners
July 20, 2022
Gillette, WY

The Campbell County Board of Commissioners attended the Airport Board Meeting, Wednesday, July 20, 2022, at 4:00 PM.

Present were Del Shelstad, Bob Maul, Don Hamm, Commissioners; Kendra Anderson, Deputy County Clerk; Denton Knapp, Commissioners Administrative Director and members of the Airport Board. Commissioners Rusty Bell and Colleen Faber were absent from the meeting.

An update was provided on the FBO Terminal construction and on SkyWest filing for the Part 135 Charter Certificate.

Todd Chatfield thanked the Board and Clerk's Office for the work on the FY 22-23 budget.

There being no further business to come before the Board, the Commissioners left the meeting at 4:15 PM.

Kendra Anderson, Deputy Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

SHERIFF'S OFFICE
MONTHLY STATEMENT
JULY 2022

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

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

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The State of Wyoming } ss.
County of Campbell }

This instrument was filed
on the____ day of____
20____

County Clerk

By_____
Deputy

MONTHLY SHERIFF'S STATEMENT

Statement of the collections of **Scott Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **June 30th, 2022** and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

1000-20-050-051-0000-42280	LAW ENFORCEMENT FORFEITURES		
1000-20-050-051-0000-43115	E-911 FEES		
1000-20-050-051-0000-43190	MISC FEES	\$	6,901.25
1000-20-050-051-0000-43820	REIMBURSEMENT INCOME	\$	1,764.71
1000-20-050-051-0000-46000	MISCELLANEOUS		
1000-20-050-051-0000-49010	TRANSFERS IN FROM 1%		
1000-20-050-052-0000-43190	MISC FEES		
1000-20-050-052-0000-43820	REIMBURSEMENT INCOME	\$	20,965.12
1000-20-050-052-0000-46000	MISCELLANEOUS		
1000-20-050-053-0000-43090	SHERIFF 24/7 PROGRAM FEES		
1800-20-050-051-0000-43115	E-911 FEES		
3600-20-050-052-0000-43670	RESALE ITEMS		
3600-20-050-052-0000-43680	CONCESSIONS/REVENUE/REIMB	\$	11,588.63
	COUNTY TREASURY DEPOSIT:	\$	41,219.71

ATTORNEY GENERAL'S OFFICE	SEX OFFENDER REGISTRATION FEES	\$	329.00
TOW COMPANIES	TOWING FEES	\$	95.00
CIRCUIT/DISTRICT COURTS	EXECUTIONS		
VARIOUS LAW FIRMS	FORECLOSURE SALES	\$	156,001.00
VARIOUS OUTSIDE ENTITIES	FORECLOSURE REDEMPTIONS		
	INTERMEDIARY FUNDS:	\$	156,425.00

TOTAL: \$ **197,644.71**

STATE OF WYOMING

§

COUNTY OF CAMPBELL

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

WITNESS my hand and seal this 18th day of July, 2022.



Sheriff of Campbell County

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

July 14, 2022

_____, _____

_____, _____

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

Member

Member

Member

Member

Chairman

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-81

NAME: JW PHOTO & DESIGN

NOTICE ISSUED FOR:

NOVC#

OTHER: NO BUSINESS

☒ PARTIAL
☐ REBATE
☒ CANCELLATION

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# 30062155

DISTRICT NO. 0100

ASSESSED VALUATION: 238

AMOUNT:\$ 14.33

 COUNTY ASSESSOR

APPROVED: ☐

DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Cancellation # 2021-81

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	
0100	0P0062155	P0062155	33330006215500	Real Estate Value	0
				Improvements/Buildings Value	0
				Personal Property Value	475
				Total Valuation	475
				Mill Levy	60.225
				General Taxes	28.61
				Special Taxes	0.00
				Total Tax	\$28.61
				First Installment	\$14.31
				Delinquent after November 10, 2021	
				Second Installment	\$14.30
				Delinquent after May 10, 2022	

JW PHOTO & DESIGN
ATTN JENNY WIPF
6500 STONE CREST DR
GILLETTE, WY 82718-4002

Cancel and pay
NO business

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

Legal Description

LOCATION: 6500 STONE CREST DR
PERSONAL PROPERTY

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	5.34
CNTY HOSPITAL DIST TRUST FUND	3.000	1.42
CNTY SPEC CEMETERY BOARD TRUST	.901	.42
CNTY UNIFIED SPEC DIST TRST FD	25.000	11.88
CNTY WEED & PEST BOARD TRUST	.589	.28
COOPERATIVE HIGHER EDUC SERV	.500	.24
COUNTY WIDE SCHOOL TRUST FUND	6.000	2.85
STATE OF WY FOUND PRG TRST FND	12.000	5.70
UNIFIED SCHOOL - RECREATION	1.000	.48
TOTAL	60.225	28.61

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://tax.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

JW PHOTO & DESIGN
ATTN JENNY WIPF
6500 STONE CREST DR
GILLETTE, WY 82718-4002



Parcel#: 0P0062155

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$14.31
Total Tax (Due on or before 12/31/2021): \$28.61

2021 SECOND INSTALLMENT COUPON

JW PHOTO & DESIGN
ATTN JENNY WIPF
6500 STONE CREST DR
GILLETTE, WY 82718-4002



Parcel#: 0P0062155

Second Installment (Due on or before 05/10/2022): \$14.30



CREDIT CARD REQUEST

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

First Name: Michael Last Name: Phipps

Department: Emergency Management

Mailing Address: 500 South Gillette Avenue, Suite 1100

City: Gillette State: WY Zip Code: 82716

Business Phone: 307-686-7477 *Cell Phone: .

Credit Increase Amount:

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

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

Employee Signature

Date

Authorizing Department Signature

Date

FOR COMMISSIONERS OFFICE USE ONLY

Credit Card Request: ☐ Approve ☐ Deny

Credit Limit Increase: ☐ Approve ☐ Deny

Date: _____ Chairman Signature: _____

Master Number: _____

1st Line on Card: _____

2nd Line on Card: _____

Credit Limit: \$3,000

Date Submitted to First National Bank: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Pam Merchen, Clerk of District Court
DATE: July 14, 2022
SUBJECT: Budget Line-Item Transfer Request

June 2022

Please make the following Budget line-item transfers:

My total bill is \$3350.28 but Tyler says I'm over by \$-2077.13. I'm assuming I should request the total amount of the bill be transferred rather than what the computer is telling me how much I'm in the hole.

Date of Entry	Transfer From:			Transfer To:	
	Amount	Account #	Account Name	Account #	Account Name
07/14/2022	\$3350.28	100113.62280	Legal and Court Costs	100113.62520	Jurors and Witness Fees

Department Head Signature:

Pam Merchen, deputy ✓gd 7/18/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Pam Merchen Deputy, Clerk of District Court
DATE: July 18, 2022
SUBJECT: Budget Line-Item Transfer Request

June 2022

Please make the following Budget line-item transfers:

Revolving Witness Fees

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
07/18/2022	\$1273.15	100113.62280	Legal and Court Costs	100113.62520	Jurors and Witness Fees
Total	\$1273.15				

Department Head Signature: _____

Commissioner Signature: _____

Pam Merchen, deputy *gd 7/18/22*

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Pam Merchen Deputy, Clerk of District Court
DATE: July 18, 2022
SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

Revolving Witness Fees

Transfer From:				Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
07/18/2022	\$1273.15 2077.13	100113.62280	Legal and Court Costs	100113.62520	Jurors and Witness Fees
	803.98				
Total	\$1273.15 2077.13				

Department Head Signature: _____

Commissioner Signature: _____

Pam Merchen ^{vgd/11/22} 002

0 • C
 3,350.28 +
 2,077.13 =
 1,273.15 *

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Jim Lyon, Jr.
DATE: July 20, 2022
SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

June 2022

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
07/20/22	5.84	6298	Travel-Employees	6131	Medical Services
		100451-62450		100451-62240	

Department Head Signature: _____

Commissioner Signature: _____

Jim Lyon Jr. *7/21/22*

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Jim Lyon
DATE: 7/20/2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

June 2022

	Transfer From: 451			Transfer To: 451	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7/20/22	2200.00	6298	Travel-Employees	6131	Medical Services
		100451-62450		100451-62240	

Department Head Signature:

Commissioner Signature:

Jim Lyon 7/20/22

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Parks and Recreation
DATE: 7/19/2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

June 2022

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7/19/2022	\$2090.00	100776-64000	Supplies	100776-62200	Assn Dues
7/19/2022	\$125.00	100771-62450	Dev Trav meal Lodg	100771-64050	Office computer supplies
7/19/2022	\$3900.00	100776-65060	Grounds Maint	100776-6220 62220	Utilities
7/19/2022	\$575.00	100772-60200	Part Time Regular	100772-62220	Utilities
7/19/2022	\$5910.00	100774-60200	Part Time Regular	100774-62220	Utilities

7/19/2022	\$1765.00	100778-60200	Part Time Regular	100778-62220	Utilities
7/19/2022	\$11,376.00	100773-60200	Part Time Regular	100773-6220 62220	Utilities
7/19/2022	\$3,280.00	100773-60005	Full Time Regular	100773-6220 62220	Utilities
7/19/2022	\$100.00	100777-60200	Part Time Regular	100777-62020	Comm/net expense
7/19/2022	\$200.00	100775-62060	Printing and forms	100775-62020	Comm/net expense
7/19/2022	\$54,400.00	100775-60200	Part time Regular	100771-6220 62220	Utilities
7/19/2022	\$21,200.00	100776-60005	Full Time Regular	100771-6220 62220	Utilities

Department Head Signature:

Dwight Dalling 1gd 7/19/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Dwayne Dillinger
DATE: 7/20/22
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

June 2022

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7/20/22	\$810.00	100773-60005	Full Time Regular	100773- 6220 62210	Utilities

Department Head Signature:

Commissioner Signature:

Dwayne Dillinger / *sgd 7/20/22*

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Wendy Balo
DATE: 7/14/2022
SUBJECT: Line-Item Transfer Request

June 2022

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7/14/22	\$28,000	100083-61500	Insurance Benefits (per Susan)	100083-62220	Utilities
					No Project Budget

Department Head Signature:

Commissioner Signature:

 7/19/22

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Scott Matheny, Campbell County Sheriff
DATE: July 19, 2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

For June 2022

Transfer From:				Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
07/19/22	\$1,400.00	100052-64600	Inmate Supplies	100052-65080	Building Maintenance
07/19/22	\$1,100.00	100052-64600	Inmate Supplies	100052-62220	Utilities

Department Head Signature: _____

Commissioner Signature: _____

100 Matheny 17-1 ✓gd 7/19/22

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Scott Matheny, Campbell County Sheriff
DATE: July 25, 2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

June 2022

Transfer From:				Transfer To:	
Date of Entry	Amount	Account #	Account Name	pAccount #	Account Name
07/25/22	\$25,000.00	100052-62240	Medical Services/Claims	100052-62220	Utilities

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Juvenile Family Drug Court
DATE: July 26, 2022
SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

FY23

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7-26-2022	\$1,000.00	100452-62240	Medical Services/Claims	100452-62020	Communication/Network Expense

Department Head Signature:  
Commissioner Signature: _____

Campbell County
REPORT OF VALUATIONS, LEVIES AND TAXES
2022

COUNTY VALUATION (as fixed by State Board):

4,539,270,189

STATE LEVIES

LINE	PURPOSE OF LEVY	LEVY	TAXES LEVIED
101	STATE GENERAL FUND (4 MILLS MAXIMUM) Art. 15, 4; Wyo. Stat. 39-13-104(a)(i)		-
102	STATE CHARITABLE INSTITUTIONS (1 MILL MAXIMUM)		-
103	STATE DEBT AND INTEREST Art. 16, 1 & 2; Wyo. Stat. 39-11-102, 1 (e), Wyo. Stat. 39-13-104(a)(iii) Wyo. Stat. 9-4-904. Wyo. Stat. 24-8-104.		-
104	SCHOOL FOUNDATION PROGRAM (12 MILLS MAXIMUM) Art. 15, 15 Wyo. Stat. 21-13-303(a) and (c)	12.000	54,471,242
110	TOTAL STATE LEVY & TAXES	12.000	54,471,242

COUNTY LEVIES- Operating

201	COUNTY HOSPITAL OPERATION		-
202	COUNTY LIBRARY OPERATION		-
203	COUNTY FAIR OPERATION		-
204	COUNTY MUSEUM OPERATION		-
205	PUBLIC ASSISTANCE AND SOCIAL SERVICES		-
206	AIRPORT OPERATION		-
207	CIVIL DEFENSE		-
208	COUNTY BUILDING FUND		-
209	ROAD AND BRIDGE PURPOSES		-
210	RECREATION PURPOSES		-
211	PUBLIC HEALTH PURPOSES		-
212	AGRICULTURE & HOME ECONOMICS		-
213	OTHER COUNTY GENERAL FUND	11.235	50,998,701
214	FIRE PROTECTION (1 MILL MAXIMUM) (enter valuation in row below)		-
220	TOTAL OPERATING LEVY & TAXES (12 MILLS MAXIMUM)	11.235	50,998,701

COUNTY LEVIES- Bonds & Interests

225	TOTAL COUNTY BONDS & INTEREST LEVY & TAXES		-
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COUNTY LEVIES- GRAND TOTALS

250	TOTAL COUNTY LEVY & TAXES (Lines 220 & 225)	11.235	50,998,701
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LINE	PURPOSE OF LEVY	LEVY	TAXES LEVIED
------	-----------------	------	--------------

SCHOOL DISTRICT LEVIES

[Enter Tax District Name/Number Here]		VALUATION	4,539,270,189
301	OPERATING LEVY (25 MILLS MANDATORY)	25.000	113,481,755
302	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)	0.500	2,269,635
302a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
302b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
303	VOCATIONAL, TERM. CONTINUATION & ADULT ED. (2.5 MILLS MAXIMUM)		-
304	BUILDING FUND		-
305	RECREATION (1 MILL MAXIMUM)	1.000	4,539,270
306	BONDS & INTEREST (TOTAL)		-
310	TOTALS	26.500	120,290,660

[Enter Tax District Name/Number Here]		VALUATION	
311	OPERATING LEVY (25 MILLS MANDATORY)		-
312	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
312a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
312b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
313	VOCATIONAL, TERM. CONTINUATION & ADULT ED. (2.5 MILLS MAXIMUM)		-
314	BUILDING FUND		-
315	RECREATION (1 MILL MAXIMUM)		-
316	BONDS & INTEREST (TOTAL)		-
320	TOTALS	-	-

[Enter Tax District Name/Number Here]		VALUATION	
321	OPERATING LEVY (25 MILLS MANDATORY)		-
322	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
322a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
322b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
323	VOCATIONAL, TERM. CONTINUATION & ADULT ED. (2.5 MILLS MAXIMUM)		-
324	BUILDING FUND		-
325	RECREATION (1 MILL MAXIMUM)		-
326	BONDS & INTEREST (TOTAL)		-
330	TOTALS	-	-

[Enter Tax District Name/Number Here]		VALUATION	
331	OPERATING LEVY (25 MILLS MANDATORY)		-
332	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
332a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
332b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
333	VOCATIONAL, TERM. CONTINUATION & ADULT ED. (2.5 MILLS MAXIMUM)		-
334	BUILDING FUND		-
335	RECREATION (1 MILL MAXIMUM)		-
336	BONDS & INTEREST (TOTAL)		-
340	TOTALS	-	-

[Enter Tax District Name/Number Here]		VALUATION	
341	OPERATING LEVY (25 MILLS MANDATORY)		-
342	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
342a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
342b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
343	VOCATIONAL, TERM. CONTINUATION & ADULT ED. (2.5 MILLS MAXIMUM)		-
344	BUILDING FUND		-
345	RECREATION (1 MILL MAXIMUM)		-
346	BONDS & INTEREST (TOTAL)		-
350	TOTALS	-	-

LINE	PURPOSE OF LEVY	LEVY	TAXES LEVIED
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[Enter Tax District Name/Number Here]		VALUATION	
351	OPERATING LEVY (25 MILLS MANDATORY)		-
352	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
352a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
352b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
353	VOCATIONAL, TERM. CONTINUATION & ADULT ED. (2.5 MILLS MAXIMUM)		-
354	BUILDING FUND		-
355	RECREATION (1 MILL MAXIMUM)		-
356	BONDS & INTEREST (TOTAL)		-
360	TOTALS	-	-

[Enter Tax District Name/Number Here]		VALUATION	
361	OPERATING LEVY (25 MILLS MANDATORY)		-
362	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
362a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
362b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
363	VOCATIONAL, TERM. CONTINUATION & ADULT ED. (2.5 MILLS MAXIMUM)		-
364	BUILDING FUND		-
365	RECREATION (1 MILL MAXIMUM)		-
366	BONDS & INTEREST (TOTAL)		-
370	TOTALS	-	-

[Enter Tax District Name/Number Here]		VALUATION	
371	OPERATING LEVY (25 MILLS MANDATORY)		-
372	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
372a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
372b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
373	VOCATIONAL, TERM. CONTINUATION & ADULT ED. (2.5 MILLS MAXIMUM)		-
374	BUILDING FUND		-
375	RECREATION (1 MILL MAXIMUM)		-
376	BONDS & INTEREST (TOTAL)		-
380	TOTALS	-	-

[Enter Tax District Name/Number Here]		VALUATION	
381	OPERATING LEVY (25 MILLS MANDATORY)		-
382	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
382a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
382b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
383	VOCATIONAL, TERM. CONTINUATION & ADULT ED. (2.5 MILLS MAXIMUM)		-
384	BUILDING FUND		-
385	RECREATION (1 MILL MAXIMUM)		-
386	BONDS & INTEREST (TOTAL)		-
390	TOTALS	-	-

SIX MILL COUNTY SCHOOL LEVY		VALUATION	4,539,270,189
391	MANDATORY 6 MILL COUNTY SCHOOL LEVY AND TAXES	6.000	27,235,621

TOTAL SCHOOL DISTRICT LEVIES			
392	TOTAL SCHOOL TAXES (Lines 310,320,330,340,350,360,370,380,390,& 391)		147,526,281

COMMUNITY COLLEGE DISTRICT		VALUATION	4,539,270,189
394	COMMUNITY COLLEGE OPERATIONS (4 MILLS)	2.545	11,552,443
395	ADDITIONAL COMMUNITY COLLEGE OPERATIONS (1 MILL)		-
396	ADDITIONAL COMMUNITY COLLEGE OPERATIONS (1- 5 MILLS, VOTER APPROVED)		-
397	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (0.5 MILL)		-
397a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (0.5 MILL)		-
397b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (0.5 MILL)		-
398	BONDS & INTEREST (TOTAL)		-
399	TOTALS	2.55	11,552,443

MUNICIPAL LEVIES

LINE	PURPOSE OF LEVY	LEVY	TAXES LEVIED
------	-----------------	------	--------------

City of Gillette

150		VALUATION	384,638,548
401	OPERATING (8 MILL MAXIMUM)	8.000	3,077,108
402	BONDS & INTEREST (TOTAL)		-
403	TOTALS	8.000	3,077,108

Town of Wright

147		VALUATION	12,068,743
404	OPERATING (8 MILL MAXIMUM)	8.000	96,550
405	BONDS & INTEREST (TOTAL)		-
406	TOTALS	8.000	96,550

[Enter Municipality Here]

[Enter Tax District Number Here]		VALUATION	
407	OPERATING (8 MILL MAXIMUM)		-
408	BONDS & INTEREST (TOTAL)		-
409	TOTALS	-	-

[Enter Municipality Here]

[Enter Tax District Number Here]		VALUATION	
410	OPERATING (8 MILL MAXIMUM)		-
411	BONDS & INTEREST (TOTAL)		-
412	TOTALS	-	-

[Enter Municipality Here]

[Enter Tax District Number Here]		VALUATION	
413	OPERATING (8 MILL MAXIMUM)		-
414	BONDS & INTEREST (TOTAL)		-
415	TOTALS	-	-

[Enter Municipality Here]

[Enter Tax District Number Here]		VALUATION	
416	OPERATING (8 MILL MAXIMUM)		-
417	BONDS & INTEREST (TOTAL)		-
418	TOTALS	-	-

[Enter Municipality Here]

[Enter Tax District Number Here]		VALUATION	
419	OPERATING (8 MILL MAXIMUM)		-
420	BONDS & INTEREST (TOTAL)		-
421	TOTALS	-	-

[Enter Municipality Here]

[Enter Tax District Number Here]		VALUATION	
422	OPERATING (8 MILL MAXIMUM)		-
423	BONDS & INTEREST (TOTAL)		-
424	TOTALS	-	-

[Enter Municipality Here]

[Enter Tax District Number Here]		VALUATION	
425	OPERATING (8 MILL MAXIMUM)		-
426	BONDS & INTEREST (TOTAL)		-
427	TOTALS	-	-

[Enter Municipality Here]

[Enter Tax District Number Here]		VALUATION	
428	OPERATING (8 MILL MAXIMUM)		-
429	BONDS & INTEREST (TOTAL)		-
430	TOTALS	-	-

[Enter Municipality Here]

[Enter Tax District Number Here]		VALUATION	
431	OPERATING (8 MILL MAXIMUM)		-
432	BONDS & INTEREST (TOTAL)		-
433	TOTALS	-	-

TOTAL MUNICIPAL LEVIES

450	TOTAL MUNICIPAL TAXES (Lines 403,406,409,412,415,418,421,424,427, 430, & 433)	3,173,658
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SPECIAL DISTRICT LEVIES AND TAXES

LINE	NAME OF SPECIAL DISTRICT AND TAX DISTRICT #	VALUATION	LEVY	TAXES LEVIED
501	HOSPITAL DISTRICT - 100	4,539,270,189	3.000	13,617,811
502	CEMETERY DISTRICT - 100	4,539,270,189	0.862	3,912,851
503	WEED & PEST - 100	4,539,270,189	0.411	1,865,640
504	HERITAGE VILLAGE W & S DISTRICT - 103	4,602,544	8.000	36,820
505	ROCKY POINT W & S DISTRICT - 129	837,856	8.000	6,703
506	ROCKY POINT W & S DISTRICT - 129 (Maintenance)	837,856	8.900	7,457
507	WRIGHT W & S DISTRICT - 146	15,599,897	8.000	124,799
508				-
509				-
510				-
511				-
512				-
513				-
514				-
515				-
516				-
517				-
518				-
519				-
520				-
521				-
522				-
523				-
524				-
525				-
526				-
527				-
528				-
529				-
530				-
531				-
532				-
550	TOTAL SPECIAL DISTRICT TAXES (Lines 501 thru 532)			19,572,081

GRAND TOTALS

601	LINE 110, TOTAL STATE TAXES LEVIED	54,471,242
602	LINE 250, TOTAL COUNTY TAXES LEVIED	50,998,701
603	LINE 392, TOTAL SCHOOL DISTRICT TAXES LEVIED	147,526,281
604	LINE 399, TOTAL COMMUNITY COLLEGE TAXES LEVIED	11,552,443
605	LINE 450, TOTAL MUNICIPAL TAXES LEVIED	3,173,658
606	LINE 550, TOTAL SPECIAL DISTRICT TAXES LEVIED	19,572,081
610	GRAND TOTAL, ALL TAXES LEVIED	287,294,406

STATE OF WYOMING)
) ss.
Campbell County)

I, Troy D. Clements, County Assessor for the County of Campbell, do hereby certify that the within and foregoing report of valuations, levies and taxes for the year 2022 is true and correct. In Testimony Whereof, I have hereunto set my hand this 2nd day of August A.D., 2022.

County Assessor

2022-090

Position Vacancy Justification

Department:	Children's Developmental Services of Campbell County			Date:	7/19/22
Position Title:	Early Childhood Instructor				
Classification Grade:	108	Current Salary of Incumbent:	54352.77		
Salary Range:	Min 24.42	Mid 31.03	Max 37.63		
Justification for Hiring Position:	To provide quality early childhood services to children by planning, supervising and implementing an education program in line with the philosophy and curriculum of Children's Developmental Services of Campbell County following National Association for the Education of Young Children (NAECY) accreditation and Developmentally Appropriate Practice (DAP)				
Termed Incumbent:					
Position Originated:	N/A				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: No	Explain Other:
Status Code:	Full-Time Yes	Part-Time No	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: Yes		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 7/19/22				
Commissioner Approval & Date:					

 7/21/22

2022-08-9

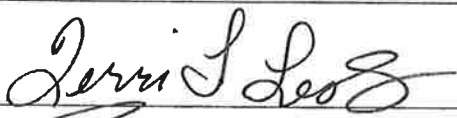
Position Vacancy Justification

Department:	Children's Developmental Services of Campbell County			Date:	7/15/2022
Position Title:	Instructional Assistant				
Classification Grade:	103	Current Salary of Incumbent:	25.59		
Salary Range:	Min 16.64	Mid 21.15	Max 25.65		
Justification for Hiring Position:	To assist in providing appropriate services to children within the inclusive classroom while closely following National Association for the Education of Young Children (NAEYC) criteria and Developmentally Appropriate Practices (DAP).				
Termed Incumbent:					
Position Originated:	N/A				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: No	Explain Other:
Status Code:	Full-Time Yes	Part-Time No	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: No		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 7/15/2022				
Commissioner Approval & Date:					

 7/21/22

2022-092

Position Vacancy Justification

Department:	Library		Date:	07/27/2022	
Position Title:	Branch Services Specialist				
Classification Grade:	106	Current Salary of Incumbent:	37670.62		
Salary Range:	Min 20.18	Mid 25.64	Max 31.09		
Justification for Hiring Position:	This position is essential to deliver effective library services to the Wright community. The position holds many responsibilities including: circulation of library materials, managing patron records and registrations, and maintaining Wright Branch Library collections.				
Termed Incumbent:					
Position Originated:	Budgeted Position				
Funding Source for Position:	County: Yes	State: NO	Federal: No	Other: NO	Explain Other:
Status Code:	Full-Time No	Part-Time Yes	Number of Annual Hours:		1456 (28/week)
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement: X		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 7/27/22				
H.R. Resources Director Approval & Date	 7/28/2022				
Commissioner Approval & Date					

2022-091

POSITION VACANCY JUSTIFICATION

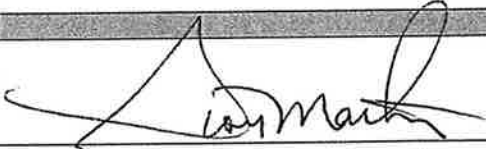
Department:	Public Works / Facilities Maintenance			Date	July 20, 2022		
Position Title: Maintenance Tech, Senior							
Classification Band:	108			Current Salary:	\$27.47/hr		
Salary Range:							
Minimum:	22.57	Mid-Point:	28.21	Maximum:	33.85		
Position Justification: Termination / Dept Transfer							
Termed incumbent:							
Position Originated: Budgeted position for FY 22-23							
Funding Source for Position:	County	X		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time	X	Part Time		Number of Hours	40/wk	
	Exempt		Non-Exempt				
Reason for Vacancy:	Replacing Termination		X	New Position			
Existing Budgeted Position:	Yes	X	No		If No, Please explain:		
Benefit Eligible:	Yes	X	No		Please explain:		
Department Head Signature:							
Commissioner Approval:							

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

 7/26/22

2022-088

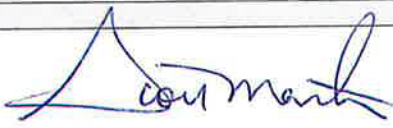
Position Vacancy Justification

Department:	Sheriff's Office		Date:	7/18/2022	
Position Title:	Detention Officer				
Classification Band / Range:	109	Current Salary of Incumbent:	\$59,846.38		
Salary Range:	Min \$55,369.60	Mid \$70,335.20	Max \$85,300.80		
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:					
Position Originated:	Budgeted Position for fiscal year 2022-2023				
Funding Source for Position:	County: Yes	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 7/18/2022				
Commissioner Approval & Date:					


7/18/2022

2022-089

Position Vacancy Justification

Department:	Sheriff's Office			Date:	7/11/2022
Position Title:	Detention Officer				
Classification Band / Range:	109	Current Salary of Incumbent:	\$59,846.38		
Salary Range:	Min \$55,369.60	Mid \$70,335.20	Max \$85,300.80		
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:					
Position Originated:	Budgeted Position for fiscal year 2022-2023				
Funding Source for Position:	County: Yes	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date			7/11/2022		
Commissioner Approval & Date:					


 7/18/2022

The following page(s) contain the backup material for Agenda Item: [9:05 Star Worthy Award](#)

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



MEMO . . .

Employee Recognition Committee

TO: Board of Commissioners
FROM: Employee Recognition Committee
DATE: August 2, 2022

SUBJECT: Star Worthy Award

The Employee Recognition Committee is pleased to announce the Campbell County Public Library has been awarded the Star Worthy award. The Committee would like to recognize Campbell County Public Library with this honor at the August 2nd Board Meeting.

Attached is a copy of the nomination information the committee received for consideration.

Thank you for your ongoing support of the recognition program.

Campbell County Public Library provides unique services to the Gillette community - a makerspace for adults! Some of the highlights include:

- A new video lab with a pre-set professional camera, lighting, microphone, and green screen that saves videos to a digital file. Patrons can create audition tapes, product demonstrations, PSAs for a nonprofit, almost anything you can think of!
- A digitization station with a variety of software programs and abilities including VHS to DVD conversion, slides and photos to digital formats, and a variety of recording and editing software for patrons to edit videos, photos, and music.
- A sound lab that provides professional quality mics, headphones, and software to create polished audio recordings. CCPL has also repurposed a study room to create a soundproof area for patrons to record their audio file in building.
- A 3D printer where patrons can bring in a file with their print and have it printed right at the library.

All of these are either free or of low cost to library patrons!

The following page(s) contain the backup material for Agenda Item: [9:10 Board Appointment, Employee Recognition Committee](#)

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



MEMORANDUM

... from H.R./Risk Management

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

FROM: Melissia Kershner
HR/Risk Management Generalist

DATE: August 2, 2022

SUBJECT: Employee Recognition Committee Appointment

The Campbell County Employee Recognition Committee is comprised of eight members from different departments within the County. The eight members currently serve staggered three-year terms. One term was recently vacated by Aspen Rech on July 26, 2022. The committee has a new nomination from the County Sheriff's Office to fill the vacancy.

A nomination has been submitted for:

Shannon Ireland by Quenton Reynolds, Campbell County Under Sheriff

I would like to thank all the employees who have served on this very important committee as well as the department heads willing to support this committee.

The following page(s) contain the backup material for Agenda Item: [9:45 WIC Agreement](#)

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

**AGREEMENT AMONG
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION;
CAMPBELL COUNTY WIC PROGRAM; AND CAMPBELL COUNTY**

1. **Parties.** The parties to this Agreement are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002; Campbell County WIC Program (Local WIC Agency), whose address is: 2301 South 4-J, Gillette, Wyoming 82718; and Campbell County (County), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82718. This Agreement concerns the Wyoming Women, Infants, and Children (WIC) Program.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the responsibilities of the Agency, the Local WIC Agency, and the County in providing program benefits of the United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) Special Supplemental Nutrition Program for WIC.

The Local WIC Agency is a party to this Agreement pursuant to 7 CFR Part 246.6, requiring the Agency to enter into a signed, written agreement with each local agency, including subdivisions of the Agency.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from July 1, 2022 through December 31, 2023. All services shall be completed during this Performance Period.
4. **Payment.**
 - A. The Agency agrees to pay the County for the Local WIC Agency's services described in Attachment A, Statement of Work – Local WIC Agency, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed three hundred thirty-three thousand, eight hundred sixty-eight dollars (\$333,868.00). The Local WIC Agency shall submit monthly invoices no later than sixty (60) days after the end of the month for which the invoice is dated. The invoices shall provide sufficient detail, along with all required reporting documents, to ensure that payments may be made in conformance with this Agreement. Payment shall be made to the County within forty-five (45) days after submission of invoice by the Local WIC Agency pursuant to Wyo. Stat. § 16-6-602.
 - B. No payment shall be made for work performed outside of the Performance Period of this Agreement. Should the Local WIC Agency and the County fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Local WIC Agency and the County perform their duties and responsibilities to the satisfaction of the Agency.
 - C. The source of funds for this Agreement is USDA/FNS. The maximum amount of federal funds provided under CFDA #10.557 shall not exceed three hundred thirty-three thousand, eight hundred sixty-eight dollars (\$333,868.00).

D. Travel.

The payment of travel expenses shall be allowed as set forth below. The Local WIC Agency is expected to procure the most cost efficient travel arrangements.

- (i) Personal Vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage.

E. Lodging.

The Agency agrees to reimburse the County for the Local WIC Agency's lodging expenses related to the performance of this Agreement at the State rate per day as described in Attachment A, Statement of Work – Local WIC Agency. Requests for reimbursement shall state the amount allowed for lodging and list the actual number of travel days on the Local WIC Agency's invoice.

F. Meals.

The Agency agrees to reimburse the County for the Local WIC Agency's meal expenses related to the performance of this Agreement as described in Attachment A, Statement of Work – Local WIC Agency.

5. Responsibilities of Local WIC Agency. The Local WIC Agency agrees to:

- A. Provide the services as described in Attachment A, Statement of Work – Local WIC Agency – and Attachment E, Personnel and Management Responsibilities Clarification, which are attached to and incorporated into this Agreement by this reference, and expend funds according to the budgeted line item amounts in Attachment D – Annual Local WIC Agency Budget, which is attached to and incorporated into this Agreement by this reference.

6. Responsibilities of County. The County agrees to:

- A. Provide the services as described in Attachment B, Statement of Work – County, which is attached to and incorporated into this Agreement by this reference, and make payment according to the budgeted line item amounts in Attachment D – Annual Local WIC Agency Budget.

7. Responsibilities of Agency. The Agency agrees to:

- A. Provide the services as described in Attachment C, Statement of Work – Agency, which is attached to and incorporated into this Agreement by this reference, and reimburse funds according to the budgeted line item amounts in Attachment D – Annual Local WIC Agency Budget.

8. Special Provisions.

- A. **Assumption of Risk.** The Local WIC Agency and the County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Local WIC Agency or County's failure to comply with state or federal

requirements. The Agency shall notify the Local WIC Agency and the County of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** The Local WIC Agency and the County agree all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules, or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the Agreement is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Agreement is in effect; or
 - (iii) Uses forced labor in the performance of the Agreement or subawards under the Agreement.
- D. Kickbacks.** The Local WIC Agency and the County certify and warrant that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Local WIC Agency or the County breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, the Local WIC Agency and the County certify and agree that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Local WIC Agency or the County or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** The Agency shall have the right to monitor all activities related to this Agreement that are performed by the Local WIC Agency and the County or their subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of work related to this Agreement.
- G. Nondiscrimination.** The Local WIC Agency and the County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo.

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

- H. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by any party.
- I. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Local WIC Agency or the County and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of the Agency.
- J. Suspension and Debarment.** By signing this Agreement, the County and the Local WIC Agency certify that neither they nor their principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the County and the Local WIC Agency agrees to notify the Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds.** The Local WIC Agency and the County agree the use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Federal Audit Requirements.** The Local WIC Agency and the County agree that if they expend an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during their fiscal year, they must undergo an organization-wide financial and compliance single audit. The Local WIC Agency and the County agree to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Local WIC Agency and County shall provide one (1) copy of the audit report to the Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Agency's records.
- M. Penalties.** As found in Section 7 CFR 246.23(d) of the WIC Program Regulations,

in accordance with Section 12(g) of the National School Lunch Act, whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property provided under Section 17 of the Child Nutrition Act of 1966, as amended, whether received directly or indirectly from USDA, or whoever receives, conceals, or retains such funds, assets, or property for his or her own interest, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets, or property are of the value of one-hundred dollars (\$100.00) or more, be fined not more than twenty-five thousand dollars (\$25,000.00) or imprisoned not more than five (5) years, or both, or if such funds, assets, or property are of a value of less than one-hundred dollars (\$100.00), shall be fined not more than one-thousand dollars (\$1,000.00) or imprisoned for not more than one (1) year, or both.

- N. **Training.** The Local WIC Agency and the County agree that County employees providing WIC services must complete privacy and security training. The Agency shall make privacy and security training available on WYTRAIN, and shall provide an Acknowledgement of Training form, which County employees providing WIC services must sign and return to the Agency.
- O. **Health Equity.** The County and Local WIC Agency shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** No party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other parties. The Local WIC Agency and the County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Local WIC Agency and the County which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be suspended via a stop work order, during which time the Local WIC Agency and the County will immediately cease work and no payments will be made by the Agency for the period of time covered by the stop work order. During any period the Local WIC Agency and the County are ordered to stop work, the Local WIC Agency and the County are not obligated to perform services under this Agreement. At such time federal funds again become available for payment under this Agreement, the Agency will notify the Local WIC Agency and the County to resume work.

This Agreement may also, at the option of the Agency, be terminated by the Agency at the end of the period for which the funds are available.

The Agency shall notify the Local WIC Agency and the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The County and Local WIC Agency shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Local WIC Agency and the County shall keep informed of and comply with all applicable federal, state, and local laws and regulations and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Local WIC Agency and the County in the performance of this Agreement shall be kept confidential by the Local WIC Agency and the County unless written permission is granted by the Agency for its release. If and when the Local WIC Agency or the County receive a request for information subject to this Agreement, the Local WIC Agency and the County shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

- I. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Attachment A, Statement of Work – Local WIC Agency, consisting of six (6) pages; Attachment B, Statement of Work – County, consisting of one (1) page; Attachment C, Statement of Work – Agency, consisting of (2) pages; Attachment D, Annual Local WIC Agency Budget, consisting of one (1) page; Attachment E, Personnel and Management Responsibilities Clarification, consisting of two (2) pages; and Appendix A, Telework Policy, consisting of five (5) pages, which is attached to and incorporated into this Agreement by this reference, represent the entire and integrated Agreement among the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** The Local WIC Agency and the County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Local WIC Agency and the County's professions.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- L. Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non performing 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 parties of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. No party agrees to insure, defend, or indemnify the others.
- N. Independent Contractor.** The County and Local WIC Agency shall function as independent contractors for the purposes of this Agreement and shall not be considered employees of the State of Wyoming for any purpose. Consistent with the express terms of the Agreement, the County and Local WIC Agency shall be free from control or direction over the details of the performance of services under this Agreement. The County and Local WIC Agency shall assume sole responsibility for any debts or liabilities that may be incurred by the County or Local WIC Agency in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of the Agreement. Nothing in this Agreement shall be interpreted as authorizing the County, the Local WIC Agency, or their agents or employees to act as agents or representatives 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 County and Local WIC Agency agree that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the County, the Local WIC Agency, or their agents or employees as a result of this Agreement.

- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Local WIC Agency and the County in the performance of this Agreement. Upon termination of services, for any reason, the Local WIC Agency and the County agree to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Agreement shall not be binding upon any party, and the Wyoming State Auditor shall not draw warrants for payment until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- R. Insurance Requirements.**
- (i)** During the term of this Agreement, the County shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii)** All policies shall be primary over any insurance or self-insurance program carried by the County or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against County or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii)** The County shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
 - (iv)** All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

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

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

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

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

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

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

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

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

- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the County and Local WIC Agency expressly reserve governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Local WIC Agency or County, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Local WIC Agency or the County fail to perform in accordance with the terms of this Agreement.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only among the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Local WIC Agency and the County of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

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

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director

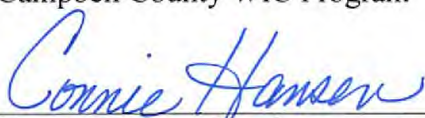
Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

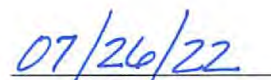
Date

LOCAL WIC AGENCY:

Campbell County WIC Program



Connie Hansen, Local Agency Supervisor



Date

COUNTY:

Campbell County

Chairman, Campbell County Board of Commissioners

Date

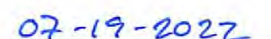
ATTEST: Campbell County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 223243

Cole R. White, Assistant Attorney General



Date

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

General Description

This document is a Statement of Work (SOW) to identify the responsibilities of the Local WIC Agency.

The Local WIC Agency is responsible for the certification of WIC applicants/participants, health and nutrition screening and education, breastfeeding education and support, health services referrals, and food prescription issuance as directed by the United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) and the Agency in accordance with all applicable federal and state laws, rules, regulations, and policies. The Local WIC Agency shall adhere to the following WIC Regulations at all times:

1) Complies with all the fiscal and operational requirements prescribed by the Wyoming Department of Health, Public Health Division (Agency) pursuant to debarment and suspension requirements and, if applicable, the lobbying restrictions of 2 CFR Part 200, Subpart E, and USDA implementing regulations 2 CFR Part 400, Part 415, and FNS guidelines and instructions, and provides on a timely basis to the Agency all required information regarding fiscal and Program information.

A) Submits to the County, on or before the last day of each month depending on the County cut off, an accurate itemized invoice of all original receipts and expenditures for WIC services incurred by the Local WIC Agency for that month.

B) Submits to the Agency:

(i) The monthly Wyoming WIC Fiscal and Operational Report (including the Fiscal Review Checklist) within fifteen(15) days following the receipt of the County's expenditure report showing the payment by the County of all Local WIC Agency expenditures for that month;

(ii) The County expenditure report; and

(iii) The Local WIC Agency's original itemized receipts and invoices.

C) Understands that all WIC travel must have prior approval from the WIC State Supervisor, including interrupted or constructed travel. The Local WIC Agency employees' meals are reimbursed when overnight travel is required and at a rate not higher than the current U.S. General Services Administration (GSA) federal per diem rate with a gratuity limit of fifteen percent (15%) per meal; alcohol, internet, telephone charges, mini-bar, and movies are not allowable expenses and cannot be submitted on the itemized receipt for reimbursement; and when a hot breakfast or other meal is provided with the conference registration, request for reimbursement for that meal cannot be submitted. If out-of-state travel is required, reimbursement will be based on the applicable federal per diem rate for the location.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

D) Understands that the Local WIC Agency employees are expected to carpool to the same meeting, conference, or worksite location when more than one staff member is attending an event; therefore, it is the expectation of the Agency to reimburse for only one vehicle mileage expense unless otherwise authorized by the Agency.

E) Provides the Local WIC Agency's budget proposal for the next fiscal year to the Agency by February 15th of the current Agreement year.

F) Utilizes the Agency provided computer hardware, computer software, and food instruments (i.e., smart cards), and abides by the Agency's information technology requirements as applicable to the Local WIC Agency's performance of its duties and obligations. Adheres to Wyoming WIC Program Staff guidance as well as policies and procedures, incorporated herein by this reference and including any future revisions, to ensure the security, protection, and proper use of WIC equipment and food instruments.

G) Provides quarterly time studies for all Local WIC Agency personnel for the months of July, October, January, and April, by the 15th day of the following month.

H) Promotes open communication between the Agency and the County.

I) Ensures that appropriate professional development and continuing education opportunities offered to WIC staff and approved by the WIC State Supervisor.

J) Provides the Agency expert input on WIC services provided pursuant to this Agreement and how those services relate to the health priorities of the Local WIC Agency's area of service and the Agency's health improvement plans to address those priorities.

K) With the Agency's assistance, the Local WIC Agency shall submit an annual Nutrition Education Plan according to the Agency's required timelines. All services provided by the Local WIC Agency to WIC recipients shall be provided pursuant to the approved plan on file with the Agency in accordance with applicable federal and state legislation and WIC Program policy.

L) Provides data generated and captured by the Local WIC Agency, and provides assistance to the Agency for the purpose of assessing and analyzing the health status of local area served by the Local WIC Agency.

M) Submits reports to the Agency on the effectiveness, accessibility, and quality of the WIC services provided by the Local WIC Agency pursuant to this Agreement.

N) Alerts the Agency when a significant change in participant demographic or target populations may significantly affect the Local WIC Agency's provision of, or the need for WIC services.

O) Monitors card security daily and monthly using the Wyoming WIC Program Management Information and Electronic Benefit Transfer (EBT) system, for which the Agency shall provide necessary and appropriate training.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

P) Builds and maintains active participant caseload levels for the Local WIC Agency based upon Agency guidelines and expectations.

Q) Completes the following vendor management responsibilities and duties for authorized WIC grocers (vendors) in the Local WIC Agency's area of services, as identified by the Agency. The Agency shall provide all necessary training for the Local WIC Agency's personnel to fulfill vendor management responsibilities under this Agreement, which responsibilities shall include, but are not limited to:

- (i) Assume the liaison role between the Agency and local vendor;
- (ii) Quarterly contact with all participating grocery stores;
- (iii) Follow-up of all participant and vendor concerns/complaints;
- (iv) Assess vendor selection criteria for new vendors and for authorized vendors;
- (v) Evaluate renewal qualification for current or new vendors;
- (vi) Conduct on-site vendor visits;
- (vii) Conduct annual (or more often as necessary) vendor training;
- (viii) Conduct annual (or more often as necessary) routine monitoring;
- (ix) Conduct high-risk monitoring for high-risk vendors; complete necessary vendor follow-up, corrective action plans;
- (x) Conduct education buys and compliance investigations, including fraud and abuse investigations, at the direction of the WIC State Vendor Coordinator;
- (xi) Assist with grocer certification (proof of electronic cash register capabilities of WIC transactions);
- (xii) Participate in all required vendor training including quarterly conference calls; and
- (xiii) Maintain required documentation of all vendor management activities.

R) Provides supervision of the Local WIC Agency WIC Nutritionists, WIC Nurses and WIC Technician who are all employed by the county and who shall follow county personnel rules, policies, and procedures, and wage/benefit adjustment schedules, in addition to applicable state and federal WIC policies, rules, and regulations. The supervisor of the Local WIC Agency is a county employee who is authorized on behalf of the County to effectuate county personnel rules and to exercise supervisory authority over Local WIC Agency employees, with approval and oversight by the County Clerk or designee.

2) Has a competent professional authority (CPA) on the staff of the Local WIC Agency and the capabilities necessary to perform the certification procedures.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

- A)** At least one (1) CPA must also serve as the Local WIC Agency Supervisor and at least one (1) CPA must be designated as the Local WIC Agency Breastfeeding Coordinator. The same CPA may fulfill both roles.
- 3) Makes available appropriate health services to participants and informs applicants of the health services which are available.
- A)** Provides WIC participant and applicant referrals to health-related and public assistance programs available in the community in compliance with 7 CFR Part 246.7(b)(1)-(3).
- B)** Collaborates with the programs to favorably influence maternal child health and nutrition outcomes.
- C)** Provides customer service and outreach in accordance with the Agency policies and procedures.
- D)** Provides Local WIC Agency outreach and marketing.
- 4) Prohibits smoking and weapons in the space used to carry out the WIC Program during the time any aspect of WIC services are performed.
- A)** Provides a clinic environment in accordance with the Agency policies and procedures, including provision for the safety and security of WIC participants and staff while maintaining a clean physical environment.
- 5) Has a plan for continued efforts to make health services available to participants at the clinic or through healthcare providers when health services are provided through referral.
- 6) Provides nutrition education services to participants in compliance with 7 CFR Part 246.11 and FNS guidelines and instructions.
- A)** Maintains, provides, and promotes WIC nutrition, health, breastfeeding, and breastfeeding peer counseling services to WIC participants in communities served by the Local WIC Agency through meeting the USDA Nutrition Services Guidance and Standards, provided by the Agency, with respect to: nutrition services and staffing; nutrition services plan, evaluation, and quality improvement; nutrition assessment, including the principles of Value Enhanced Nutrition Assessment (VENA); nutrition education counseling, materials, evaluation, and WIC nutrition education program guidance; breastfeeding promotion and support, including the Loving Support Breastfeeding Peer Counselor Model and the breastfeeding promotion and support requirements of the WIC food package final rule.
- B)** Creates a WIC clinic environment and issues educational materials that support breastfeeding as the preferred method of infant feeding; provide participants with a private place to breastfeed.
- 7) Implements a food delivery system prescribed by the Agency pursuant to 7 CFR Part 246.12 and approved by FNS.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

- A)** Provides WIC supplemental foods and food packages, including issuance of WIC-eligible formulas, exempt infant formulas, and medical foods with appropriate documentation and in accordance with the Agency policies and procedures.
- 8)** Maintains complete, accurate, documented, and current accounting of all Program funds received and expended.
- A)** WIC expenditures in the Local WIC Agency shall be spent based on the annual Local WIC Agency budget approved by the Agency and in accordance with the Code of Federal Regulations, Title 7 CFR Part 246; WIC Regulations as filed February 13, 1985; and any subsequent revisions thereto, specifically provisions in 7 CFR Part 246.6(b).
- 9)** Maintains on file and has available for review, audit, and evaluation all criteria used for certification, including information on the area served, income standards used, and specific criteria used to determine nutritional risk. Makes financial records available for the Agency and USDA/FNS review and audit upon request by either entity (7 CFR Part 246.6 (b)(8)).
- A)** Reports any suspected participant or staff fraud or abuse of WIC Program assets to the Agency, including the nature of the fraud or abuse of the Agency assets and the dollar amount to monitor if the fraud requires financial penalty or imprisonment.
- B)** Within the bounds of applicable law, the Local WIC Agency will immediately inform the Agency of any clinical or medical errors/accidents that occur in its WIC clinics that have harmed or could potentially harm, a WIC participant.
- C)** Monitors WIC participants for dual participation in another WIC Program.
- 10)** Does not discriminate against persons on the grounds of race, color, national origin, age, sex, or handicap; and compiles data, maintains records, and submits reports as required to permit effective enforcement of the nondiscrimination laws.
- A)** Participates in annual civil rights training.
- B)** Follows the Agency's policy and procedures for notifying the public of the nondiscrimination policy and complaint rights of participants and applicants.
- C)** Collects and reports racial ethnic data as requested by USDA.
- D)** Have procedures to advise persons seeking to file a discrimination complaint to submit a completed complaint form or letter to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; or fax to (202)690-7442; or email to program.intake@usda.gov.
- E)** Complies with all federal and Agency policies and procedures regarding the handling of civil rights or other participant complaints and notifies participants of the right to appeal an adverse action.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

F) To the extent feasible, provides a WIC opportunity for individuals who may be eligible for participation in the WIC Program.

G) Provides access to participant translation services and educational materials at a literacy level appropriate for the participant population (7 CFR Part 246.11 (c)(3)).

H) Responds to surveys and conducts data collection activities related to the WIC Program administered by the Agency, to the extent permitted by applicable law.

I) Provides public notice prior to changing the location of the clinic, if necessary, based on USDA/FNS requirements.

11) Consider and treat all participant and applicant information, regardless of the source, as confidential to meet the provisions of 7 CFR Part 246.26, and protect and maintain the privacy and confidentiality of WIC participant and applicant data, including personal, financial, and health information in all forms, such as current and archived physical and electronic records, in accordance with the WIC Program Regulations and standards, and the Agency policies.

12) Pursuant to Wyoming Statutes § 14-3-214 and § 7-19-201 and Agency policy and procedure, the Agency shall require criminal background and central registry checks on all State, At-Will-Employee Contract (AWEC), and County employees employed by the Local WIC Agency. The Agency will be responsible for assuming the costs for the background checks.

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STATEMENT OF WORK - COUNTY
ATTACHMENT B

General Description

This document is a Statement of Work (SOW) to identify the responsibilities of the County.

The County is responsible for serving as the WIC Community Sponsor and the fiscal flow through agent for the Local WIC Agency. Responsibilities include:

- A) Pay all approved WIC expenditures on behalf of the Local WIC Agency, receiving full reimbursement for the Agency approved WIC expenses from the Agency;
- B) Submit to the Local WIC Agency on a monthly basis, no later than forty-five (45) days past the end of the month in which the invoice was dated, an accurate invoice of all expenditures paid on behalf of the Local WIC Agency for WIC services;
- C) Maintain complete, accurate, documented, and current accounting of all WIC Program funds received and expended; and
- D) Receive pre-approval by the Wyoming WIC Program (in writing) prior to allowing telework for county employees as covered in Appendix A.

Services Payment Schedule

The County will pay the Local WIC Agency's invoices in a timely and appropriate manner to avoid added penalties or fees. The Local WIC Agency, except if a reimbursement error occurs, does not make payment to the Agency or the County; therefore, no "Service Payment Schedule" is noted here.

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STATEMENT OF WORK - AGENCY
ATTACHMENT C

General Description

This document is a Statement of Work (SOW) to identify the responsibilities of the Agency. The Agency's responsibilities include:

- A)** Consult with and advise the Local WIC Agency and the County, as necessary, about the requirements of this Agreement.
- B)** Monitor and evaluate the Local WIC Agency and the County's compliance with the conditions set forth in this Agreement.
- C)** Provide necessary equipment (computer hardware and software, food instrument smart cards and card readers/writers, and anthropometric and hematologic testing equipment) to conduct Local WIC Agency operations.
- D)** Provide training on new procedures and new equipment when procured through the Wyoming WIC Program.
- E)** Provide participant nutrition and breastfeeding education and support materials to be duplicated as needed, required WIC certification forms, and outreach information.
- F)** Provide technical support and assistance, required training, monitoring, and evaluation pursuant to federal regulations.
- G)** Make payment on all food instruments that are validly issued to WIC participants by the Local WIC Agency through the Automated Clearing House process.
- H)** Provide prescribed WIC-eligible formula to participants through the Local WIC Agency that is not available through the WIC-Contracted retailers;
- I)** Provide electric breast pumps and related supplies to WIC participants through the Local WIC Agency according to Wyoming WIC Program policy and procedures and available funding.
- J)** Monitor the Local WIC Agency and County activities to ensure compliance with provisions set forth in WIC Program Regulations 7 CFR. Part 246.11 and USDA/FNS guidelines and instructions for local WIC agencies. Issue corrective action(s) and provide monitoring and follow up when program violations are identified.
- K)** Develop and implement procedures to ensure that WIC services are provided to all eligible applicants in the state according to WIC Program Regulations. This includes categorical, identity, income, residency, and nutrition risk eligibility criteria.
- L)** Review, revise, and approve the annual Local WIC Agency budget based on annual WIC Program funding levels from state and federal resources.
- M)** Implement a food delivery system prescribed by the Agency in compliance with 7 CFR. Part 246.12 and approved by USDA/FNS, and monitor for dual participation.
- N)** Develop and coordinate the WIC nutrition services component of program operations with consideration for Local WIC Agency plans, needs, and available resources.

STATEMENT OF WORK - AGENCY
ATTACHMENT C

- O)** Provide in-service training, technical assistance, and identify or develop educational materials for health professional and other personnel involved in providing WIC nutrition, health, breastfeeding, and peer counseling services to participants at local WIC agencies. This includes low literacy, culturally sensitive, and Spanish materials, or where a significant number or proportion of the population needs the information, in a language other than English, considering the size of such population and reading level of the participants.
- P)** Not discriminate against persons on the grounds of race, religion, national origin, age, sex, color, or disability; and compile data, maintain records, and submit reports as required to permit effective enforcement of the non-discrimination laws (7 CFR. 246.6 (b)(10)). Ensure translation services and low literacy materials are provided to WIC participants, when appropriate, at local agencies. Monitor local agencies for civil rights and participant complaints or violations.
- Q)** Direct work of the Local WIC Agency Clinic Supervisor, a county employee, who shall follow county personnel rules, policies, and procedures, except as noted in the Agreement, in addition to applicable state and federal WIC policies, rules, and regulations.
- R)** Approve all proposed salary adjustments for the Local WIC Agency staff in county, state, or state At-Will Employment Contract (AWEC) positions funded by the WIC Program. There shall be no expectation of Local WIC Agency salary adjustments without the prior written approval of the Agency.

Services Payment Schedule

The Agency will disburse funds to the County in accordance with Section 4 of this Agreement.

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BUDGET
ATTACHMENT D

ANNUAL LOCAL WIC AGENCY BUDGET				
CAMPBELL COUNTY		BUDGET TERM		
		July 1, 2022-June 30, 2023		
WIC Program Operation Support: Funds to be reimbursed to the County upon submission of monthly expenditure report. Totals and Subtotals are rounded up to the nearest dollar.				
SALARIES		ANNUAL	SUB TOTAL	TOTAL
CLINIC SUPV		79,810.15		
NUTR/NURSE		62,448.72		
WIC TECH		44,467.46		
	0	0.00		
	0	0.00		
	0	0.00		
	0	0.00		
	0	0.00		
	0	0.00		
	0	0.00		
Salaries		\$186,727.00		
Benefits		\$125,468.00		
TOTAL SALARIES AND BENEFITS				\$312,195.00
EXPENSES		ANNUAL	SUB TOTAL	TOTAL
COMMUNICATIONS				
Shipping & Postage		\$980.00		
Telecommunications		\$1,800.00		
TOTAL COMMUNICATIONS EXPENSES			\$2,780.00	
EQUIPMENT				
Copy Machine		\$250.00		
Office		\$250.00		
Medical		\$250.00		
TOTAL EQUIPMENT EXPENSES			\$750.00	
OTHER				
0		\$0.00		
0		\$0.00		
0		\$0.00		
TOTAL OTHER EXPENSES			\$0.00	
RENT / UTILITIES / JANITORIAL SERVICES				
Rent		\$0.00		
Utilities		\$0.00		
Janitorial Services		\$0.00		
TOTAL RENT/UTILITIES/JANITORIAL EXPENSES			\$0.00	
NUTRITION EDUCATION				
Breastfeeding		\$315.00		
Participant Education		\$196.50		
Professional		\$150.00		
TOTAL NUTRITION EDUCATION EXPENSES			\$662.00	
SUPPLIES				
Office		\$500.00		
Medical		\$500.00		
TOTAL SUPPLIES EXPENSES			\$1,000.00	
TRAVEL				
Mileage		\$0.00		
Meals & Lodging		\$871.00		
TOTAL TRAVEL EXPENSES			\$871.00	
TOTAL EXPENSES				\$6,063.00
			Admin Fee (if applicable)	\$15,610.00
			Alarm Fee (if applicable)	\$0.00
			Interpreter Fee (if applicable)	\$0.00
TOTAL BUDGET				\$333,868.00

PERSONNEL AND MANAGEMENT RESPONSIBILITIES CLARIFICATION
ATTACHMENT E

General Description

The purpose of this document is to clarify personnel and program management responsibilities between Campbell County and the Agency. This document will serve as Attachment E to the Agreement between the Wyoming Department of Health, Public Health Division, Campbell County WIC Program, and Campbell County. The Attachment will be reviewed annually and modified as needed by the Campbell County Public Health Nursing Director and the WIC State Supervisor upon execution of an amendment under Section 9.A. of the Agreement.

1. Campbell County will provide services by County employees under the supervision of the Campbell County Public Health Nursing Director for personnel issues, according to County personnel rules, which are incorporated into the Agreement by this reference, and under supervision of the Agency for compliance with WIC Program regulations. Campbell County will provide a copy of the County personnel rules to the Agency, upon request.
2. WIC services will be provided by the following County positions: WIC Clinic Supervisor, WIC Nurse/Nutritionist(s), and WIC Technician (Office Specialist) as determined by WIC Program policy.
3. The WIC Regional Nutritionist Supervisor, the WIC State Supervisor, and Campbell County WIC staff (as directed) will assist the County Public Health Nursing Director in recruiting, interviewing, and selecting WIC positions in Campbell County.
4. The WIC Clinic Supervisor will manage Campbell County clinic operations, including scheduling the WIC Nurse/Nutritionist(s), and the WIC Technician (Office Specialist) to deliver client services. These services will be provided according to the Agreement; the WIC Procedure Manual, which is incorporated into the Agreement by this reference; the Wyoming WIC Food Delivery System, and County policy, which is incorporated into the Agreement by this reference.
5. Employee evaluations will be completed according to County policy. The WIC Clinic Supervisor will be evaluated on work performance by the County Public Health Nursing Director with input from the WIC Regional Nutritionist Supervisor and WIC State Supervisor. Telephone conferences may be held in special circumstances upon the approval of the County Public Health Nursing Director. The County Public Health Nursing Director and the WIC Clinic Supervisor will jointly evaluate the WIC Nurse/Nutritionist(s) and WIC Technician (Office Specialist) positions. The County Public Health Nursing Director will file all papers in accordance with County personnel rules and will forward copies to the Agency.
6. The County Public Health Nursing Director will conduct disciplinary action, up to and including termination, of a County WIC employee following consultation with the WIC State Supervisor and the WIC Regional Nutritionist Supervisor.
7. The WIC Regional Nutritionist Supervisor will, in coordination with the WIC State Supervisor, provide program consultation and technical assistance according to WIC policy through the WIC Clinic Supervisor. The WIC Regional Nutritionist Supervisor will also keep the County Public Health Nursing Director informed of any changes in WIC policy or substantive changes in WIC

ATTACHMENT E, PERSONNEL AND MANAGEMENT RESPONSIBILITIES CLARIFICATION
TO THE AGREEMENT AMONG
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION;
CAMPBELL COUNTY WIC PROGRAM; AND CAMPBELL COUNTY

**PERSONNEL AND MANAGEMENT RESPONSIBILITIES CLARIFICATION
ATTACHMENT E**

Program operations. The Agency will also provide training for all WIC positions, including continuing education at State WIC Conferences and other specialized training, as needed per position and responsibilities, according to the job descriptions. At least every two (2) years, the Agency will conduct a management evaluation of the Local WIC Agency. At the completion of each evaluation, the WIC Regional Nutritionist Supervisor and the WIC State Supervisor will meet with the Campbell County Public Health Nursing Director and the WIC staff to review the findings.

8. The Local WIC Agency budget will be drafted each February by the Campbell County Public Health Nursing Director, the WIC Clinic Supervisor, and the WIC Regional Nutritionist Supervisor, and reviewed by the WIC State Supervisor. After approval by the WIC Program, the budget will then be submitted to the County in a timely manner and incorporated into the annual Local WIC Agency/County Agreement.

9. Campbell County WIC staff will deliver WIC services in Campbell County.

10. The County Public Health Nursing Director will inform the WIC State Supervisor of any changes in County policy.

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APPENDIX A

TELEWORK POLICY

Section II: Wyoming WIC Local Agency Policy and Procedure Manual
Functional Area: Other–Integrated WIC & Wyoming Department of Health Policies

Policy: Teleworking

WY #: XII.11

Authority: [Executive Branch Telework Policy - Final - Feb 2021](#)

Issued: 2/2022

Revised:

POLICY SUMMARY: Wyoming WIC Program field staff shall adhere to policies and procedures outlined by the A&I Executive Branch Telework Policy and Wyoming Department of Health telework policies. Employees who desire to telework should adhere to policies outlined by their employer (County, State, etc.) and their Local Agency Contract Agreement.

Definitions

Alternate Work Location - Approved work location in which an employee is authorized to conduct telework other than employees' primary work location. In most cases, the alternate work location is the employee's home.

Primary Work Location - The worksite to which an employee is permanently assigned, usually the agency office.

Reasonable Accommodation - Any change in the work environment or in the way things are customarily done that enables an individual with a disability to apply for a job, perform a job, or gain equal access to the benefits and privileges of a job as long as the accommodation does not cause undue hardship to the agency.

Telework - Telework is a work arrangement in which an agency may direct or permit employees to perform their position responsibilities at an alternate work location.

Teleworker - An employee who has entered into a telework agreement with the employee's agency and works at an alternate work location.

Telework Agreement - The written agreement between an employer and employee that details the terms and conditions of employees' work away from their primary work location.

Telework Hours - The designated period of each workday when employees are assigned to work, as outlined in the Telework Agreement. These hours shall not be a substitute for dependent care.

Applicable Laws and Rules

None

Responsibilities

State WIC Office - determines if teleworking would be appropriate based on clinic operations and participant needs.

WIC Employee - initiates a request to telework to their supervisor.

Section II: Wyoming WIC Local Agency Policy and Procedure Manual
Functional Area: Other–Integrated WIC & Wyoming Department of Health Policies

Clinic Supervisor - discusses telework requests with their regional nutritionist supervisor and the State WIC Office. Works with the employee to complete a telework agreement. Continuously evaluate remote work and performance success.

Regional Nutrition Supervisor - discusses telework requests in detail with the State Office. Provides important feedback on performance and other details to help the State Office determine if the request should be approved by the WIC Program.

Policy

Staff shall work from the WIC clinic unless an approved telework agreement is in place. Remote work privileges shall only be granted when sufficient work exists, and tasks can be achieved remotely.

Teleworking is permitted based on overall benefits to the:

- WIC participants
- WIC clinic and coworkers
- Wyoming WIC Program

When teleworking staff shall:

- Use State-issued equipment when communicating with participants.
- Demonstrate self-motivation, self-direction, the ability to solve problems and make correct good decisions.
- Demonstrate the ability to meet or exceed position requirements.
- Remain connected with customers and colleagues.
- Meet expectations or better on all performance appraisals.
- Dedicate attention to job duties during work hours.
- Clock out when time is spent on dependent care.

County employees who desire to telework should adhere to county policies.

The ability to work remotely may be terminated if work quantity and quality do not meet WIC Program standards. Employees who are teleworking and receive disciplinary action may lose teleworking privileges.

Upon hire, all employees shall work with their supervisor to determine if a teleworking agreement would be appropriate for their work situation. If an employee has requested to work from home for any reason, consider the impact to participants, coworkers, with an assessment conducted by the State WIC Office.

Employee transportation or dependent care hardships are not a reason to permit teleworking.

Changes to an approved telework agreement must be re-approved.

Supervisors of employees working remotely are responsible for ensuring that the work quality and quantity performed remains at or above work performed in office. Supervisors are also

Section II: Wyoming WIC Local Agency Policy and Procedure Manual

Functional Area: Other–Integrated WIC & Wyoming Department of Health Policies

responsible for monitoring employee's performance and compliance with WIC policies and procedures. A supervisor may determine that the work-at-home arrangement will hinder performance or is not in the best interests of the WIC Program and recommend termination of telework.

A telework agreement is not required for Breastfeeding Peer Counselors or temporary staff to work from an alternate work location.

Procedure

When submitting Telework applications:

1. Review WDH guidance and references listed in this policy.
2. Select the form template to match the employee role ([CPA](#) or [WIC Tech](#)) and make a copy of the template in Google Docs.
3. The supervisor and employee enter applicable information and sign the Request to Telework and the Privacy and Security Practices Acknowledgement.
 - a. When submitting an intermittent request, leave the "Proposed Work Hours" and "Reason for Request" sections blank.
4. Submit a scanned copy of the Request to Telework, and the Privacy and Security Practices Acknowledgement to your state supervisor.
5. The State Office starts routing slip and submits the Request to Telework, and the Privacy and Security Practices Acknowledgement.
6. Once the Request to Telework has been signed in full and it has been approved, the Request and Telework Request Routing Slip are scanned back to the direct supervisor.
7. The direct supervisor:
 - a. Works with the employee to complete the remaining steps on the Telework Request Routing Slip.
 - b. Scans the completed Telework Request Routing Slip back to the SO supervisor.
8. An executed Telework Agreement permits teleworking.

NOTE: The Telework Request is NOT the same thing as the Telework Agreement.

References

[CPA Request for Telework Template](#)

[WIC Tech Request for Telework Template](#)

[PHD Telework Request Routing Slip](#)

[Executive Branch Telework Policy - Final - Feb 2021](#)

[A&I Telework Toolkit](#)

[Telework Wyoming FAQ](#)

[WDH Shared Resources on Telework:](#)

Section II: Wyoming WIC Local Agency Policy and Procedure Manual
Functional Area: Other–Integrated WIC & Wyoming Department of Health Policies

WDH Telework Process

WDH Telework Request Form

Online Telework Request Form

Telework State-Owned Equipment and Supplies List

Telework Safety Checklist

AWEC/Temporary Employee Telework Agreement

HR-3008: Department Telework Policy

OPSC Working Remotely Guidance Document

Sample Telework Agreement

[A&I Teleworking Approval Process](#)

The following page(s) contain the backup material for Agenda Item: [9:50 District Support Grant, Eight Mile](#)

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



Department of Public Works - Engineering Division

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

DISTRICT SUPPORT GRANT MEMORANDUM

SECTION 1 - General

FROM: Clark Melinkovich, P.E., Public Works Senior Engineer
TO: Board of County Commissioners
SUBJECT: District Support Grant Application From: **Eight Mile I&S**
DATE: 7/26/2022

Eight Mile I&S has submitted a District Support Grant application in the amount of **\$7,174.50** for Emergency App - Pull water well and replace the pump, motor & other items as needed

SECTION 2 - Grant Type and Priority Priority 4, Water and Sewer

SECTION 3 - Costs and Eligibility Enlargement Eligible? No

Total Number of District Lots:	43			
Total allowable grant over a 5-yr period:	43	lots	@	\$1,500 \$ 64,500
Total amount of Grants approved over current 5-yr period:				\$ 2,683
Total amount not subject to \$1500/lot limitation				\$ 2,683
Remaining Grant eligibility this current 5-yr period:				\$ 64,500
Current Fiscal Year Awards	\$ -			O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000	O.K.		

SECTION 4 - Compliance

Eight Mile I&S District is compliant with the elections office per a 7/27/2022 memo

SECTION 5 - Analysis

Total Estimated Project Cost: \$28,698.00

Priority 4, Water and Sewer (PR-4) 25% not funded by other grants, up to \$50,000

%	Total	Grant	Item
100		\$0.00	
50		\$0.00	
33		\$0.00	
25	\$28,698.00	\$7,174.50	
Totals	\$28,698.00	\$7,174.50	

SECTION 6 -Quotes Received

	Company	Total	Notes: This was an emergency project due to a failing water well that was losing 100,000 gal/month . Due to the emergent nature, additional bids were not obtained.
1	Red Tiger Well Service	\$28,698.00	
2			
3			
4			

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from **Eight Mile I&S**
Improvement and Service District in an amount not to exceed **\$7,174.50**
for Emergency App - Pull water well and replace the pump, motor & other items as needed

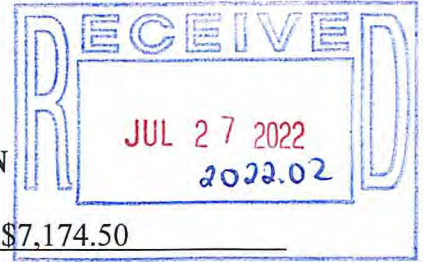
Funding History

5 year	\$2,683
10 year	\$20,733
Since Incept	\$69,962

Approved? Y or N \$ Date Approved



DISTRICT SUPPORT GRANT APPLICATION



District Name: Eight Mile ISD Requested Amount: \$7,174.50

Mailing Address: c/o Cathey Consulting, PO Box 471, Gillette, WY 82717

Contact Person: Jay Gomez, President

Day Time Phone: 307-660-2605

Application is requesting financial assistance to form a District? Yes ☐ No ☒

Applicant is requesting financial assistance for connection to regional water? Yes ☐ No ☒

Is the project anticipated to be complete in the next 18 months? Yes ☒ No ☐

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)

Emergency application – Pull the water well and replace the pump and motor and other items as needed.

Total project cost (estimated) (itemize on separate sheet: \$28,698

Projected start date: July 26, 2022 Projected completion date: September 1, 2022

Briefly describe why the project is needed:

We are losing about 100,000 gallons a month (draining back down into the aquifer). The top check valve was replaced and it didn't fix anything. They think the two lower ones could have failed or there could be a hole in the casing. Parts had to be ordered, and Red Tiger thinks they can start on the project next week. The electric bill has risen substantially, and we have lost about 12 gallons per minute and its drawing less amperage which indicates the pump isn't working right. If they have to repair or replace the liner, the cost could be even higher, and they won't know until they pull the pump. A cost estimate was received from Red Tiger Well Service, Inc. for \$28,698, but the cost could be higher than that.

Governing Board members: Jay Gomez, President / Alan Clark, Secretary/Treasurer / Warren Haramija, Director

Acreage (approximate) of district or proposed district: 171 +/- acres
Date of district formation (if applicable) (Eight Mile 1994 / High Plains Merged 2006)

Number of lots: 43 (plus 2 tracts owned by District)

Population of District: 126 (approximately)

Ratio of Developed and undeveloped land: 40 lots improved and 3 lots unimproved

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes and No If so, what is it zoned? Agricultural (Eight Mile Subdivision) & Unzoned (High Plains)

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision \$ 57,845 (assessments)

Current Assessed Valuation (County Assessor's Office) \$ 886,947

Current Indebtedness \$ 150,198

Current Income statement and balance sheet \$ 111,964 (bank accounts)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)
\$1,440 per year improved lot (which is \$120 per month) / \$120 per year unimproved lot
(assessments through the County Assessor; Water usage is \$4.00 per 1,000 gallons over 15,000
gallons used per month.

Will project generate user fees, charges, other revenues or income revenue? Yes No X

List and describe other potential funding sources:

None

Other pending applications for funding:

None

Land developers or others whose business ventures will directly benefit from project and funding
or other assistance requested, received, or pledged from these sources:

None

(SEAL)

Respectfully submitted,

Warren D. Haramija

Title: DIRECTOR

Attest:

Alan J. Clark

Secretary

Red Tiger Well Service, Inc.

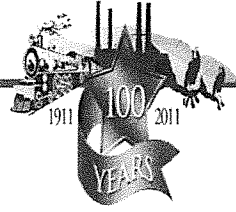
P.O. Box 717
Gillette, WY 82717
307-682-0353

Estimate

Date	Estimate #
7/25/2022	305

Name / Address
Eight Mile Sub

			Project
Description	Qty	Cost	Total
Eight Mile			
30 HP Grundfos 85S4300-26 SS Pump End	1	10,999.00	10,999.00
30 HP 6" Motor 460 Volt 3 Phase	1	7,468.00	7,468.00
Freight On Pump End	1	345.00	345.00
Pulling Unit w/ Crew to Pull & Set Equipment	20	295.00	5,900.00
Extra Helper	20	45.00	900.00
Power Tools	1	250.00	250.00
2 7/8" Check Valve	1	725.00	725.00
2 7/8" Drain Valve	1	299.00	299.00
3/4" Stainless Band	55	5.00	275.00
At Line	2,000	0.25	500.00
Tape & Splice	1	265.00	265.00
Spool Pipe Trailer	1	450.00	450.00
Pick Up Sub & Change Overs	1	250.00	250.00
Pitless Orings	2	36.00	72.00
Thanks			
		Subtotal	\$28,698.00
		Sales Tax (5.0%)	\$0.00
		Total	\$28,698.00



Office of
COUNTY CLERK

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, WY 82717
Phone: 307.682.7285 • Fax 307.687.6455

July 27, 2022

To: Helenanne Cathey
RE: Eight Mile Improvement and Service District

The requirements below have been met by the Eight Mile Improvement and Service District. Having met the requirements, Eight Mile Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 03/30/2022

Proposed Budget – 05/24/2022

Final Budget – 07/21/2022

Public Records – 09/07/21

Map - YES

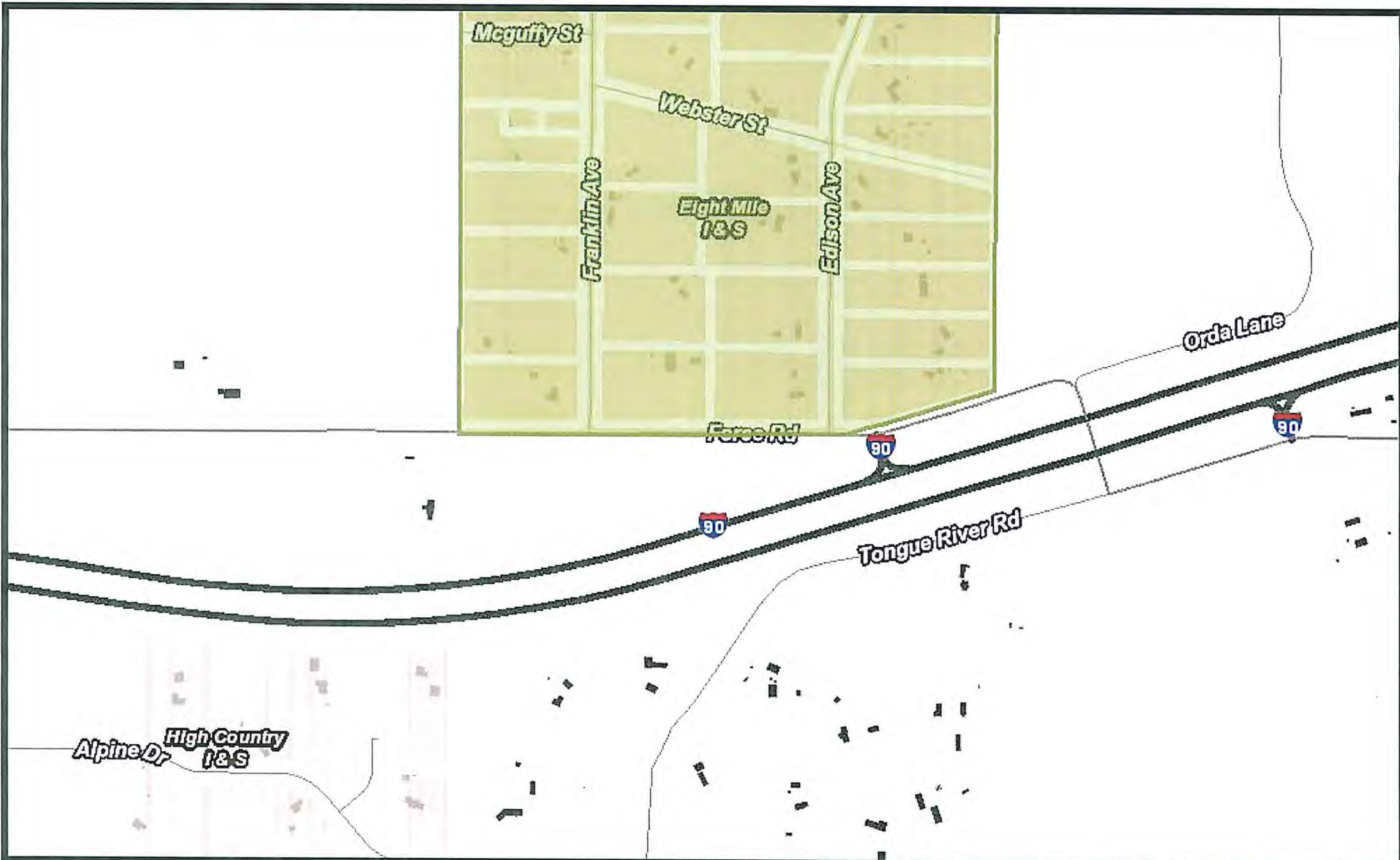
Department of Audit - YES

Department of Revenue - YES

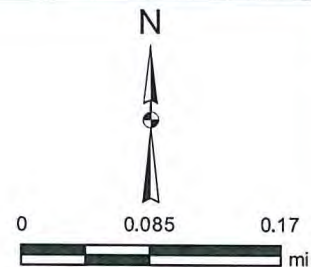
Sincerely,

A handwritten signature in cursive script that reads "Michelle L. Leiker".

Michelle L. Leiker
Campbell County Elections Coordinator



Date: 7/27/2022
Time: 9:09:40 AM



CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

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

Eight Mile Improvement & Service District

020.7085.26

Date	Description	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6 25%	Priority 6 33%	Priority 6 50%	Priority 7	Priority 8	Disbursement	Balance	Project Cost
11/01/94	Establish District DSG-26A	1,704.23												1,704.23	
11/22/94	Pynt GDR#1 DSG-26A														
04/15/03	Install Water Meters DSG-26B	14,872.00											1,704.23	14,872.00	
07/22/03	Payment Req 1 DSG-26B												13,404.88	1,467.12	
10/27/03	Payment Req 2 DSG-26B												1,050.85	416.27	
01/13/04	Payment Req 3 DSG-26B												416.27	0.00	
02/09/04	Award DSG - 26 C	2,859.00												2,859.00	
02/19/04	Req 1 and Final												2,859.00	0.00	
09/07/05	Award DSG - 26 D	1,932.00												1,932.00	
10/17/05	Payment Request 1 DSG-26D												1,932.00	0.00	
01/16/07	Award DSG-26E Tie in Well	20,337.00												20,337.00	
06/19/09	Pay Req #1												13,655.25	6,681.75	
07/03/09	Pay Req #2 Final												6,681.75	0.00	
07/20/10	DSG 26-1 Road Maintenance	7,763.50						7,763.50						7,763.50	
12/10/10	Pay Req 1 & Final												7,763.50	0.00	
09/07/11	DSG 26-2 Road Maintenance	9,337.00						9,337.00						9,337.00	
12/20/11	Pay Req 1												3,308.50	6,028.50	
06/11/12	Pay Req 2												521.59	5,506.91	
08/06/12	Pay Req 3												1,675.60	3,831.31	
09/17/12	Pay Req 4-Final												36.85	3,794.46	
04/02/13	DSG 2012-23 Road Maint	8,452.00						8,452.00						8,452.00	
07/08/13	Pay Req 1-Final												5,801.04	2,650.96	
04/16/13	DSG 2012.26 Dust Suppressor	1,571.00						1,571.00						1,571.00	
08/15/13	DSG 2012.26 Pay Req 1-Final												1,571.00	0.00	
05/06/14	DSG 2013.21 Dust Suppressor	1,995.00						1,995.00						1,995.00	
06/26/14	DSG 2013.21 Pay Req 1-Final												1,995.00	0.00	
04/21/15	DSG 2014.21 Mag Chloride	2,085.00						2,085.00						2,085.00	
07/27/16	Pay Req 1-Final												1,998.00	87.00	
04/05/16	DSG 2015.20 Water Meters	3,947.00										3,947.00		3,947.00	
07/27/16	Pay Req 1-Final												3,946.80	0.20	
04/07/20	DSG 2019.10 Mag Chloride	2,683.00						2,683.00						2,683.00	
8.20.2020	Pay Req 1 - Final												2,309.72	373.28	

5yr total	2,683.00	0.00	0.00	0.00	0.00	0.00	2,683.00	0.00	0.00	0.00	0.00	2,309.72
10yr total	20,733.00											
Since 1994	62,961.50											

43 Lots	Eligible	64,500.00
	Awards	2,683.00
	Disbursments	2,309.72
	Subject to 1500.	2,683.00
	Not subject to 1500.	0.00
	Remaining current 5-yr period	61,817.00

not subject to \$1500/lot limitation

The following page(s) contain the backup material for Agenda Item: [9:55 District Support Grant, Small Buttes](#)

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

**Department of Public Works - Engineering Division**

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

DISTRICT SUPPORT GRANT MEMORANDUM**SECTION 1 - General****FROM:** Clark Melinkovich, P.E., Public Works Senior Engineer**TO:** Board of County Commissioners**SUBJECT:** District Support Grant Application From: **Small Buttes I&S****DATE:** 7/26/2022

Small Buttes I&S has submitted a District Support Grant application in the amount of \$3,125.25 for placing approx 450 tons of crushed asphalt or crushed concrete/asphalt on approx 2,730 feet of Antelope Valley St

SECTION 2 - Grant Type and Priority **Priority 6, Gravel Road****SECTION 3 - Costs and Eligibility** **Enlargement Eligible?** **No**

Total Number of District Lots:	17				
Total allowable grant over a 5-yr period:	17	lots	@	\$1,500	\$ 25,500
Total amount of Grants approved over current 5-yr period:					\$ 2,400
Total amount not subject to \$1500/lot limitation					\$ -
Remaining Grant eligibility this current 5-yr period:					\$ 23,100
Current Fiscal Year Awards	\$	-			O.K.
Remaining Eligibility this Fiscal Year	\$	50,000	O.K.		

SECTION 4 - Compliance**Small Buttes I&S** District is compliant with the elections office per a 7/13/2022 memo**SECTION 5 - Analysis**

Total Estimated Project Cost: \$3,600.00

Priority 6, Gravel Road (PR-6) 50% up to \$50,000 drainage, 33% up to \$50,000 connecting roads, 25% up to \$50,000 gravel

%	Total	Grant	Item
100		\$0.00	
50		\$0.00	
33		\$0.00	
25	\$12,501.00	\$3,125.25	Earth Work Solutions
Totals	\$12,501.00	\$3,125.25	

SECTION 6 - Quotes Received

	Company	Total	Notes:
1	Earth Work Solutions	\$12,501.00	
2	Prism Logistics	\$13,275.00	
3	Melgaard Construction	\$13,500.00	
4			

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from Small Buttes I&S Improvement and Service District in an amount not to exceed \$3,125.25 for placing approx 450 tons of crushed asphalt or crushed concrete/asphalt on approx 2,730 feet of Antelope Valley St		Funding History	
		5 year	\$2,400
		10 year	\$18,302
		Since Incept	\$22,802
Approved? Y or N	\$	Date Approved	



DISTRICT SUPPORT GRANT APPLICATION



District Name: Small Buttes Improvement & Service District Requested Amount: \$3,125.25

Mailing Address: PO Box 4128, Gillette, WY 82717

086 2022-01

Contact Person: Gavin Sneathen, President

Day Time Phone: 307-399-4860

Application is requesting financial assistance to form a District? Yes ☐ No ☒

Applicant is requesting financial assistance for connection to regional water? Yes ☐ No ☒

Is the project anticipated to be complete in the next 18 months? Yes ☒ No ☐

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)
Furnish and deliver approximately 450 tons of crushed asphalt or crushed concrete/asphalt on approximately 2,730 feet of Antelope Valley Street from the first cattle guard south of Southern Drive to the second cattle guard south (see map). Material will need to be hauled in with belly dumps on a Friday in one 10-hour shift between 7 a.m. and 5 p.m. The District will spread the rock.

Bids were requested from four contractors. Bids returned:

Earth Work Solutions	\$12,501.00*
Prism Logistics	\$13,275.00
Melgaard	\$13,500.00
DRM	No Bid Received

Total project cost (estimated) (itemize on separate sheet): \$12,501.00

Projected start date: July 21, 2022 Projected completion date: June 30, 2023

Briefly describe why the project is needed:

The District added 400 tons of material last year, and this project continues the addition of quality material going south on Antelope Valley Street.

Governing Board members: Gavin Sneathen, President / Justin Hillius, Vice President / John Melgaard, Jr., Secretary/Treasurer

Acreage (approximate) of district or proposed district: 561.35 +/- acres

Date of district formation (if applicable) June 5, 2012

Number of lots: 17

Population of District: 51 (approximately)

Ratio of Developed and undeveloped land: 16 developed / 1 undeveloped lot

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? No If so, what is it zoned? _____

Is District in compliance with the Elections Office? (Submit letter of compliance). Yes

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision \$ 10,200 (assessments)

Current Assessed Valuation (County Assessor's Office) \$ 455,664

Current Indebtedness \$ 0

Current Income statement and balance sheet \$ 12,742.22

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)
\$600 per lot assessment per year.

Will project generate user fees, charges, other revenues or income revenue? Yes _____ No X

List and describe other potential funding sources:

None

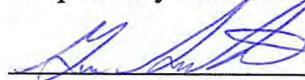
Other pending applications for funding:

None

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:

None

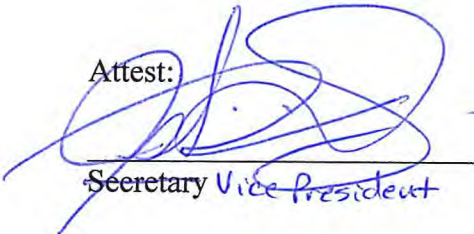
Respectfully submitted,



Title: President

(SEAL)

Attest:


Secretary Vice President

Small Buttes Improvement & Service District - Road Work July, 2022

Furnish and deliver approximately 450 tons of crushed asphalt or crushed concrete/asphalt on approximately 2,730 feet of Antelope Valley Street from the first cattleguard south of Southern Drive to the second cattleguard south. Material needs to be hauled i with belly dumps on a Friday in one 10-hour shift between 7 a.m. and 5 p.m.

	Crushed Asphalt / Concrete Blend		
	Tons	\$ / Ton	Total
Earth Work Solutions	450	\$27.78	\$12,501.00
Melgaard Construction	450	\$30.00	\$13,500.00
Prism Logistics	450	\$29.50	\$13,275.00
Low Bid:			
Earth Work Solutions	\$12,501.00		
County Grant (25%)	\$3,125.25		
District Net Cost	\$9,375.75		

hlcathey@collinscom.net

From: Evan Reiber <evan.reiber@earthwork.us.com>
Sent: Monday, June 27, 2022 7:08 AM
To: hlcathey@collinscom.net
Subject: RE: SMALL BUTTES ISD REQUEST FOR BIDS

\$27.78 per ton of 50/50 concrete asphalt blend delivered.

From: hlcathey@collinscom.net <hlcathey@collinscom.net>
Sent: Tuesday, June 21, 2022 6:34 PM
To: Evan Reiber <evan.reiber@earthwork.us.com>
Subject: RE: SMALL BUTTES ISD REQUEST FOR BIDS

27.78 x 450 tons =
\$12,501

On that request for a bid – Please provide a price per ton and specify the materials – or if you have a couple of options, please include those options with a price per ton.

*Helenanne Cathey
Cathey Consulting, LLC
PO Box 471
400 South Gillette Avenue, Suite 106
(K2 Technologies Building - office entrance is on 4th Street across from Arrow Printing)
Gillette, WY 82717
307-685-8235 (phone)
307-682-1187 (fax)
hlcathey@collinscom.net
www.catheyconsulting.net*

From: hlcathey@collinscom.net <hlcathey@collinscom.net>
Sent: Tuesday, June 21, 2022 6:32 PM
To: 'Evan Reiber' <evan.reiber@earthwork.us.com>
Subject: RE: SMALL BUTTES ISD REQUEST FOR BIDS

Sorry – forgot the map!

*Helenanne Cathey
Cathey Consulting, LLC
PO Box 471
400 South Gillette Avenue, Suite 106
(K2 Technologies Building - office entrance is on 4th Street across from Arrow Printing)
Gillette, WY 82717
307-685-8235 (phone)
307-682-1187 (fax)
hlcathey@collinscom.net*

From: hlcathey@collinscom.net <hlcathey@collinscom.net>

Sent: Tuesday, June 21, 2022 6:32 PM

To: 'Evan Reiber' <evan.reiber@earthwork.us.com>

Subject: SMALL BUTTES ISD REQUEST FOR BIDS

Small Buttes Improvement and Service District request for bids:

- Furnish and deliver approximately 450 tons of crushed asphalt or crushed concrete/asphalt on approximately 2,730 feet of Antelope Valley Street from the first cattleguard south of Southern Drive to the second cattleguard south (see map). Material will need to be hauled in with belly dumps on a Friday in one 10-hour shift between 7 a.m. and 5 p.m.
- The District will spread the rock.
- Return bids no later than Thursday, June 30th.
- The District will apply for the County Grant and the Board will meet Wednesday, July 20th at 4:00 p.m. to authorize work on the project.

Thank you!

Helenanne Cathey

Cathey Consulting, LLC

PO Box 471

400 South Gillette Avenue, Suite 106

(K2 Technologies Building - office entrance is on 4th Street across from Arrow Printing)

Gillette, WY 82717

307-685-8235 (phone)

307-682-1187 (fax)

hlcathey@collinscom.net

www.catheyconsulting.net



Quotation

Date: 6/22/2022
Prepared by:
Terms: Net 30
County: Campbell

Customer: Small Butte ISD

Attn: Helenanne Cathey: email hlcathay@collinscom.net

Project: Asphalt / concrete blend

QTY	UOM	Description	Unit Price	Total
900	TN	blended base delivered Crushed asphalt and concrete blend delivered not spread	\$30.00	\$27,000.00

Comments:

Subtotal	#REF!
Tax Rate	n/a
Sales Tax	
Total	#REF!

Thank You For Your Business!

30 x 450 tons = \$13,500



1541 Diamond Drive
Casper, WY 82061
307-233-3925

Quotation

Date: 6/30/2022
Prepared by: Chris Fare
Terms: Net 30
County: Campbell

Customer: Small Buttes Improvement and Service District

Project: 2,730ft of Antelope Valley Street - appx. 450 tons of crushed concrete/asphalt

QTY	UOM	Description	Unit Price	Total
450	TN	Furnish and deliver approximately 450 tons of crushed concrete/asphalt.	\$29.50	\$13,275.00
		Alternative Option Below		
450	TN	Furnish and deliver approximately 450 tons of limestone base.	\$27.50	\$12,375.00

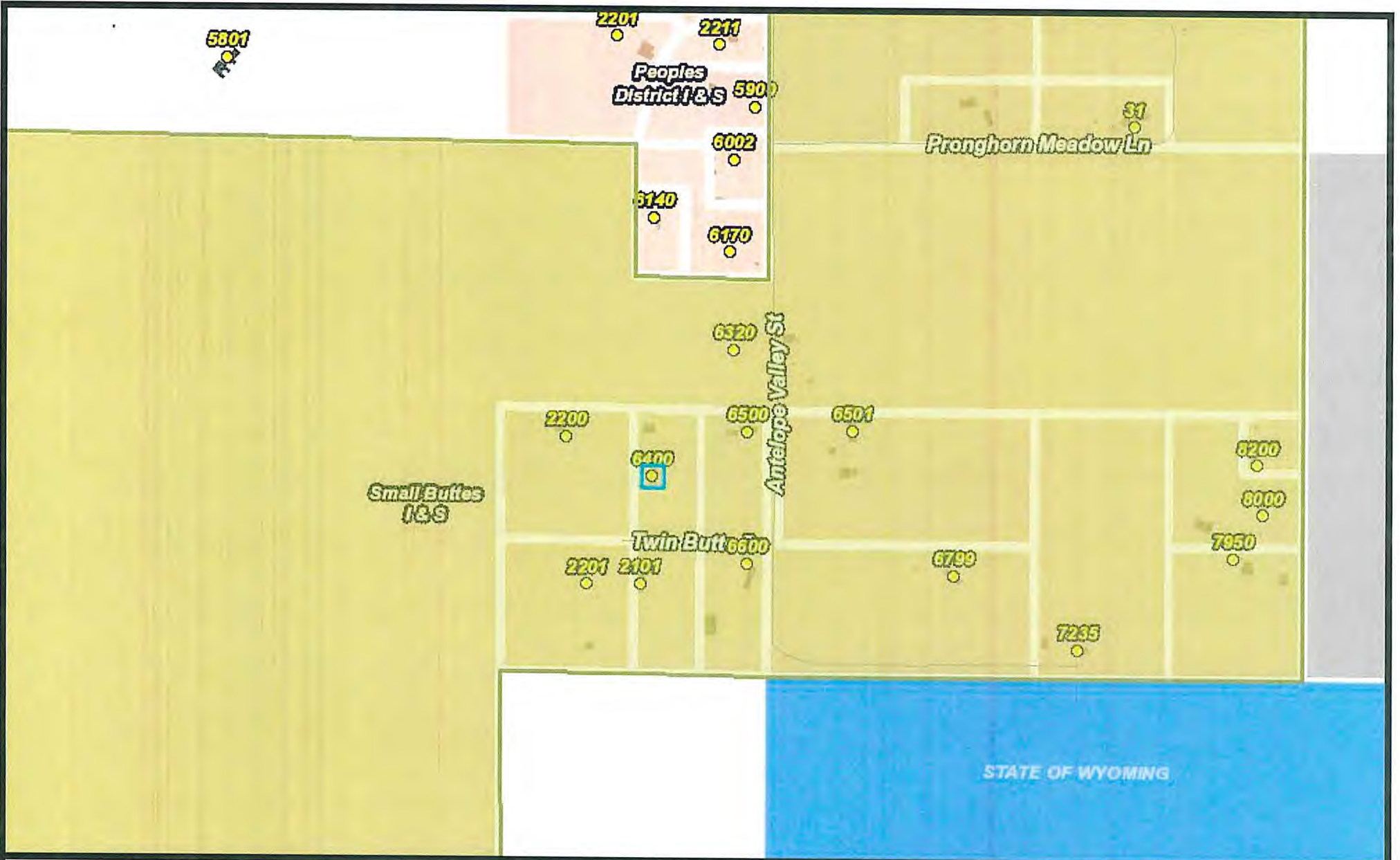
Comments:

Tax applied as necessary to taxable items.

It is possible that a fuel surcharge may need to be applied should the fuel market see further increase by the time the project is awarded.

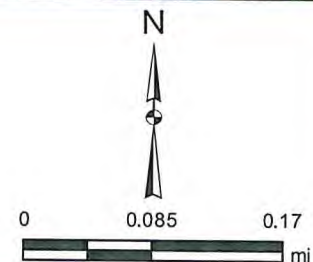
Subtotal	
Tax Rate	
Sales Tax	\$0.00
Fuel Surcharge	
Total	

Thank You For Your Business!




Campbell County
 w y o m i n g

Date: 7/12/2022
 Time: 1:57:10 PM



CAMPBELL COUNTY, WYOMING

DEPARTMENT
 OF PUBLIC WORKS

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

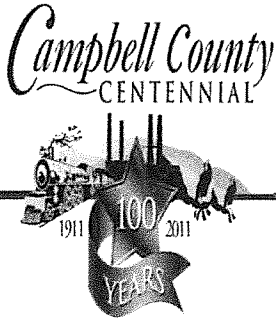
Small Buttes
020.7085.49

Date	Description	Award	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6 25%	Priority 6 33%	Priority 6 50%	Priority 7	Priority 8	Disburse	Balance
11/15/2011	DSG 01-2011 District Formation	4,500.00	4,500.00											4,500.00
7/24/2012	Pay request 1												2,718.84	1,781.16
9/27/2012	Pay request 2												533.57	1,247.59
12/6/2012	Pay ap 3-Final												600.00	647.59
3/2/2013	DSG 2012.21 Road Maintenance	475.00						475.00						475.00
4/30/2013	Pay Ap 1-Final												435.35	39.65
4/16/2013	DSG 2012.24 Dust Suppression	1,125.00						1,125.00						1,125.00
8/22/2013	Pay Ap 1-Final												675.00	450.00
5/6/2014	DSG 2013.25 Crushed Concrete	1,779.00							1,779.00					1,779.00
6/24/2014	Pay Ap 1-Final												1,779.00	0.00
9/16/2014	DSG 2014.01 Engineering payme	7,500.00		7,500.00										7,500.00
9/15/2014	Pay Ap-1												2,625.00	4,875.00
10/29/2014	Pay Ap-2												3,375.00	1,500.00
12/15/2014	Pay Ap-3												750.00	750.00
2/12/2015	pay ap-4-Final												750.00	0.00
10/6/2015	DSG 2015.16 Road Maintenance	783.00						783.00						783.00
5/12/2016	Pay ap 1-Final												783.00	0.00
2/21/2017	DSG 2016.13 Roadwork	4,240.00						4,240.00						4,240.00
6/30/2017	pay req 1												2,590.25	1,649.75
6/25/2018	pay req 2-final												1,264.25	385.50
11/2/2021	DSG 2021.01	2,400.00						2,400.00						2,400.00
12/21/2021	PayRequest 1 - final												2,400.00	0.00
		2,400.00	0.00	0.00	0.00	0.00	0.00	2,400.00	0.00	0.00	0.00	0.00	2,400.00	

not subject to \$1500/lot limitation

Lots

17	Eligible	25,500.00
	Awards	2,400.00
	Disbursements	2,400.00
	Subject to 1500.	2,400.00
	Not subject to 1500.	0.00
	Remaining current 5-yr period	23,100.00



Office of
COUNTY CLERK

500 S. Gillette Avenue, Suite 1600 • P.O. Box 3010 • Gillette, WY 82717
Phone: 307.682.7285 • Fax 307.687.6455

July 13, 2022

To: Helenanne Cathey
RE: Small Buttes Improvement and Service District

The requirements below have been met by the Small Buttes Improvement and Service District. Having met the requirements, Small Buttes Improvement and Service District is currently in compliance with the Campbell County Elections Office.

Notice of Board – 03/30/2022

Proposed Budget – 05/19/2022

Final Budget – 07/12/2022

Public Records – 09/07/21

Map - YES

Department of Audit - YES

Department of Revenue - YES

Sincerely,

Michelle L. Leiker
Campbell County Elections Coordinator

The following page(s) contain the backup material for Agenda Item: [10:00 Bishop Road Cooperative Agreement](#)

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

**COOPERATIVE AGREEMENT
BETWEEN THE
CAMPBELL COUNTY COMMISSION,
AND PRAIRIE EAGLE MINING, LLC.**

Bishop Road Reconstruction
Campbell County

1. **Parties.** The Parties to this Agreement are the, the Campbell County Commission, hereinafter referred to as the "County", whose address is 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716; and Eagle Specialty Materials dba. Prairie Eagle Mining, LLC, hereinafter referred to as "PEM", whose address is P. O. Box 3039, Gillette, Wyoming 82717-3039; all collectively referred to as "Parties." PEM shall be referred to as "Funding Participant".
2. **Purpose.** The purpose of this Agreement is to establish responsibilities and funding to construct and reconstruct the Campbell County road named Bishop Road from WYO 59 to an existing portion of Bishop Road in accordance with Senate File 001, Enrolled Act 12 Section 321 (c) of the 2022 Legislature.
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the Parties to this Agreement and shall remain in full force and effect until terminated or the terms and conditions set out herein are complete.
4. **Responsibilities of the Parties and General Conditions of the Survey Work, Preliminary Engineering, Right-of-way Acquisition, Utility Adjustments, Letting, Construction Engineering, Construction and Maintenance:**
 - a. Preliminary Engineering will be performed by PEM, or their Consultant, who shall provide surveys, maps, geotechnical investigations, material testing, engineering investigations, environmental studies, designs, drawings, details, analyses, plans, title work and final right-of-way engineering, special provisions, estimates, and other items incidental and necessary to develop contract plans and documents. The design shall follow the Major Collector Roadway design standards as outlined in the 2016 Campbell County Road Manual. Designs, plans, and specifications shall be in accordance with County policies and procedures and applicable Federal or Wyoming State Laws, guidelines, and standards.
 - b. The Consultant selection will be performed by PEM. PEM and the County will work in cooperation to develop the scope of work for the Consultant. The County shall review documents or plan issuances within two weeks of receipt and provide input back to PEM.



- c. All Right-of-Way will be located on property currently owned by PEM therefore no costs associated with any settlements, condemnation, or acquisition is anticipated for the new Bishop Road alignment.
- d. Utility Adjustments will be performed by PEM or their Consultant. Arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Utility relocation costs will be pro-rated according to the most recent State, County or Municipal policies and regulations. The County shall, by ordinance or regulation, control utility line encroachments and crossings in a manner that provides for a degree of protection to the roadway at least equal to the protection provided by the *State's Utility Accommodation Regulations*, and can be found at the following link:

https://www.dot.state.wy.us/home/engineering_technical_programs/utilities_section.default.html

Under the terms of this Agreement, if utility adjustments are not required for this project, all references to such adjustments herein are considered null and void.

- e. The letting of this project will be performed by PEM. The County shall be given the opportunity to participate in review meetings, conference calls, site meetings/inspections, and agrees to review and provide feedback on documents and plan issuances within two weeks of receipt and to approve final design plans and estimates prior to the advertisement for bids by PEM. Likewise, the County shall have final approval of the award of this project to the lowest qualified bidder through formal action by the Board of County Commissioners.
- f. Construction engineering and contract administration for this project will be performed by and under the immediate direction, control and supervision of PEM or their Consultant in accordance with the plans and specifications. The County shall submit a letter to PEM designating a qualified project representative, at no cost to PEM, capable of making timely decisions and authorized to sign documents concerning the construction of the project.
- g. PEM, in consultation with the County, will be responsible for converting the functional classification of the roadway.
- h. PEM will be responsible for public outreach throughout the project.
- i. Upon completion and acceptance of the project by PEM, the County shall return, within 30 days, the County's Acceptance Certificate, or any other required documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the County. The County shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the County. In the event



petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project but the cost of which shall be borne by PEM.

- j. Upon completion and acceptance of the construction and reconstruction of Bishop Road, the ownership of the road and all appurtenances including the right-of-way will remain with the County. PEM shall produce a final plat of the new roadway alignment, vacated roadway, and Caballo Ct. for acceptance by the Board of Commissioners. The County and PEM shall enter into a Maintenance agreement that shall include all repairs necessary to keep the improvement in its functional constructed condition. The County also agrees not to permanently close or abandon the route without written agreement between the County and PEM.
- k. The new Bishop Road alignment will become part of the County road system.
- l. The Parties agree that the new roadway may consist of a gravel section and remain unpaved for up to two (2) years. At the conclusion of this 2-year period, if not before, the roadway will be paved, unless the County agrees to further delay or waive such paving requirement in its sole and absolute discretion. So long as such portion remains unpaved, PEM shall be responsible for major settlement road maintenance in accordance with the Road Maintenance agreement executed by the Parties for the unpaved portion, PEM will perform sufficient dust abatement activities in conjunction with dust abatement activities at Belle Ayr Mine.

5. **Participation of Project Costs.** In accordance with Senate File 001, Enrolled Act 12, Section 321 (c), of the 2022 Legislature, the State's \$5 million dollar amount will be matched by \$5 million dollars total.

The funding breakdown is as follows:

- a. PEM will contribute half of the matching funds required up to \$2.5 million dollars to the County during the course of the project.
- b. County will contribute half of the matching funds required up to \$2.5 million dollars. County contributions can be derived from multiple sources at the County's sole discretion during the course of the project.
- c. The State of Wyoming Governor's Office will provide \$5 million dollars to the County.
- d. Any funding required over the \$10 million dollar amount is the responsibility of PEM.

The Funding Participant may pay their above-mentioned contribution to the County for its portion of monthly or biweekly invoices during the construction of the Bishop Road relocation.

The County will not reimburse for any work completed on the Bishop Road, or for any information given related to this project, prior to the execution of this Agreement. The



County will allow monies spent by PEM utilized for any construction or design activities prior to the execution and during implementation of this Agreement as matching funds.

6. **Reimbursement:** The County will utilize the Wyoming State Governors Office and Funding Participant money for all project costs up to a total of \$10 million dollars. If the full \$10 million dollars are not utilized for the project because it is not paved at the time of construction, then the remaining funds will be set in escrow for a period of two (2) years until paving commences. If paving does not occur at that time, then the monies in escrow will be returned to the State, County and Funding Participant in proportion to each entities' funding contribution.
7. **Project Abandonment:** Should PEM abandon the project at any time, or if the project is not let to construction within two years of the completion of the design or prior to the completion, due to the delay or actions by PEM, the County shall reimburse PEM and the Wyoming State Governors Office their portion of any remaining contribution dollars not spent on the project at the time of abandonment.

8. **General Provisions**

- a. **Amendments.** Any party may request changes in this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, executed, and signed by all parties to this Agreement.
- b. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties, and the venue shall be in the Sixth Judicial District, Campbell County, Wyoming.
- c. **Assignment/Agreement Not Used as Collateral.** The parties shall not assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other parties. The parties shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the County.
- d. **Availability of Funds.** Each payment obligation of the County is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the project, this Agreement may be terminated by the County at the end of the period for which the funds are available. The County will notify the Funding Participants 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 County in the event this provision is exercised, and the County will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the County to terminate this Agreement in order to acquire similar services from another party. If this



Agreement is terminated pursuant to this provision, the County shall reimburse the Wyoming State Governor's Office and Funding Participants any unspent funds they contributed.

- e. **Compliance with Law.** The Parties shall keep informed of and comply with all applicable, Federal, State, and local laws and regulations in the performance of this Agreement.
- f. **Entirety of Agreement.** This Agreement, consisting of six pages, represents the entire and integrated Agreement between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- g. **Indemnification.** A Funding Participant that individually breaches this Agreement (failure to pay funds) shall indemnify, defend, and hold harmless the State of Wyoming, the County, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of their failure to pay the committed funds.
- h. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the Parties at the address provided under this Agreement, either delivered by hand or certified mail.
- i. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.
- j. **Sovereign Immunity.** The County does not waive governmental immunity and retains all immunities and defenses available to them as a governmental entity pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. PEM waives all sovereign or governmental immunities to which it may be entitled in entering into this Agreement as any sovereign or governmental immunity may be applicable to its breach of this agreement and as may be applicable to claims by Campbell County. PEM makes no such waiver as the same may apply to any third party.
- k. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the Parties hereto, their administrators and successors.



I. Conflict With Obligation to State Derived From Receipt of Funding Under Senate File 001, Enrolled Act 12 Section 321 (c) of the 2022 Legislature. If any term of this Agreement or any party obligation arising under this Agreement conflicts with any law, regulation, rule, or obligation owed to the State of Wyoming as a result of the County's receipt of funds under Senate File 001, Enrolled Act 12 Section 321 (c) of the 2022 Legislature, the obligations owed to the State of Wyoming shall prevail and this Agreement shall automatically amend to allow the County to meet all its obligations related to the State funding under Senate File 001, Enrolled Act 12 Section 321 (c) of the 2022 Legislature.

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

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the Parties to this Agreement, below.

ATTEST:

Name

Title

CAMPBELL COUNTY COMMISSION:

By: _____
Del Shelstad, Chairman

Date

ATTEST:

Name

Title

PRAIRIE EAGLE MINING, LLC.:

By: _____
Matthew Cook, General Manager

7/29/22
Date

Approved as to form:

By: _____
Mitchell H. Damsky
County Attorney's Office

Date Agreement Prepared: 07-20-2022

mlk

The following page(s) contain the backup material for Agenda Item: [10:15 Retitling of Information Technology Manager Position](#)

*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
On Behalf of the Campbell County Personnel Committee

DATE: August 2nd, 2022

SUBJECT: Retitling of Information Technology Manager Position

In an effort to bring continuity to the title structure in our departments, the Personnel Committee would like to recommend that the title of Information Technology Manager be changed to Information Technology Director. Historically, the position was titled as Director, and we are unable to determine why it was changed during the Segal Waters study.

This position would continue to report to the Administrative Director, Office of the Commissioners as it currently is but would alleviate confusion on the structure of the titling nomenclature of our organization.

As always, we thank you for your consideration.

The following page(s) contain the backup material for Agenda Item: [10:20 Position Reclassifications](#)

*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
On Behalf of the Campbell County Personnel Committee

DATE: August 2nd, 2022

SUBJECT: Reclassification of Positions

Upon reviewing the Range Placement table for the 2022, there were several positions that needed to be reappointed to ensure they are at the appropriate pay grade for their responsibilities.

On July 13th, 2022, the Personnel Committee reviewed the following positions:

- Custodial Supervisor
- Maintenance Supervisor
- Facilities Manager
- Director, Rockpile Museum

The outcomes, pointing, and recommendations are as follows:

- Custodial Supervisor- currently in pay grade 110, recent graded confirms the grade is appropriate.

Formal Education:	2	40
Work Experience:	4	69
Management & Supervision:	5A	102
Human Collaboration Skills:	3A	75
Freedom to Act and Impact of Action:	4B	120
Technical Skill:	2A	62
Fiscal Responsibility:	2	40
Working Conditions:	2B	44
Total Score		552
Grade		110

- Maintenance Supervisor- currently in pay grade 111, recent grading recommends appropriate pay grade is 112. No Pay increase necessary for current employee.

Formal Education:	2	40
Work Experience:	4	69
Management & Supervision:	5A	102
Human Collaboration Skills:	4B	120
Freedom to Act and Impact of Action:	4B	120
Technical Skill:	3A	109
Fiscal Responsibility:	3	60
Working Conditions:	3B	71
Total Score		691
Grade		112

- Facilities Manager- currently in pay grade 112, recent grading recommends appropriate pay grade is 113. No Pay increase necessary for current employee.

Formal Education:	3	60
Work Experience:	5	86
Management & Supervision:	6A	127
Human Collaboration Skills:	5A	135
Freedom to Act and Impact of Action:	4B	120
Technical Skill:	3A	109
Fiscal Responsibility:	4	80
Working Conditions:	2B	44
Total Score		761
Grade		113

- Director, Rockpile Museum- current pay grade is 112 recent grading recommends that appropriate pay grade is 113. This would place the position in line with at least one other Director/Department Head. No Pay increase necessary for current employee.

Formal Education:	5	100
Work Experience:	4	69
Management & Supervision:	4B	89
Human Collaboration Skills:	5A	135
Freedom to Act and Impact of Action:	5A	135
Technical Skill:	3A	109
Fiscal Responsibility:	4	80
Working Conditions:	1B	18
Total Score		735
Grade		113

Thank you for your consideration.

The following page(s) contain the backup material for Agenda Item: [10:25 Creation & Classification for Maintenance Technician Master of Record](#)

*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 Job Description

Classification Title	Maintenance Technician, Master of Record
Job Code	111
FLSA Status	Non-Exempt

GENERAL SUMMARY

Performs a variety of advanced master level and highly technical trade specific maintenance and repair work. Ensures work assignments are performed in a safe and timely manner. Serves as one of the following for Campbell County Facilities Maintenance:

- State Electrical Master of Record, City of Gillette Master of Record, and the City of Gillette Electrical Contractor Master of Record
- City of Gillette Contractor Master of Record for other specific trades such as Plumbing, HVAC/Mechanical, Carpentry, and Low Voltage.

This job reports to the Facilities Division Maintenance Supervisor for Public Works.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by employees in this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

- Provides guidance, mentorship, and training to lower-level maintenance staff to develop professional trade and safety awareness skills. Keeps track of their hours for the advancement in their trade specific fields.
- Conducts regular inspection, performs scheduled maintenance, monitors, repairs and replaces necessary building system components as needed.
- Installs new equipment and inspects new systems for potential maintenance problems. Logs equipment history.
- Coordinates with County Departments, staff, vendors, and other trades to complete projects/work orders in a timely and cost-effective manner.
- Estimates and requests materials and/or equipment needed to complete work orders in a timely and cost-effective manner.
- Prepares and maintains written documentation and various logs and records on work performed.



Campbell County Job Description

Classification Title	Maintenance Technician, Master of Record
Job Code	111
FLSA Status	Non-Exempt

- Responds to emergency situations and troubleshoots operating problems to resolve immediate operational and/or safety concerns for building system components in County facilities.
- Provides recommendations for long-term solutions and performs preventative maintenance as needed.
- Provides input in the planning and coordinating of building projects.
- Requisitions supplies, equipment, and materials for work orders and inventory as directed.
- Assists with snow removal which may include plowing, hand shoveling, and dispersing ice melting compounds as needed.
- Trains employees to perform a variety of duties, including safe operation and maintenance of power equipment and tools to ensure the availability of equipment and tools in safe operating condition.
- Performs related duties as required.

MINIMUM QUALIFICATIONS

Required Education and Experience:

- Associate degree
- Five (5) to seven (7) years of experience in facility maintenance
- Any equivalent combination of training, education, and experience that provides the required skills, knowledge, and abilities

Required Licenses or Certifications (trade specific):

- Class C driver's license
- State of Wyoming Licensed Master Electrician
- State of Wyoming Electrical Master of Record
- City of Gillette Master Trade License
- City of Gillette Contractor Master of Record



Campbell County Job Description

Classification Title	Maintenance Technician, Master of Record
Job Code	111
FLSA Status	Non-Exempt

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- English grammar, spelling, and punctuation
- Principles and practices of basic bookkeeping
- Modern office procedures, methods, and computer equipment
- Occupational hazards and standard safety practices necessary in mechanical and custodial work
- Safe driving, equipment, and tool use principles and practices
- Basic building and grounds maintenance and repair processes and procedures
- Drainage systems and general plumbing
- HVAC software operation
- Building maintenance, repair processes, and procedures
- Characteristics and safe use of commercial custodial cleaning compounds and custodial equipment
- Theory and techniques of troubleshooting and diagnosing of HVAC, electrical, plumbing, and fire suppression systems

Skill in:

- Interpersonal skills necessary to develop and maintain effective and appropriate working relationships
- Performing a variety of duties, often changing from one task to another of a different nature
- Performing basic mathematical functions such as addition, subtraction, multiplication, division, percentages, and ratios
- Communication, both oral and written
- Operating hand and power tools and equipment
- Troubleshooting
- Leadership

Ability to:

- Meet schedules and deadlines of the work



Campbell County Job Description

Classification Title	Maintenance Technician, Master of Record
Job Code	111
FLSA Status	Non-Exempt

- Understand and carry out oral and written directions
- Accurately organize and maintain paper documents and electronic files
- Maintain the confidentiality of information and professional boundaries
- Read and understand blueprints
- Correctly identify and resolve a wide variety of mechanical, electrical, and special systems problems
- Monitor industry advancements and make recommendations regarding equipment and system replacement and upgrade
- Ensure that the electrical work performed by others meets the necessary Federal, State, and local regulations, ordinances, standards, and codes
- Coordinate work of outside contractors
- Estimate equipment needs and operation costs
- Maintain detailed and accurate records

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

- The position involves heavy physical demands, such as exerting up to 100 lbs. of force occasionally, and/or up to 50 lbs. of force frequently, and/or up to 20 lbs. of force constantly to move objects.

Campbell County is an Equal Opportunity Employer.

Date created:	10/16/2019
Dates revised:	8/16/2021; 7/26/2022
Commission Approval	

Signature

Date



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
On Behalf of the Campbell County Personnel Committee

DATE: August 2nd, 2022

SUBJECT: Creation and Classification for Maintenance Technician, Master of Record

On July 13th, 2022, the Personnel Committee met to review a new job description for the position of Maintenance Technician, Master of Record for the Public Works Department. This position reports to the Facilities Division Maintenance Supervisor for Public Works. This role is responsible for Performs a variety of advanced master level and highly technical trade specific maintenance and repair work. Ensures work assignments are performed in a safe and timely manner. Serves as one of the following for Campbell County Facilities Maintenance:

- State Electrical Master of Record, City of Gillette Master of Record, and the City of Gillette Electrical Contractor Master of Record
- City of Gillette Contractor Master of Record for other specific trades such as Plumbing, HVAC/Mechanical, Carpentry, and Low Voltage.

Based on the Committee's review; the following pointing and title are being recommended along with the attached job description for approval.

Title: Maintenance Technician, Master of Record

Formal Education:	5	100
Work Experience:	5	86
Management & Supervision:	3B	64
Human Collaboration Skills:	3A	75
Freedom to Act and Impact of Action:	3B	90
Technical Skill:	3A	109
Fiscal Responsibility:	1	20
Working Conditions:	3B	71
Total Score		615
Grade		111

Thank you for your consideration.